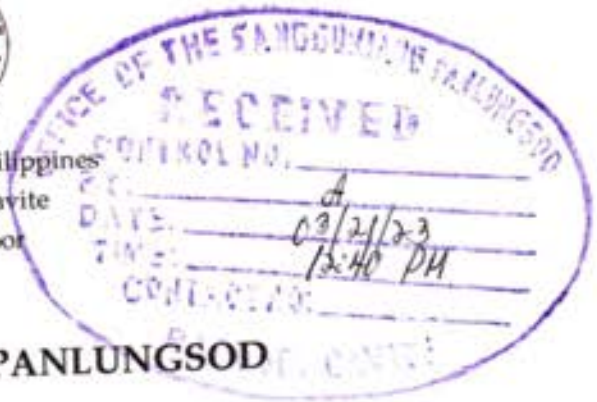




Republic of the Philippines  
Province of Cavite  
City of Bacoor



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

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Information And Communication Technology		<b>PCR-235-2023– RESOLUTION AUTHORIZING CITY MAYOR HONORABLE STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND CITY ADVERTISING VENTURES CORPORATION FOR THE IMPLEMENTATION OF THE OUT-OF-HOME MEDIA COMMUNICATIONS TO INCREASE ADMINISTRATIVE EFFICIENCY.</b>	PCR-235-2023	
V E N U E	Session Hall, Sangguniang Panlungsod, Bacoor City		D A T E / T I M E	March 9, 2023 10:30 A.M.

**COMMITTEE REPORT NO. ICT-007-S-2023**

Referred to this Committee on the 33rd Regular Session of the 5<sup>th</sup> Sangguniang Panlungsod is the above-captioned subject matter for appropriate action and recommendation.

The City Resolution sought be approved by this august body is the grant of authority for City Mayor to sign the Memorandum Of Agreement involving the use of various advertising mediums and structures in all primary, secondary and tertiary roads including lamp post/post banners, directional signages, waiting shed signages, led boards, mini-billboards, pedestrian overpass signages, wall billboards, light boxes, back lit ads, hollywood/build-up ads and vehicular bridgeway signages within the territorial jurisdiction of Bacoor City and proposed to be leased by the City Advertising Ventures Corporation with principal address at 6<sup>th</sup> and 7<sup>th</sup> Floor, MG Tower, #75 Shaw Boulevard, Daang Bakal, Mandaluyong City, Metro Manila.



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

A Committee hearing was conducted on March 9, 2023 to clarify some of the terms and conditions provided in the agreement. It was attended by the representatives from the advertising company led by Mr. Hospicio G. Neri, Jr. and the resource persons from the City Government of Bacoor, namely, Atty. Marius Sumira and Atty. JD G. Gutierrez representing the Office of the City Legal Services

The proposed Memorandum of Agreement earlier submitted by the advertising company was revised, presented and discussed by Atty. Marius Sumira. The particular revisions (in bold letters) are hereunder quoted:

" x x x

### 4. EFFECTIVITY AND TERMINATION

4.1 This Agreement shall take commence on the Effective Date as abovementioned and shall automatically expire **TWO (2) years thereafter, subject to renewal upon mutual agreement of both Parties. The Parties shall negotiate with each other in good faith with respect to any extension of the term of this Agreement but not later than two (2) months prior to the expiration of the term. The FIRST PARTY grants the SECOND PARTY the right of first refusal and the right to match any bids by any THIRD PARTY concerning the subject matter of this Agreement.**

4.2 Except as otherwise provided above, either Party may terminate this Agreement **without cause**, subject to sixty (60) days prior written notice **to the other Party**. However, either Party, upon violation or non-compliance of obligations and/or the terms and conditions herein, including,

x x x'

The representative from City Advertising Ventures Corporation manifested no objection on the revisions/amendments made by the Office of the City Legal Services.

It was further noted by the Honorable Members of the Committee the dispositive portions of the following conditions, we quote:





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City of Bacoor

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

### "1. OBLIGATIONS OF THE FIRST PARTY

x x x

1.2. The **FIRST PARTY** hereby authorizes the **SECOND PARTY** to remove or dismantle all advertising paraphernalia posted by unauthorized parties.

### 2. OBLIGATIONS OF THE SECOND PARTY

x x x

2.2. The **SECOND PARTY** shall secure the required business permit/s and clearance/s and pay the necessary fees as required by the Revenue Code of Bacoor City, and thus, all precautionary measures and regulations pertaining to cleanliness, orderliness, beautification, peace and order and public safety shall likewise be strictly observed.

