



*Office of the Sangguniang Panlungsod*

**CITY RESOLUTION NO. 2023-400**  
**Series of 2023**

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

Certified by:  
  
HON. REYNALDO D. PALABRICA  
Acting Presiding Officer

Voted by:  
  
HON. STRIKE B. REVILLA  
City Mayor

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF AGREEMENT WITH THE NATIONAL MUSEUM OF THE PHILIPPINES, FRABELLE FISHING CORPORATION, AND DIAMOND EXPORT CORPORATION REGARDING THE MONITORING, CONSERVATION, MANAGEMENT AND REHABILITATION OF UNDERWATER ARTIFACTS, ARCHAEOLOGICAL MATERIALS AND OTHER MATERIALS OF CULTURAL HERITAGE OF THE CITY OF BACOR THAT WOULD BE UNEARTHED OR DISCOVERED DURING THE RECLAMATION AND DEVELOPMENT PROJECTS OF THE CITY GOVERNMENT OF BACOR ALONG THE COAST OF MANILA BAY WITHIN THE TERRITORIAL WATERS OF THE CITY OF BACOR.

Sponsored by:

**Hon. Rogelio M. Nolasco**

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. Alde Joselito F. Pagulayan, and Hon. Michael E. Solis and Hon. Levy M. Tela.**

**WHEREAS**, the City Government of Bacoor has three ongoing reclamation projects along its coastal waters. Frabelle Fishing Corporation is the joint venture partner of the City Government in two of the Bacoor Development and Reclamation Projects (BDRPs) with the land area of 90 hectares and 230 hectares, while Diamond Export Corporation is the joint venture partner of the City Government in the 100-hectare BDRP.

**WHEREAS**, the Department of Environment and Natural Resources (DENR) issued three separate Environment Clearance Certificates in favor of the said projects and among the conditions stated in the said certificates is that the City Government, being the project proponent, shall coordinate with the National Museum and the National Historical Museum prior to the initial stages of the said projects' implementation regarding the presence of artifacts in the project sites.

**WHEREAS**, the Office of the City Mayor submitted a draft Memorandum of Agreement among the City Government, Frabelle Fishing, Diamond Export, and the National Museum regarding the monitoring, conservation, management, and rehabilitation of underwater artifacts, archaeological materials, and other materials of historical significance that may be found at



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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

the above-mentioned sites during the undertaking of the said reclamation and development projects.

**WHEREAS**, the City Government is mandated by law to conserve and protect national cultural heritage.

**NOW THEREFORE**, upon motion of Hon. Rogelio Nolasco, duly seconded by the rest of the Council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite in regular session duly assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with the National Museum, Frabelle Fishing Corporation, and Diamond Export Corporation for and on behalf of the City Government regarding the monitoring, conservation, management and rehabilitation of underwater artifacts, archaeological materials and other materials of cultural heritage that would be unearthed or discovered during the reclamation and development projects of the City Government along the coast of Manila Bay within the territorial waters of the City of Bacoor.

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

**APPROVED** on 5 December 2023 at the City of Bacoor, Cavite during the regular session of the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite.

*I hereby certify that the foregoing Resolution was duly approved in accordance with law.*

Certified by:

HON. REYNALDO D. PALABRICA  
Acting Presiding Officer/City Councilor

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 (the "**Agreement**") is made and executed this \_\_\_ day of \_\_\_\_\_, in the City of Bacoor, Philippines, by and among:

The **NATIONAL MUSEUM OF THE PHILIPPINES**, an educational, cultural, and scientific institution established under Republic Act. 11333, with office address at the Old Legislative Building, National Museum Complex, Rizal Park, Manila 1000, represented herein by its Director-General, **JEREMY BARNS**, hereinafter referred to as the "**NATIONAL MUSEUM**";

-and-

The **CITY GOVERNMENT OF BACOOR**, a local government unit of the Republic of the Philippines created in accordance with the law, with principal office address at the 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 "**CGO BACOOR**";

