



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-165
Series of 2023

DISTRICT I
HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II
ABSENT

HON. ROBERTO L. ADVINCUA
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. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

A RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA, AND THE CITY TREASURER, ATTY. EDITH NAPALAN, TO OPEN THREE (3) TRUST ACCOUNTS TO BE USED FOR THE FUNDS TO BE INFUSED BY THE DEPARTMENT OF TRANSPORTATION TO THE CITY GOVERNMENT FOR THE LRT LINE 1 SOUTH (CAVITE) EXTENSION PROJECT IN THE CITY OF BACOR, CAVITE.

Sponsored by:

Hon. Rogelio M. Nolasco

Co-Sponsored by:

Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adriellito G. Gawaran, Hon. Victorio L. Guerrero, Jr., Hon. Alejandro F. Gutierrez, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, the LRT Line 1 South (Cavite) Extension Project is one of the flagship projects of the administration of President Rodrigo Duterte as part of the "Build, Build, Build Program." The said Program is part of the national government's efforts to conduct more infrastructure programs so that the national economy would benefit from the proven multiplier effects of proliferated infrastructure systems.

WHEREAS, the LRT Line 1 South (Cavite) Extension Project requires the relocation and resettlement of affected Informal Settler Families (ISFs). The Project, therefore, requires the national government to conduct rights-of-way and site acquisition (ROWSA) activities under the Right-of-Way Act of 2016.

WHEREAS, on August 15, 2019, the Department of Transportation (DOTr) sought the commitment of the City Government of Bacoor to assist in expediting the ROWSA activities for the LRT Line 1 South (Cavite) Extension Project.

WHEREAS, to expedite the ROWSA activities, the DOTr has committed to transfer funds to the City Government of Bacoor, which funds are to be used solely for the following:

1. Niog Access Road Construction and Land Acquisition to connect the Emilio Aguinaldo Highway and Niog LRT Station;
2. Removal, relocation, and restoration of affected structures and auxiliaries along Emilio Aguinaldo Highway along the right-of-way of the Project; and



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Liga ng mga Barangay President

HON. MACRAVEN ESPIRITU
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

3. Relocation of the ISFs affected by the Project.

WHEREAS, on 10 January 2023, the Sangguniang Panlungsod received a request from the Office of the City Mayor for authority to establish three (3) trust accounts for the Project. Attached to the request were three (3) proposed Memoranda of Agreement that, if signed and implemented, would govern the transfer of funds from the DOTr to the City Government of Bacoor. The first proposed Memorandum of Agreement governs the transfer of funds amounting to Two Hundred and Forty Million Pesos (P 240,000,000.00) to the City Government for the acquisition of Niog Access Road and the construction of a road thereon. The second proposed Memorandum of Agreement governs the transfer of funds amounting to Sixty Million Pesos (P 60,000,000.00) to the City Government for the removal, relocation, and/or restoration of affected structures and auxiliaries along Emilio Aguinaldo Highway, Bacoor Boulevard, and other affected areas along the right-of-way of the Project. The third proposed Memorandum of Agreement governs the transfer of funds amounting to Sixty Million Pesos (P 60,000,000.00) to the City Government for the resettlement of the Project-affected ISFs.

The three proposed Memoranda of Agreement are deemed incorporated and made an integral part of this Resolution.

WHEREAS, each of the three proposed Memoranda of Agreement contains a provision that states "DOTr shall deposit the funds subject of this MOA to an account that Bacoor City assigns solely for the implementation of the Works." This means that the City Government of Bacoor is required under the terms of the proposed Memoranda of Agreement to open a total of three separate trust funds- one for each Memorandum of Agreement.

WHEREAS, the signing and implementation of the three proposed Memoranda of Agreement will benefit the people of Bacoor greatly because it will vastly improve the public transportation system in Bacoor City. Moreover, many economists, such as Sobieralski (*Research in Transportation Economics*, Vol. 96, December 2022) and Wu, Zhang, and Xu (*Sustainability Journal*, June 2021) found that railway infrastructure had positive effects on employment and sustainable economic development through their multiplier effect.

WHEREAS, the signing and implementation of the proposed Memorandum of Agreement is consistent with the duty of the City Government of Bacoor under its charter (Republic Act No. 10160) to "coordinate the implementation of ... public works and infrastructure programs rendered by national offices."

WHEREAS, the City Mayor has the power to represent the City in its business transactions, including the signing of the proposed Memoranda of Agreement and the opening of the trust funds, upon authority of the Sangguniang Panlungsod under Republic Act No. 7160 or the Local Government Code of 1991.



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Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Voted by:

HON. STRIKE B. REVILLA
City Mayor

NOW THEREFORE, upon motion of Hon. Rogelio M. Nolasco unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor to:

1. Sign the first proposed Memorandum of Agreement between the City Government of Bacoor and the Department of Transportation, which governs the transfer of funds amounting to Two Hundred and Forty Million Pesos (P 240,000,000.00) to the City Government for the acquisition of Niog Access Road and the construction of a road thereon;
2. Sign the second proposed Memorandum of Agreement, which governs the transfer of funds amounting to Sixty Million Pesos (P 60,000,000.00) to the City Government for the removal, relocation, and/or restoration of affected structures and auxiliaries along Emilio Aguinaldo Highway, Bacoor Boulevard, and other affected areas along the right-of-way of the LRT Line 1 South (Cavite) Extension Project;
3. Sign the third proposed Memorandum of Agreement, which governs the transfer of funds amounting to Sixty Million Pesos (P 60,000,000.00) to the City Government for the resettlement of the Project-affected ISFs;
4. Open a trust fund for the receipt and disbursement of funds amounting Two Hundred and Forty Million Pesos (P 240,000,000.00) under the first proposed Memorandum of Agreement, which funds are to be used solely for the acquisition of Niog Access Road and the construction of a road thereon;
5. Open a trust fund for the receipt and disbursement of funds amounting to Sixty Million Pesos (P 60,000,000.00) under the second proposed Memorandum of Agreement, which funds are to be used solely for the removal, relocation, and/or restoration of affected structures and auxiliaries along Emilio Aguinaldo Highway, Bacoor Boulevard, and other affected areas along the right-of-way of the Project; and
6. Open a trust fund for the receipt and disbursement of funds amounting to Sixty Million Pesos (P 60,000,000.00) under the third proposed Memorandum of Agreement, which funds are to be used solely for the resettlement of the Project-affected ISFs.

RESOLVED LASTLY, to furnish the Department of Transportation, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.



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HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MACARAVEN ESPIRITU
iK Federation President

Attested by:
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

APPROVED on the 23rd day of January 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified by:

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

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

**MEMORANDUM OF AGREEMENT
FOR TRANSFER OF FUNDS TO CITY GOVERNMENT OF BACoor FOR LAND
ACQUISITION AND ROAD CONSTRUCTION OF NIOG ACCESS ROAD**

This Memorandum of Agreement (**MOA**) is made and entered into this ___ day of _____ 2022 in _____, Philippines, by and between:

The **DEPARTMENT OF TRANSPORTATION**, a government agency existing under the laws of the Republic of the Philippines, with main office at Apo Court Sergio Osmeña Sr., Clark Freeport Zone, Pampanga, and represented herein by its Secretary of Department of Transportation, **Jaime J. Bautista** ("**DOTr**");

and

The **CITY GOVERNMENT OF BACoor**, a local government unit ("**LGU**") duly created and existing under and by virtue of laws of Republic of the Philippines, with principal office address at Bacoor Government Center Molino Boulevard, Barangay Bayanan Bacoor City Cavite Philippines, represented herein by its City Mayor, **Hon. Strike B. Revilla** ("**Bacoor City**") pursuant to her authority conferred and embodied in Sangguniang Panlungsod Resolution No _____ Series of approved _____ of the City Council of Bacoor. ("**Bacoor City**")

DOTr and Bacoor City are referred to in this MOA individually as a "**Party**" and collectively as "**Parties**".