2.3. The **SECOND PARTY** shall coordinate with the Office of the City Engineer prior to construction, installation, maintenance and dismantling of the various advertising materials to avoid the being taken down and to prevent further inconvenience.

2.4. The **SECOND PARTY** shall install and maintain **WAITING SHEDS** with **WI-FI** and **LED BOARDS** in selected locations within the City of Bacoor to provide shelter to the commuting public, internet access and assist the City in its public information dissemination campaigns. In exchange, the **FIRST PARTY** shall allow the **SECOND PARTY** to install/air advertisement in these structures to help recoup the **SECOND PARTY's** investment."

### RECOMMENDATION:

In view of the foregoing and considering that the draft of the Memorandum of Agreement had been properly reviewed and revised by the Office of the City Legal Services, Bacoor City, the Honorable Members of the Committee hereby recommend **TO APPROVE** the City Resolution authorizing City Mayor, Honorable Strike B. Revilla to enter into and sign the Memorandum of Agreement with City Advertising Ventures Corporation, Mandaluyong City, Metro Manila, subject to the existing laws, policies, rules and regulations in advertisement and marketing communications.



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

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

Signed this     day of March 2023 at the City of Bacoor, Cavite.

### THE COMMITTEE ON INFORMATION AND COMMUNICATION TECHNOLOGY


  
HON. COUN. ROGELIO M. NOLASCO  
Chairman

  
HON. COUN. ALEJANDRO F. GUTIERREZ  
Vice Chairman

  
HON. COUN. REYNALDO D. PALABRICA  
Member

  
HON. COUN. ADRIELITO G. GAWARAN  
Member

Prepared by:

  
**ROBERTO A. DE GUZMAN**  
Local Legislative Staff Assistant I





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 Information and Communication Technology		PCR-235-2023 RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND CITY ADVERTISING VENTURES CORPORATION FOR THE IMPLEMENTATION OF THE OUT-OF-HOME MEDIA COMMUNICATIONS TO INCREASE ADMINISTRATIVE EFFICIENCY.	PCR-235-2023	
V E N U E	Conference Room, Sangguniang Panlungsod, Bacoor City		D A T E / T I M E	March 9, 2023  3:00 P.M.

#### MINUTES OF COMMITTEE HEARING NO. ICT-007-S-2023

Present:

#### Committee on Information and Communication Technology

- |                                |   |               |
|--------------------------------|---|---------------|
| Hon. Coun. Rogelio M. Nolasco  | - | Chairman      |
| Hon. Coun. Alejandro Gutierrez | - | Vice Chairman |
| Hon. Coun. Reynaldo Palabrica  | - | Member        |
| Hon. Coun. Adrielito Gawaran   | - | Member        |
| Hon. Coun. Levy Tela           | - | SP            |
| Hon. Coun. Simplicio Dominguez | - | SP            |

MINUTES OF COMMITTEE HEARING NO. **ICT-007-S-2023** - RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND CITY ADVERTISING VENTURES CORPORATION FOR THE IMPLEMENTATION OF THE OUT-OF-HOME MEDIA COMMUNICATIONS TO INCREASE ADMINISTRATIVE EFFICIENCY.



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**Resource Persons:**

Atty. Marius D. Sumira	-	Office of City Legal Services
Mr. Ogie Caja	-	City Advertising Ventures Corporation
Mr. Rogie Reyes	-	City Advertising Ventures Corporation

**Hon. Coun. Nolasco:** "Binubuksan na po natin officially ang pag uusap tungkol sa Resolution Authorizing City Mayor, Hon. Strike B. Revilla to sign the Memorandum of Agreement between the City Government of Bacoor and City Advertising Ventures Corporation for the Implementation of the Out-Of-Home Media Communications to increase Administrative Efficiency."

**Hon. Coun. Rogelio M. Nolasco:** "So, bago po tayong magpatuloy ipapakilala ko po sa inyo ang ating Honorable Members of the Committee, Hon. Coun. Adrielito Gawaran, Hon. Coun. Alejandro Gutierrez, Hon. Coun. Reynaldo Palabrica, Hon. Coun. Simplicio Dominguez and Hon. Coun. Levy Tela at ang inyong lingkod Coun. Bok Nolasco. Pwede po bang magpakilala kayo for the record?"

**Mr. Rogie Reyes:** "I'm Rogie Reyes from City Advertising Ventures Corporation, VP for Operation and Business Development."

