



COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

COMMITTEE REPORT

NO. ENR 032-S-2024

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Subject: *PCR 568-2024 – REQUEST FROM THE OFFICE OF THE CITY MAYOR: 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. (PCR 568-2024 dated May 06, 2024)*

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Members of the committee met in order to call the Committee hearing on 16 of May, 2024 at 1:17 PM. It was presided over by Chairperson of Environment and Natural Resources Hon. Levy M. Tela.

**FINDINGS:**

Trees contribute to their environment by providing oxygen, improving air quality, climate amelioration, conserving water, preserving soil, and supporting wildlife. During the process of photosynthesis, trees take in carbon dioxide and produce the oxygen we breathe.

In order to reduce greenhouse gas emissions in the DENR's trust on GHG emission reduction initiatives, the city must submit a reforestation and carbon sink program employing endemic/indigenous species to the ECC for the reclamation projects no later than 90 days before project construction.

Environment Compliance Certificate for the reclamation projects require the city to submit a reforestation and carbon sink program using endemic/indigenous species to mitigate greenhouse gas emission in the DENR's trust on GHG emission reduction programs within 90 days prior to project construction.

For the City Greening Program, the two parties' partner of the LGU will supply Nedra tree seedings or any other tree seedings that are required. The Nedra tree has been approved as a suitable specimen for planting in several sites within the City of Bacoor due to its low maintenance requirements and capacity to absorb pollutants and carbon dioxide.

A total of 42,000 seedings, divided by project, will be provided by Frabelle Fishing Corporation and its partner Diamond Export Corporation.

LGU shall be responsible for actual planting of seedlings as well as maintenance and upkeep.



**RECOMMENDATION:**

This Agreement will actively promote tree-planting and carry out greening projects of the city in order to achieve environmental sustainability. A cooperative relationship with Frabelle Fishing and Diamond Export has been sought in order to advance this goal. The planting of trees will also be a component of the city government's adherence to the ECCs linked to reclamation projects that the DENR has issued. The committee respectfully recommends that the proposed resolution mentioned above be **APPROVED**.

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


Signed this     day of May 2024 at the City of Bacoor, Cavite.

**COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES**

  
\_\_\_\_\_  
**COUN. LEVY M. TELA**  
Chairman

  
\_\_\_\_\_  
**COUN. REYNALDO M. FABIAN**  
Vice Chairman

  
\_\_\_\_\_  
**COUN. ADRIENTO G. GAWARAN**  
Member

  
\_\_\_\_\_  
**COUN. REYNALDO D. PALABRICA**  
Member





COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

COMMITTEE MINUTES

NO. ENR 032-S-2024

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Subject: *PCR 568-2024 – REQUEST FROM THE OFFICE OF THE CITY MAYOR: 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. (PCR 568-2024 dated May 06, 2024)*

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The committee hearing was executed on May 16, 2024, 1:17 p.m. at the Session Hall, 6th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy. Bayanan, City of Bacoor, Cavite. It was presided over by Chairman, Hon. Levy M. Tela, Committee on Environment and Natural Resources.

Members Present:

Hon. Reynaldo Fabian	-	Vice Chairman, CE
Hon. Reynaldo Palabrica	-	Member, CENR
Hon. Adrielito Gawaran	-	Member, CENR

Also Present:

Hon. Simplicio Dominguez	-	City Councilor
Hon. Alejandro Gutierrez	-	City Councilor
Hon. Rogelio Nolasco	-	City Councilor
Ms. Theresa Calo	-	City Environment Service Department
Atty. Salve Valenciano	-	Office of City Legal Service
Ms. Ma. Angela Andutan	-	Frabelle Fishing Corporation
Ms. Ella Tan	-	Diamond Export Corporation

Hon. Tela: (pinakilala ang isa't isa at pinakita ang pagbati at pagkakilala ng kasalukuyang katayuan.) What is your suggestion and comment regarding this request resolution? Nabasa ninyo na ba ang MOA?

