



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Sangguniang Panlungsod



DISTRICT I
HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BALTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY 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 JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation 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

CITY RESOLUTION NO. 2024-634
Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOOR, THE MUNICIPAL GOVERNMENT OF BARAS, RIZAL AND THE NATIONAL HOUSING AUTHORITY FOR THE RELOCATION OF ABOUT ONE THOUSAND (1000) INFORMAL SETTLERS FAMILIES (ISFs) FROM THE CITY OF BACOOR.

Sponsored by:

Hon. Alde Joselito F. Pagulayan

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, on 6 December 2024, the Office of the City Mayor sent an endorsement letter to the Office of the Sangguniang Panlungsod requesting for a resolution authorizing the Honorable City Mayor Strike B. Revilla to sign a Memorandum of Agreement among the City Government of Bacoor, the Municipal Government of Baras, Rizal, and the National Housing Authority. A draft Memorandum of Agreement is attached as **Annex "A"** and is deemed a part of this Resolution.

WHEREAS, the National Housing Authority (NHA) established a resettlement site in Baras, Rizal intended for relocation of about one thousand (1,000) Informal Settler Families (ISFs) from the City of Bacoor who are living along danger zones within the city such as waterways and coastal areas.

WHEREAS, the Municipal Government of Baras is the host local government unit of the project of the NHA located in Savannah Homes and Ynares NHA Housing Project, Baras, Rizal and supports the relocation and resettlement of 1,000 ISFs from the City of Bacoor.



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[Signature]
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SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

WHEREAS, the City Government of Bacoor will provide post-relocation assistance for the said ISFs by the provision of basic services and financial support to the dislocated families.

NOW THEREFORE, upon motion of Hon. Alde Joselito F. Pagulayan, 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 in regular session assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign the proposed Memorandum of Agreement among the City Government of Bacoor, the Municipal Government of Baras, Rizal and the National Housing Authority for the relocation of about One Thousand (1,000) Informal Settler Families (ISFs) from the City of Bacoor.

RESOLVED LASTLY, to furnish the Office of the Mayor, the Municipal Government of Baras, Rizal the NHA, 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 9th day of December 2024 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor.

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

Certified by:

[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/ Presiding Officer

Attested by:

[Signature]
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

Noted by:

[Signature]
HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

Annex "A"

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is entered into this _____ (the "Effective Date") in Bacoor City, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACCOOR**, a local government unit created and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented by its City Mayor, Hon. **STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____ Series of _____ approved on _____ of the City Council of Bacoor City, Cavite, hereinafter referred to as the "**LGU BACCOOR**";

The **MUNICIPALITY OF BARAS**, a public local government unit created and existing under the laws of the Republic of the Philippines, with principal address at Sitio Soro-soro, J.P. Rizal Street, Barangay Santiago, Baras, Rizal, represented by its Municipal Mayor, Hon. **WILFREDO C. ROBLES**, hereinafter referred to as the "**LGU BARAS**";

and

The **NATIONAL HOUSING AUTHORITY**, a government corporation organized and existing by virtue of Presidential Decree No. 757, as amended with principal address at NHA Building, Elliptical Road, Diliman, Quezon City, represented by its General Manager, Mr. **JOEBEN A. TAI**, as authorized under NHA Board Resolution No. _____ attached to this Agreement as **Annex "A,"** referred to as the "**NHA**";

All Individually referred to as a "**PARTY**" and collectively as "**PARTIES.**"

WITNESSETH:

WHEREAS, the National Housing Authority (NHA) established a resettlement site in Baras, Rizal intended for the relocation of about One Thousand (1000) Informal Settler Families (the "relocatees" or "ISFs") from the **LGU BACCOOR**, who are living along the danger zones, water ways, and coastal areas of the Bacoor City, covered by the Mandamus issued by the Supreme Court of the Philippines on its Decision dated 18 December 2008 in the case of Metropolitan Manila Development Authority, et al. V. Concerned Residents of Manila Bay, et al. [G.R. Nos 171947-48];

WHEREAS, the **LGU BARAS** is the host local government unit of the project of the National Housing Authority and poses no objection and supports the relocation and resettlement of 1000 Informal Settler Families from **LGU BACCOOR** in Savannah Homes (431 ISFs) and Two Ynares NHA Housing Project (569 ISFs), which is both within the jurisdiction of **LGU BARAS**;

WHEREAS, the **LGU BARAS** has requested the **LGU BACCOOR** assistance to provide post-relocation assistance for the One Thousand (1000) ISFs by the provision of basic services and financial support to the dislocated families, as identified by the **LGU BACCOOR**;

WHEREAS, under Article III, Section 33, Cooperative Undertakings Among Local Government Units of Republic Act No. 7160, provides that LGUs may, through appropriate ordinances, group themselves, consolidate, or coordinate their efforts, services, and resources for purpose commonly beneficial to them. In support of such undertakings, the local government units involved may, upon the approval of the Sanggunian concerned after a public hearing conducted for the purpose, contribute funds, real estate, equipment, and other kinds of property and appoint or assign personnel under such terms and conditions as may be agreed upon by the participating local government units through Memoranda of Agreement;

