



Republic of the Philippines
Province of Cavite
CITY OF BACOR

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. LABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:
ON-LEAVE

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary
MS. CRISTINA R. MALAWIG
Supervising Admin. Officer

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

Noted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-515
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 PACIFIC PAINT (BOYSEN) PHILIPPINES INC. REGARDING THE FREE RE-PAINTING OF SELECTED PEDESTRIAN FOOTBRIDGES AND FLYOVERS IN THE CITY OF BACOR.

Sponsored by:

Hon. Alejandro F. Gutierrez

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. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela

WHEREAS, a letter dated June 6, 2024 was received by the Sangguniang Panlungsod from the Office of the City Mayor with regard the draft Memorandum of Agreement between Pacific Paint (Boysen) Philippines, Inc. and the City Government of Bacoor. A copy of the said Memorandum of Agreement is attached hereto and shall form an integral part of this Resolution.

WHEREAS, Pacific Paint (Boysen) Philippines, Inc., the top paint manufacturer and supplier of industrial and residential paints as well as other paint products in the Philippines and worldwide, has formalized its intention to extend the Memorandum of Agreement, supported by City Resolution 2022-053A, which ends on September 22, 2024.

WHEREAS, the City of Bacoor understands that collaboration and partnerships with the private sector are necessary for the successful execution of numerous city development programs, including those pertaining to infrastructures like flyovers and footbridges.

WHEREAS, the following pedestrian footbridges and flyovers in the City of Bacoor will receive complimentary paint jobs from Boysen Paint, as decided and authorized by the Bacoor Local Government:

A. **THREE (3) FOOT BRIDGES:**

- a. Along Aguinaldo Highway, Zapote Footbridge
- b. Along Aguinaldo Highway, Niog Footbridge; and
- c. Along Tirona Highway, SM Bacoor Footbridge



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Attested by:
ON-LEAVE

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

MS. CRISTINA R. MALAWIG
Supervising Admin. Officer

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

B. TWO (2) FLYOVERS:

- a. Bacoor-Coastal Road Flyover: and
- b. Molino Flyover

NOW THEREFORE, on motion of Hon. Alejandro F. Gutierrez and duly seconded by all the members present, **BE IT RESOLVED, AS IT IS HEREBY RESOLVED**, by the 5th 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 Pacific Paint (Boysen) Philippines Inc. regarding the free re-painting of selected pedestrian footbridges and flyovers in the City of Bacoor.

RESOLVED FURTHER, to furnish the Office of the City Mayor, Pacific Paint (Boysen) Philippines Inc., the City Engineering Office, 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 18th day of June, 2024 by the 5th 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:

MS. CRISTINA R. MALAWIG
Supervising Administrative Officer

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is entered into and executed this ____ day of _____ 20__ (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, duly represented by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority duly conferred and embodied under City Resolution No. ____ Series of 20__, approved by the City Council of Bacoor dated _____, and hereinafter referred to as "**LGU BACOOR**"

and

PACIFIC PAINT (BOYSEN) PHILIPPINES, INC., a private corporation duly organized and existing under Philippine Laws with principal office address at 292 D. Tuazon Street, Quezon City duly represented by its **<Position Title/Designation>**, **<FULL NAME>**, and hereinafter referred to as "**BOYSEN**"

"**PARTY**" shall mean either LGU BACOOR or BOYSEN, if applicable, while the term "**PARTIES**" shall mean LGU BACOOR and BOYSEN, collectively.

WITNESSETH THAT

WHEREAS, **LGU BACOOR** is a basic local government unit in the Philippines aiming to provide an effective and efficient provision of basic infrastructure facilities to better serve the needs of its constituents;

WHEREAS, **BOYSEN** is the leading paint manufacturer supplier of house and industrial paints and other paint products both locally and globally;

WHEREAS, the **PARTIES** recognize the need to establish partnership and cooperation between the government and private sector for the effective implementation of the City of Bacoor's development plans;

WHEREAS, **BOYSEN** offered to re-paint selected pedestrian footbridges and flyovers in the City of Bacoor, free of charge, as determined and approved by **LGU BACOOR**;

NOW THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** hereto agree and stipulate:

1. **BOYSEN** shall provide all the materials and labor necessary to complete the repainting works, free of charge, for the following identified pedestrian

footbridges and flyovers (the "Infrastructures") as approved by LGU BACCOOR, to wit;

