



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 60th REGULAR SESSION OF THE 12TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON JANUARY 29, 2024.

Present:

- | | |
|-------------------------------------|------------------------|
| HON. WILFREDO L. MALONG, SR. | - Municipal Vice Mayor |
| HON. RONALDO D. ENCABO | - SB Member |
| HON. ARNOLD L. FLORES | - SB Member |
| HON. HERMES B. CABALES | - SB Member |
| HON. RHOLLY A. LABANG | - SB Member |
| HON. MA. GEMMA C. ALBISO | - SB Member |
| HON. ROMEO G. LIGAN | - SB Member |
| HON. JELITO R. PEÑONAL | - SB Member |
| HON. JUSTONY G. SULATORIO | - SKF President |
| HON. ROMEO D. PARILA | - IPMR |

Absent:

- | | |
|-----------------------------------|-----------------------|
| HON. FREDERICK R. BALANDRA | - SB Member – S.L |
| HON. JOEL L. FAMOR | - ABC President – S.L |

RESOLUTION NO. 0284-2024

AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLO R. S. CERILLES, RMT, MAGD, TO ENTER AND SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF DUMALINAO BY AND BETWEEN THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT FIELD OFFICE IX, REPRESENTED BY ITS REGIONAL DIRECTOR, RIDUAN P. HADJIMUDDIN, CESO IV, FOR THE IMPLEMENTATION OF SOCIAL PENSION FOR INDIGENT SENIOR CITIZENS (SPISC) IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the request of the Municipal Social Welfare and Development Officer, Ms. Elaine Mae E. Saripada, RSW to authorize the Local Chief Executive to enter and sign a MOA on behalf of the LGU-Dumalinao by and between the DSWD Field Office IX, for the implementation of SPISC in the locality;

WHEREAS, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned;



WHEREAS, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof, which provides that upon authorization by the sangguniang bayan, represent the municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

WHEREAS, Social Pension for Indigent Senior Citizens (SPISC) is a government assistance mandated under R.A 9994 to provide social protection measures, programs and services geared toward the empowerment of disadvantaged individuals, families and communities for poverty alleviation;

WHEREAS, the LGU-Dumalinao recognizes the importance of providing social assistance and protection to indigent senior citizens in the locality;

WHEREAS, the SPISC through the Transfer Fund mode by the DSWD will be releasing funds to the locality amounting to Thirty-Two Million Fifty-Two Thousand Pesos (Php32, 052, 000.00) for the year 2024;

WHEREAS, the terms and conditions stipulated in the Memorandum of Agreement (MOA) were thoroughly reviewed by this August body and found to be advantageous and within the capacity of the Local Government Unit of Dumalinao, Zamboanga del Sur;

WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;


NOW, THEREFORE, premises above-considered, on motion by **HON. HERMES B. CABALES**, the body resolved, as it hereby resolved, to authorize the Local Chief Executive, Honorable Mayor Junaflor S. Cerilles, RMT, MAGD, to enter and sign a Memorandum of Agreement on behalf of the Local Government Unit of Dumalinao by and between the Department of Social Welfare and Development Field Office IX, for the implementation of Social Pension for Indigent Senior Citizens (SPISC) in the Municipality of Dumalinao, Zamboanga del Sur.

LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and appropriate action.

DONE this 29TH day of JANUARY 2024, at Dumalinao, Zamboanga del Sur.


DARRYLLE ANGELOU A. DALID, MPA, JD
Acting Secretary to the Sanggunian

Attested and approved by:


WILFREDO L. MALONG, SR.
Municipal Vice Mayor – Presiding Officer





OFFICE OF THE MUNICIPAL SOCIAL WELFARE AND DEVELOPMENT

January 25, 2024

HON. WILFREDO L. MALONG SR.
Mun. Vice-Mayor
Dumalinao, Zambo. Sur
Zamboanga City

Dear Hon. Malong,

Greetings of Peace and Prosperity

Social Pension for Indigent Senior Citizens (SPISC) is a government assistance mandated under RA 9994 or otherwise known as Expanded Senior Citizens Act of 2010. SPISC is being implemented through the Department of Social Welfare and Development in partnership with the LGUs, NGOs, POs as well as civil society organization.

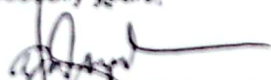
This year the LGU will once again implementing the SPISC through the Transfer of Fund mode thus the DSWD will be releasing funds to LGU Dumalinao amounting to THIRTY-TWO MILLION FIFTY-TWO THOUSAND PESOS (Php 32,052,000.00) for the year 2024.

