



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



CGBCR-SPBac-03-P01.03
07/01/2025



DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGELS S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA

City Vice Mayor/Presiding Officer

Noted by:

HON. STRIKE B. REVILLA

City Mayor

CITY RESOLUTION NO. 2025-837

Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH SM PRIME HOLDINGS, INC. ON BEHALF OF THE CITY GOVERNMENT OF BACOR PERTAINING TO THE RENEWAL OF THE "LIBRENG SAKAY" PROGRAM.

Sponsored by:

Hon. Roberto L. Advincula, Hon. Miguel N. Bautista, Hon. Horacio M. Brillantes, Jr., Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino Evaristo, Hon. Randy C. Francisco, Hon. Manolo S. Galvez, Jr., Hon. Adrielito G. Gawaran, Hon. Reynaldo M. Fabian, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Levy M. Tela, and Hon. Ricardo F. Ugalde.

WHEREAS, on 17 October 2025, the Sangguniang Panlungsod received a letter from the Office of the City Mayor requesting for the approval of a resolution authorizing the City Mayor to sign a Memorandum of Agreement with SM Prime Holdings, Inc. on behalf of the City Government of Bacoor with regard the renewal of the "Libreng Sakay" program of the City Government.

WHEREAS, as part of its corporate social responsibility program and in support of the call of the City Government of Bacoor to bring government services closer to the general public, SM Prime Holdings agreed to implement the "Libreng Sakay" Program in partnership with the City Government.

WHEREAS, the Office of the City Mayor submitted a draft Memorandum of Agreement (MOA) to the Sangguniang Panlungsod for its review and consideration. The proposed MOA is hereby deemed incorporated into and made a part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Councilor Rogelio M. Nolasco, and unanimously seconded by the members of the City Council in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod to pass this resolution authorizing the Honorable City Mayor Strike B. Revilla to sign the proposed MOA between the City Government of Bacoor and SM Prime Holdings, Inc. pertaining to the renewal of the Libreng Sakay Program.





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Attested by:

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

Certified by:

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

Noted by:

HON. STRIKE B. REVILLA
City Mayor

RESOLVED FURTHER, to furnish the Office of the City Mayor, SM Prime Holdings, Inc., and other government agencies concerned with copies of this Resolution.

APPROVED this 20th day of October 2025 at the City of Bacoor, Cavite by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved in accordance with law and that the contents hereof are true and correct.

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



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and executed this ____ day of, 2025 (the "Effective Date"), at the City of Bacoor, Province of Cavite, Philippines, by and between:

SM PRIME HOLDINGS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Mall of Asia Arena Annex Building, Coral Way corner J.W. Diokno Boulevard, Mall of Asia Complex, Brgy. 076 Zone 10, CBP 1-A, 1300 Pasay City, Philippines, represented herein by its _____ and hereinafter referred to as "**SM**"

and

The **CITY GOVERNMENT OF BACOR**, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with its 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 2025, approved by the City Council of Bacoor last _____ and hereinafter referred to as

"LGU BACOR"

(Each a "Party" and collectively, the "Parties")

WITNESSETH:

WHEREAS, the State in the 1987 Philippine Constitution recognizes the indispensable role of the private sector, encourages private enterprise, and provides incentives for 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 encourages it to ensure the viability of local autonomy as an alternative strategy for sustainable development;

WHEREAS, **LGU BACOR**, 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, **LGU BACOR** recognizes the plight of the commuter population, as well as the continuing problem of the increase in the price of gasoline,

which also greatly affects the local residents of the City of Bacoor;

WHEREAS, SM is the owner and developer of a nationwide chain of multi-level, fully integrated retail shopping, dining, leisure, and entertainment complexes commercially known as the **"SM Supermalls"**;

WHEREAS, LGU BACOR seeks to establish and uphold an agreement with **SM** 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, as part of its corporate social responsibility and in support of the call of **LGU BACOR** to bring the government services closer to the general public, the Parties have conceptualized the **"Libreng Sakay Program"** in selected SM Supermalls ("Malls") listed in the List of Malls attached to and made an integral part hereof as Annex "A";

WHEREAS, a prior Memorandum of Agreement was entered into between the Parties dated March 24, 2024, a copy of which is attached as Annex "B";

WHEREAS, the aforementioned Memorandum of Agreement expired last September 29, 2024;

WHEREAS, SM agrees to cooperate with **LGU BACOR** 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 stated, the parties hereto have agreed and do hereby agree as follows:

SECTION 1. OPERATION. The Bus Unit (the "Vehicle") used for the implementation of the **Libreng Sakay Program** shall operate from Mondays to Wednesdays, from 8:30 AM to 5:00 PM, except on Mondays, where the operation is from 7:30 AM to 5:00 PM. The operating hours may vary depending on the Mall's operating hours.

