Republic of the Philippines Province of Cagavan **TUGUEGARAO CITY**

NINTH CITY COUNCIL

COMMITTEE REPORT NO. 124-2024

April 11, 2024

Submitted by:

COMMITTEE ON RULES, LAWS AND ETHICS COMMITTEE ON INFRASTRUCTURE AND PUBLIC UTILITIES **COMMITTEE ON SOCIAL SERVICES**

PRESENT:

HON. MARC ALDOUS C. BACCAY

- Chairman (Rules)

HON. GILBERT S. LABANG

Member (Infrastructure) - Chairman (Social Services)

Member, Infrastructure

HON. MARK ANGELO B. DAYAG

- Chairman (Infrastructure)

HON. ARNEL T. ARUGAY

- Vice Chairman (Social Services)

- Member (Rules)/via zoom

HON, JUDE T. BAYONA

Vice Chairman (Rules)

HON. MARY MARJORIE P. MARTIN-CHAN- Vice Chairman (Infrastructure)/zoom

HON. MARIA ROSARIO B. SORIANO

- Member, (Rules)/ zoom

HON. IMOGEN CLAIRE M. CALLANGAN - Member (Social Services)/zoom

- Member (Rules) (Social Services)

HON. GRACE B. ARAGO HON. RESTITUTO RAMIREZ

- Member (Social Services)

HON. RONALD S. ORTIZ

- Member (Infrastructure)

GUEST:

Hon. Tirso V. Mangada

- SP Member

RESOURCE PERSONS:

Mr. Richardson P. Pancho

Mr. Von Valdepenas

- General Manager, V1 Countrywide Realty - Owner, V1 Countrywide Realty

Ar. Jomar C. Arugay

- Architect, V1 Countrywide Realty

Atty. Maries Z. Alan

Ar. Dwight Kobe Mendoza - Architect, V1 Countrywide Realty - Atty. II/ City Legal Office Representative

Engr. Gilbert Z. Quinan Ms. Perlita B. Calubaquib PDO III/ACPDC-OIC

- DHSUD-R02 Representative

Atty. Jannel B. Natividad

DHSUD-R02 Legal Officer

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the letter from Mr. Richardson P. Pancho, General Manager, V1 Countrywide Realty, requesting for a Resolution for the proposed Tripartite Agreement relative to the 4PH Condominium Program.

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Ref No	

FOR THE PRESIDING OFFICER:

The Members of the joint committees met and deliberated on the Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the letter from Mr. Richardson P. Pancho, General Manager, V1 Countrywide Realty, requesting for a Resolution for the proposed Tripartite Agreement relative to the 4PH Condominium Program. The joint committees respectfully submit the herein Committee Report and has the honor to report to this August body in session the following findings and recommendations.

FINDINGS:

- 1. Republic Act No. 11201 created the Department of Human Settlements and Urban Development (DHSUD) as the primary national government entity responsible for policy, direction, regulation, and management of housing, human settlements, and urban development.
- 2. The Department of Human Settlements and Urban Development (DHSUD) launched its flagship program in the year 2022: "Pambansang Pabahay Para Sa Pilipino: Zero ISF Program for 2028".
- 3. Department Circular No. 2022-04 dated December 15, 2022, declared the Pambansang Pabahay Para sa Pilipino (4PH) Program as a priority program of DHSUD.
- 4. In support to the 4PH Program, Pag-IBIG FUND as one of Government Financial Institutions (GFIs), has made its funds available for the development of housing projects under the program through its Pag-IBIG FUND Direct Developmental Loan Program.
- 5. The LGU, pursuant to its agreement with the DEVELOPER/CONTRACTOR, has adopted the implementation of the 4PH program.
- 6. The LGU shall be the lead proponent for the Project, the DHSUD shall oversee the implementation and other compliances necessary for the project, and the Pag-IBIG FUND shall fund the project as needed.
- 7. The parties have expressed their willingness to complement each other and jointly help to pursue the Program and commit to faithfully perform their obligations as contained in the MOA, providing quality yet affordable shelter to the underprivileged beneficiaries being one of the main thrusts of our government. Through competence and active involvement, the project is in pursuit of sustainable solutions for the growing housing backlogs in the City of Tuguegarao, Cagayan.
- 8. The Bipartite Memorandum of Agreement between the Developer and LGU Tuguegarao was already approved on March 11, 2024 which contains specific details or discussion about the project, its construction, its cost and inclusions. Following this is the Tripartite Memorandum of Agreement among DHSUD, HDMF and the Tuguegarao City Government which contains the obligations and responsibilities of the three parties such as the DHSUD, HDMF and the Tuguegarao City Government found in Section 4.1, 4.2 and 4.3 respectively.
- 9. Atty. Jannel Natividad, Legal Officer of DHSUD, mentioned during the meeting that the Tripartite MOA is a template that came from their central office. The DHSUD and the HDMF already had a coordination regarding what is written in the document. In case there are any revisions in the Tripartite MOA specifically in the obligations and

