



Republic of the Philippines
Province of Cavite
CITY OF BACOR

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. BAUTISTA
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. KHALIB 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. 2025-655
Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH THE DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT (DHSUD) FOR AND ON BEHALF OF THE CITY OF BACOR REGARDING THE CONSTRUCTION AND OPERATION OF A TRANSITORY SHELTER PROJECT.

Sponsored by:

Hon. Reynaldo D. Palabrica

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Michael E. Solis and Hon. Levy M. Tela.

WHEREAS, on 9 February 2025, the Office of the City Administrator requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to enter and sign a Memorandum of Agreement between the City of Bacoor and the Department of Human Settlements and Urban Development (DHSUD) regarding the construction and operation of a transitory shelter project for the benefit of informal settler families and for persons whose homes have been destroyed or damaged by natural or man-made calamities.

WHEREAS, a draft copy of the said Memorandum of Agreement was sent to the Sangguniang Panlungsod by the Office of the City Administrator for review and consideration.

WHEREAS, the Sangguniang Panlungsod deliberated on the aforementioned matter and decided to approve the same.

NOW THEREFORE, upon motion of Hon. Reynaldo D. Palabrica, unanimously seconded by the members of the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by this Body to authorize the City Mayor to enter and sign the Memorandum of Agreement on behalf of the City Government of Bacoor with the



Republic of the Philippines
Province of Cavite
CITY OF BACOR

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. BAUTISTA
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

Department of Human Settlements and Urban Development (DHSUD) regarding the construction and operation of a transitory shelter project for the benefit of informal settler families and for persons whose homes have been destroyed or damaged by natural or man-made calamities.

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

APPROVED this 10th day of February 2025 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was duly approved in accordance with law.

Certified:


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

Attested:


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

Noted:


HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "MOA") is made, entered into, and executed this _____ 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";

The (landowner), (brief description of the landowner), with principal office at _____ represented in this Act by its (position of representative), (name of authorized representative), hereinafter referred to as the "_____";

-and-

The CITY GOVERNMENT OF _____, a political subdivision of the Republic of the Philippines, with office address at _____ herein represented by its City Mayor, _____, duly authorized under Sanggunian Parlunsod Resolution No. _____, Series of _____, dated _____, and hereinafter referred to as the "LGU"

The DHSUD, _____, and the _____ 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 Pabalang Pano 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;

WHEREAS, the City Government of _____ has been identified by the DHSUD as a priority area for the implementation of the 4PH Program being one of _____;

WHEREAS, in a series of meetings between the DHSUD and the City Government of _____, the latter has manifested its support to the 4PH Program and agreed to utilize its land covered by TCT No. _____ of the Registry of Deeds for _____ City, with an area of _____ sq.m. and located at _____ (LGU Land), for the implementation by the DHSUD of the 4PH Project and urban redevelopment of _____ City (4PH Project in _____ City);

WHEREAS, the said LGU-owned land is currently occupied by Informal Settler Families (ISFs), which necessitates their temporary relocation to designated staging areas to be established within the city in coordination with DHSUD;

WHEREAS, the construction of the staging area at a portion of a vacant lot owned by _____ and located along the _____ is crucial as it will help fast-track and ensure the timely completion of the 4PH Project in _____ City;

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;

WHEREAS, the _____ through Board Resolution No. _____ dated _____, has allowed the DHSUD to utilize a portion of a parcel of land owned by the _____ (_____ Lot) which is covered by TCT No. _____ of the Registry of Deeds for _____, with a total land area of _____ sq.m. and located _____ as the site for the staging area wherein the transitory shelter facilities will be constructed (Staging Area);

WHEREAS, pursuant to the said Board Resolution, the use of the (lot owner) Property shall be free for a period of _____ months, subject to a maximum _____ months extension upon the approval of the _____. The use of the property as a transitory shelter facility and staging area shall not exceed the completion date of the construction of the housing units in the abovementioned 4PH Project in _____ City;

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 (lot owner) Lot located _____, with a total area of _____ sq.m. and covered by TCT No. _____ of the Registry of Deeds for _____, as the Staging Area for the resident beneficiaries from _____ City, pending construction and completion of the 4PH Project in _____ 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 staging area for the implementation of the 4PH Project in _____ City, in collaboration with the LGU, _____ and other relevant agencies.

