



Republic of the Philippines
QUEZON CITY COUNCIL

Quezon City
19th City Council

PR19CC-831

66th Regular Session

RESOLUTION NO. SP- 6592, S-2015

A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN THE QUEZON CITY GOVERNMENT, REPRESENTED BY THE CITY MAYOR, HONORABLE HERBERT M. BAUTISTA, AND MR. ARTHUR P. FUNGLADDA TO OPERATE AN ORCHID GARDEN AT THE QUEZON MEMORIAL CIRCLE.




Introduced by Councilors JESUS MANUEL C. SUNTAY and ALEXIS R. HERRERA.

Co-Introduced by Councilors Anthony Peter D. Crisologo, Ricardo T. Belmonte, Jr., Dorothy A. Delarmente, Lena Marie P. Juico, Victor V. Ferrer, Jr., Precious Hipolito Castelo, Voltaire Godofredo L. Liban III, Roderick M. Paulate, Ramulfo Z. Ludovica, Ramon P. Medalla, Estrella C. Valmocina, Allan Benedict S. Reyes, Gian Carlo G. Sotto, Franz S. Pumaren, Eufemio C. Lagumbay, Jose Mario Don S. De Leon, Jaime F. Borres, Marvin C. Rillo, Vincent DG. Belmonte, Raquel S. Malañgen, Jessica Castelo Daza, Bayani V. Hipol, Jose A. Visaya, Julianne Alyson Rae V. Medalla, Godofredo T. Liban II, Andres Jose G. Yllana, Jr., Allan Butch T. Francisco, Karl Edgar C. Castelo, Candy A. Medina, Diorella Maria G. Sotto, Marivic Co-Pilar, Rogelio "Roger" P. Juan, Melencio "Bobby" T. Castelo, Jr., Donato C. Matias and Ricardo B. Corpuz.

WHEREAS, the Quezon City Government is the administrator of the parcel of land with an approximate area of 26 hectares known as the Quezon Memorial Circle;

WHEREAS, the Quezon City Government and Mr. Arthur P. Fungladda had previously signed a Memorandum of Agreement (MOA) authorizing Mr. Fungladda to operate an Orchids Garden at Quezon Memorial Circle, and that the said MOA expired on May 31, 2014;

WHEREAS, the Quezon City Government and Mr. Arthur P. Fungladda had agreed to renew the said contract for two (2) years;

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WHEREAS, pursuant to Section 455 (b) (1) (vi) of Republic Act No. 7160, otherwise known as the "Local Government Code of 1991", the City Mayor shall represent the City in all its business transactions and sign on its behalf all bonds, contracts, and obligations, and such other documents upon the authority of the Sangguniang Panlungsod, or pursuant to law or ordinance;

WHEREAS, the duly signed Memorandum of Agreement dated 22 December 2014 between the City Mayor, Honorable Herbert M. Bautista, and Mr. Arthur P. Fungladda 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 entered into by and between the Quezon City Government, represented by the Honorable City Mayor, Herbert M. Bautista, and Mr. Arthur P. Fungladda to operate an orchid garden at Quezon Memorial Circle.

ADOPTED: June 29, 2015.



MA. JOSEFINA G. BELMONTE
Vice Mayor
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 June 29, 2015 and was CONFIRMED on August 10, 2015.


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

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into by and between:

The **QUEZON CITY GOVERNMENT**, a public corporation organized and existing under the laws of the Philippines, with principal office and postal address at the Mayor's Office, Amoranto Hall, 3rd Floor, Quezon City Hall, Elliptical Road, Diliman, Quezon City, represented herein by the **Honorable HERBERT M. BAUTISTA**, in his capacity as the City Mayor and hereinafter referred to as the **FIRST PARTY**;

-and-

ARTHUR P. FUNGLADDA, of legal age and a resident of #17 Mt. Williamson St., Filinvest I, Batasan Hills, Quezon City, and hereinafter referred to as the **SECOND PARTY**.

WITNESSETH :

WHEREAS, the **FIRST PARTY** is the administrator of that parcel of land with an approximate area of 26 hectares known as the Quezon Memorial Circle;

WHEREAS, the **FIRST PARTY** and the **SECOND PARTY** had previously signed a Memorandum of Agreement authorizing the **SECOND PARTY** to operate an Orchids Garden at the Quezon Memorial Circle;

WHEREAS, the said MOA between the **FIRST PARTY** and the **SECOND PARTY** had expired on May 31, 2014;

WHEREAS, the **FIRST PARTY** and the **SECOND PARTY** have agreed to renew the said MOA for another two (2) years;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual agreement of the parties they have agreed as they do hereby agree as follows:

1. The **FIRST PARTY** hereby allows the **SECOND PARTY** to operate for the duration of this Agreement a portion of the Quezon Memorial Circle with an approximate area of Four Hundred square meters (400 sq.m.). The said area shall be used exclusively for the establishment and operation of Orchids Garden, including showcase and selling of orchids and other ornamental plants, selling of items related to propagation and care of such plant species to Quezon Memorial Circle goers.

2. The **SECOND PARTY** shall assure the **FIRST PARTY** that no sale or introduction of intoxicating drinks and prohibited substances be made within its premises and shall in no instance that the subject area be used for residential purpose.

