



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BALTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

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

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-633
Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH FILINVEST LAND, INC. AND THE BARANGAY GOVERNMENT OF TALABA 3, CONCERNING THE ENHANCEMENT OF THE EXISTING DRAINAGE SYSTEM IN BARANGAY TALABA 3, BACOR CITY, CAVITE

Sponsored by:

Hon. Levy M. Tela

Co-Sponsored by:

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

WHEREAS, on 04 November 2024, a letter from the City Administrator's Office was sent to the Office of the Sangguniang Panlungsod Bacoor City, Cavite.

Whereas, the City Administrator's Office requested that a resolution be passed authorizing the City Mayor to sign a Memorandum of Agreement (MOA) among the City Government of Bacoor, the Barangay Government of Talaba 3, and Filinvest Land Inc. (FLI).

WHEREAS, the City of Bacoor has an existing Drainage System located in Barangay Talaba 3 and the city government intends to construct improvements on the said facility to address flood control requirements in the Barangay and the City as well.

WHEREAS, FLI has agreed to render assistance and to shoulder certain expenses in the improvement of the drainage system in accordance with the terms and conditions stated in the said MOA.;

WHEREAS, the Sangguniang Panlungsod deliberated on the proposed MOA submitted by the Office of the City Administrator. The proposed MOA is deemed incorporated and made a part of this Resolution as **Annex "A"**.



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Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

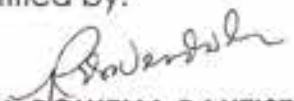
NOW THEREFORE, upon motion of Hon. Levy Tela, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite in regular session duly assembled to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with Filinvest Land, Inc. and Barangay Government of Talaba 3, concerning the enhancement of the existing drainage system in Barangay Talaba 3, Bacoor City, Cavite.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the Filinvest Land, Inc., the Barangay Government of Talaba 3, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and all government agencies concerned with copies of this Resolution.

UNANIMOUSLY APPROVED by the 5th Sangguniang Panlungsod on 9 December 2024 at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved in accordance with law.

Certified by:


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

Attested by:


ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:


HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("MOA" or the "Agreement") is made and executed this ___ day of _____ 2024, at _____ by and between:

MARY AVEROSE VALDERRAMA
Filinvest Land, Inc.

FILINVEST LAND INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Filinvest Building, 79 EDSA, Highway Hills, Mandaluyong City, represented herein by its First Vice President, MARY AVEROSE VALDERRAMA, whose authority is evidenced by Secretary's Certificate dated _____, a copy of which is herein attached as Annex "A", and hereinafter referred to as "FLI;"

STRIKE B. REVILLA
City Mayor

LOCAL GOVERNMENT OF BARANGAY TALABA 3, a local government unit duly organized by virtue of Republic Act No. ____, which conducts its affairs at Bacoor Boulevard, City of Bacoor, Cavite, duly represented herein by its Chairman, HON. EMMANUEL TRINIDAD, duly authorized to enter into this Agreement pursuant to Sangguniang Barangay Resolution No. _____ dated _____, a copy of which is herein attached as Annex "B", and hereinafter referred to as "BARANGAY,"

EMMANUEL TRINIDAD
Punong Barangay, Talaba 3

and
CITY GOVERNMENT OF BACCOOR, a local government existing under the laws of the Republic of the Philippines with principal address Bacoor Government Center, Bacoor Boulevard, Bayanan, City of Bacoor, represented by its City Mayor, HON. STRIKE B. REVILLA, duly authorized to enter into this Agreement pursuant to Sangguniang Panglungsod Resolution No. _____, a copy of which is herein attached as Annex "C", hereinafter referred to as "CITY."

Each of FLI, the BARANGAY, and the CITY may hereinafter be referred to as a "Party," and collectively as "Parties."

RECITALS:

WHEREAS, the City of Bacoor has an existing Drainage System ("Drainage") located in Barangay Talaba 3, as delineated in a sketch plan of the Drainage attached hereto as Annex "D" (the "Sketch Plan") and forms an integral part of this Agreement;

WHEREAS, the City of Bacoor intends to construct improvements on the said Drainage and has requested the assistance of FLI to undertake this development project intended to address flood control requirements in the barangay and the city as well;

WHEREAS, the FLI has agreed to render assistance and to shoulder certain expenses in the improvement of the Drainage in accordance with the terms and conditions of this Agreement;

