



COMMITTEE ON PUBLIC TRANSPORTATION AND TRAFFIC MANAGEMENT

COMMITTEE ON FINANCE AND BUDGET APPROPRIATION

COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

JOINT COMMITTEE REPORT NO. PTTM 006 S-2025 (6th SP)-

Subject: RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND THE CITY GOVERNMENT OF BACOOR RELATIVE TO THE TRANSFER OF FUNDS FOR THE IMPLEMENTATION OF THE ACTIVE TRANSPORT PROGRAM. **PCR-255-2025** dated November 17, 2025

Referred to this Committee on the 20th Regular Session of 6th Sangguniangan Panlungsod the above-subject matter for appropriate action and recommendation.

INFORMATION:

In the letter dated November 4, 2025 addressed to Hon. Rowena Bautista-Mendiola, City Vice Mayor/Presiding Officer of Sangguniangan Panlungsod, Bacoor City, the Office of the City Mayor is requesting the approval of city resolution authorizing Hon. Strike B. Revilla, City Mayor, Bacoor City, to sign for and on behalf of City Government of Bacoor the Memorandum of Agreement with the Department of Transportation (DOTr) relative to the transfer of funds from the said national agency to the City Government of Bacoor for the implementation of the Active Transport Program.

The letter explained that under the said Active Transport Program, the funds to be transferred by the DOTr intends to finance the construction and enhancement of

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active transport facilities, including but not limited to pedestrian walkways, protected bike lanes, and other infrastructure improvements, which will contribute to the realization of the City's vision of becoming a sustainable, safe, and livable urban community for all Bacooreños.

The conditions in the implementation of the Project to be financed by the DOTR under the Active Transport Program is specifically provided in Section 3.3 of the pro-forma Memorandum of Agreement (MOA), and we quote:

"Upon signing and approval of this MOA, funds to be transferred to the CG Bacoor from the inception of the Project implementation until its completion shall be in accordance with the contract cost, but not to exceed the approved Project cost of the Project unless an inevitable and justified variation order equivalent to a maximum ten percent (10%) of the contract amount has been approved by the DOTR. The funds 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 Approved Budget of the Contract (ABC), the Program of Works (POW), Scope of Works (SOW), and projects implementation schedule."

As a general rule, the acceptance of the funds, a trust fund, from the DOTR is allowed under Republic Act No. 7160 otherwise known as "The Local Government Code of 1991" which provides however that Sections 309 and 310 are to be strictly observed, and we quote:

CHAPTER II Local and Other Special Funds

ARTICLE I Receipts, Safekeeping Article and Disposition of Local Funds

XXX

Section 309. Special Funds. - There shall be maintained in every provincial, city, or municipal treasury the following special funds:

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(b) Trust Funds shall consist of private and public monies which have officially come into the possession of the local government or of a local government official as trustee, agent or administrator, or which have been received as a guaranty for the fulfillment of some obligation. **A trust fund shall only be used for the specific purpose for which it was created or for which it came into the possession of the local government unit.**

Section 310. Separation of Books and Depository Accounts. - Local accountants and treasurers shall maintain separate books and depository accounts, respectively, for each fund in their custody or administration under such rules and regulations as the Commission on Audit may prescribe.

FINDINGS:

During the Joint Committee hearing held on November 28, 2025, the following issues were raised:

1. The amount of the funds to be transferred by the DOTR is not indicated in the draft of MOA.
2. The Office of City Legal Services questioned the condition provided in Section 3.3 of the MOA.
3. The Office of the City Administrator and the Office of the City Legal Services will work together and shall be responsible in the determination and clarification of the question in Section 3.3 of the MOA, including the final completion of the MOA on which to indicate the amount of the funds to be transferred by the DOTR.
4. The proposed city resolution will be approved considering that it only sought the authority of the City Mayor to sign the Memorandum of Agreement (MOA).

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RECOMMENDATION:

In view of the foregoing, the Honorable Members of the Joint Committee hereby recommend **TO APPROVE** the city resolution authorizing the City Mayor, Hon. Strike B. Revilla, to enter into and sign on behalf of the City Government of Bacoor the Memorandum of Agreement with the Department of Transportation (DOTr) relative to the transfer of funds by the DOTr to finance the Active Transport Program.

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

Signed this 1st day of December 2025 at the City of Bacoor, Cavite.

