



Republic of the Philippines  
**QUEZON CITY COUNCIL**  
Quezon City  
20<sup>th</sup> City Council

PR20CC-851

56<sup>th</sup> Regular Session

RESOLUTION NO. SP- **7406**, S-2018

*A RESOLUTION RATIFYING THE CONTRACT ENTERED INTO BY THE QUEZON CITY MAYOR, HONORABLE HERBERT M. BAUTISTA, WITH THE OFFICE OF THE VICE PRESIDENT FOR THE LEASE OF THE QUEZON CITY RECEPTION HOUSE AS ITS NATIONAL CAPITAL REGION (NCR) OFFICE.*

*Introduction by Councilor ALEXIS R. HERRERA.*

*Co-Introduced by Councilors Anthony Peter D. Crisologo, 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, Roderick M. Paulate, Allan Benedict S. Reyes, Gian Carlo G. Sotto, Kate Abigael G. Coseteng, Jose Mario Don S. De Leon, Franz S. Pumaren, Eufemio C. Lagumbay, Marvin C. Rillo, Raquel S. Malañgen, Irene R. Belmonte, Ivy Xenia L. Lagman, Marra C. Suntay, Hero Clarence M. Bautista, 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 Quezon City Government owns a parcel of land together with its improvements existing thereon located at No. 100 11<sup>th</sup> Street, Barangay Mariana, New Manila, this City, known as the Quezon City Reception House, with a lot area of Five Thousand One Hundred Ninety-Two (5,192) square meters and a floor area of One Thousand Eight Hundred Fifty and 4/100 (1,850.04) square meters, more or less, covered by Transfer of Certificate of Title (TCT) Number N-305262;*

*WHEREAS, the Office of the Vice President has expressed interest in holding its National Capital Region (NCR) Office in Quezon City where many national government agencies are strategically located;*

WHEREAS, the Quezon City Reception House, originally built to be a satellite office of the Mayor of Quezon City and where ceremonial and diplomatic functions could be carried out, was identified by the Office of the Vice President as its potential NCR Office;


WHEREAS, the OVP through the Bids and Awards Committee determined that the renewal of the Contract of Lease remains to be advantageous for the government;

WHEREAS, the Sangguniang Panlungsod adopted Council Resolution No. SP-7271, S-2017, authorizing the City Mayor to enter into an agreement with the Office of the Vice President.

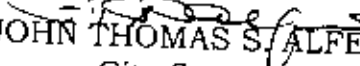
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN REGULAR SESSION ASSEMBLED, to ratify, as it does hereby ratify, the Contract entered into by the City Mayor, Honorable Herbert M. Bautista, with the Office of the Vice President, for the lease of the Quezon City Reception House located at No. 100 11<sup>th</sup> Street, New Manila, Barangay Mariana, Quezon City, as its National Capital Region (NCR) Office.

ADOPTED: February 26, 2018.

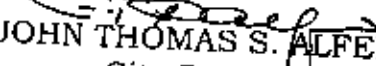
  
MA. JOSEENA G. BELMONTE  
City Vice Mayor  
Presiding Officer

ATTESTED:

  
Atty. JOHN THOMAS S. ALFEROS III  
City Secretary

CERTIFICATION

This is to certify that this Resolution was APPROVED by the City Council on Second Reading on February 26, 2018 and was CONFIRMED on March 12, 2018.

  
Atty. JOHN THOMAS S. ALFEROS III  
City Secretary

### RENEWAL OF CONTRACT OF LEASE

This Renewal of Contract of Lease ("Contract") is entered into on 29 January 2018 in Quezon City by:

The **QUEZON CITY GOVERNMENT**, a public corporation created pursuant to Commonwealth Act No. 502, as amended, in relation to Republic Act No. 7160, as amended, with principal address at Quezon City Hall, Elliptical Road, Barangay Central, Quezon City, represented by **MAYOR HERBERT M. BAUTISTA**, and hereinafter referred to as the "LESSOR";