ANTECEDENTS:

- A. Executive Order No. 125, Series of 1987, as amended, established the DOTr to be the primary policy, planning, programming, coordinating, implementing, and administrative entity of the Executive Branch to promote, develop, and regulate a dependable and coordinated network of transportation systems.
- B. Republic Act No. 10160 established the City of Bacoor as a highly-urbanized city with powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion and improvement of the general welfare of the people.
- C. Republic Act No. 10752, also known as the "Right-of-Way Act" of 2016 ("**ROW Act**") provides for streamlined procedures for Right-of-Way and Site Acquisition (**ROWSA**) for national government infrastructure projects, which may also be adopted by local government units.
- D. The LRT Line 1 South (Cavite) Extension Project ("**Project**"), one of the priority project of the current Administration, will require the Land Acquisition and Construction for Niog Access Road that will interconnect the Emilio Aguinaldo Highway and Bacoor Boulevard towards Niog Station.

- E. Republic Act Nos. 11640 also known as the General Appropriations Act for the Fiscal Years 2022, respectively, allocated budget for DOTr to implement ROWSA activities, including for the Project, which includes the Construction and Land Acquisition for the Niog Access Road.
- F. In a Memorandum of Agreement dated 19 May 2016 ("**2016 MOA**"), the then Department of Transportation and Communications and the Light Rail Transit Authority (**LRTA**) agreed "to assist each other in the fulfillment of [their] obligations"¹ under the Concession Agreement for the Project.
- G. Pursuant to the 2016 MOA, Coordination Meeting between DOTr Secretary Arthur P. Tugade and Bacoor City Mayor dated 15 August 2019 and the 5th Stakeholders meeting with the Bacoor City Mayor dated 05 July 2021, it was agreed that considering the organizational capability of Bacoor City, the City will assist in expediting the ROWSA activities for the Project, particularly the Niog Access Road Construction and Land Acquisition to connect the Emilio Aguinaldo Highway and Niog LRT Station for better connectivity.

Accordingly, the Parties hereby agree as follows:

- 1. **SCOPE.** This MOA shall govern the transfer of funds from DOTr to Bacoor City, which funds shall be used solely for the Construction and Land Acquisition for Niog Access Road in Bacoor City for the Project ("**Works**").
 - 1.1. The amount to be transferred under this MOA is up to **TWO HUNDRED FORTY MILLION PESOS (Php 240,000,000.00)**. In case of insufficiency, as may be sufficiently demonstrated by Bacoor City, any additional amount that may be necessary for the completion of the Works shall be covered by a Supplemental MOA to be executed by the Parties.
 - 1.2. This MOA shall govern the grant, release, and transfer of funds from DOTr to Bacoor City for the Construction and Land Acquisition of Niog Access Road. Attached hereto as ANNEX "**A**" is the estimated cost based on the Appraisal Report and Program of Works submitted by Bacoor LGU and finalized jointly by the Parties.
- 2. **RESPONSIBILITIES OF THE PARTIES.**
 - 2.1. DOTr shall:
 - 2.1.1. Allocate available funds to Bacoor City to cover the cost of the works.
 - 2.1.2. Issue the Letter Advice and Allotment Release (**LAAR**) for the Project, and cause the transfer of the subject funds to Bacoor City's account, upon signing and approval of this MOA, in

¹ See Section 1.4 of the 2016 DOTr-LRTA MOA.

accordance with the Schedule of Transfer indicated herein and subject to compliance with pertinent laws, rules and regulations;

- 2.1.3. Record the receipt or utilization and liquidation, including the documentation, of such fund transfer in accordance with the rules and regulations embodied in COA Circular 94-013 and Item 3.0 of COA Circular 2012-001 dated 13 December 1994 and 14 June 2012, respectively, and updated by COA Circular 2016-002 dated 31 May 2016, as classified by COA Circular No. 2017-002;
 - 2.1.4. Provide a copy of the flowchart of disbursement procedure to Bacoor City;
 - 2.1.5. Exercise auditorial powers over the expenditures of Bacoor City in the performance of its tasks;
 - 2.1.6. Approve Disbursement Plan prepared by Bacoor City;
 - 2.1.7. Validate the Terms of Reference prepared by Bacoor City for the Works;
 - 2.1.8. Provide the timeline of the construction activities for Bacoor City's guidance;
 - 2.1.9. Monitor the construction and Land Acquisition of Niog Access Road by Bacoor to ensure the proper implementation of the Project.
 - 2.1.10. Designate the Undersecretary for Railways or any authorized representative to monitor the implementation of this MOA, including the expenditures attendant thereto; and
 - 2.1.11. Extend full cooperation and assistance to Bacoor City in the performance of its responsibilities under this MOA.
- 2.2. Bacoor City shall:
- 2.2.1. Prepare and submit the following within thirty (30) days from the execution of this MOA:
 - 2.2.1.1. Program of Works including a detailed cost estimate for the construction and land acquisition for Niog Access Road.

- 2.2.1.2. Disbursement Plan indicating the schedule of necessary fund utilization and disbursement, to be approved by DOTr.
- 2.2.2. Accept the funds transferred by DOTr and place the same in a trust account for the sole purpose of using said funds for the purpose identified above;
- 2.2.3. Utilize the funds transferred by DOTr strictly in accordance with this Agreement, submitted Program of Works of Bacoor City as approved by DOTr, and subject to applicable laws, rules, and regulations.;
- 2.2.4. Comply with the rules and regulations embodied in COA Circular 94-013 and Item 3.0 of COA Circular 2012-001 dated 13 December 1994 and 14 June 2012, respectively, and updated by COA Circular 2016-002 dated 31 May 2016 for the receipt, utilization, documentation, disbursement, and liquidation of fund transfer from DOTr;
- 2.2.5. Submit to DOTr the following documents:
 - 2.2.5.1. Copy of the Official Receipt (O.R.) acknowledging receipt of the fund;
 - 2.2.5.2. Copy of the O.R. issued for the refund to DOTr of unexpended/unutilized balance of fund transferred, including any interest thereof; and
 - 2.2.5.3. Other liquidation documents as may be required by pertinent COA Rules and Regulations above.
- 2.2.6. Ensure that the Land Acquisition of Niog Access Road is undertaken consistent with the provisions of the ROW Act and its Implementing Rules and Regulations (IRR) and the related provisions of Republic Act 7160, otherwise known as the "Local Government Code of 1991" (LGC);
- 2.2.7. Ensure that the Construction of Niog Access Road is in compliance with DPWH Standards and Guidelines for implementation of the project.
- 2.2.8. Procure technical consultants, if necessary, subject to provisions of R.A No. 9184 and its Implementing Rules and Regulations, for the conduct of survey works and other engineering works, hire project personnel required to undertake Bacoor City's obligations under this MOA and other necessary and related activities;

- 2.2.9. Ensure that all necessary permits and certificates are secured from relevant government agencies in a timely manner and in consonance with the approved Program of Works;
 - 2.2.10. Submit to DOTr regular accomplishment reports on the progress of Works;
 - 2.2.11. Pursuant to applicable COA rules and regulations:
 - 2.2.11.1. Establish a separate account where DOTr shall transfer the funds pursuant to Article IV of this MOA;
 - 2.2.11.2. Establish and maintain a separate subsidiary record for all disbursements from DOTr under this MOA and related MOAs;
 - 2.2.11.3. Submit to DOTr a monthly Report of Check Issued (**RCI**) and Report of Disbursement (**RD**) with all supporting vouchers and/or documents, evincing the utilization of the funds within ten (10) days after end of each month.
 - 2.2.12. Notify DOTr of the need to replenish the funds in case it is depleted by eighty-five percent (85%) subject to the requirements under the Program of Works and the execution of a Supplemental MOA to give effect to the same.
 - 2.2.13. Extend full cooperation and assistance to DOTr in the performance of its responsibilities under this MOA, and in the implementation of the Project.
3. **COVENANT.** The Parties shall perform their tasks in accordance with the project implementation schedule and existing laws, rules and regulations.
 4. **DISBURSEMENT AND UTILIZATION.**
 - 4.1. **Deposit and Accounting Procedures to be Implemented.** DOTr shall deposit the funds subject of this MOA to an account that Bacoor City assigns solely for the implementation of the Works. The check shall be issued in the name of the LGU for deposit to its trust account in its authorized government depository bank. The LGU shall issue its official receipt in acknowledgement. Bacoor City shall maintain a separate and distinct book of account for the Project, a copy of which shall be turned over to DOTr upon completion of Works.
 - 4.2. **Return of Excess Fund.** Any unutilized and/or unobligated portion of the subject funds shall be returned to DOTr with proper acknowledgment (i.e., Official Receipt) of the return. This includes any and all interests earned.

