



*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

Sick Leave

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 RAYEN ESPIRITU  
SK Federation President

Attested by  
ATTY. KHANDEL 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. 2023-295**  
Series of 2023

**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH THE CITY GOVERNMENT OF IMUS RELATIVE TO THE TRICYCLE OPERATIONS OF MITODA OF MAMBOG, BACOR AND P41 TODA OF IMUS CATERING TO PASSENGERS FROM MCI AGUINALDO HIGHWAY AND OLD PALICO ROAD TO MAMBOG 1 TO 4.**

Sponsored by:

**Hon. Roberto L. Advincula**

Co-Sponsored by:

**Hon. Ramon N. Bautista, Hon. Mac Raven Espiritu, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.**

**WHEREAS**, Section 447, paragraph 3(vi) and Section 458, paragraph 3(vi) of Republic Act No. 7160 (otherwise known as the Local Government Code of 1991) granted municipal and city governments the power to regulate the operation of tricycles and grant franchises for the operation of tricycles within their territorial jurisdictions.

**WHEREAS**, there are several tricycles operating in and serving the residents of Bacoor City and Imus City. Their defined routes cross the territorial boundaries of both cities.

**WHEREAS**, on 5 July 2023, the office of the Sangguniang Panlungsod received a letter-request from the Office of the City Mayor. In the letter, it was requested that the Sanggunian issue a Resolution authorizing the City Mayor to sign a proposed Memorandum of Agreement with the City Government of Imus relative to the tricycle operations of the Tricycle Operators and Drivers Association of Mambog, Bacoor (MITODA), and the Tricycle Operators and Drivers Association of Palico IV, Imus (P41 TODA). A copy of the proposed Memorandum of Agreement is deemed incorporated in this Resolution.

**WHEREAS**, the proposed Memorandum of Agreement provides that the said Tricycle Operators and Drivers Associations shall cater to passengers from MCI-corner Aguinaldo Highway and Old Palico Road to Mambog 1 to 4.

**WHEREAS**, this proposed Memorandum of Agreement aims to improve the system of public transportation in the City of Bacoor.

**WHEREAS**, under Section 17 of the Local Government Code of 1991, local government units shall exercise all powers incidental



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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

to the provisions of basic services, including adequate transportation facilities.

**WHEREAS**, Section 8 (b) (1) (vi) of Republic Act No. 10160 (the "Charter of the City of Bacoor") authorized the City Mayor to represent the City in all its business transactions and to sign on its behalf all contracts, provided that such authority is duly sanctioned by the Sangguniang Panlungsod.

**NOW THEREFORE**, upon motion of Hon. Roberto L. Advincula unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign the proposed Memorandum of Agreement between the City Government of Bacoor and the City Government of Imus regarding the operations of MITODA and P4ITODA catering to passengers from MCI Aguinaldo Highway and Old Palico Road to Mambog 1 to 4.

**RESOLVED LASTLY**, to furnish the City Government of Imus, 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 10<sup>th</sup> day of July 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:

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 AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into and executed this by and between:

**CITY OF BACOR**, a local government unit duly organized and existing under Philippine laws, with principal office address at the Bacoor City Government Center, Brgy. Bayanan, City of Bacoor, Cavite, represented by its **Mayor, STRIKE BAUTISTA REVILLA**, hereinafter referred to as the "**CITY OF BACOR**";

**CITY OF IMUS**, a local government unit duly organized and existing under Philippine laws, with principal office address at New Imus City Hall, Brgy. Malagasang 1-G, Imus City of Cavite, represented by its **Mayor, ALEX LACSON ADVINCULA** hereinafter referred to as the "**THE CITY OF IMUS**".

WITNESSETH THAT:

**WHEREAS**, Section 447, paragraph 3 (vi) and Section 458, paragraph 3 (vi) of Republic Act No. 7160 otherwise known as the Local Government Code of 1991 conferred upon municipal and city governments through their respective Sanggunians the power to regulate the operation of tricycles and grant franchises for the operation of tricycles and grant franchises for the operation thereof within their respective territorial jurisdictions;

**WHEREAS**, the power to regulate and issue franchise to tricycles is a power granted to the Local Government Unit by virtue of Article 99, Section 3 (vi) of Republic Act 7160, otherwise known as the Local Government Code of 1991;

**WHEREAS**, there are several tricycles operating/serving the residents of both cities and plying in defined routes crossing the territorial boundaries of Bacoor City and Imus City;

