



Republic of the Philippines
Province of Cavite
CITY OF BACOR

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. RAMON N. BAUTISTA
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. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2025-672 SERIES OF 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 THE DISTRIBUTION OF NEW LICENSE PLATES TO THE RESPECTIVE REGISTERED OWNERS OF PRIVATE AND FRANCHISED MOTOR VEHICLES.

Sponsored by:

Hon. Roberto L. Advincula

Co-Sponsored by:

Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis, and Hon. Levy M. Tela.

WHEREAS, on 20 February 2025, the Office of the City Mayor sent an endorsement letter requesting the Sangguniang Panlungsod to issue a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement (MOA) on behalf of the City Government of Bacoor with the Land Transportation Office (LTO) Region IV-A regarding the distribution of new license plates to the respective registered owners of private and franchised motor vehicles.

WHEREAS, the LTO Region IV-A is in need of assistance accessible to its stakeholders through public entities like the City Government of Bacoor who are voluntarily offering its services by providing convenience to the public;

WHEREAS, the City Government of Bacoor has the facilities and resources to distribute and deliver new license plates to the registered owners of private and franchised motor vehicles.

WHEREAS, a draft Memorandum of Agreement (MOA) was sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration. The Sangguniang Panlungsod deliberated thereon and found its terms and conditions to be in accordance with law. The proposed MOA is incorporated hereto and will be made a part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Hon. Roberto L. Advincula unanimously seconded by the Body, **BE IT**





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SK Federation President

Attested by:

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

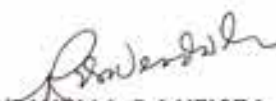
RESOLVED AS IT IS HEREBY RESOLVED by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Mayor Strike B. Revilla, to sign a MOA on behalf of the City Government of Bacoor with the Land Transportation Office (LTO) Region IV-A.

RESOLVED FURTHER, to furnish the Office of the City Mayor, the LTO Region IV-A, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this resolution.

UNANIMOUSLY APPROVED, this 3rd day of March 2025 during the regular session of the 5th Sangguniang Panlungsod of the City of Bacoor.

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

Certified:


HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested:


ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted:


HON. STRIKE B. REVILLA
City Mayor

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor



Noted by:

HON. STRIKE B. REVILLA
City Mayor



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 1, 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 Bacor Government Center, Bacor Boulevard, Barangay Bayanan, Bacor 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 Bacoar;

- 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 Bacoar;
- 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 *Bacoar 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 *Bacoar 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 BACOOR

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.

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

NOTARY PUBLIC