**Mr. Ogie Caja:** "Ako po si Ogie Caja from Sales and Marketing ng CBS."

**Atty. Marius D. Sumira:** "Good afternoon Mr. Chairman, I'm Atty. Marius D. Sumira from Office of City Legal Services."

**Hon. Coun. Rogelio Nolasco:** "Thank you Atty., nabigyan po kayo ng kopya ng MOA? So, nabasa nyo po? Ano po ang inyong masasabi regarding doon sa aming MOA?"

**Mr. Rogie Reyes:** "Okey na po inaral na po namin yung mga comments."

**Hon. Coun. Alejandro Gutierrez:** "So, no objection?"

**Mr. Rogie Reyes:** "Wala na po ayos na po."

**Hon. Coun. Palabrica:** "Mr. Chairman, So, meaning most favorable on the part of your Company kaya okey na, so this is dedicated for Private Fund Partnership. This is Advertising no? So you will be supplying LED's pala ito ng Post."

**Mr. Rogie Reyes:** "Yes Sir, mga Lamp Post. Post Banners, Waiting Shed Signages."

**Hon. Coun. Palabrica:** "Ah parang Manila katulad ng sa Espana ano?"

**Mr. Rogie Reyes:** "Yes po Sir, parang ganon po, tulad po iyan ng sa Quezon City, Pasig."





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**Hon. Coun. Palabrica:** "So, yung sa Project nyo sa Quezon City naglagay kayo ng mga LED sa mga Land Post? Anong size ng LED?"

**Mr. Rogie Reyes:** "Actually po Sir, yung huli po naming ikinabit ay malaking size po siya Konsi."

**Hon. Coun. Palabrica:** "Ibig sabihin sa Land Post maglalagay pa kayo or isang malaki lang na to be installed dito sa City?"

**Mr. Rogie Reyes:** "Depende po Sir, baka pwede rin po na mas malaki para ma advertise po natin kung ano ano yung mga gusto para sa advocacy ng City of Bacoor."

**Hon. Coun. Palabrica:** "More or less meron na kayong mga target areas and numbers of LED to be installed within the City, pwede bang i share mo sa amin dito kung ano yung proposal nyo."

**Mr. Rogie Reyes:** "Actually Sir, Meron po malapit sa Munisipyo tapos Sir mga Waiting Shed, at sa Bus Stop po along Aguinaldo Highway at lahat po ng major highways along the City."

**Hon. Coun. Palabrica:** "Tapos kasama na dyan pati electrical power supply?"

**Mr. Rogie Reyes:** "Alam ko Sir, ang gusto po yata ay Solar Power."

**Hon. Coun. Palabrica:** "So, Solar Power lahat ito?"

**Mr. Rogie Reyes:** "Opo"

**Hon. Coun. Palabrica:** "So, tapos nyan anytime na mag advertise ang City yung Local Government Unit wala ng problema sa inyo."

**Mr. Rogie Reyes:** "Yes Sir"

**Hon. Coun. Palabrica:** "Wala bang limited airtime kami dyan or unli kami dyan?"

**Mr. Rogie Reyes:** "Sir kapag naman po binuo ito marami naman pong spots eh actually, hindi naman po namin mabubuo sa advertising lang po so, talagang kung sakali po usually we are dealing on something like that."

**Hon. Coun. Palabrica:** "50/50? Okey na rin yun pwede na. Thank you, Mr. Chairman."

**Hon. Coun. Rogelio Nolasco:** "Thank you Coun. Palabrica. Yes Atty. Marius."



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**Atty. Marius D. Sumira:** "Good Afternoon po, hindi po naka assign sa akin yung MOA pero diniscuss na po sa amin ng City Legal Officer, Atty. Eugene L. De Jesus, na approved na daw po yung latest version ng MOA. Wala naman pong problema na palitan na po yung duration for **2 years** tapos yung term na as **Partner**. Yun lang po, Ok na po yung MOA signing sa Partnership"

**Hon. Coun. Palabrica:** "Atty. Meron na tayong latest PPP Ordinance File, may I request na ma review muna ng konti yun para kung ano mang klaseng partnership applicable doon sa PPP Ordinance kasi lahat ng klase ng PPP nilagay kong lahat doon eh at least merong legal basis sa pag pirma ng agreement ng Sangguniang Panlungsod."

**Atty. Marius D. Sumira:** "Okey po Konsi, I rereview namin."

**Hon. Coun. Nolasco:** "I pa finalize nyo na lang po ito lalo na yung agreement Atty."

**Atty. Marius D. Sumira:** "Sa side po namin Sa Office of Legal okey na po i che check na lang po namin yung PPP Ordinance kung ano pa ang pwedeng ma revise dito."

