



Committee on Public Transportation and Traffic Management
Committee on Rules and Privileges, Laws and Ordinances.

JOINT COMMITTEE HEARING REPORT
NO. PTTM-002-2025

Office of the Sangguniang Panlungsod
Approved by Joint Hearing
2025-02-25
J. M. Pina

Subject: A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT WITH THE LAND TRANSPORTATION OFFICE (LTO) REGION IV-A ON BEHALF OF THE CITY GOVERNMENT OF BACOR REGARDING ON THE DISTRIBUTION OF NEW LICENSE PLATES TO THE RESPECTIVE REGISTERED OWNERS OF PRIVATE AND FRANCHISED MOTOR VEHICLES.

(PCR 773-2025 dated February 24, 2025)

The above-captioned legislative measure was submitted on First Reading before the City Council on February 24, 2025. Due to the urgent nature of the said proposed measure, the City Council unanimously voted to suspend the internal rules. With the said Rules suspended, Hon. Roberto Advincula moved for the approval of the proposed measure which aims to distribute new license plates to the respective registered owners of private and franchised motor vehicles for the benefit of the people of the City of Bacoor and the general public.

UNANIMOUSLY APPROVED this March 10, 2025 at the City of Bacoor, Cavite.

Committee on Public Transportation and Traffic Management

COUN. ROBERTO L. ADVINCULA

Chairman

COUN. ADRIELITO G. GAWARAN

Vice Chairman

Member – Rules and Privileges, Laws and Ordinances

COUN. MICHAEL SOLIS

Member

COUN. REYNALDO FABIAN

Member





Republic of the Philippines
Province of Cavite
CITY OF BACOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



CGBR-SPBac-F01.02

01/20/2025



Committee on Rules and Privileges, Laws and Ordinances


COUN. REYNALDO PALABRICA

Chairman


COUN. LEVY TELA

Vice Chairman


COUN. ALEJANDRO GUTIERREZ

Member

COMMITTEE REPORT NO. PTTM-002-2025

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PCR – 773-2025 – A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT WITH THE LAND TRANSPORTATION OFFICE (LTO) REGION IV-A ON BEHALF OF THE CITY GOVERNMENT OF BACOR REGARDING ON THE DISTRIBUTION OF NEW LICENSE PLATES TO THE RESPECTIVE REGISTERED OWNERS OF PRIVATE AND FRANCHISED MOTOR VEHICLES.



Address: Bacoor Legislative and District Residence Bldg.
Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: (046) 417-0727
Website: www.bacoorcity.gov.ph



Cert no. 24/181809



Committee on Public Transportation and Traffic Management
Committee on Rules and Privileges, Laws and Ordinances.

JOINT COMMITTEE MINUTES
NO. PTTM-002-2025

Office of the Sangguniang Panlungsod
Received by: Janet Priole
Date: 3/11/2025
Time: 3:00 pm

Subject: A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT WITH THE LAND TRANSPORTATION OFFICE (LTO) REGION IV-A ON BEHALF OF THE CITY GOVERNMENT OF BACOOR REGARDING ON THE DISTRIBUTION OF NEW LICENSE PLATES TO THE RESPECTIVE REGISTERED OWNERS OF PRIVATE AND FRANCHISED MOTOR VEHICLES.
(PCR 773-2025 dated February 24, 2025)

The 130th Regular Session of the 5th Sangguniang Panlungsod was chaired over by presiding officer, Vice Mayor Rowena Bautista-Mendiola held on March 3, 2025 at the Sangguniang Panlungsod Session Hall, 6th Flr., City of Bacoor Legislative and Disaster Resilience Building, Bacoor Government Center. The session was formally opened at 10:00am by the presiding officer and declared a quorum.

The City Mayor, Hon. Strike B. Revilla wrote to the Acting City Vice Mayor, Hon. Catherine Sarino – Evaristo in reference to the letter of Ms. Leslie Dianne V. Morales, Officer in Charge of Bacoor Traffic Management Department in relation with the draft Memorandum of Agreement (MOA) between Land Transportation Office (LTO) Region IV-A and the City Government of Bacoor in the distribution of new license plates to the respective owners of private and franchised motor vehicles.

