



Republic of the Philippines
QUEZON CITY COUNCIL
Quezon City
19th City Council

PR19CC-1434

89th Regular Session

RESOLUTION NO. SP- **6746**, S-2016

A RESOLUTION CONFIRMING THE MEMORANDUM OF AGREEMENT (MOA) ENTERED INTO BY AND BETWEEN THE CITY MAYOR, HONORABLE HERBERT M. BAUTISTA, AND THE BILLONES DRIVING SCHOOL, FOR THE IMPLEMENTATION OF AN ORDINANCE PROVIDING FOR A SCHOLARSHIP PROGRAM FOR NON-ACADEMIC OR NON-COLLEGIATE COURSES (SP-2366, S-2014).

Introduced by Councilor GODOFREDO T. LIBAN II.

Co-Introduced by Councilors Anthony Peter D. Crisologo, Ricardo T. Belmonte, Jr., Lena Marie P. Juico, Victor V. Ferrer, Jr., Alexis R. Herrera, Precious Hipolito Castelo, Voltaire Godofredo L. Liban III, Roderick M. Paulate, Ranulfo 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, Jesus Manuel C. Santay, Marvin C. Rillo, Raquel S. Malañgen, Jessica Castelo Daza, Bayani V. Hipol, Jose A. Visaya, Julianne Alyson Rae V. Medalla, 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, Donato C. Matias and Ricardo B. Corpuz.

WHEREAS, Section 455 (b) (1) (vi) of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, states that, "The City Mayor shall represent the City in all its business transactions and sign in 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, by virtue of Ordinance No. SP-2366, S-2014 and Resolution No. SP-6184, 2-2014, the City Mayor, Honorable Herbert M. Bautista, was authorized to sign a Memorandum of Agreement (MOA) with the Billones Driving School, represented by its Proprietress, Aprilyn S. Billones for the implementation of the herein Driving School's Scholarship Program for Non-Academic or Non-Collegiate Courses for the 2014 period onwards;

WHEREAS, Billones Driving School (Service Provider) is one of the accredited Driving School in the Philippines by the Land Transportation Office (LTO);

WHEREAS, Billones Driving School has the qualification and capability to provide the driving lessons and services needed by the Quezon City Scholarship and Youth Development Program and the Quezon City Public Employment Services Office (QC SYDP/QC PESO);


WHEREAS, the objectives of the Billones Driving School is to teach the students/scholars on how to acquire basic knowledge regarding the International Traffic Code/System, practice and develop skills and knowledge of defensive courteous driving, gain deeper understanding regarding traffic and road psychology, apply the skills acquired from the curriculum in the pursuit of self-enhancement and as a career of a professional driver and learn basic Trouble Shooting.

NOW, THEREFORE,


BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN REGULAR SESSION ASSEMBLED, to confirm, as it does hereby confirm the Memorandum of Agreement (MOA) entered into by and between the City Mayor, Honorable Herbert M. Bautista, and the Billones Driving School, for the implementation of an Ordinance providing for a Scholarship Program for Non-Academic or Non-Collegiate Courses (SP-2366, S-2014).

RESOLVED, FURTHER, that the Memorandum of Agreement (MOA) entered into by and between the Quezon City Government and the Billones Driving School, be made an integral part hereof.

ADOPTED: March 7, 2016.

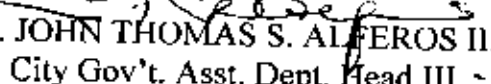

MA. JOSEFINA G. BELMONTE
Vice Mayor
Presiding Officer

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 March 7, 2016 and was CONFIRMED on March 14, 2016.


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

MEMORANDUM OF AGREEMENT

6746

MAR 13 2015

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding made and entered into this ____ day of ____ 2014 by between the:

The **QUEZON CITY GOVERNMENT**, a public corporation, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address of the Quezon City Hall, Elliptical Rd., Diliman, Quezon City herein represented by **MAYOR HERBERT M. BAUTISTA**, hereinafter referred to as the "**QC SYDP PESO**".

--and--

BILLONES DRIVING SCHOOL, with Land Transportation Office accreditation no. NCR 2014-264, with its principal address at 29 T. Gener St., Kamuning, Quezon City, herein represented by its Proprietress, **APRILYN S. BILLONES**, and hereinafter referred to as the "**Service Provider**";

QC SYDP PESO and the **SERVICE PROVIDER** are hereinafter referred to as the "**Party**" in the singular and "**Parties**" in the collective, as the context may require.

WHEREAS, this agreement sets forth the general terms and conditions governing the contractual relationship between **QC SYDP PESO** and the **Service Provider**.

WHEREAS, **QC SYDP PESO** requires the services from a Driving School that is accredited by the Land Transportation Office which provides driving lessons and services.

WHEREAS, **Billones Driving School** the herein **Service Provider** has the qualification and capability to provide the driving lessons and services needed by **QC SYDP PESO**.

NOW, THEREFORE, in consideration of the covenants herein set forth, the Parties mutually agree as follows:

1. Services

1.1 Description of Services

Billones Driving School, the **Service Provider** will provide driving lessons and hands on driving to the scholars of **QC SYDP PESO**. The curriculum aims to equip students/scholars with skills and confidence needed to pass the stringent licensing of the Land Transportation Office (LTO).

