

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between:

The **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**, a National Government Agency existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Bonifacio Drive Port Area, Manila, represented by its Undersecretary, **EMIL K. SADAIN, CESO I**, hereinafter referred to as the **"DPWH"**;

The **NATIONAL HOUSING AUTHORITY**, a government owned and controlled corporation organized and existing by virtue of Presidential Decree No. 757 dated 31 July 1975, as amended, with principal office and postal address at NHA Building, Elliptical Road, Diliman, Quezon City, Metro Manila, represented herein by its General Manager, **MARCELINO P. ESCALADA JR.**, hereinafter referred to as **"NHA"**;

The **LOCAL GOVERNMENT UNIT OF MANILA**, a government agency duly organized under and by virtue of the laws of the Republic of the Philippines, with office address at Office of the Mayor, Manila City Hall, Taft Avenue, Manila, represented herein by its City Mayor, **HON. FRANCISCO "ISKO MORENO" DOMAGOSO**, hereinafter referred to as the **"SENDING LGU"**;

- AND -

The **LOCAL GOVERNMENT UNIT OF TRECE MARTIRES, CAVITE**, a government agency duly organized under and by virtue of the laws of the Republic of the Philippines, with office address at the City Hall Building, Trece Martires City, Cavite, represented herein by its City Mayor, **HON. GEMMA B. LUBIGAN**, hereinafter referred to as the **"RECEIVING LGU"**;

- WITNESSETH THAT -

**WHEREAS**, the Philippine Government through the DPWH has embarked upon a program of development and implementation of the Metro Manila Flood Management Project (MMFMP) herein referred as the "Project", jointly funded by International Bank for Reconstruction and Development ("World Bank") and Asian Infrastructure Investment Bank (AIIB) with Government of the Philippines (GOP) counterpart funding, and composed of four (4) components namely, (i) Modernizing Drainage Areas, (ii) Minimizing Solid Waste in Waterways, (iii) Participatory Housing and Resettlement, and (iv) Project Management and Coordination.

**WHEREAS**, DPWH is implementing Component 1 of the Project which aims to modernize the existing drainage area by rehabilitating and upgrading an estimated 36 existing pumping stations and construction of 20 new pumping stations. The Project is following a programmatic approach and the 56 drainage areas have been selected based on a set of technical, economic, and social criteria.

**WHEREAS**, DPWH has the overall responsibility for the implementation of Component 3 of the Project, with the Department of Human Settlements and Urban Development (DHSUD) and Metropolitan Manila Development Authority (MMDA) providing oversight responsibility along with DPWH. Specifically, the National Housing Authority (NHA) will be in charge of (i) presenting all available resettlement options to Project Affected People (PAPs), (ii) land acquisition, (iii) housing and site development, (iv) contracting service providers for social preparation and resettlement

activities and technical studies as needed, and (v) engaging service providers to implement livelihood support activities for PAPs.

**WHEREAS**, the **NHA** is the primary government agency in charge of providing housing for the unprivileged and homeless;

**WHEREAS**, the **SENDING LGU**, in partnership with the National Government through the NHA would identify available housing units for Informal Settler Families (ISFs), estimated in 2015, living along the technical footprints of Vitas Pumping Station;

**WHEREAS**, the **RECEIVING LGU**, supports the **SENDING LGU** in the relocation of 229 ISFs in the aforementioned property which is within the area of jurisdiction of the **RECEIVING LGU**;

**NOW THEREFORE**, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the PARTIES hereby agree, as follows;

**Section 1. Rights and Obligation of DPWH**

- a. Prepare the Resettlement Action Plan (RAP) for the Project in consultation with the sending and receiving LGUs;
- b. Carry out implementation of regular monitoring and ensure that resettlement activities are undertaken in accordance with applicable government laws and regulations and the social safeguards policies of World Bank;
- c. Coordinate with NHA, SENDING LGU, and RECEIVING LGU on areas for clearing with a corresponding schedule vis-à-vis the Project’s implementation schedule;
- d. Provide the receiving LGU a list of beneficiaries;
- e. Provide assistance in the form of financial and/or infrastructure and equipment and supplies projects to strengthen existence of new communities;
- f. Provide assistance on the basic needs of resettled informal settlers to health, education, water and electricity services, and police presence for security to ensure that the relocatees shall enjoy a humane quality of life;
- g. Provide seed capital or livelihood funds to be received by an organized group per resettlement site;
- h. Provide the 100% funds for letter e, f, and g to the receiving and sending LGU to facilitate the transfer of ISFs to the relocation sites;

h.1 Receiving LGU

Particular	Amount
<i>Livelihood Assistance for Skills Training for employment and micro-enterprises, starter kits and securing clearances and permits for employment and micro-enterprises – 229 ISFs @ 15,000 each</i>	<i>3,435,000.00</i>
<i>Receiving LGU PPEs Sanitation Kit during relocation</i>	<i>30,000.00</i>
<i>CLRDP and Social Services structures and start-up capital for income generating activities for PAFs</i>	<i>30,000,000.00</i>
<i>Provision of Honorarium</i>	<i>4,200,000.00</i>
<i>Purchase of Dumptruck</i>	<i>2,500,000.00</i>
<i>Electrical Certification Permit @120/PAFs</i>	<i>27,480.00</i>
<b>Total</b>	<b>40,192,480.00</b>

h.2 Sending LGU

Particular	Amount
<i>PPEs and Sanitation Kit for Sending LGU during dismantling and transfer</i>	<i>20,000.00</i>
<b>Total</b>	<b>20,000.00</b>

- i. Provide food and 14-day quarantine fund for the relocatees;

Particular	Cost
<i>1. Food Allowance at PhP 500.00 per PAF per day for 14 days quarantine</i>	<i>1,603,000.00</i>
<i>2. Health and Safety Kits for PAFs (PPEs, thermometers, disinfectant supplies, and Vitamin C and paracetamol capsules) P1,027.51 per PAF</i>	<i>235,299.79</i>
<b>Total</b>	<b>1,838,299.79</b>

- j. Provide Transfer Assistance for Trucking, vehicle for PAFs and manpower assistance for vulnerable persons; and

Particular	Cost
<i>Transfer Assistance for Trucking, vehicle for PAFs, and manpower assistance for vulnerable persons at P15,000.00 per PAF</i>	<i>3,435,000.00</i>
<b>Total</b>	<b>3,435,000.00</b>

- k. Provide assistance/allocation (honorarium) for the police/barangay tanod presence for security to ensure that the relocatees shall enjoy a humane quality of life and for basic services such as health, education, burial, etc. for the relocatees.

Particular	Cost
<i>1. Honorarium for (3) safety and security personnel (peace and order) for 3 years</i>	<i>1,800,000.00</i>
<i>2. Honorarium for solid waste/materials recycling facility (MRF) operations for 3 years</i>	<i>1,500,000.00</i>
<i>3. Delivery of basic services:</i>	
<i>a. Healthcare – honoraria of (2) barangay health workers for 3 years</i>	<i>450,000.00</i>
<i>b. Education – honoraria of (2) Day care workers for 3 years</i>	<i>450,000.00</i>
<b>Total</b>	<b>4,200,000.00</b>

Section 2. Rights and Obligation of Sending NHA

- a. Ensure completeness of documentary requirements of ISFs in coordination with DPWH;
- b. Review the authenticity and correctness of personal data of ISFs;
- c. Pre-qualification of ISFs;
- d. Issuance of Entry Pass; and

- e. Provide technical assistance to facilitate project implementation as member of the Local Interagency Committee (LIAC), City of Manila.

