



COMMITTEE ON PEACE AND ORDER & PUBLIC SAFETY

COMMITTEE REPORT
NO. POPS-032-S-2024

Office of the Sangguniang Panlungsod
Received by Janet Pring
Date: 6/21/2024
Time: 10:00 AM

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH PACIFIC PAINT (BOYSEN) PHILIPPINES INC. REGARDING THE FREE RE-PAINTING OF SELECTED PEDESTRIAN FOOTBRIDGES AND FLYOVERS IN THE CITY OF BACOOR. (PCR No. 600-2024) dated June 18, 2024.*

After a thorough review of the documents presented regarding the above-mentioned subject matter, a close coordination and consultation with all the members of the council, the undersigned arrived at a conclusion that all the documents are in order.

Thus, the committee respectfully reports that:

1. The City Government of Bacoor and Boysen Phil. Inc. recognize the need to establish partnership and cooperation between the government and private sector for the effective implementation of the City of Bacoor's development plans.
2. Boysen offered to re-paint selected pedestrian footbridges and flyovers in the City of Bacoor, free of charge, as determined and approved by the LGU Bacoor.
3. LGU Bacoor agrees to assist Boysen while the re-painting works are ongoing.
4. The three-year period shall commence from the effective date of this agreement.
5. This agreement shall not be altered or amended except by a written instrument signed by duly representatives of the parties.
6. Unless otherwise revoked or terminated by either party, this agreement shall take effect upon its execution and shall be binding for a period of three (3) years to commence from the effectivity date and shall automatically expire on September 21, 2027, subject to extension.
7. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors-in-interest and assigns.





RECOMMENDATION:

In view thereof, the committee respectfully **RECOMMENDS** that a resolution be passed by the Sangguniang Panlungsod authorizing the City Mayor, Hon. Strike B. Revilla, to sign the memorandum of agreement on behalf of the City Government of Bacoor with Boysen Phil. Inc. regarding the free re-painting of selected pedestrian footbridges and flyovers in the City of Bacoor

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

Signed this 19th day of June 2024 at the City of Bacoor, Cavite.

COMMITTEE ON PEACE AND ORDER & PUBLIC SAFETY



COUN. ALEJANDRO F. GUTIERREZ
Chairman



COUN. REYNALDO PALABRICA
Vice Chairman



COUN. MICHAEL SOLIS
Member



COUN. ALDE JOSELITO PAGULAYAN
Member





COMMITTEE ON PEACE AND ORDER & PUBLIC SAFETY

COMMITTEE HEARING MINUTES
NO. POPS-032-S-2024

Office of the Sangguniang Panlungsod
Received by: *[Signature]*
Date: 6/18/2024
Time: 10:10 am

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH PACIFIC PAINT (BOYSEN) PHILIPPINES INC. REGARDING THE FREE RE-PAINTING OF SELECTED PEDESTRIAN FOOTBRIDGES AND FLYOVERS IN THE CITY OF BACOOR. (PCR No. 600-2024) dated June 18, 2024.*

During the council's regular session on June 18, 2024, Coun. Alejandro F. Gutierrez moved for the approval of a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the Memorandum of Agreement on behalf of the City Government of Bacoor with Pacific Paint (Boysen) Philippines Inc. regarding the free re-painting of selected pedestrian footbridges and flyovers in the City of Bacoor. Since the internal rules were already suspended, the motion met no objection and was unanimously seconded by the council. It was deemed approved by the Chair.

Prepared By:

[Signature]
MA. CRISTINA A. GOROSPE
Local Legislative Staff Asst. 1

Attested By:

[Signature]
COUN. ALEJANDRO F. GUTIERREZ
Chairman
Committee on Peace and Order &
Public Safety



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

The **CITY GOVERNMENT OF 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 address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, duly represented by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority duly conferred and embodied under City Resolution No. _____ Series of 20____, approved by the City Council of Bacoor dated _____, and hereinafter referred to as "**LGU BACCOOR**"

and

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

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

WITNESSETH THAT

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

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

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

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

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

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

footbridges and flyovers (the "infrastructures") as approved by LGU BACOOR, to wit:

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

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

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

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

Either PARTY may terminate this Agreement without cause by written notice to the other PARTY at least ninety (90) days prior to the intended date of termination. Pre-termination by either PARTY under this section shall be based only on valid and equitable grounds.

If either of the PARTY commits a material breach of any other terms and conditions of this Agreement or unjustifiably refuses or fails to perform any of its obligations under this Agreement, the aggrieved PARTY may terminate this Agreement (i) effective immediately if the breach cannot be remedied; (ii) or if the breach may be remedied, within thirty (30) days from receipt of written notice of the material breach and the PARTY in breach has failed to cure such material breach or perform its obligations.

11. Each PARTY represents and warrants on its own behalf that the individual signing this Agreement is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
12. In complying with and implementing the terms of this Agreement, the PARTIES shall exercise good faith and cooperation to fulfill their common objective.
13. **BOYSEN** agrees that nothing in this Agreement shall, in any way, preclude other entities of similar business establishments from entering into an agreement with **LGU BACOR** that offers similar or analogous services.
14. In the event that any provision of this Agreement is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise unenforceable, the PARTIES shall amend that provision in such reasonable manner as will achieve the intention of the PARTIES or any remaining provision of this Agreement shall remain in full force and

effect unless the PARTIES mutually agree that the effect of such declaration is to defeat the original intention of the PARTIES in which event, by mutual agreement, the PARTIES may decide to terminate this Agreement.

15. This Agreement shall inure to the benefit of and be binding upon the PARTIES and their respective successors-in-interest and assigns.
16. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the PARTIES at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.
17. This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

IN WITNESS WHEREOF, the Parties here unto have affixed their signatures on the date and place above written.

CITY GOVERNMENT OF BACOOR
Represented by:

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

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

MR. RUBEN D. CUETO
Vice President for Marketing

Signed in the Presence of

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

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

