



**COMMITTEE ON HOUSING, LAND UTILIZATION  
AND URBAN DEVELOPMENT**

**COMMITTEE REPORT**  
NO. HLUUD 109 S-2025

Office of the Sangguniang Panlungsod  
Received by: Janet P. Pineda  
Date: 05/05/2025  
Time: 10:00am

Subject: ***A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT AMONG THE DEPARTMENT OF TRANSPORTATION, LIGHT RAIL TRANSIT AUTHORITY (LRTA), CITY GOVERNMENT OF GENERAL TRIAS AND THE CITY GOVERNMENT OF BACOOR REGARDING THE RELOCATION SITE IN THE CITY OF GENERAL TRIAS. (PCR 815-2025 dated 28 April 2025)***

The proposed resolution, as stated subject title above, was discussed during the 139<sup>th</sup> Regular Session on 05 May 2025. It was initially referred to the Committee on Housing, Land Utilization, and Urban Development, chaired by Hon. Alde Joselito F. Pagulayan, during the 138<sup>th</sup> Regular Session on 28 April 2025.

Department of Transportation (DOTr), Light Rail Transit Authority (LRTA), City Government of General Trias, and the City Government of Bacoor, entitled "Multilateral Agreement for the Transfer of Funds to Local Government Unit (LGU) Bacoor for the Provision and Delivery of Social Services to the Informal Settler Families (ISFs) Relocated from the City of Bacoor to the LRTA Relocation Site in the City of General Trias."

The MOA governs the grant, release, transfer, and utilization of funds from the DOTr to the City Government of Bacoor. The funds shall be used exclusively for the provision of social services to the ISFs from the City of Bacoor, Province of Cavite, who have been resettled at the LRTA Relocation Site in Barangay Santiago, City of General Trias, Province of Cavite, including but not limited to educational assistance, economic and livelihood assistance, health services, peace and order support, waste management and sanitation, and administrative assistance.

**FINDINGS:**

The DOTr is mandated by Executive Order (E.O.) No. 125 S 1987 to coordinate and implement transportation infrastructure projects, and the LRTA, per E.O. No. 603 S 1960 is responsible for constructing and managing LRT systems, and the cities of Bacoor and General Trias are empowered by their respective city charters (Republic Act (R.A.) No. 10160 and R.A. No. 10675) to enter into agreements promoting the welfare of their constituents.





The main purpose of the MOA is to facilitate financial support from DOTr to Bacoor for a three-year plan to deliver basic social services (education, healthcare, peace and order, livelihood, etc.) to displaced ISFs now residing in General Trias.

The LRTA Relocation Site was completed in 2017 in Barangay Santiago, General Trias. ISFs were relocated as part of the Right-of-Way and Site Acquisition (ROWSA) for the LRT Line 1 South Extension Project.

The City Mayor of General Trias raised concerns in a 19 September 2024 letter regarding the challenge of servicing ISFs not yet reflected in local population data, prompting the request for financial and logistical support. Despite responsibility for the social welfare of its relocated constituents, Bacoor lacks the financial capacity to deliver the necessary services.

Under Article 61(a) of the Internal Rules and Regulations (IRR) of the Local Government Code, are allowed LGUs to extend grants or subsidies to other LGUs with Sangguniang Panlungsod approval, under agreed terms and surplus fund conditions.

In a meeting dated 27 February 2025, LGU-Bacoor confirmed its responsibility for the provision of social services to the ISFs, contingent on the funding support from DOTr.

#### RECOMMENDATION:

Upon careful evaluation, the Committee recommends the **APPROVAL** of the proposed resolution authorizing the City Mayor to sign the Memorandum of Agreement with the Department of Transportation, the Light Rail Transit Authority, and the City Government of General Trias.

This agreement is essential to fulfill the City Government of Bacoor's obligation to its displaced residents and to promote their smooth integration into their new community while ensuring delivery of essential social services.

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

Signed this 05<sup>th</sup> day of May 2025 at the City of Bacoor, Cavite.

#### COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

  
**COUN. ALDE JOSELITO F. PAGULAYAN**  
Chairman







Republic of the Philippines  
Province of Cavite  
**CITY OF BACOR**  
OFFICE OF THE SANGGUNIANG PANLUNGSOD



CGBR-SPBac-F01.02  
01/20/2025



  
\_\_\_\_\_  
**COUN. ADRIANTO G. GAWARAN**  
Vice Chairman

  
\_\_\_\_\_  
**COUN. SIMPLICIO G. DOMINGUEZ**  
Member

  
\_\_\_\_\_  
**COUN. ALEJANDRO F. GUTIERREZ**  
Member





COMMITTEE ON HOUSING, LAND UTILIZATION  
AND URBAN DEVELOPMENT

Office of the Sangguniang Panlungsod  
Received by: Janet Pring  
Date: 21 MAY 2025  
Time: 10:50 am

EXCERPT FROM THE MINUTES OF THE 139<sup>TH</sup> REGULAR SESSION  
NO. HLUUD 109 S-2025

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT AMONG THE DEPARTMENT OF TRANSPORTATION, LIGHT RAIL TRANSIT AUTHORITY (LRTA), CITY GOVERNMENT OF GENERAL TRIAS AND THE CITY GOVERNMENT OF BACOOR REGARDING THE RELOCATION SITE IN THE CITY OF GENERAL TRIAS. (PCR 815-2025 dated 28 April 2025)*

The Presiding Officer, Hon. Rowena Bautista-Mendiola presided over the 139<sup>th</sup> Regular Session of the 5<sup>th</sup> Sangguniang Panlungsod on 05 May 2025. During the session, Hon. Alde Joselito F. Pagulayan subsequently proposed the approval of the said resolution, as stated subject title above. The agreement is essential to fulfill the City Government of Bacoor's obligation to its displaced residents and to promote their smooth integration into their new community while ensuring delivery of essential social services.

The members of the Committee on Housing, Land Utilization, and Urban Development present unanimously seconded the motion, and the Chair declared it APPROVED.

Prepared By:

**PETER ADRIAN F. BORJA**  
Local Legislative Staff I

Attested By:

**COUN. ALDE JOSELITO F. PAGULAYAN**  
Chairman  
Committee on Housing, Land  
Utilization and Urban Development







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



22 April 2025

**HON. ROWENA BAUTISTA-MENDIOLA**

Vice Mayor, City of Bacoor  
6<sup>th</sup> Floor, New Bacoor Legislative Building  
Bacoor City, Province of Cavite

OFFICE OF THE  
SANGGUNIAN PANLUNGSOD  
RECEIVED  
BY RUTH  
DATE 4/23/25 TIME 1:45  
BACOOR CITY, CAVITE

**THRU:** **Atty. KHALID A. ATEGA JR.**  
Sanggunian Panlungsod Secretary  
Sangguniang Panlungsod

**SUBJECT: REQUEST FOR A CITY RESOLUTION AUTHORIZING THE CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT AMONG THE DEPARTMENT OF TRANSPORTATION, LIGHT RAIL TRANSIT AUTHORITY, THE CITY GOVERNMENT OF BACOOR AND THE CITY OF GENERAL TRIAS**

Dear Hon. Bautista-Mendiola,

*Greetings in the name of public service!*

We are respectfully endorsing to your good office a copy of the proposed **MEMORANDUM OF AGREEMENT (MOA)** draft among the Department of Transportation, Light Rail Transit Authority, City Government of Bacoor, and the City Government of General Trias, entitled "*Multilateral Agreement for the Transfer of Funds to LGU-Bacoor for the Provision and Delivery of Social Services to the Informal Settler Families (ISFs) Relocated from the City of Bacoor to the LRTA Relocation Site in the City of General Trias.*"

This MOA governs the grant, release, transfer, and utilization of funds from the Department of Transportation to the City Government of Bacoor. The funds shall be used exclusively for the provision of social services to the informal settler families (ISFs) from the City of Bacoor, Province of Cavite, who have been resettled at the LRTA Relocation Site in Barangay Santiago, City of General Trias, Province of Cavite, including but not limited to educational assistance, economic and livelihood assistance, health services, peace and order support, waste management and sanitation, and administrative assistance.

In consideration of the foregoing, I respectfully request the esteemed members of the Sangguniang Panlungsod to enact a resolution authorizing the undersigned to enter into and sign the aforementioned Memorandum of Agreement.

Thank you very much.

