

OFFICE OF THE SECRETARY – SANGGUNIANG PANLUNGSOD

EXCERPT FROM THE MINUTES OF THE 13TH REGULAR SESSION OF THE 8TH CITY
COUNCIL HELD ON OCTOBER 22, 2013 AT THE SESSION HALL

APPROVED UNDER SUSPENDED RULES

Sponsored by: Coun. Arlene Jane Alvarez-Reyes

RESOLUTION NO. 8THCC-032

**AUTHORIZING THE CITY MAYOR, HONORABLE JOSEPH SALVADOR TAN,
TO ENTER INTO AND EXECUTE, FOR AND IN BEHALF OF THE CITY
GOVERNMENT OF SANTIAGO, MEMORANDUM OF AGREEMENT
WITH EARLY CHILDHOOD CARE AND DEVELOPMENT (ECCD)
COUNCIL, RELATING TO THE CONSTRUCTION OF A
NATIONAL CHILD DEVELOPMENT CENTER
(NCDC) IN SANTIAGO CITY**

WHEREAS, the Early Childhood Care and Development (ECCD) Council is duly mandated in accordance with Republic Act 10410 (Early Years Act) to institutionalize a National System for Early Childhood Care and Development that is comprehensive, integrated and sustainable that will involve multi-sectoral and interagency collaboration at the national and local levels to promote the optimum growth and development of Filipino children ages zero (0) to four (4) years;

WHEREAS, in pursue of the above mandate, the ECCD Council aims to further enhance the provision of quality home-based and center-based ECCD programs in partnership with Stakeholders;

WHEREAS, the Early Years Act mandates the establishment of National Child Development Center (NCDCs) that serve as laboratory of the different modes of delivery of center-based ECCD Programs;

WHEREAS, the City Government of Santiago has signified its intention to avail the grant for the establishment and operations of a National Child Development Center (NCDC) in Santiago City;

WHEREAS, in order to facilitate the release of the grant, there is a need for the city government and the ECCD Council to enter into a Memorandum of Agreement for the purpose;

WHEREFORE, on motion of Coun. Arlene Jane Alvarez-Reyes, duly seconded, be it -


RESOLVED, as it is hereby resolved, to authorize City Mayor, Honorable Joseph Salvador Tan, to Enter into and Execute, for and in Behalf of the City Government of Santiago, Memorandum of Agreement with Early Childhood Care and Development (ECCD) Council, Relating to the Construction of a National Child Development Center (NCDC) in Santiago City.

RESOLVED FURTHER, to authorize City Mayor Joseph S. Tan to execute the agreement on behalf of the city government.


RESOLVED FINALLY, to furnish a copy of this resolution to all persons, offices and government agencies concerned for their information and guidance.

ADOPTED, October 22, 2013.

CERTIFIED TRUE AND CORRECT:


ORLANDO C. TUMANUT
(Administrative Officer II)
Acting Secretary to the Sanggunian

ATTESTED:


MARCELINO C. CABUCANA JR.
City Vice Mayor & Presiding Officer

APPROVED:


JOSEPH S. TAN
City Mayor

MEMORANDUM OF AGREEMENT

SO THE PUBLIC MAY KNOW:

This MEMORANDUM OF AGREEMENT (MOA) executed in _____, Philippines this _____ day of _____ 2013 by and between:

The **EARLY CHILDHOOD CARE AND DEVELOPMENT (ECCD) COUNCIL**, a National Government Agency duly organized and existing under the laws of the Philippines with office address at the 5th Floor, PDAF Building, Sen. Gil Puyat Avenue, Makati City, represented by its Executive Director, Dr. TERESITA G. INCIONG, hereinafter referred to as ECCD COUNCIL;

--and-

The City of Santiago, Province of Isabela, a Local Government Unit (LGU) duly organized and existing under the laws of the Philippines, with office address at San Andres Santiago City represented by **HON. JOSEPH S.TAN**, City Mayor, by virtue of Sangguniang Panglungsod Resolution No. 8THCC-032, hereinafter referred to as the LGU.

WITNESSETH:

WHEREAS, the ECCD Council is duly mandated in accordance with Republic Act No. 10410 (Early Years Act) to institutionalize a National System for Early Childhood Care and Development (ECCD) that is comprehensive, integrative and sustainable that will involve multi-sectoral and inter-agency collaboration at the national and local levels to promote the optimum growth and development of Filipino children ages zero (0) to four (4) years;

WHEREAS, in pursuance in the above mandate, the ECCD Council aims to further enhance the provision of quality home-based and center-based ECCD programs in partnership with stakeholders;

WHEREAS, the Early Years Act mandates the establishment of National Child Development Centers (NCDC's);

WHEREAS, the NCDC will serve as laboratory of the different modes of delivery of center-based ECCD programs;

WHEREAS, as a stakeholder, the City will support the establishment and operations of a NCDC in its jurisdiction;

WHEREAS, the DepEd will also support the establishment and operation of NCDC within the City by facilitating the smooth transition from early learning to kindergarten and primary school;

WHEREAS, in accordance with the principles of local autonomy and integrated development, there is a need to coordinate national government policies and programs with those of local government units;



