



*Office of the Sangguniang Panlungsod*

**DISTRICT I**

**CITY RESOLUTION NO. 2023-213**  
**Series of 2023**

HON. CATHERINE SARINO-EVARISTO  
Acting City Vice Mayor

HON. MICHAEL E. SOLIS  
City Councilor

HON. ADRIELITO G. GAWARAN  
City Councilor

HON. VICTORIO L. GUERRERO, JR.  
City Councilor

HON. ALEJANDRO F. GUTIERREZ  
City Councilor

HON. LEVY M. TELA  
City Councilor

**DISTRICT II**

HON. ROBERTO L. ADVINCULA  
City Councilor

HON. REYNALDO D. PALABRICA  
City Councilor

HON. REYNALDO M. EABLAN  
City Councilor

HON. ROGELIO M. NOLASCO  
City Councilor

HON. ALDE JOSÉLITO F. PAGULAYAN  
City Councilor

HON. SIMPLICIO G. DOMINGUEZ  
City Councilor

HON. RAMON N. BAUTISTA  
Liga ng mga Barangay President

Official Business

HON. MAC RAVEN ESPIRITU  
SK Federation President

Attested by:

ATTY. KHALID A. ADEGA, JR.  
Sangguniang Panlungsod Secretary

Certified by:

HON. CATHERINE SARINO-EVARISTO  
Acting City Vice Mayor

Noted by:

HON. ROWENA BAUTISTA MENDIOLA  
Acting City Mayor

**A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH THE CITY ADVERTISING VENTURES CORPORATION FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR FOR THE IMPLEMENTATION OF THE OUT-OF-HOME MEDIA COMMUNICATIONS TO INCREASE ADMINISTRATIVE EFFICIENCY.**

Sponsored by:

**Hon. Rogelio Nolasco**

Co-Sponsored by:

**Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero, Jr., Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, and Hon. Levy M. Tela.**

**WHEREAS**, the Office of the City Mayor sent a letter requesting the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to sign a Memorandum of Agreement with the City Advertising Ventures Corporation to utilize information and marketing communication to increase administrative efficiency and to provide competitive quality of government services for Bacooreños.

**WHEREAS**, the City Government of Bacoor owns lamp posts, footbridges, waiting sheds and other properties/spaces within the City of Bacoor which serve as tools to generate additional revenue to the city as advertising media by way of display of advertising paraphernalia.

**WHEREAS**, the City Advertising Ventures Corporation will undertake the task of marketing of advertising spaces within the City of Bacoor to prospective clients/advertisers on behalf of the city government.

**WHEREAS**, a copy of the said draft Memorandum of Agreement to be entered into by the City Government of Bacoor with City Advertising Ventures Corporation was submitted to the Sangguniang Panlungsod for review and consideration. The proposed MOA is incorporated hereto and will be made an integral part of this Resolution.



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Attested by:

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Sangguniang Panlungsod Secretary

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Acting City Vice Mayor

Noted by:

HON. ROWENA BAUTISTA MENDIOLA  
Acting City Mayor

Nolasco duly seconded by the rest of the council in regular session duly assembled **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with the City Advertising Ventures Corporation for and on behalf of the City Government of Bacoor for the implementation of the out-of-home media communications to increase administrative efficiency.

**RESOLVED LASTLY**, to furnish the Office of the City Mayor, the City Advertising Corporation, the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

**APPROVED** this 13<sup>th</sup> day of March 2023 at the City of Bacoor during the regular session of the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor.