The hearing adjourned at 3:20 P.M.

Prepared by:

**EDGARDO B. NOLASCO**  
Staff Clerk

Attested by:

**Hon. Coun. ROGELIO M. NOLASCO**  
Chairman  
Committee on Information and Communication Technology

**5<sup>TH</sup> SANGGUNIANG PANLUNGSOD**





Republic of the Philippines  
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City of Bacoor



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

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Information and Communication Technology		PCR-235-2023 RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND CITY ADVERTISING VENTURES CORPORATION FOR THE IMPLEMENTATION OF THE OUT-OF-HOME MEDIA COMMUNICATIONS TO INCREASE ADMINISTRATIVE EFFICIENCY.	PCR-235-2023	
V E N U E	Conference Room, 2 <sup>nd</sup> floor Sangguniang Panlungsod		D A T E / T I M E	March 9, 2023 3:00 P.M.

**ATTENDANCE OF COMMITTEE HEARING  
NO. ICT-007-S-2023**

NAME	CONTACT NUMBER	SIGNATURE
Hon. ROSELIO "BOK" M. SOLADO		
Hon. REYNALDO PALABRICA		
Hon. ADRIELITO CAWARAN		
Hon. ALEJANDRO GUTIERREZ		
Hon. LEVY TELA		
Hon. SIMPLICIO DOMINGUEZ		
MARIUS D. SUMIRA	09176385741	
OSIE CAY	09175340810	
ROGIE RIVERA	09209460221	

ATTENDANCE OF COMMITTEE HEARING NO. ICT-007-S-2023 - RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND CITY ADVERTISING VENTURES CORPORATION FOR THE IMPLEMENTATION OF THE OUT-OF-HOME MEDIA COMMUNICATIONS TO INCREASE ADMINISTRATIVE EFFICIENCY.



Republic of the Philippines  
 Province of Cavite  
 City of Bacoor



**5th SANGGUNIANG PANLUNGSOD**

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Information, Communication and Technology		PCR-235-2023 RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND CITY ADVERTISING VENTURES CORPORATION FOR THE IMPLEMENTATION OF THE OUT-OF-HOME MEDIA COMMUNICATIONS TO INCREASE ADMINISTRATIVE EFFICIENCY.	PCR-235-2023	
VENUE	Conference Room 2 <sup>nd</sup> floor Sangguniang Panlungsod		DATE/TIME	March 9, 2023 3:00 P.M.

**NOTICE OF COMMITTEE HEARING (RECEIVING COPY)  
 NO. ICT-007-S-2023**

NAME	DATE RECEIVED	CONTACT NUMBER	SIGNATURE
HON. ALEJANDRO GUTIERREZ	3/7/23	09672622869	
HON. REYNALDO PALABRICA	3/7/23	09285920110	
HON. ADRIELITO GAWARAN	3/7/23	loc. 328	
MR. LODGENE ASUNCION	3/7/23	loc 409	
ENGR. JICKY JUTBA	3/7/23	046 481 4138	
MR. HOSPICIO G. NERI, JR.	3/7/23	09209480221	

NOTICE OF HEARING (RECEIVING COPY) NO. ICT-007-S2023- RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND CITY ADVERTISING VENTURES CORPORATION FOR THE IMPLEMENTATION OF THE OUT-OF-HOME MEDIA COMMUNICATIONS TO INCREASE ADMINISTRATIVE EFFICIENCY.





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**PICTURES OF COMMITTEE HEARING OF ICT-007-S-2023- RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND CITY ADVERTISING VENTURES CORPORATION FOR THE IMPLEMENTATION OF THE OUT-OF-HOME MEDIA COMMUNICATIONS TO INCREASE ADMINISTRATIVE EFFICIENCY.**

## 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 the City of Bacoor, Province of Cavite, by and between:

The **BACCOOR-CITY GOVERNMENT OF BACCOOR**, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at The City of Bacoor Government Center, ~~Melino-Bacoor~~ Boulevard, Barangay ~~San-Nicolas-#Bayanan~~, Bacoor City, Province of Cavite, Philippines, duly represented herein by its City Mayor, HonON. STRIKE B. REVILLA, acting pursuant to the authority granted to him under City Resolution No. \_\_\_\_\_ Series of \_\_\_\_\_, approved \_\_\_\_\_ of the City Council of Bacoor City, Cavite, and hereinafter referred to as the "**FIRST PARTY**";

