



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

ABSENT
HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BAUTISTA
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. 2025-687
Series of 2025

A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN THE TRIPARTITE MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, THE DEPARTMENT OF EDUCATION, AND THE NATIONAL WATER RESOURCES BOARD (NWRB) ON THE ESTABLISHMENT OF GROUNDWATER MONITORING WELLS WITHIN THE CITY OF BACOR, 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. Randy C. Francisco, 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, and Hon. Michael E. Solis.

WHEREAS, on 28 February 2025, the Office of the City Mayor sent an endorsement letter to the Sangguniang Panlungsod requesting to pass a resolution authorizing the City Mayor to sign the Tripartite Memorandum of Agreement with the Department of Education and the National Water Resources Board (NWRB).

WHEREAS, the NWRB is mandated by law to implement the "Development of Groundwater Management Plan (GMP) of the national government.

WHEREAS, one of the activities under the GMP is to design and install groundwater monitoring wells within a particular study area to provide essential data needed to evaluate changes in groundwater resources over time, forecast trends and validate the groundwater models developed under the GMP.

WHEREAS, the DepEd can use the groundwater data for its own groundwater research.

WHEREAS, the Office of the City Mayor submitted a draft Tripartite Memorandum of Agreement (MOA) among



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City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor



the City Government, the DepEd, and the NWRB to the Sangguniang Panlungsod for its review and consideration.

NOW THEREFORE, upon motion of Hon. Levy M. Tela, unanimously seconded by the members present in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize Mayor Strike B. Revilla to sign the Tripartite Memorandum of Agreement among the City Government of Bacoor, the Department of Education, and the National Water Resources Board (NWRB) on the establishment of groundwater monitoring wells within the City of Bacoor, Cavite.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the DedpEd, the NWRB, and all concerned government offices with copies of this resolution.

APPROVED unanimously this 31st day of March 2025 at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was duly 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



**TRIPARTITE MEMORANDUM OF AGREEMENT
BETWEEN THE MUNICIPALITY OF _____,
DEPED -DIVISION PROVINCE OF _____, AND
NATIONAL WATER RESOURCES BOARD (NWRB)**

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT made and entered into by and among:

The **MUNICIPALITY** **OF**
_____, a political subdivision created
under the laws of the Republic of the Philippines, duly
represented herein by its local chief executive, HON.
_____, who is duly
authorized by virtue of Resolution / Ordinance No.
_____ known as "Ordinance Granting Authority
to the Municipal Mayor to Enter into a Contract,
Memorandum of Understanding with Partner
Agencies/Establishments/Entities for and on behalf of
the Local Government Unit of _____"
effective _____, hereinafter referred to as
the "FIRST PARTY";

The **DEPARTMENT OF EDUCATION** - Division of
Province of _____, a government institution
duly organized and existing under and in accordance with
the laws of the Republic of the Philippines, with address at
_____ herein represented by its
Schools Division Superintendent,
_____ and hereinafter referred to as
the "SECOND PARTY";

-and-

The **NATIONAL WATER RESOURCES BOARD**, a
government institution duly organized and existing under and
in accordance with the laws of the Republic of the
Philippines, with office address at 8th Floor NIA Bldg., EDSA,
Quezon City, herein represented by its Executive Director,
ATTY. RICKY A. ARZADON, CESO IV, and hereinafter
referred to as "THIRD PARTY";

WITNESSETH

WHEREAS, the THIRD PARTY, under Article 3 (d) of the Water Code of the
Philippines (P.D. 1067), has been granted powers to regulate the exploitation,
development, conservation, and protection of the country's water resources;

WHEREAS, one of the major functions of the THIRD PARTY is the regulation of
the country's water resources, including assessment of available water resources,
management of water supply and demand as basis for systematic allocations, control,
management and development of available water resources for various functional
uses;

WHEREAS, in order for the **THIRD PARTY** to effectively carry out its functions as the regulator of the country's water resources, it needs to improve the groundwater resources management and regulation in the country;

WHEREAS, the **THIRD PARTY** undertakes to implement the project "Development of Groundwater Management Plan (GMP) for Cebu Main Island except Metro Cebu", with the objective of developing a GMP that considers future impact of climate change and provide a framework and decision support tools using science-based methodology, to effectively manage groundwater resources;

WHEREAS, one of the activities of the project and part of the GMP is the design and installation of groundwater monitoring wells within the study area to provide essential data needed to evaluate changes in groundwater resources over time, forecast trends and validate the groundwater models developed under the GMP project;

WHEREAS, the parties voluntarily and willingly enter into this Tripartite Memorandum of Agreement (MOA) in order to carry out the objectives of the GMP Project;

WHEREAS, the construction of one (1) groundwater monitoring well shall be made within _____ located at _____

WHEREAS, the land where _____ (location of school) is situated is denominated as Lot No. _____, registered under the name of the **FIRST PARTY**, and covered by Tax Declaration No. _____.

