



COMMITTEE ON BARANGAY AFFAIRS

COMMITTEE HEARING REPORT

NO. BA-PCR-604-2024

Office of the Sangguniang Panlungsod
Received by: Janet P. Pineda
Date: 6/20/2024
Time: 3:30 pm

Subject: **A REQUEST FROM THE OFFICE OF THE CITY MAYOR: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND JOY JOY PET SHOP RELATIVE TO THE CONDUCT OF CRAB, SHRIMP AND SEAFOOD FARMING WITHIN THE IDENTIFIED MANGROVE AREAS IN BACOR CITY, CAVITE. (PCR-604-2024 dated June 18, 2024)**

A request from the Office of the City Mayor for a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement (MOA) between the City Government of Bacoor and Joy Joy Pet Shop. This MOA pertains to the conduct of crab, shrimp, and seafood farming within the identified mangrove areas in Bacoor City, Cavite.

FINDINGS:

The Barangay Affairs Committee convened to deliberate on the proposed resolution. The key points discussed were:

1. Environmental and Economic Benefits:

-Sustainable Development: The project aligns with sustainable development goals by promoting using mangrove areas for aquaculture, which can enhance the local ecosystem.

-Economic Growth: The farming of crabs, shrimp, and other seafood can provide significant economic benefits to the local community, including job creation and increased income for residents involved in aquaculture.

2. Partnership and Expertise:

-Collaboration: Partnering with Joy Joy Pet Shop, which has expertise in aquaculture, ensures that the project will be managed effectively and sustainably.

-Knowledge Transfer: This partnership can facilitate knowledge transfer and capacity building for residents, promoting best practices in aquaculture and environmental management.

3. Community Impact:

COMMITTEE HEARING REPORT PCR-604-2024

AUTHORIZATION FOR MAYOR STRIKE B. REVILLA TO SIGN MOA WITH JOY JOY PET SHOP FOR SEAFOOD FARMING IN BACOR MANGROVE AREAS





- Food Security: The project contributes to local food security by increasing the availability of seafood products.
- Community Involvement: Engaging the community in the project fosters a sense of ownership and responsibility for the local environment, promoting conservation efforts.

RECOMMENDATION:

The Barangay Affairs Committee unanimously supports **approving** the resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the Memorandum of Agreement with Joy Joy Pet Shop. The committee believes that passing this resolution is essential for the following reasons:

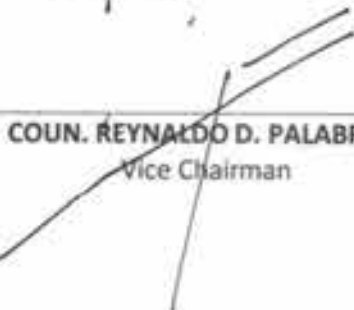
- It promotes sustainable development and environmental conservation within the mangrove areas.
- It supports economic growth and job creation in Bacoor City.
- It enhances local food security and community involvement in environmental management.
- It leverages the expertise of Joy Joy Pet Shop to ensure the project's success.

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

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

Committee on Barangay Affairs


COUN. RANDY C. FRANCISCO
Chairman


COUN. REYNALDO D. PALABRICA
Vice Chairman


COUN. LEVY M. TELA
Member


COUN. ROGELIO M. NOLASCO
Member

COMMITTEE HEARING REPORT PCR-604-2024
AUTHORIZATION FOR MAYOR STRIKE B. REVILLA TO SIGN MOA WITH JOY JOY PET SHOP FOR SEAFOOD FARMING IN BACOOR MANGROVE AREAS





Office of the Sangguniang Panlungsod
Received by: Janet P. [Signature]
Date: 06 JAN 2024
Time: 2:50 PM

COMMITTEE ON BARANGAY AFFAIRS

EXCERPT FROM THE MINUTES OF REGULAR SESSION

CBA-PCR-604-2024

Subject: A REQUEST FROM THE OFFICE OF THE CITY MAYOR: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND JOY JOY PET SHOP RELATIVE TO THE CONDUCT OF CRAB, SHRIMP AND SEAFOOD FARMING WITHIN THE IDENTIFIED MANGROVE AREAS IN BACOOR CITY, CAVITE PCR-604-2024 dated June 18, 2024

The 95th Regular Session was held last June 18, 2024 at the Session Hall of the Sangguniang Panglungsod. City Vice Mayor and Presiding Hon. Rowena Bautista Mendiola presided the Regular Session and was called to order at exactly 10:05 a.m.