### **Section 3. Rights and Obligation of Receiving NHA**

- a. Undertake the acquisition and development of resettlement sites, conduct of social preparation activities, construction of housing units, development of resettlement sites including power and water line connections, and provision of livelihood activities, to affected ISFs;
- b. Together with the DPWH:
  - Organize Resettlement Action Center at the resettlement site
  - Actual movement/relocation of qualified families
    - i Unloading of materials and personal belongings
    - ii Inspection of truck, unloaded materials and personal belongings
    - iii Checking of trip ticket
    - iv Accept qualified households to NHA Resettlement Site
  - Community organizing and integration with host community
  - Ensure provision of sustained social services and livelihood support
  - Monitoring and surveillance of resettlement site
- c. Processing of relocation and resettlement documents;
- d. Processing of applications and signing of individual contract/loan documentation;
- e. Lot and housing unit assignment; and
- f. Submit quarterly report to DPWH reflecting the progress of implementation of resettlement activities including issues and concerns requiring DPWH attention.

### **Section 4. Rights and Obligations of the SENDING LGU:**

- a. Coordinate with Public Employment Service Office (PESO), City Social Welfare and Development Office (CSWDO), and/or Urban Poor Affairs Office (UPAO) to conduct a social preparation orientation for relocatees;
- b. Assist and closely coordinate with the RECEIVING LGU in the supervision of the RAP implementation; and
- c. Do such other acts and deeds that will facilitate the project implementation.

### **Section 5. Rights and Obligations of the RECEIVING LGU:**

- a. Issue an Official Receipt/Acknowledging Receipt of the deposit in its account with the recipient's depository bank with account number, and record in the book of accounts of the receiving LGU the funds transferred to it by the DPWH in accordance with the existing government accounting and auditing rules and regulations;
- b. Assist and closely coordinate with the DPWH, NHA, and SENDING LGU in the supervision of the RAP implementation;
- c. Construct the basic services facilities within the relocation site:
  - c.1 Submit to DPWH a quarterly status report of the progress of the facilities construction
  - c.2 Issue inspection reports upon construction completion and certificate of acceptance of work

- d. Assist in the implementation of livelihood restoration and implementation program which includes, but not limited to, skills training, provisions of capital, and organization of cooperative;
- e. Liquidate, without delay, to the DPWH the amount transferred in accordance with existing accounting and audit laws, rules and regulations;
- f. Return to the DPWH any unused balance from the transferred amount/funds; and
- g. Submit to the DPWH liquidation report in accordance with Circular No. 2017-002 dated October 25, 2017.

**Section 6. Effectivity:**

This Memorandum of Agreement shall commence in \_\_\_\_\_ 2022.

**Section 7. Capacity and Authorization:**

The **PARTIES** therein warrant that they have the capacity, power, and the requisite authorization to enter in this Agreement and to perform their respective obligations herein enumerated.

**Section 8. Separability Clause:**

Should any part of this agreement be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

**IN WITNESS WHEREOF**, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at the City of Manila, Philippines.

**DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS (DPWH)**

**NATIONAL HOUSING AUTHORITY  
(NHA)**

By:

By:

**EMIL K. SADAIN, CESO I**  
Undersecretary

**MARCELINO P. ESCALADA JR.**  
General Manager

**CITY OF MANILA**

**CITY OF TRECE MARTIRES, CAVITE**

Represented by:

Represented by:

**FRANCISCO "ISKO MORENO"  
DOMAGOSO**  
Mayor

**GEMMA B. LUBIGAN**  
Mayor

<p><b>RAMON A. ARRIOLA III</b></p> <p>Project Director, UPMO-FCMC</p>	



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (“MOA”) made and entered into this \_\_\_\_\_ in \_\_\_\_\_, between and among:

The **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS** (DPWH), a National Government Agency existing under and by virtue of the laws of the Philippines, with principal office address at Bonifacio Drive Port Area, Manila, represented by its Undersecretary, **EMIL K. SADAIN, CESO I**, hereinafter referred to as the “**DPWH**”.

- and -

The **LAND BANK OF THE PHILIPPINES** (LBP), a government financial institution (GFI) created and existing under and by virtue of the provisions of RA No. 3844, as amended, with principal office address at \_\_\_\_\_, Intramuros, Manila, represented by its Bank Manager, **NARDO M. MASA**, hereinafter referred to as the “**LBP**”.

WITNESS THAT:

**WHEREAS**, the Philippine Government through the DPWH has embarked upon a program of development and implementation of the Metro Manila Flood Management Project (MMFMP) herein referred as the “Project”, jointly funded by International Bank for Reconstruction and Development (“World Bank”) and Asian Infrastructure Investment Bank (AIIB) with Government of the Philippines (GOP) counterpart funding, and composed of four (4) components namely, (i) Modernizing Drainage Areas, (ii) Minimizing Solid Waste in Waterways, (iii) Participatory Housing and Resettlement, and (iv) Project Management and Coordination.

**WHEREAS**, DPWH is implementing Component 1 of the project which aims to modernize the existing drainage area by rehabilitating and upgrading an estimated 36 existing pumping station and construction of 20 new pumping stations. The project is following a programmatic approach and the 56 drainage areas have been selected based on a set of technical, economic, and social criteria.

**WHEREAS**, LBP is a GFI created under RA No. 3844. It is a full service universal bank with a unique social mandate of being a catalyst of progress in the countryside while sustaining commercial viability.

**WHEREAS**, the LBP supports the disbursement of funds to the 229 Informal Settlers Families (ISFs) beneficiaries to be relocated in Trece Martires, Cavite under the National Housing Authority (NHA) relocation site and for the succeeding disbursement of funds to the ISFs to be identified under the Batch 3, Batch 4, and new pumping stations.

**NOW THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree as follows:

I. **APPLICABILITY**

- a. This shall govern the digital disbursement of the financial assistance to the ISFs living along the technical footprints of 36 existing pumping stations and



20 new pumping stations within Metro Manila to be resettled in respective relocation sites.

## **II. OBLIGATIONS OF THE PARTIES**

### **A. DPWH shall:**

1. Provide the final masterlist of ISFs to be relocated, identified, and validated who are qualified to receive the financial assistance;
2. Collect the information of ISFs that will be used as basis for the certified masterlist that will be transmitted to the LBP; the list should show which beneficiaries have mobile phone numbers and those without;
3. Forward to the LBP the certified payroll documents following the agreed format/s, amounts to be disbursed per ISFs;
4. Through its designated signatories, authorize and instruct LBP to deposit the corresponding amounts as indicated in the payroll documents directly into the ISFs' LBP bank accounts;
5. Receive the details of liquidation documents and handle reconciliation of the list of beneficiaries with successful and unsuccessful credits; and
6. Communicate to the beneficiaries that they will be receiving financial assistance.

