



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Sangguniang Panlungsod



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

Noted:
HON. STRIKE B. REVILLA
City Mayor



CITY RESOLUTION NO. 2026-979
Series of 2026

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE SUPPLEMENTAL AGREEMENT TO THE MEMORANDUM OF AGREEMENT DATED AUGUST 19, 2025 BETWEEN THE CITY GOVERNMENT OF BACOOR AND JAIRAPEL INTERNATIONAL CORPORATION.

Sponsored by:
Hon. Manolo S. Galvez, Jr.

Co-sponsored by:
Hon. Simplicio C. Dominguez, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, and Hon. Levy M. Tela.

WHEREAS, on 14 July 2025, the Sangguniang Panlungsod passed City Resolution No. 2025-749 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 in the City of Bacoor, Cavite.

WHEREAS, on 12 January 2026, 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 the Supplemental Agreement to the Memorandum of Agreement dated August 19, 2025 between the City Government of Bacoor and Jairapel International Corporation.

WHEREAS, the said agreement intended to clarify, expand and further operationalize specific provisions of the original MOA thus ensuring effective execution and alignment with evolving technical standards and regulatory requirements. It incorporates additional clarifications and enhancements, reinforcing the mutual commitment to uphold public safety, maintain urban order and safeguard infrastructure integrity for systematic removal of hazardous and unsightly dangling wires within the City of Bacoor.

WHEREAS, a draft Supplemental Agreement was submitted by the Office of the City Mayor to the Sangguniang Panlungsod for review and consideration. The said



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Attested by:

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

Certified by:

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

Noted:

HON. STRIKE B. REVILLA
City Mayor



agreement is deemed incorporated herein and made a part of this Resolution as **Annex "A"**.

NOW, THEREFORE, upon motion of Councilor Manolo S. Galvez, Jr. unanimously seconded by the rest of the council 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 the Supplemental Agreement to the Memorandum of Agreement dated August 19, 2025 between the City Government of Bacoor and 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 23rd day of March 2026 at the City of Bacoor during the 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:

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

Attested:

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

Noted:

HON. STRIKE B. REVILLA
City Mayor



**SUPPLEMENTAL AGREEMENT
TO THE MEMORANDUM OF AGREEMENT DATED AUGUST 19, 2025**

KNOW ALL MEN BY THESE PRESENTS:

This Supplemental Agreement to the Memorandum of Agreement dated August 19, 2025 (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 BACCOOR**, 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 2025, approved by the City Council of Bacoor dated _____ and hereinafter referred to as the "**LGU BACCOOR**,"

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 MARIE D. RADANA**, and hereinafter referred to as "**JAIRAPEL**"

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

WITNESSETH:

WHEREAS, on August 5, 2025, the LGU BACCOOR and JAIRAPEL entered into a Memorandum of Agreement (MOA) to implement a coordinated initiative for the removal and proper management of dangling wires within identified areas of the City of Bacoor, Province of Cavite, a copy of which is attached hereto as Annex "A;"

WHEREAS, in the course of implementation, both Parties have recognized the need to clarify, expand, and further operationalize certain

provisions of the original MOA to ensure more effective execution and alignment with updated technical and regulatory considerations;

WHEREAS, this Supplemental Agreement is being executed to formally incorporate such clarifications and enhancements, thereby reinforcing the shared commitment of both Parties to promote public safety, urban order, and infrastructure integrity through the sustained removal of hazardous and unsightly dangling wires;

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. SCOPE OF COVERAGE. For clarity and formal record, the Parties expressly agree that this Supplemental Agreement shall cover all forty-seven (47) barangays within the City of Bacoor, Province of Cavite, and shall encompass coordination with telecommunications companies operating therein, including, but not limited to, the following:

1. Smart Communications, Inc. (Smart)
2. Globe Telecom, Inc. (Globe)
3. PLDT, Inc. (PLDT)
4. Dito Telecommunication Services (Dito)
5. Fiberblaze Network Solutions (Fiberblaze)
6. Sky Cable Corporation (Sky Cable)
7. Converge ICT Solutions, Inc. (Converge)
8. Streamtech Systems, Inc. (Streamtech)
9. JAM Technology Solutions (JAM)

All activities, obligations, and responsibilities under this Agreement, including the removal, retrieval, relocation, and management of dangling or inactive utility wires, shall be implemented across the entirety of the identified barangays, in collaboration with the aforementioned telecommunications companies, and subject to the prior written approval and coordination of the LGU BACCOOR.

