



RESOLUTION CONFIRMING THE AUTHORITY OF HIS HONOR, THE CITY  
MAYOR, AND RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED INTO  
BY AND BETWEEN THE CITY GOVERNMENT OF NAGA AND THE NATIONAL  
HOUSING AUTHORITY (NHA) WITH RESPECT TO THE GRANTING OF FUND  
FOR THE MINIMUM LAND DEVELOPMENT OF ISAROG HEIGHTS  
SUBDIVISION LOCATED AT BARANGAY CAROLINA, NAGA CITY:-

**WHEREAS**, received by the Sangguniang Panlungsod for appropriate action is the letter dated November 23, 2017 of Engr. Rolando S.I. Campillos, Head, Housing & Settlements Development Office (HSDO), re-submitting for ratification the Memorandum of Agreement entered into by and between the city government and the National Housing Authority (NHA) relative to the granting of fund in the amount of P9,999,676.49 for the minimum land development of Isarog Heights Subdivision located at Barangay Carolina, this city;

**WHEREAS**, this intent was authorized by the Sangguniang Panlungsod through Resolution No. 2012-010, by designating the 2-hectare portion of Lot 941-31, Bsd-05-001926 (OLT) located at Barangay Carolina, Naga City, which was acquired by the Naga City Government on May 3, 2003 from Mr. Nelson Nicolas as permanent residential area under the Socialized Housing Program of the city, and further authorizing His Honor, the City Mayor to request funding from the National Housing Authority (NHA) for land development of the area, and to enter into and sign a Memorandum of Agreement with the National Housing Authority for this purpose, subject to the ratification by the Sangguniang Panlungsod;

**WHEREAS**, for the purpose of rectifying the discrepancy in the notarial portion which was noted by the Sangguniang Panlungsod, a certification issued by the Regional Trial Court, National Capital Region, Quezon City, Metro Manila, was submitted by the National Housing Authority (NHA) for the commissioning of Atty. Alan A. Pasamonte as Notary Public, detailing the period covered by his notarial authority including the time when the attached MOA was notarized by him;

**WHEREAS**, copy of the Memorandum of Agreement is hereto attached as integral part of this resolution;

**WHEREAS**, finding the same to be in order and beneficial to the city government and the housing beneficiaries;

RESOLUTION NO. 2017-584  
Series 2 0 1 7

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**NOW, THEREFORE,** on motion of Hon. Mila S.D. Raquid-Arroyo, seconded by Hon. Elmer S. Baldemoro and Hon. Julian C. Lavadia Jr.;

**BE IT RESOLVED,** as it is hereby resolved, to confirm the authority of His Honor, the City Mayor, and to ratify the Memorandum of Agreement entered into by and between the City Government of Naga and the National Housing Authority (NHA) with respect to the granting of fund for the minimum land development of Isarog Heights Subdivision located At Barangay Carolina, Naga City.

**LET COPIES** of this resolution be furnished His Honor, the City Mayor, and the National Housing Authority, through General Manager Atty. Chito M. Cruz, for their information, and the Housing & Settlements Development Office for its information and guidance.

APPROVED.

Adopted: November 28, 2017

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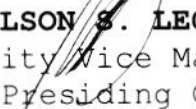
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**WE HEREBY CERTIFY** to the correctness of the foregoing resolution.



**GIL A. DE LA TORRE**  
Secretary to the  
Sangguniang Panlungsod



**NELSON S. LEGACION**  
City Vice Mayor  
& Presiding Officer

# MEMORANDUM OF AGREEMENT

## ISAROG HEIGHTS SUBDIVISION Bgy. Carolina, Naga City

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, in Quezon City, Philippines, by and between:

The **NATIONAL HOUSING AUTHORITY**, a government corporation organized and existing by virtue of Presidential Decree No. 757, as amended, with principal office at NHA Bldg., Elliptical Road, Diliman, Quezon City, Metro Manila, represented in this Act by its General Manager, **ATTY. CHITO M. CRUZ**, hereinafter referred to as the "**NHA**";

and

The **LOCAL GOVERNMENT UNIT OF NAGA CITY**, a government entity organized and existing under the laws of the Republic of the Philippines, with principal office at J. Miranda Avenue, Balatas, Naga City, represented in this Act by its City Mayor, **ATTY. JOHN G. BONGAT** pursuant to Sangguniang Panlungsod Resolution No. 2012-10, and hereinafter referred to as the "**CITY**";

