

Republic of the Philippines Province of Cavite CITY OF BACOOR







COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT AND COMMITTEE ON RULES, PRIVILEGES, LAWS AND ORDINANCES

JOINT COMMITTEE REPORT

NO. HLUUD 004 S-2025



Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE HUMAN SETTLEMENTS ADJUDICATION COMMISSION (HSAC) REGARDING TO THE ESTABLISHMENT OF AN HSAC SATELLITE OFFICE IN THE CITY OF BACOOR, CAVITE. (PCR 041-2025 dated July 21, 2025).

The above-captioned legislative measure was submitted on First Reading before the City Council on July 21, 2025. The committee held a special joint committee hearing on July 24, 2025, at 1:30 pm. It was presided over by the Chairperson of the Committee on Housing, Land Utilization and Urban Development, Hon. Horacio M. Brillantes Jr. The minutes, attendance sheets, and picture taken during the said hearing are attached hereto and shall be made integral parts of this report.

FINDINGS:

The City Government of Bacoor, a highly urbanized locality in the Province of Cavite, continues to experience rapid urban growth and a corresponding increase in the demand for low-cost housing, proper urban planning, and the resolution of land and housing-related disputes. Recognizing the necessity of a coherent legal and institutional framework to address these challenges, the city government has initiated collaborative efforts with relevant national agencies. One such agency is the Human Settlements Adjudication Commission (HSAC), a quasi-judicial body under the Department of Human Settlements and Urban Development (DHSUD), mandated to resolve disputes relating to real estate development, homeowners' associations, and related housing concerns.

RECOMMENDATION:

Due to the urgent nature of the said proposed measure, the City Council unanimously voted to suspend their internal rules. With the said Rules suspended, Hon. Horacio M.

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Republic of the Philippines Province of Cavite CITY OF BACOOR





Brillantes Jr. moved for the approval of the proposed measure which aims to provide client a just, speedy, impartial, transparent, and inexpensive resolution of cases pertaining to housing and real estate development, zoning and land use controversies, and homeowners and homeowners' associations disputes for the benefit of the people of the City of Bacoor and the general public.

In view of the foregoing, the committees respectfully recommends that the proposed city resolution mentioned above be APPROVED.

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

Signed this 25th day of July 2025 at the City of Bacoor, Cavite.

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

HON. HORACIO M. BRILLANTES JR.

Chairman

HON, ADRIBLITO G. GAWARAN

Vice-Chairman

Member - Committee on Rules, Privileges, Laws and Ordinances

HON. SIMPLICIO G. DOMINGUEZ

Member

Member

C. FRANCISCO

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COMMITTEE ON RULES, PRIVILEGES, LAWS AND ORDINANCES

HON, REYNALDO D. PALABRICA Chairman

HON. LEVY M

Vice-Chairman

HON. REYNALDO M. FABIAN

Member

JOINT COMMITTEE REPORT NO. HLUUD 004 S-2025 PCR 041-2025 - MOA WITH HSAC





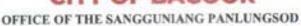








CITY OF BACOOR





COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT COMMITTEE ON RULES, PRIVILEGES, LAWS AND ORDINANCES

MINUTES OF JOINT COMMITTEE HEARING

NO. HLUUD 004 S-2025



Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE HUMAN SETTLEMENTS ADJUDICATION COMMISSION (HSAC) REGARDING TO THE ESTABLISHMENT OF AN HSAC SATELLITE OFFICE IN THE CITY OF BACOOR, CAVITE. (PCR 041-2025 dated July 21, 2025).

The joint committee hearing was executed on July 24, 2025, at 1:30 pm at the Sangguniang Panlungsod Session Hall, 6th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy. Bayanan, City of Bacoor, Cavite. It was presided over by Committee on Housing, Land Utilization and Urban Development Chairman, Hon. Horacio Brillantes Jr., Vice-Chairman Hon. Adrielito Gawaran, Member Hon. Simplicio Dominguez and Member Hon. Randy Francisco.

Also Present:

- · Hon. Reynaldo Palabrica
- · Hon. Levy Tela
- · Hon. Reynaldo Fabian
- Atty. Marco Mendoza
- Fidel Exconde Jr.

Divine Ibba

- OCLS
- OIC Executive Commissioner HSAC

The City of Bacoor is continuously growing as an urbanized community and experiences an upsurge demand for low-cost housing. There is also a need for appropriate urban planning and a commitment to resolve land and housing disputes. With the City Government's conscious effort to consistently find ways to address these challenges, a collective effort with relevant national agencies has been recognized. The Human Settlements

MINUTES OF JOINT COMMITTEE HEARING NO. HLUUD 004 S-2025 PCR 041-2025 – MOA WITH HSAC Page 1 of 2









CITY OF BACOOR





Adjudication Commission (HSAC), a quasi-judicial body under the Department of Human Settlements and Urban Development (DHSUD), has been authorized to handle conflicts in relation with Real Estate Development, Homeowners' Associations and other related housing concerns.