SECTION 2. OBJECTIVE. This Supplemental Agreement aims to further strengthen and operationalize the collaborative undertaking between the LGU BACCOOR and JAIRAPEL for the removal, relocation, and proper management of dangling wires within the city. Specifically, it seeks to:

- A. Clarify and expand the scope of responsibilities and deliverables under the original Memorandum of Agreement;
- B. Integrate technical recommendations and procedural updates identified during the initial implementation phase;
- C. Ensure alignment with updated safety standards, regulatory frameworks, and urban development priorities; and
- D. Promote sustained coordination between the Parties to achieve timely, efficient, and community-responsive execution of the project.

SECTION 3. EXPLICIT INCLUSION OF DEAD OR INACTIVE UTILITY WIRES. For clarity and avoidance of doubt, the Scope of Work under this Agreement shall expressly include the identification, retrieval, and proper disposal of all dead or inactive utility wires, whether aerial or underground.

Provided, however, that the identification, retrieval, and disposal activities undertaken by JAIRAPEL shall be limited to locations, quantities, and work areas specifically identified and approved in writing by the LGU BACCOOR. Any material increase in scope, volume, geographic coverage, or duration shall be subject to a prior written agreement of the Parties.

All activities shall be undertaken in accordance with applicable safety standards and regulatory guidelines.

SECTION 4. REPORTING OF REMOVED HAZARDOUS COPPER AND/OR OPTIC WIRES. JAIRAPEL shall document, certify, and submit comprehensive reports on all hazardous copper and/or optic wires removed within the territorial jurisdiction of the City of Bacoor. Such reports shall be submitted exclusively to the City Engineering Office or such other office as may be designated by the City Government of Bacoor, in a manner, format, and frequency prescribed by the LGU BACCOOR.

The reports shall include, but not be limited to, the following details:

- A. The barangay location where the wires were removed;
- B. The telecommunication company or utility owner of the removed wires;
- C. The type, quantity, and approximate weight of wires removed;
- D. The exact date and duration of removal operations; and

- E. The method of disposal or storage, including certification of utilization of DENR-accredited treatment, storage, and disposal facilities.

All reports shall be submitted within five (5) working days after completion of removal operations in each barangay, and shall serve as official documentation for compliance, monitoring, and verification purposes.

Failure to submit timely, complete, and accurate reports shall constitute a breach of contractual and operational obligations. In such a case, the LGU BACOR may:

- A. Impose administrative sanctions as may be applicable under this Agreement; and
- B. Recommend further legal or regulatory action before the appropriate agencies, including, but not limited to, the Department of Environment and Natural Resources (DENR) and other concerned telecommunications companies.

SECTION 5. COMPLIANCE WITH THE DEPARTMENT OF ENVIRONMENT AND NATIONAL RESOURCES (DENR) REGULATIONS. The Parties expressly recognize that all retrieved materials, including but not limited to dead, inactive, or damaged utility wires and associated components, shall be classified and treated as hazardous waste, subject to the applicable rules and regulations of the Department of Environment and Natural Resources (DENR).

The LGU BACOR shall extend reasonable assistance to JAIRAPEL in securing required permits, regulatory clearances, access to accredited hazardous waste facilities, and coordination with relevant government agencies.

JAIRAPEL shall not be held liable for penalties, violations, or sanctions arising from pre-existing site conditions, historical contamination, or factors beyond its reasonable control.

