



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

ABSENT
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. 2025-706
Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, MAYNILAD WATER SERVICES, INC. AND THE NATIONAL IRRIGATION ADMINISTRATION REGARDING THE DREDGING, REPAIR AND MAINTENANCE OF THE MOLINO DAM, LIGAS DAM AND SAN NICOLAS DAM.

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 Joselito F. Pagulayan, and Hon. Reynaldo D. Palabrica.

WHEREAS, on 12 February 2025, the Office of the City Mayor requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to sign a Memorandum of Agreement among the City Government of Bacoor, among the City Government of Bacoor, Maynilad Water Services, Inc. (MAYNILAD) and the National Irrigation Administration (NIA) regarding the dredging of the Molino Dam, Ligas Dam and San Nicolas Dam including the repair of the valve systems and the conduct of regular repair or maintenance work on each dam.

WHEREAS, the City Government of Bacoor is authorized to partner with other institutions in the upliftment of the lives of the people through collaboration and partnership to ensure the safety and well-being of the Bacooreños by mitigating flood risks and enhancing water security.

WHEREAS, the NIA has the jurisdiction in the operation, maintenance and protection of the Molino River Irrigation System (RIS) covering a service area of Four Hundred Sixty Two (462) hectares where a portion of it is irrigated and cultivated by the City of Bacoor's local farmers.

WHEREAS, the City Government of Bacoor, MAYNILAD, and NIA seeks to address the dredging of the Molino Dam, Ligas Dam and San Nicolas Dam, including the repair of the valve systems and the conduct of regular repair or maintenance work on each dam.



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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

WHEREAS, the Office of the City Mayor submitted a draft Memorandum of Agreement (MOA) to the Sangguniang Panlungsod for its review and consideration. The proposed MOA is hereby deemed incorporated into and made a part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Hon. Levy M. Tela unanimously seconded by the Body in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign the Memorandum of Agreement among the City Government of Bacoor, Maynilad Water Services, Inc. and the National Irrigation Administration regarding to the dredging, repair and maintenance of the Molino Dam, Ligas Dam and San Nicolas Dam.

RESOLVED FURTHER, to furnish the Office of the City Mayor, the NIA, Maynilad Water Services, Inc. and other government agencies concerned with copies of this Resolution.

APPROVED this 5th day of May 2025 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved in accordance with law and that the contents hereof are true and correct.

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

This Memorandum of Agreement (the "Agreement") is made and entered into this ____ day of ____, 2024 (the "Effective Date"), in the City of Bacoor, Province of Cavite, by and among:

The CITY GOVERNMENT OF BACOR, a local government unit existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Molino Boulevard, Barangay Bayanan, City of Bacoor, Cavite, herein represented by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____, Series of 2025, approved on the ____ day of _____ 2025, of the City Council of Bacoor, hereinafter referred to as the "**LGU BACOR**"

MAYNILAD WATER SERVICES, INC., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and postal address at _____, represented herein by its _____, and hereinafter referred to as "**MAYNILAD**"

and

NATIONAL IRRIGATION ADMINISTRATION, a government-owned and controlled corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and postal address at _____, represented herein by its _____, and hereinafter referred to as "**NIA**"

The term "Party" shall mean either LGU BACOR, MAYNILAD or NIA, as applicable, while the term "Parties" shall mean LGU BACOR, MAYNILAD and NIA, collectively.

WITNESSETH:

WHEREAS, Section 16, Article II of the 1987 Philippine Constitution provides that "the State shall protect and advance the right of the people to a balanced and healthful ecology in accord with the rhythm and harmony of nature;"

WHEREAS, Section 16 of Republic Act (R.A.) No. 7160 or the "Local Government Code of the Philippines" provides that every local government unit shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion of the general welfare;

WHEREAS, the LGU BACOR is a highly-urbanized city created under and by virtue of R.A. No. 7160 of the "Charter of the City of Bacor," authorized to partner with other institutions in the upliftment of the lives of the people through collaboration and partnership to ensure the safety and well-being of the Bacoreños by mitigating flood risks and enhancing water security;

WHEREAS, MAYNILAD is an agent and contractor of Metropolitan Waterworks and Sewerage System providing water and wastewater services to the seventeen (17) cities and municipalities that comprise the West Zone of the Greater Manila Area;

