



**COMMITTEE ON PUBLIC WORKS AND HIGHWAYS
COMMITTEE ON RULES, PRIVILEGES, LAWS AND ORDINANCES**

JOINT COMMITTEE REPORT
NO. PWH 02-S-2025

Office of the Sangguniang Panlungsod
Received by: *[Signature]*
Date: *10/09/2025*
Time: *9:00 AM*

Subject: *(PCR 170-2025) A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING AMONG THE CITY GOVERNMENT OF BACOR, DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS AND THE NATIONAL IRRIGATION ADMINISTRATION OF CAVITE. (Date referred September 29, 2025).*

The joint committee hearing was executed on October 09, 2025, 9:25 am 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 Public Works and Highways.

FINDINGS:

According to the Philippine Local Government Code, National Departments, and agencies designated with carrying out project implementation duties must coordinate with the relevant LGUs and with other entities. They will guarantee that local government units are involved in the planning and execution of the aforementioned national programs.

The purpose of the proposed MOU is to provide an agreement for collaboration among the City of Bacoor, DPWH, and NIA Cavite in order to carry out the dredging operation efficiently.

In order to ensure that the location, coordinates, boundaries, scope of work, and agreed budget are all properly specified and followed, the aforementioned agreement will seek to specify the duties, responsibilities, and commitments of each party in carrying out the project.

As the branch of the government that handles engineering and construction, the DPWH is tasked with planning, designing, building, and maintaining infrastructure





facilities, particularly national highways, flood control and water resources development facilities, and other public works projects, all in line with the goals of national development.

RECOMMENDATION:

Atty. Lofranco will revise the Memorandum of Understanding among the DPWH, NIA, and the City Government of Bacoor, as to NIA's recommendation regarding the revisions they want to make to the said Memorandum of Understanding.

In view of the foregoing, the committee respectfully recommends that the Sangguniang Panlungsod **TEMPORARY ARCHIVE** the Proposed City Resolution 170-2025 entitled: "A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING AMONG THE CITY GOVERNMENT OF BACOOR, DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS AND THE NATIONAL IRRIGATION ADMINISTRATION OF CAVITE." Pending the submission of the final draft resolution

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

Signed this 27th day of November 2025 at the City of Bacoor, Cavite.

COMMITTEE ON PUBLIC WORKS AND HIGHWAYS

HON. LEVY M. TELA

Chairman

Vice Chairman - Committee on Rules, Privileges, Laws and Ordinances

HON. ROBERTO L. ADVINCULA

Vice Chairman

HON. CATHERINE S. EVARISTO

Member

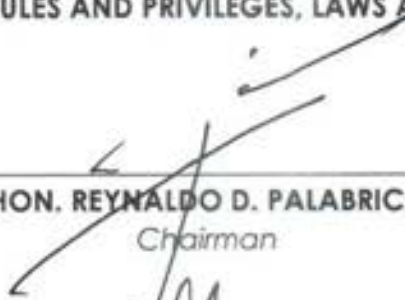
HON. HORACIO M. BRILLANTES JR.

Member



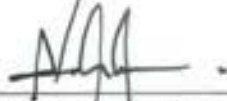


COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES



HON. REYNALDO D. PALABRICA

Chairman



HON. ADRIELITO G. GAWARAN

Member



HON. REYNALDO M. FABIAN

Member





**COMMITTEE ON PUBLIC WORKS AND HIGHWAYS
COMMITTEE ON RULES, PRIVILEGES, LAWS AND ORDINANCES**

MINUTES OF JOINT COMMITTEE HEARING

NO. PWH 02-S-2025

Office of the Sangguniang Panlungsod
Received by NOV 2025
Date: 9/20/2025
Time: 9:00 AM

Subject: *(PCR 170-2025) A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING AMONG THE CITY GOVERNMENT OF BACOOR, DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS AND THE NATIONAL IRRIGATION ADMINISTRATION OF CAVITE. (Date referred September 29, 2025).*

Attendance: Hon. Levy Tela (Chairman, Committee on PWH)
Hon. Roberto Advincula (Vice Chairman, Committee on PWH)
Hon. Horacio Brillantes Jr. (Member, Committee on PWH)
Hon. Simplicio Dominguez (City Councilor)
Hon. Rogelio Nolasco (City Councilor)
Hon. Miguel Bautista (City Councilor)
Atty. Khalid Atega Jr. (SP Secretary)
Engr. Jicky Jutba (CEO)
Atty. Kim Nyca Lofranco (OCLS)
Engr. Marivic Dinglasan (NIA)
Ms. Jhoanna Marie Calaical (NIA)
Engr. Renz Christopher Timpoc (NIA)

Venue: SP Session Hall, 6th Floor, BLDR Bldg., BGC, Bacoor City, Cavite
Date/Time: 09 October 2025, 9:25 a.m. to 9:50 a.m.

