



Republic of the Philippines
Province of Cavite
CITY OF BACOR

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. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

ON-LEAVE
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

CITY RESOLUTION NO. 2023-380A
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT AMONG THE CITY GOVERNMENT OF BACOR, THE NATIONAL HOUSING AUTHORITY AND THE CIUDAD KAUNLARAN HOMEOWNER'S ASSOCIATION, INC. REGARDING THE PROPERTY MANAGEMENT OF LOW-RISE BUILDING (LRBs) IN CIUDAD KAUNLARAN HOUSING PROJECTS LOCATED AT BARANGAY MOLINO II, CITY OF BACOR, CAVITE.

Sponsored by:

Hon. Alde Joselito F. Pagulayan

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela

WHEREAS, on 6 November 2023, the Sangguniang Panlungsod of Bacoor received a letter from the Office of the City Mayor requesting for an authority to sign a Memorandum of Agreement (MOA) with the National Housing Authority (NHA), and the Ciudad Kaunlaran Homeowner's Association, Inc. (CKHOAI) regarding the Property Management of Low-Rise Building (LRBs) in Ciudad Kaunlaran Housing Projects located at Barangay Molino II, City of Bacoor, Cavite.

WHEREAS, socialized housing projects like this one, are critical public initiatives to provide affordable decent and sustainable shelter for the less privileged and marginalized members of society .

WHEREAS, the NHA and CKHOAI affirm the preservation and proper maintenance of the socialized housing projects are in the best interests of all beneficiaries concerned.

WHEREAS, the City Government of Bacoor is in the best position to undertake the responsibility on proper use and maintenance of these projects and to ensure that they will take active roles in the community.

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.

WHEREAS, a draft MOA was sent by the Office of the City Mayor to the Sangguniang Panlungsod for review and consideration. The proposed Memorandum of Agreement is hereby



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[Signature]
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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

deemed incorporated into and made an integral part of this Resolution.

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 City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement among the City Government of Bacoor, the National Housing Authority and the Ciudad Kaunlaran Homeowner's Association, Inc. regarding the Property Management of Low-Rise Building (LRBs) in Ciudad Kaunlaran Housing projects located at Barangay Molino II, City of Bacoor, Cavite.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the NHA, the Ciudad Kaunlaran Homeowner's Association, Inc., 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 20th day of November 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.

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

(For the Property Management of Low-Rise Buildings (LRBs) in Ciudad Kaunlaran Housing Project, Brgy. Molino II, Bacoor City, Cavite Province)

KNOWN ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** is made and entered into this _____ 2023 ("Effective Date") in Bacoor City, Cavite, by and among:

The **NATIONAL HOUSING AUTHORITY**, a government-owned and controlled corporation, duly organized and existing by virtue of Presidential Decree No. 757 as amended, with principal office at NHA Main Bldg., Elliptical Road, Diliman, Quezon City, herein represented by its General Manager, **JOEBEN A. TAI**, and hereinafter referred to as the "**NHA**";

The **CITY GOVERNMENT OF BACOOR**, a local government unit duly organized and existing in accordance with the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite, represented in this Act by its local chief executive, **HON. STRIKE B. REVILLA**, pursuant to his authority conferred by the Sangguniang Panlungsod of Bacoor under City Resolution No. _____, Series of 2023, and hereinafter referred to as the "**LGU BACOOR**";

-and-

CIUDAD KAUNLARAN HOMEOWNER'S ASSOCIATION INC. (CKHOAI), a non-stock, non-profit organization duly registered with the Department of Human Settlement and Urban Development (DHSUD) with its postal address at Ciudad Kaunlaran Housing Project, Brgy. Molino II, Bacoor City, Cavite Province, represented by its President, **ROVIE L. MALDOS**, and hereinafter referred to as the "**ASSOCIATION**".

Individually referred to as a "**PARTY**" and collectively referred to as "**PARTIES**".

WITNESSETH THAT:

WHEREAS, on 13 October 2020, the NHA, the Association, and E.M. Cuerpo, Incorporated (Developer) entered into an Agreement ("Initial Agreement") for the timely, peaceful, and orderly relocation and resettlement of the informal settler families (ISFs) living in danger areas and those affected by the clearing of waterways, esteros and coastal areas within Manila Bay Area covered by Cavite Province under Community-Based Initiative Approach (CBIA). The initial Agreement is hereby attached as Annex "A" and shall form an integral part of this Agreement;

WHEREAS, pursuant to the Initial Agreement, the NHA shall finance the acquisition of developed home lots and the acquisition of completed housing units from the Developer of the Low-Rise Buildings through CBIA. In turn, the qualified member-

beneficiaries of the ASSOCIATION shall execute and sign the Individual Loan Agreements for the completed Low-Rise Building housing unit, which shall include the terms and conditions of payment;

