



## Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SABINL-EVARISTO

City Councilor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor/ABC President

HON. PALM ANGELS. BUNCIO

City Councilor-SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA

City Vice Mayor/Presiding Officer

Noted:

HON. STRIKE B. REVILLA

City Mayor

 CITY RESOLUTION NO. 2026-925  
 Series of 2026

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH FUNERAL PARLORS ON BEHALF OF THE CITY GOVERNMENT OF BACOOR.

 Sponsored by:  
**Hon. Horacio M. Brillantes, Jr.**

 Co - Sponsored by:  
**Hon. Manolo S. Galvez, Hon. Ricardo F. Ugalde, Roberto L. Advincula**

**WHEREAS**, numerous indigent residents of the City of Bacoor have requested the City Government of Bacoor for assistance in relation to funeral services and other expenses incurred by the bereaved families;

**WHEREAS**, the City Government of Bacoor desires to extend funeral services to the said residents as well as to public school teachers, non-teaching personnel and its local government employees in partnership with the various funeral parlors;

**WHEREAS**, the following funeral parlors have suitable facilities necessary for the accomplishment of the City of Bacoor's Funeral and Burial Service Program and have manifested their willingness to render funeral services to the client referred by the City Government of Bacoor, to wit:

No.	FUNERAL PARLORS
1	Atienza Funeral Services, Corp.
2	St. Mary Magdalene Funeral Home

**WHEREAS**, a draft Memorandum of Agreement was sent by the Office of the City Mayor to the Sangguniang Panlungsod for review and consideration. The proposed MOA is incorporated hereto and will be made a part of this Resolution as **Annex "A"**.

**NOW THEREFORE**, upon motion of Hon. Horacio M. Brillantes Jr. unanimously seconded by the Body in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6<sup>th</sup> Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with the afore-mentioned funeral parlors as part of the Bacoor City's Funeral and Burial Service Program.





Republic of the Philippines

Province of Cavite

CITY OF BACOOR

*Office of the Sangguniang Panlungsod*

## DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

## DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGELS. BUNCIO

City Councilor-SK Federation President

## Attested by:

ATTY. KHALID A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

## Certified by:

HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor/Presiding Officer

## Noted:

HON. STRIKE B. REVILLA  
City Mayor

**RESOLVED LASTLY**, to furnish the Office of the City Mayor, the afore-mentioned funeral parlors, the CSWD and other government agencies concerned with copies of this resolution.

**UNANIMOUSLY ADOPTED** this 12<sup>th</sup> day of January 2026 at the City of Bacoor during the 2<sup>1<sup>st</sup></sup> regular session of the 6<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was duly passed in accordance with law and that its contents are true and correct.

Certified:

HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor

Attested:

ATTY. KHALID A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

Noted:

HON. STRIKE B. REVILLA  
City Mayor

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") in the City of Bacoor, Province of Cavite, by and between:

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 \_\_\_\_\_, approved by the City Council of Bacoor dated \_\_\_\_\_, and hereinafter referred to as the "LGU BACOOR"

and

The ATIENZA FUNERAL SERVICES CORP., a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at 296-300 Ligas 2, Molino Road Bacoor City, Province of Cavite, represented by its President, Mr. JAYSON R. ATIENZA, and hereinafter referred to as the "FUNERAL PARLOR"

The term "Party" shall mean the LGU BACOOR or the FUNERAL PARLOR, if applicable, while the term "Parties" shall mean the LGU BACOOR and the FUNERAL PARLOR, collectively.

### WITNESSETH:

WHEREAS, under the Republic Act (R.A.) No. 10160 or the "Charter of the City of Bacoor", the City Mayor is mandated to ensure delivery of basic services and the provision of adequate facilities, which include health services among others;

WHEREAS, the numerous indigent residents of the City of Bacoor have requested the LGU BACOOR for assistance in relation to funeral services and other expenses incurred by the bereaved families;

WHEREAS, the LGU BACOOR desires to extend funeral services to its indigent residents, as well as to public school employees and local

government employees, and as such, suitable funeral facilities are required for such purpose;

**WHEREAS**, the FUNERAL PARLOR has suitable facilities and expressed willingness to accomplish the LGU BACOOR's needs for an affordable funeral services program, and it has intimated to the LGU BACOOR that it is willing and able to render such funeral services to patients referred by the LGU BACOOR at the latter's expense;