THE COMMITTEE ON PUBLIC TRANSPORTATION AND TRAFFIC MANAGEMENT

HON. ROGELIO M. NOLASCO
Chairman

HON. ADRIELITO G. GAWARAN
Vice Chairperson

HON. REYNALDO M. FABIAN
Member

HON. MANALO S. GALVEZ, JR.
Member

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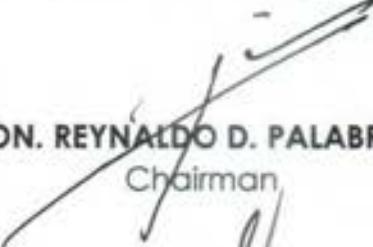
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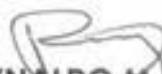
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HON. REYNALDO D. PALABRICA

Chairman


HON. LEVY M. TELA

Vice Chairman


HON. REYNALDO M. FABIAN

Member

THE COMMITTEE ON FINANCE AND BUDGET APPROPRIATION


HON. CATHERINE S. EVARISTO

Vice Chairperson


HON. RICARDO F. UGALDE

Member

Prepared by:


ROBERTO A. DE GUZMAN

Local Legislative Staff Assistant I

JOINT COMMITTEE REPORT PTTM- 006-S-2025 (6th SP)

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COMMITTEE ON PUBLIC TRANSPORTATION AND TRAFFIC MANAGEMENT

Office of the Sangguniang Panlungsod
Received by: *Leanne*
Date: *9.11.2025*

COMMITTEE ON FINANCE AND BUDGET APPROPRIATION

COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

Subject: RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND THE CITY GOVERNMENT OF BACOOR RELATIVE TO THE TRANSFER OF FUNDS FOR THE IMPLEMENTATION OF THE ACTIVE TRANSPORT PROGRAM. [PCR-255-2025](#) dated November 17, 2025

MINUTES OF JOINT COMMITTEE HEARING

NO. PTTM 006 S-2025 (6th SP)

(November 28, 2025)

Present:

THE COMMITTEE ON PUBLIC TRANSPORTATION AND TRAFFIC MANAGEMENT

HON. ROGELIO M. NOLASCO - Chairman
HON. ADRIELITO G. GAWARAN - Vice Chairperson
HON. MANALO S. GALVEZ, JR. - Member

THE COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

HON. REYNALDO D. PALABRICA - Chairman
HON. LEVY M. TELA - Vice Chairman
HON. REYNALDO M. FABIAN - Member

THE COMMITTEE ON FINANCE AND BUDGET APPROPRIATION

JOINT COMMITTEE REPORT PTTM- 006-S-2025 (6th SP)

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HON. CATHERINE S. EVARISTO - Vice Chairperson
HON. RICARDO F. UGALDE - Member
 In attendance:

Office of the City Legal Services
 City Finance Department (Treasury)
 City Budget Department

Hon. Rogelio M. Nolasco, Chairman of Committee on Public Transportation and Traffic Management (Lead Committee) called to order the joint committee hearing at 2:45 o'clock in the afternoon.

Hon. Rogelio M. Nolasco:

Acknowledged the presence of the honorable members of the joint committee, the representatives of the concerned departments, as resource person, and read the title of the proposed resolution.

Delivered his opening statement by quoting the important and specific provisions of Republic Act No. 7160 in relation to the transfer of funds from the Department of Transportation (DOTr) and its acceptance by the city government, the following:

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TER II
Local and Other Special Funds

ARTICLE I

Receipts, Safekeeping Article and Disposition of Local Funds

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Section 309. Special Funds. - There shall be maintained in every provincial, city, or municipal treasury the following special funds:

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Section 310. Separation of Books and Depository Accounts. - Local accountants and treasurers shall maintain separate books and depository accounts, respectively, for each fund in their custody or administration under such rules and regulations as the Commission on Audit may prescribe.

Hon. Rogelio M. Nolasco:

Asked the Honorable Member if they have opening statement.

Honorable Members of the Joint Committee:

Replied in negative.

Hon. Rogelio M. Nolasco:

Requested Atty. Mendoza to discuss the issues concerning the draft of MOA.

