



Office of the Sangguniang Panlungsod

DISTRICT I

ABSENT
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 / 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

ABSENT
HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

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

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Approved by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

CITY RESOLUTION NO. 2023-328
Series of 2023

A RESOLUTION AUTHORIZING THE ACTING CITY MAYOR, HON. ROWENA BAUTISTA-MENDIOLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH FILINVEST LAND, INC. – MAINSQUARE MALL FOR THE ESTABLISHMENT OF A "SOLIDARITY ROUTE STICKER (SRS) INSTALLATION HUB" AT THE MAINSQUARE MALL PREMISES.

Sponsored by:
Hon. Roberto L. Advincula

Co-Sponsored by:

Hon. Ramon N. Bautista, Hon. Reynaldo Fabian, Hon. Simplicio G. Dominguez, Hon. Adrielito G. Gawaran, Hon. Victorio Guerrero, Jr., Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito Pagulayan and Hon. Levy M. Tela

WHEREAS, on 12 January 2023, the Sangguniang Panlungsod passed City Ordinance No. 255-2023, also known as the "Expanded Solidarity Route Ordinance of the City of Bacoor", which aims for the re-evaluation of the various roads comprising the Solidarity Route which was conceived as a way to decongest main thoroughfares during rush hours and speed up the flow of vehicular traffic, to and from, various points in the City of Bacoor.

WHEREAS, in line with the implementation of the Solidarity Route program, Solidarity Route Stickers will be installed on motor vehicles to allow them to pass through the said network of roads situated within various residential subdivisions within the city. On 6 September 2023, the Office of the City Mayor sent a letter to the Honorable Members of the Sangguniang Panlungsod, requesting for a resolution authorizing the Acting City Mayor to sign a Memorandum of Agreement with the Filinvest Land, Inc., regarding the establishment of a Solidarity Route Sticker (SRS) installation hub at the Mainsquare Mall premises along Bacoor Boulevard in Barangay Bayanan.

NOW THEREFORE, upon motion of Hon. Roberto L. Advincula, duly seconded by all its members in regular session assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the Acting City Mayor, Hon. Rowena Bautista-Mendiola, to sign a Memorandum of Agreement with Filinvest Land, Inc. – Mainsquare Mall for the establishment of a "Solidarity Route Sticker (SRS) installation hub" at the Mainsquare Mall premises.



Office of the Sangguniang Panlungsod

DISTRICT I

ABSENT
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 / 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

ABSENT
HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

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

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Approved by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

RESOLVED LASTLY, to furnish the Office of the City Mayor, Filinvest Land, Inc., the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and all government offices concerned with copies of this resolution.

ADOPTED this 11th of September 2023 by the Sangguniang Panlungsod City of Bacoor, Province of Cavite

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

Certified by:

HON. REYNALDO D. PALABRICA
Pres. Pro-Tempore / Acting Presiding Officer

Attested by:

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

Approved by:

HON. ROWENA B. 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 between:

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, Cavite, represented herein by its City Mayor, **HON. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____, Series of 20__, approved _____ of the City Council of Bacoor City, Cavite, and hereinafter referred to as the "**LGU BACOOR**"

and

FILINVEST LAND, INC. – MAINSQUARE MALL, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office and postal address The Filinvest Building, 79 Edsa Highway Hills, Mandaluyong City, Metro Manila, represented herein by its _____, and hereinafter referred to as the "**MAINSQUARE**"

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

WITNESSETH:

WHEREAS, Republic Act No. 7160 or the Local Government Code of 1991, in particular, Section 16 provides that every local government unit shall exercise powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of general welfare;

WHEREAS, the Sangguniang Panlungsod of the City of Bacoor enacted and passed City Ordinance No. 255-2023, otherwise known as the "2023 Expanded Solidarity Route Ordinance of the City of Bacoor";

WHEREAS, the LGU BACOOR desires to set up an "**Solidarity Route Sticker (SRS) Installation Hub**" intended for the physical installation of Solidarity Route Sticker (SRS) to qualified resident and non-resident applicants;

WHEREAS, MAINSQUARE intimated to the LGU BACOOR that it is willing and able to provide a site to support the implementation of the Program intended by LGU BACOOR;

WHEREAS, the Parties agree to cooperate and jointly commit in promoting the efficient implementation of the Solidarity Route Ordinance to the community and other related purposes;

NOW, THEREFORE, in consideration of the premises and covenants, hereinafter states, the Parties hereto have agreed and do hereby agree as follows:

SECTION 1. SUBJECT PREMISES. The Subject Premises shall cover a total area measuring approximately _____ (____). The Subject Premises shall be used exclusively and solely as **SRS INSTALLATION HUB**. The LGU BACCOOR shall provide for the physical set-up in the Subject Premises contemplated in this Agreement.

SECTION 2. TERM OF THE AGREEMENT. The duration of this Agreement shall be from _____ until _____. This Agreement shall automatically be terminated after the lapsed of the said period, unless renewed or extended as agreed upon by LGU BACCOOR and MAINSQUARE in writing.

