



Republic of the Philippines  
Province of Cavite  
City of Bacoor



## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Housing, Land Utilization and Urban Development		A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE PROPOSED CONTRACT OF SERVICE BETWEEN BACCOOR CITY GOVERNMENT AND MR. MARK KENNETH D. FRANCISCO IN RELATION TO A PROJECT CALLED: "CITY OF BACCOOR RIVERWALK AND BIKE LANE MURAL".	PCR-117-2022	
V E N U E	Sangguniang Panlungsod Session Hall		D A T E / T I M E	October 10, 2022/ 11:00 AM (Regular Session)

### COMMITTEE REPORT No. HLUUD -CR -117-2022

Committee Chairman Hon. Alde Joselito F. Pagulayan, discussed to the council, during the 16<sup>th</sup> regular session, that the above-mentioned subject matter is great idea to preserve the culture of Bacoor thru murals, and will show to the young generations the beauty of the history.

In line with this, the committee decided to approve the above-mentioned subject matter.

#### RECOMMENDATION:

In view of the foregoing, the Committee respectfully recommends that the above-mentioned subject matter be **APPROVED**.

**WE HEREBY CERTIFY** that the contents of the foregoing report are true and correct.

**Signed** this 10<sup>th</sup> day of October 2022 at the City of Bacoor, Cavite.




Republic of the Philippines  
Province of Cavite  
City of Bacoor

**5<sup>th</sup> SANGGUNIANG PANLUNGSOD**  
*Committee on Housing, Land Utilization and Urban Development*

  
\_\_\_\_\_  
**COUN. ALDE JOSELITO F. PAGULAYAN**  
*Chairman*

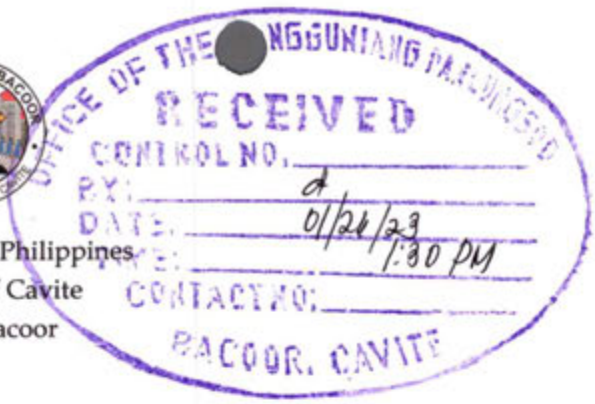
  
\_\_\_\_\_  
**COUN. ADRIELITO G. GAWARAN**  
*Vice-Chairman*

  
\_\_\_\_\_  
**COUN. VICTORIO L. GUERRERO JR.**  
*Member*

  
\_\_\_\_\_  
**COUN. SIMPLICIO G. DOMINGUEZ**  
*Member*



Republic of the Philippines  
Province of Cavite  
City of Bacoor



## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

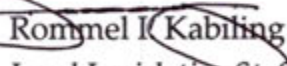
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VENUE	Sangguniang Panlungsod Session Hall		TIME / DATE	October 10, 2022/ 11:00 AM (Regular Session)

### MINUTES OF COMMITTEE HEARING NO. HLUUD-CR-117-S-2022

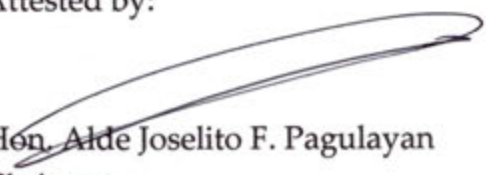
During the 16<sup>th</sup> Regular Session of the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite, committee chairman Hon. Alde Joselito F. Pagulayan, informed the council that the above-mentioned subject matter, aims to advance the preservation and enrichment of Bacoor's culture through a mural.

With the internal rules suspended committee chairman Councilor Pagulayan motion to approved the request city resolution and was unanimously seconded by the council.

Prepared by:

  
Rommel I. Kabiling  
Local Legislative Staff Assistant – I

Attested by:

  
Hon. Alde Joselito F. Pagulayan  
Chairman





PCR 117-2022 – A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE PROPOSED CONTRACT OF SERVICE BETWEEN BACoor CITY GOVERNMENT AND MR. MARK KENNETH D. FRANCISCO IN RELATION TO A PROJECT CALLED: “CITY OF BACoor RIVERWALK AND BIKE LANE MURAL”.



