



*Office of the Sangguniang Panlungsod*

**DISTRICT I**

HON. CATHERINE SARINO-EVARISTO  
City Councilor

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. 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. KHALIDA A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

Certified by:  
HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor

Noted by:  
HON. STRIKE B. REVILLA  
City Mayor

**CITY RESOLUTION NO. 2023-263**

Series of 2023

**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE AGREEMENT FOR FRIENDLY EXCHANGE AND COOPERATION BETWEEN THE CITY GOVERNMENT OF BACOR AND THE REPUBLIC OF FIJI ISLANDS.**

Sponsored by:

**Hon. Victorio L. Guerrero, Jr.**

Co-Sponsored by :

**Hon. Roberto L. Advincula, 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. Reynaldo D. Palabrica, Hon. Michael E. Solis, and Hon. Levy M. Tela.**

**WHEREAS**, on 11 May 2023, the Office of the Sangguniang Panlungsod received a request from the Office of the Mayor for the authority to enter into and sign an agreement for friendly exchange and cooperation with the Republic of Fiji Islands.

**WHEREAS**, Section 16 of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, grants local government units the power to exercise necessary, appropriate, or incidental powers for the promotion of the general welfare.

**WHEREAS**, Section 23 of the Local Government Code provides that local chief executives may, with the authority of the sanggunian, negotiate and secure financial grants or donations in kind from local and foreign assistance agencies without securing clearance or approval from any department of the National Government;

**WHEREAS**, the phrase "necessary, appropriate, or incidental" as stated in Section 16 of the Local Government Code implies that local government units possess powers that are not expressly mentioned but are necessary to achieve objectives explicitly stated in the Code.

**WHEREAS**, the doctrine of necessary implication, as affirmed by the Supreme Court in the case of Province of Camarines Sur v. Commission on Audit (G.R. No. 227926, March 10, 2020), recognizes that every statutory grant of



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Liga ng mga Barangay President

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SK Federation President

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Sangguniang Panlungsod Secretary

Certified by:

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City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

power includes all incidental powers necessary to effectuate its object and purpose. The Supreme Court held in that case:

"Every statutory grant of power, right, or privilege is deemed to include all incidental power, right, or privilege... There is always an omission that may not meet a particular situation... So-called gaps in the law develop as the law is enforced. One of the rules of statutory construction used to fill in the gap is the doctrine of necessary implication.... **Every statute is understood, by implication, to contain all such provisions as may be necessary to effectuate its object and purpose, or to make effective rights, powers, privileges, or jurisdiction which it grants, including all such collateral and subsidiary consequences as may be fairly and logically inferred from its terms.**" (Emphasis supplied)

**WHEREAS**, applying this doctrine to the present case, in order to fulfill the object and purpose of Section 23 of the Local Government Code, each local chief executive must have the implied power to enter into agreements for friendly exchange and cooperation with foreign entities, including foreign governments. This is because establishing friendly relations is a necessary step in negotiating financial grants and donations.

**WHEREAS**, the Republic of Fiji Islands has expressed its intention to establish friendly relations and cooperation with the City of Bacoor, and the proposed Agreement is deemed incorporated and made an integral part of this Resolution.

**WHEREAS**, under the proposed Agreement, the chief executives of both governments will authorize official visits, fostering increased economic ties and promoting enhanced commerce between the City of Bacoor and the Republic of Fiji Islands.

**WHEREAS**, signing and implementing the proposed agreement for friendly exchange and cooperation will bring numerous benefits to the City of Bacoor and its inhabitants, including but not limited to the exchange of knowledge, experiences, and cultural insights, promotion of tourism and trade, and potential economic opportunities for both parties.

**WHEREAS**, signing and implementing the proposed agreement aligns with the mandate of Section 16 of Republic Act No. 7160, which emphasizes the promotion of the general welfare as a primary responsibility of local government units.



