



Republic of the Philippines
Province of Cavite
City of Bacoor

Office of the Sangguniang Panlungsod
Received by: Janet Pring
Date: 10/11/2024
Time: 1:16 pm

5th SANGGUNIANG PANLUNGSOD

Committee on Public Transportation and Traffic Management

COMMITTEE HEARING REPORT NO. PTTM-106-2024

Subject: 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 11th RESCUE AND TOWING SERVICES RELATIVE TO THE TOWING AND IMPOUNDING SERVICE. (PCR 508-2024 dated February 05, 2024)

The Local Government Unit exists and operates in its governmental and proprietary capacities thereby making the local government unit an agent of and is therefore accountable to the State and its community.

The local government unit must develop into a self-reliant community and as such, is in a better position to address and resolve matters that are local in scope.

The private sector participates in infrastructure, development and social service-related projects of the state and local government unit, through what is popularly known as Public-Private Partnerships (PPP).

FINDINGS:

The Sangguniang Panlungsod proposed that the 11th Rescue and Towing Services should send their unsolicited proposal to Private-Public Partnership as mandated by the PPP Ordinance.

RECOMMENDATION:

After a thorough review of all the matters brought before its attention, the Committee recommends that "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 11th RESCUE AND TOWING SERVICES RELATIVE TO THE TOWING AND IMPOUNDING SERVICE". be **TEMPORARY ARCHIVED** by the Sangguniang Panlungsod.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

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

Signed this 26th day of February 2024 at the City of Bacoor, Cavite.

Committee on Public Transportation and Traffic Management

COUN. ROBERTO L. ADVINCULA
Chairman

COUN. ADRIELITO G. GAWARAN
Vice Chairman

COUN. REYNALDO FABIAN
Member

COUN. MICHAEL SOLIS
Member



Republic of the Philippines
Province of Cavite
City of Bacoor

Office of the Sangguniang Panlungsod
Received by: Janet P. Ting
Date: 6/27/2024
Time: 1:14 pm

5th SANGGUNIANG PANLUNGSOD

Committee on Public Transportation and Traffic Management

COMMITTEE HEARING MINUTES

NO. PTTM-106-2024

Subject: 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 11th RESCUE AND TOWING SERVICES RELATIVE TO THE TOWING AND IMPOUNDING SERVICE. (PCR 508-2024 dated February 05, 2024)

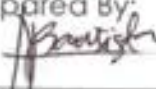
The 77th regular session of the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite held on February 05, 2024 was presided over by Presiding Officer Hon. Rowena Bautista-Mendiola at 10:00am.

The Chair referred the above subject matter to the Committee on Public Transportation and Traffic Management.


On the 78th regular session Hon. Palabrica raise his concern regarding the proposed measure. 11th Rescue and Towing Services should send their unsolicited proposal to Private-Public Partnership as mandated by the PPP Ordinance.

On the 79th regular session Hon. Advincula moved for the Temporary Archiving of the above-mentioned subject matter and for it to be referred to Public-Private Partnership Selection Committee (PPP-SC). The motion was seconded by Hon. Pagulayan, Hon. Evaristo, Hon. Palabrica, Hon. Solis, Hon. Francisco and Hon. Gutierrez. The Chair declared this item temporary archived.

Hon. Reynaldo D. Palabrica moved for the Adjournment of the regular session, which was seconded by all Council Member. The Chair approved for the adjournment of the regular session at 11:20am.

Prepared By:


ARIANNE JANE C. BAUTISTA
Local Legislative Staff Assistant I

Attested By:


COUN. ROBERTO L. ADVINCULA
Chairman



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Mayor

CGBCR-MO-02-F03.00
10/20/2023

February 1, 2024

HON. ROWENA BAUTISTA-MENDIOLA

Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: RUTH

DATE: 2/2/2024 TIME: 10:33 AM
BACOOR CITY, CAVITE

THRU: Atty. Khalid Atega, Jr.
Sangguniang Panlungsod Secretary

SUBJECT: Request for Authority to Enter Into and Sign the
Memorandum of Agreement with 11th Rescue and Towing
Services relative to Towing and Impounding Services


Dear Hon. Bautista-Mendiola:

I hereby endorse to the esteemed members of the Sangguniang Panlungsod for your appropriate action Endorsement No. 187, series of 2024, issued by the Office of the City Legal Services relative to the abovementioned subject. The said MOA will cover the establishment, operation, management and maintenance of Impounding Area in the City of Bacoor.