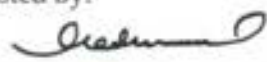
At the 130th Regular Session, held on March 3, 2025, the aforementioned proposed resolution was approved by the committee chairman, Hon. Roberto L. Advincula and unanimously seconded by the council members.

The session adjourned at 11:50am upon the motion of Hon. Alex F. Gutierrez and approved by the council members.

Prepared By:


EVELYN L. AMORA
Local Legislative Staff Assistant I

Attested By:


COUN. ROBERTO L. ADVINCULA
Chairman





Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the City Mayor



19 February 2025

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: RUTH/916
DATE: 2/20/25 TIME: 9:36
BACDOR CITY CAVITE

THRU: Atty. Khalid Atega, Jr.
Sangguniang Panlungsod Secretary

SUBJECT: Request for Authority to Enter Into and Sign the
Memorandum of Agreement with LTO Region IV-A

Dear Hon. Sarino-Evaristo:

The Land Transportation Office Region IV-A is in need of assistance in the distribution of new license plates to the respective registered owners of private and franchised motor vehicles. In LTO's letter to the BTMD, a draft Memorandum of Agreement (MOA) was attached by LTO-Bacoor, subject for the review of the City. This draft MOA, already reviewed and revised, is attached herewith for your immediate reference.

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 Memorandum of Agreement with LTO Region IV-A.

Respectfully yours,


STRIKE B. REVILLA
City Mayor



Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph



Cert. no. 24/181809



Republic of the Philippines
Province of Cavite
CITY OF BACOOR



OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT LETTER NO. 118, Series of 2025

TO : Hon. STRIKE B. REVILLA
City Mayor

SUBJECT : Transmittal – Memorandum of Agreement with LTO Region IV-A

DATE : 19 February 2025

This Office has accomplished the review of the Memorandum of Agreement with the Land Transportation Office Region IV-A, for the distribution of new license plates to the respective registered owners of private and franchised motor vehicles. For your convenience, this Office has also provided a draft endorsement to the Sangguniang Panlungsod for the grant of authority to sign the said MOA.

All told, this Office hereby formally transmits to your good office a copy of the said Memorandum of Agreement for your review and, if found sufficient, for further endorsement to the Sangguniang Panlungsod, for its appropriate action.

Thank you.

Respectfully yours,

ATTY. MARIUS D. SUMIRA
Office of the City Legal Service

Approved by:

ATTY. KIM NYCA R. LOFRANCO
City Legal Officer



Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph



Cert. no. 24/151809

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is executed by and between:

The **LAND TRANSPORTATION OFFICE REGION IV-A**, a national government agency, duly organized and existing under Executive Order No. 125 which was later amended by Executive Orders No. 125-A dated April 13, 1987 and E. O. 226 dated July 25, 1987, with principal office at LTO Region IV-A Regional Office, Old City Hall Compound, Morada Ave., Interior B, Brgy. Poblacion I, Lipa City, Batangas, represented herein by its Chief of Office, _____, duly authorized for this purpose under Office Order No. _____ (copy of which is attached as **Annex "A"**), herein referred to as "**FIRST PARTY**";

-and-

The **CITY GOVERNMENT OF BACOR**, a local government unit created and existing under 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, represented herein by its City Mayor, Hon. **STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in Sangguniang Panlungsod Resolution No. _____, Series of 2024, hereinafter referred to as the "**LGU BACOR**", (copy of which is attached as **Annex "B"**), herein referred to as "**SECOND PARTY**".