WHEREAS, the parties have agreed to undertake a cooperative endeavor for the establishment of a NCDC within the City;

WHEREAS, the NCDC to be established in the City will be located in _____, Santiago City, Isabela;

NOW, THEREFORE, the Parties agree on the following terms and conditions:

**ARTICLE 1
GENERAL PRINCIPLES, SCOPE AND COVERAGE**

- 1.1 The term "Main Project" refers to the construction of NCDC to be located in _____ within the City with a project costs of TWO MILLION THREE HUNDRED THOUSAND PESOS (PHP2, 300,000.00), to be funded by ECCD Council;
- 1.2 The term "Supplemental Project" refers to site development, construction of perimeter fence and establishment of playground of the NCDC as counterpart fund by the City;
- 1.3 The parties shall at all times take all necessary action to cooperate with each other, perform their respective duties and assume their respective responsibilities in order to achieve the overall objectives of this MOA;
- 1.4 Main Project activities shall be implemented based on the following standard documents provided by the ECCD Council: a.) Plans/ drawings b.) Technical specifications c.) Programs of Works (POW) and d.) Bill of Quantities (BOQ);
- 1.5 Fund requirements will be available upon receipt by ECCD Council of the Corresponding Special Allotment Release Order (SARO) and Notice of Cash Allocation (NCA) from the Department of Budget and Management (DBM) and shall be released to the City upon submission of required documents;
- 1.6 Procurement activities for the main project shall be in accordance with the provisions of Republic Act. No. 9184 otherwise known as the "Government Procurement Reform Act" its revised Implementing Rules and Regulations and applicable issuances of the Government Procurement Board;
- 1.7 The parties shall reform their respective tasks using generally accepted professional and technical standards.

**ARTICLE 2
FINANCING AGREEMENT**

- 2.1 The Main Project shall be financed by the ECCD Council, while the Supplemental project shall be financed by City as a counterpart fund of the project.
- 2.2 The City shall maintain a subsidiary ledger specific for the ECCD Council Main Project where receipts, transfer and expenditures shall be recorded.



2.3 The Project Cost for the Main Project shall be released by the ECCD Council upon perfection of the MOA and submission by the City of letter request for the release of fund and information on mode construction whether through procurement by bidding or by administration.

2.4 The contents of the NCDC and initial one year salary of Child Development Teacher (CDT) shall also be financed by the ECCD Council. Thereafter, the City shall provide the salary for the said CDT.

**ARTICLE 3
CONTROL, ACCOUNTING AND LIQUIDATION OF FUNDS
AND REPORTORIAL REQUIREMENTS**

3.1 The management and disbursement of funds released to cover the Main Projects shall be subject to existing government accounting and auditing rules and regulations.

3.2 The transferred funds shall be subject to the guidelines specified under the Commission on Audit (COA) Circular No. 94-013 dated 13 December 1994, providing for the rules and regulations in the grant, utilization of funds transferred to implementing agencies.

3.3 The transfer and receipt of funds shall be properly taken-up in the books of accounts of both ECCD Council and the City and shall be used only for the intended purpose.

3.4 Upon receipt of the funds transferred by the ECCD Council through electronic transfer or through the issuance of check, depending on the available facilities of depository bank where the Account of the City is maintained, the City shall issue the appropriate Official Receipt for every check remittance received.

3.5 To liquidate the total amount released, the City shall submit the following:

- a. Letter of City submitting the liquidation with statement of percentage (%) of financial liquidation;
- b. Statement of Receipt and Disbursement (SORD);
- c. Duly Audited report of Checks Issue (RCI) and Report of Disbursement (RD) supported by Photocopies of Vouchers and Ors for every payment made;
- d. Progress photo of construction for each payment made.

Full Liquidation of all the funds transferred shall be made not later than Sixty (60) days from the date of retention payment.

3.6 City shall submit to the ECCD Council the following documents and reports:

3.6.1 Revised POW and BOQ prepared by the City Engineer, Approved by the City Mayor for concurrence by ECCD Council.

3.6.2 Other documents:

- a. Proof of Philgeps posting of Invitation to Bid.
- b. Copy of Perfected Contract
- c. Copy of Notice to Proceed (NTP)

3.6.3 Monthly Reportorial Requirements

- a. Status of Main Project Implementation;



- b. Report of physical accomplishment of Main Project using the Status of Work Accomplishment (SWA) duly noted/signed by the City Mayor;
- c. Progress Photo of the construction;
- d. Liquidation of the Cash Releases.

