



Republic of the Philippines
Province of Cavite
City of Bacoor

Approved
Sept 25
1:46 pm

5th SANGGUNIANG PANLUNGSOD

JOINT COMMITTEE ON SOCIAL SERVICES and COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

COMMITTEE REPORT NO. SS-10-S-2023

Subject: *A RESOLUTION AUTHORIZING THE ACTING CITY MAYOR, HON. ROWENA BAUTISTA-MENDIOLA, TO SIGN A MEMORANDUM OF UNDERSTANDING WITH SM CITY BACCOOR AND SM CITY MOLINO FOR THE IMPLEMENTATION OF LIBRENG SAKAY PROGRAM TO THE COMMUNITY FOR THE CITY OF BACCOOR. (PCR NO. 394-2023 dated September 11, 2023)*

The hearing was held on September 14, 2023 (Thursday) at 3:00PM at MSBR Conference Room, 4th Floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor City.

FINDINGS:

LCU 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.

RECOMMENDATION:

The City government of Bacoor recognizes the role of the private sector particularly the shopping malls within the City of Bacoor in contributing to the development of the city as well as for the enhancement of the quality of life for its residents.

After a thorough discussion and examination of the members of the joint committee and guests and city department representatives, lead Committee on Social Services Chairman, Adrieño Gawaran APPROVED the passage of the resolution: **"A RESOLUTION AUTHORIZING THE ACTING CITY MAYOR, HON. ROWENA BAUTISTA-MENDIOLA, TO SIGN A MEMORANDUM OF UNDERSTANDING WITH SM CITY BACCOOR AND SM CITY MOLINO FOR THE IMPLEMENTATION OF LIBRENG SAKAY PROGRAM TO THE COMMUNITY FOR THE CITY OF BACCOOR,** as recommended by Hon. Reynaldo Palabrica and was unanimously seconded by the joint committee members.



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

Signed this 14th day of September 2023 at the City of Bacoor, Cavite.

COMMITTEE ON SOCIAL SERVICES

HON. ADRIELITO G. GAWARAN

Chairman

Member, Rules and Privileges, Laws and Ordinances

HON. SIMPLICIO G. DOMINGUEZ

Vice Chairman

HON. MICHAEL E. SOLIS

Member

COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

HON. REYNALDO D. PALABRICA

Chairman

HON. LEVY M. TELA

Vice Chairman

HON. ALEJANDRO F. GUTIERREZ

Member



Republic of the Philippines
Province of Cavite
City of Bacoor

2.12
Sept 25, 2023
1:00 PM

5th SANGGUNIANG PANLUNGSOD

JOINT COMMITTEE ON SOCIAL SERVICES and COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

MINUTES OF HEARING NO. SS-10-S-2023

Subject: A RESOLUTION AUTHORIZING THE ACTING CITY MAYOR, HON. ROWENA BAUTISTA-MENDIOLA, TO SIGN A MEMORANDUM OF UNDERSTANDING WITH SM CITY BACOOR AND SM CITY MOLINO FOR THE IMPLEMENTATION OF LIBRENG SAKAY PROGRAM TO THE COMMUNITY FOR THE CITY OF BACOOR. (PCR NO. 394-2023 dated September 11, 2023)

Councilor Adrielito Gawaran, presided over the Joint Committee Hearing held last September 14, 2023 at exactly 3:00PM at MSBR Conference Room, 4th Floor, Bacoor Legislative and Disaster Resilience Building, Bacoor Government Center. He acknowledged the presence of the members of the joint committees and distinguished guests. He introduced the Honorable Councilors Simplicio Dominguez, Michael Salis, Reynaldo Palabrica, Levy Tela, Alejandro Gutierrez and Rogelio Notasco. He requested the attendees to introduce themselves. Bacoor Traffic Management Department representative Mr. Gerardo Foz, City Social Welfare and Development representative Ms. Chrisphina Castillo, and Office of City Legal Service representative Atty. Jesily Darta Mae Gutierrez, were gratefully acknowledged.

