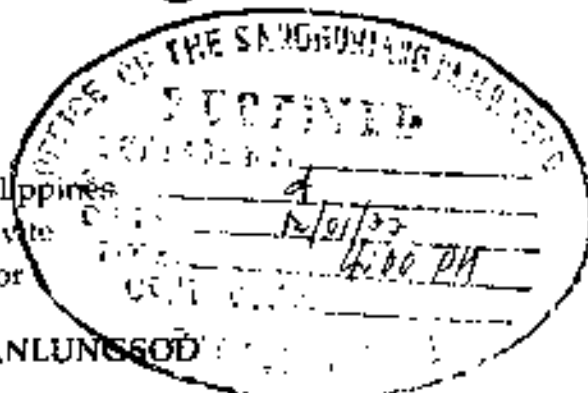




Republic of the Philippines
 Province of Cavite
 City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEES		TITLE OF PROPOSED MEASURE	CONTROL NUMBER
<i>Committee on Environment and Natural Resources with joint Committee on Housing, Land Utilization and Urban Development and Committee on Rules and Privileges, Laws and Ordinances</i>		A RESOLUTION CONVERTING THE PROPOSED "FISHERMAN'S WHARF DORMITORY" PROJECT ALONG BACCOOR BAY INTO AN ECOTOURISM PROJECT TO BE KNOWN AS THE "SINEGUELASAN FISHERMAN'S WHARF ECOTOURISM PROJECT" AND AUTHORIZING THE CITY MAYOR TO SIGN THE VARIOUS LEGAL DOCUMENTS NECESSARY TO EXPEDITE THE COMPLETION OF THE SAME.	PCR 134-2022
VENUE	Sangguniang Panlungsod Session Hall	DATE/TIME	November 14, 2022/ 10:30 AM

**COMMITTEE REPORT
 NO. ENR 008-S-2022**

The 19th Regular Hybrid Session of the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite, the Committee on Environment and Natural Resources Chairman, Hon. Levy M. Tela, with joint Committee on Housing, Land Utilization and Urban Development and Committee on Rules and Privileges, Laws and Ordinances. A resolution converting the proposed "Fisherman's Wharf Dormitory" Project along Bacoor Bay into an Ecotourism Project to be known as the "Sineguelasan Fisherman's Wharf Ecotourism Project"

The proposed City Resolution was found to benefit the people of Bacoor City Fisherman's Wharf Dormitory one of the important project of Mayor Strike B. Revilla.

RECOMENDATION:

The Committee on Environment and Natural Resources Chairman, Hon. Levy M. Tela respectfully recommended for the **APPROVAL** of this subject matter and seconded by the members present.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct



Republic of the Philippines
Province of Cavite
City of Bacoor


5th SANGGUNIANG PANLUNGSOD

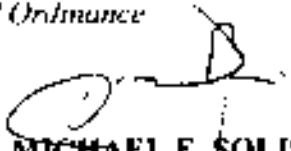
Signed this 17th day of November, 2022, at the City of Bacoor, Cavite

Committee on Environment and Natural Resources



HON. LEVY M. TELA
Chairman


Vice Chairman
Committee on Rules and Privileges, Laws and Ordinance


HON. REYNALDO M. FABIAN
Vice Chairman


HON. MICHAEL E. SOLIS
Member

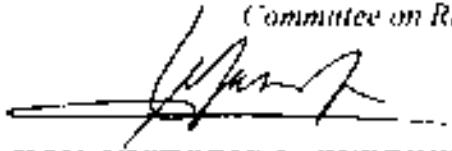
Committee on Housing, Land Utilization and Urban Development



