



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO  
Acting City Vice Mayor

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. ATEGA, JR.  
Sangguniang Panlungsod Secretary

Certified by:

HON. REYNALDO D. PALABRICA  
City Councilor/President Pro-Tempore

Noted by:  
HON. ROWENA BAUTISTA-MENDIOLA  
Acting City Mayor

CITY RESOLUTION NO. 2023 - 240  
Series of 2023

**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND ELMS BUS LINER CO. LTD. FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR, CAVITE.**

Sponsored by:

**Hon. Roberto L. Advincula**

Co-sponsored by:

**Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Mac Raven Espiritu, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero, Jr., Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Michael E. Solis and Hon. Levy M. Tela**

**WHEREAS**, pursuant to Section 16 of Republic Act No. 7160 (the "Local Government Code of 1991") every Local Government Unit (LGU) is mandated to exercise its powers, appropriate or incidental to efficient and effective governance and for the promotion of the general welfare.

**WHEREAS**, all LGUs are mandated by law to ensure and support the promotion of the health and safety of all people within their territorial jurisdiction.

**WHEREAS**, the City Government of Bacoor, through the efforts of Honorable Mayor Strike Revilla, launched the "Libreng Sakay" Project as a means of minimizing the number of motor vehicles and ease traffic congestion on public roads within the City of Bacoor while giving City Government employees and the public access to free public transportation to and from the Bacoor Government Center.

**WHEREAS**, the ELMS Bus Liner Co. Ltd. ("ELMS Bus Liner") is a partnership duly registered with the Securities and Exchange Commission (SEC) represented by Mr. Manuel Alcantara Elevado (Managing Partner) that operates transport vehicles as shuttle services. It offered to lease its buses to the City Government for use in the Libreng Sakay Project.

**WHEREAS**, a draft Memorandum of Agreement between the City Government and ELMS Bus Liner on the said project was submitted by the Office of the City Mayor to the Sangguniang Panlungsod for review and consideration. The



Office of the Sangguniang Panlungsod

**DISTRICT I**

HON. CATHERINE SARINO-EVARISTO  
Acting City Vice Mayor

HON. MICHAEL E. SOLIS  
City Councilor

HON. ADRIELITO G. GAWARAN  
City Councilor

HON. VICTORIO L. GUERRERO, JR.  
City Councilor

HON. ALEJANDRO F. GETTIERREZ  
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. PABIAN  
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. MACRAVEN ESPERITU  
SK Federation President

Attested by:

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

Certified by:

HON. REYNALDO D. PALABRICA  
City Councilor/President Pro Tempore

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA  
Acting City Mayor

said draft MOA, if implemented in accordance with the terms and conditions approved by the Sangguniang Panlungsod, shall help achieve the objectives mentioned above. A copy of the said draft MOA is attached hereto and made an integral part of this Resolution.

**WHEREAS**, Section 8 (1) (vi) of Republic Act No. 10160 (the "Charter of the City of Bacoor") empowered the City Mayor to represent the City in all business transactions and to sign on its behalf all bonds, contracts and obligations, and such other documents as may be authorized by the Sangguniang Panlungsod.

**NOW THEREFORE**, after careful deliberation and upon motion of Honorable Roberto Advincula, unanimously seconded by the council in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement between the City Government of Bacoor and the ELMS Bus Liner Co. Ltd. for the promotion of the general welfare by providing free shuttle services for City Government employees and the public to and from the Bacoor Government Center.

**RESOLVED FURTHER**, to furnish the Office of the City Mayor, ELMS Bus Liner Ltd. Co., and the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this resolution.

**APPROVED** this 24<sup>th</sup> day of April 2023 by the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite.

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

Certified by:

HON. REYNALDO D. PALABRICA  
City Councilor/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 MEN BY THESE PRESENTS:

This Memorandum of Agreement ("MOA") is made and entered this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ in Bacoor City, Province of Cavite 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 and postal address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite, represented herein by its City Mayor, **HON. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in Sangguniang Panlungsod Resolution No. \_\_\_\_\_, Series of \_\_\_\_\_, approved \_\_\_\_\_ of the City Council of Bacoor City, Cavite, hereinafter referred to as the "**LGU BACOOR**"

-and-

**ELMS BUS LINER CO. LTD.**, a partnership duly registered with the Securities and Exchange Commission (SEC), herein represented by **MANUEL ALCANTARA ELEVADO** (Managing Partner), herein after referred to as the "**SHUTTLE SERVICE**".