-and-

The **FRABELLE FISHING CORPORATION**, a corporation duly organized and existing by virtue of and under the laws of the Republic of the Philippines, with a principal office address at 1051 Northbay Blvd., Navotas City 1485, represented herein by its authorized representative, **MS. FRANCESCA TL. DE JESUS**, hereinafter referred to as the "**FRABELLE**";

-and-

The **DIAMOND EXPORT CORPORATION**, a corporation duly organized and existing by virtue of and under the laws of the Republic of the Philippines, with principal office address at \_\_\_\_\_, represented herein by its authorized representative, **ENGR. AUGUSTO C. NATIVIDAD**, hereinafter referred to as the "**DIAMOND EXPORT**".

(The **NATIONAL MUSEUM**, **CGO BACOOR**, **FRABELLE**, and **DIAMOND EXPORT** shall each be referred to as a "**PARTY**" and collectively, as "**PARTIES**")

**-WITNESSETH that-**

**WHEREAS**, the **NATIONAL MUSEUM** is a trust of the Government of the Philippines established and mandated by law to collect, conserve, maintain, preserve, store, and study plants, animals, rocks, minerals, fossils, as well as anthropological and archaeological specimens in the Philippines;;

**WHEREAS**, the **CGO BACOOR** is the gateway and a first-class urban component city in the Province of Cavite. **CGO BACOOR** is the public proponent of the **90-hectare Bacoor Reclamation and Development Project** (the "**90 BRDP**"), the **230-hectare Bacoor Reclamation and Development Project** (the "**230 BRDP**"), and the **100-hectare Diamond Reclamation and Development Project** (the "**100 DRDP**"), along the coast of Manila Bay in the waters of the City of Bacoor. The **230 BRDP**, **90 BRDP**, and **100 DRDP** are collectively referred to as the "**BACOOR RECLAMATION PROJECTS**";

**WHEREAS**, the **FRABELLE** is a private entity partner of **CGO BACOOR** in the **230 BRDP** and **90 BRDP** which shall provide for the experience, expertise and financial capability to implement the reclamation project and perform the desired land development pursuant to the joint venture agreement;

**WHEREAS**, the **DIAMOND EXPORT** is a private entity partner of **CGO BACOOR** in the **100 DRDP** which shall be primarily responsible for undertaking and completing the land reclamation and the land development component of the project including the arrangement of required finances for undertaking the said project;

**WHEREAS**, Manila Bay is a recognized archaeological site with significant potential for underwater archaeological finds, particularly shipwrecks. The bay and coastal shorelines have historically served as a venues for ancient trading and various maritime activities involving diverse vessels, including the renowned Galleon Trade. Manila Bay is also notable as the site of the Battle of Manila Bay during World War II. It is believed that its seabed may contain various sunken war vessels and potentially crashed aircraft, including unexploded ordinance, bombs and other explosives that associated these vessels and aircraft;

**WHEREAS**, the Department of Environment and Natural Resources (DENR) issued Environmental Compliance Certificate (ECC) to the **CGO BACOOR** for the **BACOOR RECLAMATION PROJECTS**, specifically **ECC-CO-1909-0023** (as amended) for the **90 BDRP**, **ECC-CO-2012-0028** for the **230 BDRP**, and **ECC-CO-1909-0024** for the **100 DRDP**, (collectively, the "**ECCs**"). Copies of the ECCs are herein attached as Annexes "A", "B" and "C".