Respectfully yours,

**STRIKE B. REVILLA**  
City Mayor



Address: Ramon Government Center, Ramon Blvd.,  
Brgy. Bayanan, City of Bacoor, Cavite  
Trunkline: 434-1111  
Website: [www.bacoor.gov.ph](http://www.bacoor.gov.ph)



Cert. no. 24/181809

## MEMORANDUM OF AGREEMENT

**(MULTILATERAL AGREEMENT FOR THE TRANSFER OF FUNDS TO LGU-BACOR FOR THE PROVISION AND DELIVERY OF SOCIAL SERVICES TO THE INFORMAL SETTLER FAMILIES (ISFS) RELOCATED FROM THE CITY OF BACOR TO THE LRTA RELOCATION SITE IN THE CITY OF GENERAL TRIAS)**

### LRT Line-1 South (Cavite) Extension Project

This Multilateral **Memorandum of Agreement (the "MOA")** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025 (the "Effective Date") in \_\_\_\_\_, by and among:

The **DEPARTMENT OF TRANSPORTATION**, a government agency duly created and existing under and by virtue of laws of the Republic of the Philippines, with principal office at The Columbia Tower, Barangay Wack-Wack, Ortigas Avenue, Mandaluyong City, and represented herein by its **Secretary, Hon. VIVNECIO B. DIZON** and hereinafter referred to as "**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 the end LRTA Line 2 Depot, Santolan, Pasig City, represented herein by its **Administrator, Atty. HERNANDO T. CABRERA**, and hereinafter referred to as "**LRTA**"

and

The **CITY GOVERNMENT OF BACOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacor Government Center, Bacor Boulevard, Barangay Bayanan, Bacor City, Province of Cavite, represented herein by its **City Mayor, Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. \_\_\_\_\_ Series of \_\_\_\_\_, approved by the City Council of Bacor dated \_\_\_\_\_, and hereinafter referred to as "**LGU-Bacor**"

and

The **CITY GOVERNMENT OF GENERAL TRIAS**, a local government unit duly organized and existing under the laws of the Republic of the Philippines with its principal office address at General Trias City Hall, Poblacion, General Trias, Province of Cavite, represented herein by its **City Mayor, Hon. LUIS A. FERRER IV**, pursuant to his authority conferred and embodied in City Resolution No. \_\_\_\_\_ Series of \_\_\_\_\_, approved by the City Council of General Trias dated \_\_\_\_\_, and hereinafter referred to as "**LGU-General Trias**";

**DOTr, LRTA, LGU-BACOR, and LGU-GENERAL TRIAS** are referred into this Multilateral MOA individually as "**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 12 July 1980, as amended, created the LRTA to be primarily responsible for the construction, operation, maintenance, and/or lease of the Light Rail Transit (LRT) systems in the Philippines.
- C. Republic Act No. 10160 of 25 July 2011 established the City of Bacoor as a component city of the province of Cavite with powers necessary, appropriate, or identical for its efficient and effective governance and those that are essential to the promotion and improvement of the general welfare of the people ("Sending LGU")
- D. Republic Act No. 10675 of 19 August 2015 established the City of General Trias as a component city of the province of Cavite with powers necessary, appropriate, or identical for its efficient and effective governance and those that are essential to the promotion and improvement of the general welfare of the people ("Receiving LGU")
- E. In 2017, the LRTA completed the **LRTA Relocation Site<sup>1</sup>**, a designated relocation and resettlement area situated in **Barangay Santiago, City of General Trias, Province of Cavite**.
- F. As part of the **Right-of-Way and Site Acquisition (ROWSA) Activities, Informal Settler Families ("ISFs")** affected by the LRT Line 1 South (Cavite) Extension Project ("**Project**") were relocated and resettled at the LRTA Relocation Site.
- G. **LGU-GENERAL TRIAS** acknowledges and agrees to accommodate the relocation of **ISFs from LGU-BACoor to the LRTA Relocation Site in Barangay Santiago, City of General Trias**, which falls within the territorial jurisdiction of the Receiving Party.
- H. In a **letter dated 19 September 2024<sup>2</sup>** addressed to DOTr, Mayor Ferrer IV of LGU-General Trias raised concerns about the difficulty of providing **social services** to ISF-Relocates from LGU-BACoor, as they were not yet included in the official population records at the time of relocation. He requested **financial assistance** to support a **three (3)-year plan** to address their needs and ensure smooth integration into the community.
- I. Article 61 (a) of the Rules and Regulations Implementing the Local Government Code of 1991 provides that provinces, cities, and municipalities may extend loans, grants, or subsidies to other local government units (LGUs), subject to the approval of the majority of all members of the concerned Sanggunian and provided that the amount does not exceed their surplus funds, under terms and conditions mutually agreed upon by the parties.
- J. LGU-BACoor recognizes that for the ISF Relocates to lead a humane and dignified life at the LRTA Relocation Site, they must have access to essential services, including but not limited to education, healthcare, permanent utility services, transportation, peace and order, and livelihood programs;
- K. LGU-BACoor shall extend assistance to LGU-GENERAL TRIAS for the implementation of a comprehensive **three (3)-year plan** designed to address the needs of the **ISF Relocates** and facilitate their integration into the community, including but not limited to the provision of essential services, education, healthcare, permanent utility services, transportation, livelihood programs and peace and order initiatives;

