



**PAMAHALAANG LUNGSOD NG MUNTINLUPA
KALAKHANG MAYNILA**



Sangguniang Panglungsod

RESOLUTION NO. 09-296

A RESOLUTION AUTHORIZING THE HON. CITY MAYOR ALDRIN L. SAN PEDRO IN BEHALF OF THE CITY GOVERNMENT OF MUNTINLUPA TO ENTER AND EXECUTE THE CONTRACT OF LEASE WITH HOLY INFANT ACADEMY REPRESENTED BY ITS DIRECTRESS MS. SALLY P. OLIVAR ON A THREE STOREY BUILDING WITH NINE ROOMS TO BE USED AS TEMPORARY FACILITY FOR HIGH SCHOOL STUDENT.

- Sponsored by: **Hon. Coun. Atty. Icasiano M. dela Rea**
 Co-sponsored by: **Hon. Coun. Allen F. Ampaya**
Hon. Coun. Allan Rey A. Camilon
Hon. Coun. Ma. Luisa Babaran-Echavez, MD
Hon. Coun. Margarita Amythyst Patdu-Labios, MD
Hon. Coun. Melchor R. Teves
Hon. Coun. Ermie S. Espeleta
Hon. Coun. Marita Deang-Calalang, DMD
Hon. Coun. Joselito V. Arevalo
Hon. Coun. Francis Ian T. Bagatsing
Hon. Coun. Luvi P. Constantino
Hon. Coun. Engr. Marissa Cole-Rongavilla
Hon. Coun. Engr. Mamerto T. Sevilla, Jr.
Hon. Coun. Vergel C. Ulanday
Hon. Coun. Robert A. Abas
Hon. Coun. Atty. Rey E. Bulay
Hon. Coun. Dann Henry G. Teves

WHEREAS, Section 22 (c) of the Local Government Code of 1991, provides that, *"unless otherwise provided in this Code, no contract may be entered into by the Local Chief Executive in behalf of the local government unit without prior authorization by the Sanggunian concerned"*;

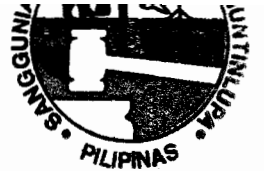
WHEREAS, Article 99, 2(v) of the Rules and Regulations Implementing the Local Government Code of 1991, states that, *"the Sanggunian Panlungsod shall authorize the City Mayor to lease to private parties such public buildings held in a propriety capacity subject to existing laws, rules and regulations."*;

WHEREAS, the New Bilibid Prison Property in Muntinlupa City now serves as home for thousands of urban settlers and families given housing privileges in the Southville Relocation Site this are the families affected by the Rail Linkage Project in Muntinlupa with children regularly attending schools likewise being affected by their transfer;

WHEREAS, the Holy Infant Academy is the absolute and registered owner of a three storey school building consisting of nine rooms situated at Victoria Homes, Tunasan, Muntinlupa City;



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WHEREAS, the City Government has offered to lease from the Holy Infant Academy the aforesaid property to use as temporary facility for high school students coming from families, affected by the Rail Linkage Project in Muntinlupa City and the Holy Infant Academy has agreed to lease the same unto and in favor of the City Government;

WHEREAS, the Lease Agreement shall be for a period of six (6) months, from June 1, 2009 to December 1, 2009 renewable every month on such terms and conditions as may be mutually agreed upon, provided, that the desire to renew must be communicated by the City Government to the Holy Infant Academy within ten (10) days;

WHEREAS, the amount of rental on the Leased Premises shall be One Hundred Thousand Pesos (Php100,000.00) monthly, exclusive of VAT, to be paid in full;

WHEREAS, upon signing and execution of the Lease Agreement, the City Government shall pay the amount of One Hundred Thousand Pesos (Php100,000.00) as and by way of one (1) month **advance deposit**; and the amount of One Hundred Thousand Pesos (Ph100,000.00) as and by way of one (1) month **security deposit** to the Holy Infant Academy;

WHEREAS, all expenses for electric, telephone and other facilities that may be used by the City Government in the leased premises shall be for its sole account;

WHEREAS, the lease premises shall be used exclusively by the City Government as school facility for high school students mentioned above as originally represented to the Holy Infant Academy, and the City Government shall not divert the use of the lease premises to any other use or uses without the written consent of the Holy Infant Academy;

WHEREAS, the Contract of Lease of the City Government and the Holy Infant Academy is hereto attached and shall be made an integral part of this resolution;

WHEREAS, there is an available fund for the said purpose under the 2009 School Board Fund;

NOW THEREFORE, BE IT RESOLVED, AS IT IS HEREBY RESOLVED, by 5th Sangguniang Panlungsod of Muntinlupa to authorize the Hon. City Mayor Aldrin L. San Pedro in behalf of the City Government of Muntinlupa to enter and execute the Contract of Lease with Holy Infant Academy represented by its Directress Ms. Sally P. Olivar to be used as temporary facility for high school student.

Monsieur...

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APPROVED, by the 5th Sangguniang Panlungsod this 8th day of June, 2009, on its 80th Regular Session.