Witnesseth That:

WHEREAS, pursuant to Executive Order No. 90, the National Housing Authority is the sole national government agency engaged in direct housing production to meet the housing needs of the low-income and marginal families and to focus its effort toward the housing needs of the lowest 30% of the urban population;

WHEREAS, pursuant to the Local Government Code and the Urban Development and Housing Act of 1992 (RA 7279), Local Government Units are mandated to take a principal role in the provision of housing services to its constituents;

WHEREAS, there is a need to establish a resettlement project in the City of Naga to accommodate families affected by infrastructure projects of the government, those residing in danger areas, those residing in portions of protected areas, as well as other informal settlers who are willing to be relocated permanently;

WHEREAS, the CITY has acquired a 2.0 hectare property by way of sale from Nelson Q. Nicolas, located in Carolina, Naga City.

WHEREAS, the Sangguniang Panlungsod of Naga City has designated the said property as a permanent resettlement site and authorized the Hon. John G. Bongat to sign and enter into an Agreement with the NHA, through Sangguniang Panlungsod Resolution No. 2012-010;

WHEREAS, pursuant to RA 7279, the NHA and the CITY, hereinafter referred to as the "**PARTIES**" have mutually agreed to pool their resources for the development of the Isarog Heights Subdivision as a joint undertaking;

WITNESSES:  
ROXANDRO S. GAMPILLOS  
Acting Head, HSDO

CITY OF NAGA  
By:   
ATTY. JOHN G. BONGAT  
Mayor

NATIONAL HOUSING  
AUTHORITY  
By:   
ATTY. CHITO M. CRUZ  
General Manager

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

## ARTICLE I THE PROJECT

- 1.1 The Project shall cover the land development of the Resettlement Project in Naga City, which shall be known as the Isarog Heights, to generate a total of 168 residential lots.
- 1.2 The project site is located in Bgy. Carolina, Naga City, containing an area of 2.0 hectares.
- 1.3 The project shall be implemented pursuant to the plans, specifications, and costs mutually approved by both Parties. The design, plans and specifications of the Project shall be in accordance with the provisions of Batas Pambansa 220 as a Socialized Housing Project.
- 1.4 The development of the Project shall be undertaken through public bidding awarded in accordance with the provisions of RA 9184 and its Implementing Rules and Regulations, as amended.
- 1.5 The project implementation shall commence within fifteen (15) days from the signing of the Agreement and shall be within a period mutually approved by both Parties.


## ARTICLE II PROJECT BENEFICIARIES

- 2.1 The Project is primarily intended to provide resettlement assistance to urban poor families qualified for relocation and resettlement assistance under Republic Act 7279.
- 2.2 Security of tenure shall be granted the Project beneficiaries through a Deed of Sale and as prescribed in Sangguniang Panlungsod Ordinance No. 98-033 or the Kaantabay sa Kauswagan Program.
- 2.3 Disposition of home lots shall be subject to restrictions on disposition of lands for Socialized Housing as prescribed under Section 14, Article IV of RA 7279.
- 2.4 All policies pertinent to the implementation of the Project to include the disposition of lots, cost recovery, and estate management shall be implemented according to the provisions of RA 7279 and Sangguniang Panlungsod Ordinance No. 98-033 or the Kaantabay sa Kauswagan Program.

## ARTICLE III PROJECT FINANCING AND COST RECOVERY

- 3.1 The Project shall be jointly funded by the Parties. As its contribution to the Project, the CITY shall provide the land and other components not covered by NHA funds. The NHA shall appropriate a total of **NINE MILLION NINE HUNDRED NINETY NINE THOUSAND SIX HUNDRED SEVENTY SIX AND 49/100 PESOS (P 9,999,676.49)** for the project, to cover a grant to the CITY in the amount of **FOUR MILLION NINE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED THIRTY EIGHT AND 245/100 (P 4,999,838.245)** and a loan in the amount of **FOUR MILLION NINE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED THIRTY EIGHT AND 245/100 (P 4,999,838.245)**, both from subsidy funds allocated to the NHA by the National Government to cover the estimated cost for land development.

