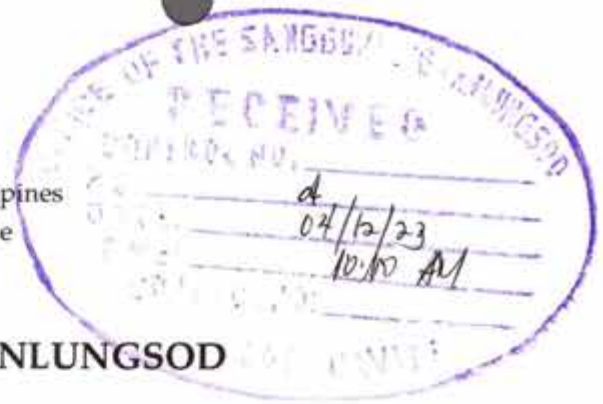




Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON PEACE & ORDER AND PUBLIC SAFETY

COMMITTEE REPORT

NO. POPS-019-2023

Subject: **RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACoor AND THE BUREAU OF FIRE PROTECTION FOR THE CONSTRUCTION AND OPERATION OF THE STRIKE! A FIRE AND RESCUE VILLAGE WHICH AIMS TO PROVIDE EDUCATIONAL AND RECREATIONAL ACTIVITIES FOR KIDS. (PCR No. 263-2023) dated MARCH 27, 2023**

After a thorough review of 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.

FINDINGS:

The committee respectfully reports that:

1. The project aims to provide an educational and recreational activity center for kids where they will be able to learn about disaster prevention and preparedness;
2. The City Government of Bacoor and the BFP envision an emergency-prepared city through an empowered youth;
3. The MOA aims to provide a frame work of cooperation and collaboration between the parties solely for the supervision, administration, operation, maintenance, and funding of the Strike! A Fire and Rescue Village;
4. The MOA shall commence on the effective date contained herein and shall expire until April 2033.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

RECOMMENDATION:

In view of the foregoing, the Committee recommends that a resolution be passed by the Sangguniang Panlungsod authorizing the City Mayor, Hon. Strike B. Revilla to sign the MOA between the City Government of Bacoor and the BFP for the construction and operation of the Strike! A Fire and Rescue Village.

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

Signed this 3rd day of April 2023 at the City of Bacoor, Cavite.

COMMITTEE ON PEACE & ORDER AND PUBLIC SAFETY



COUN. ALEJANDRO F. GUTIERREZ
Chairman



COUN. REYNALDO PALABRICA
Vice Chairman



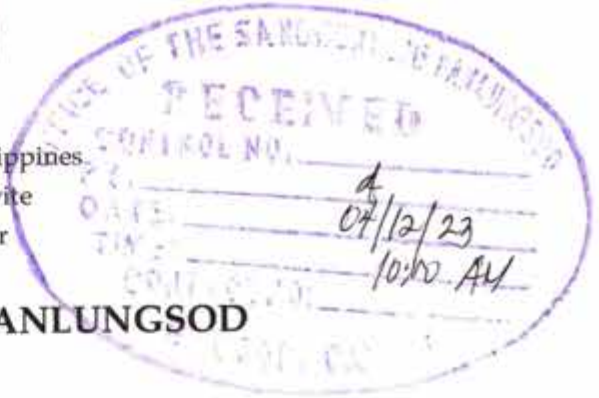
COUN. MICHAEL SOLIS
Member



COUN. ALDE JOSELITO PAGULAYAN
Member



Republic of the Philippines
 Province of Cavite
 City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON PEACE & ORDER AND PUBLIC SAFETY

COMMITTEE HEARING MINUTES

NO. POPS-019-S-2023

Subject: **RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE BUREAU OF FIRE PROTECTION FOR THE CONSTRUCTION AND OPERATION OF THE STRIKE! A FIRE AND RESCUE VILLAGE WHICH AIMS TO PROVIDE EDUCATIONAL AND RECREATIONAL ACTIVITIES FOR KIDS. (PCR No. 263-2023) dated March 27, 2023**

During the Council's regular session last March 27, 2023, Councilor Alejandro Gutierrez moved for the approval of a resolution authorizing the City Mayor, Hon. Strike B. Revilla to sign the MOA between the City Government of Bacoor and the BFP for the construction and operation of the Strike! A Fire and Rescue Village which aims to provide educational and recreational activities for kids. Since the internal rules were already suspended, the motion met no objection and was unanimously seconded by the Council.