WITNESSETH: That,

WHEREAS, the **FIRST PARTY** is an agency of the Government mandated by law to be responsible for the issuance of license plates, among others, in the Philippines;

WHEREAS, the **FIRST PARTY** is in need of assistance accessible to its stakeholders to help realize its mandate of bringing its services closer to the people by providing convenience to our countrymen through public entities who are voluntarily offering their services as a public service;

WHEREAS, Section 16 of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, mandates every Local Government Unit (LGU) to exercise powers essential to the promotion of the general welfare, and within their territorial jurisdiction ensure safety, maintain peace and order, and preserve the comfort and convenience of the inhabitants;

WHEREAS, under the said Code, certain functions of the Department of Transportation and Communications (DOTC) were transferred or devolved to the LGUs. Thus, Section 458(3)(vi) of the Local Government Code of 1991 states that:

"(3) Subject to the provisions of Book II of this Code, enact ordinances granting franchises and authorizing the issuance of permits or licenses, upon such conditions and for such purposes intended to promote the general welfare of the inhabitants of the city and pursuant to this legislative authority shall:

XXX

(vi) Subject to the guidelines prescribed by the Department of Transportation and Communications, regulate the operation of tricycles and grant franchises for the operation thereof within the territorial jurisdiction of the city."

WHEREAS, road safety has become a major social policy concern due to the increasing number of traffic accidents, proliferation of colorum or illegal units, and an ever-increasing number of families that are dependent on transportation services for livelihood. The number of motor vehicles operating in the CITY OF BACOR continues to increase exponentially without license plates or with improvised plates, and large majorities of the riding public continue to patronize public transport;

WHEREAS, the **SECOND PARTY** has agreed to receive and deliver license plates to motor vehicles both private and for hire, including Public Motorized Tricycle For Hire, and presently granted with franchise to operate within its Geographical Area of Responsibility;

WHEREAS, the **SECOND PARTY** has the facilities and resources to distribute and deliver new license plates to the respective registered owner of private and franchised motor vehicles;

ACCORDINGLY, for and in consideration of the foregoing premises, the **PARTIES** hereby agree as follows:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

a. Distribution of License Plates for Tricycles

1. The FIRST PARTY shall:

- 1.1. Provide a copy of the Plate Distribution Template (herein attached as **Annex "C"**) and request the **SECOND PARTY** to fill up the details under the boxes for LGU;
- 1.2. After receipt of the Plate Distribution Template from the **SECOND PARTY**, fill up the details under the boxes for LTO;
- 1.3. Furnish the **SECOND PARTY** a copy of the duly accomplished template;

2. The SECOND PARTY shall:

- 2.1. Accomplish the Plate Distribution Template and confirm that the same is a comprehensive list of all Public Motorized Tricycle For Hire presently granted with franchise to operate within its Geographical Area of Responsibility and undertake to update the list if warranted;

b. Distribution of License Plates for other Motor Vehicles (For Hire and Private)

1. The FIRST PARTY shall:

- 1.1. Launch an information campaign through its social media

platform notifying the public, particularly the registered owners of Motor Vehicles, whether for hire or private, with no issued license plate, unclaimed license plate, or replacement license plate, that license plates shall be distributed in partnership with the City Government of Bacoor;

- 1.2. Receive from the **SECOND PARTY** a list of Motor Vehicles with New, Unclaimed, and/or Replacement License Plates;
- 1.3. Verify the list submitted by the **SECOND PARTY**;

2. The **SECOND PARTY** shall:

- 2.1. Launch an information campaign notifying its constituents with Motor Vehicles, whether for hire or private, that LTO shall distribute new, unclaimed, and/or replacement License Plates through the City Government of Bacoor;
- 2.2. Submit to the **FIRST PARTY** a list of registered owners who wish to claim their new, unclaimed, and/or Replacement license plates, particularly describing the name and address of the registered owner and plate number;

c. **Common Provisions**

1. The **FIRST PARTY** shall:

- 1.1. Through its Supply and Property Division/District Office/Extension Office deliver to the **SECOND PARTY** in the total number of Public Motorized Tricycle For Hire License Plates, as indicated in the Plate Distribution Template for Tricycles, and License Transfer Form for other Motor Vehicles, to be released in full in accordance with the terms and conditions provided in this Agreement;
- 1.2. Through its Monitoring and Evaluation Team, see to it that the license plates transferred to the **SECOND PARTY** shall be distributed properly to its registered owners;
- 1.3. Provide assistance to the **SECOND PARTY** in the distribution of license plates; and
- 1.4. Perform any other acts necessary, or as may be requested by the **SECOND PARTY**, for the accomplishment of the purpose of this Agreement.

