



**COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES**  
**MINUTES OF THE COMMITTEE HEARING**

PCR-690-2024

Office of the Sangguniang Panlungsod  
Received by: Janet Priya  
Date: 08 JAN 2025  
for [Signature]

*Subject: A resolution authorizing the city mayor, Hon. Strike B. Revilla, to sign a memorandum of understanding between the RMS Consulting CO., LTD/RMS Platform CO., LTD and the City Government of Bacoor.*

(PCR-690-2024-Date referred: October 21, 2024)

A committee hearing on the above-subject matter was conducted last November 7, 2024, 2:30 p.m. at the Sangguniang Panlungsod Session Hall presided by the Committee Chairman, Hon. Reynaldo C. Palabrica.

**MEMBERS OF THE COMMITTEE AND CITY COUNCILORS PRESENT:**

HON. ALEJANDRO GUTIERREZ  
HON. LEVY TELA  
HON. ROGELIO NOLASCO  
HON. SIMPLICIO DOMINGUEZ

**RESOURCE PERSONS PRESENT:**

ALVIN JAMES GUINTO - RMS CONSULTING CO.

**COUN. REYNALDO PALABRICA** "The committee hearing regarding the proposed resolution authorizing the city mayor, Hon. Strike B. Revilla, to sign a memorandum of understanding between the RMS Consulting CO., LTD/RMS Platform CO., LTD and the City Government of Bacoor is now called to order."

**COUN. REYNALDO PALABRICA** "For the record in attendance to this honorable hearing are the following members of the City Council. From District 2 Councilor Bok Nolasco, from District 1 Councilor Levy Tela, from District 2 Councilor Simplicio Dominguez, and from District 1 Honorable Councilor General Alex Gutierrez."

**COUN. REYNALDO PALABRICA** "May I request the representative of the RMS Consulting Co., and LTD/RMS Platform CO., LTD to introduce themselves."





**ALVIN JAMES GUINTO** "Aj Guinto from South Global Corporation partner of RMS, dito po sa Pilipinas. So, we do smart city planning and platforms for the development of our smart city."

**COUN. REYNALDO PALABRICA** "We have memorandum of understanding; would you please enlighten the committee regarding this memorandum."

**ALVIN JAMES GUINTO** "Sige po, it was discussed 2 months ago, the idea ay ang RMS will be the lead company sa Korea that will be applying for the grant para sa Korean Government who will sponsor the smart city planning ng Bacoor. Yung planning pa lang po and then after ng planning na discuss po na pag nagawa na yung plano. Aalamin po doon kung saan po yung pwedeng pondohan ng Korean Government, saan naman doon yung private partnership, saan naman din pwedeng pumasok ang local partners para po doon sa project. So, ganun po siya pwedeng mangyare with the memorandum of understanding, magagawa ng libre yung plano tapos po doon po sa plano nandoon po kung paano po siya popondohan."

**COUN. REYNALDO PALABRICA** "So, any question or clarifications, suggestions, opinions from the members of the City Council?"

**ALVIN JAMES GUINTO** "Mr. Chair just to add lang po sa smart city natin ay yung safety, transport and disaster risk."

**COUN. REYNALDO PALABRICA** "No cost on the City Government in terms of planning?"

**ALVIN JAMES GUINTO** "Yes po, no cost tapos po yung ibang aspect, pag-aaralan po kung paano po siya mapopondohan."

**COUN. REYNALDO PALABRICA** "So, in terms of smart city proposal ay macocover nito ay parang city planning for the development?"

**ALVIN JAMES GUINTO** "Opo, mostly po ay sa zoning and planning department po."

**COUN. REYNALDO PALABRICA** "Very good."

**COUN. REYNALDO PALABRICA** "Our representative from legal, what is your opinion about this?"







**COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES**

**COMMITTEE REPORT**  
CRPLO-PCR-690-2024

Office of the Sangguniang Panlungsod  
Received by Janet Paring  
on 08 JAN 2025  
Time 10:24 AM

Subject: *A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Understanding between the RMS Consulting Co., Ltd/RMS Platform Co. Ltd and the City Government of Bacoor.*

(PCR 690-2024: Date referred: October 07, 2024)

The above-mentioned proposed resolution underwent its first reading on October 07, 2024 during the 111<sup>th</sup> Regular Session of the Sangguniang Panlungsod. The said proposed resolution was referred by the Presiding Officer, City Vice Mayor Hon. Rowena Bautista Mendiola to the Committee on Rules and Privileges, Laws and Ordinances.

