



Republic of the Philippines
QUEZON CITY COUNCIL
Quezon City
20th City Council

PR20CC-421

24th Regular Session

RESOLUTION NO. SP- **7063**, S-2017

A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT (MOA) ENTERED INTO BY THE CITY MAYOR, HONORABLE HERBERT M. BAUTISTA, WITH THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS FOR THE CONSTRUCTION OF A MULTI-PURPOSE BUILDING AND BARANGAY HALL AT THE OLD SLAUGHTERHOUSE LOCATED IN BARANGAY KAMUNING, QUEZON CITY.

Introduced by Councilors ALEXIS R. HERRERA and FRANZ S. PUMAREN.

Co-Introduced by Councilors Anthony Peter D. Crisolago, Lena Marie P. Juico, Elizabeth A. Delarmente, Victor V. Ferrer, Jr., Oliviere T. Belmonte, Precious Hipolito Castelo, Voltaire Godofredo L. Liban III, Ramon P. Medalla, Ranulfo Z. Ludovica, Estrella C. Valmocina, Allan Benedict S. Reyes, Gian Carlo G. Sotto, Eufemio C. Lagumbay, Marvin C. Rillo, Raquel S. Malañgen, Irene R. Belmonte, Marra C. Suntay, Jose A. Visaya, Karl Edgar C. Castelo, Julienne Alyson Rae V. Medalla, Godofredo T. Liban II, Allan Butch T. Francisco, Marivic Co-Pilar, Melencio "Bobby" T. Castelo, Jr., Rogelio "Roger" P. Juan, Diorella Maria G. Sotto, Donato C. Matias, Eric Z. Medina and Ricardo B. Corpuz.

WHEREAS, the Local Government of Quezon City, a Local Government Unit organized and established under Philippine Laws, with office address at Quezon City Hall Compound, Elliptical Road, Barangay Central, Diliman Quezon City, 1100, is represented by its City Mayor, Honorable Herbert M. Bautista;

WHEREAS, the Department of Public Works and Highways (DPWH), Quezon City 2nd District Engineering Office, government agency with office address at No. 790 EDSA, Diliman, Quezon City, is represented by its District Engineer, Engr. Ramon P. Devanadera;

WHEREAS, the Department of Public Works and Highways (DPWH), Quezon City 2nd District Engineering Office is tasked to undertake the implementation of the project at District IV, Quezon City, to wit: y

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"Construction of Multi-purpose Building and Barangay Hall at old Slaughterhouse (back of Kamuning Market), Barangay Kamuning, Quezon City;"

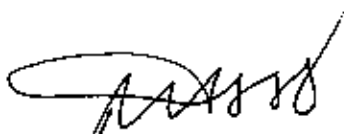
WHEREAS, the Local Government of Quezon City has agreed to accept the completed project and commit to undertake the maintenance of the structure;

WHEREAS, both parties have signed the Memorandum of Agreement (MOA) on 22 March 2016 subject to the terms and conditions set forth therein.

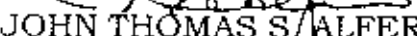
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN REGULAR SESSION ASSEMBLED, to ratify, as it does hereby ratify the Memorandum of Agreement (MOA) entered into by the City Mayor, Honorable Herbert M. Bautista, with the Department of Public Works and Highways for the construction of a Multi-Purpose Building and Barangay Hall at the Old Slaughterhouse located in Barangay Kamuning, Quezon City.

ADOPTED: March 6, 2017.



RODERICK M. PAULATE
President Pro-Tempore
Acting Presiding Officer

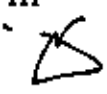
ATTESTED:


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III

CERTIFICATION

This is to certify that this Resolution was APPROVED by the City Council on Second Reading on March 6, 2017 and was CONFIRMED on March 20, 2017.


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III





Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS & HIGHWAYS
OFFICE OF THE DISTRICT ENGINEER
 Quezon City Second District Engineering Office
 790 EDSA, Diliman, Quezon City

MEMORANDUM OF AGREEMENT

KNOWN FOR MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** made and entered in to this **MAR 22 2016** of _____, 2016 at the City of **QUEZON CITY**, by the between:

The **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS, QUEZON CITY 2ND DISTRICT ENGINEERING OFFICE**, a government agency, represented herein by its District Engineer, **RAMON P. DEVANADERA**, duly authorized for the purpose and hereinafter referred to as the "**FIRST PARTY**".

-And-

The **LOCAL GOVERNMENT OF QUEZON CITY**, a government agency organized and established under Philippine Laws, represented herein by Mayor **HERBERT M. BAUTISTA**, duly authorized for the purpose and hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH THAT

WHEREAS, the **FIRST PARTY** is tasked to undertake the implementation of the following project at District IV, Quezon City:

Construction of Multi-Purpose Building, Barangay Hall at old Slaughterhouse (back of Kamuning Market), Barangay Kamuning, Quezon City 4th LD

WHEREAS, the **SECOND PARTY** has agreed to accept the completed project and commit to undertake the maintenance of the structure;

WHEREAS, the Parties hereby agree to execute this MOA subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants contained therein the parties hereby agree as follows:

SECOND PARTY:

JOSELITO B. CABUNGCAL
 City Engineer

HERBERT M. BAUTISTA
 City Mayor Quezon City

FIRST PARTY:

