



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-301
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE DEPARTMENT OF TRANSPORTATION (DOTr) IN RELATION TO THE INSTALLATION OF BICYCLE LANES WITHIN THE CITY OF BACOR, CAVITE.

Sponsored by:

Hon. Roberto L. Advincula

Co-Sponsored by:

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

WHEREAS, the Office of the Sangguniang Panlungsod, on 19 July 2023, received a request from the Office of the City Administrator seeking a resolution that authorizes the City Mayor to sign a Memorandum of Agreement with the Department of Transportation (DOTr) concerning the installation of bicycle lanes within the City of Bacoor.

WHEREAS, the DOTr is the leading national government entity in charge of planning, coordinating, implementing, and regulating a reliable and integrated network of transportation systems.

WHEREAS, the DOTr, pursuant to Executive Order No. 125-A, possesses the power to create and administer comprehensive and integrated transportation programs and authority to request local government units to assist in the preparation of the said programs.

WHEREAS, the DOTr is tasked with enforcing the National Transport Policy, which includes the integration of active transportation activities, such as biking, into the overall framework for transport policy that involves the development of facilities that facilitate the use of non-motorized transportation.

WHEREAS, under Republic Act No. 7160, otherwise known as the Local Government Code of 1991, the City of Bacoor is obligated to ensure the provision of sufficient transportation facilities.

WHEREAS, under Joint Administrative Order No. 2020-001 from the Department of Health, the DOTr, the Department of Public Works and Highways, and the Department of the Interior and Local Government, the DOTr is instructed to facilitate the planning and construction of "bicycleways" and walkways in inter-city road networks.

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

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
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

Noted by:
HON. STRIKE B. REVILLA
City Mayor



Republic of the Philippines

Province of Cavite

CITY OF BACOR

Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MACRAVEN ESPIRITU
SK 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

construction of "bicycleways" and walkways in inter-city road networks.

WHEREAS, the increasing traffic congestion within Metro Manila has resulted in the use of bicycles as a primary means of transportation.

WHEREAS, this trend has been further amplified by the COVID-19 pandemic, with commuters resorting to biking and other active transportation modes to mitigate infection risks, as evidenced by the 112% increase in bicycle imports in 2020 based on data provided by the Bureau of Customs (BOC) and by the National Economic and Development Authority (NEDA).

WHEREAS, Gaspay et al (2022) conducted a study which revealed that the vast majority of cyclists come from economically disadvantaged sectors in the Philippines, with almost half being unemployed or earning below the minimum wage. A significant 98% of the surveyed cyclists were earning less than Php 20,000 per month, even though 68% of these respondents were the primary income earners in their households.

WHEREAS, the establishment of bicycle lanes is integral to the public safety and transportation policies of the city government as they not only promote active transportation but also contribute to the well-being of the users, as supported by various studies such as Pan et al (2020), which demonstrated that bicycle lane access can lessen risk factors for obesity.

WHEREAS, research has shown a correlation between extended commute times and decreased social satisfaction, as exemplified by studies conducted by Delmelle et al (2013) and Hilbrecht et al (2014).

WHEREAS, from a medical standpoint, the use of active transport, such as cycling, for commuting, has been demonstrated to enhance health-related quality of life.

WHEREAS, encouraging active transportation through the development of bicycle lanes not only promotes a healthier lifestyle but also helps reduce carbon emissions, a critical aspect of environmental sustainability, as demonstrated by Prasara-A and Bridhikitti (2022) in their study entitled "Carbon Footprint and Cost Analysis of a Bicycle Lane in a Municipality," published in the Global Journal of Environmental Science and Management. The study showed that approximately 0.2 million tons of carbon dioxide equivalent of carbon footprint is reduced when a single bicycle lane is introduced in a municipality.

