



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 69TH REGULAR SESSION OF THE 12TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON APRIL 15, 2024.

Present:

HON. WILFREDO L. MALONG, SR.	- Vice Mayor –Presiding Officer
HON. RONADO D. ENCABO	- SB Member
HON. MA. GEMMA C. ALBISO	- SB Member
HON. RHOLLY A. LABANG	- SB Member
HON. ROMEO G. LIGAN	- SB Member
HON. JOEL L. FAMOR	- ABC President
HON. JUSTONY G. SULATORIO	- SKF President
HON. ROMEO D. PARILA	- IPMR

Absent:

HON. ARNOLD L. FLORES	- SB Member – O.L
HON. FREDERICK R. BALANDRA	- SB Member – S.L
HON. HERMES B. CABALES	- SB Member – S.L
HON. JELITO R. PEÑONAL	- SB Member – S.L

RESOLUTION NO. 0312-2024

AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLO R. S. CERILLES, RMT, MAGD, TO ENTER AND SIGN A DEED OF DONATION ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF DUMALINAO WITH THE BANCO DE ORO (BDO) FOUNDATION INC., REPRESENTED BY ITS PRESIDENT, MR. MARIO A. DERIQUITO AND ITS TRUSTEE, MS. MARIA CORAZON A. MALLILLIN, FOR THE ACCEPTANCE OF A DONATION PACKAGE FOR A PUBLIC PROJECT FOR THE DUMALINAO MUNICIPAL HEALTH OFFICE IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the request of the Local Chief Executive to authorize her to enter and sign a Deed of Donation on behalf of the LGU-Dumalinao with the Banco De Oro (BDO) Foundation, Inc., for the acceptance of a donation package for a public project for the Dumalinao Municipal Health Office in the locality;

WHEREAS, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned;



WHEREAS, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof, which provides that upon authorization by the sangguniang bayan, represent the municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

WHEREAS, the Local Government Unit of Dumalinao, Zamboanga del Sur, is committed to improving public health services for the benefit of its constituents;

WHEREAS, the Banco De Oro (BDO) Foundation, Inc., has generously offered a package of donation for the enhancement and development of Dumalinao Municipal Health Center;

WHEREAS, it is imperative for the LGU-Dumalinao to accept this donation to further advance the healthcare infrastructure within the municipality;

WHEREAS, it is deemed necessary to authorize the Local Chief Executive to enter and sign a Deed of Donation with Banco De Oro (BDO) Foundation, Inc., to formalize the acceptance of the said donation on behalf of the LGU-Dumalinao;

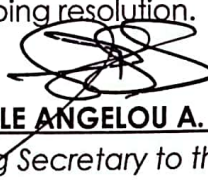
WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

NOW, THEREFORE, premises above-considered, on motion by **HON. ROMEO G. LIGAN**, the body resolved, as it hereby resolves to authorize the Local Chief Executive, Honorable Mayor Junaflor S. Cerilles, RMT, MAGD, to enter and sign a Deed of Donation on behalf of the Local Government Unit of Dumalinao with the Banco De Oro (BDO) Foundation Inc., represented by its President, Mr. Mario A. Deriquito and its Trustee, Ms. Maria Corazon A. Mallillin for the acceptance of a donation package for a public project for the Dumalinao Municipal Health Office in the Municipality of Dumalinao, Zamboanga del Sur.

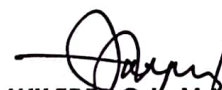
LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and appropriate action.