WITNESSES:

  
R. S. CAMPILLOS  
Acting Head, HSDO

Y OF NAGA

By:

  
ATTY JOHN G. BONGAT  
Mayor

NATIONAL HOUSING  
AUTHORITY

By:

  
ATTY. RAMON M. CRUZ  
General Manager

3.2 The funds from NHA shall be utilized to fund the following components:

- a. Mobilization/ Demobilization Works
- b. Survey Works
- c. Earthworks
- d. Roadworks
- e. Drainage Works
- f. Septic Tanks
- g. Shallow Wells
- h. Offsite Works
- i. Miscellaneous Works

3.3 After the completion of the Project, any unutilized balance of the P 9,999,676.49 fund shall remain with NHA.

3.4 The CITY shall recover the cost of land and development from the project beneficiaries under the terms and conditions as prescribed by the Sangguniang Panlungsod Ordinance No. 98-033 or the Kaantabay sa Kauswagan Program.

3.5 The CITY shall repay the **FOUR MILLION NINE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED THIRTY EIGHT AND 245/100 (P 4,999,838.245)** loan to NHA, at no interest, through monthly amortizations amounting to **FIFTY NINE THOUSAND FIVE HUNDRED TWENTY ONE and 89/100 PESOS (P 59,521.89)**, over a period of seven (7) years, inclusive of a one (1) year moratorium period after funds are released.

3.6 Proceeds from the disposition of home lots corresponding to recovery of land development costs shall accrue to a Trust Fund and shall be exclusively utilized for the maintenance and/or improvement of the Project as seed fund for the acquisition and development of other resettlement projects of the CITY. The manner of disbursement shall be determined by the Sangguniang Panlungsod and in accordance with existing accounting and auditing rules and regulations.

#### ARTICLE IV ROLES AND RESPONSIBILITIES

4.1 The CITY shall:

4.1.1 Provide the project site located in Bgy. Carolina, Naga City containing an area of 2.0 hectares.

4.1.2 Provide all technical data and documents related to the Project site.

4.1.3 Provide additional funding for the project should the amount from NHA not suffice to complete the Project in accordance with agreed specifications;

4.1.4 Approve the subdivision development plans as well as detailed engineering drawings, technical specifications, and cost estimates for land development prepared by the NHA.

4.1.5 Secure permits and clearances, licenses from concerned government agencies, including the following: DAR Conversion Clearance, Environmental Clearance Certificate, Development Permit.

4.1.6 Cause the provision of power and water supply to the Project.

WIT: SES.

PRANOLD S. CAMPILLOS  
Acting Head, HSO

CITY OF NAGA

By:

JOHN G. BONGAT

Mayor

NATIONAL HOUSING  
AUTHORITY

By:

ATTY. ANTONIO M. CRUZ  
General Manager



4.1.7 Assign the Housing Settlements and Development Office (HSDO) of the City as the technical team that will serve as the core of the City Housing and Settlements Plans and Projects. The LHB and NHA may share information in housing project operations and management, to wit: a) Physical development of the site; b) beneficiary selection and relocation of families to resettlement site; c) disposition of home lots and cost recovery collection and d) project maintenance.

4.1.8 Undertake beneficiary selection and ensure titling of lots covered by the 2.0 hectare property.

4.1.9 Accept, maintain and repair completed infrastructure of the project until such have been turned over to the agencies concerned.

4.1.10 Repay NHA the **FOUR MILLION NINE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED THIRTY EIGHT AND 245/100 (P 4,999,838.245)** loan for the project, through equal monthly amortizations amounting to **FIFTY NINE THOUSAND FIVE HUNDRED TWENTY ONE and 89/100 PESOS (P 59,521.89)**, within a period of seven (7) years, inclusive of a one (1) year moratorium period after release of the funds.

4.1.11 Cause the proper use and maintenance of open spaces within the Project by planting trees and other vegetable cover. The CITY may likewise allow the construction of community facilities in duly designated areas or site, the operation of which shall be covered by a separate agreement with specific agencies. As owner of the property, the CITY shall have the right to authorize the entry of agencies for the purpose of introducing social services and livelihood opportunities to the beneficiaries.

