



EXCERPT FROM THE MINUTES OF THE 29th REGULAR SESSION OF THE HONORABLE SANGGUNIANG BAYAN, TIGBAUAN, ILOILO HELD AT THE S.B. SESSION HALL, TIGBAUAN MUNICIPAL BUILDING ON JULY 28, 2021 AT 11:50 IN THE MORNING

**PRESENT:**

HON. VIRGILIO T. TERUEL,	- Vice Mayor & Presiding Officer
HON. MA. GERRYLIN SANTUYO-CAMPOSAGRADO	- S.B. Member & Temp. Pres. Officer
HON. DENNIS T. VALENCIA	- S.B. Member
HON. MARLON R. TERUÑEZ	- S.B. Member
HON. NERI T. CAMIÑA	- S.B. Member
HON. SUZETTE MARIE HILADO-BANNO	- S.B. Member
HON. REYNALDO E. TUMABOTABO	- S.B. Member
HON. JULIUS T. LEDESMA	- S.B. Member
HON. NORBERTO T. TURALBA	- S.B. Member
HON. JERRY T. TUARES	- Liga President
HON. DYOSSA MARIE T. TERUÑEZ	- SKMF President

**ABSENT: NONE**

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**Resolution No. 2020-079**

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR, ATTY. SUZETTE T. ALQUISADA, FOR AND IN BEHALF OF THE MUNICIPALITY OF TIGBAUAN TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FOR THE PROVISION OF ASSISTANCE TO INDIVIDUALS AND FAMILIES IN CRISIS SITUATION "AICS" DUE TO THE DECLARATION OF LOCALIZED ENHANCED COMMUNITY QUARANTINE TO GOVERN THE DISTRIBUTION OF CASH ASSISTANCE REFERRED TO AS "SPECIAL AICS", TO THE INDIVIDUALS AND FAMILIES WHO ARE RESIDING OR ARE FOUND IN THE PROVINCE, CITY OR MUNICIPALITY DECLARED UNDER LOCALIZED ECQ".

**WHEREAS**, in a letter dated July 27, 2021, the Hon. Mayor, Atty. Suzette T. Alquisada, requested this August Body for the urgent passing of a *"Resolution Authorizing The Municipal Mayor, Atty. Suzette T. Alquisada, For And In Behalf Of The Municipality Of Tigbauan To Enter Into A Memorandum Of Agreement With The Department Of Social Welfare And Development For The Provision Of Assistance To Individuals And Families In Crisis Situation "AICS" Due To The Declaration Of Localized Enhanced Community Quarantine To Govern The Distribution Of Cash Assistance Referred To As "Special AICS", To The Individuals And Families Who Are Residing Or Are Found In The Province, City Or Municipality Declared Under Localized ECQ"*;

**WHEREAS**, said **Memorandum of Agreement** shall be made and entered into by, and between the following parties:

- The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT**, a national government agency created pursuant to Republic Act (RA) No. 5416, as amended, through **FIELD OFFICE VI**, with office address at 154 M.H. Del Pilar St., Molo, Iloilo City, and represented by **REGIONAL DIRECTOR MA. EVELYN B. MACAPOBRE, CESO III** hereinafter referred to as the "DSWD", as the **"FIRST PARTY"**; and

- The **LOCAL GOVERNMENT OF TIGBAUAN**, with Office address at **Barangay 05 Tigbauan Iloilo**, represented by its **LOCAL CHIEF EXECUTIVE/MUNICIPAL MAYOR, ATTY. SUZETTE T. ALQUISADA**, hereinafter referred to as the “LGU”, as the “**SECOND PARTY**”;

**WHEREAS**, on July 15, 2021, the Inter-Agency Taskforce on the Management of Emerging Infectious Diseases (IATF-EID) issued Resolution No. 127-E placing the Iloilo Province and Iloilo City as among the areas of the country under Enhanced Community Quarantine (ECQ) due to the sharp increase in the number of Coronavirus Disease 2019 (COVID-19) affected individuals. Said declaration is in line with IATF-EID Resolution No. 11, series of 2020, which raised the COVID-19 threat to the highest alert level and more importantly Presidential Proclamation No. 929, series of 2020, declaring a State of Calamity throughout the Philippines;

**WHEREAS**, on July 25, 2021, the DSWD, the Department of Interior and Local Government (DILG) and the Department of National Defense (DND) have signed and released Joint Memorandum Circular (JMC) No. 2, Series of 2021, which formalizes the institutional arrangements at the national level in the rendition of non-monetary assistance to, as well as monitoring mechanisms upon, the LGUs under ECQ;