2. The **SECOND PARTY** shall:

- 2.1. Through its Bacoor Traffic Management Department <Office designated by the LGU> properly receive the license plates provided by the **FIRST PARTY** and shall see to it that these are distributed to its registered owner for the purpose for which the same are intended, in accordance with existing and applicable law, rules and regulations, and subject to the usual accounting and auditing rules and regulations;
- 2.2. Through its Bacoor Traffic Management Department Head <name/office of property custodian> properly safe keep the transferred tricycle plates prior, during and after its scheduled distribution;
- 2.3. Duly acknowledge in the License Plates Transfer Form (herein attached as **Annex "D"**) for the license plates received from the **FIRST PARTY**;
- 2.4. Separately keep and maintain any/all necessary records for

the project, which shall be voluntarily submitted whenever required and subjected to monitoring and evaluation of the **FIRST PARTY**, and furnish fully the certified true copies of any/ all required documents;

- 2.5. Submit accomplishment/ terminal reports to the **FIRST PARTY** to include properly documented reports with complete attachments within thirty (30) days after the completion of the program;
- 2.6. Return to the **FIRST PARTY** any/ all undistributed license plates upon completion and/or termination of the project within fifteen (15) calendar days;
- 2.7. Submit a statistical report of license plates distributed and those not delivered, if any, and the reason for the failure of distribution; and
- 2.8. Perform any other acts necessary, or as may be requested by the **FIRST PARTY**, for the accomplishment of the purpose of this Agreement.

II. ETHICAL CONDUCT OF EXTENSION ACTIVITIES

The **PARTIES** have the responsibility of ensuring that the conduct of the activities under this agreement is in accordance with ethical standards, especially those affecting vulnerable and marginalized sectors and communities.

III. TERMINATION AGREEMENT OR NOTICE

This Agreement is automatically terminated upon the accomplishment of its purpose or the distribution of all license plates to its respective owners and the submission of the **SECOND PARTY** of a written notice that all license plates have been distributed to its respective owners.

Either **PARTY** may, based on evidence of failure of either **PARTY** to comply with the terms of this agreement, or in the event either **PARTY** incurs unreasonable delay, inaction, or break of obligation under the Memorandum of Agreement, issue a notice of intent to terminate this agreement. A **PARTY** shall give not less than ten (10) days' day-written notice to the other **PARTY** with its intent to terminate this agreement in whole or in part.

The termination notice shall establish the effective date of the termination of this Agreement.

If either **PARTY** has a dispute of any kind whatsoever arising from or in connection with the implementation or interpretation of this contract, the parties shall make every effort to resolve such dispute or difference by mutual consultation.

IV. BASIS FOR TERMINATION

This Agreement may be terminated by either **PARTY** for cause. Cause for termination of either **PARTY** includes failure of either **PARTY** to make satisfactory progress toward achieving the level of participation or

other evidence satisfactory to prove that either **PARTY** failed or is unable to perform its obligations in accordance with the provisions of this agreement.

V. EFFECT OF TERMINATION

Upon termination, the **SECOND PARTY** must return all license plates to the **FIRST PARTY** with a statistical report on the distribution of license plates.