(Hon Tela acknowledge the Presents of all resource person)

Hon. Tela: PCR 170-2025, A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Understanding among the City Government of Bacoor, Department of Public Works and Highways and the National Irrigation Administration of Cavite is now call to order.

Hon. Galvez: Tanong ko lang sa ating City Legal, Atty. Kim, ano po yung nakikita niyong magiging problema or anything regarding on this memorandum of understanding, po?

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Atty. Lofranco: Good morning, po. Based po dun sa meeting last time po, with DPWH and NIA. So, na-clarify naman na po namin dito yung mga responsibilities ng parties, po, saka yung mga kailangan pong gastusan. Yung nakausap ko po nung last time sa NIA, nakalimutan ko lang po. Pero ang usapan po kasi namin is, ang iko-commit niya po is, ipapa-approve niya po yung funding and expenditure sa kayong responsibilities po ng NIA dito sa MOA. Kasi po, dito po sa MOA, kung mapapansin po natin, yung responsibilities po ng LGU sa NIA, pinagsama po nila. Tapos meron po dito na mga kailangan pong gastusan. So, mobilization, transport. Tapos po, dun po sa funding and expenditure po kasi, under rin po ng LGU and NIA, yung pagpaprove po ng motorboat, office supplies, and other materials. Yung food supplies din po dun sa mga ipapadalang tao ng DPWH. Tapos po, yung training skills and development. So, ang tinanong po namin nun sa NIA last time is, ano po yung mga kaya nilang i-commit dito? Para po mapag-usapan ng LGU, yung mga hindi po nila kayang i-commit is, kaya din po bang i-provide ng LGU para makapag-submit po tayo ng comment sa DPWH? Kasi ito po ay galing sa DPWH po itong MOA. Yung sa the rest naman po, yung mga commitment naman po ng DPWH, okay naman na po siya. Kasi sagot naman po nila yung machine, yung tao po na mag-ooperate, yung diesel. So, ang mga kailangan nalang po nila sa atin is yung tutulugan po nung mga tao nila. Tapos po, yung mga incidental expenses nga po. So, yung pinakamabigat po kasi dito if ever is yung motorboat po kasi. So, yun po. So, yun po yung kailangan po masagot ng NIA. Thank you.

Hon. Galvez: Thank you, Attorney Kim. From NIA, ma'am, aware naman kayo nung last meeting niyo po with the mayor regarding dun sa mga commitment ng NIA po? Kayo rin po ba yung umatttend nung last meeting po with our mayor po?

Engr. Renz: Good morning po. Ako po yung kasama po umatend dun sa meeting. Tapos po, kakabigay lang po kasi nung copy ng MOU drafted by DPWH. Binigay ko lang po sa office.

Hon. Galvez: Yes, nung binigay mo siya sa office. Meron kayong ongoing meeting with the mayor. So may mga pinalalagay doon si mayor regarding doon sa yung mga nung nabanggit ni City Legal. Na-advise mo naman ngayon sa office ng NIA. So ano yung response nila doon? Ano yung mga commitment na napag-usapan doon na napag-agreehan niyo naman? Na pwede niyong gawin.

Ms. Calaicay: Good morning po. Sir, with regards po doon sa responsibilities na nakalagay po rito for NIA, in-endorse na po namin ito sa aming regional office. However, po, this is still a subject for review po together with our central office. Kasi po, if CBN office, NIA, Cavite Batangas office itself, cannot fund po yung listed dito na expenditures like yung sa motorboat and other materials, kasi po, CBN itself is may budgetary constraints po. Kulang din po kami sa mga personnel. So hindi pa po kami makakapag-provide ng definite answer kung ano-ano po yung pwede naming masagotan ng yes dito po sa listed. Also, sir, we recommend po, siguro po, revise this memorandum of agreement po to separate po yung responsibilities ng LGU from NIA.

Hon. Galvez: Siguro we will ask to our city legal na parang mangyayari dalawang MOU na lang, isa for NIA, isa for DPWH if ever po.





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Atty. Lofranco: Pwede naman po tripartite, pero naka separate section lang po yung responsibilities ng LGU and NIA. Kaya po sana, gusto natin munang malaman yung kaya po nilang i-commit.