Atty. Marco Mendoza (Office of the City Legal Services):

Invited the attention of the Joint Committee on the issues:

1. The amount of funds to be transferred is not indicated in the MOA.
2. The conditions in Section 3.3 of the MOA was read as follows:

"Upon signing and approval of this MOA, funds to be transferred to the CG Bacoor from the inception of the Project implementation until its

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completion shall be in accordance with the contract cost, but not to exceed the approved Project cost of the Project unless an inevitable and justified variation order equivalent to a maximum ten percent (10%) of the contract amount has been approved by the DOTR. The funds 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 Approved Budget of the Contract (ABC), the Program of Works (POW), Scope of Works (SOW), and projects implementation schedule."

Manifested to resolve the critical issues:

- Instead of capping the variation order, and if possible, a Joint Certification be executed between the DOTR and the city government concerning the increase beyond the 10% of project cost due to inflationary requirement (increase in the cost of material during the on-going construction, force majeure, and unforeseen technical requirement or occurrence of cost escalation).
- The request as to the supplemental budget, the city government is protecting funding for being under funded.

Hon. Rogelio Nolasco:

Directed the suggestion of the OCLS to Office of the City Administrator:

Atty. Carlo: (Office of the City Administrator):

Manifested that the City Administrator is willing cooperate with OCLS in relation to the issues just have raised.

Ms. Elvinia Guerrero (City Budget Department):

Manifested her conformity with the citation of the Chairman pertaining to separate books of account and depository account of the trust fund.

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City Finance Department (Treasury):

Reiterated the manifestation of Ms. Elvinia Guerrero.

Hon. Rogelio Nolasco:

Asked the Honorable Members for their comment, inquiry, or manifestation, if there is any.

Hon. Reynaldo Palabrica:

Manifested that the proposed resolution sought only the authority to sign the MOA, and it is the responsibility of the OCLS and Office of the City Administrator to see to mit that the contents of the MOA is complete and conforms with the terms and conditions favorable to the city government

Hon. Rogelio Nolasco:

Asked for any Motion.

Hon. Rodrigo Ugalde:

Moved for the approval of the proposed resolution.

Joint Committee Members:

Unanimously seconded and approved the motion of Hon. Ugalde.

Hon. Rogelio Nolasco:

Announced that the proposed resolution has been duly approved by the Joint Committee, and that the same will be submitted and recommended to the Sangguniang Panlungsod for its approval on the next regular session.

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Hon. Horacio Brillantes, Jr.:

Moved for the adjournment of the joint committee hearing.

Joint Committee Members:

Unanimously seconded the motion.

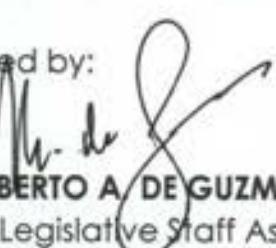
Hon. Rogelio Nolasco:

Announced the adjournment of the joint committee hearing.

Adjourned at 3:10 o'clock in the afternoon.

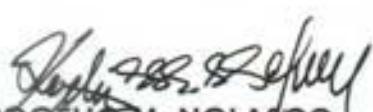
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Attested by:


ROBERTO A. DE GUZMAN

Local Legislative Staff Assistant I

APPROVED:


HON. ROGELIO M. NOLASCO
City Councilor/Committee Chairman

JOINT COMMITTEE REPORT PTIM- 006-S-2025 (6th SP)

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 &
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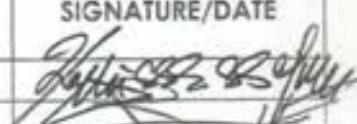
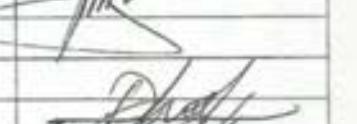
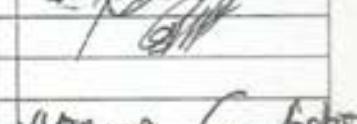
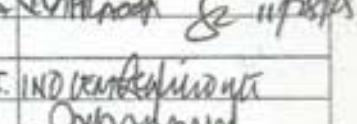
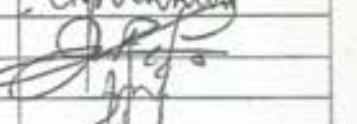
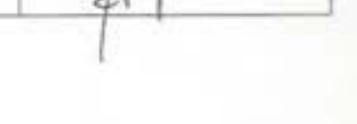
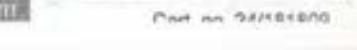
ATTENDANCE OF JOINT COMMITTEE HEARING
 (PROOF OF RECEIPT)

November 28, 2025 / 2:30 P.M.

