



*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. EABIAN  
City Councilor

HON. ROGELIO M. NOLASCO  
City Councilor

**ABSENT**

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  
Acting Presiding Officer

**Noted by:**

HON. ROWENA BAUTISTA-MENDIOLA  
Acting City Mayor

**CITY RESOLUTION NO. 2023-339**  
Series of 2023

**A RESOLUTION AUTHORIZING THE ACTING CITY MAYOR, HON. ROWENA BAUTISTA-MENDIOLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH SM CITY BACOOR AND SM CITY MOLINO FOR THE IMPLEMENTATION OF LIBRENG SAKAY PROGRAM TO THE VARIOUS COMMUNITIES OF THE CITY OF BACOOR, CAVITE.**

Sponsored by:

**HON. ADRIELITO G. GAWARAN**

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Catherine S. Evaristo, Hon. Mac Raven Espiritu, Hon. Alejandro F. Gutierrez, Hon. Reynaldo Fabian, Hon. Rogelio M. Nolasco, Hon. Michael E. Solis and Hon. Levy M. Tela

**WHEREAS**, the 1987 Philippine Constitution provides that the State recognizes the indispensable role of the private sector, encourages private enterprise, and provides incentives to needed investment.

**WHEREAS**, Section 3 of the Local Government Code of 1991 recognizes the participation of the private sector in local governance, particularly in the delivery of basic services, and encourages local governments to ensure the viability of local autonomy as an alternative strategy for sustainable development.

**WHEREAS**, on 8 September 2023, the Office of the Sangguniang Panlungsod received a letter from the Office of the City Mayor requesting for a resolution authorizing the City Mayor to enter into a Memorandum of Agreement with SM City Bacoor and SM City Molino regarding the Libreng Sakay Program.

**WHEREAS**, the draft Memorandum of Agreement submitted was reviewed and found favorable and beneficial to the people of the City of Bacoor.

**NOW THEREFORE**, upon motion of Hon. Adrielito Gawaran, unanimously seconded by the members in regular session assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to pass this resolution authorizing the Acting City Mayor, Hon. Rowena Bautista-Mendiola, to sign a Memorandum of



Republic of the Philippines  
Province of Cavite  
CITY OF BACOR

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SK Federation President

Attested by:

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

Certified by:

HON. REYNALDO D. PALABRICA  
Acting Presiding Officer

Noted by:

HON. ROWENA BAUTISTA-MENDIOLA  
Acting City Mayor

Agreement with SM City Bacoor and SM City Molino for the implementation of Libreng Sakay Program to the community of the City of Bacoor.

**RESOLVED LASTLY**, to furnish the Office of the City Mayor, SM City Bacoor Management, SM City Molino Management, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and all government offices concerned with copies of this resolution.

**ADOPTED** this 18<sup>th</sup> day of September 2023 by the Sangguniang Panlungsod City of Bacoor, Province of Cavite

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

Certified by:

HON. REYNALDO D. PALABRICA  
Pres. Pro-Tempore/Acting Presiding Officer

Attested by:

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

Noted by:

HON. ROWENA B. MENDIOLA  
Acting City Mayor

# MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), at the City of Bacoor, Province of Cavite, Philippines, by and between:

**SM CITY BACCOOR**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Brgy. Gen. Emilio Aguinaldo Highway corner Tirona Highway Bacoor City, Province of Cavite, Philippines, and **SM CITY MOLINO**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Paliparan Road, Barangay Molino IV Bacoor City, Province of Cavite, both represented herein by its \_\_\_\_\_ and hereinafter collectively referred to as "**SM MALLS**"

The **CITY GOVERNMENT OF BACCOOR** a local government of the Republic of the Philippines, duly organized and existing under and by virtue of 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, 4102 Philippines, represented herein by its **City Mayor HON. STRIKE B. REVILLA**, pursuant to his authority duly conferred and embodied under City Resolution No. \_\_\_\_\_ Series of \_\_\_\_\_, approved by the City Council of Bacoor last \_\_\_\_\_, and hereinafter referred to as "**LGU BACCOOR**"

The term "Party" shall mean either SM MALLS or LGU BACCOOR, while the term "Parties" shall mean SM MALLS and LGU BACCOOR, collectively.