-and-

**CITY ADVERTISING VENTURES CORPORATION**, a company organized and existing pursuant to the laws of the Republic of the Philippines, with official business address at 6th and 7th floor MG Tower, #75 Shaw Boulevard, Daang Bakal, Mandaluyong City, Metro Manila, duly represented herein by its President, Mr. HOSPICIO G. NERI, JR., and hereinafter referred to as the "**SECOND PARTY**";

"Party" shall refer to the FIRST PARTY or SECOND PARTY, if applicable, while the term "Parties" shall refer to the FIRST PARTY and SECOND PARTY, collectively.;

WITNESSETH: That

**WHEREAS**, the **FIRST PARTY** owns lamp posts, footbridges, waiting sheds and other properties/spaces within the ~~Bacoor~~-City of Bacoor, Province of Cavite, which may serve as tools to generate additional revenue to the city-FIRST PARTY as advertising media by way of display of advertising paraphernalia;

**WHEREAS**, on 20 February 2023, the **SECOND PARTY** submitted a letter of intent to the Office of the City Mayor to undertake the task of marketing of advertising spaces within the City of Bacoor, Province of Cavite to prospective clients/advertisers;



**WHEREAS**, on 23 February 2023, the City Mayor requested the City Council the authority to enter into and sign a memorandum of agreement with the **SECOND PARTY**.

**WHEREAS**, on 27 February 2023, the City Council approved City Resolution No. \_\_\_\_\_, a Resolution Authorizing the City Mayor, Honorable Strike B. Revilla, to enter into a Memorandum of Agreement with City Advertising Ventures Corporation, represented by its President, Hospicio G. Neri, Jr., for the Lease of City Owned Properties for Advertisements;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto have agreed and stipulated as follows:

**1. OBLIGATIONS OF THE FIRST PARTY**

- 1.1. The **FIRST PARTY** hereby designates the **SECOND PARTY** as partner~~LESSEE~~ of various advertising mediums/structures in all primary, secondary and tertiary roads, ~~such as but not limited to~~including **LAMP** POST/POST BANNERS, DIRECTIONAL SIGNAGES, WAITING SHED SIGNAGES, LED BOARDS, MINI-BILLBOARDS, PEDESTRIAN OVERPASS SIGNAGES, WALL BILLBOARDS, LIGHTBOXES, BACK LIT ADS, HOLLYWOOD/BUILD-UP ADS, AND VEHICULAR BRIDGEWAY SIGNAGES for advertising purposes within the territorial jurisdiction of the **FIRST PARTY**.
- 1.2. The **FIRST PARTY** hereby authorizes the **SECOND PARTY** to remove or dismantle all advertising paraphernalia posted by unauthorized parties.

**2. OBLIGATIONS OF THE SECOND PARTY**

- 2.1. The **SECOND PARTY**, shall be responsible for the production, installation and maintenance of all advertising media covered by this *Agreement* at no cost to the **FIRST PARTY**. Electrical consumption of these advertising paraphernalia shall be for the account of the **SECOND PARTY**.
- 2.2. The **SECOND PARTY** shall secure the required business permit/s and clearance/s and pay the necessary fees as required by the Revenue Code of Bacoor City, and thus, all precautionary measures and regulations pertaining to cleanliness, orderliness, beautification, peace and order and public safety shall likewise be strictly observed.
- 2.3. The **SECOND PARTY** shall coordinate with the Office of the City Engineer prior to construction, installation, maintenance and dismantling of the various advertising materials to avoid the same being taken down and to prevent further inconvenience.



- 2.4. THE **SECOND PARTY** shall install and maintain **WAITING SHEDS** with WiFi and **LED BOARDS** in selected locations within the City of Bacoor to provide shelter to the commuting public, internet access and assist the City in its public information dissemination campaigns. In exchange, the **FIRST PARTY** shall allow the **SECOND PARTY** to install/air advertisements in these structures to help recoup the **SECOND PARTY's** investment.
- 2.5. The **SECOND PARTY** is prohibited to display, install or advertise paraphernalia that do not conform to the moral, legal and ethical standards established by the advertising industry as well as policies of the **FIRST PARTY**.
- 2.6. The **SECOND PARTY** has the right to replace any or all authorized advertisements or paraphernalia. Provided, that costs of the replacements, as well as any other incidental expenses related thereto, shall be for the account of the **SECOND PARTY**. The **FIRST PARTY** shall answer for and hold the **SECOND PARTY** free and harmless from any liability, including but not limited to claims from third parties, arising from the replacement of all authorized advertisements or paraphernalia pursuant to this Agreement.

