



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Housing, Land Utilization and Urban Development		An urgent request from the City Mayor for the approval of a resolution authorizing him to sign the Memorandum of Understanding between the Department of Human Settlements and Urban Development and the City Government of Bacoor relative to the Housing Project called "Pambansang Pabahay Para Sa Pilipino: Zero ISF Program for 2028."	PCR-081-2022	
V E N U E	SP Session Hall		D A T E / T I M E	September 19, 2022/ 11:30 AM (Regular Session)

COMMITTEE REPORT No. HLUUD-CR-081-S-2022

The Department of Human Settlement and Urban Development (DHSUD), being the primary national government entity responsible for the management of housing, human settlement and urbana development, launched its "Pambansang Pabahay para sa Pilipino Zero ISF Program for 2028".

The City Government of Bacoor support the said program and commits to allocate all Informal Settler Families (ISF) in the City of Bacoor. By this program, the vision for every Bacooreños family for having its own house by the Local Government of Bacoor led by the City Mayor will materialize.

With the earnestly urged approval of the said Memorandum of Understanding (MOU) will greatly benefit the residents of the city.

RECOMMENDATION:

In view of the foregoing, the Committee respectfully recommends for the **APPROVAL** of the request city resolution.

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



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

Signed this 19th day of September 2022 at the City of Bacoor, Cavite.

Committee on Housing, Land Utilization and Urban Development



HON. ALDE JOSELITO F. PAGULAYAN

Chairman



HON. SIMPLICIO G. DOMINGUEZ

Member



HON. ADRIELITO G. GAWARAN

Vice-Chairman

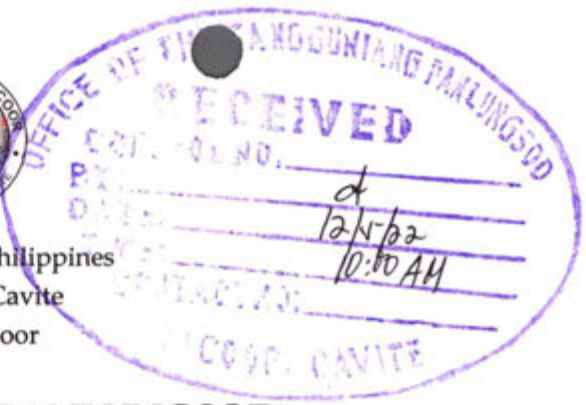


HON. VOCTORIO L. GUERRERO JR.

Member



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

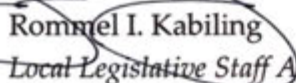
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VENUE	S.P. Session Hall, 2 nd floor, Bacoor Government Center		TIME / DATE	September 19, 2022/ 11:30 AM (Regular Session)

MINUTES OF COMMITTEE HEARING No. HLUUD-CR-081-S-2022

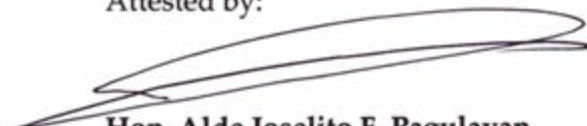
During the 12th Regular Session of the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite, Hon. Alde Joselito F. Pagulayan informed the council that the above-mentioned subject matter was a part of the development program of the City Government of Bacoor. The City Government led by the City Mayor, pursue that every Bacooreños family to have its own house, this vision will materialize by the help of the Department of Human Settlement and Urban Development thru this program.

With the internal rules suspended, Hon. Reynaldo D. Palabrica moved for the approval of the request city resolution and was unanimously seconded by the council.

Prepared by:


Rommel I. Kabling
Local Legislative Staff Assistant I

Attested by:


Hon. Alde Joselito F. Pagulayan
Chairman
Committee on Health and Sanitation



G.17.1 PCR-081-2022 – An urgent request from the City Mayor for the approval of a resolution authorizing him to sign the Memorandum of Understanding between the Department of Human Settlements and Urban Development and the City Government of Bacoor relative to the Housing Project called “Pambansang Pabahay Para Sa Pilipino: Zero ISF Program for 2028.”



