



Republic of the Philippines
Province of Cavite
City of Bacoor

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: ARIEL

DATE: 5/19/23 TIME: 2:00 P.M.
BACOR CITY, CAVITE

5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON FINANCE, BUDGET AND APPROPRIATION

AND

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN
DEVELOPMENT

JOINT COMMITTEE REPORT

NO. FBA-132-S-2023

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY GOVERNMENT OF BACOR AND HOME DEVELOPMENT MUTUAL FUND RELATIVE TO THE AFFORDABLE HOUSING LOANS BEING EXTENDED TO QUALIFIED Pag-IBIG FUND MEMBERS UNDER THE -END-USER HOME FINANCING – PCR-291-2023 dated May 15, 2023

Referred to this Joint Committee is the above-subject matter for appropriate action and recommendation.

Councilor Jose Alde Pagulayan informed the Honorable Members of the Sangguniang Panlungsod that the subject Memorandum of Understanding between the City Government of Bacoor and the Home Development Mutual Fund (HDMF) have already been signed by the City Mayor, Honorable Strike B. Revilla due to its urgency.

For that matter, Hon. Pagulayan moved that the proposed Resolution be removed from the agenda, and to request the Secretary of the Sangguniang Panlungsod to coordinate and clarify the same with the Office of the City Legal Service.

RECOMMENDATION:

In view of the foregoing, the Joint Committee concurred with the removal of the subject Item No. F.1.2 from the Agenda and noted that the subject Memorandum of Understanding had already been signed by the City Mayor, Hon. Strike B. Revilla.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

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

Signed this day of May 2023 at the City of Bacoor, Cavite.

THE COMMITTEE ON FINANCE, BUDGET AND APPROPRIATION


HON. ROGELIO M. NOLASCO
Chairman


HON. CATHERINE S. EVARISTO
Vice Chairperson


HON. REYNALDO D. PALABRICA
Member


HON. VICTORIO L. GUERRERO, JR.
Member



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

THE COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

HON. ALDE JOSELITO F. PAGULAYAN
Chairman

HON. ADRIELITO G. GAWARAN
Vice Chairman

HON. SIMPLICIO G. DOMINGUEZ
Member

HON. ALEJANDRO F. GUTIERREZ
Member

Prepared by:

ROBERTO A. DE GUZMAN

Local Legislative Staff Assistant I



Republic of the Philippines
Province of Cavite
City of Bacoor

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
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DATE: 5/19/23 TIME: 2:00
BACOOD CITY, CAVITE

5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON FINANCE, BUDGET AND APPROPRIATION

AND

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN
DEVELOPMENT

EXCERPT FROM THE MINUTES OF 43rd REGULAR SESSION
NO. FBA-132-S-2023

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY GOVERNMENT OF BACOOD AND HOME DEVELOPMENT MUTUAL FUND RELATIVE TO THE AFFORDABLE HOUSING LOANS BEING EXTENDED TO QUALIFIED Pag-IBIG FUND MEMBERS UNDER THE -END-USER HOME FINANCING – PCR-291-2023 dated May 15, 2023

Hon. Rowena B. Mendiola, Vice Mayor/Presiding Officer called the session to Order.

X X X

SP Secretary Atty. Khalid Atega, :

Read Item No. G.2.3 PCR 291-2023. A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY GOVERNMENT OF BACOOD AND HOME DEVELOPMENT MUTUAL FUND RELATIVE TO THE AFFORDABLE HOUSING LOANS BEING EXTENDED TO QUALIFIED Pag-IBIG FUND MEMBERS UNDER THE -END-USER HOME FINANCING.

Hon. Rowena B. Mendiola:

Recognized Councilor Jose Alde Pagulayan.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

Councilor Jose Alde Pagulayan:

Discussed the subject Memorandum of Understanding.

Informed the Honorable Members of the Sangguniang Panlungsod that the said Memorandum of Understanding (MOU) between the City Government of Bacoor and the Home Development Mutual Fund (HDMF) had already been signed by the City Mayor, Honorable Strike B. Revilla due to its urgency.

Requested that the Secretary of the Sanggunian Panlungsod be directed to clarify with the Office of the City Legal Service the action of sending the matter to the Sangguniang Panlungsod considering that the said MOU was already signed by the City Mayor.

Moved that the proposed Resolution under G.2.3 be removed from the Agenda.

