



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Peace & Order and Public Safety		RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE PAROLE AND PROBATION ADMINISTRATION (PPA) REGARDING THE ESTABLISHMENT OF A LOCAL PAROLE AND PROBATION OFFICE AT THE BACOR CITY GOVERNMENT CENTER.	PCR-190-2023	
V E N U E	SP Session Hall 2 nd floor, Bacoor Government Center		D A T E / T I M E	January 16, 2023/ 11:00 AM

**COMMITTEE REPORT
No. POPS-007-S-2023**

After a thorough review of all the documents presented regarding the above-mentioned subject matter, a close consultation and coordination with all the members of the Council, the undersigned arrived at a conclusion that all the documents are in order.

Thus, the Committee respectfully reports that the establishment of a local Parole and Probation Office is among the programs of the administration in order to bring the services closer for the benefit of the City of Bacoor, Cavite.

RECOMMENDATION:

In view thereof, the Committee respectfully **RECOMMENDS** to pass a resolution for the approval and immediate implementation of the above-mentioned subject matter.



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 23rd day of January, 2023 at the City of Bacoor, Cavite.



COUN. ALEJANDRO F. GUTIERREZ
Chairman



COUN. REYNALDO PALABRICA
Vice Chairman



COUN. MICHAEL SOLIS
Member



COUN. ALDE JOSELITO PAGULAYAN
Member



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Peace & Order and Public Safety		RESOLUTION AUTHORIZING CITY MAYOR, STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE PAROLE AND PROBATION ADMINISTRATION (PPA) REGARDING THE ESTABLISHMENT OF A LOCAL PAROLE AND PROBATION OFFICE AT THE BACOOR CITY GOVERNMENT CENTER.	PCR-190-2023	
VENUE	SP Session Hall 2 nd floor, Bacoor Government Center		TIME / DATE	January 16, 2023/ 11:00 AM

MINUTES OF COMMITTEE HEARING No. POPS-007-S-2023

During the Council's regular session last January 16, 2023, Councilor Alejandro F. Gutierrez moved for the approval of a resolution authorizing City Mayor, Strike B. Revilla to sign the memorandum of agreement between the City Government of Bacoor and the Parole and Probation Administration (PPA) regarding the establishment of a local Parole and Probation Office at the Bacoor City Government Center. Since the internal rules were already suspended, the motion met no objection and was unanimously seconded by the Council.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

Prepared by:


Ma. Cristina A. Gorospe
Local Legislative Staff Assistant I

Attested by:


Councilor Alejandro F. Gutierrez
Chairman
Committee on Peace & Order and Public Safety



F.1.2 PCR 190-2023 – RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE PAROLE AND PROBATION ADMINISTRATION (PPA) REGARDING THE ESTABLISHMENT OF A LOCAL PAROLE AND PROBATION OFFICE AT THE BACOOR CITY GOVERNMENT CENTER.



Republic of the Philippines
Province of Cavite

CITY OF BACOOR

Office of the Mayor

January 9, 2023

HON. ROWENA BAUTISTA-MENDIOLA

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

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

SUBJECT: Request for Authority to Enter Into and Sign the Memorandum of Agreement with the PPA

Dear Hon. Bautista-Mendiola:

The Parole and Probation Administration (PPA), under Presidential Decree No. 968, is mandated to conserve and/or redeem convicted offenders and prisoners who are under the probation or parole system. Its program sets to achieve the ff: (1) Promote the reformation of criminal offenders and reduce the incidence of recidivism, and (2) Provide a cheaper alternative to the institutional confinement of first-time offenders who are likely to respond to individualized, community-based treatment programs.

The establishment of a local Parole & Probation Office is among the programs of this administration in order to bring its services closer for the benefit of our city, our courts and our fellow Bacooresños in need of PPA's services. Attached herewith is a draft Memorandum of Agreement between the City Government of Bacoor and the Parole and Probation Administration for your reference.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will grant me the authority to enter into and sign the abovementioned Memorandum of Agreement with the PPA.