SECTION 6. MANHOLE RETRIEVAL OPERATIONS. The Parties acknowledge that the retrieval of materials lodged within manholes is an essential component of the removal operations.

JAIRAPEL shall undertake the systematic extraction and proper disposal of all obstructions found within manholes, including dead or inactive utility wires and related debris. This requirement is imposed in recognition of the adverse impact such obstructions have on drainage efficiency, contributing to localized flooding, and on the feasibility of future underground cabling or utility installations.

Retrieval operations shall be conducted only upon confirmation by the LGU BACCOOR and/or the concerned utility provider that the utilities subject to retrieval are abandoned, retired, or inactive.

JAIRAPEL shall not be liable for claims, damages, or third-party actions arising from the misclassification or erroneous identification of utilities as inactive.

SECTION 7. HANDLING OF COMPLAINTS AND GRIEVANCES. All complaints, concerns, or grievances arising from the implementation of this project shall be formally lodged and addressed exclusively through the Office of the City Mayor or other duly designated offices of the City Government of Bacoor.

For purposes of protocol and accountability, no such concerns shall be directly referred to or acted upon by JAIRAPEL without prior endorsement or instruction from the LGU BACCOOR.

This provision ensures a centralized and coordinated approach to grievance handling, consistent with the LGU BACCOOR's mandate to oversee and manage public-facing concerns related to the project.

Nothing herein shall prevent JAIRAPEL from taking immediate action to address technical, safety, or emergency concerns, when necessary, provided that prompt notice is given to the LGU BACCOOR.

SECTION 8. ASSISTANCE FOR UPPER INSTALLATIONS. The LGU BACCOOR shall provide periodic and reasonable assistance to JAIRAPEL in the conduct of upper installation activities, as may be necessary for the effective execution of the project.

Such assistance may include, but is not limited to, logistical support, access facilitation, and coordination with relevant barangay units or utility providers.

This is to ensure that upper-level installation works, such as the repositioning, elevation, or secure mounting of utility lines, are carried out efficiently, safely, and in accordance with the approved implementation plan.

SECTION 9. COMPLIANCE OF P2P (POINT-TO-POINT) WIRES WITH JOINT POLE AGREEMENTS. All Point-to-Point (P2P) wires, cables, or similar installations existing, installed, relocated, or maintained in the course of the implementation of this Agreement shall strictly conform to the applicable Joint Pole Agreements (JPAs) entered into between the concerned telecommunications companies (TELCOs) and pole-owning entities, and shall likewise be subject to the regulatory

authority and oversight of the LGU BACCOOR to ensure public safety and order.

JAIRAPEL shall not install, retain, reposition, or allow the continued presence of any P2P wires that are not duly authorized under, or that violate the terms, conditions, technical standards, load limits, clearances, or safety requirements of the applicable Joint Pole Agreement and relevant LGU regulations.

Any P2P wire found to be non-compliant with applicable Joint Pole Agreement, or installed without proper authority or permit from the pole owner and/or concerned TELCO, shall, upon notice from the LGU BACCOOR or the pole-owning entity, be subject to immediate correction or removal.

If such non-compliant P2P wire is not rectified within the period prescribed by the LGU BACCOOR, the same shall be removed at the sole expense and liability of the owner or installer of the wire. The LGU BACCOOR may also impose administrative fines, suspend permits, or recommend blacklisting of the responsible TELCO or contractor before the appropriate regulatory agency.

Responsibility for compliance with Joint Pole Agreements and LGU regulations shall remain with the owner or installer of the P2P wire. Neither JAIRAPEL nor the LGU BACCOOR, nor their respective officers and personnel, shall be held liable for any loss, service interruption, or damage arising from the removal of non-compliant P2P wires undertaken pursuant to this provision.

