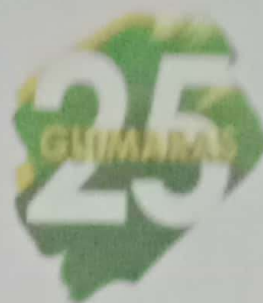




Republic of the Philippines  
Province of Guimaras  
**OFFICE OF THE 9<sup>TH</sup> SANGGUNIANG PANLALAWIGAN**  
San Miguel, Jordan, Guimaras 5045



EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE  
9<sup>TH</sup> SANGGUNIANG PANLALAWIGAN, THIS PROVINCE HELD AT THE SP SESSION  
HALL, 2<sup>ND</sup> FLOOR, GTIC BUILDING ON APRIL 27, 2020.

**PRESENT:**

Atty. John Edward G. Gando	-	Vice Governor and Presiding Officer
Hon. Cyril C. Beltran	-	SP Member and Majority Floor Leader
Hon. Aurelio G. Tionado	-	SP Member
Hon. David G. Gano	-	SP Member and Deputy Majority Floor Leader
Hon. Luben G. Vilches	-	SP Member
Hon. Diosdado G. Gonzaga	-	SP Member
Hon. Josefina G. de la Cruz	-	SP Member
Hon. Rex G. Fernandez	-	SP Member
Hon. Raymond H. Gavileño	-	SP Member
Hon. Karren Kaye A. Gadnanan	-	Ex-Officio SP Member (SK Federation President)
Hon. Marilou S. Delumpa	-	Ex-Officio SP Member (LNB Federation President)
Hon. Glicerio G. Edang	-	Ex-Officio SP Member (PCL Federation President)

**RESOLUTION NO. 114**

**RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH TO  
SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT THE  
MEMORANDUM OF AGREEMENT WITH BUENAVISTA NATIONAL HIGH  
SCHOOL FOR THE USE OF DEPED SCHOOLS BY THE LOCAL GOVERNMENT  
UNIT AS TEMPORARY QUARANTINE OR ISOLATION FACILITY OF LAST  
RESORT**

WHEREAS, the Honorable Governor in his letter dated April 22, 2020 is requesting for an authority to sign for and in behalf of the provincial government the Memorandum of Agreement with Buenavista National High School for the use of DepEd Schools by the Local Government Unit as Temporary Quarantine or Isolation Facility of last resort;

WHEREAS, this Honorable Body finds the request to be in order, thus interposing no objection on the request, subject to the terms, conditions and stipulations set forth in the draft Memorandum of Agreement presented before it;

NOW THEREFORE, on motion of Honorable Josefina G. de la Cruz and duly seconded by all members;

THE 9<sup>TH</sup> SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED AS IT IS HEREBY RESOLVED, to authorize the Honorable Governor to sign for and in behalf of the provincial government the following:

**MEMORANDUM OF AGREEMENT  
FOR THE USE OF DEPED SCHOOLS BY THE LOCAL GOVERNMENT UNIT  
AS A TEMPORARY QUARANTINE OR ISOLATION FACILITY OF LAST RESORT**

Know all men by these presents:

The Provincial Government of Guimaras, with office address at San Miguel, Jordan, Guimaras, and is represented by Honorable Samuel T. Gumarin, Governor, hereinafter referred to as "LGU";

**CONTACT US: —**



+63920 9815 802



ompguimaras@gmail.com



Province of Guimaras

And

Buenavista National High School with address at New Poblacion, Buenavista, Guimaras and represented by its School Head, Jocelyn V. Villa, herein referred as the "SCHOOL";

#### WITNESSETH

Whereas, the President, His Excellency Rodrigo Roa Duterte issued Proclamation No. 922 dated March 8, 2020, "Declaring a State of Public Health Emergency Throughout the Philippines" in view of the COVID-19 public health situation;

Whereas, Section 2 of Proclamation No. 922, s. 2020, states that "(a) all government agencies and LGUs are hereby enjoined to render the full assistance and cooperation and mobilize the necessary resources to undertake critical, urgent, and appropriate response and measures in a timely manner to curtail and eliminate the COVID-19 threat";