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responsibilities of the LGU, the LGU may submit a request letter of amendment to DHSUD Tuguegarao and DHSUD Tuguegarao will immediately endorse it to their Central Office for its approval.

10. There is a need for the passage of a resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

RECOMMENDATIONS:

Finding the subject matter to be in order, with merit and beneficial to the constituents of Tuguegarao City, the joint committees favorably recommend for the passage of a Resolution Approving the proposed Tripartite Agreement relative to the 4PH Condominium Program.

The joint committees further recommend for the passage of a Resolution Granting Authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the Tripartite Agreement relative to the 4PH Condominium Program subject to the consultation with the Local Chief Executive and the members of the Executive department regarding the concerns raised by Hon. Mary Marjorie P. Martin Chan, to wit:

- 1. To confirm from the City Engineering Office if the drainage system of the condominium project is already part of the entire drainage system of the LGU; and
- 2. That the provision on 4.3.10 under the **Responsibilities and Obligations of the LGU**, shall be subject for clarifications for funding and any amendments shall be specifically reflected in the MOA.

Attached herewith is the Draft Resolution.

Respectfully submitted:

HON. MARC ALDOUS C. BACCAY
Chairman, Committee on Rules, Laws and Ethics
Member, Committee on Infrastructure and Public Utilities

HON. GILBERT S. LABANG

Chairman, Committee on Social Services Member, Committee on Infrastructure and Public Utilities

HON. MARK ANGELO B. DAYAG

Chairman, Committee on Infrastructure and Public Utilities

HON. ARNEL T. ARUGAY

Vice Chairman, Committee on Social Services Member, Committee on Rules, Laws and Ethics

HON. JUDE T/BAYONA

Vice Chairman, Committee on Rules, Laws and Ethics

HON. MARY MARJORIE P. MARTIN-CHAN

Vice Chairman, Committee on Infrastructure and Public Utilities

HON. IMOGEN CLAIRE M. CALLANGAN

Member, Committee on Social Services

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HON. GRACE B. ARAGO

Member, Committee on Rules, Laws and Ethics Member, Committee on Social Services

HON. RESTITUTO RAMIREZ

Member, Committee on Social Services

Member, Committee on Infrastructure and Public Utilities

HON. MARIA ROSARIO B. SORIANO Member, Committee on Rules, Laws and Ethics

DRAFT RESOLUTION APPROVING THE PROPOSED TRIPARTITE AGREEMENT RELATIVE TO THE 4PH CONDOMINIUM PROGRAM AND GRANTING AUTHORITY TO THE CITY MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO SIGN FOR AND ON BEHALF OF THE TUGUEGARAO CITY GOVERNMENT THE SAID MOA

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

WHEREAS, the Department of Human Settlements and Urban Development (DHSUD) launched its flagship program in the year 2022: "Pambansang Pabahay Para Sa Pilipino: Zero ISF Program for 2028";

WHEREAS, Department Circular No. 2022-04 dated December 15, 2022, declared the Pambansang Pabahay Para sa Pilipino (4PH) Program as a priority program of DHSUD;

WHEREAS, in support to the 4PH Program, Pag-IBIG FUND as one of Government Financial Institutions (GFIs), has made its funds available for the development of housing projects under the program through its Pag-IBIG FUND Direct Developmental Loan Program;

WHEREAS, the LGU, pursuant to its agreement with the DEVELOPER/CONTRACTOR, has adopted the implementation of the 4PH program;

WHEREAS, the LGU shall be the lead proponent for the Project, the DHSUD shall oversee the implementation and other compliances necessary for the project, and the Pag-IBIG FUND shall fund the project as needed;

WHEREAS, the parties have expressed their willingness to complement each other and jointly help to pursue the Program and commit to faithfully perform their obligations as contained in the MOA, providing quality yet affordable shelter to the underprivileged beneficiaries being one of the main thrusts of our government. Through competence and active involvement, the project is in pursuit of sustainable solutions for the growing housing backlogs in the City of Tuguegarao, Cagayan;