CONCURRED:

DISTRICT I:


COUN. ALLEN F. AMPAYA
Member


COUN. ALLAN REY A. CAMILON
Member


COUN. MA. LUISA BABARAN-ECHAVEZ, MD
Member


COUN. MARGARITA AMYTHYST PATDU-LABIOS, MD
Member


COUN. MELCHOR R. TEVES
Member


COUN. ATTY. ICASIANO M. DELA REA
Member

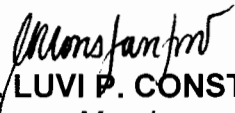

COUN. ERMIE S. ESPELETA
Member


COUN. MARITA DEANG CALALANG, DMD
Member

DISTRICT II:


COUN. FRANCIS IAN T. BAGATSING
Member


COUN. JOSELITO V. AREVALO
Member


COUN. LUVI P. CONSTANTINO
Member



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COUN. ENGR. MARISSA COLE-RONGAVILLA
Member


COUN. ENGR. MAMERTO T. SEVILLA, JR.
Member


COUN. VERGEL C. ULANDAY
Member

COUN. ROBERT A. ABAS
Member

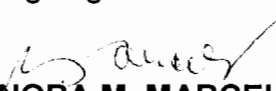

COUN. ATTY. REY E. BULAY
Member

COUN. DANN HENRY G. TEVES
Sectoral Representative
President
Federation of Sangguniang Kabataan

ABSENT:

COUN. RENATO R. SO
Sectoral Representative
President
Association of Barangay Captains

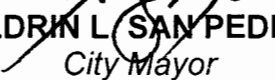
I HEREBY CERTIFY, as to the correctness of the foregoing Resolution.


LEONORA M. MARCELO
Legislative Staff Officer IV

ATTESTED:


ARTEMIO A. SIMUNDAC
City Vice-Mayor/Presiding Officer

APPROVED:


ALDRIN L. SAN PEDRO
City Mayor

Date: _____


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CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This **AGREEMENT** made, executed and entered into this ____ day of _____, 2009 in the City of Muntinlupa, Philippines, by and between:

- **HOLY INFANT ACADEMY**, with office address at Victoria Homes, Tunasan, Muntinlupa City as represented herein by its Directress by virtue of Board Resolution No. ____, Series of 2009, **MS. SALLY P. OLIVAR**, hereinafter referred to as the "**LESSOR**";

-and-

CITY GOVERNMENT OF MUNTINLUPA, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at the 2nd Floor, City Hall Building, National Road, Putatan, Muntinlupa City, represented herein by its Chief Executive by virtue of *Sangguniang Panlungsod* Resolution No. ____, Series of 2009, the **Honorable ALDRIN L. SAN PEDRO**, hereinafter referred to as the "**LESSEE**";

WITNESSETH:

WHEREAS, the **LESSOR** is the absolute and registered owner of a school building, a real property situated at Victoria Homes, Tunasan, City of Muntinlupa with an area of _____ **SQUARE METERS** under Transfer Certificate Title (TCT) No. _____ of the Register of Deeds for Muntinlupa City.

WHEREAS, the **LESSEE** has offered to lease from the **LESSOR** the aforesaid property to use a temporary facility for high school students coming from families affected by the Rail Linkage Project in Muntinlupa City and the **LESSOR** has agreed to lease the same unto and in favor of the **LESSEE**;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenant herein contained, the **LESSOR** have leased and by these presents hereby **LET AND LEASES** unto and favor of the **LESSEE** the aforementioned real property subject to the following terms and conditions:

I. **TERM** : This Lease Agreement shall be for a period of six (6) months, from June 1, 2009 to December 1, 2009 renewable every month on such terms and conditions as may be mutually agreed upon provided, that the desire to renew must be communicated by the **LESSEE** to the **LESSOR** within 10 days.

II. **RENTAL** : The amount of rental on the Leased Premises shall be **ONE HUNDRED THOUSAND (Php100,000.00) PESOS** monthly, exclusive of VAT, to be paid in full.

III. **DEPOSIT** : Upon signing and execution of this Agreement, the **LESSEE** shall pay the amount of Php 100,000.00 as and by way of one (1) month advance deposit; and the amount of Php 100,000.00 as and by way of one (1) month security deposit to the **LESSOR**.

It is agreed and understood that the amount representing one (1) month advance deposit shall be applied to the first month of rent beginning June 1, 2009. Herein parties further agreed that the amount representing security deposit shall remain with the **LESSOR** until the expiration of this agreement and shall be used solely for the purpose of answering for unpaid bills for the utilities used by the **LESSEE**, such as, but not limited to, telephone, water or electricity and/or for the cleaning, repair and/or repainting of

the Leased Premises at the expiration of the lease in order that the Leased Premises may be restored into its original tenable form and condition.

Upon the expiration of this Agreement, the **LESSOR** shall return to the **LESSEE** the aforementioned security deposit, without interest, less the amounts duly proven to be due to any unpaid utility bills, clearing and restoration expense.

In no case shall the security deposit be applied to unpaid rentals as they fall due.