WHEREAS, NIA owns parcels of land, water production and treatment facilities, deep-wells, pipelines and appurtenances within the territorial jurisdiction of the City of Bacor, Province of Cavite;

WHEREAS, the NIA has jurisdiction in the operation, maintenance, and protection of the Molino River Irrigation System (RIS), covering a service area of Four Hundred Sixty-Two (462) hectares where a portion of it is irrigated and cultivated by the LGU BACOR's local farmers;

WHEREAS, the LGU BACOR, MAYNILAD, and NIA seeks to address the dredging of the Molino Dam, Ligas Dam, and San Nicolas Dam, including the repair of the valve systems and conduct of regular repair or maintenance in each dam;

WHEREAS, these efforts are essential in preparation for the upcoming rainy season in order to minimize the risk of flooding in the City of Bacor, Province of Cavite, as the dredging will also help increase the dams' capacity to hold water, thereby mitigating flood risks during heavy rains;

WHEREAS, the Parties consider their common interest in promoting the mutual cooperation to demonstrate a proactive approach to addressing critical challenges facing the community, ensuring a safer and more sustainable future for the City of Bacor;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulations provided for herein, the Parties hereby agree as follows:

- I. **PURPOSE OF THE AGREEMENT**. - The purpose of this Agreement is to address the immediate dredging of the **Molino Dam, Ligas Dam, and San Nicolas Dam** in order to improve the infrastructure and functionality of these dams. This collaboration aims to increase the dam's water storage capacity and improve flood control in the City of Bacor, Province of Cavite. This also aims to outline the different agencies' responsibilities with respect to the dredging and maintenance of the above-mentioned dams.
- II. **OBLIGATIONS OF THE NATIONAL IRRIGATION ADMINISTRATION (NIA)**. In ensuring the effective management and maintenance of irrigation systems, including dredging activities of the water dams in the City of Bacor, the NIA shall:

- A. Work closely with the LGU BACOR in the planning and executing the dredging activities within its jurisdiction;
- B. Administer the use of funds provided for the dredging activities which covers the Operational, Maintenance and Repair expenses of the gate valves in all water dams in the City of Bacor, Province of Cavite;
- C. Be responsible for the planning and designing of dredging activities within the City of Bacor, Province of Cavite to ensure that they meet the required standards and specification;
- D. Provide specialized dredging equipment including, but not limited to, long-reach excavators and pontoons in order to facilitate efficient dredging operations;
- E. Provide personnel with expertise needed to execute the dredging activities on time based on the approved Dredging Plan;
- F. Implement and execute the actual dredging activities within the City of Bacor to ensure that they are carried out according to the approved Dredging Plan and specifications;
- G. Ensure the regular maintenance of the dredged areas in the City of Bacor, including the repair and upgrading of gate valves in order to prevent siltation and maintain water flow;
- H. Monitor and supervise the implementation of preventive maintenance of the dredge, and ensure strict compliance of the dredge and dredging project to national and local policies or regulations;
- I. Coordinate with other government agencies, local communities, and stakeholders to keep them informed and involved in the success of the dredging projects;
- J. Appraise the higher authorities as may be necessary regarding its accomplishments and any other challenges encountered concerning the operations; and
- K. Monitor and evaluate the progress and effectiveness of the dredging activities to achieve the desired outcomes.

III. OBLIGATIONS OF THE CITY GOVERNMENT OF BACOR. To ensure that the dredging activities are carried out effectively and sustainably, the LGU BACOR shall:

- A. Coordinate closely with other national agencies including but not limited to the Department of Environment and Natural Resources (DENR) and the Department of Public Works and Highways (DPWH) to ensure compliance with the mandated regulations and guidelines;

- B. Be responsible that all necessary clearances and permits are obtained from other relevant national agencies prior to the conduct of dredging activities;
- C. Secure right of way from concerned land owners or entities that may be affected by the dredging;
- D. Provide additional staff or personnel at its own expense as may be necessary to provide support for the efficient implementation of the dredging works;
- E. Closely monitor the progress of the dredging activities and coordinate with the NIA to ensure that regular maintenance was being conducted;
- F. Provide bunkhouse or field office and food allowance for the dredge crew; and
- G. Provide the hauling equipment, i.e. dump trucks and payloader, needed for the management of spoils.