Ms. Andutan: "Yes po! Actually Sir, No! before this naman po meron kaming coordination sa legal office po, to reviews all the MOA's. That MOA po, I believe na ok na sa legal office that's why na endorse siya sa Mayor's office for the signing po ng Mayor."

Hon. Tela: "sa legal po, ok na ba itong memorandum of agreement?"



Atty. Valenciano: "Good afternoon po! Yes, po regarding this memorandum of agreement, endorse po ito sa office naming since last year, however due to coordination ng LGU and with the Frabelle Shipping Corporation and Diamond Export Corporation nitong taon lang po to na finalize, and upon checking din po, as a procedure naman po sa ating LGU once the agreement is finalized saka lang poi to ipapa approved kay Mayor then sa Office of the Mayor with authorization of honorable council po ng ating lungsod. In addition to that po, yung content po ng ating agreement, iyung sinasabi po dito na provision po ng ating seedling para po sa tree planting activities, I believe na meron na pong initial na naganap na donation. Nakapagbigay na po ang ating private partner entity dito which was ginamit po during tree planting activities natin during the celebration of Bacood Festival last September."

Ms. Calo: "Bakit po tayo nag come up sa MOA na ganito? So, as we all know, we have 3 reclamation sites 90, 100, and 230. Base on the approved of Environmental Compliance Certificate (ECC), one of the general condition is, submit reforestation and carbon zinc program using endemic, indigenous species to mitigate Green House Gas emission inline with the DENR's trust on GHG emission reduction program within 90 days prior to project construction. The program status of implementation shall be submitted as part of is compliance monitoring report. So since ang Bacoor proponent and partner natin Frabelle and Diamond, mag co comply po tayo dito sa condition ng ECC, however hindi po kasali ang City of Bacoor, hindi siya kino consider na NGP area o National Greening Philippines. Hindi po tayo consider dun, meron po silang requirements. So para tayo maka comply dito sa tatlong ECC ng ating reclamation site nag come po tayo ng MOA, na kung saan dito po tayo sa city magtanim, include po natin iyung tatlong reclamation site. At ang mag provide ng lahat ng seedling base po dito sa MOA ay ang ating partner. Kaya po nag come up tayo sa MOA na ito at na review naman ito ng legal. Ang lahat po ng planting site dito, ang office po ang mag designate dun at mangangalaga dito at sila napo ang bahala sa 42,000 seedling NEDRA po."

Ms. Andutan: "Additional lang po dun sa sinasabi ni Ma'am Tere, sa reforestation program natin, hindi lang iyung tree planting. And also conservation iyung maintenance and well kasama na dun ang tree planting. Magsisimula talaga sa tree planting. Wala ka namang I maintain at I conserve so that the part of reforest program. And again inuulit ko lang po na ang purpose ng MOA na ito is to have a agreement between the parties involve iyun sa reclamation and sa LGU po, to continue po iyung ganitong activity in connection of the reclamation project."

Hon. Gawaran: "Ma'am ang tanong ko hol, iyung atin na sinasabi ninyo iyung vicinity ng Bacoor magtanim tayo at ni re required natin ang Frabelle?"

Ms. Calo: "Sila po ang mag provide sa atin ng buto."

Hon. Gawaran: "iyun nga hol! Ni rerequire natin na mag provide na magtanim sila dun sa reclamation, nag co comply naman hol, tama po ba? Inimplement din."

Ms. Calo: "Yes po"





Hon. Gawaran: "Iyun naman pala wala tayong problema sa kanila at wala na tayong paguusapan."

Hon. Tela: "As a requirement lang naman at kailangan di namang malaman ng Sanggunian."

Hon. Palabrica: "May motion na ata for approval, natutuwa ako dito kasi tree planting na ang pinag-uusapan, ibig sabihin ang reclamation natin wala ng problema. What is the status of our reclamation project, that is my question?"