Attached herewith is the aforementioned letter, including the proposed Memorandum of Agreement, for your immediate reference.

Sincerely yours,


STRIKE B. REVILLA
City Mayor 

 Office of the Mayor **STRIKE**
Strike B. Revilla



98R20240593

STRIKE
AS

Address: Bacoor Government Center, Bacoor Blvd., Bay, Bayan City of Bacoor, Cavite
Hotline: 404-1111 | Website: www.bacoor.gov.ph



SCAN ME



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

1111
CGBCR-OCLES-02-F01.00
10/20/2023

OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT NO. 187, SERIES of 2024

TO : HON. STRIKE B. REVILLA
City Mayor
Office of the City Mayor

Thru : ATTY. PAUL MICHAEL G. SANGALANG
Office of the City Mayor

*Chojin A.
02/01/24 2:55 pm*

SUBJECT : FOR APPROVAL AND SUBSEQUENT ENDORSEMENT TO
THE SANGGUNIANG PANLUNGSOD
DRAFT MEMORANDUM OF AGREEMENT
Re: Towing Services

DATE : 01 FEBRUARY 2024

Respectfully endorsing to your good office the **proposed MEMORANDUM OF AGREEMENT** draft between the CITY GOVERNMENT OF BACOOR and the 11TH RESCUE AND TOWING SERVICES re: the towing and impounding services in the City of Bacoor, *as attached*.

All things having been found to be in order, we hereby endorse to your good office the above-mentioned draft **for your approval and subsequent endorsement to the Sangguniang Panlungsod** for issuance of an authority to enter into this Memorandum of Agreement. Thank you and *Godspeed!*

Respectfully,


Atty. KIM NYCA R. LOFRANCO
City Legal Officer

**STRIKE
AS**

Address: Bacoor Government Center, Bacoor Blvd, Rizal Street, City of Bacoor, Cavite
Telephone: 434-1111 | Website: www.bacoor.gov.ph



SCAN ME



Republic of the Philippines
Province of Cavite
CITY OF BACOR
Office of the Mayor

01 February 2024

HON. ROWENA BAUTISTA-MENDIOLA

Vice Mayor
City Government of Bacoor
Legislative Building
Bacoor Government Center
Barangay Bayanan, Bacoor City, Cavite

THRU: ATTY. KHALID ATEGA JR.
Sangguniang Panlungsod Secretary

**SUBJECT: REQUEST FOR CITY RESOLUTION AUTHORIZING THE CITY MAYOR
– HON. STRIKE B. REVILLA TO ENTER AND SIGN THE MEMORANDUM OF
AGREEMENT WITH 11TH RESCUE AND TOWING SERVICES FOR THE TOWING
SERVICES IN THE CITY OF BACOR**

Dear Hon. Bautista-Mendiola,

Greetings in the name of public service!

Local government units, like the City Government of Bacoor, Cavite, are authorized to regulate traffic within their respective territorial jurisdictions pursuant to Section 458 (5)(v-vi) of Republic Act No. 7160.

Further, Section 11, par. 5 (vi) of Republic Act No. 10160 (also known as the "Charter of the City of Bacoor") empowered the Sangguniang Panlungsod to regulate traffic on all streets and bridges, prohibit encroachments or obstacles thereon and when necessary in the interest of public welfare, authorize the removal of encroachments and illegal constructions in public places located within the City of Bacoor.

Article Five, Section 153, and Section 154 of Republic Act 7160 further provide that the local government units may impose and collect reasonable fees and charges for services rendered and may fix the rates for the operation of public utilities owned, operated, and maintained by them;

With the rampant disregard for traffic laws on the roads on the City of Bacoor, it is the right time to partner with a towing service to assist the City in eliminating vehicles that are obstructing our city roads.

In view thereof, I respectfully request that the esteemed Sangguniang Panlungsod members pass an ordinance – authorizing the undersigned to enter into a Memorandum of Agreement with 11th Rescue and Towing Services.

