



Office of the Sangguniang Panlungsod

CGBCR-SPBac-F002.04
04/05/2024

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

ABSENT
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

OFFICIAL BUSINESS
HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-479

Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF UNDERSTANDING WITH MAYNILAD WATER SERVICES, INC. FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOOR PERTAINING TO THE MAINTENANCE AND CLEANING OF MOLINO DAM.

Sponsored by:

Hon. Levy M. Tela

Co-Sponsored by:

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

WHEREAS, on 20 February 2024, the Office of the Sangguniang Panlungsod received a letter request from the Office of the City Mayor seeking a resolution authorizing the Hon. Strike B. Revilla to sign and enter into a Memorandum of Understanding with Maynilad Water Services, Inc. for and on behalf of the City Government of Bacoor .

WHEREAS, Maynilad Water Services, Inc. provides water and wastewater services to seventeen (17) cities and municipalities that comprise the West Zone of the service area of the Metropolitan Waterworks and Sewerage System (MWSS), one of which includes the City of Bacoor, Cavite.

WHEREAS, the City Government of Bacoor and Maynilad Water Services, Inc. mutually agreed with the purpose of maintaining and cleaning of the Molino Dam through dredging works that as a result will aid in (1) increasing the impounding capacity of Molino Dam to mitigate flooding and (2) extracting and supplying adequate raw water supply for the Molino Modular Treatment Plant ("Molino ModTP") that will produce additional 5.5MLD potable water for Bacooreños.

WHEREAS, a proposed Memorandum of Understanding (MOU) was submitted by the Office of the City Mayor to the Sangguniang Panlungsod for its review and approval. The proposed MOU is hereby deemed incorporated into and made an integral part of this Resolution.



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SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

NOW THEREFORE, upon motion of Hon. Levy M. Tela unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign the proposed MOU between the City Government of Bacoor and Maynilad Water Services Inc., for to the maintenance and cleaning of Molino Dam.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the Maynilad Water Services, Inc., the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED on the 15th day of April 2024 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified by:

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

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into this _____ day of _____, 2024 (the "Effective Date") at _____ City, Province of _____, by and between:

CITY GOVERNMENT OF BACCOOR, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, duly represented by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. 2024 - _____, Series of 202____, approved by the City Council of Bacoor dated 22 January 2024 and hereinafter referred to as the "**LGU-BACCOOR**".

and

MAYNILAD WATER SERVICES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business and postal address at MWSS Engineering Building, MWSS Complex, Katipunan Avenue, Balara, Quezon City, duly represented herein by its Head, Corporate Affairs and Communications, **MARLE ANTOINETTE DE OCAMPO**, pursuant to her authority conferred and embodied in a Board Resolution dated _____, hereinafter referred to as "**MAYNILAD**".

The term "Party" shall mean **MAYNILAD** or **LGU-BACCOOR**, if applicable, while "Parties" shall mean **MAYNILAD** and **LGU-BACCOOR**, collectively.

RECITALS:

WHEREAS, **MAYNILAD** provides water and wastewater services to seventeen (17) cities and municipalities that comprise the West Zone of the service area of the Metropolitan Waterworks and Sewerage System (MWSS), one of which includes the City of Bacoor, Cavite;

WHEREAS, **MAYNILAD** and the **LGU-BACCOOR** have decided to pursue the common goal and objective of maintaining and cleaning the Molino Dam through dredging works that as a result will aid in (i) increasing the impounding capacity of Molino Dam to mitigate flooding and (ii) extracting and supplying adequate raw water supply for the Molino Modular Treatment Plant ("Molino ModTP") that will produce additional 5.5 MLD potable water for the residents of Bacoor, Cavite;

WHEREAS, the Parties desire to enter into this MOU to establish obligations, rights and procedures for the shared use of the dredging equipment and define the legal relationship between the Parties.

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

I. PURPOSE

- A. It is understood that the Parties agree on the shared use of dredging equipment owned by **MAYNILAD**, particularly described in Section 2 (a) below for deployment in the Molino Dam and Reservoir. The Parties recognize the significance of efficient and sustainable dredging works to ensure the continuous supply and extraction of raw water for the Molino ModTP to deliver potable water to the residents of Bacoor, Cavite. For this purpose, this MOU is enacted to establish obligations, rights and procedures to guide the Parties;
- B. The Parties agree to make available to each other the dredging equipment and related items in the manner and under the terms and conditions provided in this MOU.

