



Republic of the Philippines  
Province of Cavite  
City of Bacoor

CGBCR-SPBac-F003.00  
10/20/2023

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

### COMMITTEE ON AGRICULTURE & FOOD

AND

### COMMITTEE ON ENVIRONMENT & NATURAL RESOURCES

## JOINT COMMITTEE HEARING REPORT

NO. AAF008-2024

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**SUBJECT: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH TRIPLE T ANIMAL SUPPORT ACTIVITIES, INC., FOR THE ESTABLISHMENT OF CENTRAL SLAUGHTERHOUSE IN MOLINO 1. PCR 504-2024 dated 05 February 2024.**

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The committee on Agriculture & Food chaired by Hon. Simplicio G. Dominguez respectfully reports that:

On 29 January 2024, the City Mayor endorsed a letter to Sangguniang Panlungsod, addressing Hon. Vice Mayor Rowena Bautista-Mendiola, " A Resolution Authorizing the City Mayor, to sign a MOA on behalf of the City Government of Bacoor with TRIPLE T ANIMAL SUPPORT ACTIVITIES, INC., for the Establishment of Central SlaughterHouse in Molino 1.

#### FINDINGS:

The purpose of the aforementioned agreement is to support the city's desire to safeguard the meat and cattle industries from the devastating effects of infectious illnesses in order to hasten the industry's growth and development.

#### RECOMMENDATION:

The Bacoor City Government is aware that effective control, prevention, and eradication of major infectious illnesses in the city will require the combined efforts of national and local government departments and offices. The Department of Agriculture's National Meat Inspection Commission is in charge of establishing regulations and overseeing the correct preservation, inspection, and sale of livestock products at different phases.

The joint committee has reviewed the draft MOA and respectfully recommends the **APPROVAL** to pass the requested Resolution.



Republic of the Philippines  
Province of Cavite  
City of Bacoor

CGBCR-SPBac-F003.00  
10/20/2023

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

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

Signed this 15th day of February 2024 at the City of Bacoor, Cavite.

**COUN. SIMPLICIO DOMINGUEZ**  
Chairman – Agriculture & Food

**COUN. MICHAEL SOLIS**  
Vice Chairman – Agriculture & Food

**COUN. REYNALDO PALABRICA**  
Member – Agriculture & Food

**COUN. LEVY TELA**  
Chairman – Environment & Natural Resources

**COUN. REYNALDO FABIAN**  
Vice Chairman-Environment & Natural Resources

**COUN. ADRIELITO GAWARAN**  
Member-Environment & Natural Resources



Republic of the Philippines  
Province of Cavite  
City of Bacoor

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

COMMITTEE ON AGRICULTURE & FOOD  
AND  
ENVIRONMENT & NATURAL RESOURCES

### JOINT COMMITTEE MINUTES NO. AAF008 - S-2024

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**SUBJECT: 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 TRIPLE T ANIMAL SUPPORT ACTIVITIES, INC., FOR THE ESTABLISHMENT OF CENTRAL SLAUGHTERHOUSE IN MOLINO 1. PCR 504-2024 dated 05 February 2024.**

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Hon. Rowena Bautista Mendiola, Presiding Officer, called the 78<sup>th</sup> Regular Session to Order.

Atty. Khalid Atega Jr., Secretary of the Sangguniang Panlungsod, proceeded with the roll call, the approval of the Journal and Minutes of the 77<sup>th</sup> Regular Session, and the reading of the Regular referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

On motion by Honorable Reynaldo Palabrica which was unanimously seconded by the majority of the Honorable Members of Sangguniang Panlungsod, the internal rules were suspended.

Upon reading and referral of Agenda Item No. G.24-PCR- 504-2024-"**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH TRIPLE T ANIMAL SUPPORT ACTIVITIES, INC., FOR THE ESTABLISHMENT OF CENTRAL SLAUGHTERHOUSE IN MOLINO 1.**" Honorable Simplicio G. Dominguez moved the approval for the MOA on the Establishment of Central Slaughterhouse in the City of Bacoor.

Review for the said subject was done. After the sharing of ideas, the Committee agreed that this will bolster the need of the City to protect the livestock and meat industry against the ravages of communicable diseases.

