

Republic of the Philippines  
Province of Davao del Norte  
City of Tagum

**BEFORE THE 4<sup>th</sup> CITY COUNCIL**

**EXCERPT FROM THE MINUTES OF THE 94<sup>th</sup> REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD AT THE SP SESSION HALL ON MAY 18, 2009.**

**PRESENT:**

Hon. ALLAN L. RELLON, MPA	City Vice Mayor (Presiding Officer)
Hon. MARIA LINA F. BAURA, CPA,	Member
Hon. ROBERT L. SO,	Member
Hon. DE CARLO L. UY,	Member
Hon. RAYMOND JOEY D. MILLAN,	Member
Hon. VICENTE C. ELIOT, SR.,	Member
Hon. JOEDEL T. CAASI,	Member
Hon. ALAN D. ZULUETA,	Member
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member
Hon. REYNALDO T. SALVE,	Member
Hon. FRANCISCO C. REMITAR,	Member
Hon. ALFREDO R. PAGDILAO,	Member (ABC Representative)
Hon. CYRIL LEONARD L. MURING,	Member (SK Representative)

**RESOLUTION NO. 758, s-2009**

**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. REY T. UY, CITY MAYOR, TO ENTER INTO AND SIGN FOR AND IN BEHALF OF THE CITY GOVERNMENT OF TAGUM A MEMORANDUM OF AGREEMENT WITH THE NCCC CARES FOUNDATION REPRESENTED BY ITS PRESIDENT, MR. LAFAYETTE A. LIM FOR THE EDUCATIONAL ASSISTANCE TO INDIGENT CHILDREN.**

**WHEREAS**, in the promotion of education among marginal families here in our city, the NCCC Cares Foundation, thru their Program Management Officer, is here in Tagum city to expand their educational assistance to indigent children;

**WHEREAS**, NCCC Cares Foundation is a non-stock, non-profit private organization geared toward implementing family and community development services as well as promoting the advocacy of uplifting and supporting the poor children in Tagum City through education;

**WHEREAS**, the City Government of Tagum acknowledges and continue supporting meaningful programs for the benefit of children through mandating City Social Welfare and Development Office (CSWDO), a Local Government Unit which enforce Social Welfare Programs in line with the city's standards to protect the rights of the poor and disadvantaged tthrough quality services;

**WHEREAS**, NCCC Cares and the City Government of Tagum agreed to enter into a partnership whereby NCCC Cares will provide educational assistance to indigent children of the city referred by the City Social Welfare and Development Office (CSWDO) through a fund grant applicable under the Educational Assistance Program of NCCC Cares and allowing the City Social Welfare and Development Office (CSWDO) to facilitate activities as deemed necessary to both parties in implementing the above mentioned partnership and in order to realize their objectives, a Memorandum of Agreement shall be the binding commitment between parties;

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**NOW THEREFORE**, be it resolved by the Sangguniang Panlungsod of Tagum to authorize the City Mayor, Hon. Rey T. Uy, to enter into and sign for and in behalf of the City Government of Tagum a Memorandum of Agreement with the NCCC Cares Foundation for the provision of educational assistance to indigent children.

**RESOLVED FURTHER**, that the full text of the Memorandum of Agreement shall be read as follows:

### **MEMORANDUM OF AGREEMENT**

#### **KNOW ALL MEN BY THESE PRESENTS**

This MEMORANDUM OF AGREEMENT entered into by and between:

NCCC CARES, Incorporated with principal address at 3<sup>rd</sup> Floor LTS Building, R. Magsaysay Avenue, Davao City, represented by its President, Mr. Lafayette A. Lim, hereinafter referred to as the FIRST PARTY;

-and-

The CITY GOVERNMENT OF TAGUM through the City Social Welfare and Development Office with principal address at Rizal Street, Tagum City, represented by its City Mayor, Hon. Rey T. Uy, hereinafter referred to as the SECOND PARTY.

WITNESSETH:

NCCC Cares is a non-stock , non-profit private organization geared toward implementing family and community development services as well as promoting the advocacy of uplifting and supporting the poor children in Tagum City through education.

City Government of Tagum acknowledges and continue supporting meaningful programs for the benefit of the children through mandating City Social Welfare and Development office (CSWDO), a Local Government Unit which enforce Social Welfare Programs in line with the city's standards to protect the rights of the poor and disadvantaged to quality services.

