

Republic of the Philippines Province of Cavite

CITY OF BACOOR







COMMITTEE ON PEACE AND ORDER & PUBLIC SAFETY

COMMITTEE REPORT

NO. POPS-051-S-2025



Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND CAVITE PROVINCE PAROLE AND PROBATION OFFICE ON THE CONTINUOUS OPERATION OF THE LATTER IN BACOOR CITY, CAVITE. (PCR 830-2025 dated 19 May 2025).

After a thorough review of the documents presented regarding the abovementioned 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 Cavite Province Parole and Probation Office Sub-Office in Bacoor City, Cavite, caters investigation referrals from Bacoor City RTCs and MTCCs, as well as probation and parole supervisions, who are Bacoor City residents;
- · The Parole and Probation Administration (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;
- The Local Government of Bacoor has an office 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:
- · The LGU of 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.

RECOMMENDATION:

In view thereof, the committee respectfully recommends the APPROVAL of the above-mentioned proposed City Resolution No. 830-2025. The said Memorandum of Agreement between the City Government of Bacoor and the Cavite Province Parole and Probation Office will focus on the continuous operation of the latter's Sub-Office in Bacoor City, Cavite.

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Republic of the Philippines Province of Cavite

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

Signed this 9th day of June 2025 at the City of Bacoor, Cavite.

COMMITTEE ON PEACE AND ORDER & PUBLIC SAFETY

COUN. ALEJANDRO F.

Chairman

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 140th REGULAR SESSION OF THE 5th SANGGUNIANG PANLUNGSOD

NO. POPS-051-S-2025



Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND CAVITE PROVINCE PAROLE AND PROBATION OFFICE ON THE CONTINUOUS OPERATION OF THE LATTER IN BACOOR CITY, CAVITE. (PCR 830-2025 dated 19 May 2025).

During the Council's regular session on May 19, 2024, Coun. Alejandro F. Gutierrez, moved for the Approval of a Resolution Authorizing the City Mayor, Hon. Strike B. Revilla, to Sign a Memorandum of Agreement Between the City Government of Bacoor and Cavite Province Parole and Probation Office on the Continuous Operation of the Latter in Bacoor City, Cavite. The said office caters investigation referrals from Bacoor City RTCs and MTCCs, as well as probation and parole supervisions, who are Bacoor City residents. 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

Chairperson

Committee on Peace and Order &

Public Safety

COMMITTEE MINUTES NO. POPS-051-S-2025

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PCR No. 830-2025 "MOA BETWEEN THE CITY GOVERNMENT OF BACOOR AND CAVITE PROVINCE PAROLE AND PROBATION













06 May 2025

HON. ROWENA BAUTISTA-MENDIOLA

Vice Mayor, City of Bacoor 6th Floor, New Bacoor Legislative Building Bacoor City, Province of Cavite

OFFICE OF THE SANGGUNANG FANLUNGSOD RECEIVED BY:RUTH | UM DATE: 51/25 TIME 1641 BACCOR CITY CAVITE

THRU

Atty. KHALID A. ATEGA JR.

Sanggunian Panlungsod Secretary

Sangguniang Panlungsod

SUBJECT

REQUEST FOR A CITY RESOLUTION AUTHORIZING THE

CITY MAYOR TO RENEW THE MEMORANDUM OF

AGREEMENT WITH THE CAVITE PROVINCE PAROLE AND

PROBATION OFFICE

Dear Hon. Bautista-Mendiola.

Greetings in the name of public service!

We are respectfully requesting to your good office to enact and approve the issuance of a City Resolution approving the undersigned to sign the MEMORANDUM OF AGREEMENT between the City Government of Bacoor and Cavite Province Parole and Probation Office that focuses on the continuous operation of Cavite Province Parole and Probation Office Sub-Office in Bacoor City, Cavite.

The Cavite Province Parole and Probation Office Sub-Office in Baccor City, Cavite, caters investigation referrals from Bacoor City RTCs and MTCCs, as well as probation and parole supervisions, who are Bacoor City residents.

In consideration of the foregoing, I respectfully request the esteemed members of the Sangguniang Panlungsod to enact a resolution approving the undersigned to sign the Memorandum Of Agreement between the City Government of Bacoor and Cavite Province Parole and Probation Office. A copy of the Memorandum of Agreement will be provided to your good office immediately.

Thank you very much.

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Sincerely yours.

STRIKE B. REVILLA

City Mayor*

Address Bacoor Government Center Bacoor Blvd





Cert to 24/181809



Republic of the Philippines Department of Justice

PAROLE AND PROBATION ADMINISTRATION



DOJ Building, Government Center E. Aguinaldo Highway, Imus City, Cavite

2(46) 489-2160 Attan Approhenting mis-to





April 28, 2025

HON. STRIKE B. REVILLA City Mayor Bacoor Government Center, Bayanan Bacoor City, Cavite

Subject: Request for Renewal of Memorandum of Agreement

Hon. Mayor Strike B. Revilla,

Greetings from Cavite Province Parole and Probation Office.