Hon. Galvez: Mr. Chair, kasi tama naman po ang ating city legal. Kung wala rin naman yung commitment. So hindi pa rin po natin bigyan ma-approve ang itong ordinansa na ito dahil siyempre kasi yung pong commitment na yun ay mapapaloob doon sa MOU. So mga kailan po kaya natin malalaman yung response from your offices po?

Ms. Calacay: Can you give us a week po to get back to the office po? We have forwarded this po two weeks ago. However, may mga free views po na tulad po nung Habagat, and then may mga series of meetings po ang office, kaya po, hindi pa po nila kami nababalikan.

Atty. Lofranco: Ayun po, kasi actually nung pagkatapos po nung meeting with DPWH and NIA, pina-endorse po kasi ito ni Mayor sa SP kasi gusto niya na po ito ma-start. Kasi nga po, di ba? Yung kailangan po natin ito doon para sa mga... I mean, para po doon sa pagkontrol po ng mga baha. So yun naman po yung main purpose. Tapos po, siguro po, ano po, kung ang kailangan po sana sa engineering. Kasi sila po yung may previous experience na nagawa na po kasi ito previously. So baka po sila yung makapagsabi kung ano po yung kayang i-commit ng LGU. Kasi po, I think nung first week po ng September, nagkaroon po ng dredging with DPWH din naman po yun. Tapos may mga natulong din pong staff ng DPWH. So ano po yung mga na-provide natin? And kaya po po ba natin siyang i-provide under this agreement? Siguro po yun po yung kailangan natin from engineering office po. Para ma-settle din po natin kung ano lang po talaga yung kayang ibigay po ng LGU.

Hon. Tela: Okay, thank you Atty. sige, kunin natin po yung comments ng ating engineering. Kasi mangyari ito sa MOU, babaguhin ito. Kasi kailangan i-separate ang responsibility ng NIA and the LGU. Kasi dito magkasama yan. Ano po pwede natin sa atin?

Engr. Jutba: Good morning po, and thank you po. Dito po sa nakita ko, dahil unang-una po talaga, before nung mga meeting na kausap ko personally si NIA, ang una po nilang problema talaga is yung funding. So, to support sa project. So, ang na-commit lang po nila talaga sa atin, before po si ma'am, yung boss nilang lalaki yata na na-promote na rin po. Ang na-commit nila is mag-provide sila ng dump truck lang po talaga. Kasi hirap din po sila sa fund. Unang-una po, yung project natin na dredging and desilting ng Molino Dam, wala pa po yata sa pipeline nila for the funding po. So, ako, kausap ko po si Mayor, tuloy-tuloy po yung pag-ulan, sayang po yung panahon, at nandyan na po yung equipment sa site, mismong sa Molino Dam. Okay naman si Mayor na nag-provide muna ako ng diesel kay DPWH para makapag-operation po. So, communicate din naman po ito kay NIA, yung operation natin at mayroon po kasi tayong isang partner dyan, si Maynilad. So, si Maynilad naman, may ano dyan, ang tawag nito, yung Modular Treatment Plant, yung MTP. So, ang commitment nila kay Mayor is mag-opening yan by March. Pa birthday nila kay Mayor yung Modular Treatment Plant. So, ang coverage po nyan is yung tatlong barangay, Molino 2,3, at 4. Yung tubig nyan is doon na natukunin. Dahil nasa taas na elevation nyan. At ang capacity nyan is 5.5 million liters per day, yung tubig na. So, by that po, kinaconsider na po, ako personally, dahil nanghinayang nga po ako sa tumatakbong araw, pinastart ko na po sila, kahit wala pa po ito. Pero, dapat po,

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tama po, may guidelines talaga tayo sa lahat ng activities. Kasi, unang-una po, nakasalay po yung mga buhay ng mga operators dyan. Pangalawa po, yung mga equipment. So, dapat bounded by, ano po, para mayroon tayong legal transaction po sa area na yun. Pangalawa po, mayroon po ako Nakita ako rito sa section 4.4, yung regarding po sa Environmental Clearance Certificate, yung ECC. So, kahapon, kausap po namin yung taga-PENRO, tungkol dito sa ano. Ang sabi naman niya, pwede namang LGU or NIA yung mag-apply nito, maglakad sa ano. Pero, sa tingin ko, dapat tapusin muna natin ito, bago natin siguro may tama ba atty, may lakad yung NIA. Para at least, bounded na po dito, yung pag-apply ng NIA, ng ECC siguro po. So, yun po, yung tungkol po sa mga operations po, as of now, dahil nag-operate na nga po kami, yun po, nasa bayanihan na po yung ginagawa natin. Pero, pagkatapos po nito, magkaroon na po tayo ng klarong direction, kung sino po yung mga tasking na mangyayari, eh, mas maganda po, malaking bagay na po yun. maraming salamat po.