### **B. LBP shall:**

1. Act as DPWH's administrator in the electronic payment and distribution of financial assistance to the ISFs affected by the Project;
2. Receive from DPWH the payroll documents in the agreed format and with complete data, including the amounts to be credited to beneficiaries;
3. Execute the crediting of the financial assistance of the ISFs into their respective LBP bank accounts based on the instruction and payroll documents provided by DPWH within twenty-four (24) hours from receipt of payroll documents; and
4. Submit to DPWH a report on the disbursement of the program funds, including summary of unsuccessful credits.

## **III. WARRANTIES**

Each Party represents and warrants that: (a) it has the right, power, and authority to enter into this Agreement and to fully perform its obligations stated herein; (b) to exert all efforts and means, in collaboration with the other parties, to deliver the financial assistance to all eligible ISFs; (c) it shall comply with the Data Privacy Act of 2012, the Data Sharing Agreement relative to this Agreement and its data privacy policy; (d) it shall not engage in fraud or deceptive, misleading, unethical or unfair competition practices; (e) it shall not act in any manner which conflicts or interferes with any existing material commitment or obligation of such Party's performance of its material obligations under this agreement; and (f) it shall perform in compliance

with all applicable laws and rules and regulations of the relevant government authority.

**IV. LIABILITIES**

Each party shall keep the other free and harmless, and indemnify the other from third party claims, suits, or demands which are due to negligent or fraudulent acts or omissions or willful misconduct solely attributable to one but not the other.

In case of any intentional or unintentional harm, injury or wrong done by one party to another party herein, in violation of the conditions, covenants, stipulations or terms stated hereunder, the aggrieved party may resort to any appropriate action, permitted under the law, to seek redress to the harm, injury or wrong committed, without prejudice to the parties' continuing adherence to and performance of their respective commitments and obligations.

**V. CONFIDENTIALITY**

Any information, of whatever nature and form, acquired pursuant to this MOA shall be confidential. Any document obtained, or information derived therefrom, shall not be used for purposes other than those stated in the MOA. Likewise, neither Party shall make public use of any confidential information without the prior written consent of the approving authorities of the Party from where the information originated. The Parties shall assert all legal exemptions and privileges on each other's behalf as are necessary to ensure the confidentiality of all information acquired under the MOA.

For purposes of this provision, Confidential Information means any and all information disclosed by a party (Disclosing Party) to, or obtained by, the other Party (Receiving Party) in any manner, that, as a result of, or in connection with this MOA, by its nature, is considered proprietary and confidential, regardless of whether such information is specifically labeled or described as such including, but not limited to, proprietary information, personal data, financial data, business plans or proposals, agreements of the Disclosing Party with third parties, and any representation by any officer, employee or representative of the Disclosing Party. Provided, however, that Confidential Information shall not include the:

- Information that is generally available to the public other than as result of disclosure in violation of this MOA;
- Information available to the Receiving Party on non-confidential basis without an express restriction on disclosure;
- Information which is required to be disclosed by any court, tribunal or regulatory authority or by any requirement of law, legal process or regulation; or
- Information that the Disclosing Party expressly agrees in writing may be disclosed by the Receiving Party to third parties.

The Receiving Party agrees that Confidential Information shall not be disclosed to third parties without the prior written consent of the Disclosing Party, and that each Party shall 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 of confidentiality shall continue in full force and effect notwithstanding the termination of this Agreement.

Any and all information, including the Disbursement Process that has been specifically identified as being proprietary, confidential and exclusive shall remain strictly confidential between DPWH and LBP.

**VI. NOTICES AND CORRESPONDENCES**

Except as otherwise provided in this MOA, any notice, demand, letter, or communication shall be in writing and may be sent by one party to the other by electronic mail, web-based uploads, or other electronic or teleprocess instruction system, post, reputable courier, confirmed facsimile, or hand.

Any notice, demand, letter or communication from one party to the other shall be effective only when received by the designated addressee/s. Any notice, demand, letter, or communication may be sent by one party to the other at the address and numbers set out under this MOA or such address and numbers as one party may inform the other in writing.

All notices shall be deemed to have been personally given on the date of receipt (if delivered personally), or ten (10) calendar days after posting (if transmitted by registered mail), or the date of transmission (if transmitted by telefax or electronic mail), or the date of receipt (if sent through other means). Each party may change its addressee, address, telefax number, or email address for purposes of receiving notice by giving written notice thereof to the other parties hereto.

**VII. TERMINATION**

The agreement will be terminated after the completion of the project provision of assistance to the ISFs along the waterways affected by the Project.

**VIII. AMENDMENTS**

In the implementation of the MOA, the parties may introduce modifications through the amendments of its specific provisions as the need arises.

**IX. SEPARABILITY CLAUSE**

In case any provision hereof be declared void or unenforceable by competent authorities, the provision/s unaffected by such declaration shall remain valid and binding among the parties, their successors and assigns.

**X. EFFECTIVITY**

This MOA shall take effect upon signing of the parties and shall remain in full force and effect until the completion of the delivery of financial assistance to identified ISFs, including the liquidation thereof.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures on the date at the place above written.

<b>DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS</b>		<b>LAND BANK OF THE PHILIPPINES</b>
EMIL K. SADAIN, CESO I		NARDO M. MASA
Undersecretary		Bank Manager

WITNESSES

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES }  
S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this \_\_\_\_\_  
2021, personally appeared the following individuals:

Name	Competent Evidence of Identity	Date/Place Issued
EMIL K. SADAIN, CESO I, DPWH Undersecretary		
NARDO M. MASA, LBP Bank Manager		

known to me to be the same persons who executed the foregoing MOA, consisting  
of five (5) pages, including this page and they acknowledged to me that the same are  
their free and voluntary act and deed.

WITNESS MY HAND SEAL on the date and place above written.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2 0 2 2.

NOTARY PUBLIC

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between:

The **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**, a National Government Agency existing under and by virtue of the laws of the Philippines, with principal office address at Bonifacio Drive Port Area, Manila, represented by its Undersecretary, **EMIL K. SADAIN, CESO I**, hereinafter referred to as the **"DPWH"**;

- AND -

**THE LOCAL GOVERNMENT OF TRECE MARTIRES, CAVITE**, a government agency duly organized under and by virtue of the laws of the Republic of the Philippines with office address at the City Hall Building, Trece Martires City, Cavite represented herein by its City Mayor, **HON. GEMMA B. LUBIGAN**, herein referred to as the **"RECEIVING LGU"**;

- WITNESSETH THAT -

**WHEREAS**, the Philippine Government through the DPWH has embarked upon a program of development and implementation of the Metro Manila Flood Management Project (MMFMP) herein referred as the "Project", jointly funded by International Bank for Reconstruction and Development ("World Bank") and Asian Infrastructure Investment Bank (AIIB) with Government of the Philippines (GOP) counterpart funding, and composed of four (4) components namely, (i) Modernizing Drainage Areas, (ii) Minimizing Solid Waste in Waterways, (iii) Participatory Housing and Resettlement, and (iv) Project Management and Coordination;

**WHEREAS**, DPWH is implementing Component 1 of the Project which aims to modernize the existing drainage area by rehabilitating and upgrading an estimated 36 existing pumping stations and construction of 20 new pumping stations. The Project is following a programmatic approach and the 56 drainage areas have been selected based on a set of technical, economic, and social criteria;