Prepared By:

  
JOCELYN R. BAUTISTA  
Staff

Attested By:

  
COUN. SIMPLICIO G. DOMINGUEZ  
Chairman  
Committee on Agriculture & Food





Republic of the Philippines  
Province of Cavite  
City of Bacoor

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

**Joint Committee on Agriculture & Food  
And  
Environment & Natural Resources**

**ATTENDANCE OF JOINT COMMITTEE HEARING**

(February 15, 2024 at 1:30 p.m.)  
(Office of Coun. Dominguez)

**Subject: RESOLUTION AUTHORIZING THE CITY MAYOR HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH TRIPLE T ANIMAL SUPPORT ACTIVITIES, INC., FOR THE ESTABLISHMENT OF CENTRAL SLAUGHTERHOUSE IN MOLINO 1.**

| NAME                      | BUSINESS/OF FICE AFFILIATION | CONTACT NUMBER | SIGNATURE/DATE                               |
|---------------------------|------------------------------|----------------|--|
| COUN. SIMPLICIO DOMINGUEZ | SP                           | LOCAL 5415     | <i>[Signature]</i>                           |
| COUN. REYNALDO PALABRICA  | SP                           | LOCAL 5408     | <i>[Signature]</i>                           |
| COUN. LEVY TELA           | SP                           | LOCAL 5418     | <i>[Signature]</i> 2/12/2024                 |
| COUN. MICHAEL SOLIS       | SP                           | LOCAL 5421     | <i>[Signature]</i> 02/12/2024 3:35 PM        |
| COUN. REYNALDO FABIAN     | SP                           | LOCAL 5409     | <i>[Signature]</i> 2-12-24                   |
| ATTY. KIM LOFRANCO        | LEGAL OFFICE                 | 415            | <i>[Signature]</i> 2/12/24                   |
| MA. TERESITA T. TAGLE     |                              |                | <i>[Signature]</i> UEquipado 2/12/24 3:30 PM |
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Republic of the Philippines  
Province of Cavite  
City of Bacoor

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

**Joint Committee on Agriculture & Food  
And  
Committee On Environment & Natural Resources**

**NOTICE OF COMMITTEE HEARING  
(PROOF OF RECEIPT)**

(February 15, 2024 at 1:30 pm)  
(MSBR Conference Room)

**Subject: PCR 504-2024 – A RESOLUTION AUTHORIZING THE CITY MAYOR HON. STRIKE REVILLA TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOD WITH TRIPPLE T ANIMAL SUPPORT ACTIVITIES, INC., FOR THE ESTABLISHMENT OF CENTRAL SLAUGHTERHOUSE IN MOLINO 1. Referred February 12, 2024**

| NAME                                | BUSINESS/OFFICE AFFILIATION                        | CONTACT NUMBER | SIGNATURE/DATE  |
|-------------------------------------|--|----------------|-----------------|
| Coun. Reynaldo Palabrica            | SP   | 5408           |                 |
| Coun. Michael Solis                 | SP   | 5421           |                 |
| Coun. Adrielito Gawaran             | SP   | 5422           |                 |
| Coun. Levy Tela                     | SP   | 5418           | Revilla 2-19-24 |
| Coun. Reynaldo Fabian               | SP   | 5410           |                 |
| Coun. Rogelio Nolasco               | SP   | 5419           |                 |
| Atty Kim Lofranco                   | City legal Office                                  | 5411           |                 |
| Mr. Allan Chua                      | City Agriculture Office                            |                |                 |
| Mr. Rolando Vocalan                 | CENRO  |                |                 |
| Ms. Teresa T. Tagle                 | Triple T Animal Support Activities, Inc.-President |                |                 |
| Brgy Captain Jeo Dominguez          | Molino 1   |                |                 |
| <del>Atty. RAFAEL J. BAUTISTA</del> | <del>Legal Counsel-Trippl</del>                    |                |                 |
| <del>EMILIE L. CHUIDIAN</del>       | <del>TRIPPLE T.</del>                              |                |                 |
| <del>Coun. Ramon Montiel</del>      |  |                |                 |
| <del>MELINDA MONTIEL JR.</del>      |  |                |                 |
| <del>CABIL BORDO T.</del>           |  |                |                 |
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Republic of the Philippines  
Province of Cavite  
City of Bacoor

5<sup>th</sup> SANGGUNIANG PANLUNGSOD

Committee on Agriculture & Food  
And  
Committee On Environment & Natural Resources

ATTENDANCE OF JOINT COMMITTEE HEARING  
(PROOF OF RECEIPT)

(February 15, 2024 at 1:30 pm)  
(MSBR Conference Room)

