

# OFFICE OF THE SANGGUNIANG PANLUNGSOD





COMMITTEE ON HOUSING, LAND UTILIZATION
AND URBAN DEVELOPMENT

#### REPORT OF THE COMMITTEE HEARING

NO. HLUUD 113 S-2025



Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE DEPARTMENT OF HUMAN SETTLEMENT AND URBAN DEVELOPMENT (DHSUD) PERTAINING TO THE PAMBANSANG PABAHAY PARA SA PILIPINO (4PH) AT BARANGAY DULONG BAYAN, BACOOR CITY, CAVITE. (PCR 831-2025 dated 19 May 2025)

The proposed resolution authorizing the City Mayor to sign a Memorandum of Agreement (MOA) with the Department of Human Settlement and Urban Development (DHSUD) was discussed during the 141st Regular Session on 26 May 2025. It was initially referred to the Committee on Housing, Land Utilization, and Urban Development, Chaired by Hon. Alde Joselito F. Pagulayan, during the 140th Regular Session on 19 May 2025.

The request came from the City Mayor, through the Sangguniang Panlungsod (SP), seeking legislative authority to enter into an MOA with DHSUD regarding the temporary use of an Eleven Thousand Forty-Seven (11,047) square-meter (sqm) Local Government Unit (LGU)-owned lot, covered by Original Certificate of Title (OCT) Nos. 2016000039 and 2016000040. The said lot will be used as a staging area and transitory shelter for Bacoor residents who are beneficiaries of the Pambansang Pabahay Para sa Pilipino (4PH) program, pending the construction of their permanent housing units.

The 4PH Program is implemented under Executive Order (EO) No. 34, s. 2023, designating DHSUD as the lead implementing agency.

#### FINDINGS:

The subject property is owned by the City Government of Baccor, having been acquired through deeds of absolute sale from private individuals in 2023.

The proposed resolution will allow the free use of the land for a period of three (3) years or until the 4PH housing project is completed, whichever comes first. Any extension of use will be subject to the approval of SP.

REPORT OF THE COMMITTEE HEARING NO. HLUUD 113 S-2025 PCR 831-2025 MOA WITH DHSUD PERTAINING TO THE 4PH DULONG BAYAN









## CITY OF BACOOR







The construction of the staging area will be undertaken by an authorized developer under the Balanced Housing Development Program.

#### RECOMMENDATION:

Upon due deliberation, the Committee respectfully recommends the APPROVAL of the proposed resolution authorizing the City Mayor to sign a MOA with DHSUD on behalf of the City Government of Bacoor for the implementation of the 4PH Program at Barangay Dulong Bayan, Bacoor City, Cavite.

This proposed partnership is deemed highly beneficial to Informal Settler Families (ISFs) and residents living in danger zones, as it will provide them with temporary shelter in preparation for their relocation to permanent housing under the 4PH Program.

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

Signed this 26th day of May 2025 at the City of Bacoor, Cavite.

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

OUN. ALDE JOSELITO F. PAGULAYAN

Chairman

COUN. ADRIBLITO G. GAWARAN

Vice Chairman

COUN. SIMPLICIO G. DOMINGUEZ

Member

GUTIERREZ COUN. ALEJANDRO

REPORT OF THE COMMITTEE HEARING NO. HLUUD 113 S-2025 PCR 831-2025 MOA WITH DHSUD PERTAINING TO THE 4PH DULONG BAYAN







## CITY OF BACOOR







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

#### MINUTES OF THE COMMITTEE HEARING

NO. HLUUD 113 S-2025

Office of the Sangguniang Pastungsod

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE DEPARTMENT OF HUMAN SETTLEMENT AND URBAN DEVELOPMENT (DHSUD) PERTAINING TO THE PAMBANSANG PABAHAY PARA SA PILIPINO (4PH) AT BARANGAY DULONG BAYAN, BACOOR CITY, CAVITE. (PCR 831-2025 dated 19 May 2025)

#### Committee Hearing Minutes Summary

22 May 2025 / 03:20 p.m.

#### Present:

HON. ALDE JOSELITO F. PAGULAYAN

HON, ADRIELITO G. GAWARAN

HON. SIMPLICIO G. DOMINGUEZ

HON, ALEJANDRO F. GUTIERREZ

HON, LEVY M. TELA

HON, REYNALDO D. PALABRICA

HON, ROGELIO M. NOLASCO

Chairperson

Vice Chairperson

Member

Member

City Councilor

City Councilor

City Councilor

#### Also Present:

MR. BARON VILLANUEVA

ARCH. LEI G. MACABUDBUD

MS. THERESE C. LEONCIO ENGR. SHERWIN VALERO

ATTY. MARIUS D. SUMIRA

HUDRD

HUDRD

City Assessors Office

Zoning and Land Devt Dept.