**WHEREAS**, DPWH has the overall responsibility for the implementation of Component 3 of the Project with the Department of Human Settlements and Urban Development (DHSUD) and Metropolitan Manila Development Authority (MMDA) providing oversight responsibility along with DPWH. Specifically, the National Housing Authority (NHA) will be in charge of (i) presenting all available resettlement options to Project Affected People (PAPs); (ii) land acquisition; (iii) housing and site development; (iv) contracting service providers for social preparation and resettlement activities and technical studies as needed; and (v) engaging service providers to implement livelihood support activities for PAPs;

**WHEREAS**, the RA 11201 dated 14 February 2019 creating DHSUD as the overall oversight agency of all the Key Shelter Agency (KSA), which in the said RA section 50, an EO 90 was released placing NHA as under the supervision of DHSUD providing the project relocation site for the 229 Informal Settlers Families (ISFs) living along the technical footprints of Vitas Pumping Station;

**WHEREAS**, the NHA provided 229 units located in Summer Homes relocation site in Brgy. Cabuco, Trece Martires, Cavite with an average lot size of 40 sq.m. and average floor size of 22 sq.m. amounting of P240,000.00 payable of PAH for a maximum of 30 years;

**WHEREAS**, the NHA units are equipped with electrical connections prior to transfer and occupancy, and supply of water system through the elevated tanks and, when fully operational, provide individual connections;

**WHEREAS**, each housing unit is a typical one-bedroom unit with toilet and bath, kitchen sink and an outdoor multi-purpose work area per unit;

**WHEREAS**, the Trece Martires, Cavite as the receiving LGU, supports the relocation of 229 ISFs in the aforementioned property which is within its area of jurisdiction;

**WHEREAS**, the City of Manila, a government agency duly organized under and by virtue of the laws of the Republic of the Philippines, with office address at Office of the Mayor, Manila City Hall, Taft Avenue, Manila, represented herein by its City Mayor, **HON. FRANCISCO "ISKO MORENO" DOMAGOSO**, herein referred to as the "**SENDING LGU**," provide support and assistance for the relocation of 229 ISFs along Vitas Pumping Station in barangay 93 and 150, Tondo Manila.

**WHEREAS**, the parties have agreed to transfer the fund in the amount of Php 40,192,480.00 , from the DPWH to Trece Martires, Cavite to implement the said Project, in accordance to COA Circular No. 2017-002 dated October 25, 2017, which states that the Auditor of the Implementing Agency (DPWH) shall no longer be required to issue a certification on the post-audit of the Report of Checks issues and Report of Disbursement under the Item 3.1.1 of COA Circular No. 2012-001, shall no longer required to issue a corresponding Credit Notice as a prerequisite for the liquidation of the cash advance under Item 3.1.3 of COA Circular No. 2012-001, and shall furnish the Accountant and the Auditor of the Source Agency, Notices of Disallowance, and subsequent audit decisions issues, if any, on the results of audit of disbursement of the cash advance, for reference and recognition in the books of accounts, to restore accountability of the IA upon finality of the audit decisions.

**NOW THEREFORE**, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the PARTIES hereby agree, as follows;

### **Section 1. Rights and Obligation of DPWH**

- a. Transfer the amount of Php 40,192,480.00 to the Local Government of Trece Martires, Cavite, to implement the said Project, in accordance to COA Circular No. 2017- 002 dated 25 October 2017 in relation to paragraphs 3.1.1 and 3.1.3 of COA Circular No. 2012- 001 dated 14 June 2012. The amount shall be deposited to Trust Fund Account No. \_\_\_\_\_ pursuant to Section 63 Disbursement for IATF of CAO Circular No. 2015- 007;
- b. Record the issuance, and liquidation and all documents in relation to the fund transfer in accordance with COA Circular No. 94- 013, Item 3.0 of COA Circular 2012- 001, COA Circular No. 2016- 002, and COA Circular 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 regulation. Carry out implementation of regular monitoring and ensure that resettlement activities are undertaken in accordance with applicable government laws and regulations and the social safeguards policies of World Bank;
- c. Coordinate with NHA, SENDING LGU and RECEIVING LGU on areas for clearing with a corresponding schedule vis-à-vis the Project's implementation schedule. Pursuant to Item 5 of COA Circular No. 94-013, perform the following:
  1. Obligate the allotment for the Project to be implemented based on the advice of allotment and/ or memorandum of agreement or similar documents;
  2. Issue a check in the name of Local Government of Trece Martires, Cavite;
  3. Require the LGU of Trece Martires, Cavite to issue official receipt acknowledging receipt of fund transferred;

4. Maintain a subsidiary ledger of the cash transferred pertaining to the Project;
  5. Require the LGU to submit the reports and furnish the DPWH with a copy of the journal voucher taking up the expenditures;
  6. Issue a certification by the Accountant that funds previously transferred tom LGU, Trece Martires has been liquidated and accounted for in the book; and
  7. Issue the official receipt for the unexpended balance remitted by the LGU, Trece Martires, Cavite.
- d. Provide the 100% of funds to facilitate the transfer of ISFs to the relocation sites;

Particular	Amount
Livelihood Assistance for Skills Training for employment and micro-enterprises, starter kits and securing clearances and permits for employment and micro-enterprises) – 229 ISFs @ 15,000 per PAF	3,435,000.00
Receiving LGU PPEs Sanitation Kit during relocation	30,000.00
CLRD and Social Services structures and start -up capital for income generating activities for PAFs. This includes construction of livelihood center, health facilities, talipapa/ wet market and procurement and installation of street lights and cctv.	30,000,000.00
Provision of Honorarium	4,200,000.00
Purchase of Dumptruck	2,500,000.00
Electrical Certification Permit @120/PAFs	27,480.00
<b>Total</b>	<b>40,192,480.00</b>

- e. Provide food allowance and 14-day quarantine fund for the relocatees which is directly disbursed to the head of the households LBP account;

Particular	Cost
1. Food Allowance at PhP 500.00 per PAF per day for 14 days quarantine	1,603,000.00
2. Health and Safety Kits for PAFs (PPEs, thermometers, disinfectant supplies, Vitamin C and paracetamol capsules) P1,027.51 per PAF	235,299.79
<b>Total</b>	<b>1,838,299.79</b>

- f. Provide Transfer Assistance for Trucking, vehicle for PAFs, and manpower assistance for vulnerable persons;

Particular	Cost
Transfer Assistance for Trucking, vehicle for PAFs, and manpower assistance for vulnerable persons at P15,000.00 per PAF	3,435,000.00
<b>Total</b>	<b>3,435,000.00</b>

- g. Provide Utilities Application Assistance for applying for the new connection of electricity and water; and

Particular	Cost
Payment for the new application of electricity and power at P 800.00 per PAF	183,200.00
<b>Total</b>	<b>183,200.00</b>

- h. Prepare the Resettlement Action Plan (RAP) for the Project to provide assistance (honorarium) of police/barangay tanod presence for security to ensure that the relocatees shall enjoy a humane quality of life, and provision for the basic services such as health, education, burial, etc. for the relocatees.