Anent to this, may we request for an SB resolution to granting the Honorable Mayor Junafor S. Cerilles to enter into MOA between the Department of Social Welfare and Development Field Office IX for Social Pension of Indigent Senior Citizens.

Attached herewith is the **Memorandum of Agreement from DSWD Field Office IX** for review.

Thank you and More Power.

Respectfully yours,


ELAINE MAY E. SARIPADA, RSW
Mun. Social Welfare & Dev't. Officer

OFFICE OF THE MUNICIPAL SECRETARY
Municipality of Dumalinao, Zamboanga del Sur

RECEIVED

1-25-24 Time: 9:21 AM



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this _____ at _____, between and among:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD)**, government agency created pursuant to Republic Act No. 5416, through its **REGIONAL OFFICE IX**, with the office address at **General Vicente Alvarez St., Zamboanga City**, and represented by **RIDUAN P. HADJIMUDDIN, CESO IV** in his capacity as the Regional Director (hereinafter referred to as **DSWD**, the First Party).

And

The **LOCAL GOVERNMENT UNIT OF DUMALINAO** with address at **Poblacion, Dumalinao, Zamboanga del Sur** herein represented by its **LOCAL CHIEF EXECUTIVE, HON. JUNAFLOR S. CERILLES** duly authorized to represent the **LGU**, (hereinafter referred to as **LGU**, the Second Party).

WITNESSETH:

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, Social Pension for Indigent Senior Citizens (**SPSC**) is a government assistance mandated under R.A. 9994 or otherwise known as *Expanded Senior Citizens Act of 2010*. **SPSC** is being implemented through the Department of Social Welfare and Development (**DSWD**) in partnership with the **LGUs**, **NGOs**, **POs** as well as civil society organization.

WHEREAS, these mandates include implementation of social protection measures, programs and services geared toward the empowerment of disadvantaged individuals, families and communities for poverty alleviation.

WHEREAS, the Senior Citizens are mostly affected by the inflation and economic challenges as the population continues to age, the matter of securing a steady income to support the well-being of older persons become more relevant in addressing issues of poverty and limited access to resources.

WHEREAS, consistent with the immediately preceding, the **DSWD** shall ensure the provision of the payout pertinent to the Social Pension for Indigent Senior Citizens Program shall likewise be continued to ensure that the objectives of the program shall be attained on time when it is most needed by its beneficiaries.

WHEREAS, Senior Citizens who are receiving pension from the **GSIS**, **SSS**, Veterans or **AFPMBAI** and other private insurance company and with permanent source of income, or regular support from his/her relatives to meet his/her basic needs are **NOT ENTITLED** to the monthly stipend.

WHEREAS, the **DSWD** is constrained to conduct simultaneous pay-outs due to various programs / activities being conducted nationwide considering the circumstances and factors that are beyond the control of the **DSWD**.

WHEREAS, to ensure the provision of cash subsidy in the form of social pension, the DSWD Field Office IX through the Regional Social Pension Unit (RSPU) and the LGUs shall be partners of the National Government Agencies, in the expeditious delivery of assistance to the senior citizens in every city/municipality.

WHEREAS, in light of the supervening events, the LGUs and the DSWD shall forge an agreement for the effective and on time delivery of the Social Pension for Indigent Senior Citizens.

WHEREAS, fund transfer to LGU is identified as one of the delivery schemes to fast track the payout of Social Pension to the beneficiaries, as stipulated in **Republic Act No. 11916 and Memorandum Circular No. 17, series of 2022.**

NOW, THEREFORE, for and in consideration of the foregoing premises, hereinafter set forth, the PARTIES hereby agree as follows:

I. THE PROGRAM:

The "Social Pension for Indigent Senior Citizen Program" is the provision and augmentation of Php1,000.00 monthly stipend to be released twice in a year or in SEMESTRAL period to potential senior citizens for their daily subsistence especially for the maintenance of medicines and vitamins as response of the government to the vulnerable sector.