SECTION 10. PROJECT DEPLOYMENT AND TIMELINES. JAIRAPEL shall exercise reasonable discretion in determining the deployment schedules, sequencing, and operational areas for the implementation of the project, taking into account technical feasibility, resource availability, and site conditions.

Such discretion shall be exercised in close coordination with the LGU BACCOOR, through the City Engineering Office, to ensure alignment with local priorities, minimize public disruption, and facilitate logistical and administrative support.

Any adjustments to the deployment plan shall be communicated to the LGU BACCOOR in a timely manner and documented through appropriate channels.

SECTION 11. ACKNOWLEDGMENT OF HAZARDOUS WASTE HANDLING FOR UNDERGROUND OPERATIONS. The Parties hereby acknowledge that the retrieval of retired, inactive, or damaged utility wires located within underground installations, including manholes, may involve the handling of materials classified as hazardous waste.

Accordingly, JAIRAPEL shall be responsible for hazardous waste management only with respect to activities within its direct operational control.

This includes the safe extraction, handling, transport, and disposal of said materials in full compliance with the applicable rules and regulations of the Department of Environment and Natural Resources (DENR) and other relevant authorities.

Such responsibility shall not extend to historical contamination, unknown site conditions, latent hazards, or acts or omissions of third parties.

All activities shall be conducted with due regard for public safety, environmental protection, and regulatory conformity.

SECTION 12. SCOPE OF MANHOLE OPERATIONS AND LIABILITY FOR ACTIVE WIRES. The Parties hereby agree that all retrieval operations conducted within manholes under this Agreement shall apply exclusively to dead, inactive, or decommissioned utility facilities. This scope limitation ensures that only non-operational components, such as retired wires, abandoned cabling, and related debris, shall be subject to extraction and disposal.

Active or functional utility lines shall remain undisturbed, unless otherwise authorized in writing by the concerned utility provider and the LGU BACCOOR. JAIRAPEL shall perform all actions to ensure that the rightful owners of the wires found underground are informed prior to the extraction of dead or inactive utility wires. JAIRAPEL shall be entitled to rely in good faith on written certifications or confirmations issued by the LGU BACCOOR or the concerned utility providers regarding the inactive status of utilities, without incurring liability for actions taken pursuant thereto. Any liability for misclassification shall remain with the certifying entity.

The Parties further agree that JAIRAPEL shall not be held liable for any damage, loss, claim, or consequence arising from the inadvertent disruption, interference, or impact on active, live, or operational utility wires caused by unforeseeable circumstances during the course of its removal, retrieval, or disposal operations. For purposes of this provision, "unforeseeable circumstances" shall include, but are not limited to, mislabeling, misidentification, hidden conditions, sudden utility system malfunctions, or other conditions not reasonably detectable or identifiable by JAIRAPEL prior to or during the execution of its activities.

JAIRAPEL shall exercise reasonable care, due diligence, and standard safety practices to avoid affecting active utility lines. Any liability for damage to active wires shall remain with the LGU BACCOOR or the entity certifying or responsible for

the active utility, and JAIRAPEL shall be indemnified against any claims arising from such occurrences.

SECTION 13. RETRIEVAL OF COPPER AND/OR OPTIC UNDERGROUND CABLES. All retrieval operations involving hazardous underground copper and/or optic wires shall be conducted under the supervision of the LGU BACCOOR and in the presence of a duly authorized representative of the concerned TELCO, who shall witness the extraction, segregation, weighing, and initial documentation of the retrieved materials. In the event that the TELCO representative is unavailable at the time of the operation, such operation shall nonetheless proceed, provided that the TELCO representative has been duly notified in advance of the scheduled retrieval.

Custody and physical possession of all retrieved copper and/or optic wires and related materials shall be vested in JAIRAPEL, solely for the purpose of proper handling, temporary storage, treatment, and environmentally compliant processing, under continuing authority and oversight of the LGU BACCOOR

SECTION 14. DESIGNATION OF THE CITY ENGINEERING OFFICE. To ensure operational efficiency, technical oversight, and institutional support, the LGU BACCOOR, through its City Engineering Office, is hereby designated as the primary coordinating body for the implementation of this project.