Due to the urgency of this matter, Honorable Horacio Brillantes, Jr., moved for the approval of the proposed measure, with the intent to provide all involved parties a prompt, transparent and economical resolution of cases.

Honorable Reynaldo Palabrica moved for the adjournment of the Joint Committee Hearing duly seconded by the presiding officer City Councilor Honorable Horacio Brillantes, Jr.

The Joint Committee Hearing was adjourned at exactly 1:35 PM.

Prepared by

ROSETTE M. LARUA

Local Legislative Staff Assistant 1

Attested by

COUN. HORACIO M. BRILLANTES, JR.

Chairman

Committee On Housing, Land Utilization and Urban Development

MINUTES OF JOINT COMMITTEE HEARING NO. HLUUD 004 S-2025 PCR 041-2025 - MOA WITH HSAC



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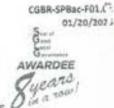






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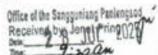




COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT COMMITTEE ON RULES, PRIVILEGES, LAWS AND ORDINANCES

ATTENDANCE OF JOINT COMMITTEE HEARING

(PROOF OF RECEIPT) (July 24, 2025 1:30 PM)



(Sangguniang Panlungsod Session Hall, 6th Floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy Bayanan, City of Bacoor, Cavite)

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE HUMAN SETTLEMENTS ADJUDICATION COMMISSION (HSAC) REGARDING TO THE ESTABLISHMENT OF AN HSAC SATELLITE OFFICE IN THE CITY OF BACOOR, CAVITE. (PCR 041-2025 dated July 21, 2025).

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
Hon. Adrielito Gawaran	SP		- April 2
Hon. Simplicio Dominguez	SP		any
Hon. Randy Francisco	SP		
Hon. Reynaldo Palabrica	SP		1
Hon. Levy Tela	SP		1 how
Hon. Reynaldo Fabian	SP		SHI
Atty. Kim Nyca Lofranco	OCLS		fil 7/
DIVINE IBBA	HSAC		duble 7484/25
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ATTENDANCE OF JOINT COMMITTEE HEARING NO. HLUUD 006 \$-2025 PCR 041-2025 – MOA WITH H5AC Page 1 of 1









CITY OF BACOOR OFFICE OF THE SANGGUNIANG PANLUNGSOD





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COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT COMMITTEE ON RULES, PRIVILEGES, LAWS AND ORDINANCES

NOTICE OF JOINT COMMITTEE HEARING

(PROOF OF RECEIPT) (July 24, 2025 1:30 PM) Office of the Sangguniang Panlungsodye Received bas: Jonga Pringi25 0

(Sangguniang Panlungsod Session Hall, 6th Floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy Bayanan, City of Bacoor, Cavite)

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE HUMAN SETTLEMENTS ADJUDICATION COMMISSION (HSAC) REGARDING TO THE ESTABLISHMENT OF AN HSAC SATELLITE OFFICE IN THE CITY OF BACOOR, CAVITE. (PCR 041-2025 dated July 21, 2025).

BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
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NOTICE OF JOINT COMMITTEE HEARING NO. HLUUD 006 S-2025 PCR 041-2025 – MOA WITH HSAC







CITY OF BACOOR





Office of the Sangguniang Panlungsot, Received by: Jegga Pring 20













PHOTO DOCUMENTATION OF JOINT COMMITTEE HEARING NO. HLUUD 006 S-2025 PCR 041-2025 -MOA WITH HSAC

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Cell no 24/181800



Republic of the Philippines Province of Cavite CITY OF BACOOR





SANDQUNIAND PANLUNGSOD BACOORGITY, CAVITE

ENDORSEMENT

TO:

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor

THRU:

ATTY, KHALID A. ATEGA, JR.

Sangauniana Panlungsod Secretary Office of the Sangguniang Panlungsod

SUBJECT:

ENDORSEMENT FOR A RESOLUTION AUTHORIZING THE CITY

MAYOR TO SIGN THE MOA WITH HSAC

DATE

14 JULY 2025

Respectfully endorsed for your favorable consideration is the request for the passage of a Resolution authorizing Hon. Strike B. Revilla, City Mayor of Bacoor. to enter into and sign, for and on behalf of the City Government of Bacoor, the Memorandum of Agreement with Human Settlements Adjudication Commission.

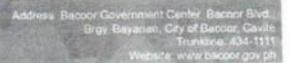
In view of the foregoing, may we request the Honorable Body to enact the necessary Resolution at the soonest possible time.

Thank you for your prompt attention and usual support.