SP Session Hall at 6th Floor, Bacoor Legislative and Disaster Resilience Building

Office of the Saugunang Panlibutan
 Received by _____
 Date _____
 Time _____
 4:30 PM

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND THE CITY GOVERNMENT OF BACOOR RELATIVE TO THE TRANSFER OF FUNDS FOR THE IMPLEMENTATION OF THE ACTIVE TRANSPORT PROGRAM. PCR/255-2025 dated November 17, 2025

NO.	NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
1	HON. ROGELIO M. NOLASCO	SP		
2	HON. REYNALDO D. PALABRICA	SP		
3	HON. RICARDO F. UGALDE	SP		
4	HON. RANDY C. FRANCISCO	LNB VICE PRESIDENT		
5	HON. LEVY M. TELA	SP		
6	HON. MIGUEL N. BAUTISTA	SP		
7	HON. ADRIELITO G. GAAWARAN	SP		
8	HON. MANOLO S. GALVEZ, JR.	SP		
9	HON. ROBERTO L. ADVINCULA	SP		
10	HON. REYNALDO M. FABIAN	SP		
11	HON. HORACIO M. BRILLANTES, JR.	SP		
12	HON. SIMPLICIO G. DOMINGUEZ	SP		
13	HON. PALM ANGEL S. BUNCIO	SK FEDERATION PRESIDENT		
14	MS. ELVINIA S. GUERRERO	BUDGET		
15	ATTY. MARVIE KATE T. ENCARNADO	ACCOUNTING		
16	ATTY. EDITH C. NAPALAN	TREASURY		
17	MS. ELVINIA S. GUERRERO	BUDGET		
18	Atty. John Carlo T. Pajay	CAD		
19	Atty. MARICEL MENDOZA	OCIC		
20				

ATTENDANCE OF JOINT COMMITTEE HEARING PTTM-006-S-2025

PCR 255-2025 - MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND CITY GOVERNMENT OF BACOOR.



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COMMITTEE ON PUBLIC TRANSPORTATION AND TRAFFIC MANAGEMENT,
COMMITTEE ON FINANCE AND BUDGET APPROPRIATIONS
&
COMMITTEE ON RULES, PRIVILEGES, LAWS AND ORDINANCES

NOTICE OF JOINT COMMITTEE HEARING
(PROOF OF RECEIPT)

Office of the Sangguniang Panlungsod
Received By _____
Date _____
Year _____
F. J. A. M.

November 28, 2025 / 2:30 P.M.

SP Session Hall at 6th Floor, Bacoor Legislative and Disaster Resilience Building

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND THE CITY GOVERNMENT OF BACOOR RELATIVE TO THE TRANSFER OF FUNDS FOR THE IMPLEMENTATION OF THE ACTIVE TRANSPORT PROGRAM. PCR 255-2025 dated November 17, 2025

NO.	NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
1	HON. CATHERINE S. EVARISTO	SP		11/25/25
2	HON. REYNALDO D. PALABRICA	SP		11/25/25
3	HON. RICARDO F. UGALDE	SP		11/25/25 11:00 AM
4	HON. LEVY M. TELA	SP		11/25/25 11:00 AM
5	HON. ADRIELITO G. GAWARAN	SP		11/25/25
6	HON. REYNALDO M. FABIAN	SP		11/25/25
7	HON. MANOLO S. GALVEZ, JR.	SP		11/25/25
8	MS. ELVINA S. GUERRERO	BUDGET		11/25/25
9	ATTY. MARVIE KATE T. ENCARNADO	ACCOUNTING		11/25/25 4:00 PM
10	ATTY. EDITH C. NAPALAN	TREASURY	2245	11/25/25

NOTICE OF JOINT COMMITTEE HEARING PTTM-006-5-2025
PCR 255-2025 – MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND CITY GOVERNMENT OF BACOOR.



