



Republic of the Philippines
QUEZON CITY COUNCIL
Quezon City
19th City Council

PR19CC-898

63rd Regular Session

RESOLUTION NO. SP- **6402**, S-2015

A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT (MOA) ENTERED INTO BY AND AMONG THE QUEZON CITY GOVERNMENT (LGU-QC), REPRESENTED BY THE CITY MAYOR, HONORABLE HERBERT M. BAUTISTA, THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR), REPRESENTED BY UNDERSECRETARY ANALIZA REBUELTA-TEH AND GAWAD KALINGA (GK), REPRESENTED BY MR. NICANOR T. PALMA, JR., HEAD, QUEZON CITY SECTOR, FOR THE DEVELOPMENT OF A HOUSING PROJECT FOR THE RESIDENTS OF BARANGAY ESCOPA III (PROPER) WHO WERE VICTIMS OF FIRE IN 2011.

Introduced by Councilor ALLAN BENEDICT S. REYES.

Co-Introduced by Councilors Gian Carlo G. Sotto, Franz S. Pumaren, Eufemio C. Lagumbay, Jose Mario Don S. De Leon, Jaime F. Borres, Anthony Peter D. Crisologo, Ricardo T. Belmonte, Jr., Dorothy A. Delarmente, Lena Marie P. Juico, Victor V. Ferrer, Jr., Alexis R. Herrera, Precious Hipolito Castelo, Voltaire Godofredo L. Liban III, Roderick M. Paulate, Ramulfo Z. Ludovica, Ramon P. Medalla, Estrella C. Valmocina, Jesus Manuel C. Suntay, Marvin C. Rillo, Vincent DG. Belmonte, Raquel S. Malañgen, Jessica Castelo Daza, Bayani V. Hipol, Jose A. Visaya, Julianne Alyson Rae V. Medalla, Godofredo T. Liban II, Andres Jose G. Yllana, Jr., Allan Butch T. Francisco, Karl Edgar C. Castelo, Candy A. Medina, Diorella Maria G. Sotto, Marivic Co-Pilar, Rogelio "Roger" P. Juan, Melencio "Bobby" T. Castelo, Jr., Donato C. Matias and Ricardo B. Corpuz.

WHEREAS, by virtue of Presidential Proclamation No. 6, Series of 2001, as amended by Presidential Proclamation No. 504, Series of 2003, the "Department of Environment and Natural Resources (DENR)" is mandated to administer the disposition of certain parcels of land forming part of the patrimonial property of the government, more particularly described as Lot No. 7-B, Sub-Block 13-F, Psd-473, covered by TCT No. RT-128250 (20075) and Lot No. 7-C Sub-Block 473 and covered by TCT No. RT-128251 (20768), both registered under the same of the Republic of the Philippines, consisting of an aggregate area of 60,305 square meters, more or less, in favor of the bonafide residents of Barangays Escopa I, II, III and IV, situated in Project 4, Quezon City, and popularly known as Escopa Proper;

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WHEREAS, portion of Escopa Proper, situated along J.P. Burgos Street and within the jurisdiction of Barangay Escopa III, containing an aggregate area of 2011 square meters, was razed by fire in 2011;

WHEREAS, the local government of Quezon City (LGU-QC) constituted Task Force on Socialized Housing and Development of Blighted Areas (TF Housing), pursuant to Local Executive Order No. 6, Series of 2010, whose primary objective is the transformation of blighted areas into decent communities through development of socialized housing, by partnering and venturing with other government institutions and non-government organizations (NGOs), private developers, and providing necessary and appropriate assistance to affected families;

WHEREAS, a Special Task Force Escopa (STF Escopa) was created through Office Order No. 137, Series of 2011, composed of the Office of Representative of the 3rd Congressional District of Quezon City, Barangay Councils of Escopa I, II, III & IV, and line agencies of LGU-QC, to assist in the implementation of development projects in Escopa;

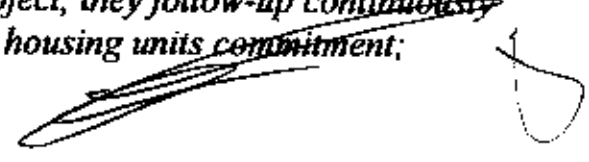
WHEREAS, the aforementioned fire-affected area was declared by STF Escopa as priority and Pilot Area for socialized housing development;