### 3. **FORCE MAJEURE**

Force Majeure Event shall occur if either Party is unable to perform any of its obligations for any reason beyond its control, such as but not limited to: national emergencies, wars, hostilities, insurrections, civil commotions or rebellion, or apprehension or imminence of war (whether declared or not), blockade, hijacking, Acts of God, actions of any government or governmental authority, fire, flood, shortages of labor and materials, extraordinary contraction recession, epidemics and pandemic.

Should a Force Majeure Event make it impossible for either Party to perform its obligations under this Agreement, the Parties' respective obligations, including the payment of the fees for the use of the lamp posts, shall be suspended only for the duration of said Force Majeure Event.

The **SECOND PARTY** shall provide written notice within seven (7) working days from the occurrence of the Force Majeure Event to the **FIRST PARTY** stating the location and duration of said Force Majeure Event.

### 4. **EFFECTIVITY AND TERMINATION**

- 4.1 This Agreement shall take commence on the Effective Date as abovementioned and shall automatically expire TWO (2) years thereafter, subject to renewal upon mutual agreement of both Parties. The Parties shall negotiate with each other in good faith with respect to any extension of the term of this Agreement but not later than two (2) months prior to the expiration of the term. The **FIRST PARTY** grants



the SECOND PARTY the right of first refusal and the right to match any bids by any THIRD PARTY concerning the subject matter of this Agreement.

- 4.2 Except as otherwise provided above, either Party may terminate this Agreement without cause, subject to sixty days (60) days prior written notice to the other Party. However, either Party, upon violation or non-compliance of obligations and/or the terms and conditions herein, including.
- a) False representation of warranty;
  - b) Where a Party becomes voluntarily or involuntarily the subject of reorganization or liquidation proceedings under any bankruptcy or insolvency law, or other law or procedure for the relief of the financially distressed debtors, or is unable to, or admit in writing, its inability to pay its debts when due as they mature, or becomes insolvent or takes or suffers any action for its liquidation or dissolution, or has a receiver or liquidator appointed for all or a substantial part of its assets and in the event any such occurrence is involuntary, the action or proceeding against either Party remains pending for a period of thirty (30) business days; and
  - c) Any other acts which compromise the mutual trust relationship of the Parties.
- 4.3. In case of breach or violation of this *Agreement* pursuant to *Clause 4.21* above, either Party is given at least sixty (60) days from receipt of the other Party's prior written notice to remedy the breach or violation. Only in case of failure to remedy the breach or violation of the *Agreement* within the foregoing before shall the *Agreement* be deemed terminated.

~~This Agreement shall take effect for a period of Five (5) Years from 01 March 2023 to 29 February 2028, subject to renewal upon mutual agreement of both Parties. The Parties shall negotiate with each other in good faith with respect to any extension of the term of this Agreement but not later than two (2) months prior to the expiration of the term. The FIRST PARTY grants the SECOND PARTY the right of first refusal and the right to match any bids by any THIRD PARTY concerning the subject matter of this Agreement.~~

IN WITNESS WHEREOF, the Parties have hereunto set their hands to this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_3.

CITY GOVERNMENT OF

CITY ADVERTISING VENTURES

**BACoor**

By:

**CORPORATION**

By:

**Hon. STRIKE B. REVILLA**  
City Mayor  
City Resolution No. \_\_\_\_\_  
Series of 20 \_\_\_\_\_

**HOSPICIO G. NERI JR.**  
President

SIGNED IN THE PRESENCE OF:

**ROBERT JEFFREY V. REYES**  
VP for Operations & Business  
Development  
City Advertising Ventures Corporation

**Engr. JICKY JUTBA**  
City Engineer  
Bacoor City Engineering Office

**BACoor-CITY-GOVERNMENT** \_\_\_\_\_ **CITY-ADVERTISING-VENTURES**  
**CORPORATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

**HOSPICIO G. NERI JR.**  
President

SIGNED IN THE PRESENCE OF:

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_) City of Bacoor, Province of Cavite) S.S.

BEFORE ME, a Notary Public for and in



\_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ personally appeared the following:

Name	Valid- Identification Government -Issued ID / ID Number	Date/Place Issued
<u>STRIKE B. REVILLA</u>		
<u>HOSPICIO G. NERI JR.</u>		

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

This instrument refers to Memorandum of Agreement, consisting of \_\_ ( ) pages including this page whereon this acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page thereof and sealed by my notarial seal.

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

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2023.



