



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2024-421
Series of 2024

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor
SICK LEAVE

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 / President Pro-Tempore

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

Liga ng mga Barangay President
OFFICIAL BUSINESS

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Approved by:

HON. STRIKE B. REVILLA
City Mayor

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 H PHILIPPINES CONTROL STATION INC. (HPCSI), AND THE VARIOUS BARANGAYS IN THE CITY OF BACOR, CAVITE FOR THE INSTALLATION OF A STABLE SECURE WI-FI CONNECTION.

Sponsored by:

Hon. Rogelio M. Nolasco

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Alde Joselito F. Pagulayan and Hon. Levy M. Tela.

WHEREAS, on December 11, 2023, the Office of the City Mayor requested the Sangguniang Panlungsod to pass a resolution authorizing the Hon. Strike B. Revilla to sign and enter into a Memorandum of Agreement with H Philippines Control Station Inc. (HPCSI).

WHEREAS, the agreement aims to install and provide wireless fidelity (wi-fi) access to the City Government of Bacoor, specifically to its barangays, barangay halls and other establishments.

WHEREAS, the equipment, network infrastructure and other facilities mentioned in the said agreement will provide stable and secured wi-fi connection to the covered locations for free.

WHEREAS, a copy of a draft Memorandum of Agreement (MOA) was sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration. The proposed MOA is incorporated hereto and will be made an integral part of this Resolution.

WHEREAS, the Sangguniang Panlungsod deliberated on the said request and found it as a vital service needed to provide quality public service to the said barangays and establishments.

NOW THEREFORE, upon the motion of Hon. Rogelio M. Nolasco, unanimously seconded by the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod in regular session assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign the MOA for free wi-fi access with H Philippines Control Station Inc. (HPCSI).



Office of the Sangguniang Panlungsod

DISTRICT I

[Signature]
HON. CATHERINE SARINO-EVARISTO
City Councilor
SICK LEAVE

[Signature]
HON. MICHAEL E. SOLIS
City Councilor

[Signature]
HON. ADRIELITO G. GAWARAN
City Councilor

[Signature]
HON. VICTORIO L. GUERRERO, JR.
City Councilor

[Signature]
HON. ALEJANDRO F. GUTIERREZ
City Councilor

[Signature]
HON. LEVY M. TELA
City Councilor

DISTRICT II

[Signature]
HON. ROBERTO L. ADVINCULA
City Councilor

[Signature]
HON. REYNALDO D. PALABRICA
City Councilor / President Pro-Tempore

[Signature]
HON. REYNALDO M. FABIAN
City Councilor

[Signature]
HON. ROGELIO M. NOLASCO
City Councilor

[Signature]
HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

[Signature]
HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO

Liga ng mga Barangay President
OFFICIAL BUSINESS

HON. PALM ANGEL S. BUNCIO

SK Federation President

Attested by:

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

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Approved by:

HON. STRIKE B. REVILLA
City Mayor

RESOLVED LASTLY, to furnish the Office of the City Mayor, H Philippines Control Station Inc. (HPCSI), the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

APPROVED this 22nd day of January 2024 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing resolution was passed by the Sangguniang Panlungsod of Bacoor, Cavite on the 22nd day of January 2024.

Certified by:

[Signature]
HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Attested by:

[Signature]
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Noted by:

[Signature]
HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

(Installation of Free Wi-Fi Service)

KNOW ALL MEN BY THESE PRESENTS:

This **Installation Agreement** ("Agreement") is made and executed among and between this ___ day of _____, 202__ (the "Effective Date"), in the City of Bacoor, Province of Cavite, among and between:

The **H PHILIPPINES CONTROL STATION INC. OR HPCS INC.** is a corporation duly organized and existing under the laws of the Republic of the Philippines, with a business address on the 3rd floor, SBF Bldg. Tamsui Ave., Bayan Luma 2, Imus City, Cavite, represented by its President, _____ hereinafter referred to as "**HPCS INC.**"

- and -

The **CITY GOVERNMENT OF BACCOOR**, a local government unit created 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 by its **City Mayor HON. STRIKE B. REVILLA**, pursuant to his authority embodied and conferred under **City Resolution No. 2023-___, Series of 2023**, approved by the City Council of Bacoor dated 13 November 2023, and herein referred to as "**LGU-BACCOOR**".

- and -

The **BARANGAY GOVERNMENT OF _____**, a local government unit organized and existing under the laws of the Republic of the Philippines with postal address at Barangay Hall, Queensrow East, Bacoor City, Cavite represented by its Punong Barangay, _____, pursuant to Sangguniang Barangay Resolution No. _____, Series of _____, hereinafter referred to as "**BRGY. _____**".