3.6.4 Project Completion Report (with complete attachments)

3.7 The City shall use the reportorial forms attached as Annexes I to VIII which are made integral part of this MOA.

**ARTICLE 4
WORKING ARRANGEMENTS AND PROCEDURES**

For the efficient and successful implementation of this MOA, the PARTIES agree to undertake the following:

4.1 DUTIES AND RESPONSIBILITIES OF ECCD COUNCIL. The ECCD Council shall:

- 4.1.1 Obligate the allotment and release the funds for the Main Project;
- 4.1.2 Provide the City with the standard Plans/drawings, technical specifications, POW and BOQ;
- 4.1.3 Review and concur the Revised Bill of Quantities and Program of Works;
- 4.1.4 Monitor the implementation of the project to ensure compliance with the Plans/ drawings, technical specifications, POW;
- 4.1.5 Review and validate work accomplishment reports submitted by the City to determine compliance with the prescribed NCDC plan/drawings, technical specifications, POW and inform the contractor through the CITY of any adverse findings;
- 4.1.6 Review and evaluate Report of Fund Disbursements and completion reports submitted by the City and inform the latter in writing if any adverse findings;
- 4.1.7 Concur in the Certificate of Completion prior to final payment;
- 4.1.8 Procure and deliver the NCDC contents and provide interior layout thereof;
- 4.1.9 Hire, train and pay for services of the CDT for the 1st year of operation of the NCDC. The monthly compensation of the CDT shall be based on the Monthly Salary Schedule of Local Government Personnel equivalent to the first step Salary Grade 11.

4.2 DUTIES AND RESPONSIBILITIES OF THE CITY. The City shall:

- 4.2.1 Provide a main project site with a minimum lot area of Two Hundred Fifty (250) square meters;
- 4.2.2 Receive the funds for the Main Project from the ECCD Council. The City Treasurer shall issue official receipt in favor of the ECCD Council;
- 4.2.3 Undertake the procurement of the Main project on accordance with the provisions of Republic Act 9184 otherwise known as the "Government



Procurement Reform Act", its Revised Implementing Rules and Regulation and applicable issuance of the Government Procurement Policy Board;

- 4.2.4 Keep separate subsidiary records for all transactions of the Main Project;
- 4.2.5 Undertake the Supplemental Project;
- 4.2.6 Pay the contractor in accordance with existing government accounting and auditing rules and regulations;
- 4.2.7 Submit to ECCD Council all liquidation and other reports;
- 4.2.8 Ensure that the Main project is undertaken in accordance with the ECCD Council's NCDC plans/drawings, technical specifications, bill of quantities, program of works and applicable revisions and completion period specified in the contract documents;
- 4.2.9 Allow unhampered monitoring of the Main Project by ECCD Council and comply with any request for correction of any adverse finding during the inspection;
- 4.2.10 At the Ninety percent (90%) physical accomplishment, the City shall conduct punch listing inspection. For this purpose, the City shall ensure the presence and conformity of a technical representative of ECCDC to the punch list inspection report;
- 4.2.11 Invite the ECCD Council for final inspection of rectification works identified in the punch list;
- 4.2.12 Issue Certificate of Completion with the concurrence of ECCD Council before final payment to the contractor;
- 4.2.12 Keep all financial reports including receipts and other supporting documents for audit;
- 4.2.13 Book as assets the cost of the NCDC and Contents;
- 4.2.14 Provide the ECCD Council with the name, designation, specimen signature and contact information of two (2) Authorized Receiving personnel who will receive the NCDC Contents and Signage (Annex IX);
- 4.1.15 Secure the NCDC and its contents;
- 4.2.16 Assist and support the ECCD Council for the successful implementation and operation of the NCDC such as providing funds for the maintenance and other operating expenses upon the completion of the NCDC building and assuming the payment of the monthly compensation of the CDT after expiration of the his/her contract with ECCD Council;
- 4.2.17 Recommend the three (3) qualified candidates as CDT;
- 4.2.18 Retain the services of the existing trained CDT to facilitate the continued operation of the NCDC.



**ARTICLE 5
SUPPLEMENTS**

This MOA, when necessary shall be supplemented by terms of reference, letter of agreement, and other addenda that describe specifically the activities to be carried out or items required.

**ARTICLE 6
AMENDMENTS**

The parties may, by mutual consent, add, delete or amend any words, sentences or articles in this MOA.

**ARTICLE 7
SETTLEMENT OF CONFLICT**

In the unlikely event that differences arise concerning this MOA or any undertaking relating to this MOA, the parties agree to negotiate in good faith to settle differences, and if no settlement is reached, to submit the issues for mediation.

**ARTICLE 8
EFFECTIVITY**

This MOA shall take effect on the date the parties affix their signatures unless mutually revoke in writing by the parties.

SIGNED on _____, 2013, in _____, Philippines

**EARLY CHILDHOOD CARE AND
DEVELOPMENT COUNCIL**

By:

DR. TERESITA G. INCIONG
Executive Director

CITY OF SANTIAGO

By:


HON. JOSEPH S. TAN
City Mayor

SIGNED IN THE PRESENCE OF:

Witness

Witness

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

In _____, Philippines, this _____ day of _____, personally appeared before me:

DR. TERESITA G. ICIONG with the competent evidence of identity ECCDC ID no. 004 and **HON. JOSEPH S. TAN** with competent evidence of identity _____ all known to me to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is of their own free and voluntary act and deed and of the Office they respectively represent.

This Memorandum of Agreement consisting of seven (7) pages including this page wherein the acknowledgment is written is signed on each and every page thereof by the parties and their two (2) witnesses.

Witness my hand and seal on the same date above-stated.

NOTARY

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2013.