**G.13 For Committee Hearing: PCR 235-2023 – RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACCOOR AND CITY ADVERTISING VENTURES CORPORATION FOR THE IMPLEMENTATION OF THE OUT-OF-HOME MEDIA COMMUNICATIONS TO INCREASE ADMINISTRATIVE EFFICIENCY.**



Republic of the Philippines  
Province of Cavite

**CITY OF BACCOOR**

*Office of the Mayor*

February 23, 2023

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



**Thru: Atty. Khalid A. Atega, Jr.**  
Sangguniang Panlungsod Secretary

**Subject: Request for Authority to Enter Into and Sign the Memorandum of Agreement with City Advertising Ventures Corporation**

Dear Hon. Bautista-Mendiola:

As part of this administration's program of transformation and development for the City of Bacoor, the undersigned envisions to utilize information and marketing communication to increase administrative efficiency and provide a competitive quality of government services which will improve the lives of our fellow Bacooreños. In connection thereto, the City Advertising Ventures Corporation, a full service marketing communications company specializing in out-of-home media, signifies its intention to enter into agreement with the City of Bacoor to achieve its vision. Attached herewith is a draft Memorandum of Agreement with City Advertising Ventures Corporation for your immediate reference

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 abovementioned Memorandum of Agreement with City Advertising Ventures Corporation.

Sincerely yours,

**STRIKE B. REVILLA**  
City Mayor

Office of the Mayor  
Strike B. Revilla



SBR20230873







## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This *Memorandum of Agreement* ("Agreement") is entered into by and between:

**BACoor CITY GOVERNMENT**, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at The City of Bacoor Government Center, Molino Boulevard, Barangay San Nicolas II, Bacoor City Philippines, duly represented herein by its City Mayor, **HON. STRIKE B. REVILLA**, hereinafter referred to as the **FIRST PARTY**:

-and-

**CITY ADVERTISING VENTURES CORPORATION**, a company organized and existing pursuant to the laws of the Republic of the Philippines, with business address at 6th and 7th floor MG Tower, #75 Shaw Boulevard, Daang Bakal, Mandaluyong City, Metro Manila, duly represented herein by its President, **HOSPICIO G. NERI, JR.**, hereinafter referred to as the **SECOND PARTY**:

### WITNESSETH: That

**WHEREAS**, the **FIRST PARTY** owns lamp posts, footbridges, waiting sheds and other properties/spaces within Bacoor City which can serve as tools to generate additional revenue to the city as advertising media by way of display of advertising paraphernalia;

**WHEREAS**, on \_\_\_\_\_, the **SECOND PARTY** submitted a letter of intent to the Office of the City Mayor to undertake the task of marketing of advertising spaces within the City of Bacoor to prospective clients/advertisers;

**WHEREAS**, on \_\_\_\_\_, the City Mayor requested the City Council the authority to enter into and sign a memorandum of agreement with the **SECOND PARTY**.

**WHEREAS**, on \_\_\_\_\_, the City Council approved *Resolution No. \_\_\_\_*. A Resolution Authorizing the City Mayor, Honorable Strike B. Revilla, to enter into a Memorandum of Agreement with City Advertising Ventures Corporation, represented by its President, Hospicio G. Neri, Jr., for the Lease of City Owned Properties for Advertisements;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereto have agreed and stipulated as follows.

#### 1. OBLIGATIONS OF THE FIRST PARTY

- 1.1. The **FIRST PARTY** hereby designates the **SECOND PARTY** as **LESSEE** of various advertising mediums/structures in all primary, secondary and tertiary roads like **LAMPPOST/POST BANNERS**,



**DIRECTIONAL SIGNAGES, WAITING SHED SIGNAGES, LED BOARDS, MINI-BILLBOARDS, PEDESTRIAN OVERPASS SIGNAGES, WALL BILLBOARDS, LIGHBOXES, BACK LIT ADS, HOLLYWOOD/BUILD-UP ADS, AND VEHICULAR BRIDGEWAY SIGNAGES** for advertising purposes within the territorial jurisdiction and owned by the **FIRST PARTY**

- 1.2. The **FIRST PARTY** hereby authorizes the **SECOND PARTY** to remove or dismantle all advertising paraphernalia posted by unauthorized parties.

