Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the Sangguniang Panlungsod

BAGONG PILIPINAS

Seal of Good Local Governance AWARDEE

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

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. BRILLIANTES 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. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

CITY RESOLUTION NO. 2026-1129
Series of 2026

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN AN ADDENDUM TO THE MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION (DOTr) FOR THE RIGHT OF WAY AND SITE ACQUISITION AND ROAD CONSTRUCTION OF NIOG ACCESS ROAD.

Sponsored by:

Hon. Rogelio M. Nolasco

Co- Sponsored by:

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

WHEREAS, on 20 October 2026, the Office of the City Mayor formally requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor on behalf of the City Government of Bacoor to sign an Addendum to the Memorandum of Agreement (MOA) with the Department of Transportation (DOTr).

WHEREAS, the DOTr and the City Government of Bacoor executed a MOA for the transfer of funds to the City Government of Bacoor for Right- of- Way and site acquisition and road construction of Niog Access Road amounting to Two Hundred Forty Million Pesos (PhP240,000,000.00).

WHEREAS, the proposed addendum is intended to comply with Department's Memorandum on the settlement of remaining accounts payable pertaining to Fiscal year 2024 and prior years which are required to be settled by December 31, 2026.

WHEREAS, the Office of the City Mayor submitted a draft Addendum to the Memorandum of Agreement (MOA) to the Sangguniang Panlungsod for its review and consideration. The proposed agreement is hereby deemed incorporated into and made a part of this Resolution as **Annex "A"**.

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City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

NOW THEREFORE, upon motion of Hon. Rogelio M. Nolasco unanimously seconded by the Body in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign the said addendum to the above-mentioned MOA with the Department of Transportation on behalf of the City Government of Bacoor.

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

APPROVED this 26th day of October 2026 at the City of Bacoor, Cavite by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved in accordance with law and that the contents hereof are true and correct.

Certified:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

ANNEX "A"

AMENDMENT TO THE 02 APRIL 2024 MEMORANDUM OF AGREEMENT
(Transfer of Funds to City Government of Bacoor for the Right-of-Way and Site Acquisition and Road Construction of Niog Access Road)

This Amended Memorandum of Agreement (Amended **MOA**) is made and entered into this ___ day of _____ 2026 in _____, Philippines, by and between:

The **DEPARTMENT OF TRANSPORTATION**, a government agency existing under the laws of the Republic of the Philippines, with main office at The Columbia Tower, Ortigas Avenue, Barangay Wack Wack, Mandaluyong City 1550, Philippines and represented herein by the Secretary for the Department of Transportation, **Giovanni Z. Lopez ("DOTr")**;

and

The **CITY GOVERNMENT OF BACOOR**, a local government unit (**"LGU"**) duly created and existing under and by virtue of laws of Republic of the Philippines, with principal office address at Bacoor Government Center Molino Boulevard, Barangay Bayanan, Bacoor City Cavite Philippines, represented herein by its City Mayor **Strike B. Revilla** pursuant to his authority conferred and embodied in *Sangguniang Panlungsod* City Resolution No. 2022-051 Series of 2022 as passed by the *Sangguniang Panlungsod* of Bacoor, Cavite, ("**Bacoor City**");

DOTr and Bacoor City are referred to in this MOA individually as a "**Party**" and collectively as "**Parties**".

RECITALS:

WHEREAS, the Parties executed a Memorandum of Agreement for the Transfer of Funds to City Government of Bacoor for Right-of-Way and Site Acquisition and Road Construction of Niog Access Road" (the "**Original MOA**"), providing for the transfer of funds from DOTr to Bacoor City in an amount of up to TWO HUNDRED FORTY MILLION PESOS (Php 240,000,000.00) for the Land Acquisition and Road Construction of Niog Access Road;

WHEREAS, Commission on Audit Circular No. 94-013, which pertains to the Rules and Regulations in the Grant, Utilization and Liquidation of Funds Transferred to Implementing Agencies (IAs), provides that the agreement entered into by Source Agency with the IA for the undertaking by the latter of the project of the former, shall provide for the requirements for the project implementation and reporting, including the liquidation requirements;

WHEREAS, Executive Order (EO) No. 91, Series of 2019 mandates that the government adopts Cash Budgeting System, wherein all authorized appropriations shall be available for obligation and disbursement only until the end of each fiscal year (FY);

