



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-201
Series of 2023

A RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE USUFRUCT AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE BUREAU OF FIRE PROTECTION (BFP) FOR THE USE OF A PROPERTY LOCATED AT DAANG HARI ROAD, BARANGAY MOLINO IV, BACOOR CITY, FOR THE ESTABLISHMENT OF THE BACOOR CITY SUBSTATION.

Sponsored by:

Hon. Alejandro F. Gutierrez

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero Jr, Hon. Rogelio M. Nolasco, Hon. Michael E. Solis, Hon. Reynaldo D. Palabrica and Hon. Levy M. Tela.

WHEREAS, the 1987 Constitution mandates local government units (LGUs) to exercise the powers necessary, appropriate, or incidental for the promotion of the general welfare. Likewise, Section 56 of Republic Act No. 6975 mandates LGUs to provide necessary sites for the establishment of fire stations.

WHEREAS, the City Government of Bacoor has offered the Bureau of Fire Protection the use of a parcel of land located at Daang Hari Road, Executive 2 Annex Subdivision, Barangay Molino IV, Bacoor City, Cavite, as the site for a new Bacoor City Sub-Station. The use of the said parcel of land will be governed by a Usufructuary Agreement, a draft of which is deemed incorporated and made integral to this Resolution.

WHEREAS, under the Draft Usufruct Agreement, the BFP shall bear the burden of preserving the property and ensuring its usefulness for the future use of the City Government of Bacoor, while the latter retains ownership of the said properties. Furthermore, under the Draft Usufruct Agreement, the BFP is obliged not to sell, dispose, encumber, or tolerate the use of the properties by a third party unless the City Government of Bacoor first gives its consent. The Usufruct Agreement also provides that the City Government shall subsidize the electricity bills of the BFP on the said site up to

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
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. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor



Office of the Sangguniang Panlungsod

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[Signature]
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City Vice Mayor

Noted by:
[Signature]

HON. STRIKE B. REVILLA
City Mayor

P10,000.00 per month and its water bills up to P3,000.00 per month.

WHEREAS, the Draft Usufruct Agreement, if signed and implemented as written, would be of great benefit to the people of Bacoor and to the City Government considering that it would outsource the establishment, maintenance, and operation of a fire sub-station to an agency specialized in such. Furthermore, it is in full compliance of Republic Act No. 6975.

WHEREAS, under the Local Government Code of 1991, the City Mayor shall represent the city in all its business transactions and sign on its behalf all contracts upon authority of the Sangguniang Panlungsod. Moreover, no contract may be entered into by the local chief executive without the Sangguniang Panlungsod's prior authorization.

NOW THEREFORE, upon motion of Hon. Rogelio M. Nolasco, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the signing of the Draft Usufruct Agreement between the City Government and the BFP covering the parcel of land property located at Daang Hari Road, Barangay Molino IV, Bacoor City, for the establishment of the Bacoor City sub-station.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the BFP, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED on the 27th day of February 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified by:

[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod

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ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:


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Official Business

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City Councilor

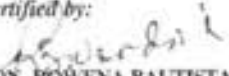
HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MACARAYAN ESPERITU
SK Federation President

Attested by:

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

Certified by:


HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered by and between:

The **CITY GOVERNMENT OF BACCOOR**, a local government unit duly organized and existing pursuant to law, with office address at Bacoor Government Center, Molino Boulevard, Brgy. Bayanan, Bacoor City, Cavite, represented by its City Mayor, **HON. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____, Series of _____, approved _____, of the City Council of Bacoor City, Cavite, hereinafter referred to as the "**LGU**"

and

The **BUREAU OF FIRE PROTECTION**, a national agency created and mandated to enforce the Fire Code of the Philippines of 2008 and its Revised Implementing Rules and Regulation (RIRR) as provided for in Republic Act No. 9514, represented by **CINSP ALMA CASSANDRA A GARDOSE**, City Fire Marshal of Bacoor City, Cavite, hereinafter referred to as the "**BFP**"

WITNESSETH:

WHEREAS, Section 5 of Republic Act 9514 also known as the Fire Code of the Philippines of 2008 and its Revised Implementing Rules and Regulations (RIRR) authorizes the Chief of the BFP to enter into Memorandum of Agreement with other departments, bureaus, agencies, offices, and corporations of the government, as well as private institutions, in order to define areas of cooperation and coordination and delineate responsibility on fire prevention education, fire safety, fire prevention, fire suppression and other matters of common concern;

WHEREAS, Section 12(h) of Republic Act No. 9485, as amended by Section 11 of 11032 has vested the BFP the discretion to enter into agreements with cities or municipalities to allow the latter to assess and collect fire safety inspection fees;

WHEREAS, Section 11 Rule IX of the Implementing Rules and Regulations of RA 11032 has set the guidelines for the Local Government Unit to be designated as collecting agent, to wit:

"a. For one-time assessment of business-related fees for Business Permit, LGUs may be designated to assess 'the ordinary' fire safety inspection fees (FSIF), provided that the BFP is able to check the accuracy of the computation and to certify the tax order of payment.

b. For one-time payment of business related fees, the BFP may allow the designation of city or municipality as collecting agents for the FSIF provided that the remittance of the said fee to the BFP shall be made not later than two (2) days after the transaction is made. The BFP is not precluded from collecting additional fees required after their assessment subject to existing laws and regulations.

c. The LGU and the BFP, thru the local fire marshal, may enter into a Memorandum of Agreement giving authority to local government officers for collection and automatic remittance of applicable fees."