Ms. Andutan: "As for this moment po, suspended pa rin po siya. We working on the requirements, mga submittals, mga submission natin sa DENR. Yung compliances natin environmentally ay tuloy tuloy."

Hon. Palabrica: "How about the ECC, parang ma eexpire na ata ang ECC natin?"

Ms. Andutan: "Ano naman po, na receive natin ang ECC nung 2021, if ever, nakalagay kasi sa law natin, pag walang tayong ginawa as in na receive natin ang ECC at wala tayong ginawa, meron tayong 5 years na expiration ng ECC. Ever since naman po na nakuha natin ang ECC since 2021 meron po tayong mga activities, especially environmental compliances also meron tayong social compliances."

Hon. Palabrica: "Meaning to say that our ECC is still valid?"

Ms. Andutan: " Yes po."

Hon. Palabrica: "So wala tayong problema dun kasi may 5 years perio of validity."

Ms. Andutan: "Kung wala pong action upon receiving the ECC."

Hon. Palabrica: "Nakakatuwa naman, napahirap kunin ang ECC, alam na alam ko ang istorya ng pagkuha ng ECC at napahirap po niyan at nakuha naman natin finally. And I am very glad to hear that ECC issued to us is still valid. Again Mr. Chair nakakatuwa kasi magtanim na lang kaso paano tayo magtanim kung wala naman tayong lupa. So because of moratorium issued by office the President that's why this reclamation project was istalled". Sa tingin ninyo, base on your information receive from of course from the office of the President at dun naman ang ating Bosing, nandun na si Secretary katabi na ng Presidente, any good news regarding our propose reclamation?"

Ms. Andutan: "Right now po we are hoping hindi pa ito final but we are hoping na ma lift this May 2024."

Hon. Palabrica: "As far as your information concern, isa lang ang napayagan diyan sa Manila bay area. Di ba isa lang, diyan sa may Sofitel area."

Ms. Andutan: "Dalawa po!"



Hon. Palabrica: "Isa lang eventually at nagkaroon pa ng isa pa at tuloy tuloy dun sa may Sofitel area". Do you have any information kung kailan tayo."

Ms. Andutan: "If ever po na ma lift ang suspension this month, in term of the mobilization, maximum po 3 months. To mobilize iyung mga contractor natin. Definitely by this time po supposidly talaga, wala pang reclamation itself but yung on site naman po iyung preparation again patuloy naman iyung pag process naming. Once the suspension is lifted madali po ang pag process naming ng mobilization."

Hon. Palabrica: "May itatanong lang ako sa ating CESD representative kay Ma'am Teresa, we are not included in NGP pero mag cocomply tayo. To show our support regarding NGP program, tama po ba? Iyung sinasabi mo kanina, tama ba yun? In regards of memorandum of agreement sabi mo kanina, ang projected number of tree to be provided by Frabelle and Diamond export is 42,000. Kasama po ba diyan yung Mangrove trees."

Ms. Andutan: "Pwede po akong sumagot, In regards po diyan kung by trees lang kasi, its roughly 42,000 if magiging literal tayong compliance kung ilang trees ang mailalagay per hectare. Since meron tayong ginagawang reforestation program kasi, absolute na magiging full na siya. Planting of the trees to maintaining it and conservation of the area is part of the whole reforestation program. I hope na maapproved ng DENR on that matter. For that specifically, for the purpose of the our compliance with regards to the planting of tree, reforestation and carbon zinc program na nakalagay sa ECC natin by that time po nag donate kami ng trees specifically sa event po na ginawa nung September 29, 2023 which is tree planting program ng City. So on that MOA specified only activities na ginawa nung September 29."

Ms. Calo: "Para po Sir dun sa compliance ng ECC ang (PENRO) po at LGU Bacoor Certification po ang I issue sa ating project."