VI. GENERAL PROVISIONS

1. The **PARTIES** hereby agree to prioritize the distribution of license plates for all Public Motorized Tricycle For Hire;
2. Notwithstanding the above provision, the **PARTIES** may agree to distribute license plates for other motor vehicles pending, simultaneously or after the complete distribution of license plates for all Public Motorized Tricycle For Hire;
3. The **PARTIES** hereby acknowledge to adhere to the prescribed accounting entries for booking up property/ equipment transferred pursuant to this program.
4. The **PARTIES** warrant that they shall perform their respective undertakings and commitments for the full and satisfactory performance of this Agreement.
5. It is understood that the failure of either party to demand strict compliance with any term or condition of this Agreement shall not be construed as a waiver and/or estoppel on the part of the said party for the enforcement of any of its rights or to subsequently demand compliance therewith during the subsistence of this Agreement.
6. This Agreement is the complete and exclusive statement of agreement concerning the subject matter of this Agreement and supersedes all prior understandings, oral communications, and writings in respect of the subject matter of this Agreement. This Agreement may be amended or modified only in writing and signed by the **PARTIES**.

VII. SEPARABILITY CLAUSE

In the event that one or more provisions contained herein shall be held invalid, illegal, or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal, and enforceable.

VIII. DOCUMENTS COMPRISING THIS AGREEMENT

All appendices hereto attached are hereby expressly made an integral part of this Agreement by reference, excluding inconsistencies with any/all part, terms, and conditions contained in this Memorandum of Agreement.

Either **PARTY** may require submission of any additional documents as may be required by existing and applicable law, rules, and regulations.

IX. EFFECTIVITY OF THE AGREEMENT

This Agreement shall take effect upon its execution and shall be in effect until otherwise terminated by the **PARTIES** and may be renewed or extended upon mutual agreement of the **PARTIES**.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures this ____ day of February 2025, at Bacoor City, Cavite, Philippines.

For the FIRST PARTY:

For the SECOND PARTY:

**LAND TRANSPORTATION OFFICE
REGION IV-A**

CITY GOVERNMENT OF BACOR

By:

By:

Chief of Office

Hon. STRIKE B. REVILLA
City Mayor

SIGNED IN THE PRESENCE OF:

Assistant Chief of Office

Leslie V. Morales
OIC, BTMD

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Bacoor, Cavite) S. S.

BEFORE ME, a Notary Public, for and in the City of Bacoor, Cavite, this ____ day of February 2025, personally appeared:

	ID No.	Issued on/Issued at
STRIKE B. REVILLA		

Known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Memorandum of Agreement (MOA) consisting of six (6) pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof, and sealed with my notarial seal.

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

NOTARY PUBLIC

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2025.



Republic of the Philippines
Province of Cavite
CITY OF BACOR
Office of the City Mayor



02/06/2025
AWARDEE
8 years
in a row!

CGBCR-MO-03-F01.02
01/15/2025

INCOMING DOCUMENTS

MS. LESLIE DIANNE V. MORALES

DRAFT MOA IS SUBMITTED FOR REVIEW BEFORE YOUR APPROVAL

Remarks:

DRAFT MOA FOR THE APPROVAL OF MSBR.

Athy km
For your study & endorse to SP *Rodwin*
2/1/25

Received by:
Angel - Legal
1:51 pm

MSBR/ FOR APPROVAL



Republic of the Philippines
Province of Cavite
CITY OF BACOR
Office of the City Mayor



AWARDEE
8 years
in a row!

CGBCR-MO-03-F01.02
01/15/2025

INCOMING DOCUMENTS

Ref No. 0255 Date: 02-06-25 Time: 9:24 pm

Received By: CHE

Full Name: Kathleen Sacramento

Contact No.: 0915653 0448

Address: Bayanan



Republic of the Philippines
Province of Cavite
CITY OF BACOOR



CGC/BCR-BTMD-05-F01.03
01/06/20255



06 February 2025

HON. STRIKE B. REVILLA
City Mayor

Sir:

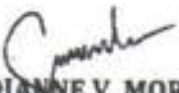
The attached Draft Memorandum of Agreement (MOA) between Land Transportation Office (LTO) and the City Government of Bacoor was received by the office of the undersigned this morning. The MOA is sent by LTO Bacoor Chief Bernadette Timonera.