Republic of the Philippines
Province of Cavite
CITY OF BACOR
Office of the Mayor

September 6, 2022

HON. MICHAEL E. SOLIS
Acting City Vice Mayor
Bacoor Government Center
Bacoor, Cavite

Thru: Atty. Khalid Atega, Jr.
Sangguniang Panlungsod Secretary

Subject: Request for issuance and enactment of Resolution granting the City Mayor Authority to sign the Memorandum of Understanding with the Department of Human Settlements and Urban Development

Dear Hon. Solis:

The Department of Human Settlements and Urban Development (DSHUD), as the primary national government entity responsible for the management of housing, human settlement, and urban development, launched its “Pambansang Pabahay Para sa Pilipino: Zero ISF Program for 2028”. The said program targets to build one million housing units per year or a total of six million housing units for six (6) years.

The Local Government Unit of Bacoor supports the said program and commits to identify and allocate to DSHUD a parcel or parcels of its land for the development of the housing projects.

In view of the foregoing, I respectfully requests from the esteemed members of the Sangguniang Panglungsod to perform the necessary actions that will grant me authority to enter into and sign the Memorandum of Understanding with DSHUD relative to the above-programs. Attached herewith is the draft Memorandum of Understanding with DSHUD for your immediate reference.

I trust that you will give this matter your utmost consideration.

Sincerely yours,

CATHERINE STEVARISTO
Acting City Mayor

Office of the Mayor **STRIKE!**
Strike B. Revilla



SBR20220441



Address: Bacoor Government Center, Bacoor Blvd., Binz, Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111 Website: www.bacoor.gov.ph



Office Website

BACK



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (*MOU*) is made, entered into, and executed this _____ by and between:

The **DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT**, a national government agency with office address at Kalayaan Avenue corner Mayaman Street, Diliman, Quezon City, herein represented by **SECRETARY JOSE RIZALINO L. ACUZAR**, hereinafter referred to as the "DHSUD";

-and-

The **CITY/MUNICIPAL GOVERNMENT OF _____**, a political subdivision of the Republic of the Philippines with office address at _____, herein represented by its Mayor, (**NAME of MAYOR**), by virtue of Sangguniang Panglungsod Resolution No. _____,¹ enacted on _____, hereinafter referred to as the "LGU".

Both DHSUD and the LGU may also be individually referred to as "Party," and collectively as "Parties."

WHEREAS, Republic Act (R.A.) No. 11201 which took effect on February 14, 2019, created the Department of Human Settlements and Urban Development (DHSUD) which shall act as the primary national government entity responsible for the management of housing, human settlement, and urban development;

WHEREAS, DHSUD launched its "*Pambansang Pabahay Para Sa Pilipino: Zero ISF Program for 2028*". DHSUD, through this program, targets to build one million housing units per year or a total of six million housing units for six (6) years.

WHEREAS, the LGU, in support of the said DHSUD Program, commits to identify and allocate to DHSUD a parcel or parcels of its land ("Property") for the development of the foregoing housing projects.

WHEREAS, the Parties aim to develop housing projects for the benefit of the residents of Bacolod City, especially the Informal Settler Families (ISFs), both for residential and commercial purposes, by pooling together their technical, financial and manpower resources for the development of the said projects.

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

Section 1. RESPONSIBILITIES AND OBLIGATIONS OF DHSUD. DHSUD shall facilitate, either directly or through its Key Shelter Agencies (KSAs), the implementation of the housing projects in collaboration with the LGU and other relevant agencies.

¹ Attached as ANNEX "A"



Memorandum of Understanding (MOU)
DHSUD and City of Bacod
Development of Housing Projects in Bacod City

DHSUD shall also assist the LGU in the preparation of the necessary documents and in securing the required permits and licenses issued by national government agencies.

It likewise warrants to expedite the development of the housing projects in the Property.

Section 2. RESPONSIBILITIES AND OBLIGATIONS OF THE LGU. The LGU shall be responsible for identifying the land that is suitable and safe for enrolment to the Program.

It shall comply with the technical, financial, and documentary requirements as may be required under the Program and shall facilitate the processing of all required permits and licenses to be issued by the local authorities for its full implementation.

It shall carry out the beneficiary listing which shall include, but not limited to, social preparation, ISF census enumeration, socio-economic profiling, and the establishment of social parameters.

