



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councillor

HON. MICHAEL E. SOLIS
City Councillor

HON. ADRIELITO G. GAWARAN
City Councillor

HON. VICTORIO L. GUERRERO, JR.
City Councillor

Sick Leave

HON. ALEJANDRO F. GUTIERREZ
City Councillor

HON. LEVY M. TELA
City Councillor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councillor

HON. REYNALDO D. PALABRICA
City Councillor

HON. REYNALDO M. FABIAN
City Councillor

HON. ROGELIO M. NOLASCO
City Councillor

HON. ALDE JOSELITO F. PAGULAYAN
City Councillor

HON. SIMPLICIO G. DOMINGUEZ
City Councillor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:
ATTY. KILANIL A. MTEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023-293
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, THE DEPARTMENT OF EDUCATION- CITY SCHOOLS DIVISION OF BACOR, AND THE LIGA NG MGA BARANGAY RELATIVE TO THE DEVELOPMENT OF PROGRAMS THAT WILL PREVENT CURFEW VIOLATIONS BY MINORS.

Sponsored by:
Hon. Reynaldo D. Palabrica

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. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Michael E. Solis, and Hon. Levy M. Tela

WHEREAS, the city government is committed not only to promote peace and order but to also protect the youth from criminals who usually prey on their victims at night.

WHEREAS, in line with the said commitment, City Ordinance No. 7 S-2002 was enacted on October 4, 2002 which revised the policies of the local government on curfew for minors. In consonance with Section 10 of City Ordinance No. 228-2022 (the "Uniform Implementation Procedure Ordinance) which was approved by the Sangguniang Panlungsod on 27 September 2022, the city government has consistently enforced the provisions of the aforesaid ordinance on curfew. Considering, however, that no criminal liability can be imposed against minors who violate curfew, a more holistic approach is needed in order to implement the said ordinance.

WHEREAS, on 5 July 2023, a letter from the City Mayor was received by the Sangguniang Panlungsod requesting the latter to pass a resolution authorizing him to sign a Memorandum of Agreement among with the Department of Education-City Schools Division of Bacoor (DepEd Bacoor), the Liga ng mga Barangay, and the City Government to aid each



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Liga ng mga Barangay President

HON. MAC RAYEN ESPERITU
SK Federation President

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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

other in formulating policies and programs that will prevent minors from violating curfew.

WHEREAS, a review of the draft Memorandum of Agreement attached to the said letter conducted by the Sangguniang Panlungsod revealed that its terms and conditions are not contrary to law. A copy of the said Memorandum of Agreement is attached hereto and shall become an integral part hereof.

WHEREAS, Section 8 (1) (vi) of Republic Act No. 10160 (the "Charter of the City of Bacoor") empowered the City Mayor to sign all contracts, deeds, and other official documents on behalf of the City Government upon the authority of the Sangguniang Panlungsod.

NOW THEREFORE, upon motion of Hon. Reynaldo D. Palabrica and was unanimously seconded by the City Council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement among the City Government of Bacoor, DepEd-Bacoor, and the Liga ng mga Barangay relative to the development of programs that will prevent minors from violating curfew.

RESOLVED FURTHER, to furnish the City Mayor, Department of Education-City Schools Division of Bacoor, the Liga ng mga Barangay, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this resolution.

UNANIMOUSLY APPROVED, this 10th day of July 2023 during the 51st Regular Session of the 5th Sangguniang Panlungsod of the City of Bacoor.

Certified by:

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

Attested by:

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



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City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered this _____ day of _____ 20__ (the "Effective Date") in Bacoor City, Province of Cavite, by and among:

The **CITY GOVERNMENT OF BACOOR**, a local government unit created and existing 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 herein 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 BACOOR**"

The **DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOOR**, a government entity directly attached with the Department of Education, with principal office address at DepEd Building, Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its OIC - Schools Division Superintendent, **Dr. BABYLYN M. PAMBID**, hereinafter referred to as the "**DEPED BACOOR**"

and

The **LIGA NG MGA BARANGAY – BACOOR CITY**, a local government organization created and existing 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 herein by its President, **Hon. RAMON N. BAUTISTA**, hereinafter referred to as the "**LNB BACOOR**"

The term "Party" shall mean LGU BACOOR, DEPED BACOOR or LNB BACOOR, if applicable, while the term "Parties" shall mean LGU BACOOR, DEPED BACOOR and LNB BACOOR, collectively.