**WHEREAS**, the FUNERAL PARLOR, duly registered with the City of Bacoor, is one of the referral funeral parlors of the LGU BACOOR;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants herein contained, the Parties have agreed to be bound as follows:

**SECTION 1. GUARANTEE LETTER (GL).** All beneficiaries referred by the LGU BACOOR to the FUNERAL PARLOR as service client under the City of Bacoor's Funeral and Burial Service Program of the Office of the City Mayor must undergo intake interview and assessment from the Office of the Social Welfare and Development (CSWD) before the approval and issuance of a GUARANTEE LETTER (GL) bearing the signature of the City Mayor of Bacoor. The immediate family member of the nearest relative of the deceased shall be interviewed for profile intake. NO INTERVIEW, NO GL. The existing GL pro-forma will be used by the LGU BACOOR under this Agreement. The GLs shall be valid for a period of fourteen (14) days only from the date of issue as appearing thereon.

The GL shall be deemed to be an acknowledgment by the LGU BACOOR of its obligation to pay for costs, charges, expenses, and fees incurred by the FUNERAL PARLOR in rendering funeral services to the deceased family member of the beneficiary.

The following procedures shall be followed as follows:

- a. The FUNERAL PARLOR shall submit a billing statement under the GL to the LGU BACOOR every 15<sup>th</sup> and 30<sup>th</sup> of the month, payable within thirty (30) days from receipt of such billing statement, provided with the complete requirements of the client.
- b. The LGU BACOOR shall review the billing statement within fifteen (15) days upon receipt from the FUNERAL PARLOR. Should the FUNERAL PARLOR receive no notice of dispute as to the content of said billing statement within the stated period, it shall be deemed conclusive as to the amount payable without further need of demand from the FUNERAL PARLOR. The FUNERAL PARLOR shall only charge the remaining balance of funeral services not exceeding the amount of the approved Guarantee Letter (GL).

- c. The following requirements shall be obtained by the CSWD Staff/ Social Worker from the client-beneficiary for assessment prior the approval of the Guarantee Letter
  - o funeral contract;
  - o Death certificate with registry number;
  - o Personal letter addressed to Local Chief Executive;
  - o Valid government issued ID of the authorized person;
  - o Valid government-issued ID of deceased (with address in Bacoor). In case the client has no valid ID, he or she should secure barangay clearance from his or her respective barangay;
  - o referral letter if applicable; and
  - o Other documents that the CSWDO may require.
- d. If no GL is presented, the FUNERAL PARLOR shall not consider the client-beneficiary to be covered by the City of Bacoor Funeral and Burial Service Program.

**SECTION 2. FUNERAL AND BURIAL SERVICES.** The funeral services to be covered under the GL shall include all undertakings, embalming, mortuary care, and wake arrangements, and bringing to the burial site and interment, or crematorium. Burial assistance includes the provision of assistance for payment of funeral expenses incurred and transfer of the cadaver of a deceased person from one place to another.

The funeral services shall not cover the rental of a separate chapel for the wake period other than that provided for by the funeral parlor that rendered the funeral service, obituary publication, and the cost of the memorial lot.

**SECTION 3. RENDERING OF FUNERAL AND BURIAL SERVICES.** The FUNERAL PARLOR shall provide an estimate of costs, charges, expenses, and fees of the funeral package which may be incurred in rendering funeral services to the client-beneficiary who will be applying for coverage under the City of Bacoor Funeral and Burial Service Program. This estimate shall be submitted to the Office of the City Mayor for application for coverage in the City of Bacoor Funeral and Burial Service Program. The LGU BACOOR shall issue a valid GL, which will be submitted by the client-beneficiary to the FUNERAL PARLOR for the provision of the necessary funeral services.

In case of a deceased senior citizen and Person with Disability (PWD), the billing charge to be submitted by the FUNERAL PARLOR shall be in the amount deducted with the twenty percent (20%) discount granted as per R.A. No. 9994 and R.A. No. 10754. Client-beneficiaries with deceased clients who are covered by a life plan shall not be a priority in the grant of GLs.

Should the costs, charges, and fees be in excess of the amount covered by the GL, the client-beneficiary may apply for additional coverage with the LGU BACOOR only after three (3) months from issuance of the previous GL, and the additional coverage shall be under a new and separate GL.

The FUNERAL PARLOR shall not demand from the client-beneficiary bearing a valid GL any deposit or upfront payment as a precondition for rendering funeral service or discharge. Nor shall it refuse admission by reason of the amount in the GL being deemed as insufficient to cover the deceased's complete funeral service.