Section 3. EXECUTION OF SUBSEQUENT AGREEMENT. The Parties bind themselves to execute the corresponding Memorandum of Agreement (MOA) to effectuate the commitments and obligations of the Parties in this MOU relative to the development of an initial _____ Thousand (____) housing units in _____ City.

Section 4. MISCELLANEOUS PROVISIONS:

- 4.1. COMPLETE AGREEMENT** – This Memorandum of Agreement contains the full and complete agreement between the Parties on the subject matter, and the same shall supersede any or all representations, understanding or agreement, verbal or written, implied or express, previously made or entered into by them and thus may only be amended upon the written mutual agreement of the Parties;

It is understood that all terms and conditions herein provided are subject to and subordinate to the existing rules, regulations and circulars of the DHSUD pertinent to the establishment and utilization of the Developer's Incentivized Compliance. In case of conflict, the pertinent provisions of such rules, regulations and circulars shall prevail.

- 4.2. COUNTERPARTS** – This MOU may be executed simultaneously in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 4.3. GOOD FAITH** – In complying and implementing the terms of this MOU, the Parties shall exercise good faith and cooperation to ensure the fulfillment of their common objective.
- 4.4. BINDING EFFECT** – This MOU shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors-in-interest and permitted assigns.



Memorandum of Understanding (MOU)
DHSUD and City of Bacod
Development of Housing Projects in Bacod City

- 4.5. NON-WAIVER OF RIGHTS** – The rights of a Party will not be prejudiced or restricted by any indulgence or forbearance extended by it to the other Party, and no waiver by a Party in respect of any breach of this MOU will operate as a waiver in respect to any current or subsequent breach thereof.
- 4.6. FORCE MAJEURE** – No Party shall be liable for any failure or delay in the performance of its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same. For purposes of this MOU, a "Force Majeure Event" shall include, but not be limited to: (i) declared or undeclared war, armed hostilities, revolution, rebellion, insurrection, riot, public disorder, and the like. (ii) expropriation of any part of the Site on which the Project will be located, (iii) unforeseen rock formations in the geodetic layers of the identified deep well sites; and (iv) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God, and Government's, local or national, declaration of community quarantines and other restrictions;
- 4.7. DISPUTE RESOLUTION** – Any conflict or dispute that may arise out of this MOU on the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days, through the authorized representatives of the Parties. Either Party may initiate amicable discussions by sending written notice to the other Party, specifying the alleged dispute and proposing schedule for the amicable settlement thereof.
- 4.8. SEPARABILITY** – If any term, provision, or condition provided in this MOU is subsequently declared void, contrary to law, or unenforceable by a court of competent jurisdiction, the validity of the other terms, provisions or conditions not affected by such declaration shall remain valid and binding. The Parties shall however endeavor and exert best efforts to agree on the substitution of the void, illegal or unenforceable provision(s) with legally acceptable clauses approximating as closely as possible the sense, intent and purpose of the affected provisions and of this Agreement as a whole, and
- 4.9. GOVERNING LAW** – This MOU shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Memorandum of Understanding this _____ in _____.

DEPARTMENT OF HUMAN
SETTLEMENTS AND URBAN
DEVELOPMENT (DHSUD)

By

JOSE RIZALINO L. ACUZAR
Secretary

CITY GOVERNMENT OF _____

By

(NAME of MAYOR)
Mayor



Memorandum of Understanding (MOU)
DHSUD and City of Bacod
Development of Housing Projects in Bacod City

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
_____) S.S

BEFORE ME, personally appeared:

- | | | |
|----------------------------|-------------|-------|
| 1) Jose Rizalino L. Acuzar | ID | _____ |
| | Issued On: | _____ |
| | Issued By | _____ |
| | Expires On: | _____ |
| 2) (NAME of MAYOR) | ID | _____ |
| | Issued On: | _____ |
| | Issued By | _____ |
| | Expires On: | _____ |

to me known to be the same persons who executed the foregoing instrument, and each acknowledged to me that they have acted in a representative capacity, that they are duly authorized to represent as such, and that the same is their own free and voluntary act and deed as well as of the Agency and local government unit represented.