HON. ALDE JOSECITO F. PAGULAYAN
Chairman


HON. ADELITO G. GAWARAN
Vice-Chairman

Member
Committee on Environment and Natural Resources

Member
Committee on Rules and Privileges, Laws and Ordinances


HON. VICTORIO L. GUERRERO JR.
Member

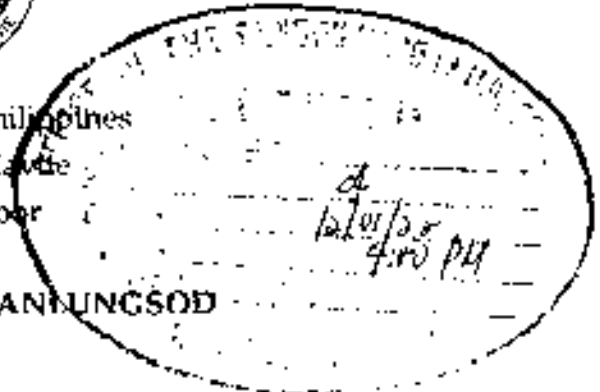

HON. SIMPLICIO G. DOMINGUEZ
Member

Committee on Rules and Privileges, Laws and Ordinances


HON. ALEJANDRO F. GUTIERREZ
Member



Republic of the Philippines
 Province of Cavite
 City of Bacoor



5th SANGGUNIANG PANUNGSOD

COMMITTEE/S	TITLE OF PROPOSED MEASURE	CONTROL NUMBER
<i>Committee on Environment and Natural Resources with joint Committee on Housing, Land Utilization and Urban Development and Committee on Rules and Privileges, Laws and Ordinances</i>	A RESOLUTION CONVERTING THE PROPOSED "FISHERMAN'S WHARF DORMITORY" PROJECT ALONG BACOR BAY INTO AN ECOTOURISM PROJECT TO BE KNOWN AS THE "SINEGUELASAN FISHERMAN'S WHARF ECOTOURISM PROJECT" AND AUTHORIZING THE CITY MAYOR TO SIGN THE VARIOUS LEGAL DOCUMENTS NECESSARY TO EXPEDITE THE COMPLETION OF THE SAME.	PCR 134-2022
Sangguniang Panlungsod Session Hall		November 14, 2022/ 10:30 AM

**MINUTES OF COMMITTEE HEARING
 NO. ENR 008-S-2022**

The Regular Hybrid Session started at 10:30 AM. Acting Presiding Officer Hon. Reynaldo Palabrica referred the subject matter to Hon Levy M. Tela Chairman on Committee on Environment and Natural Resources. Hon. Tela said the Fisherman's Wharf Dormitory Project is beneficial to the people of Bacoor and one of the priority projects of Mayor Strike B. Revilla.

Hon. Tela moved for the approval of the said Resolution and was unanimously seconded by all the members present.

Prepared by:

ELENA B. SOMBRANO
 Clerk

Attested by:

HON. LEVY M. TELA
 Chairman



G.16 For Committee Hearing: PCR 134-2022: A RESOLUTION CONVERTING THE PROPOSED "FISHERMAN'S WHARF DORMITORY" PROJECT ALONG BACOR BAY INTO AN ECOTOURISM PROJECT TO BE KNOWN AS THE "SINEGUELASAN FISHERMAN'S WHARF ECOTOURISM PROJECT" AND AUTHORIZING THE CITY MAYOR TO SIGN THE VARIOUS LEGAL DOCUMENTS NECESSARY TO EXPEDITE THE COMPLETION OF THE SAME.

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

The Memorandum of Agreement (the Agreement) is executed and entered into on _____ by and among

The CITY GOVERNMENT OF BACOR, a local government unit of the Republic of the Philippines created in accordance with law, with principal office address at Bacoor Government Center, Malina Boulevard, Barangay Bisanan, City of Bacoor, Province of Cavite represented herein by its Local Chief Executive Hon. LAM MERCADO-REVILLA pursuant to her authority conferred and embodied in Sanggunian Panglungsod Resolution No. CR No. 2022-480 Series of 2022 of the City Council of Bacoor City, Cavite hereinafter referred to as the City

and

The DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES acting through the DENR REGION IV-A OFFICE – CALABARZON with office address at Mayado-Catubang Cade Road, Calamba Laguna 4027 represented herein by its Regional Executive Director DIRECTOR MILD B. TABORITA hereinafter referred to as "DENR IV A"

(The City and DENR Cavite are hereinafter referred to individually as a "Party" and collectively as the Parties)