Honorable Member of Sangguniang Panlungsod:

Upon the suspension of internal rules, the motion of Hon. Councilor Alde Pagulayan was unanimously seconded and approved.

Prepared by:


ROBERTO A. DE GUZMAN
Local Legislative Staff Assistant I

APPROVED:


HON. ROGELIO M. NOLASCO
Chairman

Committee on Finance, Budget and Appropriation

F.1.2 PCR 291-2023 – RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY GOVERNMENT OF BACCOOR AND HOME DEVELOPMENT MUTUAL FUND RELATIVE TO THE AFFORDABLE HOUSING LOANS BEING EXTENDED TO QUALIFIED Pag-IBIG FUND MEMBERS UNDER THE END-USER HOME FINANCING PROGRAM.

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (the "Agreement") is entered into this ___ day of 20, 2023 (the "Effective Date") at CITY OF BACCOOR by and between:

HOME DEVELOPMENT MUTUAL FUND, a government financial institution duly organized and existing under and by virtue of Republic Act No. 9679, with principal office and postal address at Petron Mega Plaza, 358 Sen. Gil Puyat Avenue, Makati City, hereinafter referred to as "**Pag-IBIG Fund**", represented in this Act by its Chief Executive Officer, **Ms. MARILENE C. ACOSTA**;

and

The **CITY GOVERNMENT OF BACCOOR**, a local government unit existing under the laws of the Republic of the Philippines, with principal office located at Bacoor Government Center, Molino Boulevard, Barangay Bayanan, City of Bacoor, Cavite, hereinafter referred to as the "**LGU BACCOOR**", represented in this Act by its Local Chief Executive, **Hon. STRIKE B. REVILLA** duly authorized for the purpose, conferred and embodied in City Resolution No. 2022-136, Series of 2022 approved Dec. 5, 2022 of the City Council of Bacoor, attached hereto as Annex A.

"PARTY" shall mean Pag-IBIG Fund or LGU BACCOOR, if applicable, while the term "PARTIES" shall mean Pag-IBIG Fund and LGU BACCOOR, collectively.

WITNESSETH:

WHEREAS, Pag-IBIG Fund is one of the premier financial institutions in the country which aims to establish, develop, promote and integrate a nationwide mutual provident savings system suitable for the needs of the employed and other earning groups, and to motivate them to better plan and provide for their housing needs by becoming qualified members of **Pag-IBIG Fund**;

WHEREAS, the Pag-IBIG Fund extends affordable housing loans to qualified **Pag-IBIG Fund** members under its End-User Home Financing Program;

WHEREAS, LGU BACCOOR envisions to contribute in the improvement of the quality of life of its project beneficiaries, who are employees of the City Hall, by promoting home ownership;

WHEREAS, LGU BACCOOR will identify a site/land which is suitable for the Housing Project to complement and address the housing needs of the target beneficiaries;

WHEREAS, LGU BACCOOR and **Pag-IBIG Fund** have expressed their willingness to complement each other and jointly help to pursue the government programs and provide the necessary support and assistance to develop and implement the housing loan program for its project beneficiaries;

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NOW THEREFORE, for and in consideration of the foregoing premises, herein parties hereto have mutually agreed to undertake the following:

I. UNDERTAKINGS

A. LGU BACCOOR's UNDERTAKINGS

1. To provide or identify land that can be developed as its Housing Project for its project beneficiaries;
2. To identify qualified project beneficiaries based on the eligibility requirements provided in the **Pag-IBIG Fund's** housing loan program;
3. To promote to the project beneficiaries the housing loan programs of Pag-IBIG Fund and assist them in their application for **Pag-IBIG Fund** Housing Loans; and
4. To enter into a Collection Servicing Agreement with **Pag-IBIG Fund** for the collection of the monthly amortization and payment of the beneficiaries.

B. Pag-IBIG Fund's UNDERTAKINGS

1. To extend individual housing loan to qualified beneficiaries of the **LGU BACCOOR** housing project, subject to prevailing housing loan policies and guidelines;
2. To provide housing loan orientation/counseling;
3. To enter into a Collection Servicing Agreement with **LGU BACCOOR** for the collection of the housing loan monthly amortization and payments of the project beneficiaries; and
4. To assist **LGU BACCOOR** in coordinating with other Key Shelter Agencies.