WHEREAS, the City Government of Bacoor, in alignment with the principles of JAO No. 2020-001, EO No. 125-A, and the Local Government Code of 1991, and recognizing the benefits of establishing bicycle lanes for its residents, commits to assisting the DOTr in fulfilling its mandate of developing safe and reliable facilities for active transportation activities.

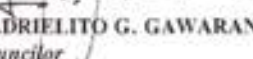


Office of the Sangguniang Panlungsod


DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor


HON. MICHAEL E. SOLIS
City Councilor

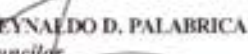

HON. ADRIELITO G. GAWARAN
City Councilor

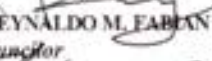
HON. VICTORIO L. GUERRERO, JR.
City Councilor


HON. ALEJANDRO F. GUTIERREZ
City Councilor

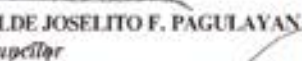

HON. LEVY M. TELA
City Councilor

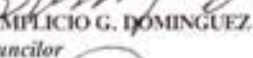
DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor


HON. REYNALDO D. PALABRICA
City Councilor



HON. REYNALDO M. FABIAN
City Councilor


HON. ROGELIO M. NOLASCO
City Councilor


HON. ALDE JOSELITO F. PAGULAYAN
City Councilor


HON. SIMPLICIO G. DOMINGUEZ
City Councilor


HON. RAMON N. BAUTISTA
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

Noted by:

HON. STRIKE B. REVILLA
City Mayor

WHEREAS, the City Mayor, in accordance with Republic Act No. 7160, otherwise known as the Local Government Code of 1991, is authorized to represent the City in its business transactions and to sign on its behalf all contracts with the authority of the Sangguniang Panlungsod.

NOW THEREFORE, upon motion of Hon. Roberto Advincula 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, Hon. Strike B. Revilla, to sign a Memorandum of Agreement between the City Government of Bacoor and the Department of Transportation in relation to the installation of bicycle lanes within the City of Bacoor, Cavite.

RESOLVED LASTLY, to furnish the Office of the City Mayor, 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.

APPROVED on the 26th day of July 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor, Cavite.

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**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement ("MOA" or "Agreement") made and entered into this ____ of 2023, by and among:

The **DEPARTMENT OF TRANSPORTATION**, a national government agency established and existing under the laws of the Republic of the Philippines, with principal office address at The Columbia Tower, Brgy. Wack-wack, Ortigas Avenue, 1555 Mandaluyong City, herein represented by its **Secretary, Jaime J. Bautista**, and hereinafter referred to as "**DOTr**";

--and-

The **CITY GOVERNMENT OF BACOOD**, a local government unit established and existing under the laws of the Republic of the Philippines, with principal address at Bacood City Hall, Molino Blvd., Bacood City, Cavite, herein represented by its **Mayor, Strike B. Revilla**, and hereinafter referred to as "**CGBacoor**";

And shall be individually referred to as "**Party**" and collectively referred to as the "**Parties**."

WITNESSETH:

WHEREAS, the DOTr is the primary policy planning, programming, coordinating, implementing, and administrative entity of the executive branch of the government on the promotion, development, and regulation of a dependable and coordinated network of transportation systems, as well as in the fast, safe, efficient, and reliable transportation services;

WHEREAS, under Executive Order No. 125-A, the DOTr has the power to establish and administer comprehensive and integrated programs for transportation, and for its purpose, may call on any agency, corporation, or organization, whether public or private, whose development progress include transportation, as an integral part thereof, to participate and assist in the preparation and implementation of such programs;

WHEREAS, the DOTr is mandated to take part in the implementation of the National Transport Policy (NTP), which aims to integrate active transportation activities in the overall framework of the transport policy by way of developing facilities that will enable the efficient and safe utilization of non-motorized transportation;

WHEREAS, under Republic Act No. 7926 (RA 7926) vis-a-vis Republic Act No. 7160 (RA 7160) or the Local Government Code of the Philippines, the CGBacoor is mandated to ensure the provision and maintenance of adequate transportation facilities to service the needs of its residents;

WHEREAS, the global spread of the COVID-19 pandemic has brought a significant change in transportation and people's trip patterns and decisions due to the government's issuances of guidelines and protocols on social distancing, travel restrictions, and allowed transportation modes.

