



Republic of the Philippines
REGION IX
PROVINCE OF ZAMBOANGA DEL SUR
Municipality of Dumalinao



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 46th REGULAR SESSION OF THE 12th SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON SEPTEMBER 11, 2023.

Present:

| | |
|-----------------------------------|------------------------|
| HON. LORENZO S. ALCANTARA | - Municipal Vice Mayor |
| HON. RONALDO D. ENCABO | - SB Member |
| HON. ARNOLD L. FLORES | - SB Member |
| HON. FREDERICK R. BALANDRA | - SB Member |
| HON. HERMES B. CABALES | - SB Member |
| HON. MA. GEMMA C. ALBISO | - SB Member |
| HON. RHOLLY A. LABANG | - SB Member |
| HON. ROMEO G. LIGAN | - SB Member |
| HON. JELITO R. PEÑONAL | - SB Member |
| HON. JESSIE NIEL C. PAULO | - ABC President |
| HON. JEZIEL R. DAGUPAN | - SKF President |
| HON. ROMEO D. PARILA | - IPMR |

Absent: NONE

RESOLUTION NO. 0230-2023

RESOLUTION AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLO R. S. CERILLES, RMT, MAGD, TO ENTER INTO A MEMORANDUM OF AGREEMENT (MOA) BETWEEN BDO FOUNDATION INCORPORATED FOR THE REHABILITATION OF DUMALINAO RURAL HEALTH UNIT

WHEREAS, presented to this august body for appropriate action, is the letter request of Municipal Health Officer-LGU-Dumalinao, Zamboanga del Sur to authorize the Local Chief Executive, Honorable Mayor Junaflor S. Cerilles, RMT, MAGD to enter into a Memorandum of Agreement (MOA) between BDO Foundation Incorporated for the rehabilitation of Dumalinao Rural Health Unit (DRHU);

WHEREAS, pursuant to Republic Act 7160 otherwise known as the Local Government Code of 1991 provides that Local Government Unit has the power to enter into contracts with the authorization by the Sangguniang Bayan through a resolution;

WHEREAS, the BDO Foundation Incorporated, a foundation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at BDO Corporate Center, 12 ADB Avenue, Ortigas Center, Mandaluyong City, Philippines, 1550 and represented herein by its duly authorized representatives, Mario A. Deriquito, President and Trustee and Maria Corzaon A. Mallillin, Trustee has agreed to fund the rehabilitation of the DRHU as part of its

corporate social responsibility and agreed to provide the needed funds to sponsor and cause the renovation of rural health center;

WHEREAS, the Local Government Unit of Dumalinao has a rural health unit and accordingly, during its site inspection, there is a need to rehabilitate and improve the facilities of the DRHU;

WHEREAS, the Local Government Unit of Dumalinao is grateful to the BDO Foundation Incorporated and accepts the herein terms and conditions of the project;


WHEREAS, after careful review and exhausted deliberation, finding the same sound, proper, and in order;

NOW, THEREFORE, premises above-considered, on motion by **HON. JELITO R. PEÑONAL** the body resolved, as it hereby resolved to authorize the Local Chief Executive, Honorable Mayor Junafflor S. Cerilles, RMT, MAGD to enter into a Memorandum of Agreement (MOA) between BDO Foundation Incorporated for the rehabilitation of Dumalinao Rural Health Unit (DRHU);

LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and information.

DONE this 11TH day of SEPTEMBER 2023, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


ATTY. MAYUS RYAND. ANDO
SB Secretary

Attested and approved by:


HON. LORENZO S. ALCANTARA
Municipal Vice Mayor - *Presiding Officer*

August 24, 2023

Hon. Junaflor S. Cerilles, RMT, MAGD
Municipal Mayor
Dumalinao, Zamboanga del Sur

Thru: **Dr. Patrick Kean L. Toledo, M.D.**
Municipal Health Officer
Dumalinao, Zamboanga del Sur

Dear **Hon. Cerilles**,

Safe and healthy greetings!

We are pleased to inform your good office that the **Dumalinao Rural Health Unit** located in Purok Talisay, Brgy. Pag-asa, Dumalinao, Zamboanga del Sur has been selected for renovation and interior fit-out works of BDO Foundation, Inc., the corporate social responsibility arm of BDO Unibank. Our BDO Network Bank Pagadian City - F.S. Pajares Branch recommended the rural health unit (RHU) to the foundation.

BDO Foundation has agreed to fund the renovation of the RHU on the premise that the operations and all furniture/equipment shall be temporarily relocated/transferred to another site during the construction period (approximately 75-90 calendar days). This is to ensure the safety of the RHU's patients and medical staff as well as the efficient completion of the project.