Republic of the Philippines  
Province of Cavite

**CITY OF BACoor**

*Office of the Mayor*

September 30, 2022

**HON. ROWENA BAUTISTA-MENDIOLA**  
Vice Mayor, City of Bacoor  
Bacoor Government Center  
Bacoor City, Cavite



**THRU:** Atty. Khalid Atega, Jr.  
Sanggunian Panlungsod Secretary

**SUBJECT:** Request for Authority to Enter Into and Sign the Contract of Service with Mr. Francisco

Dear Hon. Bautista-Mendiola:

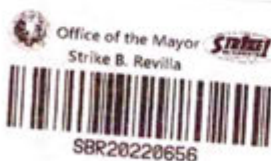
Per Section 16 of Republic Act No. 7160, otherwise known as the Local Government Code of 1992, every local government unit shall exercise the power expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare. Among other things, the local government units are mandated to ensure and support the preservation and enrichment of culture within their respective territorial jurisdictions.

Attached herewith, for your reference, is a draft Contract of Service with Mr. Mark Kenneth D. Francisco for the City Government's project entitled “City of Bacoor Riverwalk & Bike Lane Mural”. This project aims to advance the preservation and enrichment of Bacoor's culture through a mural.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will grant me the authority to enter into and sign the above-mentioned Contract of Service with Mr. Francisco.

Respectfully yours,

  
**STRIKE B. REVILLA**  
City Mayor



Address: Bacoor Government Center, Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite  
Trunkline: 434-1111 Website: www.bacoor.gov.ph



[BACK](#)



## INDIVIDUAL CONTRACT OF SERVICE

### KNOW ALL MEN BY THESE PRESENTS:

This Individual Contract of Service is made and entered into by and between:

The CITY GOVERNMENT OF BACCOOR, a local government unit organized and existing under the laws of the Republic of the Philippines, with office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented by its Local Chief Executive, **HON. STRIKE B. REVILLA**, hereinafter referred to as the "**FIRST PARTY**"

-and-

**Mark Kenneth D. Francisco**, Filipino, of legal age, married, with permanent address at 14 14 Tramo Binakayan, Kawit, Cavite, hereinafter referred to as the "**SECOND PARTY**".

Collectively referred to as "*Parties*".

### WITNESETH THAT:

**WHEREAS**, the **FIRST PARTY** is authorized to enter into service contracts with individuals for services related or incidental to their respective functions and operations, whether as consultant, learning service provider or technical expert to undertake special project or job within a specific period.

**WHEREAS**, the Sangguniang Panlungsod has authorized the **FIRST PARTY**, through City Ordinance No.199-2022 under Other Professional Services, for its local project entitled City of Bacoor Riverwalk & Bike Lane Mural;

**WHEREAS**, the **FIRST PARTY** requires the specialization and expertise of the **SECOND PARTY** for the following reasons;

1. His expertise in his craft ensures the success of the project.
2. He already had several comments projects before and he is known in his industry.

**WHEREAS**, there will be no employer-employee relationship between the **FIRST PARTY** and the **SECOND PARTY** to be engaged with under this individual contract of service.

**NOW THEREFORE**, the **PARTIES** hereby agree as follows:

#### **Section 1. PROJECT NAME**

**"CITY OF BACCOOR RIVERWALK & BIKE LANE MURAL"**

#### **Section 2. COVENANTS OF THE FIRST PARTY**

The **FIRST PARTY**, warrants and guarantees that:

1. The hiring of the **SECOND PARTY** is for his/her technical expertise to undertake the abovementioned special project;
2. That the special project is not part of the regular functions of the agency, or the expertise is not available in the **FIRST PARTY**, or it is impractical or more expensive for the **FIRST PARTY** to directly undertake the service provided by the individual or institutional contractor;
3. That the **SECOND PARTY** shall not be made to perform functions which are part of the job description of the **FIRST PARTY's** existing regular employees;
4. That the **SECOND PARTY** shall not be designated to positions exercising control or supervision over regular and career employees of the **FIRST PARTY**;





### **Section 3. COVENANTS OF THE SECOND PARTY**

The **SECOND PARTY**, promises, warrants, guarantee and affirm, under the pain of sanction or punishment through applicable statutes, rules and regulation, and ordinances:

1. That the **SECOND PARTY** is not barred under the rules on nepotism and the compulsory retirement age;
2. That the **SECOND PARTY** poses the above enumerated qualifications and expertise in view of the abovementioned project;
3. That the **SECOND PARTY** has not been previously dismissed from the service due to commission of an administrative offense.

