



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

PR20CC-931

72<sup>nd</sup> Regular Session

RESOLUTION NO. SP- 7591, S-2018

A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT (MOA) ENTERED INTO BY AND BETWEEN THE QUEZON CITY GOVERNMENT (QCG), REPRESENTED BY MAYOR HERBERT M. BAUTISTA, AND THE "RONALD MCDONALD HOUSE CHARITIES OF THE PHILIPPINES, INC" (RMHC), SUBJECT TO EXISTING LAWS, RULES AND REGULATIONS.

Introduced by Councilors JULIENNE ALYSON RAE V. MEDALLA and 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, Voltaire Godofredo L. Liban III, Ramon P. Medalla, Raulfo Z. Ludovica, Estrella C. Valmocina, Roderick M. Paulate, Allan Benedict S. Reyes, Gian Carlo G. Sotto, Kate Abigail G. Coseteng, Franz S. Pumaren, Eufemio C. Lagumbay, Marvin C. Rillo, Raquel S. Malañgen, Irene R. Belmonte, Ivy Xenia L. Lugman, Marra C. Suntay, Hero Clarence M. Bautista, Jose A. Visaya, Karl Edgar C. Castelo, Godofredo T. Liban II, Allan Butch T. Francisco, Marivic Co-Pilar, Rogelio "Roger" P. Juan, Diorella Maria G. Sotto, Donato C. Matias, Eric Z. Medina, Alfredo S. Roxas and Noe Lorenzo B. Dela Fuente III.

WHEREAS, Republic Act No. 6972 mandates the establishment of a day care center in every barangay, instituting therein a total development and protection of children program, appropriating funds therefor and for other purposes;

WHEREAS, RMHC is registered with the Department of Social Welfare and Development (DSWD) as an Auxiliary Social Welfare and Development Agency (SWDA), particularly a Resource Agency, that provides financial support and capability-building programs to various partners primarily for the benefit of disadvantaged children 6 years old and below as well as Grade 1 students in Regions I-XII, CAR, CARAGA and NCR;

WHEREAS, as stated in the MOA, RMHC shall construct the "Ronald McDonald Bahay Bulilit" Day Care Centers by providing the plans, designs, and specifications, as well as materials and manpower;

WHEREAS, the QCG shall be solely and exclusively responsible for the administration, maintenance and general operations, including undertaking necessary or ordinary repairs, as well as obtaining and maintaining public utilities such as water and electricity of the Day Care Center;

WHEREAS, the Ronald McDonald House Charities of the Philippines, Inc. (RMHC), represented by its Executive Director, Maricar A. Angeles and the Quezon City Government, represented by the City Mayor, Honorable Herbert M. Bautista, has entered into a Memorandum of Agreement for the construction of the "Ronald McDonald Bahay Bulilit" Day Care Centers;

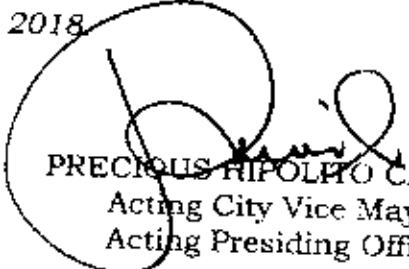
WHEREAS, the duly signed Memorandum of Agreement (MOA) shall form an integral part of this Resolution.

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 and between the Ronald McDonald House Charities of the Philippines, Inc. (RHMC), and the Quezon City Government for the construction of the Ronald McDonald Bahay Bulilit Day Care Centers

RESOLVED, FURTHER, that a copy of this Resolution be furnished to the Ronald McDonald House Charities of the Philippines, Inc., (RHMC) for their information and guidance.

ADOPTED: September 10, 2018

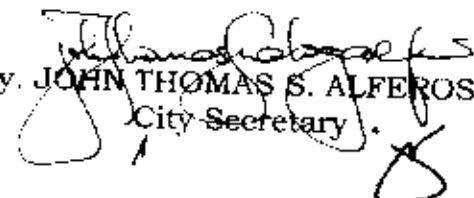
  
PRECIOUS HIPOLETO CASTELO  
Acting City Vice Mayor  
Acting Presiding Officer

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 September 10, 2018 and was CONFIRMED on September 24, 2018.

