

REPUBLIC OF THE PHILIPPINES
 QUEZON CITY COUNCIL
 QUEZON CITY
 20th CITY COUNCIL

PROPOSED RESOLUTION NO. _____, S-2018

A RESOLUTION AUTHORIZING THE CITY MAYOR HONORABLE HERBERT M. BAUTISTA TO ENTER INTO A TRIPARTITE MEMORANDUM OF AGREEMENT BETWEEN LION'S PRESIDENT LEAGUE OF THE PHILIPPINES (LPLP) REPRESENTED BY ITS PRESIDENT, DR. LAURO I. FELICIANO AND BARANGAY MARIANA, REPRESENTED BY ITS BARANGAY CHAIRMAN, REGINA CELESTE C. SAN MIGUEL TO ALLOW THE FORMER TO CONTINUALLY USE AND CONDUCT LIVELIHOOD TRAININGS AT THE NEWLY BUILT 2 STOREY BARANGAY MARIANA TRAINING CENTER.

Introduced by: Coun. Raquel S. Malañgen

WHEREAS, the Quezon City Government is the legal and registered owner of the open space along New Jersey Street, between 3rd and 4th Street, Barangay Mariana containing a total area of 3,712 square meters which was donated by Magdalena Estate, Inc. for the residents of Mariana;

WHEREAS, the Quezon City Government has recently constructed a two (2) storey Barangay Mariana Training Center with bleachers upon the request of Barangay Mariana as the venue of free livelihood training for the public;

WHEREAS, Barangay Mariana would like to provide free, continuous education and livelihood and skills training to its residents, and the general public as well, as to alleviate poverty, enhance a marketable skills of its beneficiaries as its contribution to nation building;

WHEREAS, the Lion's Presidents League of the Philippines has made its representations with Barangay Mariana and Quezon City Government to allow them to continue their advocacy of providing free livelihood and skills training in the Barangay Mariana Training Center. This is in lieu of the demolished LPLP-TESDA facility constructed by the LPLP in 1970s in the same site of the newly built center;

WHEREAS, Barangay Mariana through its resolution No. 117, S-2017, recognizes the importance of the people's partnership participation of the LPLP with the livelihood training activities, hence, they are willing to assign the first and second floor of the said Training Center to the LPP, excluding the one (1) room, shower and toilet at the back of the center;


WHEREAS, an authority to sign by the City Mayor from this Sanggunian is required pursuant to Section 455 (b) (1) of Republic Act , otherwise known as the Local Government Code of 1991.

WHEREAS, a copy of the Memorandum of Agreement was attached in this resolution and will be made as an integral part thereof.

NOW, THEREFORE

BE IT RESOLVED BY THE QUEZON CITY COUNCIL IN REGULAR SESSION ASSEMBLED TO authorize as it hereby authorizes THE CITY MAYOR HONORABLE HERBERT M. BAUTISTA TO ENTER INTO A TRIPARTITE MEMORANDUM OF AGREEMENT BETWEEN LION'S PRESIDENT LEAGUE OF THE PHILIPPINES (LPLP) REPRESENTED BY ITS PRESIDENT, DR. LAURO I. FELICIANO AND BARANGAY MARIANA, REPRESENTED BY ITS BARANGAY CHAIRMAN, REGINA CELESTE C. SAN MIGUEL TO ALLOW THE FORMER TO CONTINUALLY USE AND CONDUCT LIVELIHOOD TRAININGS AT THE NEWLY BUILT 2 STOREY BARANGAY MARIANA TRAINING CENTER.

ENACTED. _____



RAQUEL S. MALANGEN
City Councilor, District 4

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, entered into by and among:

THE QC GOVERNMENT, a government duly organized and created by Philippine law, with office address at the Quezon City Hall, Elliptical Road, Barangay Central, Q.C., Metro Manila, herein represented by the Honorable City Mayor **Herbert Constantine M. Bautista**, hereinafter referred to as "**QC GOVT**";

BARANGAY MARIANA, a barangay duly organized and created by Philippine law, with office address at No. 2, New Jersey Street, Bgy. Mariana, New Manila, Quezon City, herein represented by its Bgy. Chairman, **Regina Celeste C. San Miguel**, hereinafter referred to as "**BGY. MARIANA**";

LIONS PRESIDENTS LEAGUE OF THE PHILIPPINES, a non-profit organization, duly-organized and created according to Philippine laws, with office address at No. 2, New Jersey Street, Bgy. Mariana, New Manila, Quezon City, herein represented by its **President, Dr. Lauro I. Feliciano, MJF**, hereinafter referred to as the "**LPLP**";

WITNESSETH:

WHEREAS, the **QC GOVT** is the legal and registered owner of that open space along New Jersey Street, between 3rd Street and 4th Street, Barangay Mariana containing a total area of 3,712 square meters which was donated by Magdalena Estate, Inc. for the residents of Mariana;

WHEREAS, **BGY. MARIANA**, would like to provide free, continuous education and livelihood & skills training to its residents, and the general public, as well, to alleviate poverty, enhance the marketable skills of its beneficiaries as its contribution to nation-building;