Respectfully yours,

STRIKE B. REVILLA
City Mayor

**STRIKE
AS**

Address: Bacoor Government Center, Harbor Blvd., Bay, Bayanan City of Bacoor, Cavite
Telephone: 034-1111 | Website: www.bacoor.gov.ph



SCAN ME

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered this ___ day of February 2024 (the "Effective Date") in Bacoor City, Province of Cavite, by and among:

The **CITY GOVERNMENT OF BACOOR**, a local government unit created and existing under 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, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in Sangguniang Panlungsod Resolution No. _____, Series of 2024, hereinafter referred to as the "**FIRST PARTY**".

and

11th RESCUE & TOWING SERVICES, a sole proprietorship registered under the laws of the Philippines with office address at 08 Umali Comdo, Summit Ville, Putatan, Muntinlupa City, and represented by its Proprietor, **JOSE E. PORTE, JR.**, pursuant to his authority conferred in a Board Resolution, herein referred to as the "**SECOND PARTY**".

Hereinafter called "Party", individually, and "Parties", collectively.

WITNESSETH:

WHEREAS, Republic Act No. 7160 or the Local Government Code of 1991 and its Implementing Rules, in particular, Sections 17 (a), 18, 22, and 35, empower LGUs to discharge functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provisions of the basic services and facilities, to acquire, develop, lease, encumber, alienate, or otherwise dispose of real or personal property held by them in their proprietary capacity and to apply their resources and assets for productive, developmental, or welfare purposes, in the exercise or furtherance of their governmental or proprietary powers and functions and thereby ensure their development into self-reliant communities and active participants in the attainment of national goals, to enter into contracts and to enjoy full autonomy in the exercise of their proprietary functions, and to enter into joint ventures with the private sector, respectively;

WHEREAS, local government units like the City Government of Bacoor, Cavite, pursuant to Section 458 (5)(v-vi) of Republic Act No. 7160, are authorized to regulate traffic within their respective territorial jurisdictions;

WHEREAS, Section 11, par. 5 (vi) of Republic Act No. 10160 (also known as the "Charter of the City of Bacoor") empowered the Sangguniang Panlungsod to regulate traffic on all streets and bridges, prohibit encroachments or obstacles thereon and when necessary in the interest of public welfare, authorize the removal of encroachments and illegal constructions in public places located within the City of Bacoor;

WHEREAS, Article 129 of Republic Act 7160, in relation to Article 10, Section 5 of the 1987 Philippine Constitution, provides, "Each local government unit shall exercise its power to create its own sources of revenue and levy taxes, fees, and charges subject to the provisions herein, consistent with the basic policy of local autonomy. Such taxes, fees, and charges shall accrue exclusively to the local governments";

WHEREAS, Article Five, Section 153, and Section 154 of Republic Act 7160 further provide that the local government units may impose and collect reasonable fees and charges for services rendered and may fix the rates for the operation of public utilities owned, operated, and maintained by them;

WHEREAS, the **SECOND PARTY** is the rightful possessor of the property, by virtue of lease, located at Barangay Molino III, Bacoor City, Cavite;

WHEREAS, the **FIRST PARTY** expressed its interest in establishing the impounding area of the City of Bacoor on the property of the **SECOND PARTY**;

WHEREAS, public-private partnership (PPP) is now being adopted by the government to expedite the development and utilization of the country's available resources;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree and bind themselves to the following:

ARTICLE I THE PROJECT

Section 1. This Agreement shall cover the establishment, operations, management, and maintenance of the Impounding Area of the City of Bacoor.

Section 2. The **SECOND PARTY** shall establish, operate, manage, and maintain the Impounding Area of the City of Bacoor in a portion the property located at Masaito, Barangay Molino III, Bacoor City, Cavite with an area of more or less **ONE THOUSAND SQUARE METERS** (1,000 sqm.) (the "Property").

Section 3. The expected outcome of this Agreement is the establishment of an effective and well-functioning Impounding Operations of the City of Bacoor.

ARTICLE II SCOPE OF PARTNERSHIP

Section 4. The cooperation of the **FIRST PARTY** and the **SECOND PARTY** shall include the following:

- A.** The establishment, promotion, and sharing of profits of the Parties in the Impounding Area;
- B.** The monthly detailing of the expenses, losses, taxes, fees, and other charges incurred by the operations of the Impounding Area; and
- C.** The compliance of the **SECOND PARTY**, its employees and workers, clients/users, etc., with the applicable laws, ordinances, rules, regulations, policies, and guidelines of the national and local government.