ATTY. AIMEE TORREFRANCA-NERI City Administrator













MEMORANDUM

MAYOR STRIKE B. REVILLA

City of Bacour

ATTY. AIMEE TORREFRANCA-NERI

MEMORANDUM OF AGREEMENT RE: REGIONAL ADJUDICATION BRANCH REGION IV-A BACOOR

EXTENSION OFFICE

10 July 2025

The understaned veislass to inform you that we have copied in form the Momorandian of Agreement which had previously established a satellite office of the Himmer Settlements Adjudication Commission in Bacony Circ. We have also identified the location of the site, the building for the office, and its total fluor area through the building inspection conducted vesterday, on July 2023. Attached is the final draft of the Memorandum of Agreement on the Regional Adjudication Branch Region IV-A Bareira

We are honored to be considered a salued partner in our shared mundate for the efficient delivery of public service.

DIC EXECUTIVE COMMISSIONER FIBEL J. EXCONDE, JR.

MEMORANDUM OF AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (hereinafter referred to as the Agreement) made and entered into on _____ at _____ by and between the:

HUMAN SETTLEMENTS ADJUDICATION COMMISSION, an purely quasi-judicial agency, duly organized and existing under and by virtue of Republic Act No. 11201, with principal and central office address at HLURB Building, Kalayaan Avenue corner Mayaman St., Diliman, Quezon City, Metro Manila 1101, represented herein by its Officer-in-Charge Executive Commissioner, FIDEL J. EXCONDE, JR., and hereinafter called the "HSAC";

AND

CITY GOVERNMENT OF BACOOR, CAVITE, a local government unit, duly organized and existing under and by virtue of Republic Act No. 10160 in relation to Republic Act No. 7160, with principal and main office address at Molino Boulevard, Bacoor, Cavite, represented herein by its City Mayor, STRIKE B. REVILLA, and hereinafter called the "BACOOR-LGU";

HSAC and BACOOR-LGU are herein collectively called the "Parties".

WITNESSETH:

WHEREAS, HSAC, as quasi-judicial agency, aims to provide the public equal access to its legal processes. In line with its mandates, it is geared towards providing clients a just, speedy, impartial, transparent, and inexpensive resolution of cases pertaining to housing and real estate development, zoning and land use controversies, and homeowners and homeowners associations disputes;

WHEREAS, HSAC welcomes the opportunity to collaborate and partner with the concerned local government unit as it proactively supports the pursuit of the government for excellence in the delivery of services to its clientele, stakeholders, and the general public;

WHEREAS, the BACOOR-LGU, through its incumbent City Mayor, has proposed and expressed its willingness to collaborate and partner with HSAC for the establishment of HSAC RAB IV-A's extension office in Bacoor City to ensure that concerned constituents of the province of Cavite, particularly the City of Bacoor, and such other nearby cities and municipalities within RAB IV-A's jurisdiction, are afforded adequate and equal access to its legal processes.

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

Section 1. OBLIGATIONS OF BACOOR-LGU:

- a. Provide and allocate to HSAC RAB IV-A an office space with an area at least 500 sq. m., located at the 5th Floor, Archives Building, Bacoor Government Center, Bayanan, City of Bacoor, that is suitable and conducive to the function of HSAC as a purely quasi-judicial agency and the services it will provide to the public, inclusive of free parking and utilities such as electricity, water, telephone, and internet. The office should be convenient for the public and accessible by public transportation. It shall serve HSAC RAB 4A's clients and stakeholders from the City of Bacoor and other nearby cities and municipalities within its jurisdiction;
- Assign and detail at least three (3) competent and able local government personnel to assist in the administrative and operational needs of the extension office and in the delivery of services to its clients;
- Assign security personnel to maintain order and decorum within and around the office, and ensure safety for HSAC's personnel and its clients, particularly during hearings;
- d. Shoulder all the salary and benefits of the assigned local government personnel, as well as the expenses for maintaining and securing the office;
- e. Voluntarily withdraw any assigned/detailed personnel due to unsatisfactory performance, absenteeism, tardiness, loafing, serious misconduct, fraud, breach of confidentiality, insubordination, or other analogous causes, and impose necessary sanctions to the said personnel, without prejudice to that which may be imposed by the HSAC;
 - Such cases shall be reported by HSAC to the BACOOR-LGU through an incident report. The BACCOR-LGU shall thereafter provide HSAC a formal report on the action taken with regard to the erring personnel;
- f. Ensure that any and all information obtained by the assigned/detailed personnel during the course of his or her service to HSAC, especially those that are confidential or privileged in nature, which shall include those relating to cases, the parties thereto, officers and employees of HSAC and their records, and similar information, be kept strictly confidential and not to be divulged in any manner to any person, natural or juridical;

- g. Ensure that the assigned local government personnel shall strictly observe the provisions of their Non-Disclosure Agreement (NDA), and the Code of Conduct and Ethical Standards for Public Officials and Employees; and
- h. Assume full responsibility and liability over the assigned local government personnel during the entire duration of the assignment to HSAC. Hold HSAC free and harmless for all injuries and sickness they may sustain or may cause to a third party, including those that may be sustained by the assigned local government personnel in going to or from the extension office.