WHEREAS, Gawad Kalinga (GK), a non-government organization, which has successfully developed various communities in the Philippines through its own shelter program (financed through donations) and community development advocacy, has agreed to provide the housing component (total of 67 housing units) of the above cited Pilot Area and assist in the development of the community;

WHEREAS, to jump-start the implementation of the housing project in 2013, the LGU-QC, DENR and GK agreed to enter into a Memorandum of Agreement (MOA) which contained the commitment of LGU-QC to donate the initial five (5) housing units of the project, a copy of said MOA which was completely signed in September 17, 2014, is attached hereto as "Annex A" and made an integral part hereof;

WHEREAS, a Proposed Resolution (PR) which authorizes the City Mayor Honorable Herbert M. Bautista to enter into a MOA for the development of the above-cited project was referred to the City Council through the Office of the Vice Mayor on August 16, 2013, which was not approved and could not be located. However, a receiving copy of the proposed resolution is hereto attached as "Annex B" and made an integral part hereof;

WHEREAS, GK have already completed and awarded to qualified beneficiaries the initial twenty-two (22) housing units of the project, and as they source for more donation/funds to finish the project, they follow-up continuously with LGU-QC to release the fund for its five (5) housing units commitment;



WHEREAS, the process to release the fund for LGU-QC commitment would require the authority of the City Mayor from the City Council to sign in the Project MOA or ratification of the MOA by the City Council since the PR which was earlier filed could no longer be found;

WHEREAS, there is a need to ratify the MOA entered into by the City Mayor in September 17, 2014, in order to release the fund commitment of LGU-QC and finally construct the housing units for the fire victim – beneficiaries who have been waiting since 2013.


NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN REGULAR SESSION ASSEMBLED, to ratify, as it does hereby ratify the Memorandum of Agreement (MOA) entered into by and among the Quezon City Government, represented by the City Mayor, Honorable Herbert M. Bautista, the Department of Environment and Natural Resources (DENR), represented by Undersecretary Analiza Rebuelta-Teh, and Gawad Kalinga (GK), represented by Mr. Nicanor T. Palma, Jr., Head, Quezon City Sector, for the development of a housing project for the residents of Brgy. Escopa III (Proper) who were victims of fire in 2011.

ADOPTED: June 8, 2015.

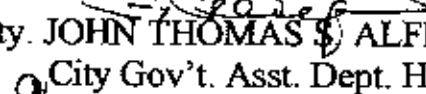

ANTHONY PETER D. CRISOLOGO
Acting Vice Mayor
Acting Presiding Officer

ATTESTED:


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III

CERTIFICATION

This is to certify that this Resolution was APPROVED by the City Council on Second Reading on June 8, 2015 and was CONFIRMED on June 15, 2015.


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into by and between:

THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR), a government agency established and organized pursuant to Executive Order No. 192, with office address at Visayas Avenue, Diliman, Quezon City, represented herein by its ~~NAME~~ **ANALIZA REVELLA**, hereinafter referred to as the **DENR**;

-and-

GAWAD KALINGA COMMUNITY DEVELOPMENT FOUNDATION, INC., a non-stock and non-profit corporation duly organized and existing under the Philippine law, with office address at Haig St., Daang Bakal, Mandaluyong City, Metro Manila, and herein represented by its Quezon City Head, **NICANOR T. PALMA, JR.**, duly authorized by the Board, per Resolution No. _____ dated _____, hereinafter referred to as **GAWAD KALINGA**;

-and-

THE QUEZON CITY GOVERNMENT, a local government unit, created and existing under and by virtue of the Philippine laws, with office address at Quezon City Hall, Diliman, Quezon City, represented in this act by its City Mayor, **Honorable HERBERT M. BAUTISTA**, hereinafter referred to as the **LGU-QC**;

WITNESSETH: That

WHEREAS, by virtue of Presidential Proclamation No. 6, Series of 2001, as amended by Presidential Proclamation No. 504, Series of 2003, DENR is mandated to administer the disposition of certain parcels of land forming part of the patrimonial property of the government, more particularly described as Lot No. 7-B, Sub-Block 13-F, Psd-473, covered by TCT No. RT-128250 (20075) and Lot No. 7-C Sub-Block 473 covered by TCT No. RT-128251 (20768), both registered under the name of the Republic of the Philippines, consisting of an aggregate area of 60,305 square meters, more or less, in favor of the bonafide residents of the Escopa I, II, III, and IV, situated in Project 4, Quezon City and popularly known as Escopa Proper;

