



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



CITY RESOLUTION NO. 2025-903

Series of 2025

DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

ON-LEAVE

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

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

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT (DHSUD) AND THE CITY GOVERNMENT OF THE CITY OF BACOR, CAVITE FOR THE IMPLEMENTATION OF PREFABRICATED HOMES IN PASAY CITY UNDER THE EXPANDED 4PH PROGRAM.

Sponsored by:

Hon. Horacio M. Brillantes, Jr.

Co-sponsored by:

Hon. Roberto I. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Manolo S. Galvez, Jr. Hon. Adriellito G. Gawaran, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Levy M. Tela, and Hon. Ricardo F. Ugalde.

WHEREAS, on 28 November 2025, City Mayor, Hon. Strike B. Revilla, formally requested the Sangguniang Panlungsod to consider and approve the proposed Memorandum of Agreement between the Department of Human Settlements and Urban Development (DHSUD) and the City Government of the City of Bacoor, Cavite in line with the national government's efforts to immediately address the need for adequate and affordable housing for Filipino families.

WHEREAS, in support of the said national effort, the DHSUD launched the Expanded Pambansang Pabahay Para sa Pilipino Program (the "Expanded 4PH Program") and identified the City of Bacoor as a priority area in the implementation of the said program.

WHEREAS, under the proposed MOA, the City Government shall continue to facilitate temporary resettlement or relocation housing through the deployment of prefabricated homes within its territorial jurisdiction that were originally constructed and completed in Pasay City.





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City Councilor-ABC President

HON. PALM ANGELS BUNCIO

City Councilor- SK Federation President

NOW THEREFORE, upon motion of Councilor Horacio Brillantes Jr., unanimously seconded by the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod in regular session assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign the Memorandum of Agreement between the Department of Human Settlements and Urban Development (DHSUD) and the City Government of the City of Bacoor, Cavite for the implementation of prefabricated homes in Pasay city under the Expanded 4PH Program.

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

APPROVED unanimously on 1 December 2025 by the 6th 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 by:

ATTY. KHALID A. ATEGA JR.

Sangguniang Panlungsod Secretary

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

Noted:

HON. STRIKE B. REVILLA

City Mayor



MEMORANDUM OF AGREEMENT
(Prefab Homes for the City Government of _____)

This **Memorandum of Agreement** (or the "**Agreement**") is made, entered into, and executed this _____ by and among:

The **DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT**, a national government agency created and operating under Republic Act (RA) No. 11201, with office address at **DHSUD Bldg., Kalayaan Avenue corner Mayaman Street, Diliman, Quason City**, herein represented by Secretary **JOSE RAMON P. ALILING**, and hereinafter referred to as "**DHSUD**";

- and -

The **CITY/MUNICIPALITY OF _____**, a local government unit in the Province of _____, duly established under the laws of the **Republic of the Philippines**, with official address at _____, herein represented by its **City Mayor**, _____, and hereinafter referred to as "**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 Expanded *Pambansang Pabahay Para Sa Pilipino* (4PH) Program ("Expanded 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, the **DHSUD** is likewise the primary government agency implementing the Balanced Housing Development Program (or "BHDP") required under Section 18 of RA No. 7279 or the "Urban Development and Housing Act of 1992", as amended by RA No. 10884, and its implementing rules and regulations, including HLURB Resolution No. 965 (s. 2017), DHSUD Department Order (DO) Nos. 2021-004 and 2022-006;

WHEREAS, Section 1, Item 1.1 of DHSUD DO No. 2021-004 provides that developers may comply with the BHDP through non-saleable and non-recoverable participation as incentivized compliance for the purpose of reservation for temporary shelter and resettlement. Further, Section 1, Item 1.3 of DHSUD DO No. 2022-006 provides that developers may comply with the BHDP through non-saleable and non-recoverable participation as incentivized compliance through direct participation in the housing construction in the resettlement or relocation sites for the victims of calamities.

WHEREAS, the **LGU** has been identified by the **DHSUD** as a succeeding priority area for the implementation of the Expanded 4PH Program, and shall continue to facilitate

temporary resettlement or relocation housing through the use of Prefab Homes originally constructed and completed on the lot adjacent to the Park N Fly Building in Pasay City.

WHEREAS, the LGU, evidenced by the Sangguniang Bayan Resolution No. _____ dated _____, allowed the execution of this Agreement with the DHSUD for the provision of prefabricated modular housing units (hereinafter referred to as "Prefab Homes") and the free utilization of the property to be determined by the LGU;

WHEREAS, the DHSUD agrees to assist the LGU for the temporary resettlement or relocation housing. The LGU agrees to identify and utilize land within its territorial jurisdiction that is appropriate for temporary resettlement or relocation housing;

WHEREAS, the Parties have mutually agreed to put their resources together and formally 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 PURPOSE

Section 1. This Agreement pertains to and shall govern the temporary provision of Prefab Homes to the LGU to be used for the temporary resettlement or relocation housing for calamity victims. The Prefab Homes will be placed in the land within the jurisdiction of the LGU that is appropriate for temporary resettlement or relocation housing.

ARTICLE II RESPONSIBILITIES AND UNDERTAKINGS OF THE DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT

Section 1. The DHSUD, in accordance with existing rules and regulations to implement the BHDP, will identify the developer/s who will contribute amounts sourced from their incentivized compliance with the BHDP to fund the purchase of the Prefab Homes. A corresponding Agreement will be executed by the DHSUD and the identified developer/s for this purpose.

The subject Prefab Homes shall remain under the ownership of the DHSUD and shall be solely used in the furtherance of the BHDP.