HERBERT M. BAUTISTA MPA MNS  
Quezon City Mayor

- and -

The **OFFICE OF THE VICE PRESIDENT**, a government office existing under the laws of the Republic of the Philippines, with address at No. 100 11th Street, Barangay Mariana, New Manila, Quezon City, represented by **VICE PRESIDENT MARIA LEONOR G. ROBREDO**, and hereinafter referred to as the "LESSEE";

**WHEREAS**, the LESSOR is the owner of a parcel of land together with the improvements existing thereon located at No. 100 11th Street, Barangay Mariana, New Manila, Quezon City, otherwise known as the QUEZON CITY RECEPTION HOUSE, with lot area of Five Thousand One Hundred Ninety-Two (5,192) square meters and covered by Transfer Certificate of Title (TCT) No. N-305262;

**WHEREAS**, the parties entered into a Contract of Lease dated 18 July 2016 for a term of one (1) year from 18 July 2016 to 17 July 2017, renewable annually for the same period and subject to 5% escalation, and for the monthly rental of Two Hundred Eighty Thousand Pesos (P280,000.00);

**WHEREAS**, parties mutually agreed to renew the Contract of Lease;

**WHEREAS**, the OVP through the Bids and Awards Committee determined that renewal remains to be the most advantageous for the government;

**WHEREAS**, the Sangguniang Panlungsod adopted Council Resolution No. SP-7271, S2017, authorizing the Honorable City Mayor to enter into an agreement with the LESSEE;

**NOW, THEREFORE**, for and in consideration of the foregoing, the parties hereto agree as follows:

**1. SCOPE OF THE LEASE**

This Contract shall commence on 18 January 2018 and expire on 31 December 2018. The property subject of this Contract (the "Property") shall also include the newly-constructed gazebo located on the same lot which shall be turned over by the LESSOR to the LESSEE upon its completion and acceptance by the LESSOR from the contractor.

The lease of the Property shall be subject to renewal annually for one (1) year. The LESSEE shall serve a written notice to the LESSOR of its intention to renew the lease at least sixty (60) days prior to 31 December 2018.

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## 2. RENTAL

For the use and occupancy of the Property, the LESSEE shall pay the LESSOR the monthly rental of Two Hundred Ninety-Four Thousand Pesos (₱294,000.00) plus 12% Value Added Tax (VAT) (Annex A).

The monthly rental shall be subject to escalation of five percent (5%) on the third year and every year thereafter.

The lease amount shall be subject to all existing government auditing rules and regulations which both parties agree to be bound and to comply with.

Payment of the monthly rental shall be made without need of demand not later than the end of each calendar month through bank debit to Landbank Savings Account No. 1722-1000-06 under the name of the LESSOR. The LESSEE shall give notice to the LESSOR's City Treasurer and the City Accounting Department of the payments. The LESSOR's City Treasurer shall issue the corresponding official receipts upon receipt of said notice.

HERBERT M. BAUTISTA MP.  
Quezon City Mayor

## 3. ADVANCE RENTAL AND SECURITY DEPOSIT

Upon the signing of this Contract, the LESSEE shall pay to the LESSOR the 5% escalation rate on the security deposit in accordance with Annex B. It is understood that the security deposit shall be equivalent to two (2) months rental which shall be returned to the LESSEE at the end of the lease less deductions for any damages sustained by the Property chargeable to the LESSEE.

The LESSEE shall on the same date likewise pay the LESSOR the 5% escalation rate on the advance rental in accordance with Annex B. It is understood that the advance rental shall be equivalent to one (1) month rental, which shall be applied to the last month of this Contract.

The LESSEE shall not be liable to pay any amount other than what is provided under this Contract.

