

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

BEFORE THE 4TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 111th REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON SEPTEMBER 22, 2009 AT THE SP SESSION HALL.

PRESENT:

Hon. ALLAN L. RELLON, MPA	City Vice Mayor (Presiding Officer)
Hon. MARIA LINA F. BAURA	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. CYRIL LEONARD L. MURING,	Member (SKF Representative)
Hon. ALFREDO R. PAGDILAO,	Member (ABC Representative)

RESOLUTION NO. 897, S-2009

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 THE MEMORANDUM OF AGREEMENT WITH THE LOCAL GOVERNMENT ACADEMY (LGA) OF THE DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT REPRESENTED BY ITS EXECUTIVE DIRECTOR MARIVEL C. SACENDONCILLO.

WHEREAS, the Local Government Academy (LGA) of the Department of the Interior and Local Government (DILG) is implementing a project entitled Family Based Action for Children and their Environs in the Slums (MDG-FACES);

WHEREAS, the City Government of Tagum shall select a slum community with forty (40) children/families as target beneficiaries for the Three Hundred Thousand Pesos (P 300,000.00) grant from the LGA-DILG as its financial commitment to help alleviate the living condition of the beneficiaries;

WHEREAS, this Local Government Unit and the LGA-DILG recognize the fact that the children compose one of the vulnerable groups/sectors of the society and this needs a focused and regularly monitored intervention to make them productive adults in the future;

WHEREAS, the city is ready and willing to enter into an agreement with the Local Government Academy concerning the implementation of the project and comply with all the requirements as may be required;

NOW THEREFORE, be it resolved by the Sangguniang Panlungsod to authorize the City Mayor, Hon. Rey T. Uy to enter into and sign for and in behalf of the City Government of Tagum, the Memorandum of Agreement with the Local Government Academy (LGA) of the Department of the Interior and Local Government represented by its Executive Director Marivel C. Sacendoncillo.

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

The **LOCAL GOVERNMENT ACADEMY (LGA)** of the Department of the Interior and Local Government (DILG) of the Philippines, a government entity with office address at 8th Floor Agustin 1 Building, F. Ortigas Jr. Road, Pasig City, herein represented by **Executive Director Marivel C. Sacendoncillo**, and herein referred to as the "Implementing Partner" or IP;

-and-

The **CITY OF TAGUM**, a Local Government Unit with office address at City Hall, Tagum, Davao del Norte, herein represented by **Honorable Rey T. Uy, City Mayor**, and herein referred to as the "City".

Both Implementing Partner and City hereinafter collectively referred to as the "Parties".

WITNESSETH

Whereas, the Local Government Academy (LGA) of the Department of Interior and Local Government (DILG) is implementing the project entitled Family-based Actions for Children and their Environs in the Slums (MDG-FACES) hereinafter referred to as "the project";

Whereas, the Local Government Academy (LGA) requires the support of the City to implement/develop the project deliverables as provided in the Terms and Reference (TOR);

Whereas, the City is ready and willing to enter into an agreement with the Local Government Academy concerning the implementation of the project and to comply with all the requirements as may be required;

Now Therefore, for and in consideration of the foregoing premises, the parties hereto agree to enter into their MOA under the following terms and conditions:

Article 1 – Appointment of the City

1. The Local Government Academy (LGA) hereby appoints the "City" which is expected to contribute to the implementation of the following activities and the corresponding outputs:
 - a. Selection and mobilization of the slum community
 - b. Assign a 4-man project team
 - c. Develop a Family MDG Covenant
 - d. Establish a structure for Quick Response Mechanism
 - e. Provide counterpart for quick response mechanism and demonstration project
2. The City hereby accepts the said appointment, including all the responsibilities specified in this MOA and the TOR.

Article 11a – Rights and Responsibilities of the Local Government Academy (LGA)

1. The Local Government Academy shall undertake the following responsibilities:
 - a. Provide guidance, supervision and oversight on the City's performance of its responsibilities;
 - b. Review, monitor and certify the satisfactory completion of outputs by the City;
 - c. Resolve operational issues and concerns that may arise in the course of project implementation; and
2. The Local Government Academy, shall review the quality of work and progress made contributing to the delivery of the project outputs. If it is not satisfied with the quality of work and progress made by the City at the time of the review, it may either:
 - a. Withhold the next payment to the City until in its opinion the situation has been adequately resolved;
 - b. Declares this Agreement terminated in accordance with the termination clauses of

