



Republic of the Philippines
Province of Cavite
City of Bacoor

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: ARIEL
DATE: 4/28/23 TIME: 2:01p
BACOR CITY, CAVITE

5th SANGGUNIANG PANLUNGSOD

Committee on Public Transportation and Traffic Management

COMMITTEE HEARING MINUTES

NO. PTTM-022-2023

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE LEASE AGREEMENT FOR LIBRENG SAKAY PROGRAM OF THE CITY OF BACOR WITH ELMS BUS LINER CO. LTD. (4069 GEN. TIRONA HIGHWAY MABOLO II, BACOR CITY, CAVITE) (PCR 276-2023 dated April 24, 2023.)**

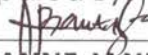
The 40th Regular Session of the 5th Sangguniang Panlungsod was presided over by the Acting Presiding Officer Hon. Reynaldo Palabrica held on April 24, 2023 at the Sangguniang Panlungsod Session Hall, 6th Flr. City of Bacoor Legislative and Disaster Resilience Building, Bacoor Government Center. The Presiding Officer declared a quorum.

A draft Memorandum of Agreement between the City Government and ELMS Bus Liner on the Libreng Sakay Project was submitted by the Office of the City Mayor to the Sangguniang Panlungsod for review and consideration.

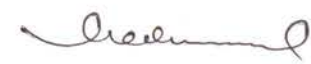
The said draft MOA, if implemented in accordance with the terms and conditions approved by the Sangguniang Panlungsod, shall help achieve the objectives such as minimizing the number of motor vehicles and ease traffic congestion on public roads within the City of Bacoor while giving the City Government employees and the public access to free public transportation to and from the Bacoor Government Center.

Committee Chair on Public Transportation and Traffic Management, Hon. Roberto Advincula moved for the approval of the said resolution. The members unanimously seconded the motion. The Acting Chair declared the motion approved.

Prepared By:


ARIANNE JANE C. BAUTISTA
Local Legislative Staff I

Attested By:


COUN. ROBERTO L. ADVINCULA
Chairman



Republic of the Philippines
Province of Cavite
City of Bacoor

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: ARIEL
DATE: 4/26/23 TIME: 2:01
BACOOR CITY, CAVITE

5th SANGGUNIANG PANLUNGSOD

Committee on Public Transportation and Traffic Management

COMMITTEE HEARING REPORT

NO. PTTM-022-2023

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE LEASE AGREEMENT FOR LIBRENG SAKAY PROGRAM OF THE CITY OF BACOOR WITH ELMS BUS LINER CO. LTD. (4069 GEN. TIRONA HIGHWAY MABOLO II, BACOOR CITY, CAVITE) (PCR 276-2023 dated April 24, 2023.)*

The 40th Regular Session of the 5th Sangguniang Panlungsod was presided over by the Acting Presiding Officer Hon. Reynaldo Palabrica held on April 24, 2023 at the Sangguniang Panlungsod Session Hall, 6th Flr. City of Bacoor Legislative and Disaster Resilience Building, Bacoor Government Center. The Presiding Officer declared a quorum.

FINDINGS:

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.

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.

RECOMMENDATION:

After a thorough review of all the matters brought before its attention, the Committee recommends that a resolution entitled A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE LEASE AGREEMENT FOR LIBRENG SAKAY PROGRAM OF THE CITY OF BACOOR WITH ELMS BUS LINER CO. LTD. (4069 GEN. TIRONA HIGHWAY MABOLO II, BACOOR CITY, CAVITE) be **APPROVED** by the Sangguniang Panlungsod.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 28th day of April 2023 at the City of Bacoor, Cavite.

Committee on Public Transportation and Traffic Management

COUN. ROBERTO L. ADVINCULA
Chairman

COUN. ADRIELTO G. GAWARAN
Vice Chairman

COUN. REYNALDO FABIAN
Member

COUN. MICHAEL SOLIS
Member

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 BACCOOR**, 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 BACCOOR**"

-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 BACCOOR** 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 BACCOOR** 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*"¹

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*

¹ *Department of Budget and Management (DBM), Budget and Management Circular No. 2013-1, Series of 2013, 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