The letter is about the plate numbers of TODA members that will be turned over to us by LTO Bacoor, then the City of Bacoor will be the one to distribute it to the TODA.

As per LTO Bacoor, the draft MOA is subject for review before your approval Sir.

Thank you very much.

Respectfully yours,


LESLIE DIANNE V. MORALES
Officer-In-Charge, BTMD



SCAN ME



Address: Bacoor Government Center, Bacoor Blvd.
Duty Station: City of Bacoor, Cavite
Punking 434 1111
Website: www.bacoor.gov.ph



0273

Cert no. 24 181829

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

The **LAND TRANSPORTATION OFFICE REGION IV-A**, a national government agency, duly organized and existing under Executive Order No. 125 which was later amended by Executive Orders No. 125-A dated April 13, 1987 and E. O. 226 dated July 25, 1987, with principal office at LTO Region IV-A Regional Office, Old City Hall Compound, Morada Ave., Interior B, Brgy. Poblacion I, Lipa City, Batangas, represented herein by its **Chief of Office, NAME: Chief of Office, duly authorized for this purpose under Office Order _____** (copy of which is attached as **Annex "A"**) herein referred to as **"FIRST PARTY"**;

-and-

The **<COMPLETE NAME OF LGU>**, a local government unit created and existing under the Philippine laws with seat of government at **<City/Municipality, Province>**, represented herein by its **City/Municipal Mayor, <COMPLETE NAME > duly authorized for this purpose under Sangguniang Bayan Resolution No. XXX, Series of 2025, approved on XX Feb 2025** (copy of which is attached as **Annex "B"**), herein referred to as **"SECOND PARTY"**

WITNESSETH: That,

WHEREAS, THE FIRST PARTY is an agency of the Government mandated by law to be responsible for the issuance of license plates, among others, in the Philippines;

WHEREAS, THE FIRST PARTY is in need of assistance accessible to its stakeholders to help realize its mandate of bringing its services closer to the people by providing convenience to our countrymen through public entities who are voluntarily offering their services as a public service;

WHEREAS, Section 16 of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, mandates every Local Government Unit (LGU) to exercise powers essential to the promotion of the general welfare, and within their territorial jurisdiction ensure safety, maintain peace and order, and preserve the comfort and convenience of the inhabitants;

WHEREAS, under the said Code, certain functions of the Department of Transportation and Communications (DOTC) were transferred or devolved to the LGUs. Thus, Section 458(3)(vi) of the Local Government Code of 1991 states that:

" (3) Subject to the provisions of Book II of this Code, enact ordinances granting franchises and authorizing the issuance of permits or licenses, upon such conditions and for such purposes intended to promote the general welfare of the inhabitants of the city and pursuant to this legislative authority shall:

XXX

(vi) Subject to the guidelines prescribed by the Department of Transportation and Communications, regulate the operation of tricycles and grant franchises for the operation thereof within the territorial jurisdiction of the city."

WHEREAS, road safety has become a major social policy concern due to the increasing number of traffic accidents, proliferation of colorum or illegal units, and an ever-increasing number of families that are dependent on transportation services for livelihood. The number of motor vehicles operating in **<NAME OF CITY/MUNICIPALITY>** continues to increase exponentially without license plates or with improvised plates and large majorities of the riding public continue to patronize public transport;

WHEREAS, THE SECOND PARTY has agreed to receive and deliver license plates to motor vehicles both private and for hire, including Public Motorized Tricycle For Hire and presently granted with franchise to operate within its Geographical Area of Responsibility;

WHEREAS, the **SECOND PARTY** has the facilities and resources to distribute and deliver new license plates to the respective registered owner of private and franchised motor vehicles;