WHEREAS, the Bipartite Memorandum of Agreement between the Developer and LGU Tuguegarao was already approved on March 11, 2024 which contains specific details or discussion about the project, its construction, its cost and inclusions. Following this is the Tripartite Memorandum of Agreement among DHSUD, HDMF and the Tuguegarao City Government which contains the obligations and responsibilities of the three parties such as the DHSUD, HDMF and the Tuguegarao City Government found in Section 4.1, 4.2 and 4.3 respectively;

WHEREAS, Atty. Jannel Natividad, Legal Officer of DHSUD, mentioned during the meeting that the Tripartite MOA is a template that came from their central office. The DHSUD and the HDMF already had a coordination regarding what is written in the document. In case there are any revisions in the Tripartite MOA specifically in the obligations and responsibilities of the LGU, the LGU may submit a request letter of amendment to DHSUD Tuguegarao and DHSUD Tuguegarao will immediately endorse it to their Central Office for its approval.

WHEREAS, there is a need for the passage of a resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City

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Government the said MOA.

WHEREAS, upon the evaluation of the subject referred, the joint committees recommend for the adoption and approval of the proposed Tripartite Agreement relative to the 4PH Condominium Program and the granting of authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA subject to the consultation with the Local Chief Executive and members of the Executive department regarding the concerns raised by Hon. Mary Marjorie P. Martin Chan, to wit:

- 1. To confirm from the City Engineering Office if the drainage system of the condominium project is already part of the entire drainage system of the LGU; and
- 2. That the provision on 4.3.10 under the **Responsibilities and Obligations of the LGU**, shall be subject for clarifications for funding and any amendments shall be specifically reflected in the MOA.

NOW, THEREFORE RESOLVED, as it is hereby **RESOLVED,** to approve the proposed Tripartite Agreement relative to the 4PH Condominium Program and to grant authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA subject to the consultation with the Local Chief Executive and members of the Executive department regarding the concerns raised by Hon. Mary Marjorie P. Martin Chan, to wit:

- 1. To confirm from the City Engineering Office if the drainage system of the condominium project is already part of the entire drainage system of the LGU; and
- 2. That the provision on 4.3.10 under the **Responsibilities and Obligations of the LGU**, shall be subject for clarifications for funding and any amendments shall be specifically reflected in the MOA.

MORANDUM OF AGREEMENT

This Memorandum	of Agreement	(the "MOA")	is made,	entered i	nto, and	executed	this
		ind between:					

The DEPARTMENT OF HUMAN SETTLEMENTS DEVELOPMENT, a national government agency primarily responsible for management of housing, human settlement, and urban development, with office address at the DHSUD Building, Kalayaan Avenue corner Mayaman Street, Diliman, Quezon City, herein represented by SECRETARY JOSE RIZALINO L. ACUZAR, hereinafter referred to as "DHSUD";

The HOME DEVELOPMENT MUTUAL FUND (also known as Pag-IBIG FUND), a government financial institution duly organized and existing under and by virtue of Republic Act No. 9679, with principal office at Petron. MegaPlaza, 358 Sen. Gli Puyat Avenue, Makati City, represented in this Act by its CHIEF EXECUTIVE OFFICER, MARILENE C. ACOSTA, hereinafter referred to as the "Pag-IBIG FUND";

The CITY OF TUGUEGARAO, CAGAYAN, a Local Government Unit existing under the laws of the Republic of the Philippines, with principal office at 2/F Tuguegarao Municipal Hall, Carig Sur, Tuguegaraom Cagayan, represented by its LOCAL CHIEF EXECUTIVE, MAYOR MAILA ROSARIO S. TING-QUE, duly authorized under Sanggunian Panlungsod Resolution No. 392-09-20231, dated AUGUST 01, 2023, and hereinafter referred to as the "LGU"

The DHSUD, Pag-IBIG FUND, and the LGU may also be individually referred to as "Party," and collectively as "Parties."