II. NON-LIABILITY OF THE PARTIES

This Agreement shall not give rise to any legal right in favor of, or an enforceable obligation against, any of the parties. **LGU BACCOOR** and **Pag-IBIG Fund** agree that failure of one party to perform its undertaking under this agreement shall not be a basis for a claim by one against the other and does not give rise to any liability whatsoever.

III. AMENDMENTS

This Agreement may be amended only in writing duly signed by the authorized representatives of all parties hereto.

IV. EFFECTIVITY AND TERMINATION

This Agreement shall take effect on the Effective Date and shall remain valid and effective until sooner revoked, cancelled or terminated by either PARTY at any








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time by service of written notice by one PARTY to the other at least thirty (30) days prior to the intended date of termination or cancellation.

V. DATA PRIVACY


Whenever applicable, in performing its obligations under this Agreement, both PARTIES shall, at all times, comply with the provisions of Republic Act No. 10173 or the Data Privacy Act of 2012, its implementing rules and regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy and the protection of personal information at its own cost. Each PARTY shall be responsible and undertake the applicable obligations under the Data Privacy Act of 2012 for the personal information which such PARTY determined to have collected and/or processed, and shall hold the other PARTY (who did not collect and/or process personal information) free and harmless from any damages or liabilities which might arise as a result of such collection and processing.

VI. GOVERNING LAW


This Agreement shall be governed and construed according to the laws of the Republic of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before the court of competent jurisdiction in the City of Bacoor, Cavite, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties hereunto set their hands this 17 of NOV 2023 2023, in CITY OF BACOR Philippines.

HOME DEVELOPMENT MUTUAL FUND

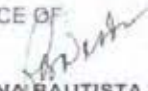

MARILENE C. ACOSTA
Chief Executive Officer

CITY GOVERNMENT OF BACOR


HON. STRIKE B. REVILLA
City Mayor
City Resolution No. 2022-136
Series of 2022

SIGNED IN THE PRESENCE OF:


BENJAMIN R. FELIX, JR.
Acting Deputy Chief Executive Officer
Home Lending Operations Cluster


ROWENA BAUTISTA-MENDIOLA
City Vice-Mayor
City Government of Bacoor

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ACKNOWLEDGMENT

Republic of the Philippines)
City of CITY OF BACOR, S.S.

BEFORE ME, a Notary Public in and for the City of CITY OF BACOR,
day of MAR 17, 2023, personally appeared **Hon. STRIKE B. REVILLA** who has
satisfactorily proven to me his identity through his I.D. No. _____
valid until _____, that he is the same person who executed and
voluntarily signed the foregoing Memorandum of Understanding which he
acknowledged before me as his free and voluntary act and deed, that he is acting
as the representative of the respective/attorney-in-fact of the **CITY GOVERNMENT
OF BACOR**, and that he has the authority to sign in such capacity.

The foregoing Memorandum of Understanding consisting of five (5) pages,
including this page on which this acknowledgment is written has been signed on
the left margin of each and every page by the parties and the witnesses.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

Doc. No. 46 :
Page No. 11 :
Book No. 92 :
Series of 20 23

ATTY. EUGENE DE JESUS
NOTARY PUBLIC
UPPER GROUND, NEW BALS CITY GOVERNMENT
CENTER MALASANG RD, BALS CITY, CAVITE
PTR. NO. ML686046; 7-8-2017; CAVITE
P.L. LIFETIME MEMBER NO. 001534
ROLL NO. 59446
MCLE 19-0277345 / APRIL 2022

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ACKNOWLEDGMENT

Republic of the Philippines)
City of _____ S.S.
CITY OF BACOD

BEFORE ME, a Notary Public in and for the City of CITY OF BACOD this _____ day of May 17 2023, personally appeared **MARILENE C. ACOSTA** who has satisfactorily proven to me her identity through her I.D. No. _____ valid until _____, that she is the same person who executed and voluntarily signed the foregoing Memorandum of Understanding which she acknowledged before me as her free and voluntary act and deed, that she is acting as the representative of the respective/attorney-in-fact of the **HOME DEVELOPMENT MUTUAL FUND**, and that she has the authority to sign in such capacity

The foregoing Memorandum of Understanding consisting of five (5) pages, including this page on which this acknowledgment is written has been signed on the left margin of each and every page by the parties and the witnesses.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