Particular	Cost
1. Honorarium for (3) safety and security personnel (peace and order) for 3 years	1,800,000.00
2. Honorarium for solid waste/materials recycling facility (MRF) operations for 3 years	1,500,000.00
3. Delivery of basic services:	
a. Healthcare – honoraria of (2) barangay health workers for 3 years	450,000.00
b. Education – honoraria of (2) Day care workers for 3 years	450,000.00
<b>Total</b>	<b>4,200,000.00</b>

**Section 2. Rights and Obligations of the RECEIVING LGU**

- a. Issue an Official Receipt/acknowledging receipt of the deposit in its Trust Fund account with account no. \_\_\_\_\_, and record in the book of accounts of the LGU the fund transferred to it by the DPWH in accordance with the existing government accounting and auditing rules and regulations;
- b. Assist and closely coordinate with the DPWH, NHA, and SENDING LGU in the supervision of the RAP implementation;
- c. Construct the basic services facilities within the relocation site.
  - c.1 Furnish the DPWH with copies of technical drawings such as shop drawings and the like, construction methodologies, Gantt charts, weather charts, scheduling of works, as-built plans, operation and equipment manuals, certificate of warranties;
  - c.2 Ensure that the construction workers are wearing the prescribed uniforms, and necessary protection gears;
  - c.3 Assume responsibility for any liability that may arise directly or indirectly, during the conduct of construction activities; and
  - c.4 Submits to DPWH a Status Report of the Project per progress billing;
- d. Assist in the implementation of livelihood restoration and implementation program which includes but not limited to skills training, provisions of capital and organization of cooperative. Return to the DPWH any unused balance from the transferred amount/funds;
- e. Liquidate, without delay, to the DPWH, the amount transferred in accordance with existing accounting and audit laws, rules and regulations;
- f. Submit to the DPWH, liquidation reports together with pertinent supporting documents, pursuant to the period and requirements prescribed under COA Circular No. 2015-007 dated 22 October 2015; and
- g. Submit recording of receipt/utilization and liquidation including the documentation of money/cash transfer by the DPWH in accordance with the rules and regulation embodied in COA Circular No. 94-013, 2021-001 and 2016-002 dated 13 December 1194, 4 June 2012 and 31 May 2016, respectively.

**Section 3. Rights and Obligations of the SENDING LGU**



- a. Coordinate with Public Employment Service Office (PESO), City Social Welfare and Development Office (CSWDO), and/or Urban Poor Affairs Office (UPAO) to conduct a social preparation orientation for relocatees;
- b. Assist and closely coordinate with the RECEIVING LGU in the supervision of the RAP implementation; and
- c. Do such other acts and deeds that will facilitate the Project implementation.

**Section 4. Effectivity**

This Memorandum of Agreement shall commence in \_\_\_\_\_ 2022.

**Section 5. Capacity and Authorization**

The **PARTIES** therein warrant that they have the capacity, power, and the requisite authorization to enter in this Agreement and to perform their respective obligations herein enumerated.

The **PARTIES** agree to sign, execute and deliver such other agreement and document in furtherance of and in the implementation of this Agreement; and

This shall be binding upon the **PARTIES** and their respective successors-in-interests and assigns. All other terms and conditions subsequently agreed upon by the **PARTIES** in writing after the signing of this MOA shall constitute an addendum thereto and form an integral part thereof.

**Section 6. Separability Clause:**

Should any part of this agreement be judicially declared null and void, such nullity shall not affect the validity of the remaining provisions hereof.

**IN WITNESS WHEREOF**, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at the City of Manila, Philippines.

**DEPARTMENT OF PUBLIC WORKS  
AND HIGHWAYS (DPWH)**

**CITY OF TRECE MARTIRES, CAVITE**

By:

Represented by:

**EMIL K. SADAIN, CESO I**  
Undersecretary

**GEMMA B. LUBIGAN**  
Mayor

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
RAMON A. ARRIOLA III  
Project Director, UPMO-FCMC

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES**  
**IN THE CITY OF \_\_\_\_\_ s.s.**

**BEFORE ME,** a Notary Public in and for the above jurisdiction personally appeared:

Name	ID Number	Date/Place Issued
1. EMIL K. SADAIN, CESO I	_____	_____
2. GEMMA B. LUBIGAN	_____	_____

The following persons who executed the foregoing memorandum of Agreement consisting of six (6) pages including this page with Acknowledgement and acknowledged to me that the same are their free will and voluntary act and deed and those of the institutions represented therein.

**WITNESS MY HAND AND SEAL** on this \_\_\_\_ day of \_\_\_\_\_ 2022  
\_\_\_\_\_, Philippines

Doc No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2022

## AGREEMENT TO DEMOLISH AND REMOVE IMPROVEMENTS (ADRI)

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and executed by and between:

The Republic of the Philippines, represented herein by **RAMON A. ARRIOLA III**, *Project Director of Unified Project Management Office-Flood Control Management Cluster*, duly authorized by the Secretary of the Department of Public Works and Highways, hereinafter called the FIRST PARTY,

and

[Name of Property Owner], Filipino, of legal age, single (or married to \_\_\_\_\_), and a resident at \_\_\_\_\_, hereinafter called the SECOND PARTY;

WITNESSETH:

WHEREAS, the FIRST PARTY will implement the Metro Manila Flood Management Project, which will *totally* affect the following improvements of the SECOND PARTY which are within the defined Right-of-Way (ROW) or Technical Footprint of the Project:

Description of Improvement	Size Affected
Illegal structures (houses) within the Technical Footprint of the Vitas Pumping Station, made of wood and salvaged materials	Approximately 12 sq.m.

WHEREAS, the FIRST PARTY shall provide the following to the SECOND PARTY:

1. In coordination with the National Housing Authority, relocation site at Trece Martires, Cavite will be provided.
2. Provide food allowance and 14-day quarantine fund for the relocatees, which is directly disbursed to the head of the households.

Particular	Cost
1. Food Allowance at PHP 500.00 per PAF per day for 14 days quarantine	7,000.00
2. Health and Safety Kits for PAFs (PPEs, thermometers, disinfectant supplies, Vitamin C and paracetamol capsules)	1,027.51
<b>Total</b>	<b>8,027.51</b>

3. Provide Transfer Assistance for Trucking, vehicle for PAFs and manpower assistance for vulnerable persons.

Particular	Cost
Transfer Assistance for Trucking, vehicle for PAFs and manpower assistance for vulnerable persons	15,000.00

4. Provide Utilities Application Assistance for applying for the new connection of electricity and water.

Particular	Cost
Payment for the new application of electricity and water	800.00

WHEREAS, the FIRST PARTY shall deduct the utilities application for the new connection of electricity and water in the amount of P800.00 for the documentary requirements and the installation of sub-meter in the amount of P2,000.00, from the SECOND PARTY, to be paid directly to the developer.

WHEREAS, the FIRST PARTY shall pay the SECOND PARTY the total amount of Nineteen Thousand Five Hundred Twenty-Seven and 51/100 pesos only (P19,527.51) in accordance with the following schedule:

Particular	Cost
Total amount (Food allowance, Health and Safety Kits, Transfer assistance for trucking, New application for electricity and water)	23,827.51
<i>Less: Payment for the new application of electricity and Water</i>	<i>800.00</i>
<i>Payment for the Installation of Sub-meter</i>	<i>2,000.00</i>
Electric and Water deposit for 1 month and half while waiting for the service line	1, 500.00
<b>Balance</b>	<b>19,527.51</b>

(1) First Disbursement - to be made upon the issuance of NHA entry pass – the food allowance for 14-days quarantine fund and health and safety kits amounting to **P8,027.51**.