SECTION 2. BUS ROUTE.

A. LGU BACOR shall allow **SM** to dispatch the Vehicle on the designated routes. The copy of the official designated routes for the **Libreng Sakay Program** is attached herein as Annex "A."

From time to time and during the term of this Agreement, as necessitated by the circumstances, upon the recommendation of either Party and mutual agreement thereof, the official designated routes in Annex "A" may be amended. The revised Annex "A," when reduced in writing and duly signed by the Parties, shall have the effect of superseding the existing Annex "A" and shall be deemed an integral part of this Agreement.

B. The central point/terminal is where the Vehicle will load or

offload passengers at the start or end of its operation. The same shall be stipulated in **Annex "A."**

- C. The Vehicle will traverse the designated routes within the City of Bacoor, loading commuters or passengers on the street and stopping exclusively at each of the designated pick-up points.
- D. The Vehicle shall stop at each designated pick-up/drop-off point, remain there and wait for passengers for at least five (5) minutes, and then proceed to the following stop.

SECTION 3.

OBLIGATIONS OF SM. SM shall:

- A. Outsource the provision of one (1) sixty (60) seater air-conditioned bus unit, including the driver, and shall be solely accountable for the expenses thereof, including rental, operator, fuel, and other analogous expenses;
- B. Dedicate the first two (2) seats from the entrance and middle doors of the Vehicle exclusively for Senior Citizens, Persons with Disability, and Pregnant Women; and
- C. Ensure that the Vehicle is being driven by a skilled driver with a valid and legitimate Driver's License, and exercise due diligence in transporting the passengers of the Librang Sakay Program.

SECTION 4.

OBLIGATIONS OF LGU BACOR. The **LGU BACOR** undertakes to provide and perform the following:

- A. Identify and accredit one (1) sixty (60) seater air-conditioned bus unit;
- B. Designate an unloading and loading station within the LGU City Hall premises.
- C. Develop the mechanics that will be followed by Special Bacoor Residents (SBR) cardholders to avail the Librang Sakay program as priority users.
- D. Assist **SM/Bus Provider**, through its applications for the issuance of necessary permits and licenses, and coordination with the Bacoor Traffic and Management Department and other concerned government agencies and offices for the operation of the Vehicle, prior to and during the term of the Agreement.

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 on **30 SEPTEMBER 2025**. 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.

Each 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. Either Party shall keep, save, and hold the other Party free from all liabilities, penalties, losses, damages, costs, expenses, causes of action, and 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 performance of the service during the term of this Agreement.

B. LGU BACOR 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 employees/personnel outsourced by SM.

C. All employees/staff and drivers outsourced by SM to drive and operate the Vehicle are not in any way connected with LGU BACOR. Hence, any issue insofar as their salary, compensation, benefits, and any other employer-employee concern is strictly between SM and the employees/staff and driver. Furthermore, LGU BACOR, 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 while in the performance or exercise of their functions.

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 of 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/s 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 that 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 agrees 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 BACOR that offers similar or analogous services.
- B. **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.
- C. **NON-WAIVER.** The failure of one Party to insist upon the strict performance of any term, condition, and/or covenant hereof shall not be deemed a relinquishment or waiver of any subsequent breach of or non-compliance with the same or any other term, condition, and/or covenant hereof. No waiver by any Party of its rights under this Agreement shall be deemed to have been made unless expressed clearly and in writing and signed by said Party.
- D. **ASSIGNABILITY.** None of the Parties may assign its rights or obligations hereunder without the prior written consent of the other Parties, except that a Party may validly assign or otherwise dispose of its rights under this Agreement, in whole or in part, to any of its affiliates and/or related companies, subject to prior written notification to the other Party. In the event of such assignment or transfer, the other

Party shall continue to perform its duties hereunder according to the terms hereof for such assignee or transferee.

E. **DATA PRIVACY.** LGU BACOR hereby consents to the collection, recording, organization, storage, updating, retrieval, consultation, use, consolidation, transfer, sharing, and/or processing of personal information of (a) LGU BACOR's respective authorized signatories/representatives and (b) LGU BACOR's other representatives involved in the reviewing, processing, implementation, or performance of this Agreement by SM and its related corporations and affiliates and their agents and authorized service providers only for purposes of reviewing, processing, implementing, or performing this Agreement (and its annexes, supplements, and amendments) and in accordance with SM data privacy policies.

