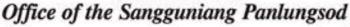


### Republic of the Philippines Province of Cavite CITY OF BACOOR





DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

Mary HON. MIGUEL N. BAUTISTA

City Councilgr

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilo

HON. LEVY M. TELA

City Councilor

DISTRICTLU

HON. ROBERTO I. ADVINCULA

City Councilor/ ..

HON REYNALDO D. PALABRICA

City-Equincillor

Logis 988 & Seful HON, ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON SIMPLICIO G, DOMINGUEZ

City Councilor

Doubled HON. HORACIO M. BRILLIANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor ABC President

SICK LEAVE

HON, PALM ANGEL S. BUNCIO

City Councilor- SK Federation President

Attested by

ATTY, KHALID A. AFEGA, JR.

Sanggunlang Panlungsod Secretary

Certified/by

HON. ROWENA BAUTISTA-MENDIOLA

City Vice Mayor/Presiding Officer

Noted by: HON, STRIKE B. REVILLA City Mayor



CITY RESOLUTION NO. 2025-751 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 HUMAN SETTLEMENTS ADJUDICATION COMMISSION (HSAC) REGARDING THE ESTABLISHMENT OF A HSAC SATELLITE OFFICE IN THE CITY OF BACOOR, CAVITE.

Sponsored by:

Hon. Horacio M. Brillantes, Jr.

Co-Sponsored by:

Hon. Simplicio C. Dominguez, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, and Hon. Levy M. Tela.

WHEREAS, the Sangguniang Panlungsod received a letter from the Office of the City Administrator on 14 July 2025 requesting that a resolution be passed authorizing the City Mayor, Hon. Strike B. Revilla, to sign and enter into a Memorandum of Agreement (MOA) with the Human Settlements Adjudication Commission (HSAC) on behalf of the City Government of Bacoor regarding establishment of a HSAC Satellite Office in the City of Bacoor, Cavite.

WHEREAS, the HSAC is a quais-judicial agency which aims to provide the public with equal access to its legal processes. It is mandated by law to provide the 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, the City Government of Bacoor expresses it willingness to collaborate and partner with HSAC for the establishment of HSAC RSB-IV-A's extension office in the City of Bacoor, Cavite.

WHEREAS, a draft Memorandum of Agreement (MOA) was submitted for review and consideration of the Sangguniang Panlungsod by the Office of the City Mayor. The proposed MOA is incorporated hereto and will be made a part of this Resolution as Annex "A".



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





## Office of the Sangguniang Panlungsod

DISTRICT

HON. CATHERINE SARINO-EVARISTO

City Councilor

withou HON. MIGUEL N. BAUTISTA

City Councilgr

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLOS. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilo

HON. LEVY M. TELA

City Councilor

DISTRICTLI

HON. ROBERTO I. ADVINCULA

City Councilor/

HON REYNALDO D. PALABRICA

City-Eguncilor

Ni 983. & Selve HON. ROGELIO M. NOLASCO

City Councilor

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City Councilor

Jan work HON. HORACIO M. BRILLIANTES JR.

City Councilo

HON. RANDY C. FRANCISCO

City Councilor ABC President

SICK LEAVE

HON. PALM ANGEL S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY, KHALID A, ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

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

Noted by:

HON. STRIKE B. REVILLA City Mayor



NOW THEREFORE, upon motion of Hon. Horacio M. Brillantes, Jr. unanimously seconded by the members of the City Council, BE IT RESOLVED AS IT IS HEREBY RESOLVED by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with the Human Settlements Adjudication Commission (HSAC) for and on behalf of the City Government of Bacoor, Cavite.

RESOLVE FURTHER, to furnish the Office of the City the HSAC, and other government offices concerned with copies of this Resolution.

UNANIMOUSLY APPROVED this 28th day of July 2025 at the City of Bacoor, Cavite during the regular session of the 6th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the contents of the foregoing Resolution are true and correct and that it was duly approved in accordance with law.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA

City Vice Mayor/Presiding Officer

Attested by:

ATTY, KHALID A. ATEGA JR.

Sangguniang Panlungsod Secretary

Noted by

HON. STRIKE B. REVILLA

City Mayor H



#### MEMORANDUM OF AGREEMENT

#### 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-LOU":

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 HBAC 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 RAE 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 conductive 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, obsenteeism, 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 free, 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 berein;

- 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 erise 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 construct 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

Ry:

By:

Atty. FIDEL J. EXCONDE, JR. Olc-Executive Commissioner

Hon. STRIKE B. REVILLA City Mayor

Signed in the presence of:

#### HAROLD NW ALCANTARA

Chief Regional Adjudicator HSAC RAB IV-A

City of Bacont

REPOBLIC OF THE PHILIPPINGS

Queson City

ACKNOWLEDGMENT

BEFORE ME, this \_\_\_\_\_\_, personally appeared:

) s.s.

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 WREREOF, I have hereunto set my band and affixed seaf of the egency on the day, year and place above written.

ADMINISTERING OFFICER

• Community of the Service of the Service of the Research of the Service of the S	g iki Busansa Mewata Jadi Na Tuku Badanak Engil	am et NSDIN OUFFUT	
REPUBLIC OF THE PHILIPPIN	ES ) )s.s.		
,	ACKNOWLEDGMENT		
BEFORE MB, a Notary Public for end in the above jurisdiction, personally appeared the following:			
NAME  City Government of Baccor, Cavite	COMPETENT EVIDENCE OF IDENTIFICATION	DATE/PLACE ISSUED	
Hon. STRIKĒ B. REVĮLLA	<del></del>	<del></del>	
known to me and to me known to be the same person who executed the foregoing instrument and admowledged 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 S	SEAL, this Becoor City,	Cavite, Philippines.	
	NOTARY		

Doc. No. \_ Page No. \_ Book No. \_\_ series of 2025.