

Republic of the Philippines
Province of Bukidnon
CITY OF MALAYBALAY

Office of the Sangguniang Panlungsod

EXCERPT FROM THE MINUTES OF THE 92ND REGULAR SESSION FOR CY 2019 OF THE 7TH SANGGUNIANG PANLUNGSOD OF THE CITY OF MALAYBALAY, BUKIDNON HELD AT THE SP SESSION HALL ON MARCH 12, 2019.

PRESENT: Hon. City Vice Mayor Roland F. Deticio, Presiding Officer
Hon. City Councilor Jay Warren R. Pabillaran
Hon. City Councilor Lorenzo L. Dinlayan, Jr.
Hon. City Councilor Hollis C. Monsanto
Hon. City Councilor Rendon P. Sangalang
Hon. City Councilor Anthony Canuto G. Barroso
Hon. City Councilor Provo B. Antipasado, Jr.
Hon. City Councilor Jaime P. Gellor, Jr., Temporary Presiding Officer
Hon. City Councilor Nicolas C. Jurolan
Hon. City Councilor Erwin A. Damasco
Hon. City Councilor Bede Blaise S. Omao-Maghilum
Hon. City Councilor Bonifacio G. Valiente
Hon. City Councilor Dave Julian A. Balore

ABSENT : Hon. City Councilor Louel M. Tortola, (Official Business)

RESOLUTION NO. 2019 – 521 (7th Sangguniang Panlungsod)
(92nd Regular Session)

Sponsored by: Hon. Provo B. Antipasado, Jr.

A RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF MALAYBALAY AND THE DEPARTMENT OF EDUCATION MALAYBALAY CITY DIVISION PERTAINING THE USE OF IDENTIFIED DEPARTMENT OF EDUCATION SCHOOLS IN THIS CITY AS EVACUATION SITES IN CASE OF EMERGENCIES.

WHEREAS, the Hon. City Mayor his 1st Endorsement dated 24 October 2018, requested the August Body for legislative approval and authority to enter into and sign, for and in behalf of the City of Malaybalay the Memorandum of Agreement between the City Government of Malaybalay and the Department of Education pertaining the use of identified Department of Education Schools in this City as evacuation sites in case of emergencies;

WHEREAS, Section 22 (c) of the Local Government Code requires prior authorization from the Sanggunian concerned before the local chief executive can enter into a contract in behalf of the local government unit;

WHEREAS, the LGU of Malaybalay City by virtue of RA 10121 and RA 10821 and other pertinent laws the local government is mandated to provide evacuation centers for people affected by natural and mandate disaster that causes them to leave the safety of their homes and ensure the protection of the rights of every child, including their right to education in times of emergencies and calamities;

WHEREAS, the Local Government Unit of Malaybalay City, pending its development of permanent evacuation sites as encouraged by the Department of Interior and Local Government, needs these schools to function as evacuation sites in case of emergencies, to wit;

BARANGAY	DESIGNATED EVACUATION CENTER
Aglayan	Malaybalay City Science High School
Apo Macote	Apo Macote Elementary School
Bangcud	Bangcud Elementary School
Cabangahan	Cabangahan Elementary School

Capitan Anghel	Capitan Anghel Integrated School
Can-ayan	Can-ayan Integrated School
Caburacanan	Caburacanan Elementary School
Dalwangan	Dalwangan Elementary School
Imbayao	Imbayao Elementary School
Indalasa	Indalasa Elementary School
Kalasungay	Kalasungay Elementary School
Kibalabag	Kibalabag Integrated School
Kulaman	Kulaman Elementary School
Laguitas	Laguitas Elementary School
Magsaysay	Magsaysay Integrated School
Maligaya	Bagong Silang Elementary School
Managok	Managok National High School
Manalog	Manalog Elementary School
Mapayag	Mapayag Elementary School
Mapulo	Mapulo Elementary School
Miglamín	Managok National High School Annex Miglamín
St. Peter	St. Peter National High School
San Jose	San Jose Elementary School
San Martín	San Martín Agro-Industrial National High School
Sto. Niño	Padernal Elementary School
Silae	Silae National High School
Simaya	Simaya Elementary School
Sinanglanan	Malaggap Elementary School
Sumpong	Sumpong Central School
Zamboanguita	Zamboanguita Elementary School