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City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

**WHEREAS**, under the Local Government Code of 1991, the City Mayor shall represent the city in all its business transactions and sign on its behalf all contracts upon the authority of the Sangguniang Panlungsod, and no contract may be entered into by the local chief executive without the prior authorization of the Sangguniang Panlungsod.

**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 of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign the Agreement for Friendly Exchange and Cooperation between the City Government of Bacoor and the Republic of Fiji Islands.

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

**APPROVED** on the 22nd day of May 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with the law.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor/Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.  
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

**AGREEMENT FOR FRIENDLY EXCHANGE AND  
COOPERATION BETWEEN  
THE REPUBLIC OF FIJI ISLANDS AND  
THE CITY OF BACOR**

*KNOW ALL MEN BY THESE PRESENTS:*

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_ 2023, at \_\_\_\_\_ by and between:

The **CITY GOVERNMENT OF BACOR, PROVINCE OF CAVITE, PHILIPPINES**, a local government unit existing under the laws of the Republic of the Philippines, with principal office address at Bacor Government Center, Molino Boulevard, Brgy. Bayanan, City of Bacor, Cavite, herein represented by its Local Chief Executive, **STRIKE B. REVILLA**, pursuant to its authority conferred and embodied in Sangguniang Panlungsod Resolution No. \_\_\_\_\_, Series of \_\_\_\_\_ approved \_\_\_\_\_, of the City Council of Bacor,

and

The **REPUBLIC OF FIJI ISLANDS**, a sovereign country existing and with principal office address at \_\_\_\_\_, herein represented by its \_\_\_\_\_, **HON.** \_\_\_\_\_, pursuant to its authority conferred and embodied in \_\_\_\_\_, Series of \_\_\_\_\_ approved \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, the City of Bacor, Province of Cavite, Philippines aims to establish an agreement with the Republic of Fiji Islands through which governments could promote exchange of ideas and experiences in the field of Science and Technology, Culture and Arts, Tourism, Urban Planning and Development, Commerce, Trade and Industry, Agriculture, Education and Health, Sports Development and Social Services among others;

**WHEREAS**, a bonding tie between the City of Bacor, Province of Cavite, Philippines and the Republic of Fiji Islands will foster mutual friendship and goodwill, nurture closer relationship among their people and closer social and cultural exchange and economic ties between the two governments;

**WHEREAS**, the agreement will not only strengthen friendship ties but more importantly institute a working avenue of communication in facilitating exchange of Information and Technology, Urban Planning Policies and Development socio-cultural activities, income generation strategy and fiscal management, health care facilitation

and Public Education Intensification and other important aspects of government; thus leading to its growth and advancement and eventually self-sustainability;

**WHEREAS**, for their mutual benefit, both governments, agreed to undertake the following programs:

**I. OFFICIAL VISITS**

Both Chief Executives agree to authorize official visits to each government in alternate years. Composition of the delegations – government and private sectors – to be decided based upon interest and results of negotiations.

**II. PROMOTION OF ECONOMIC COOPERATION, COMMERCE AND INVESTMENT**

Both governments shall work to increase its economic ties, in order to promote increased commerce, trade and investment and both parties agree to provide access to its respective ports and foreign trade zones at competitive rates and terms. In addition, a Bacoor – Fiji Islands Investment Committee will be established to review, recommend and facilitate projects and joint ventures which will promote economic development.

The committee in both parties will include government and private sector executives, appointed by each Chief Executives.

Also, each government offers the other the invitation to establish representative offices or to authorize existing offices of local businesses to represent their interests.

Both governments may donate any equipment, machineries and/or supplies to each other for the benefit of and to be used by the other.

**III. EDUCATION, ARTS AND CULTURE**

The City of Bacoor and the Republic of Fiji Islands shall adopt a faculty and students exchange program, details to be worked out in a separate agreement between the parties

**IV. EXPERT EXCHANGE PROGRAM**

A scheme for an expert exchange program shall be developed to facilitate technical capability building in terms of government computer technology, resource generation and mobilization, community organizing and other areas of government expertise through on-the-job trainings, seminar - workshops and others.