**WHEREAS**, **LGU BACOOR** has employees that still find transporting from home to work and vice versa as difficult considering the limited transportation routes;

**WHEREAS**, while many of the employees owns or has access to service vehicles, another problem that may be encountered is the limited free parking space within the Bacoor Government Center;

**WHEREAS**, the **LGU BACOOR** is exploring several options to cater the needs not just of employees but also the convenience of its constituents who have limited transportation access to the Bacoor Government Center, to which the **SHUTTLE SERVICE** submitted the proposal for a lease of its transport vehicles;

**WHEREAS**, in a published paper by the Department of Budget and Management (DBM) in 2013, entitled "Purchase or Lease of All Purpose vehicle for Government Offices", it was found out that for superior and more expensive models, "*leasing offers a more favorable option*"<sup>1</sup>

**WHEREAS**, in the proposal, the **SHUTTLE SERVICE** undertakes to provide, in addition to the transport vehicles, registration, insurance, and maintenance, as well as the services of the drivers, and the back up transportation in case of unexpected vehicle breakdowns;

**WHEREAS**, the DBM Budget Circular No. 2022-1, dated February 11, 2022 on the Omnibus Guidelines on the Acquisition, Use, Rental, and Replacement of Government Motor Vehicles authorizes the Local Chief Executives "*to approve requests for rental of motor vehicles of their respective LGUs regardless of the number of days of the rental if*

<sup>1</sup> [https://www.dbm.gov.ph/wp-content/uploads/DBM%20Publications/FPB/ZBB-2013/DBM%20Motor%20Vehicle\\_CBA\\_31Dec2013\\_F.pdf](https://www.dbm.gov.ph/wp-content/uploads/DBM%20Publications/FPB/ZBB-2013/DBM%20Motor%20Vehicle_CBA_31Dec2013_F.pdf), page 21

OF BACCOOR SHUTTLE SERVICE ROUTE NO. \_\_\_\_” with proper logo and icons;

2. Provide drivers and conductors to each of the shuttle buses;
  - 2.1 The drivers must possess a professional driver’s license with appropriate restrictions;
  - 2.2 Both the drivers and conductor must wear their uniform or appropriate attire during the operation;
  - 2.3 The **SHUTTLE SERVICE**, as the employer of the drivers and conductors, shall provide appropriate compensation, benefits and insurance coverage for the duration of this MOA;
3. Provide back-up shuttle buses with drivers and conductors in case on unexpected malfunctions, accidents, or any fortuitous event;

**C. GENERAL PROVISIONS**

1. This MOA shall be effective for a period of **three (3) months** from the date of signing, and may be renewed for the same period subject to the availability of funds. The **LGU BACCOOR** reserves the exclusive right to pre-terminate this MOA for convenience if the **SHUTTLE SERVICE** violated any of the terms and conditions or that the funding allocation is no longer sufficient to cover the shuttle bus service;
2. The processing and disbursement of funds shall be governed by the prevailing government accounting and auditing rules and regulations;
3. The drivers and conductors provided by the **SHUTTLE SERVICE** are their employees and not of the **LGU BACCOOR**;
4. In the event of any dispute arising out or in connection with this MOA, the parties agree to resolve the matter through mediation and other modes of dispute resolution in the City of Bacoor, Cavite, Philippines.
5. Should the parties fail to arrive at an agreement to resolve the dispute, any party may file its claim at the Regional Trial Court acting as Special Commercial Court in Bacoor City, Cavite to the exclusion of all other courts.

**IN WITNESS WHEREOF**, the **PARTIES** have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ in the City of Bacoor, Province of Cavite.

Signed.

**HON. STRIKE B. REVILLA**  
*City Mayor*

\_\_\_\_\_

Signed in the Presence of:

ATTY. AIMEE T. NERI  
City Administrator

---

**ACKNOWLEDGMENT**

Republic of the Philippines )  
Province of Cavite )  
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
-----------------------------	--------------------------------

HON. STRIKE B. REVILLA

MANUEL ELEVADO

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 MOU 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\_\_\_\_

PhP4,800  
Included: driver, maintenance  
Not included: fuel