



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
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
Iga 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

Voted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-453

Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE REPUBLIC CEMENT & BUILDING MATERIALS, INC./REPUBLIC CEMENT MINDANAO, INC. RELATIVE TO THE DEVELOPMENT OF THE SOLID WASTE MANAGEMENT PROGRAM OF THE CITY OF BACOR.

Sponsored by:

Hon. Levy M. Tela

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adriellito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, and Hon. Michael E. Solis .

WHEREAS, a letter dated 14 February 2024 from the Office of the City Mayor was received by the Sangguniang Panlungsod, requesting the City Council to pass a resolution granting authority to City Mayor, Hon. Strike B. Revilla to sign a Memorandum of Agreement between the City Government and Republic Cement & Building Materials, Inc. / Republic Cement Mindanao, Inc.

WHEREAS, a letter dated 07 February 2024 expressing the legal opinion from the Office of the City Legal Service addressed to the City Administrator was attached to the aforementioned letter as an additional reference for the review to be conducted by the City Council on the draft Memorandum of Agreement, which revealed that it is executed relative to the implementation of Republic Act No. 11898 (the "Extended Producer Responsibility Act of 2022" or the "EPR Law") and the development of the Solid Waste Management Program of the City of Bacoor. A copy of the draft Memorandum of Agreement is attached hereto and made an integral part of this resolution.

WHEREAS, the City Government of Bacoor, through its City Environment and Natural Resources Office (now known as the City Environmental Services Department), is responsible for the Solid Waste Management Program, and is the owner of a Material Recovery Facility (MRF), which segregates and shreds residual wastes from the city, such as polyethylene plastics,



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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

polystyrene packaging material and other non-recyclable combustibles that the city desires to be properly disposed of.

WHEREAS, Republic Cement & Building Materials, Inc. / Republic Cement Mindanao, Inc. is a holder of an Environment Clearance Certificate (ECC) to operate a waste co-processing facility under Republic Act No. 9003 with Registration No. 04-10-00002 and is able to utilize residual waste for co-processing in its cement manufacturing operations, as recognized by the EPR Law and its implementing rules and regulations.

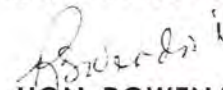
NOW THEREFORE, on motion of Hon. Levy M. Tela and duly seconded by all the members present, **BE IT RESOLVED, AS IT IS HEREBY RESOLVED**, by the 5th Sangguniang Panlungsod in regular session assembled to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with Republic Cement & Building Materials, Inc./Republic Cement Mindanao, Inc. relative to the development of the solid waste management program of the City of Bacoor, Cavite.

RESOLVED FURTHER, to furnish the Office of the City Mayor, Republic Cement & Building Materials, Inc. / Republic Cement Mindanao, Inc., the University of the Philippines-Office of the National Administrative Registrar (UP-ONAR), and other government agencies concerned with copies of this resolution.

APPROVED this 4th day of March, 2024 by the 5th Sangguniang Panlungsod at the City of Bacoor, Cavite.

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


Certified Correct:


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 ("Agreement") is made and entered into this _____ in _____, by and between:

The **LOCAL GOVERNMENT UNIT OF BACOR**, a local government unit organized and existing under Philippine laws, with office address at _ Bacoor Government Center, Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite represented by the City Mayor, **HON. STRIKE B. REVILLA**, and hereinafter referred to as the "**GENERATOR**";

-and-

REPUBLIC CEMENT & BUILDING MATERIALS, INC. / REPUBLIC CEMENT MINDANAO, INC. a corporation organized and existing under Philippine laws, with office address at the Menarco Tower, 32nd Street, Bonifacio Global City, Taguig City represented by its President, **LLOYD VICENTE**, and hereinafter referred to as "**TREATER**";

Each of whom is a "**Party**" and all of whom are "**Parties**";

RECITALS:

WHEREAS, GENERATOR, through its City Environment and Natural Resources Office, is responsible for the Solid Waste Management Program of the Bacoor City, Cavite;

WHEREAS, GENERATOR is the owner of a Material Recovery Facility (MRF) which segregates and shreds residual waste such as poly-ethylene plastics, polystyrene packaging material and other non-recyclable combustibles (hereinafter referred to as "WASTE"), which the GENERATOR desires to be properly disposed in accordance with Republic Act 11898 or the Extended Producer Responsibility Act of 2022 (the "EPR Law") and its implementing rules and regulations applicable laws, rules and regulations;

