



Republic of the Philippines  
Province of Cavite  
CITY OF BACOOR

Office of the Sangguniang Panlungsod



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. BRILLIANTES JR.  
City Councilor

HON. RANDY C. FRANCISCO  
City Councilor-ABC President

HON. PALM ANGEL 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:

HON. STRIKE B. REVILLA  
City Mayor

CITY RESOLUTION NO. 2026-963  
Series of 2026

A RESOLUTION AMENDING RESOLUTION NO. 2025-837 ENTITLED: "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 BACOOR PERTAINING TO THE RENEWAL OF THE 'LIBRENG SAKAY' PROGRAM".

Sponsored by:  
Hon. Reynaldo D. Palabrica

Co-sponsored by:  
Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, and Hon. Levy M. Tela.

WHEREAS, on 20 October 2025, the Sangguniang Panlungsod passed a City Resolution No. 2025-837 authorizing the City Mayor to sign a MOA with SM Prime Holding, Inc. pertaining to the renewal of "Libreng Sakay Program" which covers the period of 2024 to 2025.

WHEREAS, on 27 January 2026, 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 that will be extended from 2024 up to 2026.

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 Reynaldo D. Palabrica, and unanimously seconded by the members of





Republic of the Philippines  
Province of Cavite  
**CITY OF BACOOR**

**Office of the Sangguniang Panlungsod**



**DISTRICT I**

*[Signature]*  
HON. CATHERINE SARINO-EVARISTO  
City Councilor

*[Signature]*  
HON. MIGUEL N. BAUTISTA  
City Councilor

*[Signature]*  
HON. ADRIELITO G. GAWARAN  
City Councilor

*[Signature]*  
HON. MANOLO S. GALVEZ JR.  
City Councilor

*[Signature]*  
HON. RICARDO F. UGALDE  
City Councilor

*[Signature]*  
HON. LEVY M. TELA  
City Councilor

**DISTRICT II**

*[Signature]*  
HON. ROBERTO I. ADVINCULA  
City Councilor

*[Signature]*  
HON. REYNALDO D. PALABRICA  
City Councilor

*[Signature]*  
HON. ROGELIO M. NOLASCO  
City Councilor

*[Signature]*  
HON. REYNALDO M. FABIAN  
City Councilor

*[Signature]*  
HON. SIMPLICIO G. DOMINGUEZ  
City Councilor

*[Signature]*  
HON. HORACIO M. BRILLIANTES JR.  
City Councilor

*[Signature]*  
HON. RANDY C. FRANCISCO  
City Councilor-ABC President

*[Signature]*  
HON. PALM ANGEL 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:

HON. STRIKE B. REVILLA  
City Mayor



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 which covers from 2024 to 2026.

**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 9<sup>th</sup> day of March 2026 at the City of Bacoor, Cavite by the 6<sup>th</sup> 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:

*[Signature]*  
**HON. ROWENA BAUTISTA-MENDIOLA**  
City Vice Mayor/Presiding Officer

Attested:

*[Signature]*  
**ATTY. KHALID A. ATEGA, JR.**  
Sangguniang Panlungsod Secretary

Noted:

*[Signature]*  
**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, 202\_\_ (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 BACOOR**, 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 20\_\_\_, approved by the City Council of Bacoor last \_\_\_\_\_ and hereinafter referred to as "**LGU BACOOR**"

(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 BACOOR**, 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 BACOOR** 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 BACCOOR** 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 BACCOOR** 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 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 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 BACCOOR** 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 Libreng Sakay Program.

**SECTION 4. OBLIGATIONS OF LGU BACCOOR. The LGU BACCOOR 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 Libreng 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 2026**. 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 BACOOR 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 BACOOR. 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 BACOOR, 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 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 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 BACOOR 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 BACOOR hereby consents to the collection, recording, organization, storage, updating, retrieval, consultation, use, consolidation, transfer, sharing, and/or processing of personal information of (a) LGU BACOOR's respective authorized signatories/representatives and (b) LGU BACOOR'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 Bacoor 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**

By:

**HON. STRIKE B. REVILLA**  
City Mayor  
City Resolution No. \_\_\_\_\_  
Series of 202\_

**SM PRIME HOLDINGS, INC.**

By:

\_\_\_\_\_  
\_\_\_\_\_

SIGNED IN THE PRESENCE OF:

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

\_\_\_\_\_  
\_\_\_\_\_

**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
<b>STRIKE B. REVILLA</b>		

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 202\_

**ANNEX A**  
**PARTICIPATING MALLS AND ROUTES**

<b>MALL</b>	<b>SCHEDULE</b> (Monday to Wednesday and may vary depending on Mall's operating hours)	<b>ROUTE</b>	<b>CENTRAL POINT/ TERMINAL</b>
<b>SM CITY BACCOOR</b> Brgy. Gen. Emilio Aguinaldo Highway corner Tirona Highway Bacoor City, Province of Cavite, Philippines	9:30 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	
<b>SM CITY MOLINO</b> 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 BACCOOR 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 BACCOOR**

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 BACCOOR 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