WHEREAS, for purposes of this agreement, ordinary fire safety inspection fees shall pertain to the Fire Safety Inspection Fee described in Section 12.0.0.2 (A) (6) of the RIRR of RA 9514, thus: "Fee charged for the conduct of Fire Safety Inspection equivalent to fifteen percent (15%) of all fees charged by the Local Government Unit or Philippine Economic Zone Authority (PEZA), but in no case shall be lower than Five Hundred Pesos (Php500.00)."

NOW THEREFORE, in consideration of the foregoing the Parties hereby agree as follows:

BUSINESS PERMIT APPLICATION:

LGU shall:

1. Establish an automated system which may be used by the BFP as part of its system;
2. Provide the BFP a Business ID No. that is unique to only one establishment;
3. Provide the BFP access to the LGU's automated system to generate the "red flag" for non-compliant business establishments, and also view registered business establishments in the locality;
4. Provide the BFP list of all taxes and fees being collected by the local government during business permit renewal, and confirm from the BFP which from among the list should be included in the computation of FSIF, which shall be specifically coded in the Tax Order of Payment (TOP) and Official Receipt (OR) for easy reference and verification by the BFP;
5. Establish a mechanism in handling those with under assessment issues and to give the BFP a chance to object in the computation;
6. Compute the required fees and taxes for issuance of business permits and integrate the computation of the BFP's FSIF on its assessment of fees;
7. Provide the BFP, or at least make available upon demand, one clear copy of TOP issued to each applicant on a daily basis;
8. Collect FSIF from the applicant following the reflected amount in the TOP and make sure that all regulatory fees where such FSIF are based are specifically and individually listed and coded in the OR;
9. Provide the BFP, or at least make available upon demand, one clear copy of OR issued to each applicant on a daily basis;
10. Remit all collected FSIF and other Fire Code related fees (100% of the collected amount) within two (2) working days after transaction directly to the BFP, so these maybe reflected in the BFP's system and in compliance with Presidential Decree No.1445 also known as Government Auditing Code of the Philippines;
11. Provide a weekly summary report of all collections made from business applicants/establishments to concerned BFP Fire Station thru email, not later than the first working day of the coming week, specifically indicating the name of the payers, date of payment, kind and amount of taxes and fees collected;
12. Act promptly and take necessary corrective action on any discrepancy from its reports in the assessment, collection and remittance of Fire Code Construction Tax and other related fees;
13. Coordinate with BFP in establishing a system of online payment of fees and related charges and other electronic payment scheme to facilitate the on-time assessment and payment of business permit-related fees and charges.
14. In case, the collected Fire Code fees is deposited to the Authorized Government Depository Bank (AGDB), the BFP shall be provided with a certified true copy of a Validated Deposit Slip or Cash Transaction Slip. The Fire Code fees collected should be remitted to the Special Account in the General Fund (Code 151).

BFP shall:

1. Coordinate with the LGU on the list of regulatory fees to be included in the ordinary FSIF's computation and the code to be used for the items;
2. Provide the LGU with the List of Establishment with issued Fire Safety Inspection Certificates (FSIC) which will serve as their basis in the renewal of Business Permit or Positive List of Compliant Establishments. It is the responsibility of the BFP to ensure that the List is UPDATED and that changes are immediately coordinated with the LGU;
3. Secure copy of TOPs; ORs and/or Validated Deposit Slips/Cash Transaction Slips from LGU;
4. Inform the LGU discrepancy found in the documents or during the conduct of inspection;
5. Issue Official Receipt to LGU for every remittance of collections made to the BFP;

BUILDING PERMIT APPLICATION:

LGU shall:

