



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-239
Series of 2023

DISTRICT I

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 / President Pro-Tempore

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

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

Certified by:

HON. REYNALDO D. PALABRICA
City Councilor/President Pro-Tempore

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOR, AND TALABA ELEMENTARY SCHOOL FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR PERTAINING TO THE USE OF SCHOOL'S FACILITIES FOR PROGRAM AND PROJECTS OF THE CITY OF BACOR.

Sponsored By:

Hon. Victorio L. Guerrero, Jr.

Co-Sponsored By:

Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, on 20 April 2023, the Office of the City Administrator formally requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor Hon. Strike B. Revilla to sign a Memorandum of Agreement (MOA) among the City Government of Bacoor, the Department of Education, City Schools Division of Bacoor, and Talaba Elementary School regarding the use of school's facilities such as parking area for the specific period of **6:00PM to 3:00 AM** for the customers of Night Market along Evangelista St. at Barangays Talaba IV and Talaba V, Bacoor City, Cavite and for other activities/programs to be implemented by the city government.

WHEREAS, the DepEd Bacoor is supporting the city government's programs like the "**Strike Sa Negosyo Night Market**" wherein the open space of Talaba Elementary School will be used for temporary public parking area for the customers of the night market as well as the multi- purpose hall for in-door activities of the city government.

WHEREAS, the school through its Principal will allow the use of open facilities for parking area to accommodate the customers of night market and the use of its other facilities for the activities and programs to be launched by the city government.

WHEREAS, the Sangguniang Panlungsod reviewed the said Agreement and found the terms and conditions thereof to be advantageous to the City Government of Bacoor. A copy of



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HON. RAMON N. BAUTISTA

Liga ng mga Barangay President

HON. MACRAVEN ESPIRITU

SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA

City Councillor/President Pro-Tempore

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA

Acting City Mayor

the said proposed MOA is attached hereto and made an integral part hereof.

NOW THEREFORE, upon motion of Hon. Victorio L. Guerrero, Jr. unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with the Department of Education (DepEd), City Schools Division of Bacoor and Talaba Elementary School for and on behalf of the City Government of Bacoor for the use of school's facilities such as parking areas for the customers of Night Market and for other activities /programs to be implemented by the city government.

RESOLVED LASTLY, to furnish copies of this Resolution to the Office of the City Mayor, Dep Ed, City Schools Division of Bacoor, the Principal of Talaba Elem. School, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and to other government agencies concerned.

APPROVED this 24th day of April 2023 by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was duly approved in accordance with law.

Certified by:

HON. REYNALDO D. PALABRICA

City Councillor/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 (the "Agreement") is made and entered into this _____ day of _____ 20____ (the "Effective Date") in Bacoor City, Province of Cavite, by and among:

The **CITY GOVERNMENT OF BACOOR**, a local government unit created and existing under the laws of the Republic of the Philippines, with principal office and postal address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____, Series of _____, approved _____ of the City Council of Bacoor City, Cavite, and hereinafter referred to as the "**LGU BACOOR**"

The **DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOOR**, a government entity directly attached to the Department of Education, with principal office and postal address at DepEd Building, Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its OIC-Schools Division Superintendent, **Dr. BABYLYN M. PAMBID CESO V**, and hereinafter referred to as "**DEPED BACOOR**"

and

TALABA ELEMENTARY SCHOOL, a local elementary school in the City of Bacoor, Province of Cavite under the Department of Education, located at Emilio Aguinaldo Highway, Barangay Talaba Dos, Bacoor City, Cavite, represented herein by its School Principal, **Ms. RHODORA SACRAMENTO**, and hereinafter referred to as the "**SCHOOL**"

The term "Party" shall mean LGU BACOOR, DEPED BACOOR or the SCHOOL, if applicable, while the term "Parties" shall mean LGU BACOOR, DEPED BACOOR and the SCHOOL, collectively.

WITNESSETH:

WHEREAS, the LGU BACOOR is in need of an open space facilities, such as a public parking area, to be utilized as parking lots for customers of the night market;

WHEREAS, DEPED BACOOR is intimated its intention to LGU BACOOR for the use of the SCHOOL as a temporary public parking area to accommodate customers of the night market;

WHEREAS, the SCHOOL, through its School Principal, is allowing the LGU BACOOR for the usage of its open space facilities to be utilized as temporary parking area, and of other needed facilities for the benefit of the customers (the "Project");

WHEREAS, the Parties are willing to enter into this Agreement subject to the terms and conditions herein;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the Parties hereby agree as follows:

