



*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*

ON. RANDY C. FRANCISCO  
*ga ng mga Barangay Vice President*

ON. PALM ANGEL S. BUNCIO  
*SK Federation President*

Attested by:  
ATTY. KHALIDA 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. 2024-466**  
**Series of 2024**

**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH ZABCO TILE DEPOT AND CONSTRUCTION SUPPLY, INC. FOR THE DELIVERY OF BASIC SERVICES AND FACILITIES IN THE CITY OF BACOR, CAVITE.**

Sponsored by:  
**Hon. Rogelio M. Nolasco**

Co-Sponsored by:  
**Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis, and Hon. Levy M. Tela.**

**WHEREAS**, a letter dated 20 February 2024 from the Office of the City Mayor was received by the Sangguniang Panlungsod, requesting the City Council to pass a resolution granting authority to City Mayor, Hon. Strike B. Revilla to sign a Memorandum of Agreement (MOA) between the City Government and ZABCO Tile Depot and Construction Supply, Inc.

**WHEREAS**, under Section 17 of Republic Act No. 7160 other wise known as the Local Government Code , all local government units shall likewise exercise such other powers and discharge such other functions and responsibilities as necessary, appropriate or incidental to efficient and effective provisions of the basic services and facilities;

**WHEREAS**, ZABCO Tiles Depot and Construction Supply Inc. is willing to enter into an agreement with the City Government of Bacoor for the delivery of basic services and facilities;

**WHEREAS**, a draft MOA to be entered into by the city government and ZABCO Tiles Depot and Construction Supply Inc. was sent by the Office of the City Mayor to the Sangguniang



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City Councilor

ON. RANDY C. FRANCISCO  
ga ng mga Barangay Vice President

ON. PALM ANGEL S. BUNCIO  
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

Panlungsod for review and consideration. The proposed MOA is hereby deemed incorporated into and made an integral part of this Resolution.

**NOW THEREFORE**, on motion of Hon. Rogelio M. Nolasco and duly seconded by all the members present, **BE IT RESOLVED, AS IT IS HEREBY RESOLVED**, by the 5<sup>th</sup> Sangguniang Panlungsod in regular session assembled to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with ZABCO Tile Depot and Construction Supply, Inc. for the delivery of basic services and facilities in the City of Bacoor, Cavite.

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

**APPROVED** this 25<sup>th</sup> day of March, 2024 by the 5<sup>th</sup> Sangguniang Panlungsod at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved and that the contents hereof are true and correct.

Certified Correct:

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 "MOA") is entered and executed this \_\_\_ day of January 2024 (the "Effective Date"), by and between:

The **CITY GOVERNMENT OF BACOR** is a local government unit of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite, represented herein by its local chief executive, **MAYOR STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in Sangguniang Panlungsod Resolution No. \_\_\_\_\_, Series of 2024 and hereinafter referred to as the "**LGU BACOR**";

-and-

The **ZABCO TILE DEPOT AND CONSTRUCTION SUPPLY INC.**, with principal office located at Ricvic Building, 354 Tirona Highway, Barangay Panapaan IV, Bacoor City, Cavite, duly represented by its President, **EMMIL S. ANICO**, and hereinafter referred to as the "**ZABCO**".

Each a "Party", collectively as "Parties".

WITNESSETH, That:

**WHEREAS**, the LGU BACOR was converted into a City on 10 April 2012 pursuant to Republic Act No. 10160, otherwise known as the *Charter of the City of Bacoor*;

**WHEREAS**, under Section 16 Republic Act No. 7160, otherwise known as the Local Government Code, [e]very local government unit shall exercise the 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 the general welfare. Within their respective territorial jurisdictions, local government units shall ensure and support, among other things, the preservation and enrichment of culture, promote health and safety, enhance the right of the people to a balanced ecology, encourage and support the development of appropriate and self-reliant scientific and technological capabilities, improve public morals, enhance economic prosperity and social justice, promote full employment among their residents, maintain peace and order, and preserve the comfort and convenience of their inhabitants;

**WHEREAS**, under Section 17 of the said Code, [l]ocal government units shall likewise exercise such other powers and discharge such other functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provisions of the basic services and facilities;

**WHEREAS**, under Section 22 of the same Code, every local government unit, as a corporation, shall have the power to enter into contracts with other entities. This is to

ensure active participation of the private sector within its territorial jurisdiction provided that it will not prejudice the social attributes of basic services and facilities, *i.e.*, such services and facilities are made available to the general public within a reasonable rate and able to meet the requirements of its populace (DILG Opinion No. 15, Series of 2018 citing Article 30 of the Local Government Code's Implementing Rules and Regulations);

**WHEREAS**, Zabco Tiles Depot, Inc. is a private entity engaged in business within the territorial jurisdiction of the City of Bacoor;

**WHEREAS**, Zabco Tiles Depot, Inc. has expressed its willingness to enter into an agreement with the City of Bacoor for the delivery of basic services and facilities and

**WHEREFORE**, each Party has obtained all approvals and has performed all actions necessary to authorize it to enter into this MOA;

**NOW, THEREFORE**, premises considered, the Parties hereby mutually agree to be bound by the following:

### **SECTION 1. Cooperative Activities**

1. The Parties shall encourage, develop, and facilitate cooperative activities towards promoting the general welfare of the residents in the City of Bacoor.
2. These cooperative activities may encompass any activity that may be mutually agreed upon in writing by the Parties and would help promote the projects and programs of the LGU Bacoor, such as financial sponsorship, in-kind donations, volunteer engagements, and promotions and awareness programs.

### **SECTION 2. Implementation of Cooperation**

The implementation of cooperative activities contemplated under this MOA shall be subject to the execution of implementing Guidelines that will govern a particular activity or specify the respective obligations of each Party, including, but not limited to, the bearing of costs.