Hon. Tela: Tama lang na magkaroon ng kanya-kanyang responsibility, para kung sakaling magkaroon ng problema, alam ko sino dapat nang puntahan ng sinuman tao. Pero, tama rin siya sabi mo, Engineer, kasi dahil sobrang lagi nag-uulan, talagang nagko causes ng flood, kaya gusto ni Mayor, na naka-coordinate man sa NIA, kahit nasabing pa wala pa ito, ituloy-tuloy pa rin yung ating dredging ng Molino Dam

Hon. Galvez: So, tingin ko naman, Mr. Chair, wala nang talagang magiging problema. Kahit inaantay pa natin yung commitment ni NIA, eh, pwede na natin ituloy itong MOU na ito. Yung nga lang, may mga correction lang po dito siguro, Atty. Kim, for our city legal, na yung mga nakalagay kasi po dito, napansin po ng ating Mr. Chair, municipality, yung mga wordings po ng instead of city. So, we have to correct na lang din po.

Atty. Lofranco: Ire-revise pa po namin, kasi po DPWH po yung naggawa.

Engr. Jutba: Bali, kausap ko din po si DPWH nga pala. Nag-request din po sila ng fund para support dito. So, ang report nga po nila kay Mayor, as of now, dahil ongoing pa yung process ng fund, nila, nanghingi sila ng support sa atin. Pero pag dating ng pondo nila, wala na po tayo maging problema sa DPWH po.

Hon. Tela: Bale, ano to parang sa ano na natin, itong MOU, pero kailangan may revision. Kasi dito sa revision, yung mga responsibility ng dalawang, ano, ng LGU at saka NIA, magkakaroon ng bukod, di ba po, Atty? Magbubukod sila ng responsibility dito sa MOU. Ire-revise po nung natin itong ano nito, nakaready naman po kung ano-ano yung sinasabi niya Atty, kung ano yung pwede nyong itulong o pwede nyong gawin para nakalahad at malaman o paggawa ng revision ng ating MOU. May I acknowledge the presence of our City Councilor Eric Ugalde, City Councilor, Pastor Mike Bautista, District 2, Councilor Udoy Brillantes. And also, we acknowledge din ang ating secretary ng ating Sanggunian, si Atty. Atega. Ano man hong mga resolution at mga ordinance Talaga pong kaming mga city councilors talagang nagkakaisa sa kapakanan ng ating city at lalo na po, itong usaping nito na nagiging sanhi ng pagbaha, kaya nga sabi ni Engineer, kahit na wala pa ito, nag-e-start na po siya. Pero with the coordination ng NIA. Kay Atty. Kim, kayo na po ang bahala sa pag-revise at makuha natin yung detalye ng NIA. Meron ka ba idagdag natin dito, Engineer? Paki coordinate na lang kay Atty. Sa may mga konsehal, baka meron kayong sasabihin.





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Hon. Galvez: Mr. Chair, regarding on this matter, I guess wala naman po tayong dapat maging problema pa. Dahil nakita naman po natin na naging maayos ang pag-uusap. So the PCR 170-2025 resolution authorizing the City Mayor, Honorable Strike B. Revilla to sign the Memorandum of Understanding among the City Government of Bacoor, Department of Public Works and Highways and the National Irrigation Administration Office, I move for the recommendation of its approval and the motion to adjourn this committee hearing.

Hon. Tela: Any second to the motion.

Councilors: Second.

The committee hearing is now adjourned. Thank you po.

The committee hearing was adjourned at 9:50 a.m.

Prepared by:

ELENA B. SOMBRANO
Local Legislative Staff Assistant 1

Attested by:

HON. LEVY M. TELA
Chairman

MINUTES OF JOINT COMMITTEE HEARING NO. PWH 02 S-2025
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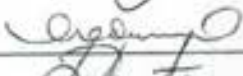
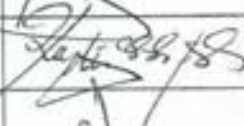
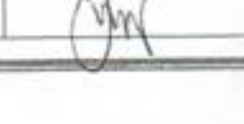
COMMITTEE ON PUBLIC WORKS AND HIGHWAYS
COMMITTEE ON RULES, PRIVILEGES, LAWS, AND ORDINANCES

ATTENDANCE OF JOINT COMMITTEE HEARING

(October 09, 2025, 9:00 a.m.)