The Committee on Rules, Privileges, Laws and Ordinance sent out invitations to resource persons and conducted a committee hearing on November 07, 2024, 2:30 p.m. at the Session Hall of the Sangguniang Panlungsod.

**FINDINGS:**

A letter from the Office of the City Mayor, requesting for a drafting of a City Resolution to formalize the Memorandum of Understanding between RMS Consulting Co. Ltd/RMS Platform Co. Ltd, dated October 02, 2024 was received by the Sangguniang Panlungsod.

Attached with the letter is the draft Memorandum of Agreement template from RMS Group pertaining to the Smart City initiative which was duly reviewed and found to be in order by the City Legal Officer.

The purpose of the MOU is to promote investment and strengthen cooperation between Korea and the Philippines through both parties' mutual understanding of the strategy and business needs. Strengthen industrial



SCAN ME





**ATTY. REY MARCO MENDOZA** "I wasn't able to read the proposal kasi iba po yung aattend with this certain hearing po."

**COUN. REYNALDO PALABRICA** "Anyway, since no cost naman ang Bacoor dito, yung ibang partnerships naman may agreement naman yun. Subject for review pa rin to ng Sanggunian."

**COUN. ROGELIO NOLASCO** "Yung article 3 terms and conditions regarding

**Both parties shall mutually cooperate with each other with respect to each of the following terms and conditions based on good faith:**

1. Strengthening industrial cooperation between Korea and the Philippines
2. Promote the strengthening of industrial cooperation between Korea and the Philippines by supporting Korean companies to invest in the 4<sup>th</sup> industries and
3. Any other relevant matters that meet the purpose of this MOU.

Paki paliwanog po itong terms and conditions."

**ALVIN JAMES GUINTO** "Maraming salamat po. To give an idea po doon sa plano ma-identify ano doon yung pwede sa Korean private entity, ano yung pwedeng pondohan ng Korea at kung ano yung sa part ng local government. Ang maganda naman po doon is identified na tayo ng Korean Government to develop."

**COUN. REYNALDO PALABRICA** "Magiging partner?"

**ALVIN JAMES GUINTO** "Opo."

**COUN. REYNALDO PALABRICA** "Being sponsored by the Korean Government?"

**ALVIN JAMES GUINTO** "Opo. The event was actually attended by Vice Mayor Rowena and witnessed by President Marcos and the President of Korea. The same day na nag file po si Senator Bong sa Manila Hotel, nandoon po kami."

**COUN. REYNALDO PALABRICA** "Any other questions from the members of the City Council? May I request the honorable Councilor General Alex Gutierrez for the motion."

**COUN. ALEJANDRO GUTRIERREZ** "Since there is no any other special concern to be discussed, I moved for the adjournment of this committee hearing."

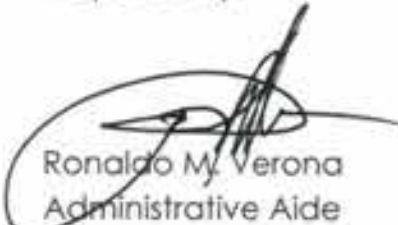




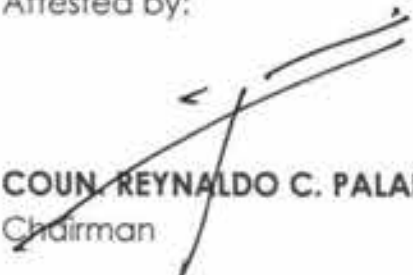


**COUN. REYNALDO PALABRICA** "Any objections? Hearing none, therefore this committee hearing is now adjourned."

Prepared by:

  
Ronaldo M. Verona  
Administrative Aide

Attested by:

  
**COUN. REYNALDO C. PALABRICA**  
Chairman











**PCR 690-2024** – A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE RMS CONSULTING CO., LTD/RMS PLATFORM CO., LTD AND THE CITY GOVERNMENT OF BACOR.



Office of the Sangguniang Panlungsod  
Received By: JAY M 2024  
Date: 5/30/24  
Time: 11:15 am







Republic of the Philippines  
Province of Cavite

**CITY OF BACOOR**  
**Office of the City Mayor**  
**ENDORSEMENT LETTER**



Seal of  
Good  
Local  
Governance  
**2023 Awardee**  
7 years in a row

CGBCR-MO-02-F  
05/30/2024

**ENDORSEMENT**

**TO :** **HON. ROWENA BAUTISTA MENDIOLA**  
*City Vice Mayor and Presiding Officer*

**THRU :** **ATTY. KHALID A. ATEGA, JR.**  
*Sangguniang Panlungsod Secretary*  
Office of the Sangguniang Panlungsod

**SUBJECT :** **REQUEST FOR THE DRAFTING OF A CITY RESOLUTION TO  
FORMALIZE THE MEMORANDUM OF UNDERSTANDING BETWEEN  
RMS CONSULTING Co., LTD/RMS PLATFORM Co., LTD AND  
THE CITY GOVERNMENT OF BACOOR**