Whereas, the LGU needs a temporary quarantine or isolation facility relative to health its response to the COVID-19 public situation and it has no other available place or structure for use, thus it submitted a request to the Regional Director of the Department of Education, Regional VI, Iloilo City for the use of the Buenavista National High School, hereinafter referred to as the "School" as a quarantine or isolation facility of the LGU and subject to OFFICE MEMORANDUM OM-OSEC-2020-002;

Whereas, the Department of Education, Region VI thru its Regional Director, Ma. Gemma M. Ledesma acting on the request of the Schools Division Office in Guimaras approved the request of the LGU in adherence to applicable guidelines of the Department of Health (DOH) and the World Health Organization (WHO), and other pertinent laws and rules, and upon a clear showing by the LGU of the need to use the School as temporary quarantine or isolation facility due to absence of other available facility as certified by the provincial/city/municipality health officer, as well as a presentation by the LGU of its planned management of the facility under the supervision of the city/municipal health officer, subject to DOH and other relevant guidelines;

Whereas, the approval of the Regional Director was conditioned upon the undertaking of the LGU for the safekeeping of all property and valuables in the school premises during the operation of the facility, payment of all expenses including utilities in relation to its use of the School as a temporary quarantine or isolation facility, the conduct of the general cleaning and fumigation, and repair and /or replacement of damaged or lost school facilities as a result of, and incidental to, the use of the school by the LGU.

NOW, therefore, the parties commit and bind themselves to the following terms and conditions in the use of the School as a temporary quarantine or isolation facility of last resort as follows:

#### SCOPE and DEFINITION OF TERMS

This Memorandum of Agreement pertains to the use of Buenavista National High School as a temporary quarantine or isolation facility of the LGU in relation to the COVID-19 outbreak during the period of Public Health Emergency under Proclamation No. 922, Series of 2020. The School may only be used by the LGU for this purpose if classes are not being conducted therein.

**Quarantine of persons** is defined as the separation of persons who are not ill, but who may be exposed to an infectious agent or disease with the objective of monitoring symptoms and early detection of COVID-19 CASES

**Isolation** refers to the separation of ill or infected persons from others, so as to prevent the spread of infection or contamination.



#### A. Obligations of the LGU:

1. Prepare the areas approved by the RO to be used as temporary quarantine or isolation facility in the School and shall not require students/pupils and Dep Ed personnel to be engaged in the preparation of the School for this purpose. The LGU shall vacate the designated areas and remove education equipment and resources therefrom, under the supervision and guidance of the School.

2. Use only the specified School area and facilities approved by the RO to be used as quarantine or isolation facility.

3. Take charge of the management and maintenance of the School used as a quarantine or isolation facility, under the supervision of the city/municipal health officer and in accordance with the applicable guidelines of the DOH and the WHO, cited in OFFICE MEMORANDUM OM-OSEC-2020-002, and other applicable laws, rules and guidelines.

4. Cordon off identified quarantine or isolation facility from the rest of the School premises or facilities.

5. Provide measures to ensure the safety and security of the school.

6. Provide all resources and equipment required for the use of the School as a quarantine or isolation facility.

7. Ensure that water supply will be sufficient and there will be no cooking in the School during its use as a quarantine or isolation facility.

8. Ensure compliance with the sanitation and health standards applicable to the School before, after and during its use by the LGU as a quarantine or isolation facility, including the disinfecting the disinfecting premises used and ensuring the use of personal protective equipment (PPE).

9. Facilitate and provide for the general cleaning, maintenance and upkeep of school premises, structures, facilities, equipment and resources, and repair and replace them if damaged, destroyed or lost as a result of their use by the LGU as a quarantine or isolation facility. Such repair and replacement shall be completed prior to the return of the use of the School to the School Head.

10. Clean up and fumigate the School within a maximum period of one week after its use by the LGU as a quarantine or isolation facility during the public health emergency. The proper health authorities shall certify whether the School is fit for education as subsequent to the fumigation, in accordance with pertinent guidelines of the DOH and other applicable rules and issuances.

11. Pay for utilities during its use of the school during quarantine or isolation facility, and until it has returned the use of the School to its School Head for education use and the School Head as accepted the same.

12. Ensure that the school facilities be restored to their original or better state, compared to their condition upon commencement of their use as quarantine or isolation facility by the LGU.