WHEREAS, the **QC GOVT** has recently constructed a two (2) storey *Barangay Mariana Training Center with bleachers* upon request of **BGY MARIANA** as the venue for free livelihood training for the public;

WHEREAS, the **LPLP** has made representations with **BGY MARIANA** and the **QC GOVT.** to allow them to continue their advocacy of providing free, livelihood and skills training in the *Barangay Mariana Training Center*; This is in lieu of the demolished LPLP-TESDA facility constructed by the LPLP in the 1970s in the same site as the **CENTER**, as the old building was already an eyesore due to lack of rehabilitation funds by the LPLP;

WHEREAS, **BGY. MARIANA** is willing to assign the first and second floor of the said *Training Center* to the **LPLP**, excluding the one (1) room, shower and toilet at the back, which area shall be referred to as the "**CENTER**";

WHEREAS, **BGY MARIANA** through its Res. No. 116 S-2017, recognizes the importance of the people's partnership participation of the **LPLP** with the livelihood training activities of **BGY MARIANA** at the **CENTER**;

WHEREAS, pursuant to the Civil Code, because the **CENTER** falls under public land marked as *open space*, and could not be the subject of any transaction with within the commerce of man (e.g. sale, lease, donation); **BGY MARIANA** and **LPLP** and the **QC GOVT**, have agreed to enter into this Memorandum of Agreement to allow the **LPLP** to continue its free livelihood training activities at the **CENTER**, under the following terms and conditions:

1. **QC GOVT -**
 - a. As the funder of the construction of the **CENTER** from its local budget funds shall give **BGY MARIANA** assignment of the **CENTER** as the accountable officer of **QC GOVT** for the said **CENTER**;
2. **BGY MARIANA -** As the Assignee and duly accountable officer of the **CENTER**
 - a. Shall fund the costs for insurance coverage of the facility from its barangay budget;
 - b. Shall prescribe the standards of sanitation/cleanliness and safety, maintenance of facilities, fire prevention, rules on peace and order, curfew, and the like in the **CENTER**;
 - c. Shall approve the curriculum/program/plan of the free training at the **CENTER**; oversee that **LPLP** carries out the proposed program as per approved plan and schedule;

1. LPLP - as the Representative of BGY MARIANA
 - a. Shall provide free and continuous livelihood/vocational training at the CENTER for BGY MARIANA residents and the general public;
 - b. Shall ensure that the free livelihood training in the CENTER shall be with properly accredited teachers/instructors from the TESDA and that all passing graduates be given NC1 level accreditation, and all courses to be taught shall be with the approval of BGY. MARIANA;
 - c. Shall fund the costs for the salaries & expenses of the teachers/instructors, provide incentives/allowances for needy students (if needed); provide diplomas, furniture and equipment to convert the area into a reputable training facility for vocational/skills
 - d. Shall shoulder all utilities used in the CENTER (light, power, water, communication & the like);
 - e. Shall ensure that all facilities are always in good working order, and shall shoulder expenses for repair and maintenance;
 - f. Shall comply with the standards of sanitation/cleanliness & safety, maintenance of facilities, fire prevention, rules on peace and order, curfew and the like in the CENTER;
 - g. Shall render a regular monthly report of the activities at the CENTER and shall not enter into agreements with other third parties, nor conduct any activities other than what is agreed in this MOA without the consent of BGY MARIANA,

2. TERM of ASSIGNMENT for LPLP

- a. The term of this assignment shall be a maximum of ten (10) years, renewable for another ten (10) years upon mutual consent of the parties subject to the item (4.b) of this MOA. This is in consideration of the lifetime of the office & training equipment/facilities/machinery to be introduced by LPLP in the CENTER. the parties;
- b. Should the LPLP fail to comply with any of the conditions stated above and breaches any of the warranties herein, BGY. MARIANA may opt to rescind this Memorandum of Agreement should any deficiency or violation of this MOA be not corrected within seven (7) days from the time such violation was brought to the attention of LPLP;
- c. Any dispute resulting from any violation of this Memorandum of Agreement shall be decided upon by the QC GOVT;

d. As the accountable officer of the CENTER, BGY. MARIANA's right to assign the CENTER to LPL shall be limited by whatever law on public land and property that shall be determined by the QC GOVT. Hence, BGY. MARIANA reserves its right to amend the terms of this assignment to LPL when national or city laws so dictate.

All parties sign this _____ day of _____, 2018 at Quezon City.

HERBERT M. BAUTISTA
(City Mayor, Q.C. GOVT.)

REGINA CELESTE C. SAN MIGUEL	DR.
LAURO I. FELICIANO	
Bgy. Chairman, Mariana	President,
Lions Presidents	League of the
Philippines	

WITNESSED BY:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, this _____ day of _____, personally appeared the following with their respective identification documents:

<u>Name</u>	<u>ID</u>
<u>Presented</u>	<u>Date/Place Issued/Expiry Date</u>
Herbert M. Bautista	
Regina Celeste C. San Miguel	
Dr. Lauro I. Feliciano	

Known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement consisting of three (3) pages including this page signed by the parties and their instrumental witnesses and they acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and place first above written.

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