**WHEREAS**, on the aforesaid **ECCs**, there is a provision that states the following:

*"The proponent shall coordinate prior to the initial stage of project implementation on the assessment of the presence of artifacts following the rules and protocols of the concerned agencies, i.e., National Museum - Cultural Properties Division, National Historical Commission of the Philippines - Historic Preservation Division and Philippine Navy for artifacts and bombs."*

**WHEREAS**, in compliance with the aforementioned provision in the **ECCs**, the **CGO BACOOR** has coordinated with the **NATIONAL MUSEUM** for the monitoring and compliance with existing regulations of the **BACOOR RECLAMATION PROJECTS**, including the implementation the proper recovery of artifacts, archaeological materials, and underwater archaeological heritage, in the event that the need will arise during the reclamation;

**WHEREAS**, the **PARTIES** agree that it is in their mutual interest to cooperate for nation-building and progress, embodying the spirit of government service. The **NATIONAL MUSEUM** shall monitor the **BACOOR RECLAMATION PROJECTS** in

compliance with existing regulations, determining whether significant archaeological materials may be unearthed or discovered as an incidental consequence of the reclamation and development project;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and their mutual covenants, the **PARTIES** hereby agree as follows:

**ARTICLE I.  
OBLIGATIONS OF THE PARTIES**

1. The **NATIONAL MUSEUM** shall assign and deploy its representatives during the dredging operations for the **BACOOOR RECLAMATION PROJECTS**;
2. The **CGO BACOOOR** shall notify the **NATIONAL MUSEUM** within 24 hours of the dredging operations of any of the **BACOOOR RECLAMATION PROJECTS**;
3. The **FRABELLE** shall shoulder all expenses incurred by the **NATIONAL MUSEUM** in the deployment of its representative during the dredging operations of the **90 BRDP** and **230 BRDP**;
4. The **DIAMOND EXPORT** shall shoulder all expenses incurred by the **NATIONAL MUSEUM** in the deployment of its representative during the dredging operations of the **100 DRDP**;
5. In the event that no representative from the National Museum of the Philippines (NMP) can be present during a dredging activity, the dredging activities shall be documented by the **CGO BACOOOR, FRABELLE, and DIAMOND EXPORT** by submitting to the NMP pictures and videos taken during the dredging activity within a reasonable period;
6. In the event that an artifact, archaeological material, or underwater archaeological heritage (the "**RELIC**") is unearthed or discovered during the dredging operations, the **CGO BACOOOR, FRABELLE, and DIAMOND EXPORT**, along with their employees and representatives, shall temporarily stop the dredging operations in the reclamation site where the **relic** is unearthed or discovered until it is duly secured and preserved in accordance with the instructions of the **NATIONAL MUSEUM**. Upon preservation of the unearthed or discovered **RELIC** by the **NATIONAL MUSEUM**, the dredging operations shall proceed immediately;
7. On its sole account, the **NATIONAL MUSEUM** shall promptly store and/or extract the unearthed or discovered **RELIC** to prevent any unreasonable disturbance in the dredging operations in the **BACOOOR RECLAMATION PROJECTS**; and

**ARTICLE II.  
REPRESENTATION and WARRANTIES**

The **PARTIES** represent and warrant that the persons signing and executing this **Agreement** on their behalf are duly authorized for the purpose, and that this **Agreement** shall be legal, valid, and binding upon the **PARTIES**, their successor, representatives, transferees, and assigns.

**ARTICLE III.  
EFFECTIVITY and TERMINATION**

This **Agreement** shall be effective upon signing by the **PARTIES**.

This **Agreement** shall be deemed terminated in the following conditions:

- A. Upon completion of the **BACoor RECLAMATION PROJECTS**;
- B. Violation or material breach of any provision of this **Agreement** by any or all the **PARTIES**;
- C. Upon mutual agreement in writing; and
- D. Failure or refusal of the **PARTIES** to fulfill their respective responsibilities and obligations under this **Agreement**, provided that the party initiating termination shall notify the other **PARTIES** in writing at least thirty (30) days from the intended termination date.

**ARTICLE IV.  
AMENDMENT / MODIFICATION**

No amendment or modification of this **Agreement** shall be valid except by written agreement among **PARTIES**.