- and -

The **BARANGAY GOVERNMENT OF _____**, a local government unit organized and existing under the laws of the Republic of the Philippines with postal address at _____, Bacoor City, Cavite represented by its Punong Barangay, _____, pursuant to Sangguniang Barangay Resolution No. _____, Series of _____, hereinafter referred to as "**BRGY. _____**".

- and -

(Add, if necessary)

The term "**PARTY**" shall mean **LGU-BACCOOR, HPCS INC.,** or **BRGY. _____**, or **BRGY. _____**, if applicable.

While the term "PARTIES" shall mean LGU BACCOOR, HPCS INC., or BRGY. _____, and BRGY. _____, collectively.

WITNESSETH:

WHEREAS, Section 16 of Republic Act (R.A.) No. 7160, otherwise known as the "Local Government of 1991, states that every local government unit shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient and effective governance and those which are essential to the promotion of the general welfare.;

WHEREAS, the same section likewise mandates that local government units shall promote health and safety, encourage and support the development of appropriate and self-reliant scientific and technological capabilities, maintain peace and order, and preserve the comfort and convenience of their inhabitants;

WHEREAS, Section 389, paragraph b (b) of the same Code empowers the Punong Barangay to negotiate, enter into, and sign contracts for and on behalf of the Barangay upon authorization of the Sangguniang Barangay;

WHEREAS, under the Republic Act No. 10160 or the "Charter of the City of Bacoor", the City Mayor is mandated to ensure the delivery of basic services and the provision of adequate facilities to its constituents;

WHEREAS, the barangay halls and other buildings and facilities of barangays within the City of Bacoor are in need of proper internet connectivity to ensure the effective and efficient delivery of services to its residents;

WHEREAS, HPCS INC. offered to install and provide Wireless Fidelity (for brevity, "Wi-Fi") access to the City Government of Bacoor, specifically to its barangays, barangay halls and its other establishments;

WHEREAS, HPCS INC. likewise desires to extend its equipment, network infrastructure, and other facilities to the barangays and provide them with a stable and secure Wi-Fi connection.

NOW, THEREFORE, for and in consideration of the foregoing premises, with the parties remaining committed to the agreements they had made and entered into, and in addition thereto, the same parties hereby agree to the following terms and conditions:

ARTICLE I GENERAL PROVISIONS

SECTION 1. PURPOSE

The purpose of this Agreement is for the parties to agree and come together to commit to the development and enhancement of customer experience and provide proper and efficient internet connectivity for the customers, residents, and visitors of the Barangays within the City of Bacoor.

SECTION 2. SCOPE OF SERVICES

This Agreement shall only cover the installation, configuration, and maintenance of the necessary equipment and network infrastructure required for Wi-Fi access at the premises identified by the Parties. This Agreement shall likewise include the provision of technical support, assistance in troubleshooting, and the assurance of a stable and secure Wi-Fi connection at the identified premises.

ARTICLE II TERMS AND CONDITIONS

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE PARTIES

A. HPCS INC. shall have the following duties and responsibilities:

1. Supply all the necessary equipment and systems to BRGY. _____, BRGY. _____, and <others> at no cost;
2. Bear all expenses related to repairs and maintenance associated with the installed equipment and system;
3. Install total of <____> routers and <____> HUB at the designated locations;
4. Retains sole control over the access points of all systems, equipment, and devices provided and installed in the designated establishments;
5. Reserves the right to monitor and track network usage for network management, security, and improvement purposes

B. LGU-BACCOOR shall have the following duties and responsibilities:

1. Assist HPCS INC. in obtaining all necessary security permits for the installation;
2. Assist the barangays and provide administrative and technical support for the implementation and enforcement of this Agreement;
3. Add, if necessary.