II. OBLIGATIONS OF MAYNILAD

- A. **MAYNILAD**, in collaboration with the City Government of Bacoor, and subject to **MAYNILAD's** existing programs and policies, shall implement the following activities in accordance with **MAYNILAD'S** relevant business plan and subject to such terms as the Parties may agree:

1. Equipment Procurement and Maintenance

- a. Procure the following dredging equipment for shared use with the **LGU-BACOOR**:

- i. Brand new Doosan DX220LCA super long reach excavator with floaters (barge) with the following specifications:

Engine Model	:	DB58TIS
Rated Power	:	109 Kw/ 1800 rpm (SAE J1349, net)
Engine Type	:	2 valves per cylinder, vertical injectors, water cooled, turbo charged with air to air intercooler
Number of cylinders	:	6
Displacement	:	5,785cc
Bucket capacity	:	0.5 cbm
Boom Length	:	8.5 meters
Arm Length	:	6.2 meters
Maximum Reach	:	15.5 meters
Maximum Digging Depth	:	11.66 meters
Maximum Digging Height	:	13.4 meters
Shipping Length	:	12.31 meters
Shipping Height (Boom)	:	3.17 meters
Telematic System (GPS)	:	3 years free of charge

- ii. Pontoon with the following specifications:

Steel plate, Schedule 40 (min) - Bottom Floor thickness, 8mm (min) - Sidings thickness, 6mm (min)	Partitions thickness, 6 mm (min) Top Floor thickness, 6 mm (min)
I Beam, Schedule 60 (min)	I Beam size, 4x8 in. 2. I Beam thickness, 8 mm (min)
C Channel, Schedule 60 (min)	C Channel size, 2x6 in. C Channel thickness, 8mm (min)
Angel Bar, Schedule 40 (min)	Vertical Support angle bar size, 3x3 in. - Thickness, 8 mm (min)
	Main Support to the top floors - Angle bar size, 2x2 in. - Thickness, 6 mm (min)
	Exterior framing angle bar size, 2x2 in - Thickness, 6 mm (min)
The Pontoon should be compatible with the Long Reach Crawler Hydraulic Excavator	

(collectively, the "Equipment").

- b. Ensure that the Equipment are regularly serviced consistent with recognized industry standards.

2. Dredging Labor and Services

- a. Undertake through a third-party service provider, the necessary dredging works within a pre-determined area, as indicated in ANNEX "____", in the Molino Dam and Reservoir in relation to the sustainability of raw water extraction by **MAYNILAD's** Molino ModTP Intake Structure, which includes the following:
- i. Mobilize essential tools and Equipment;
 - ii. Conduct reconnaissance pre-survey;
 - iii. Provide required manpower;
 - iv. Implement dredging works proper,
 - v. Designate disposal areas;
 - vi. Transport to disposal areas; and
 - vii. Conduct reconnaissance post-survey.

III. OBLIGATIONS OF THE CITY GOVERNMENT OF BACCOOR

A. In partnership with **MAYNILAD**, the City Government of Bacoor commits to undertake the following responsibilities:

1. Provide a safe and secure location as storage for the Equipment within the pre- determined area;
2. Provide sufficient disposal areas in accordance with applicable health and safety standards;
3. Ensure that all relevant permits related to dredging activities and moving the Equipment are issued promptly and without unreasonable delay, and no later than seven working days from the submission by **MAYNILAD** of all required documentation;
4. Report to **MAYNILAD**, immediately upon discovery, damage to the Equipment; and
5. Provide police escorts and/or barangay officials, as may be deemed necessary and as requested by **MAYNILAD**.

IV. EQUIPMENT SHARING

A. Procedure for Sharing

1. A Party may, through a reasonable written request to the other Party possessing and exercising control over the Equipment, use the Equipment, subject to the terms and conditions set forth in Section IV (C) below at mutually convenient times and locations, for a duration mutually agreed upon.
2. The Party possessing and exercising control over the Equipment shall not unreasonably withhold the use of the Equipment from the other Party.

B. Equipment Storage



1. The Party using the Equipment ("User") shall be responsible for storing the Equipment in a reasonably safe and secure area as may be provided by the **LGU-BACCOOR**.