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

Subject: (PCR 170-2025) A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING AMONG THE CITY GOVERNMENT OF BACOOR, DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS AND THE NATIONAL IRRIGATION ADMINISTRATION OF CAVITE. (Date referred September 29, 2025).

NO	NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
1	Hon. Levy M. Tela	SP		
2	Hon. Roberto Advincula	SP		
3	Hon. Horacio Brillantes Jr.	SP		
4	Hon. Catherine Evaristo	SP		
5	Hon. Reynaldo Palabrica	SP		
6	Hon. Adriellito Gawaran	SP		
7	Hon. Reynaldo Fabian	SP		
8	Hon. Simplicio Dominguez	SP		
9	Hon. Ricardo Ugalde	SP		
10	Hon. Manolo Galvez Jr.	SP		
11	Hon. Rogelio Nolasco	SP		
12	Engr. Jicky Jutba	CEO		

ATTENDANCE OF JOINT COMMITTEE HEARING NO. PWH 02 S-2025
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COMMITTEE ON PUBLIC WORKS AND HIGHWAYS
COMMITTEE ON RULES, PRIVILEGES, LAWS, AND ORDINANCES

NOTICE OF JOINT COMMITTEE HEARING

(October 09, 2025, 9:00 a.m.)

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

Subject: (PCR 170-2025) A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING AMONG THE CITY GOVERNMENT OF BACOOR, DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS AND THE NATIONAL IRRIGATION ADMINISTRATION OF CAVITE. (Date referred September 29, 2025).

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
Hon. Roberto Advincula	SP		[Signature] 10-10-25
Hon. Horacio Brillantes Jr.	SP	5411	[Signature] 10-10-25
Hon. Catherine Evaristo	SP		[Signature] 10/10/25
Hon. Reynaldo Palabrica	SP		[Signature] 10-10-25
Hon. Adrielito Gawaran	SP		[Signature] 10/10/25
Hon. Reynaldo Fabian	SP		[Signature] 10/10/25
Hon. Simplicio Dominguez	SP	5414	[Signature] 10-10-25
Hon. Ricardo Ugalde	SP		[Signature] 10-10-25
Hon. Manolo Galvez Jr.	SP		[Signature] 10/10/25
Hon. Rogelio Nolasco	SP		[Signature] 10-10-25
Atty. Kim Nyca Lofranco	OCLS	465 local	[Signature] 10-10-25
Engr. Jicky Julba	CEO		[Signature] 10-10-25

NOTICE OF JOINT COMMITTEE HEARING NO. PWH 02 S-2025

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NO	NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
13	MARVIN R. DIZOLAN	OCLs NIA	0917-2026682	
14	JHONNA MARIE P. CALAYCAN	NIA	09568341334	
15	RENZ CHRISTOPHER P. TIMPOC	NIA	09363617351	
16	RAY-KIM LORENZO	OCLs	0917714611	
17	JESSIE LORENZO	NIA	09369021627	
18	HON. MIGUEL BAUTISTA	SP		
19	Atty. Khalid Alega Jr	SP		
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01/20/2025
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AWARDEE
8 years
in a row!

PCR 170-2025- A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING AMONG THE CITY GOVERNMENT OF BACOOR, DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS AND THE NATIONAL IRRIGATION ADMINISTRATION OF CAVITE.

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01/15/2025



Republic of the Philippines
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CITY OF BACOOR

Office of the City Mayor



AWARDEE
8 years
in a row!

23 SEPTEMBER 2025

HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor, City of Bacoor
8th Floor, New Bacoor Legislative Building
Bacoor City, Province of Cavite

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
BACOOR CITY, CAVITE
SHERRELYN PICARDENAS
SANGGUNIANG SECRETARY
DATE: 01/15/2025

THRU: Atty. KHALID A. ATEGA JR.
Sanggunian Panlungsod Secretary
Sangguniang Panlungsod

SUBJECT: REQUEST FOR A CITY RESOLUTION AUTHORIZING THE CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF UNDERSTANDING AMONG THE CITY GOVERNMENT OF BACOOR, DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS, AND THE NATIONAL IRRIGATION ADMINISTRATION OF CAVITE

Dear Hon. Bautista-Mendiola,

Greetings in the name of public service!