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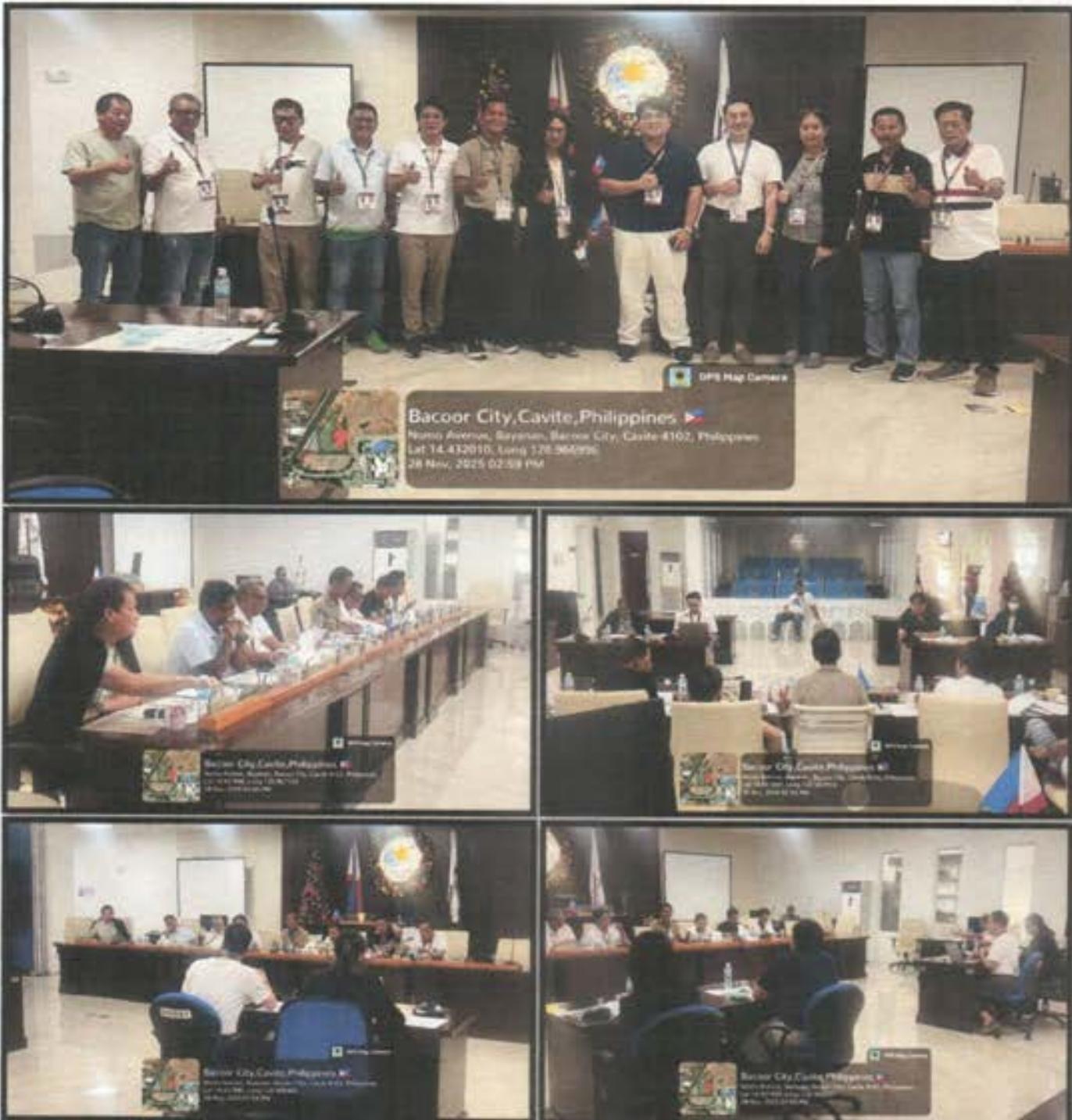
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PICTURES OF JOINT COMMITTEE HEARING
(PROOF OF RECEIPT)

November 28, 2025 / 2:30 P.M.

SP Session Hall at 6th Floor, Bacoor Legislative and Disaster Resilience Building

Office of the Sangguniangan Panlungsod
Received by: *[Signature]*
Date: *01 DEC 2025*
Time: *1:25 PM*



PICTURES OF JOINT COMMITTEE HEARING PTTM-006-S-2025
PCR 255-2025 – MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND CITY GOVERNMENT OF BACOOR.