1.2 Objectives of Services

At the end of the course, the students/scholars should be able to:

- a. Acquire basic knowledge regarding the International Traffic code/system.
- b. Practice and develop skills and knowledge of defensive courteous driving.
- c. Gain deeper understanding regarding traffic and road psychology.
- d. Apply the skills and knowledge acquired from the curriculum in the pursuit of self-enhancement and as a career of a profession driver.
- e. Learn Basic Trouble Shooting.


HERBERT M. BAUTISTA MPA MNSA
 Quezon City Mayor

1.3 Outline of Service

- a. Introduction and expectation setting;
- b. Traffic system both local and international;
- c. Introduction to Philippines Road Traffic System;
- d. Hands on Driving;
- e. Assistance in the procurement of student driver's permit and regular non-professional driver's license.

2. Terms

The initial term of this Agreement will commence upon signing of this document and will continue until December 31, 2016 unless terminated in accordance with the provisions of this Agreement. However, **QC SYDP PESO** in its sole discretion may extend the term of Agreement for a further period on prior notice in writing to the **Service Provider**.

3. Payment

QC SYDP PESO will pay the **Service Provider** in accordance with the following rate:

- Php 10,000.00 tuition fee per student/scholar for 10 days training course (10 hours)

3.1 Terms of Payment

- Billing notice shall be given to **QC SYDP PESO** one week after the start of each new class and shall be collected within 15 days from the date of receipt of the invoice.
- Payment shall fall due without need of any further demand.

4. Obligation of the Service Provider

4.1 **Service Provider** shall ensure that its personnel, employees, representatives and agents engaged in the performance of the service under this Agreement shall strictly observe the rules and regulations of **QC SYDP PESO** relating to cleanliness, safety, discipline and at all times comply with the code of conduct and business ethics, rules and regulations that may from time to time be adopted by **QC SYDP PESO**.

4.2 **Service Provider** shall efficiently facilitate/assist in the recruitment of the **QC SYDP PESO** students/scholars.

5. Warrants of the Service Provider

5.1 **Service Provider** further warrants that, the services shall be in accordance with the services forming part of this Agreement.

The **Service Provider** shall ensure observance and compliance to all applicable laws and standards of business ethics, honest business practice and shall ensure that the **Service Provider's** and/or a sub contractor's officer's employees, representatives and agents shall not act, and shall refrain from acting, in any manner that could materially harm or tarnish the reputation of **QC SYDP PESO** or the good will of **QC SYDP PESO**.

5.2 The **Service Provider** hereby represents and warrants that it has and shall maintain all applicable permissions, licenses, authorizations, permits, etc. including any amendments that may be required by **QC SYDP PESO** to provide the Services pursuant to the Agreement.


HERBERT M BAUTISTA MPA MNSA
Quezon City Mayor

6. Regulatory Compliance

6.1 The **Service Provider** shall at all times, be solely responsible for complying and shall ensure compliance to all applicable laws, rules and regulations and connection with the Services, including but not limited to the labor laws, laws relating to the safety of persons, property and laws related to the provisions of the services.

7. Investigation and Inspection

7.1 The **QC SYDP PESO** or its authorized representative in his own initiative or upon complaint of any interested person shall investigate and inspect any violation of the Agreement and all applicable laws, rules and regulations in connection with the services.

8. Termination

QC SYDP PESO may on breach of any Section in the Agreement by the Service Provider, shall immediately terminate the Agreement by written notice to Service Provider.

9. Force Majeure:

A Party shall not be deemed to have committed a breach hereof if the said Party has been prevented, by an event or circumstances, that adversely and materially affects, prevents or delays the performance of its obligations, but only if and to the extent that such events and circumstances are "Acts of God", subject to the Party in writing of the existence and nature of such Force Majeure and of the steps being undertaken by it to mitigate the effects of the same.

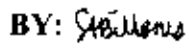
The law on obligations and contracts under civil code of the Philippines shall be supplementary applied to this agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this document this
MAR 13 2013 at the Quezon City, Philippines.

QC SYDP PESO

BILLONES DRIVING SCHOOL.

BY: 
HERBERT M. BAUTISTA, MPA, MNSA
City Mayor

BY: 
APRILYN S. BILLONES
Proprietress
TTN No: 446-724-493-000

Signed in the Presence of:


ALDRIN C. CUNA, MNSA
City Administrator


ROGELIO REYES
SYDR-Program Head

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City, Metro Manila) S.S

MAR 13 2015

I, **JOSE ME**, a Notary Public for and Quezon City, Metro Manila, Philippines, this
____ day of _____ personally appeared the following:

Name	Passport/I.D/License No.	Date/Place Issued
HERBERT M. BAUTISTA	EB0309477	June 2, 2010/Manila
APRILYN S. BILLORES	EB3829117	Oct. 10, 2011/Manila

Know to be the same persons who executed the foregoing instrument and they
acknowledge to me that the same is free and voluntarily act and deed the entities they represent.

This Memorandum of Agreement consist of four (4) pages, including the page on which
the acknowledgements is written has been signed by the parties and their instrumental witness on
each and every page thereof.

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

Doc No. 366
Page No. 34
Book No. 10
Series of 2014

GODOFREDO T. LIBAN II
NOTARY PUBLIC
UNTIL DECEMBER 31 2016
PTR No 0561793 Jan 6 2015 QC
IBP No 967408 Dec 12 2014 QC
ROLL No 295257 May 14 1979
MOLE Compliance-IV-0022949
2nd Flr. Legislative Wing
Quezon City Hall, Diliman
Quezon City