



Republic of the Philippines  
Province of Cavite  
City of Bacoor



## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Social Services		RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT WITH RONALD MCDONALD HOUSE CHARITIES OF THE PHILIPPINES, INC. REGARDING THE DONATION OF HAPPY MEAL TOYS	PCR-188-2023	
VENUE	Session Hall Sangguniang Panlungsod		DATE/TIME	January 09, 2023 10:30AM

### COMMITTEE REPORT

No. SS-6A-S-2023

A draft Deed of Donation and Acceptance was endorsed by the City Mayor, Hon. Strike B. Revilla on January 05, 2023.

The DONOR, Ronald McDonald House Charities of the Philippines, Inc., a duly accredited organization by the Philippine Council for NGO Certification (PCNC), expressed its intent to donate food products and other goods for the sole purpose and benefits of frontliners and Bacoorenos who are most affected by the novel corona virus pandemic. Likewise, the BENEFICIARY, City Government of Bacoor thru Hon. Strike B. Revilla agrees to accept the donation of 10,000 pieces Happy Meal Toys amounting to Two Hundred Eighty Thousand Three Hundred Thirty Six Pesos (P280,336.00).

The City Government of Bacoor is expected to follow its mandate under SEC 23 of R.A. 7160 which states that :

“SECTION 23. Authority to Negotiate & Secure Grants – Local chief executives may, upon authority of the sanggunian, negotiate and secure



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financial grants or donations in kind, in support of the basic services or facilities enumerated under Sec. 17. . . .”

The committee thru its Chairman, Hon. Adrielito Gawaran felt the kindness and generosity of the DONOR, hereby recommends to **PASS** a resolution for the above-mentioned subject. Without objections from the body and with the Internal Rules suspended, the Presiding Officer Honorable Rowena Bautista-Mendiola ordered the **APPROVAL** of the resolution.

**WE HEREBY CERTIFY** that the contents of the foregoing report are true and correct.

Signed this 9th day of January 2023 at the City of Bacoor, Cavite.

## COMMITTEE ON SOCIAL SERVICES

HON. ADRIELITO G. GAWARAN  
Chairman

HON. SIMPLICIO G. DOMINGUEZ  
Vice Chairman

HON. MICHAEL F. SOLIS  
Member



Republic of the Philippines  
Province of Cavite  
City of Bacoor



### 5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Social Services		RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT WITH RONALD MCDONALD HOUSE CHARITIES OF THE PHILIPPINES, INC. REGARDING THE DONATION OF HAPPY MEAL TOYS	PCR-188-2023	
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### MINUTES OF MEETING

NO. SS-6A-S-2023

During the 25th Regular Session of the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, the Presiding Officer Honorable Rowena Bautista-Mendiola referred the subject matter to the Committee on Social Services.

Republic Act No. 7160 allows local chief executives to negotiate and secure financial grants or donations in kind in support of the basic services or facilities enumerated under Section 17 of the said Act. The Ronald McDonald House Charities of the Philippines, Inc., an organization duly accredited by the Philippine Council for NGO Certification (PCNC), expressed its intent to donate Happy Meal Toys for distribution to the constituents of the City Government of Bacoor.

In line with the administration's goal to alleviate the life and continuing social services to the people of Bacoor, the committee on Social Services through Chairperson Hon. Adrielito Gawaran recommends to GRANT authority to the city mayor to sign a Memorandum of Agreement with Ronald McDonald House Charities of the Philippines, Inc. regarding the donation of Happy Meal Toys.

Prepared by :

*Maria Nenita P. Montoya*  
MARIA NENITA P. MONTOYA  
Local Legislative Staff Assistant I

Attested by :

*Adrielito G. Gawaran*  
HON. ADRIELITO G. GAWARAN  
Chairman, Social Services Committee



**E. APPROVAL OF JOURNAL AND MINUTES OF THE 25<sup>th</sup> REGULAR SESSION HELD ON JANUARY 09, 2022 OF THE 5<sup>th</sup> SANGGUNIANG PANLUNGSOD OF THE CITY OF BACOR.**

JOURNAL OF THE 25<sup>th</sup> REGULAR SESSION OF THE 5<sup>th</sup> SANGGUNIANG PANLUNGSOD OF THE CITY OF BACOR, CAVITE HELD AT THE CITY OF BACOR, CAVITE ON JANUARY 9, 2022

- PRESENT**  
**HON ROWENA BAUTISTA-MENDIOLA**
- DISTRICT I**  
**HON CATHERINE SARINO EVARISTO**  
**HON MICHAEL E SOLIS**  
**HON ADRIANO G GAWARAN**  
**HON VICTORIO L GUERRERO JR**  
**HON ALEJANDRO F GUTIERREZ**  
**HON LEVY M TELA**
- DISTRICT II**  
**HON ROBERTO L ADVINCULA**  
**HON REYNALDO D PALABOCA**  
**HON REYNALDO M FABIAN**  
**HON ROGELIO M NOLASCO**  
**HON ALDE JOSEFEO F PAGULAYAN**  
**HON SIMPLICIO G DOMINGUEZ**
- HON RAMON N BAUISTA**  
**HON MAC RAVEN ESPIRITU**

