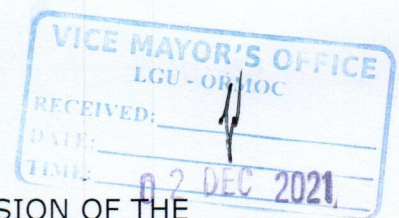
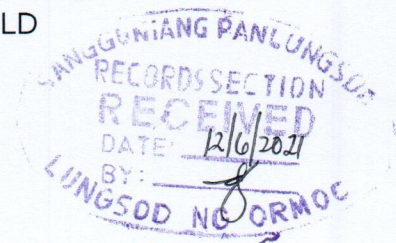


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON DECEMBER 01, 2021 IN LIEU OF
NOVEMBER 30, 2021



PRESENT:

| | |
|------------------------------|---|
| Leo Carmelo L. Locsin, Jr. | City Vice Mayor & Presiding Officer |
| Benjamin S. Pongos, Jr., | SP Member, Majority Floor Leader |
| Tomas R. Serafica, | SP Member, Presiding Officer "Pro-Tempore" |
| Eusebio Gerardo S. Penserga, | SP Member |
| Jasper M. Lucero, | SP Member |
| Peter M. Rodriguez, | SP Member |
| Vincent L. Rama, | SP Member |
| Gregorio G. Yrastorza III, | SP Member |
| Lalaine A. Marcos, | SP Member |
| Esteban V. Laurente, | Ex-Officio SP Member, Chapter President, Liga ng mga Barangay ng Ormoc |
| Joan Marbie C. Simbajon, | Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc |

ON OFFICIAL BUSINESS:

Nolito M. Quilang, SP Member, 2nd Asst. Majority Floor Leader

ON LEAVE:

Roiland H. Villasencio, SP Member, 1st Asst. Majority Floor Leader

RESOLUTION NO. 2021-333

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE
MEMORANDUM OF AGREEMENT (MOA) WITH
GREENVILLE HOMEOWNERS ASSOCIATION, INC.,
RELATIVE TO THE EQUITABLE ACCESS OF DECENT
AFFORDABLE HOUSING UNITS.**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated November 19, 2021 from the Office of the City Mayor, endorsing a request for the issuance of a Resolution granting the City Mayor or Acting City Mayor the authority to sign the Memorandum of Agreement (MOA) with Greenville Homeowners Association, Inc., relative to the equitable access of decent affordable housing units, a copy of the MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated November 19, 2021, the City Legal Office finds nothing legally objectionable in the said MOA and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interests of Ormoc City;

WHEREAS, Republic Act No. 7279, otherwise known as the "Urban Development and Housing Act of 1992," adopted the Community Mortgage Program (CMP) as a component of the National Shelter Program to assist legally-organized associations of underprivileged and homeless citizens to purchase and develop tracts of land and to own lots they occupy or where they choose to relocate to, under the concept of community ownership;

WHEREAS, towards the achievement of the above-cited purpose, the Social Housing Finance Corporation (SHFC) recognizes the need of a strong partnership with local government units, among others, that will assist informal settlers in organizing themselves into Community Association (CA) and make sure they are ready and able to assume the responsibilities of availing a CMP loan;

WHEREAS, Greenville Homeowners Association, Inc. is an organization of landless, homeless, and under-privileged resident who voluntarily grouped themselves together for the primary purpose of acquiring a parcel of land to its members in need of decent affordable housing units;

WHEREAS, the City Government of Ormoc is designated as a partner of the SHFC by virtue of a Certification dated November 4, 2021, a copy of the Certification is hereto attached as "ANNEX B" and made an integral part hereof;

WHEREAS, the City Government of Ormoc through the Ormoc City Housing Office (OCHO) in coordination with SHFC has been oriented relative to the mechanics, processes, and basic documentary requirements of the Community Mortgage Program;

WHEREAS, the subject MOA clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same, and this Sanggunian, upon thorough review, finds that the same is entered for the purpose of facilitating the equitable access of affordable housing units, thereby, serving the best interests of the City and its constituents, and therefore, is most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on motion of SP Member Benjamin S. Pongos, Jr, Chairperson, Committee on Zoning, Housing, and Land Use, severally seconded by SP Members Tomas R. Serafica, Peter M. Rodriguez, Vincent L. Rama, Gregorio G. Yrastorza III, Lalaine A. Marcos, Esteban V. Laurente and Joan Marbie C. Simbajon; be it

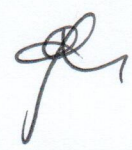
RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) WITH GREENVILLE HOMEOWNERS ASSOCIATION, INC., RELATIVE TO THE EQUITABLE ACCESS OF DECENT AFFORDABLE HOUSING UNITS;

ADOPTED, December 01, 2021.