## 4. USE OF THE PROPERTY

- a. The Property shall be used by the LESSEE strictly for government office purposes only.
- b. The LESSEE shall maintain the Property in its clean and sanitary condition.
- c. The LESSEE shall guarantee the order, peace, and quiet within the Property and refrain from making noise and other nuisances that shall affect the residents nearby.
- d. The LESSOR has the right to enter the Property at reasonable office hours and as necessary for the purpose of inspecting and determining the compliance of the LESSEE with the provisions of this Contract. The LESSOR shall give written notice to the LESSEE and the inspection shall be subject to the security requirements given by the LESSEE.
- e. The LESSEE may put up its institution logo and name on the Property with the condition that the designation area, dimension, and design shall be coursed through the City Accounting Department of the LESSOR for written approval prior to

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HERBERT M BAUTISTA MPA MNS/  
Quezon City Mayor

- f. A joint inventory of furniture, fixtures, art works, and equipment found in the Property shall be conducted by the parties on an agreed schedule within three (3) weeks from signing hereof and the list thereof shall be attached hereto and made integral part hereof. Should the LESSEE decide to retain any of the said furniture, fixture, art works, and equipment therein, the same shall be properly accounted for upon acceptance of the Property and shall be returned accordingly upon termination of the lease.
- g. The LESSEE may provide additional air-conditioning units, furniture, and other equipment. Upon written consent of the LESSOR, the LESSEE may introduce improvements, refurbish, or undertake retrofitting works to make the Property suitable for its official use. Paintings may also be hung on the walls of the building, provided the screws, nails, attachment, or abutment necessary for the same shall be removed by the LESSEE upon termination of the lease.
- h. All such improvements that are not permanently attached or fixed to the Property shall remain in the Property of the LESSEE. The LESSEE shall notify the LESSOR in writing before the removal of any furniture, equipment, and improvement introduced or made thereon upon termination of the lease.
- i. All fixed improvements introduced or made by the LESSEE shall belong to the LESSOR without any obligation to compensate the LESSEE.
- j. The LESSEE shall undertake all necessary repairs on the Property due to ordinary wear and tear. Major repairs due to structural defects of the Property shall be undertaken by and for the account of the LESSOR.
- k. In case of damage to the Property or its appurtenances by fire, earthquake, war, or any other unforeseen natural cause, the LESSEE shall give written notice to the LESSOR within ten (10) days from its occurrence.

**5. FACILITIES**

All billing and charges for water, electricity, telephone, cable, internet connection, and other utilities to be used in the Property shall be for the account of the LESSEE. With written notice to the LESSOR, the LESSEE may undertake the installation of additional electrical, water, and telephone lines, provided such installation shall be for the account of the LESSEE and will not cause damage to the Property. The LESSOR assumes no responsibility for the quality or any interruption that may occur in the utilities or services supplied in the Property.

**6. JANITORIAL AND SECURITY SERVICES**

The LESSEE shall provide its own janitorial and security personnel to ensure and maintain the cleanliness and safety of the Property, its premises, and personnel.

**7. INJURY OR DAMAGE**

The LESSEE hereby assumes the full responsibility for any injury or damage caused to the person or property of any third person in the Property for the duration of the lease. The LESSEE holds the LESSOR free and harmless from damages as a result thereof, unless such damage or liability arose out of structural or other inherent defects in the Property or ...

8. TERMINATION

a. In the event of violation of any of the material terms and conditions of this Contract, the aggrieved party shall give written notice to the party at fault and demand that the party at fault cure the violation within thirty (30) days from receipt of the written notice. If the party at fault fails to remedy said violation within the period, the aggrieved party shall have the right to terminate this Contract by and upon giving thirty (30) days written notice.

b. The LESSOR shall have the right to terminate this Contract for any cause, provided that at least ninety (90) days written notice is given to the LESSEE.

Upon termination, the LESSEE shall surrender the Property to the LESSOR in as good condition as reasonable wear and tear and fortuitous event permit, without unreasonable delay and devoid of all occupants, furniture, articles, and effects of any kind.

OTHER PROVISIONS

The LESSEE shall not be liable to pay for the use of the Property other than to the LESSOR. The LESSEE shall be held free and harmless from, and shall be indemnified for, any liability arising out of its payment to the LESSOR.