Hon. Palabrica: "Ang mag i-issue ay PENRO, na nagkaroon tayo ng tree planting project as proof na we are complying the ECC requirements. So definitely magkakaroon tayo ng shoreline kasi napakalaki ng dagat, ilang hectares lang naman yan nasa 400 hectares in totality. So definitely we will have a shoreline as a part of peace conservation program na rin, aquatic conservation program mainam na kung may mangrove na rin as shield sa malalakas na alon not to destroy the structure na gagawin natin iyung reclamation so it's better kung meron pa ring mangrove area. To be identified iyung area strategically kung saan iyung maalon na magandang paglagyan. Kaya tinatanong ko yun kasi meron tayong aquatic and fish ordinance dito. In relative to that e-align na natin."

Atty. Valenciano: "Wala na tayong objection on the matter, yung content naman po ng proposed agreement has been disguise with coordination ng ating private partner entity with the CESD. Iyung kanina pong binabanggit mangrove ba ang e-include portion naman po dun sa MOA na Nedra tree species or whichever seedings of tree is necessary. So ang recommendation LGU thru CESD na ganitong mga puno ang kanilang ibigay ng Frabelle at Diamond Export. I think mapag-uusapa naman po iyun. No more further objection."





Hon. Tela: "Other objection from Vice-Chairman Fabian."

Hon. Fabian: "Iyun namang proposal ninyo wala namang problema diyan. Talagang papayag naman tayo. May katagalan pa yan kasi wala pa tayong tataniman."

Hon. Tela: "Atleast naka prepared tayo kahit wala pang tataniman."

Ms. Calo: "Meron napo dito sa city eventually pag nagawa na siya dun din po sa reclamation."

Hon. Palabrica: "Meaning hindi siya concentrated sa reclaim area lang. One last question Mr. Chairman, kailangan pa talaga itong MOA eh tree planting lang naman ito at reforestation lang naman ito. It's already specified dun sa ECC requirement na sa ECC issuance natin kasama na yun at mga condition. It is necessary Atty."

Atty. Valenciano: "Formality na lang siguro ng arrangement and agreement."

Hon. Palabrica: "As a proof that we enforce the ECC parang ganun. Applicant ng reclamation is Local Government Unit ng Bacoor and financer natin Frabelle and Robinson. Hindi kanila ang reclamation, atin yun, sa Local Government Unit yun. Mali ang konsepto na sa Frabelle yan. Ang reclamation is reclamation of Local Government Unit ng Bacoor finance by private partner Robinson and Frabelle para tama ang konsepto natin. So this MOA is proof that we complying the ECC condition."

Hon. Tela: "If no objection please move to adjournment of this committee hearing."

The committee hearing was adjourned at 1:40 p.m.

Prepared By:

**ELENA B. SOMBRANO**  
Clerk

Attested By:

**COUN. LEVY M. TELA**  
Chairman







Office of the Sangguniang Panlungsod  
 Received by: Janet Pring  
 Date: 20 2024  
 Time: 2:30pm

**COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES**

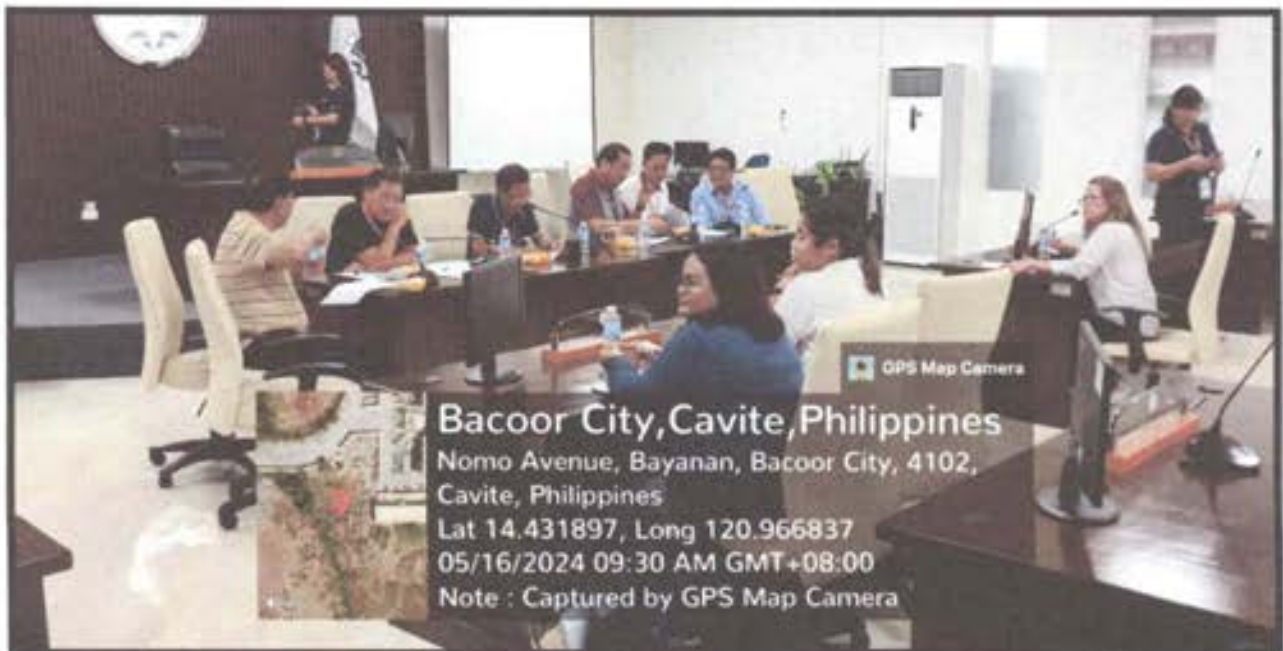