WITNESSETH:

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

WHEREAS, the Department of Human Settlements and Urban Development (DHSUD) launched its flagship program in the year 2022: "Pambansang Pabahay Para Sa Pilipino: Zero ISF Program for 2028"

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WHEREAS, Department Circular No. 2022-04 dated December 15, 2022, declared the Pambansang Pabahay Para sa Pilipino (4PH) Program as a priority program of DHSUD;

WHEREAS, the Pambansang Pabahay Para sa Pilipino (4PH) Program is a government housing program implemented by the DHSUD in partnership with its key shelter agencies; which aims to address the country's housing needs of over six million (6,000,000.00) by 2028;

WHEREAS, Pag-IBIG FUND is one of the premier financial institutions in the country, which aims to establish, develop, promote, and integrate a nationwide mutual provident savings system suitable for the needs of the employed and other earning groups, motivate, better plan, and provide for their housing needs by becoming qualified members of Pag-IBIG FUND with mandatory contributory support of employers in the spirit of social justice and the pursuit of national development;

WHEREAS, pursuant to and in accordance with its mandate, the Pag-IBIG FUND implemented the Direct Developmental Loan Program which aims to increase the number of end-user availments by providing additional housing inventories through developmental financing;

WHEREAS, in support to the 4PH Program, Pag-IBIG FUND as one of Government Financial Institutions (GFIs), has made its funds available for the development of housing projects under the program through its Pag-IBIG FUND Direct Developmental Loan Program;

WHEREAS, the LGU, pursuant to its agreement with the DEVELOPER/CONTRACTOR, has adopted the implementation of the 4PH program;

WHEREAS, the LGU shall be the lead proponent for the Project, the DHSUD shall oversee the implementation and other compliances necessary for the project, and the Pag-IBIG FUND shall fund the project as needed;

WHEREAS, the PARTIES have expressed their willingness to complement each other and jointly help to pursue the Program and commit to faithfully perform their obligations as contained herein, providing quality yet affordable shelter to the underprivileged beneficiaries being one of the main thrusts of our government. Through competence and active involvement, this undertaking or project is in pursuit of sustainable solutions for the growing housing backlogs in the CITY OF TUGUEGARAO, CAGAYAN.

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

(j) TURNKEY shall refer to the implementation modality of the 4PH Program whereby the private developer assumes the responsibility of land acquisition, site development, and/or housing construction. The completed housing project shall be turned over/sold to the 4PH project beneficiaries in coordination with the LGU. For this purpose, there is a complete turn-key arrangement when the private developer fully assumes responsibility over the land acquisition, the site development, and the housing construction.

Section 1.2 Interpretation. The headings in this Memorandum of Agreement are inserted for convenience of reference only and shall not limit or affect the interpretation of the provisions hereof. Unless the context otherwise requires, words denoting the singular number shall include the plural, and vice versa. References to Sections and Exhibits are to be construed as references to the Sections and exhibits of and to this Memorandum of Agreement while references to Annexes are to be deemed references to the implementing documents, consisting of the Loan Agreement and the Deed of Assignment of Take-out/ Sales Proceeds and other income/revenues, annexed hereto and made an integral part hereof.

SECTION 2 PROJECT

The Project shall be named as V:	HOMES: S	T. STEPHE	N RESIDENC	ES located at
CATAGGAMAN NUEVO, TUGUEO	BARAO, CA	GAYAN, with	TCT No. 147	592, 147593,
147594, and 1475952 consisting of	ONE THOU	ISAND TWO	HUNDRED (1,200) square
meters located at TUGUEGARAO,	CAGAYAN.	It shall be co	imposed of 7	7 UNITS. The
total project cost is at the amount of	P			A STATE OF THE STATE OF

The selling price per unit is as follows, subject to approval by DHSUD:

7	UNIT SIZE	SELLING PRICE/UNIT
	27 sqm	

SECTION 3 TARGET COMPLETION PERIOD OF THE PROJECT

The Project has a target completion period of ______ after the execution of this MQA.

SECTION 4 RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Section 4.1. RESPONSIBILITIES AND OBLIGATIONS OF DHSUD

- 4.1.1 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 by acting as the overall enabler, initiator, coordinator, and facilitator of the Housing Program;
- 4.1.2 It shall facilitate the provision of funds for the program through the General Appropriations Act (GAA) for use as interest subsidy for the

2 Attached	as Annex	"B" is	the TCT	No.
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- 4.2.3 It shall extend individual housing loans to eligible beneficiaries prequalified and selected by the LGU, pursuant to the socialized housing price ceiling jointly determined by DHSUD and NEDA, and subject further to Pag-IBIG FUND's prevailing housing loan policies and guidelines for the 4PH program;
- 4.2.4 It shall provide housing loan counseling;
- 4.2.5 It may assist the LGU in coordinating with other Key Shelter Agencies for the successful implementation of the housing project; and
- 4.2.6 It shall simplify the guidelines and requirements to facilitate the access to financing by the LGU, if needed, its authorized developers/contractors, and homebuyer-beneficiaries.