**FROM :** **STRIKE B. REVILLA**  
*City Mayor*

**DATE :** **1 OCTOBER 2024**

OFFICE OF THE  
SANGGUNIANG PANLUNGSOD  
RECEIVED  
BY: RUTH [Signature]  
DATE: 10/2/24 TIME: 3:45  
BACOOR CITY CAVITE

This is to respectfully endorse and request the drafting of a City Resolution to formalize the Memorandum of Understanding between the RMS Consulting Co., Ltd./RMS Platform Co., Ltd and the City Government of Bacoor.

Kindly proceed with drafting the City Resolution at your earliest convenience.

Thank you for your prompt attention to this matter.

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

 Office of the Mayor   
Strike B. Revilla  
  
SBR20246293





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



Seal of  
Good  
Local  
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2023 Award  
7 years in a row

## OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT NO. 1086, SERIES OF 2024

TO : **ATTY. AIMEE TORREFRANCA-NERI**  
*City Administrator*

*Glorie*  
10/11/24 12:02 PM

SUBJECT : **MEMORANDUM OF UNDERSTANDING BETWEEN RMS  
GROUP  
AND THE CITY GOVERNMENT OF BACOOR**

DATE : **01 OCTOBER 2024**

On 25 September 2024, this Office received an endorsement letter requesting for comments and recommendations on the draft Memorandum of Agreement template from the RMS Group pertaining to the Smart City initiative.

Accordingly, the undersigned reviewed and add additional article, as attached to this endorsement. All things having been found to be in order, we hereby endorse the attached revised version for your information and appropriate action.

Thank you for your usual support.

Respectfully,

*NYCA*  
**ATTY. KIM NYCA/R. LOFRANCO**  
City Legal Officer



**STRIKE  
AS**

Address: Bacoor Government Center, Bacoor Blvd.,  
Brgy. Bayanan, City of Bacoor, Cavite  
Trunkline: 434-1111  
Website: [www.bacoor.gov.ph](http://www.bacoor.gov.ph)



Cert. no. 24/161809



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") at \_\_\_\_\_, by and between:

**RMS Consulting Co., Ltd/ RMS Platform Co., Ltd**, a corporation duly organized and existing under and by virtue of the laws of \_\_\_\_\_, with principal office address at \_\_\_\_\_, represented herein by its President, \_\_\_\_\_, and hereinafter referred to as "**RMS**"

and

The **CITY GOVERNMENT OF BACCOOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its 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 by the City Council of Bacoor dated \_\_\_\_\_, and hereinafter referred to as "**LGU BACCOOR**"

**NOW, THEREFORE**, for and in consideration of the mutual covenants, terms, and conditions stipulated hereinafter, the Parties agree as follows:

### Article 1. Objective

The objective of this MOU shall be that both Parties will have relationships of mutual cooperation upon promoting investment and strengthen cooperation between Korea and the Philippines through both Parties' mutual understanding of the strategy and business needs.

### Article 2. Binding Force

No provisions of this MOU shall be legally binding on both Parties, and the specified rights and obligations of each Party shall be prescribed by an agreement to be executed later.

### Article 3. Terms and Conditions

Both Parties shall mutually cooperate with each other with respect to each of the following terms and conditions based on good faith:

1. Strengthening industrial cooperation between Korea and the Philippines
2. Promote the strengthening of industrial cooperation between Korea and the Philippines by supporting Korean companies to invest in the 4th industries and
3. Any other relevant matters that meet the purpose of this MOU.