**WHEREAS**, the DSWD, as the lead agency for social protection, is mandated to work towards the achievement of improved capacity and opportunities of the poor, vulnerable, and disadvantaged individuals, families, and communities, to enable them to improve their quality of life;

**WHEREAS**, the Assistance to Individuals in Crisis Situation (AICS) is part of the DSWD’s protective services for the poor, marginalized and vulnerable/disadvantaged individuals or families by providing medical, transportation, financial, and burial assistance, among others;

**WHEREAS**, on July 25, 2021, the DSWD issued “Special Guidelines for the Provision of Assistance to Individuals and Families in Crisis Situation due to the Declaration of Localized Enhanced Community Quarantine” to govern the provision of cash assistance, referred to as “Special AICS”, to the individuals and families who are residing or are [**found**] in the province, city or municipality declared under a localized ECQ. The amount of assistance as stated in the guidelines is Php 1,000.00 per individual, with a maximum of Php 4,000.00 per family;

**WHEREAS**, the Special AICS must be immediately distributed to the affected individuals and families in the areas under ECQ to ensure that their basic needs are sustained thru government support or intervention;

**WHEREAS**, the DSWD shall need the assistance of other agencies and institutions to act as partners implementers up to the barangay level to ensure the expeditious and efficient delivery of the cash aid to the beneficiaries;

**WHEREAS**, the Local Government Units (LGUs) are reliable partners of the National Government Agencies in the implementation of their programs, projects and services especially social services for the poor, vulnerable and marginalized sectors;

**WHEREAS**, in light of the supervening events and the urgency of the need of the affected Filipino families and individuals in the ECQ areas, the concerned LGUs and the DSWD shall forge this agreement for the fast delivery of the cash aid in the form of the Special AICS of the DSWD; and

**WHEREAS**, a fund augmentation mechanism that will be enabled through the **transfer of funds to the LGUs by the DSWD** is identified as the mode of implementation to fast track the distribution of the Special AICS to the families and individuals affected by the ECQ.

**WHEREAS**, for and in consideration of the foregoing premises, the parties hereby agree as follows:

**APPLICABILITY**

- a. It is fundamental for all government agencies and LGUs to render full assistance to, and cooperation with one another in order to mobilize the necessary resources and undertake*

*critical, urgent and appropriate response aid and measures in a timely manner, in line with the goal to curtail the spread of COVID-19.*

- b. Transfer of funds from the DSWD covering the provision of Special AICS shall be sourced from remaining funds of the DSWD's Protective Services Program Fund, subject to the availability thereof.*

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## **ROLES AND RESPONSIBILITIES OF THE PARTIES**

### **A. The LGU shall:**

- 1. Secure the proper Sangguniang Resolution effectively authorizing the LCE to enter into this MOA, which shall form as integral part thereof;*
- 2. As applicable, ensure that the LCE of the **LGU concerned** shall execute under oath an Affidavit of Undertaking to: (i) effect full and proper accounting of the intended emergency fund that will be transferred by the DSWD; and (ii) submit the complete liquidation report within a period of sixty (60) calendar days from the last day of distribution of said financial assistance. When required, the said Affidavit of Undertaking shall be a condition precedent for the execution of the MOA and the transfer of funds to the LGU;*
- 3. Identify, validate and certify the eligible beneficiaries who will receive the assistance based on the target beneficiaries' parameters set in the DSWD Special AICS Guidelines and the DSWD-DILG-DND JMC No. 2, series of 2020 and issue a certification attesting to the fact that such list of beneficiaries has been **validated by** the concerned Municipal Social Welfare and Development Officer (C/MSWDO) **and certified** by the local chief executive (LCE).*
- 4. Ensure that the list of beneficiaries has undergone a duplicate checking;*
- 5. Ensure that the identified targets and/or beneficiaries understand that the collection and processing of their data is pursuant to the purpose for which this agreement was entered into;*
- 6. Submit the total number of beneficiaries for the onward determination of the funds for transfer as reflected in the project proposal;*
- 7. Claim the check/s or validated List of Due and Demandable Accounts Payable-Advice to Debit Accounts (LDDAP-ADA), whichever is applicable, from the DSWD FO, through the Municipal Treasurer or the authorized representative of the LGU, and issue the corresponding Official Receipt, or Acknowledgement Receipts and copies of the bank accounts;*
- 8. Take full responsibility in the proper disposition/disbursement of funds in accordance with existing accounting and auditing rules and regulations imposed by the Commission on Audit (COA) Circular No. 94-013, and other applicable accounting and auditing manuals used by the Government;*
- 9. Use the funds released by the DSWD for distribution to beneficiaries solely for the purpose it was drawn and in accordance with the Special AICS Guidelines of the DSWD. The funds transferred shall not be used for any other unauthorized programs, projects, activities, and expenses;*
- 10. Determine the most efficient arrangement with each beneficiary on how the assistance shall be delivered taking into consideration the strict protocol on home quarantine, social distancing and the guidelines imposed by the Inter-Agency Task Force on COVID-19 provided that the LGU shall ensure that the assistance is actually received by the beneficiary/ies;*