WHEREAS, under Republic Act No. 7279 or the Urban Development and Housing Act of 2012 (UDHA) adequate social services for relocatees pertain to programs and activities for the health, nutrition, and educational assistance, responsible parenthood and environmental sanitation of the resettlement community;

NOW THEREFORE, for and in consideration of the foregoing premises and the terms and conditions herein set forth, the Parties hereby agree as follows:

Section 1. Project Name. The project, the subject of this agreement, shall be known as **COOPERATIVE AGREEMENT BETWEEN THE NATIONAL HOUSING AUTHORITY, LGUs BACCOOR CITY AND BARAS, RIZAL FOR POST-RELOCATION ASSISTANCE** hereinafter referred to as "The Project". The project is in support of the resettled families from the City of Bacoor in their new community in Savannah Homes and Two Ynares NHA Relocation Site, Baras, Rizal, to minimize the impact of economic and social dislocation.

Section 2. Beneficiaries. The initial intended beneficiaries are one thousand (1,000) ISFs/relocatees from the LGU BACCOOR, transferred to the NHA resettlement sites in Baras, Rizal.

Section 3. DUTIES AND RESPONSIBILITIES. The project shall consist of the following:

3.1. The LGU BACCOOR shall:

3.1.1. Submit the list of the relocatees and socio-economic profile to the LGU **BARAS** two weeks prior to the schedule of the relocation.

3.1.2. Provide continuous assistance to the eligible relocatees including medical, burial, education, food and financial assistance for other support services or needs of the families based on the yearly earmarked budget of the City Social Welfare and Development Office for the next five (5) years. The Work and Financial Plan 2025-2029 is hereto attached as Annex "A".

3.1.3. Facilitate the processing of all necessary documents for the transfer of funds in favor of LGU **BARAS**.

3.2. The LGU **BARAS** shall:

3.2.1. Accept the one thousand (1000) ISFs relocated by the LGU BACCOOR at _____, Baras, Rizal, in coordination with the National Housing Authority.

3.3. The **NHA** shall ensure that the available housing units at Savannah Homes and Two Ynares NHA Relocation Site at Baras, Rizal, are fully equipped with basic

services and/or utilities such as water supply, electricity, police outpost, a Material Recovery Facility (MRF), health and day-care centers, community training and livelihood center, and concrete road/pavements with subdivision plan. However, should all these facilities, amenities, and utilities are not yet completely available, the LGU BACCOOR shall have discretion to proceed with their relocation of the need for the same is matter of urgent necessity.

Section 6. Monitoring and Inspection. A monitoring team composed of representatives from the respective Local Inter-Agency Committee or Local Housing Board of the contracting Parties shall conduct joint monitoring inspections and verification of the implementation of the Project, as needed.

Section 7. Effectivity. This Memorandum of Agreement shall commence immediately upon signing of the Parties of this Agreement and shall be effective for a period of five (5) years from the date of its execution.

Section 8. Capacity and Authorization. The Parties herein warrant that they have the capacity, power and the requisite authorization to enter into this Agreement and to perform their respective obligations herein enumerated.

Section 9. Miscellaneous Provisions

- a. The failure of either Party to enforce its rights under this Agreement at any time, for any period shall not be construed as a waiver of such rights.
- b. If any part, term or provision of this Agreement is held illegal or unenforceable, the remainder of this Agreement shall remain valid and enforceable.
- c. Neither Party shall assign nor transfer all or any part of its rights under this Agreement without the written consent of the other Party.
- d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, unless any representation or warranty made about this Agreement was made fraudulently and save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion, or industrial dispute. If such delay or failure continues for at least seven (7) days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g. This Agreement shall be governed by existing Philippine laws, rules and regulations, and the Parties agree to submit disputes arising out of or in connection with this Agreement to arbitration before invoking the jurisdiction of the courts.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___ day
of _____ 2024, at the _____
Philippines.

CITY GOVERNMENT OF BACOOR
Represented by:

HON. STRIKE B. REVILLA
CITY MAYOR

MUNICIPALITY OF BARAS, RIZAL
Represented by:

HON. WILFREDO C. ROBLES
MUNICIPAL MAYOR

NATIONAL HOUSING AUTHORITY
Represented by:

MR. JOEBEN A. TAI
GENERAL MANAGER

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI
CITY ADMINISTRATOR
City of Bacoor, Cavite
Witness

HON. KATHERINE B. ROBLES
VICE MAYOR
Municipality of Baras, Rizal
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S

BEFORE ME this _____ day of _____, 2024 personally
appeared:

	<i>GOVT. I.D.</i>	<i>ISSUED AT/ISSUED ON</i>
HON. STRIKE B. REVILLA	_____	_____
HON. WILFREDO C. ROBLES	_____	_____
MR. JOBEN A. TAI	_____	_____

Known to me be the same person who executed the foregoing instrument and
acknowledged to me that the same is their free acts and voluntary deeds.

This instrument refers to a Memorandum of Agreement consisting of five (5) pages including this page whereon this acknowledgement is written, signed by the parties and their instrumental witness on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND SEAL this _____ day of _____ 2024, at _____, Philippines.

Doc No. _____
Page No. _____
Book No. _____
Series of 2024.