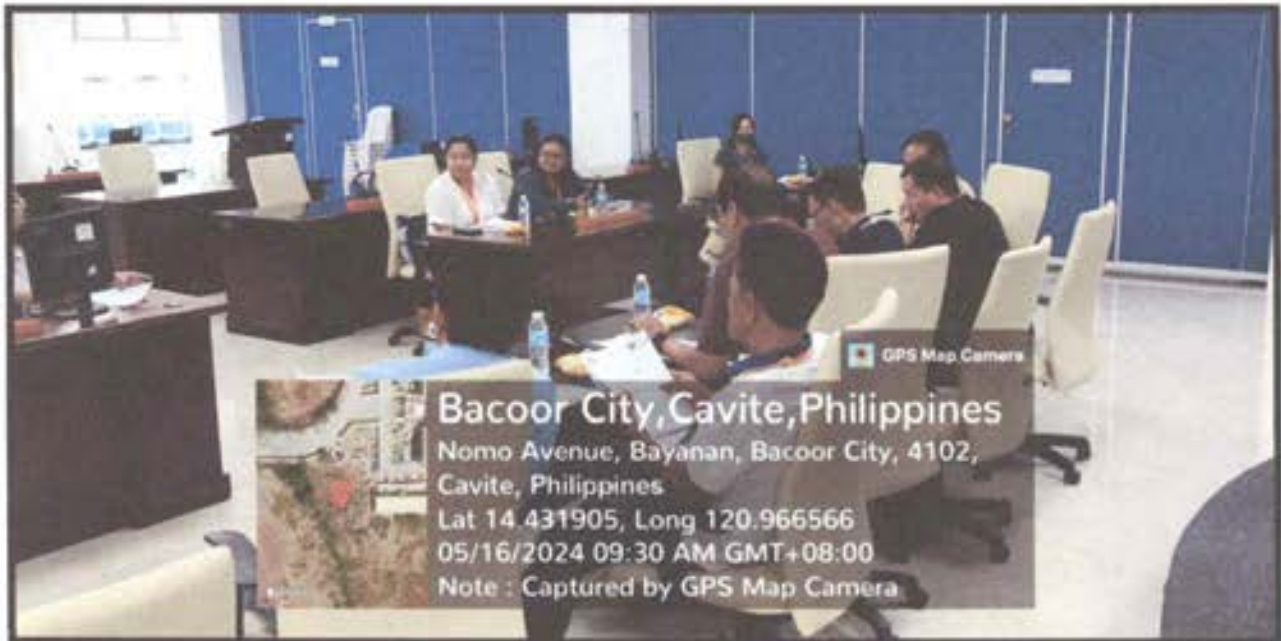
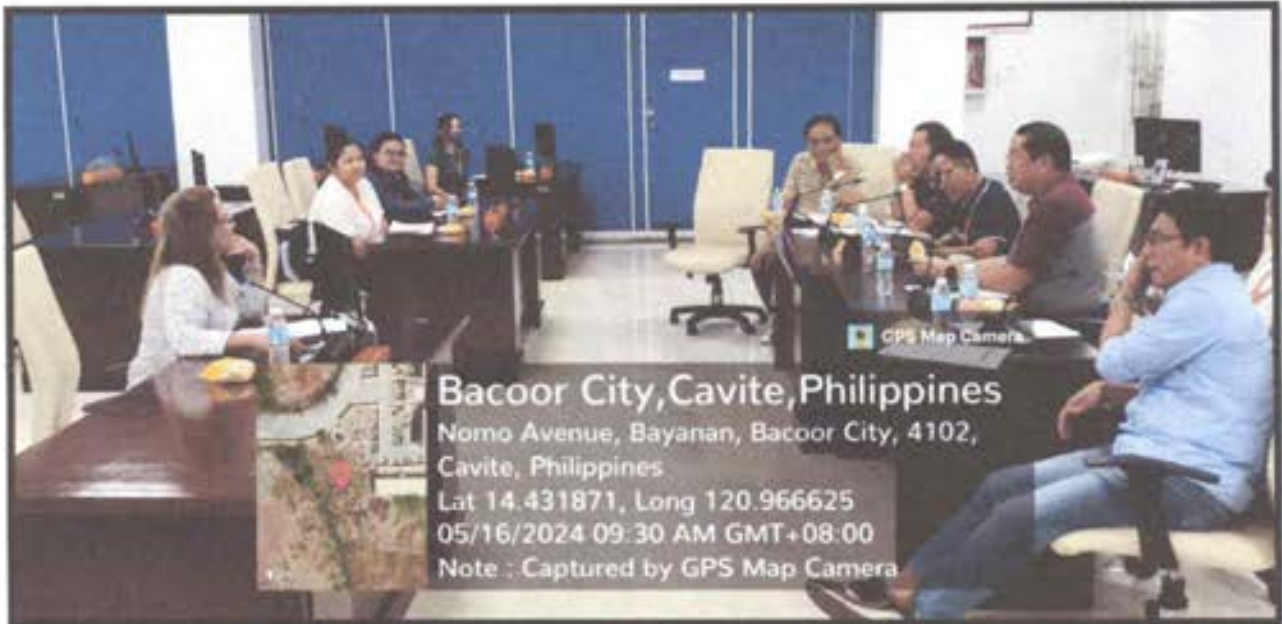
**ATTENDANCE OF COMMITTEE HEARING**