11. *Before the schedule of the payout, post in its official website, social media accounts, and at conspicuous places in the concerned barangays the list of approved beneficiaries, limited only to the following information: (i) given, middle, and last names of the beneficiary, and (ii) barangay and district;*
12. *Ready the payout site and give a prior notice to the DSWD and DILG of the payout schedule;*
13. *Establish Grievance and Appeals Committee down to the barangay level to ensure that grievances and appeals, including those endorsed by other agencies, are immediately addressed/resolved;*
14. *Ensure that the LGU shall take send its representative in the Joint Monitoring and Inspection Committee (JMIC);*
15. *Ensure the delivery of assistance to the beneficiaries based on its approved payroll **within fifteen (15) days from receipt of the Notice of Cash Allocation from the DSWD as set forth in JMC No. 2, series of 2021-***  
*Any change or extension of the deadline as agreed upon by said agencies shall automatically form part of this Agreement;*
16. *During the payout, ensure the keeping to the following:*
  - a. *List of paid beneficiaries or payroll signed by the beneficiaries;*
  - b. *Photocopy of the beneficiaries' identification cards with their specimen signatures;*
  - c. *Photo documentation of the conduct of payout;*
  - d. *Certification of Payment duly signed by the authorized official/s of the concerned LGUs.*
17. *Submit necessary daily reports of number of paid beneficiaries and disbursed amount to the DILG Regional Office, the DSWD FO for the latter's onward submission to the DSWD Agency Operations Center (AOC). Weekly reports shall be submitted every Monday of each week on the status of distribution;*
18. *Keep and update the registry of paid beneficiaries, delisted or remaining unpaid/unserved;*
19. *Submit to the concerned DSWD FO the following liquidation and financial reporting documents, in accordance with COA Circular No. 94-013 or the Rules and Regulations in the Grant, Utilization and Liquidation of funds transferred to Implementing Agencies) dated December 13, 1994, and other applicable accounting and auditing manuals used by the government; viz: (i) Report of checks (ROC) issued or report of disbursements (ROD) duly certified by the LGU accountant and approved by the LCE; (ii) List of paid beneficiaries or payroll signed by the beneficiaries; and (iii) Copy of Official Receipt for any refund of unutilized balance, within **sixty (60) calendar days** from the last day of distribution of the financial assistance;*  
*The liquidation report may be submitted in tranches or in full but in no case shall its submission exceed sixty (60) calendar days from the last day of distribution of the financial assistance.*
20. *Keep and maintain financial and accounting records for the said funds in accordance with the generally accepted accounting and auditing principles with;*
21. *Refund to DSWD FO any unused/unclaimed funds upon submission of the required liquidation reports.*

**B. The DSWD FO shall:**

1. *Conduct technical assistance meeting/s with the concerned LGUs wherein the provisions of all applicable guidelines shall be discussed extensively.*  
*A constant reminder shall be given to apprise the LGUs that the target beneficiaries are those identified in the DSWD Guidelines for Special AICS and the DSWD-DILG-DND JMC No. 2, series of 2021 and are residing or are found in the LGU under ECQ at the time of declaration;*  
*As needed, the assigned FO focals may provide technical assistance to the LGUs with particular concerns or issues to resolve them hastily.*
2. *Facilitate the transfer of funds to the LGU (municipality) after the duly executed Memorandum of Agreement, Affidavit of Undertaking, as applicable and approved project proposal, are submitted by the LGU. Other certification/s may also be required by the Field Office, subject to its determination of other requirements;*
3. *Release funds equivalent to the number of beneficiaries reflected in the approved project proposal submitted by the LGU. The transfer of fund shall be done in accordance with COA Circular No. 94-013 as mentioned in Item II.A.19 and other applicable government accounting and auditing manuals;*
4. *Coordinate with the DILG, PNP, or AFP or other agency on the necessary support as laid down in the JMC;*
5. *Send personnel to payout sites to strictly monitor the distribution of assistance, disbursement and utilization of funds by the LGUs;*
6. *Designate representative/s in the JMIC;*
7. *Submit a daily and weekly report through the Field Office-Agency Operation Center (FO-AOC) to the CO-AOC within the deadline set and using the prescribed template of the Policy Development and Planning Bureau;*
8. *Review and facilitate the updating and submission the registry of paid beneficiaries, delisted or remaining unpaid/unserved;*
9. *Demand the LGU, fifteen (15) working days from the last date of distribution to refund the full amount of unutilized/disallowed amount upon its submission of the liquidation report.*