Pre-termination of this Agreement by the **LESSEE** shall cause the automatic forfeiture of the security deposit in favor of the **LESSOR**, unless such pre-termination is due to fortuitous event (other than business reverses), in which case the **LESSOR** agrees to return such security deposit to the **LESSEE**.

IV. USE OF LEASED PREMISES : The Leased Premises shall be used exclusively by the **LESSEE** as school facility for high school students mentioned above as originally represented to the **LESSOR** and the **LESSEE** shall not divert the use of the leased premises to any other use or uses without the written consent of the **LESSOR**. If at any time during the term of this contract, the leased premises are used for any other purpose or purposes without the prior written consent of the **LESSOR**, the latter has the sole option to: (a) rescind this contract, or (b) increase the amount of rental, or (c) compel the **LESSEE** to stop the new activities.

The **LESSEE** must observe and comply with all laws, rules and regulations of the lawful authorities concerning the conduct of his business and shall hold the **LESSOR** free and harmless from any action, suit, damages, expenses or liabilities on account of and/or by reason of any violation of the above-mentioned laws, rules and regulation without prejudice to the right of the **LESSOR** to terminate/cancel this agreement in accordance with the provisions herein contained.

The **LESSEE** shall keep the leased premises clean and in sanitary, tenable order and condition at all time and shall observe all existing rules, regulations, laws and ordinances on the matter.

The **LESSEE** shall not keep deposit or store in the leased premises any anxious substance or flammable materials or such substances that might be dangerous to health and/or may constitute a fire hazard.

The **LESSEE** hereby grants unto the **LESSOR** or its representatives the right to enter and inspect the leased premises at any reasonable time of day or night.

UTILITIES, FEES & DUES : All electricity, telephone and other facilities that may be used by the **LESSEE** in the Leased Premises shall be for its sole account.

V. IMPROVEMENT : The **LESSEE** is allowed to introduce any structure or improvement on the leased premises only with prior written consent of the **LESSOR**. Any and all structures or improvements made or introduced on the leased premises shall, upon the termination of this agreement, automatically inure to the benefit and become the property of the **LESSOR** without any obligation on the part of the latter to pay or refund its values or cost to the **LESSEE**.

The **LESSEE** may, however, remove from the leased premises any equipment, machinery, furniture and/or other movable structures during and/or upon the expiration of the term of this Agreement or any extension hereof. Provided, however, that such removal may not cause damage or injury to the leased premises.

VI. INSURANCE: The **LESSEE** shall be responsible for securing fire and hazard insurance over the leased premises until the expiration of this agreement.

VII. WARRANTIES : The **LESSOR** warrants the **LESSEE** the peaceful and undisturbed possession and enjoyment of the Leased Premises during the entire term of the lease.

The **LESSEE** shall not commit or allow the commission of any unlawful improper and/or offensive use of the premises. Further, the **LESSEE** shall not keep, store or deposit any materials or substance

neither prohibited by and/or contrary to existing laws or ordinances on the matter nor shall use the leased premises for illegal or immoral purpose.

The **LESSEE** shall hold the **LESSOR** free and harmless from any damages or liabilities to any persons, property or government authority arising out or as a consequence of the use of the leased premises by the **LESSEE**, its heirs, employees, students, guests or any other persons claiming right over it.

At the end of this Agreement, the **LESSEE** shall promptly and peacefully turnover the leased premises to the **LESSOR** in good and tenable order and condition as when received.

In case the Leased Premises is deserted or vacated before the expiration or early termination hereof, the **LESSOR** is hereby granted the right to enter the same either by force or otherwise, without being liable to any civil or criminal action.

VIII. DAMAGES : The **LESSOR** shall not be liable to the **LESSEE** for any damage, injury or loss caused by fire or by water or any other causes that the **LESSEE** may suffer at any time during the term of this Agreement. Any disturbances or discontinuance of the **LESSEE's** possession of the Leased Premises by reason or causes beyond the control of the **LESSOR** shall confer no right of any kind to the **LESSEE** as against the **LESSOR**.

IX. REPAIRS AND OTHER EXPENSES : The **LESSEE** hereby acknowledged that the Leased Premises is in good tenable condition and agrees to keep the same as such. Throughout the term of this Agreement or its extensions, the **LESSEE** shall bear such expenses for repairs necessary in order to maintain the leased premises in good state of tenable condition.

IN WITNESS WHEREOF, parties have hereunto set their hands on this ____ day of _____ in the City of Muntinlupa.

HOLY INFANT ACADEMY
Lessor

CITY GOVERNMENT OF MUNTINLUPA
Lessee

Represented by:

Represented by:

MS. SALLY P. OLIVAR
Directress

Hon. ALDRIN L. SAN PEDRO
City Mayor

SIGNED IN THE PRESENCE OF:

Witness

Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MUNTINLUPA) Ss.

BEFORE ME, this ____ day of _____ in the City of Muntinlupa,
personally appeared:

N a m e

C.T. Cert. Nos.

Date/Place Issued

MS. SALLY P. OLIVAR

ALDRIN L. SAN PEDRO

Known to me and to me known to be the same persons and acknowledged to me that the same is their own
voluntary act and deed.

WITNESS MY HAND AND SEAL

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2009.