**SECTION 4. BUDGET ALLOCATION.** The LGU BACOOR shall allocate from its funds a specific budget to be used for payment of its obligations to the FUNERAL PARLOR under this Agreement, subject to existing laws, rules, and ordinances. The FUNERAL PARLOR shall allow the LGU BACOOR the pay in cash, check, or online payment to settle the obligations of the latter.

**SECTION 5. TERM AND TERMINATION.** Unless otherwise terminated as provided herein, this Agreement shall be effective, remain in force from the Effective Date, and automatically be terminated on JUNE 30, 2028. This Agreement 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 Agreement 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 only on valid and equitable grounds.

Should either Party commit a material breach under this Agreement or commit a material breach of any other terms and conditions of this Agreement, or unjustifiably refuse or fail 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; 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.

## SECTION 6. MISCELLANEOUS PROVISIONS

- A. **ENTIRE AGREEMENT AND INTEGRATION.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- B. **AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this Agreement 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.
- C. **GOOD FAITH.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- D. **NON-EXCLUSIVITY.** Both Parties agree that nothing in this Agreement shall, in any way, preclude other entities of similar business establishments from entering into an agreement with the other Party that offers similar or analogous services.
- E. **ASSIGNMENT.** Either Party is strictly prohibited from assigning this Agreement, 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 Agreement 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 Agreement. No assignment, with or without such consent, will relieve either Party from its obligations under this Agreement.
- F. **BINDING EFFECT.** The covenants and conditions contained in this Agreement shall apply to and bind the Parties, as well as their successors and permitted assigns.
- G. **GOVERNING LAW and VENUE OF SUITS.** This Agreement shall be governed by the laws of the Republic of the Philippines, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of

Bacoor City to the exclusion of all other venues.

- H. CUMULATIVE RIGHTS.** The Parties' rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise provided by law.
- I. WAIVER.** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- J. HEADINGS.** The titles to the provisions in this Agreement are for convenience or reference only and shall not in any way affect the interpretation thereof.
- K. SEVERABILITY.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement 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.
- L. AMENDMENTS.** 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 of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested in 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.
- M. NOTICE.** 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 addresses outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.
- N. COUNTERPARTS SIGNING.** This Agreement 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 authorized representatives, have executed this Agreement as of the date and at the place set forth above.

CITY GOVERNMENT  
OF BACOOR

ATIENZA FUNERAL  
SERVICES CORP.

By:

By:

Hon. STRIKE B. REVILLA  
City Mayor  
City Resolution No. \_\_\_\_\_  
Series of 2025

Mr. JAYSON R. ATIENZA  
President

SIGNED IN THE PRESENCE OF:

Ms. EMILIANA DR. UGALDE, RSW  
City Social Welfare Development Officer  
Office of Social Welfare and Development

Dr. IVY MARIE C. YRASTORZA  
City Health Officer  
Office of the City Health Services

## ACKNOWLEDGMENT

Republic of the Philippines)  
City of Bacoor, Province of Cavite) S.S.

BEFORE ME, a Notary Public, this        day of                    2025,  
personally appeared the following:

Name	Competent Evidence of Identity/ Number	Date and Place Issued
HON. STRIKE B. REVILLA		
JAYSON R. ATIENZA		

Known to me, and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality if the Government herein represented.

The foregoing Memorandum of Agreement, consisting of        (      ) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses on each and sealed with my notarial seal.

**WITNESS MY HAND AND SEAL,** I have hereunto set my hand this day, year, and place above written,

Notary Public

Doc. No.       

Page No.       

Book No.       

Series of 2025.

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") in the City of Bacoor, Province of Cavite, by and between:

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 \_\_\_\_\_, approved by the City Council of Bacoor dated \_\_\_\_\_, and hereinafter referred to as the "LGU BACOOR"

and

The **ST. MARY MAGDALENE FUNERAL HOME**, a business entity duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at 59 Ilaya Street, Niog 3, Bacoor City, Province of Cavite, represented by its Proprietor, **Engr. BERLIN E. FLORES**, and hereinafter referred to as the "FUNERAL PARLOR"

The term "Party" shall mean the LGU BACOOR or the FUNERAL PARLOR, if applicable, while the term "Parties" shall mean the LGU BACOOR and the FUNERAL PARLOR, collectively.