1. Develop an automated system for the submission and processing of building permit application and coordinate with BFP in establishing a system of online payment of fees and related charges and other electronic payment scheme to facilitate the on-time assessment and payment of building permit-related fees and charges;
2. Provide the BFP, or at least make available upon demand, one clear copy of TOP issued to each applicant on a daily basis;
3. Collect Fire Code Construction Tax and other related fees from the applicant following the reflected amount in the BFP's issued OPS and to make sure that all are specifically and individually, listed and coded in the Official Receipt;
4. Provide the BFP, or at least make available upon demand, one clear copy of OR issued to each applicant on a daily basis;
5. Remit all collected Fire Code Construction Tax and other Fire Code related fees (100% of the collected amount) within two (2) working days after transaction directly to the BFP, so these maybe reflected in the BFP's system and in compliance with Presidential Decree No.1445;
6. Provide a weekly summary report of all collections made from business applicants/establishments to concerned BFP Fire Station thru email, not later than the first working day of the coming week, specifically indicating the name of the payers, date of payment, kind and amount of taxes and fees collected;
7. Provide the BFP list of issued Building Permits (every 5th day of the month) for their reference in anticipation of the applicant's future application for a Certificate of Occupancy;
8. Act promptly and take necessary corrective action on any report of discrepancy from the reports issued by any of its offices to the BFP;
9. Coordinate with BFP in establishing a system of online payment of fees and related charges and other electronic payment scheme to facilitate the online assessment and payment of building permit-related fees and charges;

10. Strictly not issue building permit without applicant first securing Fire Safety Evaluation Clearance (FSEC) from the BFP.

BFP shall:

1. Receive with complete documentary requirements and process the endorsed Application for FSEC and Building Plans from LGU through OBO;
2. Assess the Fire Code Construction Tax and prepare the OPS and endorse back to LGU through the application together with the FSEC and/or NOD with checklist;
3. Immediately inform the LGU of any discrepancy found in the documents and reports received.

OCCUPANCY PERMIT APPLICATION

LGU shall:

1. After inspection, endorse to the BFP through OBO the Application for Occupancy to the BFP together with the Certificate of Completion and its Certificate of Final Electrical Inspection (CFEI);
2. Provide the BFP, or at least make available upon demand, one clear copy of TOP issued to each applicant on a daily basis;
3. Collect FSIF as reflected in the TOP and OPS and make sure that all regulatory fees where such FSIF are based are specifically and individually listed and coded in the OR;
4. Provide the BFP one (1) clear copy of OR as proof of payment;
5. Remit all collected FSIF and other Fire Code related fees (100% of the collected amount) within two (2) working days after transaction directly to the BFP, so these maybe reflected in the BFP's system and in compliance with PD 1445;
6. Provide a weekly summary report (printed and electronic copy) of all Fire Code Fees Collections made not later than the first working day of the week, specifically indicating the names of the payers, dates of the payments, and the kind and amount of taxes and fees collected;
7. Provide the BFP with the List of Issued Certificates of Occupancy (every 5th day of the month).
8. Act promptly and take necessary corrective action on any report of discrepancy from the reports issued by any of its offices to the BFP;
9. Coordinate with BFP in establishing a system of online payment of fees and related charges and other electronic payment scheme to facilitate the on-time assessment and payment of occupancy permit-related fees and charges;
10. Through OBO shall not issue in any circumstance the Certificate of Occupancy to establishment without a valid Fire Safety Inspection Certificate.

The BFP shall:

1. Accept, receive and process endorsed Application for Occupancy with complete documentary requirements from LGU through OBO and perform the corresponding courses of action related to the conduct of fire safety inspection and if found compliant issue FSIC if noncompliant issue NOD;
2. Endorsed back to LGU through OBO the processed application with attachment of (FSIC or NOD);

3. Immediately inform the LGU of any discrepancy found in the documents and reports receive from OBO.

Jointly, the Parties agree to automatically revoke this agreement in the event that disputes arising from assessment, collection and remittance are not settled within three (3) months after the reports of discrepancy are submitted by the BFP to concerned office of the LGU.

In case any provision in this Agreement shall be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions hereof and thereof shall not in any way be affected or impaired thereby.

This Memorandum of Agreement shall take effect upon signing of both parties and shall be valid for one (1) year after approval, and renewable upon consent of both parties.

IN WITNESS WHEREOF, the parties here unto affixed their signatures this ____ day of _____, 202__ in the City of Bacoor, Cavite, Philippines.

BACCOOR CITY, CAVITE
By:

BUREAU OF FIRE PROTECTION
By:

HON. STRIKE B. REVILLA
Mayor

CINSP ALMA CASSANDRA A GARDOSE
City Fire Marshal

Signed in the Presence of:

ACKNOWLEDGEMENT

BEFORE ME, this ____ day of _____, 2021 in _____, personally appeared:

Name	Competent Evidence of Identity	Place and Date of Issue / Validity
<u>HON STRIKE B. REVILLA</u>	_____	_____
<u>CINSP ALMA CASSANDRA A GARDOSE</u>	_____	_____

known to me to be the same persons who executed the foregoing MEMORANDUM OF AGREEMENT, and acknowledged that same are their free act and deed and of the respective entities they represent.

Doc No.: _____;
Page No.: _____;
Book No. _____;
Series of _____;