We respectfully submit to your esteemed office the proposed draft of the Memorandum of Understanding (MOU) among the City Government of Bacoor, the Department of Public Works and Highways, and the National Irrigation Administration of Cavite. This document outlines the collaborative framework for the implementation of the dredging plans, with clearly defined location, coordinates, boundaries, project description, and the approved budget allocation.

The purpose of this proposed MOU is to establish a collaborative framework among the City Government of Bacoor, the Department of Public Works and Highways (DPWH), and the National Irrigation Administration (NIA) of Cavite for the effective implementation of dredging operations. This MOU aims to define the roles, responsibilities, and commitments of each party in executing the project, ensuring that the location, coordinates, boundaries, scope of work, and approved budget are clearly identified and adhered to. Through this partnership, the involved agencies seek to enhance waterway management, mitigate flooding risks, and promote sustainable infrastructure development within the designated areas.

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 the aforementioned Memorandum of Understanding.

Thank you very much.

Respectfully yours,

STRIKE B. REVILLA
City Mayor



Address: Bacoor Legislative and Disaster Resilience Bldg.,
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Telephone: (045) 117-0727
Website: www.bacoorcity.gov.ph



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Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



08/20/2025
AWARDEE
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9:25 am

9:50 am

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered into by and between:

The **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS (DPWH)**, a government agency duly organized and existing under the laws of the Republic of the Philippines, thru **DPWH REGION IV-A**, with principal address at Canlubang Interchange, Brgy. Mayapa, Calamba City, Laguna, hereinafter referred to as **DPWH**, represented herein by **Regional Director JOVEL G. MENDOZA**;

and

The **MUNICIPALITY of BACOOR, CAVITE**, a Local Government Unit (LGU) duly established under the Laws of the Republic of the Philippines, with office address at Bacoor Blvd., 3rd Flr, Bacoor Government Center, hereinafter referred to as **LGU**, represented herein by its Local Chief Executive, **Municipal Mayor STRIKE B. REVILLA**, as duly authorized by the Sangguniang Bayan (SB) through SB Res. No. _____;

and

The **NATIONAL IRRIGATION ADMINISTRATION of CAVITE**, a Government Agency duly established under the Laws of the Republic of the Philippines, with office address at Brgy. Ibayo Silangan, Naic, Cavite, hereinafter referred to as **NIA**, represented herein by its Local Chief Executive, **Engineer Marivic R. Dingalasan**, as duly authorized by the Sangguniang Bayan (SB) through SB Res. No. _____;

Collectively, DPWH, LGU and the NIA shall be referred to as **Parties**.

WITNESSETH:

WHEREAS, the DPWH functions as the engineering and construction arm of the government and is tasked to carry out the planning, design, construction and maintenance of infrastructure facilities, especially national highways, flood control and water resources development system, and other public works in accordance with national development objectives;

WHEREAS, the Local Government Code of the Philippines provides that the national agencies and offices with project implementation functions shall coordinate with one another and with the LGUs concerned in the discharge of these functions. They shall ensure the participation of local government units both in the planning and implementation of said national projects.

WHEREAS, the Local Government Code of the Philippines provides that "the national government or the next higher level of local government unit may provide or augment the basic services and facilities assigned to a lower level of local government unit when such services or facilities are not made available, or if made available, are inadequate to meet the requirements of its inhabitants [1];"

WHEREAS, the Municipality of Bacoor experiences severe flooding during rainy season which has severely affected the lives and livelihood of its constituents;

WHEREAS, the LGU and NIA requested assistance from the DPWH for the dredging of Molino Dam III to address the said flooding problem and prevent recurrence of the same;

WHEREAS, after a thorough assessment and scientific study by the DPWH in coordination with the LGU and NIA, the Molino Dam III was found to be heavily silted and must be dredged to restore or improve its conveyance capacity;

WHEREAS, the LGU and NIA does not have the appropriate equipment to undertake the dredging of Molino Dam III;

WHEREAS, the DPWH is the implementing office that shall oversee the implementation of the project of Molino Dam III Dredging, as stated in Section 5.3 of the Department Order No.

¹ Paragraph 1, Section 17, Local Government Code of the Philippines

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07 s. 2016, with subject "Guidelines on the Planning and Implementation of DPWH River Dredging Projects by Administration", that "... DPWH Regional Offices and the District Engineering Offices shall be the Implementing Office for locally-funded flood control projects which include dredging."

WHEREAS, the DPWH has a fleet of dredging and support equipment, though limited, intended for the dredging and desilting of various waterways nationwide;

WHEREAS, the DPWH is committed to protect the lives of the people by implementing appropriate flood control interventions, one of which is dredging.