Subject: PCR 504-2024 – A RESOLUTION AUTHORIZING THE CITY MAYOR HON. STRIKE REVILLA TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH TRIPLE T ANIMAL SUPPORT ACTIVITIES, INC., FOR THE ESTABLISHMENT OF CENTRAL SLAUGHTERHOUSE IN MOLINO 1. dated February 12, 2024

| NAME                                   | BUSINESS/OFFICE AFFILIATION | CONTACT NUMBER | SIGNATURE/DATE |
|--|-----------------------------|----------------|----------------|
| James P. Anagnost                      | CESD                        | 09127738209    |                |
| ARLAN G. CACUA                         | OAS                         | 09351247613    |                |
| SHERWIN G. GERASPE                     | DSI                         | 0977-711-2108  |                |
| CRISTI EDNA T.                         | HGU                         | 0905-3423294   |                |
| PROFESSOR RUBEN JR<br>(Ramon) B. BACOR |                             | 091 613 42095  |                |
| ARLENE L. FERRER                       |                             | 0915 3404048   |                |
| ANGIE RAFFEL J. BARRERA                | Legal Counsel-Triple T      | 09672775655    |                |
| MA TERESA T. JABLE                     | TRIPLE T ANIMAL SUPPLY      |                |                |
| EMILIE L. CHUIDIAN                     | - also -                    |                |                |
|  |                             |                |                |
|  |                             |                |                |
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Republic of the Philippines  
Province of Cavite  
City of Bacoor

**5<sup>th</sup> SANGGUNIANG PANLUNGSOD**  
**COMMITTEE ON AGRICULTURE & FOOD**  
**and**  
**COMMITTEE ON ENVIRONMENT & NATURAL RESOURCES**

**PHOTOS DURING THE COMMITTEE HEARING**  
**AAF008-2024**

**Subject: : A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH TRIPLE T ANIMAL SUPPORT ACTIVITIES, INC., FOR THE ESTABLISHMENT OF CENTRAL SLAUGHTERHOUSE IN MOLINO 1. PCR 504-2024 dated 05 February 2024.**





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Province of Cavite  
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### 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