WHEREAS, to effectively implement the disposition of the property, a Memorandum of Agreement (MOA) was forged in 2004 by and between the Housing and Urban Development Coordinating Council (HUDCC), Department of Environment and Natural Resources (DENR), Department of Social Welfare and Development (DSWD), National Housing Authority (NHA) and Quezon City Government (LGU-QC);

WHEREAS, an Inter-agency Committee (IAC) composed of HUDCC, DENR, DSWD, NHA and LGU-QC, was formed to coordinate the development and disposition of the property;

WHEREAS, the LGU-QC, in its desire to address the lack of In-City affordable and decent housing for qualified Quezon City residents, upgrade living conditions in blighted area and convert them into decent and productive communities, has launched its own Socialized Housing Program;

WHEREAS, the LGU-QC constituted a Task Force on Socialized Housing and Development of Blighted Areas pursuant to Local Executive Order No. 6, Series of 2010, whose primary objectives are the transformation of blighted areas into decent communities through development of socialized housing, by partnering and venturing with other government institutions and Non-Government Organization (NGO), private developers, and providing necessary and appropriate assistance to affected families;

WHEREAS, a Special Task Force Escopa (STF Escopa) was created through Office Order No. 137, Series of 2011, composed of the Office of Representatives of the 3rd Congressional District of Quezon City, Barangay Councils of Escopa I, II, III, & IV, and line agencies of LGU-QC, to assist in the implementation of the developments in Escopa;

WHEREAS, portion of the six (6) hectare property which is being administered by DENR, situated along J.P. Burgos Street and within the jurisdiction of Bgy. Escopa III, containing an aggregate area of 2011 square meters, was razed by fire in 2011;

WHEREAS, STF Escopa declared the aforementioned fire affected area as priority and PILOT AREA for socialized housing development;

WHEREAS, GAWAD KALINGA, a non government organization (NGO) which had successfully developed various communities in the Philippines through its own shelter and community development programs, has agreed to provide the housing component of the above cited Pilot Area and assist in the development of the community;

WHEREAS, the intended beneficiaries of the Pilot Area are the bonafide residents of the area who will be screened and pre-qualified by the Beneficiary Selection Committee and agreed upon by the parties;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties have agreed and covenanted as follows:

ARTICLE I THE PROJECT

Section 1. The Project Title

The site called Pilot Area shall be known as the GK ESCOPA 3 VILLAGE or GK ESCOPA 3 for brevity.

Section 2. Coverage Area

Sec. 2.1 Initially, GK ESCOPA 3 covers an area equivalent to 2011 square meters, however, it may be subsequently expanded when the need arises.

Sec. 2.2 The Project coverage area comprises of the following Blocks and Lots as per Approved Subdivision Plan Pcs-00-014047:

Block - 39 : (Lots 1 to 31)
Block - 40 : (Lots 1 to 4)
Block - 41 : (Lots 1 to 33)

Sec. 2.3 The average lot size of the subdivision is 24 square meter.

Sec. 2.4 The typical GK loftable rowhouse unit shall be more or less 20 square meter floor area inclusive of provision for loft.

Section 3. Development Concept

- Sec. 3.1 The Project involves complete land development and construction of at least sixty SEVEN (67) housing units adopting the GK concept of housing development, and in accordance with Batas Pambansa (BP) Blg. 220.
- Sec. 3.2 The project also focuses on participative community development through the implementation of GK estate management and development programs.

ARTICLE II THE UNDERTAKING

The parties hereto have agreed to collaborate and cooperate for the development of a Housing Project which shall primarily entail the implementation of an integral, holistic and sustainable program for community development adopting the **GAWAD KALINGA** approach. It involves contribution and sharing of expertise by the partners in the areas of shelter, health, education, livelihood and community organizing. The program encourages the participation of the government and private sector groups as well as other entities that may wish to contribute their resources and expertise to the **PROJECT**.