Office of the City Legal Services

MINUTES OF THE COMMITTEE HEARING NO. HLUUD 013 S-2025 PCR 831-2025 MOA WITH DHSUD PERTAINING TO THE 4PH DULONG BAYAN









## CITY OF BACOOR







The committee hearing was called to order by Chairperson Hon. Pagulayan, who welcomed all attendees and requested them to introduce themselves, stating their names, designations, and respective offices.

Hon. Pagulayan then read the subject matter and requested representatives from the Housing Urban Development and Resettlement Department (HUDRD) to provide background information regarding the proposed agreement.

Mr. Villanueva was acknowledged and delivered the following inputs:

- The "staging area" is a separate project initiated by DHSUD, serving as a temporary shelter for Informal Settler Families (ISFs) and residents living in danger zones, pending their relocation to permanent housing under the 4PH Program.
- The project involves prefabricated units (comparable to "smart houses") that will be assembled on-site.
- The project site is the lower portion of Barangay Dulong Bayan, Bacoor City, with a planned total of Two Hundred Forty-Two (242) units, compliant with the National Building Code.
- Funding will be through direct participation, with no financial outlay from the City Government. In accordance with the Balanced Housing Act, developers must allocate resources for socialized housing either by building such projects themselves or by contributing monetary equivalents. These contributions are held in escrow under the DHSUD's supervision.
- Since the project is funded through private escrow accounts, no public bidding is required. The City has endorsed Archipelago Builders Corporation as the contractor, subject to DHSUD's technical approval and costing review.

Hon. Palabrica raised concerns about the beneficiary selection process. In response, Mr. Villanueva clarified:

- Only individuals approved by DHSUD under the 4PH program will be eligible for placement in the staging area.
- Priority beneficiaries include:
  - Informal Settler Families (ISFs), and
  - Families living in danger zones (e.g., riverbanks areas)

There being no further questions, Hon. Palabrica moved for the APPROVAL of the proposed resolution and for the ADJOURNMENT of the meeting.

MINUTES OF THE COMMITTEE HEARING NO. HLUUD 013 S-2025 PCR 831-2025 MOA WITH DHSUD PERTAINING TO THE 4PH DULONG BAYAN









## CITY OF BACOOR





The motion was seconded by the Committee Members and Councilors present.

Prepared By:

PETER ADMAN F. BORJA Local Legislative Staff I

Attested By:

COUN. ALDE JOSELITO F. PAGULAYAN

Committee on Housing, Land Utilization and Urban Development

MINUTES OF THE COMMITTEE HEARING NO. HLUUD 013 S-2025 PCR 831-2025 MOA WITH DHSUD PERTAINING TO THE 4PH DULONG BAYAN



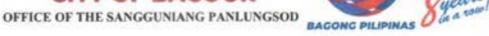








### CITY OF BACOOR







## COMMITTEE ON HOUSING, LAND UTILIZATION (Office of the Sangganiang Panlangiand AND URBAN DEVELOPMENT







PHOTOS OF THE COMMITTEE HEARING NO. HLUUD 113 S-2025 PCR 831-2025 MOA WITH DHSUD PERTAINING TO THE 4PH DULONG BAYAN













# OFFICE OF THE SANGGUNIANG PANLUNGSOD





# COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

### NOTICE OF COMMITTEE HEARING (PROOF OF RECEIPT)

Office of the Sanggeniang Panlungsod Recovery buil Appet 20050 Date: 3-43 game

22 May 2025 / 03:20 p.m.

Bacoor Legislative and Disaster Resilience Building,

MSBR Conference Hall, 4th Floor, Bacoor Government Center

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE DEPARTMENT OF HUMAN SETTLEMENT AND URBAN DEVELOPMENT (DHSUD) PERTAINING TO THE PAMBANSANG PABAHAY PARA SA PILIPINO (4PH) AT BARANGAY DULONG BAYAN, BACOOR CITY, CAVITE. (PCR 831-2025 dated 19 May 2025)

RECEIVED BY: NAME/SIGNATURE	POSITION/AFFILIATION OFFICE/ADDRESS	DATE/TIME CONTACT NUMBER
TRIKIE DOMINGUET	SP	5-21-2025 09501690682
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NOTICE OF COMMITTEE HEARING (PROOF OF RECEIPT) NO. HLUUD 113 S-2025 PCR 831-2025 MOA WITH DHSUD PERTAINING TO THE 4PH DULONG BAYAN