*I hereby certify that the foregoing Resolution was duly passed in accordance with law and that its contents are true and correct.*

Certified by:

HON. CATHERINE SARINO-EVARISTO  
Acting City Vice Mayor/Acting Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA  
Acting City Mayor

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This *Memorandum of Agreement* ("*Agreement*") is entered into by and between:

**BACOR CITY GOVERNMENT**, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at The City of Bacoor Government Center, Molino Boulevard, Barangay San Nicolas II, Bacoor City Philippines, duly represented herein by its City Mayor, **HON. STRIKE B. REVILLA**, hereinafter referred to as the **FIRST PARTY**:

-and-

**CITY ADVERTISING VENTURES CORPORATION**, a company organized and existing pursuant to the laws of the Republic of the Philippines, with business address at 6th and 7th floor MG Tower, #75 Shaw Boulevard, Daang Bakal, Mandaluyong City, Metro Manila, duly represented herein by its President, **HOSPICIO G. NERI, JR.**, hereinafter referred to as the **SECOND PARTY**;

### WITNESSETH: That

**WHEREAS**, the **FIRST PARTY** owns lamp posts, footbridges, waiting sheds and other properties/spaces within Bacoor City which can serve as tools to generate additional revenue to the city as advertising media by way of display of advertising paraphernalia;

**WHEREAS**, on \_\_\_\_\_, the **SECOND PARTY** submitted a letter of intent to the Office of the City Mayor to undertake the task of marketing of advertising spaces within the City of Bacoor to prospective clients/advertisers;

**WHEREAS**, on \_\_\_\_\_, the City Mayor requested the City Council the authority to enter into and sign a memorandum of agreement with the **SECOND PARTY**.

**WHEREAS**, on \_\_\_\_\_, the City Council approved *Resolution No. \_\_\_\_*, A Resolution Authorizing the City Mayor, Honorable Strike B. Revilla, to enter into a Memorandum of Agreement with City Advertising Ventures Corporation, represented by its President, Hospicio G. Neri, Jr., for the Lease of City Owned Properties for Advertisements;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto have agreed and stipulated as follows:

#### 1. OBLIGATIONS OF THE FIRST PARTY

- 1.1. The **FIRST PARTY** hereby designates the **SECOND PARTY** as LESSEE of various advertising mediums/structures in all primary, secondary and tertiary roads like **LAMPPOST/POST BANNERS**,

**DIRECTIONAL SIGNAGES, WAITING SHED SIGNAGES, LED BOARDS, MINI-BILLBOARDS, PEDESTRIAN OVERPASS SIGNAGES, WALL BILLBOARDS, LIGHBOXES, BACK LIT ADS, HOLLYWOOD/BUILD-UP ADS, AND VEHICULAR BRIDGEWAY SIGNAGES** for advertising purposes within the territorial jurisdiction and owned by the **FIRST PARTY**.

- 1.2. The **FIRST PARTY** hereby authorizes the **SECOND PARTY** to remove or dismantle all advertising paraphernalia posted by unauthorized parties.

## **2. OBLIGATIONS OF THE SECOND PARTY**

- 2.1. The **SECOND PARTY**, shall be responsible for the production, installation and maintenance of all advertising media covered by this *Agreement* at no cost to the **FIRST PARTY**. Electrical consumption of these advertising paraphernalia shall be for the account of the **SECOND PARTY**.
- 2.2. The **SECOND PARTY** shall secure the required business permit/s and clearance/s and pay the necessary fees as required by the Revenue Code of Bacoor City, and thus, all precautionary measures and regulations pertaining to cleanliness, orderliness, beautification, peace and order and public safety shall likewise be strictly observed.
- 2.3. The **SECOND PARTY** shall coordinate with the office of the City Engineer prior to construction, installation, maintenance and dismantling of the various advertising materials to avoid the same being taken down and to prevent further inconvenience.
- 2.4. THE **SECOND PARTY** shall install and maintain **WAITING SHEDS** with WiFi and **LED BOARDS** in selected locations within the City of Bacoor to provide shelter to the commuting public, internet access and assist the City in its public information dissemination campaigns. In exchange, the **FIRST PARTY** shall allow the **SECOND PARTY** to install/air advertisements in these structures to help recoup the **SECOND PARTY**'s investment.
- 2.5. The **SECOND PARTY** is prohibited to display, install or advertise paraphernalia that do not conform to the moral, legal and ethical standards established by the advertising industry as well as policies of the **FIRST PARTY**.
- 2.6. The **SECOND PARTY** has the right to replace any or all authorized advertisements or paraphernalia. Provided, that costs of the replacements, as well as any other incidental expenses related thereto, shall be for the account of the **SECOND PARTY**. The **FIRST PARTY** shall answer for and hold the **SECOND PARTY** free and harmless from any liability, including but not limited to claims from third parties, arising from the replacement of all authorized advertisements or paraphernalia pursuant to this *Agreement*.

