



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



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
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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. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

**CITY RESOLUTION NO. 2024-569
SERIES OF 2024**

A RESOLUTION AUTHORIZING THE CITY GOVERNMENT OF BACOR, CAVITE REPRESENTED BY ITS CITY MAYOR, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE ARMED FORCES OF THE PHILIPPINES - TASK FORCE UGNAY, 2ND INFANTRY DIVISION, PHILIPPINE ARMY REGARDING THE DECLARATION OF STABLE INTERNAL PEACE AND SECURITY (SIPS) IN THE CITY OF BACOR, CAVITE.

Sponsored by:

Hon. Alejandro F. Gutierrez

Co-Sponsored by:

Hon. Roberto L. Advincula, 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. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Rogelio M. Nolasco, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, Article II, Section 5 of the 1987 Philippine Constitution states that the maintenance of peace and order, the protection of life, liberty, and property, and promotion of the general welfare are essential for the enjoyment by the people of the blessings of democracy;

WHEREAS, Section 16 of Republic Act 7140 (the Local Government Code of 1991) mandates all Local Government Units (LGUs) to ensure and maintain peace and order, within their respective areas of jurisdictions, among other concerns;

WHEREAS, pursuant to Section 3 of Republic Act 8551, primary responsibility on matters involving the suppression of insurgency and other serious threats to national security is vested in the Department of National Defense and the Armed Forces of the Philippines;

WHEREAS, as prescribed in Revised Joint Implementing Rules and Regulations (RJIRR) to E.O. 546, normalization is the process of stabilizing the security situation in an area where the civil authorities have total control of the state of affairs of the locality to make the government work, delivering basic services to the people by the appropriate government agencies and render insurgency irrelevant;

WHEREAS, the Stable Internal Peace and Security (SIPS) is a stage wherein the City of Bacoor is categorized as



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City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

Cleared and Unaffected and relatively peaceful and the LGU-PNP acknowledges and accepts that only Law Enforcement Operations (LEO) are needed in the area and will signify that the LGU is already normalized;

WHEREAS, a declaration of Stable Internal Peace and Security (SIPS) in the City of Bacoor would signify a significant step towards a safer and more prosperous community for all;

WHEREAS, Resolution No. 7, Series of 2024 of the Liga ng mga Barangay of the City of Bacoor expressed its support to the City Government of Bacoor to declare as Stable Internal Peace and Security (SIPS).

WHEREAS, forwarded to the Office of the Sangguniang Panlungsod is an endorsement letter requesting authority for the Local Chief Executive of the Local Government of Bacoor to enter into MOU with the Armed Forces of the Philippines represented by Task Force UGNAY, 2nd Infantry Division, Philippine Army for the declaration of Stable Internal Peace and Security (SIPS) status of the City of Bacoor;

WHEREAS, the Sangguniang Panlungsod of Bacoor City has reviewed the provisions of the proposed Memorandum of Understanding (MOU) and concur that the spirit of MOU is to elevate the level of confidence not only among the people of Bacoor City but also in the province and region to create an environment that is conducive to socio-economic, political, and cultural development:

WHEREAS, Section 22 paragraph C of Republic Act (RA) No. 7160 otherwise known as the Local Government Code of 1991 provides that, no contract may be entered into by the Local Chief Executive (LCE) for and in behalf of the Local Government Unit (LGU) without prior authorization by the Sangguniang Panlungsod Concerned:

NOW WHEREFORE, on the motion of Hon. Alejandro F. Gutierrez, duly unanimously seconded by the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** to authorize the City Government of Bacoor, Cavite represented by its City Mayor to enter into a Memorandum of Understanding with the Armed Forces of the Philippines represented by Task Force Ugnay, 2nd Infantry Division, Philippine Army for the declaration of Stable Internal Peace and Security (SIPS) of the City of Bacoor.

RESOLVED FURTHER, to furnish the Office of the City Mayor, the AFP Task Force Ugnay, 2nd Infantry Division, Philippine Army, the Department of the Interior and Local Government (DILG), the University of the Philippines – Office



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Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Voted by:

HON. STRIKE B. REVILLA
City Mayor

of the National Administrative Register (UP-ONAR), and other Government Offices concerned with copies of this resolution.

RESOLVED FINALLY, that this Resolution shall be subject to availability of funds, existing laws, Commission on Audit (COA) rules and regulations and shall take effect upon its approval.

APPROVED, this 19th day of August 2024 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certified the foregoing resolution was passed by the Sangguniang Panlungsod of Bacoor, Cavite on the 19th day of August 2024.