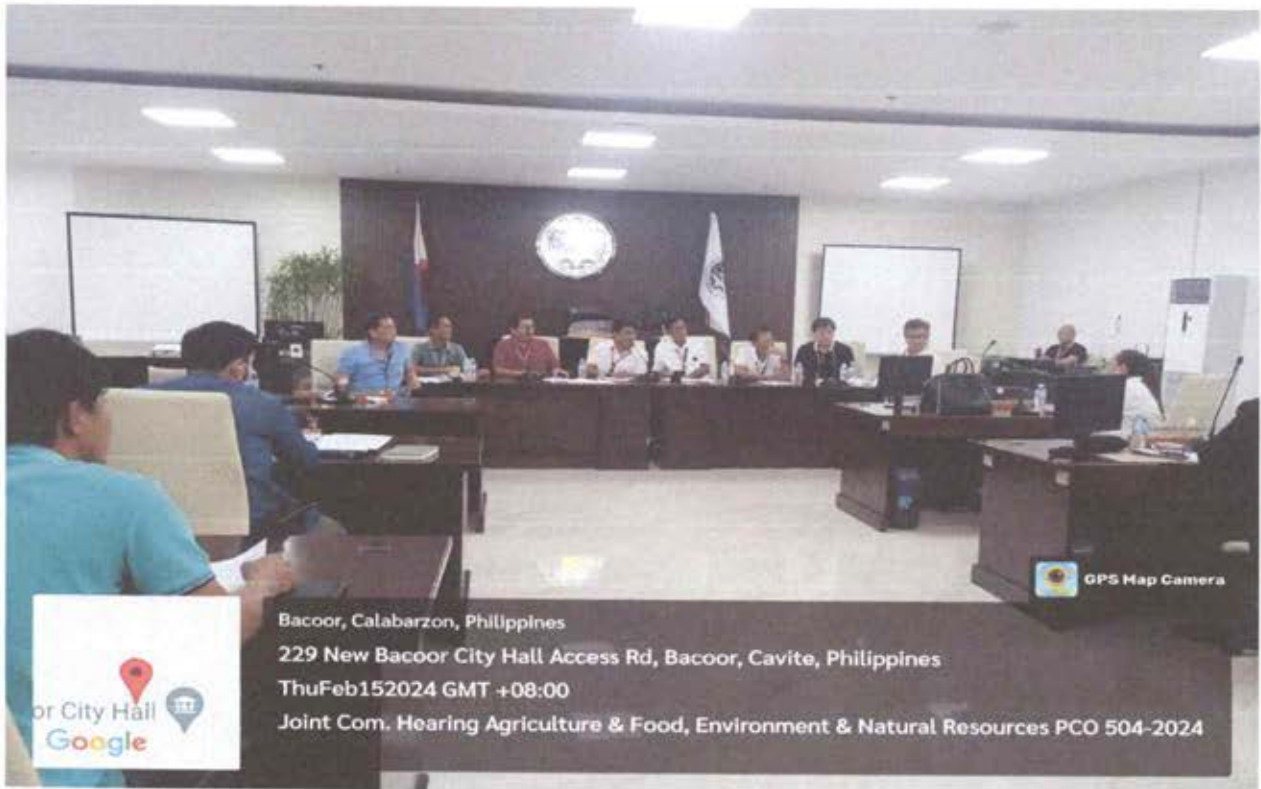






Republic of the Philippines  
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### 5<sup>th</sup> SANGGUNIANG PANLUNGSOD



Bacoor, Calabarzon, Philippines  
229 New Bacoor City Hall Access Rd, Bacoor, Cavite, Philippines  
ThuFeb152024 GMT +08:00  
Joint Com. Hearing Agriculture & Food, Environment & Natural Resources PCO 504-2024



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Republic of the Philippines  
Province of Cavite  
**CITY OF BACOR**

*Office of the Mayor*

January 29, 2024

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

OFFICE OF THE  
SANGGUNIANG PANLUNGSOD  
RECEIVED  
BY: RUTH  
DATE: 2/1/2024 TIME: 5:03 pm  
BACOR CITY, CAVITE

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

**Subject: Request for Authority to Enter Into and Sign the  
Memorandum of Agreement with Triple T Animal Support  
Activities, Inc. for the Establishment of Central  
Slaughterhouse in Molino 1**


Dear Hon. Bautista-Mendiola:

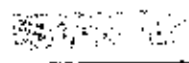
I hereby endorse to the esteemed members of the Sangguniang Panlungsod the Indorsement, dated 24 January 2024, issued by the Office of the City Administrator, relative to the execution of Memorandum of Agreement with Triple T Animal Support Activities, Inc. for the establishment of Central Slaughterhouse in Molino 1, Bacoor. The said agreement aims to bolster the need of the City to protect the livestock and meat industry against the ravages of communicable diseases in order to accelerate the growth and development of the said industry.

Attached herewith is the aforementioned indorsement, including the draft Memorandum of Agreement, for your immediate reference.

Sincerely yours,

  
**STRIKE B. REVILLA**  
City Mayor

Office of the Mayor **STRIKE**  
Strike B. Revilla  
  
SBR20240578





# MEMORANDUM OF AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "**Agreement**") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "**Effective Date**") in Bacoor City, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit created and existing under 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, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. \_\_\_\_\_, Series of \_\_\_\_\_, approved \_\_\_\_\_ of the City Council of Bacoor City, Cavite, hereinafter referred to as the "**LGU BACOOR**"

-and-

The **TRIPLE T ANIMAL SUPPORT ACTIVITIES, INC.**, a private corporation duly organized and existing by virtue of Philippine laws with principal office address at Lot 5330-A-1 Molino Road, Molino I, Bacoor City, Cavite, represented herein by its President, **MA. TERESA T. TAGLE**, herein referred to as the "**SECOND PARTY**".

The term "Party" shall mean either LGU BACOOR or the SECOND PARTY, while the term "Parties" shall mean LGU BACOOR and the SECOND PARTY, collectively.

## WITNESSETH:

**WHEREAS**, Section 15, Article II under the Declaration of Principles of the 1987 Philippine Constitution states that "The State shall protect and promote the right to health of the people and instill health consciousness among them";

LGU Bacoor

Second Party

Witness

Witness

**WHEREAS**, Section 10 of Republic Act No. 9296, otherwise known as 'An Act Strengthening the Meat Inspection System in the Country, Ordaining for the Purpose a 'Meat Inspection Code of the Philippines' and for Other Purposes' provides that the Local Government Units, pursuant to the provisions of RA 710 otherwise known as the Local Government Code and Executive Order No. 137, shall regulate the construction, management, and operation of slaughterhouses, meat inspection, meat transport and post abattoir control, monitor and evaluate and collect fees and charges in accordance with the national policies, procedures, guidelines, rules and regulations and quality and safety standards as promulgated by the Secretary;

**WHEREAS**, Section 11 of Republic Act No. 9296 further provides that the Local Government Units shall have full and complete authority over the activities mentioned in the immediately preceding section as the authority to evaluate and implement duly prescribed national meat standards within their respective territorial jurisdiction;

