



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-207
Series of 2023

[Signature]
DISTRICT I
HON. CATHERINE SARINO-EVARISTO
City Councilor

[Signature]
HON. MICHAEL E. SOLIS
City Councilor

[Signature]
HON. ADRIELITO G. GAWARAN
City Councilor

[Signature]
HON. VICTORIO L. GUERRERO, JR.
City Councilor

[Signature]
HON. ALEJANDRO F. GUTIERREZ
City Councilor

[Signature]
HON. LEVY M. TELA
City Councilor

[Signature]
DISTRICT II
HON. ROBERTO L. ADVINCULA
City Councilor

[Signature]
HON. REYNALDO D. PALABRICA
City Councilor

[Signature]
HON. REYNALDO M. LABIAN
City Councilor

[Signature]
HON. ROGELIO M. NOLASCO
City Councilor

[Signature]
HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

[Signature]
HON. SIMPLICIO G. DOMINGUEZ
City Councilor

[Signature]
HON. RAMON N. BAUTISTA
Ligo ng mga Barangay President

[Signature]
HON. MAC RAVEN ESPIRITU
SK Federation President

[Signature]
Attested by:
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

[Signature]
Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

[Signature]
Noted by:
HON. STRIKE B. REVILLA
City Mayor

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE HUMAN SETTLEMENT ADJUDICATION COMMISSION PERTAINING TO THE ESTABLISHMENT OF A SATELLITE OFFICE IN THE CITY OF BACOR.

Sponsored by:

Hon. Alde Joselito F. Pagulayan

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Reynaldo Fabian, Hon. Adrielito G. Gawaran, Hon. Victorio L. Guerrero, Jr., Hon. Catherine Sarino-Evaristo, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela

WHEREAS, the Human Settlement Adjudication Commission (HSAC) has expressed its interest in establishing a satellite office in the City of Bacoor to better serve the needs of the residents of the City of Bacoor and its neighboring areas;

WHEREAS, under Section 31 of RA 7279, the HSAC is mandated to provide technical and legal assistance in resolving disputes and conflicts arising from urban land tenure; to exercise visitorial powers over urban poor housing projects, and to oversee the provision of basic services and facilities to urban poor communities. In order to fulfill these functions, the HSAC has the power to establish satellite offices and cooperate with local government units.

WHEREAS, Section 38 of the same law provides for the establishment of People's Law Enforcement Boards (PLEBs) in every city and municipality to assist the HSAC in the performance of its functions. The PLEBs are composed of representatives from the local government, non-government organizations, and the urban poor sector, and are tasked with resolving disputes relating to urban land tenure.

WHEREAS, Section 39 of RA 7279 authorizes the HSAC to enter into contracts and agreements with government agencies, non-government organizations, and other entities, including local government units, for the purpose of carrying out its mandate. This provision allows the HSAC to cooperate with local government units in establishing satellite offices and providing services to the urban poor communities.

WHEREAS, the establishment of a satellite office in the City of Bacoor will provide the residents with easier access to the services of the HSAC and will help to alleviate the workload of the main office;



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. VICTORIO L. GUERRERO, JR.
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. EABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
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

WHEREAS, the establishment of a Human Settlement Adjudication Commission (HSAC) office in the City of Bacoor can be beneficial to the City Government in several ways:

- a. Improved delivery of services: With a satellite office in the City, residents will have easier access to the services of the HSAC. This can help to expedite the resolution of disputes and conflicts arising from urban land tenure, as well as the provision of basic services and facilities to urban poor communities.
- b. Alleviation of workload: The establishment of a satellite office in Bacoor will help to alleviate the workload of the main office. This means that the HSAC can more efficiently and effectively carry out its mandate to provide technical and legal assistance to resolve disputes and conflicts arising from urban land tenure, exercise visoratorial powers over urban poor housing projects, and oversee the provision of basic services and facilities to urban poor communities.
- c. Partnership with the local government: The establishment of a satellite office in Bacoor also means that the HSAC can form a partnership with the City Government to address urban poor issues in the area. This partnership can help to ensure that the needs of the urban poor communities are effectively addressed through the cooperation of the HSAC and the local government.
- d. Improved urban poor housing projects: The HSAC can provide technical assistance to the City Government in the implementation of urban poor housing projects. This assistance can help to ensure that these projects are properly implemented, and that the rights and welfare of the urban poor communities are protected.

WHEREAS, the City Government of Bacoor supports the establishment of a satellite office in the City of Bacoor and recognizes the benefits that it will bring to the residents of the City and the surrounding areas;

WHEREAS, under the Local Government Code of 1991, the City Mayor shall represent the city in all its business transactions and sign on its behalf all contracts upon the authority of the Sangguniang Panlungsod. Moreover, no contract may be entered into by the local chief executive without the Sangguniang Panlungsod's prior authorization.

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 to authorize the signing of the Draft Memorandum of Agreement between the City Government and the HSAC regarding the establishment of a satellite office in the City of Bacoor.