WHEREAS, under the Joint Administrative Order (JAO) No. 2020-001 of the Department of Health (DOH), DOTr, Department of the Interior and Local Government (DILG), and Department of Public Works and Highways (DPWH) or the Guidelines on the Proper Use and Promotion of Active Transport During and After the COVID-19 Pandemic, the DOTr is directed to "facilitate the planning, identification, implementation, and construction of bikeways and walkways especially in inter-city road networks";

¹ See attached CGBacoor Sanggunian Panlungsod Resolution No. 2023-XXXX

WHEREAS, pursuant to the same JAO, Local Government Units (LGUs) are strongly enjoined to "provide infrastructure for active transport and walking paths, ensure availability of right of way for the construction of bicycle lanes and walking paths within their jurisdiction, and maintain the bicycle lanes and walking paths located in their jurisdiction.":

WHEREAS, under the Memorandum Circular (MC) No. 2020-100 of the DILG, LGUs are empowered to establish cycling lanes and walking paths that favor the shortest and most direct route to fundamental facilities, to adopt appropriate traffic engineering and infrastructure solutions for safe and adequate space for walking and cycling, and to ensure safe intersections through the provision of bike boxes, traffic signal timing that prioritizes pedestrians and cyclists, among others;

WHEREAS, the Philippine Development Plan 2023-2028, as adopted through Executive Order No. 14, s. 2023 accords pedestrians and cyclists the highest priority in the hierarchy of road users as active mobility shall be integrated in the transportation system;

WHEREAS, the DOTr through Republic Act 11936 or the General Appropriations Act (GAA) of 2023 has a budgetary appropriation for Active Transport Bike Share System and Safe Pathways Program in Metropolitan Areas amounting to Seven Hundred Five Million Pesos (PhP 705,000,000.00) for the construction of bike lanes, procurement of bike racks, improvement of end-of-trip cycling infrastructure, construction of safe and accessible pedestrian walkways, and upgrading of existing pop-up bike lanes into permanent bike lanes;

WHEREAS, pursuant to the same law, the DOTr, in coordination with other government agencies, shall establish proper public transport stops and ensure that all road and bridge projects to be designed and implemented, in so far as practicable, shall allocate at least 50% of the road space for public transport, pedestrians, and bicycles/light mobility vehicles;

WHEREAS, there is a need for the Parties to enter into this Memorandum of Agreement to define the obligations of each Party in the implementation of the Project

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby mutually agree on the following:

ARTICLE I COVERAGE

Section 1.1 This Agreement shall cover the transfer of funds from the DOTr to CGBacoor amounting to **Pesos (PhP 0.00)** sourced from the budget allocation under the General Appropriations Act (GAA) of 2023 as well as the corresponding responsibilities of the Parties in relation thereto. It shall likewise govern the responsibilities of the Parties in the implementation of the following components of the Active Transport Program within the jurisdiction of the CGBacoor (herein referred to as the "Project"):

- A. Expansion of active transport infrastructure.

Section 1.2 The funds to be transferred shall be used exclusively for the implementation of the components of the Active Transport Program mentioned in the preceding section, and shall include the conduct of necessary procurement activities for establishing the appropriate infrastructure.

