



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGEL S. BUNCIO

City Councilor-SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor

CITY RESOLUTION NO. 2026-1101

Series of 2026

A RESOLUTION AUTHORIZING THE CITY MAYOR, HONORABLE STRIKE B. REVILLA, TO SIGN THE SUPPLEMENTAL MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE DEPARTMENT OF EDUCATION.

Sponsored by:

Hon. Roberto L. Advincula, Hon. Miguel N. Bautista, Hon. Horacio M. Brillantes, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Manolo S. Galvez, Jr., Hon. Adrielito G. Gawaran, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Levy M. Tela, and Hon. Ricardo F. Ugalde.

WHEREAS, on 2 February 2026 the Sangguniang Panlungsod passed City Resolution No. 2026-946 entitled: "A RESOLUTION AUTHORIZING THE CITY MAYOR, HONORABLE STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF EDUCATION REGARDING THE LGU-LED IMPLEMENTATION OF CLASSROOM CONSTRUCTION, REPLACEMENT, RECONSTRUCTION, REHABILITATION, REPAIR AND IMPROVEMENT FOR AND ON BEHALF OF THE LOCAL GOVERNMENT OF THE CITY OF BACOR, CAVITE".

WHEREAS, the City Mayor, Honorable Strike B. Revilla, formally requested the Sangguniang Panlungsod to authorize him to sign the Supplemental Memorandum of Agreement between the City Government and the Department of Education (DepEd) with regard the LGU-led construction, replacement, reconstruction, rehabilitation, repair and improvement of classrooms in the City of Bacoor, Cavite.

WHEREAS, a copy of the said Supplemental Memorandum of Agreement (MOA) was submitted for the review of the Sangguniang Panlungsod. A copy of the said Supplemental MOA is attached hereto as **Annex "A"** and shall be deemed an integral part of this Resolution.





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CGBCR-SPBac-03-F01.06
03/09/2026



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ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor

WHEREAS, the Supplemental MOA serves as a refining and operational instrument to complement the original MOA signed on February 20, 2026 between the said parties.

NOW THEREFORE, upon the unanimous motion of all the members of the City Council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod of the City of Bacoor in regular session duly assembled to authorize the City Mayor, Honorable Strike B. Revilla, to sign the Supplemental Memorandum of Agreement between the City Government and the Department of Education (DepEd) with regard the LGU-led construction, replacement, reconstruction, rehabilitation, repair and improvement of classrooms in the City of Bacoor, Cavite.

RESOLVED FURTHER, to furnish the DepEd, the Office of the City Mayor, and all government agencies concerned with copies of this Resolution.

APPROVED by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite on 1 September 2026 at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was duly approved in accordance with law.

Certified:

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor

Attested:

ATTY. KHALID A. ATEGA JR.

Sangguniang Panlungsod Secretary



SUPPLEMENTAL MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Supplemental Memorandum of Agreement ("Supplemental Agreement") is made and entered into this _____ day of _____, 20____, in _____ City, by and between:

The **DEPARTMENT OF EDUCATION**, a government entity mandated by law to ensure the delivery of quality basic education, particularly Basic Education Act of 1982, otherwise known as the "Education Act of 1982," as amended by Republic Act (RA) No. 9155, otherwise known as the "Governance of Basic Education Act of 2001," located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Secretary, **JUAN EDGARDO M. ANGARA**, as per _____, and hereinafter referred to as "**DepEd**";

-and-

The **CITY LOCAL GOVERNMENT UNIT OF BACOR**, a local government unit created under the laws of the Republic of the Philippines, with its seat of government located at Bacor Government Center, Bacor Boulevard, Barangay Bayanan, Bacor City, Province of Cavite, represented herein by its Mayor, **STRIKE B. REVILLA**, by virtue of City Resolution No. _____, Series of 202____, approved by the Sangguniang Panglungsod dated _____, and hereinafter referred to as the "**LGU**"

DepEd and the LGU shall be collectively referred to as "Parties."