WITNESSETH:

WHEREAS, the State is granted by the 1987 Philippine Constitution the so-called Police Power, which is the power of the State to promote public welfare by restraining and regulating the use of liberty and property. As an inherent attribute of sovereignty which virtually extends to all public needs, Police Power grants a wide array of instruments through which the State, as *parens patriae*, gives effect to a host of its regulatory powers;

WHEREAS, **LGU BACOOR**, as a local government unit of the State, is also delegated with Police Power to which it can expressly exercise within its territory in order to protect its residents, most especially the youth, to provide a safe space for them and protect them from rampant criminality happening around and within its city;

WHEREAS, on 04 October 2002, City Ordinance No. 7 S-2002 was enacted amending the Code of General Ordinances regarding curfew for minors;

WHEREAS, since the enactment of the said City Ordinance based on a data submitted by the Bacoor City Social Welfare and Development Office (CSWDO), an alarming discovery was made that for the period from 05 December 2022 to 18 April 2023 alone, two thousand forty-one (2041) violators have been apprehended and one thousand four hundred eighty-six (1486) of whom were minors, and some of these minors who violated the said City Ordinance were repeat offenders;

WHEREAS, **LGU BACCOOR** is greatly concerned with the data submitted by CSWDO, and wishes to have full implementation of the abovementioned City Ordinance, create a partnership with the other Parties in helping the former in reforming these minors, and ensure that they would not be violating all curfew related laws in the City of Bacoor;

WHEREAS, **LGU BACCOOR** is requesting **DEPED BACCOOR** to aid and assist in creating school advocacy programs, and other youth development programs that may be identified by the latter for the benefit of the Bacoor City Youth to ensure the reformation of minors and guarantee obedience to all curfew related laws. The safety of these minors is one of the top-most priorities of **LGU BACCOOR** taken into account the rising number of criminalities happening within and around the City;

WHEREAS, the **LGU BACCOOR** is also seeking the assistance of **LNB BACCOOR** in information dissemination regarding the abovementioned City Ordinance, and to create additional programs or advocacies for the betterment of the Bacoor City Youth. The family, being the basic unit of the society, and the parents or legal guardians will serve as focal persons and shall act as the disciplining authorities for these minors;

WHEREAS, the **LGU BACCOOR**, **DEPED BACCOOR** and **LNB BACCOOR** agree to work in unison for the implementation of these programs for the betterment, safety and protection of the Bacoor City Youth;

NOW, THEREFORE, for and in consideration of the premises and covenants, hereinafter states, the Parties hereto have agreed and do hereby agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. DEPED BACCOOR.

1. **DEPED BACCOOR** agrees to coordinate with all public schools within the City of Bacoor and make, suggest or recommend proposals with **LGU BACCOOR** of Programs which would be beneficial in advancing the interests of the Bacoor City Youth, and helps them to become a responsible individuals of the City of Bacoor;
2. The **DEPED BACCOOR** agrees to present a proposal before the **LGU BACCOOR** within a period of **fifteen (15) days** to commence from the Effectivity Date of this Agreement;
3. Once approved, **DEPED BACCOOR** in close coordination with all the public schools within the City of Bacoor agrees to implement these Programs meticulously and systematically within the schools and other facilities;
4. **DEPED BACCOOR** also undertakes to enjoin all public schools within the City of Bacoor to play video explainers inside their classrooms or before any program or school activity to bolster the dissemination of information regarding the City Ordinance as well as the effect of its violation;

5. **DEPED BACOOR** also agrees to give away brochures or information sheets pertaining to the City Ordinance and its effects to the students as well as to their parents.

B. LNB BACOOR.

1. The **LNB BACOOR**, thru its President, agrees to coordinate with all the Barangays in the City of Bacoor in creating advocacy programs, including its implementation methods, in order to achieve the purpose of this Agreement;
2. The **LNB BACOOR**, thru its President, further agrees to coordinate with the Barangays in tapping the parents and legal guardians residing within their respective barangay in information dissemination about the City Ordinance. This is for the purpose of seeking their help and assistance in lessening the curfew violations of their minor children and minors under their custody, and to guarantee their reformation as well;
3. The **LNB BACOOR**, thru its President, agrees to expand its roving speaker announcement within the covered barangays by playing a recording during night time before the curfew hours. It will serve as a constant reminder to the residents, especially the minors about the curfew hours;
4. **LNB BACOOR** also agrees to give away brochures or information sheets pertaining to the City Ordinance; and
5. The **LNB BACOOR**, in coordination with Sangguniang Kabataan Federation of the City of Bacoor, agrees to include as a requirement in their sports competition and other related programs that only minors with no record of violation of the curfew ordinance will solely be allowed to participate in those activities.