**WHEREAS**, Section 458 (a) (3) (vii) and (5) (ii) (iv) of the Local Government Code of 1991 provides that the Sangguniang Panlungsod shall enact ordinances that shall regulate the sale of meat, fish, vegetables, fruits, fresh dairy products, and other foodstuffs for human consumption, establish or regulate the construction and operation of public markets, slaughterhouses or animal corrals, or grant a franchise to any person to establish and operate the same as may be allowed by existing laws; and to levy, assess, collect taxes, fees, and charges as may be necessary for these purposes;

**WHEREAS**, RA 7394, otherwise known as the Consumer Act of the Philippines, provides that the Department of Agriculture shall inspect and analyze consumer products related to agriculture to determine conformity to establish quality and safety standards;

**WHEREAS**, the National Meat Inspection Commission (NMIC) of the Department of Agriculture, created under Presidential Decree No. 7 and Letter of Instruction No. 16, is responsible for promulgating specific policies and livestock products through various stages of the marketing and proper preservation and inspection of such products;

**WHEREAS**, there is a need to harmonize the purposes and powers of the City of Bacoor, the various provisions of the Local Government Code of 1991, the Consumer Act of the Philippines, and the role of the National Meat Inspection Services (NMIS), in the establishment, operation, and the regulation of slaughterhouses, livestock and meat inspection and imposition and collection of fees and other charges rendered thereon;



**WHEREAS**, there is a need to protect the livestock industry against the ravages of communicable diseases in order to accelerate its growth and development;

**WHEREAS**, communicable diseases like Foot and Mouth Disease, a highly contagious viral disease that affects cloven-footed animals, have hit the country in the past in epidemic proportions to the detriment of the livestock industry, in particular, and the economy, in general;

**WHEREAS**, the Bacoor City Government is cognizant of the fact that joint efforts of national and local government agencies and offices are necessary to effectively control, prevent, and eradicate these communicable diseases in the City;

**WHEREAS**, Section 17 (a) (4) (ix) of RA 7160, otherwise known as the Local Government Code of 1991, states that:

(a) Local Government Units shall endeavor to be self-reliant and shall continue exercising the powers and discharging the duties and functions currently vested upon them. They shall also discharge the functions and responsibilities as are necessary, appropriate, or incidental to the efficient and effective provision of the basic services and facilities enumerated therein;

(b) Such basic services and facilities include but are not limited to:

(4.) For a City

(ix) Public Markets, slaughterhouses, and other city enterprises;

**WHEREAS**, Section 489 (a) (2) (3) (i) (iii) (v) of the same code provides that there shall be a local Veterinarian in every city who shall advise the City mayor on all matters pertaining to the slaughter of animals for human consumption and regulate slaughterhouses; regulate and inspect poultry; milk; dairy products for public consumptions;

**WHEREAS**, on \_\_\_\_\_, City Ordinance No. \_\_\_\_\_ was enacted, creating a central slaughterhouse in the City of Bacoor where all meats being sold within the City shall be slaughtered;

**WHEREAS**, the SECOND PARTY manages and operates the existing slaughterhouse in the City of Bacoor;

**WHEREAS**, it would be beneficial for the government if this existing slaughterhouse were renovated and further improved to cater to the butchery needs of the City of Bacoor and the increase in demand created by the enactment of City Ordinance No. \_\_\_\_\_;

**WHEREAS**, public-private partnership (PPP) is now being adopted by the government to expedite the development and utilization of the country's available resources;

**WHEREAS**, the parties concerned have willingly and jointly pledged to extend full support and cooperation in the implementation, operation, and management of the Central Slaughterhouse to give life to the purpose of City Ordinance No. \_\_\_\_\_;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree and bind themselves to the following:

## **ARTICLE 1 THE PROJECT**

**Section 1.** The project shall be implemented strictly in accordance with City Ordinance No. \_\_\_\_\_, Local Government Code, Public-Private Partnership laws, and other relevant laws, rules, and regulations.

**Section 2.** This MOA shall cover the establishment, improvement, renovation, and management of one slaughterhouse in the City of Bacoor that will be called the "Central Slaughterhouse". The Central Slaughterhouse will be the sole slaughterhouse permitted to operate within the City of Bacoor. The Central Slaughterhouse is where all meats that are to be sold within the City of Bacoor are required to be slaughtered.

**Section 3.** The expected outcome of the Agreement is the establishment of a sole slaughterhouse in the City of Bacoor. Further, the Parties' respective obligations, undertakings, profit sharing, etc. in the management and maintenance of the Central Slaughterhouse shall also be detailed in this Agreement.



