



Republic of the Philippines
Province of Cavite
CITY OF BACOR

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

OFFICIAL BUSINESS

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

ON-LEAVE
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-496
Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH FRABELLE FISHING CORPORATION AND DIAMOND EXPORT CORPORATION REGARDING THE TREE PLANTING PROGRAM IN THE CITY OF BACOR.

Sponsored by:

Hon. Levy M. Tela.

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, and Hon. Michael E. Solis.

WHEREAS, on 29 April 2024, the Office of the City Mayor requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to sign a Memorandum of Agreement (MOA) with Frabelle Fishing Corporation (FFC) and Diamond Export Corporation (DEC) on behalf of the city government regarding the implementation of the Tree Planting Program in the City of Bacoor.

WHEREAS, as part of executed joint venture agreements and as required pursuant to Presidential Decree No. 1586 and its Implementing Rules and Regulations, the city government applied and was granted Environmental Compliance Certificates (ECCs) for the 90-hectare Inner Island Reclamation Project, 230-hectare Outer Island Bacoor Reclamation and Development Project, and the 100-hectare Diamond Reclamation and Development Project.

WHEREAS, each ECC requires the city government to submit a reforestation and carbon sink program using endemic/indigenous species to mitigate greenhouse gas (GHG) emissions in line with the Department of Natural and Environment Resources' thrust on GHG emission reduction programs within ninety (90) days prior to project constructions.

WHEREAS, the City Government of Bacoor has a tree planting program to be implemented within the city as part of its greening program.

WHEREAS, the FFC, DEC and the City Government of Bacoor intend that this tree planting program be a part of the



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Attested by:

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

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ON-LEAVE
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Bacoor Reclamation Projects' compliance with the ECC conditions mentioned above.

WHEREAS, a draft copy of the Memorandum of Agreement (MOA) was sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration. The proposed MOA is incorporated hereto and will be made an integral part of this Resolution.

NOW THEREFORE, after careful deliberation and upon the motion of Hon. Levy M. Tela, unanimously seconded ret of the council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod in regular session assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign the proposed MOA among the City Government of Bacoor, the Frabelle Fishing Corporation and the Diamond Export Corporation regarding the Tree Planting Program in the City of Bacoor.

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

APPROVED this 20th day of May 2024 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing resolution was passed by the Sangguniang Panlungsod of Bacoor, Cavite on the 20th day of May 2024.

Certified by:

HON. REYNALDO D. PALABRICA
City Councilor/ 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 is entered into this ____ day of _____ 2024, in the City of Bacoor, Cavite, Philippines, by and between:

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

The **DIAMOND EXPORT CORPORATION** is a corporation organized and existing under Philippine laws with a principal office address at 1051 Northbay Blvd., Navotas City, represented herein by its authorized representative, **Mr. AUGUSTO C. NATIVIDAD**, hereinafter referred to as the "**DEC**".

-and-

The **CITY GOVERNMENT OF BACOOR**, a local government unit existing under the laws of the Republic of the Philippines 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. _____, hereinafter referred to as the "**CITY**".

(The FFC, DEC and CITY are collectively referred to as "Parties")

WITNESSETH THAT:

WHEREAS, the CITY, as proponent for reclamation projects, executed joint venture agreements with the Frabelle Fishing Corporation (FFC) and the Diamond Export Corporation (DEC) for the development of the Bacoor coastline;

WHEREAS, as part of their respective joint venture agreements and as required pursuant to P.D. No. 1586 and its implementing rules, the CITY applied for and was granted Environmental Compliance Certificates (ECCs) for the 90-Hectare Inner Island and 230-Hectare Outer Island Bacoor Reclamation and Development Projects, and 100-Hectare Diamond Reclamation and Development Project (collectively the "Reclamation Projects");

WHEREAS, each Environmental Compliance Certificate (ECC) for the aforementioned three (3) reclamation projects requires the CITY to submit a reforestation and carbon sink program using endemic/indigenous species to mitigate greenhouse gas (GHG) emissions in line with the DENR's trust on GHG emission reduction programs within ninety (90) days prior to project construction;

WHEREAS, the ECC also requires that the status of implementation of the reforestation and carbon sink program shall be submitted as part of the City's compliance monitoring report;

WHEREAS, the City of Bacoor has a tree planting program to be implemented within the City's jurisdiction as part of its greening program;

WHEREAS, the FFC, DEC, and CITY intend that this tree planting program be a part of the Bacoor Reclamation Projects' compliance with the ECC conditions;

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

I. OBLIGATIONS OF THE PARTIES

1. The FFC and DEC shall provide seedlings of Nedra tree species or whichever seedlings of tree is necessary, for the city's greening program. The Nedra tree has been approved as the appropriate tree specimen for tree planting activity in various locations within the City of Bacoor, considering its ability to absorb carbon dioxide and pollutants and its low maintenance characteristics.

2. The FFC and DEC shall provide a total of 42,000 seedlings divided according to each project as such: 9,000 seedlings for 90 Hectares of Bacoor Reclamation and Development Project, 23,000 seedlings for 230 Hectares of Bacoor Reclamation and Development, 10,000 seedlings for 100 Hectares Diamond Reclamation and Development Project.

3. The CITY, through the City Environment and Natural Resources Office, shall receive and use the seedlings for its greening program, reserving the discretion of where to plant the trees within the city's designated areas.

4. The CITY shall be responsible for the actual planting of the seedlings as well as their maintenance and upkeep.

5. The CITY shall account for the number of tree seedlings received from FFC and DEC and ensure proper recording of the same.

6. The CITY recognizes that the assistance of FFC and DEC in the greening program of the City shall serve as compliance with the ECC requirements on reforestation and carbon sink program using endemic/indigenous species to mitigate greenhouse gas (GHG) emissions.

7. Subject to review of the CITY, the DEC and FFC shall be responsible for preparing the regular ECC compliance monitoring reports for submission to the DENR-EMB.

II. MISCELLANEOUS

1. **Entire Agreement.** 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. **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.

3. **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.

4. **Assignment.** 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.

5. Amendments and Waiver. 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. No waiver of any provision shall be deemed to constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given and will not constitute a continuing waiver.

6. Relationship of Parties. 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.

7. Binding Effect on Successor-in-Interest. Subject to the aforementioned assignment restrictions, 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.

8. Severability. 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.

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

10. Effectivity. This Agreement shall be effective upon its signing and 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 FFC, DEC, and the CITY.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ in the City of Bacoor, Cavite, Philippines.

**FRABELLE FISHING
CORPORATION**

By:

FRANCESCA TL. DE JESUS
President

**DIAMOND EXPORT
CORPORATION**

By:

AUGUSTO C. NATIVIDAD
President

CITY GOVERNMENT OF BACOOR

By:

STRIKE B. REVILLA
City Mayor
SP Resolution No. _____

Signed in the presence of:

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction, this ____ day of _____, 2024, personally appeared:

Name	Valid ID Number	Date of Expiry
FRANCESCA TL. DE JESUS		
AUGUSTO C. NATIVIDAD		
STRIKE B. REVILLA		

known to me and to me known to be the person who executed the foregoing modification, consists of four (4) pages, including this page where this acknowledgment is written, and acknowledged to me that the same is their own free and voluntary act and deed as well as of the corporations represented herein.

WITNESS MY HAND AND SEAL this ____ day of _____, 2024
in _____ City.

NOTARY PUBLIC

Doc. No. _____,
Page No. _____,
Book No. _____,
Series of 2024.