



5th SANGGUNIANG PANLUNGSOD

City of Bacoor

COMMITTEE/S Committee on Social Services		TITLE OF PROPOSED MEASURE	PCR-188-2023	
		R E S O L U T I O N AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT WITH RONALD MCDONALD HOUSE CHARITIES OF THE		
VENUE	Session Hall Sangguniang Panlungsod	PHILIPPINES, INC. REGARDING THE DONATION OF HAPPY MEAL TOYS	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



Republic of the Philippines Province of Cavite City of Bacoor

5th SANGGUNIANG PANLUNGSOD

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. ADRIELTO G. GAWARAN

Chairman

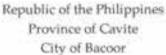
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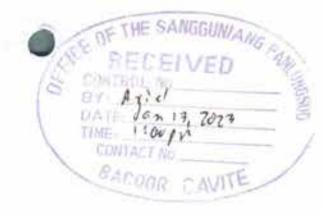
Vice Chairman

HON. MICHAEL F. SOLIS

Member







5th SANGGUNIANG PANLUNGSOD

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

MINUTES OF MEETING

NO. SS-6A-S-2023

During the 25th Regular Session of the 5th 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

Local Legislative Staff Assistant I

Attested by:

HON. ADRIELITO G. GAWARAN Chairman, Social Services Committee



E. APPROVAL OF JOURNAL AND MINUTES OF THE 25th REGULAR SESSION HELD ON JANUARY 09, 2022 OF THE 5th SANGGUNIANG PANLUNGSOD OF THE CITY OF BACOOR.

PRESENT HON ROWENA BAUTISTA-MENDIQLA	_
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HON ADRIENTO G GAWARAN	Wester
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AGENDA JANUARY 16, 2023



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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

CONTROL NO

CONTACTN

BACGOP, CANT

DATE.

TIME:

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



DEED OF DONATION AND ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS:

This Bood	of Departion and	Acceptance (the	"Deed") is made	and entered	into
this day of	, 20	att	by	and between:	

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

and

The CITY GOVERNMENT OF BACOOR, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Baccor Government Center, Baccor Boulevard, Barangay Bayanan, Baccor City, Province of Cavite, duly represented by its City Mayor, Hon. STRIKE B. REVILLA, duly authorized in this Act, and hero nafter 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	Am <u>ount</u>
	_	Two Hundred Eighty
Happy Meal Toys	10,000 pieces	Thousand Three Hundred
парру меся торо		Thirty Six Pesos
	ነ	(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 Danation and Acceptance with Ronald McDanald House Charities of the Philippines, Inc.

- PURPOSE OF THE DONATION. The Parties agree that the donation shall be used exclusively for the Purpose agreed upon by the Parties.
- OBLIGATIONS OF THE BENEFICIARY. The BENEFICIARY undertakes, represents, and warrants as follows:
 - The BENEFICIARY shall not self, exchange or barter the Products received as donation or otherwise divertitle use of such Products for any other purpose;
 - The BENEFICIARY acknowledges receipt of the Products in good, sefe, 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 merk 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: (!) it is duly authorized to receive the Products for the Purpose stated, (!!) it has the power to agree to and accept this donation under applicable laws, rules and regulations, and (!ii) 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 date 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 photograph/s, 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
 - The BENEFICIARY agrees to submit all documents, certifications, and forms as may be reasonably required by the DONOR in support of this donation.
- 4. <u>INDEMNIFICATION</u>. 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 attituding, 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. <u>CONFIDENTIALITY</u>. The donation and these terms and conditions shall not be disclosed to any third parties without the prior written consent of the DONOR.
- b. <u>NO PARTNERSHIP OR AGENCY</u>. 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) antitle 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. <u>GOVERNING LAW</u>. These terms shall be construed and interpreted according to the laws of the Republic of the Philippines.
- e. <u>VENUE</u>. 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 count(s) of Maketi City or Baccor City, at the option of the aggrieved Party, to the exclusion of all others.
- 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. <u>SEVERABILITY</u>. Invalidation of any of the covenants or provisions stipulated inersin 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.

CITY GOVERNMENT OF BACOOR

By:

By:

MARICAR ASISTIO-ANGELES
Executive Director

HON, STRIKE B. REVILLA City Mayor

SIGNED IN THE PRESENCE OF:

<FULL NAME>
<Position Title/Designation>

ATTY, JESSON G. LABAO OIC-City Administrator City Administrator's Office

Geed of Donation and Acceptance With Ranald McDonald Hause Chailtles of the Phillopines, Inc.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIP	PINES)) S.S.	
BEFORE ME, a No parsonally appeared:	tary Public in and for	Philippines,
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Maricar A. Angeles South	Passport No. P9503685A	11/12/18/DFA NCR
Strike B. Revilla City Mayor	UMID / CRN.006-0009-5707-9	
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	ment relates to a Deed of Conation ges (including the page on which the e parties hereto and their witnesses	JIS WCKDOWIEGGINEIT IS
IN WITNESS WHER seal this day of _ Philippines.	EQF, I have hereunto set my hand :	and affixed my notarial
Doc. No; Page No; Book No; Series of 2022.		