Certified by:

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

Attested by:

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

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding Made and entered into this ___ day of _____ 2024 in the City of Bacoor, by and between:

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 by its City Mayor, Hon. **STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____ Series of _____ approved on _____ of the City Council of Bacoor City, Cavite, hereinafter referred to as the "**FIRST PARTY**";

-and-

TASK FORCE UGNAY, 2ID PA stationed at Camp General Sakay, Barangay. Lalakay, Los Baños, Laguna represented by its **COMMANDER, COL RONALD JESS S ALCUDIA PA** hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH:

WHEREAS, the **PARTIES**, agreed that the level of Communist New People's Army Terrorist (CNT) activities has been downgraded to a manageable level leading to the achievement of the **STABLE INTERNAL PEACE AND SECURITY (SIPS)** status. Further, the **SECOND PARTY** handed over Internal Security Operations (ISO) responsibility in Bacoor, Cavite to the CTF-ELCAC for the local government to take the lead in the shared responsibility for peace and order;

WHEREAS, the City is cleared of NPA influence as manifested by a year of no NPA violent activity. The **SECOND PARTY** and the Provincial Director of Cavite Police Provincial Office, affirm through a Joint Intelligence Assessment that is hereto attached and made as an integral part of this Agreement;

WHEREAS, the **FIRST PARTY** and the Cavite Provincial Police Office now acknowledge the primacy of Law Enforcement Operations in the maintenance of SIPS with the active support of military operations, when necessary;

WHEREAS, the **FIRST PARTY** will continue to conduct activities through its member agencies to preempt and deny the resurgence of Communist Terrorist Group (CTG) influence in the City of Bacoor, particularly the United Front components;

WHEREAS, the **PARTIES** understand and agree that the spirit of this Understanding is to elevate the level of confidence not only among the people of Bacoor, Cavite but also in the province and region to create an environment that is conducive to socio-economic, political, and cultural development;

NOW, THEREFORE, the **PARTIES** bind themselves to the following terms and conditions:

I. GENERAL PROVISIONS

1. This Agreement embodies the broad functions, and responsibilities of the **PARTIES** to ensure the success of the Law Enforcement Operations (LEOs) in the City of Bacoor to sustain its Stable Internal Peace and Security (SIPS) status;
2. This Agreement expressly signifies acknowledgment and acceptance of the LGU and the Bacoor Component City Police Station under the Cavite Provincial Police Office, that continuous conduct of robust LEO is necessary to maintain its current status and prevent the resurgence of CNT in the City.

II. INTERPRETATION

1. Published Executive Orders, implementing Rules, Regulations, and Directives related to the conduct of LEO and ISO (AFP-DILG RJIRR dated 14 Aug 2015 to EO 546, EO 110), EO 70 s2018 and AFP-PNP Joint Letter Directive (JLD) Nr 3 s2020 shall be interpreted to give meaning and effect to the intent and purpose of this Understanding;
2. This Memorandum of Understanding does not preclude the AFP units from taking part in Internal Security Operations (ISO), should there be a need, provided that the C/MTF- ELCAC and PNP are made aware of such and furnished with pertinent after-operations reports.

III. EFFECTIVITY

1. This MOU be valid between the **PARTIES**, their successors-in-interest, and their assignors, shall take effect upon approval hereof, and remain in force unless sooner or terminated upon mutual consent of the parties or any violation of the provisions hereof upon prior written notice.

IV. OBLIGATIONS OF THE PARTIES

A. Obligations of Both Parties

1. All Parties involved in this Understanding shall assign appropriate personnel at all levels who will implement the roles as stipulated in this Understanding;
2. The Parties agree to cooperate in good faith and work together to achieve the goals outlined in this Memorandum of Understanding. They will maintain open communication channels and promptly address any concerns that may arise. This includes the creation of a Technical Working Committee to identify and designate official point person/s, detailed workflow processes, and needed standard operating procedures (SOPs) for an orderly execution of this MOU; and
3. Neither Party shall act as an agent or representative of the other Party in any transaction. The employees, contractors, consultants, and agents of one Party shall have no contractual relationship with the other party.

B. Obligations of the First Party

The FIRST PARTY shall:

1. Continuously provide the appropriate support operation capacity building activities, and logistics to the PNP and AFP, necessary for the maintenance of peace and order, conduct activities designed to enhance Law Enforcement Operations, and prevent the resurgence of the CNTs in Bacoor, Cavite;
2. Ensure that community development efforts and people empowerment activities are being conducted by different agencies within their respective fields to prevent and counter CTG Ideological, Political, and Organizational (IPO) works to recover loss of mass bases and network of supporters;
3. Use reasonable resources to ensure that the CTG will not be able to influence any political subdivision of the City including vulnerable sectoral, people' and non-government organizations targeted for infiltration by CTG Underground Mass Organization (UGMOs);
4. Commit to activate the mandated tripartite government-management-labor committee to thwart the infiltration and design of the designated terrorist Revolutionary Council of Trade Union (RCTU) towards the maintenance and promotion of Industrial Peace;
5. Commit to promoting the conduct of information awareness sessions among the Sangguniang Kabataan (SK) Federations and in educational institutions to thwart the infiltration and radicalization programs of the designated terrorist organization Kabataan Makabayan (KM) to prevent student recruitment into the NPA's violent armed struggle.