Atty. Khalid Atega, Jr., Secretary of the Sangguniang Panlungsod proceeded with the roll call, the approval of the Journal and minutes of the 94th Regular Session, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

City Councilor Honorable Michael E. Solis moved for the suspension of the internal rules duly seconded by the members of the Sangguniang Panlungsod, the internal rules were suspended.

Upon reading and referral of agenda item No. L.2 PCR-604-2024: **A Request from The Office of The City Mayor: A Resolution Authorizing the City Mayor, Hon. Strike B. Revilla, To Sign a Memorandum of Agreement Between the City Government of Bacoor and Joy Joy Pet Shop Relative to The Conduct of Crab, Shrimp and Seafood Farming Within the Identified Mangrove Areas in Bacoor City, Cavite**, City Councilor Hon. Randy C. Francisco moved for the approval of the above-mentioned subject matter. The Barangay Affairs Committee respectfully submits this report to the Sangguniang Panlungsod ng Bacoor for consideration and approval. The committee believes that implementing this resolution will provide significant benefits to the community and the local environment, fostering sustainable development and economic growth in City of Bacoor.

COMMITTEE HEARING MINUTES PCR-604-2024

AUTHORIZATION FOR MAYOR STRIKE B. REVILLA TO SIGN MOA WITH JOY JOY PET SHOP FOR SEAFOOD FARMING IN BACOOR MANGROVE AREAS



Address: Bacoor Legislative and Disaster Resilience Bldg.,
Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: (046) 417-0727
Website: www.bacoorcitysp.com



Cert. no. 24/181800



By the motion of Hon. Randy C. Francisco duly seconded by all the members of the Sangguniang Panlungsod, the above subject matter was **APPROVED** during its 95th Regular Session.

City Councilor Honorable Alejandro F. Gutierrez moved for the adjournment of the 95th Regular Session duly seconded by the majority of the members of the 5th Sangguniang Panlungsod. The regular session was adjourned at exactly 11:20 a.m.

Prepared by:


NICOLE ANNE G. VILLARIN
Clerk

Attested by:


COUNCILOR RANDY C. FRANCISCO
Chairman
Committee on Barangay Affairs

COMMITTEE HEARING MINUTES PCR-604-2024

AUTHORIZATION FOR MAYOR STRIKE B. REVILLA TO SIGN MOA WITH JOY JOY PET SHOP FOR SEAFOOD FARMING IN BACOOR MANGROVE AREAS



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PCR - 604



Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the City Mayor



June 5, 2024

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor,
Bacoor Government Center
Bacoor City, Cavite

OFFICE OF THE
SANGGUNIANG PANGUNGSDOD
RECEIVED
BY: RUTH
DATE: June 5, 2024
BACORR CITY, CAVITE

Thru: Atty. Khalid Atega, Jr.
Sangguniang Panglungsod Secretary

Subject: Endorsement Letter

Dear Hon. Bautista-Mendiola:

I hereby endorse to the esteemed members of the Sangguniang Panglungsod for appropriate action the Draft Memorandum of Agreement between the City Government of Bacoor and Joy Joy Pet Shop, represented by Mr. Bernaid Cenizal. The said agreement is relative to the conduct of crab, shrimp and seafood farming within the identified mangrove areas in Bacoor City.

Attached herewith is the aforementioned Draft Memorandum of Agreement for your immediate reference.

I trust that you give this matter your utmost consideration.