NCCC Cares and the City Government of Tagum agreed to enter into partnership whereby NCCC Cares will provide educational assistance to indigent children of the city referred by the City Social Welfare and Development Office (CSWDO) through a fund grant applicable under the Educational Assistance Program of NCCC Cares and allowing the City Social Welfare and Development Office (CSWDO) to facilitate activities as deemed necessary to both parties in implementing the above mentioned partnership.

NOW IT IS HEREBY AGREED AS FOLLOWS:

NCCC Cares agrees to work with the City Social Welfare and Development Office (CSWDO) in facilitating and implementing the aforementioned partnership with sets of responsibilities as defined hereinafter.

**NCCC CARES** shall:

1. Conduct re-assessment through Program Coordinator of the applicants based on the requirements submitted by the partner agency prior accepting the applicants.

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**RESOLUTION NO. 758, s-2009**, cont'd:

2. Support the school obligations of the One Hundred (100) accepted high school applicants in relation to their studies in Secondary Public Schools.
3. Provide Eight Hundred (P 800.00) Pesos broken down as follows: Three Hundred (P300.00) Pesos in the form of school supplies and Five Hundred (P 500.00) Pesos cash to be remitted directly to the school as supported by a Statement of Account.
4. Ensure that any announcements made for the Educational Assistance Program (EAP) beneficiaries shall be channeled through CSWDO.

**CSWDO** shall:

1. Abide by the Guidelines of qualifications Applicants set by NCCC Cares in referring applicants.
2. Conduct interview, assess and screen applicants to be referred to NCCC Cares Educational Assistance Program.
3. Facilitate the completion of the Educational Assistance Program Application Form, intake sheets and other requirements with master list referred applicants. This shall be submitted to NCCC Cares based on the given deadlines.
4. Refer applicants to NCCC Cares for possible availment of the EAP.
5. Allow Program coordinator to conduct re-assessment of the applicants documents based on the requirements submitted by the partner agency prior accepting the applicants.
6. Monitor, evaluate and assess the children on their school performance, welfare, conduct and discipline while under the EAP.
7. Submit grantee's report card to NCC Cares based on given deadlines.
8. Disseminate information and announcements to the grantees as released by NCCC Cares.
9. Facilitate in the developmental and enrichment activities as required by NCCC Cares.
10. Submit Social Case Study Report per grantee to NCCC Cares once in a school year.

The initial term of this Memorandum of Agreement shall be one (1) year from the date signed by all parties and shall remain in effect unless any party desires to renegotiate or cancel the Agreement.

This Agreement may be terminated at any time by any party by mutual consent or by giving thirty (30) days written notice to the other party.

Either Party shall not transfer or assign this MOA or any of the rights or obligations under this MOA without prior written consent of the other Party.

In Witness Whereof, the parties have hereunto set their signatures this \_\_\_ day of \_\_\_\_\_, 2009 in Tagum City, Philippines.

**NCCC CARES, Inc.**

**CITY GOVERNMENT OF TAGUM**

**Mr. LAFAYETTE A. LIM**  
President

**HON. REY T. UY**  
City Mayor

Witnessed by:

\_\_\_\_\_ and \_\_\_\_\_

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
Tagum City ) s.s.

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BEFORE ME, a Notary Public personally appeared LAFAYETTE A. LIM, President, NCCC Cares, Inc. with Community Tax Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_, 2009 and Hon. Rey T. Uy, City Mayor, city Government of Tagum with Community Tax Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_, 2009 known to me to be the same persons who have executed the above Memorandum of Agreement and who acknowledged that the same is their voluntary act and deed. I further certify that this document consist of \_\_\_\_\_ pages including this page and that the parties together with their instrumental witnesses have signed their names on every page of this document.

WITNESS my hand and seal this \_\_\_ day of \_\_\_\_\_, 2009 at Tagum City, Philippines.

Notary Public

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**CARRIED AND APPROVED**

**I HEREBY CERTIFY to the correctness of the foregoing.**

**(Sgd) REY A. BUHION**  
**Secretary to the Sanggunian**

**ATTESTED AND CERTIFIED**  
**TO BE DULY ADOPTED:**

**(Sgd) ALLAN L. RELLON, MPA**  
**City Vice Mayor**  
**(Presiding Officer)**

*fname:RN75809*  
*ffm*