Prepared By:

MA. CRISTINA A. GOROSPE
 Local Legislative Staff I

Attested By:

COUN. ALEJANDRO F. GUTIERREZ
 Chairman
 Committee on Peace & Order and Public Safety



- C. **PCR 268-2023** – RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMOREANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE BUREAU OF FIRE PROTECTION FOR THE CONSTRUCTION AND OPERATION OF THE STRIKE! A FIRE AND RESCUE VILLAGE WHICH AIMS TO PROVIDE EDUCATIONAL AND RECREATIONAL ACTIVITIES FOR KIDS.



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Mayor

March 24, 2023

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor of Bacoor
Bacoor Government Center
Bacoor, Cavite



Thru: **Atty. Khalid A. Atega, Jr.**
Sangguniang Panlungsod Secretary


Subject: **Request for local legislative imprimatur to allow the City Mayor to enter into agreement with the Bureau and Fire Protection and for the Strike! A Fire and Rescue Village to Operate and charge reasonable fees from the public**

Dear Hon. Bautista-Mendiola:

Per Indorsement No. 190, Series of 2023, issued by the Office of the City Legal Service, endorsing to the Office of the City Mayor a draft Memorandum of Agreement between the City Government of Bacoor and the Bureau of Fire Protection for the construction and operation of the STRIKE! A FIRE AND RESCUE VILLAGE, a project that aims to provide an educational and recreational activity center for kids where they will be able to learn about disaster prevention and preparedness, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate action that will grant me the authority to enter into and sign the abovementioned Memorandum of Agreement and for the Strike! A Fire and Rescue Village to operate and charge reasonable fees from the public.

Attached herewith is the aforementioned letter, including its attachments, from the Office of the City Legal Service for your immediate reference.

Sincerely yours,


STRIKE B. REVILLA
City Mayor

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



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

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Republic of the Philippines
Province of Cavite
CITY OF BACOOR

OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT LETTER NO. 190 S. 2023

TO: HON. STRIKE B. REVILLA
City Mayor

THRU: ATTY. PAUL MICHAEL SANGALANG
Office of the City Mayor

Sangalang
S. SANGALANG *4/10/23*

RE: Further endorsement to Sangguniang Panlungsod for Appropriate City Ordinance and City Resolution for the STRIKE! A FIRE AND RESCUE VILLAGE (SFRV) PROJECT.

DATE: 23 March 2023

This is to formally endorse to your good Office the attached draft Memorandum of Agreement between the City Government of Bacoor and the Bureau of Fire Protection for the construction and operation of the STRIKE! A FIRE AND RESCUE VILLAGE.

The project aims to provide an educational and recreational activity center for kids where they will be able to learn about disaster prevention and preparedness.

The project requires further endorsement to the Sangguniang Panlungsod for a local legislative imprimatur to allow the City Mayor to enter into the agreement and for the STRIKE! A FIRE AND RESCUE VILLAGE to operate and charge reasonable fees from the public.

Attached herewith is the draft Memorandum of Agreement.

RESPECTFULLY,

[Signature]
ATTY. NATHANIEL C. DE LEON
Office of the City Legal Service

NOTED BY:

[Signature]
ATTY. EUGENE L. DE JESUS
City Legal Officer



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MEMORANDUM OF AGREEMENT
BETWEEN THE CITY GOVERNMENT OF BACOOR
AND THE BUREAU OF FIRE PROTECTION - BACOOR CITY
FOR THE CREATION AND OPERATION OF
"STRIKE! A FIRE AND RESCUE VILLAGE"

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and executed into this _____ day of _____, 2023 (the "Effective Date"), in the City of Bacoor, Province of Cavite, by and between:

The CITY GOVERNMENT OF BACOOR, 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 _____ and herein after referred to as "LGU BACOOR";

-and-

The BUREAU OF FIRE PROTECTION (BFP), a National Agency created by virtue of Republic Act No. 6975, with office address at Camp Vicente Lim, Barangay Meyapa, Calamba City, Province of Laguna, herein represented by _____ in his capacity as Regional Director of BFP R4A CALABARZON and hereinafter referred to as "BFP".

