



*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. 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. KHAMID 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. 2023-281**  
**Series of 2023**

**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, THE DEPARTMENT OF TRADE AND INDUSTRY- CAVITE AND THE CAVITE SMALL AND MEDIUM ENTERPRISE DEVELOPMENT COUNCIL REGARDING THE IMPLEMENTATION OF "GO NEGOSYO ACT: NEGOSYO CENTERS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSMEs)" IN THE CITY OF BACOR, CAVITE.**

Sponsored by:  
**Hon. Reynaldo M. Fabian**

Co - Sponsored by:  
**Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, 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 05 June 2023, the Office of the City Mayor sent a letter to the Sangguniang Panlungsod requesting to pass a resolution to authorize the City Mayor to enter and sign a Memorandum of Agreement (MOA) among the City Government of Bacoor, the Department of Trade and Industry- (DTI) Cavite and the Cavite Small and Medium Enterprise Development Council regarding the implementation of "Go Negosyo Act: Negosyo Centers for Micro, Small and Medium Enterprises (MSMEs)" in the City of Bacoor, Cavite.

**WHEREAS**, the establishment of Negosyo Centers for Micro, Small and Medium Enterprises (MSMEs) in the City of Bacoor will help to facilitate the development programs and support to provide for business conceptualizations, management, team building, marketing, human resources and other aspects of maintaining its business.

**WHEREAS**, the Sangguniang Panlungsod deliberated on the proposed MOA submitted by the Office of the City Mayor. The proposed MOA is deemed incorporated and made an integral part of this Resolution.

**NOW THEREFORE**, upon motion of Hon. Reynaldo M. Fabian unanimously seconded by the rest of the council in regular session assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod to authorize the



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*City Councillor*

HON. RAMON N. BAJASTA  
*Liga ng mga Barangay President*

HON. MAC RAYEN ESPERITU  
*SK Federation President*

*Attested by:*

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

*Certified by:*

HON. ROWENA BAUTISTA-MENDIOLA  
*City Vice Mayor*

*Noted by:*

HON. STRIKE B. REVILLA  
*City Mayor*

City Mayor, HON. STRIKE B. REVILLA, to sign a Memorandum of Agreement among the City Government of Bacoor, the Department of Trade and Industry- (DTI) Cavite and the Cavite Small and Medium Enterprise Development Council regarding the implementation of "Go Negosyo Act: Negosyo Centers for Micro, Small and Medium Enterprises (MSMEs)" in the City of Bacoor, Cavite.

**RESOLVED FURTHER**, to furnish the DTI-Cavite, the Cavite Small and Medium Enterprise Development Council, the Office of the City Mayor, the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and other government offices concerned with copies of this Resolution for their information and appropriate action.

**APPROVED** by the 5th Sangguniang Panlungsod this 16<sup>th</sup> day of June 2023 during its regular session assembled.

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

## 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 the City of Bacoor, Province of Cavite, by and among:

The **DEPARTMENT OF TRADE AND INDUSTRY – CAVITE**, with office address located at 2<sup>nd</sup> floor, Government Center Building, Capitol Compound, Brgy. Luciano, Trece Martires City, Cavite, herein represented by its **Provincial Director, Hon. REVELYN A. CORTEZ**, and hereinafter referred to as "**DTI-CAVITE**"

and

The **CITY GOVERNMENT OF BACCOOR**, a local government unit duly organized and existing under Philippine laws, with principal office address at Bacoor Government Center, Bacoor Boulevard, Brgy. 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 by the City Council of Bacoor dated \_\_\_\_\_, and hereinafter referred to as "**LGU BACCOOR**"

and

The **CAVITE SMALL AND MEDIUM ENTERPRISE DEVELOPMENT COUNCIL**, a non-government institution duly organized and existing under the laws of the Republic of the Philippines with principal office at Capitol Compound, Brgy. Luciano, Trece Martires City, Cavite, represented herein by its **Chairperson, Ms. TERESITA LEABRES**, and hereinafter referred to as the "**PROGRAM PARTNER**"

The term "Party" shall mean DTI-CAVITE, LGU BACCOOR or PROGRAM PARTNER, if applicable, while the term "Parties" shall mean DTI-CAVITE, LGU BACCOOR or PROGRAM PARTNER, collectively.

