



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor (Acting City Vice-Mayor)

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BAUTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

**CITY RESOLUTION NO. 2025-721
Series of 2025**

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE PAROLE AND PROBATION ADMINISTRATION (PPA) ON THE CONTINUOUS OPERATION OF CAVITE PROVINCE PAROLE AND PROBATION SUB-OFFICE IN BACOR CITY, CAVITE.

Sponsored by:

Hon. Alejandro F. Gutierrez

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan and Hon. Michael E. Solis. Hon. Levy M. Tela

WHEREAS, on 16 January 2023, the Sangguniang Panlungsod passed a resolution entitled: "A Resolution Authorizing The 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".

WHEREAS, on 7 May 2025, the Office of the City Mayor formally requested the Sangguniang Panlungsod to pass a resolution authorizing the Honorable Mayor Strike B. Revilla to sign a Memorandum of Agreement (MOA) between the City Government of Bacoor and the Parole and Probation Administration on the continuous operation of Cavite Province Parole and Probation Sub-Office in Bacoor City, Cavite.

WHEREAS, the signing and continuous implementation of the proposed Memorandum of Agreement is consistent with the duty of the City Government of Bacoor under its charter (Republic Act No. 10160) to maintain peace and order by enacting measures to prevent and suppress lawlessness.

WHEREAS, the City Mayor has the power to represent the City in its business transactions and sign on its behalf all contracts upon authority of the Sangguniang

1 City Resolution No. 2025-721, 19 May 2025





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HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor



Panlungsod under Republic Act No. 7160 or the Local Government Code of 1991.

NOW THEREFORE, upon motion of Hon. Alejandro F. Gutierrez unanimously seconded by the council in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod to pass this resolution authorizing the City Mayor to sign a MOA with the Cavite Province Parole and Probation Office on behalf of the City Government of Bacoor on the continuous operation of Cavite Province Parole and Probation Sub-Office in Bacoor City, Cavite.

RESOLVED FURTHER, to furnish the Office of the City Mayor, the Cavite Province Parole and Probation Sub-Office – Bacoor City, Cavite and other government agencies concerned with copies of this Resolution.

APPROVED this 19th day of May 2025 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I certify that the foregoing Resolution was duly approved in accordance with law.

Certified by:

HON. REYNALDO D. PALABRICA
Acting Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA
Acting City Mayor

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 BACOR**, 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 Bacoor, and hereinafter referred to as "**LGU BACOR**"

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 BACOR or PPA, as applicable, while the term "Parties" shall mean LGU BACOR 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 BACOR has an office space that can be used as **BACOR 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 BACOR 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 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.

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 pardoners 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 BACOOR 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 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 BACOOR

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.

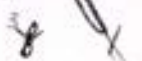
However, if in the assessment of the PPA that the operation of the OFFICE is no longer necessary and feasible, the closure of the OFFICE may be ordered with prior notice and consent of the LGU BACOOR.

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 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 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:

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.



Defendant

Ma. Judy Carat

- 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 BACOR or any valid complaint, in connection with the performance of PPA's employee, agent or representative at the OFFICE within the LGU BACOR'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 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 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:

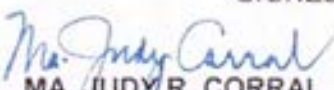

Hon. SHIRLEY L. FERNANDEZ
Regional Director

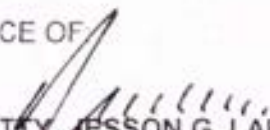
**CITY GOVERNMENT OF
BACOR**

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
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 APR 13 2023, 20____ personally appeared:

NAME	Competent Evidence of Identity	Date/Place Issued
Hon. SHIRLEY L. FERNANDEZ	UMID ID CRN- 006 - 0058-4390-7	
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 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 APR 14 2023 at **CITY OF BACORR**

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Series of 2023

ATTY. EUSEBIO L. DE JESUS
NOTARY PUBLIC
UPPER GROUNDS CITY GOVERNMENT
CENTER 1, UPPER GROUNDS CITY, CAVITE
PTR NO. 1000007-4-2017, CAVITE
IDP LIFETIME MEMBER NO. 001524
ROLL NO. 6846
MCLE IV-002/345/APRIL 2017

Prof. J. J. J.
Mr. Jody Caral