IV. OBLIGATIONS OF THE MAYNILAD WATER SERVICES, INC. To ensure a sustainable water supply and maintain the quality of water for the consuming public, the MAYNILAD shall:

- A. Implement measures to maintain and improve water quality through the installation of equipment and/or silt curtains around their treatment facilities within the City of Bacoor, Province of Cavite;
- B. Ensure regular maintenance of their water treatment facilities in the City of Bacoor, including the frequent replacement of filters and conduct of regular clean-up of the water branches, streams, creeks, and other similar bodies of water that drain into the Molino Dam, Ligas Dam, and San Nicolas Dam in the City of Bacoor;
- C. Collaborates with the LGU BACOR, NIA, and other government agencies to reinforce efforts in cleaning and dredging the water dams in the City of Bacoor; and
- D. Engage with the local communities to keep them informed about the dredging activities and water management initiatives.

V. EFFECTIVITY AND TERMINATION.

Unless otherwise terminated as provided herein, this Agreement shall take effect immediately upon signing of the Parties, and shall remain in force until the utilization of the activity, or unless sooner terminated by mutual consent of the Parties in writing.

This Agreement may be terminated in the event of a default by the other Party of any of its obligation and shall automatically be terminated upon the realization of the purposes of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- A. ENTIRE AGREEMENT AND INTEGRATION.** This MOA constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this MOA. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this MOA.
- B. AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this MOA on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
- C. GOOD FAITH.** In complying with and implementing the terms of this MOA, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- D. NON-EXCLUSIVITY.** Both Parties agree that nothing in this MOA shall, in any way, preclude other entities of similar business establishments from entering into an agreement with the other Party that offers similar or analogous services.
- E. ASSIGNMENT.** Either Party is strictly prohibited from assigning this MOA, as well as the performance of any obligation or undertaking made herein, to any third party without obtaining the prior written consent of the other Party. Either Party cannot assign this MOA without the written consent of the other Party to any successor by way of any merger, consolidation, or other corporate reorganization of such Party, or sale of all or substantially all of the assets of such Party, provided that such successor assumes, or is otherwise fully bound by all of the obligations of the assigning Party under this MOA. No assignment, with or without such consent, will relieve either Party from its obligations under this MOA.
- F. BINDING EFFECT.** The covenants and conditions contained in this MOA shall apply to and bind the Parties, as well as their successors and permitted assigns.
- G. GOVERNING LAW and VENUE OF SUITS.** This MOA shall be governed by the laws of the Republic of the Philippines, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this MOA shall be subject to the exclusive jurisdiction of the courts of Makati City or Bacoor City, at the option of the plaintiff, to the exclusion of all other venues.
- H. CUMULATIVE RIGHTS.** The Parties' rights under this MOA are cumulative and shall not be construed as exclusive of each other unless otherwise provided by law.
- I. WAIVER.** The failure of either Party to enforce any provisions of this MOA shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every

provision of this MOA.

- J. **HEADINGS.** The titles to the provisions in this MOA are for convenience or reference only and shall not in any way affect the interpretation thereof.
- K. **SEVERABILITY.** If any part or parts of this MOA shall be held unenforceable for any reason, the remainder of this MOA shall continue in full force and effect. If any provision of this MOA is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- L. **AMENDMENTS.** This MOA shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this MOA shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this MOA. This MOA shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this MOA, all previous verbal and/or written arrangements about the subject of this MOA shall be considered null and void.
- M. **NOTICE.** Except as may be otherwise specifically provided in this MOA, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this MOA, or at such other addresses as may be subsequently specified by written notice.
- N. **COUNTERPARTS SIGNING.** This MOA may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have hereunto signed these presents on the date and at the place first above written.

**CITY GOVERNMENT
OF BACOR**

By:

**NATIONAL IRRIGATION
ADMINISTRATION**

By:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2025

<Position Title/Designation>

**MAYNILAD WATER
SERVICES, INC**

By:

<Position Title/Designation>

Signed in the presence of:

Atty. AIMEE TORREFRANCA-NERI
City Administrator
City Administrator's Office

<Position Title/Designation>

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF Bacoor, Cavite) S.S.

BEFORE ME, a Notary Public, this ____ day of _____, 2025 personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		

This instrument, consisting of _____ (____) 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 concerned parties and their witnesses, and sealed with my notarial seal.

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

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