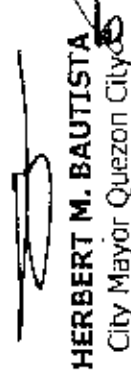
MARLYN C. INGUILLO
 Officer-in-Charge
 Office of the Assistant District Engineer
 Quezon City 2nd District Engineering
 DPWH

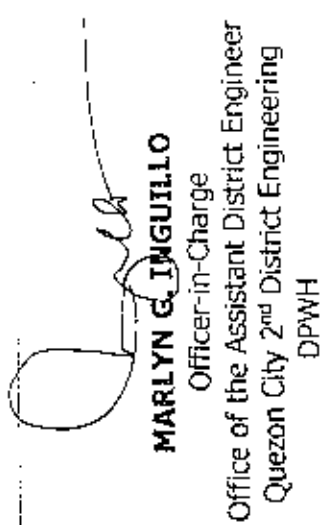
RAMON P. DEVANADERA
 District Engineer
 Quezon City 2nd District Engineering
 DPWH

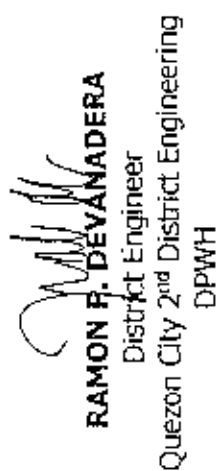
SECOND PARTY:

FIRST PARTY:


JOSELITO B. CABUNGCAL
 City Engineer


HERBERT M. BAUTISTA
 City Mayor Quezon City


MARLYN C. INGUILLO
 Officer-in-Charge
 Office of the Assistant District Engineer
 Quezon City 2nd District Engineering
 DPWH


RAMON P. DEVANADERA
 District Engineer
 Quezon City 2nd District Engineering
 DPWH

ARTICLE I – RESPONSIBILITIES OF THE FIRST PARTY

The FIRST PARTY shall:

- Section I.1 Implement the aforementioned project in accordance with the approved Plans and Program of Works;
- Section I.2 Immediately turn-over to the SECOND PARTY the completed project for the latter's proper acceptance.

ARTICLE II – RESPONSIBILITIES OF THE SECOND PARTY

The SECOND PARTY shall:


- Section II.1 Acknowledge the receipt of the completed project from the First Party;
- Section II.2 Undertake the repair of any damaged part of the structure, one (1) year after the Issuance of Certificate of Acceptance and its maintenance on the succeeding years;
- Section III.3 Ensure that NO VENDORS, VAGRANTS, BEGGARS, etc. will be allowed to occupy the multi-purpose building after its turn-over by the FIRST PARTY.

ARTICLE III – RESPONSIBILITIES AND WARRANTIES

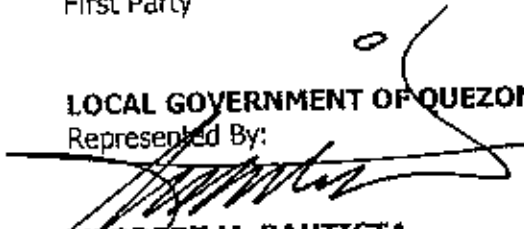
- Section III.1 The herein parties represent that they have the requisite power, authority and capacity to enter into this agreement and perform their obligations according to terms and conditions set forth;
- Section III.2 The parties also agree to sign, execute and deliver such other agreement and documentations in furtherance, or in the implementation of this agreement;
- Section III.3 Either of the Parties of this MOA may initiate the termination of this MOA in writing in the event of a default by the other party of any of its obligation;
- Section III.4 This MOA shall take effect upon approval therefore by the DPWH and shall remain in force and effect until the completion of the projects unless mutually terminated earlier by the said Parties in writing;
- Section III.5 This agreement shall be binding upon the parties hereto and their respective successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have to set their respective signature
This MAR 22 2016 day of _____ 2016 at the QUEZON CITY


**REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
QUEZON CITY 2ND DISTRICT ENGINEERING OFFICE**
Represented By:



RAMON P. DEVANADERA
District Engineer
First Party

LOCAL GOVERNMENT OF QUEZON CITY
Represented By:


HERBERT M. BAUTISTA
City Mayor
Second Party

SIGNED IN THE PRESENCE OF:


MARLYN G. INGUILLO
Officer-in-Charge
Quezon City 2nd District Engineering Office


JOSELITO B. CABUNGCAL
City Engineer
Quezon City

ACKNOWLEDGEMENT


REPUBLIC OF THE PHILIPPINES)
QUEZON CITY

Before me, a Notary Public in and for the above jurisdiction, personally appeared:

Issued on	ID Presented	Issued at
RAMON P. DEVANADERA	_____	_____
HERBERT M. BAUTISTA	_____	_____

The above persons who executed the foregoing Memorandum of Agreement of Three (3) pages including this page with Acknowledgement, and who Acknowledge to me the same is their free will and voluntary act and deed, and those of the institutions represented therein.

WITNESS MY HAND AND SEAL, this MAR 22 2016 day of _____
2016 Quezon City, Philippines.


ATTY. H. DARCEEN LUNA
Notary Public
Until December 31, 2017
PTE. No. 2149406 1-5-16
IEP. No. 1017-832 1-5-16
Roll No. 20408
MCLE Compliance No. V-0003825 10-01-
NP. No. 067
Add. 7 Pearl St., Fairview Park

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