WITNESSETH:

**WHEREAS**, the State in the 1987 Philippine Constitution recognizes the indispensable role of the private sector, encourages private enterprise, and provides incentives to needed investment;

**WHEREAS**, Section 3 of the Local Government Code of the Philippines recognizes the participation of the private sector in local governance, particularly in the delivery of basic services, and encouraged to ensure the viability of local autonomy as an alternative strategy for sustainable development;

**WHEREAS**, **LGU BACCOOR** as a local government unit of the State, likewise recognizes the role of the private sector particularly the shopping malls within the city in contributing to the development of the city as well as for the enhancement of the quality of life for its residents;

**WHEREAS**, the **SM MALLS** comprises two of the major shopping centers and recreational areas in the City of Bacoor, catering to the local residents, as well as to its neighboring cities;

**WHEREAS, LGU BACOOR** recognizes the plight of the commuter population, as well as the continuing problem in the increase on the price of gasoline which also greatly affects the local residents of the City of Bacoor;

**WHEREAS, LGU BACOOR** aims to give **SM MALLS** a chance to draw customers to their malls while also offering locals a chance to unwind and have fun in their premises without worrying about the cost of traveling there by car or public transportation;

**WHEREAS, LGU BACOOR** seeks to establish and uphold an agreement with **SM MALLS** and to enlist their help in implementing the "**Libreng Sakay Program**" for the citizens of the City of Bacoor, and the general public;

**WHEREAS, SM MALLS** agrees to cooperate with **LGU BACOOR** for the successful implementation of the "**Libreng Sakay Program**";

**NOW, THEREFORE**, for and in consideration of the foregoing premises and mutual covenants, stipulations, and agreements hereinafter states, the parties hereto have agreed and do hereby agree as follows:

**SECTION 1. OPERATION.** The Libreng Sakay Program Vehicle (the "Vehicle") shall operate every day from 8:00 AM to 5:00 PM. The operating hours may vary depending in the mall operating hours of the partner malls.

- SECTION 2. BUS ROUTE.**
- A. LGU BACOOR agrees to dispatch the Vehicle on the designated routes as agreed with SM MALLS. The copy of the official designated route for the **Libreng Sakay Program** is attached herein as Annex "A".
  - B. The official designated routes may be amended in writing upon recommendation of either, and subject to approval, of the Parties.
  - C. The central point/terminal is where the motor vehicles will load or off-load residents or commuters at the start or end of its operation. The same shall be located at \_\_\_\_\_.
  - D. The Vehicle will travel the designated routes as it circles the City of Bacoor, loading commuters or passengers on the street and stopping exclusively at each of the designated pick-off points.
  - E. The motor vehicle shall stop at each designated pick-up/drop-off points, remain there and wait for passengers for at least \_\_\_\_\_ minutes and then proceed to the following stop.
  - F. The LGU BACOOR consents the designation of the pick-up and drop-off location as determine and agreed upon by both Parties.

**SECTION 3. OBLIGATIONS OF SM MALLS.** The SM MALLS undertake to provide and perform the following:

- A. Provision of the Libreng Sakay Program Vehicle, which is a sixty (60) seater bus.

- B. Solely accountable for the expenses of the Libreng Sakay Program Vehicle, to wit:
  - a. Gasoline expenses;
  - b. Rental of the Vehicle;
  - c. Salary of the Driver;
  - d. Repairs and maintenance of the Vehicle; and
  - e. Other analogous expenses
- C. Dedicate the first two (2) seats from the entrance door of the Vehicle exclusive for Senior Citizens, Person with Disability, and Pregnant Women
- D. Warrants that the Vehicle is being driven by a skilled driver with a valid and legitimate Drivers License, and shall exercise due diligence in transporting the passengers of the Libreng Sakay Program.

**SECTION 4. OBLIGATIONS OF LGU BACOR** The SM MALLS undertake to provide and perform the following:

- A. Provide an LED signage and City Government of Bacoor seal to be installed in the Libreng Sakay Program Vehicle; and
- B. Assist the Vehicle, through its Bacoor Traffic Management Department, during its course in the designated routes.

**SECTION 5. TERM AND TERMINATION.** Unless sooner revoked or terminated, the term of this Agreement shall be effective from the Effective Date as stated in this Agreement and shall expire at midnight of 29 SEPTEMBER 2024. This Agreement may be renewed at the instance of either party, by sending the other party a written notice at least sixty (60) days prior to the expiration thereof, under such terms and conditions as may be mutually acceptable to the Parties.

Either Party may terminate this Agreement without cause by providing the other party a written notice at least thirty (30) days prior to the intended date of termination, provided all outstanding obligations must be settled prior to such termination.

If either Party commits a material breach of any other terms and conditions of this Agreement, or unjustifiably refuses or fails to perform any of its obligations under this Agreement, the aggrieved Party may terminate this Agreement (i) effective immediately if the breach cannot be remedied; or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the material breach and the Party in breach has failed to cure such material breach or perform its obligations.