WITNESSETH, That:

WHEREAS, on 20 February 2026, DepEd and LGU entered into a Memorandum of Agreement for the (a) LGU-led construction, replacement, reconstruction, rehabilitation, repair, and improvement of works, or (b) LGU-led procurement of construction, replacement, reconstruction, rehabilitation, repair, and improvement of works, which shall be funded under the GAA 2026 Basic Education Facilities Program ("MOA");

WHEREAS, Section 7 of the MOA provides that either (a) DepEd and the LGU shall each contribute an amount corresponding as their counterpart fund or (b) DepEd shall be solely responsible for funding the implementation of the MOA. In either case, a separate agreement shall be agreed upon by both parties which shall include the amount to be contributed by each party, or by DepEd, as may be applicable. Thus, this Supplemental Agreement;

WHEREAS, Section 14 (1) of the MOA provides that DepEd, in coordination with the LGU, shall facilitate the selection of priority schools using the updated Instructional Room Analysis of the Basic Education Information System (BEIS);

WHEREAS, pursuant to Section 27 of the MOA, the LGU has submitted the complete eligibility documents requested by DepEd, and upon review thereof, DepEd has deemed the LGU eligible to collaborate on the implementation of infrastructure projects within its territorial jurisdiction;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the Parties hereby agree on the following terms and conditions for the implementation of the Basic Education Facilities Program.

Section 1. Section 2 (Agreement to Construct, Replace, Reconstruct, Rehabilitate, Repair and/or Improve) of the MOA is amended, as follows:

Section 2. Agreement to Construct, Replace, Reconstruct, Rehabilitate, Repair, and/or Improve. Subject to the terms and conditions in this Agreement, the LGU undertakes to construct, replace, reconstruct, rehabilitate, repair, and/or improve classrooms and school buildings ("Project") located in the City of Bacoor, Province of Cavite (complete location details specified in **Annex "A"**).

Section 2. Section 5 (Observance of the Minimum Standard Specifications and DepEd Guidelines) of the MOA is amended, as follows:

Section 5. Observance to the Minimum Standard Specifications, Detailed Architectural and Engineering Design, Program of Works, and DepEd Guidelines. The Project shall be implemented in strict adherence to the minimum performance standards and specifications (MPSS), the Detailed Architectural and Engineering Design (DAED) to be provided by DepEd, and the Program of Works (POW), in accordance with its applicable policies, rules, and regulations, as well as the requirements established under other relevant laws and regulatory frameworks.

The DAED and the POW template attached to this Supplemental Agreement, as **Annexes "B" and "C"**, respectively, shall serve as the standard and mandatory basis for project implementation and are based on normal site conditions.

Any proposed modification or deviation affecting the MPSS or the minimum standards embodied in the template DAED shall require the prior technical review and written approval of DepEd Central Office. No change to the minimum standards shall be implemented without such prior approval.

Adjustments to project costing, however, may be undertaken without prior approval from DepEd, provided that such adjustments do not result in any increase in the approved total project cost and are limited to site-specific and unavoidable conditions—such as hauling costs, site preparation works, elevation adjustments, and other analogous factors, which do not result in any alteration of the structural design, safety requirements, or the prescribed MPSS.

The amount submitted by the LGU shall serve as the basis of the total project cost and shall be deemed sufficient for the full completion of the Project, subject to DepEd's approval. In cases where a proposed deviation from standard DAED will result in additional cost, the LGU shall be advised to implement the standard DAED, as no increase in the approved project cost shall be allowed.

Section 3. Section 7 (Source of Funds) of the MOA is amended, as follows:

DepEd shall allocate and transfer to the LGU the amount of [redacted] for the implementation of the projects as enumerated in **Annex "A"** of this Supplemental MOA.

Section 4. Ownership of the Land.

[Scenario 1: The land is owned by DepEd]

The classrooms shall be constructed on the following parcels of land owned by DepEd ("Properties"):

Document Type and No.	Address of Site	Area (sqm.)

