



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



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

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

CITY RESOLUTION NO. 2025-749

Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, ON BEHALF OF THE CITY GOVERNMENT OF BACOR TO SIGN A MEMORANDUM OF AGREEMENT WITH JAIRAPEL INTERNATIONAL CORPORATION REGARDING THE REMOVAL OF DANGLING WIRES IN THE CITY OF BACOR, CAVITE.

Sponsored by:

Hon. Manolo S. Galvez, Jr.

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Horacio M. Brillantes, Jr., Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, and Hon. Levy M. Tela.

WHEREAS, on 07 July 2025, the Sangguniang Panlungsod received an endorsement letter from the Office of the City Mayor requesting the City Council to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement (MOA) on behalf of the City Government of Bacoor with Jairapel International Corporation ("Jairapel") regarding the removal of dangling wires and cables (also known as "spaghetti wires") in the City of Bacoor, Cavite.

WHEREAS, the city government needs to address the proliferation of dangling and redundant utility wires as they seriously threaten public safety, diminish urban aesthetics and hinders efforts to promote disaster resilience.

WHEREAS, Jairapel is a private corporation that formally offered to help the city government in safely removing spaghetti wires through the mobilization of its own technical expertise and logistical support without imposing any financial burden on the city government or on affected city residents and business owners.

WHEREAS, the City Government of Bacoor agreed to coordinate with Jairapel to implement a citywide initiative for the systematic and cost free removal of spaghetti wires in line with its commitment to promote public safety, environmental integrity and urban modernization.

WHEREAS, a draft Memorandum of Agreement between the said parties was submitted by the Office of the City Mayor to



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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



the Sangguniang Panlungsod for review and consideration. The proposed MOA is incorporated hereto and will be made a part of this Resolution as **Annex "A"**.

NOW, THEREFORE, upon motion of Hon. Manolo S. Galvez, Jr. duly seconded by Hon. Levy M. Tela in its 2nd 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 for and on behalf of the City Government of Bacoor with Jairapel International Corporation.

RESOLVED, FINALLY to furnish the Office of the City Mayor, Jairapel International Corporation and various government offices concerned with a copy of this Resolution.

UNANIMOUSLY APPROVED 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 approved and that the contents hereof 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 (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date") in the City of Bacoor, Province of Cavite, by and between:

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

and

JAIRAPEL INTERNATIONAL CORPORATION, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Sitio Aroma, Longos V, Zapote, Bacoor City, Philippines, represented by its President, **Ms. ROSE RADANA**, and hereinafter referred to as "**JAIRAPEL**"

The term "Party" shall mean LGU BACOR or JAIRAPEL, if applicable, while the term "Parties" shall mean LGU BACOR and JAIRAPEL, collectively.

WITNESSETH:

WHEREAS, pursuant to Section 16 of Republic Act (R.A.) No. 7160, otherwise known as the "Local Government Code of 1991," local government units are empowered to exercise powers necessary for the efficient and effective governance and to promote the general welfare of their constituents;

WHEREAS, under Republic Act (R.A.) No. 10160, or the "Charter of the City of Bacoor", the City Mayor is mandated to ensure delivery of basic services and the provision of adequate facilities;

WHEREAS, the City Government of Bacoor recognizes the urgent need to address the proliferation of dangling and redundant utility wires - commonly referred to as "spaghetti wires" - which pose serious threats to public safety, urban aesthetics, and disaster resilience;

WHEREAS, City Ordinance No. 2013-051, Series of 2023, otherwise known as the "Anti-Dangling Wire Ordinance of the City of Bacoor," mandates the regulation, maintenance, and removal of improperly installed or hazardous distribution lines within the city's territorial jurisdiction;

WHEREAS, the presence of spaghetti wires has been identified as a contributing factor to fire hazards, obstruction of emergency response operations, and visual blight in both residential and commercial areas;

WHEREAS, the LGU BACCOOR, in coordination with JAIRAPEL, seeks to implement a citywide initiative for the systematic and cost-free removal of spaghetti wires, in line with its commitment to public safety, environmental integrity, and urban modernization;

WHEREAS, the removal of spaghetti wires by JAIRAPEL, at no cost to LGU BACCOOR, will benefit the affected residents and establishments to ensure equitable access to safe and orderly public spaces, while encouraging compliance and cooperation among utility companies operating within the City of Bacoor;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants herein contained, the Parties have agreed to be bound as follows:

SECTION 1. OBJECTIVE. The primary objective of this Agreement is to formalize the partnership between the LGU BACCOOR and JAIRAPEL for the systematic, safe, and cost-free removal of dangling, redundant, and hazardous utility wires - commonly referred to as "spaghetti wires" - within designated areas of the City of Bacoor.