Doc. No. 47
Page No. 11
Book No. 92
Series of 2023

ATTY. EUGENE L. DE JESUS
NOTARY PUBLIC
UPPER GROUP, CITY GOVERNMENT
CENTER MALABASANG I.G. MALIBU CITY, CAVITE
PTR NO. NL4562493; 7-4-2017, CAVITE
NSP LIFETIME MEMBER NO. 201524
ROLL NO. 8946
MDLE N-0217345 / APRIL 2022

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Republic of the Philippines
 PROVINCE OF CAVITE
 City of Bacoor

CERTIFIED TRUE COPY
 Date: 12/13/2022
 RAFAEL G. ALABAR
 ADMIN. OFFICER III

OFFICE OF THE SANGGUNIANG PANLUNGSOD

CITY RESOLUTION NO. 2022-136
 Series of 2022

DISTRICT I
 HON. CATHERINE SARINO-EVARISTO
 City Councilor

HON. MICHAEL E. SOLIS
 City Councilor

HON. ADRIELITO G. GAWARAN
 City Councilor

HON. VICTORIO L. GUERRERO, JR.
 City Councilor

HON. ALEJANDRO F. GUTIERREZ
 City Councilor

HON. LEYDI M. TELA
 City Councilor

DISTRICT II
 HON. ROBERTO L. ADVINCULA
 City Councilor

HON. REYNALDO D. PALABRICA
 City Councilor

HON. REYNALDO M. FABIAN
 City Councilor

HON. ROGELIO M. NOLASCO
 City Councilor

HON. ALDE JOSE F. PAGULAYAN
 City Councilor

HON. SIMPLICIO G. DOMINGUEZ
 City Councilor

HON. RAMON N. BAUTISTA
 Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
 SKT-President

Attested by:
 ATTY. RAJID ALATZA, JR.
 Sangguniang Panlungsod Secretary

Certified by:
 HON. ROWENA BAUTISTA-MENDIOLA
 City Vice-Mayor

Noted by:
 HON. STRIKE B. REVILLA
 City Mayor

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY GOVERNMENT OF BACCOOR AND PAG-IBIG FUND RELATIVE TO ITS END-USER HOME FINANCING PROGRAM FOR EMPLOYEES OF THE CITY GOVERNMENT OF BACCOOR.

Sponsored by:

HON. ALDE JOSE F. PAGULAYAN

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adriello G. Gawaran, Hon. Victorio L. Guerrero, Jr., Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Jose F. Pagulayan, Hon. Reynaldo D. Palabrica, and Hon. Michael E. Solis

WHEREAS, the improvement of the quality of life of the employees of the City of Bacoor through the promotion of home ownership is one of the priority programs of the City Government,

WHEREAS, the Home Development Mutual Fund (referred to hereafter as the "PAG-IBIG Fund") extends affordable housing loans to qualified members pursuant to Republic Act No. 9679 (R.A. No. 9679) or the Home Development Mutual Fund Law of 2009,

WHEREAS, pursuant to R.A. No. 9679, the PAG-IBIG Fund covers government employees as members of the Government Service Insurance System,

WHEREAS, the PAG-IBIG Fund is implementing its mandate through the End-User Home Financing Program under Memorandum Circular No. 396 (Modified Guidelines on the PAG-IBIG Fund End-User Home Financing Program),

WHEREAS, loans under the End-User Home Financing Program may be used to construct residential units on residential lots owned by the borrower,

WHEREAS, the End-User Home Financing Program does not identify or provide land on which these residential units shall be built,

WHEREAS, the local government of the City of Bacoor is in the position to provide or identify land that can be developed as part of its Socialized Housing Project,

WHEREAS, the local government of the City of Bacoor is in the position to promote to the project beneficiaries the housing loan programs of the PAG-IBIG Fund,

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Republic of the Philippines
 PROVINCE OF CAVITE
 City of Bacoor

CERTIFIED TRUE COPY
 12/13/2022
 RAFAEL G. ALAGAR
 ADMIN. OFFICER III

OFFICE OF THE SANGGUNIANG PANLUNGSOD

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
 City Councilor

HON. MICHAEL E. SOLIS
 City Councilor

HON. DABRIELITO G. GAWARAN
 City Councilor

HON. VICTORIO L. GUERRERO, JR.
 City Councilor

HON. ALEJANDRO F. SUTIERREZ
 City Councilor

HON. LEY M. TELA
 City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
 City Councilor