Section 4.3. RESPONSIBILITIES AND OBLIGATIONS OF THE LGU

- 4.3.1 It shall cause its partner DEVELOPER/CONTRACTOR to ensure that the land title of the DEVELOPER/CONTRACTOR where the PROJECT will be located is free from all liens, claims, or encumbrances, and that the land is free and unoccupied by any settlers upon or at the commencement of the land development and housing construction. The DEVELOPER/CONTRACTOR shall likewise ensure that the land is physically suitable and accessible for the PROJECT;
- 4.3.2 It shall hold Pag-IBIG FUND, its member-borrowers, successors-ininterest, assigns, and its employees, officers harmless from and against all losses, costs, liabilities, claims, damages and expenses of every kind and character, resulting from or relating to or arising out of any dispute or claim on the control and rightful possessor of the land and validity of the land title;
- 4.3.3 It shall ensure that the project design pertaining to the type of land development, structural designs, and condominium units, and other specifications to be proposed by the DEVELOPER/CONTRACTOR conform to the applicable DHSUD standards, and other relevant or applicable laws, rules and regulations;
- 4.3.4 It shall assist and provide easy processing of the necessary permits, licenses, certificates, and/or approvals in relation to the development of the PROJECT;
- 4.3.5 It may provide support to the PROJECT and its beneficiaries, either through monthly amortization support and/or other commitments and assistance, such as additional land donation and site development, to make the units affordable to target project beneficiaries;
- 4.3.6 It shall identify qualified project beneficiaries based on the eligibility requirements provided by the Pag-IBIG FUND's prevailing housing loan policies and guidelines for the 4PH Program and existing laws, rules and regulations;

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SECTION 5 WARRANTY AND SECURITY

Section 5.1. The loan shall be secured by any or all of the following:

Real Estate Mortgage on the real estate property subject of the Iban including the land and/or building/improvements comprising the housing project and any improvements that will thereafter exist on the project site.

In the event that the value of the on-site collateral is insufficient, the loan may be secured by additional or off-site collateral acceptable to the Pag-IBiG FUND. This may come in the form of undeveloped, partially developed, or developed residential lands, either adjacent or contiguous to the PROJECT/S site or located in another area, or in any other form as maybe allowed under the Pag-IBIG Fund's prevailing guidelines.

Section 5.2. Assignment of Takeout Proceeds and/or Sales Income

The LGU shall ensure that the DEVELOPER/CONTRACTOR shall be allowed to assign to the Pag-IBIG FUND the loan proceeds of accounts that have been financed through the prevailing Pag-IBIG End-User Home Financing Program and/or the income from sales of the PROJECT to be financed, thereby authorizing the Pag-IBIG FUND to apply the said amount to the DEVELOPER/CONTRACTOR's outstanding obligation.

SECTION 6 MISCELLANEOUS

Section 6.1. Complete Agreement. This Agreement shall be construed as a general agreement on commitments between the Parties. The same shall supersede any and all representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them. It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws rules, and regulations. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail;

Section 6.2. Effectivity. This Agreement shall take effect upon its execution and shall remain effective, unless otherwise terminated through written and mutual agreement by the Parties or upon satisfaction of the objectives by which this Agreement was forged.

Section 6.3. Non-waiver of Rights. The failure of a Party to insist upon a strict performance of any of the terms, conditions, and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Agreement.

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executed with such invalid portion eliminated, or as if the parties would not have executed this Memorandum of Agreement had they known the invalidity or unenforceability thereof.

Section 6.13. 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.

IN WITNESS WHEREOF, the Parties Memorandum of Agreement this	hereto have signed and executed thi
DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT (DHSUD) By:	CITY OF TUGUEGARAO, PROVINCE OF CAGAYAN (LGU) By:
JOSE RIZALINO L. ACUZAR Secretary	MAILA ROSARIO TING-QUE Mayor
The state of the s	/ELOPMENT (Pag-IBIG FUND) 3y:
50 AND THE PARTY	C. ACOSTA utive Officer
SIGNED IN THE	PRESENCE OF:

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