

OFFICE OF THE SANGGUNIANG PANLUNGSOD

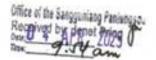




COMMITTEE ON TOURISM, CULTURE, AND EXTERNAL LINKAGES

COMMITTEE REPORT

CTCEL-PCR-783-2025



SUBJECT: A RESOLUTION AUTHORIZING THE HONORABLE CITY MAYOR STRIKE B. REVILLA TO ENTER AND SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF MAKATI. (PCR-783-2025 dated March 03, 2025).

The above-mentioned subject matter underwent its first reading on March 03, 2025, during the 130th Regular Session of the Sangguniang Panlungsod. The said subject matter was referred by the Presiding Officer and City Vice Mayor, Hon. Rowena Bautista-Mendiola to the Committee on Tourism, Culture, and External Linkages.

FINDINGS:

Pursuant to Republic Act No. 7160, local government units are allowed to group themselves, consolidate or coordinate their efforts, services, and resources for purposes commonly beneficial to them. The Sisterhood Agreement between the City Government of Bacoor and the City Government of Makati could promote the exchange of ideas and experiences in the fields of science and technology, culture and arts, tourism, urban planning and development, and social services, among others. It will also institute a working avenue of communication in facilitating the exchange of information and technology, healthcare facilitation, and public education leading to its growth and advancement and eventually self-sustainability.

RECOMMENDATION:

Since the Memorandum of Understanding between the City Government of Bacoor and the City Government of Makati will foster friendship and goodwill,

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Memorandum of Understanding (MOU) with the City Government of Makati



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CITY OF BACOOR





nurture closer relationships among their people, and promote closer social and cultural exchange and economic ties, leading to growth and advancement and eventually improving local autonomy. By motion of City Councilor Hon. Ramon N. Bautista recommended to APPROVE the above subject matter unanimously, seconded by all the Honorable Members of the 5th Sangguniang Panlungsod.

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

Signed this 3rd day of March 2025 at the City of Bacoor, Cavite.

Committee on Tourism, Culture, and External Linkages

COUN. RAMON N. BAUTISTA

Chairman

COUN ROGELIO NOLASCO

Vice Chairman

COUN. ALDE PAGULAYAN

Member

COUN. CATHERINE S. EVARISTO

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Memorandum of Understanding (MOU) with the City Government of Makati







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COMMITTEE ON TOURISM, CULTURE, AND EXTERNAL LINKAGES

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION

CTCEL-PCR-783-2025

Office of the Sangguniang Panisngsoc Received by plenet from

SUBJECT: A RESOLUTION AUTHORIZING THE HONORABLE CITY MAYOR STRIKE B. REVILLA TO ENTER AND SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF MAKATI. (PCR-783-2025 dated March 03, 2025).

The 130th Regular Session was held last March 03, 2025, at the Sangguniang Panglungsod (SP) Session Hall, Bacoor New Legislative and Risk Disaster Resilience Bldg., Bacoor City. City Vice Mayor, Hon. Rowena Bautista-Mendiola presided over the regular session, which was called to order at exactly 10:00 a.m.

Atty. Khalid A. Atega, Jr., Secretary of the Sangguniang Panlungsod, proceeded with the roll call, the approval of the Journal and minutes of the 130th Regular Session, and the reading of the referrals to committees of proposed ordinances, resolutions, messages, communications, petitions, and memorials.

Upon reading and referral of agenda item No. L.7 – "A resolution authorizing the Honorable City Mayor, Strike B. Revilla, to enter and sign a Memorandum of Understanding (MOU) with the City of Makati," City Councilor Hon. Ramon N. Bautista recommended for the APPROVAL of the abovementioned subject matter and was unanimously seconded by all the Honorable Members of the 5th Sangguniang Panlungsod.

City Councilor Hon. Alejandro F. Gutierrez moved for the adjournment of the 130th Regular Session, which was seconded by Hon. Simplicio G. Dominguez. The regular session was adjourned at exactly 11:50 a.m.