The term "PARTY" shall mean LGU BACOOR or BFP, if applicable. While the term "PARTIES" shall mean LGU BACOOR, and BFP collectively.

WITNESSETH:

WHEREAS, it is a well-entrenched constitutional principle that "The maintenance of peace and order, the protection of life, liberty and property, and the promotion of the general welfare are essential for the employment by the people of the blessings of democracy" (Section 5, Article II, 1987 Constitution);

WHEREAS, every local government shall exercise the powers expressly granted, those necessary and appropriate, or incidental for its efficient and effective governance and those which are essential for the general welfare. (Section 16, Chapter II, Title I, Local Government Code of 1991);

WHEREAS, LGU Bacoor approved City Ordinance No. _____ Series of 2023 or An Ordinance creating the STRIKE! A Fire and Rescue Village and Appropriating Funds Therefore;

WHEREAS, the PARTIES envision an emergency-prepared city through an empowered youth;

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WHEREAS, the PARTIES commit to a partnership of engaging and training an active and participative citizenry who are well-equipped with the basic knowledge and discipline in emergency response;

WHEREAS, the PARTIES recognize that active role and effective participation of its citizens should begin at an early age of discovery;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the PARTIES hereby agree to the following terms and conditions:

1. **SCOPE OF THE AGREEMENT.** This MOA aims to provide a framework of cooperation and collaboration between the parties solely for the supervision, administration, operation, maintenance, and funding of the STRIKE! A Fire and Rescue Village.
2. **PURPOSE OF THE STRIKE! A FIRE AND RESCUE VILLAGE (SFRV).** The SFRV shall be an educational park primarily for children and their introduction and instruction to fire safety and basic emergency preparedness and for purposes incidental to the execution of the same.
3. **LOCATION.** The location and principal address of the SFRV shall be at xxx.
4. **OWNERSHIP.** The land and structure on which the SFRV shall be built is owned by LGU BACOR. The conceptualization and design of the whole facility is owned by the Bureau of Fire Protection-Bacoor. In addition, a Usufruct Agreement shall be entered into by the PARTIES for the construction of the BFP-Bacoor Molino Fire Substation.
5. **ADMINISTRATION AND OPERATION.**
 - a. **Duties and Responsibilities of LGU BACOR.**
 - i. To approve, thru the City Mayor, the submissions made by BFP as required in this MOA.
 - ii. To provide for supplemental manpower support for the administration and operation of SFRV.
 - b. **Duties and Responsibilities of BFP:**
 - i. Administration and operation of the SFRV shall be on the part of BFP.
 - ii. To provide and maintain ten (10) personnel to administer and operate the SFRV.
 - iii. The BFP shall submit to the Office of the City Mayor for its approval the following documents duly certified as true and correct by Chief BFP of the City of Bacoor every first Monday of April:
 1. Annual Operations Manual of the SFRV;
 2. Annual Development Plan of the SFRV;
 3. Annual Incident Reports of the SFRV (if necessary);

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4. Annual inventory of facilities, properties, materials, and equipment.
 - c. UTILITIES. Utilities of the SFRV such as but not limited to electricity, water, communications, shall be exclusive to the SFRV. Any adjoining government properties within the immediate vicinity of the SFRV shall be separate.
 - d. OPEN HOUSE. All Persons/Organizations/Entities can visit the facility on a walk-in basis except if there is a scheduled full educational tour. It will be opened from 8:00 AM to 5:00 PM. All scheduled full educational tours will have 30 minutes gap to allow the BFP personnel to sanitize/organize the facility.
6. FUNDING. The funding for the operation, administration, maintenance, and procurement of goods and equipment, and payment of utilities for the SFRV shall be sourced from the appropriations made in City Ordinance xxx, and the income generated from the fees charged from the use of the facility by private individuals.
7. FEES. The fees for the use of private persons of the SFRV shall be as follows:
- | | |
|---|--|
| a. Bacoor Residents: | FREE |
| b. Non-Bacoor Residents:
Entrance Fee: | Fifty Pesos (PHP50.00) |
| c. Full Educational Tour:
Students: | One Hundred Fifty Pesos (PhP 150.00) |
| Companion: | Fifty Pesos (PhP 50.00) |
| d. Use of facility:
Photoshoot: | 300/hr (Bacoor Residents)
500/hr (Non-Bacoor Residents) |
| Birthdays/other events: | 500/hr (Bacoor Residents)
1,000/hr (Non-Bacoor Residents) |
- The above-enumerated fees may be subject to twenty percent (20%) discount for Students, Senior Citizens, Persons with Disabilities, and Single Parents who are not Bacoor Residents.
 - Requests for the use of facility can only be **accepted if there is no scheduled educational tour** in order to give paramount weight to the main purpose of the facility which is to educate.
8. ACCOUNTING AND AUDITING. Fees collected by virtue of this MOA and City Ordinance No. xxx shall undergo relevant budgeting, accounting, and auditing rules and regulations, and other pertinent administrative issuances.
9. DATA PRIVACY. Information collected from private individuals shall be for the sole purpose of this MOA and may not be subject to third party transfers or