## CITY OF BACOOR







RECEIVED BY: NAME/SIGNATURE	POSITION/AFFILIATION OFFICE/ADDRESS	DATE/TIME CONTACT NUMBER

NOTICE OF COMMITTEE HEARING (PROOF OF RECEIPT) NO. HLUUD 113 S-2025 PCR 831-2025 MOA WITH DHSUD PERTAINING TO THE 4PH DULONG BAYAN











## CITY OF BACOOR







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

## COMMITTEE HEARING ATTENDANCE Office of the Sanggeriang PaulingSoci

22 May 2025 / 03:20 p.m. Bacoor Legislative and Disaster Resilience Building, MSBR Conference Hall, 4th Floor, Bacoor Government Center

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE DEPARTMENT OF HUMAN SETTLEMENT AND URBAN DEVELOPMENT (DHSUD) PERTAINING TO THE PAMBANSANG PABAHAY PARA SA PILIPINO (4PH) AT BARANGAY DULONG BAYAN, BACOOR CITY, CAVITE. (PCR 831-2025 dated 19 May 2025)

SIGNATURE/ NAME	POSITION/AFFILIATION OFFICE/ADDRESS	CONTACT NUMBER/EMAIL
HON, ALDE JOSELITO F, PAGULAYAN	CITY COUNCILOR SANGGUNIANG PANLUNGSOD	
HON, ADRIELITO G. GAWARAN	CITY COUNCILOR SANGGUNIANG PANLUNGSOD	09190044502
HON. SIMPLICIO G. DOMINGUEZ	CITY COUNCILOR SANGGUNIANG PANLUNGSOD	
HON, ALEJANDRO F, GUTIERREZ	CITY COUNCILOR SANGGUNIANG PANLUNGSOD	
HERE'SE C. LEONOID	CITY ASSESORS	0917 257 9240

COMMITTEE HEARING ATTENDANCE NO. HLUUD 113 S-2025 PCR 831-2025 MOA WITH DHSUD PERTAINING TO THE 4PH DULONG BAYAN







### CITY OF BACOOR







SIGNATURE/ NAME	POSITION/AFFILIATION OFFICE/ADDRESS	CONTACT NUMBER/EMAIL
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BARON VILLANDER	HUDRO	0995 5334035
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HON. 900 FELIO NOLASCO		
HON REYNALDD PALABRICA		4
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COMMITTEE HEARING ATTENDANCE NO. HLUUD 113 S-2025 PCR 831-2025 MOA WITH DHSUD PERTAINING TO THE 4PH DULONG BAYAN











## CITY OF BACOOR Office of the City Mayor RAGONG PILIPINAS





07 May 2025

#### HON, ROWENA BAUTISTA-MENDIOLA

Vice Mayor, City of Bacoor 6th Floor. New Bacoor Legislative Building Bacoor City, Province of Cavite

OFFICE OF THE UNIANG PANLUNGSOD

THRU:

Atty. KHALID A. ATEGA JR.

Sanggunian Panlungsod Secretary

Sangguniang Panlungsod

SUBJECT:

REQUEST FOR A CITY RESOLUTION AUTHORIZING THE CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY GOVERNMENT OF BACOOR, AND DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT

(DHSUD)

Dear Hon. Bautista-Mendiola,

Greetings in the name of public service!

We are respectfully endorsing to your good office a copy of the proposed MEMORANDUM OF AGREEMENT draft between the City Government of Bacoor and the Department of Human Settlements and Urban Development (DHSUD) pertaining to the Pambansang Pabahay Para sa Pilipino (4PH) Staging Area in Brgy, Dulong Bayan, Baccor City, Province of Cavite.

The proposed MOA refers to and shall govern the use of the portion of the LGU Land located at Barangay Dulong Bayan, Bacoor City, Province of Cavite, with a total area of 11,047 sqm and covered by OCT Nos. 2016000039 and 2016000040 of the Registry of Deeds for Bacoor City, as the Staging Area for the resident beneficiaries from Bacoor City, pending construction and completion of the 4PH Project in Bacoor City.

In consideration of the foregoing, I respectfully request the esteemed members of the Sangguniang Panlungsod to enact a resolution authorizing the undesigned to enter into and sign the aforementioned Memorandum of Agreement.

Thank you very much.

