



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

Absent

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. FABIAN
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. KHARIE A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
Sick Leave

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023-291

Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE DEPARTMENT OF HUMAN SETTLEMENT AND URBAN DEVELOPMENT (DHSUD) WITH REGARD TO THE PAMBANSANG PABAHAY SA PAMILYANG PILIPINO (4PH) PROGRAM.

Sponsored by:

Hon. Alde Joselito Pagulayan

Co-Sponsored by:

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

WHEREAS, on 26 June 2023, the Office of the Sangguniang Panlungsod of Bacoor City received a letter-request from the Office of the City Mayor for the approval of a resolution authorizing the City Mayor to enter and sign a Memorandum of Understanding with the Department of Human Settlements and Urban Development (DHSUD) in relation to the Pambansang Pabahay sa Pamilyang Pilipino (4PH) program. The proposed Memorandum of Understanding is deemed incorporated and made an integral part of this Resolution.

WHEREAS, the 4PH Program is a government housing project through the Department of Human Settlement and Urban Development (DHSUD) which aims to service the housing needs of the Philippines for over six million families by 2028.

WHEREAS, under Article XIII, Section 9 of the 1987 Constitution, the State shall make available at affordable cost decent housing to underprivileged and homeless Filipinos.

WHEREAS, under Section 17 of the Local Government Code of 1991 (Republic Act No. 7160), local government units shall provide basic services and facilities, including



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City Councilor

HON. SIMPLIFICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BALUSTIA
Liga ng mga Barangay President

HON. MAC WALTER ESPERITU
SK Federation President

Attested by:

ATTY. KHADIA A. MTEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
Sick Leave

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

infrastructure facilities intended primarily to service the needs of its constituents and projects for low-cost housing.

WHEREAS, the 4PH Program implements inventive approaches to maximize land resource utilization, specifically focusing on vacant, idle, blighted, and underutilized government and privately owned lands for housing and mixed-use development.

WHEREAS, furthermore, the Program aims to enhance land utilization, particularly in densely populated urban areas and component cities, by prioritizing vertical housing and embracing township development models.

WHEREAS, vertical housing, also known as high-rise or multi-story buildings, offers several advantages as a viable, efficient, and resilient mode of providing low-cost housing, such as space optimization, cost-efficiency, increased housing density, infrastructure accessibility, and sustainability.

WHEREAS, vertical housing is cost-effective compared to traditional or horizontal housing developments because, by utilizing a smaller land area, the government can reduce land acquisition costs. Additionally, vertical housing allows for efficient sharing of infrastructure and utilities, reducing construction and maintenance expenses.

WHEREAS, township development models also provide various advantages as a viable, efficient, and resilient approach to low-cost housing because they allow for comprehensive planning of urban areas, encourage mixed-use development, improve infrastructure efficiency, stimulate the development of communities, and expand economic opportunities.

WHEREAS, townships incorporate mixed-use development, combining residential, commercial, and recreational spaces within close proximity. This integration reduces commuting distances and promotes a more walkable and sustainable environment. Residents have convenient access to shops, schools, parks, healthcare facilities, and employment opportunities within the township itself.

WHEREAS, the proposed Memorandum of Understanding imposes upon the City of Bacoor the responsibility of identifying the land that is suitable and safe



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City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BASTISTA
Liga ng mga Barangay President

HON. MAC RAYEN ESPERITU
SK Federation President

Attested by

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

Certified by:
Sick Leave

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by

HON. STRIKE B. REVILLA
City Mayor

for enrollment to the Program and the responsibility to carry out the beneficiary listing.

WHEREAS, the proposed Memorandum of Understanding is a preparatory instrument that binds the parties to execute a subsequent Memorandum of Agreement to give effect to the various commitments provided under the proposed Memorandum of Understanding.

WHEREAS, the signing and implementation of the proposed Memorandum of Understanding is consistent with the duty of the City Government of Bacoor under its Section 8 of its charter (Republic Act No. 10160) to ensure the provision of basic services including those that promote the health of its residents.

WHEREAS, the City Mayor has the power to represent the City in its business transactions and sign on its behalf all contracts upon authority of the Sangguniang Panlungsod under Republic Act No. 7160 or the Local Government Code of 1991.

NOW THEREFORE, upon motion of Hon. Alde Joselito 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 City Mayor to sign the proposed Memorandum of Understanding between the City Government of Bacoor and Department of Human Settlements and Urban Development regarding the implementation of the 4PH Program.

RESOLVED LASTLY, to furnish the Department of Human Settlements and Urban Development, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED on the 3rd day of July 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 law.



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Liga ng mga Barangay President

HON. MAC RAVEN ESPERITU
SK Federation President

Attested by:

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

Certified by:
Sick Leave

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

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
City Mayor

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (**MOU**) is made, entered into, and executed this _____ by and between:

The **DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT**, 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** [*or other authorized DHSUD Official*], hereinafter referred to as "**DHSUD**";

- and -

The **CITY GOVERNMENT OF BACOR, CAVITE**, a Local Government Unit existing under the laws of the Republic of the Philippines, with principal office at Bacoor Government Center Bayanan, Bacoor City, Cavite, herein represented by its Mayor, **HON. STRIKE B. REVILLA**, by virtue of Sanggunian Panglungsod Resolution No. _____,¹ dated _____, hereinafter referred to as the "**LGU**".