Section 2. OBLIGATIONS OF HSAC:

- a. Provide the assigned personnel with the necessary supervision, orientation, and training in the effective performance of their assigned tasks;
- b. Provide the residents of Bacoor and its clients access to its services, such as queries on the Rules of Procedure of HSAC, filing of complaints and payment of docket fees, in-person or virtual hearings, case status, access to records, issuance of certifications, and such other services incidental to the hearing and resolution of HSAC cases;
- Submit an incident report to the BACOOR-LGU of any infraction committed by or untoward incident involving the assigned local government personnel;
- d. Formulate, in consultation with the incumbent City Mayor of the BACOOR-LGU and/or his duly authorized representative, a Memorandum Circular prescribing additional guidelines, consistent with this MOA, necessary for its effective and efficient implementation, within thirty (30) calendar days from the signing hereof or as may be needed.

Section 3. ENTIRE AGREEMENT, SEVERABILITY AND NON-WAIVER OF RIGHT:

a. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties with respect to the subject matter of this Agreement. No agreements, understandings, commitments, discussions, warranty, representations, or other covenants, whether oral or written, between the Parties are included in this Agreement as set forth herein; 41 1-01

- b. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited;
- c. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Section 4. AMENDMENT, TERMINATION, ARBITRATION, GOVERNING LAW AND EFFECTIVITY:

- This Agreement may be modified or amended, if the amendment is made in writing and is signed by both Parties;
- b. The Parties may terminate this Agreement, in whole or in part, at any time for its convenience, if the existence of conditions is determined to cause the Agreement's implementation to be economically, financially or technically impractical and/or unnecessary, such as but not limited to fortuitous event/s or changes in law and national government policies. This Agreement may be terminated by any of the Parties by serving a Notice of Termination at least thirty (30) calendar days before the date of the intended termination;
- c. The Parties shall as often as possible mutually consult with each other with respect to the performance of their respective obligations under this Agreement. The Parties shall exert their best efforts to properly resolve any differences or disagreements with respect to any dispute that may arise in connection with this Agreement. However, if such disagreement or differences persist despite efforts of the Parties to settle the same, it is mutually agreed upon that the dispute shall be resolved pursuant to the Rules on Alternative Dispute Resolution (ADR) for disputes between National Government Agencies and Local Government Units;
- d. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Arbitration or any action brought to enforce or interpret this Agreement shall be brought in the courts of the Quezon City, to the exclusion of all other courts;
- e. This Agreement shall take effect upon signing hereof by representatives of both parties. It shall remain in full force and

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effect until formally terminated by any of the parties within thirty (30) days after receipt of the formal notice;

f. Any change in the composition of the administration of both parties during the effectivity of this Agreement shall not in any way suspend or terminate the herein provisions unless for cause and upon mutual consent in writing of all parties concerned.

IN WITNESS WHEREOF, the Parties to this Agreement have hereto set their hands on the date and place stated above.

Human Settlements Adjudication Commission

City Government of Bacoor City, Cavite

By:

51

By:

Atty. FIDEL J. EXCONDE, JR. Hon. STRIKE B. REVILLA OIC-Executive Commissioner

City Mayor

Signed in the presence of:

HAROLD NW ALCANTARA

Chief Regional Adjudicator HSAC RAB IV-A

City of Bacoor

REPUBLIC OF THE PHILIPPINES

Quezon City

) 5.5.

ACKNOWLEDGMENT

BEFORE ME, this _

, personally appeared:

NAME

Competent Evidence of Identification

Date/Place of Issue

Human Settlements Adjudication Commission

Atty. Fidel J. Exconde, Jr.

Known to me to be the same person who executed the foregoing instrument, consisting of six (6) pages including the Acknowledgment, and he acknowledged to me that the same is his free and voluntary act and deed and of the entities they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the agency on the day, year and place above written.

> ADMINISTERING OFFICER

) s.s.

ACKNOWLEDGMENT

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

NAME

OF IDENTIFICATION

DATE/PLACE ISSUED

City Government of Bacoor, Cavite

Hon. STRIKE B. REVILLA

known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same are his own free and voluntary act and deed.

This instrument consists of six (6) pages, including this page where this acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL, this _____ Bacoor City, Cavite, Philippines.

NOTARY

Doc. No. _

Page No. _

Book No.

series of 2025.