DONE this 15th day of **APRIL 2024**, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


DARRYLLE ANGELOU A. DALID, MPA, JD
Acting Secretary to the Sanggunian

Attested and approved by:


WILFREDO L. MALONG, SR.
Municipal Vice Mayor- Presiding Officer



DEED OF DONATION (with Acceptance)

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF DONATION with Acceptance ("Deed") 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 **MARIA CORAZON A. MALLILLIN**, Trustee, and hereinafter referred to as the "**DONOR**";

-and-

The **MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR**, a local government unit created under and by virtue of the laws of the Republic of the Philippines, with address at the **Dumalinao Municipal Hall, Zamboanga del Sur** represented herein by **HON. JUNAFLO R. CERILLES**, Municipal Mayor, Dumalinao, Zamboanga del Sur, pursuant to the authority granted to her by the Sangguniang Bayan, and hereinafter referred to as the "**DONEE**";

WITNESSETH: That:

WHEREAS, the **DONOR**, as part of its corporate social responsibility and as an act of liberality and generosity, has agreed to donate to the **DONEE** the package of donation described in **Annex "A"** hereof in relation to the Public Project likewise set forth in **Annex "A"**; and

WHEREAS, the **DONEE** has agreed to accept the package of donation and expresses its gratitude for the kindness and generosity of the **DONOR**.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual agreements set forth herein, the **DONOR** and the **DONEE** hereby agree as follows:

1. The **DONOR** hereby donates to the **DONEE**, and the latter hereby accepts and receives from the **DONOR**, the package of donation as described in the attached **Annex "A"** which is made an integral part hereof ("**Donation**"), on an "**as is, where is**" basis. The **DONEE** hereby manifests its gratefulness for and appreciation of the kindness and generosity of the **DONOR**.
2. The **DONEE** agrees and warrants to: (a) act as custodian for the Donation, and agrees to use the Donation for the benefit of the intended users/beneficiaries of the Donation and the residents of nearby communities; (b) maintain the Donation



in good and functional condition, and if applicable, not to allow removal of any furniture, equipment, and fixtures therefrom (except when necessary for repair and maintenance purposes); (c) assume full responsibility for the use, operation, security and repair the Donation, unless otherwise stated in Annex "A" hereof; and (d) allow the **DONOR** to exercise the right to inspect the Donation during reasonable business hours.

3. The **DONEE** agrees to indemnify and forever hold the **DONOR**, its related companies, and their respective directors, trustees, officers, employees, forever free and harmless from any and all losses, damages, liabilities, claims, causes of action, suits (including costs of suit and attorney's fees) of whatever nature, including those related to injuries or death, from the **DONEE**, the users/beneficiaries of the Donation, and any third persons, including their respective heirs and successors-in-interest, by reason of, or in connection with, or as a result of the Donation, or the misuse or unauthorized use of any or all of the portions of the Donation.
4. This donation is subject to the condition that the **DONOR** shall be exempt from the payment of the donor's tax in accordance with the National Internal Revenue Code of 1997, as amended, and any and all other taxes and other government impositions due on this donation. The **DONEE** shall provide such documents and assistance necessary to invoke such tax exemption.

If any tax is due on this donation and this corresponding Deed, the **DONEE** shall be responsible for the payment thereof. This includes, but is not limited to, donor's tax, documentary stamp tax, notarial fees, registration fees, interests, penalties, late payment charges, and other related expenses. If required, the **DONEE** shall be responsible for causing the registration of this Deed with the proper Register of Deeds.

5. The **DONOR** disclaims any and all warranties and/or representations relating to the Donation subject of this Deed, whether it be of any merchantability, or of fitness, or of quality; of being free from any claimant; or whether the same is by virtue of law, equity, or contract. As such, the **DONEE** hereby understands and accepts the said disclaimer and agrees that the Donation is on an "as is, where is" basis, without any representation or warranty of any kind. **DONEE** assumes any and all risks arising from or in relation to the Donation.
6. The **DONOR** hereby states and affirms, for the purpose of giving full effect and validity to this Donation, that it is not made with intent to defraud its creditors, and that it has reserved for itself funds and properties sufficient to answer for its obligations contracted prior to the date of this Donation.
7. The **DONEE** expressly agrees that the **DONOR** shall have exclusive naming rights over the Donation. Further, the **DONOR** shall be allowed to include and/or place in prominent locations in the Project site the latter's logos and trademarks and/or that of any partner donor, as the **DONOR** may see fit.
8. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed and such remaining provisions shall be valid and enforceable to the fullest extent.