WHEREAS, Section 2 of EO No. 91 states that any unreleased appropriations and unobligated allotments at the end of the FY, as well as unpaid obligations and undisbursed funds at the end of the extended period of payment (EPP) shall revert to the National Treasury and shall not thereafter be available for expenditure, except by subsequent legislative enactment;

WHEREAS, Item 6 of the Original MOA allows the party to amend the agreement in writing;

WHEREAS, the parties intend to amend the relevant provisions on liquidation requirements of the Original MOA to comply with EO No. 91;

Accordingly, the Parties hereby agree as follows:

1. **AMENDMENT OF SECTION 4.4**

Section 4.4 of the Original MOA entitled "Schedule of Fund Transfer," together with Sections 4.4.1 and 4.4.2 pertaining to the 1st Tranche and Subsequent Tranches, respectively, is hereby deleted in its entirety.

In lieu thereof, a new Section 4.4 is hereby inserted to be read as follows:

"4.4. The amount prescribed under Section 1 of this MOA shall be transferred in one (1) full tranche, equivalent to one hundred percent (100%) of such amount, unless the Parties determine that a different mode or schedule of transfer is necessary based on the specific requirements or circumstances of the implementation of this MOA. In the absence of such necessity, the release and transfer of the amount prescribed under Section 1 shall not be subject to phased releases, liquidation requirements, prior utilization thresholds, or any other condition, qualification, or prerequisite that would delay, reduce, or otherwise affect the full transfer of the amount."

2. **ADDED NEW PROVISION REGARDING INTEREST INCOME**

A new provision shall be inserted after Article 4.5, Utilization of the Original MOA, which shall be read as follows:

4.5.1. Utilization of Interest Earned. All income, interests and earnings derived from the funds transferred pursuant to this MOA, shall accrue to and inure to the benefit of the Philippine National Government, as provided under Section 65(1) of Presidential Decree (PD) No. 1445. The LGU shall account for such interest income and shall ensure that the Depository Bank, unless expressly provided by law that interest earnings of the account shall accrue to the fund for which the account was opened or maintained, shall remit the same to the Bureau of Treasury five (5) banking days after the end of each quarter, pursuant to Section 5.3.2 of the Department of Finance Department Circular No. 002-2022, Bureau of Treasury Circular Nos. 2-2022, 3-2024, and 3-2025, and all other applicable laws, rules, and regulations governing the remittance of interest income to the general fund.

The Bacoor LGU shall likewise submit to the DOTr copies of the proof of remittance, together with the corresponding certifications and supporting documents.

Failure to remit said interest income within the prescribed period shall constitute non-compliance with Section 127 of PD No. 1445 and may subject the responsible officials to the appropriate administrative, criminal, civil, and other liabilities without prejudice to other remedies under applicable laws, rules, and regulations.

Notwithstanding the above-mentioned liabilities, failure to remit the required interest income shall likewise constitute sufficient grounds to suspend further fund releases.

3. **CONTINUING EFFECT**

Except as expressly amended herein, all other terms, conditions, covenants, representations, warranties, and provisions of the Original MOA shall remain unchanged and in full force and effect.

4. **INTEGRAL PART**

This Amendment MOA shall form an integral part of the Original MOA. In case of inconsistency between this Amendment MOA and the Original MOA, this Amendment MOA shall prevail only to the extent of such inconsistency.

5. EFFECTIVITY

This Amendment MOA shall take effect upon signing by the duly authorized representatives of the Parties and shall remain effective together with the Original MOA.

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	CITY GOVERNMENT OF BACOOR
By:	By:
GIOVANNI Z. LOPEZ Secretary	STRIKE B. REVILLA City Mayor

Witnesses:

TIMOTHY JOHN R. BATAN Undersecretary for Railways	AIMEE TORREFRANCA - NERI City Administrator

Certificate of Availability of Funds:

LOIDA J. MARZO
Chief Accountant
Department of Transportation

ACKNOWLEDGMENT

Republic of the Philippines)

_____) S.S

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____ 2026, personally appeared the following:

	Competent Proof of Identity	Place / Date Issued / Expiry
Department of Transportation by: Giovanni Z. Lopez		
City Government of Bacoor by: Strike B. Revilla		

who were identified by me through their respective competent evidence of identity, as indicated above, to be the same persons described in the foregoing instrument, and acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and declared to me that they have executed the instrument as their free and voluntary act and deed and that they have the authority to sign on behalf of the entity that they represent.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first above-written.

NOTARY PUBLIC

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2026.