II. LEGAL BASES :

1. Philippine Constitution Article XIII, Section 11

"The state shall adopt an integrated and comprehensive approach to health development which shall endeavor to make essential goods, health and other social services available to all people at affordable cost. There shall be priority for the needs of the under-privileged, sick, elderly, disabled, women, and children. The State shall endeavor to provide free medical care to paupers"

2. Philippines Constitution Article XV, Section 4

"The family has the duty to care for its elderly members but the state may also do so through just programs of social security"

3. Republic Act No. 9994 Section 5, Paragraph H, Number 1 as amended by Republic Act no. 11916, Section 2

" Indigent Senior Citizens shall be entitled to a monthly stipend amounting to not less than One Thousand Pesos (Php 1,000.00) to augment the daily subsistence and other medical needs of senior citizens";

III. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. The DSWD (First Party) shall:

1. Manage and supervise the implementation of the program for indigent senior citizens in coordination with the Local Government Unit;
2. Through the Regional Social Pension Unit (RSPU) under the Protective Service Division, coordinate with the LGUs, other partners and stakeholders.

3. Prepare the Certificate of Eligibility of Social Pensioners as basis for payment by the Second Party / LGU;
4. Send the Certificate of Eligibility of Social Pensioners to the Second Party / LGU at least two weeks before the scheduled payout;
5. Release the funds, in the amount of **THIRTY-TWO MILLION FIFTY-TWO THOUSAND PESOS ONLY (Php32,052,000.00)** with the following breakdown **1st semester (Php16,026,000.00)** and **2nd semester (Php16,026,000.00)** with its total amount corresponding to the **2,671** target beneficiaries indicated in the approved target and budget and in accordance with Commission on Audit Circular Number 94-013 (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;
6. Send RSPU personnel to the areas of payout to strictly monitor the distribution of assistance, disbursement, and utilization of funds by the Second Party / LGU; daily monitoring is required when warranted;
7. Conduct regular coordination, monitoring and ensure Omnibus Guidelines of Social Pension for Indigent Senior Citizens are conscientiously followed with the Second Party / LGU regarding the implementation/status of the Social Pension Program;
8. Assist in the orientation of the Provincial/City/Municipal Development Councils, and their roles and responsibilities in the Program;
9. Provide technical assistance and program updates, monitor and respond to urgent concerns of the Second Party / LGU;
10. RSPU shall require and consolidate from Second Party / LGU essential documents such as Replacement Reports, Updated List of Approved Remaining Wait-listed, Weekly Endorsement of Potential Senior Citizens for Validation, Eligibility Test and Cross Matching from LGU through the utilization of Social Pension Information System (SPIS) data;
11. Submission of progress report to the Program Management Bureau Monthly (every 5th day of the succeeding month and/or Quarterly (every 5th day of the 1st month of the succeeding quarter);
12. Download **second semester funds** upon at least 90-100% liquidation from the previous funds released;
13. Shall require and retrieve from the Second Party / LGU the List of Paid and Unpaid, Photocopy or Scanned copies of Paid Payrolls, Official Liquidation Reports / Report of Disbursement on the releases of the Social Pension stipends **within fifteen (15) working days** after each semestral payouts conducted.
14. Issue Official Receipts (OR) to the LGU with undisbursed balances for the refund of undistributed funds **within fifteen (15) working days** from the completion of the distribution.
15. Act on grievances or complaints in close coordination with the LGU;

16. Update the database of clients served **within 5 working days** upon receipt of the submitted paid beneficiaries by LGU based on payroll with corresponding attachments;
17. Submit quarterly physical accomplishment and financial report on the utilization of funds to Program Management Bureau and Financial Management Service; and
18. Conduct a Regional Implementation Review at the end of every payment/releases.

B. THE LOCAL GOVERNMENT UNIT (Second Party) shall:

1. Assume stewardship in the implementation of the Social Pension for Indigent Senior Citizen in their locality;
2. In coordination with the Barangays within the LGU, ensure that the release of the social pension subsidy to the intended beneficiaries are given within **every semester** per approved social pension payrolls of the DSWD Field Office/s.
3. Provide augmentation funds as counterpart to the implementation of the Social Pension if necessary and enact resolution supporting the program (e.g. Venue, Meals, Transportation and other logistical support).
4. Review the completeness and correctness of the information (e.g., name, address, etc.) of senior citizens who were validated and found qualified for the social pension program.
5. Ensure the data is in strict confidentiality with the obligation to protect the same from access by unauthorized third parties, and to use the same solely for the intended purpose as enunciated in the guidelines;
6. Open an account with LBP or any Authorized Government Depository Bank (AGDB); or use existing trust account for Senior Citizen Social Pension Program;
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 City / 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. Inform the FIRST PARTY of the schedule of payment of social pensioner for indigent senior citizen **at least five (5) working days** before the pay date;
9. Ensure the delivery of assistance to the beneficiaries 30 days upon receiving the funds from the DSWD by the LGU to include those at geographically isolated and disadvantaged areas (GIDA) to augment the daily subsistence and other medical needs of senior citizens.
10. Submit to RSPU DSWD the following:
 - a. Replacement Reports - on a weekly basis.