9. This Donation shall be governed by Philippine laws. Venue in case of suit shall exclusively be in the jurisdiction of the appropriate courts of Makati City, to the exclusion of all other courts.
10. The Parties may amend and supplement this Deed in writing in relation to the same Project, from time to time, under mutually agreed terms.
11. This Deed may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the DONOR and the DONEE have caused this Deed to be executed and signed by their respective authorized representatives on the day of April 29, 2024, in Dumalinao, Zamboanga del Sur.

DONOR

DONEE

BDO FOUNDATION, INC.

**MUNICIPALITY OF DUMALINAO,
ZAMBOANGA DEL SUR**

By:

By:

MARIO A. DERIQUITO
President

HON. JUNAFLO R. CERILLES
Municipal Mayor

MARIA CORAZON A. MALLILLIN
Trustee

Signed in the presence of:

ELEANORE Y. ALDEA
Program Management Head
BDO Foundation, Inc.

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

ROSAMIE D. PASCUA
Branch Head
BDO Network Bank Pagadian - F.S Pajares

WILFREDO L. MALONG SR
MUNICIPAL VICE MAYOR



ACKNOWLEDGMENT

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) indicated opposite their respective names:

BDO FOUNDATION, INC.
By:

CEI No.

Date/Place Issued

Mario A. Deriquito

TIN No. 111-648-164

SSS No. 04-0476191-6

Maria Corazon A. Mallillin

TIN No. 123-380-111

SSS No. 03-67888-48-6

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 six (6) pages including its Annex "A" 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 Deed of Donation mentioned
above.

WITNESS MY HAND AND NOTARIAL SEAL this _____
in _____.

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



ACKNOWLEDGMENT

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) indicated opposite their respective names:

CEI No. Date/Place Issued

**MUNICIPALITY OF DUMALINAO,
ZAMBOANGA DEL SUR**

By:

Hon. Junaflor S. Cerilles

TIN: 939-675-524-000

Passport No. P7845939A Exp. 06 Jul 2028

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 six (6) pages including its Annex "A" 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 Deed of Donation mentioned
above.

WITNESS MY HAND AND NOTARIAL SEAL this
_____ in _____

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



ANNEX "A"

Deed of Donation with Acceptance between BDO Foundation, Inc.

and the Municipality of Dumalinao, Zamboanga del Sur

A. PROJECT DETAILS

Name of Project: Dumalinao Municipal Health Office

Location of Project: Purok Talisay, Brgy. Pag-asa, Dumalinao, Zamboanga del Sur

B. PACKAGE OF DONATION

Various Items

- 8 units Emergency Light
- 1 unit Flat screen TV 32" with wall bracket
- 1 unit Hamilton-type Examination bed
- 6 pcs Pillow Foam
- 5 sets Bed Fitted Sheet + Flat sheet with 2 pillow case
- 2 panels Curtains Plain Blue
- 48 units PVC single chair – Blue
- 11 units Office table
- 1 unit Manager Table with 2-side cabinets
- 1 unit Manager High Back/ Mid Back Chair-Blue
- 1 unit Pantry Table square/round
- 2 units Foldable Rectangular Table
- 4 units Plastic chair with backrest beige/off-white
- 13 units Trash can without cover for each office table/reception counter
- 9 units Trash can with swing cover for comfort rooms
- 15 units Wall Fan

Signages and Stickers on Sintra Board

- 1 unit Wall Marker
- 3 units Fire Exit Sign
- 1 lot Door Signs/Wall graphics stickers
- 1 lot Window Blinds

Miscellaneous/Others

- 1 lot FFE freight charges
Admin Expenses

Total Project Cost: Two Million Fifty Thousand Pesos (Php2,050,000.00)

*Solely funded by BDO Foundation, Inc.