F. **APPLICABLE LAW/VENUE OF SUITS.** This Agreement shall be governed by and construed in accordance with the laws of the Republic 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 Pasay City, Metro Manila, or Bacor City, Cavite, to the exclusion of all other venues, at the option of the complainant.

G. **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 a reasonable manner as will achieve the intention of the Parties, and the remaining provisions of this Agreement shall remain in full force and effect unless the Parties mutually agree that the effect of such a declaration is to defeat the original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this Agreement.

H. **AMENDMENTS.** This Agreement and any of the Annexes/es to this Agreement may not be modified except in writing signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.

I. **ENTIRE AGREEMENT AND INTEGRATION.** This Agreement and the Annexes/es 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, and proposals, whether written or oral, on this subject matter.

IN WITNESS WHEREOF, the Parties hereto affixed their hands in signature together with their instrumental witnesses this ___ day of 2023, in the City of Bacoor, Province of Cavite.

CITY GOVERNMENT OF BACOOR

SM PRIME HOLDINGS, INC.

By:

By:

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2025

SIGNED IN THE PRESENCE OF

ATTY. AIMEE TORREFRANCA-NERI
City Administrator
Bacoor City Administrators Office

DRAFT

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 _____ 2025, personally appeared the following persons:

Name	Competent Evidence of Identity/ I.D. No.	Date/Place Issued
STRIKE B. REVILLA		

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 Memorandum of Agreement, consisting of ____ () pages, including the Annex and 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 2025.

ANNEX A
PARTICIPATING MALLS AND ROUTES

MALL	SCHEDULE (Monday to Wednesday and may vary depending on Mall's operating hours)	ROUTE	CENTRAL POINT/ TERMINAL
SM CITY BACOR Brgy. Gen. Emilio Aguinaldo Highway corner Tirona Highway Bacoor City, Province of Cavite, Philippines	8:30 AM to 5:00 PM Except for Mondays: 7:30 AM to 5:00 PM	P2P: SMCB to LGU to SMML P2P: SMML to LGU to SMCB	
SM CITY MOLINO Paliparan Road, Barangay Molino IV Bacoor City, Province of Cavite	8:30 AM to 5:00 PM Except for Mondays: 7:30 AM to 5:00 PM	P2P: SMML to LGU to SMCB P2P: SMCB to LGU to SMML	

A. Route 1: SM CITY BACOR TO ST. DOMINIC COLLEGE

Estimated Time of Arrival (ETA): Five (5) minutes

Kilometers: 2.0 km

Pick-Up Point: Entrance 1 – Tirona Highway

Drop-Off Point: Entrance 1 – Tirona Highway

B. Route 2: ST. DOMINIC COLLEGE TO CITY GOVERNMENT OF BACOR

Estimated Time of Arrival (ETA): Seven (7) minutes

Kilometers: 3.4 km

Pick-Up Point: Waiting Shed

Drop-Off Point: Waiting Shed

C. Route 3: CITY GOVERNMENT OF BACOR TO AVENIDA RIZAL

Estimated Time of Arrival (ETA): Five (5) minutes

Kilometers: 2.6 KM

Pick-Up Point: Waiting Shed

Drop-Off Point: Waiting Shed

D. Route 4: AVENIDA RIZAL TO SM CITY MOLINO

Estimated Time of Arrival (ETA): Four (4) minutes

Kilometers: 1.5 KM

Pick-Up Point: Waiting Shed

Drop-Off Point: Waiting Shed

The reverse route shall be as follows:

A. Route 5: SM CITY MOLINO TO AVENIDA RIZAL

Estimated Time of Arrival (ETA): Four (4) minutes

Kilometers: 1.5 KM

Pick-Up Point: Waiting Shed

Drop-Off Point: Waiting Shed

B. Route 6: AVENIDA RIZAL TO CITY GOVERNMENT OF BACOR

Estimated Time of Arrival (ETA): Four (4) minutes

Kilometers: 2.0 KM

Pick-Up Point: Waiting Shed

Drop-Off Point: Waiting Shed

C. Route 7: CITY GOVERNMENT OF BACOR TO ST. DOMINIC COLLEGE

Estimated Time of Arrival (ETA): Seven (7) minutes

Kilometers: 7.0 KM

Pick-Up Point: Waiting Shed

Drop-Off Point: Waiting Shed

D. Route 8: ST. DOMINIC COLLEGE TO SM CITY BACOR

Estimated Time of Arrival (ETA): Five (5) minutes

Kilometers: 2.0 KM

Pick-Up Point: Waiting Shed

Drop-Off Point: Waiting Shed