(2) Second and Final Disbursement - to be made upon unloading of materials and personal belongings at the relocation site – Transfer Assistance for Trucking, vehicle for PAFs and manpower assistance for vulnerable persons amounting to **P11,500.00**.

WHEREAS, the SECOND PARTY shall rent a trucking for their materials and personal belongings and a van/jeepney to transport their family members.

WHEREAS, the FIRST PARTY shall check the trucking and the van/jeepney that the SECOND PARTY shall rent and no members shall ride in the trucking.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree on the following:

a. The SECOND PARTY shall completely demolish and remove the improvements listed above within 2 days from receipt of the first payment mentioned above.

b. If the SECOND PARTY chooses to retain the salvaged materials of the improvements, no salvage value shall be deducted from the financial assistance.

IN WITNESS WHEREOF, the parties hereunto have hereto affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_.

FIRST PARTY:

SECOND PARTY:

REPUBLIC OF THE PHILIPPINES

PROPERTY OWNER

By:

\_\_\_\_\_  
RAMON A. ARRIOLA III  
Project Director, UPMO-FCMC

[Signature]  
[Name]

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Republic of the Philippines  
PROVINCE of \_\_\_\_\_ ) s.s.

## ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the above jurisdiction, this \_\_\_\_\_ 2022, personally appeared:

**RAMON A. ARRIOLA III**, Project Director of DPWH-UPMO-FCMC, representing the Republic of the Philippines (FIRST PARTY), with Government ID No. 26072993 issued at City of Manila on February 14, 2022, and \_\_\_\_\_, Property Owner (SECOND PARTY), with Government ID No. \_\_\_\_\_, issued at \_\_\_\_\_ on \_\_\_\_\_, known to me to be the same persons who executed the foregoing Agreement for Demolition and Removal of Improvements (ADRI) and acknowledged to me that the same is their free and voluntary act and deed.

This Agreement consists of four (4) pages, including this page on which this acknowledgement is written, duly signed by the FIRST PARTY's duly authorized representative and the SECOND PARTY and their witnesses on the spaces provided for their signatures on each and every page thereof.

**IN WITNESS WHEREOF**, I have hereunto affixed my signature and notarial seal this \_\_\_\_\_, day of \_\_\_\_\_, 2022 at \_\_\_\_\_.



NOTARY PUBLIC

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Book No. \_\_\_\_\_  
Series of 2022 \_\_\_\_\_

### Annex 3 - RAP Budget

Download to	Particulars	Total ISFs	Unit	Unit Cost in PhP	Original Budget		Revised Budget	
					Total Cost in PhP	Equivalent in USD at USD1 = PhP 51.00	Total Cost in PhP	Equivalent in USD at USD1 = PhP 51.00
ISFs	Transfer Assistance for Trucking, vehicle for PAFs and manpower assistance for vulnerable persons	229	No. of ISFs	15,000.00	3,435,000.00	67,352.94	3,435,000.00	67,352.94
ISFs	Food Allowance at PhP 500.00 per PAF per day for 14 days quarantine	229	No. of ISFs	14,000.00	3,206,000.00	62,862.75	3,206,000.00	62,862.75
LGU - Trece	Livelihood Assistance for Skills Training for employment and micro-enterprises, starter kits and securing clearances and permits for employment and micro-enterprises)	229	No. of ISFs	15,000.00	3,435,000.00	67,352.94	3,435,000.00	67,352.94
ISFs	Light Connection Fees for PAFs	88	No. of ISFs	7,500.00	1,717,500.00	33,676.47	660,000.00	12,941.18
ISFs	Water Connection Fees for PAFs	88	No. of ISFs	3,300.00	755,700.00	14,817.65	290,400.00	5,694.12
ISFs	Light and Water Connection Fees for NHA relocatees	141	No. of ISFs	800		0	112,800.00	2,211.76
LGU - Trece	Receiving LGU PPEs Sanitation Kit during relocation	1	LGU	30,000.00	30,000.00	588.2352941	30,000.00	588.2352941
ISFs	Health and Safety Kits for PAFs (PPEs, thermometers, disinfectant supplies, Vitamin C and paracetamol capsules)	229	No. of ISFs	1,027.51	235,299.79	4,613.72	235,299.79	4,613.72
LGU - Manila	PPEs and Sanitation Kit for Sending LGU during dismantling and transfer	1	LGU	20,000.00	20,000.00	392.1568627	20,000.00	392.1568627
LGU - Trece	CLRDP and Social Services structures and start - up capital for income generating activities for PAFs in 2 receiving LGUs at PhP 15 Million per Site	2	LGU	15,000,000.00	30,000,000.00	588,235.29	30,000,000.00	588,235.29
	Internal Monitoring	1		2,000,000.00	2,000,000.00	39,215.69	2,000,000.00	39,215.69
	External Monitoring and Evaluation	1		3,000,000.00	3,000,000.00	58,823.53	3,000,000.00	58,823.53
	Total				47,834,499.79	937,931.37	46,424,499.79	910,284.31
	Project Administration, Inter-Agency Coordination (10%)				4,783,449.98	93,793.14	4,642,449.98	91,028.43
	Sub-Total				52,617,949.77	1,031,724.51	51,066,949.77	1,001,312.74
	Contingency (15%)				7,892,692.47	154,758.68	7,660,042.47	150,196.91
	<b>Grand Total</b>				<b>60,510,642.23</b>	<b>1,186,483.18</b>	<b>58,726,992.23</b>	<b>1,151,509.65</b>
	<b>Resettlement Cost under MOA with SHFC/NHA</b>					0		0
	House and Lot Cost at Trece Martinez Cavite-NHA	141		340,000.00	47,940,000.00	940,000.00		0
	House and Lot Cost SJDM, Bulacan -SHFC	88		490,000.00	43,120,000.00	845,490.20		0
	Total Additional Cost				<b>151,570,642.23</b>	2,971,973.38	58,726,992.23	1,151,509.65
ISFs	Rental Subsidy					0.00		
	<b>Over-All Cost</b>				<b>151,570,642.23</b>	<b>2,971,973.38</b>	<b>58,726,992.23</b>	<b>1,151,509.65</b>

