

Republic of the Philippines
QUEZON CITY COUNCIL
Quezon City

2019

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21ST Quezon City Council
PROPOSED RESOLUTION 2019

A RESOLUTION AUTHORIZING THE QUEZON CITY MAYOR, HONORABLE MA. JOSEFINA G. BELMONTE, TO ENTER INTO A MEMORANDUM OF AGREEMENT(MOA) WITH GAWAD KALINGA COMMUNITY DEVELOPMENT FOUNDATION INC. (GK), FOR THE COMMUNITY DEVELOPMENT AND CONSTRUCTION OF THE HOUSING COMPONENT OF THE CITY'S SOCIALIZED HOUSING PROJECT LABELED AS BISTEKVILLE-33, LOCATED AT GEM-5 ROAD, BRGY. BAESA, QUEZON CITY, FOR THE BENEFIT OF THE ON-SITE INFORMAL SETTLER FAMILIES (ISFS).

Introduced by: COUN. MARIVIC CO-PILAR

WHEREAS, by virtue of City Council Resolution No. SP-7185, S-2017, a parcel of land identified as Lot 1023-B, Psd-38414 (Property), containing an area of more or less 2,000 square meters, covered by Transfer Certificate of Title (TCT) No. 004-2018004987, situated at the dead end portion GEM 5 Road, Brgy. Baesa, Quezon City, was directly acquired by LGU-QC from Francisco C, Reyes and Benilda Reyes, purposely to develop the same into an in-city on-site socialized housing project, for the benefit of the more than 100 on-site informal settler families (ISFs) in Quezon City;

WHEREAS, GK, a non-government organization (NGO), which in partnership with LGU-QC, has successfully developed several housing projects in Quezon City, the latest one is Bistekville -18, an ongoing housing project located in Brgy. Escopa III being benefited by Person with Disabilities (PWD), has agreed to provide the housing component of the proposed project on the Property, for free;

WHEREAS, the proposed housing project shall be implemented with LGU-QC as the landowner, developer of the land and guarantor-originator of the project, while GK shall be the developer of its housing component and responsible for the implementation of community development of the project;

WHEREAS, to formalize the partnership between LGU-QC and GK for the development of the proposed housing project labeled as Bistekville-33, there is a need for a contact or agreement which would clarify respective responsibilities and jurisdictions of the parties herein;

WHEREAS, the proposed socialized housing project shall be undertaken by the Parties pursuant to and in accordance with the provision of Republic Act 7279 or the "Urban Development and Housing Act of 1992", under the policy of the State to undertake, in cooperation with private sector, a comprehensive and continuing Urban Development and Housing Program which shall uplift the living conditions of the underprivileged and homeless citizens in urban areas and in resettlement areas by making available to them decent housing at affordable cost;


WHEREAS, Mayor Belmonte has yet to be formally authorized by the City Council to serve as such representative by the Quezon City Council.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN REGULAR SESSION ASSEMBLED, to authorize, as it does hereby authorize, the Quezon City Mayor, Honorable Ma. Josefina G. Belmonte, to enter into a Memorandum of Agreement (MOA) with Gawad Kalinga Community Development Foundation Inc. (GK), for the community development and construction of the housing component of the City's socialized housing project labeled as Bistekville-33, located at Gem-5 Road, Bergy. Baesa Quezon City, for the benefit of the on-site informal settler families (ISFs).

ADOPTED _____ 2019.

Respectfully submitted by:


MARIVIC CO-PILAR
City Councilor
District VI, Quezon City

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) entered into this ___ day of _____ in Quezon City, Metro Manila, by and between:

QUEZON CITY GOVERNMENT, a public corporation created pursuant to CA502, as amended, in relation to RA7160, as amended, with address at Quezon City Hall, Elliptical Road, Bgy. Central, Quezon City, represented herein by its Mayor, **MA. JOSEFINA G. BELMONTE**, hereinafter referred to as "LQU-QC".

- and -

GAWAD KALINGA COMMUNITY DEVELOPMENT FOUNDATION, INC., a non-stock and non-profit corporation duly organized and existing under the Philippine laws, with office address at Haig St., Daang Bakal, Mandaluyong City, Metro Manila, represented herein by GK Head in Quezon City, **JUSTINE B. CRUZ**, hereinafter referred to as "GK",

(The LGU-QC and GK are hereinafter collectively referred to as the "Parties" and individually as the "Party")

WITNESSETH

WHEREAS, by virtue of City Council Resolution No. SP-7185, S-2017, a parcel of land identified as Lot 1023-B, Psd-38414 (**Property**), containing an area of more or less 2,000 square meters, covered by Transfer Certificate of Title (TCT) No. 004-2018004987, situated at the dead end portion GEM 5 Road, Bgy. Baesa, Quezon City, was directly acquired by LGU-QC from Francisco C. Reyes and Benilda Reyes, purposely to develop the same into an in-city on-site socialized housing project labeled as Bistekville-33, for the benefit of the more than 100 on-site informal settler families (ISFs) and other ISFs in Quezon City;

WHEREAS, GK, a non-government organization (NGO), which in partnership with LGU-QC, has successfully developed several housing projects in Quezon City, the latest one is Bistekville-18, an ongoing housing project located in Bgy. Escopa III being benefited by Persons with Disabilities (PWD), has agreed to provide the housing component of the proposed project on the **Property**, for free;

WHEREAS, the housing project shall be developed in conformity with approved plans and specifications and in accordance with Batas Pambansa Blg. (BP) 220 Standards.