### **Section 4. DUTIES AND RESPONSIBILITIES OF THE SECOND PARTY**

1. To ensure the success of the project.
2. To create and prepare layout.
3. To deliver/make the designs or proposed.
4. To finish the project in the proposed time.

### **Section 5. PAYMENT OF SERVICES**

The payment of services of the **SECOND PARTY** shall be as follows:

<b>Period:</b>	Six Months Project
<b>Compensation:</b>	Full Payment of Four Hundred Thousand Pesos Only (P400,000.00)
<b>Source/Authority of Funding:</b>	The amount shall be charged against the MOOE of the <b>FIRST PARTY</b> under a duly approved City Ordinance by the Sangguniang Panlungsod, particularly <u>Appropriation Ordinance No. CO 199-2022</u>
<b>Availability of the Funding:</b>	Duly validated by the Bacoor City Budget Office in a Certification dated August 11, 2022

### **Section 6. PERIOD AND RENEWAL OF CONTRACT**

The term of contract between the **FIRST PARTY** and the **SECOND PARTY** shall be for a maximum period of six (6) months, renewable at the option of the **FIRST PARTY**, but in no case shall exceed the term of the **FIRST PARTY**.

An advance written notice by the **FIRST PARTY** about the renewal of this Individual Contract of Service is required prior to the renewal. NO AUTOMATIC RENEWAL of this contract allowed.

### **Section 7. TERMINATION OR RESCISSION OF THIS CONTRACT**

Termination of this Contract by the **FIRST PARTY** may be allowed for the following causes with due notice of five (5) days prior to termination or rescission:

1. Violation by the **SECOND PARTY** of any provision of this Contract;
2. When in the opinion of the **FIRST PARTY** the project is no longer viable for causes or events which could not be foreseen, or which, though foreseen, were inevitable;
3. When the provisions of this Contract becomes legally or physically impossible without fault of either of the Parties;
4. When the provisions of this Contract has become so difficult as to be manifestly beyond the contemplation of the parties.
5. For other causes analogous to the foregoing.

### **Section 8. MONITORING AND EVALUATION**

The **FIRST PARTY** shall assign City Tourism Development Unit as project proponent and the same shall conduct regular monitoring and evaluation of the progress of this contract.



The **SECOND PARTY** shall directly report either to the OFFICE OF THE CITY MAYOR or the City Tourism Development Unit who is the project proponent on the part of the **FIRST PARTY**.

**Section 9. VENUE IN CASE OF DISPUTE**

Any dispute arising from this Contract and any incident therefrom shall only be ventilated in the appropriate court in the City of Bacoor, to the exclusion of all other courts.

**IN WITNESS WHEREOF**, the parties hereunto signed this Individual Contract of Service this \_\_\_ day of \_\_\_\_\_ 2022 at the Bacoor Government Center, Bacoor City, Cavite.

**FIRST PARTY**

**SECOND PARTY**

\_\_\_\_\_  
**HON. STRIKE B. REVILLA**  
City Mayor

\_\_\_\_\_  
**MARK KENNETH D. FRANCISCO**  
Mural Artist

**WITNESSES**

\_\_\_\_\_  
**MR. EDWIN B. GUINTO**  
City Tourism Development Unit

\_\_\_\_\_  
**MS. NATIVIDAD LUDWIG OPLE**  
Head – Bacoor City HRDMD

**FUNDS AVAILABLE:**

\_\_\_\_\_  
**MS. ELVIRA GUERRERO**  
City Budget Officer

\_\_\_\_\_  
**MR. JERRY MACALATAN**  
City Accountant

**ACKNOWLEDGMENT**

Republic of the Philippines)  
Bacoor City, Cavite ) S.S.

**BEFORE ME**, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	Gov. Issued ID	Date / Place Issued
Hon. Strike B. Revilla		
Mark Kenneth Francisco	Driver's License	

KNOWN TO ME AND TO ME KNOWN to be the same person who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed. This document consisting of three (3) pages and its copies have been signed on each and every page thereof, including this page whereon this acknowledgment appears.

**IN WITNESS WHEREOF**, I hereunto set my hand and affix my notarial seal this \_\_\_ day of \_\_\_\_\_ 2022, at the City of Bacoor.

NOTARY PUBLIC

Doc No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2022