



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



CITY RESOLUTION NO. 2025-744
Series of 2025

DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGELS S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA

Acting City Mayor



A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE DEPARTMENT OF NATIONAL DEFENSE PERTAINING TO THE OPERATIONAL REQUIREMENTS OF THE PHILIPPINE NAVY AS A CONDITION FOR THE CONTINUED VALIDITY OF THE LETTER OF NO OBJECTION AND SECURITY ASSESSMENT REPORT.

Sponsored by:

Hon. Manolo S. Galvez, Jr.

Co - Sponsored by:

Hon. Simplicio G. Dominguez, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Reynaldo D. Palabrica and Hon. Levy M. Tela.

WHEREAS, on 26 June 2025, the Office of the City Mayor formally requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to sign a Memorandum of Agreement with the Department of National Defense (DND) pertaining to the operational requirements of the Philippine Navy as a condition for the continued validity of the letter of no objection and Security Assessment Report (SAR).

WHEREAS, under the said MOA, the DND will coordinate and assist the city government in complying with the operational requirements of the Philippine Navy (PN) and issue the Letter of No Objection (LONO) for the Bacoor Reclamation Projects upon submission by the city government of proof of compliance with the operational requirements of the PN.

WHEREAS, a review of the draft Memorandum of Agreement attached to the said letter conducted by the Sangguniang Panlungsod revealed that its terms and conditions are not contrary to law. A copy of the said Memorandum of Agreement is attached hereto and shall become a part of this Resolution as **Annex "A"**.

WHEREAS, Section 8 (1) (vi) of Republic Act No. 10160 (the "Charter of the City of Bacoor") empowered the City Mayor to sign all contracts, deeds, and other official documents on behalf of the City Government upon the authority of the Sangguniang Panlungsod.

NOW THEREFORE, upon motion of Hon. Manolo S. Galvez, Jr. unanimously seconded by all the councilors



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Office of the Sangguniang Panlungsod



CGBCR-SPBac-03-F01.03
07/01/2025

8th Year
AWARDEE
in a row!

DISTRICT I

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City Councilor

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City Councilor-ABC President

HON. PALM ANGELS S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA

Acting City Mayor



present in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with the Department of National Defense.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the DND, the PN and other government agencies concerned with copies of this resolution.

UNANIMOUSLY ADOPTED this 14th day of July 2025 at the City of Bacoor during the 2nd regular session of the 6th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was duly passed in accordance with law and that its contents are true and correct.

Certified by:

HON. CATHERINE SARINO-EVARISTO
Acting City Vice Mayor

Attested by:

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

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This *Memorandum of Agreement* ("Agreement") is made and entered into this _____ in _____ by and between:

DEPARTMENT OF NATIONAL DEFENSE, a national government agency, with main office address at DND Building, Segundo Avenue, Camp General Emilio Aguinaldo, Quezon City 1110, herein represented by its Secretary, **HON. GILBERTO C. TEODORO, JR.**, hereinafter referred to as the "**FIRST PARTY**";

and

CITY GOVERNMENT OF BACOR, a political subdivision of the Republic of the Philippines, with its principal office address at Bacor Government Center, Bacor Boulevard, Barangay Bayanan, Bacor City, Province of Cavite, herein represented by its City Mayor, **HON. STRIKE B. REVILLA**, duly authorized under City Resolution No. _____, Series of _____, approved by the City Council of Bacor dated _____, and hereinafter referred to as the "**SECOND PARTY**".

The **FIRST PARTY** and the **SECOND PARTY** may also be individually referred to as "**Party**", and collectively as "**Parties**".