HERBERT M. BAUTISTA MPA, MNLS  
Quezon City Mayor

b. NON-WAIVER. The failure of the LESSOR to demand strict performance with any of the terms and conditions of this Contract shall not be construed as a waiver on the part of the LESSOR of the enforcement of any of its rights herein and under the law or to subsequently demand compliance therewith during the effectivity of this Contract.

c. INSURANCE. The LESSEE shall insure its own insurable interests on the Property, including the improvements introduced therein.

d. ASSIGNMENT/SUBLEASE. The LESSEE shall neither assign its rights under this Contract nor sublease the Property.

e. NOTICES. All notices required under this Contract shall be in writing and shall be delivered personally, or by registered mail, or by fax, as follows:

TO THE LESSOR:

OFFICE OF THE CITY MAYOR  
3rd Floor Quezon City Hall  
Elliptical Road, Diliman  
Quezon City  
Fax No.: (+632) 9268035

ATTN: MARIAN C. ORAYANI

TO THE LESSEE:

OFFICE OF THE VICE PRESIDENT  
No. 100 11th Street, Barangay Mariana

*Handwritten signature*

unless a party has informed the other in writing of any change, in which case notices shall be sent accordingly.

f. NO PRESUMPTION. In interpreting and applying the terms and conditions of this Contract, no presumption shall be made against the party that drafted the terms and conditions of this Contract.

g. SEPARABILITY. If any provision in this Contract shall be declared invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, or enforceability of the remaining provisions shall not be affected or impaired.

AMENDMENTS. Any amendment of the terms and conditions of this Contract shall be valid if set out in writing and signed by the parties.

HERBERT M BAUTISTA MPA MNSA  
Quezon City Mayor 

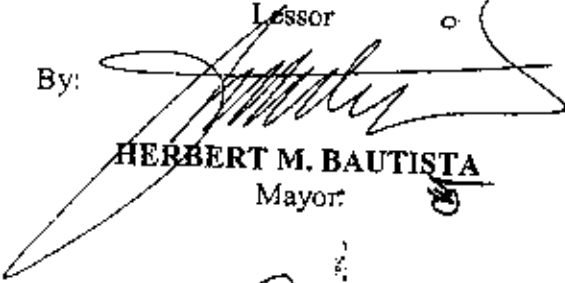
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IN WITNESS WHEREOF, the parties have signed this Renewal of Contract of Lease on 29 January 2018 in Quezon City.

**QUEZON CITY GOVERNMENT**

Lessor

By:

  
**HERBERT M. BAUTISTA**  
Mayor


**OFFICE OF THE VICE PRESIDENT**

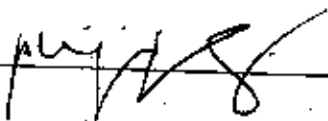
Lessee

By:

  
**MARIA LEONOR G. ROBREDO**  
Vice President

SIGNED IN THE PRESENCE OF:

  
**RICARDO T. AUREO**  
General Services Department





ACKNOWLEDGMENT

Republic of the Philippines )  
Quezon City ) SS

BEFORE ME, a Notary Public for Quezon City, on 29 January 2018 in Quezon City, personally appeared the following:

Name	Government ID	Validity
Herbert M. Bautista	Philippine Passport No. EC3151462	Issued on 10 January 2015
Maria Leonor G. Robredo	OVP ID No. 160173	Issued on 01 September 2016

identified by me through competent evidence of their identity bearing their respective photographs and signatures to be the same persons who executed this Renewal of Contract of Lease and acknowledged to me that the same is their own free act and voluntary deed and the free act and voluntary deed of the office represented, the latter being duly authorized to execute the foregoing instrument.

This instrument refers to a Renewal of Contract of Lease which consists of seven (7) pages, including the page whereon this acknowledgment is written and the annexes, and which is signed by the Parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my notarial seal on the date and at the place mentioned above.

Doc No. 60  
Page No. 3  
Book No. I  
Series of 2018.



~~MARIJO V. ALCALA~~  
Notary Public  
Quezon City, Appointment No. 244 (2017-2018)  
Until December 31, 2018, Roll No. 83394  
IBP No. 1080042, 01/09/17, Quezon City  
PTR No. 3884413, 01/09/17, Quezon City  
MCLE Compliance No. V-0016405, 03/28/16  
No. 100 10th Street, Barangay Mariana  
New Manila, Quezon City 1112  
Metro Manila, Philippines

*Maria*