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Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the City Mayor



04 November 2025

HON. ROWENA BAUTISTA-MENDIOLA
Chairperson
Sangguniang Panlungsod

THRU : ATTY. KHALID ATEGA JR.
Secretary
Sangguniang Panlungsod

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
BACOOR CITY, CAVITE
SHERILYN F. CARDENAS
ADMIN. ASSISTANT IV
TIME: 3:01 DATE: 11/4/25

SUBJECT : REQUEST FOR A RESOLUTION AUTHORIZING THE
CITY MAYOR TO SIGN THE MEMORANDUM OF
AGREEMENT BETWEEN THE DEPARTMENT OF
TRANSPORTATION (DOTr) AND THE CITY
GOVERNMENT OF BACOOR RELATIVE TO THE
TRANSFER OF FUNDS FOR THE IMPLEMENTATION
OF THE ACTIVE TRANSPORT PROGRAM

Dear VICE MAYOR ROWENA BAUTISTA-MENDIOLA and HONORABLE MEMBERS
OF THE SANGGUNIANG PANLUNGSOD,

Greetings!

This is to respectfully request the passage of a Resolution authorizing the undersigned, Hon. Strike B. Revilla, City Mayor of Bacoor, to sign, for and on behalf of the City Government of Bacoor, the Memorandum of Agreement (MOA) to be entered into with the Department of Transportation (DOTr) relative to the transfer of funds from the DOTr to the City Government of Bacoor for the implementation of the Active Transport Program.

The Active Transport Program is a national initiative of the Department of Transportation aimed at promoting safe, accessible, and sustainable means of transportation by developing and improving infrastructure that supports walking, cycling, and other forms of active mobility. This program is aligned with the City Government's



Strike
BACOOR

Page 1 of 2

Address: Bacoor Government Center, Bacoor Blvd.,
Bacoor, Cavite, City of Bacoor, Cavite





Republic of the Philippines
Province of Cavite

CITY OF BACOOR

Office of the City Mayor



continuing efforts to create a more people-centered, environmentally sustainable, and efficient urban transport system.

Through the proposed MOA, the DOTr shall provide financial assistance to the City Government of Bacoor for the construction and enhancement of active transport facilities, including but not limited to pedestrian walkways, protected bike lanes, and other necessary infrastructure improvements. The City Government, on its part, shall ensure the proper utilization and management of the said funds in accordance with the terms and conditions set forth in the agreement and in compliance with all applicable government accounting and auditing rules and regulations.

In view of the foregoing and in the interest of public service, the undersigned respectfully requests the Sangguniang Panlungsod to enact a Resolution authorizing the City Mayor to enter into and sign the aforementioned Memorandum of Agreement with the Department of Transportation.

The favorable consideration and approval of this august body on this request will greatly contribute to the realization of the City's vision of becoming a sustainable, safe, and livable urban community for all Bacooreños.

Thank you very much for your usual support and cooperation.

Very truly yours,


STRIKE B. REVILLA
 City Mayor



STRIKE
AS



MEMORANDUM OF AGREEMENT**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement ("MOA" or "Agreement") made and entered into this _____ day of _____ 2025 (the "Effective Date"), 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 **Acting Secretary, GIOVANNI Z. LOPEZ**, and hereinafter referred to as "DOTr;"

- and -

The **CITY GOVERNMENT OF BACOOR**, a local government unit established and existing under the laws of the Republic of the Philippines, with principal address at Bacoor Government Center, Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite, herein represented by its **City Mayor, STRIKE B. REVILLA**, pursuant to her authority conferred and embodied under City Resolution No. _____ approved by the City Council of Bacoor dated _____ and hereinafter referred to as "CG Bacoor;"

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. 10160 (RA 11938) vis-a-vis Republic Act No. 7160 (RA 7160) or the Local Government Code of the Philippines, the CG Bacoor is mandated to ensure the provision and maintenance of adequate transportation facilities to service the needs of its residents;

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";

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, under the Republic Act No. 11697, otherwise known as the "Electric Vehicle Industry Development Act" or the EVIDA and its Implementing Rules and Regulations (IRR), the DOTr is the primary agency tasked with the development of EV demand generation, mandate the inclusion of green routes and ensure that the CREVI shall form part of and be consistent with a comprehensive transportation plan established by the government.