Attached is the draft Memorandum of Agreement (MOA) between BDO Foundation and the LGU including Annex "A" (Scope of Works) and Annex "B" (sample layout of the design components) for review.

If the MOA is acceptable, kindly sign in the Conforme Section (page 2). With this, the LGU need to submit a copy of the Sangguniang Bayan resolution authorizing the mayor to enter in the Memorandum of Agreement with BDO Foundation and two (2) government-issued IDs within two (2) weeks after the signing of this conforme letter. BDO Foundation will handle the printing of the MOA execution copies and transmit thru the MHO doctor.

Likewise, this is to reiterate the following obligations and responsibilities of the LGU and MHO as its share for the project. Complete scope of works detailed in the MOA's Annex "A".

1. The LGU hereby agrees to provide full support to BDOF from the start until completion and turnover of the said Project.
2. The LGU shall transfer/fully vacate the building and provide a temporary area for the RHU during the renovation period to ensure the continuous operations as well as the smooth construction phasing.

BDO Foundation, Inc.
BDO Corporate Center Ortigas
12 ADB Avenue, Ortigas Center
Mandaluyong City 1550
Philippines


bdo.com.ph/foundation

Page 1 of 2

3. The LGU shall allow BDOF to contract out the lay-out and design of the RHU and proceed with bidding of the project among its accredited service providers.
4. The LGU shall fund the cost of water and electricity to be consumed during the renovation period.
5. The LGU shall cause the contractor to use the RHUs building as temporary bunkhouse for the workers and construction materials during the renovation period.
6. The LGU shall repair all roof and water leaks, termite proofing, clogged water line/sewages and other scope of works (as stated in MOA's Annex "A") as LGU's share in the project after the MOA signing and completed before the scheduled mobilization of workers.
7. The LGU shall issue the building permit, if needed, before the start of the renovation works. BDO Foundation or the assigned contractor will not handle any application fee for the building permit.
8. Hauling of construction debris at no cost to the assigned contractor.


Thank you very much and we hope for your full support in this undertaking.

Very truly yours,




Mario A. Deriquito
President
BDO Foundation

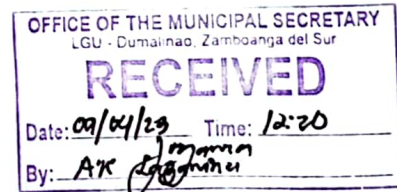
Conforme:



Hon. Junador S. Cerilles, RMT, MAGD
Municipal Mayor
Dumalinao, Zamboanga del Sur



Dr. Patrick Kean L. Toledo, M.D.
Municipal Health Officer
Dumalinao, Zamboanga del Sur



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Philippines

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Republic Of the Philippines
PROVINCE OF ZAMBOANGA DEL SUR
Municipality of Dumalinao

RURAL HEALTH UNIT DUMALINAO

1st ENDORSEMNET
04th SEPTEMBER 2023



Respectfully endorsing to the Sangguniang Bayan of this Municipality thru Hon. Lorenzo S. Alcantara, the presiding officer, an endorsement authorizing the Local government unit of Dumalinao to enter into memorandum of agreement with BDO FOUNDATION, INC.


PATRICK KEAN L. TOLEDO, MD
Municipal Health Officer

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into by and between:

BDO FOUNDATION, INC., a foundation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at **BDO Corporate Center, 12 ADB Avenue, Ortigas Center, Mandaluyong City, Philippines 1550** and represented herein by its duly authorized representatives, **MARIO A. DERIQUITO**, President and Trustee, and **MARIA CORAZON A. MALLILLIN**, Trustee, and hereinafter referred to as "BDOF"

-and-

MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with address in Dumalinao Municipal Hall, Zamboanga del Sur represented in this Agreement by **HON. JUNAFLO S. CERILLES**, Municipal Mayor, Dumalinao, Zamboanga del Sur and hereinafter referred to as the "LGU";

WITNESSETH: That

WHEREAS, BDOF as part of its corporate social responsibility (CSR) agreed to provide the needed funds to sponsor and cause the renovation of rural health centers in disaster-stricken areas;

WHEREAS, the LGU has a rural health unit called the **DUMALINAO RURAL HEALTH UNIT** with address at Purok Talisay, Pag-asa, Dumalinao, Zamboanga del Sur ("RHU");

WHEREAS, there's a need to rehabilitate and improve the facilities of the RHU in its current state based on the evaluation of BDOF during its site inspection of the same; and

WHEREAS, in a Conforme Letter dated August 2023, the LGU and BDOF agreed to rehabilitate the RHU based on its design standards.