C. BRGY. _____, BRGY. _____, BRGY. _____, and <others> shall JOINTLY have the following duties and responsibilities:

1. Provide HPCS INC. a complete floor drawing plan of the designated facilities;
2. Responsible for the provision of electrical power;

3. Bear the cost of electricity and other related expenses;
4. Provide the **HPCS INC.** with all necessary assistance and support for obtaining permissions and gate passes required for the installation of Public Free Wi-Fi in the establishment/s;
5. Assist and approve the post, stickers, stand, and posters with **HPCS INC.**'s company logo, displaying "FREE WIFI" and instruction on How to USE/Access;
6. Display the advertisements provided by **HPCS INC.** as the first point of control for every user during the registration/log-in process before they can access and enjoy the public Free Wi-Fi installed in the designated establishments;
7. Acknowledges and agrees that **HPCS INC.** may require the use of a flexible hose for the installation of the internet services;
8. Not permitted to change the locations of any devices or equipment installed without the proper consent of **HPCS INC.**;
9. Acknowledges and agrees that the primary focus of this agreement is to strategically place routers in locations with high foot traffic or where a significant number of people stay. This placement strategy aims to maximize network accessibility and user satisfaction;
10. Agrees to comply with all applicable laws and regulations regarding the use of the Wi-Fi service, including but not limited to copyright laws, data protection laws, and acceptable use policies;
11. Provide a Server Room for Internet Equipment with a climate control system, including air conditioning, to ensure the proper functioning and safety of the equipment;
12. Design suitable electrical/power locations for operating the routers;
13. Fulfill any other necessary requirements related to the installation of the Public free Wi-Fi Access;
14. Grant exclusive access to the equipment, devices, and systems provided to the barangays to **HPCS INC.**;
15. <Add or delete, if necessary>

D. **BRGY.** _____ shall have the following duties and responsibilities:

1. <Add>

E. **BRGY.** _____ shall have the following duties and responsibilities:

1. <Add>

SECTION 2. SERVICES PROVIDED

HPCS INC. shall assume full responsibility for performing and delivering the following services to the 2nd Party.

1. **Free Wi-Fi:** The services provided are free Public Wi-Fi access for customers.
2. **Installation:** HPCS INC. shall be responsible for the proper installation of the equipment, devices, and systems at the designated locations within the designated premises.
3. **Maintenance and Repairs:** The HPCS INC. shall undertake all necessary maintenance and repair activities to ensure the smooth functioning of the equipment, devices, and systems. This includes addressing any technical issues, replacing faulty components, replacing any broken or damaged routers, and conducting regular inspections.
4. **Technical Support:** The HPCS INC. shall provide technical support and assistance to the barangays in relation to the equipment, devices, and systems. This may involve troubleshooting, guidance on usage, and addressing any technical queries or concerns.
5. **Upgrades and Enhancements:** The HPCS INC. shall be responsible for any required upgrades or enhancements to the equipment, devices, and systems to ensure they remain up-to-date and aligned with industry standards. This may include software updates, firmware upgrades, or hardware improvements. When required.
6. **Performance Monitoring:** The HPCS INC. shall continuously monitor the performance of the equipment, devices, and systems to ensure optimal functionality. This includes monitoring network connectivity, speed, and reliability.

SECTION 3. AGREEMENT TERM AND TERMINATION

1. Unless otherwise terminated, this Agreement shall commence on its Effective date contained herein and shall be terminated one (1) year thereafter.
2. Upon mutual written agreement, this Agreement may be renewed by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.
3. This Agreement shall be reviewed prior to its renewal and shall be amended and modified pursuant to the recommendations of the Parties. Any amendment or modification shall be incorporated in the renewed Agreement.

SECTION 4. PREDETERMINATION OF CONTRACT

1. In the event of a pre-termination of the Agreement, the BRGY. _____, BRGY. _____, and <others> agree to pay fees incurred in the installation;
2. A *pre-termination fee* shall be applied, which comprises the total installation cost from HPCS INC., plus physical amount charges due to pre-termination charges from the Internet Service Provider ("ISP"), i.e., Globe/PLDT. *Provided, however*, that the cause of pre-termination shall not be caused by breach and/or fault made by HPCS INC., its officers, and employees.

SECTION 5. OWNERSHIP OF INTELLECTUAL PROPERTY.

Each Party recognizes that each shall solely own all rights, title, and interest in and to the intellectual property rights of their system. Each shall not, without the other party's prior written consent, use the intellectual property rights of the other for any purpose other than as contemplated herein.

The Parties acknowledge that this Agreement does not grant the barangays-parties ownership or control over the Wi-Fi-network or infrastructures provided.

ARTICLE III CONFIDENTIALITY AND DATA PRIVACY

SECTION 1. CONFIDENTIALITY AND DATA PRIVACY CLAUSE

The Parties expressly warrant and agree that they shall not, during and after the existence of this Agreement, disclose nor reveal to any person or any other entity all Confidential Information or records of the other Party and its consumers/clients which may come to their knowledge and/or possession, in the performance of, or in connection with this Agreement. Such confidential information shall include, but not be limited to, the Party's respective trade secrets like training modules and presentations and any other methods, processes, formulae, systems, and data pertaining to the training manual and other relevant details and/or information of either Party. The Parties agree to ensure that their directors, officers, employees, and/or agents are bound by the provisions of this paragraph.