4.1.12 Undertake estate management functions such as the collection of development fees from the identified beneficiaries of the project and related tenurial activities.

4.2 The NHA shall.

4.2.1 Allocate the amount of **P 9,999,676.49** for the land development of the project, from the subsidy funds allocated to it by the National Government, representing the **FOUR MILLION NINE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED THIRTY EIGHT AND 245/100 (P 4,999,838.245)** loan and **FOUR MILLION NINE HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED THIRTY EIGHT AND 245/100 (P 4,999,838.245)** grant for the project.

4.2.2 Prepare the subdivision development plans as well as detailed engineering drawings, technical specifications, and cost estimates for the land development and submit the same for the approval of the CITY.

4.2.3 Undertake the award of the civil works and enter into a contract to undertake the implementation of the Project in accordance with the provisions of the Implementing Rules and Regulations of RA 9184, as amended, and ensure that the implementation is in accordance with the approved plans and specifications.

4.2.4 Turn over the completed infrastructure works to the CITY.

4.2.5 As requested by the CITY, provide technical assistance in works engineering, housing project supervision, beneficiary selection, relocation procedure, and other areas where assistance is required.

4.2.6 Assist the CITY in the formulation of its Housing Program.

WITNESSES:  
ROLANDO S. CAMPILLOS  
Acting Head, HSDO

BY: JOHN G. BONGAT  
Mayor

AUTHORITY:  
By: CHITO M. CRUZ  
General Manager

**ARTICLE V  
HOUSING PROVISIONS**

- 5.1 The Parties represent that they have the requisite power, authority, and capacity to enter into this Agreement and to perform their obligations and undertakings according to the terms and conditions.
- 5.2 Nothing in this Agreement is to be construed as establishing the relationship of employer and employee among the Parties or any of their respective staff. All Parties shall at all times be personally and directly liable for the acts of all its personnel under its employ and shall hold each party free and harmless from any claims or liabilities arising from the acts or conduct of its employees.

**ARTICLE VI  
EFFECTIVITY**

This Memorandum of Agreement shall take effect immediately and shall remain in effect unless otherwise terminated or upon satisfaction of the objectives for which this Agreement has been forged.

IN WITNESS WHEREOF, the Parties hereunto affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 2012 in Quezon City, Metro Manila, Philippines.

**NATIONAL HOUSING AUTHORITY**

By:

**ATTY. CHITO M. CRUZ**  
General Manager


**CITY OF NAGA**

By:

**ATTY. JOHN G. BONGAT**  
Mayor

Signed in the Presence of:



  
**ROLANDO S.I. CAMPILLOS**  
Acting Head, HSDO

## ACKNOWLEDGMENT

Republic of the Philippines)  
Quezon City ) s.s.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared ATTY CHITO M. CRUZ, exhibiting NHA ID No. 61336, in his capacity as General Manager of the NHA, who is known to me and to me known to be the same person who executed the foregoing Memorandum of Agreement for the Isarog Heights, consisting of seven (7) pages including this page where the Acknowledgement is written and acknowledged to me that the same is his own free act and deed and of the entity which he represents.

WITNESS MY HAND AND NOTARIAL SEAL, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

JAN 22 2013

  
NOTARY PUBLIC

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Page No. 4  
Book No. 111  
Series of 2012

ATTY. ALLAN A. PASKAMANTE  
NOTARY PUBLIC

Roll No. 40710

Member No. 0101231

PROF. REG. 800000000

Notary Public



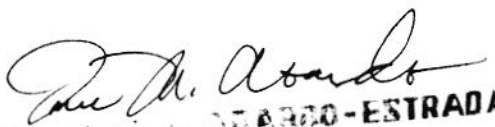


## ACKNOWLEDGMENT

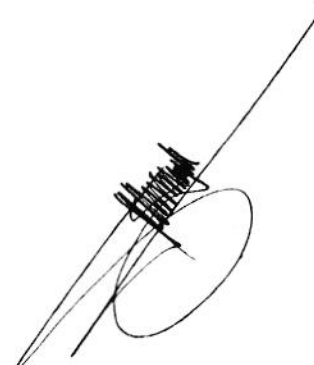
Republic of the Philippines)  
City of Naga ) s.s.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared ATTY. JOHN G. BONGAT, exhibiting ID No. LGU-Naga City 0011001, in his capacity as Mayor of Naga City, who is known to me and to me known to be the same person who executed the foregoing Memorandum of Agreement for the Isarog Heights, consisting of seven (7) pages including this page where the Acknowledgement is written and acknowledged to me that the same is his own free act and deed and of the entity which he represents.