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter set forth, the Parties agree, as follows:

1. Obligations and Responsibilities of BDOF

- 1.1. BDOF hereby agrees to fund the rehabilitation of the RHU based on the scope of work as detailed in the attached **Annex "A"** (the "Project") to form an integral part hereof and the costing approved by BDOF.
- 1.2. BDOF's rehabilitation plan shall include the interior retrofitting and layout of the RHU to accommodate the design components for the elderly, children's play area and breastfeeding station, whichever may fit in the size and/or needs of the RHU, a sample layout of a previously rehabilitated RHU as attached in "**Annex B**".
- 1.3. BDOF shall provide the needed basic furniture and fixtures including the door signages, marker and external signage with the logos of the LGU and BDOF.

2. Obligations and Responsibilities of the LGU



JUNAFLO S. CERILLES, RMT
MUNICIPAL MAYOR

- 2.1. The **LGU** hereby agrees to provide full support to **BDOF** from the start until completion and turnover of the said Project.
- 2.2. The **LGU** shall transfer or provide a temporary area for the operations of the **RHU** during the construction period;
- 2.3. The **LGU** shall allow **BDOF** to contract out the lay-out and design of the **RHU** and proceed with bidding of the Project among accredited contractors;
- 2.4. The **LGU** shall fund the cost of water and electricity to be consumed during the renovation period. The **LGU** shall cause the contractor to use the **RHU** building as temporary bunk house for the workers and construction materials during the renovation period;
- 2.5. The **LGU** shall handle any roof leaks, termite proofing, clogged water line and other scope of works as stated in Annex A as **LGU's** contribution in the Project, if needed, before the start of mobilization by the contractor; and
- 2.6. The **LGU** shall issue the needed building permit before the start of the renovation.

3. Project Duration

The Project duration shall be a period of up to ninety (90) calendar days reckoned from the date of handover of the **RHU** site to **BDOF**, unless otherwise extended by **BDOF** as circumstances may warrant.

In the event that the **LGU** terminates this Agreement or fails to comply with its obligations under this Agreement after **BDOF** has already begun work on the Project, the **LGU** agrees to reimburse **BDOF** of all fees and costs it has already incurred in connection with the Project. This is without prejudice to any other remedies that may be available to **BDOF** under this Agreement.

4. Completion of the Project

The **LGU** undertakes, upon acceptance by it of the outcome of the Project (i.e., renovated building and fixtures), to:

- 4.1. Maintain the proceeds and results of the Project in good and functional condition; and
- 4.2. Allow **BDOF** the right to inspect the building during reasonable business hours, upon **BDOF's** request.

5. Capacity and Authorization

The Parties herein warrant that they have the capacity, power and requisite authorization to enter into this Agreement and to be bound by the terms hereof. All necessary legal actions for the execution, delivery and performance of this Agreement and the performance of the Parties' respective obligations as contemplated hereunder have been duly taken and this Agreement constitute a legal, valid and binding obligation of the Parties, enforceable against each other in accordance with the terms hereof. No consents or approvals are required to be obtained from, or filings or registrations made with, any governmental body or agency, or any other third party for the due execution and performance of the Parties' respective obligations under this Agreement.



6. Branding and Co-Branding

The Parties agree to co-brand the finished Project in all of its relevant materials, reports, signages, and the like taking into account their discussions and agreement based on their respective company guidelines for branding and co-branding.

The LGU acknowledges and agrees that the trademarks, trade names and logos associated with BDOF are and shall be the sole property of BDOF. The LGU shall not appropriate, sell, encumber, dispose of, make use of the same without BDOF's prior written consent or otherwise commit any act which will diminish or defeat BDOF's ownership rights as herein provided.

7. Separability Cause

In case any provision of this Agreement shall be declared by a competent court or authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision herein shall not in any way be affected or impaired thereby. In such an event, the Parties shall promptly meet in good faith to enter into an agreement with similar effect as the provisions declared invalid, illegal or unenforceable.

8. Non-Waiver

The failure of any party at anytime to require performance by another of any provisions of this Agreement shall not affect, in any way, the right of such party to require performance of that or any other provision, and any waiver by any party of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any other right under this Agreement. Any waiver of the provisions of this Agreement shall be in writing. The remedies herein provided are cumulative and not exclusive of any other remedies provided by law or otherwise, whether now or hereafter existing.

9. Indemnity

Each Party shall hold the other free and harmless from and shall compensate the aggrieved Party for any loss, expense, cost or damage (whether incurred or suffered by the Party itself or arising from a Party's negligence, willful misconduct, breach of or failure to perform its undertakings under this Agreement or any agreement related thereto. In the event of such negligence, willful misconduct, breach or the failure by any Party to comply with its obligations hereunder, the aggrieved Party shall send to the other Party written notice complaining of such negligence, willful misconduct, breach or failure, setting forth the reasonable particulars thereof and the intention of the Party giving such notice to demand reimbursement for any loss, expense, cost or damage arising out of or in connection therewith.

