



REPUBLIC OF THE PHILIPPINES  
**SANGGUNIANG PANLUNGSOD**  
 CITY OF MANDALUYONG



RESOLUTION NO. 3160, S-2022

A RESOLUTION AUTHORIZING THE HONORABLE CITY MAYOR BENJAMIN S. ABALOS TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY GOVERNMENT OF MANDALUYONG AND STAR 8 GREEN TECHNOLOGY CORPORATION, REGARDING THE TURNOVER AND USE OF TWO (2) UNITS OF E-JEEPNEYS WITHIN A PERIOD OF TWO (2) MONTHS FOR DEMONSTRATING THE CAPABILITY OF THESE E-JEEPNEYS

WHEREAS, the City Government aims to promote and introduce, as a preliminary, E-Jeepneys to provide decent public transportation for the City's constituents pursuant to Department Order No. 2017-011 by the Land Transportation Franchising and Regulatory Board known as "Public Utility Vehicle Modernization Program";

WHEREAS, the Star 8 Green Technology Corporation, a private corporation duly organized and existing under the Philippine laws, is a distributor and supplier of E-Jeepneys in the Philippines, in support of the objectives of the City, offered their products and services;

WHEREAS, under the Memorandum of Agreement, Star 8 Green Technology Corporation, through its President and CEO, Mr. Yacov Maimon, would allow the City Government to use their two (2) Units of E-Jeepneys as shuttle service for its employees for a period of two (2) months and for the purpose of exhibiting the capability of their E-Jeeps. In return, the City shall provide a space for parking and charging facilities for the two (2) units;

WHEREAS, after careful perusal of the agreement, the City Legal Department found the same to be reasonable and beneficial to the City of Mandaluyong.

NOW, THEREFORE, on motion duly seconded, the Sangguniang Panlungsod of Mandaluyong, in session assembled, RESOLVES, as it hereby RESOLVES, to authorize the Honorable City Mayor BENJAMIN S. ABALOS to enter into and sign the Memorandum of Agreement for and in behalf of the City of Mandaluyong with Star 8 Green Technology Corporation.

FURTHER RESOLVED, as it hereby RESOLVES that copy of this Resolution be furnished to the Office of the City Mayor, City Traffic and Parking Management Office and all other concerned departments and offices of the City for their immediate information and appropriate action.

AE. YAP  
DISTRICT I

D. DE GUZMAN  
DISTRICT I

R. POSADAS  
DISTRICT I

CM. MANALO  
DISTRICT I

E. ALIM III  
DISTRICT I

AS. MANGALIAG  
SK. FED. PRES.

A. STA. MARIA  
DISTRICT II

R. ANTIJOJO  
DISTRICT II

L. CRUZ  
DISTRICT II

M. OCAMPO  
DISTRICT II

ME. CUEJILLO  
DISTRICT II

D. FERNANDEZ  
LNB PRES.

ADOPTED on this 13<sup>th</sup> day of September 2022, in the City of Mandaluyong.

I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS ADOPTED AND APPROVED BY THE SANGGUNIANG PANLUNGSOD OF MANDALUYONG IN A REGULAR SESSION HELD ON THE DATE AND PLACE FIRST ABOVE GIVEN.

  
MA. TERESA S. MIRANDA  
Sanggunian Secretary

ATTESTED BY:

  
CARMENITA A. ABALOS  
City Vice Mayor &  
Presiding Officer

APPROVED BY:

  
BENJAMIN S. ABALOS  
City Mayor

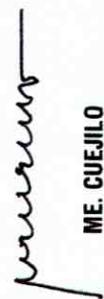
Date: SEP 20 2022

  
A. STA. MARIA  
DISTRICT II

  
R. ANTIOJO  
DISTRICT II

  
L. CRUZ  
DISTRICT II

  
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DISTRICT I

  
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DISTRICT I

  
AS. MANGALIAG  
SK FED. PRES.



Republic of the Philippines  
 City Government of Mandaluyong  
 Legal Department

4/f, Executive Building, City Government Complex, Maysilo Circle,  
 Barangay Plainview, Mandaluyong City 1550



TO : **MS. MA. TERESA S. MIRANDA**  
*Sanggunian Secretary*

FROM : **ATTY. JERUSHA O. VILLANUEVA**  
*Chief*

DATE : July 25, 2022

SUBJECT : **ENDORSEMENT OF A DRAFT RESOLUTION**



INCOMING  
 DOC. NO. 12C-CLD-22-00490  
 X=====X

Dear Sir/Madam:

Respectfully indorsed the herein attached "A RESOLUTION AUTHORIZING THE HONORABLE MAYOR BENJAMIN S. ABALOS TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY GOVERNMENT OF MANDALUYONG AND STAR AND GREEN TECHNOLOGY CORPORATION, REGARDING THE TURNOVER AND USE OF TWO (2) UNITS OF E-JEEPNEYS WITHIN A PERIOD OF TWO (2) MONTHS FOR DEMONSTRATING THE CAPABILITY OF THESE E-JEEPNEYS". Copy of the Memorandum of Agreement is hereto attached for the consideration and appropriate actions of our City Council.

