
PRESENT:

HON. ROSETTE MIRANDA FERNANDO - - - - - - Vice Mayor
Presiding Officer

HON. ROLANDO S. REMULLA - - - - - - Councilor
HON. AVELINO B. SOLIS - - - - - - - - Councilor
HON. HUBERT V. GERVACIO - - - - - - Councilor
HON. REYNALDO M. FABIAN - - - - - - Councilor
HON. NORMITA D. CELESTINO - - - - - - Councilor
HON. AVELINO S. DE CASTRO - - - - - - Councilor
HON. MIGUEL N. BAUTISTA - - - - - - Councilor
HON. BAYANI M. DE LEON - - - - - - Councilor
HON. RICARDO F. UGALDE - - - - - - Councilor ABC-Pres.

ABSENT:

HON. MARIENNE JOYCE G. CASTILLO - - - - Councilor SKF-Pres

Sponsored by: COUNCILOR MIGUEL N. BAUTISTA

Sangguniang Bayan Resolution No. 20-2007
Series of 2007

RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH CHARTER CHEMICAL AND COATING CORPORATION WITH REGARD THE REPAINTING OF THE PEDESTRIAN OVERPASSES LOCATED AT NIIG, AGUINALDO HIGHWAY, BACOOR, CAVITE AND COASTAL ROAD, BACOOR, CAVITE.

WHEREAS, the Office of the Mayor sent the Sangguniang Bayan a copy of a draft Memorandum of Agreement between the Municipality of Bacoor, Cavite and Charter Chemical and Coating Corporation. A copy of the said Memorandum of Agreement is attached hereto as ANNEX "A."

Address: Evangelista St, Barangay Tabing Dagat, Bacoor, Cavite
Telefax. No. (046) 434-6716
WHEREAS, the said Memorandum of Agreement contains the offer of Charter Chemical and Coating Corporation to repaint the pedestrian overpasses located at Niog, Aguinaldo Highway, Bacoor, Cavite and Coastal Road, Bacoor, Cavite at the sole and exclusive expense, inclusive of labor and materials, of Charter Chemical and Coating Corporation.

WHEREAS, considering that the said offer is advantageous to the municipal government, the Sangguniang Bayan resolved to grant the Municipal Mayor the authority to enter into the said Memorandum of Agreement.

NOW, THEREFORE:

BE IT RESOLVED, as it is hereby resolved by the Sangguniang Bayan in regular session, assembled to authorize the Municipal Mayor to enter into a Memorandum of Agreement with Charter Chemical and Coating Corporation for the repainting of the pedestrian overpasses located at Niog, Aguinaldo Highway, Bacoor, Cavite and Coastal Road, Bacoor, Cavite.

ADOPTED unanimously by all the members present during the regular session of the Sangguniang Bayan, Bacoor, Cavite held on 03 September 2007 at the Session Hall 2nd Floor, Municipal Building, Bacoor, Cavite.

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Bayan Secretary

Certified by:

VICE- MAYOR ROSETTE M. FERNANDO
Presiding Officer

Approved by:

HON. STRIKE B. REVILLA
Municipal Mayor

Address: Evangelista St. Barangay Tabing Dagat, Bacoor, Cavite
Telefax No. (046) 434-6716
ANNEX "A"

MEMORANDUM OF AGREEMENT

Resolution No. _____, 03 Sept. 2007

This Memorandum of Agreement, made and entered into by and between:

CHARTER CHEMICAL & COATING CORPORATION ("Charter" for brevity), a corporation duly organized and existing under Philippine laws with office address at No. 1 Mercedes Avenue, San Miguel, Pasig City, represented herein by its Vice President for Marketing, MR JOHNLEE M. GARCIA, herein referred to as the FIRST PARTY

and

The MUNICIPALITY OF BACOOR, CAVITE, a local government unit with office address at Bacoor, Cavite, represented by MAYOR STRIKE B. REVILLA, herein referred to as the SECOND PARTY.

WITNESSETH:

1. That the FIRST PARTY, has offered to repaint at its sole and exclusive expense, labor and materials included and without any cost whatsoever to the SECOND PARTY, the following overpasses in Bacoor, Cavite, to wit:
   
   a. NIIG, AQUINALDO HIGHWAY, BACOOR, CAVITE
   b. COASTAL ROAD, BACOOR, CAVITE

2. That the SECOND PARTY hereby accepts the afore-stated offer made by the FIRST PARTY, and in connection therewith, the approval, consent and permission of the Sangguniang Bayan was secured and the Municipal Mayor of Bacoor has been duly authorized to sign this MOA per SB Resolution No. _____;

3. That the SECOND PARTY, without being so obligated, extends due recognition to the benevolence and civic-mindedness of the FIRST PARTY by allowing it to paint its company logo and slogan/message on the overpasses, the size of the same and the exact spots where they shall be painted, to be determined and fixed by the Municipal Engineer's Office of Bacoor, Cavite, and said company logo and slogan/message shall not be defaced, erased and covered but shall remain visible to the public eye for a period of three (3) years counted from September 2007 to August 2010;

4. The SECOND PARTY, approves the implementation and requires the FIRST PARTY to adhere with the agreed design and specifications in the implementation of the above-mentioned repainting works as required by the SECOND PARTY;

5. The FIRST PARTY also agrees to follow the design with due consideration of the utilitarian and aesthetic value of the structure;

6. Both the FIRST and SECOND PARTY promised to work together in the project in the spirit of full cooperation, trust and confidence with each other, harmony and understanding.

Now, the PARTIES having agreed and conformed to all above terms and conditions of this agreement, hereby set their hands and affix their signatures below on September _____, 2007

For the FIRST PARTY:
CHARTER CHEMICAL & COATING CORP.

JOHNLEE M. GARCIA
VP - Sales & Marketing

For the SECOND PARTY:
MUNICIPALITY OF BACOOR, CAVITE

STRIKE B. REVILLA
Mayor, Municipality of Bacoor, Cavite
SIGNED IN THE PRESENCE OF:

Witness & Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
Municipality of Bacoor S.S.

BEFORE ME, this ______ day of ______________, 2007 personally came and appeared:

Name CTC No. Date/Place of Issue

JOHNLEE M. GARCIA ___________________ ___________________
STRIKE B. REVILLA ___________________ ___________________

Made known to me to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their own free and voluntary act and deed.

This instrument consists of three (3) useful pages including the design and specification and this page on which this acknowledgement is written duly signed by the parties and their instrumental witnesses on each and every page thereof.

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

Doc No. ________;
Page No. ________;
Book No. ________;