  
Atty. JOHN THOMAS S. ALFEROS III  
City Secretary

SP-7591

### MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT made and executed this 08 DEC 2017 day of \_\_\_\_\_, 2017 in by and among:

The QUEZON CITY GOVERNMENT, a public corporation created pursuant to CA502, as amended and RA7160, as amended, with office address at Quezon City Hall, Elliptical Road, *Barangay* Central, Quezon City represented herein by MAYOR HERBERT M BAUTISTA, hereinafter referred to as "QCG";

and

The BARANGAY MATANDANG BALARA, represented herein by BARANGAY CAPTAIN ALLAN P. FRANZA, hereinafter referred to as "BARANGAY";

and

The RONALD McDONALD HOUSE CHARITIES OF THE PHILIPPINES, INC, a non-stock, non-profit corporation duly recognized and existing under and by virtue of laws of the Republic of the Philippines, with principal office address at 17<sup>th</sup> floor, Citibank Center Building, Paseo de Roxas, Makati City, represented in this act by its President, KENNETH S YANG, hereinafter referred as "RMHC";

Witnesseth, that:

**WHEREAS**, the quality of citizenry of any country depends to a large extent on the caring that children receive during the first three years of life whereby the child's basic character and attitudes are formed and preparedness for life are shaped.

**WHEREAS**, parents have the primary responsibility to care for and promote the total development of their children. Furthermore, under the 1991 Local Government Code, the primary role of local government units in the development and growth of communities rest in the latter thru the exercise of service and delivery functions, among them the delivery of health and welfare services and implementation of programs and projects on primary health care, maternal and child care;

**WHEREAS**, the City under the 1991 Local Government Code shall exercise supervision over their respective *Barangays*. The *Barangays* shall ensure and support the health, safety, moral well-being and enhance economic prosperity to its inhabitants through a child development program;

**WHEREAS**, the RMHC is a non-profit organization with a mission to support the Filipino children well being especially non-stock, their need for education, shelter and happiness. RMHC is registered with the Department of Social Welfare and Development (DSWD) as an Auxiliary Social Welfare and Development Agency (SWDA), particularly as a Resource Agency, that provides financial support and capability - building programs to various partners primarily for the benefit of disadvantaged children 6 years old and below as well as grade 1 students in Regions I - XII, CAR, CARAGA and NCR;

**WHEREAS**, the RMHC have pre-qualified and selected a site where "*Ronald McDonald Bahay Bulilit*" Day Care Centers, shall be constructed, and have coordinated with the QCG in order to secure its cooperation and coordination in the DAY CARE CENTER (DCC) project.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree on the following terms and conditions, to wit:

1. RMHC hereby undertake to construct the "*Ronald McDonald Bahay Bulilit*" Day Care Center (DAY CARE CENTERS (DCC)) Project. For this purpose, RMHC shall provide the plans, designs and specifications, as well as materials and manpower, to be used for the construction of the DAY CARE CENTER (DCC).

ocm-2017/abcamayo

HERBERT M BAUTISTA MPA MNSA  
Quezon City Mayor

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2. The DAY CARE CENTER (DCC) Project construction plans, designs and specifications, which are in accordance with the standard and uniform designs of day care centers that are being constructed and donated by RMHC, are hereto attached and made an integral part hereof as Annex A. The DAY CARE CENTER (DCC) shall be constructed in accordance said plans, designs and specifications.

3. The QCG to extend full coordination and cooperation in the securing necessary permits, licenses, clearances and documents necessary for the construction of the DAY CARE CENTER (DCC).

4. The Parties hereby agree that RMHC has the exclusive right to decide on and to use color schemes for the painting the structure of the DAY CARE CENTER (DCC), to decorate the interior, exterior and premises of the DAY CARE CENTER (DCC), to install or incorporate signages, billboards, marks and other similar representations indicating RMHC as sponsor for the construction of the said project, which shall be conspicuously displayed in the DAY CARE CENTER (DCC).

The Parties hereby agree that all identifiable designs, trademarks, logos, visual materials and the like, whether written, visual or tangible form, that shall be introduced to, placed in, attached to, posted in or otherwise made visible in the DAY CARE CENTER (DCC) or its premises, whether or not actually used as part of the child development activities and programs, shall pertain exclusively to such designs, trademarks, logos, visual materials and the like or belonging to RMHC. No other identifiable designs, trademarks, logos, visual materials and the like particularly those belonging or pertaining to other quick service restaurant, shall be introduced to, placed in, attached to, posted in or otherwise made visible in the DAY CARE CENTER (DCC) and its premises. The cost for introducing placing, attaching, posting or otherwise making visible such designs, trademarks, logos, visual materials shall be borne solely and exclusively by RMHC.

The QCG may display their respective seals or other visual representations within the DAY CARE CENTER (DCC) or its premise. Any cost incurred for this purpose shall be for their respective accounts.

5. RMHC shall undertake to complete the DAY CARE CENTER (DCC). This period shall be accordingly extended should RMHC be unable to or prevented from completing the construction on or before the said date due to causes beyond the control of RMHC, to causes without the fault or negligence of RMHC, or to events of force majeure or fortuitous cause.