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

- A. **DRAINAGE WORKS.** The Drainage System that passes through Barangay Talaba 3 shall undergo improvement, which involves the following:
1. Dredging of the creek located in Barangay Talaba 3 (the "creek");
 2. Widening of Canals along Sydney Oasis perimeter in accordance with the Sketch Plan attached as Annex "D".
- B. **OBLIGATIONS OF THE CITY AND THE BARANGAY.** The construction and improvement of the Drainage shall primarily be undertaken by the CITY with the support of the BARANGAY and FLI in accordance with the provisions of this Agreement.
1. The CITY, through its City Engineering Office, shall be responsible for the dredging of the creek and overseeing the construction activities until its completion to ensure compliance with construction standards and plans and address any challenges that may arise during any phase of the construction. It shall also ensure proper coordination with FLI, BARANGAY, and other stakeholders as may be affected throughout the project implementation.
 2. The BARANGAY shall guide FLI in the construction of the canals along the perimeter of Sydney Oasis. Additionally, the BARANGAY shall mobilize volunteers to assist the construction team with peripheral tasks during project activities, such as traffic management and ensuring the safety of residents in the area.
- C. **OBLIGATIONS OF FLI.** FLI shall be in charge of the works for the widening of the canals along the perimeter of Sydney Oasis in accordance with Section A of this MOA. It will prepare plans and shoulder certain expenses for the Drainage works and related expenses. This initiative will be part of the FLI's corporate social responsibility activities. A copy of the construction and program of works, including cost requirements, is attached herewith as Annex "E" and shall form part of this Agreement.
- D. **PERMITS, TAXES, FEES, AND EXPENSES.** Except as otherwise provided under Section C of this Agreement, all fees and expenses involved in the Drainage Works shall be the sole liability of the CITY. The CITY shall also be responsible for securing all necessary permits and approvals needed for the Drainage Works.
- E. **INCENTIVE.** The CITY may grant incentives to FLI for all the expenses incurred by the latter in relation to this Agreement. The incentive shall only be granted after completion of the Drainage Works mentioned in Section A of this Agreement.
- F. **MUTUAL COOPERATION.** The Parties undertake to perform all acts and execute such agreements or instruments necessary for the purpose of implementing this Agreement.
- G. **EFFECTIVITY ON SUCCESSORS AND ASSIGNS.** The respective rights and obligations of the Parties under this Agreement shall inure to the benefit of, and be binding upon, their successors-in-interest and assigns.
- H. **ENTIRE AGREEMENT.** - This Agreement constitutes the full, complete, and exclusive understanding between the Parties on the subject matter and supersedes any and all representations, correspondences, understanding, or agreement.

verbal or written, implied or express, between the Parties. This Agreement may only be amended upon the mutual written agreement of the parties.

- I. **AMENDMENTS.** Any modification or amendment to this Agreement shall be in writing and duly executed by FLI, the CITY, and the BARANGAY. It shall be attached to and form part of this MOA.
- J. **SEPARABILITY.** - If any term, provision, or condition of this Agreement or the application thereof is subsequently declared invalid, contrary to law, or unenforceable by a court of competent jurisdiction, the validity of the terms, provisions, or conditions not affected by such declaration shall remain valid and binding upon the Parties. The Parties shall, however, use their best efforts to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses that approximate as closely as possible the sense and purpose of the affected provision.
- K. **VENUE OVER DISPUTES.** - Any judicial action in connection with any conflict, claim, or controversy between the parties hereto arising out of or in connection with this Agreement shall be brought before the proper court of Mandaluyong City or the City of Bacoor, Cavite, at the option of the complainant.
- L. **GOVERNING LAW.** This Agreement and its provisions shall be governed by, interpreted, and implemented in accordance with the laws of the Philippines.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement on the date and at the place first written above.

FILINVEST LAND, INC.

by:

MARY AVEROSE VALDERRAMA
First Vice President

CITY GOVERNMENT OF BACOOR

by:

STRIKE B. REVILLA
City Mayor

**LOCAL GOVERNMENT OF
BARANGAY TALABA 3**

by:

HON. EMMANUEL TRINIDAD
Punong Barangay

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 _____) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, on _____, personally appeared the following individuals with their respective competent evidence of identity, bearing their photographs and signatures:

<i>Name</i>	<i>Competent Proof of Identity</i>	<i>Date and Place of Issue</i>
MARY AVEROSE VALDERRAMA (in her capacity as the Authorized Representative of Filinvest Land, Inc.)		
HON. STRIKE B. REVILLA (in his capacity as Mayor of the City of Bacoor)		
HON. EMMANUEL TRINIDAD (in his capacity as Punong Barangay of Barangay Talaba 3)		

Known to me to be the same persons who executed the foregoing Memorandum of Agreement, which consists of _____ () pages, including its annexes and the page whereon this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the corporation and government entities they represent.

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

Notary Public

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