WHEREAS, socialized housing projects, such as this one, are critical public initiatives to provide affordable, decent, and sustainable shelter for the less privileged and marginalized members of society. These socialized housing projects necessitates proper maintenance and use to preserve their purpose and ensure the longevity of the projects;

WHEREAS, the introduction of policies on the proper use and maintenance of these projects promotes accountability and responsibility among beneficiaries, ensuring that they will take active roles in maintaining their community, which in turn, contributes to their sense of pride and ownership. Enforcing these policies also deters potential abuses and ensure equal access and enjoyment of common facilities for all beneficiaries;

WHEREAS, the LGU BACOR takes it as its inherent duty and obligation to ensure that these socialized housing projects in the City, funded by taxpayers' money, are appropriately used and maintained to sustain their purpose and benefit for the greatest number of people;

WHEREAS, the NHA and the ASSOCIATION affirm that the preservation and proper maintenance of the socialized housing projects are in the best interest of all the beneficiaries concerned. The NHA and the ASSOCIATION likewise recognize that it is the LGU BACOR that is in the best position to undertake this responsibility;

NOW, THEREFORE, for and in consideration of the foregoing premises and mutual covenants herein contained, the parties do hereby agree and bind themselves to the following:

I. Coverage

This Memorandum of Agreement shall govern the proper use and maintenance of all housing units, shared facilities, and common areas within the LRBs in the Ciudad Kaunlaran Housing Project (the Housing Project) located at Brgy. Molino II, City of Bacoor, Province of Cavite. This includes but is not limited to, residential units, parks, playgrounds, communal utility spaces, pathways, and other shared facilities of the said housing project.

II. General Provisions

The NHA acknowledges and the ASSOCIATION, as the representative of all beneficiaries of the housing project, allows LGU BACOR to perform the following:

1. Introduce policies and guidelines in relation to the property management of the Housing Project;
2. Appoint Property Managers that will implement these policies and guidelines in the said Housing Project;
3. Collect Housing Maintenance Fees in the amount of FIFTY PESOS (PhP 50.00) per month from every beneficiary of the Housing Project.

III. Duties and Responsibilities

(1) The ASSOCIATION –

(A) Shall issue a Board Resolution (A) Allowing the LGU BACCOOR to introduce policies and guidelines in relation to the property management of the Housing Project; (B) Recognizing the authority of the Property Manager appointed by the LGU BACCOOR to implement these policies and guidelines in the said Housing Project; and (C) Imposing Housing Maintenance Fees in the amount of FIFTY PESOS (PhP 50.00) per month to be collected by the Property Manager from every beneficiary of the Housing Project.

(B) Shall issue a Board Resolution imposing the following duties and responsibilities in relation to the proper use and maintenance of all properties, units, facilities, and common areas to all beneficiaries within the Housing Project:

(i) *Duty to Maintain Cleanliness* – Beneficiaries must maintain the cleanliness of their individual housing units and the shared facilities and common areas they use. This includes proper waste disposal, adhering to any designated waste collection schedule, and maintaining sanitation in their immediate surroundings.

(ii) *Duty to Avoid Damage* – Beneficiaries are responsible for avoiding any intentional or negligent damage to their housing units, common areas, or shared facilities. This includes any damage to or vandalizing structures—amenities, utilities, or landscaping.

(iii) *Duty to Report Damage or Disrepair* – Beneficiaries must promptly report any damage or disrepair they notice in their housing units, shared facilities, or common areas to the designated city officials or to the property manager appointed to the Housing Project.

(iv) *Duty to Respect Others' Rights* – Beneficiaries must respect the rights and privacy of others. This includes minimizing noise, avoiding intrusive behavior, and respecting the right of other beneficiaries to the peaceful enjoyment of their units, property, or common areas.

(v) *Duty to Comply with Rules and Regulations* - Beneficiaries must comply with all rules and regulations outlined in this Agreement and any other relevant Ordinances, Laws, Rules, or Regulations, including those regarding waste disposal, noise levels, use of shared facilities, and to the directives of property manager appointed by the City Mayor for the Housing Project.

(vi) *Duty to Pay Housing Maintenance Fees and Taxes* - Beneficiaries must pay the agreed maintenance fees in full and on time, including Real Property Taxes and the like as set forth in the policies and ordinances of the City of Bacoar.

(vii) *Duty to Conserve Utilities* – Beneficiaries should exercise reasonable efforts to conserve utilities like water and electricity, both within their own housing units and in shared facilities.

(viii) *Duty to Cooperate During Inspections* - Beneficiaries must cooperate during any inspections conducted by the designated city officials to ensure the proper implementation of this Agreement and the maintenance of the housing units and facilities. This includes providing access to their housing units only as necessary and in accordance with pertinent inspection policies.