Annex 4 – Minutes of Meeting

 <p style="text-align: center;"> <b>REPUBLIC OF THE PHILIPPINES</b>  <b>DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS</b>  <b>Unified Project Management Office-Flood Control Management Cluster</b>  <b>DPWH-NCR Compound, 2<sup>nd</sup> St., Port Area, Manila</b> </p>  <p style="text-align: center;"> <b>DOHWA ENGINEERING CO., LTD.</b>  <b>In Joint Venture with Kyong-Ho Engineering &amp; Architects Co., Ltd.</b>  <b>In Association with Science &amp; Vision Technology, Inc.,</b> </p>			
<b>Title/Description</b> Management and Engineering Consulting Services for the Feasibility Studies, Detailed Engineering Designs, and Construction Supervision for the Modernization of Drainage Areas and Participatory Housing and Resettlement” (WORLD BANK IBRD L/A NO. 8784-PH AND ASIAN INFRASTRUCTURE INVESTMENT BANK AIIB L/A NO.000023-1-PHL			
<b>Meeting with DILG, DPWH, DHSUD, NHA, LGUs Manila and Trece Martirez</b>			
<b>Minutes of Meeting</b>			
<b>Date</b>	<b>Started</b>	<b>Adjourned</b>	<b>Venue</b>
February 8, 2021	1:00 PM	3:10 PM	Zoom Virtual Meeting
<b>Attendees:</b>		<b>Topic:</b>	
Please see attached marked as Annex “A”		Meeting on the Finalization of MOA for the Relocation of ISFs in Vitas Pumping Station	
<b>Particulars</b>	<b>Session Highlights and Discussion</b>		<b>Person Responsible</b>
<b>Agenda</b>	1.1. Overview and Status of the Project 1.2. Eligibility and Entitlements 1.3. RAP Budget 1.4. Finalization of MOA		
<b>Highlights of the Meeting</b>	1.5. The virtual meeting started at 1:00 PM via zoom facilitated and documented by Paulo Salino (PS) 1.6. Focal and representative/s from each offices were introduced		



	1.7. PS, Social Safeguards Specialist, presented and discussed the agenda of the meeting	
<b>Discussions /Agreement s/Recommendations</b>	<b>Finalization of MOA</b> <ul style="list-style-type: none"> <li>• P38.765 Million already included in the MOA between DPWH and LGU-Trece, but still itemizing the whole amount cared of to Isabelita Ayos (IA) and PS</li> <li>• Engineering Department of LGU-TMC will issue a Certificate of Electrical Inspection to MERALCO prior to energization, amounting to P120.00, to include in the MOA</li> <li>• P780.00 for NHA' security deposit, but instead budgeted P800.00 in anticipation of the hidden charges by Ms. Norjay Jeruta (NJ), RAP Specialist, to include in the MOA</li> <li>• P40.00 for NHA Certificate from the District Office, to include in the MOA</li> <li>• Luz Evangelista (LE) from NHA-West Sector, highlighted that NHA will not issue the "Entry Pass" on the absence of MOA between Sending and Receiving LGUs following the DILG-MC-2020-160 and NHA-MC-2020-076 guidelines</li> <li>• NJ countered that DPWH will cater the post relocation assistance to 229 ISFs</li> <li>• Christine Fermalino (CF) from NHA-RDSD elaborated the guidelines for the NHA-MC-2020-076 and DILG-MC-2020-160</li> <li>• MOA between DPWH and LGU-TMC was already forwarded to DPWH Legal Service for review and approval on the request of LGU-TMC</li> <li>• DPWH' timeline for the relocation of 229 ISFs is dependent on the review of MOA by LGU-Manila</li> <li>• Representative (name) from Manila Urban Settlement Office (USO) countered that MOA between Sending and Receiving LGUs should not be the condition not to proceed with the Project, as the said MOA is still at the hand of the Legal Department</li> <li>• Representative (name) from USO suggested that the MOA will just follow since the purpose is for post relocation assistance</li> </ul>	

	<ul style="list-style-type: none"> <li>• Ferdinand Del Carmen (FDC) from DILG-CLRG PMO, suggested to set a timeline on the review of MOA from LGU-Manila</li> <li>• FDC also suggested that the MOA would indicate the provision of assistance to LGU-TMC for 2024-2025 to give way on the transition of IRA, since DPWH is only providing 2-year assistance (2022-2024) to LGU-TMC as requested</li> <li>• FDC recommended for a “tripartite MOA”</li> <li>• Atty. Jeanette Tolentino (JT), City Administrator of LGU-TMC, insisted on the commitment of LGU-Manila when to finally review and approve the MOA between Sending and Receiving LGU since the issue on the review by Legal Department was dragging since last year</li> <li>• Representative (name) from Manila Urban Settlement Office (USO) could not commit on the timeline when to finalize the review of MOA since Urban Settlement Office only represents as Secretariat of LIAC, while the Office of the City Engineer as the Vice-Chairman</li> <li>• JT suggested to invite the City Engineering Office as Vice-Chairman by DPWH and DILG</li> <li>• Len Valbarez (LV) of DILG-CLRG countered that DILG was only invited by DPWH tasked to observe the inter-LGU cooperative arrangements between Sending and Receiving LGUs on the provision and utilization of financial assistance</li> <li>• CF suggested to reach out the designated focal person (right hand) of the City Mayor as the Chairman of LIAC, unless City Engineering Office was given the authority by the Mayor, and USO to help DPWH in reaching out the focal person to expedite the MOA</li> <li>• PS sent an invitation thru email to the City Mayor’ Office but no acknowledgement received</li> <li>• Hardcopy of MOA was received by City Mayor’s Office in 21 November 2021</li> <li>• USO transmitted a copy of MOA (first endorsement) to Legal Department for review in 23 November 2021 by Alexander Rosete</li> </ul>	
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	<ul style="list-style-type: none"> <li>• Weekly follow-up (physically) of MOA to Legal Department by PS, but still for final review</li> <li>• LE inquired DILG if MOA between DPWH and LGU-TMC could serve as a resolution, since the timeline for relocation is fast approaching and MOA between Sending and Receiving LGUs has been deferred from the Legal Department of LGU-Manila</li> <li>• LV inquired LGU-TMC would agree on the relocation without the MOA between LGUs Manila and TMC</li> <li>• JT already reviewed the MOA between DPWH and LGU-TMC with no objections, but only corrections with some amounts and other additional construction for livelihood, wet market and Health Center as requested by Housing (represented by IA)</li> <li>• JT' only concerned is the IRA which is constituted to the MOA between LGU-Manila</li> <li>• LGU-TMC agreed to relocate the ISFs while the MOA between Sending and Receiving LGUs will just follow</li> <li>• USO inquired on the legal basis of MOA between Sending and Receiving LGUs (DILG-MC-2020-160)</li> <li>• CF described how the DILG-MC-2020-160 was formulated</li> <li>• FDC advocated the DILG-MC-2020-160 since the MOA does not only include the pre and post relocation assistance but there (might be) other identified assistance needed by the Receiving LGU</li> <li>• FDC coordinated with Atty. Rolyn Javier, City Coordinator of DILG-Manila Field Office will help out on the follow up of MOA to Legal Department and PS to provide hardcopy of MOA</li> <li>• Aldrin Avelino (AV) from DHSUD-NCR suggested not to include DHSUD as one of the signatories since DHSUD has no obligations in the tripartite MOA</li> <li>• Bea ____ of USO, suggested to coordinate also with DILG-Manila concerning MOA and other documents related to Legal Department</li> </ul>	
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	<ul style="list-style-type: none"> <li>• FDC clarified that the MOA was not transmitted to DILG down to Field Offices but only coordinated by DPWH to City of Manila</li> <li>• PS inquired if MOA between Sending and Receiving LGUs still needed if DPWH will shoulder the another one-year post relocation assistance</li> <li>• CF replied that MOA between Sending and Receiving LGUs is still needed for the issuance of entry pass by NHA as prescribed on the DILG-MC-2020-160</li> <li>• Atty. Catrina ____ of ____, stands on the need for MOA between Sending and Receiving LGUs to issue the entry pass, but asked LGU-Manila on when to have a result on the review of said MOA</li> <li>• Geng Policarpio (GP) of DHSUD-NCR, shared that the involvement of LGU-Manila is essential because a project proponent should apply for the COC in order to complete the project, as part of the process under UDHA</li> <li>• 04 February 2022 last follow-up of MOA to Manila-Legal Department</li> <li>• PS will lead the coordination and follow-up of MOA' status from Manila-Legal</li> <li>• 16 February follow-up meeting at 1:30 PM</li> <li>• Notice of the meeting to be forwarded to USO for dissemination to LIAC-Manila members</li> <li>• Provide status of MOA on the downloading of Funds to LGU-TMC on 11 February 2022</li> </ul> <p>Other Matters</p> <ul style="list-style-type: none"> <li>• No LIAC was created specifically for the Project but to use the existing LIAC since the affected ISFs is along the waterways and just adopt the Project</li> <li>• USO haven't done community dialogues required under RA 7279 with the project proponent and LIAC members</li> <li>• FDC agreed with GP' suggestion to issue a LIAC Resolution adopting the Project</li> <li>• LE clarified that along waterways of Estero De Vitas have done initial relocation before with the involvement of LIAC and Vitas Pumping Station' affected ISFs was just a continuation of the relocation</li> </ul>	
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	<ul style="list-style-type: none"> <li>• No existing MOA between Sending and Receiving LGUs prior to the issuance of DILG-MC-2020-160</li> <li>• Relocation of ISFs along waterways was stop due to issuance of DILG-MC-2020-160, requiring for MOA between Sending and Receiving LGUs</li> <li>• Funds will not be downloaded to NHA but directly to LGU-TMC since NHA will not undertake on the demolition, provision of trucks and buses, among others</li> </ul> <p>The meeting was adjourned at 3:10 AM</p>	
<b>Review and Confirmation:</b>		
Prepared by:	Noted by:	Approved by:
<b>YUN, YONG JIN</b>	<b>VIOLEND A. SUCRO</b>	<b>RAMON A. ARRIOLA III</b>
Team Leader CONSULTANT	Project Manager III DPWH UPMO-FCMC	Project Director DPWH UPMO-FCMC