MINUTES OF THE COMMITTEE REPORT CTCEL-PCR-783-2025

Memorandum of Understanding (MOU) with the City Government of Makati











CITY OF BACOOR





Prepared by:

Nicole F. Obenil

Attested by:

COUNCILOR RAMON N. BAUTISTA

Chairman

Committee on Tourism, Culture, and External Linkages



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CITY OF BACOOR







INVITATION TO THE MOA SIGNING WITH THE HONORABLE MAYOR OF MAKATI.

CGBCR-MO-02-F03.03 01/15/2025



Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the City Mayor





DEPICE OF THE MANANG PANELINGSOD RECEIVED

ENDORSEMENT LETTER

26 February 2025

ALL SANGGUNIANG PANLUNGSOD MEMBERS

LUNGSOD MEMBERS

SUBJECT :

INVITATION TO THE MOA SIGNING WITH THE HONORABLE MAYOR OF MAKATI

Dear HONORABLE MEMBERS,

Greetings!

The undersigned would like to invite you to the MOA signing with Hon. Mar-len Abigail Binay of Makati City. The event is set to happen on March 6, 2025, 2:30pm at Revilla Hall, 3rd Floor, Bacoor Government Center. This momentous occasion marks a significant partnership between our cities, aimed at fostering growth and development.

As a valued member of the Sangguniang Panlungsod, your presence and support at this event will be highly appreciated. We believe that this collaboration will bring forth new opportunities that will benefit our constituents and further strengthen our inter-city relations.

Thank you.

Very Truly Yours.

STRIKE B. REVILLA





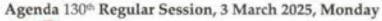
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MEMORANDUM OF UNDERSTANDING

KNOWALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (the "MOU") is made and entered into this ___ day of ____ 2025 (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The CITY GOVERNMENT OF MAKATI, a local government unit existing within the territory and jurisdiction of the Republic of the Philippines by virtue of Republic Act No. 7854, with its principal office address at Makati City Hall, J. P. Rizal Avenue, Poblacion, Makati City, Philippines, represented herein by its City Mayor, Hon. MAR-LEN ABIGAIL S. BINAY, pursuant to her authority conferred and embodied in City Resolutiont-No.

Series of 2025, approved by the City Council of Makati dated ______, and hereinafter referred to as "MAKATI CITY"

and

The CITY GOVERNMENT OF BACOOR, 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 2025, approved by the City Council of Bacoor dated and hereinafter referred to as "BACOOR CITY" vi

MAKATI CITY or BACOOR CITY may individually referred to as "Party", if applicable, and both MAKATI CITY and BACOOR CITY shall be collectively known as "Parties"

WITNESSETH:

WHEREAS, MAKATI CITY and BACOOR, CITY share a common desire to promote mutual understanding and friendship,

WHEREAS, MAKATI CITY and BACOOR CITY are major trade and commercial centers in their respective regions, with each city enjoying a vibrant populace and thriving business communities:

WHEREAS, MAKATI CITY was the pioneer local government unit (LGU) to adopt a unified multi-purpose resident identification card (ID) (the "Makatizen Cards") for its employees, residents, beneficiaries, and other

constituents (the "Makatizen Cardholders") that would, among others: (i) serve as an official government issued ID for its residents; and (ii) process the transactions of the Makatizen Cardholders involving financial assistance, healthcare coverage, and other benefits given by MAKATI CITY;

Sec.

WHEREAS, MAKATI CITY wishes to share with BACOOR CITY its experiences and best practices in establishing the Makatizen Cards, as well as in developing an Information Communication and Technology (ICT) infrastructure that provides the essential services to the city's constituents, including, but not limited to, remittance of benefits using mobile money.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties have hereunto agreed as follows:

SECTION 1. PURPOSE. The purpose of this MOU is to provide the general framework that would facilitate the sharing of information as well as best governance practices specifically for the (i) establishment of a unified multi-purpose identification card (ID) for the employees, residents, beneficiaries, and other constituents of BACOOR CITY, including the Know Your Customer (KYC) process for registering the qualified employees, residents, beneficiaries, and other constituents, and (ii) development of the ICT infrastructure that will process the transactions involving financial assistance, health coverage, and other benefits given by Bacoor City.