ARTICLE II GENERAL OBJECTIVES OF THE PROJECT

Section 2.1 Increase the accessibility of key activity areas and fundamental facilities by paving the way for an additional mode of transportation - active transportation;

Section 2.2 Provide a sustainable transportation option that is cohesive, direct, safe, comfortable and attractive;

Section 2.3 Reduce carbon emission in the metropolitan areas through the increased use of non-motorized transportation;

Section 2.4 Reduce road congestion as motor vehicle users shift to more efficient modes of transport, leading to various direct and indirect economic and environmental benefits such as better quality of life, transportation cost savings, time savings, improved air quality, among others;

Section 2.5 Improve multimodal transit to support first and last mile connectivity of public transportation;

Section 2.6 Significantly improve overall public health and safety through the presence of improved active transport facilities. Active transport users can achieve their daily physical activity from their commutes and reduced road-related fatal crash incidents.

ARTICLE III GENERAL AGREEMENT

Section 3.1 Both parties agree to form a Project Technical Working Group (TWG) composed of representatives from the DOTr and CGBacoor to oversee and ensure the successful implementation of the Project. The representatives of CGBacoor to the Project TWG shall be those who will be handling the implementation of the Project, and who may also serve as the end-user representative/provisional member of the Bids and Awards Committee (BAC) or the BAC-TWG that will be constituted for the procurement activities to be conducted.

Section 3.2 All activities pertaining to the procurement, construction and installation of the Project in Bacoor City will be implemented by the CGBacoor, which has jurisdiction over the area identified jointly by the Parties.

Section 3.3 Upon signing and approval of this MOA, funds to be transferred to the CGBacoor shall be exclusively used for the acquisition, fabrication, and installation of the materials necessary for the establishment of the appropriate infrastructure in accordance with the Program of Works (POW), Terms of Reference (TOR), and project implementation schedule.

Section 3.4 The POW, TOR, monthly disbursement plan and project implementation schedule shall form part of the documentary requirements for the transfer of funds, must be prepared by the TWG, and duly approved by the DOTr and the CGBacoor.

Section 3.5 Part of the funds to be transferred to the CGBacoor shall be allocated for engineering and administrative overhead (EAO) expenses, including transportation and logistic expenses, among others. Considering that this Project costs more than Five Million Pesos (Php 5,000,000.00), the Parties hereby agree that the amount to be allotted for the EAO should not be more than three percent (3.0%) of the estimated total project cost.

Section 3.6 Upon transfer of funds to the CGBacoor, the TWG shall prepare all pertinent technical procurement documents applicable such as Technical Specifications (TS), Detailed Architectural and Engineering Designs (DAED), among others, and duly approved by the DOTr and CGBacoor.

Section 3.7 The TWG shall conduct pre-, during, and post-implementation inspections at the proposed locations of the Project.

Section 3.8 Any necessary changes in the approved procurement documents, proposed Variation/Suspension orders shall be thoroughly reviewed by the TWG, duly approved by the CGBacoor, and noted by the DOTr. The TWG shall also recommend to the HoPE for the Contractor to undertake repair of the defects/deficiencies noted, if any.

Section 3.9 In compliance with Republic Act No. 9184, Its Implementing Rules and Regulations (IRR), and other relevant issuances, upon completion of the listed works, CGBacoor shall ensure that DOTr shall be furnished with a copy of the Certificate of Project Completion. After the one-year defects liability period, the TWG shall conduct a final inspection for the issuance of the Certificate of Acceptance. Moreover, CGBacoor shall provide a report for any deficiency discovered within seven (7) days immediately after the joint inspection, and undertake any appropriate action relative thereto (e.g. price adjustment, removal, or replacement, as the case may be), subject to the approval of the DOTr. The Certificate of Project Completion and Certificate of Final Acceptance should be approved by the CGBacoor, and noted by the DOTr.

ARTICLE IV RESPONSIBILITIES OF THE DOTr

Section 4.1 DOTr, in consultation with CGBacoor, shall identify the prescribed locations and designs for the Project in Bacoor City, and the amounts to be allocated for the implementation of the Project to ensure conformity to the standards and specifications set forth in the approved POW and TOR/TS.