HON. REYNALDO D. PALABRICA
 City Councilor

HON. REYNALDO M. FABIAN
 City Councilor

HON. ROGELIO M. NOLASCO
 City Councilor

HON. ALIX KONSTANTIN POGULAYAN
 City Councilor

HON. SIMPOCIO G. DOMINGUEZ
 City Councilor

HON. RAMON R. BAUTISTA
 Liga ng mga Barangay President

HON. MAC RAVEN ESPRITU
 Socy-President

Attested by

ATTY. RAFAEL A. ALAGA, JR.
 Sangguniang Panlungsod Secretary

Certified by

HON. ROWENA BAUTISTA-MENDIOLA
 City Vice-Mayor

Noted by

HON. STRINE S. REVILLA
 City Mayor

WHEREAS, the local government of the City of Bacoor can assist in the collection of the monthly amortization and payment of the beneficiaries of the housing loans.

WHEREAS, on November 28, 2022, the Sangguniang Panlungsod of the City of Bacoor received a request from the City Mayor for authority to enter into and sign a Memorandum of Understanding with the PAG-IBIG Fund. The proposed Memorandum of Understanding is incorporated herein and is made an integral part of this Resolution.

WHEREAS, under the proposed Memorandum of Understanding, the City Government of Bacoor will undertake to provide support and assistance to the employees of the City Government who are qualified beneficiaries of the PAG-IBIG Fund by identifying and/or providing sites of land that are suitable for the construction of residential homes funded by the PAG-IBIG Fund's housing loans and by assisting the PAG-IBIG Fund in the collection of the monthly amortization of the beneficiaries.

WHEREAS, under the proposed Memorandum of Understanding, the PAG-IBIG Fund will undertake to extend individual housing loans to qualified beneficiaries of the Socialized Housing Project of the City of Bacoor and to provide housing loan orientation and counseling.

WHEREAS, the proposed Memorandum of Understanding, if signed and implemented, will promote home ownership among the employees of the City Government of Bacoor and will improve their quality of life.

WHEREAS, the City Mayor has the power to represent the City in its business transactions and sign in its behalf all contracts upon authority of the Sangguniang Panlungsod under Republic Act No. 7160 or the Local Government Code of 1991 and Republic Act No. 10160 or the Charter of the City of Bacoor.

NOW THEREFORE, upon motion of Hon. Aide Josecito F. Pogulayan unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor to enter into and sign the proposed Memorandum of Understanding with the PAG-IBIG Fund.

RESOLVED LASTLY, to furnish the Office of the City Mayor, PAG-IBIG Fund, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED on the 5th day of December, 2022 of the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor, Cavite.

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Republic of the Philippines
 PROVINCE OF CAVITE
 City of Bacoor

CERTIFIED TRUE COPY
 2022 August 12/12/2022
 RAQUEL G. ALAGAR
 ADMIN. OFFICER III

OFFICE OF THE SANGGUNIANG PANLUNGSOD

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

- DISTRICT I
- HON. CATHERINE SARINO-EVARISTO
 City Councilor
- HON. MICHAEL E. SOLIS
 City Councilor
- HON. DRIELITO G. GAWARAN
 City Councilor
- HON. VICTORIO L. GUEVARA, JR.
 City Councilor
- HON. ALEJANDRO F. GUTIERREZ
 City Councilor
- HON. LEVI M. TELA
 City Councilor

Certified by:

 HON. ROWENA BAUTISTA-MENDIOLA
 City Vice Mayor

Attested by:

 ATTY. KHALID A. ATEGA JR.
 Sangguniang Panlungsod Secretary

- DISTRICT II
- HON. ROBERTO L. ADVINCULA
 City Councilor
- HON. REYNALDO D. PALABRICA
 City Councilor
- HON. REYNALDO M. FABIAN
 City Councilor
- HON. ROGELIO M. KOLASCO
 City Councilor

Noted by:

 HON. STRIKE B. REVILLA
 City Mayor

- HON. ALDE JOSE LITOF PAGULAYAN
 City Councilor
- HON. SIMPLICIO G. DOMINGUEZ
 City Councilor
- HON. RAMON R. BAUTISTA
 Uga nga mga Barangay President
- HON. MAC RAVEN ESPIRITU
 SKP President

Attested by:
 ATTY. KHALID A. ATEGA, JR.
 Sangguniang Panlungsod Secretary

Certified by:
 HON. ROWENA BAUTISTA-MENDIOLA
 City Vice-Mayor

Noted by:
 HON. STRIKE B. REVILLA
 City Mayor

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