ACCORDINGLY, for and in consideration of the foregoing premises, the parties hereby agree as follows:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

a. Distribution of License Plates for Tricycles

1. The FIRST PARTY shall:

- 1.1. Provide a copy of the **Plate Distribution Template** (herein attached as **Annex "C"**) and request the **SECOND PARTY** to fill up the details under the boxes for LGU;
- 1.2. After receipt of the **Plate Distribution Template** from the **SECOND PARTY**, fill up the details under the boxes for LTO;
- 1.3. Furnish the **SECOND PARTY** a copy of the duly accomplished template;

2. The **SECOND PARTY** shall:

- 2.1. Accomplish the **Plate Distribution Template** and confirm that the same is a comprehensive list of all Public Motorized Tricycle For Hire presently granted with franchise to operate within its Geographical Area of Responsibility and undertakes to update the list if warranted;

b. **Distribution of License Plates for other Motor Vehicles (For Hire and Private)**

1. The **FIRST PARTY** shall:

- 1.1 Launch an information campaign through its social media platform notifying the public that registered owners of Motor Vehicles, whether for hire or private, with no issued license plate, unclaimed license plate or replacement license plates shall be distribute in partnership with the Local Government of **(name of LGU)**;
- 1.2 Receive from the **SECOND PARTY** a list of Motor Vehicles with New, Unclaimed and/or Replacement License Plates;
- 1.3 Verify the list submitted by the **SECOND PARTY**;

2. The **SECOND PARTY** shall:

- 2.1 Launch an information campaign notifying its constituents with Motor Vehicles, whether for hire or private, that LTO shall distribute new, unclaimed and/or Replacement License Plates through the Local Government of **(name of LGU)**;
- 2.2 Submit to the **FIRST PARTY** a list of registered owners who wish to claim their new, unclaimed and/or Replacement license plates, particularly describing the name and address of the registered owner and plate number;

c. **Common Provisions**

1. The **FIRST PARTY** shall:

- 1.1. Through its **Supply and Property Division/District Office/Extension Office** deliver to the **SECOND PARTY** in the total number of Public Motorized Tricycle For Hire License Plates, as indicated in the **Plate Distribution Template for Tricycles**, and License Transfer Form for other Motor Vehicles, to be released in full in accordance with the terms and conditions provided in this Agreement;
- 1.2. Through its Monitoring and Evaluation Team, see to it that the license plates transferred to the **SECOND PARTY** shall be distributed properly to its registered owners;
- 1.3. Provide assistance to the **SECOND PARTY** in the distribution of license plates; and

- 1.4. Perform any other acts necessary, or as may be requested by the **SECOND PARTY**, for the accomplishment of the purpose of this Agreement.

2. The **SECOND PARTY** shall:

- 2.1. Through its **Transport Division <Office designated by the LGU>** properly receive the license plates provided by the **FIRST PARTY** and shall see to it that these are distributed to its registered owner for the purpose for which the same are intended, in accordance with existing and applicable law, rules and regulations, and subject to the usual accounting and auditing rules and regulations;
- 2.2. Through its **<name/office of property custodian>** properly safekeep the transferred tricycle plates prior, during and after its scheduled distribution;
- 2.3. Duly acknowledge in the **License Plates Transfer Form** (herein attached as **Annex "D"**) for the license plates received from the **FIRST PARTY**;
- 2.4. Separately keep and maintain any/all necessary records for the project which shall be voluntarily submitted whenever required and subjected to monitoring and evaluation of the **FIRST PARTY** and furnish fully the certified true copies of any/ all required documents;
- 2.5. Submit accomplishment/ terminal report to the **FIRST PARTY** to include properly documented reports with complete attachments within thirty (30) days after the completion of the program;
- 2.6. Return to the **FIRST PARTY** any/ all undistributed license plates upon completion and/or termination of the project within fifteen (15) calendar days;
- 2.7. Submit a statistical report of license plates distributed and those not delivered, if any, and the reason for the failure of distribution; and
- 2.8. Perform any other acts necessary, or as may be requested by the **FIRST PARTY**, for the accomplishment of the purpose of this Agreement.

