

Republic of the Philippines
Province of Davao del Norte
CITY OF TAGUM

BEFORE THE 4TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 144TH REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON MAY 24, 2010 AT THE SP SESSION HALL.

PRESENT:

Hon. ALLAN L. RELLON, MPA	City Vice Mayor (Presiding Officer)	
Hon. MARIA LINA F. BAURA	Member	
Hon. ROBERT L. SO,	Member	
Hon. DE CARLO L. UY,	Member	
Hon. RAYMOND JOEY D. MILLAN,	Member	
Hon. VICENTE C. ELIOT, SR.,	Member	
Hon. JOEDEL T. CAASI,	Member	
Hon. ALAN D. ZULUETA,	Member	
Hon. REYNALDO T. SALVE,	Member	
Hon. FRANCISCO C. REMITAR,	Member	
Hon. ALFREDO R. PAGDILAO,	Member	(ABC Representative)
Hon. CYRIL LEONARD L. MURING,	Member	(SKF Representative)
ON OFFICIAL BUSINESS:		
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member	

RESOLUTION NO. 1133, s-2010

“A RESOLUTION AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HON. REY T. UY TO ENTER INTO AND SIGN FOR AND IN BEHALF OF THE CITY GOVERNMENT OF TAGUM A MEMORANDUM OF AGREEMENT (MOA) WITH THE PHILIPPINE CHARITY SWEEPSTAKES OFFICE FOR THE PCSO – LGU AMBULANCE PROCUREMENT PROGRAM THRU THE 60-40% COST SHARING SCHEME.”

WHEREAS, one of the major thrusts of the City Government of Tagum is to provide a comprehensive and integrated health services to the City's populace since the City Officials believe that the only way for the City to grow and develop is to have a healthy and dynamic constituency being actively participating and supporting in all its endeavors;

WHEREAS, these services are being implemented by the City Government to bring about a balanced development in the City, its foremost customers are its people with the necessary infrastructure and livelihood opportunities and assure the residents of a secure, sustainable, dynamic and prosperous living condition for the present and future generations of Tagumeños;

WHEREAS, the Philippine Charity Sweepstakes Office (PCSO), together with the Union of Local Authorities of the Philippines (ULAP), undertook a joint partnership called the PCSO - LGU Ambulance Procurement Program thru the 60-40% cost sharing scheme wherein the former shall shoulder 60% of the ambulance acquisition cost and the latter shall shoulder the remaining 40% of the equipment;

WHEREAS, the Office of the National President of the League of Cities of the Philippines (LCP), Hon. Benjamin C. Abalos, Jr., has sent a faxed letter to the Office of Tagum City Mayor, Hon. Mayor Rey T. Uy, on the City being identified as a recipient of an ambulance thru the PCSO-LGU Ambulance Procurement Program;

WHEREAS, there is a need for the Sangguniang Panlungsod of Tagum to pass a resolution relative to the program at hand to ensure a seamless and smooth transaction;

NOW THEREFORE, be it resolved by the Sangguniang Panlungsod to authorize the Local Chief Executive, Hon. Rey T. Uy, City Mayor of Tagum to enter into and sign for and in behalf of the City Government of Tagum a Memorandum of Agreement (MOA) with the Philippine Charity Sweepstakes Office for the PCSO-LGU Ambulance Procurement Program thru the 60-40% cost sharing scheme.

RESOLVED FURTHER, that the full text of the Memorandum of Agreement shall be read as follows:

MEMORANDUM OF AGREEMENT

(PCSO-LGU Ambulance Procurement Program thru the 60-40% Cost Sharing Scheme

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT (MOA)** is entered into this _____ day of _____ 2010, by and between;

The **PHILIPPINE CHARITY SWEEPSTAKES OFFICE**, a government-owned and controlled corporation, duly organized and existing under and by virtue of Republic Act No. 1169, as amended by Batas Pambansa Blg. 42, with principal office address located at the PCSO Complex, E. Rodriguez Sr. Avenue, Quezon City, duly represented herein by its **Chairman, SERGIO O. VALENCIA**, hereinafter referred to as the "**PCSO**";

and

The **CITY OF TAGUM**, a Local Government Unit created pursuant to the Philippine Laws, with principal office address at Rizal Street, Tagum City, Davao del Norte, represented by its **City Mayor, HON. REY T. UY**, duly authorized as per **Sangguniang Panlungsod Resolution No. _____ dated _____**, hereto attached as **Annex "A"**, hereinafter referred to as the "**LGU**";