Sincerely yours,


STRIKE B. REVILLA
City Mayor

Office of the Mayor: 
Strike B. Revilla

00920282988

Page 1 of 1



Address: Bacoor Government Center, Bacoor III
Brgy. Bayanan, City of Bacoor, Cavite
Telephone: 434-11
Website: www.bacoor.gov.ph



Republic of the Philippines
Province of Cavite
CITY OF BACOOR



OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT NO. 763, SERIES OF 2024

TO : Atty. AIMEE TORREFRANCA-NERI
City Administrator

CC : Hon. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

THRU: Atty. PAUL MICHAEL G. SANGALANG
Office of the City Mayor

SUBJECT : Transmittal – Memorandum of Agreement with Joy-Joy Petshop for the Mangrove Maintenance and Crab Fattening

DATE : 25 June 2024

Handwritten initials and signature: MHO, A. Franco, R. Mendiola, P. Sangalang

Pursuant to your letter dated 19 June 2024, this Office has accomplished reviewing and revising the Memorandum of Agreement between the City Government of Bacoor and Joy-Joy Petshop for Mangrove Maintenance and Crab Fattening.

All things having been found to be in order, this Office hereby formally transmits to your good office the Memorandum of Agreement for endorsement to the Office of the City Mayor for their approval, and if found sufficient, for further endorsement to the Sangguniang Panlungsod, for their appropriate action.

Thank you.

Respectfully yours,

Handwritten signature of Atty. Marius D. Sumira
ATTY. MARIUS D. SUMIRA
Office of the City Legal Service

Approved by:

Handwritten signature of Atty. Kim Nyca R. Lofranco
ATTY. KIM NYCA R. LOFRANCO
City Legal Officer



Address: Bacoor Government Center, Bacoor Blvd.
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("MOA") is made and entered into this ___ day of June 2024 (the "Effective Date") by and between.

The **CITY GOVERNMENT OF BACOR**, a local government unit existing under the laws of the Republic of the Philippines, with principal office address at Office of the City Mayor 3rd Floor Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, herein represented by its local chief executive, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in Sangguniang Panlungsod Resolution No. _____, Series of 2024, hereinafter referred to as the "**LGU BACOR**";

- and -

JOY-JOY PESHOP, a sole proprietorship duly registered and existing under the laws of the Republic of the Philippines, with principal office address at 565, BDC Building, Tirona Highway, BrDulong Bayan, City of Bacoor, Cavite represented herein by its Sole Proprietor, **Mr. BERNALD CENIZAL**, hereinafter referred to as "**JOY-JOY PESHOP**";

Collectively referred to as the "**PARTIES**".

WITNESSETH:

WHEREAS, the **LGU BACOR** recognizes the importance of mangrove ecosystems in coastal protection, biodiversity, and sustainable livelihood opportunities;

WHEREAS, the mangrove ecosystems support a wide range of marine and terrestrial species, thereby contributing to the overall biodiversity and ecological balance of the region;

WHEREAS, sustainable crab fattening provides an alternative livelihood for local communities, promoting economic development while ensuring the conservation of natural resources;

WHEREAS, **JOY-JOY PESHOP** has expertise in mangrove maintenance and crab fattening and is willing to undertake activities to enhance and sustain these efforts in the City of Bacoor;

WHEREAS, both parties are committed to promoting environmental sustainability and community welfare through collaborative efforts;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree and understand as follows:

SECTION 1. Objective.

- (1) To promote and sustain the maintenance of mangrove ecosystems within the designated areas in the City of Bacoor;
- (2) To develop a sustainable crab fattening project that benefits the local community and enhances biodiversity;
- (3) To foster environmental awareness and education among the local community about the importance of mangroves and sustainable practices;
- (4) To contribute to the protection and rehabilitation of coastal areas through mangrove planting and maintenance activities;
- (5) To create job opportunities and stimulate economic growth within the community through sustainable livelihood projects.

SECTION 2. Responsibilities of the Parties.

(1) The following shall be the obligations of the **LGU BACCOOR**:

- a. Provide the designated area for mangrove maintenance and crab fattening;
- b. Ensure the security and accessibility of the area to **JOY-JOY PESHOP** and its team;
- c. Assist **JOY-JOY PESHOP** in its application of the necessary permits and clearances required for the Project;
- d. Monitor the progress and provide technical support as needed.

