



REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC

EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON JULY 05, 2018

PRESENT:

Vincent L. Rama, (Acting City Vice-Mayor & Temporary Presiding Officer),
SP Member, Asst. Majority Floor Leader
Mario M. Rodriguez, (Temporary Majority Floor Leader),
SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica, SP Member
Gregorio G. Yrastorza III, SP Member
John Eulalio Nepomuceno O. Aparis II, SP Member
Minority Floor Leader
Lea Doris C. Villar SP Member, Asst. Minority Floor Leader
Jasper C. Yerro, Ex-Officio SP Member, Chapter President,
Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Benjamin S. Pongos, Jr., (O.B. - Australia), SP Member
Nolito M. Quilang, (O.B. - Australia), SP Member

ON LEAVE:

Leo Carmelo L. Locsin, Jr. City Vice Mayor & Presiding Officer
Eusebio Gerardo S. Penserga, SP Member

ABSENT:

Rolando M. Villasencio SP Member, Majority Floor Leader

RESOLUTION NO. 2018-156

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR, TO ENTER INTO AND SIGN THE MEMORANDUM
OF UNDERSTANDING (MOU) FOR AND ON BEHALF OF
THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC)
WITH SANCSS AUSTRALIA LTD FOR THE CONDUCT OF
PROJECTS THAT WILL PROVIDE SUPPORT AND
ASSISTANCE TO EDUCATIONAL, HEALTH AND
EMERGENCY RELIEF WHICH WILL CONTRIBUTE TO
SHORT AND LONG TERM SOLUTIONS ADDRESSING THE
LACK OF BASIC SCHOOL NEEDS IN IDENTIFIED PUBLIC
SCHOOLS AND LOCAL COMMUNITIES IN ORMOC CITY.**

WHEREAS, an Indorsement was forwarded to this august Body from the Office of the City Mayor dated April 30, 2018 requesting for the issuance of a Resolution authorizing the City Mayor to enter into and sign the Memorandum of Understanding (MOU) to be executed between LGU Ormoc and SANCSS Australia Ltd for the conduct of projects that will provide support and assistance to educational, health and emergency relief which will contribute to short and long term solutions addressing the lack of basic school needs in identified public schools and local communities in Ormoc City, and further classifying the same as EXTREMELY URGENT, a copy of the Memorandum of Understanding (MOU) is hereto attached and made an integral part hereof;

WHEREAS, Article 14, Section 1 of the 1987 Philippine Constitution provides that the State shall protect and promote the right of all citizens to quality education at all levels and shall take appropriate steps to make such education accessible to all;

WHEREAS, it is the dream of every Filipino family to give their children a good education which will assure them of a stable career and a better future;

WHEREAS, in working together to build an educational system that gives the opportunity to the Ormocanon youth to discover and develop their gifts and potential, LGU Ormoc places a premium on the provision of quality, affordable, accessible public education for all which will in turn empower them to become productive and creative citizens;

WHEREAS, in LGU Ormoc's commitment to make public schools competitive, it calls on private sector participation to serve as a major partner in the nation's development and in the improvement of the public education system through the provision of *Learning Support, Teaching Support, Health and Nutrition, Reading Program, Training Development, Direct Assistance*;

WHEREAS, SANCSS Australia Ltd, a group of professionals who are passionate about the care and well-being of children have dedicated to providing assistance and support to disadvantaged children in the Philippines and other countries;

WHEREAS, SANCSS helps children overcome barriers to life by providing sanctuary support services to disadvantaged children in the community through the donation of items to communities to assist and enhance the lives of children as well as setting up projects to target specific needs within a community;

WHEREAS, SANCSS has responded to the call of LGU Ormoc for private sector participation to assist disadvantaged children for the implementation of projects such as educational support, health support and emergency relief support in line with LGU Ormoc's goals;

WHEREAS, the parties herein have committed to collaborating with each other thru this MOU with full knowledge, commitment and willingness in the fulfillment of their responsibilities contained thereon;