ARTICLE III RESPONSIBILITIES OF THE PARTIES

Pursuant to the purposes and objectives of this Agreement, the parties shall perform the following:

Section 1. The DENR shall:

- Sec. 1.1 As Administrator of the property, make available the Project Site for development.
- Sec. 1.2 As member of the Beneficiary Selection Committee, act as lead agency in the selection of qualified beneficiaries and assist the Awards and Arbitration Committee (AAC) under Art. IV of the 2004 MOA, in the resolution and arbitration of disputes relative to beneficiary selection.
- Sec. 1.3 Assist in the conduct of community relation activities.

Section 2. The LGU-QC shall:

- Sec. 2.1 Be primarily responsible for the complete land development. As such, at its own expense, be responsible for the following:
- 2.1.1 Preparation of all plans and project document.
 - 2.1.2 Obtaining of all project permits, licenses, clearances and certifications.
 - 2.1.3 Execution of survey works
 - 2.1.4 Implementation of complete land development.
- Sec. 2.2 Assist in the conduct of community relation and social preparations.
- Sec. 2.3 Initiate the conduct of demolition of structures affected by re-blocking and relocate spill-over and disqualified residents.

- Sec. 2.4 Assist in the implementation of housing development.
- Sec. 2.5 Provide funds for the construction of the first five (5) housing units of the project, approximately in the amount of FIVE HUNDRED FIFTY PESOS (Php 550,000.00), more or less. Said amount shall be released in favor of Gawad Kalinga upon signing and implementation of this MOA. There will be no adjustment needed on the cost per unit for inflation or deviation in housing plans.

Section 3. The GAWAD KALINGA shall:

- Sec. 2.1 Serve as the lead group or organization responsible for the implementation of housing component of the projects.
- Sec. 2.2 Organize the Kapitbahayan Neighborhood Association, with the beneficiaries as members, and empower them to take part in the Projects.
- Sec. 2.3 Assist in the preparation of technical plans for the site/land development and house/building construction.
- Sec. 2.4 Provide volunteers for community building and organizing, house construction/repair, site development, landscaping and such other related works of the project.
- Sec. 2.5 Provide value formation and information on all **GAWAD KALINGA** programs for health, education and livelihood to the beneficiaries.
- Sec. 2.6 Adhere to the rules and regulations and other lawful orders issued by the **CITY** for the duration of the site/land development and house/building construction.
- Sec. 2.7 Provide estate management and train the members of the Kapitbahayan Neighborhood Association to become self-sustainable communities.

**ARTICLE IV
ESTABLISHMENT of a PROJECT COORDINATING TEAM**

The parties hereto hereby agree on the establishment of a Project Coordination Team (PCT) which shall be composed of duly authorized representatives of both parties. The PCT shall, within thirty (30) days upon signing of this Memorandum of Agreement set up the guidelines upon which the project shall be implemented including its timetable, the manner in which project coordination and monitoring can be established between the parties to ensure the completion of the project. In the meantime, members of Ad Hoc Committee manning the project shall be deemed members of said PCT.

**ARTICLE V
AMENDMENTS**

This Agreement may be amended and modified from time to time by an instrument in writing, signed and acknowledged by the parties, which amendment or modification/s shall be then attached to the original copy of this instrument.

ACKNOWLEDGEMENT

Republic of the Philippines)
Quezon City, Metro Manila)

BEFORE ME, a Notary Public, for and in Quezon City, Metro Manila,
this SEP 17 2014, 2013, personally appeared the following:

NAME	GOVT. ISSUED I.D.	NUMBER
A. ALIZA REBUELTA-FERN	Passport: 01-0020744	4/23/2014 Exp: 4/23/2015
Nicanor T. Palma, Jr.	Prof. Drivers Lic. No. C05-87-025277	Exp. 02/08/14
Hon. Herbert M. Bautista	CTC No. 00005012	issued on Jan. 2, 2013 @ QC

Known to me to be same persons who executed the forgoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they respectively represent.

This instrument refers to a Memorandum of Agreement for the development of Bistekville-9 Project and consisting 7 pages including this page.

WITNESS MY HAND AND SEAL this SEP 17 2014 day of SEP 17 2014 at the place above written.

NOTARY PUBLIC

ATTY. JESUS P. CALADES, JR.
NOTARY PUBLIC
Commission No. NP-592 (2011-2014), QC
IBP No. 915255 1/2 14
PTR No. 9043334 1/2/14
Roll No. 54188
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