#### **Article 4. Performance**

1. Both Parties shall faithfully perform the matters specified in this MOU based on the principle of good faith.
2. Neither Party shall disclose any matters that are acquired or have been acquired during the course of the discussions and negotiations with the other Party without any prior consent of the other Party to others, and the breaching Party shall compensate the non-breaching Party for all damages arising from the breach of this clause.
3. Each Party acknowledges that all rights and interests in and to the other Party's patents, copyright, moral rights, trademarks, business names, domain names, rights in get-up, design rights, or any other intellectual property rights, whether registered or unregistered, and whether current or future, will belong to the other Party. Nothing in this MOU gives a Party any interest in the IP Rights of the other Party.
4. To the extent that any of the data or information extended by one Party to the other Party, and/or collected or processed by one Party on behalf of the other Party, pursuant to this MOU consists of Personal Data as defined in Republic Act (RA) No. 10173 or the "Data Privacy Act of 2012," each Party agrees that it will not conduct itself, and including its officers and employees, in such a manner as to cause the other Party to be in breach of its obligations (as a "data user") under RA No. 10173.
5. The Parties shall ensure that all information, whether Personal Data or otherwise, is obtained lawfully and protected in compliance with the requirements of all legislation in force from time to time, including, without limitation, the Data Privacy Act of 2012, its Implementing Rules and Regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information. Each Party further undertakes to comply with all other relevant obligations under the Data Privacy Act of 2012, its Implementing Rules and Regulations, and other applicable laws.
6. Each Party shall immediately notify the other Party in writing of any data breach within twenty-four (24) hours from the discovery or knowledge thereof and shall cooperate with the other Party in every reasonable way to resolve such breach.



## **Article 5. Term and Termination**

1. Unless otherwise amended by mutual agreement, this MOU shall become effective on the date of its execution and shall remain in full force and effect for one (1) year.
2. Where it is impossible to execute this MOU externally and internally, either Party may terminate this MOU through mutual discussion with the other Party, in which case, the Party shall give written notice of the termination of this MOU to the other Party no later than one (1) month before termination.

## **Article 6. Miscellaneous**

1. Where there is any objection in the interpretation of any clause of this MOU, or there is any matter to discuss, both Parties shall make arbitration or decision.
2. Any other matters not specified in this MOU shall be specified through separate discussions of both Parties.
3. This MOU constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this MOU. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this MOU.
4. Each Party represents and warrants on its own behalf that the individual signing this MOU on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
5. Either Party is strictly prohibited from assigning this MOU, as well as the performance of any obligation or undertaking made herein, to any third party without obtaining the prior written consent of the other Party. Either Party cannot assign this MOU without the written consent of the other Party to any successor by way of any merger, consolidation, or other corporate reorganization of such Party, or sale of all or substantially all of the assets of such Party, provided that such successor assumes, or is otherwise fully bound by all of the obligations of the assigning Party under this MOU. No assignment, with or without such consent, will relieve either Party from its obligations under this MOU.
6. Nothing in this MOU shall be construed as creating an agency or employment relationship between the two Parties. Neither Party shall have the authority to contract or in any manner incur any liability for or in the name of the other Party, nor by which might the other Party or its property become bound, except as provided herein.
7. If any part or parts of this MOU shall be held unenforceable for any reason, the remainder of this MOU shall continue in full force and effect. If any provision of this MOU is deemed invalid or unenforceable by any court

of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

8. This MOU 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 MOU 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 MOU. This MOU shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this MOU, all previous verbal and/or written arrangements about the subject of this MOU shall be considered null and void.
9. Except as may be otherwise specifically provided in this MOU, 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 MOU, or at such other addresses as may be subsequently specified by written notice.
10. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties, through their duly authorized representatives, have executed this Memorandum of Understanding as of the date and at the place set forth above.

**RMS Consulting Co., Ltd.  
RMS Platform Co., Ltd.**


*Address: 2F, 50, Jong-ro 1-gil, Jongno-gu, Seoul, Republic of Korea*

By:

**NAME**  
*President*

**CITY GOVERNMENT OF  
BACOR**

By:

  
**HON. STRIKE B. REVILLA**  
*City Mayor*  
City Resolution No. \_\_\_\_\_  
Series of 2024

SIGNED IN THE PRESENCE OF:

**<FULL NAME>**  
**South Global Corporation**  
**144 E. Evangelista, Bacoor, Cavite,**  
**Philippines**

**Atty. AIMEE TORREFRANCA-NERI**  
*City Administrator*  
City Administrator's Office





Republic of the Philippines  
Province of Cavite

**CITY OF BACOOR**  
**Office of the City Mayor**  
**ENDORSEMENT LETTER**



Seal of Good Local Governance  
**2023 Awardee**  
*7 years in a row!*  
CGBCR-MO-02-F  
05/30/2024

**ENDORSEMENT**

**TO :** HON. ROWENA BAUTISTA MENDIOLA  
*City Vice Mayor and Presiding Officer*

**THRU :** ATTY. KHALID A. ATEGA, JR.  
*Sangguniang Panlungsod Secretary*  
Office of the Sangguniang Panlungsod

**SUBJECT :** REQUEST FOR THE DRAFTING OF A CITY RESOLUTION TO FORMALIZE THE MEMORANDUM OF UNDERSTANDING BETWEEN RMS CONSULTING Co., LTD/RMS PLATFORM Co., LTD AND THE CITY GOVERNMENT OF BACOOR

**FROM :** STRIKE B. REVILLA  
*City Mayor*

**DATE :** 1 OCTOBER 2024




OFFICE OF THE  
SANGGUNIANG PANLUNGSOD  
RECEIVED  
BY: RUTH [Signature]  
DATE: 10/2/24 TIME: 3:45  
BACOOR CITY CAVITE

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Thank you for your prompt attention to this matter.