WITNESSETH:

WHEREAS, PCSO is the principal government agency tasked to raise and provide funds for health programs, medical assistance and services, and charities of national character;

WHEREAS, in line with the thrust of the administration of Her Excellency President Gloria Macapagal Arroyo, the PCSO helps uplift the health conditions of the Filipino people by providing medical facilities for emergency services, healthcare programs and social services;

WHEREAS, the CITY OF TAGUM, Davao del Norte Province is a basic social institution mandated to serve primarily for the coordination and delivery of social services to the people;

WHEREAS, PCSO and the LGU as partners in nation-building and development have committed to mutually work together through cooperation in various activities and programs designed to improve the quality of lives of Filipinos;

WHEREAS, the Union of Local Authorities of the Philippines (ULAP), comprising of the different local government leagues, has consistently advocated autonomy and decentralization, hence, through its efforts has endorsed the cost-sharing scheme project between PCSO and the member LGUs for the acquisition of service ambulance for qualified LGUs;

WHEREAS, in line with PCSO's mandate, the PCSO Board of Directors in its Resolution No. 768, dated October 13, 2008, has approved the procurement of one (1) unit ambulance on a 60-40 cost sharing between PCSO and each LGU member of the Union of Local Authorities of the Philippines (ULAP), charged to the Charity Fund, subject to compliance with government procurement laws and applicable accounting and auditing laws, rules and regulations;

WHEREAS, pursuant to the above approval, the PCSO and ULAP entered into a Memorandum of Agreement (MOA), on December 17, 2008, for the procurement of ambulance units on a 60-40% cost sharing between PCSO and each LGU member of the Union of Local Authorities of the Philippines (ULAP). Subsequently, in furtherance to the intents of the original agreement and for purposes mutually agreeable to both parties, the PCSO and ULAP have agreed to execute an Amended Memorandum of Agreement (MOA), to incorporate the revisions and/or amendments to the original MOA on _____ duly executed and subscribed before Atty. Rosalyn D. Campaño and entered in her Book of Notarial Entries as Doc. No. _____, Page No. _____, Book _____, Series of _____;

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WHEREAS, pursuant thereto the PCSO allocated the amount of FIVE HUNDRED SEVENTY THOUSAND PESOS (PhP 570,000.00), and the LGU allocated the amount of THREE HUNDRED EIGHTY THOUSAND PESOS (PhP 380,000.00), equivalent to sixty (60%) percent and forty (40%) percent, respectively, of the cost of acquisition of the ambulance including medical equipments to be provided therein;

WHEREAS, the PCSO undertook the procurement of the ambulance units to be donated under this program in compliance with existing government laws, rules and regulations;

WHEREAS, the PCSO Board of Directors in its Resolution No. 1008, s. 2009 dated 15 July 2009, as an act of liberality and generosity, voluntarily and freely gives unto the City of Tagum, Davao del Norte, one (1) unit ambulance procured thru the 60-40% cost sharing between PCSO and the City of Tagum, Davao del Norte more particularly described as follows:

Make :	Chassis No. :
Type :	Engine No. :
Model :	Conduction Sticker :

including its accessories free from liens, encumbrances and charges whatsoever, copy of the Resolution is hereto attached as Annex "B";

WHEREAS, pursuant to the Revised Guidelines for the PCSO-LGU Ambulance Procurement Program thru the 60-40% Cost Sharing Scheme, a Memorandum of Agreement shall be executed by and between the PCSO and the LGU for the release and turn-over of the ambulance units;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties to this Memorandum of Agreement do hereby mutually agree, as follows:

ARTICLE I OBLIGATION OF PCSO

1. Coordinate with the **LGU** through the concerned League in the implementation of an integrated and community based corporate social responsibility program as mandated by the PCSO Charter.

ARTICLE II OBLIGATIONS OF THE LGU

1. Ensure faithful compliance to the Guidelines established by the PCSO relative to the project;

2. The **LGU** shall also pay the 3-year GSIS Comprehensive Vehicle Insurance;

3. Guarantee that the **LGU** shall help enhance the corporate image of PCSO by acknowledging its contribution through a "PCSO Assisted Project" marker which shall be placed on the ambulance unit.