WHEREAS, TREATER is a holder of an Environmental Clearance Certificate ('ECC') to operate a waste co-processing facility under Republic Act. No. 9003 with Registration No. 04-10-00002 (Annex A) and as such, is able to utilize the WASTE for co-processing in its cement manufacturing operations, as recognized in the EPR Law and its implementing rules and regulations;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter stipulated, the Parties hereby agree as follows:

1. Obligations of the Parties

1.1 **GENERATOR**, at its own cost and expense, shall segregate, withdraw and package the WASTE from its MRF and exclusively supply and deliver to TREATER's Plant, one (1) metric ton of Rigid and/or Flexible WASTE per month, at all times complying with the EPR Law and its implementing rules and regulations, and the specifications as set forth in **Annex B**, or such additional specifications as may be required by TREATER to ensure effective and environment friendly co-processing of the WASTE without adversely affecting the cement manufacturing operations of TREATER (the "Waste Acceptance Criteria").

1.2 GENERATOR acknowledges that TREATER may alter the Waste Acceptance Criteria, subject to written notice to GENERATOR at least thirty (30) days prior to the effectivity thereof. TREATER reserves the right to refuse any delivery of WASTE which deviates from the specifications herein agreed upon.

1.3 TREATER Shall take such WASTE for co-processing, subject to Section 3 below and

to compliance with the EPR Law, and all applicable laws, regulations and permits for co-processing.

- 1.4 GENERATOR agrees to grant to TREATER a right of first refusal to such additional volumes of WASTE as may be produced by GENERATOR.

2 Consideration

- 2.1 TREATER will compensate each metric ton of compliant WASTE delivered by the GENERATOR, in accordance with **Annex C**.
- 2.2 The GENERATOR guarantees, warrants and undertakes that the cement given in exchange for the Waste shall be used, only for projects that support the GENERATOR's Solid Wastes Management Program, or Environmental and/or Social Development Projects and Initiatives.
- 2.3 The TREATER shall be entitled to exclusively issue, negotiate trade and sell the Certificates generated and/or derived from the collection, segregation and co- processing of the Rigid and/or Flexible Waste from the GENERATOR at the TREATER's facility, to eligible Obligated Enterprises or other third parties, in accordance with the Republic Act No. 11898, or the Extended Producer Responsibility Act of 2022, and its implementing rules and regulations. In this regard, the GENERATOR shall not issue any certification in relation to the foregoing activity.

3 Delivery, Acceptance, Weight Determination

- 3.1 GENERATOR shall give TREATER at least one (1) week prior notice of any proposed delivery date and the estimated volume of WASTE. The final weight determination shall be based on TREATER's weighbridge. TREATER may, at its discretion, request to defer delivery of the waste to a later date or time.
- 3.2 GENERATOR shall comply with TREATER's acceptance protocols or such other procedures as may be adopted by TREATER or required by applicable law, rules and regulations.
- 3.3 GENERATOR shall handle the collection, hauling, delivery and unloading of the Waste to and at the TREATER's Plant, duly covered by Delivery Receipts. GENERATOR shall provide and contract all equipment, facilities, personnel, materials and resources as may be necessary or desirable for such activities, at its own cost, including the cost and expenses for obtaining the necessary permits and licenses for the withdrawal, loading, transport, delivery and supply of the WASTE.
- 3.4 GENERATOR shall take all necessary measures to prevent spillage or accidents during the performance of its obligations under this Agreement.
- 3.5 GENERATOR shall ensure that its authorized transportation provider and drivers shall have valid driver's licenses and that they shall comply with the safety and security regulations of the law and TREATER, including load limits prescribed by existing laws.
- 3.6 GENERATOR shall properly segregate, label, store, package and transport the WASTE in compliance with the EPR Law and its implementing rules and regulations, and all other applicable laws and regulations.
- 3.7 TREATER shall receive, store, and dispose the WASTE through cement kiln co-processing in accordance with the conditions set forth in its Environmental Compliance Certificate and in accordance with all applicable laws and regulations (national and local), including all environmental legislation.

- 3.8 TREATER reserves the right to reject or refuse deliveries of the WASTE that: (i) are not included or that do not conform to the specifications as prescribed under **Annex B**; or (ii) are not segregated, packed or labelled in accordance with the provisions of this Agreement.
- 3.9 Notwithstanding the receipt of the Waste, any non-confirming deliveries shall be returned to the GENERATOR at the cost and expense of GENERATOR within one (1) month from delivery thereof.
- 3.10 The final weight determination shall be based on the weighbridge of TREATER's Plant

4. Term and Termination

- 4.1 This Agreement shall be valid for Two (2) years effective upon signing of this Agreement, and automatically renewable for one (1) year, upon mutual agreement of the Parties.
- 4.2 Notwithstanding anything else contained herein, this Agreement may be terminated:
- 4.2.1 By either Party, for any reason, provided that notice of such termination be given in writing to the other Party at least thirty (30) days prior to the intended date of such termination; or
- 4.2.2 By either Party, with immediate effect, by giving written notice to the other Party, for breach of any of the provisions of this Agreement.

