



Republic of the Philippines  
Province of Cavite  
City of Bacoor

OFFICE OF THE  
SANGGUNIANG PANLUNGSOD  
RECEIVED  
BY: ARIEL

DATE: 7/17/23 TIME: 11:07  
BACOOR CITY, CAVITE

## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

Committee on Public Transportation and Traffic Management

### COMMITTEE HEARING MINUTES

NO. PTTM-026-2023

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Subject: *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, BACOOR AND P41 TODA OF IMUS CATERING TO PASSANGERS FROM MCI AGUINALDO HIGHWAY AND OLD PALICO ROAD TO MAMBOG 1 TO 4. (PCR 341-2023 dated July 10, 2023.)*

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The 51st Regular Session of the 5<sup>th</sup> Sangguniang Panlungsod was presided over by the Presiding Officer Hon. Rowena Bautista Mendiola held on July 10, 2023 at 11:30am at the Sangguniang Panlungsod Session Hall, 6<sup>th</sup> Flr. City of Bacoor Legislative and Disaster Resilience Building, Bacoor Government Center. The Presiding Officer declared a quorum.


On July 5, 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).

The Committee Chair Hon. Advincula approved the said resolution as it will lessen the burden of the commuter of tricycle in Mambog. It was unanimously seconded by the members. The motion was declared approved by the Presiding Officer.

Prepared By:

  
\_\_\_\_\_  
**ARIANNE JANE C. BAUTISTA**  
Local Legislative Staff I

Attested By:

  
\_\_\_\_\_  
**COUN. ROBERTO L. ADVINCULA**  
Chairman



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## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

### Committee on Public Transportation and Traffic Management

## COMMITTEE HEARING REPORT

NO. PTTM-026-2023

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#### **FINDINGS:**

The proposed Memorandum of Agreement provides that the Tricycle Operators and Drivers Association of Mambog, Bacoor (MITODA), and the Tricycle Operators and Drivers Association of Palico IV, Imus (P41 TODA) shall cater to passengers from MCI-corner Aguinaldo Highway and Old Palico Road to Mambog 1 to 4.

The proposed Memorandum of Agreement aims to improve the system of public transportation in the City of Bacoor.

#### **RECOMMENDATION:**

After a thorough review of all the matters brought before its attention, the Committee recommends that A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE CITY GOVERNMENT OF IMUS REGARDING THE OPERATIONS OF MITODA AND P41TODA CATERING TO PASSENGERS FROM MCI AGUINALDO HIGHWAY AND OLD PALICO ROAD TO MAMBOG 1 TO 4 be **APPROVED** by the Sangguniang Panlungsod.



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## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

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

Signed this 17<sup>th</sup> day of July 2023 at the City of Bacoor, Cavite.

### Committee on Public Transportation and Traffic Management

**COUN. ROBERTO L. ADVINCULA**  
Chairman

**COUN. ADRIELITO 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 entered into and executed this by and between:

**CITY OF BACCOOR**, 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 BACCOOR**";

**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.

This Memorandum of Agreement entered into and executed by the Agreement and hereby is attested to this 20th day of March, 2014, at Bacoor, Cavite.

1. For the City of Bacoor, I, \_\_\_\_\_, Mayor, do hereby certify that the above is a true and correct copy of the original.



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 P41-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 BACOR**

**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