HON. CATHERINE SARINO EVARISTO
City Councilor

HON. MICHAEL E. SOLIS

HON, ADRIELITO G. GAWARAN City Coungilor

HON. RAMON N. BAUTISTA

HON. ALEJANDRO F. GUTTERREZ. City Cofficilor

HON. LEVÝ 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 ROCECTO M. NOLASCO

City Councilor

HON. ALDE JOSELITO F. PAGULAYAN

City Connailor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

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

Dela

HON. PALM ANGEL S. BUNCIO

SK Federation President

Attested by:

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

Certified by:
HOM-REYNALDO D. PALABRICA
Acting Presiding Officer

HON. STRIKE B. REVILLA
City Mayor



# Republic of the Philippines Province of Cavite CITY OF BACOOR

### Office of the Sangguniang Panlungsod



#### CITY RESOLUTION NO. 2025-726 Series of 2025

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 SETTLEMENTS AND URBAN DEVELOPMENT ( DHSUD) PERTAINING TO THE PAMBANSANG PABAHAY PARA SA PILIPINO (4PH) PROJECT AT BARANGAY DULONG BAYAN, BACOOR CITY, CAVITE.

#### 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, and Hon. Michael E. Solis. Hon. Levy M. Tela

WHEREAS, on 8 May 2025, the Office of the City Mayor formally requested the Sangguniang Panlungsod to pass a resolution authorizing the Honorable Mayor Strike B. Revilla to sign a Memorandum of Agreement (MOA) between the City Government of Bacoor and the Department of Human Settlements and Urban Development (DHSUD).

WHEREAS, the City Government of 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, the DHSUD proposed to construct transitory shelter facilities in the City of Bacoor for the benefit of informal settler families to be affected by the 4PH Program.

WHEREAS, the City Government of Bacoor is amenable to the said proposal and has offered to the DHSUD to utilize a portion of its land located at Barangay Dulong Bayan, Bacoor City, Cavite as the site of the staging area where the proposed transitory shelter facilities for will be constructed. The DSHSUD accepted

1 City Resolution No. 2025-726, 26 May 2025



DISTRICT'S

HON, CATHERINE SARINO EVARISTO City Counciles

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

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City Coungilor

donli 9883.85 HON ROGELIO M. NOLASCO City Councilor

HON. ALDE JOSELITO F: PAGULAYAN City Councilor

HON. SIMPLICIO G. DOMINGUEZ City Councillar

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

HON. PALM ANGEL S. BUNCIO eration President

Attested by:

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

Certified by:

City Mayor

HON, REYNALDO D. PALABRICA Acting Presiding Officer

Republic of the Philippines Province of Cavite

CITY OF BACOOR

### Office of the Sangguniang Panlungsod



years a row!

the said offer and formally proposed that the said parcel of land be the site of the said project under such terms and conditions that may be agreed upon by the said parties.

WHEREAS, the Office of the City Mayor submitted a draft Memorandum of Agreement (MOA) between the DHSUD and the City Government to the Sangguniang Panlungsod regarding the said project for its review and consideration. The proposed MOA is hereby deemed incorporated into and made a part of this Resolution as Annex "A".

NOW THEREFORE, upon motion of Hon. Alde Joselito F. Pagulayan unanimously seconded by the council in regular session duly assembled, BE IT RESOLVED AS IT IS HEREBY RESOLVED by the 5th Sangguniang Panlungsod to authorize the City Mayor to sign a MOA with the DHSUD pertaining to the Pambansang Pabahay Para Sa Pilipino (4PH) staging area at Barangay Dulong Bayan, Bacoor City, Cavite.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the DHSUD, and other government agencies concerned with copies of this Resolution.

APPROVED this 26th day of May 2025 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

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

Certified by:

HON. REYNALDO D. PALABRICA

Acting Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.

Sangguniang Panlungsod Secretary

Noted by HON, STRIKE B, REVILLA





#### Republic of the Philippines Province of Cavite CITY OF BACOOR

### Office of the Sangguniang Panlungsod





DISTRICT

HON CATHERINE SARINO EVARISTO City Councilor

HON. MICHAEL E. SOLIS City Councilor

HON, ADRIELITO G. GAWARAN City Councilor

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City Coungilor

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City Councilor

HON, ALDE JOSELITO F. PAGULAYAN

City Coungilor

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:

HOM-REYNALDO D. PALABRICA

Acting Presiding Officer

Noted by:

HON. STRIKE B. REVILLA City Mayor



Noted by: HON. STRIKE B. REVILLA City Mayor



SBR20255123 ORIGINAL SIGNATURE STR KE

### 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;

<sup>&</sup>lt;sup>1</sup> 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 BACCOR, 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 Deal 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"),<sup>4</sup>

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 ha	allowed the DHSUT	) 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 Baccor 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

Copy of 4PH Staging Area Plan (Top View) is attached hereto as Annex "F".

<sup>&</sup>lt;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 BACCOR and other relevant agencies.

It shall also:

- a. 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 (actilities 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
- h. 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;
- b. 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;
- 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 Philipplnes. The venue of any court with respect to this Agreement shall be the proper court of Baccor City only, to the exclusion of any other venue.

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

### DEPARTMENT OF HUMAN CITY GOVERNMENT SETTLEMENTS AND URBAN OF BACOOR DEVELOPMENT By: By: JOSE RIZALINO L ACUZAR STRIKE B. REV(LLA Secretary City Mayor City Resolution No. Series of 2025 SIGNED IN THE PRESENCE OF: (Signature over Printed Name) ATTY, AIMEE TORREFRANCA-NERI Witness City Administrator

(Acknowledgment pages follow):

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FIRST AC	KNOWLEDGMENT	
BEFORE ME, a notary publithis the following poevidence of identity:		
NAME	CDMPETENT EVIDENCE OF IDENTITY	VALIDITY DETAILS
JOSE RIZALINO L. ACUZAR		1
foregoing instrument and acknow voluntary act and deed.  This Agreement, consisting of acknowledgement is written, has been thereof by the parties and their with	of eight (8) pages including en signed on the left margin	the page on which this of each and every page
WITNESS MY HAND AND above written.	D NOTARIAL SEAL on th	ne date and place first
Doc. No; Page No; Book No;		

REPUBLIC OF THE PHILIPPINES	)
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SECOND	ACKNOWLEDGMENT	
BEFORE ME, a notary puthis, the following evidence of identity:	ablic for and in person who is identified by t	_ personally appeared ne through competent
NAME	COMPETENT EVIDENCE OF IDENTITY	VALIDITY DETAILS
STRIKE B. REVILLA		<u></u>
foregoing instrument and ackn voluntary act and deed.  This Agreement, consistin acknowledgement is written, has thereof by the parties and their w	g of eight (8) pages including been signed on the left margin	the page on which this of each and every page
WITNESS MY HAND A above written.	ND NOTARIAL SEAL on the	ne date and place first
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