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 No. 11975 or the General Appropriations Act (GAA) 2024, has a budgetary appropriation for the Active Transport Bike Share System and Safe Pathways Program in Metropolitan Areas amounting to One Billion Pesos (PhP 1,000,000,000.00) for the active transport program in metropolitan areas, highly-urbanized cities, and independent component cities shall be used to construct, maintain, and improve protected bike lanes and pedestrian walkways, procure bike racks, construct and improve end-of-trip cycling and other support facilities, and upgrade existing pop-up bike lanes to permanent bike lanes in accordance with DOTr D.O. No. 2020-014, DPWH RO XI D.O. No. 263, s. 2022, and other applicable guidelines promoting and prioritizing active transportation. This shall include the planting of urban shade trees consistent with environmental laws;

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, in line with the implementation of the cash-based budgeting system adopted by the national government, it is emphasized that funds allocated under the General Appropriations Act (GAA) for Fiscal Year 2024 may only be obligated and disbursed within a period of two (2) years, or until December 31, 2025, pursuant to applicable budgetary rules and regulations;

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;

WHEREAS, the Parties acknowledge that each shall secure, prior to the execution of this Memorandum of Agreement, all necessary internal approvals and/or authorities required under their respective rules and regulations;

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 CG Bacoor amounting to [amount in words] ([amount in figures]) sourced from the budget allocation under the General Appropriations Act (GAA) of 2024 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 CG Bacoor (*herein referred to as the "Project"*):

A. Establishment of Active Transport Infrastructure in Bacoor, Cavite

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 CG Bacoor to oversee and ensure the successful implementation of the Project. The representatives of CG Bacoor 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.

The parties agree that DOTr, through its Head of the Procuring Entity (HoPE), shall designate at least one (1) TWG representative to the BAC of CG Bacoor. The TWG representative shall be responsible for ensuring that the requirements of CG Bacoor are properly reflected in the Bidding Documents and shall actively participate in all the procurement activities to safeguard the interest of the DOTr.

Section 3.2 All activities pertaining to the procurement, construction, and installation of the Project in the City of Bacoor will be implemented by the CG Bacoor, 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 CG Bacoor from the inception of the Project implementation until its completion shall be in accordance with the approved contract cost, but not to exceed the approved Project cost of the Project unless an inevitable and justified variation order equivalent to a maximum of ten percent (10%) of the contract amount has been approved by the DOTr. The funds 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 Approved Budget of the Contract (ABC), the Program of Works (POW), Scope of Works (SOW), and project implementation schedule.

Section 3.4 The POW, SOW, 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 CG Bacoor and noted by the DOTr.

Section 3.5 Upon transfer of funds to the CG Bacoor, 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 CG Bacoor and noted by DOTr.

Section 3.6 The TWG shall conduct pre-, during, and post-implementation inspections at the proposed locations of the Project.

Section 3.7 Any necessary changes in the approved procurement documents, proposed Variation/Suspension orders shall be thoroughly reviewed by the TWG, and duly approved by the CG Bacoor and noted by DOTr. The TWG shall also recommend to the Head of the Procuring Entity (HoPE) for the Contractor to undertake repair of the defects/deficiencies noted, if any.

Section 3.8 In compliance with Republic Act No. 12009, its Implementing Rules and Regulations (IRR), and other relevant issuances, upon completion of the listed works, CG Bacoor 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, CG Bacoor 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 acknowledged by the DOTr.

Section 3.9 Upon completion, turnover and acceptance of the Project, all works procured/used for the Project shall remain with and be owned by the CG Bacoor. It shall maintain the Construction-in-Progress (CIP) Account in its book of account during the implementation, and Asset Account upon completion of the Project. Further, the CG Bacoor shall perform *due diligence of a good father of a good family* in the implementation, maintenance, and improvement of the Project to attain and maximize its intended use and serviceable life.

ARTICLE IV RESPONSIBILITIES OF THE DOTr

Section 4.1 DOTr, in consultation with CGBacoor, shall identify the prescribed locations and designs for the Project, 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 SOW/TS.

Section 4.2 DOTr, in coordination with CG Bacoor 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 **[amount in words]** **[amount in figures]** directly to the CG Bacoor.

Tranches	%	Conditions for Release of Funds
1 st Tranche	70% of the total amount or PhP #####	70% for the 1 st progress billing shall be released upon the effectivity of the MOA, receipt of written request from CG Bacoor, and all other fund transfer requirements required by the DOTr
2 nd Tranche	30% of the total amount or PhP ####	30% for the 2 nd progress billing shall be released upon submission of a complete liquidation report of at least

	75% of the 1 st Tranche, and submission of a complete physical accomplishment report of at least 50%
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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, COA Circular No. 2016-002, 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. Deposit the amount to CG Bacoor's trust account solely made for this program in its authorized government depository bank;
- C. Issue a check in the name of the CG Bacoor;
- D. Maintain a subsidiary ledger of the cash transferred to CG Bacoor pertaining to the project;
- E. Require the CG Bacoor to submit the liquidation reports to the DOTr;
- F. Draw a Journal Entry Voucher (JEV) to take up the reports submitted by the CG Bacoor; and
- G. Issue the official receipt for the unexpended balance remitted by the CG Bacoor.

