

## Republic of the Philippines Province of Cavite

# CITY OF BACOOR





### COMMITTEE ON PEACE AND ORDER & PUBLIC SAFETY

#### COMMITTEE REPORT

NO. POPS-049-S-2025



Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN ON BEHALF OF THE CITY GOVERNMENT OF BACOOR A MEMORANDUM OF AGREEMENT WITH THE PHILIPPINE COAST GUARD THROUGH COAST GUARD DISTRICT NATIONAL CAPITAL REGION -CENTRAL LUZON REGARDING THE RELOCATION OF THE COAST GUARD SUB-STATION BACOOR TO BARANGAY TALABA IV, CITY OF BACOOR, CAVITE. (PCR 819-2025 dated 28 April 2025).

After a thorough review of the documents presented regarding the above-mentioned subject matter, a close coordination and consultation 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 said transfer is envisioned to enhance operational efficiency by providing improved accessibility for land mobility, enabling quicker response times in disaster situations, and strengthening maritime safety and security measures. Additionally, the suggested facility is expected to better accommodate the personnel assigned to Coast Guard Sub-Station Bacoor, thereby improving overall operational effectiveness;
- The Memorandum of Agreement seeks to establish a formal collaboration for the relocation of the Coast Guard Sub-Station Bacoor. It is believed that this partnership will significantly benefit the residents of Bacoor by promoting safety, security, and preparedness in the community;
- · The Philippine Coast Guard (PCG), in coordination with the Department of Transportation (DOTr) and other appropriate government agencies, shall identify and implement a nationwide development plan for the PCG bases and other infrastructure facilities that include search and rescue, aids to navigation, maritime communications, marine pollution laboratories, medical facilities, and personnel barracks and quarters, among others so to establish strategic presence in the promotion of maritime safety, security and environmental protection.

COMMITTEE REPORT NO. POPS-049-S-2025 PCR No. 819-2025 "MOA BETWEEN THE CITY GOVERNMENT OF BACOOR AND PCG"











## Republic of the Philippines Province of Cavite CITY OF BACOOR





#### RECOMMENDATION:

In view thereof, the committee respectfully recommends the APPROVAL of the abovementioned proposed City Resolution No. 819-2025. The said partnership between the City Government of Bacoor and the PCG will significantly benefit the residents of Bacoor by promoting safety, security, and preparedness in the community.

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

Signed this 8th day of May 2025 at the City of Bacoor, Cavite.

#### COMMITTEE ON PEACE AND ORDER & PUBLIC SAFETY

COUN. ALEJAN DRØ F. GUTIERREZ

COUN. REYNALDO PALABRICA

Vice Chairman

COUN. MICHAEL SOLIS

Member

COUN. ALDE JOSELITO PAGULAYAN

Member

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# Republic of the Philippines Province of Cavite

# CITY OF BACOOR







#### COMMITTEE ON PEACE AND ORDER & PUBLIC SAFETY

# EXCERPTS FROM THE MINUTES OF THE 138th REGULAR SESSION OF THE 5th SANGGUNIANG PANLUNGSOD

NO. POPS-049-S-2025

Office of the Sanggenlang Panlandsod Received by Appet Print

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN ON BEHALF OF THE CITY GOVERNMENT OF BACOOR A MEMORANDUM OF AGREEMENT WITH THE PHILIPPINE COAST GUARD THROUGH COAST GUARD DISTRICT NATIONAL CAPITAL REGION -CENTRAL LUZON REGARDING THE RELOCATION OF THE COAST GUARD SUB-STATION BACOOR TO BARANGAY TALABA IV, CITY OF BACOOR, CAVITE. (PCR 819-2025 dated 28 April 2025)

During the Council's regular session on April 28, 2024, Coun. Alejandro F. Gutierrez, moved for the approval of a Resolution Authorizing the City Mayor, Hon. Strike B. Revilla, to sign on behalf of the City Government of Bacoor a Memorandum of Agreement with the Philippine Coast Guard through Coast Guard District National Capital Region - Central Luzon regarding the Relocation of the Coast Guard Sub-Station Bacoor to Barangay Talaba IV, City of Bacoor, Cavite. This partnership will significantly benefit the residents of Bacoor by promoting safety, security, and preparedness in the community. Since the internal rules were already suspended, the motion met no objection and was unanimously seconded by the Council. It was deemed approved by the Chair.