Section 4.2 DOTr, in coordination with CGBacoor, shall provide adequate advertisement and information dissemination of rules and regulations in implementing and proper usage of active transport facilities.

Section 4.3 Upon signing and approval of this MOA, subject to the issuance of pertinent documents and the compliance with the relevant existing laws, rules, and regulations, DOTr shall facilitate the transfer of funds amounting to **PhP 0.00** directly to the CGBacoor.

Section 4.4 DOTr shall record the issuance, utilization, and liquidation and all documents in relation to the fund transfer in accordance with the Government Accounting Manual (GAM), COA Circular No. 94-2013, Item 3.0 of COA Circular No. 2012-001, and COA Circular No. 2017-002 dated 13 December 1994, 14 June 2012, 31 May 2016 and 25 October 2017, respectively, and relevant government accounting and auditing rules and regulations. The obligations to be performed by the DOTr pursuant to the aforementioned law/s and issuances shall include, but are not limited to the following:

- A. Obligate the allotment for the project to be implemented based on the advice of allotment and/or this memorandum of agreement;
- B. Issue a check in the name of the CGBacoor;
- C. Maintain a subsidiary ledger of the cash transferred to CGBacoor pertaining to the project;
- D. Require the CGBacoor to submit the liquidation reports to the DOTr;
- E. Draw a Journal Entry Voucher (JEV) to take up the reports submitted by the CGBacoor; and
- F. Issue the official receipt for the unexpanded balance remitted by the CGBacoor.

Section 4.5 DOTr, through the Road Transport and Infrastructure Sector - Active Transport Project Office (AT PO) shall lead the planning and implementation of the project, and shall have the following duties and responsibilities:

- A. Program and policy development and implementation;
- B. Monitoring and evaluation of the activities; and
- C. Other functions appropriate to facilitate and ensure the successful implementation of the project.

**ARTICLE V
RESPONSIBILITIES OF THE CGBacoor**

Section 5.1 CGBacoor shall receive and book up the funds as Trust Liability and ensure that the funds are properly and exclusively utilized for the purpose of procuring, fabricating, and installing the materials needed for the Project, subject to relevant government accounting and auditing laws, rules, and regulations.

Section 5.2 The CGBacoor shall receive, utilize, document, disburse, and liquidate the funds transferred in compliance with the Government Accounting Manual (GAM), COA Circular No. 94-2013, Item 3.0 of COA Circular No. 2012-001, and COA Circular No. 2017-002 dated 13 December 1994, 14 June 2012, 31 May 2016 and 25 October 2017, respectively and relevant government accounting and auditing rules and regulations. The obligations to be performed by the CGBacoor pursuant to the aforementioned law/s and issuances shall include, but are not limited to the following:

- A. Issue an official receipt for every amount received from the DOTr;
- B. Deposit the amount to CGBacoor's trust account solely made for this program in its authorized government depository bank, and maintain a separate and distinct books of account for the project;
- C. Request the issuance of Notice of Cash Allocation (NCA) from the Department of Budget and Management (DBM) to cover trust receipts deposited with the BTr;
- D. Keep or maintain separate subsidiary records for the trust liability or for each account whether a separate bank account is opened;
- E. Within ten (10) working days after the end of each month, the CGBacoor shall submit the Report of Checks Issued (RCI) and the Report of Cash Disbursement (RCDISB) to report the utilization of the funds. Only actual project expenses shall be reported, and the reports shall be approved by the Head of the CGBacoor;
- F. Return to the DOTr any unused/unexpended balance upon completion of the project, including any or all interests gained;
- G. Turn over to DOTr copies of the separate/distinct books of account upon completion of the project; and
- H. For its Chief Accountant/ Head of Accounting Division/Unit to record in the books of accounts any audit disallowance as receivable based on the Notice of Finality of Decision (NFD).