Respectfully yours,


STRIKE B. REVILLA
City Mayor

OFFICE OF THE SANGGUNIANG
RECEIVED
CONTROL NO.
J. ANLELO
E. 01-10-23
10:37
STAFF NO.
BACOOR, CAVITE



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

SBR2023D43

Address: Bacoor Government Center, Bacoor Blvd., Brgy. Baylisan, City of Bacoor, Cavite
Hotline: 434-1111 Website: www.bacoor.gov.ph

Official Website



MEMORANDUM OF AGREEMENT

KNOW ALL BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 20__ (the "Effective Date") in the City of Bacoor, Province of Cavite, Philippines, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit organized and existing under the laws of the Republic of the Philippines, with official office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite City, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, acting pursuant to the authority granted to him under City Resolution No. _____ by virtue of City Resolution No. _____ Series of 20__ approved on the _____ of the City Council of Bacoor, and hereinafter referred to as "**LGU BACOOR**"

and

The **PAROLE AND PROBATION ADMINISTRATION**, a national government agency attached to the Department of Justice, duly organized and existing under the laws of the Republic of the Philippines, with principal office in Laguna Provincial Extension Compound, National Highway, Barangay Halang, Calamba City, represented herein by its **Regional Director, Hon. SHIRLEY L. FERNANDEZ**, and hereinafter referred to as "**PPA**".

The term "Party" shall mean either LGU BACOOR or PPA, as applicable, while the term "Parties" shall mean LGU BACOOR and PPA, collectively.

WITNESSETH:

WHEREAS, the PPA needs facilities accessible to the public pursuant to its decentralization thrust to provide convenience to the transacting public and save on rental fees and equipment expenditures;

WHEREAS, LGU BACOOR has an office space that can be used as **BACOOR CITY SUB-OFFICE** (the "**OFFICE**") located in NAC Building, Bacoor Government Center Compound, Bacoor Boulevard, Barangay Bayanan, City of Bacoor, Province of Cavite;

WHEREAS, LGU BACOOR is willing to provide, at no cost to the PPA, the necessary equipment and support personnel to run and operate the **OFFICE** for the benefit of its constituents, employees, patrons, clients, customers and the general public.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants and stipulations provided herein, the Parties have mutually agreed as follows:

*Memorandum of Agreement
Parole and Probation Administration and the City Government of Bacoor*



I. **RESPONSIBILITIES OF LGU BACOR.** The LGU BACOR shall

1. Provide an office space in a strategic location at the sole discretion of LGU BACOR, within its owned or rented properties for frontline services that the **OFFICE** will offer to the transacting public. The said space should be turned over in finished condition and should have proper ventilation, air conditioning system and fully lighted. Likewise, the office space should be situated in a location where direct access is limited to authorized PPA personnel and the security thereof is assured;
2. Provide any and all equipment, machine, device and/or paraphernalia involved in or related to the effective provision of the Services, including, but not limited to computers, data communications equipment, workstations and printers
3. Provide the **OFFICE** with the necessary furniture and fixtures, including but not limited to desks, counters, chairs and cabinets.
4. Shoulder the utilities expenses to be incurred by the **OFFICE** including electricity, internet, water and telecommunications, among others;
5. Provide physical and appropriate security measures for the protection of any all materials in the **OFFICE**;
6. Be responsible in the upkeep, cleaning, repair, maintenance and security of the **OFFICE**; and
7. Provide additional office spaces, if and when additional PPA employees are deployed for other tasks/services, including investigative, technical, logistical and administrative work/assignments.

II. **RESPONSIBILITIES OF PPA.** The PPA shall:

1. PPA shall provide the following Services under this Agreement including, but is not limited to, the following:
 - a. Investigate all applicants for probation, parole and pardon who are residents of Bacoor City;
 - b. Exercise supervision over probationers, parolees and pardoness who are residents of Bacoor City; and
 - c. Promote the correction and rehabilitation of criminal offenders thru individualized, community-based treatment programs.
2. Make sure that the **OFFICE** shall be manned by PPA employees during operating hours from Monday to Friday to cater all the concerns and needs of its clientele;
3. Make sure that the office space allocated by LGU BACOR shall be used exclusively as **BACOR CITY SUB-OFFICE** and for no other purpose;



4. Provide the office supplies, bond paper and printer ink/toner/cartridges necessary.
5. Operate on the regular office hours which is from 8:00 AM to 5:00 PM Monday to Friday, except during holidays. The PPA can make provisions for Saturday and Sunday operations and advise LGU BACCOOR and the public of its additional time schedule/availability;
6. Deploy, if required, other employees to conduct other tasks including investigative, technical, logistical and administrative activity with prior approval from LGU BACCOOR; and
7. PPA cannot sublease or transfer its right to all or any part of the Office, unless with the written consent of LGU BACCOOR

III. **TERM.** The term of this Agreement shall be for a period of THREE (3) YEARS commencing from the Effective Date as above-mentioned. This Agreement may be renewed upon mutual agreement of the Parties in writing. The Party intending to renew the Agreement shall notify the other of its intention at least thirty (30) days prior to expiration.