RESOLVED LASTLY, to furnish the HSAC, the University of the Philippines Office of the National Administrative Register (UP-ONAR),



Office of the Sangguniang Panlungsod

DISTRICT I

[Signature]
HON. CATHERINE SARINO-EVARISTO
City Councilor

[Signature]
HON. MICHAEL E. SOLIS
City Councilor

[Signature]
HON. ADRIELITO G. GAWARAN
City Councilor

[Signature]
HON. VICTORIO L. GUERRERO, JR.
City Councilor

[Signature]
HON. ALEJANDRO F. GUTIERREZ
City Councilor

[Signature]
HON. LEVY M. TELA
City Councilor

DISTRICT II

[Signature]
HON. ROBERTO L. ADVINCULA
City Councilor

[Signature]
HON. REYNALDO D. PALABRICA
City Councilor

[Signature]
HON. REYNALDO M. LABIAN
City Councilor

[Signature]
HON. ROGELIO M. NOLASCO
City Councilor

[Signature]
HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

[Signature]
HON. SIMPLICIO G. DOMINGUEZ
City Councilor

[Signature]
HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

[Signature]
HON. MAC RAVEN ESPERITU
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

and other government agencies concerned with copies of this Resolution.

APPROVED on the 6th day of March 2023 at the City of Bacoor, Cavite by the 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 the law.

Certified by:

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

Attested by:

[Signature]
ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

[Signature]
HON. STRIKE B. REVILLA
City Mayor

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 independent 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, Diliman, Quezon City, 1101 Metro Manila, represented herein by its Executive Commissioner, MELZAR P. GALICIA, 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-LGU";

HSAC and BACOOR-LGU are herein collectively called the "Parties".

WITNESSETH:

WHEREAS, in line with its mandate and vision, HSAC, as an independent quasi-judicial agency, aims to afford its stakeholders equal access to legal process that is geared towards just, speedy, impartial, transparent and inexpensive resolution of dispute involving Housing and Real Estate Development and transactions, Land Use, and Homeowners Associations;

WHEREAS, HSAC welcomes the opportunity to collaborate and partner with the concerned local government unit/s 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 BACCOOR-LGU, through its incumbent city mayor, has proposed and expressed its willingness to collaborate and partner with HSAC for the establishment of the HSAC RAB IV-A's satellite or extension office in Bacoor, Cavite, to ensure that concerned constituents of the province of Cavite, particularly the city of Bacoor, and such other nearby cities and municipalities of the province of Laguna, are afforded adequate and equal access to legal process that is geared towards just, speedy impartial, transparent and inexpensive resolution of dispute involving Housing and Real Estate Development and transactions, Land Use, and Homeowners Associations;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

Section 1. OBLIGATIONS OF BACCOOR-LGU:

- a. Provide and allocate a suitable, conducive, fully furnished and fully-equipped office-space within its territorial jurisdiction for the establishment of the HSAC RAB IV-A's extension or satellite office to service and cater to the HSAC's clientele and stakeholders in the province of Cavite, particularly in the city of Bacoor, and in other nearby cities and municipalities of the province of Laguna;
- b. Deploy and assign additional and qualified personnel to service the administrative, operational and security support requirements of the said extension or satellite office; and
- c. Cover or shoulder the costs of additional deployed personnel, administrative, operational and security expenses in maintaining the said extension or satellite office.

Section 2. OBLIGATIONS OF HSAC:

- a. Provide the additional deployed personnel with the necessary supervision, orientation and training in the effective performance of their assigned tasks at the said extension or satellite office; and
- b. Formulate, in consultation with the incumbent city mayor of the BACCOOR-LGU and/or his duly authorized representative/s, and thereafter, issue a Memorandum

Circular prescribing the rules and regulations necessary for the effective and efficient implementation of this MOA within thirty (30) calendar days from the signing hereof.

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 herein;
- 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:

- a. 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 arise 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 construed 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 City of Calamba, Laguna, to the exclusion of all other courts;
- e. This Agreement shall take effect upon signing hereof of the representatives of both parties. This shall be effective for one (1) year from date of the signing of the said MOA, subject to subsequent renewal periods of one (1) year each time, upon the agreement of both parties. Any change in the composition of the Management 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.

HSAC:

BACOR-LGU:

By:

By:

MELZAR P. GALICA
Executive Commissioner

STRIKE B. REVILLA
City Mayor

SIGNED IN THE PRESENCE OF:

HAROLD NW ALCANTARA
Chief Regional Adjudicator
HSAC RAB IV-A

ROLANDO B. BACSA
Chief Administrative Officer
HSAC RAB IV-A

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in _____ this
_____, personally appeared the following:

NAME	I.D. and ID No.	DATE/PLACE OF ISSUE
MELZAR P. GALICIA _____	_____	_____
STRIKE B. REVILLA _____	_____	_____

Known to me to be the same persons who executed the foregoing instrument (five pages including this Acknowledgment) and they acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and place above written.

Doc. No. ____
Page No. ____
Book No. ____
Series of 2023