WITNESSETH-That:

**WHEREAS**, the approval of Republic Act 10644 or "An Act Promoting Job Generation and Inclusive Growth through the Development of Micro, Small and Medium Enterprises", otherwise known as the "**Go Negosyo Act**" aims to foster

national development, promote inclusive growth, reduce poverty by encouraging the establishment of micro, small and medium enterprises (MSMEs) that facilitate local job creation, production and trade, and bring government services closer to small businesses through the establishment of Negosyo Centers in all the provinces, cities, and municipalities in the country;

**WHEREAS**, with the "**Go Negosyo Act**", the Department of Trade and Industry (DTI) with the support of LGU's and other government agencies expects to further boost its assistance to micro, small and medium enterprises (MSMEs) to grow and flourish and intensify the promotion of entrepreneurship in the country;

**WHEREAS**, the "**Go Negosyo Act**" mandates the creation of Negosyo Centers which would be directly supervised by the DTI in every province, city and municipality nationwide. These centers would ease the process of starting up and registering small businesses;

**WHEREAS**, the Negosyo Centers would facilitate development programs as well as provide support for business conceptualizations, management, team building, marketing, human resources and many other aspects of maintaining businesses (the "Program");

**WHEREAS**, the **PROGRAM PARTNER** can be a source of competent technical expertise to accelerate the implementation of the Program;

**WHEREAS**, the **PROGRAM PARTNER** is willing to tie up with the Negosyo Center to provide technical and expert advice to the MSME's;

**WHEREAS**, the **PROGRAM PARTNER** has the technical and professional expertise in the following areas:

1. Business Registration;
2. Business and Marketing Consultancy;
3. Business Development Services; and
4. Business Information;

**WHEREAS**, the abovementioned services are also identified as MSME needs particularly categorized into:

1. Business Advisory;
2. Business Registration Assistance; and
3. Business Information and Advocacy.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants herein below set forth, the Parties bind themselves and agree as follows:

**ARTICLE I**  
**THE PROGRAM**

The Negosyo Center's vision is to nurture the growth of MSMEs and create an attractive framework to MSME's in dealing with the difficulties in the process of doing business and to alleviate the disadvantages that MSMEs encounter by providing numerous technical services that are useful in fostering innovation and entrepreneurship.

**ARTICLE II**  
**OBJECTIVES OF THE PROGRAM**

The Program aims to achieve the following objectives:

1. to provide technical expertise and services to accelerate development of MSME's;
2. to build competencies of the MSME's;
3. to access technical advice through coaching session;
4. to improve managerial skills and enhance entrepreneurial behavior; and
5. to develop a more dynamic, competitive and sustainable MSMEs.

**ARTICLE III**  
**ROLES AND RESPONSIBILITIES**

A. The **DTI-CAVITE** shall:

1. Public-Private Partnership.
  - a. Manage and coordinate linkages with existing and prospective PROJECT PARTNER;
  - b. Identify Business Development Service (BDS) providers which will augment the delivery of the four outcome portfolios of MSME Development, that is, Access to Market (A2M), Access to Finance (A2F), Productivity and Efficiency (P&E), and Business Investment Enabling Environment (BIEE);

2. Staff Complement. Assign one (1) contractual staff (up to June 30, 2025) to help man the center and provide business consultancy services to MSME-clients;
3. Daily Operations.
  - a. Prepare and approve a Manual of Operations which shall include, among others, the organizational/functional/ structure of the center, procedure for accessing the services of the Center, business plan, communications plan to promote the use of the facility, and reportorial procedures;
  - b. Establish a databank which shall be a source of information necessary for market linkages, facilitation, project monitoring, research and policy studies and information campaigns;
  - c. Propose and organize calendar of events for the center;
  - d. Provide, when necessary, additional technical support for capacitating the "PROJECT PARTNER", including prospective partners, to sustainably manage and operate the Center in accordance with the objectives of the "Negosyo Center";
  - e. Monitor and evaluate the operations of the center, particularly in terms of number of MSMEs assisted;