**ARTICLE V.  
DISPUTE RESOLUTION**

Any dispute or disagreement of any kind whatsoever arising from any interpretation, implementation, or violation of the terms and conditions of this **Agreement**, shall, as far as practicable, be settled amicably. In case the **PARTIES** fail to amicably settle their differences and one of the **PARTIES** is constrained to seek judicial redress to protect its rights and interest, such suit shall be filed and prosecuted exclusively in the proper courts of the City of Bacoor, Cavite or City of Manila.

**ARTICLE VI.  
GOVERNING LAW**

This **Agreement** shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

**ARTICLE VII.  
SEVERABILITY**

If any term, provision, covenant, part, or condition of this **Agreement** is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this **Agreement**.

**ARTICLE VIII.  
OTHER COVENANTS**

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;
2. In complying with and implementing the terms of this **Agreement**, the **PARTIES** shall exercise good faith and cooperation to fulfill their common objective;
3. 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 is assignable;
4. The relationship of the **PARTIES** under and in relation to this **Agreement** shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the **PARTIES** or any of them as a partnership in which any one or more of the **PARTIES** may be liable for the acts or omissions of any other party or **PARTIES**, nor shall anything herein contained be considered or interpreted as constituting any party as the general agent of any other party;
5. The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this **Agreement** shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this **Agreement** by any party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this **Agreement**;
6. No party shall be liable to the other for any damages or delay in performing, or failure to perform, its obligations under this **Agreement** when the damages, delay, or failure is caused by force majeure or fortuitous event;
7. Except as may be otherwise specifically provided in this **Agreement**, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the **PARTIES** at their respective address outlined in this **Agreement**, or at such other addresses as may be subsequently specified by written notice

**IN WITNESS WHEREOF**, the **PARTIES** have hereunto affixed their signatures on the date and at the place first written above.

**NATIONAL MUSEUM OF THE  
PHILIPPINES**

**CITY GOVERNMENT OF BACOOR**

**JEREMY BARNES**  
*Director-General*

**HON. STRIKE B. REVILLA**  
*City Mayor*  
*SP Resolution No. 2023-\_\_\_*

**FRABELLE FISHING CORPORATION**

**DIAMOND EXPORT CORPORATION**

**MS. FRANCESCA TL. DE JESUS**  
*Authorized Representative*

**ENGR. AUGUSTO NATIVIDAD**  
*Authorized Representative*

**SIGNED IN THE PRESENCE OF:**

**BOBBY C. ORILLANEDA**  
*Officer-in-Charge - MUCHD*  
**NATIONAL MUSEUM OF THE  
PHILIPPINES**

**Atty. AIMEE TORREFRANCA-NERI**  
*City Administrator*  
**CITY GOVERNMENT OF BACOOR**

\_\_\_\_\_  
*Witness for*  
**FRABELLE FISHING CORPORATION**

\_\_\_\_\_  
*Witness for*  
**DIAMOND EXPORT CORPORATION**

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF BACoor ) S.S

BEFORE ME, a Notary Public for and in the City of Bacoor personally appeared the following persons with their respective forms of identification:

<b>Name</b>	<b>Identification</b>	<b>Date / Place of Issue</b>
<b>JEREMY BARNS</b>	Philippine Passport P5076851B	March 12, 2020 / DFA Manila
<b>HON. STRIKE B. REVILLA</b>	_____	_____
<b>FRANCESCA DE JESUS</b>	_____	_____
<b>ENGR. AUGUSTO C. NATIVIDAD</b>	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their free and voluntary act and deed and that of the institutions they respectively represent.

This instrument consists of seven (7) pages, including this page on which this Acknowledgement is written, signed by the Parties together with their instrumental witnesses on each and every page thereof.

**WITNESS MY HAND AND SEAL**, this \_\_\_\_ day of \_\_\_\_\_ 2023, in the City of Bacoor, Philippines.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2023.