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sharing without the consent of the data subject. Relevant rules and regulations promulgated by the National Privacy Commission and the Data Privacy Act must apply.

10. PARTNERSHIPS. There shall be a non-exclusive partnership between LGU BACCOOR, and the BFP. The PARTIES may freely negotiate with other persons or entities in the utilization of SFRV for the purposes as mentioned in this MOA. However, agreements with third persons for the utilization of this facility must require the prior written approval of the City Mayor, at least seven (7) working days prior to the intended use of the SFRV.

11. AGREEMENT TERM AND TERMINATION.

- a. This MOA shall commence on the effective date contained herein and shall expire until April 2033.
- b. This MOA may be renewed by written agreement of the PARTIES for a successive one (1) year period from the automatic termination date.
- c. The termination of this agreement, upon the consensus of the PARTIES, shall also mean that the whole operation of the SFRV will likewise cease.

12. REPRESENTATION AND WARRANTIES.

- a. The PARTIES represent and warrant to each other that:
 - i. They are representing their institutions and are duly authorized by the same;
 - ii. The execution and delivery of this MOA has been duly authorized by all requisite governmental action, and will not contravene any provision of, or constitute a default, under any other agreement or instrument to which it is a party.

13. MISCELLANEOUS PROVISIONS.

- a. NON-EXCLUSIVITY. The PARTIES agree that nothing in this Agreement shall in any way preclude LGU BACCOOR from engaging the same activity or program with similar entities such as Non-governmental Organizations in the City of Bacoor.
- b. NON-LIABILITY. LGU BACCOOR assumes no liability from the acts or omissions of the other party or its employees in case of damage suffered by third persons while in the performance of its duties. This MOA shall not be construed as LGU BACCOOR's waiver of its immunity from suit. BFP agrees to release and hold free LGU BACCOOR, and its officers and employees, from any responsibility and liability arising out of the use or misuse of the SFRV facility.
- c. SEVERABILITY. In the event that any provision of this MOA is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise unenforceable, the PARTIES shall amend that provision in such

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reasonable manner as will achieve the intention of the PARTIES or any remaining provision of this MOA 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 MOA.

- d. AMENDMENTS. This agreement may not be modified except in writing, signed by the duly authorized representatives of the PARTIES after reasonable negotiations and discussions.

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

CITY GOVERNMENT OF BACCOOR.

BUREAU OF FIRE PROTECTION

HON. STRIKE B. REVILLA
DSC
City Mayor

CSUPT JAIME DOLLENTE RAMIREZ,
Regional Director, Region IV-A

SIGNED IN THE PRESENCE OF

FDIR LOUIE SURALTA PURACAN
Chief, Bureau of Fire Protection

HON. LANI MERCADO-REVILLA
Representative, 2nd District of Cavite

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the above-stated jurisdiction, this ____ day of _____, 2023 personally appeared the following known to me to be the same persons who executed the foregoing Agreement and acknowledged to me that the same is their own free and voluntary act and deed and the free and voluntary act and deed of the institutions they represent:

	ID	PLACE AND DATE OF ISSUE
HON. STRIKE B. REVILLA CSUPT JAIME D RAMIREZ		

IN WITNESS WHEREOF, I have hereunto set my hand on the day, year and place above written.

Doc No.
Page No.
Book No.
Series of 2023.

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