WHEREAS, the proposed housing project shall be implemented with LGU-QC as the landowner, developer of the land and guarantor-originator of the project, while GK shall be the developer of its housing component and be primarily responsible in the implementation of community development;

WHEREAS, with land development phase of the project already bid-out, the LGU-QC has, after a series of dialogues and meetings with on-site ISFs, already initiated the necessary site clearing activities through voluntary dismantling of ISFs' structures, which site clearing is now 100% completed;

WHEREAS, the proposed socialized housing project shall be undertaken by the Parties pursuant to and in accordance with the provisions of Republic Act 7279 or the "Urban Development and Housing Act of 1992", under the policy of the State to undertake, in cooperation with private sector, a comprehensive and continuing Urban Development and Housing Program which shall uplift the living conditions of the underprivileged and homeless citizens in urban areas and in resettlement areas by making available to them decent housing at affordable cost;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions hereinafter set forth, the Parties hereby agree as follows:

I. DESCRIPTIONS OF THE PROJECT:

1. The project site, with coverage area more or less 2,000 square meters, shall be developed in conformity with approved plans and specifications and in accordance with BP 220 Design Standards;
2. The project shall comprise of complete land development and construction of four (4) three-storey walk-up condominium buildings, with a total of 108 three-storey walk-up non-loftable condominium units of 21 square meter floor area per unit excluding corridor space;
3. The project's house design, plans and specifications shall be prepared and provided to GK by LGU-QC;
4. The beneficiaries of the project shall be screened and pre-qualified by a Selection Committee composed of the representatives of the parties herein, community association and Barangay Council of Bgy. Baeso.

II. RESPONSIBILITIES OF THE PARTIES:

A. The LGU-QC shall:

1. As landowner and for its own account, be primarily responsible in defending the title of the property against any administrative or legal claims, suits or proceedings;
2. Be primarily responsible for the complete land development of the project. As such and at its own expense, be responsible for the following:
 - a. Implementation of land development to include site clearing and grading, construction of roads, drainages, retaining walls, CHB fences, ripraps, if necessary, and development of open spaces;
 - b. Preparation of building lots which involves clearing of the project site from all ISFs' structures and all obstructions,
 - c. Application and provision of basic utilities (water and electricity supply);
 - d. Estate management and maintenance of the project;
3. As chairman of the Beneficiary Selection Committee, act as lead agency in the selection of qualified beneficiaries and in the resolution and arbitration of disputes relative to beneficiary selection;
4. Assist in the conduct of community development activities;

B. The **GK** shall:

1. Be primarily responsible for the provision and construction of the housing component of the project;
2. In honoring its project partners, who generously supported the realization of the socialized housing project, be allowed to put distinguishing marker(s) on ground;
3. With the end in view of empowering the beneficiaries to actively take part in project implementation, as well as in post development and maintenance of the project and the community, be responsible, in coordination with the other parties, for the social preparation, development and maintenance of the community through in erection immersion, organizing, values formation, implementation of its slogans and community development programs;
4. Provide volunteers for community building and organizing, house construction, site development, landscaping and such other related works of the project;
5. Assist in the selection of project beneficiaries;

III. MISCELLANEOUS PROVISIONS

1. The Parties herein may enter into a supplemental agreement that may arise during the course of implementation of this agreement;
 2. Any amendment/s, addition, modification or supplement to this MOU shall be in writing and with the written consent of all the parties;
 3. This Agreement is based largely on mutual trust and confidence. The parties hereto agree to carry out this Agreement in a fair and cooperative manner for their mutual benefit;
 4. In the event that any provision of this MOU is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby;
 5. No party shall assign any of its rights, obligations, or responsibility under this Agreement without the prior written consent of the other;
 6. This Memorandum of Understanding shall take effect upon signing of the respective authorized signatories of the parties.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their respective duly authorized signatories as of the day and year first written above.

QUEZON CITY GOVERNMENT

**GAWAD KALINGA COMMUNITY
DEVELOPMENT FOUNDATION, INC.**

By:

By:

HON. MA. JOSEFINA G. BELMONTE
City Mayor

MR. JUSTINE B. CRUZ
GK Head, Quezon City

SIGNED IN THE PRESENCE OF:

MR. RAMON T. ASPRER
Head, HCDRD