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<sup>1</sup> LRTA Relocation Site Vicinity Map

<sup>2</sup> Letter from Mayor Luis A. Ferrer IV dated 19 September 2024

- L. Pursuant to the interagency meeting between LGU-BACOR and LRTA on 27 February 2025, LGU-BACOR shall be responsible for the provision of social services to its displaced constituents at the LRTA Relocation Site in Barangay Santiago, City of General Trias, Province of Cavite, but lacks the necessary funds to implement these services
- M. LGU-BACOR lacks the financial capacity to ensure the effective delivery of social services to the ISFs relocated from the City of Bacor to the LRTA Relocation Site in Barangay Santiago, City of General Trias, Province of Cavite.

Accordingly, Parties hereby agree as follows:

## 1. SCOPE OF THE AGREEMENT

- 1.1. This **Multilateral MOA** shall govern the **grant, release, transfer, and utilization of funds** from **DOTr to LGU-BACOR**. The funds shall be used exclusively for the provision of social services to **ISF Relocates** from the **City of Bacor, Cavite**, who have been resettled at the **LRTA Relocation Site in Barangay Santiago, City of General Trias, Province of Cavite**.
- 1.2. The DOTr shall grant, release, and transfer the funds to **LGU-BACOR** the amount of \_\_\_\_\_ which shall be utilized for the provision of **social services** to **ISF Relocates** from the **City of Bacor, Cavite**, including but not limited to:
- 1.2.1. Educational Assistance:
- 1.2.1.1. Daycare services;
  - 1.2.1.2. Basic education;
- 1.2.2. Economic and Livelihood Assistance:
- 1.2.2.1. Livelihood and skills training program;
- 1.2.3. Health Services;
- 1.2.3.1. Basic health care and medical consultation;
  - 1.2.3.2. Maternal and child healthcare programs;
  - 1.2.3.3. Burial Assistance;
- 1.2.4. Peace and Order Support:
- 1.2.4.1. Provision of civilian security;
- 1.2.5. Waste Management and Sanitation:
- 1.2.5.1. Regular garbage collection;
  - 1.2.5.2. Coordination with waste disposal facilities;
  - 1.2.5.3. Implementation of waste segregation programs;
- 1.2.6. Administrative:
- 1.2.6.1. Personnel Services Expenses;
  - 1.2.6.2. Maintenance and other operating expenses;

## 2. RESPONSIBILITIES OF THE PARTIES

DOTr, LRTA, LGU-BACOR, and LGU-GENERAL TRIAS are bound by the obligations and responsibilities created by this MOA.

### 2.1. DOTr shall:



- 2.1.1. Allocate available funds to LGU-BACCOOR to finance social services for the ISFs relocated from the City of Bacoor, Cavite to the LRTA Relocation Site in Barangay Santiago, City of General Trias, Province of Cavite;

Further, the DOTr shall provide the necessary funds (subject to a separate MOA) for the construction of additional facilities in the City of General Trias, specifically within the relocation site, for the benefit of ISF relocatees.