The aforementioned office shall serve as the official liaison between the LGU BACCOOR and JAIRAPEL, responsible for facilitating site-level coordination, monitoring progress, resolving technical issues, and endorsing necessary documentation.

All project-related communications, requests for assistance, and field-level adjustments shall be coursed through the City Engineer's Office, in alignment with the approved implementation plan and applicable regulatory standards.

SECTION 15. ALIGNMENT, DEFENSE, AND INDEMNIFICATION IN FAVOR OF LGU BACCOOR. In full recognition that JAIRAPEL is acting as the duly engaged implementing partner of the LGU BACCOOR, and that all project activities are undertaken pursuant to LGU BACCOOR's direction, approval, supervision, and public authority, the Parties hereby irrevocably agree as follows:

A. Alignment and Position Mandate

Both Parties shall, at all times and in all fora, exclusively align themselves with, support, and defend the interests, positions,

and actions of the other Party in relation to the implementation of this Agreement. Under no circumstance shall either Party adopt, endorse, support, or advance any position, finding, statement, or action—whether formal or informal—that is adverse, inconsistent, or prejudicial to the other Party. This Paragraph shall not apply when: (a) the other Party is negligent or at fault; (b) the Innocent Party is seeking redress against the other Party; (c) the Innocent Party is defending itself due to negligence, omissions, and actions of the other Party; and/or (d) the Innocent Party has no other choice but to defend itself in public when despite notice to the other Party, the latter failed to correct its negligence, omissions, and actions.

B. Mandatory Defense and Legal Standing

In the event that either JAIRAPEL or LGU BACCOOR is subjected to, named in, or affected by any complaint, audit finding, investigation, inquiry, administrative case, civil action, criminal complaint, or regulatory proceeding arising directly or indirectly from the implementation of this Agreement, the Parties shall:

1. Jointly coordinate their legal positions to ensure consistency, alignment, and protection of their respective interests;
2. LGU BACCOOR shall, where legally permissible, intervene or appear in such proceedings to affirm that JAIRAPEL acted under LGU BACCOOR's authority, supervision, and approval. This Paragraph shall only apply when the actions or omissions of JAIRAPEL are covered by the Agreement and/or authorized by LGU BACCOOR;
3. JAIRAPEL shall actively defend itself in such proceedings, submit pleadings, affidavits, certifications, or position papers, and expressly acknowledge that its acts were undertaken pursuant to LGU BACCOOR's directives and for the benefit of the City of Bacoor;
4. Both Parties shall assert the legality, necessity, and validity of project activities undertaken under this Agreement, and shall cooperate fully in providing documentation, certifications, and testimony to regulatory or judicial bodies; and
5. Neither Party shall adopt, endorse, or advance any position adverse to the other in relation to the implementation of this Agreement, except where required by law or when necessary to defend itself, in which case prior written notice and consultation shall be undertaken.

C. Absolute Non-Adversarial Covenant

The Parties hereby agree that they shall not initiate, maintain, endorse, assist, or cooperate in any claim, action, complaint, or proceeding against each other arising from or connected with the implementation of this Agreement.

Both the LGU BACCOOR and JAIRAPEL commit to resolving any disagreement, issue, or dispute arising under this Agreement through good faith consultation, negotiation, and coordination prior to resorting to formal proceedings.

This Section shall not apply when (a) such action against the other Party is legally mandated by competent authorities or required to comply with applicable laws, rules, and regulations; (b) where one Party is seeking redress against the other Party; (c) the Innocent Party is defending itself due to negligence, omissions, and actions of the other Party; and/or (d) the Innocent Party has no other choice but to defend itself in public when despite notice to the other Party, the latter failed to correct its negligence, omissions, and actions.