WITNESSETH:

WHEREAS, the City Government of Bacor has three existing reclamation projects: (i) 230-Hectare Bacor Reclamation and Development Project (Outer Island); (ii) 90-Hectare Bacor Reclamation and Development Project (Inner Island); and (iii) 100-Hectare Diamond Reclamation and Development Project (bay parts of Digman and Tabing Dagat Barangays) ("**Bacor Reclamation Projects**");

WHEREAS, the Environmental Compliance Certificates (ECCs) and Area Clearances (ACs) were issued by the Environmental Management Bureau (EMB) of the Department of Environment and Natural Resources (DENR), and a Notice to Proceed by the Philippine Reclamation Authority (PRA), to the Bacor Reclamation Projects;

WHEREAS, in a letter dated 15 February 2024, the **SECOND PARTY** requested the **FIRST PARTY** to issue a Letter of No Objection (LONO) for the Bacor Reclamation Projects;

WHEREAS, in a letter dated 10 July 2024, the **FIRST PARTY** relayed to the **SECOND PARTY** that it shall issue LONO for the Bacor Reclamation Projects, subject to compliance by the **SECOND PARTY** with certain operational requirements of the Philippine Navy set forth herein, and the Security Assessment Report upon the conduct of a security vetting of the Contractor/Developer of the Bacor Reclamation Projects;

HON. GILBERTO C. TEODORO, JR.
DEPARTMENT OF NATIONAL DEFENSE
Secretary

HON. STRIKE B. REVILLA
CITY GOVERNMENT OF BACOR
City Mayor

ATTY. AIMES TORRETRANCIA-HERI
CITY GOVERNMENT OF BACOR
Witness

YADM. JOSE MA. AMBROSIO EZPELETA
DEPARTMENT OF NATIONAL DEFENSE
Witness

WHEREAS, on _____, the FIRST PARTY issued the LONO and SAR to the SECOND PARTY, subject to continued compliance by the SECOND PARTY to the operational requirements of the Philippine Navy and the execution of this Agreement with the FIRST PARTY;

WHEREAS, on _____, the Sangguniang Panlungsod issued City Resolution No. _____, authorizing the City Mayor of Bacoor to sign and enter into this Agreement for and on behalf of the SECOND PARTY;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions mutually agreed upon, the Parties hereby stipulate, as follows:

ARTICLE I COVERAGE/PURPOSE

Section 1. Coverage and Purpose. This Agreement pertains to and shall govern the operational requirements of the Philippine Navy as a condition for the continued validity of the Letter of No Objection (LONO) and Security Assessment Report (SAR) initially issued by the FIRST PARTY to the SECOND PARTY for the Bacoor Reclamation Projects.

This also covers the Operational Requirements of the Philippine Navy prior to the issuance of LONO for the Bacoor Reclamation Projects, and the conduct of security vetting of the Contractor/Developer thereof prior to the issuance of SAR, whenever applicable.

Section 2. Objectives. The following are the objectives of this Agreement:

1. To ensure compliance by the SECOND PARTY to the operational requirements of the Philippine Navy;
2. To ensure the proper conduct of a security vetting of the Contractor/Developer of the Bacoor Reclamation Projects;
3. To secure a valid and subsisting LONO and SAR for the Bacoor Reclamation Projects.

ARTICLE II RESPONSIBILITIES OF THE PARTIES

Section 1. RESPONSIBILITIES AND OBLIGATIONS OF THE FIRST PARTY. The FIRST PARTY shall direct the Philippine Navy thru the Chief of Staff, Armed Forces of the Philippines to:

1. Coordinate with and assist the SECOND PARTY in complying with the Operational Requirements of the Philippine Navy; and
2. Issue the LONO for the Bacoor Reclamation Projects upon submission by the SECOND PARTY of proof(s) of compliance with the Operational Requirements of the Philippine Navy, if applicable;

3. Issue a SAR upon the conduct of a security vetting of the Contractor/Developer of the Bacoor Reclamation Projects, if applicable;
4. Ensure the validity of the LONO and/or SAR issued to the SECOND PARTY in the absence of breach by the SECOND PARTY of any of the Operational Requirements of the Philippine Navy; and
5. Others as may be agreed upon by the Parties.