- 2.1.2. Issue the Letter Advice and Allotment Release (LAAR) for the Project, and cause the transfer of the subject funds to LGU-BACCOOR'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, utilization, and liquidation, including the documentation of such fund transfer in accordance with the rules and regulations embodied under Commission on Audit (COA) Circular No. 94-013 dated 13 December 1994 and Item 3.0 of COA Circular No. 2023-004 dated 14 June 2023;
- 2.1.4. Provide a copy of the flowchart of the disbursement procedure to LGU-BACCOOR;
- 2.1.5. Exercise auditorial powers over the expenditures of LGU-BACCOOR in the performance of its tasks;
- 2.1.6. Approve the Disbursement Plan and Program of Works prepared by LGU-Bacoor and LGU- General Trias strictly pursuant to applicable laws and accounting and auditing rules;

**2.1.7. Together with LRTA shall:**

- 2.1.7.1. Conduct a joint review and approval of the Program of Works prepared by LGU-BACCOOR and LGU- General Trias;
  - 2.1.7.2. Conduct a periodic monitoring and evaluation of the implementation of social services to ISFs relocated from Bacoor to the LRTA Relocation Site in General Trias;
  - 2.1.7.3. LRTA shall oversee the procurement of contractors, supervise the construction, and implement the additional facilities at the relocation site in the City of General Trias (also subject to a separate MOA);
  - 2.1.7.4. Coordinate with LGU-BACCOOR and LGU-GENERAL TRIAS for financial and progress reports of the social services provided by LGU-BACCOOR, detailing the disbursement of funds, status of social services, and any issues encountered;
  - 2.1.7.5. Participate in regular site inspections and assessments to validate the status of relocated ISFs and the actual delivery of social services;
  - 2.1.7.6. Convene a Mid-Term Review Meeting together with LGU-BACCOOR and LGU-GENERAL TRIAS, one and a half (1.5) years after the execution of this MOA to assess implementation and progress;
- 2.1.8. Designate the Undersecretary for Railways or any authorized representative to monitor the implementation of this MOA, including expenditures attendant thereto; and

- 2.1.9. Extend full cooperation and assistance to LGU-BACCOOR in the performance of its responsibilities under this MOA;

**2.2. LGU-BACCOOR shall:**

- 2.2.1. Prepare and submit the following within thirty (30) days from the execution of this MOA, subject to DOTr's approval:
- 2.2.1.1. Program of Works, with expected dates/schedules of Project Implementation and Completion; and
  - 2.2.1.2. Disbursement Plan indicating the schedule of necessary fund utilization and disbursement in compliance with applicable laws, rules and regulations;
- 2.2.2. Accept the funds transferred by DOTr and place the same in a designated bank account made for the sole purpose of using them for the purpose identified under this MOA;
- 2.2.3. Acknowledge the receipt of the funds transferred by DOTr in accordance with the approved disbursement plan for the provision and delivery of social services to ISFs relocated from the City of BACCOOR to LRTA Relocation Site in the City of General Trias;
- 2.2.4. Utilize the funds transferred by DOTr strictly in accordance with the agreement, submitted Program of Works, and Disbursement Plan of LGU-BACCOOR as approved by DOTr and subject to applicable laws, rules, and regulations;
- 2.2.5. Provide the DOTr, LRTA, and LGU-GENERAL TRIAS a copy of an official master list of covered ISFs relocated from BACCOOR to the LRTA Relocation Site in General Trias;
- 2.2.6. Submit to DOTr monthly written updates on the progress of the provision and delivery of social services ten (10) days after the end of each month;
- 2.2.7. Submit to DOTr a Final Three (3)-Year Report detailing the impact of the program and fund utilization.
- 2.2.8. Comply with the rules and regulations embodied in COA Circular No. 94-013 dated 13 December 1994 and Item 3.0 of COA Circular No. 2023-004 dated 14 June 2023 for the receipt, utilization, documentation, disbursement, and liquidation of funds transferred by DOTr;
- 2.2.9. Pursuant to Item 3.0. COA Circular No. 2023-004 (Liquidation of Fund Transferred), submit to DOTr the following:
- 2.2.9.1. An original copy of the Official Receipt (OR) acknowledging receipt of the fund transfer;
  - 2.2.9.2. Copy of the O.R. issued for the refund to DOTr of unexpended/unutilized balance of funds transferred, including any interest thereof;