ARTICLE III OBLIGATIONS OF THE PARTIES

Section 5. Common Obligations

- A. All Parties involved in this Agreement shall assign appropriate personnel who will implement the roles as stipulated in this Agreement;**
- B. The signalories herein identified from each organization are authorized to sign for and on behalf of the party they represent; and**
- C. Neither Party shall act as an agent or representative of the other Party in any transaction. The employees, contractors, consultants, and agents of one Party shall have no contractual relationship with the other party.**

Section 6. FIRST PARTY shall:

- A. Declare or recognize the Property as the one of the Impounding Areas of the City Government of Bacoor;**
- B. Bring, surrender or deposit to the Impounding are vehicles or other machineries apprehended, gathered or collected by the Bacoor Traffic and Management Department (BTMD) due to violations of the Traffic Code of Bacoor, other applicable local ordinances, and/or national laws, whereby a penalty of Impounding is imposed;**
- C. Maintain control over the Property at all times;**
- D. Release vehicles impounded on the Property;**
- E. Assist the SECOND PARTY in the applications of necessary permits before the City Government of Bacoor; and**
- F. Be partly responsible for the peace and orderliness in the vicinity of the Property.**

Section 7. The SECOND PARTY shall:

- A. Provide the necessary space, ONE THOUSAND SQUARE METERS (1,000 sqm.), in the Property to accommodate vehicles and other machineries for impounding by the FIRST PARTY;**
- B. Guarantee that for the entire duration of this Agreement, the Property shall only be allowed to be used by the FIRST PARTY;**
- C. Be solely responsible for the financial expenses incurred in the establishment and improvement of the current state of the Property, prior to the commencement of Impounding Operations including payment of utilities, permits, licenses, taxes, and salary of its own employees;**
- D. Be solely responsible for all the fees and charges relating to the acquisition of the necessary permits, licenses, etc., relevant to the operation of the Property as an Impounding Area;**
- E. Establish, operate, manage, maintain, and, when necessary, improve and renovate the Property to ensure its fitness for its purpose as an impounding area;**
- F. Guarantee that the operations, management, and maintenance of the Property shall follow relevant laws, ordinances, rules, regulations, policies, and guidelines of the national and local government;**

- G. Be solely responsible for all the collection of fees arising out the operation of the impounding area such as but not limited to impounding fees, and storage fees, among others;**
- H. Be responsible for keeping a book of accounts, recording all fees collected and all expenses incurred, and calculating the net profit;**
- I. Guarantee to the FIRST PARTY the right to access and review its books of accounts and other related financial documents upon request;**
- J. Keep and maintain the Property clean and free from rubbish and dirt at all times, arrange for the regular removal of trash and garbage, and shall not burn any trash or garbage in the property or anywhere within the premises;**
- K. Be responsible for the maintenance and repair of plumbing and electrical fixtures within the Property; hence, FIRST PARTY must be notified before the SECOND PARTY undertakes such activity;**
- L. Build an enclosure to separate the area to be used for impounding from the rest of the property, keep the property enclosed, and provide the necessary security in the Property for the purpose of ensuring the safety of the vehicles and the premises from outsiders and burglars;**
- M. Secure and provide security in the Property at all times; and**
- N. Secure an appropriate insurance coverage to cover any necessary restitution for any loss or damage suffered by the owner of the vehicle while in the Impounding Area.**

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 8. The FIRST PARTY hereby represents and warrants that:

- A. It will perform all of its obligations under this Agreement.**
- B. The Property shall be used exclusively as an Impounding Area of the City of Bacoor.**
- C. It has the full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transactions contemplated herein;**
- D. All consents necessary for the due execution, delivery, and performance of this Agreement have been obtained, and**
- E. The City Government of Bacoor hereby appoints 11th Rescue & Towing Services as its exclusive partner relative to towing and impounding operations of the City, subject to the terms and conditions of this Agreement.**

Section 9. The SECOND PARTY hereby represents and warrants that:

- A. They are a duly organized corporation, validly existing, and in good standing under the laws of the Republic of the Philippines;**

