



Republic of the Philippines
Province of Cavite
City of Bacoor

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: ARIEL
DATE: 7/28/23 TIME: 3:00 P
BACOOR CITY, CAVITE

5th SANGGUNIANG PANLUNGSOD

Committee on Public Transportation and Traffic Management

COMMITTEE HEARING MINUTES

NO. PTTM-023-2023

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND DEPARTMENT OF TRANSPORTATION (DOTr) IN RELATION TO THE INSTALLATION OF BIKE LANES WITHIN THE CITY OF BACOOR (PCR 347-2023 dated July 26, 2023.)*

The 53rd Regular Session of the 5th Sangguniang Panlungsod was presided over by the Presiding Officer City Vice Mayor Hon. Rowena Bautista-Mendiola held on July 26, 2023 at 11:00am at the Sangguniang Panlungsod Session Hall, 6th Flr. City of Bacoor Legislative and Disaster Resilience Building, Bacoor Government Center. The Presiding Officer declared a quorum.

The Office of the City Administrator sent a letter addressed to Sangguniang Panlungsod thru SP Secretary, Atty. Khalid Atega. The subject of the letter is to request for authority to sign a Memorandum of Agreement on the Installation of Bike Lanes within the City of Bacoor.

The General Objective of the project is:

- increase the accessibility of key activity areas and fundamental facilities by paving the way for an additional mode of transportation - active transportation;
- provide a sustainable transportation option that is cohesive, direct, safe, comfortable and attractive;
- reduce carbon emission in the metropolitan areas through the increased use of non-motorized transportation;
- 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;
- improve multimodal transit to support first and last mile connectivity of public transportation;
- 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.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

The Committee on Public Transportation and Traffic Management Chairman, Hon. Roberto Advincula moved for the approval of the said resolution. The members unanimously seconded the motion.

Prepared By:



ARIANNE JANE C. BAUTISTA
Local Legislative Staff I

Attested By:



COUN. ROBERTO L. ADVINCULA
Chairman



Republic of the Philippines
Province of Cavite
City of Bacoor

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: ARIEL
DATE: 7/28/23 TIME: 3:00
BACOOR CITY, CAVITE

5th SANGGUNIANG PANLUNGSOD

Committee on Public Transportation and Traffic Management

COMMITTEE HEARING REPORT

NO. PTTM-023-2023

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND DEPARTMENT OF TRANSPORTATION (DOTr) IN RELATION TO THE INSTALLATION OF BIKE LANES WITHIN THE CITY OF BACOOR (PCR 347-2023 dated July 26, 2023.)*

The 53rd Regular Session of the 5th Sangguniang Panlungsod was presided over by the Presiding Officer City Vice Mayor Hon. Rowena Bautista-Mendiola held on July 26, 2023 at 11:00am at the Sangguniang Panlungsod Session Hall, 6th Flr. City of Bacoor Legislative and Disaster Resilience Building, Bacoor Government Center. The Presiding Officer declared a quorum.

FINDINGS:

The Department of Transportation (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.

Pursuant to the Joint Administrative Order No. 2020-001, 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."

RECOMMENDATION:

After a thorough review of all the matters brought before its attention, the Committee recommends that A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND DEPARTMENT OF TRANSPORTATION (DOTr) IN RELATION TO THE INSTALLATION OF BIKE LANES WITHIN THE CITY OF BACOOR be **APPROVED** by the Sangguniang Panlungsod.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

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

Signed this 28th day of July 2023 at the City of Bacoor, Cavite.

Committee on Public Transportation and Traffic Management

COUN. ROBERTO L. ADVINCULA
Chairman

COUN. ADRIELITO G. GAWARAN
Vice Chairman

COUN. REYNALDO FABIAN
Member

COUN. MICHAEL SOLIS
Member

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, Hrgy. 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 BACDOR**, a local government unit established and existing under the laws of the Republic of the Philippines, with principal address at Bacoor City Hall, Molino Blvd., Bacoor City, Cavite, herein represented by its **Mayor, Strike B. Revilla¹**, 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 *Official Gazette* for Sanggunian Panglungsod Resolution No. 2022-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; its 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 CGA 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 CGA (or *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 PDW 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 unexpended 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 unraised/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 (UPA), market research/quotations, among others, and duly approved by the CGBacorr.

Section 5.4 The CGBacorr 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 CGBacorr 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 CGBacorr 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 CGBacorr'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 CGBacorr, 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.

ACKNOWLEDGMENT

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

BEFORE ME, a notary public for and to 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.