WHEREAS, upon review and evaluation the Sangguniang Panlungsod found the Memorandum of Agreement within the authority of the City Mayor to execute, as reviewed and endorsed by the City Legal Officer;

NOW, THEREFORE, on motion of Hon. P B. Antipasado, Jr. duly seconded;

BE IT RESOLVED, as it is hereby resolved by the 7th Sangguniang Panlungsod of the City of Malaybalay in session duly assembled:

To approve the aforementioned Memorandum of Agreement and grant authority to the Honorable City Mayor, Ignacio W. Zubiri, to enter into and sign, for and in behalf of the City of Malaybalay the same Memorandum of Agreement, as approved.

RESOLVED FURTHER, that copies of this Resolution be furnished to the Office of the City Mayor and the Office of the City Legal Officer and Department of Education Malaybalay City Division for their information and appropriate action.

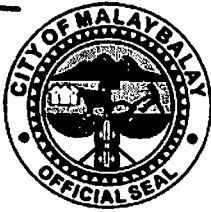
UNANIMOUSLY APPROVED.

I HEREBY CERTIFY to the correctness of the foregoing resolution which was duly adopted by the Sangguniang Panlungsod during its regular session held at the Old Municipal Building People's Hall on March 12, 2019.


PHOEBE CORAZON C. HIDALGO
 Sangguniang Panlungsod Secretary

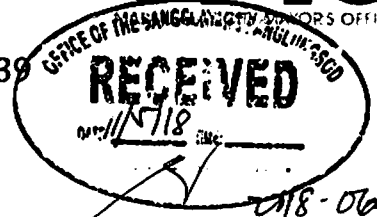
APPROVED, MARCH 12, 2019:


ROLAND F. DETIZIO
 City Vice Mayor
 Presiding Officer



Republic of the Philippines
 Province of Bukidnon
 CITY OF MALAYBALAY
 Phone (088) 813-5643 Fax (088) 8132739

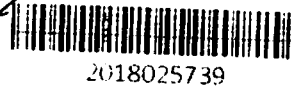
CMO



OFFICE OF THE CITY MAYOR

2019-03-994
 DEPED MALAYBALAY CITY DIVISION
 RECEIVED
 DATE: MAR 21 2019
 BY: [Signature]

1st ENDORSEMENT
 24 October 2018



Respectfully endorsing to the Sangguniang Panlungsod Members, through the Presiding Officer, City Vice Mayor Hon. Roland F. Deticio, the Memorandum of Agreement by and between the Department of Education Malaybalay City Division, represented by its Superintendent, Rebonfamil R. Baguio and the City Government of Malaybalay represented by City Mayor Hon. Ignacio W. Zubiri, pertaining the use of identified DepEd Schools in this City as Evacuation Sites in case of emergencies.

Further, the undersigned request the August Body for the approval and an Authority to sign the Memorandum of Agreement for and in behalf of the City Government.

For your appropriate action.

IGNACIO W. ZUBIRI
 City Mayor



2018030678



Republic of the Philippines
Province of Bukidnon
CITY OF MALAYBALAY
New City Hall Building, Barangay Casisang
Phone (088) 813 - 4706
: ***

CITY LEGAL OFFICE

Subject: Memorandum of Agreement with DepEd Malaybalay City Division, represented by its Superintendent, Rebonfamil Baguio, pertaining to the use of identified DepEd Schools in this City as Evacuation Sites in case of emergencies.

1st INDORSEMENT
18 October 2018

Respectfully indorsed to Hon. IGNACIO W. ZUBIRI, City Mayor City, the herein attached Memorandum of Agreement (MOA) treating on the above-captioned subject, with the information that this Office has reviewed the same and is of the opinion that the provisions of the said MOA are valid and legal and the execution thereof is within your Office's power and functions as the City Mayor of Malaybalay, subject to the prior approval and authorization of the Sangguniang Panlungsod of Malaybalay.

For your information and guidance.

