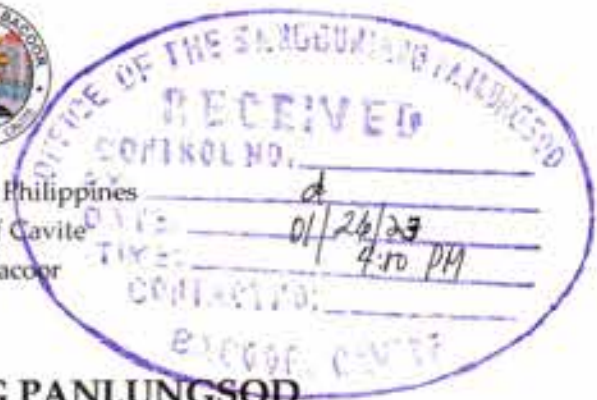




Republic of the Philippines
 Province of Cavite
 City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Finance, Budget And Appropriation		PCR-194-2023– MEMORANDUM OF AGREEMENT (CR 2022-51) FOR TRANSFER OF FUNDS TO THE CITY GOVERNMENT OF BACOOR FOR LAND ACQUISITION AND CONSTRUCTION OF NIOG ROAD.	PCR-194-2023	
V E N U E	Session Hall, Sangguniang Panlungsod, Bacoor City		D A T E / T I M E	January 23, 2023 10:30 P.M.

COMMITTEE REPORT NO. FBA- 106-S-2023

Referred to this Committee on the 27th Regular Session of the 5th of the Sangguniang Panlungsod is the above-captioned subject matter for appropriate action and recommendation.

In the letter dated January 10, 2023 of Honorable City Mayor Strike B. Revilla addressed to City Vice Mayor/Presiding Officer of the 5th Sangguniang Panlungsod, Honorable Rowena B. Mendiola, the City Mayor requests an approval of Resolutions that will authorize the establishment of three (3) separate trust funds and the authority to sign the corresponding Memorandum of Agreement for each of the three (3) trust funds with the Department of Transportation (DOTr) in connection with the "BUILD BUILD BUILD PROGRAM" of the National Government, particularly the funding of the construction and land acquisition for Niog Access Road to connect the Aguinaldo Highway to Niog LRT Station of the LRT Line I South (Cavite) Extension Project.

The primary scope, consideration and condition under this proposed Memorandum of Agreement (CR 2022-51), the subject of this particular legislative action is quoted as follows

- *1.1. The amount to be transferred under this MOA is up to **TWO HUNDRED FORTY MILLION PESOS (Php240,000,000.00)**, in case of insufficiency, as may be sufficiently demonstrated by Bacoor City, any additional



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amount that may be necessary for the completion of Works shall be covered by a Supplemental MOA to be executed by the Parties."

It is provided under the proposed MOA that the conditions therein shall govern the grant, release, and transfer of funds from DOTr to Bacoor City. The provisions of the MOA further set the rules and regulations in the disbursement and utilization of the trust fund with citations of specific COA rules and regulations and among the other terms and conditions for strict observance and compliance in the implementation of the Project

RECOMMENDATION:

In view of the foregoing and considering that the proposed Memorandum of Agreement covers the "BUILD BUILD BUILD PROGRAM" of the National Government at no cost to the City Government of Bacoor, the Honorable Members of the Committee hereby recommend **TO APPROVE** the Resolution authorizing the establishment of Trust Fund for the amount of **TWO HUNDRED FORTY MILLION PESOS (Php240,000,000.00)** and to authorize the City Mayor, Honorable Strike B. Revilla, to sign the Memorandum of Agreement (CR 2022-51) with the Department of Transportation (DOTr).

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.


Signed this day of January 2023 at the City of Bacoor, Cavite.

THE COMMITTEE ON FINANCE, BUDGET AND APPROPRIATION

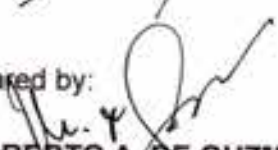

HON. COUN. ROGELIO M. NOLASCO
Chairman


HON. COUN. CATHERINE S. EVARISTO
Vice Chairperson


HON. COUN. REYNALDO D. PALABRICA
Member


HON. COUN. VICTORIO L. GUERRERO, JR
Member

Prepared by:


ROBERTO A. DE GUZMAN
Local Legislative Staff Assistant I



Republic of the Philippines
 Province of Cavite
 City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Finance, Budget and Appropriation		PCR-194-2023- MEMORANDUM OF AGREEMENT (CR 2022-051) (FOR TRANSFER OF FUNDS TO CITY GOVERNMENT OF BACOOR FOR LAND ACQUISITION AND ROAD CONSTRUCTION OF NIOG ACCESS ROAD). FOR THE NIOG ACCESS ROAD CONSTRUCTION AND LAND ACQUISITION TO CONNECT THE EMILIO AGUINALDO HIGHWAY AND NIOG LRT STATION.	PCR-194-2023	
V E N U E	STRIKE MULTI-PURPOSE HALL 3 RD FLOOR CITY OF BACOOR		D A T E / T I M E	January 23, 2023 10:30 A.M.