(ix) *Duty to Abide by Property Rights Policies* - No land, housing units, or improvements within the Housing Project should be sold, alienated, conveyed, encumbered, or leased by any beneficiary. All properties within the Housing Project shall remain under the ownership of the NHA in accordance with the policies and objectives of the socialized housing projects under the Initial Agreement.

(x) *Duty Against Subletting* – Beneficiaries should not sublet or rent out their housing units, or any part thereof, to others. The units are intended for the exclusive use of the designated beneficiaries and their immediate family.

(xi) *Duty Against Unauthorized Structural Changes* – Beneficiaries must not make any unauthorized alterations—additions, or improvements to their housing units or any other part of the socialized housing project. Any modifications must be carried out in accordance with the policies set forth in this ordinance and must receive prior approval from the designated city officials.

(xii) *Duty to Preserve Public Spaces* - Beneficiaries must not occupy or make private use of any common areas or public spaces within the socialized housing projects beyond their intended communal use. These spaces are for the enjoyment of all beneficiaries and should not be blocked or enclosed for personal use.

(xiii) *Duty Against Commercial Use* - Aside from areas specifically designated to be used for commercial activities, beneficiaries must not use their housing units, common areas, or any facilities within the socialized housing projects for commercial purposes.

(xiv) *Duty to Inform of Change in Circumstances* - Beneficiaries must inform the designated Property Manager of any changes in their family or financial circumstances that may affect their eligibility for continued participation in the socialized housing projects.

(xv) *Duty to Maintain Peace and Order* - Beneficiaries must actively maintain peace and order within their socialized housing project. Engaging in any criminal activity, getting into fights with neighbors, playing loud music that causes disturbance at night, and other activities that disrupt peace and harmony in the community shall not be tolerated.

(2) The LGU BACCOOR shall:

- (A) Formulate and introduce policies and guidelines in relation to property management for the general welfare of all the beneficiaries of the Housing Project;
- (B) Appoint a qualified Property Manager who will implement these policies and guidelines in the said Housing Project;
- (C) Collect Housing Maintenance Fees in the amount of FIFTY PESOS (PhP 50.00) per month from every beneficiary of the Housing Project.

(3) The NHA shall acknowledge the LGU BACCOOR's authority to intervene and act for the general welfare of all the beneficiaries of the Housing Project through subscription in this Memorandum of Agreement.

IV. UTILIZATION AND DISBURSEMENT OF HOUSING MAINTENANCE FEES

The Housing Maintenance Fees collected from the beneficiaries of the socialized housing projects under this Agreement shall be used exclusively for the following purposes:

(A) *Maintenance and Operations* - Thirty percent (30%) of the total Housing Maintenance Fees collected per year will be dedicated to the maintenance and operation of the housing projects.

This includes, but is not limited to, the clearing and upkeep of common areas, such as corridors, stairwells, elevators, administration offices, storage rooms, parks, and recreational facilities; the repair and replacement of shared infrastructure, like roads, sidewalks, and street lights, and the regular servicing of utility systems, such as water, sewerage, and power supply. This also includes the maintenance of cleanliness and sanitation of the housing units and the facilities of the housing projects.

(B) *Security and Safety Measures* - Ten percent (10%) of the total Housing Maintenance Fees collected per year will be allocated to provide security services and implement safety measures within the housing project areas.

This encompasses security personnel salaries, installing and maintaining CCTV cameras, emergency response training, and purchasing safety equipment, like fire extinguishers and first aid kits.

(C) *Community Development* - Ten percent (10%) of the total Housing Maintenance Fees collected per year shall be dedicated to community development initiatives, such as skills and livelihood training programs, the holding of community events, the construction of livelihood centers within the vicinity of the socialized housing project, and other activities aimed at fostering a sense of community among beneficiaries provided that these initiatives will not diminish the maintenance and operations of the project and the safety and security of the beneficiaries.

(D) *Emergency Fund* - Forty-five percent (45%) of the total Housing Maintenance Fees collected per year will be set aside to create an Emergency Fund to be maintained in a trust fund by the City Treasurer and shall be used to pay for unforeseen circumstances affecting the socialized housing projects and its beneficiaries such as the construction or repair of new buildings due to the impact of natural disasters or urgent large-scale repairs and maintenance works on existing buildings, the purchase, installation, and maintenance of alternative sources of energy such as solar or wind energy, the implementation of various climate change adaptation measures, and the like.

This fund will ensure the resilience and continuity of the socialized housing projects amidst unforeseen events. Provided that allocating the collected fees to this Emergency Fund will not unreasonably diminish the ability of the City Government to maintain, operate, and secure the housing projects.

(E) *Administration* - Five percent (5%) of the total Housing Maintenance Fees collected per year will be utilized for the administrative cost of managing these funds, which includes but is not limited to auditing, accounting, and reporting expenditures.