Prepared By:

MA. CRISTINA/A. GOROSPE Local Legislative Staff Asst. 1

Attested By:

COUN. ALEJANDRO F. GUTIERREZ

Chairman

Committee on Peace and Order &

Public Safety

COMMITTEE MINUTES NO. POPS-049-S-2025

PCR No. 819-2025 "MOA BETWEEN THE CITY GOVERNMENT OF BACOOR AND PCG"





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# Philippine Coast Guard Headquarters Coast Guard District NCR-CL COAST GUARD STATION CAVITE

Brgy. Capipisa, Tanza, Cavite 09171645480 /cgscavite@gmail.com



17 February 2025

HONORABLE STRIKE B. REVILLA City Mayor of Bacoor City of Bacoor, Cavite

Attention:

Mr. Richard T. Quion

Director, Bacoor City Disaster Risk Reduction Management

Office

Dear Sir:

Greetings from the Philippine Coast Guard!

This pertains to the proposal of relocating the Coast Guard Sub-Station Bacoor during the courtesy call of the undersigned to Honorable Mayor Strike B. Revilla of Bacoor City last 10 February 2025, the proposed relocation of Coast Guard Sub-Station Bacoor to Brgy. Talaba IV, Bacoor, Cavite was discussed.

Said transfer is envisioned to enhance operational efficiency by providing improved accessibility for land mobility, enabling quicker response times in disaster situations, and strengthening maritime safety and security measures. Additionally, the suggested facility is expected to better accommodate the personnel assigned to Coast Guard Sub-Station Bacoor, thereby improving overall operational effectiveness.

Attached herewith is the drafted Memorandum of Agreement (MOA) between the City Government of Bacoor and the Philippine Coast Guard for your reference and consideration. This agreement seeks to establish a formal collaboration for the relocation of the Coast Guard Sub-Station Bacoor. It is believed that this partnership will significantly benefit the residents of Bacoor by promoting safety, security, and preparedness in our community.

Should you have any questions or further clarification, PO1 Nelson T Ong PCG, with mobile number 09173226862, is more than willing to coordinate with your cognizant staff.

Respectfully yours,

CAPT CHARITY & COPIACO PCG

Station Commander, Coast Guard Station Cavite



#### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into by and between:

HON. STRIKE B REVILLA, Mayor, City of Bacoor, Cavite, and resident of Bacoor City, Cavite and hereinafter referred to as "FIRST PARTY";

-and-

PHILIPPINE COAST GUARD through COASTGUARD DISTRICT NATIONAL CAPITAL REGION - CENTRAL LUZON, a duly established District of the Philippine Coast Guard exercising jurisdiction over the National Capital Region, Central Luzon and part of Region IV-A, with principal office address at Muelle Dela Industria, Farola Compound, Binondo Manila, Metro Manila represented herein by its Commander, COMMO CHRISTOPHER M MENIADO PCG, hereinafter referred to as "SECOND PARTY";

#### -WITNESSETH-

WHEREAS, the SECOND PARTY, in coordination with Department of Transportation (DOTr) and other appropriate government agencies, shall Identify, and implement a nationwide development plan for the PCG bases and other infrastructure facilities that include search and rescue, aids to navigation, maritime communications, marine pollution laboratories, medical facilities, and personnel barracks and quarters, among others so to establish strategic presence in the promotion of maritime safety, security and environmental protection;

WHEREAS, the relocation of Coast Guard Sub-Station Bacoor to promote and strengthen the maritime safety, maritime security, maritime environmental protection, maritime law enforcement and other coast guard function of all applicable laws within the waters of Bacoor and the country's maritime jurisdiction. It may also easily apprise the local populace and stakeholders for any policies and measures of PCG to protect and safeguard the waters of Bacoor and its marine resources;

WHEREAS, FIRST PARTY, has authorized SECOND PARTY to occupy and maintained the office space/building located at BDRRM Office, City Operations Center Building, Brgy. Talaba IV, City of Bacoor, Cavite, Philippines.

WHEREAS, FIRST PARTY, shall provide an office space/building to the SECOND PARTY to be used as relocation of new Sub-Station Building within the vicinity of Brgy. Talaba IV, City of Bacoor, Cavite, Philippines.