- 4.3. **Disbursement Plan and Program of Works.** The disbursement of funds identified in this MOA shall be in accordance with the Disbursement Plan and Program of Works prepared by Bacoor City and approved by DOTr.
- 4.4. **Schedule of Fund Transfer.** The release of funds indicated in Clause 1.1. of this MOA amounting to **TWO HUNDRED FORTY MILLION PESOS (Php 240,000,000.00)** shall be done as follows:
 - 4.4.1. **1st Tranche.** Upon signing of this MOA, the 1st Tranche of the subject funds equivalent to 50% thereof, shall be sub-allotted and disbursed by DOTr to Bacoor City for Land Acquisition of Nlog Access Road.
 - 4.4.2. **Subsequent Tranches.** Subsequent tranches shall be sub-allotted and disbursed by DOTr to Bacoor City in accordance with the approved Disbursement Plan, subject to at least 75% liquidation of earlier disbursements pursuant to this MOA and applicable rules and regulations.
- 4.5. **Utilization.** Disbursement by DOTr to Bacoor City pursuant to this MOA shall be utilized by Bacoor City solely for the purpose indicated above.
5. **REPRESENTATIONS AND WARRANTIES.**
 - 5.1. The Parties represent that they have the requisite power, authority, and capacity to enter into this MOA and perform their obligations and undertakings according to the terms and conditions herein.
 - 5.2. The Parties agree to sign, execute, and deliver such other agreements as may be necessary in the furtherance of this MOA and its objectives.
 - 5.3. The Parties agree to represent and defend their respective agencies should an action arise with regard to this MOA and its implementation before any court, tribunal, or quasi-judicial agency, provided that any controversy or claim arising out of or relating to this MOA, or the breach thereof, shall first be settled by Dispute Resolution in accordance with Section 66, Chapter 14, Book IV of Executive Order No. 292 or the Administrative.
 - 5.4. The recitals in the Antecedent Clauses herein form an integral part of this MOA.
 - 5.5. This MOA shall be binding upon the Parties and their respective heirs and assigns.

6. **AMENDMENT AND WAIVER.**

- 6.1. This MOA may be modified only by means of a written instrument executed by and between the Parties and signed by their respective duly authorized representatives.
 - 6.2. In case of modification or amendment of this MOA, the same shall be covered by a Supplemental MOA duly signed by the Parties under the same terms and conditions of this MOA, *provided*, that in the case of cancellation or reduction of the intended scope of work, the excess funds shall be returned to DOTr.
 - 6.3. In case additional funds are required for the Works, Bacoar City shall, in addition to the notification under Section 2.2.12, submit a request for additional funds, including the basis for such request, for DOTr's review and approval and subject to its availability. Approved request for additional funds shall be subject of a Supplemental MOA duly signed by the Parties under the same terms and conditions of this MOA.
 - 6.4. The failure of any Party hereto to enforce at any time any of the provisions of this MOA shall in no way be construed to be a waiver of any such provision. No waiver of any breach or non-compliance with this MOA shall be held to be a waiver of any other or subsequent breach or non-compliance.
7. **NON-IMPAIRMENT, NON-WAIVER OF RIGHTS.** No failure on the part of any of the Parties to exercise, and no delay in exercising, any right, power or remedy under this MOA shall impair any such right, power of remedy nor shall it be construed as a waiver of any such breach or default thereafter occurring, nor shall a waiver of any single breach or default operate as a waiver of any other breach or default theretofore or thereafter occurring; nor shall any single or partial exercise of any right, remedy or action under this MOA preclude any other or further exercise thereof or the exercise of any other right, remedy or action hereunder. Any waiver, permit, consent or approval of any kind or character of any breach of any provision or condition of this MOA must be in writing and shall be effective only to the extent therein specifically set forth.
8. **ASSIGNMENT.** This MOA shall not be assigned by any Party without the prior written consent of the other Party. This MOA shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
9. **COUNTERPARTS.** This MOA may be executed in any number of counterparts, each of which shall be deemed an original of this MOA and all of which together shall constitute one and the same instrument.
10. **ENTIRE AGREEMENT.** This MOA and any other documents and/or understanding that may be contemplated herein shall contain the entire agreement among the Parties with respect to the subject matter hereof. It shall supersede and cancel all prior agreements whether oral or written, letters of intent, term sheets,

memoranda of understanding or otherwise with respect thereto. In case of inconsistencies with any other agreements or contracts, the provisions of this MOA shall prevail.

11. TERMINATION OR RESCISSION.

- 11.1. Both Parties reserve the right to terminate or rescind this MOA upon breach of any provisions hereof by serving a written notice of termination or rescission at least fifteen (15) calendar days prior to the actual termination or rescission.
 - 11.2. Any termination or rescission of this MOA shall be without prejudice to rights and liabilities, which have accrued hereunder, the date of termination or rescission, or with respect to any antecedent breach of the terms hereof, prior to termination or rescission, or any amount owing or due under this MOA.
 - 11.3. Any amount shall after proper accounting be returned to the DOTr after such termination or rescission.
 - 11.4. The Parties further agree that when the removal/relocation and restoration activities are not commenced by Bacoor City within thirty (30) days from the actual receipt of the funds, this MOA shall be considered of no force and effect and any funds already transferred shall revert to DOTr.
12. **SEVERABILITY.** If any provision of this MOA shall be determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions of this MOA in such jurisdiction or affect the validity or enforceability of such provision in any other jurisdiction. In the event of such illegality or unenforceability, this MOA shall be construed, if possible, in a manner to give effect to the intent of the Parties to the particular provision or provisions which have become invalid, illegal or unenforceable and, in any event, all other terms shall remain in full force and effect. The Parties shall negotiate in good faith new provisions to restore, as best as possible, the original intent and effect of this MOA with the end in view of rendering all the provisions of this MOA legal and enforceable.
13. **GOVERNING LAW.** This MOA shall be governed by, and be construed in accordance with, the laws of the Republic of the Philippines.
14. **EFFECTIVITY AND DURATION.** This MOA shall become effective upon signing by the duly authorized representatives of the Parties and shall be valid until all removal/relocation and restoration of Affected SAs described herein for the Project are completed.

[End of document. The Signature Page follows.]

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Agreement to be executed by their respective signatories on the date above-mentioned.

DEPARTMENT OF TRANSPORTATION

CITY GOVERNMENT OF BACOR

By:

By:

JAIME J. BAUTISTA
Secretary
Department of Transportation

HON. STRIKE B. REVILLA
City Mayor

WITNESSES:

CESAR B. CHAVEZ
Undersecretary for Railways
Department of Transportation

JESSON LABAO
City Administrator
City Government of Bacoor, Cavite

CERTIFICATE OF AVAILABILITY OF FUNDS

EDNA C. TAPAR
DOTr Chief Accountant

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____ 2022, personally appeared the following:

	Competent Proof of Identity	Place / Date Issued / Expiry
Department of Transportation by: Hon. Jaime J. Bautista		
Department of Transportation by: Cesar C. Chavez		
City Government of Bacoor by: Hon. Strike B. Revilla		

who were identified by me through their respective competent evidence of identity, as indicated above, to be the same persons described in the foregoing instrument, and acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and declared to me that they have executed the instrument as their free and voluntary act and deed and that they have the authority to sign on behalf of the entity that they represent.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first above-written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2022.