V. PROPERTY MANAGER AND ITS DUTIES AND RESPONSIBILITIES

The Property Manager is a natural or juridical person appointed by the City Mayor responsible for the operation, control, maintenance, and oversight of a real estate property; in this case, the property manager is responsible for the operation, control, maintenance, and oversight of the Housing Project.

The Property Manager shall be primarily responsible for the comprehensive management and maintenance of all housing projects of the City of Bacoor, operating under the direct supervision and control of the City Mayor and in strict adherence to this Agreement, prevailing City Ordinances, National Laws, and other government rules and regulations. The Property Manager shall:

- (1) Uphold and protect the rights, well-being, and interests of the residents in all actions and decisions, ensuring that the administration of the housing project is conducted fairly, responsibly, and transparently;
- (2) Foster a positive and inclusive living environment by actively addressing resident concerns, promoting community involvement, and ensuring that living conditions meet or exceed required standards;
- (3) Oversee the sustainable use of resources and the environmental protection of the housing project's site, taking into account long-term viability and implications on the broader City environment;
- (4) Coordinate with relevant government agencies, private sector entities, and other stakeholders for the improvement, development, and efficient management of the housing project, leveraging public-private partnerships while prioritizing the interests of the underprivileged and homeless citizens;
- (5) Implement and enforce rules and regulations for the housing project that are in alignment with this Agreement and applicable City Ordinances, City regulations, and national laws, ensuring residents' compliance and maintaining the peace and order within the community;
- (6) Regularly report to the City Mayor or his/her designated representative on the status of the Housing Project, including but not limited to maintenance issues, financial status, resident concerns, and overall performance of the Housing Project;
- (7) Assist tenants of the housing program in the paying of their dues;
- (8) Undertake any other duties and responsibilities that may be assigned by the City Mayor or his/her designated representative that align with the overall welfare of the beneficiaries of the housing project.

VI. PROPERTY MANAGEMENT SERVICES

A subset of Property Services that is primarily dedicated to maintaining and enhancing the physical structures within the property to meet the standards of satisfaction for residents or owner/occupiers. Activities under this service typically include the upkeep of buildings, administration of property assets, ensuring the valuation of property is current, and the strategic management of spaces to meet residents' needs and expectations.

VIII. LIABILITY TO THIRD PERSONS

All damages and losses of whatever nature that may be suffered by a third person as a result, directly or indirectly, of the fault or negligence of any of the parties hereto in the execution of its work or performance of its undertaking under this Contract shall be the sole responsibility of such party. Each party, therefore shall save and hold the other parties free and exempt from claims for damages, losses, penalties, and liabilities of whatever kind or nature, including all causes of action, suits, and judgments, arising from death or injury to persons or damage to property resulting from its fault or failure to exercise the diligence required in the execution of its work and in the performance of its undertaking.

It is the duty of each of the parties hereto, in order to minimize, if not eliminate, the incidence of such damages or losses that may be inflicted upon third persons, to provide all necessary safeguards, including the posting or warning signs at strategic points of the Housing Project, where necessary, and its vicinity to the end that incidents that may result in injury or death to persons and damages to property may be avoided or prevented.

IX. TERMINATION

Any time after the execution of this Agreement, the same may be terminated at the instance of any or all the PARTIES hereto or by reason of default described hereunder without prejudice to any other rights or remedies the PARTIES are entitled under this Agreement and applicable laws.

In the event of delay, each of the following events shall constitute a valid ground for default:

- a. Any failure, neglect, or inability on the part of any of the PARTIES hereto to comply with any of the terms and/or conditions of this Agreement; and
- b. Any misrepresentation or breach of warranty made in connection herewith and proven to have been incorrect or misleading as of the time it was made.

Termination of this Memorandum of Agreement shall be by service to all the parties of a written notice of termination, which shall take effect fifteen (15) days after receipt of said written notice.

X. MODIFICATION OF AGREEMENT

This Memorandum of Agreement may be modified or revised by a written agreement of the PARTIES, citing therein specific clause(s) to be revised or altered and the corresponding amendments thereto.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of October 2023.

City Government of Bacoor

National Housing Authority

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____

JOEBEN TAI
General Manager

Series of 2023

President
Ciudad Kaunlaran Homeowner's
Association

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI
City Administrator

(NHA Witness)

(HOA Witness)

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Bacoor, Cavite) S.S.

BEFORE ME, this _____ day of _____, 2023, personally appeared:

NAME	GOV'T ID NO.	DATE / PLACE ISSUED
STRIKE B. REVILLA		
JOEBEN TAI		

Who executed the foregoing Memorandum of Agreement consisting of Eight (8) pages signed on all pages, including this page on which this acknowledgment is written and acknowledged the same to be their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date place first above-written, this _____ day of _____, 2023 at Bacoor City, Cavite, Philippines.

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