- B. It has full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transaction contemplated herein;
- C. The development of the Property as an Impounding Area of the City Government has been approved by applicable regulatory agencies and other concerned parties;
- D. All consents necessary for the due execution, delivery, and performance of this Agreement have been obtained;
- E. It shall comply with all relevant laws, rules, regulations, and policies relating to the establishment and operations of the Property;
- F. It accepts the appointment and agrees to perform the obligations under the terms and conditions of this Agreement;
- G. It shall indemnify and hold the FIRST PARTY, including its officials and personnel, free and harmless from any and all claims, actions, liabilities, losses, and suits that may be brought or instituted by any party whatsoever because of the fault, failure, negligence, delay or any conduct of the SECOND PARTY, its respective officers, employees, and agents in the performance of their corresponding obligation under this Agreement, without prejudice to its claim against the proper eming party;
- H. The obligations expressed to be assumed by it under this Agreement are legal, valid, and binding obligations, enforceable against them in accordance with the terms and conditions hereof, and that all acts, conditions, and things required by their Articles of Incorporation to be done, fulfilled, or performed to enable it to enter into, execute, deliver, exercise its rights, and perform its obligations hereunder are within its power to perform as provided under its Articles of Incorporation; and
- I. It will support and join the FIRST PARTY in suits against the City Government arising out of any claims concerning and, in any way, may be related to the impounding of the vehicle in the Impounding Area.

ARTICLE V PROFIT-SHARING

Section 10. For purposes of this Agreement, any amount received by the SECOND PARTY directly or incidental to the operations of the Property as an impounding area of the FIRST PARTY shall be eligible for profit-sharing. Profits shall be calculated based on gross collections and other amounts received directly or incidental to the operations of the Impounding Area minus costs of operations.

Section 11. For the entire duration of this Agreement, each Party's profit sharing will be based on net profit. The rate of profit sharing shall be 10% in favor of the FIRST PARTY and 90% in favor of the SECOND PARTY.

Section 12. After the lapse of the effectivity of this Agreement, the Parties may renegotiate the percentage for the profit sharing. If no stipulation on a new rate is entered into in the subsequent agreement renewing or extending this agreement, it is hereby assumed that the profit sharing shall remain at the rate of 20% in favor of the FIRST PARTY and 80% in favor of the SECOND PARTY.

ARTICLE VI REMITTANCE

Section 13. For accounting and transparency purposes, the SECOND PARTY shall keep a book of accounts for all payments received. The book of accounts shall also contain all expenses, taxes, and fees incurred in the operations of the Impounding Area.

Section 14. In determining the share of each Party in the profits, the SECOND PARTY shall prepare a monthly Accounting Document showing the income received, the expenses incurred, and the corresponding profit for such particular day. For purposes of this Article, a month is considered to consist of thirty (30) days.

Section 15. The SECOND PARTY shall transmit the Accounting Document to the FIRST PARTY within seven (7) days after completion thereof. Thereafter, the FIRST PARTY has three (3) days from receipt to confirm the accuracy of the computation of the amount subject to profit sharing.

Section 16. If there is no discrepancy, question, or clarification on the Accounting Document, the FIRST PARTY must immediately communicate the same to the SECOND PARTY. Thereafter, the SECOND PARTY has three (3) days, within which to transfer to the FIRST PARTY the corresponding profit share for the period covered in the Accounting Document.

Section 17. In case of discrepancies, questions, or clarification on the Accounting Document, the FIRST PARTY must immediately communicate the same to the SECOND PARTY. Thereafter, the SECOND PARTY has three (3) days from receipt thereof to explain, clarify, and correct such discrepancy. If needed, a new Accounting Document for such date shall be released, and the process stated in this Article shall be followed.

Section 18. Once both Parties settle the explanation, clarification, and correction, the SECOND PARTY has three (3) working days to transfer the profit share due to the FIRST PARTY.

Section 19. For purposes of Accounting, the FIRST PARTY may require additional documents, and the SECOND PARTY undertakes to submit such documents to the FIRST PARTY. Further, the SECOND PARTY undertakes that it will allow the FIRST PARTY or its authorized representative to access and review the book of accounts related to the operations of the Impounding Area, provided that the inspection or access shall be conducted during reasonable business hours and with prior written notice to the SECOND PARTY.

ARTICLE VII RELEASE OF VEHICLES

Section 20. No vehicle shall be released from the Impounding Area, for any reason whatsoever, without either of the following:

- (1) A Written Release Form to be issued by the City Government of Bacoor proving payment or other settlement before it or
- (2) A Court Order issued by a Court with proper jurisdiction ordering the FIRST PARTY to release a vehicle.