## **2. OBLIGATIONS OF THE SECOND PARTY**

- 2.1. The **SECOND PARTY**, shall be responsible for the production, installation and maintenance of all advertising media covered by this *Agreement* at no cost to the **FIRST PARTY**. Electrical consumption of these advertising paraphernalia shall be for the account of the **SECOND PARTY**.
- 2.2. The **SECOND PARTY** shall secure the required business permit/s and clearance/s and pay the necessary fees as required by the Revenue Code of Bacoor City, and thus, all precautionary measures and regulations pertaining to cleanliness, orderliness, beautification, peace and order and public safety shall likewise be strictly observed.
- 2.3. The **SECOND PARTY** shall coordinate with the office of the City Engineer prior to construction, installation, maintenance and dismantling of the various advertising materials to avoid the same being taken down and to prevent further inconvenience.
- 2.4. THE **SECOND PARTY** shall install and maintain **WAITING SHEDS** with WiFi and **LED BOARDS** in selected locations within the City of Bacoor to provide shelter to the commuting public, internet access and assist the City in its public information dissemination campaigns. In exchange, the **FIRST PARTY** shall allow the **SECOND PARTY** to install/air advertisements in these structures to help recoup the **SECOND PARTY**'s investment.
- 2.5. The **SECOND PARTY** is prohibited to display, install or advertise paraphernalia that do not conform to the moral, legal and ethical standards established by the advertising industry as well as policies of the **FIRST PARTY**.
- 2.6. The **SECOND PARTY** has the right to replace any or all authorized advertisements or paraphernalia. Provided, that costs of the replacements, as well as any other incidental expenses related thereto, shall be for the account of the **SECOND PARTY**. The **FIRST PARTY** shall answer for and hold the **SECOND PARTY** free and harmless from any liability, including but not limited to claims from third parties, arising from the replacement of all authorized advertisements or paraphernalia pursuant to this *Agreement*.





### 3. FORCE MAJEURE

Force Majeure Event shall occur if either party is unable to perform any of its obligations for any reason beyond its control, such as but not limited to: national emergencies, wars, hostilities, insurrections, civil commotions or rebellion, or apprehension or imminence of war (whether declared or not), blockade, hijacking, Acts of God, actions of any government or governmental authority, fire, flood, shortages of labor and materials, extraordinary contraction recession, epidemics and pandemic.

Should a Force Majeure Event make it impossible for either Party to perform its obligations under this *Agreement*, the Parties' respective obligations, including the payment of the fees for the use of the lamp posts, shall be suspended only for the duration of said Force Majeure Event.

The **SECOND PARTY** shall provide written notice within seven (7) working days from the occurrence of the Force Majeure Event to the **FIRST PARTY** stating the location and duration of said Force Majeure Event.

### 4. TERMINATION

4.1. Except as otherwise provided above, either Party may terminate this *Agreement*, subject to sixty days (60) days prior written notice, upon violation or non-compliance of obligations and/or the terms and conditions herein, including:

- a) False representation of warranty;
- b) Where a Party becomes voluntarily or involuntarily the subject of reorganization or liquidation proceedings under any bankruptcy or insolvency law, or other law or procedure for the relief of the financially distressed debtors, or is unable to, or admit in writing, its inability to pay its debts when due as they mature, or becomes insolvent or takes or suffers any action for its liquidation or dissolution, or has a receiver or liquidator appointed for all or a substantial part of its assets and in the event any such occurrence is involuntary, the action or proceeding against either Party remains pending for a period of thirty (30) business days; and
- c) Any other acts which compromise the mutual trust relationship of the Parties.

4.2. In case of breach or violation of this *Agreement* pursuant to *Clause 4.1* above, either Party is given at least sixty (60) days from receipt of the other Party's prior written notice to remedy the breach or violation. Only in case of failure to remedy the breach or violation of the *Agreement* within the foregoing before shall the *Agreement* be deemed terminated.



This *Agreement* shall take effect for a period of two (2) Years from execution of this MOA, subject to renewal upon mutual agreement of both Parties. The Parties shall negotiate with each other in good faith with respect to any extension of the term of this *Agreement* but not later than two (2) months prior to the expiration of the term. The **FIRST PARTY** grants the **SECOND PARTY** the right of first refusal and the right to match any bids by any **THIRD PARTY** concerning the subject matter of this *Agreement*.

IN WITNESS WHEREOF, the Parties have hereunto set their hands to this *Agreement* this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BACOR CITY GOVERNMENT**

**CITY ADVERTISING VENTURES CORPORATION**

By:

By:

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

**HOSPICIO G. NERI JR.**  
President

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared the following:

Name	Valid Identification	Date/Place Issued
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known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is free and voluntary act and deed.

This instrument refers to Memorandum of Agreement, consisting of \_\_ ( ) pages including this page whereon this acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page thereof and sealed by my notarial seal.

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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2023.