### WITNESSETH:

WHEREAS, under the Republic Act (R.A.) No. 10160 or the "Charter of the City of Bacoor", the City Mayor is mandated to ensure delivery of basic services and the provision of adequate facilities, which include health services among others;

WHEREAS, the numerous indigent residents of the City of Bacoor have requested the LGU BACOOR for assistance in relation to funeral services and other expenses incurred by the bereaved families;

WHEREAS, the LGU BACOOR desires to extend funeral services to its indigent residents, as well as to public school employees and local

government employees, and as such, suitable funeral facilities are required for such purpose;

**WHEREAS**, the FUNERAL PARLOR has suitable facilities and expressed willingness to accomplish the LGU BACOOR's needs for an affordable funeral services program, and it has intimated to the LGU BACOOR that it is willing and able to render such funeral services to patients referred by the LGU BACOOR at the latter's expense;

**WHEREAS**, the FUNERAL PARLOR, duly registered with the City of Bacoor, is one of the referral funeral parlors of the LGU BACOOR;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants herein contained, the Parties have agreed to be bound as follows:

**SECTION 1. GUARANTEE LETTER (GL)**. All beneficiaries referred by the LGU BACOOR to the FUNERAL PARLOR as service client under the City of Bacoor's Funeral and Burial Service Program of the Office of the City Mayor must undergo intake interview and assessment from the Office of the Social Welfare and Development (CSWD) before the approval and issuance of a GUARANTEE LETTER (GL) bearing the signature of the City Mayor of Bacoor. The immediate family member of the nearest relative of the deceased shall be interviewed for profile intake. NO INTERVIEW, NO GL. The existing GL pro-forma will be used by the LGU BACOOR under this Agreement. The GLs shall be valid for a period of fourteen (14) days only from the date of issue as appearing thereon.

The GL shall be deemed to be an acknowledgment by the LGU BACOOR of its obligation to pay for costs, charges, expenses, and fees incurred by the FUNERAL PARLOR in rendering funeral services to the deceased family member of the beneficiary.

The following procedures shall be followed as follows:

- a. The FUNERAL PARLOR shall submit a billing statement under the GL to the LGU BACOOR every 15<sup>th</sup> and 30<sup>th</sup> of the month, payable within thirty (30) days from receipt of such billing statement, provided with the complete requirements of the client.
- b. The LGU BACOOR shall review the billing statement within fifteen (15) days upon receipt from the FUNERAL PARLOR. Should the FUNERAL PARLOR receive no notice of dispute as to the content of said billing statement within the stated period, it shall be deemed conclusive as to the amount payable without further need of demand from the FUNERAL PARLOR. The FUNERAL PARLOR shall only charge the remaining balance of funeral services not exceeding the amount of the approved Guarantee Letter (GL).

- c. The following requirements shall be obtained by the CSWD Staff/ Social Worker from the client-beneficiary for assessment prior the approval of the Guarantee Letter
  - o funeral contract;
  - o Death certificate with registry number;
  - o Personal letter addressed to Local Chief Executive;
  - o Valid government issued ID of the authorized person;
  - o Valid government-issued ID of deceased (with address in Bacoor). In case the client has no valid ID, he or she should secure barangay clearance from his or her respective barangay;
  - o referral letter if applicable; and
  - o Other documents that the CSWDO may require.
- d. If no GL is presented, the FUNERAL PARLOR shall not consider the client-beneficiary to be covered by the City of Bacoor Funeral and Burial Service Program.

**SECTION 2. FUNERAL AND BURIAL SERVICES.** The funeral services to be covered under the GL shall include all undertakings, embalming, mortuary care, and wake arrangements, and bringing to the burial site and interment, or crematorium. Burial assistance includes the provision of assistance for payment of funeral expenses incurred and transfer of the cadaver of a deceased person from one place to another.

The funeral services shall not cover the rental of a separate chapel for the wake period other than that provided for by the funeral parlor that rendered the funeral service, obituary publication, and the cost of the memorial lot.

**SECTION 3. RENDERING OF FUNERAL AND BURIAL SERVICES.** The FUNERAL PARLOR shall provide an estimate of costs, charges, expenses, and fees of the funeral package which may be incurred in rendering funeral services to the client-beneficiary who will be applying for coverage under the City of Bacoor Funeral and Burial Service Program. This estimate shall be submitted to the Office of the City Mayor for application for coverage in the City of Bacoor Funeral and Burial Service Program. The LGU BACOOR shall issue a valid GL, which will be submitted by the client-beneficiary to the FUNERAL PARLOR for the provision of the necessary funeral services.