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

 Office of the Mayor   
Strike B. Revilla  
  
SBR20246293





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



Seal of  
Good  
Local  
Governance  
2023 Award  
7 years in a row

## OFFICE OF THE CITY LEGAL SERVICE

**ENDORSEMENT NO. 1086, SERIES OF 2024**

**TO :** **ATTY. AIMEE TORREFRANCA-NERI**  
*City Administrator*

*Go  
GLENNIE  
10/11/24 12:00 PM*

**SUBJECT :** **MEMORANDUM OF UNDERSTANDING BETWEEN RMS  
GROUP  
AND THE CITY GOVERNMENT OF BACOOR**

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Thank you for your usual support.

Respectfully,

*NDK*  
**ATTY. KIM NYCA/R. LOFRANCO**  
City Legal Officer *17*



**STRIKE  
AS**

Address: Bacoor Government Center, Bacoor Blvd.,  
Brgy. Bayanan, City of Bacoor, Cavite  
Trunkline: 434-1111  
Website: [www.bacoor.gov.ph](http://www.bacoor.gov.ph)



0273

Cert. no. 24/181809



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2. Any other matters not specified in this MOU shall be specified through separate discussions of both Parties.
3. This MOU constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this MOU. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this MOU.
4. Each Party represents and warrants on its own behalf that the individual signing this MOU on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
5. Either Party is strictly prohibited from assigning this MOU, as well as the performance of any obligation or undertaking made herein, to any third party without obtaining the prior written consent of the other Party. Either Party cannot assign this MOU without the written consent of the other Party to any successor by way of any merger, consolidation, or other corporate reorganization of such Party, or sale of all or substantially all of the assets of such Party, provided that such successor assumes, or is otherwise fully bound by all of the obligations of the assigning Party under this MOU. No assignment, with or without such consent, will relieve either Party from its obligations under this MOU.
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of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

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10. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties, through their duly authorized representatives, have executed this Memorandum of Understanding as of the date and at the place set forth above.

**RMS Consulting Co., Ltd.  
RMS Platform Co., Ltd.**


*Address: 2F, 50, Jong-ro 1-gil, Jongno-gu, Seoul, Republic of Korea*

By:

**NAME**  
*President*

**CITY GOVERNMENT OF  
BACOR**

By:

  
**HON. STRIKE B. REVILLA**  
*City Mayor*  
City Resolution No. \_\_\_\_\_  
Series of 2024

**SIGNED IN THE PRESENCE OF:**

**<FULL NAME>**  
**South Global Corporation**  
**144 E. Evangelista, Bacoor, Cavite,**  
**Philippines**

**Atty. AIMEE TORREFRANCA-NERI**  
*City Administrator*  
**City Administrator's Office**





cooperation between Korea and the Philippines by supporting Korea to invest in the 4<sup>th</sup> Industries (current era of digitalization and advanced manufacturing technology that's reshaping global business).

**RECOMMENDATION:**

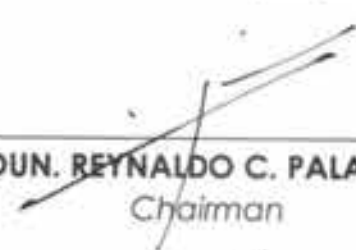
After a thorough review of all the circumstances and statements from the resource persons, the Committee respectfully recommends that the Sangguniang Panlungsod approve the above subject matter.


By the motion of Hon. Levy Tela duly seconded by all the members of the Sangguniang Panlungsod, the above subject matter was **APPROVED** during its 116<sup>th</sup> Regular Session.

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

Signed this 11th day of November 2024 at the City of Bacoor, Cavite.

**Committee on Rules and Privileges, Laws and Ordinances**

  
\_\_\_\_\_  
**COUN. REYNALDO C. PALABRICA**  
Chairman

  
\_\_\_\_\_  
**COUN. LEVY TELA**  
Vice Chairman

  
\_\_\_\_\_  
**COUN. ALEJANDRO GUTIERREZ**  
Member

**OFFICIAL LEAVE**

\_\_\_\_\_  
**COUN. ADRIELITO GAWARAN**  
Member

