

Republic of the Philippines
Province of Davao del Norte
CITY OF TAGUM

BEFORE THE 5TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 29TH REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON JANUARY 31, 2011 AT THE SP SESSION HALL.

PRESENT:

Hon. ALLAN L. RELLON, MPA,	City Vice Mayor (Presiding Officer)
Hon. DE CARLO L. UY,	Member
Hon. MARIA LINA F. BAURA,	Member
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member
Hon. ROBERT L. SO,	Member
Hon. JOEDEL T. CAASI,	Member
Hon. OSCAR M. BERMUDEZ,	Member
Hon. ALAN D. ZULUETA,	Member
Hon. GETERITO T. GEMENTIZA,	Member
Hon. TRISTAN ROYCE R. AALA,	Member
Hon. FRANCISCO C. REMITAR,	Member
Hon. ALFREDO R. PAGDILAO,	Member (ABC Representative)
Hon. JACQUELINE GRACE Q. EDULLANTES,	Member (SKF Representative)

RESOLUTION NO. 220, s-2011

“A RESOLUTION AUTHORIZING 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 (MOA) AMONG THE UNIVERSITY OF MINDANAO – TAGUM COLLEGE AND THE DEPARTMENT OF EDUCATION (DepEd) DIVISION OF TAGUM.”

WHEREAS, pursuant to section 16 of the Local Government Code of 1991 that every Local Government Unit shall exercise the powers expressly granted, those necessary implied therefrom, as well as powers necessary, appropriate or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare;

WHEREAS, it is the policy of the states, within their respective territorial jurisdictions, to ensure and support, among other things, afford its people with skills and employment assistance, programs and welfare of the skilled workers;

WHEREAS, the City Government of Tagum encourages and welcomes partnership with other agencies or entities as provided with legal basis to initiate and institutionalize the Skilled Workers English Enhancement Program (SWEEP);

WHEREAS, the City Government of Tagum recognizes its responsibility to provide immediate and appropriate assistance to skilled workers in the City of Tagum;

NOW THEREFORE, be it resolved by the 5th City Council 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 (MOA) among the University of Mindanao – Tagum College and the Department of Education (DepEd) Division of Tagum.

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:

LOCAL GOVERNMENT UNIT OF TAGUM CITY, with an office address at City Hall Building, Rizal St., Tagum City represented by the City Mayor, **HON. REY T. UY**, of legal age, married and a resident of Apokon Rd., Tagum City with official address at City Hall Building, Rizal St., Tagum City, hereinafter referred to as the **FIRST PARTY**;

The **UNIVERSITY OF MINDANAO TAGUM COLLEGE**, a non-sectarian higher learning institution duly organized and existing under the Philippine laws, with its principal office at Mabini Street, Tagum City, represented by its Assistant Vice President for Tagum **FELY D. RABACA**, of legal age, married and a resident of Tagum City, hereinafter referred to as the **SECOND PARTY**;

-and-

-over-

DepEd Tagum City Division, with an office address at Energy Park, Apokon, Tagum City represented by the Schools Division Superintendent, **NENITA E. LUMAAD**, of legal age, married and with official address at DepEd Building, Energy Park, Apokon, Tagum City, hereinafter referred to as the **THIRD PARTY**;

WITNESSETH:

WHEREAS, the FIRST PARTY through its City Literacy Coordinating Council (CLCC) envisions itself for an empowered and culture sensitive, committed to develop, quality literacy skills for a functionally literate Tagumeños equipped with positive work attitude;

WHEREAS, the FIRST PARTY commits itself to establish comprehensive and sustainable literacy programs that will assist Tagumeños improve their standard of living;

WHEREAS, the FIRST PARTY aims to produce effective workforce equipped with necessary skills and competence that will make them globally competitive;

WHEREAS, the SECOND PARTY through its Community Extension Services will facilitate the First Party's SKILLED WORKERS ENGLISH ENHANCEMENT PROGRAM (SWEEP) as an expression of its commitment to help the community in a wider scope;

WHEREAS, SWEEP will provide the trainees with adequate training on Basic English and oral communication skills;

WHEREAS, the SECOND PARTY shall mobilize its faculty, staff and student volunteers in the implementation of the said program;

WHEREAS, the SECOND PARTY through its Community Extension Services shall take charge in overseeing the conduct of the SWEEP and ensure its proper implementation;

WHEREAS, the FIRST PARTY with its aim of developing a self-reliant community, fully recognizes the SECOND PARTY as an entity committed to assist in the implementation and monitoring of the said program;

WHEREAS, the THIRD PARTY, as among the initiator of the SWEEP shall assess and evaluate the effectiveness of the program and propose amendments if there need be;

NOW THEREFORE, in consideration of the foregoing premises, all parties hereunto have agreed to the following terms and conditions.