6. Upon completion, RMHC shall turnover the DAY CARE CENTER (DCC) to the QCG and the *Barangay* for its operations on a date mutually agreed upon by the parties.

7. The DAY CARE CENTER (DCC) shall not be used for purposes other than that for which it was constructed and established. Neither shall the structure of the DAY CARE CENTER (DCC) nor its appearance in any manner be altered or modified without the consent of RMHC.

8. The QCG shall be solely and exclusively responsible for the administration, maintenance and general operations, including undertaking necessary or ordinary repairs, as well as obtaining and maintaining public utilities, such as water and electricity, of the DAY CARE CENTER (DCC) in accordance and compliance with the minimum standards as provided under the Department of Social Welfare and Development Administrative Order 29, Series of 2004, "Standards for Day Care, other ECCD Centers and Service provider", and administer and operate the DAY CARE CENTER (DCC). Provided, however, that the QCG may delegate the obligation stated herein to a duly authorized representative of the QCG.

9. Any cost incurred in connection with the administration, maintenance and general operations of the DAY CARE CENTER (DCC) shall be for the account of the QCG.

10. The QCG shall be responsible for any tax, charge or other similar fee imposed by, as well as for any permit, clearance or other similar document required by any government instrumentality, agency or body, or any private entity for continued operations of the DAY CARE CENTER (DCC). Any cost or expense that shall be incurred for the purpose shall be for the account of the QCG and/or the *Barangay*, as may be applicable.

11. The QCG will coordinate with the DSWD to be responsible for accrediting a day care worker who shall be assigned to or providing a day care worker already duly accredited by it to the DAY CARE CENTER (DCC).

12. The QCG and/or the *Barangay* shall provide the necessary child care service personnel during the day, provided that, in all cases, a day care worker duly accredited by the DSWD shall be included in such

HERBERT M BAUTISTA MPA MNSA  
Quezon City Mayor

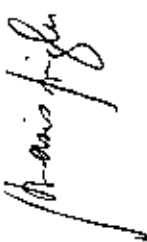
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personnel. For this purpose, the selection control and supervision of the said personnel, except the accredited day care worker, shall likewise be the sole and exclusive responsibility of the QCG. The salary of the child care service personnel and/or day care worker shall be for the account of the QCG.

- 13. The regular and ordinary upkeep of the DAY CARE CENTER (DCC) and its premises shall be the responsibility of the day care worker service personnel hired or assigned to the DAY CARE CENTER (DCC).
- 14. The parties agree that RMHC shall have the right to refer to the DAY CARE CENTER (DCC) Project or to use pictures and other visual representations of the DAY CARE CENTER (DCC), in any medium, of the same and/or its premises in brochures, announcements, advertisements, whether published, televised aired through the radio, used in the internet or otherwise made public in or through any other form or medium. In addition, the parties agree that RMHC shall have the right to include the DAY CARE CENTER (DCC) in its programs or activities, provided that the QCG and/or the *Barangay* shall be advised thereof.
- 15. Nothing in this Agreement shall create or be deemed to create any employer-employee relationship of any kind or nature between the Parties and their respective employees and/or representatives. Moreover, nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties. Neither party shall have the right to create or assume any obligation of any kind, express or otherwise, for or on behalf of the other party in any manner whatsoever. Neither shall anything contained in this Agreement or done in pursuance hereof constitute or be deemed to constitute the parties as agents or representatives of the other for any purpose or in any manner whatsoever. Neither party shall not hold itself out or allow itself to be held out as partner of the other.
- 16. Notwithstanding anything herein contained, the QCG hereby warrant that RMHC, including its stockholders, directors, officers, employees or agents, shall not in any manner be liable to the QCG, nor to any other person within the DAY CARE CENTER (DCC) or its premises in respect of:

- 16.1 Any damage, loss or destruction of any property or any injury due to any circumstances beyond RMHC's control (including but not limited to fire, flood, act of God, escape of water, riot, civil commotion, curfew, emergency, labor-disputes shortages of manpower, fuel, materials, electricity or water, or other events of force majeure or fortuitous cause);
- 16.2 Any act, omission, default, misconduct or negligence of any contractor whose services have been secure for the construction of the DAY CARE CENTER (DCC); any such contractor shall not in any manner or for any purpose be deemed to be an agent or employee of RMHC.
- 16.3 Any damage, loss or destruction of any property or any injury arising out of the leakage or defect of the piping, wiring, sprinkler system or other apparatus or other structure in the DAY CARE CENTER (DCC) or its premises;
- 16.4 Any damage, loss or destruction of any property or any injury caused by persons in the DAY CARE CENTER (DCC) or its premises, whether or not such persons be present thereat with the consent, knowledge and/or authority of the QCG their respective representatives, agents or employees;
- 16.5 Any nuisance made and/or suffered in the DAY CARE CENTER (DCC) and/or on its premises;
- 16.6 Any damage, loss or destruction of any property or injury, as well as any incident, occurrence, accident or any similar or analogous events otherwise growing out of and/or caused by any failure on the part of the QCG, or any other entity or person to maintain, supervise, operate and/or manage the DAY CARE CENTER (DCC) Project, the DAY CARE CENTER (DCC) or its premises in a safe and secure condition;
- 16.7 Any damage, loss or destruction of any property or any injury caused by reason that the DAY CARE CENTER (DCC) or its premises is being maintained, supervised, operated and/or managed in violation or non-observance or non-performance of the appropriate laws, ordinances, rules and regulations and/or other issuances of government instrumentalities or agencies.