C. Equipment Usage

1. *Contact Person* - Each Party shall appoint a person or persons to act as a liaison to serve as the contact for each usage request, all inspections, and to otherwise facilitate the orderly and efficient equipment sharing requests and related information.
2. Contacts by each respective Parties are as indicated below:

MAYNILAD		
Name	:	<INSERT NAME> (TPM/WSO)
Mobile No.	:	<INSERT NUMBER>

CITY GOVERNMENT OF BACCOOR		
Name	:	<INSERT NAME> (TPM/WSO)
Mobile No.	:	<INSERT NUMBER>

3. *Operator Qualifications* - Only properly trained individuals with appropriate licenses may operate the Equipment.
4. *Usage Requirements* - Equipment shared under this MOU shall be used and operated only within the pre-determined area for its intended purpose. The Equipment shall be used and operated in a careful manner and in compliance with all the requirements for operation of any governmental authority having jurisdiction, if applicable. Equipment shall not be subleased or assigned for use or possession by any third party. Only the Parties, their authorized employees, their respective third-party service providers or the Parties' duly authorized representatives are allowed to use or possess the Equipment.
5. *Fuel* - The User shall be responsible for supplying all fuel used during the period it uses the Equipment.

D. Equipment Inspection and Safety

1. *Inspections* - The Equipment shared under this MOU shall be inspected by representatives from both **MAYNILAD** and the **LGU-BACCOOR** at the time of delivery and again at the time of turn-in. The results of these inspections shall be documented on an Equipment Inspection Form. Digital photographs of the Equipment shall also be taken at the time of delivery to ensure that any existing damage is documented appropriately.
2. *Operations and Safety Manuals* - **MAYNILAD** shall provide a copy of all Equipment operation and safety manuals to the **LGU-BACCOOR** at the time of the delivery of the Equipment.

V. WARRANTY

- A. **MAYNILAD** is neither a manufacturer nor supplier of the Equipment and therefore makes no warranties, express or implied, including, without limitation, as to the condition of the equipment, its design, capacity, performance, construction, workmanship, or fitness for any particular use.
- B. All Equipment is shared on an "as-is" basis.
- C. **MAYNILAD** shall not be responsible or liable for any loss, delay, or damage of any kind resulting from defects in or accidental breakage of Equipment shared under this MOU.

VI. INSURANCE

- A. During the term of this MOU, each party will keep in force, at its own expense, insurance requirements.

VII. INDEMNIFICATION

- A. Each Party shall be solely responsible for its own acts and those of its employees and officers under this MOU.
- B. No Party shall be responsible or liable for consequential damages to another Party or persons arising out of providing or using equipment, services or labor under this MOU.

VIII. EFFECTIVITY AND TERM OF AGREEMENT

- A. This MOU shall take effect on the 1st day of April 2024 and shall be effective for a period of five (5) years, subject to extension or renewal on such terms as may be agreed upon in writing by the Parties.

IX. PRE-TERMINATION

- A. This MOU may be pre-terminated by a non-defaulting Party for material breach or misrepresentation of the other Party upon the lapse of thirty (30) days from service to the latter of the notice of termination.

X. CONFIDENTIALITY

- A. All information disclosed or derived by reason of this MOU, other than the information publicly available, shall be kept in strict confidence by the Party to whom such information is provided and will only be disclosed to such Party's employees, representatives and agents on a "need to know" basis.
- B. Neither Party shall disclose such information to any third party without the written conformity of the other Party.
- C. This confidentiality undertaking shall survive for five (5) years from the termination of this MOU.

XI. DISPUTE RESOLUTION

- A. If any dispute, controversy, claim or difference, of any kind, should arise between the Parties, relating to, in connection with, or arising out of, this MOU, including with respect to its formation, applicability, breach, termination, validity or enforceability (the "Dispute"), the Parties shall attempt, for a period of forty-five (45) days after receipt by a Party from the other Party of the notice of the existence of a Dispute, to settle such Dispute in the first instance by mutual discussion between the Head of Entity, Mayor, Chief Executive Officer, President, or their authorized representatives, as the case may be, of the Parties.
- B. Any Dispute which remains unresolved after the lapse of the prescribed forty-five day (45-day) period shall be referred to, and finally resolved by, arbitration. The arbitration shall be administered by the Philippine Dispute Resolution Center, Inc. ("PDRCI") in accordance with its rules in effect as of the date of the execution of this MOU, except as these may be modified herein or by mutual agreement of the Parties.
- C. The seat and venue of arbitration shall either be in Quezon City or Bacoor City, Philippines, subject to the mutual and written consent and agreement of the

Parties. All arbitration proceedings and all documents submitted to the arbitration tribunal shall be in English language.

- D. A sole arbitrator, who shall resolve the Dispute, shall be appointed by the Parties within thirty (30) days from the other Party's receipt of the notice of arbitration. PDRCI shall appoint the sole arbitrator if the Parties fail to do so within the 30-day period.
- E. Any decision or award of the sole arbitrator shall be final and binding upon the Parties. Each of the Parties agrees that the decision or award of the sole arbitrator may be enforced against it or its assets wherever they may be found, and that judgment upon such award may be entered in any court having jurisdiction thereof.