Respectfully yours,

STRIKE B. REVILLA City Mayor

SBR20254784 MAL STENATURE









### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made, entered into, and executed this \_\_\_\_ day of \_\_\_\_\_\_, 2025, by and between:

The DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT (DHSUD), 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, hereinafter referred to as "DHSUD"

and

The CITY GOVERNMENT OF BACOOR, a political subdivision of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, herein represented by its City Mayor, HON. STRIKE B. REVILLA, duly authorized under City Resolution No. \_\_\_\_\_, Series of \_\_\_\_\_ approved by the City Council of Bacoor dated \_\_\_\_\_, and hereinafter referred to as the "LGU BACOOR".1

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

#### WITNESSETH:

WHEREAS, the DHSUD, created under Republic Act No. 11201 as the primary national government entity responsible for the management of housing, human settlements, and urban development, and as the sole and main planning and policy-making, regulatory and program coordination, and performance monitoring agency for all housing, human settlements, and urban development concerns, mandated to develop and adopt a national strategy to immediately address the provision of adequate and affordable housing to all Filipinos, embarked on the Pambansang Pabahay Para Sa Pilipino (4PH) Program ("4PH Program), a flagship and priority program pursuant to Executive Order No. 34, s. 2023, which aims to address the need for decent housing and to build on the potential impact of a robust housing sector on the growing economy through collaborative partnership with the Key Shelter Agencies (KSAs), Local Government Units (LGUs), and the private sector;

WHEREAS, Executive Order No. 34 series of 2023 directed all National Government Agencies (NGAs) and Instrumentalities, including Government-Owned or -Controlled Corporations, and Local Government Units to submit a detailed inventory of all available and suitable lands for the implementation of the program;

¹ Certified true copy of City Resolution No. \_\_\_\_\_ Series of \_\_\_\_\_ dated \_\_\_\_\_ is attached hereto as Annex "A"

WHEREAS, the LGU BACOOR has been identified by the DHSUD as a priority area for the implementation of the 4PH Program, being one of the advanced cities that plays a crucial role in accommodating a diverse array of businesses and industries, providing growth and development across various sectors;

WHEREAS, in a series of meetings between the DHSUD and the LGU BACOOR, the latter has manifested its support for the 4PH Program and agreed to utilize its land covered by Original Certificate of Title (OCT) Nos. 2016000039 and 2016000040 of the Registry of Deeds for Bacoor City, with an aggregate area of ELEVEN THOUSAND FORTY-SEVEN (11,047) SQUARE METERS and located at Barangay Dulong Bayan, Bacoor City, Cavite ("LGU Land"), for the implementation by the DHSUD of the 4PH Program and urban redevelopment of Bacoor City ("4PH Project in Bacoor City");<sup>2</sup>

WHEREAS, the LGU BACOOR beneficially owns the LGU Land pursuant to a Deed of Absolute Sale between Jessie S. Mariano and the City Government of Bacoor and another Deed of Absolute Sale between Anthony S. Mariano and the City Government of Bacoor, both dated 2023;3

WHEREAS, the construction of the staging area at a portion of LGU Land located at Dulong Bayan, Bacoor City, Cavite, is crucial as it will help fast-track and ensure the timely completion of the 4PH Project in Bacoor City ("Staging Area");4

WHEREAS, Department Circular No. 2024-007, series of 2024, was issued supplementing Department Order No. 04, series of 2021, which authorized the developers' direct participation in the Pambansang Pabahay Para sa Pilipino (4PH) Program as incentivized compliance to the Balanced Housing Development Program, including but not limited to, construction and development of staging buildings or areas, expenses for social preparation activities, and resettlement assistance for project-affected families;<sup>5</sup>

WHEREAS, the LGU BACOOR, through City Resolution No. \_\_\_\_\_, Series of \_\_\_\_\_, dated \_\_\_\_\_\_, has allowed the DHSUD to utilize a portion of the LGU Land as the site for the staging area, wherein the transitory shelter facilities will be constructed;

WHEREAS, pursuant to the said City Resolution, the use of the portion of the LGU Land shall be free for a period of three (3) years, or until the four (4) 4PH lined-up projects finally materialize, whichever is earlier, provided that it is subject to extension upon the approval of the Sangguniang Panlungsod. The use of the portion of the LGU Land as a transitory shelter facility and staging area shall not exceed the completion date of the construction of the housing units in the above-mentioned 4PH Project in Bacoor City;

<sup>&</sup>lt;sup>2</sup> Copies of OCT Nos. 2016000039 and 2016000040 are attached hereto as Annex "B" and Annex "C", respectively