- b. Updated / Re-validated List of Eligible Senior Citizen – shall be submitted weekly.
 - c. Endorsement of Potential Senior Citizens subject for Validation, Eligibility Test, and Cross Matching from LGUs through the utilization of Social Pension Information System (SPIS) - Weekly (every Friday of the week)
11. Ensure that all Social Pension funds transferred to Second Party shall be distributed by the authorized LGU personnel to the beneficiaries strictly in accordance with the approved list of beneficiaries provided by the First Party, and in the approved amount for each beneficiary;
 12. Secure and ensure safe archives of the following documents during the conduct of payout for audit purposes:
 - a. Lists of Paid and Unpaid Beneficiaries or Payroll signed by the beneficiaries for each semester;
 - b. Photocopy of the identification card with specimen signatures of the beneficiaries;
 - c. Authorized Claimant / Representative: Aside from the Beneficiaries Authorization Letter and Photocopy of his/her OSCA or any other Valid IDs, Photocopy of claimant's valid ID, Photo of the beneficiary holding a current calendar or certification that the social pensioner is alive, and the claimant's proof of relationship to the beneficiary are presented during the actual receipt of the assistance/stipend for Social Pension, or in lieu of such, Certification from the Barangay attesting that the beneficiary has no known relative and the authorized representative is his/her caretaker;
 - d. Certificate of Payment duly signed by the authorized official of the LGU concerned.
 13. 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.
 14. Provide feedback or update on a daily basis on the status of distribution of both paid or unpaid beneficiaries. Also, furnish DSWD FO IX - RSPU of the photocopies or scanned copies of Paid Payrolls and the List of Paid and Unpaid for reference and audit purposes.
 15. Use the funds released by the DSWD to beneficiaries solely for the purpose it was drawn and based on the approved allocation per LGU.
 16. Liquidate the funds **within the period of fifteen (15) working days** after the actual distribution of funds/payout and submit liquidation report with the following attachments:
 - i. Statements of Receipts and Disbursements (SORD) certified correct by the LGU Accountant and Treasurer duly approved by the Local Chief Executive (LCE) and received by COA; and
 - ii. Copy of Official Receipt or Validated Deposit Slip for funds deposited to Bureau of Treasury for any refund of unutilized balance.

17. Keep and maintain financial and accounting records for the said funds in accordance with the Generally Accepted Accounting and Auditing principles with.
18. Refund to DSWD-FO any unused/unclaimed funds upon submission of the required liquidation reports **within fifteen (15) working days** from the completion of the distribution/payout; and
19. Perform other task related to the program.

IV. ACCOUNTABILITY

The DSWD FO IX, Local Chief Executive (LCE) and other officials shall be held criminally, civilly and administratively liable for all acts of malfeasance, nonfeasance and misfeasance done in the course of implementation of the provisions promulgated herein.

V. SEPARABILITY CLAUSE

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.

VI. EFFECTIVITY OF THIS AGREEMENT

This agreement shall take effect upon signing of the parties and shall remain in full force and effect one year, unless extended by the parties in accordance with the existing rules and regulations; provided that the LGU shall make full liquidation of the funds transferred by the DSWD for each period.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date at the place above written.

For the DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT

By:

RIDUAN P. HADJIMUDDIN, CESO IV
Regional Director
DSWD Field Office IX

For the LGU OF DUMALINAO

By:

HON. JUNAFLO R. CERILLES
Municipal Mayor

WITNESSETH:

For DSWD:

For LGU:

MA. SOCORRO S. MACASO
Assistant Regional Director for Operations

ELAINE MAE E. SARIPADA
Local Social Welfare and Development Officer

ACKNOWLEDGEMENT

Republic of the Philippines }
_____ } SS

BEFORE ME, this _____ day of _____, 2024, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	Gov't ID No.	Date Issued	Place Issued
RIDUAN P. HADJIMUDDIN, CESO IV	DSWD ID No. 09-0052	21 March 2023	Quezon City
JUNAFLORES S. CERILLES	CRN-006- 0078-2004-1		Pagadian City

Known to me as the same persons who executed the foregoing instrument, and they acknowledge to me that the same is their free act and deed.

This instrument consists of 7 pages including this page on which the acknowledgment is written.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024