2.2.9.3. Other liquidation documents, as may be required by pertinent COA rules and regulations; and

2.2.10. Pursuant to applicable COA rules and regulations:

2.2.10.1. Establish a separate account where the DOTr shall transfer the funds pursuant to Section 4 of this MOA;

2.2.10.2. Establish and maintain a separate subsidiary record for all disbursements from DOTr under this MOA and related MOAs; and

2.2.10.3. Submit to DOTr a monthly Report of Checks Issued (RCI) and a Report of Disbursements ("RD") with copies of all supporting vouchers and/or documents and with proof of receipt of their reports by the COA Auditor evidencing the utilization of funds within ten (10) days after the end of each month;

2.2.11. Notify DOTr of the need to replenish the funds in case it is depleted by eighty-five percent (85%) subject to: (a) seventy-five percent (75%) liquidation of earlier disbursement; (b) a request for the purpose, of DOTr's review and approval, and subject to its availability; (c) An approved request for replenishment of funds shall be subject to a Supplemental MOA duly signed by the Parties under the same terms and conditions of this MOA;

2.2.12. Extend full cooperation and assistance to DOTr, LRTA and LGU-GENERAL TRIAS in the performance of its responsibilities under this MOA and in the implementation of the Project.

### **2.3. LGU-GENERAL TRIAS shall:**

2.3.1. Assist in the implementation and monitoring of social services provided to the ISFs relocated from Bacoor to the LRTA Relocation Site in General Trias;

2.3.2. Coordinate with LGU-BACOR in the provision and delivery of social services such as education, healthcare, livelihood programs, peace and order, and waste management;

2.3.3. Conduct regular site inspections and community assessments to ensure proper delivery of social services and identify any urgent needs of the relocatees;

2.3.4. Facilitate the inclusion of the ISFs relocated from Bacoor to the LRTA Relocation Site in General Trias in the official population records and local government databases for proper recognition and eligibility for public/social services;

2.3.5. Provide assistance in maintaining peace and order at the LRTA Relocation Site in coordination with the local police and barangay authorities;

2.3.6. Provide assistance in proper waste management and sanitation services for the ISFs residing in the LRTA Relocation Site;

2.3.7. Maintain updated records of ISF beneficiaries from LGU-BACOR and conduct periodic community assessments for efficient coordination in the implementation of social services.

- 2.3.8. Extend full cooperation and assistance to DOTr, LRTA and LGU-BACCOOR 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** – DOTr shall deposit the funds subject to this MOA to an account that LGU-BACCOOR assigns solely for financing the provision and delivery of social services for ISFs relocated from the City of Bacoor, Cavite to the LRTA Relocation Site in Barangay Santiago, City of General Trias, Province of Cavite. The check shall be issued in the name of the LGU for deposit to its designated bank account in its authorized government depository bank.
- 4.2. Any unutilized and/or unobligated portion of the Funds for the Project under this MOA shall be returned to DOTr with proper acknowledgment (i.e., Official Receipt) of the return. This includes any and all interest earned by the utilized and/or unobligated portion of the subject fund.
- 4.3. **Disbursement Plan and Program of Works** – The disbursement of the subject fund identified under this MOA shall be in accordance with the Disbursement Plan and Program of Works prepared by the LGU-BACCOOR and approved by DOTr.
- 4.4. **Schedule of Fund Transfer**
- 4.4.1. The release of the Transfer of funds indicated in Section 1.2. of this MOA shall be done as follows:
- 4.4.1.1. **First (1<sup>st</sup>) Tranche.** The First (1<sup>st</sup>) Tranche of the subject fund equivalent to 50% thereof, shall be sub-allotted and disbursed by DOTr to LGU-BACCOR, upon execution of this MOA, issuance of a Certificate of Availability of Funds ("CAF") by the DOTr Chief Accountant and submission by LGU-BACCOOR of the following:
- 4.4.1.1.1. Program of Works and Disbursement Plan duly approved by DOTr;
- 4.4.1.1.2. Certificate from the depository bank showing that it is the designated depository bank of LGU-BACCOOR; and
- 4.4.1.1.3. Certification confirming that the Special Disbursing Officer ("SDO") of LGU-BACCOOR is 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 a Government agency whose duties permit or require the possession of Government funds or property shall be accountable and properly bonded in accordance with law (Approved Treasurer's Bond).