For your information and appropriate action.

ATTY. JERUSHA O. VILLANUEVA  
 Chief



## **MEMORANDUM OF AGREEMENT**

### **KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement is entered into by and between:

**STAR 8 GREEN TECHNOLOGY CORPORATION**, a corporation duly organized and existing under the Philippine Laws, with office address at 20 Las Piñas Commercial Complex, Alabang-Zapote Road, Talon Uno, Las Pinas City, herein represented by its President and CEO, **MR. YACOV MAIMON**, of legal age, an Australian Citizen and with residence address at Purok 5, Sitio Baba, Barangay Danacbunga, Botolan, Zambales, hereinafter referred to as the "**FIRST PARTY**".

- and -

The **CITY GOVERNMENT OF MANDALUYONG**, a Local Government Unit with office address at City Hall Complex, Maysilo Circle, Boni Avenue, Barangay Plainview, Mandaluyong City, herein represented by its City Mayor, **HON. BENJAMIN S. ABLOS**, hereinafter referred to as the "**SECOND PARTY**".

The **FIRST PARTY** and the **SECOND PARTY** shall herein be collectively called the "**PARTIES**".

### **WITNESSETH:**

**WHEREAS**, the **FIRST PARTY** is the owner and supplier of Electronic Jeepneys (E-Jeeps) in the Philippines as well as in the Global market;

**WHEREAS**, the **SECOND PARTY**, in line with Department Order No. 2017-011 issued by the Land Transportation Franchising and Regulatory Board (LTFRB), otherwise known as "Public Utility Vehicle Modernization Program" (PUVMP), taking into consideration the possibility of introducing and authorizing E-Jeepneys within the City of Mandaluyong;

**WHEREAS**, the **FIRST PARTY** offered its E-Jeepneys and the **SECOND PARTY** intends to evaluate and assess the capability of the **FIRST PARTY** in demonstrating the quality of their products and services in providing transportation to the public.

**NOW THEREFORE**, for and in consideration of the foregoing premises and of the terms and conditions hereafter set forth, the **PARTIES** mutually agree as follows:

1. The **FIRST PARTY** shall provide two (2) units of E-Jeepneys to, and for, the use of **SECOND PARTY** for service trials for the purpose of exhibiting the capability of the **FIRST PARTY**'s E-Jeep, which use shall be limited only as shuttle service for the City Government's employees;

2. The FIRST PARTY shall provide the necessary trainings for the use and operation of the E-Jeepneys at its sole cost and expense;

3. The FIRST PARTY shall undertake any and all maintenance and repair of the E-Jeepneys throughout the execution of this agreement and shall hold the SECOND PARTY free from any and all liability with regard to the same;

4. The FIRST PARTY undertakes to answer for any liability that would arise in connection with the use, maintenance, repair, and operation of the E-Jeepneys, directly or indirectly, and for any accident or fortuitous event that could occur during the enforcement of this agreement;

5. The SECOND PARTY shall provide the location for parking and charging facilities for the two (2) E-Jeepneys units, but in no case shall be liable for any loss, damage, and injury that may occur during recharging and parking;

6. Any or both PARTIES may endorse or recommend any qualified staff for the required manpower in the operation of the E-Jeepneys. However, the assigned staff or driver of the E-Jeepneys shall be under the supervision and within the responsibility of the FIRST PARTY;

7. This Agreement may be modified at any time upon mutual agreement by the PARTIES through the execution of a subsequent instrument;

8. The PARTIES hereby agree to comply with this Agreement in utmost good faith;

9. This Agreement shall be effective as soon as the two (2) E-Jeepney units are turned over to the SECOND PARTY by the FIRST PARTY and shall continue to be valid and effective thereafter for a period of two (2) months only;

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in Mandaluyong City.

**STAR 8 GREEN TECHNOLOGY  
CORPORATION**

**CITY GOVERNMENT OF MANDALUYONG**

**Represented by:**

**Represented by:**

**YACOV MAIMON**

**BENJAMIN S. ABALOS**

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

Republic of the Philippines)

)S.S.

**ACKNOWLEDGEMENT**

**BEFORE ME**, Notary Public, for and in the City of Mandaluyong, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared the above-named persons:

<b>Name</b>	<b>Competent Evidence of Identity</b>	<b>Date/Place Issued</b>
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<b>YACOV MAIMON</b>	ID No. _____	
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<b>BENJAMIN S. ABALOS</b>	ID No. _____	
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Known to me and to me known to be the same persons who executed the foregoing instrument consisting of three (3) pages including this page and acknowledge to me that the same is their free and voluntary act and deed.

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

Doc No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2022.