**MEMORANDUM OF AGREEMENT
FOR THE TRANSFER OF FUNDS TO BACCOOR CITY FOR THE RELOCATION AND
RESETTLEMENT OF PROJECT-AFFECTED INFORMAL SETTLER FAMILIES**

This Memorandum of Agreement (MOA) is made and entered into this ____ day of _____ 2023 in _____, by and among:

The **DEPARTMENT OF TRANSPORTATION**, a government agency existing under the laws of the Republic of the Philippines, with main office at Apo Court Sergio Osmeña Sr., Clark Freeport Zone, Pampanga, and represented herein by its Secretary, **JAIME J. BAUTISTA (DOTr)**;

and

The **LIGHT RAIL TRANSIT AUTHORITY**, a government instrumentality duly created and existing under and by virtue of laws of the Republic of the Philippines, with principal office at Line 2 Depot, Marcos Highway, Santolan, Pasig City, represented herein by its Administrator, **HERNANDO T. CABRERA (LRTA)**;

and

The **DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT**, a government agency duly created by virtue of Republic Act No. 11201 dated 14 February 2019, with principal office at 9th Floor DHSUD Building, Mayaman Street corner Kalayaan Avenue, Diliman, Quezon City, herein represented by its Secretary, **JOSE RIZALINO L. ACUZAR (DHSUD)**;

and

The **NATIONAL HOUSING AUTHORITY**, a government-owned and controlled corporation duly created and existing by virtue of Presidential Decree No. 757 dated 31 July 1975, as amended, with principal office and postal address at NHA Building, Elliptical Road, Diliman, Quezon City, represented herein by its General Manager, **JOEBEN A. TAI (NHA)**;

and

The **CITY GOVERNMENT OF BACCOOR**, a local government unit (LGU) duly created and existing under and by virtue of laws of the Republic of the Philippines, with principal office address at Molino Boulevard, Bacoor City, Cavite, Philippines, represented herein by its City Mayor, **HON. STRIKE REVILLA (LGU-Bacoor)**.

DOTr, LRTA, DHSUD, NHA and LGU-Bacoor are referred to in this MOA individually as a "Party" and collectively as "Parties".

ANTECEDENTS:

- A. Executive Order No. 125, Series of 1987, as amended, established the DOTr to be the primary policy, planning, programming, coordinating, implementing, and administrative entity of the Executive Branch to promote, develop, and regulate a dependable and coordinated network of transportation systems.

- B. Executive Order No. 603 of July 12, 1980, as amended, created the LRTA to be primarily responsible for the construction, operation, maintenance and/or lease of light rail transit systems in the Philippines.
- C. Republic Act No. 11201, created the DHSUD to be the primary national government entity responsible for the management of housing, human, settlement and urban development. It shall be the sole and main planning and policy-making, regulatory, program coordination and performance monitoring entity for all housing, human settlement and urban development concerns, primarily focusing on the access to and the affordability of basic human needs;
- D. Republic Act No. 10160 established the City of Bacoor as a component city with powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion and improvement of the general welfare of the people.
- E. Presidential Decree No. 757 of July 31, 1975, created the NHA and mandated under RA 7279 of March 24, 1992 was tasked to provide technical and other forms of assistance to LGUs in the implementation of their housing programs; and to undertake relocation and resettlement of families with local government units;
- F. Republic Act No. 10752, also known as the "Right-of-Way Act" of 2016 (**ROW Act**) provides for streamlined procedures for Right-of-Way and Site Acquisition (**ROWSA**) for national government infrastructure projects, which may also be adopted by local government units.
- G. Republic Act No. 7279, also known as the Urban Development and Housing Act of 1992 (**UDHA**) provides for a comprehensive and continuing urban development and housing program, establish the mechanism for its implementation, and for other purposes.
- H. The LRT Line 1 South (Cavite) Extension Project (**Project**), will require the relocation and resettlement of affected Informal Settler Families (**ISFs**) along the Right-of-Way (**ROW**).
- I. In a Memorandum of Agreement dated 19 May 2016 (**2016 MOA**)¹, the then Department of Transportation and Communications and the Light Rail Transit Authority (**LRTA**) agreed "to assist each other in the fulfillment of [their] obligations"² under the Concession Agreement for the Project.
- J. In 2017, the LRTA completed its relocation site (**LRTA Relocation Site**)³ located in General Trias City, Cavite with the Provincial Local Government Unit of Cavite and Local Government of Unit General Trias, Cavite as "**Receiving LGU**".
- K. Republic Act No. 11639 also known as the General Appropriations Act for the Fiscal Year 2022 (GAA 2022), allocated budget for DOTr to implement ROWSA activities, including for the Project, which includes the relocation and resettlement of the Project-affected ISFs.
- L. Pursuant to the 2016 MOA, and the DOTr Secretary's meeting with the Bacoor City Mayor on 15 August 2019, it was agreed that considering the organizational capability of LGU-Bacoor, the City Government will assist in expediting the ROWSA

¹ 2016 MOA (Annex A).

² See Section 1.4 of Annex A.

³ LRTA Relocation Site (Annex B).

activities for the Project, particularly in the relocation of Project-affected ISFs in Bacoor City (**Covered ISFs**).

Accordingly, the Parties hereby agree as follows:

1. **SCOPE.**

1.1. This MOA shall govern the transfer of funds from DOTr to LGU-Bacoor, which funds shall be used solely for the social preparation, structural mapping, and relocation of Covered ISFs in Bacoor City for Zapote V to Niog Segment of the Project (**Relocation Activities**)⁴.

1.1.1. The amount to be transferred under this MOA is up to **SIXTY MILLION PESOS (PhP 60,000,000.00) (Transfer Fund)**. In case of insufficiency, as may be sufficiently demonstrated by LGU-Bacoor, any additional amount that may be necessary for completion of the **Relocation Activities** shall be covered by a Supplemental MOA to be executed by the Parties.

1.2. The Project-affected ISFs covered by this MOA are identified and described in the Master List, as may be preliminarily attached hereto as **ANNEX "D"**⁵, and further developed and finalized jointly by the Parties.

2. **RESPONSIBILITIES OF THE PARTIES.**

2.1. DOTr shall:

2.1.1. Allocate available funds to LGU-Bacoor to cover the cost of the relocation of Covered ISFs;

2.1.2. Issue the Letter Advice and Allotment Release (**LAAR**) for the Project, and cause the transfer of the subject funds to LGU-Bacoor's account, upon signing and approval of this MOA, in accordance with the Schedule of Transfer indicated herein and subject to compliance with pertinent laws, rules and regulations;

2.1.3. Record the receipt, issuance or utilization and liquidation, including the documentation, of such fund transfer in accordance with the rules and regulations embodied in COA Circular 94-013 and Item 3.0 of COA Circular 2012-001 dated 13 December 1994 and 14 June 2012, respectively, and updated by COA Circular 2016-002 dated 31 May 2016, as classified by COA Circular No. 2017-002;

2.1.4. Provide a copy of the flowchart of disbursement procedure to LGU-Bacoor;

2.1.5. Exercise auditorial powers over the expenditures of LGU-Bacoor in the performance of its tasks;

2.1.6. Approve Disbursement Plan and Program of Works prepared by LGU-Bacoor strictly pursuant to applicable laws, accounting and auditing rules;

⁴ Schedule of Relocation Activities (Annex C).

⁵ 2015 Census (Annex D).