This covenant shall survive the expiration or termination of this Agreement and shall bind the Parties, their successors, and assigns, subject to the continuing requirements of law and public accountability.

D. Comprehensive Indemnification

The Parties agree to indemnify, defend, and hold each other harmless, including their respective officers, directors, employees, contractors, and agents, from and against any and all claims, damages, losses, liabilities, penalties, fines, costs, expenses, or attorney's fees, to the extent arising from:

1. Acts, directives, approvals, certifications, endorsements, or instructions issued by the LGU BACCOOR in the lawful exercise of its authority;
2. Acts performed by JAIRAPEL in good faith reliance on LGU BACCOOR's written directives, approvals, or certifications;
3. Disputes with telecommunications companies, utility providers, or third parties directly connected to the implementation of this Agreement; and

Allegations of improper authority, jurisdiction, or permitting, provided that JAIRAPEL acted under LGU BACCOOR's written authority.

E. Authorization and Oversight

All acts performed by JAIRAPEL in connection with this project shall be deemed authorized, approved, and ratified by the LGU BACCOOR if undertaken pursuant to prior written

directives, approvals, or certifications issued by LGU BACCOOR.

JAIRAPEL shall not presume authority in the absence of such written approval. However, acts performed in good faith reliance on LGU BACCOOR's official directives, endorsements, or certifications shall be protected from retroactive withdrawal, disavowal, or reclassification of authority, provided that they were carried out in accordance with applicable laws, rules, and regulations.

Both Parties agree to maintain clear documentation of approvals and actions to ensure transparency, accountability, and protection of their respective interests.

F. Estoppel and Waiver

The Parties agree that neither the LGU BACCOOR nor JAIRAPEL shall deny, contradict, or repudiate the legality, authority, or propriety of actions undertaken in good faith reliance on prior written approvals, certifications, or representations issued under this Agreement.

Any attempt by either Party to take a contrary position with respect to duly authorized acts shall be deemed inconsistent with this Agreement and subject to resolution under its dispute settlement provisions.

For clarity, this estoppel shall apply only to acts performed in accordance with applicable laws, rules, and regulations, and pursuant to written authority or directive. Nothing in this Section shall prevent the LGU BACCOOR from fulfilling its statutory obligations to regulatory agencies, or other competent authorities, nor shall it prevent JAIRAPEL from asserting defenses necessary to protect its lawful interests.

G. Survival and Irrevocability

All obligations under this Section shall survive termination, expiration, or completion of this Agreement and shall bind both the LGU BACCOOR and JAIRAPEL, including their respective successors, assigns, officials, employees, and instrumentalities, regardless of any change in administration, policy, or leadership.

Such survival shall apply only to obligations lawfully undertaken, performed in good faith, and consistent with applicable laws, rules, and regulations.

Both Parties expressly acknowledge that commitments made under this Agreement shall remain enforceable beyond its expiration, provided that they do not contravene statutory duties, public accountability standards, or lawful directives of competent authorities.

SECTION 16. LIMITATION, SUSPENSION, AND FORCE MAJEURE.

Nothing in this Agreement shall be construed to require JAIRAPEL to perform acts that are unsafe, unlawful, or beyond commercially reasonable standards.

JAIRAPEL may suspend or terminate performance without liability in the event of regulatory changes, safety hazards, force majeure events, funding constraints, or circumstances beyond its reasonable control.

SECTION 17. 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. 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.

E. 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.

F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.

M. 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

Ms. ROSE MARIE D. RADANA

City Mayor

President

City Resolution No. _____

Series of _____

SIGNED IN THE PRESENCE OF:

Atty. AIMEE TORREFRANCA-NERI

Ms. PAMELA JANE D. RADANA

City Administrator

Marketing and Sales Manager /

City Administrator's Office

Operations Manager

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 MARIE 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 Supplemental Agreement, consisting of twelve (12) 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, [have hereunto set my hand this day, year, and place above written.

Notary Public

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