Section 2. RESPONSIBILITIES AND OBLIGATIONS OF THE SECOND PARTY. The SECOND PARTY shall:

1. Provide the FIRST PARTY a copy of its Site Development Plan/Map/Chart indicating the official delineation/boundaries of the Bacoor Reclamation Projects for new navigational route planning/programming of the Philippine Navy's vessel, and reflecting the Operational Requirements of the Philippine Navy, if applicable;
2. Undertake continued compliance with the Operational Requirements of the Philippine Navy during the Term of this Agreement; and
3. Extend other necessary support and assistance pursuant to its statutory mandates in order to implement and/or comply with the Operational Requirements of the Philippine Navy and to assist in the proper conduct of security vetting of the Contractor/Developer of the Bacoor Reclamation Projects.

Section 3. COMMON RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.

1. As much as practicable, the Parties shall conduct regular periodic coordination meeting or, whenever necessary, to clarify, update, or render information that are deemed to be necessary to be known by the Parties;
2. The Parties shall be responsible in keeping the confidentiality of any information, data, documents and papers in connection with the Bacoor Reclamation Projects; and
3. Others as may be agreed upon by the parties.

**ARTICLE III
OPERATIONAL REQUIREMENTS OF THE PHILIPPINE NAVY**

Section 1. Compliance with the Operational Requirements of the Philippine Navy, Pre-Requisite for the Issuance of LONO. The operational requirements of the Philippine Navy enumerated in the next following provision shall be complied with by the SECOND PARTY prior to the issuance of LONO for the Bacoor Reclamation Projects, whenever applicable.

Section 2. Operational Requirements of the Philippine Navy. The Bacoor Reclamation Projects must:

1. comply with the governing rules and regulations implemented by the PRA following Executive Order (E.O.) No. 525;¹
2. maintain a navigable waterway free from obstructions (*i.e.*, fish cage, fish markers, fish pens, etc.) and install aids to navigation facilities (*i.e.*, lighthouses, light buoys, etc.) in the vicinity of the project sites before, during, and after the reclamation activities to ensure safety for all sea crafts and floating vessels that will pass through the sea;
3. provide a safe passage for the Philippine Navy's watercrafts/vessels on the channels in between the proposed reclamation areas, with the following dimensions:
 - a. depth of water is at least 10 meters measured from the lowest tide;
 - b. width of at least 300 meters; and
 - c. vertical clearance of at least 50 meters measured from the highest tide, in case bridges are constructed along the waterway;
4. provide a clearance for Philippine Navy's vessels to dock alongside the wharf or pier to be developed and to access port facilities in case of security, emergency, and/or Humanitarian Assistance and Disaster Relief (HADR) operations.

Section 3. Continuous Compliance with the Operational Requirements. The continuous compliance by the SECOND PARTY with the operational requirements mentioned in the immediately preceding provision shall be condition for the continued validity of the LONO and/or SAR issued by the FIRST PARTY.

ARTICLE IV SECURITY VETTING OF CONTRACTOR/DEVELOPER FOR BACOR RECLAMATION PROJECTS

Section 1. Conduct of Security Vetting of Contractor/Developer of the Bacoor Reclamation Projects, Pre-Requisite for the Issuance of a Security Assessment Report. Security vetting of the Contractor/Developer of the Bacoor Reclamation Projects shall be conducted by the FIRST PARTY prior to the issuance of a SAR, whenever applicable. The SECOND PARTY shall provide all relevant information and appropriate assistance to, and as may be required by, the FIRST PARTY for the proper conduct thereof.

ARTICLE V TERM OF AGREEMENT

Section 1. Effectivity and Term of Agreement. This Agreement shall be effective upon execution and shall remain in full force and effect until the Bacoor Reclamation Projects have already been accomplished, unless terminated by consent of the Parties, or upon written notice given by any Party, in which event the termination shall be effective thirty (30) days from the date of receipt of such notice.

¹ Designating the Public Estates Authority as the Agency Primarily Responsible for All Reclamation Projects

Section 2. Grounds for Termination. Any of the following and similar instances shall constitute a ground for termination:

1. deliberate failure, omission, or gross neglect by any of the Party to comply with any of its material obligations under this Agreement; and
2. inability by any of the Party to perform its obligations under this Agreement by reason of fortuitous events, force majeure, or any cause beyond its control.