EXCERPT FROM THE MINUTES OF 27TH REGULAR SESSION NO. FBA-106-S-2023

Honorable Vice Mayor Rowena Bautista Mendiola, Presiding Officer of the 5th Sangguniang Panlungsod called the session to Order at 10:30 A.M.

Atty. Khalid Atega, Jr., Secretary of the Sangguniang Panlungsod, proceeded with the roll call, approval of the Journal and Minutes of the 26TH regular Session reading of the referrals to Committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

In **Regular Session**, the internal rules on the 27th Regular Session were suspended by Hon. Councilor Catherine S. Evaristo.

Upon reading and referral of Item No. F.1.1 - **PCR-194-2023- "MEMORANDUM OF AGREEMENT (CR 2022-051) FOR THE NIOG ACCESS ROAD CONSTRUCTION AND LAND ACQUISITION TO CONNECT THE EMILIO AGUINALDO HIGHWAY AND NIOG LRT STATION."**, Honorable Councilor Rogelio M. Nolasco, Chairman, Committee on Finance, Budget and Appropriation, moved for the approval of the subject request of the City Mayor of Bacoor.



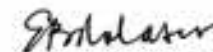
Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

The motion was unanimously seconded and the request of Memorandum of Agreement (CR 2022-051) for the Niog Access Road Construction and Land Acquisition to connect the Emilio Aguinaldo Highway and Niog LRT Station and Authorizing City Mayor Hon. Strike B. Revilla, to establish Trust Accounts in connection with the transfer of funds from the Department of Transportation (DOTr) to the City Government of Bacoor was **APPROVED** on the 27th Regular Session by the majority of the Honorable Members of the 5th Sangguniang Panlungsod.

The session was closed and adjourned at 1:30 P.M.

Prepared by :


EDGARO B. NOLASCO
Staff Clerk

Attested by :


HON.COUN. ROGELIO M. NOLASCO
Chairman

Committee on Finance, Budget and Appropriations



PCR 194-2023 - Memorandum of Agreement (CR 2022-051) for the Niog Access Road Construction and Land Acquisition to connect the Emilio Aguinaldo Highway and Niog LRT Station.



Republic of the Philippines
Province of Cavite

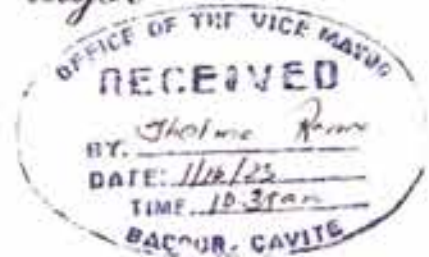
CITY OF BACOOR

Office of the Mayor

January 10, 2023

HON. ROWENA BAUTISTA-MENDIOLA

Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite



THRU: Atty. Khalid Atega, Jr.
Sanggunian Panlungsod Secretary

SUBJECT: Request for Authority to Establish Three (3) Trust Accounts for the LRT Line 1 Extension Project

Dear Hon. Bautista-Mendiola:

The LRT Line 1 South (Cavite) Extension Project is one of the flagship projects of the previous administration in its "Build, Build, Build Program" which will require the relocation and resettlement of affected Informal Settler Families (ISFs) along the Right-of-Way. On August 15, 2019, the Department of Transportation (DOTr) Secretary sought the commitment of the City Government of Bacoor to assist in expediting the Right-of-Way and Site Acquisition activities for this Project, in particular, assistance in the following:

1. Niog Access Road Construction and Land Acquisition to connect the Emilio Aguinaldo Highway and Niog LRT Station;
2. Removal, Relocation & Restoration of Affected Structures and Auxiliaries along Emilio Aguinaldo Highway along the Right-of-Way of the Project; and
3. Relocation of the Project-affected ISFs.

Attached herewith are three (3) Memoranda of Agreement that will govern the transfer of funds from the DOTr to the City Government of Bacoor. Under these Agreements, the City is required to establish three (3) separate trust accounts where the funds will be placed to be used for the respective purposes abovementioned.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will authorize the establishment of three (3) separate trust accounts. I certify to the urgency of its issuance as compliance to the above Memorandum of Agreements with the DOTr.

Respectfully yours,

Strike B. Revilla
STRIKE B. REVILLA
City Mayor



Address: Bacoor Government Center, Bacoor Blvd., Brgy. Bayaman, City of Bacoor, Cavite
Toll-free: 434-1111 Website: www.bacoor.gov.ph



Official Website



M. 112-21
1st 11.10.21

**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 Niog 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, Bacoor 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