



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Voted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023-392 Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH THE BUREAU OF FISHERIES AND AQUATIC RESOURCES (BFAR) FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR REGARDING THE PROTECTION, CONSERVATION, MANAGEMENT AND REHABILITATION OF MARINE ENVIRONMENT IN THE TERRITORIAL JURISDICTION OF THE CITY OF BACOR, PROVINCE OF CAVITE.

Sponsored by:
Hon. Levy M. Tela

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Palm Angel S. Buncio, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, and Hon. Michael E. Solis.

WHEREAS, on 20 November 2023, the Office of the Sangguniang Panlungsod received an endorsement letter from the Office of the City Mayor requesting to pass a resolution authorizing the City Mayor to enter and sign the Memorandum of Agreement (MOA) with the Bureau of Fisheries and Aquatic Resources (BFAR) on behalf of the City Government of Bacoor;

WHEREAS, the BFAR is mandated to manage, develop, conserve and protect fishery and aquatic resources in order to provide the food need of the population pursuant to the provisions of the Philippine Fisheries Code as amended;

WHEREAS, pursuant to the Republic Act No. 7160 otherwise known as "the Local Government Code of 1991", the City Government of Bacoor is mandated to protect the environment and implement programs for the conservation, management and rehabilitation of the marine environment to ensure rational and sustainable utilization of the coastal and marine resources;

WHEREAS, the City Government of Bacoor has also the commitment to protect the fishery and aquatic resources as well as the fisher folk's livelihood considering that the city has on going reclamation projects along the coast of Manila Bay within the territorial waters of the City of Bacoor;

WHEREAS, the Office of the City Mayor submitted a draft Memorandum of Agreement (MOA) to the Sangguniang Panlungsod for its review and consideration. The proposed MOA is hereby deemed incorporated into and made an integral part of this Resolution.



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Liga ng mga Barangay President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Noted by:

HON. STRIKE B. REVILLA
City Mayor

NOW THEREFORE, upon motion of Hon, Levy M. Tela duly seconded by rest of the council present in regular session, **BE IT RESOLVED AS IT IS HEREBY RESOLVED**, by the 5th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement (MOA) with the Bureau of Fisheries and Aquatic Resources (BFAR) for and on behalf of the City Government of Bacoor regarding the protection, conservation, management and rehabilitation of marine environment in the territorial jurisdiction of the City of Bacoor, Province of Cavite.

RESOLVED LASTLY, to furnish the Office of the City Mayor, BFAR, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

UNANIMOUSLY APPROVED this 5th day of December 2023 at the City of Bacoor during the 71st regular session of the 5th 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 by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Attested by:

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

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement") is executed this _____, by and between:

The **BUREAU OF FISHERIES AND AQUATIC RESOURCES**, with office address at Fisheries Building Complex, BPI Compound, Brgy. Vasra, Quezon City, represented herein by its National Director, **ATTY. DEMOSTHENES R. ESCOTO**, hereinafter referred to as "**BFAR**";

-and-

The **CITY GOVERNMENT OF BACCOOR**, a local government unit of the Republic of the Philippines created in accordance with the law, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, City of Bacoor, Cavite, represented herein by its City Mayor, **HON. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in Sangguniang Panlungsod Resolution No. _____, approved _____ of the City Council of Bacoor, Cavite, hereinafter referred to as the "**BACCOOR CITY**";

WITNESSETH THAT:

WHEREAS, BFAR, pursuant to the provisions of the Philippine Fisheries Code, as amended, is mandated to manage, develop, conserve and protect fishery and aquatic resources in order to provide the food needs of the population;

WHEREAS, BACCOOR CITY is committed to carry out its mandate under the general welfare clause of the Local Government Code;

WHEREAS, BACCOOR CITY is also committed to carry out its mandate under the Local Government Code to protect the environment and implement programs for the conservation, management and rehabilitation of the marine environment to ensure rational and sustainable utilization of the coastal and marine resources;

WHEREAS, Section 65 of Republic Act No. 8550, as amended by Republic Act No. 10654, mandates BFAR to assist the Local Government Units (LGUs) in developing their technical capabilities in the development, management, regulation, conservation, and protection of the fishery resources;

WHEREAS, in Metropolitan Manila Development Authority, et. al. v. Concerned Residents of Manila Bay (G.R. Nos. 171947-48, 18 December 2008), the Supreme Court directed the Department of Agriculture and BFAR, pursuant to

Section 65 of R.A. No. 8550, as amended, to improve and restore the marine life of the Manila Bay, and assist the LGUs in Metro Manila, Rizal, Cavite, Laguna, Bulacan, Pampanga, and Bataan in developing, using recognized methods, the fisheries and aquatic resources in the Manila Bay;

WHEREAS, BACCOOR CITY is the public proponent of 230 Hectares Bacoor Reclamation and Development Project ("230 BRDP"), 90 Hectares Bacoor Reclamation and Development Project ("90 BRDP") and 100 Hectares Diamond Reclamation and Development Project ("100 DRDP"), along the Coast of Manila Bay in the Waters of the City of Bacoor, collectively referred hereinafter as the "Bacoor Reclamation Projects";

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained hereinafter, the parties hereby agree as follows:

ARTICLE I Scope and Coverage

This Memorandum of Agreement shall cover the BFAR's technical and advisory assistance to BACCOOR CITY in accordance with its mandates and the ruling in the above-cited Supreme Court decision, and BACCOOR CITY's compliance with its own mandates and commitment to protect the fishery and aquatic resources as well as the fisher folk's livelihood.