**ACCOUNTABILITY**

*The signatory LCE and other responsible officials of the LGU shall be held criminally, civilly and administratively liable for all acts of malfeasance, nonfeasance and misfeasance done in violation of this agreement, issuances from the Office of the President, IATF-EID, national government agencies and applicable laws and rules and regulations.*

*The DSWD shall be free from any responsibility or liability arising from any complaints or investigation filed against the LGU relative to the distribution of the Special AICS by the LGU.*

**INTERPRETATION**

*The provisions of this MOA shall be construed in relation to the Special AICS Guidelines issued by the DSWD and other applicable issuances by the National Government. In case of conflict between the provisions of this MOA and any other governmental issuance, the provisions of the Special AICS Guidelines of the DSWD shall prevail. In case of any gap, the LGU shall request for clarification from the DSWD FO and the advice or recommendation so provided shall be strictly followed by the LGU.*

**SEPARABILITY**

*In case any provision hereof or any party thereof be declared void or unenforceable by competent authorities, the provision/s unaffected by such declaration shall remain valid and binding among the parties, their successors and assigns.*

**EFFECTIVITY**

*The MOA shall take effect upon signing of the parties and shall remain in full force and effect until **the completion of the distribution of the Special AICS to all target beneficiaries of the LGU, subject to prescribed deadline under JMC No. 2, series of 2021** or any subsequent issuance/s.*

*Provided that the LGU continues to be bound by the MOA until full liquidation of the funds transferred by the DSWD.*

**NOW THEREFORE**, on motion of HON. SUZETTE MARIE HILADO-BANNO, Chairperson, Committee On Women, Family, Social Services and Senior Citizen (Including Indigents) and duly seconded by Hon. Dennis T. Valencia, Hon. Neri T. Camiña, Hon. Marlon R. Teruñez, Hon. Reynaldo E. Tumabotabo, Hon. Julius T. Ledesma, Hon. Ma. Gerrylin Santuyo-Camposagrado, Hon. Norberto T. Turalba, Hon. Jerry T. Tuares and Hon. Dyossa Marie T. Teruñez;

**RESOLVE, AS IT IS HEREBY RESOLVED**, to authorize the Municipal Mayor, Atty. Suzette T. Alquisada, For And In Behalf of the Municipality of Tigbauanto Enter Into a Memorandum of Agreement (MOA) with the Department of Social Welfare And Development For The Provision Of Assistance To Individuals And Families In Crisis Situation "AICS" Due To The Declaration Of Localized Enhanced Community Quarantine To Govern The Distribution Of Cash Assistance Referred To As "Special AICS", To The Individuals And Families Who Are Residing Or Are Found In the Province, City Or Municipality Declared Under Localized ECQ";

**RESOLVED FURTHER**, to forward copies of this Resolution to the Office of the Municipal Mayor, Atty. Suzette T. Alquisada, to the Department Of Social Welfare And Development Office, Through Regional Director Ma. Evelyn B. Macapobre, CESO III, DSWD Field Office VI, 154 M. H. delPilar, Molo, Iloilo City and to all concerned for their information and/or appropriate action.

**APPROVED.**

**CERTIFIED CORRECT:**

  
**MA. GEMMA T. MOLO**  
Acting S.B. Secretary

**ATTESTED:**

  
**ATTY. VIRGILIO T. TERUEL**  
Vice Mayor & Presiding Officer

HON. VIRGILIO T. TERUEL, LAWYER  
Municipal Vice Mayor

Sangguniang Bayan Members:

Hon. Dennis T. Valencia  
Hon. Neri T. Camiña  
Hon. Marlon R. Teruñez

Hon. Suzette Marie Hilado-Banno, M.D.  
Hon. Reynaldo E. Tumabotabo  
Hon. Julius T. Ledesma, O.D.

Hon. Ma. Gerrylin Santuyo-Camposagrado, Lawyer, MPA  
Hon. Norberto T. Turalba  
Hon. Jerry T. Tuares, (LnB-Pres.)- Civil Engineer  
Hon. Dyossa Marie Teruñez (SKMF-Pres.)