WHEREAS, upon close and thorough review, this Sanggunian, finds that the MOU is not contrary to law, existing contracts and public morals, and that its objective is to provide the support to disadvantaged children by promoting and upholding the rights to education, dignity and quality of life for Ormocanon children and so therefore, most deserving of this august Body's full support and affirmative action to the same;

WHEREFORE, on motion of SP Member Mario M. Rodriguez., Member, Committee on Laws and Ordinances, jointly seconded by SP Members Tomas R. Serafica and Lea Doris C. Villar; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR, TO ENTER INTO AND SIGN THE MEMORANDUM OF UNDERSTANDING (MOU) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH SANCSS AUSTRALIA LTD FOR THE CONDUCT OF PROJECTS THAT WILL PROVIDE SUPPORT AND ASSISTANCE TO EDUCATIONAL, HEALTH AND EMERGENCY RELIEF WHICH WILL CONTRIBUTE TO SHORT AND LONG TERM SOLUTIONS ADDRESSING THE LACK OF BASIC SCHOOL NEEDS IN IDENTIFIED PUBLIC SCHOOLS AND LOCAL COMMUNITIES IN ORMOC CITY;

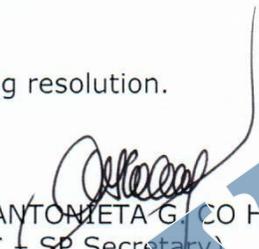


ADOPTED, July 05, 2018.

RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Jasper M. Lucero; SANCSS Australia Ltd.; the Department of Education Schools Division of Ormoc City; the OIC-City Director, DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
(OIC - SP Secretary)
Supervising Administrative Officer

ATTESTED:


VINCENT L. RAMA
(Acting City Vice-Mayor & Temporary Presiding Officer)
Asst. Majority Floor Leader
SP Member

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into this _____ at ORMOC CITY, by and between:

The CITY OF ORMOC , a local government unit organized under the existing laws of the Republic of the Philippines, represented by RICHARD I. GOMEZ as per Sangguniang Panlungsod Resolution No. _____ dated _____, with address at New Ormoc City Hall, Brgy. Cogon , Ormoc City, Philippines, herein referred to as the "LGU ORMOC";

-and-

SANCSS AUSTRALIA LTD, a non-profit, non-stock, charitable organization registered in Australia, with office address at P.O. Box 1010 Seaford, Victoria, 3198, represented by Founder/Chairman MR . JAIME RAMOS, hereinafter referred to as " SANCSS " .

Each "Party" and together, shall be referred to as "Parties";

WITNESSETH: That:

WHEREAS, The LGU Ormoc places a premium on quality, affordable, accessible public education for all;

WHEREAS, The LGU Ormoc is committed to provide continuing support to public basic education to make public schools competitive and calls on the private sector to serve as a major partner in the nation's development and in the improvement of the public education system;

WHEREAS, The LGU Ormoc believes that one way of achieving an enhanced learning environment and addressing the shortage of resources in public schools is through the provision of *Learning Support, Teaching Support, Health and Nutrition, Reading Program, Training Development, Direct Assistance*;

WHEREAS, SANCSS has responded to the call of the LGU Ormoc for private sector participation to assist disadvantaged children for the implementation of projects, these may include but not limited to: educational support, health support and emergency relief support which aligns with the goals of the LGU;

WHEREAS, all the parties hereto have agreed to collaborate on the provision of projects supporting disadvantaged children hereinafter referred to as "Program/Project";

WHEREAS, the parties commit to promote and uphold the rights to education/dignity/human rights and quality of life for the children of local communities;

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the parties hereby agree as follows:

Section 1 Description of the Project

The project/s will provide support and assistance to educational, health and emergency relief which will contribute to short and long term solutions addressing the lack of basic school needs in identified public schools and local communities of Ormoc city.

