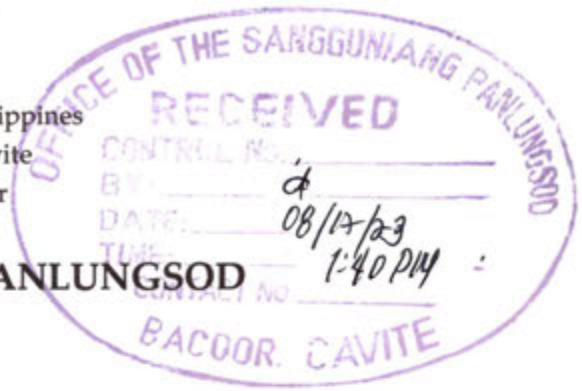




Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

COMMITTEE REPORT NO. HLUUD 012 S-2023

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE DEPARTMENT OF HUMAN SETTLEMENT AND URBAN DEVELOPMENT (DHSUD) WITH REGARD TO THE PAMBANSANG PABAHAY PAMILYANG PILIPINO (4PH) PROGRAM. PCR 336-2023 dated 03 July 2023.

This report resolves the memorandum of understanding with the Department of Human Settlement and Urban Development (DHSUD) in regard to the Pambansang Pabahay Pamilyang Pilipino (4PH) during the 50th regular session, dated 03 July 2023. Thus, the committee respectfully reports that:

The pertinent facts about the subject matter are:

- Under Article XIII, Section 9 of the 1987 Constitution, the State shall make available at an affordable cost decent housing to underprivileged and homeless Filipinos; and
- Under Section 17 of the Local Government Code of 1991 (Republic Act No. 7160), local government units shall provide basic services and facilities, including infrastructure facilities intended primarily to service the needs of their constituents and projects for low-cost housing.

Hereunder are the comprehensive plans for the development of the said projects:

1. Vertical Housing, also known as high-rise or multi-story buildings, offers several advantages as a viable, efficient, and resilient mode of providing low-cost housing, such as space optimization, cost efficiency, increased housing density, infrastructure accessibility, and sustainability. It is cost-effective compared to traditional or horizontal housing developments because, by utilizing a smaller land area, the government can reduce land acquisition costs. Additionally, vertical housing allows for efficient sharing of infrastructure and utilities, reducing construction and maintenance expenses; and
2. Township development models also provide various advantages as a viable, efficient, and resilient approach to low-cost housing because they allow for



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comprehensive planning of urban areas, encourage mixed-use development, improve infrastructure efficiency, stimulate the development of communities, and expand economic opportunities. It incorporates mixed-use development, combining residential, commercial, and recreational spaces within close proximity. This integration reduces commute distances and promotes a more walkable and sustainable environment. Residents have convenient access to shops, schools, parks, healthcare facilities, and employment opportunities within the township itself.

Findings:

The foregoing discussion clearly showed that the said memorandum of understanding with regard to the Pambansang Pabahay Pamilyang Pilipino (4PH) Program is a government housing project through the Department of Human Settlement and Urban Development (DHSUD), which aims to service the housing needs of the Philippines for over six million families by 2028.

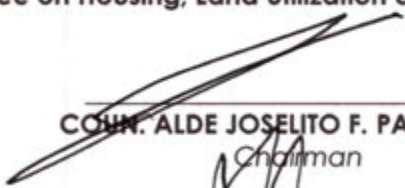
RECOMMENDATION:

After a thorough review, The 4PH Program implements inovative approaches to maximize land resource utilization, specifically focusing on vacant, idle, blighted, and underutilized government and privately owned lands for housing and mixed-use development. Furthermore, the Program aims to enhance land utilization, particularly in densely populated urban areas and component cities, by prioritizing vertical housing and embracing township development models. Hence, the committee recommends that the resolution **BE PASSED**.

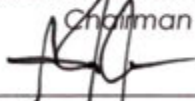
WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 11th day of July 2023 at the City of Bacoor, Cavite.

Committee on Housing, Land Utilization and Urban Development


COUN. ALDE JOSELITO F. PAGULAYAN

Chairman


COUN. ADRIELITO G. GAWARAN

Vice Chairman

(DECEASED)


COUN. VICTORIO L. GUERRERO JR.

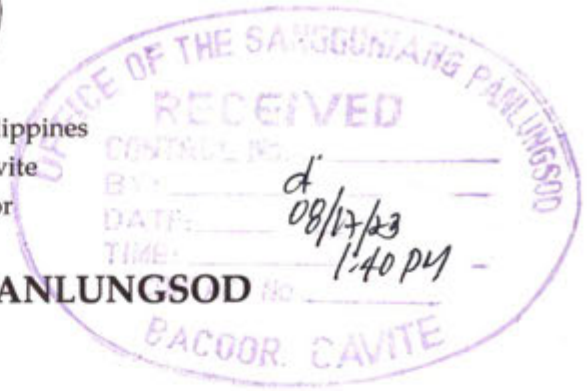
Member


COUN. REYNALDO D. PALABRICA

Member



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD No. _____

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

**EXCERPT FROM THE MINUTES OF THE 50TH REGULAR SESSION
NO. HLUUD 012 S-2023**

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE DEPARTMENT OF HUMAN SETTLEMENT AND URBAN DEVELOPMENT (DHSUD) WITH REGARD TO THE PAMBANSANG PABAHAY PAMILYANG PILIPINO (4PH) PROGRAM. PCR 336-2023 dated 03 July 2023.*

Pro-Tempore, Hon. Coun. Reynaldo D. Palabrica presided over the 50th regular session of the 5th Sanggunian Panlungsod dated 03 July 2023.