DHSUD and the LGU may also be referred to individually as "Party" and collectively as "Parties".

WITNESSETH: That

WHEREAS, Republic Act (R.A.) No. 11201 created the Department of Human Settlements and Urban Development (DHSUD) as the primary national government entity responsible for the management, policy, regulation, and program coordination of housing, human settlement, and urban development concerns;

WHEREAS, the *Pambansang Pabahay Para sa Pilipino (4PH) Program* is a government housing project through the Department of Human Settlement and Urban Development (DHSUD) in tandem with its key shelter agencies, which aims to service the housing needs of the Philippines for over six million families by 2028;

¹ Annex "A"

WHEREAS, the LGU, in support of the said DHSUD Program, commits to identify and allocate to DHSUD a parcel or parcels of its land ("Property") for the development of the foregoing housing projects;

WHEREAS, the Parties aim to develop housing projects for the benefit of the residents of Bacoor City, Cavite, especially the Informal Settler Families (ISFs), both for residential and commercial purposes, by pooling together their technical, financial and manpower resources for the development of the said projects;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree to the following:

Section 1. RESPONSIBILITIES AND OBLIGATIONS OF DHSUD. DHSUD shall facilitate, either directly or through its Key Shelter Agencies (KSAs), the implementation of the housing projects in collaboration with the LGU and other relevant agencies.

DHSUD shall also assist the LGU in the preparation of the necessary documents and in securing the required permits and licenses issued by national government agencies.

It likewise warrants to expedite the development of the housing projects on the Property.

Section 2. RESPONSIBILITIES AND OBLIGATIONS OF THE LGU. The LGU shall be responsible for identifying the land that is suitable and safe for enrolment to the Program.

It shall comply with the technical, financial, and documentary requirements as may be required under the Program and shall facilitate the processing of all required permits and licenses to be issued by the local authorities for its full implementation.

It shall carry out the beneficiary listing, which shall include, but not be limited to, social preparation, ISF census enumeration, socio-economic profiling, and the establishment of social parameters.

Section 3. EXECUTION OF A SUBSEQUENT AGREEMENT. The Parties bind themselves to execute the corresponding Memorandum of Agreement (MOA) to effectuate the commitments and obligations of the Parties in this MOU relative to the realization of the Program in the City of Bacoor, Cavite.

Section 4. MISCELLANEOUS PROVISIONS:

4.1 MUTUAL UNDERSTANDING – This MOU contains the mutual understanding between the Parties on the subject matter, subject to the definitive agreement contemplated under Section 3 that the Parties may subsequently enter into.

It is understood that all terms and conditions herein provided are subject to and subordinate to the internal approvals, existing laws, rules, regulations, and circulars pertinent to the subject matter of this MOU. In case of conflict, the pertinent provisions of such rules, regulations, and circulars shall prevail.

4.2 COUNTERPARTS – This MOU may be executed simultaneously in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.3 GOOD FAITH – In complying and implementing the terms of this MOU, the Parties shall exercise good faith and cooperation to ensure the fulfillment of their common objective.

4.4 BINDING EFFECT – This MOU shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors-in-interest and permitted assigns.

4.5 NON-WAIVER OF RIGHTS – The rights of a Party will not be prejudiced or restricted by any indulgence or forbearance extended by it to the other Party, and no waiver by a Party in respect of any breach of this MOU will operate as a waiver in respect to any current or subsequent breach thereof;

4.6 SEPARABILITY – If any term, provision, or condition provided in this MOU is subsequently declared void, contrary to law, or unenforceable by a court of competent jurisdiction, the validity of the other terms, provisions or conditions not affected by such declaration shall remain valid and binding. The Parties shall however endeavor and exert best efforts to agree on the substitution of the void, illegal or unenforceable provision(s) with legally acceptable clauses approximating as closely as possible the sense, intent and purpose of the affected provisions and of this Understanding as a whole; and

4.7 GOVERNING LAW – This MOU shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Memorandum of Understanding this _____ in _____.

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

**CITY GOVERNMENT OF BACOR,
CAVITE**

By:

By:

JOSE RIZALINO L. ACUZAR
Secretary

HON. STRIKE B. REVILLA

City Mayor

[or Other Authorized DHSUD Official]

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPINES }
_____ } S.S.

BEFORE ME, personally appeared:

- | | |
|---|---|
| 1) Jose Rizalino L. Acuzar
<i>[or Other Authorized DHSUD
Official]</i> | ID : _____
Issued On: : _____
Issued By: : _____
Expires On: : _____ |
| 2) Strike B. Revilla | ID : _____
Issued On: : _____
Issued By: : _____
Expires On: : _____ |

to me known 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 is their own free and voluntary act and deed as well as of the institutions and local government unit represented.

This Memorandum of Understanding consists of ___ () pages, including the page wherein this acknowledgment is written, signed by the Parties and their witnesses.

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

NOTARY PUBLIC

Doc No. _____
Page No. _____
Book No. _____
SERIES of 2023