It shall also:

- a. oversee and monitor the construction of the transitory shelter facilities in the Staging Area;
- b. 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 (lot owner) 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 (lot owner) 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 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 moveable 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; and
- g. peacefully turn over the Lot to the (lot owner) and deliver the same free from any material, obstruction, or occupants, at the expiration of this Agreement;
- h. extend other necessary support and assistance pursuant to its statutory mandate in order to implement this project.

Section 2. RESPONSIBILITIES AND OBLIGATIONS OF (lot owner). The (lot owner) shall:

- a. allow the free use of the Lot as the Staging Area, for a period of _____ (_____) months, from the date of the execution of this Memorandum of Agreement, subject to the approval of an extension by the (lot owner) and upon written notice of DHSUD and the LGU to the (lot owner) at least thirty (30) days prior to the expiration of such period. *(in case shall the extension of the free use of the lot exceed more (3) months (optional))*
- b. (lot owner) reserves the right to charge reasonable rent at the rate of _____ (P._____) per square meter per month and other fees for the use of the property after the lapse of the eighteen (18)-month period, until the property is vacated. *(suggested to be deleted)*

- c. provide the necessary technical and legal document(s), such as, but not limited to, the location map and copy of the Transfer Certificate of Title of the Lot, Board Resolution, etc., that may be necessary/required for the application of building permit, energization and provision of water connection at the Staging Area;
- d. authorize the utility providers to install connections in the Staging Area; and
- e. 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 _____. The City Government of _____, shall:

- a. assist the DHSUD in the implementation of the 4PH Project in _____ City;
- b. convene and serve as the Chair of the LIAC and ensure that schedule of social preparation activities are consistent with the construction timeline of the staging area at the (staging) site;
- c. conduct the census and tagging of the affected ISFs;
- d. provide the list and socio-economic profile of the affected ISFs to the DHSUD and the (lot owner);
- e. preserve peaceful possession of the Lot 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 _____ months therefrom, subject to extension provided under Section 2(a) and (b) of Article II; ~~provided~~ unless earlier 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 date of receipt of such notice.

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

- 1. failure, omission, or neglect by any of the Party or Party/ies to comply with any of its material obligations under this Agreement; or

b. inability by any of the Party or Party/ies 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 minimum

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 1. GOOD FAITH - In complying 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 which 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 and 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 Memorandum of Agreement; and

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 Memorandum of Agreement, prior to filing any suit or action before any quasi-judicial agencies, or the courts.

Section 7. NOTICES AND REQUEST. 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 _____ City only, to the exclusion of any other venues.

IN WITNESS WHEREOF, the Parties' duly authorized signatories have hereunto affixed their signatures on this ___ day of _____ 2024, at _____.

**DEPARTMENT OF HUMAN
SETTLEMENTS AND URBAN
DEVELOPMENT (DHSUD)**

CITY GOVERNMENT OF _____

JOSE RIZALINO L. ACUZAR
Secretary

MAYOR _____
City Mayor

LOT OWNER
By:

Name of Authorized Representative
Position

WITNESSES:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/ PLACE ISSUED
------	-----------------------------------	--------------------

Jose Rizalino L. Acuzar

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act/deed and that of the government agencies herein represented.

This instrument, consisting of six (6) pages including this page where this acknowledgement is written, has been signed on each and every page thereof by the parties and their witnesses.

WITNESS MY HAND and notarial seal on the date and at the place first above written.

Doc. No. ____
Page No. ____
Book No. ____
Series of 2004.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/ PLACE ISSUED
------	-----------------------------------	--------------------

None

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act/ deed and that of the government agencies herein represented.

This instrument, consisting of six (6) pages including this page where this acknowledgement is written, has been signed on each and every page thereof by the parties and their witnesses.

WITNESS MY HAND and notarial seal on the date and at the place first above written.

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

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE/ PLACE ISSUED
------	-----------------------------------	--------------------

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act/deed and that of the government agencies herein represented.

This instrument, consisting of (6) pages including this page where this acknowledgement is written, has been signed on each and every page thereof by the parties and their witnesses.

WITNESS MY HAND and notarial seal on the date and at the place first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 202