- A. **THREE (3) FOOT BRIDGES**, which include:
 - a. Along Aguinaldo Highway, Zapote Footbridge
 - b. Along Aguinaldo Highway, Niog Footbridge; and
 - c. Along Tirona Highway, SM Bacoor Footbridge
- B. **TWO (2) FLYOVERS**, which include:
 - a. Bacoor-Coastal Road Flyover; and
 - b. Molino Flyover
2. **BOYSEN** agrees to adopt the design and color to be painted on the said Infrastructures, as approved by **LGU BACCOOR**.
3. For and in consideration of the painting works, **BOYSEN** is likewise allowed to apply/paint/install its logo and tagline, which should not be bigger than three and half feet by eight feet (3.5ft x 8ft), on the named railings and footbridges in a scale and location that can be visible to motorists and the public.
4. **LGU BACCOOR** agrees to assist **BOYSEN** while the re-painting works are ongoing.
5. **LGU BACCOOR** agrees and undertakes that the installed **BOYSEN** logos shall remain untouched and not be replaced within two years (2) upon turning over the completed project unless there is a need to replace said material due to damage or **BOYSEN** has committed any material breach to this Agreement.
6. **BOYSEN** shall re-touch and make the necessary re-painting as often as needed. In case no repainting has been done in the past two (2) years, **BOYSEN** shall automatically repaint the above-mentioned bridges and flyovers without the need for demand. **BOYSEN** shall provide labor and materials for the re-painting. The two-year period shall commence from the Effective Date of this Agreement.

Likewise, the re-painting of the railing and pedestrian overpasses in relation to the Memorandum of Agreement that was entered into by the Parties dated September 27, 2022, marked as Annex "A," shall commence after two (2) years from the Effective Date of the Agreement or from September 28, 2024, onwards. Repainting shall be completed within sixty (60) days.
7. The three-year period shall commence from the Effective Date of this Agreement.
8. The PARTIES represent and warrant that they all have the power and authority to enter into and execute this Agreement. They undertake to faithfully perform their respective obligations hereunder and do

everything necessary, proper, and convenient to carry out their contractual intent and objective.

9. This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the PARTIES. All amendments to this Agreement shall be deemed valid and binding upon contracted PARTIES only if made by the mutual consent in writing of the PARTY and signed by the original signatories of both PARTIES to this Agreement. This Agreement shall be legally acceptable after being signed and stamped with the corporate seals by the authorized representatives of the contracted PARTIES with full corporate power vested to them by their respective PARTIES. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.
10. Unless otherwise revoked, canceled, or terminated by either PARTY, this Agreement shall take effect upon its execution and shall be binding for a period of **THREE (3) YEARS** to commence from the Effective Date and shall automatically expire on September 21, 2027, subject to extension upon written agreement of both PARTIES. The PARTY intending to renew shall notify the other PARTY in writing at least ninety (90) days prior to the Agreement's expiry date. It is hereby understood that **BOYSEN** is given the right of first refusal in the execution of a new agreement.

Either PARTY may terminate this Agreement without cause by written notice to the other PARTY at least ninety (90) 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 of the PARTY commits a material breach of any other terms and conditions of this Agreement or unjustifiably refuses 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, (ii) or if the breach may be remedied, within thirty (30) days from receipt of written notice of the material breach and the PARTY in breach has failed to cure such material breach or perform its obligations.

11. Each PARTY represents and warrants on its own behalf that the individual signing this Agreement is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
12. In complying with and implementing the terms of this Agreement, the PARTIES shall exercise good faith and cooperation to fulfill their common objective.
13. **BOYSEN** agrees that nothing in this Agreement shall, in any way, preclude other entities of similar business establishments from entering into an agreement with **LGU BACOR** that offers similar or analogous services.
14. 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.

15. This Agreement shall inure to the benefit of and be binding upon the PARTIES and their respective successors-in-interest and assigns.
16. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the PARTIES at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.
17. 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 here unto have affixed their signatures on the date and place above written.

CITY GOVERNMENT OF BACOOR
Represented by:

**PACIFIC PAINT (BOYSEN)
PHILIPPINES, INC.**
Represented by:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 20__

MR. RUBEN D. CUETO
Vice President for Marketing

Signed in the Presence of:

Atty. AIMEE TORREFRANCA-NERI
City Administrator
City Government of Bacoor

MR. DEXTER P. ANGELES
Marketing Executive
Pacific Paint (Boysen) Philippines, Inc.