The details of the abovementioned Properties are reflected in **Annex "A"**.

[Scenario 2: The land is owned by the LGU and will be donated to DepEd prior to the payment of the third tranche]

The classrooms shall be constructed on the following parcels of land owned by the LGU ("Properties"):

Certificate Title No.	Address	Area	Registered Owner

The details of the Properties are hereby attached as **Annex "A"**.

Prior to and as a condition of the release of the Third Tranche in accordance with Section 8 of the MOA or the Schedule of Transfer of Funds, the LGU hereby undertakes to transfer, assign, and convey all of their respective rights, title to, and interests to the Properties, and to execute a Deed of Donation in favor of DepEd for the Properties, free from all liens and encumbrances. The donation shall be perfected in accordance with all applicable laws and regulations.

In the event that the LGU fails, refuses, or neglects to execute the Deed of Donation within the said period, DepEd is authorized to undertake and cause the preparation of the Deed of Donation. All costs, fees, charges, and related expenses incurred by DepEd in connection thereto shall be chargeable to the LGU.

[Scenario 3: Land is used under a Usufructuary Agreement] The classrooms shall be constructed on parcels of land owned by the LGU ("Properties") and covered by a Usufruct Agreement granting DepEd the right to use and enjoy the Properties for a period of at least twenty-five (25) years, reckoned from the release of the Third Tranche pursuant to Section 8 of the MOA or the Schedule of Transfer of Funds.

The Usufruct Agreement shall cover the following parcels of land:

Certificate Title No.	Address	Area

The details of the Properties are hereby attached as **Annex "A"**.

Prior to and as a condition of the release of the Third Tranche in accordance with Section 8 of the MOA or the Schedule of Transfer of Funds, the LGU hereby undertakes to execute a Usufruct Agreement free from all liens and encumbrances, covering the Properties, to grant in favor of DepEd all the rights of a Usufructuary in accordance with all applicable laws and regulations.

In the event that the LGU fails, refuses, or neglects to execute the Usufruct Agreement in accordance with this Supplemental MOA, DepEd is authorized to undertake and cause the preparation of the Usufruct Agreement. All costs, fees, charges, and related expenses incurred by DepEd in connection thereto shall be chargeable to the LGU.

Section 5. Section 8(2)(a) (Transfer of Funds) of the MOA is amended, as follows:

- a. DepEd undertakes to transfer the funds to the LGU in tranches. The transfer of the remaining NCA corresponding to the balance of the contract cost shall be made in accordance with the matrix of releases of the tranches, together with the corresponding documentary requirements for each fund release, as provided in the matrix below:

Tranche	Percentage	Documentary Requirements for the Releases
First (1 st) Tranche	50% of the contract amount indicated in the Resolution to Award (RTA) (including XX% EAO)	1. <u>Original Copy of the Approved MOA and Supplemental MOA</u> 2. <u>Approved Program of Works</u> 3. <u>Approved Copy of the Resolution to Award (RTA)</u> 4. <u>Details of Trust Account for the specified project</u> 5. <u>Letter Request for the release of the 1st Tranche</u>
Second (2 nd) Tranche	Up to 30% of the contract amount indicated in the RTA	1. Approved Copy of MOA and Supplemental MOA 2. Approved Program of Works 3. Letter Request for the release of the 2nd Tranche 4. Report of Check Issued (RCI) and Report of Advice to Debit Account Issued (RADAI) 5. Report of Disbursement 6. Accomplishment Report 7. Certification that at least 75% of the 1st tranche has been disbursed, as reflected in the RCI and RADAI
Third (3 rd) Tranche	Balance* of the contract amount indicated in the RTA <i>*The remaining balance shall pertain to the difference between the contract amount and the total amount</i>	1. Approved Copy of MOA and Supplemental MOA 2. Approved Program of Works 3. Letter Request for the release of the remaining balance from the contracted amount 4. Copy of Contract between the LGU and contractor, if applicable 5. RCI and RADAI 6. Report of Disbursement 7. Certification that at least 75% of the total transferred funds (1st and 2nd tranches) has been disbursed, as reflected in the RCI and RADAI 8. Copy of the Certificate of Completion indicating full (100%) completion of the project in accordance with the

	released (per of EAO).	Project scope of works and deliverables 9. In cases where the school is constructed on land owned by the LGU, a Deed of Donation in favor of DepEd or a Usufruct Agreement for a period of at least twenty-five (25) years reckoned from the release of the Third Tranche by DepEd to the LGU.
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Section 6. Section 8(2)(c) (Transfer of Funds) of the MOA is amended, as follows:

Section 8. Transfer of Funds. All fund releases, transfer of funds, and utilization under this MOA shall be subject to the provisions of CAA 2026, and to applicable rules and regulations of the Department of Budget and Management (DBM), Commission on Audit (COA), and DepEd.

xxx

(c) Upon receipt of the funds, the LGU shall deposit the funds in a separate Trust Account established specifically for the School Building Program, in accordance with government budgeting, accounting, auditing rules and regulations and subject to Treasury Circular No. 2-205 dated 2 April 2025. Such funds shall be recorded by DepEd as Inter-Agency Transferred Funds and by the LGU as Trust Liability.

Section 7. Section 12 (Prohibition on the LGU to Subcontract and/or Transfer Funds) of the MOA is amended, as follows:

Section 12. Prohibition on the LGU to Subcontract and/or Transfer Funds. Upon the release or transfer by DepEd of the funds to the LGU in accordance with this MOA, the LGU is prohibited (a) from subcontracting any of the activities to another entity, or (b) from further transferring or downloading the funds to other qualified agencies, including other LGUs, for the latter's implementation. In case of LGU-led construction, replacement, reconstruction, rehabilitation, repair, or improvement of classrooms, only the personnel of the LGU that is a Party to this Agreement shall undertake the implementation of the Project.

Section 8. Section 13 (Responsibilities of the LGU) of the MOA is amended, as follows:

Section 13. Responsibilities of the LGU. (The LGU shall:

xxx

2. Prepare the POW for bidding, based on the sample provided by DepEd. It may be adjusted to adapt to site-specific conditions where the classrooms will be constructed, subject to approval of DepEd. The approved Program of Works shall form part of the requirements for the request for SARO and the transfer of funds;
3. Ensure that the Project is implemented in accordance with the approved plans and specifications, as well as the applicable laws, rules, and regulations, including:
 - a. Presidential Decree 1096 or the National Building Code and its IRR;
 - b. Republic Act No. 9514 - Fire Code and its IRR;

- c. Batas Pambansa 344 – Accessibility Law and its IRR;
- d. DepEd's, **DAED**, and **POW**;
- e. **Treasury Circular No. 2-205 dated 2 April 2025.**

XXX

- 12. **Ensure that the Provincial Engineer's Office (a) regularly monitors the Project, (b) reviews and validates the Accomplishment Reports submitted by the Contractor to be submitted by the latter as part of the requirements for the transfer of funds, and (c) submits to DepEd the progress reports and the Accomplishment Reports in a timely manner;**
- 13. **Submit monthly and quarterly progress reports to DepEd on the status of the Project;**

XXX

- 15. [In case land is owned by LGU (Scenario 2)] Allow DepEd to use the land, subject to the execution of a (a) Deed of Donation in favor of DepEd or a (b) Usufruct Agreement for a period of at least twenty-five (25) years reckoned from the turnover of the Project to DepEd, as evidenced by the Certificate of Completion **signed by the Assistant Regional Director**, in accordance with Article VI of this Agreement;