**B. The LGU BACOR shall:**

1. Business Registration. Accept and facilitate application for business permits, i.e., for new registrants and renewal of business;
2. Staff Complement.
  - a. Assign and subsidize at least one (1) to two (2) staff(s) to locate in the Negosyo Center who will facilitate the delivery of the services and coordinate related activities with DTI-CAVITE;
  - b. Assist MSMEs, through its City Livelihood Development Office (CLDO), to access fiscal and non-fiscal incentives and provide business/trade facilitation.
3. Daily Operations.
  - a. Assist in the generation of business information and industry data relevant to the needs of MSMEs;

- b. Provide **DTI-CAVITE** with report/feedback on each engagement to document impact and effectiveness of the services as well as identify areas for improvement in the provision of assistance;
  - c. Exercise utmost discretion and confidentiality in their business dealings with MSMEs;
4. Promotions. Promote the services of the center;

C. The **PROGRAM PARTNER** shall:

1. Advocacy. Recommend sound business-friendly policies to concerned government agency/ies;
2. Public-Private Partnership. Promote partnership between public and private sectors that would further the cause of MSME growth and development.

#### **ARTICLE IV** **PROGRAM EFFECTIVITY AND TERMINATION**

This Agreement shall take effect immediately upon signing hereof by the authorized representatives of the Parties and shall automatically expire on June 30, 2025, and may only be renewed upon mutual agreement of both Parties in writing.

#### **ARTICLE V** **SEPARABILITY CLAUSE AND AMENDMENTS**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the provisions of this Agreement. In such event, the Parties shall consult each other as to the manner, by which their original intention can be fulfilled as closely as possible and they will amend this Agreement accordingly.

This Agreement may not be modified except in writing signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.

#### **ARTICLE VI** **OTHER PROVISIONS**

The Parties shall exert due diligence and good faith to achieve the objectives of the Program. Any problem, conflict or concerns that may arise from implementing the Program shall be resolved through consultations.

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.

This Agreement constitutes 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.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at the City of Bacoor, Province of Cavite, Philippines.

**DEPARTMENT OF TRADE AND INDUSTRY-CAVITE**

\_\_\_\_\_  
**Hon. REVELYN A. CORTEZ**  
*Provincial Director*

**CITY GOVERNMENT OF BACOOR**

\_\_\_\_\_  
**Hon. STRIKE B. REVILLA**  
*City Mayor*  
City Resolution No. \_\_\_\_\_, Series of 20\_\_

**CAVITE SMALL AND MEDIUM ENTERPRISE DEVELOPMENT COUNCIL**

\_\_\_\_\_  
**Ms. TERESITA M. LEABRES**  
*Chairperson*

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
**REBECCA S. TARASONA**  
*Division Chief*  
Business Development  
Division, DTI-Cavite

\_\_\_\_\_  
**CARMELITA F. GAWARAN**  
*Training Administrator/*  
*Negosyo Center Manager*  
City Government of Bacoor

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.  
X-----X

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

**NAME OF PARTY COMPETENT EVIDENCE OF IDENTITY**

<u>REVELYN A. CORTEZ</u>	_____
<u>STRIKE B. REVILLA</u>	_____
<u>TERESITA M. LEABRES</u>	_____

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement, said instrument consisting of seven (7) pages, including the page this acknowledgement is written, signed on the left-hand-margin of each and every page thereof by the Parties and their witnesses and acknowledged to me that the same is their free and voluntary act and deed and that of the Parties they are representing.

**WITNESS MY HAND AND SEAL** this \_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines

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