**ARTICLE 2  
SCOPE OF COOPERATION**

**Section 1.** The cooperation of the LGU BACCOOR and the SECOND PARTY shall include:

- a. The establishment of one slaughterhouse within the City of Bacoor that will be called the Central Slaughterhouse;
- b. The management, maintenance, improvement, and renovation of the Central Slaughterhouse;
- c. The rules and regulations for the day-to-day operations of the Central Slaughterhouse;
- d. The detailing of the expenses, losses, taxes, fees, and other charges incurred by the operations of the Central Slaughterhouse;
- e. The collection, distribution, and remittance of fees collected for the use of the Central Slaughterhouse; and
- f. The compliance of the Central Slaughterhouse, its employees and workers, clients and/or end-users with the applicable laws, rules, regulations, policies, and guidelines.

**ARTICLE 3  
REPRESENTATION AND WARRANTIES**

**Section 1.** Each Party hereby represents and warrants to the other Party that:

- a. 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;
- b. 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

- LGU Bacoor
- Second Party
- c. 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.
  - d. The SECOND PARTY shall hold the LGU BACCOOR, 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.

#### **ARTICLE 4 OBLIGATIONS OF THE PARTIES**

##### **Section 1. Common Obligation**

- Witness
- a. All Parties involved in this Agreement shall assign appropriate personnel at all levels who will implement the roles as stipulated in this Agreement;
  - b. The signatories herein identified from each organization are authorized to sign for and on behalf of the party he/she represents and
  - c. Neither Party shall act as an agent or representative of the other Party in any transaction. The employees, contractors, consultants, and agents of one Party shall have no contractual relationship with the other party.

##### **Section 2. LGU BACCOOR shall:**

- Witness
- a. Guarantee that only one slaughterhouse will operate within the City of Bacoor;
  - b. Take the necessary steps to close, demolish, and prosecute any establishment that operates a business similar to the Central Slaughterhouse;
  - c. Ensure the strict enforcement of City Ordinance No. \_\_\_\_\_, specifically, that all meats that are to be sold within the City of Bacoor must be slaughtered in the Central Slaughterhouse;
  - d. Undertake to perform all of its obligations under City Ordinance No. \_\_\_\_\_;

LGU Bacoor

Second Party

Witness

Witness

- e. Ensure the enforcement of all applicable laws, rules, regulations, policies, and guidelines relating to the establishment and maintenance of a slaughterhouse;
- f. Guarantee to assist the SECOND PARTY in its needs for the operations, maintenance, and improvement of the Central Slaughterhouse;
- g. Set the fees to be collected for all the clients/users of the Central Slaughterhouse;

**Section 3. The SECOND PARTY shall:**

- a. Operate, maintain, and, when necessary, improve and renovate the Central Slaughterhouse;
- b. Guarantee compliance with the requirements set forth under City Ordinance No. \_\_\_ and all applicable laws, rules, regulations, policies, and guidelines relating to the operations and maintenance of a slaughterhouse;
- c. Be solely responsible for all the financial expenses incurred in the operations, maintenance, and improvement of the Central Slaughterhouse;
- d. Be solely responsible for all the fees and charges relating to the acquisition of the necessary permits, licenses, etc;
- e. Be solely responsible for all losses directly related to or incidental to the operations, maintenance, and improvement of the Central Slaughterhouse.
- f. Collect the fees from the clients/users of the Central Slaughterhouse based on the fees approved by the City of Bacoor;
- g. Be responsible for keeping a book of accounts, recording all fees collected all expenses incurred, and calculating the net profit;
- h. Guarantee to the LGU BACOOR the right to access and review its books of accounts and other related financial documents, provided that a prior written notice is given and provided further that the review of book of accounts shall be conducted in the presence of an authorized representative of the SECOND PARTY and on business hours only.

**ARTICLE 5  
FUNDING AND PROFIT SHARING**

**Section 1. The SECOND PARTY shall be solely responsible for funding the operations, maintenance, improvement, and/or renovation of the Central Slaughterhouse. LGU BACOOR shall not have any financial responsibility for any concerns of the Central Slaughterhouse.**



LGU Bacoor

**Section 2.** For purposes of this Agreement, any and all amounts received by the SECOND PARTY directly or incidentally to the operations of the Central Slaughterhouse after deduction of expense shall be eligible for profit sharing (Net-Profit). Profits shall be calculated based on sales and other amounts received directly or incidental to the operations of the Central Slaughterhouse minus expenses for the given period, leveraging Generally Accepted Accounting Principles.

**Section 3.** For the first five (5) years from the execution of this Agreement, LGU BACOOR's profit share shall be for ten percent (10%) of the net profit as defined in Section 2 of this Article.