This Memorandum of Understanding consists of three (3) pages, including the page wherein this acknowledgment is written, signed by the Parties and their witnesses.

WITNESS MY HAND AND NOTARIAL SEAL, this _____ day of _____ in _____, Philippines.

DOC No. _____
Page No. _____
Book No. _____
SERIES of 2022 _____



Republic of the Philippines
Province of Cavite
CITY OF BACOR

HOUSING URBAN DEVELOPMENT & RESETTLEMENT DEPARTMENT

September 6, 2022

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor
Presiding Officer, Sangguniang Panglungsod
City of Bacoor

THRU : **ATTY. KHAUD ATEGA**
SP Secretariat

Dear Vice Mayor Bautista-Mendiola,

This is relative to the Department of Human Settlement and Urban Development (DHSUD) "Pambansang Pabahay Para sa Pilipino: Zero ISF Program for 2028" which targets to build one million housing units per year or a total of six million housing units for six (6) years.

We would like to request for an SP Resolution authorizing Mayor Strike Revilla to enter and sign a Memorandum of Understanding (MOU) with the DHSUD relative to the said program.

Attached is our letter to DHSUD IV-A dated August 31, 2022 signifying our interest to the program and draft MOU from DHSUD, for your reference.

Thank you very much.

Very truly yours,

ATTY. JESSON G. LABAO
OIC-HUDRD





Republic of the Philippines
Province of Cavite
CITY OF BACOOR

HOUSING URBAN DEVELOPMENT & RESETTLEMENT DEPARTMENT

August 31, 2022

ATTY. JANN ROBY R. OTERO
Regional Director
Department of Human Settlement and Urban Development 4A
Dencris Business Center, National Highway, Brgy. Halang
Calamba City, Laguna

Dear Atty. Otero,

This is to signify our interest to your program land development grant under the DHSUD-BALAI program. Relative to this, we would like to inform you of the following properties owned by the City Government of Bacoor, identified as socialized housing program:

Title No.	Area Size	Address
TCT No. 167-2022000980	2,120 sq. meters 5,058 sq. meters	Brgy. Molino III
TCT No. 057-2014014479	174 sq. meters	Brgy. Zapote V
057-2014014478	75 sq. meters	
057-2014014480	54 sq. meters	
057-2014014481	57 sq. meters	

Attached is the copy of Transfer Certificate Title and location map for your reference.

Further, we have an on-going land negotiation with various property owners at Brgy. Alima with a total land area of 566,930 square meters potential for socialized housing program. (Attached is the Copy of Tax Declaration)

We would appreciate your favorable response on the above matters.

Thank you very much.

Very truly yours,


ATTY. JESSON G. LABAO
City Administrator /
OIC- Housing Urban Development & Resettlement Department

BAC FOR HOUSING URBAN DEVT &
RESETTLEMENT DEPARTMENT
RECEIVED

DATE: 09.07.22
TIME: 2:39 PM

BY: [Signature]
22 out of 09-07-2022





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Memorandum of Understanding (MOU)
DHSUD and City Municipality of
Development of Housing Projects in _____ (L.G.U.)

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Memorandum of Understanding (MOU)
DHSUD and City/Municipality of _____
Development of Housing Projects in _____ (City)

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IN WITNESS WHEREOF, the Parties hereto have signed and executed this Memorandum of Understanding this _____ in _____.

DEPARTMENT OF HUMAN
SETTLEMENTS AND URBAN
DEVELOPMENT (DHSUD)
By _____

CITY/MUNICIPAL GOVERNMENT OF _____
By _____

JOSE RIZALINO L. ACUZAR

LCE NAME



Memorandum of Understanding (MOU)
DHSO and City/Municipality of
Development of Housing Projects in _____ (City)

Secretary

City/Municipal Mayor

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, personally appeared:

- | | |
|----------------------------|-------------------|
| 1) Jose Rizalino L. Acuzar | ID _____ |
| | Issued On: _____ |
| | Issued By: _____ |
| | Expires On: _____ |
| 2) LCE Name | ID _____ |
| | Issued On: _____ |
| | Issued By: _____ |
| | Expires On: _____ |

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