- 2.1.7. Provide the Project timeline for consideration in setting of activities and for preparation of Program of Works for the relocation of Covered ISFs in Bacoor City;
- 2.1.8. Together with LRTA:
 - 2.1.8.1. Jointly review and approve the Program of Works prepared by LGU-Bacoor;
 - 2.1.8.2. Monitor and review the relocation activities and accomplishment of LGU-Bacoor and ensure that the Relocation and Resettlement Activities are implemented based on the agreed timeline;
 - 2.1.8.3. Provide alignment markings to identify the Covered ISFs;
 - 2.1.8.4. Accommodate qualified ISFs from the area in the LRTA Relocation Site, coordinate with the Receiving LGU and address its requirements on the acceptance of qualified ISFs for relocation;
 - 2.1.8.5. Ensure that the relocation houses are ready for occupancy with complete facilities and utilities;
 - 2.1.8.6. Accept and jointly secure from LGU-Bacoor the cleared area (turned-over area), free from ISFs, and other structures that may be erected with the help of LGU-Bacoor;
- 2.1.9. Together with LRTA and LGU-Bacoor, with the assistance of DHSUD and NHA, in case of increase in the number of ISFs with consequent insufficiency of available housing units and other expenditures relative to the requirements of the receiving LGU/s, a supplemental agreement to the MOA be executed to define the parties' obligations and responsibilities (i.e. provide alternative relocation package, additional housing units, providing rental subsidy, as necessary);
- 2.1.10. Designate the Undersecretary for Railways or any authorized representative to monitor the implementation of this MOA, including the expenditures attendant thereto; and
- 2.1.11. Extend full cooperation and assistance to LGU-Bacoor in the performance of its responsibilities under this MOA;

2.2. DHSUD

- 2.2.1. Shall act as Resettlement Implementation Coordinator (RIC) in accordance with the 2018 MOA signed between DOTr and DHSUD (formerly HUDCC);
- 2.2.2. Perform and provide policy direction, coordination, supervision, facilitation, and monitoring and evaluation (M&E) of the Relocation Activities and programs of other relevant local and national housing

and social welfare agencies pursuant to their respective agreements with the DOTr and LRTA and/or mandates;

- 2.2.3. Assist and ensure the creation or reactivation of the concerned LGUs' Local Inter-Agency Committee ("LIAC"), to support the preparation and implementation of the Relocation and Resettlement Action Plan ("RRAP");

2.3. NHA shall:

- 2.3.1. Provide technical assistance with the tagging, census and validation activities of the Covered ISFs together with the LIAC; and
- 2.3.2. Facilitate the pre-qualification of the censused ISFs within one (1) month from the submission of LGU-Bacoor;

2.4. LGU-Bacoor shall:

- 2.4.1. Prepare and submit the following within thirty (30) days after the execution of this MOA subject to DOTr's approval:
 - 2.4.1.1. Program of Works, with expected dates/schedules of Project Implementation and Completion; and
 - 2.4.1.2. Disbursement Plan indicating the schedule of necessary fund utilization and disbursement, in compliance with applicable laws, rules and regulations.
- 2.4.2. Accept the funds transferred by DOTr and place the same in a trust account for the sole purpose of using said funds for the purpose identified above;
- 2.4.3. Acknowledge receipt of the funds transferred by DOTr in accordance with the approved Disbursement Plan for the Relocation Activities;
- 2.4.4. Upon the signing of this MOA, shall jointly prepare with DOTr, LRTA, NHA, DHSUD, and the receiving LGU the RRAP for the Covered ISFs in coordination with other concerned implementation partners;
- 2.4.5. Upon receipt of the first tranche of the funds from DOTr and upon the demarcation of boundaries by LRTA, conduct joint tagging, census and validation activities of the Covered ISFs in coordination with the LIAC;
- 2.4.6. Implement the LIAC-approved RRAP which shall include but not limited to the following activities: social preparation activities, structural mapping, selection of beneficiaries, actual relocation, transportation of families within twelve (12) months from receipt of the first tranche of funds from DOTr;
- 2.4.7. Ensure dismantling of houses by the relocated families and turn-over of cleared areas to LRTA;

- 2.4.8. Create and lead the LIAC and Beneficiary Selection, Awards and Arbitration Committee (BSAAC);
- 2.4.9. Provide the DOTr and the LRTA a copy of an official master list of qualified Covered ISFs for relocation and/or financial assistance based on the Code of Policy;
- 2.4.10. Provide security personnel and implement security measures during and until the completion of the Relocation Activities;
- 2.4.11. Submit a Certificate of Turnover to the LRTA and DOTr of the areas cleared of structures and families and master list of those who actually availed of relocation;
- 2.4.12. Disburse the funds transferred by DOTr strictly in accordance with the submitted Program of Works and Disbursement Plan of LGU-Bacoor and approved by DOTr;
- 2.4.13. Submit to DOTr the following documents:
 - 2.4.13.1. Original Official Receipt (O.R.) acknowledging receipt of the fund within 30 days upon receipt of the funds;
 - 2.4.13.2. Copy of the O.R. issued for the refund to DOTr of unexpended/unutilized balance of fund transferred, including any interest thereof; and
 - 2.4.13.3. Other liquidation documents as may be required by pertinent COA Rules and Regulations above;
- 2.4.14. Ensure that the relocation of the Covered ISFs is undertaken consistent with the provisions of the ROW Act and UDHA and its respective Implementing Rules and Regulations (IRR), and related provisions of Republic Act 7160, otherwise known as the "Local Government Code of 1991" (LGC);
- 2.4.15. Submit to DOTr monthly written updates on the progress of the Relocation Activities 10 days after the end of each month;
- 2.4.16. Pursuant to applicable COA rules and regulations:
 - 2.4.16.1. Place the funds received from DOTr in a trust account pursuant to Clause 4.1 of this MOA;
 - 2.4.16.2. Establish and maintain a separate subsidiary record for all disbursements from DOTr under this MOA and related MOAs;
 - 2.4.16.3. Submit to DOTr a monthly Report of Check Issued (RCI) and Report of Disbursement (RD) with copy of all supporting vouchers and/or documents, and with proof of receipt of the report by COA, evidencing the utilization of the funds 10 days after the end of each month; and
- 2.4.17. Notify DOTr of the need to replenish the funds in case it is depleted by eighty-five percent (85%) subject to the requirements under the Program of Works. Replenishment of funds is subject to a request

for the purpose, for DOTr's review and approval, and subject to its availability. Approved request for replenishment of funds shall be subject of a Supplemental MOA duly signed by the Parties under the same terms and conditions of this MOA;

2.4.18. Extend full cooperation and assistance to DOTr in the performance of its responsibilities under this MOA, and in the implementation of the Project;

3. **COVENANT.** The Parties shall perform their tasks in accordance with the project implementation schedule and existing laws, rules and regulations.

4. **DISBURSEMENT AND UTILIZATION.**

4.1. **Deposit and Accounting Procedures to be Implemented.** DOTr shall deposit the funds subject of this MOA to an account that LGU-Bacoor assigns solely for the implementation of the Relocation Activities. The check shall be issued in the name of the LGU for deposit to its trust account in its authorized government depository bank. The LGU shall issue its official receipt in acknowledgement. LGU-Bacoor shall maintain a separate and distinct book of account for the Project, a copy of which shall be turned over to DOTr upon completion of all Relocation Activities.

4.2. **Excess Project Fund.** Any unutilized and/or unobligated portion of the subject funds shall be returned to DOTr with proper acknowledgment (i.e., Official Receipt) of the return. This includes any and all interests earned.

4.3. **Schedule of Fund Transfer.**

4.3.1. The release of Transfer Funds indicated in Clause 1.1. of this MOA shall be done as follows:

4.3.1.1. **1st Tranche.** 1st Tranche. The 1st Tranche of the Transfer of Funds equivalent to 50% thereof, shall be sub-allotted and disbursed by DOTr to LGU-Bacoor, upon execution of this MOA, issuance of Certificate of Availability of Funds (CAF) by DOTr Chief Accountant and submission of LGU-Bacoor of the following:

4.3.1.1.1. Program of Works and Disbursement Plan duly approved by DOTr;

4.3.1.1.2. Certificate from a bank signifying that it is the designated depository bank of the LGU-Bacoor;

4.3.1.1.3. Certificate confirming that the Special Disbursing Officers (SDOs) of the LGU-Bacoor are properly designated and bonded in accordance with Section 101 of P.D. 1445, otherwise known as the State Audit Code of the Philippines, which provides that every officer of any government agency whose duties permit or require the possession or custody of government funds or property shall be accountable and properly bonded in

accordance with law (Approved Treasurer's Bond);

4.3.1.2. **Subsequent Tranches.** Subsequent tranches shall be sub-allotted and disbursed by DOTr to LGU-Bacoor in accordance with the approved Disbursement Plan, subject to at least 75% liquidation of earlier disbursements made pursuant to this MOA and applicable rules and regulations.

4.4. **Utilization.** Disbursement by DOTr to LGU-Bacoor pursuant to this MOA shall be utilized by LGU-Bacoor solely for the purpose indicated above.