**V. CROSS VISITS**

Study tours and other exchange visits shall be encouraged to facilitate sharing of learnings and techniques on outstanding or exceptional local programs on social economic and environmental reforms.

**VI. GOVERNMENT OFFICIALS**

Both governments shall adopt an officials exchange program where selected key officials in each government will be sent to the other to share experiences and observations on administration, operations and other official activities. Such exchange will be conducted under guidelines established by both chief executives.

Further, the Bacoor City Mayor, Strike B. Revilla, shall be named as Honorary Consul of Fiji to the Philippines in order to enhance the implementation of this Agreement.

## **VII. TOURISM**

Each government shall take positive steps to help promote and enhance the tourist industry of the other. In addition, both governments agree to develop opportunities for visitors and these efforts will be designed to provide for homestay and other activities that provide intensive exposure to cultural and community life.

## **VIII. SECTORAL EXCHANGE**

Both governments agree to share programs initiated by the government and private sector towards sectoral social development such as housing, health and other social and economic programs geared towards the upliftment of the concerned division.

## **IX. SOCIAL SERVICES AND EMERGENCY RESPONSE**

Both governments agree to formulate measures and provide technical assistance and support in carrying out measures to ensure the delivery of basic services and provision of adequate facilities relative to social welfare and development services of both parties.

Furthermore, as first responders in the occurrence of natural and man-made calamities, both parties agree to give assistance in undertaking rescue operations, providing relief assistance, and, if necessary, set-up evacuation centers available after a disaster occurrence. These include programs for evacuees and the conduct of disaster relief operations.

## **X. HEALTH AND HOSPITALIZATION**

Both governments shall assist and aid in providing health facilities and services and cooperate to achieve a responsive health system by sharing policy directions and programs for an effective delivery of health services.

As regards the pandemic response, both governments shall adopt a reporting and coordination mechanism for referral into health facilities, access to a health care provider network and telemedicine, and provision of medical and psychosocial services.

## **XI. SCHOLARSHIP AND EDUCATION**

Both governments agree to assist the other in providing quality education for their constituents. In pursuance thereof, both governments agree that their residents may avail of such educational benefits in a state college or university located within its territory.

**XII. PLANTS**

Both governments shall exchange rare plants for propagation in appropriate places within their territory, especially trees that can contribute best to the restoration and conservation of the environment.

**XIII. ADDITIONAL PROPOSAL**

Both governments agree to entertain additional project proposals as long as they are able to be funded and meet the criteria of offering mutual benefit and promoting people-to-people relations. As plans develop, they will be reviewed and final approval outlined in the letter agreements as amendments to the memorandum.

Both governments agree that this agreement shall be in English and shall be the official text.

**XIV. FUNDING/EXPENDITURES**

Both governments agree to initiate programs and projects that would promote its respective developments. Each government agrees to shoulder all the expenses or funding necessary to execute the projects it has introduced or proposed to the other.

**IN WITNESS WHEREOF**, the City of Bacoor, Province of Cavite, Republic of the Philippines and the Republic of Fiji Islands as represented by their respective representatives have hereunto signed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the City of \_\_\_\_\_, Philippines.

**STRIKE B. REVILLA**  
Mayor  
City of Bacoor

\_\_\_\_\_  
Republic of Fiji Islands

*Attested:*

*Attested:*

**ROWENA BAUTISTA-MENDIOLA**  
Vice Mayor  
City of Bacoor

\_\_\_\_\_  
Republic of Fiji Islands

## ACKNOWLEDGMENT

Republic of the Philippines )  
City of Bacoor, Cavite ) ss.

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, 2023 personally  
appeared:

Name	Proof of identity	Issued on	At
STRIKE B. REVILLA			

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and deed. This instrument refers to a Sisterhood Agreement consisting of five (5) pages including this page where this Acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page and sealed with my notarial seal.

**WITNESS MY HAND AND SEAL:**

Doc No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2023.