<sup>&</sup>lt;sup>3</sup> Copies of Deed of Absolute Sale between Jessie S. Mariano and the City Government of Bacoor and Deed of Absolute Sale between Anthony S. Mariano and the City Government of Bacoor are attached hereto as Annex "D" and Annex "E", respectively

<sup>4</sup> Copy of 4PH Staging Area Plan (Top View) is attached hereto as Annex "F"

<sup>5</sup> Copy of List of Project-Affected Families is attached hereto as Annex "G"

WHEREAS, the Parties have mutually agreed to put their resources together and enter into this Agreement to set forth the terms and conditions for the implementation of the foregoing Projects;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions mutually agreed upon, the Parties hereby stipulate, as follows:

#### ARTICLE I COVERAGE/PURPOSE

Section 1. This Agreement pertains to and shall govern the use of the portion of the LGU Land located at Barangay Dulong Bayan, Bacoor City, Province of Cavite, with a total area of 11,047 sqm and covered by OCT Nos. 2016000039 and 2016000040 of the Registry of Deeds for Bacoor City, as the Staging Area for the resident beneficiaries from Bacoor City, pending construction and completion of the 4PH Project in Bacoor City.

## ARTICLE II RESPONSIBILITIES OF THE PARTIES

Section 1. RESPONSIBILITIES AND OBLIGATIONS OF THE DHSUD. The DHSUD shall facilitate, through direct participation of an interested developer as Incentivized Compliance to the Balanced Housing Development Program, the construction and development of a staging area for the implementation of the 4PH Project in Bacoor City, in collaboration with the LGU BACOOR and other relevant agencies.

It shall also:

- Oversee and monitor the construction of the transitory shelter facilities in the Staging Area;
- Sit as co-chair in the Local Inter-Agency Committee (LIAC) to be created by the LGU for the conduct of social preparation of the affected ISFs;
- c. Furnish the LGU Bacoor with all necessary documents, permits, and licenses issued by pertinent national and local government agencies/offices, as part of its commitment to utilize the lot with utmost diligence and care;
- d. Ensure regular and close coordination with the LGU Bacoor Technical Team in relation to the construction of the transitory shelter facilities in the Staging Area until their turnover to the project-affected ISFs;
- e. Refrain from directly or indirectly assigning or transferring its right to temporarily use the Lot as a staging area or any portion thereof under any circumstance whatsoever, and any such contract made in violation of this provision shall be null and void.
- f. Ensure that all the movable properties, including utilities and other similar connections, are removed from the property, and that the property is returned to its vacant, bare state after the expiration of this Agreement;

- g. Peacefully turn over the LGU Land to the LGU BACOOR and deliver the same free from any material, obstruction, or occupants, at the expiration of this Agreement; and
- Extend other necessary support and assistance pursuant to its statutory mandate in order to implement this project.

# Section 2. RESPONSIBILITIES AND OBLIGATIONS OF LGU BACOOR AS THE LOT OWNER. The LGU BACOOR shall:

- a. Allow the free use of a portion of the LGU Land as the Staging Area for a period of three (3) years from the date of the execution of this Agreement, subject to the approval of an extension by the LGU BACOOR through a City Resolution for the purpose and upon written notice of DHSUD at least thirty (30) days prior to the expiration of such period;
- b. Provide the necessary technical and legal documents, such as, but not limited to, the location map and copy of the OCTs covering the LGU Land, City Resolution, etc., that may be necessary/required for the application of building permit, energization, and provision of water connection at the Staging Area;
- c. Authorize the utility providers to install connections in the Staging Area; and
- d. Extend other necessary support and assistance pursuant to its statutory mandate in order to implement this project.

# Section 3. RESPONSIBILITIES AND OBLIGATIONS OF THE CITY GOVERNMENT OF BACOOR, The LGU BACOOR shall:

- Assist the DHSUD in the implementation of the 4PH Project in Bacoor City;
- Convene and serve as the Chair of the LIAC and ensure that the schedule of social preparation activities is consistent with the construction timeline of the Staging Area.
- Conduct the census and tagging of the affected ISFs;
- d. Provide the list and socio-economic profile of the affected ISFs to the DHSUD.
- Preserve peaceful possession of the LGU Land and prohibit the proliferation of illegal activities therein or the occupation thereof by non-resident beneficiaries during the effectivity of this Agreement;
- f. Guarantee the payment of any outstanding balance incurred for the installation and use of necessary basic facilities/utilities such as water, electricity, etc., by the resident beneficiaries in the Staging Area; and
- g. Extend other necessary support and assistance pursuant to its statutory mandates in order to implement this project.