A letter dated 26 June 2023 of Hon. City Mayor Strike B. Revilla to Vice Mayor Bautista-Mendiola Re: For the approval of a resolution authorizing the City Mayor to enter into and sign a Memorandum of Understanding with the Department of Human Settlements and Urban Development (DHSUD) in relation to the Pambansang Pabahay sa Pamilyang Pilipino (4PH) Program.

Since the internal rules were already suspended, the Acting Chair declared the resolution authorizing the City Mayor to sign the Memorandum of Understanding APPROVED upon the motion of Hon. Alde Joselito F. Pagulayan, and was unanimously seconded by the members. The session moved to the ADJOURNMENT.

Prepared By:



PETER ADRIAN F. BORJA
Local Legislative Staff I

Attested By:



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

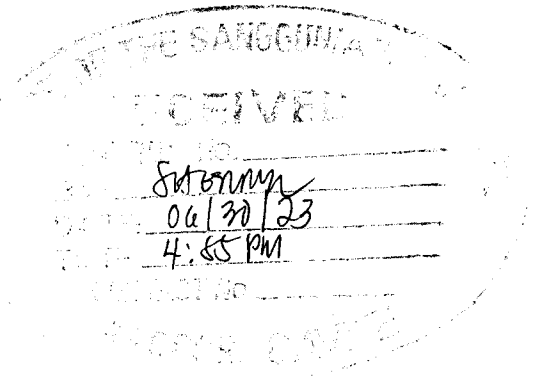


Republic of the Philippines
Province of Cavite

CITY OF BACOR

Office of the Mayor

26 June 2023



SANGGUNIANG PANLUNGSOD
City of Bacoor, Province of Cavite

Attention: HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor/Presiding Officer

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary


Subject: REQUEST FOR SP AUTHORITY TO ENTER AND SIGN MEMORANDUM OF UNDERSTANDING AND MEMORANDUM OF AGREEMENT IN RELATION TO THE 4PH PROGRAM OF THE DHSUD

Your Honors:

Respectfully requesting authority to enter and sign a Memorandum of Understanding (MOU) with the Department of Human Settlements and Urban Development (DHSUD), and a tripartite Memorandum of Agreement (MOA) with DHSUD and the Home Development Mutual Fund (also known as PAG-IBIG Fund) as provided in the attached draft documents. The MOU and MOA are necessary in accomplishing the requirements under the *Pambansang Pabahay sa Pamilyang Pilipino* (4PH) Program while we are still in the process of identifying the developer/contractor for the proposed condominium housing project.

Thank you for your usual support and prompt action.


STRIKE B. REVILLA
City Mayor

 Office of the Mayor
Strike B. Revilla



SBR20230992

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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 the DHSUD Building, Kalayaan Avenue corner Mayaman Street, Diliman, Quezon City, herein represented by **SECRETARY JOSE RIZALINO L. ACUZAR** [*or other authorized DHSUD Official*], hereinafter referred to as "DHSUD";

- and -

The **CITY GOVERNMENT OF BACOR, CAVITE**, a Local Government Unit existing under the laws of the Republic of the Philippines, with principal office at Bacoor Government Center Bayanan, Bacoor City, Cavite, herein represented by its Mayor, **HON. STRIKE B. REVILLA**, by virtue of Sanggunian Panglungsod Resolution No. _____,¹ dated _____, hereinafter referred to as the "LGU".

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

WITNESSETH: That

WHEREAS, Republic Act (R.A.) No. 11201 created the Department of Human Settlements and Urban Development (DHSUD) as the primary national government entity responsible for the management, policy, regulation, and program coordination of housing, human settlement, and urban development concerns;

WHEREAS, the *Pambansang Pabahay Para sa Pilipino (4PH) Program* is a government housing project through the Department of Human Settlement and Urban Development (DHSUD) in tandem with its key shelter agencies, which aims to service the housing needs of the Philippines for over six million families by 2028;

¹ Annex "A"

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 Bacoor City, Cavite, 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.

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 on 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 be limited to, social preparation, ISF census enumeration, socio-economic profiling, and the establishment of social parameters.

Section 3. EXECUTION OF A 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 realization of the Program in the City of Bacoor, Cavite.

Section 4. MISCELLANEOUS PROVISIONS:

4.1 MUTUAL UNDERSTANDING – This MOU contains the mutual understanding between the Parties on the subject matter, subject to the definitive agreement contemplated under Section 3 that the Parties may subsequently enter into.

It is understood that all terms and conditions herein provided are subject to and subordinate to the internal approvals, existing laws, rules, regulations, and circulars pertinent to the subject matter of this MOU. 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.

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 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 Understanding as a whole; and

4.7 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

[or Other Authorized DHSUD Official]

**CITY GOVERNMENT OF BACOR,
CAVITE**

By:

HON. STRIKE B. REVILLA

City Mayor

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
_____ } S.S.

BEFORE ME, personally appeared:

- | | |
|---|---------------------|
| 1) Jose Rizalino L. Acuzar
[or Other Authorized DHSUD
Official] | ID : _____ |
| | Issued On: : _____ |
| | Issued By: : _____ |
| | Expires On: : _____ |
| 2) Strike B. Revilla | 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 institutions and local government unit represented.

This Memorandum of Understanding consists of ____ () 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.

NOTARY PUBLIC

Doc No. _____
Page No. _____
Book No. _____
SERIES of 2023 _____