(May 16, 2024 1:00 PM)

(Sangguniang Panlungsod Session Hall, 6th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy Bayanan, City of Bacoor, Cavite)

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH FRABELLE FISHING CORPORATION AND DIAMOND EXPORT CORPORATION REGARDING THE TREE PLANTING PROGRAM IN THE CITY OF BACOOR. (PCR 568-2024 dated May 6, 2024).**

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
Hon. Levy Tela			
Hon. Reynaldo Palabrica			
Hon. Adrielito Gawaran			
Hon. Reynaldo Fabian			
Theresa Calo	CESD	09176455837	5/16/24
HON. ALEJANDRO GUTIERREZ			5/16/24
Ella Tan	Frabelle / Diamond	09178340079	05/16/24
Maria Angela Andutan	Frabelle / Diamond	0917 819 9811	5/16/24
HON. SIMPLIKID DOMINGUEZ			
Valve Valenciano	Ofc of the City legal Service		5-16-24
Hon. Rogelio Nolasco	CP		







Republic of the Philippines  
PROVINCE OF CAVITE  
City of Bacoor



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2023 Awardee  
CITY OF BACOR

OFFICE OF THE SANGGUNIANG PANLUNGSOD **BACORONG PILIPINAS**

CG6CR-SPBac-F003.01  
04/05/2024

PCR 568-2024 – REQUEST FROM THE OFFICE OF THE CITY MAYOR: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACORONG WITH FRABELLE FISHING CORPORATION AND DIAMOND EXPORT CORPORATION REGARDING THE TREE PLANTING PROGRAM IN THE CITY OF BACORONG.



Republic of the Philippines  
Province of Cavite  
**CITY OF BACORONG**  
*Office of the Mayor*



25 April 2024

**HON. ROWENA BAUTISTA-MENDIOLA**  
Vice Mayor  
City Government of Bacoor

OFFICE OF THE  
SANGGUNIANG PANLUNGSOD  
RECEIVED  
BY: RUTH  
DATE: 4/25/24 Time: 2:08 pm  
BACORONG CITY, CAVITE

THRU **ATTY. KHALID ATEGA JR.**  
Sangguniang Panlungsod Secretary

**SUBJECT: REQUEST FOR CITY RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO ENTER INTO AN AGREEMENT WITH FRABELLE FISHING CORPORATION AND DIAMOND EXPORT CORPORATION REGARDING THE TREE PLANTING PROGRAM IN THE CITY OF BACORONG.**

Dear Hon. Bautista-Mendiola,

*Greetings in the name of public service!*

Under Section 22 of Republic Act No. 7160, a local government unit, through its chief executive, possesses the power to engage in contracts, subject to prior authorization from the concerned Sanggunian.

Exercising the above-mentioned fundamental power granted to local government units, the City Government of Bacoor is committed to pursue an environmental sustainability by actively promoting and implementing tree planting and greening initiatives. To further this commitment, a collaborative partnership with Frabelle Fishing Corporation and Diamond Export Corporation has been sought. These tree planting activities will also serve as part of the City Government's compliance with the DENR-issued ECCs related to reclamation projects. A proposed agreement on the matter is attached herewith for reference.

In consideration of the foregoing, I respectfully request the esteemed members of the Sangguniang Panlungsod to enact a resolution authorizing the undersigned to enter into and sign an agreement with the FFC and DEC.

Thank you.

Respectfully yours,

**STRIKE B. REVILLA**  
City Mayor

Office of the Mayor  
Strike B. Revilla  
0917-551-1000  
55220241950



Address: Bacoor Government Center, Bacoor West  
City, Cavite 0801  
Telephone: 042-551-1000  
Website: www.bacoor.gov.ph

BACK



**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 BACOOD**, 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;

**BACK**





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.

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 City of Bacoor



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 2023-2024

**OFFICE OF THE SANGGUNIANG PANLUNGSOD** **BAGONG PILIPINAS**  
 CGBCR-SPBac-F003.01  
 04/05/2024

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 PFC, DEC, and the CITY.

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

By: **FRABELLE FISHING CORPORATION**

By: **DIAMOND EXPORT CORPORATION**

**FRANCESCA TL. DE JESUS**  
*President*

**AUGUSTO C. NATIVIDAD**  
*President*

**CITY GOVERNMENT OF BACOOR**  
 By:

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

Signed in the presence of

**BACK**





**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF BACCOOR ) 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.

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