XII. MISCELLANEOUS

- A. **Relationship of the Parties.** This MOU shall not create or imply a joint venture, principal-agent, or any other relationship between the Parties. Further, this MOU shall not establish or create any employer-employee relationship between the Parties and/or their respective employees.
- B. **Non-waiver.** Should any of the Parties fail to insist upon the other the strict performance of, or compliance with, any condition or undertaking under this MOU, such failure shall neither be construed as a waiver of any right or remedy that it may have, nor shall it be construed as a renunciation of any subsequent breach of the conditions hereunder, and such conditions shall continue to be in full force and effect. Any right that either Party may have under this MOU shall be deemed waived only when the same is expressed in writing and executed by its duly authorized representative, as the case may be.
- C. **Notices.** All notices and other communications made or required to be given under this MOU, ("Notice"), shall be in writing, and shall be sent by (i) electronic mail to the e-mail addresses specified below, (ii) fax to the numbers specified below, with receipt acknowledged, (iii) courier, or personal service to the addresses specified below:

DRAFT

If to **MAYNILAD:**

Attention	:	xxx
Address	:	MWSS Engineering Building, MWSS Complex, Katipunan Avenue, Balara, Quezon City
Telephone	:	xxx
Fax	:	xxx
E-mail Address	:	xxx

If to the **LGU-BACCOOR:**

Attention	:	xxx
Address	:	MWSS Engineering Building, MWSS Complex, Katipunan Avenue, Balara, Quezon City
Telephone	:	xxx
Fax	:	xxx
E-mail Address	:	xxx

ii. A Notice must be treated as given and received:

- (i) if sent by fax or electronic mail before 5 p.m. on a business day at the place of receipt - on the day it is sent and otherwise on the next business day at the place of receipt; or
- (ii) if otherwise delivered before 5 p.m. on a business day at the place of delivery - upon delivery, and otherwise on the next business day at the place of delivery.

iii. This Section shall not be applicable to the notices, requests and communications described in Section IV (A) in relation to Section IV (C) (1) above.

D. **Amendment.** The Parties may, upon mutual agreement, amend, modify, supplement or otherwise revise, in writing, any provisions of this MOU.

E. **Entire Agreement.** This MOU contains the entire understanding between the Parties, and supersedes and cancels all previous agreements, negotiations, commitments, and understanding with respect to the subject matter hereof, whether oral or in writing, save for those agreements already in force and effect at the time of the effectivity of this MOU.

F. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors-in-interest and assigns.

G. **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.

H. **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.

I. **Governing Law.** This MOU shall be governed by Philippine Laws.

J. **Counterparts.** This MOU may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

K. **Severability.** In the event that any of the provisions of this MOU is declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the other provisions hereof shall not, in any manner, be affected thereby.

i. In the event of such illegality or unenforceability, this MOU shall be construed, if possible, in a manner as to give effect to the intent of the Parties to the particular provision(s) that has/have become invalid, illegal or unenforceable.

ii. In this case, the Parties shall negotiate in good faith for the purpose of amending this MOU to the extent necessary to restore, as best as possible, the original intent and effect of this MOU with the end in view of rendering all its provisions legal and enforceable.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date and place first above-written.

For CITY GOVERNMENT OF BACOOR:

For MAYNILAD WATER SERVICES, INC.:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. 202_ - ____,
Series of 202_

MARIE ANTOINETTE DE OCAMPO
Head
Maynilad Water Services, Inc.

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI
City Administrator
Bacoor City

NAME
Position
Maynilad Water Services, Inc.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOOR) S.S.

BEFORE ME, a Notary Public for and in the above-stated jurisdiction, this ___ day of _____, 2024, personally appeared the following:

NAME	ISSUED ID / ID NUMBER	DATE/PLACE ISSUED
CITY GOVERNMENT OF BACOOR Represented by: Hon. STRIKE B. REVILLA		
MAYNILAD WATER SERVICES, INC Represented by: MARLE ANTOINETTE DE OCAMPO		

both known to me to be the same persons who executed the foregoing **MEMORANDUM OF UNDERSTANDING** consisting of **NINE [9] pages** including this page whereon this acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof, and they acknowledged to me that they executed the same of their own free and voluntary act and that of the institutions represented.

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

NOTARY PUBLIC

Doc No. _____
Page No. _____
Book No. _____
Series of 202_.