FIRST PARTY

SECTION I. Responsibilities of the Parties

A. FIRST PARTY – it shall be the responsibility of the First Party (LGU):

1. To prepare a program design indicating therein, among others, the rationale, objectives, methodology, budgetary requirements of SWEEP;
2. To designate a personnel who shall primarily be responsible in overseeing the efficient and effective implementation of the SWEEP;
3. To coordinate with the SECOND PARTY in all stages of the program's implementation;
4. To monitor regularly the progress of the SWEEP and prepare necessary reports to update all concerned stakeholders.
5. To see to it that the SECOND PARTY facilitates the conduct of the activity in compliance with its responsibilities indicated herein;
6. To identify the trainees of the program, the number of which shall not be less than thirty (30) nor more than fifty (50) per batch;
7. To facilitate the requirements of the trainees during the conduct of training like the learning module and test materials.
8. To provide the necessary resources and ensure the sustainability of the program.
9. To provide honorarium to two (2) trainers in the amount of Two Hundred Fifty Pesos (P250.00) each per session which shall be taken from the Special Education Fund (SEF) under the NFE – Literacy Program

10. To assist the SECOND PARTY in all other activities that will be facilitated to ensure the success of the program.

B. SECOND PARTY

It shall be the responsibility of the Second Party (UMTC):

1. To coordinate with through the FIRST PARTY through Public Employment Service Office in the implementation of the (SWEEP).
2. To assign a team known as SWEEP TEAM who will be responsible in the conduct/implementation of the program.
3. To assign competent, committed and properly trained facilitators/trainers for every batch of 30 -50 trainees.
4. To conduct SWEEP training to the identified skilled workers.
5. To recognize the best trainees among the participants.
6. To prepare the certificate of participation after the training.
7. To assist the FIRST PARTY in the preparation and conduct of the culmination program.
8. To provide the school facilities, necessary for effective implementation of the program such as Audio- visual room and speech laboratory.

C. THIRD PARTY

It shall be the responsibility of the Third Party (DepEd Tagum City Division):

1. To guide the FIRST PARTY and SECOND PARTY for the smooth implementation of the SWEEP.
2. To be responsible in the monitoring and assessment of the program
3. To recommend ways and methods to further improve the program

SECTION 2 AMENDMENT - Any modification or amendment to this Agreement shall be subject to the mutual consent of the parties;

SECTION 3 EFFECTIVITY - This MOA shall take effect immediately upon its execution and is irrevocable unless all the parties consent thereto.

IN WITNESS WHEREOF, the parties hereby set their minds and hands this _____day of _____, 2011 at Tagum City, Philippines.

Local Government Unit of Tagum City

First Party

REY T. UY
City Mayor

**University of Mindanao Tagum
College
Second Party**

FELY D. RABACA
AVP-UM Tagum

**DepEd - Division of Tagum
Third Party**

NENITA E. LUMAAD
Schools Division Superintendent

SIGNED IN THE PRESENCE OF:

NILDA A. GARCIA, MPA
PESO Manager
Tagum City

NICANDRO T. SUAYBAGUIO, JR.
City Councilor/ Co-Chairperson- CLC
Chairperson Committee on Education & Culture
Tagum City

GRACE SANTA D. ESTRADA, Ed.D
Dean of College

ALICIA N. SULAYON, MBA
Community Extension Center – Chief

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
PROVINCE OF DAVAO DEL NORTE }
CITY OF TAGUM }

BEFORE ME, a notary Public of and in the City of Tagum, the following person with their respective Community Tax Certificate appeared the following:

NAME	COMMUNITY TAX CERT. NO.	DATE & PLACE ISSUED
Rey T. Uy	_____	_____
Fely D. Rabaca	_____	_____
Nenita E. Lumaad	_____	_____
Grace Santa D. Estrada	_____	_____
Alicia N. Sulayon	_____	_____
Nilda A. Garcia	_____	_____
Nicandro T. Suaybaguio, Jr.	_____	_____

All known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

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

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2011

CARRIED AND APPROVED.

I HEREBY CERTIFY to the correctness of the foregoing.

REY A. BUHION
Secretary to the Sanggunian

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

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