**WHEREAS, FIRST PARTY**, consider it to be in the interest of public service that said office space /building of in the above-mentioned location be used exclusively by the Philippine Coast Guard Sub-Station Bacoor personnel as their billeting and office space;

**NOW THEREFORE,** in consideration of the mutual herein contained, the PARTIES agree as follows:

# Article I. Duties and Responsibilities of0020FIRST PARTY:

- Shall provide the SECOND PARTY an office space/building for office and billeting space for Coast Guard Sub-Station located at BDRRM Office, City Operations Center Building, Brgy. Talaba IV, City Bacoor, Cavite, Philippines free of charge;
- Shall allow the SECOND PARTY the access to the water supply, electricity and other utilities with the assigned service providers;
- Shall cooperate in the implementation and promotion of PCG' core function in maritime safety, marine environmental protection, maritime security, maritime search and rescue and enforcement of all applicable laws within the waters of Bacoor and the country's maritime jurisdiction;
- 4. Shall ensure the peaceful, uninterrupted and undisturbed occupation of the subject property by SECOND PARTY and Bacoor (CGSS) other entities occupying the vicinity within the said property shall be advised for that matter;
- Shall allow the SECOND PARTY and Bacoor (CGSS) to construct, renovated, install and maintain at its own expense improvements and/or facilities as may be necessary and useful to its operation.

# Article II. Duties and Responsibilities of SECOND PARTY:

- Use and develop the allocated office space/building as an office and billeting space of Coast Guard Sub-Station Bacoor.
- 2. Maintained the duly designated area in clean and sanitary condition;
- Be primarily responsible for actual supervision and control of its personnel/troops while within the premises of the property.

#### Article III. Other Provisions:

- Either Party shall not hold each other, its officers and employees accountable for damages and free the same from any civil, administrative or criminal liability arising from any untoward incident that may arise which is directly or indirectly related to activities attributed solely to the acts, fault, omission or negligence each other's personnel.
- 2. This MOA embodies the entire agreement of the Parties. There are no terms, conditions or stipulations other than those set forth. No amendment, modification or waiver on any of the provisions of this Agreement or any consent to any departure therein, shall in any event be effective unless the same be made in writing and signed by the parties concerned.

3. Should any provision, section or part of this agreement be adjudged or declared illegal or unconstitutional by any court of competent jurisdiction, such judgment shall not affect not impair the remaining provisions, sections or part which shall continue to be in force and effect. The **Parties** agree to substitute the nullified provision with a valid and enforceable one.

4. This MOA is automatically renewed after the aforesaid period unless a Party shall communicate to the other Party its intention to terminate. No termination of this MOA shall be affected until written notice of the same is furnished by the party concerned to the other party at least forty-five (45) days prior to the proposed date termination. Unless for extremely justifiable reason as agreed upon by the Parties, no termination shall take effect within

five (5) years from the effectivity of this MOA.

5. Should the parties agree on the termination of this MOA, the SECOND PARTY and its personnel shall be allowed removed any and all properties, structure, improvement, and equipment the may be removed without causing damage to the subject land and the property occupied by SECOND PARTY. Consequently, the SECOND PARTY shall be given ample time to comply with the aforesaid, and to make due notice to its stakeholders of the such removal or transfer;

The Parties hereby warrant that their respective representatives area duly authorized to enter, agree, sign, and bind them to this Agreement. This Agreement shall be valid and binding upon the

parties here to and their successor-in-interest.

7. Should any dispute related to this Agreement and/or the rights and obligations of the Parties enshrined herein arise, the same shall be submitted first to mutual consultation, mediation and arbitration before going to the court-in order of application and applying the applicable Rules on Alternative Dispute Resolution (ADR) for Dispute Between National Government Agencies. The venue of proceeding shall be in the City of Manila;

 In case of a court suit, the venue shall be the proper courts of the City of Manila, to the exclusion of all other courts elsewhere

situated.



day of 2025 in th	ne, Philippines.
FIRST PARTY	SECOND PARTY
By:	By:
HON. STRIKE B REVILLA City Mayor Bacoor , Cavite	COMMO CHRISTOPHER M MENIADO
	Commander, Coast Guard District NCR Central Luzon
SIGNEI	O IN THE PRESENCE OF:

