



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 59th REGULAR SESSION OF THE 12th SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON JANUARY 22, 2024.

Present:

- | | |
|-------------------------------------|------------------------|
| HON. WILFREDO L. MALONG, SR. | - Municipal Vice Mayor |
| HON. RONALDO D. ENCABO | - SB Member |
| HON. ARNOLD L. FLORES | - SB Member |
| HON. FREDERICK R. BALANDRA | - SB Member |
| HON. HERMES B. CABALES | - SB Member |
| HON. RHOLLY A. LABANG | - SB Member |
| HON. MA. GEMMA C. ALBISO | - SB Member |
| HON. ROMEO G. LIGAN | - SB Member |
| HON. JELITO R. PEÑONAL | - SB Member |
| HON. JOEL L. FAMOR | - ABC President |
| HON. ROMEO D. PARILA | - IPMR |

Absent:

- | | |
|----------------------------------|-----------------------|
| HON. JUSTONY G. SULATORIO | - SKF President – O.B |
|----------------------------------|-----------------------|

RESOLUTION NO. 0281-2024

AUTHORIZING THE LOCAL CHIEF EXECUTIVE HONORABLE MAYOR JUNAFLO R. S. CERILLES, RMT, MAGD, TO ENTER AND SIGN A MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF DUMALINAO BY AND BETWEEN THE DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT (DHSUD) REPRESENTED BY SECRETARY JOSE RIZALINO L. ACUZAR FOR THE IMPLEMENTATION OF PAMBANSANG PABAHAY PARA SA PILIPINO (4PH) PROGRAM IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the request of the Local Chief Executive to authorize her to enter and sign a Memorandum of Understanding on behalf of the LGU-Dumalinao by and between the DHSUD represented by Secretary Jose Rizalino L. Acuzar for the implementation of Pambansang Pabahay Para sa Pilipino (4PH) Program in the locality;

WHEREAS, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned;



WHEREAS, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof, which provides that upon authorization by the sangguniang bayan, represent the municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

WHEREAS, the Pambansang Pabahay para sa Pilipino (4PH) Program is an initiative of the Department of Human Settlements and Urban Development (DHSUD) aimed at providing affordable and decent housing to Filipino families;

WHEREAS, the LGU-Dumalinao recognizes the importance of addressing the housing needs of its constituents and desires to participate in the said program;

WHEREAS, the terms and conditions stipulated in the Memorandum of Understanding (MOU) were thoroughly reviewed by this August body and found to be advantageous and within the capacity of the Local Government Unit of Dumalinao, Zamboanga del Sur;

WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;


NOW, THEREFORE, premises above-considered, on motion by **HON. ROMEO D. PARILA**, the body resolved, as it hereby resolved, to authorize the Local Chief Executive Honorable Mayor Junafior S. Cerilles, RMT, MAGD, to enter and sign a Memorandum of Understanding on behalf of the Local Government Unit of Dumalinao by and between the Department of Human Settlements and Urban Development (DHSUD) represented by Secretary Jose Rizalino L. Acuzar for the implementation of Pambansang Pabahay Para sa Pilipino (4PH) Program in the Municipality of Dumalinao, Zamboanga del Sur.

LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and appropriate action.

DONE this 22nd day of JANUARY 2024, at Dumalinao, Zamboanga del Sur.


DARRYLLE ANGELOU A. DALID, MPA, JD
Acting Secretary to the Sanggunian

Attested and approved by:


WILFREDO L. MALONG, SR.
Municipal Vice Mayor – Presiding Officer





Office of the Municipal Mayor

January 15, 2024

HON. WILFREDO L. MALONG, SR.
Municipal Vice Mayor
Dumalino, Zamboanga del Sur

Honorable Malong;

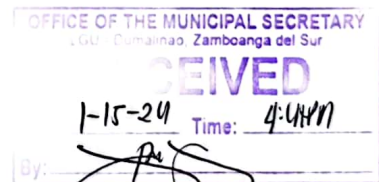
Enclosed herewith is a copy of the MOU that outlines the collaborative efforts between DHSUD and our municipality to address housing needs through the development of housing projects, particularly for Informal Settler Families (ISFs). We believe that the successful execution of this MOU will significantly contribute to the overall well-being of our community.

In view thereof, the undersigned would like to request your good office to sign and enter into a Memorandum of Understanding between the Local Government Unit of Dumalino and the Department of Human Settlements and Urban Development (DHSUD).

Thank you and God bless!

Sincerely,

JUNAFIOR S. CERILLES, RMT, MAGD
Municipal Mayor
Dumalino, Zamboanga del Sur



#GODreamDumalino



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 -

_____ hereinafter referred to as the "_____".

DHSUD and the _____ 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 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;

WHEREAS, the _____, 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 _____ <location of the project> _____, 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 _____ and other relevant agencies.

DHSUD shall also assist _____ 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 _____. The _____ 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 [Province/City/Municipality] of _____.

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)

By: _____

By: _____

JOSE RIZALINO L. ACUZAR
Secretary
[or Other Authorized DHSUD Official]

_____ **<name>** _____
[Position]

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPINES }
_____ } S.S.

BEFORE ME, personally appeared:

- 1) Jose Rizalino L. Acuzar ID : _____
 [or Other Authorized DHSUD Issued On: : _____
 Official] Issued By: : _____
 Expires On: : _____

- 2) 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 _____

