



OCCIDENTAL
MINDORO



DENR
MIMAROPA



DPWH
MIMAROPA



MGB
MIMAROPA



EMB
MIMAROPA

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into this 22nd day of December 2022 in Manila by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES – MIMAROPA REGION**, a government agency duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 1515 DENR by the Bay Bldg., Roxas Blvd., Barangay 668, Ermita, Manila, represented by its Regional Executive Director, **LORMELYN E. CLAUDIO, CESO IV**, hereinafter referred to as **"FIRST PARTY"**;

-and-

The **R.V. LABORTE BUILDERS**, a corporation operating under and by virtue of Philippine laws, with office address at 34 Habito Street, Ibabang Iyam, Lucena City, Quezon and represented herein by its Owner/Manager, **REYNALDO V. LABORTE, JR.**, hereinafter referred to as **"SECOND PARTY"**

WITNESSETH:

WHEREAS, materials and sediments from the upland that flow down to major river systems cause heavy siltation and aggradation of rivers resulting to massive flooding in the various barangays and municipalities of the Province of Occidental Mindoro;

WHEREAS, in order to restore the natural state and water flow of the heavily-silted river channels within the Province of Occidental Mindoro and to reduce risks to the lives and properties of the residents therein, large-scale dredging and desilting operations based on a comprehensive dredging plan shall be implemented;

WHEREAS, on 10 April 2019, a Joint Memorandum Circular (JMC) among the DENR, Department of Public Works and Highways (DPWH), Department of Interior and Local Government (DILG) and Department of Transportation (DOTr) was issued providing guidelines on the issuance and/or permit for dredging within waterways or other inland bodies of water;

WHEREAS, Part 5.4 of the JMC provides that the DENR River Restoration through dredging activities in heavily silted river channels, including disposal of extracted materials, shall be covered by a separate Order to be issued by DENR in coordination with the DPWH;

WHEREAS, on 07 October 2020, the DENR issued Department Administrative Order No. 12, series of 2020 which prescribes the guidelines for "Rationalizing Dredging Activities in Heavily-Silted River Channels within the Province of Occidental Mindoro Pursuant to the DENR-DPWH-DILG-DOTC Joint Memorandum Circular No. 1, Series of 2019";

WHEREAS, the DAO requires a holder of a Dredging Clearance to apply for an authority to dispose extracted materials from the River Dredging Zone through a Memorandum of Agreement with the DENR Regional Office;

NOW THEREFORE, the foregoing premises considered, both parties hereby agree as follows:

I. SCOPE

The dredging operations in the Exclusive River Dredging Zones as defined in the DAO 2020-12 within **TUBILI RIVER** (Medium River) in the Province of Occidental Mindoro shall be covered by this Agreement.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

A. The FIRST PARTY shall:

1. Conduct a survey of non-metallic and metallic resources on the River Dredging Zone through the Mines and Geosciences Bureau (MGB) MIMAROPA Region, to determine metallic and other valuable materials in economic quantities;
2. Assist the Second Party in the expeditious acquisition of all necessary and required government permits to undertake the dredging operations in the covered river channels and delta covered by **Environmental Compliance Certificate (ECC) No. R4B – 2209 – 0013**.
3. Coordinate with the Inter-Agency Committee (IAC) created under DAO 2020-12 tasked to monitor the conduct of dredging in the covered areas;
4. Monitor the operation of the Second Party to ensure faithful compliance with applicable environmental laws, rules and regulations; and,
5. Perform other acts which are in furtherance or are necessary to this Agreement to promote economy and efficiency in the implementation thereof.

B. The SECOND PARTY shall:

1. Present the following documents in accordance with DAO 2020-12, such as:
 - a. Endorsement from the Provincial Government of Occidental Mindoro;
 - b. Proof of Financial and Technical capability to undertake large scale dredging;
 - c. Dredging Clearance from the Department of Public Works and Highways (DPHW);
 - d. Certification of no pending case involving violations of existing environmental laws, rules and regulations and an undertaking that it will never be involved in such;
 - e. Environmental Clearance Certificate issued by the DENRMIMAROPA Region; and
 - f. Certificate of Accreditation as Trader issued by the MBGMIMAROPA Region.
2. Undertake the project without any funding from the government and bear the full cost of the project including the disposal of dredged materials;

3. Report to the First Party any and all findings of precious metals or objects which it may inadvertently come across which may be of local or national interest;
4. Undertake that it shall not disposedredged materials for reclamation activities or projects by other countries within the West Philippine Sea.

C. BOTH PARTIES shall:

1. Take legal and technical responsibilities for the actions of their own respective employees, officers, agents, representative and volunteers;
2. Defend and hold each other not liable to any acts or omissions, including third party claims, related to their participation under this Agreement; and
3. Bear the cost of any damage attributable to itself, its officers, agents, employees and independent contractors.