5. **REPRESENTATIONS AND WARRANTIES.**

5.1. The Parties represent that they have the requisite power, authority, and capacity to enter into this MOA and perform their obligations and undertakings according to the terms and conditions herein.

5.2. The Parties agree to sign, execute, and deliver such other agreements as may be necessary in the furtherance of this MOA and its objectives.

5.3. The Parties agree to represent and defend their respective agencies should an action arise with regard to this MOA and its implementation before any court, tribunal, or quasi-judicial agency, provided that any controversy or claim arising out of or relating to this MOA, or the breach thereof, shall first be settled by Dispute Resolution in accordance with Section 66, Chapter 14, Book IV of Executive Order No. 292 or the Administrative Code of 1987.

5.4. The recitals in the Antecedent Clauses herein form an integral part of this MOA.

5.5. This MOA shall be binding upon the Parties and their respective heirs and assigns.

6. **AMENDMENT AND WAIVER.**

6.1. This MOA may be modified only by means of a written instrument executed by and between the Parties and signed by their respective duly authorized representatives.

6.2. In case of modification or amendment of this MOA, the same shall be covered by a Supplemental MOA duly signed by the Parties under the same terms and conditions of this MOA, *provided*, that in the case of cancellation or reduction of the intended scope of work, the excess funds shall be returned to DOTr.

6.3. The failure of any Party hereto to enforce at any time any of the provisions of this MOA shall in no way be construed to be a waiver of any such provision. No waiver of any breach or non-compliance with this MOA shall be held to be a waiver of any other or subsequent breach or non-compliance.

7. **NON-IMPAIRMENT, NON-WAIVER OF RIGHTS.** No failure on the part of any of the Parties to exercise, and no delay in exercising, any right, power or remedy under this MOA shall impair any such right, power of remedy nor shall it be construed as a waiver of any such breach or default thereafter occurring, nor shall a waiver of any single breach or default operate as a waiver of any other breach or default theretofore or thereafter occurring; nor shall any single or partial exercise of any right, remedy or action under this MOA preclude any other or further exercise thereof or the exercise of any other right, remedy

or action hereunder. Any waiver, permit, consent or approval of any kind or character of any breach of any provision or condition of this MOA must be in writing and shall be effective only to the extent therein specifically set forth.

8. **ASSIGNMENT.** This MOA shall not be assigned by any Party without the prior written consent of the other Parties. This MOA shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
9. **COUNTERPARTS.** This MOA may be executed in any number of counterparts, each of which shall be deemed an original of this MOA and all of which together shall constitute one and the same instrument.
10. **ENTIRE AGREEMENT.** This MOA and any other documents and/or understanding that may be contemplated herein shall contain the entire agreement among the Parties with respect to the subject matter hereof. It shall supersede and cancel all prior agreements whether oral or written, letters of intent, term sheets, memoranda of understanding or otherwise with respect thereto. In case of inconsistencies with any other agreements or contracts, the provisions of this MOA shall prevail.
11. **TERMINATION OR RESCISSION.**
 - 11.1. Both Parties reserve the right to terminate or rescind this MOA upon breach of any provisions hereof by serving a written notice of termination or rescission at least fifteen (15) calendar days prior to the actual termination or rescission.
 - 11.2. Any termination or rescission of this MOA shall be without prejudice to rights and liabilities, which have accrued hereunder, the date of termination or rescission, or with respect to any antecedent breach of the terms hereof, prior to termination or rescission, or any amount owing or due under this MOA.
 - 11.3. Any amount shall, after proper accounting, be returned to the DOTr after such termination or rescission.
 - 11.4. The Parties further agree that when the implementation of the RRAP is not commenced by LGU-Bacoor within thirty (30) days from the actual receipt of the funds, this MOA shall be considered of no force and effect upon receipt of formal notice from DOTr and any funds already transferred shall revert to DOTr.
12. **SEVERABILITY.** If any provision of this MOA shall be determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions of this MOA in such jurisdiction or affect the validity or enforceability of such provision in any other jurisdiction. In the event of such illegality or unenforceability, this MOA shall be construed, if possible, in a manner to give effect to the intent of the Parties to the particular provision or provisions which have become invalid, illegal or unenforceable and, in any event, all other terms shall remain in full force and effect. The Parties shall negotiate in good faith new provisions to restore, as best as possible, the original intent and effect of this MOA with the end in view of rendering all the provisions of this MOA legal and enforceable.
13. **GOVERNING LAW.** This MOA shall be governed by, and be construed in accordance with the laws of the Republic of the Philippines.
14. **EFFECTIVITY AND DURATION.** This MOA shall become effective upon signing by the duly authorized representatives of the Parties and shall be valid until all the Relocation Activities are completed.

[End of document. The Signature Page follows.]

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Agreement to be executed by their respective signatories on the date above-mentioned.

DEPARTMENT OF TRANSPORTATION

LIGHT RAIL TRANSIT AUTHORITY

By:

By:

JAIME J. BAUTISTA
Secretary

HERNANDO T. CABRERA
Administrator

**DEPARTMENT OF HUMAN SETTLEMENTS
AND URBAN DEVELOPMENT**

NATIONAL HOUSING AUTHORITY

By:

By:

JOSE RIZALINO L. ACUZAR
Secretary

JOEBEN A. TAI
General Manager

CITY GOVERNMENT OF BACOR

By:

HON. STRIKE REVILLA
City Mayor

WITNESSES:

CESAR B. CHAVEZ
Undersecretary for Railways

ELEONOR C. PALAYPAYON
OIC-Project Manager, LRTA

CERTIFICATE OF AVAILABILITY OF FUNDS

EDNA C. TAPAR
DOTr Chief Accountant

ACKNOWLEDGMENT

Republic of the Philippines)
_____, Metro Manila) S.S.

BEFORE ME, a Notary Public for and in the City of _____, Metro Manila, Philippines,
this ____ day of _____, personally appeared the following:

Name	Competent Proof of Identity	Place/Date Issued/Expiry
JAIME J. BAUTISTA		
HERNANDO T. CABRERA		
JOSE RIZALINO L. ACUZAR		
JOEBEN A. TAI		
HON. STRIKE REVILLA		

Known to me to be the same persons who executed the foregoing instrument, and acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and declared to me that they have executed the instrument as their free and voluntary act and deed and that they have the authority to sign on behalf of the entities they respectively represent.

This instrument refers to the Memorandum of Agreement consisting of eleven (11) pages, including the page on which this Acknowledgment is duly signed by the Parties and their instrumental witnesses on each and every page thereof.

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

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2023;

Aug. 15, 2022

**MEMORANDUM OF AGREEMENT
ON THE TRANSFER OF FUNDS TO THE CITY GOVERNMENT OF BACOOR
FOR THE REMOVAL, RELOCATION AND/OR RESTORATION OF AFFECTED
STRUCTURES AND AUXILIARIES**

This Memorandum of Agreement ("**MOA**") is made and entered into this ___ day of _____ 2022 in _____ City, Metro Manila, Philippines, by and between:

The **DEPARTMENT OF TRANSPORTATION**, a government agency existing under the laws of the Republic of the Philippines, with main office at Apo Court Sergio Osmeña Sr., Clark Freeport Zone, Pampanga, and represented herein by its Secretary of Department of Transportation, **JAIME J. BAUTISTA** ("**DOTr**");

and

The **CITY GOVERNMENT OF BACOOR**, a local government unit ("**LGU**") duly created and existing under and by virtue of laws of Republic of the Philippines, with principal office address at Bacoor Government Center Molino Boulevard, Brgy. Bayanan, Bacoor City, Cavite represented herein by its City Mayor, **HON STRIKE B. REVILLA** ("**Bacoor City**") pursuant to her authority conferred and embodied in Sangguniang Panlungsod Resolution _____ Series of _____ approved _____ of the City Council of Bacoor ("**Bacoor City**").

DOTr and Bacoor City are referred to in this MOA individually as "**Party**" and collectively as "**Parties**".