SECTION 3. FEES. Free of charge. All taxes imposed on the receipt of possible rental fees and all other amounts which the LGU BACCOOR is required to pay the MAINSQUARE as provided in this Agreement, as well as other documentary stamp taxes, the value-added taxes and other taxes accruing by reason of the execution of this Agreement shall be for the account of the LGU BACCOOR.

SECTION 4. UTILITIES. LGU BACCOOR shall not be responsible for the payment of the electricity usage in the Subject Premises. Electrical and other utility charges based on actual consumption shall be borne by the MAINSQUARE.

SECTION 5. PENALTY CHARGES FOR LATE OPENING AND EARLY CLOSING. LGU BACCOOR shall comply with the mall operating hours daily including holidays, unless the Mall Administration Office otherwise revises such hours. MAINSQUARE waives in favor of LGU BACCOOR the payment of penalty amounting to _____ in the event it fails to comply with the operating hours.

SECTION 6. INSTALLATION OF LGU BACCOOR. LGU BACCOOR may install the necessary installation required by it, provided that the Subject Premises shall not be effaced, injured or otherwise adversely affected and, provided further, that any and all installation so be made on the premises must be first approved by MAINSQUARE. All charges and expense incurred by virtue of such installation shall be for the account of LGU BACCOOR.

SECTION 7. OTHER CONDITIONS.

- A. All costs for construction in the Subject Premises shall be for the account of LGU BACCOOR.
- B. LGU BACCOOR must ensure that the actual set-up is based on the approved lay-out plan as agreed by MAINSQUARE.
- C. It shall be understood that the Subject Premises shall not impede customer traffic.
- D. LGU BACCOOR shall, at its expense, secure the Subject Premises and maintain the same in clean and sanitary condition, free from noxious odors, disturbing noises and nuisances at all times.
- E. LGU BACCOOR shall deploy personnel to managed and assist the Subject Premises.
- F. MAINSQUARE shall not be liable or responsible for the security or safekeeping of the Subject Premises or upon any person or property

found therein. MAINSQUARE shall not be liable for any loss, damage or injury sustained by the LGU BACORR or any loss, damage or injury to third persons and/or their properties.

- G. The concession of this Agreement is non-transferrable, and LGU BACORR shall undertake not to assign the same or any part thereof to another party.
- H. LGU BACORR reserves the right to regulate the volume of music and/or sound system, within the Subject Premises which interferes with LGU BACORR or other tenant's activities in the mall.
- I. MAINSQUARE shall shoulder other costs such as early or extended use of the Subject Premises, posting of guards and janitors, installation and dismantling of collateral materials, egress cleaning and other charges determined by LGU BACORR.
- J. This Agreement may not be modified except in writing signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions
- K. Should MAINSQUARE commit any material breach on the terms and conditions of this Agreement, MAINSQUARE shall give LGU BACORR at least fifteen (15) days to rectify the said breach. If the breach cannot be remedied, MAINSQUARE shall have the right to cancel this Agreement provided that a prior written notice must be sent to LGU BACORR at least thirty (30) days prior to the intended effective date.
- L. In case LGU BACORR pre-terminates this Agreement, or continues to occupy the Subject Premises after the expiration of the Term, or abandons, subleases, or assigns wholly or in part of the Subject Premises in violation of this Agreement, or commits a substantial breach of this Agreement, LGU BACORR hereby authorizes MAINSQUARE to do any or all of the following: (a) enter and/or break open the Subject Premises, and (b) take immediate possession of the Subject Premises. It is understood that the Parties may undertake any or all of the foregoing actions without the necessity of resorting to court action, either Party hereby waiving any cause of action, whether civil, criminal or administrative, it may have against the other Party.

SECTION 8. CANCELLATION. Should LGU BACORR fail to commence operation on the stipulated ingress schedule, MAINSQUARE shall have the right to unilaterally cancel this Agreement. MAINSQUARE, therefore, reserves the right to offer the same premises to any third party.

SECTION 9. INDEMNIFICATION. During the term of the Agreement, either Party agrees to hold the other Party and its duly authorized representative/s entirely free and harmless from all claims or causes of action for any personal injury and/or property loss and/or damage which the aggrieved party, its employees/agents or any third party may sustain or incur as a result of willful or negligent acts which the other Party or its employees/agents or any third party may have committed within or about the Subject Premises.

IN WITNESS WHEREOF, the parties hereunto affixed their hands in signature together with their instrumental witnesses this ____ day of _____ 20____, in the City of Bacoor, Province of Cavite.

**CITY GOVERNMENT
OF BACOR**

By:

**FILINVEST LAND, INC. –
MAINSQUARE MALL**

By:

Hon. STRIKE B. REVILLA

City Mayor

City Resolution No. _____

Series of 202____

<FULL NAME>

Chairman

SIGNED IN THE PRESENCE OF:

Mr. LODGENE ASUNCION

*Officer-in-Charge
E-Government/MIS*

<FULL NAME>

*<Position Title/Designation>
Filinvest Land, Inc – Mainsquare Mall*

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Bacoor, 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:

Name	Competent Proof of Identity / I.D. Number	Place and Date Issued
STRIKE B. REVILLA	Passport / P8991785B	17 February 2022/ DFA Manila
<FULL NAME>		

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 Memorandum of 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____