II. ETHICAL CONDUCT OF EXTENSION ACTIVITIES

The **PARTIES** have the responsibility of ensuring that the conduct of the activities under this agreement is in accordance with ethical standards especially those affecting vulnerable and marginalized sectors and communities.

III. TERMINATION AGREEMENT OR NOTICE

This Agreement is automatically terminated upon the accomplishment of its purpose or the distribution of all license plates to

its respective owners and the submission of the **SECOND PARTY** written notice that all license plates has been distributed to its respective owners.

Either **PARTY** may, based on evidence of failure of either **PARTY** to comply with the terms of this agreement, or in the event the either **PARTY** incurs unreasonable delay, inaction, or break of obligation under the Memorandum of Agreement, issue a notice of intent to terminate this agreement. A **PARTY** shall give not less than ten days written notice to the other **PARTY** with its intent to terminate this agreement in whole or in part.

The termination notice shall establish the effective date of the termination of this Agreement.

If either **PARTY** has a dispute of any kind whatsoever arising from or in connection with the implementation or interpretation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

IV. BASIS FOR TERMINATION

This Agreement may be terminated by either **PARTY** for cause. Cause for termination of either **PARTY** includes failure of either **PARTY** to make satisfactory progress toward achieving level of participation; or other evidence satisfactory to prove that either **PARTY** failed or is unable to perform its obligations in accordance with the provisions of this agreement.

V. EFFECT OF TERMINATION

Upon termination, the **SECOND PARTY** must return all license plates to the **FIRST PARTY** with a statistical report on the distribution of license plates.

VI. GENERAL PROVISIONS

1. The **PARTIES** hereby agree to prioritize the distribution of license plates for all Public Motorized Tricycle For Hire;
2. Notwithstanding the above provision, the **PARTIES** may agree to distribute license plates for other motor vehicles pending, simultaneously or after the complete distribution of license plates for all Public Motorized Tricycle For Hire;
3. The **PARTIES** hereby acknowledges to adhere to the prescribed accounting entries for booking up property/ equipment transferred pursuant to this program.

4. The parties warrant that they shall perform their respective undertakings and commitments for the full and satisfactory performance of this Agreement.
5. It is understood that the failure of either party to demand strict compliance with any term or condition of this Agreement shall not be construed as a waiver and/or estoppel on the part of the said party for the enforcement of any of its rights or to subsequently demand compliance therewith during the subsistence of this Agreement.

VII. SEPARABILITY CLAUSE

In the event that one or more provisions contained herein shall be held invalid, illegal or unenforceable in any respect and for any reason, the remaining provisions shall remain valid, legal and enforceable.

VIII. DOCUMENTS COMPRISING THIS AGREEMENT

All appendices hereto attached are hereby expressly made an integral part of this agreement by reference, excluding inconsistencies with any/all part, terms, and conditions contained in this Memorandum of Agreement.

Either PARTY may require submission of any additional documents as may be required by existing and applicable law, rules and regulation.

IX. EFFECTIVITY OF THE AGREEMENT

This Agreement shall take effect upon its execution and shall be in effect until **otherwise terminated by the PARTIES** and may be renewed or extended upon mutual agreement of the PARTIES.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures this ____ day of _____ 2025, at _____, Philippines.

**LAND TRANSPORTATION OFFICE
REGION IV-A
FIRST PARTY**

By:

<NAME OF LGU>

SECOND PARTY

By:

**NAME: Chief of Office
Chief of Office**

**<NAME of City/Mun Mayor>
City/Municipal Mayor**

Signed in the presence of.

NAME Asst Chief
Assistant Chief of Office

<NAME OF Witness>
<Designation>

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City of _____)S. S.

BEFORE ME, a Notary Public, for and in the City of _____,
this _____ day of _____, 20____, personally appeared:

ID No.

Issued on/Issued
at

<NAME CHIEF OF OFFICE>

<NAME CITY/MUN MAYOR> _____

Known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Memorandum of Agreement (MOA) consisting of **nine (9) pages**, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2025