ARTICLE VIII PERIOD AND TERMINATION

Section 21. This Agreement shall commence upon execution of this Agreement and shall be valid for one (1) year unless otherwise sooner terminated based on the provisions of this Agreement and applicable laws.

Section 22. This Agreement may be terminated based on the following conditions:

- a. Mutual agreement;
- b. Material breach;
- c. Fraud, misrepresentation, negligence by one Party;
- d. The Second Party loses the right to possess the property by virtue of its Lease Contract, subject to damages for breach of contract;
- e. Substantial destruction of or material damage to the Property due to force majeure that renders the Property unfit for the purpose of this Agreement;
- f. Any similar causes.

Section 23. Nothing in this Agreement prevents the Innocent Party from seeking redress to recover losses incurred due to the actions, omissions, and/or negligence of the Guilty Party.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 24. Repairs and maintenance costs arising from the normal wear and tear of usage, including maintenance of water, electrical, and sewage systems, shall be for the sole account of the SECOND PARTY. The SECOND PARTY shall not start nor proceed with any major repair work, demolition, or renovation, particularly works or repairs of electrical, plumbing, painting, or any case introduce new permanent improvements, alterations, or fixtures thereon, without the written notice of the FIRST PARTY.

Section 25. This Agreement contains the full and complete agreement among the Parties on the subject matter, and the same shall supersede any and all representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them.

Section 26. This Agreement may only be amended upon the written mutual agreement of the Parties. It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations of the FIRST PARTY. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail.

Section 27. 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.

Section 28. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors-in-interest and assigns.

Section 29. 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

contracting 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 contracting Parties with full corporate power vested to them by their respective institutions. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.

Section 30. The relationship of the Parties under and in relation to this Agreement shall be limited to the matters herein contained. 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.

Section 31. 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.

Section 32. No Party shall be liable for any failure or delay in performing its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same. For purposes of this Agreement, a "Force Majeure Event" shall include, but not be limited to: (i) declared or undeclared war, armed hostilities, revolution, rebellion, insurrection, riot, public disorder, and the like; (ii) unforeseen rock formations in the geodetic layers of the identified deep well sites; and (iii) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God, and Government's, local or national, declaration of community quarantines and other restrictions; and (iv) expropriation on any part of the site on which the Project will be located. The Party invoking the existence of a Force Majeure Event shall immediately notify the other Party, specifying the nature and details of the Force Majeure Event, how it affects the Party's ability to comply with its obligations hereunder, and a proposed mitigating action to address the same. Upon the cessation of such Force Majeure Event, the Parties shall immediately resume the performance of their obligations hereunder. However, if the Force Majeure Event extends for a period in excess of 180 continuous days, the Parties hereto shall meet to discuss the basis and terms upon which this Agreement be continued or mutually terminated.

Section 33. The Parties also agree that both shall exert utmost effort in settling any dispute amicably and peacefully. 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 thereof. In the event that the parties are unable to settle the dispute amicably and resort to any judicial relief be made to enforce any of the Parties' rights and/or the terms and conditions of the Agreement, the Aggrieved Party shall be entitled to recover ATTORNEY'S FEES from the Defaulting Party in the amount equivalent to TWENTY-FIVE PERCENT (25%) of the amount claimed in addition to the Cost of Suit and other litigation expenses, which the law and the court may deem reasonable to award.

Section 34. 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.

Section 35. 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.

Section 36. 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 address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

IN WITNESS WHEREOF, the parties hereunto affixed their hands in signature together with their instrumental witnesses this ___ day of February 2024, in the City of Bacoor, Province of Cavite.

CITY GOVERNMENT OF BACOOR

11TH RESCUE & TOWING SERVICES

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2024

JOSE E. PORTE, JR.
Proprietor

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI
City Administrator

ACKNOWLEDGEMENT

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

BEFORE ME, personally appeared:

NAME	GOV'T ID NO.	DATE / PLACE ISSUED
STRIKE B. REVILLA		
JOSE E. PORTE, JR.		

who executed the foregoing Memorandum of Agreement consisting of TEN (10) pages signed on all pages, including this page on which this acknowledgment is written and acknowledged the same to be their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date place first above-written, this ____ day of February, 2024 at Bacoor City, Cavite, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024.