ANTECEDENTS:

- A. Executive Order No. 125, Series of 1987, as amended, established DOTr to be the primary policy, planning, programming, coordinating, implementing, and administrative entity of the Executive Branch to promote, develop, and regulate a dependable and coordinated network of transportation systems.
- B. Republic Act No. 10160 established Bacoor City as a highly-urbanized city with powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to the promotion and improvement of the general welfare of the people.
- C. Republic Act No. 10752, also known as the "Right-of-Way Act" of 2016 ("**ROW Act**"), provides for streamlined procedures for Right-of-Way and Site Acquisition ("**ROWSA**") for national government infrastructure projects.
- D. The LRT Line 1 South (Cavite) Extension Project ("**Project**"), one of the priority infrastructure projects of the current Administration, will require the removal, relocation, and/or restoration of Affected Structures and Auxiliaries ("**Affected S&As**") along Emilio Aguinaldo Highway, Bacoor Boulevard, and other affected areas along the Right-of-Way of the Project in Bacoor City ("**Works**").
- E. General Appropriations Act (GAA) Right of Way Fund, allocated a budget for DOTr to implement ROWSA activities, which include, among others, the removal, relocation and/or restoration of Affected S&As.

- F. In the Memorandum of Agreement dated 19 May 2016 ("**2016 MOA**"), DOTr and the Light Rail Transit Authority ("**LRTA**") agreed "to assist each other in the fulfillment of [their] obligations"¹ under the Concession Agreement for the Project.
- G. Pursuant to the 2016 MOA, a Coordination Meeting between DOTr Secretary Arthur P. Tugade and Bacoor City Mayor was held on 15 August 2019, while Stakeholders Meetings among DOTr, the Bacoor City Mayor, LGU officials, and other stakeholders were held on 22 December 2020, 4 March 2021, 15 April 2021, 28 May 2021, and 05 July 2021 respectively.
- H. During the 05 July 2021 Stakeholders Meeting, it was agreed upon by the Parties that Bacoor City, considering its organizational capability, will assist DOTr in expediting the ROWSA activities for the Project, particularly the removal, relocation, and/or restoration of Affected S&As in Bacoor City.

Accordingly, the Parties hereby agree as follows:

1. **SCOPE.** This MOA shall govern the transfer of funds from DOTr to Bacoor City, which funds shall be used solely for the removal, relocation and/or restoration of the Affected S&As along Emilio Aguinaldo Highway, Bacoor Boulevard, and other affected areas along the Right-of-Way of the Project in Bacoor City.
 - 1.1. The amount to be transferred under this MOA is up to **SIXTY MILLION PESOS (PHP60,000,000.00)**. In case of insufficiency, as may be sufficiently demonstrated by Bacoor City, any additional amount that may be necessary for the completion of the Works shall be covered by a Supplemental MOA to be executed by the Parties.
 - 1.2. The Affected S&As covered by this MOA are identified and described in the Master List, as may be preliminarily attached hereto as **ANNEX "A"** and may be further developed and finalized jointly by the Parties.
2. **RESPONSIBILITIES OF THE PARTIES.**
 - 2.1. DOTr shall:
 - 2.1.1. Allocate available funds to Bacoor City to cover the cost of the Works;
 - 2.1.2. Issue the Letter Advice and Allotment Release for the Project, and cause the transfer of the subject funds to Bacoor City account, upon signing and approval of this MOA, in accordance with the Schedule of Transfer indicated herein and subject to compliance with pertinent laws, rules and regulations;
 - 2.1.3. Record the receipt or utilization and liquidation, including the documentation, of such transfer of funds in accordance with the rules and regulations embodied in Commission on Audit ("**COA**") Circular 94-013 and Item 3.0 of COA Circular 2012-001 dated 13 December 1994 and 14 June 2012, respectively, and updated by COA Circular 2016-002 dated 31 May 2016, as classified by COA Circular No. 2017-002;

¹ See Section 1.4 of the 2016 DOTr-LRTA MOA.

- 2.1.4. Provide a copy of the flowchart of disbursement procedure to Bacoor City;
 - 2.1.5. Exercise auditorial powers over the expenditures of Bacoor City in the performance of its tasks;
 - 2.1.6. Approve the Disbursement Plan is compliant with applicable laws, rules and regulations prepared by Bacoor City;
 - 2.1.7. Validate the Terms of Reference prepared by Bacoor City for the Works;
 - 2.1.8. Review Technical Designs and Program of Works, including detailed cost estimate, prior to the removal, relocation and /or restoration of the Affected S&As in Bacoor City.
 - 2.1.9. Provide a timeline of the construction activities to Bacoor City for guidance;
 - 2.1.10. Monitor the removal and restoration activities of Bacoor City and ensure proper implementation of the Project;
 - 2.1.11. Designate the Undersecretary for Railways or any authorized representative to monitor the implementation of this MOA, including the expenditures attendant thereto; and
 - 2.1.12. Extend full cooperation and assistance to Bacoor City in the performance of its responsibilities under this MOA
- 2.2. Bacoor City shall:
- 2.2.1. Validate and finalize the Affected S&As initially submitted by DOTr;
 - 2.2.2. Prepare and submit the following within thirty (30) days from the execution of this MOA:
 - 2.2.2.1. Program of Works including detailed cost estimate for the removal, relocation and/or restoration of the Affected S&As; and
 - 2.2.2.2. Disbursement Plan indicating the schedule of necessary fund utilization and disbursement, to be approved by DOTr.
 - 2.2.3. Prepare Traffic Management Plan for the removal, relocation and/or restoration of the Affected S&As;
 - 2.2.4. Accept the funds transferred by DOTr and place the same in a trust account for the sole purpose of using them for the purpose identified under this MOA;
 - 2.2.5. Utilize the funds transferred by DOTr strictly in accordance with this Agreement, submitted Program of Works of Bacoor City as approved by DOTr, and subject to applicable laws, rules, and regulations.;

- 2.2.6. Utilize the funds transferred by DOTr, strictly in accordance with this MOA, subject to the applicable laws, rules and regulations
- 2.2.7. Comply with the rules and regulations embodied in COA Circular 94-013 and Item 3.0 of COA Circular 2012-001 dated 13 December 1994 and 14 June 2012, respectively, and updated by COA Circular 2016-002 dated 31 May 2016 for the receipt, utilization, documentation, disbursement, and liquidation of funds transferred by DOTr;
- 2.2.8. Submit to DOTr the following documents:
 - 2.2.8.1. Copy of the Official Receipt ("O.R.") acknowledging receipt of the funds;
 - 2.2.8.2. Copy of the O.R. issued for the refund to DOTr of unexpended/unutilized balance of funds transferred, including any interest thereof; and
 - 2.2.8.3. Other liquidation documents as may be required by pertinent COA Rules and Regulations above.
- 2.2.9. Pursuant to applicable COA rules and regulations:
 - 2.2.9.1. Establish a separate account where DOTr shall transfer the funds pursuant to Article 4 of this MOA;
 - 2.2.9.2. Establish and maintain a separate subsidiary record for all disbursements from DOTr under this MOA and related MOAs;
 - 2.2.9.3. Submit to DOTr a monthly Report of Check Issued and Report of Disbursement with all supporting vouchers and/or documents, evincing the utilization of the funds within ten (10) days after the end of each month;
- 2.2.10. Notify DOTr of the need to replenish the funds in case it is depleted by eighty-five percent (85%) subject to the requirements under the Program of Works and the execution of a Supplemental MOA to give effect to the same.
- 2.2.11. Ensure that the removal, relocation and/or restoration of the Affected S&As is undertaken consistent with the provisions of the ROW Act and its Implementing Rules and Regulations;
- 2.2.12. Procure technical consultants, if needed, subject to the provisions of RA No. 9184 and its Implementing Rules and Regulations, for the conduct of survey works and other engineering works, hire project personnel required to undertake Bacoor City's obligations, under this MOA and other necessary and related activities;
- 2.2.13. Ensure that all necessary permits and certificates are secured from relevant government agencies in a timely manner and in consonance with the approved Program of Works; and