**CALL TO ORDER**  
**INVOCATION**

**E. APPROVAL OF JOURNAL AND MINUTES OF THE 24<sup>th</sup> REGULAR SESSION HELD ON DECEMBER 20, 2022 OF THE 5<sup>th</sup> SANGGUNIANG PANLUNGSOD OF THE CITY OF BACOR**

**APPROVED**

AGENDA JANUARY 16, 2023



14 The resolution was REFERRED to the Committee on Education, Culture and Sports.  
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18 **LS A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STEVE B. REVILLA TO**  
 19 **ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT WITH RONALD**  
 20 **MCDONALD HOUSE CHARITIES OF THE PHILIPPINES INC., REGARDING THE**  
 21 **DONATION OF HAPPY MEAL TOYS.**

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 23 The resolution was APPROVED.  
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25 **REINSTATEMENT OF INTERNAL RULES**

26 The resolution was REINSTATED.  
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28 **AN ADJOURNMENT**

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Republic of the Philippines  
Province of Cavite

**CITY OF BACOOR**

*Office of the Mayor*

January 5, 2023

**HON. ROWENA BAUTISTA-MENDIOLA**

Vice Mayor, City of Bacoor  
Bacoor Government Center  
Bacoor City, Cavite



**THRU:** Atty. Khalid Atega, Jr.  
Sanggunian Panlungsod Secretary

**SUBJECT:** Request for Authority to Secure Donations in Kind  
made by **Ronald Mcdonald House Charities**

Dear Hon. Bautista-Mendiola:

Republic Act No. 7160 allows local chief executives to negotiate and secure financial grants or donations in kind in support of the basic services or facilities enumerated under Section 17 of the said Act. The Ronald Mcdonald House Charities of the Philippines, Inc., an organization duly accredited by the Philippine Council for NGO Certification (PCNC), expressed its intent to donate Happy Meal Toys for distribution to the constituents of the City Government of Bacoor.

Attached herewith, for your reference, is the draft Deed of Donation and Acceptance between the City Government of Bacoor and Ronald Mcdonald House Charities of the Philippines, Inc. whereby the latter will donate 10,000 pieces of Happy Meal Toys to be distributed at the discretion of the City Government.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will grant me the authority to enter into and sign the abovementioned Deed of Donation and Acceptance.

Sincerely yours,

  
**STRIKE B. REVILLA**  
City Mayor

Office of the Mayor  
Strike B. Revilla



SBR2023009



Address: Bacoor Government Center, Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite  
Trunkline: 434-1111 Website: www.bacoor.gov.ph

## DEED OF DONATION AND ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Donation and Acceptance (the "Deed") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, by and between:

**RONALD McDONALD HOUSE CHARITIES OF THE PHILIPPINES, INC.**, duly accredited by the Philippine Council for NGO Certification (PCNC), with address at Blk 2, Lot 1 HV Dana Costa St. cor. Valero St. Salcedo Village, Makati City, Philippines, duly represented by its Executive Director, **Ms. MARICAR ASISTIO-ANGELES**, and hereinafter referred to as the "DONOR"

and

The **CITY GOVERNMENT OF BACOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Bacor Government Center, Bacor Boulevard, Barangay Bayanan, Bacor City, Province of Cavite, duly represented by its City Mayor, **Hon. STRIKE B. REVILLA**, duly authorized in this Act, and hereinafter referred to as the "BENEFICIARY"

The term "Party" shall mean DONOR or BENEFICIARY, if applicable, while the term "Parties" shall mean DONOR and BENEFICIARY, collectively.

WITNESSETH: That -

**WHEREAS**, the DONOR, as an act of liberality and generosity, intends to donate food products and other goods for the sole purpose and benefit of front liners and marginalized communities who are most affected by the novel coronavirus pandemic ("Purpose");

**WHEREAS**, the BENEFICIARY hereby agrees to accept the said donation subject to the following terms and conditions.

**NOW THEREFORE**, for and in consideration of the foregoing premises and the covenants and stipulations set forth below, the Parties hereby agree as follows:

- DONATION**. The DONOR hereby voluntarily and freely transfers and conveys, by way of donation to the Beneficiary, his successors, and assigns, all the rights, title, and interest to the food products itemized as follows:

Product	Quantity	Amount
Happy Meal Toys	10,000 pieces	Two Hundred Eighty Thousand Three Hundred Thirty Six Pesos (Php 280,336.00)

(collectively, the "Products").

The BENEFICIARY hereby accepts the donation and has taken legal possession of the Products and hereby expresses his appreciation and gratefulness for the kindness and generosity of the DONOR.