JULIUS MICHAEL G. BARROSO
City Attorney V

att.: as stated

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into by and among:

The **CITY GOVERNMENT OF MALAYBALAY**, herein represented by its Mayor, **HON. IGNACIO W. ZUBIRI** with official address at Sayre Highway, Casisang, Malaybalay City and hereinafter referred to as **LGU of Malaybalay City**;

And

The **DepEd Malaybalay City Division** herein referred as **DepEd-School**, represented herein by its Superintendent, **REBONFAMIL BAGUIO**;

Representing the following identified DepEd Schools

BARANGAY	DESIGNATED EVACUATION CENTER
AGLAYAN	Malaybalay City National Science High School
APO MACOTE	Apo Macote Elementary School
BANGCUD	Bangcud Elementary School
CABANGAHAN	Cabangahan Elementary School
CAPITAN ANGEL	Capitan Angel Integrated School
CAN-AYAN	Can-ayan Integrated School
CABURACANAN	Caburacanan Elementary School
DALWANGAN	Dalwangan Elementary School
IMBAYAO	Imbayao Elementary School
INDALASA	Indalasa Elementary School
KALASUNGAY	Kalasungay Elementary School
KIBALABAG	Kibalabag Integrated School
KULAMAN	Kulaman Elementary School
LAGUITAS	Laguitas Elementary School
MAGSAYSAY	Magsaysay Integrated School
MALIGAYA	Bagong Silang Elementary School
MANAGOK	Managok National High School
MANALOG	Manalog Elementary School
MAPAYAG	Mapayag Elementary School
MAPULO	Mapulo Elementary School
MIGLAMIN	Managok National High School Annex – Miglamin
ST. PETER	St. Peter National High School
SAN JOSE	San Jose Elementary School
SAN MARTIN	San Martin Agro-Industrial National High School
STO. NINO	Padernal Elementary School
SILAE	Silae National High School

SIMAYA	Simaya Elementary School
SINANGLANAN	Malagap Elementary School
SUMPONG	Sumpang Central School
ZAMBOANGUITA	Zamboanguita Elementary School

- WITNESSETH -

WHEREAS, the LGU of Malaybalay City by virtue of RA 10121 and RA 10821 and other pertinent Laws the Local government is mandated to provide Evacuation Centers for people affected by Natural and Mandate disaster that causes them to leave the safety of their homes and ensure the protection of the rights of every child, including their right to education in times of emergencies and calamities;

WHEREAS, the LGU of Malaybalay City thru it Disaster Risk Management and Response Plan has identified key DepEd School as Evacuation Site for the aforementioned events;

WHEREAS, LGU of Malaybalay City, pending its development of permanent evacuation sites as encouraged by the Department of Interior and Local Government, still needs these schools to function as Evacuation Sites in case of emergencies;

WHEREAS, upon the encouragement of the DILG it has been advised that this Memorandum of Agreement be executed to clearly define the Roles and Responsibilities of the all parties involved;

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants, agreements and stipulations hereinafter set forth, the parties hereby agree jointly to be partners in the establishment and operation of evacuation centers with the following stipulations:

ARTICLE I – OBJECTIVES OF THE ESTABLISHMENT and OPERATION OF THE EVACUATION CENTERS

1. To establish, open and operate Evacuation centers in the Affected Barangay within 1 hour of declaration of Evacuation;
2. To provide safe, habitable, temporary shelters for the evacuees;
3. To provide for water, light and sanitation to the evacuees;
4. To establish a simple Local Incident Command Center.
5. To facilitate coordination among support agencies to ascertain that evacuees are given utmost assistance;
6. To provide for Information and Communication systems for evacuees to inform their relatives and friends of their situation;

ARTICLE II – NATURE OF EVACUATION CENTERS

The Evacuation Centers will have four components the ICS, the sleeping area, sanitation and open space;

Section 1. Minimum Requirements. The Evacuation Center must conform to the following minimum requirements.

- Must have an established Covered Court;
- Must have access to clean water;
- Must have operational Comfort Rooms;
- Must be accessible to transport vehicles;
- Evacuation Site should have telecommunication access (Cell Signal, Telephone et. Al.)