In compliance with RA 10173 or the "Data Privacy Act of 2012", each Party agrees that it will ensure that its employees, officers, directors, representatives, and other personnel will hold in confidence all information, documentation, data, or know-how disclosed to the other Party (the "Information"), and will not disclose to any third party or use the information or any part thereof without such other Party's prior written approval. Likewise, the Receiving Party undertakes to prevent the transfer of all strictly confidential information about this Agreement or by any of its members to any Party without the knowledge and written consent of the Disclosing Party.

**ARTICLE V
HOLD HARMLESS CLAUSE**

SECTION 1. HOLD HARMLESS CLAUSE

Each Party shall be solely and exclusively liable for any breach of its obligations under this Agreement and for any breach by it of Philippine Privacy Laws during the effectivity of this Agreement. Each Party shall indemnify, defend, and hold harmless the other Party, its affiliates and subsidiaries, and its respective officers, directors, employees, agents, and representatives from and against any direct, actual, and documented liability, damages, claims, action, expenses, losses, or fees that may arise from any relevant breach or negligence in relation to the personal data of the employees or participants.

This indemnification applies to and includes, without limitation, the payment of all fines, penalties, awards, judgments, decrees, attorneys' fees, and related costs or expenses, and any reimbursements for all legal expenses, fees, and costs incurred.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

SECTION 1. ENTIRE AGREEMENT AND INTEGRATION

This Agreement contains the entire agreement and understanding among the two Parties hereto concerning the subject matter hereof and supersedes all prior agreements, understandings, inducements, and conditions, express or implied, oral or written of any nature whatsoever concerning the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SECTION 2. AMENDMENTS

The Parties agree that any amendments made to this Agreement must be in writing and must be signed by both Parties. 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.

SECTION 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.

SECTION 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.

SECTION 5. TRAINING. HPCS INC. shall provide the technical know-how as well as technical training to LGU-BACCOOR and barangay personnel as may be necessary.

SECTION 6. MAINTENANCE. Multisys shall provide 24/7 maintenance services and will be on-site upon notice. Multisys shall ensure that the LGU-BACCOOR remains fully operational and performs to the intended design.

SECTION 7. WARRANTIES. The Parties to the Agreement and their representatives warrant that they are duly authorized and empowered to enter and execute this Agreement.

SECTION 8. 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.

SECTION 9. 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.

SECTION 10. NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

SECTION 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.

SECTION 12. NON-EXCLUSIVITY. The Parties agree that nothing in this Agreement shall, in any way, preclude other entities of similar business establishments from entering into an agreement with LGU-BACOOR that offers similar or analogous services.

SECTION 13. SEVERABILITY. In the event that any provision of this Agreement is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties or any remaining provision of this Agreement shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this Agreement.

IN WITNESS WHEREOF, the **PARTIES** have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

For **CITY GOVERNMENT OF BACOOR:**

For **H. PHILIPPINES CONTROL STATION, INC.**

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. 2023 - 373
Series of 2023
Date signed: _____

<FULL NAME>
President
Date signed: _____

For **BARANGAY GOVERNMENT OF**

For **BARANGAY GOVERNMENT OF**

HON. <FULL NAME>
Barangay Chairperson
Barangay Resolution No. _____
Series of 2023
Date signed: _____

HON. <FULL NAME>
Barangay Chairperson
Barangay Resolution No. _____
Series of 2023
Date signed: _____

SIGNED IN THE PRESENCE OF

<FULL NAME>
Position
Bacoor City

<FULL NAME>
Position
Bacoor City

ATTY. AIMEE T. NERI
City Administrator

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the above-stated jurisdiction, this ___ day of _____, 2023, personally appeared the following:

NAME	ISSUED ID / ID NUMBER	DATE/PLACE ISSUED
CITY GOVERNMENT OF BACOOR represented by; Hon. STRIKE B. REVILLA		
H PHILIPPINES CONTROL STATION, INC Represented by; <FULL NAME>		
BRGY. _____ <FULL NAME> Barangay Chairperson		
BRGY. _____ <FULL NAME> Barangay Chairperson		

both known to me to be the same persons who executed the foregoing **MEMORANDUM OF AGREEMENT** consisting of **TEN [10] 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 2023.