In case of a deceased senior citizen and Person with Disability (PWD), the billing charge to be submitted by the FUNERAL PARLOR shall be in the amount deducted with the twenty percent (20%) discount granted as per R.A. No. 9994 and R.A. No. 10754. Client-beneficiaries with deceased clients who are covered by a life plan shall not be a priority in the grant of GLs.

Should the costs, charges, and fees be in excess of the amount covered by the GL, the client-beneficiary may apply for additional coverage with the LGU BACOOR only after three (3) months from issuance of the previous GL, and the additional coverage shall be under a new and separate GL.

The FUNERAL PARLOR shall not demand from the client-beneficiary bearing a valid GL any deposit or upfront payment as a precondition for rendering funeral service or discharge. Nor shall it refuse admission by reason of the amount in the GL being deemed as insufficient to cover the deceased's complete funeral service.

**SECTION 4. BUDGET ALLOCATION.** The LGU BACOOR shall allocate from its funds a specific budget to be used for payment of its obligations to the FUNERAL PARLOR under this Agreement, subject to existing laws, rules, and ordinances. The FUNERAL PARLOR shall allow the LGU BACOOR the pay in cash, check, or online payment to settle the obligations of the latter.

**SECTION 5. TERM AND TERMINATION.** Unless otherwise terminated as provided herein, this Agreement shall be effective, remain in force from the Effective Date, and automatically be terminated on JUNE 30, 2028. This Agreement 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 Agreement 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 only on valid and equitable grounds.

Should either Party commit a material breach under this Agreement or commit a material breach of any other terms and conditions of this Agreement, or unjustifiably refuse or fail 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; 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.

## SECTION 6. MISCELLANEOUS PROVISIONS

- A. **ENTIRE AGREEMENT AND INTEGRATION.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- B. **AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this Agreement 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.
- C. **GOOD FAITH.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- D. **NON-EXCLUSIVITY.** Both Parties agree that nothing in this Agreement shall, in any way, preclude other entities of similar business establishments from entering into an agreement with the other Party that offers similar or analogous services.
- E. **ASSIGNMENT.** Either Party is strictly prohibited from assigning this Agreement, 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 Agreement 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 Agreement. No assignment, with or without such consent, will relieve either Party from its obligations under this Agreement.
- F. **BINDING EFFECT.** The covenants and conditions contained in this Agreement shall apply to and bind the Parties, as well as their successors and permitted assigns.
- G. **GOVERNING LAW and VENUE OF SUITS.** This Agreement shall be governed by the laws of the Republic of the Philippines, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of

Bacoor City to the exclusion of all other venues.

- H. CUMULATIVE RIGHTS.** The Parties' rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise provided by law.
- I. WAIVER.** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- J. HEADINGS.** The titles to the provisions in this Agreement are for convenience or reference only and shall not in any way affect the interpretation thereof.
- K. SEVERABILITY.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement 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.
- L. AMENDMENTS.** 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 of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested in 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.
- M. NOTICE.** 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 addresses outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.
- N. COUNTERPARTS SIGNING.** This Agreement 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 authorized representatives, have executed this Agreement as of the date and at the place set forth above.

CITY GOVERNMENT  
OF BACOOR

ST. MARY MAGDALENE  
FUNERAL HOME By:

By:

Hon. STRIKE B. REVILLA  
City Mayor  
City Resolution No. \_\_\_\_\_  
Series of 2025

Engr. BERLIN E. FLORES  
Proprietor

SIGNED IN THE PRESENCE OF:

Ms. EMILIANA DR. UGALDE, RSW  
City Social Welfare Development Officer  
Office of Social Welfare and Development

Dr. IVY MARIE C. YRASTORZA  
City Health Officer  
Office of the City Health Services

## ACKNOWLEDGMENT

Republic of the Philippines)  
City of Bacoor, Province of Cavite) S.S.

**BEFORE ME**, a Notary Public, this    day of                    2025,  
personally appeared the following:

Name	Competent Evidence of Identity/ Number	Date and Place Issued
HQN. STRIKE B. REVILLA		
BERLIN E. FLORES		

Known to me, and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality if the Government herein represented.

The foregoing Memorandum of Agreement, consisting of        (      ) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses on each and sealed with my notarial seal.

**WITNESS MY HAND AND SEAL**, I have hereunto set my hand this day, year, and place above written.

Notary Public

Doc. No.                     
Page No.                     
Book No.                     
Series of 2025.