5. Indemnity

- 5.1 Each Party shall defend, indemnify and hold free and harmless the other Party, its employees and agents from and against any and all claims and liabilities, including, but not limited to, bodily injury (including death), loss of and damage to property, and contamination of or adverse effect on the environment, which may arise out of or in connection with such Party's performance or breach of this Agreement, or which are caused by the negligent or willful acts or omissions of the each Party or its employees.
- 5.2 Notwithstanding anything to the contrary herein contained, each Party agrees to hold the other Party, its directors, officers, employees and representatives free and harmless from, and agrees to indemnify the same for: (i) any loss, damages or injury arising from the performance of any and all of their respective obligations under this Agreement, including but not limited to any negligence or misconduct of its personnel; (ii) any liability due to any breach or violation by of the provisions of this Agreement; (iii) any liability due to any breach or violation of relevant laws and regulations in the performance of this Agreement; (iv) any claims for payment of salaries, wages, other benefits, and violations of the Labor Code, labor contracting rules and regulations, and related regulations; or (v) any loss, claims for payment, damages or injury arising from any act or omission of, or sustained by its officers, employees, agents or representatives or any third party in relation to this Agreement..

6. Representations and Warranties

- 6.1 GENERATOR warrants and represents to TREATER that:
- 6.1.1. The WASTE is non-hazardous and free from any hazardous materials and foreign materials prohibited by the EPR law, or its implementing rules and regulation, and/or materials that may damage TREATER'S equipment..
- 6.1.2 It shall strictly observe all laws and regulations pertaining to environment, health,

safety in handling and transporting of the WASTE.

6.1.3. GENERATOR shall likewise comply with the road transport safety rules and procedures of TREATER and obtain the necessary permits for the hauling and transportation of the WASTE from GENERATOR's premises to TREATER's Plant.

6.1.4. All consents, authorizations, approvals, orders, permits or acts of or from, or declarations or filings with, any governmental authority or regulatory body or any court or other tribunal required for the execution, delivery or performance by it or its obligations hereunder have been obtained and are binding and effective;

6.2. TREATER represents and warrants that:

6.2.1. It has the necessary government permits and licenses, including those required by environmental laws and regulations, to properly treat and/or dispose of the WASTE pursuant to this Agreement.

6.2.2. It shall comply with the applicable environmental laws, rules and regulations in the treatment and/or disposal of the WASTE pursuant to this Agreement.

6.2.3. In the event of promulgation and/or issuance of new laws, rules and regulations concerning or related to the treatment and/or disposal of the WASTE, TREATER shall initiate measures to fully comply with the same in the treatment and/or disposal of the WASTE under this Agreement.

6.2.1. All the foregoing representations, warranties and obligations shall be in addition to the warranties and obligations provided under applicable laws and shall survive the execution and delivery of this Agreement, and the transactions contemplated hereunder.

7. **Occupational Health & Safety**

7.1 It is the policy of the TREATER to secure the health and safety of all personnel, either its own or that of its business partners, as well as the integrity and reliability of all its property and equipment. The GENERATOR understands and recognizes its responsibility and accountability for the protection of all of the Parties' personnel, and the preservation of each Party's property and equipment.

To comply with this policy:

- a. Each Party shall employ properly qualified personnel, and incorporate safeguards, rules and procedures that will minimize the risk of any personal injury to each Party's own personnel as well as minimize the risk of loss of, or damage to property and equipment during the performance of its obligations under this Agreement.
- b. Each Party's personnel agree and undertake to comply with the GENERATOR and/or TREATER's established OH&S rules, practices and procedures, use OH&S equipment, tools and any devices that are required/provided, and conduct themselves in a way that ensures their health and safety, and the health and safety of their fellow employees and any other persons. The Parties shall ensure that all personnel engaged to perform the Service(s) are provided with Personal Protective Equipment (helmet with chinstraps, safety shoes, goggles, dust masks and earplugs) and such other safety requirements. All of the Parties' personnel must have a proper OH&S plan for work, work instructions, training and testing as needed, inspection and audit programs as well as recording and reporting of all accidents.
- c. The GENERATOR acknowledges that it and its employees, distributors, and

subcontractors comply and undertake to keep complying, in all respects, with the 10 fundamental principles in the fields of human rights, labor, environment and corruption, as set forth in United Nations Global Compact Principles as found on http://www.unglobalcompact.org/docs/news_events/8.1/GC_brochure_FINAL.pdf. GENERATOR further undertakes to comply with the TREATER's Supplier Code of Conduct.