### 3. FORCE MAJEURE

Force Majeure Event shall occur if either party is unable to perform any of its obligations for any reason beyond its control, such as but not limited to: national emergencies, wars, hostilities, insurrections, civil commotions or rebellion, or apprehension or imminence of war (whether declared or not), blockade, hijacking, Acts of God, actions of any government or governmental authority, fire, flood, shortages of labor and materials, extraordinary contraction recession, epidemics and pandemic.

Should a Force Majeure Event make it impossible for either Party to perform its obligations under this *Agreement*, the Parties' respective obligations, including the payment of the fees for the use of the lamp posts, shall be suspended only for the duration of said Force Majeure Event.

The **SECOND PARTY** shall provide written notice within seven (7) working days from the occurrence of the Force Majeure Event to the **FIRST PARTY** stating the location and duration of said Force Majeure Event.

### 4. TERMINATION

4.1. Except as otherwise provided above, either Party may terminate this *Agreement*, subject to sixty days (60) days prior written notice, upon violation or non-compliance of obligations and/or the terms and conditions herein, including.

- a) False representation of warranty;
- b) Where a Party becomes voluntarily or involuntarily the subject of reorganization or liquidation proceedings under any bankruptcy or insolvency law, or other law or procedure for the relief of the financially distressed debtors, or is unable to, or admit in writing, its inability to pay its debts when due as they mature, or becomes insolvent or takes or suffers any action for its liquidation or dissolution, or has a receiver or liquidator appointed for all or a substantial part of its assets and in the event any such occurrence is involuntary, the action or proceeding against either Party remains pending for a period of thirty (30) business days; and
- c) Any other acts which compromise the mutual trust relationship of the Parties.

4.2. In case of breach or violation of this *Agreement* pursuant to *Clause 4.1* above, either Party is given at least sixty (60) days from receipt of the other Party's prior written notice to remedy the breach or violation. Only in case of failure to remedy the breach or violation of the *Agreement* within the foregoing before shall the *Agreement* be deemed terminated.

This *Agreement* shall take effect for a period of two (2) Years from execution of this MOA, subject to renewal upon mutual agreement of both Parties. The Parties shall negotiate with each other in good faith with respect to any extension of the term of this *Agreement* but not later than two (2) months prior to the expiration of the term. The **FIRST PARTY** grants the **SECOND PARTY** the right of first refusal and the right to match any bids by any **THIRD PARTY** concerning the subject matter of this *Agreement*.

IN WITNESS WHEREOF, the Parties have hereunto set their hands to this *Agreement* this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BACOR CITY GOVERNMENT**

**CITY ADVERTISING VENTURES  
CORPORATION**

By:

By:

**HON. STRIKE B. REVILLA**  
City Mayor

**HOSPICIO G. NERI JR.**  
President

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_, this  
\_\_\_\_ day of \_\_\_\_\_, personally appeared the following:

Name

Valid Identification

Date/Place Issued

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is free and voluntary act and deed.

This instrument refers to Memorandum of Agreement, consisting of \_\_ ( ) pages including this page whereon this acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page thereof and sealed by my notarial seal.

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

Doc. No. \_\_\_\_\_;

Page No. \_\_\_\_\_;

Book No. \_\_\_\_\_;

Series of 2023.