RECITALS

- A. The City and its joint venture development partner, Diamond Export Corporation ("DEC") entered into a Joint Venture Agreement dated 20 December 2018 (JVA) for the reclamation and land development of One hundred (100) hectares more or less of the offshore areas in Bacoor Bay (the Diamond Reclamation and Development Project) pursuant to the provisions of City Ordinance No. 4207-2017 otherwise known as the PPP Code of Bacoor.
- B. Under Section 5.2.4 of the JVA, the City shall act as the main implementing agency of the government for the joint venture and as such, be primarily responsible for coordinating with other relevant government authorities.
- C. In a letter dated 24 October 2018 to the Department of Agriculture - Bureau of Fisheries and Aquatic Resources ("BFAR"), the City requested from BFAR the issuance of a letter of no objection to the Diamond Reclamation and Development Project.
- D. In a letter dated 20 November 2018 ("BFAR LONO"), the BFAR interposed no objection to the Diamond Reclamation and Development Project subject to the provision of a financial package for affected fisherfolk, among other conditions.
- E. The City intends to comply with the foregoing condition of the BFAR LONO through the construction and development of a fisherman's wharf and dormitory (the "Project") to be located in an area of approximately 3,272 square meters, within Bacoor Bay, including submerged areas thereof within the jurisdiction of PENRO Cavite, Project Site 1, particularly described and shown in the sketch plan attached as Annex "A".
- F. Under Section 161 of Republic Act No. 7160 otherwise known as the Local Government Code, a local government unit may render assistance to people's and non-governmental organizations for economic, socially-orientated, environmental or cultural projects to be implemented within the territorial jurisdiction of the local government unit.

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

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Article I The Project

1. The Project shall consist of the following:
 - a. development, planning, design and construction of a fisherman's wharf, dormitory and other necessary and related improvements at the Project Site and
 - b. acquisition and installation of the necessary fixtures, equipment and furniture for the proper use thereof in accordance with this Agreement.
2. The City, through its development partner, DEC, shall undertake the development, planning, design and construction of the Project in accordance with this Agreement and the Program of Works as defined below.
3. Upon completion of the development and construction of Project, the Project shall be intended primarily for the use and benefit of individual fisherfolk, fisherfolk association or other related entity affected by the Dumaguete Reclamation and Development Project (the "Beneficiaries"), and for other uses related or incidental thereto.

Article II Rights and Obligations of the Parties

1. The City shall have the following rights and obligations:
 - a. Secure and acquire in its own or its designated representative's name, all rights to possess, use, develop and other rights to fully enable the implementation of the Project on the Project Site, including all national and local consents, permits, approvals, authorizations, licenses, clearances and other matters required by law ("Relevant Consents").
 - b. Secure all Relevant Consents and other approvals in relation to the development plan and pre-construction of the Project.
 - c. Grant free and unqualified access, road rights-of-way, and easements through its territorial jurisdiction to DEC and its contractors, suppliers and other service providers that may from time to time be engaged for the execution of works in connection with the development and construction of the Project.
 - d. Initiate, facilitate, conduct, and enforce any measure agreed upon or required under any consultation, dialogue, discussion, or negotiation relating to the Project with concerned public and private stakeholders, including the Beneficiaries.
 - e. Manage, operate, maintain, improve, and rehabilitate the Project upon completion of the development and construction of Project.
 - f. Enter into and implement agreements and other necessary arrangements to secure the right of the Beneficiaries to use or otherwise benefit from the Project within thirty (30) days from completion of the Project.
 - g. Secure a confirmation or similar action in writing from the BFAR that the City has fully satisfied the relevant condition in the BFAR/ONC requiring the provision of a financial package for affected fisherfolk.
 - h. Maintain security, safety, peace and order in the Project Site and other areas of Bacoor City where the Project is located during the term of this Agreement.
 - i. undertake the development, planning, design and construction of the Project, as well as the funding of the foregoing activities.