Committee Chairman read the written communication sent by the Acting City Mayor Hon. Rowena Bautista-Mendiola to Acting City Vice Mayor Hon. Catherine Sarino-Evaristo thru the SP Secretary Atty. Khalid Atega, Jr., stating the subject: Request for Authority to Enter into and Sign Memorandum of Understanding with SM City Bacoor and SM City Molino. Then, he asked the members to state their concern about the Libreng Sakay Program.

Mr. Lorenzo Calingasan, Assistant Vice President for Mall Operations of SM Group, introduced his team: Ms. Josephine Arvesu, Mall Manager of SM City Bacoor and Ms. Catherine Omarañ, Regional Public Relations Manager of SM Cavite Malls. Mr. Calingasan started to discuss the offer of SM Group of Companies, like SM Malls in Cavite. Mr. Calingasan mentioned about seven (7) SM Malls in the entire Cavite such as ; SM Malino and SM Bacoor, SM Dasmariñas (SM Market Mall Dasmariñas), SM Imus, SM Tanza, SM Rosario, SM Trece Martires and SM Tagaytay. They have more plans in the city of Bacoor, there is already a plan of constructing a third SM Mall. SM Malls express their sincere partnership with LGU Bacoor as their active participation in the nation building, particularly regarding transportation service.



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According to him, with their previous discussion with the City Mayor Strike Revilla, the Honorable Mayor fortified their offer of transportation service at the last stretch of 2023. The LGU supports the SM program for commuters. In connection to the Bakood Festival 2023, on September 29, 2023, there will be an Opening of Bacoor One-Stop Shop (BOSS) at SM City Bacoor, wherein a Libreng Sakay Program is to be launched. This will help the commuter population reduce their continuing problem in moving from one point to another also, the increase on the price of gasoline which affects greatly the residents of Bacoor.

For the period September 29 – December 21, 2023 or more than six 6 months, the Libreng Sakay Program will start with 1 unit 60-seater Airconditioned Bus with Six (6) round trips cycle daily. Inside the bus, the first two(2) seats from the entrance door of the vehicle will be exclusive for Senior citizens, Person with Disability and Pregnant Women. They have contracted bus supplier operating from 10AM – 5PM. As a matter of fact, SM conducted Dry Run (simulation) today (Thursday) before 12noon, only to determine the travelling time. Point to point, like from SM Bacoor to SM Molino (30-45 mins) via Aguinaldo Highway, St. Dominic, Bacoor Boulevard. Then, from SM Molino to SM Bacoor (22mins). (City Hall to SM Bacoor -12 mins) Via Bacoor Boulevard, Evangelista, Tirona.

Coun. Levy Teka clarified, "Mga empleyado ng City Hall lang ba ang sasakay? How will be the route pick up points?"

SM Representative said, "This is a point to point private transportation system, however, this will still be for review and study subject to changes, considering the no. of passengers."

Coun. Gawaran: As to travelling time problem, may we ask the help of BTMD? Mr. Gery Foz recommended that they can designate Traffic Enforcers to give priority to the vehicle.

Coun. Reynaldo Palabrica: BTMD is short of enforcers. He also suggested to use a Radio Frequency for Radio Communication to ease the traffic situation. This is also for the benefit of regular commuters and City Hall employees. During pay day, employees usually go shopping or do grocery at SM Malls, Coun. Palabrica added. He suggested to study the no. of trips, assume the exact pick-up time, between 7-7:30 in the morning and 4-5 in the afternoon.

Coun. Gawaran clarified, "wala po ba kaming sasaguting financial sa programa na yan"?

Mr. Calingasan replied, "ang SM ang sasagot sa mga expenses", such as : gasoline expenses, rental of the vehicle, salary of the driver, repairs and maintenance of the vehicle and other expenses.

As to peace and order, Coun. Gawaran also suggested to give attention to the safety and protection of the commuters. "We may assign Uniformed Security Marshall steadily seating in the bus to look after the passengers' security."



