



Republic of the Philippines  
Province of Cavite  
CITY OF BACOOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO  
City Councilor

HON. MICHAEL E. SOLIS  
City Councilor

HON. ADRIELITO G. GAWARAN  
City Councilor

HON. VICTORIO L. GUERRERO, JR.  
City Councilor

HON. ALEJANDRO F. GUTIERREZ  
City Councilor

HON. LEVY M. TELA  
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA  
City Councilor

HON. REYNALDO D. PALABRICA  
City Councilor

HON. REYNALDO M. LABIAN  
City Councilor

HON. ROGELIO M. NOLASCO  
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN  
City Councilor

HON. SIMPLICIO G. DOMINGUEZ  
City Councilor

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

HON. PALM ANGEL S. BUNCIO  
SK Federation President

Attested by:  
ON-LEAVE

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

MS. CRISTINA R. MALAWIG  
Supervising Admin. Officer

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

CITY RESOLUTION NO. 2024-520  
Series of 2024

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 PESHOP RELATIVE TO THE IMPLEMENTATION OF CRAB FATTENING PROJECT WITHIN THE IDENTIFIED MANGROVE AREAS IN THE CITY OF BACOOR, CAVITE.

Sponsored by:

Hon. Randy C. Francisco

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, on 13 June 2024, the Office of the City Mayor requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to sign and enter into a Memorandum of Agreement (MOA) on behalf of the City Government of Bacoor with Joy-Joy Petshop relative to the implementation of crab fattening project within the identified mangrove areas in the City of Bacoor, Cavite.

WHEREAS, the mangrove ecosystems in Bacoor City coastal areas provide protection, biodiversity and livelihood opportunities to the local community;

WHEREAS, Joy-Joy Petshop has the desire to develop and manage a sustainable crab fattening project as well as the willingness to undertake the maintenance and preservation of the mangrove ecosystem in the designated areas in the City of Bacoor;

WHEREAS, the implementation of the said project will be no cost on the part of the city government and will create job opportunities within the city through sustainable livelihood projects;

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



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ON-LEAVE

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

MS. CRISTINA R. MALAWIG  
Supervising Admin. Officer

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

**NOW THEREFORE**, upon the motion of Hon. Randy C. Francisco, unanimously seconded by the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5<sup>th</sup> Sangguniang Panlungsod in regular session assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign the proposed MOA between the City Government of Bacoor, and Joy-Joy Petshop relative to the implementation of crab fattening project within the identified mangrove areas in the City of Bacoor, Cavite.

**RESOLVED LASTLY**, to furnish the Office of the City Mayor, Joy-Joy Petshop, the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

**APPROVED** this 18<sup>th</sup> day of June 2024 at the City of Bacoor, Cavite by the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing resolution was passed by the Sangguniang Panlungsod of Bacoor, Cavite on the 18<sup>th</sup> day of June 2024.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor/ Presiding Officer

Attested by:

MS. CRISTINA R. MALAWIG  
Supervising Admin. Officer

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

## 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 BACCOOR**, 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 BACCOOR**";

- 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 BACCOOR** 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 Bacoar;
- (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 BACOOR**:

- 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 BACOOR**;
- 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.