#### ARTICLE III EFFECTIVITY, DURATION, AND TERMINATION OF AGREEMENT

Section 1. This Agreement shall be effective upon execution and shall remain in full force and effect for a maximum period of three (3) years, or until the four (4) 4PH lined-up projects finally materialize, whichever is earlier, provided that it is subject to extension upon the approval of the Sangguniang Panlungsod, or unless terminated by consent of the Parties, or upon written notice given by any Party to the other Party/ies concerned, in which event the termination shall be effective thirty (30) days from the date of receipt of such notice.

Section 2. Any of the following and similar instances shall constitute a ground for termination:

- Failure, omission, or neglect by any of the Party or Parties to comply with any
  of its material obligations under this Agreement; or
- b. Inability by any of the Party or Parties to perform any of its obligations under this Agreement by reason of fortuitous events, force majeure, or any cause beyond its control.

Section 3. In case any of the foregoing grounds for termination are present, the concerned party shall send a written notice of termination to the other party within a reasonable time from the happening, or upon knowledge, of any such ground for termination.

Section 4. In the event that a notice of termination is sent by any of the Parties, the other Parties shall take immediate steps to end this Agreement in a prompt and orderly manner, with the purpose of reducing expenditures to a minimum.

## ARTICLE IV MISCELLANEOUS PROVISIONS

Section 1. GOOD FAITH. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to ensure the fulfillment of their common objective.

The Parties shall, in the performance of their respective obligations and responsibilities, closely coordinate and consult with one another, as needed, to facilitate the efficient implementation of this Agreement and the timely implementation/completion of the Project.

Section 2. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors-in-interest and permitted assigns.

Section 3. SEPARABILITY. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity or unenforceability shall

remain in full force and effect. If necessary for the complete implementation of this Agreement, the Parties agree to discuss/negotiate and attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision that achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.

Section 4. COUNTERPARTS. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 5. AMENDMENTS. Any amendment or additional term or condition to this Agreement must be in writing. The Parties hereto may, at any time, by mutual agreement, execute a supplement or amendment for the purpose of adding provisions to or changing or eliminating provisions of this Agreement.

Section 6. SETTLEMENT OF DISPUTES. The Parties herein commit to exerting efforts to resolve amicably any dispute, of any kind whatsoever, in connection with or arising out of this Agreement, prior to filing any suit or action before any quasi-judicial agencies or the courts.

Section 7. NOTICES AND REQUESTS. Notices and requests must be sent to the principal offices of the Parties.

Section 8. GOVERNING LAW AND VENUE OF SUIT. This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. The venue of any court with respect to this Agreement shall be the proper court of Bacoor City only, to the exclusion of any other venue.

IN WITNESS WHEREOF, the Parties' duly authorized signatories have hereunto affixed their signatures this \_\_\_\_\_\_ at \_\_\_\_\_\_ Philippines.

DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT	OF BACOOR
Ву:	Ву:
JOSE RIZALINO L. ACUZAR  Secretary	STRIKE B. REVILLA  City Mayor  City Resolution No  Series of 2025
SIGNED IN TI	HE PRESENCE OF:
(Signature over Printed Name)  Witness	ATTY. AIMEE TORREFRANCA-NERI City Administrator

(Acknowledgment pages follow)

REPUBLIC OF THE PHILIPPINES	)
	) 5.5

#### FIRST ACKNOWLEDGMENT

BEFORE ME, a notary publi this , the following p	ic for and inerson who is identified by	personally appeared me through competent
evidence of identity:	,	<i>b</i> 1
NAME	COMPETENT EVIDENCE OF IDENTITY	VALIDITY DETAILS
JOSE RIZALINO L. ACUZAR		

Known to me and to me made known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free voluntary act and deed.

This Agreement, consisting of eight (8) pages including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal.

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

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Page No.	
Book No.	
Series of	

REPUBLIC OF THE PHILIPPINES	)
	) S.S

#### SECOND ACKNOWLEDGMENT

BEFORE ME, a notary p this, the following evidence of identity:	oublic for and in ng person who is identified by	_ personally appeared me through competen
NAME	COMPETENT EVIDENCE OF IDENTITY	VALIDITY DETAILS
STRIKE B. REVILLA		

Known to me and to me made known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free voluntary act and deed.

This Agreement, consisting of eight (8) pages including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal.

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

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Series of		