4.4.1.2. **Subsequent Tranches.** Subsequent Tranches shall be sub-allotted and disbursed by DOTr to LGU-BACOR in accordance with the approved Disbursement Plan, subject to at **least Seventy-Five percent (75%) liquidation** of earlier disbursement pursuant to this MOA and applicable rules and regulations.

4.5. **Utilization** – Disbursement by DOTr to LGU-BACOR pursuant to this MOA shall be utilized by LGU-BACOR solely for the purpose indicated above.

## **5. REPRESENTATION 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 the MOA; and
- 5.5. This MOA shall be binding upon the Parties and their respective successors-in-interest and permitted assigns.

## **6. AMENDMENT**

- 6.1. This MOA may be modified only by means of a written instrument executed by and among the Parties and signed by their respective duly authorized representatives;
- 6.2. In case of modification or amendment of this MOA, the same shall be covered by a supplemental MOA duly signed by the Parties under the same terms and conditions of this MOA, provided that, in the case of cancellation or reduction of the intended scope of work, the excess funds shall be returned to DOTr.
- 6.3. In case additional funds are required for the works, LRTA shall, in addition to the notification under Section 2.2.10, submit a request for additional funds, including the basis for such request, for DOTr's review and approval and subject to its availability. Approved requests for additional funds shall be the subject of a supplemental MOA duly signed by the Parties under the same terms and conditions of this MOA.

## **7. NON-IMPAIRMENT, NON-WAIVER OF RIGHTS**

The failure of any Party hereto to enforce at any time the provision of this MOA shall in no way be construed to be a waiver of any such provision. No waiver of any breach of non-

compliance with this MOA shall be held to be a waiver of any other or subsequent breach or non-compliance.

## **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 assignees.

## **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 understandings 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 the MOA.
- 11.3. Any remaining amount from the subject fund after proper accounting shall be returned to DOTr after such termination or rescission.
- 11.4. The parties further agree that when the removal, relocation and restoration activities are not commenced by the LRTA within thirty (30) days from the actual receipt of funds, this MOA shall be considered of no force and effect and any funds already transferred shall revert to DOTr.

## **12. SEVERABILITY**

If any provision of this MOA shall be determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining provisions of this MOA in such jurisdiction or affect the validity or enforceability. 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 that 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**

If any provision of this MOA shall be determined by a court of competent jurisdiction to be valid or enforceable. This MOA shall be governed by, and 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 the fulfillment of the purposes stated herein, specifically the procurement of a subsequent Independent Consultant for the Project, or as may be agreed upon by the Parties.

[End of Document. The Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Agreement to be executed by their respective signatories on the date above mentioned.

**DEPARTMENT OF TRANSPORTATION**

**LIGHT RAIL TRANSIT AUTHORITY**

By:

By:

**HON. VIVENCIO B. DIZON**  
Secretary

**ATTY. HERNANDO T. CABRERA**  
Administrator

**CITY GOVERNMENT OF BACOR**

**CITY GOVERNMENT OF GENERAL TRIAS**

By:

By:

**HON. STRIKE B. REVILLA**  
City Mayor

**HON. LUIS A. FERRER IV**  
City Mayor

**WITNESSES:**

**TIMOTHY JOHN R. BATAN**  
Undersecretary for Railways

**ENGR. JOSPEH DEXTER S. BUENCONSEJO**  
OIC-Project Manager, LRTA

**CERTIFICATE OF AVAILABILITY OF FUNDS**

\_\_\_\_\_  
**Edna C. Tapar**  
DOTr Chief Accountant



## ACKNOWLEDGMENT

Republic of the Philippines )  
City of \_\_\_\_\_ ) 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
VINCE B. DIZON		
HERNANDO T. CABRERA		
HON. STRIKE B. REVILLA		
HON. LUIS A. FERRER IV		
TIMOTHY JOHN R. BATAN		
JOSPEH DEXTER S. BUENCONSEJO		

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 purpose stated therein, and declared to me that they have executed the instrument as their free and voluntary act and deed that they have the authority to sign on behalf of the entities they respectively represent.

This instrument refers to the Multilateral Memorandum of Agreement consisting of twelve (12) pages including the page on which this Acknowledgement 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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2025.