10. Relationship of the Parties

Nothing in this Agreement shall be construed as creating any relationship, such as but not limited to agency, partnership, or otherwise between the Parties. Further, no right is provided to either of the Parties to represent itself as having the authority to bind the other, without securing the express consent of the other Party. Any such actions contrary to this provision shall be considered void.

11. Effectivity

This Memorandum of Agreement shall take effect on the date of signing by all the Parties and shall be in full force and effect during the duration of the sponsored Project/s and until the completion and turn-over of the Project to the LGU, unless sooner mutually rescinded and/or amended in writing by the Parties, or terminated by BDOF for any reason whatsoever upon written notice to the LGU.



JUNAFLO R. CERVILLES, RMT
MUNICIPAL MAYOR

12. Governing Law/Venue

The Parties agree that this Agreement shall be governed by Philippine law. Any disputes relating to this Agreement shall be submitted to the exclusive jurisdiction of the courts in Makati City, Philippines, to the exclusion of all other courts.

13. Amendment

Any amendment to this Agreement shall be made by written agreement of the Parties.

14. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures above their printed names, this _____ day of _____ 2023, in _____.

BDO FOUNDATION, INC.

**LOCAL GOVERNMENT OF DUMALINAO,
ZAMBOANGA DEL SUR**

By:

By:

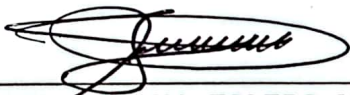
MARIO A. DERIQUITO
President/Trustee

HON. JUNAFLORES S. CERILLES
Municipal Mayor

MARIA CORAZON A. MALLILLIN
Trustee

SIGNED IN THE PRESENCE OF:

ROSEMARIE M. ESPINOSA
Program Director
BDO Foundation, Inc.



PATRICK KEAN L. TOLEDO, M.D.
Municipal Health Officer
Dumalinao, Zamboanga del Sur



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, personally appeared the following with their respective Competent Evidences of Identity (CEI) and Community Tax Certificates (CTC) indicated opposite their respective names:

CEI / CTC Date/Place Issued

Local Government of Dumalinao,
Zambaonga del Sur

By:

Hon. Junaflor S. Cerilles

known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their own free act and deed, and the free act and deed of the institutions they respectively represent and that they have the proper authority to act in such representative capacity.

This instrument, consisting of eight (8) pages including its Annex "A" and Annex "B" and this page on which this Acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page hereof and relates to a Memorandum of Agreement.

WITNESS MY HAND AND NOTARIAL SEAL this

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



ANNEX "A"

BDO Foundation, Inc. (BDOF) - To supply labor, materials, tools and equipment to be used in the Scope of Work as listed.

NOTE: Proposed Scope of Work may vary depending on the site condition of the RHU and availability of materials.

1. Provide Cabinets, shelves and reception counter as per plan.
2. Repaint interior and exterior walls, doors and ceiling.
3. Replace all floor tiles.
4. Replace damaged glass window.
5. Provide lighting fixtures as per plan.
6. Demolition works on walls (if any).
7. Replace damaged ceiling (if any).
8. Provision for wall fan, emergency lights and fire exit sign.
9. Provision for 1 external panaflex non-lighted signage.p
10. Provision for Drywall partition (if needed).
11. Replace all plumbing fixtures.
12. Replace damaged under counter cabinets.
13. Installation of window blinds, wall graphics and door signs.
14. Replace damaged countertop tiles.
15. Buffing works on stainless steel sink and replace faucet
16. Buffing works on stainless railings, painting works on G.I railings
17. Replace all door knobs. Use lever-type
18. Replace all electrical devices.
19. Replace glass door mechanism if damaged.
20. Replace damaged PVC door at toilet (if any)
21. Repair damaged wood door.
22. Provide wall tiles at Delivery Room 1.5m height.
23. Provide frosted sticker at Delivery Room;s window and door
24. Others not specified to satisfactory complete the project as indicated on the issued plan

BDOF undertakes to administer the Project efficiently, to ensure the contractor's compliance with basic safety practices.

LGU SHARE - Scope of Works listed below shall be done at the instance and cost of the LGU before the mobilization of BDOF's contractor

1. Repair of all roof leaks, if any;
2. Repair/De-clogged sewer lines, if any;
3. Treatment of termite infestation, if any.
4. Submission of Certificate of Structural Stability signed by the Municipal Engineer on visible wall cracks, if any.
5. Hauling of construction debris