WITNESS MY HAND AND NOTARIAL SEAL, this 19 OCT 2012 day of \_\_\_\_\_, 2012.

  
ATTY. J. G. BONGAT-ESTRADA  
NOTARY PUBLIC  
UNTIL 31 DECEMBER 31, 2012  
PTR NO. 754663 1-3-12 N.C.  
IBP NO. 854213 1-3-12 N.C.  
OHL NO. 55072

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Book No. XI  
Series of 2012



RESOLUTION DESIGNATING THE 2-HECTARE PORTION OF LOT 941-31, BSD-05-001926 (OLT) LOCATED AT BARANGAY CAROLINA, NAGA CITY, WHICH WAS ACQUIRED BY THE NAGA CITY GOVERNMENT ON MAY 3, 2003 FROM MR. NELSON NICOLAS AS PERMANENT RESIDENTIAL AREA UNDER THE SOCIALIZED HOUSING PROGRAM OF THE CITY, AND FURTHER AUTHORIZING HIS HONOR, THE CITY MAYOR TO REQUEST FUNDING FROM THE NATIONAL HOUSING AUTHORITY (NHA) FOR LAND DEVELOPMENT OF THE AREA, AND TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT WITH THE NATIONAL HOUSING AUTHORITY FOR THIS PURPOSE, SUBJECT TO THE RATIFICATION BY THE SANGGUNIAN PANLUNGSOD:-

WHEREAS, received by the Sangguniang Panlungsod for appropriate action is the letter dated November 4, 2011 of the Acting Head, Housing & Settlements Development Office, requesting a Sangguniang resolution designating the 2-hectare portion of Lot 941-31, Bsd-05-001926 (OLT) located at Barangay Carolina, Naga City, which was acquired by the Naga City Government on May 3, 2003 from Mr. Nelson Nicolas as permanent residential area under the Socialized Housing Program of the City, and further authorizing His Honor, the City Mayor to request funding from the National Housing Authority (NHA) for land development of the area, and to enter into and sign a Memorandum of Agreement with the said agency for this purpose;

**WHEREAS**, finding the same to be in order and necessary in the furtherance of the city's Socialized Housing Program;

**BE IT RESOLVED**, as it is hereby resolved, to designate the 2-hectare portion of Lot 941-31, Bsd-05-001926 (OLT) located at Barangay Carolina, Naga City, which was acquired by the Naga City Government on May 3, 2003 from Mr. Nelson Nicolas as permanent residential area under the Socialized Housing Program of the city, and further authorizing His Honor, the City Mayor to request funding from the National Housing Authority (NHA) for land development of the area, and to enter into and sign a Memorandum of Agreement with the said agency for this purpose, subject to the ratification by the Sangguniang Panlungsod.

RESOLUTION NO. 2012-010  
Series 2012

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LET COPIES of this resolution be furnished His Honor, the City Mayor for his information and the Acting Chief, Housing & Settlements Development Office for his information and

APPROVED.

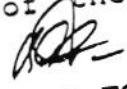
Adopted: January 17, 2012

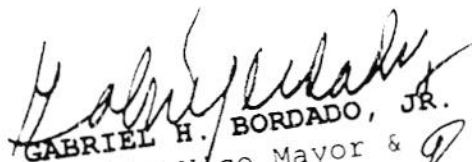
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WE HEREBY CERTIFY to the correctness of the foregoing resolution.

xxx

  
GIL A. DE LA TORRE  
Secretary to the  
Sangguniang Panlungsod

  
GABRIEL H. BORDADO, JR.  
City Vice Mayor &  
Presiding Officer