*Annex 5 - List of Communications*  
*January 2022 – February 2022*

OUTGOING COMMUNICATIONS					
Letter Date	Letter Received	Through	From	To	Subject
January 03, 2022	January 03, 2022	Email	DPWH	NHA	Site Visit at National Housing Authority (NHA) Relocation Site in Trece Martires, Cavite
January 03, 2022	January 03, 2022	Email	DPWH	TMC	Site Visit at National Housing Authority (NHA) Relocation Site in Trece Martires, Cavite
January 08, 2022	January 08, 2022	Email	DPWH	NHA	Request for the Masterlist of Informal Settlers Families (ISFs) Relocated from Estero De Paco, Barangay 662, Paco, Manila to Towerville 6 in Barangay Gaya-gaya, San Jose Del Monte, Bulacan
January 10, 2022	January 10, 2022	Email	DPWH	MANILA	Request for Free Antigen Test for the Vitas Informal Settler Families (ISF's) in connection with the site visit at the NHA Relocation Site in Trece Martires, Cavite
January 11, 2022	January 11, 2022	Email	DPWH	SHFC	Follow-Up for the Official Action of SHFC in Supporting the BV8 Association Including the Vitas AGOM Members in Recovering Their Units in Brgy. Muzon, San Jose Del Monte, Bulacan
January 11, 2022	January 11, 2022	Email	DPWH	DILG	Submission of Hazard Assessment Report of Brgy. Muzon, San Jose Del Monte, Bulacan Relocation Site
January 31, 2022	January 31, 2022	Email	DPWH	TMC	Draft Final Memorandum of Agreement on the Downloading of Funds for Vitas Pumping Station Informal Settlers Families Relocations
January 31, 2022	January 31, 2022	Email	DPWH	LBP	Draft Memorandum of Agreement on the Disbursement of Financial Assistance for Vitas Pumping Station Informal Settlers Families Beneficiaries
January 31, 2022	January 31, 2022	Email	DPWH	DHSUD	Request for Flow-up Meeting for the Finalization of MOA for the Relocation of ISFs in Vitas Pumping Station
January 31, 2022	January 31, 2022	Email	DPWH	NHA	Request for a Meeting for the Finalization of MOA for the Relocation of ISFs in Vitas Pumping Station
January 31, 2022	January 31, 2022	Email	DPWH	TMC	Request for a Meeting for the Finalization of MOA for the Relocation of ISFs in Vitas Pumping Station
January 31, 2022	January 31, 2022	Email	DPWH	LBP	Request for a Meeting for the Finalization of MOA for the Relocation of ISFs in Vitas Pumping Station
January 31, 2022	January 31, 2022	Email	DPWH	NHA	Social Preparation Meeting for Vitas Pumping Station Informal Settlers Families (ISFs)

*Annex 5 - List of Communications*  
*January 2022 – February 2022*

OUTGOING COMMUNICATIONS					
Letter Date	Letter Received	Through	From	To	Subject
January 31, 2022	January 31, 2022	Email	DPWH	NHA	Social Preparation Meeting for Vitas Pumping Station Informal Settlers Families (ISFs)
February 7, 2022	February 7, 2022	Email	DPWH	MALABON	Draft Memorandum of Agreement on the Downloading of Funds for Batch 3 Pumping Stations Informal Settlers Families Relocations
February 7, 2022	February 7, 2022	Email	DPWH	SHFC	Masterlist of Batch 3 Pumping Stations Located in Malabon City
February 11, 2022	February 11, 2022	Email	DPWH	NHA	Change of Beneficiaries due to Death, Age Limit, or Incorrect Names
February 18, 2022	February 18, 2022	Email	DPWH	DHSUD	Request for Flow-up Meeting for the Finalization of MOA for the Relocation of ISFs in Vitas Pumping Station
February 18, 2022	February 18, 2022	Email	DPWH	DILG	Request for Flow-up Meeting for the Finalization of MOA for the Relocation of ISFs in Vitas Pumping Station
February 18, 2023	February 18, 2023	Email	DPWH	TMC	Request for Flow-up Meeting for the Finalization of MOA for the Relocation of ISFs in Vitas Pumping Station
February 18, 2022	February 18, 2022	Email	DPWH	NHA	Request for Flow-up Meeting for the Finalization of MOA for the Relocation of ISFs in Vitas Pumping Station
February 21, 2022	February 21, 2022	Email	DPWH	NHA	Request for Completion of 20 Units for the Relocation of Informal Settlers Families (ISFs)
February 21, 2022	February 21, 2022	Email	DPWH	NHA	Request for Completion of 20 Units for the Relocation of Informal Settlers Families (ISFs)
February 23, 2022	February 23, 2022	Email	DPWH	SHFC	Transfer of BV8 Members from SHFC Relocation Site in San Jose Del Monte, Bulacan to National Housing Authority (NHA) Relocation site in Trece Martires, Cavite