ARTICLE V RESPONSIBILITIES OF THE CG BACOOR

Section 5.1 CG Bacoor 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 CG Bacoor 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 DPWH RO XI 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. Open a trust account solely made for this project in its authorized government depository bank, and maintain separate and distinct books of account for the project;

- C. Keep or maintain separate subsidiary records for the trust liability or for each account whether a separate bank account is opened;
- D. Within ten (10) working days after the end of each month, the CG Bacoor 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 CG Bacoor;
- E. Return to the DOTr any unused/unexpected balance upon project completion, proper accounting and reconciliation, including any or all interests gained within thirty (30) calendar days after the project completion or within fifteen (15) calendar days after project turnover and acceptance date, whichever comes earlier.
- F. Turn over to DOTr copies of the separate/distinct books of account upon completion of the project; and
- G. 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 CG Bacoor, the CG Bacoor shall prepare all pertinent financial procurement documents such as the Approved Budget for the Contract (ABC), detailed estimates, market research/quotations, among others, and duly approved by CG Bacoor and acknowledged by DOTr.

Section 5.4 The CG Bacoor shall undertake the necessary procurement of Contractors for the listed works, in accordance with the approved procurement documents, RA 12009, its Implementing Rules and Regulations (IRR), 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 CG Bacoor 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 CG Bacoor 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.

Section 5.7 The CG Bacoor shall assist in the facilitation of issuances of all necessary permits for the Project.

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 CG Bacoor'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 CONFIDENTIALITY

The Parties mutually agree that it will hold any confidential information in strict confidence including personal information pursuant to Republic Act. No. 10173, otherwise known as the Data Privacy Act of 2012. Under the terms of confidentiality, the Parties agree that any such information will be treated with the utmost confidentiality, and that the Parties and their employees/representatives will use reasonable efforts to protect such information in their possession against any accidental or unlawful destruction, alteration, and disclosure, as well as against any accidental or unlawful processing. The Parties agree that such information shall not be disclosed to third parties without the prior consent of the other Party, and that each Party will exercise the same degree of care as it applies to protect its own confidential information of similar nature that it does not desire to publish, disclose, or disseminate. This obligation shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this agreement.

In accordance with the Data Privacy Act of 2012, Parties shall ensure that appropriate organizational, physical, and technical measures are in place to maintain confidentiality, integrity, and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

ARTICLE VIII 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 IX EFFECTIVITY AND DURATION

This Agreement shall become effective upon signing by the duly authorized representatives of the DOTr and the CG Bacoor, subject to the approval of the proper authorities, 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.

This Agreement 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.

ARTICLE X

COUNTERPARTS

This MOA may be executed in one or more counterparts and, if executed in more than one or more counterpart, the executed counterparts shall each be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

ARTICLE XI AMENDMENTS

This Agreement may be amended, partially or wholly, by mutual agreement of the parties done in writing. Such amendment or revision shall form part of the Agreement.

ARTICLE XII MUTUAL COOPERATION

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

ARTICLE XIII DISPUTE RESOLUTION

The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means such as but not limited to mutual consultation and negotiation.

However, in the event that the Parties fail to settle the dispute amicably, and before any Party may proceed to litigate in court, the Parties shall refer to matter under Section 4 of Presidential Decree No. 242, series of 1973.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on
2025 at _____.

DEPARTMENT OF TRANSPORTATION

ATTY. GIOVANNI Z. LOPEZ
Acting Secretary, DOTr

Signed in the presence of

ATTY. MARK STEVEN C. PASTOR
Undersecretary for Road Transport and Infrastructure, DOTr

LOIDA J. MARZO
Acting Chief Accountant, DOTr

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on
2025 at _____

CITY GOVERNMENT OF BACOOR

STRIKE B. REVILLA

Mayor

Signed in the presence of

[NAME OF WITNESS]

[Designation of Witness], City Government of Bacoor

[NAME OF WITNESS]

[Head Position], [Finance Office], City Government of Bacoor

ACKNOWLEDGMENT

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

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

Name	Government Issued	Date/Place Issued
	ID	

1. GIOVANNI Z. LOPEZ
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 nine (9) 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 _____ 2025 at _____.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2025.