- c. Through a participatory process, prepare and implement the community action plan that will address priority MDG goals;
 - d. Manage effective and timely delivery of outputs and procurement of inputs as specified in the TOR;
 - e. Receive from the IP the funds allocated for the project as specified in the schedule of fund releases tranches in the approved TOR and ensure the judicious and proper utilization of programme funds;
 - f. Coordinate with the IP's Project Coordination Team (PCT) including designated counterparts (other responsible parties) as deemed necessary based on the project implementation design;
 - g. In addition to reporting requirements corresponding to the schedule of fund releases, submit, in a timely manner, the prescribed quarterly progress report to the IP together with a photo documentation of the project activities. All reports shall be written in the English language, and shall describe in detail the activities rendered including its outputs as provided under this MOA during the period of time covered in such report.
 - h. Actively participate in the initial and concluding national workshops to be organized by the IP;
 - i. Develop a plan to replicate the experiences of this pilot project in the other slum communities within the city; and
 - j. Undertake any other actions that may be needed for the successful implementation of the project.
2. The City shall perform the activities and deliver the outputs as described in the TOR with due diligence and efficiency and in accordance with this MOA.
 3. Subject to the expressed terms of this MOA, the City shall take responsibility in the judicious use of Project Funds for the delivery of the outputs as provided in the TOR. However, both the quality of work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by the Local Government Academy. The City understands that if, at any time, LGA, is not satisfied with the quality of work or progress made toward achieving such goals and outcomes, may either:
 - a. Withhold payment until the City has satisfactorily corrected/improved the output/s;
 - b. Declare this agreement terminated in accordance with the termination clauses of this MOA; or
 - c. Seek other remedy as may be necessary, in accordance with Philippine Government Rules.
 4. The City shall not be held responsible for any loss, change, or any delay on the completion of the project due to fortuitous event or whatever cause beyond their control.
 5. The City shall be solely liable for claims by third parties arising from their own acts or omissions outside the stipulations herein specified in this MOA and under no circumstance the IP be held liable for such claims.
 6. The rights and obligations of the city shall be limited to the terms and conditions of this MOA.

Article III – Financial Responsibilities of the Parties

1. In full consideration for the complete and satisfactory performance of the City under this MOA, the Local Government Academy shall provide funds to the City a fixed amount of Php 300,000.00.
2. The Local Government Academy shall effect the release of funds to the City after its acceptance of the reports submitted by the City upon achievement of the corresponding milestones and for the following amounts:

Milestone	Percentage of Payment Due	Conditions to Payment
First Tranche	20% of the total funds	Upon signing of the MOA

3. The Local Government Academy and City shall ensure that funds provided pursuant to this MOA shall be strictly used in accordance with the Detailed Work and Financial Plan, as indicated in the TOR and the approved AWP, and none may be used for any purpose other than those expressly set forth therein. Should re-allocations be deemed necessary, approval of these revisions must be obtained from the Local Government Academy.
4. The City shall open a bank account solely for the project, using the project name as its bank account name, to facilitate transfer of funds, disbursement and effecting sound financial controls.
5. Whenever necessary, the Local Government Academy may request the City to compile and make available all financial records and information related to the implementation of this project.
6. The City acknowledges that the Local Government Academy has made no actual or implied promise of funding except for the amounts specified by this MOA. If any of the funds are returned to the Local Government Academy or if this MOA is rescinded, the City acknowledges that the Local Government Academy will have no further obligation to the City as a result of such return or rescission.

Article IV – Ownership

1. The full ownership of the outputs derived from this MOA and accountabilities shall remain with the Local Government Academy.
2. Ownership of intellectual property rights for reports, studies, documents and other written materials generated and brought into existence in connection with this project shall rest upon the Local Government Academy.
3. All reports, studies, documents and written materials are therefore not to be used, copied, sold or published without written approval from the Local Government Academy.
4. Any equipment purchased by the City from the project funds shall be used for the purpose specified in the TOR and shall be the property of the Local Government Academy, unless specifically transferred to the City under a separate agreement, or until such time when the project is completed and officially turned over by the Local Government Academy to the City.

Article V – Commencement of Work

1. Implementation shall immediately commence upon the effectivity of this MOA. Activities shall be undertaken as indicated in the TOR validated and signed by the Project Team Manager designated by the City.

Article VI – Settlement of Disputes

1. Any controversy or claim arising out of or in accordance with this MOA, or any breach thereof, unless it is settled by direct negotiations, shall be settled amicably by the parties.

Article VII – Termination

1. This agreement may be terminated through a written advanced notice to be issued by either PARTY to the other PARTY only on the following grounds and premises:
 - a. Gross violation of any of the terms and conditions this AGREEMENT.
 - b. Failure of either PARTY to execute each of their assigned responsibilities and non-adherence to all provisions herein stated.

Article VIII – Amendments and Severability

1. No modification of or change in this MOA, waiver of any of its provisions, or additional contractual provisions shall be valid or enforceable, unless previously approved in writing or duly signed in the form of a written amendment by the parties hereto, or their duly authorized representatives.

Article IX – Effectivity and Validity

- 1. This Agreement shall take effect upon signing of the parties herein stated and shall be in force until December 31, 2009.

Article X – General Provision

- 1. This Agreement and the Terms of Reference attached hereto, shall form the entire MOA between the Local Government Academy and City superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this MOA.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives duly authorized for this purpose, affix their signatures, this ___ day of _____, in Philippines.

For the MDG-FACES Project

For the CITY

MARIVEL C. SACENDONCILLO
Executive Director
L G A

REY T. UY
City Mayor
Tagum City

ACKNOWLEDGMENT

Republic of the Philippines)
_____ Metro Manila } s.s.

BEFORE ME, a Notary Public in and for _____,

Personally appeared:

N a m e	Community Tax Certificate Number	Place/Date Issued
MARIVEL C. SACENDONCILLO	_____	_____
REY T. UY	_____	_____

Known to me and to me known 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 as well as that of the organizations represented herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of _____, 2009, at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2009.

CARRIED AND APPROVED.

I HEREBY CERTIFY to the correctness of the foregoing.

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

ATTESTED AND CERTIFIED