I. GENERAL PROVISIONS.

A. OBLIGATIONS OF THE LGU BACCOOR

1. LGU BACCOOR shall station parking attendants and security personnel to ensure that the facilities of the SCHOOL shall be preserved.
2. LGU BACCOOR shall maintain the cleanliness and sanitation of the school facility for the entire duration of the night market each day.
3. LGU BACCOOR shall shoulder the repairs in case of damage to the facility of the SCHOOL due to the temporary use as a parking facility during the operation of the night market.
4. LGU BACCOOR guarantees that the open space facility of the SCHOOL will be used solely and exclusively as temporary parking space to accommodate customers of the night market.
5. In consideration of the use of SCHOOL premises, the LGU BACCOOR undertakes to appropriate funds and introduce repair and maintenance works of the open space facilities and the Mayor Arsenio Castillo Hall Multi-Purpose Hall, consistent with the provisions of normal usage.

B. OBLIGATIONS OF DEPED BACCOOR

1. DEPED BACCOOR shall oversee that the Project will be used solely to accommodate the customers of the night market.

C. OBLIGATIONS OF THE SCHOOL

1. The SCHOOL shall allow the temporary use of its open space facilities as parking area for the specific period of **6:00 PM – 3:00 AM** to serve the customers of the night market being facilitated by the LGU BACCOOR.
2. The SCHOOL allows the use of the Mayor Arsenio Castillo Multi-Purpose Hall for the indoor activities of the LGU BACCOOR, subject to prior communication and available schedules.
3. The SCHOOL, its officers, and employees, shall be in no way whatsoever be liable to LGU BACCOOR or to any third person for damages or cause of action arising from this MOA and for the use of the facilities of the former, except in cases of fraud or gross negligence;

II. REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents:

- A. It has the full right, power and authority to enter into this Agreement, to undertake the transactions contemplated herein;

B. Each Party will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

III. **TERM AND TERMINATION.** Unless otherwise terminated as provided herein, this Agreement shall be effective and shall remain in force from the Effective Date or until the cessation of the Night Market Project.

Either Party may terminate this Agreement without cause by written notice to the other party at least thirty (30) days prior to the intended date of termination. Pre-termination by either Party under this section shall be based only on valid and equitable grounds.

If either party commits a material breach under this Agreement, or commits a material breach of any other terms and conditions of this Agreement or Annex/es, or unjustifiable refusal or fails to perform any of its obligations under this Agreement, the aggrieved party may terminate this Agreement (i) effective immediately, if the breach cannot be remedied; or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the breach and the party in breach has failed to cure such breach or perform its obligations.

IV. **MISCELLANEOUS PROVISIONS.**

A. **SEVERABILITY.** In the event that any provision of this Agreement is declared by any judicial or competent Government Instrumentality to be void, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties or any remaining provision of this Agreement shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this Agreement.

B. **AMENDMENTS.** This Agreement and any of the Annex/es, if applicable, may not be modified except in writing signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.

C. **ENTIRE AGREEMENT AND INTEGRATION.** This Agreement and the Annex/es to this Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral on this subject matter.

D. **AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it, and that it has the power and authority to enter into it.

E. **APPLICABLE LAW/VENUE OF SUITS.** This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

IN WITNESS WHEREOF, the Parties through their duly authorized representatives have executed this Agreement as of the date and at the place set forth above.

**CITY GOVERNMENT
OF BACOR**

By:

Hon. STRIKE B. REVILLA

City Mayor

City Resolution No. ____

Series of ____

**DEPARTMENT OF EDUCATION, CITY
SCHOOLS DIVISION OF BACOR**

By:

Dr. BABYLYN M. PAMBID CESO V

OIC-Schools Division Superintendent

TALABA ELEMENTARY SCHOOL

By:

Ms. RHODORA SACRAMENTO

Schools Principal

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI

City Administrator

Office of the City Administrator

Ms. ELIZABETH F. OCAMPO

Administrative Officer V, Non-Academic

Personnel of Public Schools

<FULL NAME>

<Position Title/Designation>

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Bacoor, Province Cavite) S.S.

BEFORE ME, a Notary Public for and in the City of Bacoor, Province of Cavite,
this ____ day of _____ 202__, personally appeared the following persons:

Competent Proof of Identity	Date/Place Issued & Expiration
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HON. STRIKE B. REVILLA

MS. RHODORA SACRAMENTO

Dr. BABYLYN M. PAMBID CESO V

known to me, and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed as well as those of the entities that they represent. The foregoing Agreement consisting of _____ (____) pages including this page where the acknowledgment appears has been signed by the parties and their instrumental witnesses on each page hereof.

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

Doc. No. ____
Page No. ____
Book No. ____
Series of 202 ____