ARTICLE III UTILIZATION OF THE AMBULANCE UNIT

1. The ambulance unit shall be used exclusively and solely for emergency medical services, such as but not limited to transporting of wounded/ill patients; for medical outreach programs; and as an extension service of the **LGU's** hospital/medical institution. Under no instance may it be utilized for private purposes, for public utility purposes nor for any other purpose.

2. The medical team composition, requirements for use, and the charges for the use of ambulance, should be consistent with the applicable Administrative order issued by the Department of Health on the matter

3. The LGU shall have the vehicle covered by a comprehensive vehicle insurance annually on its current value to answer for any damaged caused by it and to any third party;

4. The LGU shall maintain the vehicle in constant road worthiness;

5. The LGU shall not remove, replace nor add all decals, symbols, imprints, labels or signs representing the corporate identity of PCSO. The LGU is likewise prohibited from applying tint/color to the ambulance windows.

**ARTICLE IV
PROHIBITION AGAINST ALIENATION OF THE MOTOR VEHICLE.**

1. The ambulance unit cannot be assigned, transferred, conveyed and/or mortgaged to any other person or entity, UNLESS with the express and written authority of PCSO in the event that the ambulance unit becomes unserviceable and could no longer be used for the purpose for which it is intended. Provided however, that this prohibition shall be effective for a period of seven (7) years from date of execution of this Agreement.

2. To this end, the LGU shall allow the representatives of PCSO to inspect the ambulance unit to determine its serviceability and road worthiness.

3. After the lapse of said period, any amount that may accrue or any proceeds that may redound to the benefit of the LGU in assigning, transferring, conveying or mortgaging the said ambulance unit, shall be used exclusively for health programs and charitable works.

4. In case of alienation of the ambulance unit in any way, including mortgage thereof within the period stated above, and/or in case of failure to comply with any of the conditions herein written, the LGU shall pay the PCSO the amount corresponding to its share or sixty (60%) percent of the value of the ambulance unit with accessories at the time of the execution of the Agreement, without need of judicial demand. If, on the other hand, the motor vehicle is mortgaged without the express authority of PCSO, the mortgage shall be rendered inoperative and the PCSO may recover the same from the LGU or any other recipient thereof without need of judicial demand.

5. Failure of PCSO to enforce any provision in this Agreement shall not be construed as a waiver or limitation of the PCSO's right to subsequently enforce and compel strict compliance hereof. If for any reason, the LGU violated any of the herein provisions, it shall be disqualified to be a beneficiary of any future ambulance donation program that the PCSO may implement.

**ARTICLE V
GENERAL AND MISCELLANEOUS PROVISIONS**

1. This contract shall take effect immediately upon acceptance by the LGU of the motor vehicle, which acceptance shall likewise be made in this Memorandum of Agreement.

2. No amendments and/or modifications shall be valid and binding unless expressed in writing and executed with the same formality as this Agreement.

3. All provisions in this Memorandum of Agreement shall be subject to all applicable and appropriate government laws, rules and regulations.

**ARTICLE VI
AUTHORITY AND EFFECTIVITY**

The **LGU** hereby receives and accepts this donation made in its favor by the PCSO, together with the conditions herein imposed, and the **LGU** hereby makes manifest its gratefulness and appreciation for the kindness and generosity of PCSO.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this ____ day of _____2010, at Quezon City, Philippines.

**PHILIPPINE CHARITY
SWEEPSTAKES OFFICE**

**CITY OF TAGUM,
DAVAO DEL NORTE**

By:

By:

SERGIO O. VALENCIA
Chairman

REY T. UY
City Mayor

Signed in the Presence of:

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) S.S.

BEFORE ME, on this _____ day of _____ 2010, personally appeared the following:

	ID No.	Date of Issue	Issuer
SERGIO O. VALENCIA	1627	2004	PCSO
REY T. UY			

known to me and to me known to be the same persons who executed the foregoing MOA, consisting of five (5) pages including this page on which this acknowledgment is written and they acknowledge to me that the same is their free and voluntary act and deed, and of the entities herein represented.

NOTARY PUBLIC

Doc. No. _____:
Page No. _____:
Book No. _____:
Series of 2010.

CARRIED AND APPROVED.

I HEREBY CERTIFY to the correctness of the foregoing.

REY A. BUHION
Secretary to the Sanggunian

**ATTESTED AND CERTIFIED
TO BE DULY ADOPTED:**

ALLAN L. RELLON, MPA
City Vice Mayor
(Presiding Officer)