**WHEREAS**, for and in consideration of the foregoing premises and pursuant to their mandate under Republic Act No. 7160, the Cities of Bacoor and Imus, in accordance with the DOTC Issuances and DILG Circular No. 2007-01, the parties do hereby agree that:

1. The Tricycle Operators and Drivers Associations (TODA's) particularly in Brgy. Palico IV (P4I-TODA) and Brgy. Mambog (MITODA) will cater the passengers from MCI-corner Aguinaldo Highway and Old Palico Road to Mambog 1 to 4.
2. Compliance with Franchising Requirements and Payment of Fees - only tricycle drivers and operators with existing legitimate Franchises issued by the City of Bacoor shall be covered by this Agreement.
3. The tricycle drivers and operators of **MITODA** shall apply for **PRIVILEGE PASS** and pay the corresponding fees to the Tricycle Regulatory Unit (TRU) of the City Government of Imus.
4. The tricycle drivers and operators of **P4I TODA** shall apply for **SPECIAL PERMIT** and pay the corresponding fees to the Tricycle Franchising and Regulatory Unit (TFRU) of the City Government of Bacoor.
5. Limited number of tricycles with franchise from MITODA with the endorsement from **Coun. Obet Advincula** can apply for Special Permit from City Government of Imus to ferry passengers to Imus Public Market and Different Schools in Imus City.
6. Only tricycles with Privilege Pass and Special Permit shall be allowed to ferry passengers crossing the territorial boundaries of the Cities of Bacoor and Imus, respectively.
7. The tricycle drivers and operators covered by this Agreement are hereby mandated to strictly abide to the FARE MATRIX of both Cities.
8. The tricycle drivers covered by this Agreement are hereby shall adopt the Number Coding Scheme stated at Artikulo 9 Seksyon 38 of Tricycle Code of Imus.

9. Compliance with Traffic Rules and Regulations - all tricycle drivers covered by this Agreement shall comply with all the Traffic Rules and Regulations being implemented by the cities of Bacoor and Imus and shall be liable to pay the corresponding penalties. All tricycles plying outside the designated route shall likewise be apprehended for **Out of Line** violation.
10. Furthermore, COLORUM tricycle units are **NOT ALLOWED** to Line-up in their respective terminals, both the ones located in Bacoor and Imus respectively. In case of violation, parties involve will be subjected for investigation / assessment, with corresponding fines or penalties, and even franchise revocation if deemed possible.
11. Lastly, the OLD Terminals of MITODA (Mambog) and P4I-TODA (Imus) at the boundary will be dissolved or abolished.
12. Separability - In the event that any of the provisions contained in this Agreement is declared invalid, illegal or unenforceable, the validity, legality and enforceability of the other provisions hereof shall not, in any manner, be affected thereby.
13. Amendments - The Parties may, upon mutual agreement, amend, modify, supplement or otherwise revise, in writing, any provision of this Agreement. All the other terms, conditions and provisions of this Agreement shall remain unchanged and shall continue to be in full force and effect unless further amended. This Agreement shall not be construed as consent by any Party to any waiver or modification of any of the other terms or conditions of the Agreement, and shall not prejudice any rights which any of the Parties may now or hereafter have in connection with the Agreement.
14. Entirety of the Agreement - This Agreement contains the entire arrangement between the Parties, and supersedes and cancels all previous agreements, negotiations, commitments and understanding with respect to the subject matter hereof, whether oral or in writing.

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands on the date and at the place first above - written.

**CITY GOVERNMENT OF BACOOR**

**CITY GOVERNMENT OF IMUS**

By:

By:

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

**HON. ALEX L. ADVINCULA**  
City Mayor

SIGNED IN THE PRESENCE OF:

  

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ACKNOWLEDGEMENT

Republic of the Philippines )  
Provincial Government of \_\_\_\_\_) S.S

**BEFORE ME**, a notary public, for and in the above jurisdiction, personally appeared on this \_\_\_\_\_.

NAME	GOV'T ISSUED ID No.	DATE/PLACE OF ISSUE
Mayor Alex L. Advincula	_____	_____
Mayor Strike B. Revilla	_____	_____

Known to me the above person/s who executed the foregoing instrument and acknowledge to me his / her free and voluntary act and deed.

The parties have signed this Memorandum of Agreement consisting of \_\_\_ pages, including the page where the acknowledgement is written, and their instrumental witnessed on the left margin of each and every page.

**WITNESS MY HAND AND SEAL**, the day, year and place above-written.

NOTARY PUBLIC

Doc No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2023