(2) The following shall be the obligations of **JOY-JOY PESHOP**:

- a. Undertake the maintenance and preservation of the mangrove ecosystem in the designated area;
- b. Develop and manage a sustainable crab fattening Project in accordance with best practices;
- c. Submit a detailed Project Plan and timeline within 30 days from the signing of this MOA;
- d. Provide quarterly progress reports to the **LGU BACCOOR**;
- e. Ensure that the activities comply with environmental regulations and sustainability principles;
- f. Comply with all other obligations specifically mandated in this Agreement.

SECTION 3. Term and Termination.

- (1) This MOA shall be effective upon signing and shall remain in force and effect for a period of years unless terminated earlier as provided herein.

- (2) Either party may terminate this MOA through a prior written notice sent to the other party thirty (30) days before the intended date of termination. In the event of termination, both Parties shall ensure that any ongoing activities are properly concluded to avoid environmental harm and Project disruption.

SECTION 4. Funding and Resources.

- (1) **JOY-JOY PESHOP** shall shoulder all costs associated with the Project;
- (2) **JOY-JOY PESHOP** may seek additional funding or resources from external sources, provided that such sources are disclosed to the **LGU BACOR**;
- (3) Any assets or equipment purchased by **JOY-JOY PESHOP** shall remain its property upon termination of this MOA.

SECTION 5. Environmental and Maintenance Fee or Contribution and Remittance.

- (1) To support the environmental and maintenance efforts of the **LGU BACOR**, **JOY-JOY PESHOP** agrees to allocate a portion of the revenue generated from the crab fattening and mangrove activities. For the duration of the Agreement, the fee or contribution shall be equivalent to FORTY PERCENT (40%) of the revenue generated **to be remitted quarterly**. This rate of fee or contribution shall be subject to renegotiation upon the written request of any Party duly served to the other.
- (2) For accounting and transparency purposes, the **JOY-JOY PESHOP** shall keep a book of accounts for all the revenue generated from the crab fattening and mangrove activities. **JOY-JOY PESHOP**
- (3) **JOY-JOY PESHOP** has ten (10) working days after the end of each quarter to remit or transfer the fee or contribution for such period to the **LGU BACOR**.
- (4) The Office of the City Administrator shall be in charge of monitoring the remittance made in accordance with this MOA.

SECTION 6. Monitoring and Evaluation.

- (1) The Parties shall form a Joint Monitoring Committee to oversee the Project's implementation.
- (2) Regular site visits and assessments shall be conducted on a monthly basis to ensure compliance with the agreed Project Plan and its timeline.
- (3) A final evaluation report shall be submitted at the end of the Project term, detailing the outcomes, challenges, and recommendations for future initiatives.

SECTION 7. Intellectual Property.

- (1) Any research, reports, or data generated from this project shall be jointly owned by the Parties.
- (2) Publications or presentations arising from the Project must credit both parties and be mutually approved prior to dissemination.

SECTION 8. Indemnity and Liability.

- (1) **JOY-JOY PESHOP** shall indemnify and hold harmless the LGU BACCOOR, its officials, department heads, employees, and agents from any liabilities, damages, or claims arising from its activities under this MOA.
- (2) The **LGU BACCOOR** shall not be held liable for any losses or damages incurred by **JOY-JOY PESHOP** in the course of the Project.

SECTION 9. Amendment. Any amendments or additional terms and conditions to this MOA must be in writing, signed, and acknowledged by the Parties.

SECTION 10. Governing Law. This MOA is governed by and construed in accordance with the laws of the Republic of the Philippines.

SECTION 11. Dispute Resolution. Any disputes arising from or in connection with this MOA shall be resolved through mutual consultation and negotiation. If unresolved, disputes shall be submitted to mediation or arbitration in accordance with Philippine laws.

SECTION 12. Confidentiality.

- (1) Both parties agree to keep confidential all information and data exchanged during the term of this MOA.
- (2) Any disclosure of information to third parties shall require prior written consent from the other party, except as otherwise allowed under the law.

SECTION 13. Force Majeure.

- (1) Neither party shall be liable for any failure or delay in the performance of its obligations under this MOA if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, and natural disasters.
- (2) The affected party shall notify the other party in writing of the occurrence of such event and take reasonable steps to mitigate the effects.