- d. The Parties shall not employ minors to perform the service(s).
- e. The Parties represents and warrants to the other that it has accident/workers compensation insurance, as well as liability coverage.
- f. The Parties likewise agree to comply with all future advisories of the other Party relative to health and safety.

8. **Confidentiality of Information**

- 8.1 Each party agrees and undertakes that it shall treat as private and confidential this Agreement and all other documents and instruments relevant, executed or delivered pursuant to this Agreement and all covenants, provisions, and information contained therein, and all transactions contemplated hereunder. A party shall not, without the prior written consent of the other party, disclose any such information to any person or undertake any publicity in connection with this Agreement, except when such disclosures are required under applicable law or regulation by competent - governmental authority.

9. **Data Protection**

- 9.1 The Parties may be receiving personal data/information from the other Party pertaining to the other Party's directors, officers, employees, representatives, suppliers, contractors, customers, or agents. For this purpose, the Parties shall ensure the confidentiality of all such personal data/information it receives about the other Party's directors, officers, employees, representatives, suppliers, contractors, customers, or agents. To this end, the Parties shall at all times comply with the requirements of R.A. No. 10173, otherwise known as the Data Privacy Act of 2012 ("Data Privacy Act") and its Implementing Rules and Regulations ("IRR"), as may be amended. Personal Information shall have the meaning given to it in the Data Privacy Act and its IRR and only process any Personal Information for the purposes of performing its obligations under this Agreement (and for no other purpose whatsoever) and in accordance with the other Party's written instructions from time to time and applicable law to data processors.

10. **Miscellaneous Provisions**

- 10.1. **Complete Agreement.** This Agreement contains the entire and complete agreement among the Parties on the subject matter, and the same shall supersede any representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them.
- 10.2. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.
- 10.3. **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.

- 10.4. **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 of providing adequate, livable, affordable, and inclusive housing and communities to the Filipinos.
- 10.5. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors-in-interest and assigns.
- 10.6. **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 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 and stamped with the corporate seals by the authorized representatives of the contracted Parties with full corporate power vested to 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.
- 10.7. **Relationship of Parties.** The Parties' relationship under and in relation to this Agreement shall be limited to the matters contained herein. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.
- 10.8. **Non-Waiver of Rights.** The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Agreement.
- 10.9. **Dispute Resolution.** Any conflict or dispute arising out of this Agreement on the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days through the Parties' authorized representatives. Either Party may initiate amicable discussions by sending written notice to the other Party, specifying the alleged dispute, and proposing a schedule for the amicable settlement. Thereafter, the dispute may be subject to arbitration by the Office of the Government Corporate Counsel (OGCC) pursuant to the Administrative Code's provisions and pertinent governmental rules and regulations.
- 10.10. **Separability.** If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Memorandum of Agreement was executed with such invalid portion eliminated or as if the parties would not have executed this Memorandum of Agreement had they known the invalidity or unenforceability thereof.
- 10.11. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Agreement shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, excluding all other venues.

10.12. Notice. Except as may be otherwise expressly 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 address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

IN WITNESS WHEREOF, both parties have hereto caused this Agreement to be executed by their duly authorized signatories as of the date and place first written above.

**LOCAL GOVERNMENT
UNIT OF BACOR**

**REPUBLIC CEMENT &
BUILDING MATERIALS, INC.**

HON. STRIKE B. REVILLA
City Mayor

LLOYD A. VICENTE
President

Signed in the Presence of:

Angela Edralin-Valencia

REPUBLIC OF THE PHILIPPINES)
) S.S

ACKNOWLEDGMENT

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

NAME	CTC/Passport No.	Date/Place Issued
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LLOYD A. VICENTE

known to me and to me known to be the same person/s who executed the foregoing agreement consisting of () pages, including that upon which this acknowledgement is written, who acknowledged to me that the same is their free and voluntary act and deed. As well as the voluntary act and deed of the entities herein represented.

WITNESS MY HAND AND SEAL on the day and place above written.

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

REPUBLIC OF THE PHILIPPINES)
S.S

ACKNOWLEDGMENT

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

NAME	CTC/Passport No.	Date/Place Issued
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HON. STRIKE B. REVILLA

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WITNESS MY HAND AND SEAL on the day and place above written.

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