HERBERT M BAUTISTA MPA MNSA
Quezon City Mayor

3. The **SECOND PARTY** has agreed to pay the **FIRST PARTY** a monthly rental of Twenty Thousand Pesos (P20,000.00), exclusive of Value Added Tax (VAT), to be paid during the duration of this Agreement payable within the first five (5) days of the month covered by the rent. Delay in the payment of the rent shall entitle the **FIRST PARTY** an interest of three percent (3%) of the amount due per month of delay. Failure of the **SECOND PARTY** to pay the rent equivalent to at least three (3) months shall entitle the **FIRST PARTY** to cancel this Agreement.

4. This Agreement shall take into effect on June 1, 2014 and shall have a duration of two (2) years or until May 31, 2016 unless sooner terminated by the **FIRST PARTY** for breach of any terms and conditions of this Agreement by written notice at least five (5) days before the intended date of termination.

5. All utility charges for water, electricity, gas, telephone, and other similar services shall be for the account of the **SECOND PARTY**, including the installation of the above-enumerated utilities.

6. The **SECOND PARTY** shall not make any improvement or alteration in the premises without the prior written consent of the **FIRST PARTY**. No business signs, paintings, or advertisements shall be installed by the **SECOND PARTY** in the leased premises or within the Quezon Memorial Circle without the written consent of the **FIRST PARTY**.

7. The **SECOND PARTY** shall maintain the leased premises in clean, sanitary, and good condition at all times and shall comply with all the applicable laws and ordinances, rules and regulations issued by the Quezon Memorial Circle Administration.

8. The **SECOND PARTY** shall keep the premises in sanitary and hygienic condition by providing garbage receptacles and trash bins, among others, to ensure that all trash are neatly stacked prior to its disposal. The **SECOND PARTY** is also responsible for the daily disposal of their own garbage.

9. The **SECOND PARTY** binds itself to hold the **FIRST PARTY** free and harmless from any claims for damage or injury sustained by any person in connection with the operation of the leased premises.

10. The **SECOND PARTY** shall not sublease the premises or transfer or assign any of its rights and interest under this Agreement to another party without the written consent of the **FIRST PARTY**.

11. The **SECOND PARTY** assumes all responsibility and liability in connection with all its employees and absolves the **FIRST PARTY**, its agents and representatives from any money claim in relation therein as provided for under the Labor Code.

12. This Memorandum of Agreement may be terminated by the **FIRST PARTY** at anytime before its expiration upon Public Demand/Public Welfare/Public Safety or Public Interest as may be determined by the **FIRST PARTY**.

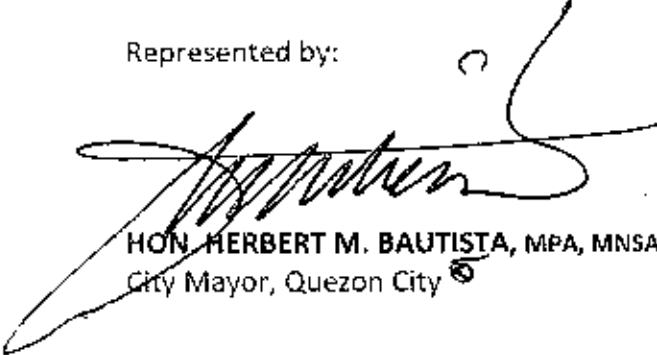
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13. This Memorandum of Agreement is subject to ratification by the City Council (*Sangguniang Panlungsod*) of Quezon City.

IN WITNESS WHEREOF, the Parties have signed their names this ____ day of _____ 2014 at Quezon City.

**QUEZON CITY
LOCAL GOVERNMENT**
First Party

Represented by:



HON. HERBERT M. BAUTISTA, MPA, MNSA
City Mayor, Quezon City

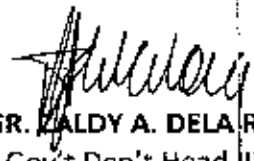
Second Party

Represented by:


ARTHUR P. FUNGLADDA
Orchids Garden Tenant

SIGNED IN THE PRESENCE OF:


TADEO M. PALMA
Secretary to the Mayor /
Administrator-Quezon Memorial Circle


ENGR. RALDY A. DELA ROSA
City Gov't Dep't Head III /
Asst. Park Administrator-QMC

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY, METRO MANILA) S.S.

ACKNOWLEDGMENT


Before me this ____ day of 22 DEC 2014 2014 at Quezon City personally appeared:

Name	Community Tax Cert. No.	Date/Place Issued:
HON. HERBERT M. BAUTISTA	00005012	Jan. 3, 2014 / Quezon City
ARTHUR P. FUNGLADDA	18464663	March 7, 2014 / San Jose City, N.E.

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and those of the entities which they herein respectively represent.

Witness my hand and seal.

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Series of 2014


ATTY. NESTOR C. FERNANDEZ
NOTARY PUBLIC
Until December 31, 2014
Lifetime ID# 105-44 6-5-1205
PTR # 0000961111-1-2-2010
Quezon City
TIN # 1204 02-000
ROLL # 000 000
MCLE # 000 700 000 000 000