SECTION 14. Venue of Action. Any action or proceeding arising from or in connection with this MOA shall exclusively be brought before a court of competent jurisdiction in the City of Bacoor, Cavite, Philippines, to the exclusion of all other courts.

SECTION 15. Other Provisions.

- (1) This Agreement is the complete and exclusive statement of agreement concerning the subject matter of this Agreement and supersedes all prior understandings, oral communications, and writings in respect of the subject matter of this Agreement. This Agreement may be amended or modified only in writing and after being signed by the Parties.

- (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) 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.
- (4) **LGU BACOR** represents and warrants that it is a duly organized and validly existing political subdivision and local government of the Republic of the Philippines and has all requisite power, authority, and legal right to execute and deliver this Agreement and to perform its obligations hereunder. Moreover, this Agreement is entered into with the prior authorization of the Sangguniang Panlungsod of **LGU BACOR**.
- (5) **JOY-JOY PESHOP** represents and warrants that it is a duly organized and validly existing sole proprietorship under the laws of the Republic of the Philippines. It has all requisite power, authority, and legal right to execute and deliver this Agreement and to perform its obligations hereunder, and it has taken all appropriate and necessary legal action and obtained all necessary permits and approvals for the execution, delivery, and performance of this Agreement and all other instruments or documents contemplated hereunder. In addition, neither it nor its representatives or agents have offered any government officer or employee, national or local, any consideration or commission for its award of this Agreement, nor has it exercised any corrupt, undue, or unlawful influence, directly or indirectly, through relatives within the third degree of consanguinity or affinity in securing this Agreement.

SECTION 16. Severability.

- (1) If any provision of this MOA is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
- (2) The parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable one that achieves the intended purpose.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures this _____ at Bacor City, Cavite, Philippines.

**FOR THE CITY GOVERNMENT OF
BACOR**

By:

STRIKE B. REVILLA
City Mayor

City Resolution No. _____
Series of 2024

FOR JOY-JOY PESHOP

By:

BERNALD CENZAL
Sole Proprietor

SIGNED IN THE PRESENCE OF:

Witness

Witness

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

ACKNOWLEDGMENT

BEFORE ME, a notary public at Bacoor City, Cavite, Philippines, personally appeared the following persons, who are identified by me through competent evidence of identity:

Name	Competent Evidence of Identity	Validity Details
STRIKE B. REVILLA		
BERNALD CENIZAL		

Known to me and to me made known to be the same person who executed the foregoing instrument and acknowledged to me that the same is her own free voluntary act and deed.

This Memorandum of Agreement consisting of six (6) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the party and her witnesses and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written

NOTARY PUBLIC

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



Republic of the Philippines
Province of Cavite
CITY OF BACOR
CITY ADMINISTRATOR'S OFFICE



CGBCR-AO-01-F01.02
05/30/2024



ENDORSEMENT

TO : **ATTY. KIM NYCA R. LOFRANCO**
City Government Department Head I
Office of the City Legal Service

SUBJECT : **URGENT REVIEW OF THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF BACOR AND JOY-JOY PESHOP**

DATE : **19 JUNE 2024**

Antonio S. Lina
19 JUN 2024
11:25 AM

PURPOSE

1. In accordance with Mayor Strike B. Revilla's directive, attached is the revised Memorandum of Agreement ("MOA") between the City Government of Bacoor and Joy-Joy Petshop. This memorandum outlines crucial revisions that require your immediate review and assessment.

ACKNOWLEDGMENT

2. Thank you for providing your endorsement letter no. 748, Series of 2024, dated 18 June 2024.

BACKGROUND

3. As per Mayor Strike B. Revilla's directive, the Agreement shall be referred to as a MOA. The MOA encompasses specific terms and conditions aimed at enhancing mangrove maintenance and sustainable crab fattening activities within the City of Bacoor. Notably, it includes provisions for an environmental and maintenance fee, which is integral to the sustainability and compliance of the project.



Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bawalan, City of Bacoor, Cavite
Telephone: 434 1111
Website: www.bacoor.gov.ph



Page 1 of 1



CHANGES MADE

4. **Funding and Resources:** Joy-Joy Petshop will assume all financial responsibilities associated with the Project, including sourcing additional funding with necessary disclosures to the City of Bacoor. Equipment acquired during the project remains under Joy-Joy Petshop's ownership upon MOA termination.