Section 3. Form of Notice. In case any of the foregoing grounds is present, the concerned Party shall send a written notice of termination to the other Party within a reasonable time from the happening, or upon knowledge, of any such ground for termination.

Section 4. Revocation of LONO or SAR. The LONO or SAR initially issued by the FIRST PARTY to the SECOND PARTY (if any) shall be revoked in accordance with the law, rules, and regulations, in case of breach of material obligations by the SECOND PARTY.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 1. Good Faith. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to ensure the fulfillment of their common objective.

The Parties shall, in the performance of their respective obligations and responsibilities, closely coordinate and consult with one another, as needed, to facilitate the efficient implementation of this Agreement and the timely implementation/completion of the Event.

Section 2. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors-in-interest and permitted assigns.

Section 3. Separability. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. If necessary for the complete implementation of this Agreement, the Parties agree to discuss/negotiate and attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision that achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.

Section 4. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 5. Amendments. Any amendment or additional term and condition to this Agreement must be in writing. The Parties hereto may, at any time, by mutual agreement, execute a supplement or amendment for the purpose of adding provisions to or changing or eliminating provisions of this Agreement.

Section 6. Governing Law and Venue of Suit. This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. The venue of any court with

respect to this Agreement shall be the proper court of Bacoor City only, to the exclusion of any other venues.

(Signature and acknowledgement pages follow)

IN WITNESS WHEREOF, the Parties' duly authorized representatives have hereunto affixed their signatures on the date and at the place first above written.

FIRST PARTY

**DEPARTMENT OF NATIONAL
DEFENSE**

By:

GILBERTO C. TEODORO, JR.

Secretary

SECOND PARTY

**CITY GOVERNMENT OF
BACOR**

By:

STRIKE B. REVILLA

City Mayor

C.R. No. _____

SIGNED IN THE PRESENCE OF:

**VADM JOSE MA. AMBROSIO
EZPELETA**

Flag Officer-In-Command, Philippine Navy

Witness

ATTY. AIMEE TORREFRANCA-NERI

City Administrator

Witness

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

FIRST ACKNOWLEDGMENT

BEFORE ME, a notary public for and in _____, personally appeared this _____ the following person who is identified by me through competent evidence of identity:

NAME	COMPETENT EVIDENCE OF IDENTITY	VALIDITY DETAILS
DEPARTMENT OF NATIONAL DEFENSE By: GILBERTO C. TEODORO, JR.		

known to me and to me made known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free voluntary act and deed.

This Agreement consisting of eight (8) 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 parties and their witnesses, and sealed with my notarial seal.

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

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

HON. GILBERTO C. TEODORO, JR.
DEPARTMENT OF NATIONAL DEFENSE
Secretary

HON. ETRINE B. REVILLA
CITY GOVERNMENT OF BACOR
City Mayor

ATTY. AIMEE TORREFRANCA-NERI
CITY GOVERNMENT OF BACOR
Witness

YABIM JOSE MA. AMBROSIO EZAPELETA
DEPARTMENT OF NATIONAL DEFENSE
Witness

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

SECOND ACKNOWLEDGMENT

BEFORE ME, a notary public for and in _____, personally appeared this
_____ the following person who is identified by me through competent evidence of
identity:

NAME	COMPETENT EVIDENCE OF IDENTITY	VALIDITY DETAILS
CITY GOVERNMENT OF BACOR By: STRIKE B. REVILLA		

known to me and to me made known to be the same persons who executed the foregoing
instrument and acknowledged to me that the same is their own free voluntary act and deed.

This Agreement consisting of eight (8) 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 parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first
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Doc. No. _____
Page No. _____
Book No. _____
Series of _____

HON. CILBERTO C. TEODORO, JR.
DEPARTMENT OF NATIONAL DEFENSE
Secretary

HON. STRIKE B. REVILLA
CITY GOVERNMENT OF BACOR
City Mayor

ATTY. ALHEE TORREFRANCA-HERI
CITY GOVERNMENT OF BACOR
Witness

YADM. JOSE DA. AMOROSIO EZELETA
DEPARTMENT OF NATIONAL DEFENSE
Witness