SECTION 2. MUTUAL COVENANT. The Parties further agree to

- A Cooperate with each other in maintaining and sustaining their respective ICT systems, as well as explore the possibility of having interoperability between the two (2) systems thereby providing a more efficient and accessible coverage and services to employees, residents, beneficiaries, and other constituents of MAKATI CITY and BACOOR CITY.
- B. Empower both MAKATI CKTY and BACOOR CITY by raising the quality of life of their stakeholders through access to opportunities and enable them to provide responsive services and inclusive growth that benefits the greater majority, especially the poorest segments of the population for an enduring impact, through faster internet and easier access to financial services.
- SECTION 3. TERM AND TERMINATION. Unless otherwise terminated as provided herein, this MOU shall be effective, remain in force from the Effective Date, and shall automatically be terminated on JUNE 30, 2028. This MOU may be renewed by one Party by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.

Either Party may terminate this MOU without cause by written notice to the other Party at least thirty (30) days before the intended termination date. Pre-termination by either Party under

this section shall be based sofely on valid and equitable grounds.

3.

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

- 11.74 NON-DISCLOSURE. SECTION 4. CONFIDENTIALITY AND compliance with Republic Act (R.A.) No. 10173 or the 'Data Privacy Act of 2012," each Party agrees that it will and will ensure that its employees, officers, directors. representatives, and other personnel will hold in confidence all information, documentation, data, or know-how disclosed to the other Party (the "Information"), and will not disclose to any third party/ies or use the information or any part thereof without such other Party's prior written approval. Likewise, the Receiving Party undertakes to prevent the transfer of all strictly confidential and confidential information about this MOU or by any of its members to any Party without the knowledge and written consent of the Disclosing Party. No Party shall make public statements on behalf of the other Party, nor will any Party make any claim to represent the other Party, except in specific cases where express consent is , given in writing by the concerned Party.
- SECTION 5. ENTIRE AGREEMENT AND INTEGRATION. This MOU constitutes the entire agreement between the Parties with respect to the subject matter of this MOU and supersedes all prior agreements, discussions, proposals, representations, or warranties, whether written or oral, on this subject matter.
- SECTION 6. AMENDMENTS. 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 the 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 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 afrangements about the subject of this MOU shall be considered null and void.
- SECTION 7. AUTHORITY. Each Party represents and warrants on its own behalf that the individual signing this MOU is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.

- SECTION 8. GOOD FAITH. In complying with and implementing the terms of, this MOU, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- SECTION 9. SEVERABILITY. In the event that any provision of this MOU 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 MOU, 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 MOU.
- SECTION 10. NON-BINDING EFFECT. This MOU shall inure to the benefit of the Parties and their respective successors-in-interest and assigns. This MOU is not intended to create, nor may ever be construed or interpreted as creating, a binding and legally enforceable contract between the Parties. There will be no legal or equitable remedy available to either party in the event either party fails to fully comply with the provisions of this MOU other than the termination of the MOU.
- SECTION 11. NOTICE 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.
- SECTION 12. SETTLEMENT OF DIFFERENCES. Any differences related to the interpretation or implementation of this MOU shall be resolved amicably through consultation and negotiation between the Parties based on mutual benefit, equality, cooperation, and mutual trust.
- SECTION 13. APPLICABLE LAW. This MOU shall be governed and construed in accordance with the laws of the Republic of the Philippines.

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

OF MAKATI

OF BACOOR

Ву:

By:

City Mayor City Resolution No. ____ Series of 2025

City Resolution No. _____ Series of 2025

SIGNED IN THE PRESENCE OF:

	Atty. AIMÉE TORREFRANCA-NERI
	- City Administrator
*	City:Administrators Office

ACKNOWLEDGMENT

NAME		roof of	Date and Place	Issued
For the	Identity / Numb	er ,	-	
CITY GOVERNMENT OF MAKATI	T I			
Hon. MAR-LEN ABIGAIL S. BINAY		Ý.,;	E.	
For the		12.4		
CITY GOVERNMEN	r			
OF BACOOR		- 91	**	
Hon. STRIKE B.			1 2	
REVILLA	8.8			
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