5. **Environmental and Maintenance Fee or Contribution:** Joy-Joy Petshop will allocate 40% of revenue generated from crab fattening and mangrove activities to support environmental conservation and maintenance efforts in the City of Bacoor.

ACTION REQUIRED

6. Kindly provide your recommendation and endorsement within the specified timeframe to facilitate further necessary actions.

7. Thank you for your immediate attention to this matter.

Very truly yours,


ATTY. PAUL MICHAEL G. JANGALANG
Officer-in-Charge
City Administrator



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("MOA") is made and entered into by and between:

CITY GOVERNMENT OF BACCOOR, a local government unit existing under the laws of the Republic of the Philippines and the powers bestowed by the Charter of the City of Bacoor and 1991 Local Government Code, with principal office address at Office of the City Mayor 3rd Floor Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite, Philippines, herein represented by its local chief executive, **STRIKE B. REVILLA**, his authority is conferred by the Sangguniang Panlungsod through C.R. No. _____, Series of _____ (hereinafter referred to as the "**CITY OF BACCOOR**");

and

JOY-JOY PESHOP, a sole proprietorship duly registered and existing under the laws of the Republic of the Philippines, with principal office at 565, BDC Building, Tirona Highway, Dulong Bayan, City of Bacoor, Cavite represented herein by its Sole Proprietor, Mr. Bernald Cenizal (hereinafter referred to as "**JOY-JOY PESHOP**");

Both are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the City of Bacoor recognizes the importance of mangrove ecosystems in coastal protection, biodiversity, and sustainable livelihood opportunities;

WHEREAS, Joy-Joy Petshop has expertise in mangrove maintenance and crab fattening, and is willing to undertake activities to enhance and sustain these efforts in the City of Bacoor;

WHEREAS, mangrove ecosystems support a wide range of marine and terrestrial species, thereby contributing to the overall biodiversity and ecological balance of the region;

WHEREAS, sustainable crab fattening provides an alternative livelihood for local communities, promoting economic development while ensuring the conservation of natural resources;

WHEREAS, Joy-Joy Petshop has expertise in mangrove maintenance and crab fattening, and is willing to undertake activities to enhance and sustain these efforts in the City of Bacoor;

WHEREAS, both parties are committed to promoting environmental sustainability and community welfare through collaborative efforts.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree and understand as follows:

SECTION 1. Objective.

- (1) To promote and sustain the maintenance of mangrove ecosystems within the designated areas in the City of Bacoor.
- (2) To develop a sustainable crab fattening project that benefits the local community and enhances biodiversity.
- (3) To foster environmental awareness and education among the local community about the importance of mangroves and sustainable practices.
- (4) To contribute to the protection and rehabilitation of coastal areas through mangrove planting and maintenance activities.
- (5) To create job opportunities and stimulate economic growth within the community through sustainable livelihood projects.

SECTION 2. Responsibilities of the Parties.

- (1) The following shall be the obligations of the City of Bacoor:
 - a. Provide the designated area for mangrove maintenance and crab fattening.
 - b. Ensure the security and accessibility of the area to Joy-Joy Petshop and its team.
 - c. Facilitate the necessary permits and clearances required for the Project.
 - d. Monitor the progress and provide technical support as needed.
- (2) The following shall be the obligations of Joy-Joy Petshop:
 - a. Undertake the maintenance and preservation of the mangrove ecosystem in the designated area.
 - b. Develop and manage a sustainable crab fattening Project in accordance with best practices.
 - c. Submit a detailed Project Plan and timeline within 30 days from the signing of this MOA.
 - d. Provide quarterly progress reports to the City of Bacoor.
 - e. Ensure that the activities comply with environmental regulations and sustainability principles.

SECTION 3. Term and Termination.

- (1) This MOA shall be effective upon signing and shall remain in force for a period of _____ years, unless terminated earlier as provided herein.
- (2) Either party may terminate this MOA with a 30-day written notice to the other party. In the event of termination, both Parties shall ensure that any ongoing activities are properly concluded to avoid environmental harm and Project disruption.