C. LGU BACOOR.

1. **LGU BACOOR** undertakes to provide funding, depending on the availability of funds, for the projects and advocacies if found reasonable, after the approval of the proposal from **DEPED BACOOR** and **LNB BACOOR**.
2. **LGU BACOOR**, through its City Information Office (CIO), agrees to:
 - a. provide the video explainers saved in a Universal Serial Bus (USB) to **DEPED BACOOR** and **LNB BACOOR** containing the information and announcement regarding the City Ordinance on Curfew and the impact of its violation as prepared by the City Information Office; and
 - b. provide tarpaulins and brochures containing the same information and announcement as mentioned in the preceding paragraph.
3. **LGU BACOOR**, through the Bacoor City Social Welfare and Development Office (CSWDO), agrees to:

- a. Create advocacy campaigns for the dissemination of information regarding the City Ordinance;
 - b. Create programs for the reformation of all minors who repeatedly violates the City Ordinance on curfews; and
 - c. Undertakes to assist in the tapping of the parents and legal guardians, who are residents of the City of Bacoor, in informing them about the City Ordinance and to seek their cooperation in lessening the curfew violations of these minors, as well as their reformation.
4. **LGU BACOOR**, through the Sangguniang Kabataan Federation of the City of Bacoor (SK FEDERATION), agrees to:
- a. Conduct seminars in order to educate minors on the City Ordinance on Curfew and the impact of its violation to their future and their records; and
 - b. In coordination with LNB BACOOR, agrees to include as a requirement in their sports competition and other related programs that only minors with no record of violation of the curfew ordinance will be allowed to participate in those activities.
- II. **EFFECTIVITY**. Unless otherwise terminated as provided herein, this Agreement shall commence to take effect on the Effective Date as abovementioned until both Parties may deem fit. Either Party may terminate this Agreement without cause by written notice to the other Party at least thirty (3) 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.
- III. **AMENDMENT**. This Agreement may be subject of an amendment if both Parties deemed fit in order to create and strengthen a youth program for the reformation and protection of minors who violated the curfew. This Agreement may not be modified except in writing signed by the duly authorized representatives of the Parties after reasonable negotiations and discussion.
- IV. **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. The Parties further warrant that they have read and understood this Agreement and bind themselves to its full and proper execution.

IN WITNESS WHEREOF, the parties hereunto affixed their hands in signature together with their instrumental witnesses this ____ day of _____ 20 ____, in the City of Bacoor, Province of Cavite.

**LIGA NG MGA BARANGAY –
BACOR CITY**

By:

Hon. RAMON N. BAUTISTA
President

**DEPARTMENT OF EDUCATION, CITY
SCHOOLS DIVISION OF BACOR**

By:

Dr. BABYLYN M. PAMBID CESO V
OIC-Schools Division Superintendent

**CITY GOVERNMENT
OF BACOR**

By:

Hon. STRIKE B. REVILLA

City Mayor

City Resolution No. ____

Series of ____

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI

City Administrator

Office of the City Administrator

Ms. ELIZABETH F. OCAMPO

Administrative Officer V, Non-Academic

Personnel of Public Schools

Ms. EMILIANA DR. UGALDE

Social Welfare Development Officer

Bacor City Social Welfare and
Development Office

Hon. MAC RAVEN ESPIRITU

President

Sangguniang Kabataan Federation of the
City of Bacor

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Bacoor, Cavite) S.S.

BEFORE ME, a Notary Public for and in the City of Bacoor, Province of Cavite,
this ____ day of _____ 202__, personally appeared the following persons:

Competent Proof of Identity	Date/Place Issued & Expiration
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Hon STRIKE B. REVILLA

BABYLYN M. PAMBID

HON. RAMON N. BAUTISTA

known to me, and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed as well as those of the entities that they represent. The foregoing Agreement consisting of ____ (____) pages including this page where the acknowledgment appears has been signed by the parties and their instrumental witnesses on each page hereof.

WITNESS MY HAND SEAL on the date and at the place above written.

Doc. No. ____

Page No. ____

Book No. ____

Series of 202 ____