- 2.2.14. Submit to DOTr monthly accomplishment reports on the progress of the Works.
- 2.2.15. Extend full cooperation and assistance to DOTr in the performance of its responsibilities under this MOA, and in the implementation of the Project.
3. **COVENANT.** The Parties shall perform their tasks in accordance with the project implementation schedule and existing laws, rules, and regulations.
4. **DISBURSEMENT AND UTILIZATION.**
- 4.1. **Deposit and Accounting Procedures to be Implemented.** DOTr shall deposit the funds subject of this MOA to an account that Bacoor City assigns solely for the implementation of the Works. The check shall be issued in the name of the LGU for deposit to its trust account in its authorized government depository bank. The LGU shall issue its official receipt in acknowledgment. Bacoor City shall maintain a separate and distinct book of account for the Project, a copy of which shall be turned over to DOTr upon completion of all removal, relocation, and restoration activities.
- 4.2. **Return of Excess Funds.** Any unutilized and/or unobligated portion of the subject funds shall be returned to DOTr with proper acknowledgment (i.e., OR) of the return. This includes any and all interests earned by the utilized and/or unobligated portion of the subject funds.
- 4.3. **Disbursement Plan and Program of Works.** The disbursement of funds identified in this MOA shall be in accordance with the Disbursement Plan and Program of Works prepared by Bacoor City and approved by DOTr.
- 4.4. **Schedule of Fund Transfer.** The release of funds indicated in Section 1.1. of this MOA amounting to **SIXTY MILLION PESOS (PHP60,000,000.00)** shall be done as follows:
- 4.4.1. **1st Tranche.** Upon signing of this MOA, the 1st Tranche of the subject funds equivalent to 50% thereof shall be sub-allotted and disbursed by DOTr to Bacoor City.
- 4.4.2. **Subsequent Tranches.** Subsequent tranches shall be sub-allotted and disbursed by DOTr to Bacoor City in accordance with the approved Disbursement Plan, subject to at least 75% liquidation of earlier disbursements pursuant to this MOA and applicable rules and regulations.
- 4.5. **Utilization.** Disbursement by DOTr to Bacoor City pursuant to this MOA shall be utilized by Bacoor City solely for the purpose indicated above.
5. **REPRESENTATIONS AND WARRANTIES.**
- 5.1. The Parties represent that they have the requisite power, authority, and capacity to enter into this MOA and perform their obligations and undertakings according to the terms and conditions herein.

- 5.2. The Parties agree to sign, execute, and deliver such other agreements as may be necessary in the furtherance of this MOA and its objectives.
 - 5.3. The Parties agree to represent and defend their respective agencies should an action arise with regard to this MOA and its implementation before any court, tribunal, or quasi-judicial agency, provided that any controversy or claim arising out of or relating to this MOA, or the breach thereof, shall first be settled by Dispute Resolution in accordance with Section 66, Chapter 14, Book IV of Executive Order No. 292 or the Administrative Code of 1987.
 - 5.4. The recitals in the Antecedent Clauses herein form an integral part of this MOA.
 - 5.5. This MOA shall be binding upon the Parties and their respective successor-in-interest and permitted assignees.
6. **AMENDMENT.**
- 6.1. This MOA may be modified only by means of a written instrument executed by and between the Parties and signed by their respective duly authorized representatives.
 - 6.2. In case of modification or amendment of this MOA, the same shall be covered by a Supplemental MOA duly signed by the Parties under the same terms and conditions of this MOA, provided that, in the case of cancellation or reduction of the intended scope of work, the excess funds shall be returned to DOTr.
 - 6.3. In case additional funds are required for the Works, Bacoor City shall, in addition to the notification under Section 2.2.10, submit a request for additional funds, including the basis for such request, for DOTr's review and approval and subject to its availability. Approved request for additional funds shall be subject of a Supplemental MOA duly signed by the Parties under the same terms and conditions of this MOA.
7. **NON-IMPAIRMENT, NON-WAIVER OF RIGHTS.** No failure on the part of any of the Parties to exercise, and no delay in exercising, any right, power or remedy under this MOA shall impair any such right, power of remedy nor shall it be construed as a waiver of any such breach or default thereafter occurring, nor shall a waiver of any single breach or default operate as a waiver of any other breach or default theretofore or thereafter occurring; nor shall any single or partial exercise of any right, remedy or action under this MOA preclude any other or further exercise thereof or the exercise of any other right, remedy or action hereunder. Any waiver, permit, consent or approval of any kind or character of any breach of any provision or condition of this MOA must be in writing and shall be effective only to the extent therein specifically set forth.
8. **ASSIGNMENT.** This MOA shall not be assigned by any Party without the prior written consent of the other Party. This MOA shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assignees.
9. **COUNTERPARTS.** This MOA may be executed in any number of counterparts, each of which shall be deemed an original of this MOA and all of which together shall constitute one and the same instrument.

10. **ENTIRE AGREEMENT.** This MOA and any other documents and/or understanding that may be contemplated herein shall contain the entire agreement between the Parties with respect to the subject matter hereof. It shall supersede and cancel all prior agreements whether oral or written, letters of intent, term sheets, memoranda of understanding or otherwise with respect thereto. In case of inconsistencies with any other agreements or contracts, the provisions of this MOA shall prevail.
11. **TERMINATION OR RESCISSION.**
 - 11.1. Both Parties reserve the right to terminate or rescind this MOA upon breach of any provisions hereof by serving a written notice of termination or rescission at least fifteen (15) calendar days prior to the actual termination or rescission.
 - 11.2. Any termination or rescission of this MOA shall be without prejudice to rights and liabilities, which have accrued hereunder, the date of termination or rescission, or with respect to any antecedent breach of the terms hereof, prior to termination or rescission, or any amount owing or due under this MOA.
 - 11.3. Any remaining amount from the subject funds, after proper accounting, shall be returned to DOTr after such termination or rescission.
 - 11.4. The Parties further agree that when the removal, relocation and restoration activities are not commenced by Bacoor City within thirty (30) days from the actual receipt of funds, this MOA shall be considered of no force and effect and any funds already transferred shall revert to DOTr.
12. **SEVERABILITY.** If any provision of this MOA shall be determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions of this MOA in such jurisdiction or affect the validity or enforceability of such provision in any other jurisdiction. In the event of such illegality or unenforceability, this MOA shall be construed, if possible, in a manner to give effect to the intent of the Parties to the particular provision or provisions which have become invalid, illegal or unenforceable and, in any event, all other terms shall remain in full force and effect. The Parties shall negotiate in good faith new provisions to restore, as best as possible, the original intent and effect of this MOA with the end in view of rendering all the provisions of this MOA legal and enforceable.
13. **GOVERNING LAW.** This MOA shall be governed by, and be construed in accordance with, the laws of the Republic of the Philippines.
14. **EFFECTIVITY AND DURATION.** This MOA shall become effective upon signing by the duly authorized representatives of the Parties and shall be valid until all removal, relocation and restoration of Affected S&As described herein for the Project are completed.

[End of document. The Signature Page follows.]

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Agreement to be executed by their respective signatories on the date above-mentioned.

DEPARTMENT OF TRANSPORTATION	CITY GOVERNMENT OF BACOR
By:	By:
JAIME J. BAUTISTA Secretary	HON. STRIKE B. REVILLA City Mayor
Witnesses:	
CESAR B. CHAVEZ Undersecretary for Railways	ATTY. JESSON G. LABAO City Administrator
Certificate of Availability of Funds:	
EDNA C. TAPAR Chief Accountant Department of Transportation	

ACKNOWLEDGMENT

Republic of the Philippines)
_____ City) S.S.

BEFORE ME, a Notary Public for and in _____ City, Philippines, this ____ day of _____ 2022, personally appeared the following:

	Competent Proof of Identity	Place / Date Issued / Expiry
Department of Transportation by: JAIME J. BAUTISTA		
City Government of Bacoor by: STRIKE B. REVILLA		

who were identified by me through their respective competent evidence of identity, as indicated above, to be the same persons described in the foregoing instrument, and acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and declared to me that they have executed the instrument as their free and voluntary act and deed and that they have the authority to sign on behalf of the entity that they represent.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first above-written.

Doc. No. _____ ;
Page No. _____ ;
Book No. _____ ;
Series of 2022.