**Section 4.** After the lapse of the fifth year, the Parties may renegotiate the percentage for the profit sharing. If no written agreement is entered into within three (3) months after the fifth year, it is hereby assumed that the same percentage shall be applied for the profit sharing.

**Section 5.** After the lapse of the fifth year, negotiations on the percentage for the profit sharing may be made at any time.

**Section 6.** Any revisions to this Article or the percentage of profit sharing shall not require any Sanguniang Panlungsod Resolution or City Ordinance, as long as the revision is in writing, signed by both Parties, and does not decrease the percentage of profit sharing stated in this Article.

Second Party

**ARTICLE 6  
REMITTANCE OF PROFIT SHARE**

Witness

**Section 1.** For accounting and transparency purposes, the SECOND PARTY shall keep a book of accounts for all payments received. The book of accounts shall also contain all expenses, taxes, and fees incurred in the operations of the Central Slaughterhouse.

**Section 2.** In determining the profit share, the SECOND PARTY shall prepare an accounting document on a monthly basis showing the daily income received for the said period, the expenses incurred, and the corresponding profit for every particular day of the said month. For purposes of this Article, a day is considered to start at midnight and ends at 11:59 PM of a said date.

**Section 3.** The SECOND PARTY shall transmit the Accounting Document to the Accounting Department of the LGU BACOOR on the 5<sup>th</sup> day of the immediately succeeding month covered by the said document. Thereafter, the LGU BACOOR has ten (10) days within

Witness

which to confirm the accuracy of the computation of the amount of profit share.

LGU Bacoor

**Section 4.** If there is no discrepancy, question, or clarification on the Accounting Document, LGU BACOOR must communicate the same to the SECOND PARTY within the ten (10) day period referred to in the immediately preceding section. The lapse of the 10-day period without any notice or communication from the LGU BACOOR shall render the computation of the amount of profit share indicated in the Accounting Document accurate and without issue.

Second Party

**Section 5.** The SECOND PARTY shall transfer to LGU BACOOR the corresponding profit share, based on the Net-Profit as covered by three Accounting Documents, on a quarterly basis or on the 10<sup>th</sup> day of the fourth month following the Effective Date of this Agreement and on the 10<sup>th</sup> day of succeeding fourth month thereafter. In case the said date falls on a Saturday, Sunday or a declared holiday, the remittance of profit shall be transferred on the next business day immediately following the said Saturday, Sunday or declared holiday.

**Section 6.** In case there are discrepancies, questions, or clarification on the Accounting Document, LGU BACOOR must communicate the same immediately upon discovery to the SECOND PARTY. Thereafter, the SECOND PARTY has three (3) days from receipt thereof to explain, clarify, and correct such discrepancy. If there is a need, a new Accounting Document for such date shall be released, and the process stated in this Article shall be followed.

Witness

**Section 7.** Once the explanation, clarification, and correction are settled by both Parties, the SECOND PARTY has 24 hours within which to transfer the correct amount of profit share due to LGU BACOOR should there have been any discrepancy found. The amount shall be released in cash/check/bank transfer and given to the Office of the City Treasurer.

Witness

**Section 8.** For purposes of Accounting, the LGU BACOOR may require additional documents, and the SECOND PARTY undertakes to submit such documents to the LGU BACOOR. Further, the SECOND PARTY undertakes that it will allow the LGU BACOOR or its authorized representative to access and review the book of accounts related to the operations of the Central Slaughterhouse, provided that a prior written notice is given and provided further that the review of book of accounts shall be conducted in the presence of an authorized representative of the SECOND PARTY and on business hours only.

**ARTICLE 7  
REPORTING AND INSPECTION OF RECORDS**

**Section 1.** Apart from the Accounting Document and other accounting reports that may be required by LGU BACCOOR from the SECOND PARTY, the latter shall submit monthly reports as to the status of the Central Slaughterhouse operations.

**Section 2.** LGU BACCOOR shall have the right to inspect and audit all financial records kept by the SECOND PARTY in relation to the Central Slaughterhouse, provided there has been a prior written notice and the inspection or audit shall be conducted on reasonable hours of a given day, during and after the implementation of the project. The SECOND PARTY shall make all records available upon demand thereof by LGU BACCOOR.

**ARTICLE 8  
TERMINATION**

**Section 1.** This Agreement shall commence from the effective date stated herein and shall continue to be effective until otherwise sooner terminated based on the provisions of this Agreement and applicable laws.