Either Party may terminate this Agreement without cause by written notice to the other party at least thirty (30) days prior to the intended date of termination. Pre-termination by either party under this section shall be based only on valid and equitable grounds.

However, if in the assessment of the PPA that the operation of the OFFICE is no longer necessary and feasible, the closure of the OFFICE may be ordered with prior notice and consent of the LGU BACCOOR.

If either party commits a material breach under this Agreement, or commits a material breach of any other terms and conditions of this Agreement or Annex/es, or unjustifiable refusal or fails to perform any of its obligations under this Agreement, the aggrieved party may terminate this Agreement (i) effective immediately, if the breach cannot be remedied; or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the breach and the party in breach has failed to cure such breach or perform its obligations.

LGU BACCOOR, if necessary and for valid reason, may transfer the location of the OFFICE to other areas within the City of Bacoor, with the consent and approval of PPA, provided a prior written notice must be made sixty (60) days prior to the intended transfer.

IV. **REPRESENTATIONS AND WARRANTIES.** Each Party warrants and represents:

1. It has the full right, power and authority to enter into this Agreement, to undertake the transactions contemplated herein;
2. It has complied all laws, decrees, orders, ordinances, and/or regulations pertaining thereto.



3. Each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

V. **INDEMNIFICATIONS.** The PPA understands and acknowledges that the services it will offer to the patrons, guests and the general public shall be a transaction that is exclusively between PPA and the client availing of its service. Thus, all attendant responsibilities and liabilities relating to the service shall be the sole burden and shall be for the sole account of PPA. The LGU BACOOR or any valid complaint, in connection with the performance of PPA's employee, agent or representative at the OFFICE within the LGU BACOOR's assigned premises shall be PPA's accountability.

VI. **TERMINATION** The PPA Regional Director, if necessary and for valid reason, may order the closure of the Satellite office.

VII. **CONFIDENTIALITY.** In compliance with RA 10173 or the "Data Privacy Act of 2012", each Party agrees that it will, and 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.

The restriction in this Article VI shall not apply, or shall cease to apply, to any part of the information that:

- a. Is in the public domain other than by reason of a breach of paragraph A above;
- b. Was in the possession of the recipient Party or any employee, officer, director, representatives or other personnel of the recipient Party at the time of the disclosure;
- c. Was obtained in good faith from a third party entitled to disclose it;
- d. Was required to be disclosed to governmental instrumentalities pursuant to a law or lawful order issued by court or government body, provided, the disclosing party gives notice to the other Party of the order to disclose the information;
- e. Was disclosed to other partner institutions, counsels or consultants whose duties reasonably requires such disclosure, provided that such other Party shall have first agreed not to disclose the relevant information to any other person for any purposes whatsoever.

The restrictions contained in this Article VII shall survive the termination or expiry of this Agreement and up to a period of two (2) years from such termination or expiry.

VIII. MISCELLANEOUS PROVISIONS

A. **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.

B. AMENDMENTS. This Agreement and any of the Annex/es, if any, may not be modified except in writing signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.

C. ENTIRE AGREEMENT AND INTEGRATION. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, discussions, proposals, representations or warranties, whether written or oral on this subject matter.

D. 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.

E. APPLICABLE LAW/VENUE OF SUITS. This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to sign this instrument on the day and in the place written first above-written.

**PAROLE AND PROBATION
ADMINISTRATION**

By:

Hon. SHIRLEY L. FERNANDEZ
Regional Director

**CITY GOVERNMENT OF
BACOOR**

By:

Hon. STRIKE B. REVILLA
City Mayor
CITY RESOLUTION NO. _____
Series of 202_

SIGNED IN THE PRESENCE OF:

MA. JUDY R. CORRAL
Chief Probation and Parole Officer
Cavite Province Parole and Probation
Office

ATTY. JESSON G. LABAO
OIC - City Administrator
City Administrator's Office



ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in _____ personally appeared this
__ day of _____, 20__ personally appeared:

NAME	Competent Evidence of Identity	Date/Place Issued
Hon. SHIRLEY L. FERNANDEZ		
Hon. STRIKE B. REVILLA		

who have been identified by me through the foregoing competent evidence of their identities, personally appeared before me and attested to me that their signatures appearing on each page of the foregoing instrument consisting of ____ (__) pages were voluntarily affixed by them and that the instrument is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this _____ at _____

Doc. No. ____
Page No. ____
Book No. ____
Series of 20__