



Republic of the Philippines  
Province of Cavite  
City of Bacoor



**5<sup>th</sup> SANGGUNIANG PANLUNGSOD**

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Finance, Budget And Appropriation		<b>PCR-196-2023– MEMORANDUM OF AGREEMENT (CR 2022-272) FOR THE TRANSFER OF FUNDS TO BACORR CITY FOR THE RELOCATION AND RESETTLEMENT OF PROJECT-AFFECTED INFORMAL SETTLER FAMILIES (ISFs).</b>	<b>PCR-196-2023</b>	
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- 107-S-2023**

Referred to this Committee on the 27<sup>th</sup> Regular Session of the 5<sup>th</sup> 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 5<sup>th</sup> 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) and other National Government agencies in connection with the "BUILD BUILD BUILD PROGRAM" of the National Government, particularly the **funding for social preparation, structural mapping and relocation of covered Informal Settlers Families in Bacoor City for Zapote V to Niog Segment (Relocation Activities) LRT Line 1 South (Cavite) Extension Project.**

The primary scope, consideration and condition under this proposed Memorandum of Agreement (CR 2022-272), the subject of this particular legislative action is quoted as follows

- \*1.1. The amount to be transferred under this MOA is up to **SIXTY MILLION PESOS (Php60,000,000.00) (Transfer Fund)**, in case of insufficiency, as



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may be sufficiently demonstrated by Bacoor City, any additional 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 **SIXTY MILLION PESOS (Php60,000,000.00)** and to authorize the City Mayor, Honorable Strike B. Revilla, to sign the Memorandum of Agreement (CR 2022-272) with the Department of Transportation, Light Rail Transit Authority, Department of Human Settlements and Urban Development and National Housing Authority.


**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

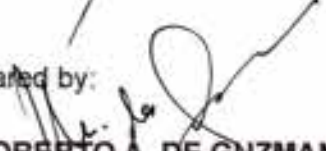
  
HON. COUN. ROGELIO M. NOLASCO  
Chairman

  
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



**5<sup>th</sup> SANGGUNIANG PANLUNGSOD**

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Finance, Budget and Appropriation		PCR-196-2023- <b>MEMORANDUM OF AGREEMENT (CR 2022-272) (FOR THE TRANSFER OF FUNDS TO BACOOOR CITY FOR THE RELOCATION AND RESETTLEMENT OF PROJECT-AFFECTED INFORMAL SETTLER FAMILIES). FOR THE RELOCATION OF PROJECT-AFFECTED INFORMAL SETTLER FAMILIES (ISFs).</b>	PCR-196-2023	
V E N U E	STRIKE MULTI-PURPOSE HALL 3 <sup>RD</sup> FLOOR CITY OF BACOOOR		D A T E / T I M E	January 23, 2023 10:30 A.M.

**EXCERPT FROM THE MINUTES OF 27<sup>TH</sup> REGULAR SESSION  
NO. FBA-108-S-2023**

Honorable Vice Mayor Rowena Bautista Mendiola, Presiding Officer of the 5<sup>th</sup> 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 26<sup>TH</sup> 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 27<sup>th</sup> Regular Session were suspended by Hon. Councilor Catherine S. Evaristo.

Upon reading and referral of Item No. F.1.3 - **PCR-196-2023- "MEMORANDUM OF AGREEMENT (CR 2022-272) FOR THE RELOCATION OF PROJECT-AFFECTED INFORMAL SETTLER FAMILIES (ISFs)."**, 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.



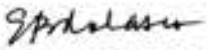
Republic of the Philippines  
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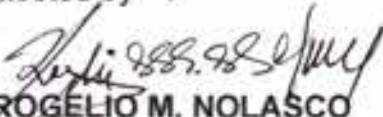
(ISFs) and Authorizing City Mayor Hon. Strike B. Revilla, to establish Trust Accounts in connection with the transfer of funds from the Department of Transportation (DOTr) to the City Government of Bacoor was **APPROVED** on the 27<sup>th</sup> Regular Session by the majority of the Honorable Members of the 5<sup>th</sup> 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 196-2023 - Memorandum of Agreement (CR 2022-272) for the relocation of Project-affected Informal Settler families (ISFs)**

CR 2022-272  
196-2023

**MEMORANDUM OF AGREEMENT  
FOR THE TRANSFER OF FUNDS TO BACoor 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 9<sup>th</sup> 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 BACoor**, 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**)<sup>1</sup>, 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"<sup>2</sup> under the Concession Agreement for the Project.
- J. In 2017, the LRTA completed its relocation site (**LRTA Relocation Site**)<sup>3</sup> 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

<sup>1</sup> 2016 MOA (Annex A).  
<sup>2</sup> See Section 1.4 of Annex A.  
<sup>3</sup> 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**)<sup>4</sup>.

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"**<sup>5</sup>, 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;

<sup>4</sup> Schedule of Relocation Activities (Annex C)

<sup>5</sup> 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.]*



### 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
<b>JAIME J. BAUTISTA</b>		
<b>HERNANDO T. CABRERA</b>		
<b>JOSE RIZALINO L. ACUZAR</b>		
<b>JOEBEN A. TAI</b>		
<b>HON. STRIKE REVILLA</b>		

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

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Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2023.