6. Ensure the implementation of the provisions pertaining to Section 16 of the Local Government Code (General Welfare: Maintaining Peace and Order);
7. Actively facilitate Barangay Local Peace Engagements (LPEs) and provide a platform for former rebels to directly be involved in the peace-building process to insulate their constituency and prevent CTG United Front recruitment in order to revive insurgent cells in their City;
8. Direct Barangay Chairperson of the Barangay TF-ELCAC to take the lead in maintaining security while pursuing development for the benefit of their constituents and shall continue to tap partners and agencies to ensure that the state of SIPS will be protected;
9. Assist to strengthen the Integrated Territorial Defense System (ITDS) and integrate the Community Defense Plan that will harmonize the efforts of Barangay Peace Action Teams (BPAT), Civilian Armed Forces Geographical Units Active Auxillary (CAA) Patrol Base Operations, and Barangay Intelligence Net (BIN) through its incorporation in the Peace and Order Public Safety Plan (POPS Plan) to prevent CNT resurgence in the City,
10. Continue to monitor and periodically assess and submit a report to the CTF-ELCAC Chairman on the prevailing criminality and internal security situation,

C. Obligations of the Second Party

The **SECOND PARTY** shall:

1. Continue to actively support the City Government of Bacoor, Cavite, concerned Government Line Agencies (GLAs), and other stakeholders in the implementation of socio-economic programs and the sustainment of the SIPS status,
2. The **SECOND PARTY** shall continue to support the CTF-ELCAC and Cavite PPO in the implementation of LEO, securing vital installations and socio-economic projects
3. The **SECOND PARTY** shall actively support the LEO capacity-building activities of the **FIRST PARTY**
4. The **SECOND PARTY** shall actively support the Cavite Provincial Police Office not only in the conduct of anti-drug operations and anti-criminality but also in environmental protection enforcement activities.
5. The **SECOND PARTY** must timely inform the CTF-ELCAC Chairman through the Secretariat, of any military or deployment of forces in Bacoor, Cavite.

6. The **SECOND PARTY** shall support the implementation and operationalization of the Integrated Territorial Defense System (ITDS) in the City of Bacoor, Cavite as a critical component of the LGU's Peace and Order Public Safety Plan (POPS Plan).

V. MISCELLANEOUS PROVISIONS

1. **MUTUAL COOPERATION.** The PARTIES agree to mutually cooperate in every way possible to give meaning and effect to this MOU.
2. **CONFIDENTIALITY.** The Parties agree to keep confidential all non-public information received from the other party in connection with this MOU. The Parties shall implement measures designed specifically to protect the data privacy rights of individuals, who may be affected by this collaboration, pursuant to the provisions of Republic Act No. 10173 (the "Data Privacy Act of 2012").
3. **GOOD FAITH.** In complying with and implementing the terms of this MOU, the Parties shall exercise good faith and cooperation to fulfill their common objective.
4. **ENTIRE AGREEMENT.** This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
5. **RELATIONSHIP OF PARTIES.** The Parties' relationship under and in relation to this MOU shall be limited to the matters contained herein. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of the other Party.
6. **AMENDMENTS AND MODIFICATIONS.** This Memorandum of Understanding may not be amended, modified, or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.
7. **GOVERNING LAW.** This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the Philippines.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on _____ in the City of Bacoor, Cavite.

CITY GOVERNMENT OF BACOOR
By:

TASK FORCE UGNAY 21D, PA
By:

HON. STRIKE B. REVILLA
City Mayor

COL RONALD JESS S ALCUDIA
PA
Commander

SIGNED IN THE PRESENCE OF:

MR. REGINALDO S. REVILLA
CLGOO, DILG Bacoor

PCOL ELEUTERIO M RICARDO JR
Provincial Director, Cavite PPO

CARLA A. LONTOC
Community Anti-Crime Group

**PLTCOL JOHN PAOLO V.
CARRACEDO**
Chief of Police, Bacoor Component
City Police Station

ACKNOWLEDGMENT

Republic of the Philippines)
City of Bacoor, Cavite) ss.

BEFORE ME, this _____ day of _____, 2024 personally appeared:

Name	Proof of identity	Issued on	At
STRIKE B. REVILLA			
COL RONALD JESS S ALCUDIA			

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and deed. This instrument refers to a Memorandum of Understanding consisting of seven (7) pages including this page where this Acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page, and sealed with my notarial seal.

WITNESS MY HAND AND

SEAL:

Doc No. _____
Page No. _____
Book No. _____
Series of 2024.