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Ms. Crisphina Castillo of CSWD is thankful for this program, "It will be of great help to reduce financial burden to the commuters particularly, senior citizens, person with disability and single parents and other PAY OUT recipients."

Atty. Jesily Darla Mae Gutierrez of CLSO said, the office will finalize the Memorandum of Understanding and as strongly emphasized by the body to consider the time element 7:30AM SM Bacoor pick up point going to City Hall, and 4:30PM pick up from City Hall.

Mr. Calingasan reminded the body, that holders of the SBR Card, will be the priority for the Libreng Sakay.

Coun. Rey Palabrica is grateful and even mentioned, " SM Malls is the biggest tax payer". He, then, recommend to pass a resolution regarding the above subject matter.

Coun. Gawaran acknowledged the harmonious partnership of SM Malls to Bacoor LGU.

There are no other matters to discuss, Coun. Alejandro Gutierrez moved for Adjournment, Coun. Palabrica seconded and other members of the council agreed.

The hearing was adjourned at 4:00 P.M.

COMMITTEE ON SOCIAL SERVICES

HON. ADRIELITO G. GAWARAN

Chairman

Member, Rules and Privileges, Laws and Ordinances

HON. SIMPLICIO G. DOMINGUEZ

Vice Chairman

HON. MICHAEL E. SOLIS


Member




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COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES



HON. REYNALDO D. PALABRICA
Chairman



HON. LEVY M. TELA
Vice Chairman



HON. ALEJANDRO F. GUTIERREZ
Member



OTHER MATTERS FOR SEPTEMBER 11, 2023

1. For First Reading: RESOLUTION - A RESOLUTION AUTHORIZING THE ACTING CITY MAYOR, HON. ROWENA BAUTISTA-MENDIOLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH SM CITY BACOR AND SM CITY MOLINO FOR THE IMPLEMENTATION OF LIBRENG SAKAY PROGRAM TO THE COMMUNITY OF THE CITY OF BACOR.



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Mayor

September 06, 2023

HON. CATHERINE SARINO-EVARISTO
Acting City Vice Mayor of Bacoor
Bacoor Government Center
Bacoor, Cavite

*Atty
Sept 9, 2023
11:00 AM*

Thru: **Atty. Khalid A. Atega, Jr.**
Sangguniang Panlungsod Secretary

Subject: **Request for Authority to Enter into and Sign Memorandum of Agreement with SM City Bacoor and SM City Molino** *Understanding*

Dear Hon. Sarino Evaristo:

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. The City Government of Bacoor likewise recognizes the role of the private sector particularly the shopping malls within the City of Bacoor in contributing to the development of the city as well as for the enhancement of the quality of life for its residents.

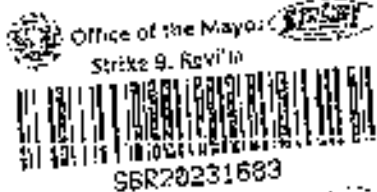
The City Government of Bacoor, SM City Molino and SM City Bacoor agree to cooperate and jointly commit in promoting the efficient and effective implementation of the **Libreng Sakay Program** to the community. Attached is the draft Memorandum of Agreement for your reference.

Please be advised that the official launch of this project will be on September 29, 2023. Hence, I am humbly requesting that this matter be treated with utmost urgency.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will grant me the authority to enter into and sign the abovementioned Memorandum of Agreement.

Thank you very much!

Royena
HON. ROYENA BAUTISTA-MENDIOLA
Acting City Mayor



MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (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**"

and

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 BACCOOR 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 BACCOOR 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 BACCOOR 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 BACCOOR** 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 BACCOOR 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 BACCOOR 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 BACOOD 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 Annexes 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 Annexes 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
STRIKE B. REVILLA		
<FULL NAME>		

known to me, and to me known to be the same persons who executed the foregoing Memorandum of Understanding 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 Understanding 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__.