This initiative aims to enhance public safety, improve urban aesthetics, and ensure compliance with City Ordinance No. 2013-051, Series of 2013, or the "Anti-Dangling Wire Ordinance," through the mobilization of technical expertise and logistical support by JAIRAPEL, without imposing any financial burden on the LGU BACCOOR, affected residents, and business owners.

SECTION 2. ROLES AND RESPONSIBILITIES OF LGU BACCOOR. The LGU BACCOOR shall undertake the following roles and responsibilities in support of the implementation of the free-of-charge spaghetti wire removal initiative:

A. Designate the City Engineering Office to coordinate directly with JAIRAPEL pertaining to the free-of-charge removal of dangling wires in the City of Bacoor;

- B. Facilitate inter-agency coordination with all the barangay officials, the Office of the Building Official, and other concerned departments to ensure smooth implementation;
- C. Conduct a citywide assessment to identify priority areas with high concentrations of dangling or redundant wires;
- D. Provide JAIRAPEL with updated maps, site access information, and logistical support for identified locations;
- E. Lead the conduct of public consultations and information campaigns to inform affected residents and business owners about the project's scope, schedule, and safety protocols;
- F. Issue official advisories and coordinate with barangay units to ensure community cooperation pertaining to the activities to be conducted by JAIRAPEL;
- G. Ensure that the activities to be performed by JAIRAPEL are in strict compliance with City Ordinance No. 2013-051, Series of 2013, or the "Anti-Dangling Wire Ordinance," and other applicable laws;
- H. Issue the necessary permits, clearances, or certifications to facilitate the lawful execution of the removal activities by JAIRAPEL;
- I. Monitor the progress of the removal operations and maintain documentation of completed areas, including photographic evidence and accomplishment reports;
- J. Submit periodic reports to the Office of the City Mayor and other oversight bodies as may be required;
- K. Ensure that cleared areas are maintained free of reinstalled or newly dangling wires through regular inspections and enforcement;
- L. Coordinate with other utility or telecommunication companies for the proper rerouting, bundling, or undergrounding of essential lines, where applicable; and
- M. Guarantee that no fees shall be collected from residents or establishments in relation to the removal of spaghetti wires under this initiative.

SECTION 3. ROLES AND RESPONSIBILITIES OF JAIRAPEL. JAIRAPEL shall undertake the following roles and responsibilities in support of the LGU BACOR's initiative to remove spaghetti wires at no cost to the public:

- A. Conduct the systematic dismantling and removal of dangling, redundant, and hazardous utility wires ("spaghetti wires") in designated areas, in accordance with the safety standards and engineering best practices;
- B. Ensure that all removal activities are performed without causing damage to active utility lines or disruption to essential services, unless coordinated and approved in advance;
- C. Perform pre-removal site inspections in coordination with the LGU BACCOOR, through the City Engineering Office, and utility providers to identify target poles, cable clusters, and potential hazards;
- D. Submit a detailed work plan and schedule for each removal phase, including manpower deployment, equipment uses, and safety protocols to LGU BACCOOR;
- E. Adhere to all applicable national and local regulations, including the National Building Code, the Occupational Safety and Health Standards (OSHS), City Ordinance No. 2013-051 Series of 2013 of the "Anti-Dangling Wire Ordinance," and other local and national laws, rules, and regulations;
- F. Implement the strictest safety measures for workers and the public during removal operations, including the use of personal protective equipment (PPE), barricades, and warning signage;
- G. Coordinate with telecommunications and power distribution companies to verify the status of wires (active vs. inactive) and secure necessary clearances prior to removal;
- H. Assist in the proper tagging, bundling, or rerouting of active lines, as may be required;
- I. Maintain a log of all removed wires, including photographic documentation, pole identification numbers, and barangay locations;
- J. Submit periodic accomplishment reports to the LGU BACCOOR, through the City Engineering Office, detailing the progress, challenges encountered, and recommendations for subsequent phases;
- K. Guarantee that no fees, charges, or reimbursements shall be collected from residents, business owners, or the LGU BACCOOR for the execution of the wire removal activities under this Agreement;

- L. Ensure that all removed materials are properly collected, transported, and disposed of in accordance with environmental regulations and LGU BACOR guidelines;
- M. Restore affected areas to a clean and orderly condition upon completion of each removal activity;
- N. Maintain confidentiality of any sensitive information obtained during the course of the project; and
- O. Uphold the highest standards of professionalism, integrity, and accountability throughout the duration of the Agreement.