### **SECTION 3. Effectivity**

This MOA shall be effective upon its execution and remain valid until revoked or terminated by any of the Parties through a written notice duly served upon the other Party.

### **SECTION 4. Representations and Warranties**

Each Party hereby represents and warrants to the other Party that:

1. It is a duly organized, validly existing, and in good standing under the laws of the Republic of the Philippines, with full power to own its property(s), to carry on its business as it is now being conducted, and to execute, deliver and perform its obligations under this Agreement; entering into this Agreement does not violate any provision of any applicable law or regulation, its articles of incorporation, by-laws or any other constitutive documents, and any agreement with other parties; and it has been duly authorized by all necessary corporate and legal action to enter into this Agreement;
2. There is no litigation or proceeding pending or, to the best of its knowledge, threatened against it that could adversely affect the validity of this Agreement, its financial or other condition, or its ability to comply with its obligations hereunder and
3. It has not paid, agreed to pay, or caused or permitted to be paid, either directly or indirectly, in any form, to any trustee, officer, employee, or agent of the other Parties any commission, percentage, or contingent fee payment or other benefit of any kind in connection with the entering into or performance of this Agreement.
4. ZABCO shall hold the LGU BACOR, including their officials and personnel, free and harmless from any and all claims, actions, liabilities, losses, and suits that may be brought or instituted by any party whatsoever because of the fault, failure, negligence, delay, or any conduct of its respective officers, employees, and agents in the performance of its corresponding obligation under this Agreement, without prejudice to its claim against the proper erring party.

#### **SECTION 5. Force Majeure**

No Party shall be responsible for any failure to comply with, or for any delay in performance, of the terms of this Agreement if such failure is due to acts of God or the public enemy, war, riot, embargo, fire, explosion, sabotage, flood, accident, strike, lockout or labor dispute which are nationwide (i.e., not directed at a Party), or default of common carrier, provided that the Party invoking this provision is not guilty of concurrent negligence and/or is not in delay.

#### **SECTION 6. General Provisions**

1. The waiver by any Party of a breach by the other Party of any of the provisions of this Agreement, or a Party's failure to insist on the strict performance of any provision hereof or to exercise any right in any one or more instances or circumstances, shall not be construed as a waiver or relinquishment of such provision, right or by the non-breaching Parties of any succeeding breach by the breaching Party of the same or other provisions. The delay, failure, or omission by any Party in exercising any right that it/he/she may have under this

Agreement shall also not operate as a waiver or relinquishment of such provision or right or of any breach or default by the non-breaching Party.

2. Nothing contained or implied in this Agreement shall be construed as creating a joint venture, partnership or agency, employment relationship, franchise relationship, or taxable entity among the Parties, nor shall a Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other Parties, it is understood that the Parties are independent entities vis-à-vis another and none of the Parties shall have any authority to bind or commit any other party.
3. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Republic of the Philippines. In case of any dispute, controversy, or disagreement among the Parties arising from or in relation to this Agreement, the Parties shall, in good faith, exert all efforts to resolve such dispute. At the request of a Party by giving notice to the others, the duly authorized representatives of all the Parties shall meet in a good-faith effort to reach an amicable settlement of such dispute. Any unresolved dispute shall be exclusively settled and/or litigated in the proper courts of Bacoor City to the exclusion of all other courts elsewhere situated.
4. This Agreement is the complete and exclusive statement of the agreement among the Parties and supersedes all understandings or prior agreements, whether oral or written, and all representations or other communications among the Parties in relation to the subject matter hereof.
5. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties agree to substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the objectives of the invalid or unenforceable provision to the greatest extent possible.
6. No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless in writing signed by all the Parties. Approvals or consents required of a Party under this Agreement shall also be in writing.
7. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute the same instrument or be deemed as one agreement.
8. This Agreement may be executed electronically or by way of electronic signatures affixed in accordance with Republic Act No.

8792, otherwise known as the Electronic Commerce Act of 2000 and its implementing rules and regulations, and such other regulations of government agencies issued relating thereto.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their duly authorized representatives on the \_\_\_ day of \_\_\_\_\_, at Bacoor City, Cavite.

**CITY GOVERNMENT OF  
BACOR**

By:

**HON. STRIKE B. REVILLA**

*City Mayor*

By virtue of City Resolution No.

\_\_\_\_\_, Series of 2024

**ZABCO TILE DEPOT AND  
CONSTRUCTION SUPPLY, INC.**

By:

**EMMIL S. ANICO**

*President*

**SIGNED IN THE PRESENCE OF:**

**HON. ROWENA BAUTISTA-MENDIOLA**

*City Vice-Mayor*

City Government of Bacoor

**JOBIM A. ZABALA**

*Vice-President*

Zabco Tiles Depot

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES)  
Bacoor City, Cavite) SS.**

**BEFORE ME**, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on \_\_\_\_\_, personally appeared the following who are identified by me through competent evidence of identity:

NAME	Competent Evidence of Identity	
	Number	Date and Place of Issue
<b>STRIKE B. REVILLA</b>	Passport No. P8991785B	16 Feb 2032/ DFA Manila
<b>EMMIL S. ANICO</b>		

known to me to be the same person described in the foregoing instrument, who acknowledged before me that his/her signature on the instrument was voluntarily affixed by him for the purposes stated therein, and who declared to me that he executed the instrument as his free and voluntary act and deed as well as the free and voluntary act and deed of the corporation herein represented.

The instrument consisting of six (6) pages, including the page on which this acknowledgment is written, is signed on each and every page thereof by the parties and their instrumental witnesses and sealed with my notarial seal.

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

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2024.