ARTICLE II Obligations of the Parties

A. Obligations of BFAR

BFAR shall provide guidelines and technical assistance to BACCOOR CITY in the following:

1. Enactment, review or amendment of the Comprehensive Fishery Ordinance for sustainable fisheries;
2. Formulation and adoption of a Coastal Resource Management Plan that incorporates fisheries status, comprehensive sea use plan, designation of fish sanctuaries, marine protected areas as well as aquaculture areas, registry of fisherfolk, boats, and gears, ecological status and connectivity relative to the Manila Bay ecosystem among others;
3. Implementation of livelihood programs for fisherfolk to ensure the protection of their preferential rights; and
4. Strengthen and/or enhance compliance with their mandates under the Local Government Code, the Philippine Fisheries Code, as amended, and other laws, rules, and regulations towards sustainable management

of their fishery resources.

B. Obligations of BACCOOR CITY

BACCOOR CITY, by itself or through its joint venture partners, shall:

1. Engage the services of professional experts and scientists who will provide consultancy services in the preparation of the above-cited enhancement studies and documents;
2. Implement coastal resource management and livelihood programs, and ensure the protection of fisherfolk preferential rights;
3. Prepare and submit the documents necessary for the accomplishment of its obligations under this Agreement; and
4. Assume all costs and expenses in carrying out its obligations under this Agreement.

C. Joint Obligation

Immediately within fifteen (15) days after the signing of this Agreement, the parties shall proceed to the drafting of the action plan to implement the activity of this Agreement.

The parties represent and warrant in favor of each other that:

1. Each have full and requisite powers, authority, capacity, and legal right to execute, deliver and perform this Agreement and have taken all the necessary action to authorize the foregoing. The parties likewise agree to sign, execute, and deliver such other agreements and documents in furtherance of or for the effective implementation of this Agreement;
2. This Agreement constitutes the legal, valid, and binding obligation of each party, enforceable in accordance with its terms and conditions; and
3. The execution, delivery and performance of this Agreement do not and will not violate any provision of, or result in a breach of or constitute a default under any law, regulation, or judgment, or violate any agreement binding upon either of them.

ARTICLE III Effectivity

This Agreement shall remain valid and effective until the termination or completion of the Bacoor Reclamation Projects, subject to annual review, revision,

or modification, upon mutual consent by the authorized representatives of BFAR and BACCOOR CITY.

ARTICLE IV Termination

In the event that either party fails to remedy any breach or default on its part pursuant to this Agreement within ten (10) days from notice, the party not in default may, upon written notice to the party in default, terminate this Agreement. *As a consequence of such termination or cancellation, the non-defaulting party shall not be liable for the remaining obligations in the contract.* Any such termination is without prejudice or limitation to any other right or remedies of the party not in default including the right to sue for breach of contract.

ARTICLE V Amendments

Subsequent agreements not covered herein shall be made in writing and shall be entitled "AMENDMENTS" to be signed by both parties.

ARTICLE VI Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the parties thereby submit to the exclusive jurisdiction of the competent courts of either Quezon City or Bacoor City, the choice of which shall be determined by the complainant.

Prior to any resort to the filing of an action in court or any quasi-judicial body, the Parties shall endeavor to amicably settle any dispute in the following manner: All disputes, controversies or claims arising out of or relating to this Agreement, or about its breach, termination or invalidity shall be settled through negotiation and/or mediation within sixty (60) days from the receipt of a notice by the other party from the party injured.

ARTICLE VII OTHER COVENANTS

- 7.1 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any other prior arrangements as to the terms and conditions of this Agreement. The parties acknowledge and agree that they have fully read and understood the contents of this Agreement and that the same shall be considered to have been jointly drafted.

- 7.2 This Agreement may not be assigned by any party, without the express written consent of the other parties, which must be secured prior to such assignment. The assignee thereof shall have the rights and remedies of the original party insofar as the original party insofar as the same are assignable.
- 7.3 Subject to the aforementioned restrictions on assignments, this Agreement shall be binding and enforceable upon the parties, together with their respective successors, assigns, personal representatives, officers, directors, agents and employees, and any reference to any and/or all successor entities.
- 7.4 None of the terms of this Agreement may be amended or modified except by an instrument in writing signed by authorized representatives of the parties.
- 7.5 In case any one or more of the provisions contained in this Agreement shall be held invalid, illegal, or unenforceable in any aspect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 7.6 This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- 7.7 This Agreement shall be effective upon its signing.

IN WITNESS WHEREOF, the parties have hereunto signed these presents at the place and on the date given above.

**BUREAU OF FISHERIES AND
AQUATIC RESOURCES**

By:

DEMOSTHENES R. ESCOTO
National Director

CITY GOVERNMENT OF BACOR

By:

STRIKE B. REVILLA
Mayor

Signed in the presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, this ___ day of _____, 2023, in _____,
personally appeared:

| NAME | ID PRESENTED | DATE/PLACE ISSUED |
|-----------------------|--------------|-------------------|
| DEMOSTHENES R. ESCOTO | | |

known to me to be the same person who executed the foregoing Memorandum of Agreement, and who acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this ___ day of _____ 2023 in _____.

NOTARY PUBLIC

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2023.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in the _____,
Philippines, on this ___ day of _____, 2023, personally appeared:

| NAME | ID PRESENTED | DATE/PLACE ISSUED |
|-------------------|--------------|-------------------|
| STRIKE B. REVILLA | | |

known to me to be the same person who executed the foregoing Memorandum of Agreement, and who acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of seven (7) pages including this page on which the acknowledgment is written and signed on each and every page by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this ___ day of _____ 2023 in _____.

NOTARY PUBLIC

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2023.