Section 2 Rights and Obligations of the Concerned Parties

2.1 The LGU Ormoc:

- 2.1.1 Provide policy guidance and directions to ensure the proper implementation and completion of the project;
- 2.1.2 Coordinate with the adopting entities in the implementation of the project's/programs activities, including but not limited to the Department Of Education and the DSWD.
- 2.1.3 Assist in the implementation and in monitoring the progress of the project by ensuring the cooperation of the beneficiary schools and the proper Department of Education division office;

- 2.1.4 Execute a Deed of Acceptance as a way of recognizing and acknowledging the support or donation received from the adopting entities;
- 2.1.5 Provide proper management, maintenance, and care for the support/intervention received by the beneficiary school/s, through the School Head/s or Principals, in close coordination with the adopting entity;
- 2.1.6 Ensure proper booking-up of donations through coordination with the school's property custodian or division's supply officer;
- 2.1.7 Provide periodic report/ assessment of the projects being implemented as deemed necessary;

2.2 The "SANCSS Australia LTD" shall:

- 2.2.1 Consider project proposal submitted by LGU Ormoc for Implementation. (These proposals can be from any organisation within Ormoc City)
- 2.2.2 Any projects that SANCSS participates in will meet basic safety practices or legalities of the project;
- 2.2.3 Execute a Deed of Donation in favor of the LGU Ormoc for the completed project;

Section 3 Scope of the Project Beneficiaries

The project beneficiary/ies shall be School/s and/or other community groups of Ormoc City, Leyte

Section 4 Project Cost/ Support

- 4.1 SANCSS may consider providing support for individual projects that are requested by the LGU. Such support shall only be granted if approved by the SANCSS Australia Ltd Board Of Directors.
- 4.2 LGU to consider providing support for individual projects in collaboration with SANCSS. Such support shall only be granted if approved by the Ormoc City Council and or Mayor.

4.3 Costs will be determined on a project by project basis, therefore relevant party whether it be SANCSS Australia Ltd Board or LGU is responsible for the financial obligations of their own projects. Any collaborative projects will require the authorisation of their respective Boards/Council to approve costing/support for their component of the said project. All costs/support to be reflected on the Deed of Donation and Deed of Acceptance.

Section 5 Project Effectivity

This Memorandum of Understanding shall take effect upon its signing and shall remain in full force and effect during the entire project duration and until May 31, 2020.

Section 6 Capacity and Authorization.

The parties herein warrant that they have the capacity, power and requisite authorization to enter into this Agreement.

Section 7 Separability Clause

Should any part of this Understanding be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

Section 8 Force Majeure and Other Causes

No party to this Understanding shall be held liable for any failure or default in the performance of this Understanding beyond its control, including force majeure. For this purpose, the party concerned shall immediately notify the other party of the occurrence of any event contributing to failure and default.

Section 9 Breach of Contract

The violation or omission of any of the provisions of this Understanding shall be ground for the cancellation or rescission of the same without need for legal or court action.

In the event that this MOU is rescinded or declared void for whatever reason or cause, SANCSS reserves the right to dispose of resources which have not been dispersed through a Deed of Donation, therefore

remaining resources/equipment/property remains the property of SANCSS.

Section 11 Amendments

This Understanding may be revised, amended or modified only through a written instrument duly executed and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding by their respective duly authorized representative on the date at the place first above written.

LOCAL GOVERNMENT UNIT OF ORMOC
By

ADOPTING /PARTNERING ENTITY
By

RICHARD I. GOMEZ, MBA
City Mayor
Ormoc City Division

Mr. JAIME RAMOS
Founder/Chairman
SANCSS AUSTRALIA LTD.

Ms. DIONNE PIA
Director
SANCSS AUSTRALIA LTD.

SIGNED IN THE PRESENCE OF:

FRANCES MAE GOCHOCO
Senior Educational Program Specialist
Social Mob. & Networking

JHAY GASPAR
Executive Assistant III
City Government of ormoc

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____) ss.

BEFORE ME this _____(date)_____, personally appeared the following with competent evidence of identity:

RICHARD I. GOMEZ

JAIME RAMOS

DIONNE PIA

Known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed, and that of the corporations herein they represented. This Memorandum of Understanding consists of ___ pages including this page in which this acknowledgement is written, signed by the parties in their instrumental witnesses each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date at the place first written above.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018.

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