XXX

- 24. Upon acceptance of the complete classroom/school building, the LGU Engineering Office shall forward the following documents to DepEd for recording and booking purposes:
 - a. Copy of the perfected contract between the LGU and the contractor, if applicable;
 - b. Copy of the Certificate of Final Acceptance (COFA) signed by the LGU Engineer and concurred by the Schools Division Superintendent (SDS);
 - c. Copy of the Certificate of Completion **signed by the Assistant Regional Director** indicating full (100%) completion of the project in accordance with the Project scope of works and deliverables;
 - d. Property Transfer Report (PTR) signed by the LGU Supply Officer;
 - e. Journal Entry Voucher (JEV) prepared by the LGU Accounting Office; and
 - f. Summary of School Buildings transferred by the LGU to DepEd;

XXX

Section 9. Section 16 (Responsibilities of the Schools Division Office) of the MOA is amended, as follows:

Section 16. Responsibilities of the Schools Division Office. DepEd, through the EFD and/or the equivalent unit of the concerned SDO shall:

XXX

- 5. Attest to the completion of the Project by signing the Certificate of Completion **by the Assistant Regional Director**; and

Section 10. Pursuant to Section 18 (Creation of a TWG) of the MOA, the Joint Technical Working Group shall be composed of:

Position

Personnel

Representative/s from the Education
Facilities Division (EFD) of DepEd
Representative/s from the DepEd
Regional Office
Representative/s from the DepEd
Division Office
Representative/s from the LGU

Section 11. Notices Pursuant to Section 24 (Notices) of the MOA, all notices, demands, or other communications shall be in writing and in the English language, sent to and received from the following:

Details	DepEd	LGU
Address		
Tel. No.		
E-mail		
Attention		

Section 12. This Supplemental Agreement, together with the MOA, including all other attached annexes, constitutes the whole of the agreement. Any understanding between the Parties about the subject matter and representations not expressly contained herein shall not be binding between the Parties. No statement or agreement made prior to the execution hereof, and no prior conduct of either party shall vary or modify the written terms and conditions herein set forth.

Section 13. In the event of any conflict between the terms of the MOA and the Supplemental Agreement, the terms of the Supplemental Agreement shall govern. All other provisions of the MOA not expressly modified by this Supplemental Agreement shall continue to apply and remain binding upon the Parties. Further, upon notarization of this Supplemental MOA, the LGU confirms that the MOA is likewise genuine and duly executed.

Section 14. No amendment, modification, or alteration of the terms and conditions of this Supplemental Agreement, including any change in the scope of services, shall be valid or binding unless agreed upon by the Parties in writing, duly signed by their authorized representatives.

Section 15. If any paragraph or part hereof is declared invalid by a competent authority, the other provisions thereof shall not be affected and shall continue to be in full force and effect.

Section 16. The Parties herein certify that he/she has read or caused to be read to him/her the provisions of this Supplemental Agreement, receipt of a signed copy of which is hereby expressly acknowledged by the Parties and that he/she has fully understood the same.

Section 17. The effectivity of the Supplemental Agreement will commence upon signing of the same. The signing of the Supplemental Agreement is the basis for the LGU to commence the procurement process.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date and at the place first above written.

SAMPLE ANNEX A

Transfer Certificate of Title No.	Registered Owner	Address	Area (in sqm)	Modality (LCU-led procurement or LGU-led construction)	School Name	Amount Allocated	No of Buildings and Storeys to be Constructed	No of Classrooms to be Constructed
TCT No. 124356		123 Juares Dela Cruz St., Brgy. Juvale, Mandaluyong City	250 sqm.	LCU-led construction	Mandaluyong High School	20,000,000.00	Constructed 1 Building, 2-Storey	15 Classrooms

DEPARTMENT OF EDUCATION

By:

**LOCAL GOVERNMENT UNIT OF
BACOR CITY**

By:

JUAN EDGARDO M. ANGARA
Secretary

STRIKE B. REVILLA
City Mayor

SIGNED IN THE PRESENCE OF:

WITNESS

WITNESS

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY OF _____] S.S.

BEFORE ME, a Notary Public, this ____ day of _____, 20____ personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
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STRIKE B. REVILLA
JUAN EDGARDO M.
ANGARA

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality of the Government herein represented.

This instrument, consisting of _____ {____} pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year, and place above written.

NOTARY PUBLIC

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