SECTION 4. CONFIDENTIALITY AND DATA PRIVACY. The Parties expressly warrant and agree that they shall not, during and after the existence of this Agreement, disclose or reveal to any person or any other entity all Confidential Information or records of the other Party, including the materials or modules, which may come to their knowledge and/or possession in the performance of or in connection with this Agreement. Such confidential information shall include, but not be limited to, the Parties respective trade secrets, like modules and presentations, and any other methods, processes, formulae, systems, and data pertaining to the manuals and other relevant details and/or information of either Party. The Parties agree to ensure that their directors, officers, nominees, employees, and/or agents are bound by the provisions of this paragraph.

In compliance with R.A. No. 10173, or the "Data Privacy Act of 2012," each Party agrees that it will and will ensure that its employees, officers, directors, representatives, and other personnel will hold in confidence all information, documentation, data, or know-how disclosed to the other Party (the "Information"), and will not disclose to any third party or use the information or any part thereof without such other Party's prior written approval. Likewise, the Receiving Party undertakes to prevent the transfer of all strictly confidential and confidential information about this Agreement or by any of its members to any Party without the knowledge and written consent of the Disclosing Party.

Each Party shall be solely and exclusively liable for any breach of its obligations under this Agreement and for any breach by it of Philippine Privacy Laws during the effectivity of this Agreement. JAIRAPEL shall indemnify and hold LGU BACOR free and harmless from any direct, actual, and documented liability, damages, claims, actions, expenses, losses, or fees that may arise from any relevant breach or negligence in relation to the personal data of its employees.

SECTION 5. TERM AND TERMINATION. Unless otherwise terminated as provided herein, this Agreement shall be effective, remain in force from the Effective Date, and automatically be terminated on JUNE 30, 2026. This Agreement may be renewed by one Party by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.

Either Party may terminate this Agreement without cause by written notice to the other Party at least thirty (30) days before the intended termination date. Pre-termination by either Party under this Section shall be based only on valid and equitable grounds.

Should either Party commit a material breach under this Agreement or commit a material breach of any other terms and conditions of this Agreement, or unjustifiably refuse or fail to perform any of its obligations under this Agreement, the aggrieved Party may terminate this Agreement (i) effective immediately if the breach cannot be remedied or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the breach and the Party in breach has failed to cure such breach or perform its obligations.

SECTION 6. MISCELLANEOUS PROVISIONS

- A. ENTIRE AGREEMENT AND INTEGRATION.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- B. AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this Agreement 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 Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- D. NON-EXCLUSIVITY.** Both Parties agree that nothing in this Agreement 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 Agreement, 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 Agreement 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 Agreement. No assignment, with or without such consent, will relieve either Party from its obligations under this Agreement.

- F. **BINDING EFFECT.** The covenants and conditions contained in this Agreement shall apply to and bind the Parties, as well as their successors and permitted assigns.
- G. **GOVERNING LAW AND VENUE OF SUITS.** This Agreement 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 Agreement shall be subject to the exclusive jurisdiction of the courts of Bacoor City to the exclusion of all other venues.
- H. **CUMULATIVE RIGHTS.** The Parties' rights under this Agreement 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 Agreement 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 Agreement.
- J. **HEADINGS.** The titles to the provisions in this Agreement 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 Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement 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 Agreement 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

Agreement shall be deemed valid and binding upon the 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 Agreement. This Agreement shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested in them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.

M. NOTICE. Except as may be otherwise specifically provided in this Agreement, 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 addresses outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

N. COUNTERPARTS SIGNING. This Agreement 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, through their authorized representatives, have executed this Agreement as of the date and at the place set forth above.

**CITY GOVERNMENT
OF BACOR**

**JAIRAPEL INTERNATIONAL
CORPORATION**

By:

By:

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

Ms. ROSE RADANA
President

SIGNED IN THE PRESENCE OF:

Engr. JICKY JUTBA
City Engineer
City Engineering Office

ACKNOWLEDGMENT

Republic of the Philippines)
City of Bacoor, Province of Cavite) S.S.

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

Name	Competent Evidence of Identity/ Number	Date and Place issued
HON. STRIKE B. REVILLA		
ROSE RADANA		

Known to me, and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality if the Government herein represented.

The foregoing Memorandum of Agreement, 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 on each and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, I have hereunto set my hand this day, year, and place above written.

Notary Public

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