SECTION 4. Funding and Resources.

- (1) Joy-Joy Petshop shall shoulder all costs associated with the Project.
- (2) Joy-Joy Petshop may seek additional funding or resources from external sources, provided that such sources are disclosed to the City of Bacoor.
- (3) Any assets or equipment purchased by Joy-Joy Petshop shall remain its property upon termination of this MOA.

SECTION 5. Environmental and Maintenance Fee or Contribution.

- (1) Joy-Joy Petshop agrees to allocate a portion of the revenue generated from the crab fattening and mangrove activities to support the environmental and maintenance efforts of the City of Bacoor. This fee or contribution shall be equivalent to 40% of the revenue generated.

SECTION 6. Monitoring and Evaluation.

- (1) The Parties shall form a Joint Monitoring Committee to oversee the Project's implementation.
- (2) Regular site visits and assessments shall be conducted to ensure compliance with the agreed Project Plan.
- (3) A final evaluation report shall be submitted at the end of the Project term, detailing the outcomes, challenges, and recommendations for future initiatives.

SECTION 7. Intellectual Property.

- (1) Any research, reports, or data generated from this project shall be jointly owned by the Parties.
- (2) Publications or presentations arising from the Project must credit both parties and be mutually approved prior to dissemination.

SECTION 8. Indemnity and Liability.

- (1) Joy-Joy Petshop shall indemnify and hold harmless the City of Bacoor from any liabilities, damages, or claims arising from his activities under this MOA.
- (2) The City of Bacoor shall not be held liable for any losses or damages incurred by Joy-Joy Petshop in the course of the Project.

SECTION 9. Amendment. Any amendments or additional terms and conditions to this MOA must be in writing, signed and acknowledged by the Parties.

SECTION 10. Governing Law. This MOA is governed by and construed in accordance with the laws of the Republic of the Philippines.

SECTION 11. Dispute Resolution. Any disputes arising from or in connection with this MOA shall be resolved through mutual consultation and negotiation. If unresolved, disputes shall be submitted to mediation or arbitration in accordance with Philippine laws

SECTION 12. Confidentiality.

- (1) Both parties agree to keep confidential all information and data exchanged during the term of this MOA.
- (2) Any disclosure of information to third parties shall require prior written consent from the other party, except as required by law.

SECTION 13. Force Majeure.

- (1) Neither party shall be liable for any failure or delay in the performance of its obligations under this MOA if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, and natural disasters.
- (2) The affected party shall notify the other party in writing of the occurrence of such event and take reasonable steps to mitigate the effects.

SECTION 14. Venue of Action. Any action or proceeding arising from or in connection with this MOA shall exclusively be brought before a court of competent jurisdiction in the City of Bacoor, Cavite, Philippines, to the exclusion of all other courts.

SECTION 15. Severability.

- (1) If any provision of this MOA is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
- (2) The parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable one that achieves the intended purpose.

(Signature and acknowledge page follows)

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures this _____ at Bacoor City, Cavite, Philippines.

CITY GOVERNMENT OF BACOOR

By:

JOY-JOY PESHOP

By:

STRIKE B. REVILLA

City Mayor

C.R. No. _____

BERNALD CENIZAL

SIGNED IN THE PRESENCE OF:

(Signature over Printed Name)

Witness

(Signature over Printed Name)

Witness

REPUBLIC OF THE PHILIPPINES)
BACOOR CITY, CAVITE) S.S.

ACKNOWLEDGMENT

BEFORE ME, a notary public this _____ at Bacoor City, Cavite, Philippines, personally appeared the following persons, who are identified by me through competent evidence of identity:

Name	Competent Evidence of Identity	Validity Details
CITY GOVERNMENT OF BACOOR By: Hon. Strike B. Revilla		
JOY-JOY PESHOP By: Bernald Cenizal		

known to me and to me made known to be the same person who executed the foregoing instrument and acknowledged to me that the same is her own free voluntary act and deed.

This Memorandum of Agreement consisting of five (5) 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 party and her witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written.

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