**Section 2.** This Agreement may be terminated based on the following conditions:

- a. Mutual agreement
- b. Material breach
- c. Fraud, misrepresentation, negligence by one Party
- d. Second Party is declared insolvent
- e. Any similar causes

**Section 3.** In cases of material breach, fraud, misrepresentation or negligence by one Party, nothing in this Agreement prevents the Innocent Party from seeking redress to recover losses incurred due to the actions, omissions, and/or negligence of the Guilty Party.

**ARTICLE 9  
GENERAL PROVISIONS**

**Section 1.** 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, natural calamities, public health emergencies, 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 2.** This Agreement embodies the entire representations, agreements, and conditions about the subject matter hereof and no representations, understandings, or Agreements, oral or otherwise, in relation thereto exist between the parties except as herein expressly set forth. The Agreement may not be amended or terminated orally but only as expressly provided herein or by an instrument in writing duly executed by the Parties hereto.

**Section 3.** Should any provision of this Agreement be declared invalid, the same shall not affect the remainder thereof unless such declaration renders the continuation of this Agreement legally impossible.

**Section 4.** Parties hereto represent and warrant in favor of each other that each has a full power, authority, and legal right to enter into, execute, deliver, and perform this Agreement.

**Section 5.** This Agreement and the various rights and obligations arising hereunder shall inure only to the benefit of and be binding upon the parties hereto.

**Section 6.** 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 the contracted Parties only if made by the mutual consent in writing and signed by the 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 contract, all previous verbal and/or written arrangements concerning the subject of this contract shall be considered null and void.

**Section 7.** The Parties shall sign, execute, and deliver all such deeds, documents, instruments, and assurances and do all acts, matters, and things as shall be reasonably necessary or desirable to give full effect to this Agreement.

**Section 8.** The relationship of the Parties under and in relation to this Agreement shall be limited to the matters herein contained, and nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for

the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.

1610 Bacoor

**Section 9.** Each Party shall defend, indemnify, and hold harmless the other Party, its officers, directors, employees, agents, and representatives from any and all claims, losses, damages, liabilities, costs, expenses, or suits for injury to persons, damages, or loss of properties, arising or resulting from any breach of their individual warranties made as embodied in this MOA or due to negligence or recklessness of their respective agents, representative or employees;

Second Party

**Section 10.** The Parties also agree that both shall exert utmost effort in settling any dispute amicably and peacefully. In the event that the parties are unable to settle the dispute amicably and resort to any judicial relief be made in order to enforce any of the Parties' rights and/or the terms and conditions of the Agreement, the Aggrieved Party shall be entitled to recover ATTORNEY'S FEES from the Defaulting Party in the amount equivalent to TWENTY-FIVE PERCENT (25%) of the amount claimed in addition to the Cost of Suit and other litigation expenses, which the law and the court may deem reasonable to award.

Witness

**Section 11.** 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, registered mail or private courier, 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.

Witness

**Section 12.** This Agreement shall be construed and enforced under the laws of the Republic of the Philippines. All suits arising from this Agreement's interpretation and/or violation shall be exclusively settled and/or litigated in the proper courts of Bacoor City to the exclusion of all other courts.

(Signature and acknowledgment pages follow)

**IN WITNESS WHEREOF**, the parties hereunto affixed their hands in signature together with their instrumental witnesses this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in the City of Bacoor, Province of Cavite.

**CITY GOVERNMENT  
OF BACOOR**

By:

**TRIPLE T ANIMAL SUPPORT  
ACTIVITIES, INC.**

By:

**Hon. STRIKE B. REVILLA**

*City Mayor*

City Resolution No. \_\_\_\_

Series of \_\_\_\_

**MA. TERESA T. TAGLE**

*President*

SIGNED IN THE PRESENCE OF:

**ATTY. AIMEE TORREFRANCA-  
NERI**

*City Administrator*

Office of the City Administrator

**EMILIE L. CHUIDIAN**

*Admin*



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
City of Bacoor, Cavite) S.S.

**BEFORE ME**, a Notary Public for and in the City of Bacoor, Province of Cavite, this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, personally appeared the following persons:

| Name                   | Competent Proof of Identity | Date/Place Issued & Expiration     |
|------------------------|-----------------------------|------------------------------------|
| HON. STRIKE B. REVILLA | CRN No. 006-0009-6707-9     | -                                  |
| MA. TERESA T. TAGLE    | Passport No. P9004086B      | DFA Manila; Until 17 February 2032 |

known to me, and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed as well as those of the entities that they represent. The foregoing Agreement consisting of fourteen (14) pages including this page where the acknowledgment appears has been signed by the parties and their instrumental witnesses on each page hereof.

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

**NOTARY PUBLIC**

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