13. Prior to return by the LGU of the use of the School to the School Head, secure clearance from the School with respect to the LGU's compliance with the TAC.

#### B. Obligations of the School:

1. Identify the School spaces/structures/comfort rooms and other hand washing facilities approved by the RO to be used as temporary quarantine or isolation facility. School areas beyond those approved by the RO shall be off limits to the LGU and users of the quarantine or isolation facility.

2. In preparation for the use of the School as temporary quarantine or isolation facility, ensure proper storage and safekeeping of all learning and education equipment, resources, materials and school records. The School shall provide supervision and guidance to the LGU in the vacating of designated School spaces/structures and removal of education equipment and resources therefrom by the LGU, provided that all DepEd personnel involved in the preparation of the school premises shall strictly observe all existing health precautions and social distancing protocols of DOH and WHO.
3. Prepare and implement work protocols that would not require DepEd personnel to report to the School for the performance of the regular functions during the period of the School is used as quarantine or isolation facility.
4. Inform the LGU of any damage, destruction or loss of School facilities and resources due to, or incidental to, the use of the School, if any, to serve as basis for repair, maintenance, and/or replacement by the LGU after use of the School as quarantine or isolation facility.
5. Have the authority to monitor and access of the School, subject to strict observance of safety and health requirements applicable to the Quarantine or isolation facility.

**C. Obligations of the LGU and the School:**

1. The School shall make a School Inventory and record the condition of school premises, structures, facilities, equipment and resources immediately prior to use, and after the use and fumigation of the School as a quarantine or isolation facility by the LGU. The Inventory prior to use shall be signed by both the School Head and the LCE and shall form an integral part of this agreement (*See Annex A*).
2. Any and all expense relative to the preparation and operation of the School as the temporary quarantine or isolation facility as well as the clearing, fumigation and restoration of the School to its educational use shall be shouldered by the LGU.
3. The School and the LGU shall each designate focal person/s who shall be responsible for coordination between the parties to ensure compliance with this TAC.

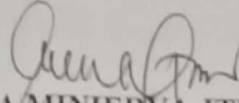
**GENERAL PROVISIONS**

1. The LGU shall use the School as a temporary quarantine or isolation facility upon its showing to the RO that there is no other available space or structure which can be used for that purpose. The use of the School as a temporary quarantine or isolation facility of last resort is a continuing requirement. Should a place or structure which can be used for this purpose become available, the LGU shall terminate its use of the School as a quarantine or isolation facility.
2. This TAC shall take effect upon its execution, and shall be in full force and effect for a period of (Indicate number of days approved by the RO) days during the period of Public Health Emergency under Proclamation No. 922, s. 2020 unless mutually extended by the LGU and the RO in writing, or sooner terminated by either the LGU or the RO upon fifteen-day written notice for valid reasons.  
Notwithstanding the lifting of the said Public Health Emergency, the responsibilities and obligations of LGU under this TAC shall subsist until fully complied with.
3. When warranted by compelling circumstances, the RO may amend, modify or supplement this TAC for valid reasons, upon prior notice and agreement of the RO and the LGU.
4. The LGU represents and warrants that it has the requisite power and authority to make, deliver and comply with the provisions of this TAC, and has taken all necessary action to duly and validly authorize the execution, delivery and performance of this TAC.
5. Should there be any conflict between the provisions of this agreement and other Agreements between the LGU and the DepEd through the Regional Office, Schools Division Office or the School, this agreement shall prevail.

RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Buenavista National High School and all other concerned agencies for information and appropriate action.

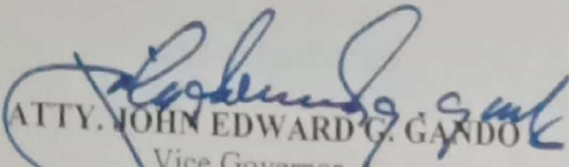
APPROVED. April 27, 2020.

I hereby attest that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 9<sup>th</sup> Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on April 27, 2020.



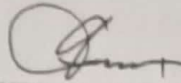
LORENA MINIERVA-ITUCAS  
Secretary to the Sangguniang Panlalawigan

Certified Correct:



ATTY. JOHN EDWARD C. GANDO  
Vice Governor  
Presiding Officer

Approved:



SAMUEL T. GUMARIN, MD, MPH  
Governor