**SECTION 6.**

**INDEMNITY.**

- A. SM MALLS understands and acknowledges that the services it will offer to the patrons of the *Libreng Sakay Program* and the general public shall be a transaction that is exclusively between the SM MALLS and the pertinent client availing of the services. Thus, all attendant responsibilities and liabilities relating to the services provided by the SM MALLS shall be the sole burden and shall be for the sole account of SM MALLS.
- B. Either Party shall keep, save and hold the other Party free from all liabilities, penalties, losses, damages, costs expenses, causes of action, claims of judgments arising out of or by reason of any injury or liability caused by any person or persons, while in, upon or in any way connected with the Premises during the term of this Agreement.
- C. LGU BACCOOR or any of its officials and employees shall not be responsible for any damage, injury, error or any complaint, in connection with the performance of services by the SM MALLS employees/driver of the Vehicle.
- D. All employees/staff and driver hired by SM MALLS to drive and operate the Vehicle is not in any way connected with LGU BACCOOR. Hence, any issue insofar as their salary, compensation, benefits, and any other employer-employee concern is strictly between SM MALLS and its employees/staff and driver. Furthermore, LGU BACCOOR, including its officers, directors, employees, and representatives, shall not be responsible to answer for or be liable for the death, disability, injury, theft, harassment, sickness, or any accident suffered by the employees/personnel and driver hired or outsourced by SM MALLS while in the performance or exercise of their function/s.

**SECTION 7.**

**REPRESENTATION AND WARRANTIES.**

Each Party to this Agreement hereby represents and warrants to the other that:

- A. It is an entity organized and existing under and by virtue the laws of the Republic of the Philippines, with full power and authority to enter into this Agreement;
- B. It has obtained all necessary corporate and/or governmental approvals and/or authorizations for the execution of this Agreement;
- C. This Agreement shall, upon its execution, be valid, binding and enforceable against it in accordance with the terms hereof;
- D. It has obtained the necessary permit/s, license/s, or authorization/s from the proper government agencies or offices to perform its specific obligations under this Agreement and shall maintain said permit/s, license/s, or authorization for the entire duration of this Agreement;

- E. It shall be exclusively liable for any and all taxes, license fees, permit fees, charges and assessments which are imposed or may hereafter be imposed by the proper governmental tax authorities in relation to the performance of its specific obligations under this Agreement; and
- F. It shall faithfully comply with all the obligations, acts, and undertakings required hereunder, and conduct its business and operations in full compliance with all applicable national and local laws.

**SECTION 8. MISCELLANEOUS PROVISIONS.**

- A. **NON-EXCLUSIVITY.** SM MALLS agree that nothing in this Agreement shall in any way preclude other shopping mall entities or similar business establishments from entering into an agreement with LGU BACOOR that offers similar or analogous services.
- B. **SEVERABILITY.** In the event that any provision of this Agreement is declared in any judicial or competent Government instrumentality to be void, illegal or otherwise unenforceable, the Parties shall amend the provision in such reasonable manner as will achieve the intention of the Parties and the remaining provision of this Agreement shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the original intention of the Parties in which event, by mutual agreement, the parties may decide to terminate this Agreement.
- C. **AMENDMENTS.** This Agreement and any of the Annex/es to this Agreement may not be modified except in writing signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.
- D. **ENTIRE AGREEMENT AND INTEGRATION.** This Agreement and the Annex/es to this Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior agreements, discussions, proposals, whether written or oral on this subject matter.
- E. **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.
- F. **APPLICABLE LAW/VENUE OF SUITS.** This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Cavite, to the exclusion of all other venues.

**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.

**CITY GOVERNMENT  
OF BACOOR**  
By:

**SM CITY BACOOR and  
SM CITY MOLINO**  
By:

**Hon. STRIKE B. REVILLA**  
City Mayor  
CITY RESOLUTION NO. \_\_\_\_  
Series of 20\_\_

<FULL NAME>  
<Position Title/Designation>

SIGNED IN THE PRESENCE OF:

**Atty. AIMEE TORREFRANCA-NERI**  
City Administrator  
Bacoor City Administrators Office

<FULL NAME>  
<Position Title/Designation>

**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:

Name	Competent Evidence of Identity/ I.D./No.	Date/Place Issued
<b>STRIKE B. REVILLA</b>		
<FULL NAME>		

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 Memorandum of Agreement consisting of six (6) pages including this page where the acknowledgement appears has been signed by the parties and their instrumental witnesses on each and every page hereof.

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

Notary Public

Doc. No. \_\_\_\_  
Page No. \_\_\_\_  
Book No. \_\_\_\_  
Series of 202\_\_.