Section 2. The DHSUD agrees to perform the following undertakings:

- a. Provide Prefab Homes to the LGU to be used for free for the temporary resettlement or relocation housing of the LGU for a period of one (1) year from the execution of this Agreement, subject to extension upon agreement of the Parties and subsequent execution of an appropriate document evidencing the same;
- b. Ensure regular and close coordination with the LGU in relation to the provision, turnover, and monitoring of the use of the Prefab Homes provided to the LGU; and
- c. Provide other necessary support and assistance pursuant to its statutory mandate in order to implement this Project.

ARTICLE III RESPONSIBILITIES AND UNDERTAKINGS OF THE LGU

Section 1. The LGU shall identify and allow the free use of land/s within its jurisdiction appropriate for temporary resettlement or relocation housing for the victims of the earthquake. The LGU understands that the Prefab Homes will be loaned by the DHSUD for a period of one (1) year from execution of this Agreement, subject to possible extension, subject to the agreement of the Parties.

Section 2. The LGU will provide the DHSUD and the supplier of the Prefab Homes the necessary assistance, including technical and legal documents, for the installation and maintenance of the Prefab Homes.

Section 3. The LGU, in coordination with the DHSUD, shall identify the beneficiaries of the temporary resettlement or relocation homes located in the Property.

Section 4. The LGU agrees to render and fulfill the following obligations to support the provision and installation of Prefab Homes:

- a. Authorize the DHSUD and its authorized representatives, employees, and agents to mobilize and access the property for the purpose of conducting the necessary technical studies and surveys;
- b. Authorize the DHSUD and its authorized representatives, employees, and other necessary officers and personnel identified by the DHSUD to access the Property for the purpose of delivery and installation for the duration thereof and as may be necessary for any additional works or repairs, or back jobs;
- c. Authorize the representatives of the DHSUD to similarly conduct monitoring and inspection of the Prefab homes during the effectivity of the Agreement;
- d. Provide necessary security and maintenance for the loaned Prefab Homes while the same is within the jurisdiction of the LGU. The LGU takes responsibility for the damage or loss of the Prefab Homes during the duration of the Agreement;
- e. Undertakes to lead and extend full assistance and cooperation in implementing the Agreement, including the management and maintenance of the project for the full duration thereof.
- f. Ensure the proper implementation of the relocation process and the identification, selection, and qualification of the beneficiaries of the Prefab Homes, and
- g. Extend other necessary support and assistance pursuant to its statutory mandates in order to implement the Agreement.

Section 5. Once the Prefab Homes are turned over to the LGU, the latter will be responsible for the administration, security, and maintenance of the same for a period defined under Section 2(a), Article II of this Agreement. The LGU ensures that the Prefab Homes shall be used solely as temporary residential relocation or resettlement houses for its intended beneficiaries. The LGU shall not alter or modify the location and components of the Prefab Homes without prior consultation and approval of the DHSUD.

ARTICLE IV 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 period of one (1) year from such execution, subject to extension upon agreement of the Parties, unless earlier terminated by consent of the Parties, or upon written notice given by any Party to the other Party 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:

- a. Failure, omission, or neglect by any of the Parties to comply with any of its material obligations under this Agreement; or
- b. Inability by any of the 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 Party shall take immediate steps to end this Agreement in a prompt and orderly manner, with the purpose of reducing expenditures to a minimum.

ARTICLE V 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 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 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 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 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 Quezon City only, to the exclusion of any other venues.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Memorandum of Agreement this ____ day of _____, 2025 in _____.

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

**MUNICIPALITY OF _____
PROVINCE OF _____**

By:

By:

JOSE RAMON P. ALILING
Secretary

City Mayor

SHARON FAITH S. PAQUIZ
Senior Undersecretary

RAMON QUINTIN CLAUDIO C. ALLADO
Undersecretary

EDUARDO P. ROBLES JR.
Undersecretary

ANGELITO F. AGUILA
Assistant Secretary

SIGNED IN THE PRESENCE

ACKNOWLEDGMENT

Republic of the Philippines }
Quezon City } S.S.

BEFORE ME, personally appeared:

Name	Valid Government Issued I.D.	Date of Issue / Expiry
Engr. Jose Ramon P. Aliling		
Atty. Sharon Faith S. Paquiz		
Atty. Ramon Quintin Claudio C. Allado		
Eduardo P. Robles Jr.		
Atty. Angelito F. Aguila		

known to me to be the same persons who executed the foregoing instrument, and each acknowledged to me that they have acted in a representative capacity, that they are duly authorized to represent as such, and that the same are their own free and voluntary act and deed as well as of the Government Agency represented.

This Memorandum of Agreement consists of seven (6) pages, including the page whereon this acknowledgment is written, signed by the Parties and their witnesses.

WITNESS MY HAND AND NOTARIAL SEAL, this _____ day of _____ in _____, Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2025.

NOTARY PUBLIC

ACKNOWLEDGMENT

Republic of the Philippines }
_____ } s.s.

BEFORE ME, personally appeared:

Name	Valid Government Issued I.D.	Date of Issue / Expiry
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Mayor

known to me to be the same person who executed the foregoing instrument, and each acknowledged to me that he has acted in a representative capacity, that he is duly authorized to represent as such, and that the same is his own free and voluntary act and deed as well as of the Local Government Unit represented.

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WITNESS MY HAND AND NOTARIAL SEAL, this _____ day of _____, in _____, Philippines.

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Page No. _____;
Book No. _____;
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NOTARY PUBLIC