Section 5.3 Upon transfer of funds to the CGBacoor, the CGBacoor shall prepare all pertinent financial procurement documents such as the Approved Budget for the Contract (ABC), Detailed

Unit Price Analysis (DUPA), market research/quotations, among others, and duly approved by the CGBacoor.

Section 5.4 The CGBacoor shall undertake the necessary procurement of Contractors for the listed works, in accordance with the approved procurement documents, RA 9184, its Revised Implementing Rules and Regulations (RIRR), other applicable laws enforced, and relevant issuances of the Government Procurement Policy Board (GPPB). It shall invite representatives from the Commission on Audit (COA) as an observer during the conduct of the procurement process.

Section 5.5 The CGBacoor shall furnish DOTr all procurement documentation for all milestones achieved, such as but not limited to copies of the Abstract of Bids, Minutes of the Meetings, TWG Resolutions and Reports, Notice of Award, Notice to Proceed, signed Contract, Variation Order, Notice of Suspension/Extension, and other related documents with the winning supplier of the materials and/or contractor.

Section 5.6 The CGBacoor shall facilitate, in coordination with DOTr, the implementation and monitoring of the project, and submit to the DOTr weekly physical and financial status reports regarding the progress of works, problems encountered, and project accomplishment.

ARTICLE VI TERMINATION AND/OR RESCISSION

Each Party reserves the right to terminate or rescind this Agreement upon breach of any provision hereof or after it has been determined that the DOTr or CGBacoor's performance is unsatisfactory, based on the approved pertinent documents, by serving a written notice of termination or rescission at least thirty (30) days prior to the actual termination or rescission. Any unused amount, including interests, after proper accounting, shall be turned over to the DOTr after the termination or rescission.

ARTICLE VII SEPARABILITY CLAUSE

If any provision herein shall be declared void or unenforceable by a competent authority, the provision/s unaffected by such declaration shall remain valid and binding upon the Parties.

ARTICLE VIII EFFECTIVITY AND DURATION

This Agreement shall become effective upon signing by the duly authorized representatives of the DOTr and the CGBacoor, subject to the approval of the proper authorities, and shall be valid until the duration of the Project or the effectivity of the applicable GAA, unless the effectivity of the said GAA is extended by a subsequent legislation or unless this Agreement is sooner terminated or rescinded.

This MOA shall be effective upon signing of the authorized representatives of both Parties, except for the provisions pertaining to the actual transfer of funds and those related thereto, which will be effective only upon the issuance of the necessary documents from the Department of Budget and Management (DBM), submission of the necessary documents, and compliance with the applicable budgetary, accounting, and auditing rules and regulations.

ARTICLE IX AMENDMENTS

This Agreement may be amended, partially or wholly, by mutual agreement of the parties done in writing.

**ARTICLE X
MUTUAL COOPERATION**

The parties shall mutually cooperate to achieve the objectives of the Agreement, the performance of each party of their respective objectives of Agreement, and the performance by each of the parties of their respective obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on _____ 2023 at _____

**DEPARTMENT OF
TRANSPORTATION**

**CITY GOVERNMENT
OF BACOR**

JAIME J. BAUTISTA
Secretary, DOTr

STRIKE B. REVILLA
Mayor, CGBacoor

Signed in the presence of

ANNELI R. LONTOC, CESO I
Undersecretary for Road Transport and
Infrastructure, DOTr

XXX
XXX, CGBacoor

JAMES ANDRES B. MELAD
Assistant Secretary for Road Transport and
Infrastructure, DOTr

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

BEFORE ME, a notary public for and in the _____ of _____ personally
appeared the following:

Name	Government Issued ID	Date/Place Issued
1. Jaime J. Bautista		
2. Strike B. Revilla		

Known to me to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is their true and voluntary act and deed.

The instrument consists of eight (8) pages, including this page on which this acknowledgment is written, duly signed by the Parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereto affixed my signature and notarial seal on ___ day of
_____ 2023 at _____.

Notary Public

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