ARTICLE III – TERMS OF REFERENCE

The agencies involved will have the following terms of reference:

Section 1. LGU of Malaybalay City shall:

1. Ensure that the schools are used as evacuation centers only where there is no other available space or structure that can be used as a general evacuation center (Sec. 5, RA 10821).
2. Coordinate/Facilitate the initial establishment or grounding of the Evacuation Center in collaboration with all concerned agencies during the Pre-Disaster Risk Assessment.
3. Provide local ICS manpower which includes peace, security and order for the learners and teachers and evacuees.
4. Provide for temporary learning tents should classrooms be utilized as evacuation center for more than three days in order to ensure non-disruption of classes.
5. If the use is predicted to exceed fifteen (15) days, the city Government of Malaybalay shall provide written documentation to the DepEd on the following:
 1. The name and location of the school;
 2. All alternative sites and proposal for final site selection;
 3. Measures being implemented to prevent interference or disruption to the school and educational activities of children; and
 4. Other particulars.
6. Coordinate for the initial deployment of Survival Kits with DSWD;
7. Pay for water and light consumption for the duration of the evacuation;
8. Pays for repair of facilities damaged in the course of providing evacuation center.

Section 2. The DepEd Representative/School Principal:

1. Ensures that the gymnasium, activity center, auditoriums and other open spaces shall be utilized first;
2. Ensure non-disruption of classes despite the use of the school as evacuation site;

3. Attend camp management meetings;
4. Continuously monitor and assess the condition of temporary learning spaces or other transitional and semi-permanent structures used as classrooms after disaster.
5. Assigns staff to open the school to Evacuees;
6. Coordinates with the LGU ICS Commander for the proper management and access to facilities;
7. Establishes Security protocols to ensure non-access to areas not used for evacuation.

ARTICLE IV – PERIOD OF AGREEMENT

This Memorandum of Agreement shall take effect upon the date of the Parties set their signatures on this document and shall remain in effect unless sooner terminated by mutual consent of all parties, provided a two month written notice by the Initiating Party shall have been fully served to other Parties.

**ARTICLE V
GENERAL PROVISIONS**

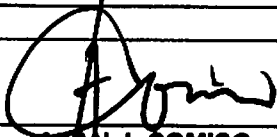
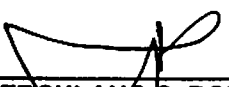

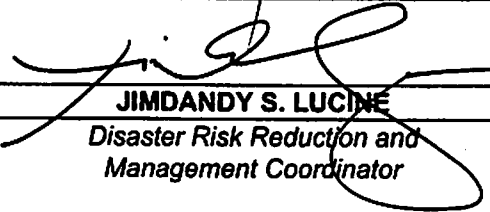
Section 1. This agreement and all rights and obligations hereunder, shall not be assigned by either of the parties hereto to another party unless otherwise permitted in the provision of this agreement or with the prior written consent thereto by the other parties.

Section 2. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and there are no understanding, representations or warranties of any kind except this expressly set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this _____ day of _____ in Malaybalay City.

REBONFAMIL BAGUIO
School Division Superintendent
Malaybalay City Division

HON. IGNACIO W. ZUBIRI
City Mayor
Malaybalay City

WITNESSESS	
 ALAN J. COMISO <i>Special Operations Officer IV</i>	 HERCULANO S. RONOLO <i>City Administrator</i>
 LORENZO O. CAPACIO <i>Chief Education Supervisor Schools Governance and Operations Division</i>	 JIMDANDY S. LUCINE <i>Disaster Risk Reduction and Management Coordinator</i>

ACKNOWLEDGMENT

Republic of the Philippines)
City of Malaybalay) S. S.
Province of Bukidnon)

BEFORE ME, a notary public for and in the City of Malaybalay this ____ day of _____, 2018, personally appeared:

Name	Community Tax Certificate No.	Issued on/at
Rebonfamil Baguio	10381723	POBLACION LANTAPAN, BUK.
Hon. Ignacio W. Zubiri		

made known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary acts and deeds.

This instrument pertains to the Memorandum of Agreement consisting of five (5) pages, including this page where the Acknowledgment is written and all the attachments hereof, and which has been signed by the parties together with their witnesses, on each and every page.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at the place and the date stated above.

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