2/2/20



indirectly in any form to any trustee, officer, employee or agent of the other Parties any commission, percentage or contingent fee payment or other benefit of any kind in connection with the entering into or performance of this Agreement with the other Parties. This provision shall not be construed to cover the assessment, payment or reimbursement of costs, fees, charges and other amounts required by law to secure, maintain or renew any Relevant Consent to undertake the Project.

Article V Force Majeure

- 5.1 If any Party is temporarily unable by reason of Force Majeure as defined herein to meet any of its obligations under this Agreement, and if such Party gives to the other Parties a written notice of the event within ten (10) days after occurrence, such obligations of the affected Party shall be suspended for as long as the Force Majeure continues.
- 5.2 The affected Party shall not be liable to the other Parties for losses or damages sustained by reason of Force Majeure or delay arising solely from such event, and neither shall it be liable to the other Party for losses or damages sustained by reason of Force Majeure or delay arising solely from such event.
- 5.3 The term "Force Majeure" shall mean any event, matter or circumstance that is unforeseeable or is, despite the exercise of the diligence required by law in this Agreement in respect of the matter, outside the reasonable control of either Party and prevents or restricts the performance by such Party of its obligations hereunder, and shall include: (i) acts of God; (ii) acts of war or of the public enemy, whether war be declared or not, invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution and public disorders including insurrection, rebellion, civil commotion, sabotage, riots and violent demonstrations; (iii) strikes, lockouts, riots, labor disputes, or any such acts which are widespread or nationwide; (iv) floods, tidal waves, explosions, fires, earthquakes, typhoons and other natural calamities; or (v) any other similar events.

Article VI Indemnification

- 6.1 Each party agrees to defend, hold free and harmless and indemnify the other party against any and all amounts, claims, liabilities, suits, losses, damages and expenses arising out of the Project caused by it or its officers, misfeasance or negligent acts or omissions, arising from its failure to comply with or breach of its obligations under this Agreement or all applicable national and local laws, ordinances, regulations and codes that relate to or affect the Project.
- 6.2 The City shall further assume full responsibility and shall not hold OEC or any other party outside this agreement answerable or accountable for any amount, claim, liability or suit arising from any cause of action, civil or criminal, with respect to relevant consents necessary for the implementation of the Project.

Article VII Effectivity and Termination

- 7.1 This Agreement shall take effect on the date when this Agreement is signed by all Parties.
- 7.2 Each party may, without any liability, terminate this Agreement by giving written notice to the other Parties, at least thirty (30) days prior to the intended date of termination, if the other Parties: (a) disregards or otherwise fails to comply with any ordinances, government rules or regulations relevant to the performance of its obligations under this Agreement; or (b) commits a material breach or violation of any provision of this Agreement and fails to remedy such breach or violation within fifteen (15) days after receipt of

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- 7. a. The termination of this Agreement shall be in addition to and not in lieu of all other rights and remedies of the Parties under this Agreement and existing provisions of law.
- 7. c. Provisions which by their express terms shall survive the termination or expiration of this Agreement shall survive such termination or expiration.

**Article VIII
Notices**

- 8. 1. All notices, requests, consents and other documents ("Notices") required under this Agreement shall be given or served either by personal delivery in writing through registered mail (properly mailed and postage prepaid) by facsimile or reputable courier service or electronic mail. Notices shall be addressed as follows:

The CITY

Address: Bacoor City Government Center, City of Bacoor, Cavite
Telephone Number: (046) 481-4100
Email:
Attention: The City Mayor

The DENR Regional Office No. IV-A

Address: DENR IVA-A CALABALZON Compound, Mayapa
Cankiang Cadre Road, Calamba Laguna 4027
Telephone Number: (048) 540-3367 / (045) 821-5007
Email:
Attention: Director Nels B. Tamora

- 8. 2. Notices shall be deemed served or given:

- 8. 2. a. On the date of actual delivery, if personally served at the address of the party to whom the Notice is given between the hours of 8:00 a.m. and 5:00 p.m. on any Business Day. For this purpose, "Business Day" means a day except Saturday, Sunday and legal holidays in the City of Bacoor.
- 8. 2. b. If sent by facsimile when such Notice is successfully transmitted during business hours. However, if the Notice is not sent during business hours, such Notice shall be deemed served at the next business hours if has been successfully transmitted.
- 8. 2. c. On the day the Notice is sent, if sent through a reputable courier service return receipt requested, postage prepaid and properly addressed to the party or its designated agent/representative.
- 8. 2. d. Five (5) calendar days after mailing, if sent through registered mail.
- 8. 2. e. If sent by electronic mail when sent, provided that no bounce mail, error or send failure notification is received by the sender.