III. OTHER CONDITIONS

In order to maintain the validity of this Memorandum of Agreement (MOA), the Second Party shall ensure that it has complied with the provisions of the DAO 2020-12 as follows:

1. Present proof of posting of Cash Bond in the amount of **Three Million Pesos (PhP 3,000,000.00)** in favor of the Provincial Government of Occidental Mindoro in trust for River Restoration Project to ensure compliance with DENR orders and other applicable laws, rules and regulations;
2. Comply with the conditions of the ECC throughout the duration of the project;
3. Undertake protection of the riverbanks and coastal areas from erosion and provide necessary engineering measures pursuant to the Dredging Clearance approved by the DPWH to support the vital infrastructures along the river;
4. Maintain accreditation as trader with the MGB MIMAROPA Region to commercially dispose extracted materials;
5. Submit documentary requirements for Ore Transport Permit (OTP) and/or Mineral Ore Export Permit (MOEP), and notify the First Party in writing prior to every shipment or transport;
6. Comply with all applicable environmental laws, rules and regulations;
7. Secure the necessary permit from the Provincial Government and ensure payment of all applicable taxes, fees and royalties to the local and national government; and,
8. Any work deviation of more than fifteen (15%) from the approved work program in any of the activities involved, without the prior concurrence of the DPWH MIMAROPA Region and coordination with the DENR through the MGB

MIMAROPA Region shall be sufficient ground for the suspension/cancellation of the pertinent permits and clearances.

IV. AUTHORITY TO DISPOSE AND ACCREDITATION AS TRADER

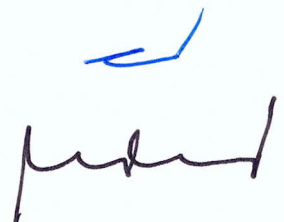
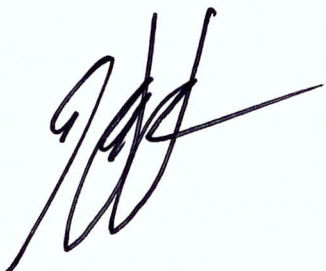
Upon the FIRST PARTY's evaluation of the documentary requirements submitted by the SECOND PARTY as enumerated in Part II(B) of this Agreement and upon payment of applicable fees, the latter shall be authorized to commercially dispose the suitable materials dredged from the heavily-silted river channels.

V. MISCELLANEOUS PROVISIONS

1. **Breach/Violations** - Violation by the Second Party of any part of its obligations under this Agreement shall entitle the First Party to cancel the Agreement without prejudice to seeking damages, if any.
2. **Relationship** – Nothing in this Agreement shall be construed as establishing a relationship of employer and employee or of principal and agent as between the parties including their personnel.
3. **Separability** – This Agreement may not be modified except in writing by authorized representatives and duly ratified by both parties. If any provision is held invalid, all other provisions will remain valid, unless such invalidity would hamper the purpose of this Agreement.
4. **Termination** – Upon completion of the project, all the rights and obligations of the parties shall cease except those rights and obligations that may have accrued on the date of termination.


VI. EFFECTIVITY

This Agreement shall take effect and become binding between the parties upon execution of this Agreement, and shall be effective for a period of two (2) years subject to renewal upon consent by both parties and as approved by the Inter-Agency Committee.

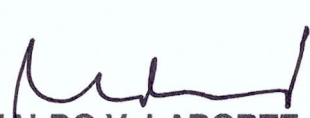



IN WITNESS WHEREOF, the parties, through its respective representatives, have hereunto affixed their signature this 22nd day of December 2022 in Manila, Philippines.

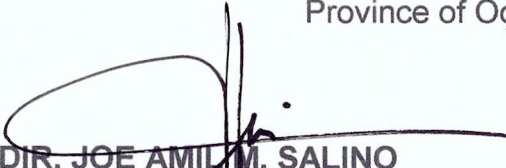
FIRST PARTY
By:


LORMELYN E. CLAUDIO, CESO IV
Regional Executive Director
DENR MIMAROPA

SECOND PARTY
By:


REYNALDO V. LABORTE, JR.
Owner / Manager
R.V.LABORTE BUILDERS


WITNESSES:
HON. EDUARDO B. GADIANO
Governor
Province of Occidental Mindoro


DIR. JOE AMIL M. SALINO
Regional Director
EMB MIMAROPA


ENGR. GLENN MARCELO C. NOBLE
Regional Director
MGB MIMAROPA


MAXIMO C. LANDRITO
OIC-Assistant Regional Director
for Technical Services
DENR MIMAROPA

Republic of the Philippines)
_____) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, personally appeared

NAME	VALID GOVT. ID NO.
LORMELYN E. CLAUDIO, CESO IV	CRN - 006 - 0011 - 4149 - 6
REYNALDO V. LABORTE, JR.	4980 - 6895 - 1860 - 4163
GOV. EDUARDO B. GADIANO	4280 - 3563 - 7297 - 4170
ENGR. GLENN MARCELO C. NOBLE	MGB - MMRP - R - 01
JOE AMIL M. SALINO	EMB - B - 102
MAXIMO C. LANDRITO	N02 - 02 - 018 034

Known to me and to me known to be the same persons who executed the foregoing instrument, and they attested to me that the same is their voluntary act and deed.

This instrument consisting of six (6) pages including this page where this Acknowledgement appears, is signed by the Parties to this instrument as appearing on each page hereof.

DEC 23 2022

WITNESS MY HAND AND SEAL this ____ day of ____ 2022 in MANILA,
Philippines.

Doc. No. 471
Page No. 96
Book No. 221
Series of 2022.

ATTY. GLENN G. CABAÑEZ
Notary Public for City of Manila
Notarial Commission No. 2020-039 Until 12/31/2021 Manila
(Under Supreme Court B.M. 3795 extended from Jan. 1 to June 30, 2022)
IBF Lifetime No. 06365 Issued on Jan. 31, 2007 Pasig City / Roll No. 33461
PTR No. 00975481 Issued on Jan. 3, 2022 Until Dec. 31, 2022 Manila
MCLE No. VI-0013305 Issued on 10/9/2018 Until April 14, 2022
Rm 201 Tower C, Suntrust Adriatico Garden, M. Adriatico St. Malate, Manila