We would like to thank you for accommodating us in a courtesy call we had on April 14, 2025 in your good office, as the newly reassigned head of this office, the Cavite Province Parole and Probation Office and Bacoor City Parole and Probation Sub-Office, with Sr. PPO Riza M. Dejan as assigned officer in the said sub-office. During the said meeting, the undersigned heeded her request for the renewal of Memorandum of Agreement which will be expired by June 2025. In this connection, we are respectfully forwarding to your office the copy of Memorandum of Agreement for the continuous operation of Cavite Province Parole and Probation Office Sub-Office in Bacoor City, Cavite, which cater investigation referrals from Bacoor City RTCs and MTCCs, as well as probation and parole supervisions, who are Bacoor City residents.

We are grateful on your unwavering support and assistance in our programs for probationers and parolees and we are giving you the assurance that we will continue giving the best service that we could give to the people of Bacoor City.

Thank you for your continued support.

Sincerely,

RODITA C. SANTOS

Chief Probation and Parole Officer

ESO 9001,2015 Certificate Nest Pf0, 22013

MEMORANDUM OF AGREEMENT

KNOW ALL BY THESE PRESENTS

This MEMORANDUM OF AGREEMENT (the "Agreement" is made and entered _20__ (the "Effective Date") in the City of Baccor. 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 by virtue of City Resolution No. 2023-161 Series of 2023. approved on the 16th day of January 2023 of the City Council of Baccor, and hereinafter referred to as "LGU BACCOR".

> > 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

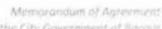
WITNESSETH

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, Baccor Boulevard, Barangay Bayanan, City of Baccor, 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





Parale and Probation Administration and the City Government of Racoult

RESPONSIBILITIES OF LGU BACOOR. The LGU BACOOR shall

- T. Provide an office space in a strategic location at the sole discretion of LGU BACOOR, 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.
- Provide physical and appropriate security measures for the protection of any and 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.

RESPONSIBILITIES OF PPA. The PPA shall

- PPA shall provide the following Services under this Agreement including, but is not limited to, the following.
 - Investigate all applicants for probation, parole and pardon who are residents of Baccor City
 - Exercise supervision over probationers, parolees and pardoness who are residents of Baccor City, and
 - 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 8ACOOR shall be used exclusively as BACOOR CITY SUB-OFFICE and for no other purpose.
- 4. Provide the office supplies, bond paper and printer ink/toner/cartridges necessary;

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

- 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 edvise LGU BACOOR and the public of its additional time schedule/evaliability.
- B Deploy, if required, other employees to conduct other tasks including investigative technical logistical and administrative activity with prior approval from LGU BACOOR; and
- 7 PPA cannot sublease or transfer its right to all or any part of the Office unless with the written consent of LGU BACOGR.
- III. TERM The term of this Agreement shall commence from the Effective Date and shall expire until June 30, 2025 unless sooner terminated by either of the Parties in writing. 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 ordered with prior notice and consent of the LGU BACOOR.

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 Annexies, or unjustifiable refusal or falls to perform any of its obligations under this Agreement, the aggreed 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 BACOOR, 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
 - It has the full right, power and authority to enter into this Agreement, to undertake the transactions contemplated herein.
 - 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

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Parole and Probation Administration and the City Government of Bacons

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- 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
- 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.
- 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.
- 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 whatspever.

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 <u>SEVERABILITY</u> 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

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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 Annexies, 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 supersede 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
- 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 Baccor City Philippines, to the exclusion of all other venues

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

PAROLE AND PROBATION **ADMINISTRATION**

Hon, SHIRLEY L. FERNANDEZ Regional Director

CITY GOVERNMENT OF BACOOR By

Hon STRIKE B. REVILLA City Mayor

CITY RESOLUTION NO. 2023-161

Series of 2023

SIGNED IN THE PRESENCE OF

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

Office

ATTY JESSON G. LABAO O/C - City Administrator City Administrator's Office

ACKNOWLEDGEMENT

Republic of the Philippines) City Baccor, Province of Cavite (S.S.

BEFORE ME. a Notary Public for and in _______ personally appeared this _______
day of _APR _1 a 2RE _20 _____ personally appeared

NAME	Competent Evidence of Identity	Date/Place Issued
Hon, SHIRLEY L. FERNANDEZ	UMID 10 CRN- 006- 0058-4395-7	
Hon. STRIKE B. REVILLA		

who have been identified by me through the foregoing competent evidence of their identifies, personally appeared before me and attested to me that their signatures appearing on each page of the foregoing instrument consisting of six (6) 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 CITY OF BACOON

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