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulation hereinafter set forth, both Parties to this (MOU) hereby agree to jointly undertake the following:

ARTICLE I – PROJECT COVERAGE

Section 1.1 This (MOU) covers the implementation of the project described in the Dredging Plan, herein attached and referred to as ANNEX A, and whose location, coordinates, bounds, description, and approved budget are defined.

ARTICLE II – PROJECT IMPLEMENTATION

Section 2.1 The DPWH shall implement the project by-administration which is limited only for the operation of the Doosan DX140AM Amphibious Excavator K4-110, in accordance with the duly approved Program of Works, Dredging Plan, Specifications and Project Timeline.

ARTICLE III – RESPONSIBILITIES OF THE DPWH

Section 3.1 The DPWH shall assign Doosan DX140AM Amphibious Excavator K4-110 to undertake the above-mentioned project. The said equipment, however, may be subject to recall or pull out anytime during the implementation of the Molino Dam III Dredging Project when public interest so demands or during emergency to prevent loss of lives and properties.

Section 3.2 The DPWH shall administer the use of funds provided for the project by the Central Office which cover the maintenance and other operating expenses of the equipment as well as the occupational safety and health requirements of dredging crew.

ARTICLE IV – RESPONSIBILITIES OF THE LGU AND NIA

Separate

Section 4.1 The LGU and NIA shall ensure that a stakeholders meeting is conducted prior to commencement of the project.

Section 4.2 The LGU and NIA shall ensure that possible obstructions for the dredging operations are cleared prior equipment operation. They shall secure the right of way from concerned land owners/entities that may be affected by dredging, as well as coordinate with utility providers and secure clearances from the latter prior to dredging project implementation. In the event there is any utility⁽²⁾ buried under the proposed dredging area and within the immediate vicinity, the LGU and NIA shall secure a copy of the as-built plan of the same for proper delineation in the design plans.

Section 4.3 The LGU and NIA shall allow DPWH personnel and equipment to freely access public sites and domains under the former's jurisdiction for purposes related to the dredging project during pre-dredging phase, actual dredging phase, and post-dredging phase, which includes, among others, ingress and egress for surveying, mobilization, transport, etc., to ensure continuity and efficiency of implementation, without prejudice to existing protocols and regulations meant to control the spread of infectious diseases or unless public safety so requires.

² Utility refers to wires, pipes, cables, conduits, and/or similar materials, or any combination thereof, which are used for the transmission of electricity, water, fluids, internet or any forms of signal, or the same phenomenon, and/or those which may be buried underground, positioned underwater, or at certain heights, in such a way that it provides occupational risk and hazard to the dredging operations and/or vice versa resulting to loss of lives and damage to property.

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Memorandum of Understanding between DPWH, Municipality/City of Bacoor, Cavite, and NIA-Cavite for the Dredging of Molino Dam III | Page 3 of 5

Section 4.4 The LGU and NIA shall facilitate and cover the expenses for the preparation and application of the appropriate or necessary Environmental Permits or Clearances for the project, e.g. Environmental Clearance Certificates (ECC) (including the conduct of Environmental Impact Assessment), Certificate of Non-coverage (CNC), Tree-cutting permits (if any), etc.

Section 4.5 The LGU and NIA shall have primary responsibility over the handling of dredged material and shall identify and designate a sustainable spoil site prior to the project implementation and provide support equipment for the collection, hauling, and transport of dredged materials during operation, and, if necessary, cover the treatment of hazardous materials retrieved during operations. The utilization and/or commercial disposition of dredged materials, if any, shall be governed by the Philippine Mining Act of 1995 or Republic Act 7942, other relevant laws and regulations, and shall be covered by appropriate permits.

Section 4.6 The LGU and NIA shall ensure the security of all personnel working on site, as well as the security of the equipment during non-working hours, weekends, and holidays.

Section 4.7 The LGU and NIA shall setup a temporary bunkhouse/accommodation for the dredge crew and for storage of supplies, as well as maintenance and repair of the said structure.

Section 4.8 The LGU and NIA shall augment manpower for the project, and provide necessary Protective Personal Equipment (PPE) for the same, particularly for the management of spoils/dredged materials and for security of the equipment.

Section 4.9 The LGU and NIA will be responsible for covering all mobilization expenses.

ARTICLE V – RESPONSIBILITIES OF PARTIES

Section 5.1 Both Parties shall ensure compliance to occupational safety and health protocols and requirements in the project site.