  
 HERBERT M. BAUTISTA MPA MNSA  
 Quezon City Mayor

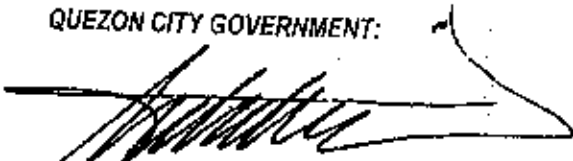


Insofar as may be applicable, this provision shall extend to include all representatives, agents or employees of the QCG and/or the *Barangay*, of any other person or entity.

17. This *Memorandum of Agreement* (MOA) constitutes the parties' legal, valid and binding obligation enforceable in accordance with its terms and conditions.

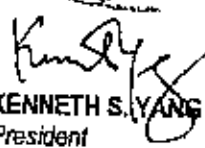
*In Witness hereof*, the Parties have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_ 2017, Quezon City.

QUEZON CITY GOVERNMENT:



HERBERT M. BAUTISTA, mpa, mnsa  
City Mayor

RONALD McDONALD HOUSE CHARITIES  
PHILIPPINES, INC:



KENNETH S. YANG  
President

*With the conformity and agreement of:*

BARANGAY MATANDANG BALARA

By:



ALLAN P. FRANZA  
BARANGAY CAPTAIN

*Signed in the presence of:*



MARICOR CUNA, mnsa  
City Administrator



MARICAR A. ANGELES  
RMHC Executive Director

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S.S.

BEFORE ME, a Notary Public for and City of QUEZON CITY this 08 day of DEC 2017, the parties personally appeared:

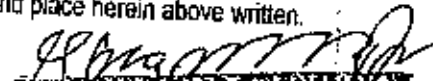
Name	Government issued ID No	DATE/PLACE
Herbert M Bautista	EB8127451	May 16, 2013/Manila

known to me to be the same person who executed the foregoing Memorandum of Agreement and acknowledged to be that the same is his free and voluntary act and deed and the organization he represents.

This document consisting of Six (6) pages including this acknowledgement has been signed by the parties together with their instrumental witnesses on each and every page hereof.

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

Doc. No. 89  
Page No. 88  
Book No. 871  
Series of 2017.

  
**ATTY. DULCESIMO G. TINAYAN JR.**  
Notary Public

VALID UNTIL DECEMBER 31, 2018  
PTR No. 2147645 1-3-2017 Q.C.  
Roll of Attorney's No. 27826  
IBP No. 1054796 1-3-2017 Q.C.  
Admin Matter No. 016 (2017 2018)  
MCLE Compliance No. V-0005813 January 22, 2018

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES  
**CITY OF MAKATI** I.S.S.

BEFORE ME, a Notary Public for and City of **CITY OF MAKATI** this DEC 07 day of 2017, the parties personally appeared:

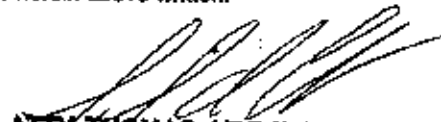
Name	Government Issued ID No	DATE/PLACE
Kenneth S. Yang	PO6012484	10/11/2021/Manila

known to me to be the same person who executed the foregoing Memorandum of Agreement and acknowledged to be that the same is his free and voluntary act and deed and the organization he represents.

This document consisting of Six (6) pages including this acknowledgement has been signed by the parties together with their instrumental witnesses on each and every page hereof.

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

Doc. No. 100  
Page No. 21  
Book No. IX  
Series of 2017.

  
**ATTY. THOMAS J.T.F. DE CASTRO**  
 Notary Public for Makati City  
 Appt. No. M-159 until December 31, 2018  
 7th Floor Citibank Center Paseo de Roxas Makati City  
 IBP No. 1057289, 1/5/2017 Makati Chapter  
 PTR No. 5913949, 1/5/2017 Makati City  
 Roll No. 57068  
 ICLÉ Compliance No. V-0019955 valid 04/15/16 to 04/14/2017