WHEREAS, the **THIRD PARTY** requested the **FIRST PARTY** to allow the **THIRD PARTY** to use a portion of the said lot, with an area of approximately 1 meter by 1 meter, to be identified by the **THIRD PARTY** for the construction of one (1) groundwater monitoring well;

WHEREAS, the **SECOND PARTY** can use the groundwater data for their groundwater research;

WHEREAS, the result of data gathered from the groundwater monitoring well shall also be used by the **PARTIES** for groundwater management, program, and activities;

WHEREAS, all parties recognize the importance of collaboration and partnership in order to achieve the objectives of the project and have agreed to work together to implement this MOA;

NOW THEREFORE, for and in consideration of foregoing premises and the covenants hereunder, the parties hereto hereby mutually agree on the following terms and conditions:

1. Obligations of the FIRST PARTY:

- a. Allow the construction of groundwater monitoring wells at the identified site within that portion of the lot where _____ is located;
- b. Assist in the monitoring and protecting the well from vandalism and such other similar acts that would cause damage to the well; and

- c. Ensure that the existence of the groundwater monitoring wells constructed under this MOA remain undisturbed for a minimum period of ten (10) years.

2. Obligations of the SECOND PARTY:

- a. Concur with the construction of groundwater monitoring well within _____;
- b. Protect the groundwater monitoring wells from vandalism and such other similar acts that would cause damage to the well;
- c. Shall not appropriate groundwater from said deep well, for any purpose;
- d. Allow the THIRD-PARTY staff to conduct groundwater level and water quality measurement on the groundwater monitoring wells;
- e. Ensure non-construction of septic tank within 25 m from the monitoring well to avoid possible contamination of water to be monitored; and
- f. Ensure that the existence of the groundwater monitoring wells constructed under this MOA remain undisturbed for a minimum period of ten (10) years.

3. Obligations of the THIRD PARTY:

- a. Construct a groundwater monitoring well within the _____ and secure the necessary permit to drill for use as a monitoring well;
- b. Inspect and collect data from the monitoring well;
- c. Encode collected water level and water quality data and provide the FIRST PARTY and SECOND PARTY with the groundwater data gathered within the study area which can be used by the FIRST PARTY for planning and other purposes and by the students for research;
- d. Educate the students through the conduct of Information, Education, and Communication campaign on the protection of groundwater sources and the effects of over-extraction of groundwater on the environment;
- e. Ensure the safety of the students during and after the construction of the monitoring wells;
- f. Provide the SECOND PARTY and the FIRST PARTY on updates on the establishment of the monitoring wells;
- g. Provide access to the Municipal Environment and Natural Resources Office (MENRO) of the Municipal Government of _____ for conducting its own water quality sampling and testing for additional parameters at the proposed monitoring wells; and
- h. Prepare and provide data, result and assessments, and recommendations to the PARTIES for future project collaborations and possible groundwater programs and activities.

4. TERM AND TERMINATION

This MOA shall take effect upon signing and may be terminated by either party with written notice to the other parties at least thirty (30) days prior to the intended date of termination. This provision, notwithstanding, the monitoring wells constructed under this MOA shall be maintained for a minimum period of ten (10) years.

5. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTIONS

The Laws of the Republic of the Philippines shall govern the interpretation of this MOA. The Parties agree that in all matters relating to this MOA, whether during its subsistence or after its termination and in all matters concerning the provisions of this MOA on questions or dispute or difference arising between or among the Parties, every such question, dispute or difference shall be settled mutually in good faith.

6. AMENDMENTS AND WAIVERS

No provision of this MOA shall be amended, waived, discharged or terminated orally nor any breach or default under any of the provisions of this MOA be waived or discharged orally but (in each case) only by an instrument in writing signed by or on behalf of the party against whom enforcement of the amendment waiver discharge or termination is sought. Failure by any party to demand strict compliance with any of the terms and conditions herein stipulated shall not be construed as a waiver thereof. Any waiver shall be in writing and signed by the party making the waiver. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law or by any other agreement between the parties.

7. NOTICES

The parties hereby agree that their respective addresses as set forth in page one (1) of this MOA shall be their respective addresses for purposes of notice and demand, if any be required under this MOA or documents and instruments executed pursuant hereto, until and unless another address shall be formally committed the other party in writing.

IN WITNESS HEREOF, the parties have hereunto affixed their signatures this day of _____ at Pinamungajan.

MUNICIPALITY OF _____
Represented by:

HON. _____
Municipal Mayor

**DEPED DIVISION
PROVINCE OF** _____
Represented by:

**NATIONAL WATER
RESOURCES BOARD**
Represented by:

Schools Division Superintendent

ATTY. RICKY A. ARZADON, CESO IV
Executive Director

Signed in the presence of:

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of _____) SS.
Municipality of _____)

BEFORE ME, a Notary Public, for and in the above jurisdiction, this _____ personally appeared the following persons:

Name of LCE	
Name Of Schools Division Superintendent	
NWRB	

all known to me to be the same persons who executed the foregoing instrument, and each acknowledged to me that they have acted in a representative capacity, that they are duly authorized to represent as such, and that the same is their own free and voluntary act and deed as well as that of the agency or local government unit represented.

This Memorandum of Agreement consist of five (5) pages, including the page wherein this acknowledgement is written, signed by the Parties and their witnesses.

WITNESS MY HAND AND NOTARIZED SEAL, this ____ day of _____ at _____, Cebu, Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2025.