

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Agreement** is made and entered into in the City of Naga, Philippines, this 16th day of January 2017 by and between:

The **CITY OF NAGA**, a Local Government in the Province of Camarines Sur existing under and by the virtue of RA 409, as amended, with office address at City Hall Compound, J. Miranda Ave., Naga City, represented in this Act by the **HONORABLE JOHN G. BONGAT**, Mayor of the City, hereunto duly authorized and recognized referred to as the city;

-and-

The **NAGA CITY PEOPLE'S COUNCIL**, a non-government organization duly registered under Philippine Laws, with principal address at Jesse M. Robredo Coliseum, Brgy. Triangulo, Naga City, Philippines, represented herein by its Chairperson, **AUGUSTO R. NIEVES**, and hereinafter referred to as NCPC.

WITNESSETH, THAT:

WHEREAS, Section 34 of the Republic Act No. 7160, otherwise known as the Local Government Code of 1991 enjoins local government units (LGUs) to *"promote the establishment and operation of People's and Non-Government Organizations (POs/NGOs) to become active partners in the pursuit of local autonomy;"*

WHEREAS, to effectively carry out the essence of the above-quoted Section, Rule XIII, Articles 62-70 of the LGC Implementing Rules and Regulations (IRR) clearly defines the ambit of influence wherein POs and NGOs can operate and cooperate with local government unit concerned;

WHEREAS, the Naga City Ordinance Number 95-092, otherwise known as the Empowerment Ordinance of the City of Naga states in **Section 3 that** "The City Government of Naga hereby declares itself open to a partnership with duly accredited Naga-based people's organizations and non-government organizations in the conception, implementation and evaluation of all government activities and functions";

WHEREAS, SP resolution 96-411 recognizes NCPC as the people's council stated in the empowerment ordinance;

WHEREAS, from the establishment of the NCPC to the present, it has become an active partner of the City of Naga in its pursuit of people-centered development;

WHEREAS, this partnership between the parties wish to be continued for 2017;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties have agreed as they hereby agree and bind themselves as follows;

1. The **City** shall:

- 1.1. Encourage and support the NCPC in its endeavor in contributing to the development of the city through strengthening and consolidating the accredited organizations of the city.
- 1.2. Provide a financial assistance of *One Million Three Hundred Five Thousand thirteen and 74/100 Pesos (Php 1,305,013.74)* for their operation.
- 1.3. Conduct monitoring and inspection of the implementation of activities financed by the financial assistance stated in section 1.2.
- 1.4. Withdraw all funding assistance including those that are unspent should NCPC consistently fail to comply with the stipulation covered under this Agreement.
- 1.5. Secure and transfer the assets of NCPC to other organization if ever they will dissolve as an organization.



2. The NCPC shall:

- 2.1. Support the development endeavor of the City subject to the principles that NCPC adheres to.
- 2.2. Receive the financial assistance of the city and disbursed it accordingly based on the approved operations plan and budget of the City Mayor.
- 2.3. Ensures regular attendance of its representatives in the various council, committees, boards and task forces of the city.
- 2.4. Submit 2017 financial utilization report of the amount received from the City Government including narrative accomplishment report with necessary pictures before the end of January 2018.
- 2.5. Submit authenticated copy of audited financial statement stamp-received by BIR and SEC before the end of April 2018.
- 2.6. Ensure that in any procurement of assets from the City Government Fund should conduct simple bidding or canvass to ensure best terms and quality of purchase.
- 2.7. Ensure that if asset shall be transferred to specified beneficiary, a deed of donation with the said beneficiary shall be executed by NCPC and will form part of the periodic report of NCPC.
- 2.8. Keep the fund from the City Government of Naga in an exclusive separate account and not be mix with other sources of fund of the Council.

3. Mutual Undertaking:

- 3.1. The parties shall act in utmost good faith and fidelity in the exercise of their rights and obligations herein covenanted and shall mutually lend to one another maximum assistance and cooperation to the end that the objectives of this Agreement shall be achieved economically, expeditiously and harmoniously.
- 3.2. That the parties encourages visitorial audit by officials and personnel of the Commission on Audit authorized to perform audit.
- 3.3. This agreement may be amended only in writing duly signed by authorized representatives of all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands at the place and on the date first above written.

THE CITY OF NAGA

HON. JOHN G. BONGAT
Mayor of Naga

JOHANN P. DE LA ROSA

THE NCPC

AUGUSTO R. NIEVES
Chairperson of NCPC

WITNESSES

RENNE F. GUMBA

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Naga) S.S.

FEB 01 2017

BEFORE ME, a notary public, this ____ day of _____ 2017, at Naga City, Philippines personally appeared the following:

Name	ID Type	Issued on:	Expiration:
Hon. John G. Bongat Augusto R. Nieves	LGU 1604 SENIOR CITIZEN 44186	07-14-2014	

all known to me to be the same persons who executed the foregoing instrument and acknowledged to the that the same are their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they represent in this instance.

This instrument consisting of three (3) pages, including the page on which this acknowledgement is written has been signed on the left margin of each and every page thereof by the parties and their instrumental witness and sealed with my notarial seal.

WITNESS MY HAND and NOTARIAL SEAL this ____ day of _____ 2017 at Naga City, Philippines.

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~~ATTY. ARMEEN ALAN B. GOMEZ~~
~~NOTARY PUBLIC UNTIL DEC. 31, 2017~~
~~0762243 / 9/17 N.C.~~
~~2894373 / 4/17 N.C.~~
~~REG. NO. 55664~~