- 8. 3. Any Party may change its address for receipt of Notices at any time by giving a prior written notice thereof to the other Party. The duly authorized representative of that Party

5/1/22



Article IX
Miscellaneous

- 9.1 This Agreement is the complete and exclusive statement of the agreement among the Parties and supersedes all proposals or prior agreements, oral or written, and all other communications among the Parties relating to the subject matter of this Agreement.
- 9.2 The Parties acknowledge and agree that they have fully read and understood the contents of this Agreement and that the same shall be considered to have been jointly drafted.
- 9.3 Any Party shall not assign or transfer this Agreement or any of the rights or obligations granted herein without the prior written consent of the other Parties, and any purported assignment made without obtaining such written consent shall be null and void.
- 9.4 In case one or more of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 9.5 No waiver by a Party of any breach of this Agreement shall be held or construed to be a waiver of any other subsequent or antecedent breach of this Agreement. Failure of a Party to exercise a remedy or to insist in the performance of any of the covenants of this Agreement shall not be construed as abandonment, cancellation or waiver of such covenant. No waiver by a Party shall be deemed to have been made unless expressed in writing and signed by its respective authorized representatives.
- 9.6 A Party shall at all times, and even after the termination of this Agreement, keep in strict confidence and shall not without the prior written consent of the other Parties, disclose to any third party any and all information relating to the business operations, financial transactions, procedures or other practices of a Party and those of its subsidiaries, affiliates, directors, officers, or employees which a Party may acquire by reason of this Agreement, except those which are generally known or available to the public.
- 9.7 The Parties shall do and execute, or procure to be done and executed, all such further acts, deeds, documents and things as may be necessary to give full effect to the terms and intent of this Agreement.
- 9.8 This Agreement shall be governed by and construed in accordance with the laws of the Philippines.
- 9.9 In case of any dispute, controversy or disagreement between the parties arising from or in relation to this Agreement, the same shall be exclusively settled by arbitration before the Philippine Dispute Resolution Center, Inc. ("PDRCI") to the exclusion of all other courts or tribunals, in accordance with PDRCI Arbitration Rules in effect at the time the request for arbitration is submitted in accordance with the PDRCI Arbitration Rules, by such number of arbitrators as the parties may agree or in the absence of such agreement, by a panel of three (3) arbitrators, appointed in accordance with the PDRCI Arbitration Rules. The legal seat and venue of the arbitration shall be in Makati City. The English language shall be used in the arbitral proceedings, and all documents, exhibits and other evidence shall be in the English language.


IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on

CITY GOVERNMENT OF BAGOOR

By

Hon.  MERCADO-REVILLA
City Mayor

DEPARTMENT OF ENVIRONMENT AND
NATURAL RESOURCES

Hon.  HILARIO B. TAURORIA
Regional Executive Director

B.V.K



WITNESSES

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES,
Province of _____, City of _____

BEFORE ME, a Notary Public for and in the above-mentioned province, personally appeared the following persons, with their competent evidence of identity, to wit:

Name	ID No.	Date & Place Issued
Hon. LANI MERCADO-REVILLA City Mayor, City of Bacoor		
Hon. NILO B. TAMORIA Regional Executive Director GENRIVA, Catangzon		

They are all known to me to be the same persons described in the foregoing instrument and acknowledged before me that they executed said instrument with a full and free mind, the purpose, content and effect of which they have read and understood as their free and voluntary act and deed, and that of the public entities herein represented.

The instrument, consisting of eight (8) pages, including the page on which this Acknowledgment is written, refers to the Memorandum of Agreement.

WITNESS MY HAND AND SEAL ON _____

Notary
Page No.
Book No.
Series No. 2022

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