ARTICLE VI – FUNDING AND EXPENDITURE

LGU NIA

Section 6.1 The salary¹² of all technical personnel conducting site surveys shall be shouldered by the DPWH. While the transportation and incidental expenses, if any, of the Job Order/Contract of Service personnel conducting site surveys, including those who are externally commissioned for their expertise, shall be shouldered by the LGU and NIA.

CP

Section 6.2 The funds for the operation and maintenance of the equipment shall be funded as follows:

The DPWH shall shoulder the costs of operations, preventive and corrective maintenance of the equipment¹⁴, incidental expenses during mobilization, as well as the Protective Personal Equipment (PPE) and salary of personnel¹³ within the operation, sourced from the Maintenance and Other Operating Expenses (MOOE).

The LGU and NIA shall shoulder the costs of accident insurance of personnel, communication expenses, drinking water, illumination and lighting (for night operations), markings, safety signages and posters, and the cost of utilities consumption at the temporary bunk house. The LGU shall also provide allowance/honorarium which may be in the form of goods or in-kind for the DPWH dredge crew.

Section 6.3 Other items not included in the budget allocated by the DPWH which are deemed essential for the dredging operation shall be borne by the LGU and NIA, such as but not limited to the following:

- Provide motorboat (including fuel and lubricants) for the transport of personnel during the operation;
- Provide office supplies and other materials for the personnel at the temporary bunkhouse;
- Provide food supplies, kitchen utensils and other-related materials for the personnel at the temporary bunkhouse;

¹² In the case of experts commissioned for their services in surveying, honorarium may be provided

¹³ Inspection and repair services, and supply of spare parts

¹⁴ Standby/standby crew commission

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Memorandum of Understanding between DPWH, Municipality/City of Bacoor, Cavite, and NIA-Cavite for the Dredging of Nolina Dam III | Page 4 of 5

- d) Provide appropriate training and skills development, as well as Certificate of Competency to ensure the proficiency and enhance the efficiency of all dredging personnel.

ARTICLE VII – CAPACITY AND AUTHORIZATION

Section 7.1 The Parties herein warrant that they have the capacity, power, and requisite authorization to enter into this (MOU).

ARTICLE VIII – SEPARABILITY

Section 8.1 If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

ARTICLE IX – AMENDMENT OR MODIFICATION

Section 9.1 The Parties herein may, upon mutual agreement, amend, alter, or modify this (MOU). Any such amendment shall be in writing and signed by the duly authorized representatives of the Parties.

ARTICLE X – ALTERNATIVE DISPUTE RESOLUTION CLAUSE

Section 10.1 The Parties agree that any conflict, controversies, issues, or disputes which may arise within or during the effectivity of this (MOU) shall, in their best efforts, try to settle the same among themselves.

Section 10.2 In case of failure to come to an amicable settlement, all disputes between the parties arising from the interpretation or application of this (MOU) shall be administratively settled in the manner provided under Chapter 14 Book IV of Executive Order No. 292 dated July 25, 1987 as amended.

ARTICLE XI – EFFECTIVITY

Section 11.1 This MOU shall take effect immediately upon the signing hereof and shall remain in force for the duration of project consistent with the approved project duration, unless mutually terminated by the Parties for a valid cause and upon serving the other party a written Notice of Termination by the party seeking to terminate this (MOU). The termination of this (MOU) shall be without prejudice to any ongoing activities previously started or formalized before its termination.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures, this _____ day of _____, 2025 at _____, Philippines.

DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS

Jovel G. Mendoza, CESO III
Regional Director, DPWH Region IV-A

**MUNICIPALITY OF BACOOR
CAVITE**

**NATIONAL IRRIGATION ADMINISTRATION
CAVITE**

Hon. Strike B. Revilla
Municipal Mayor, Bacoor, Cavite

Engr. Marivic R. Dinglasan
Division Manager, NIA-Cavite

SIGNED IN THE PRESENCE OF:

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Memorandum of Understanding between DPWH, Municipality/City of Bacoor, Cavite, and NSA-Cavite for the Dredging of Molino Dam III | Page 5 of 5

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Laguna) S.S

BEFORE ME, a Notary Public for and in the Municipality/City of _____, this ____ day of 202____, personally appeared the following:

NAME	ID and ID No.	DATE/PLACE OF ISSUE

known to me to and to me known to be the same persons who executed the foregoing instrument (____ pages including this Acknowledgment) and acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place above written.

Doc. No. ____
Page No. ____
Book No. ____
Series of 20____.

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