*Deed of Donation and Acceptance with  
Ronald McDonald House Charities of the Philippines, Inc.*

2. **PURPOSE OF THE DONATION.** The Parties agree that the donation shall be used exclusively for the Purpose agreed upon by the Parties.
3. **OBLIGATIONS OF THE BENEFICIARY.** The BENEFICIARY undertakes, represents, and warrants as follows:
- a. The BENEFICIARY shall not sell, exchange or barter the Products received as donation or otherwise divert the use of such Products for any other purpose;
  - b. The BENEFICIARY acknowledges receipt of the Products in good, safe, and quality condition, without any defect, after thorough inspection;
  - c. The BENEFICIARY agrees to comply with the storage, handling, and other instructions communicated to it by the DONOR for all of the Products;
  - d. The BENEFICIARY shall be responsible for the cost of shipping, transporting, or storing the Products and for all other costs associated with the distribution or repacking of the Products, including but not limited to injuries, losses or damages resulting from the consumption of the Products;
  - e. The BENEFICIARY understands and agrees that the McDonald's mark and all accompanying logos, marks, and product images ("Licensed Marks") are owned by McDonald's exclusively. The BENEFICIARY shall not, without the prior written consent of the DONOR use the Licensed Marks for any purposes, including but not limited to any advertising, publicity release, or any other representation;
  - f. The BENEFICIARY warrants that: (i) it is duly authorized to receive the Products for the Purpose stated, (ii) it has the power to agree to and accept this donation under applicable laws, rules and regulations, and (iii) the person signing this Deed and any other document required or necessary in support of this donation is duly authorized to sign as the BENEFICIARY's authorized signatory;
  - g. The BENEFICIARY warrants that all personal data collected in this Deed and its supporting documents are processed in adherence to the Data Privacy Act of 2012. The BENEFICIARY hereby knowingly and voluntarily gives its unconditional consent to the DONOR for the use of any personal data furnished by the BENEFICIARY or obtained by the DONOR, including photographs, reproductions or adaptations of any images, and its collection, processing, sharing, and storage as may be required for the Purpose and any news releases, public announcements or advertisements in relation to the Purpose; and
  - h. The BENEFICIARY agrees to submit all documents, certifications, and forms as may be reasonably required by the DONOR in support of this donation.
4. **INDEMNIFICATION.** The BENEFICIARY shall hold the DONOR, its related companies, its employees, officers, directors, shareholders, representatives, successors, and assigns ("McDonald's Group") free and harmless against any and all claims, actions, damages, losses, liabilities, costs, and expenses (including attorney's fees) ("Claims"). The McDonald's Group shall not in any way be liable for Claims by the BENEFICIARY and/or any other party arising from or in connection with the donation and for any other act, omission or representation by the BENEFICIARY.



5. **MISCELLANEOUS.**

- a. **CONFIDENTIALITY.** The donation and these terms and conditions shall not be disclosed to any third parties without the prior written consent of the DONOR.
- b. **NO PARTNERSHIP OR AGENCY.** Nothing in these terms shall: (i) be deemed to constitute a partnership in law between the Parties, (ii) constitute either Party the agent of the other for any purpose, or (iii) entitle either Party to commit or bind the other in any manner.
- c. **ENTIRE AGREEMENT.** Each of the Parties declares that it has read and understood, and accepts these terms and conditions, and it is mutually agreed that these terms state the entire agreement between the Parties.
- d. **GOVERNING LAW.** These terms shall be construed and interpreted according to the laws of the Republic of the Philippines.
- e. **VENUE.** In case of any litigation arising from these terms, the Parties hereby mutually agree that the case shall be instituted and heard solely in the proper court(s) of Makati City or Bacoor City, at the option of the aggrieved Party, to the exclusion of all others.
- f. **AMENDMENTS.** These terms and conditions shall not be amended or modified, and none of the provisions hereof shall be waived, except in writing signed on behalf of the Parties hereto, or in case of waiver, on behalf of the Party making the waiver.
- g. **SEVERABILITY.** Invalidation of any of the covenants or provisions stipulated herein or any part thereof, by court order or judgment shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto signed this Deed on the date and place above-written.

**RONALD MCDONALD HOUSE  
CHARITIES OF THE PHILIPPINES,  
INC.**

By:

**MARICAR ASISTIO-ANGELES**  
*Executive Director*

**CITY GOVERNMENT  
OF BACOR**

By:

**HON. STRIKE B. REVILLA**  
*City Mayor*

SIGNED IN THE PRESENCE OF:

<FULL NAME>  
<Position Title/Designation>

**ATTY. JESSON G. LABAO**  
*Ofc-City Administrator*  
City Administrator's Office

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public in and for \_\_\_\_\_, Philippines,  
personally appeared:

<u>Name</u>	<u>License / Passport No.</u>	<u>Date &amp; Place Issued</u>
Maricar A. Angeles South	Passport No. P9503685A	11/12/18/DFA NCR
Strike B. Revilla City Mayor	UMID / CRN.006-0009-6707-9	

known to me and by me known to be the same persons who executed the foregoing  
Deed of Donation and Acceptance, and who acknowledged to me that the same is their  
free and voluntary act and deed and that of the corporation represented.

The foregoing agreement relates to a Deed of Donation and Acceptance, which  
consists of FOUR (4) pages (including the page on which this Acknowledgment is  
written), and signed by the parties hereto and their witnesses on each of the pages  
thereof.

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

Doc. No. \_\_\_\_:  
Page No. \_\_\_\_:  
Book No. \_\_\_\_:  
Series of 2022.