RESOLVED FURTHER, that a copy of the final and notarized Memorandum of Agreement (MOA) be submitted to this Sanggunian for its information and files;

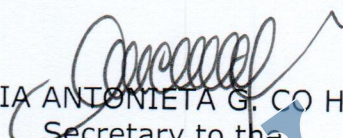
RESOLVED FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; Greenville Homeowners Association; the Social Housing Finance Corp. (SHFC); the Ormoc City Housing Office (OCHO); CPDO; the City Local Government Operations Officer-DILG; and other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.




Res. No. 2021-333

I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

MEMORANDUM OF AGREEMENT

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

GREENVILLE HOMEOWNERS ASSOCIATION, INC. a duly authorized, non-stock, non-profit organization, registered at the Housing Land Use regulatory Board (HLURB) now Department of Human Settlement and Urban Development (DHSUD), under the laws of the Republic of the Philippines, with address at Barangay Valencia, Ormoc city, represented in this instance by its president CONCEPTION P. BORJA, hereinafter referred to as the "CA"; AND

THE CITY GOVERNMENT OF ORMOC, a local government unit created and existing under the laws of the Republic of the Philippines with a principal office at the City Hall, Barangay Cogon, Ormoc city, represented in this act by its Mayor RICHARD I. GOMEZ, DPA, hereinafter referred to as the "CMP-M".

WITNESSETH, that:

WHEREAS, Republic Act No. 7279, otherwise known the "Urban Development and Housing Act of 1992," adopted the Community Mortgage Program (CMP) as a component of the National Shelter Program to assist legally-organized associations of underprivileged and homeless citizens to purchase and develop tracts of land and to own lots they occupy or where they choose to relocate to, under the concept of community ownership;

WHEREAS, toward of the achievement of the above-cited purpose, the Social Housing Finance Corporation (SHFC) recognizes the needs of the strong partnership with local government units, among others, that will assist informal settler families in organizing themselves into Community Association (CA) and make sure they are ready and able to assume the responsibilities of availing a CMP loan;

WHEREAS, the CA is an organization of landless, homeless and under-privileged resident who voluntarily grouped themselves together and duly registered with Housing Land Regulatory Board (HLRUB) the primary purpose of which is to acquire a parcel of land its members in need of decent affordable housing units. A copy of their Certificate of Incorporation No. CVR- 19-0043, is hereto attached and marked Annex "A";

WHEREAS, the CA has authorized its President to do the following acts: _____;

WHEREAS, the CMP-MO is designated as a partner of the SHFC by virtue of a Certification dated November 4, 2020, issued by the said office which is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, the CMP-M through the Ormoc City Housing Office (OCHO) in coordination with SHFC has been oriented relative to the mechanics, processes and basic documentary requirements of the Community Mortgage Program;

ORMOC CITY LEGAL OFFICE

NOW THEREFORE, premised considered, both parties agree to to the following terms and conditions:

UNDERTAKINGS OF THE CA

The CA shall perform the following duties and responsibilities:

1. Render full cooperation with the CMP- M in the latter's execution of its undertakings under policy, moral. this agreement.

UNDERTAKINGS OF THE CMP-M

The CMP- B shall perform the following duties and responsibilities:

1. Study and profile prospective groups of informal settlers and their intended site for possible assistance or intervention:

- a. Identify households and household characteristics (including sex disaggregated information);
 - b. Profile the site and document its physical characteristics;
 - c. Identify issues / gaps in the community (social, political, gender, etc.); and
 - d. Identify potential or apparent leaders.
2. Assist and guide the community in their functions:
- a. Educate the community on the mechanisms of community formation;
 - b. Educate and assist the community in preparing their constitution and by-laws;
 - c. Educate and assist the community on financial literacy especially on savings mechanism and in preparing the community Book of Accounts and Official Records;
 - d. Educate the members of the rights and privileges duties and responsibilities of community membership;
 - e. Assist them in the election of officers; and
 - f. Assist them in registering with the HLURB.
3. Educate and assist the community in gathering and completing CMP loan requirements and informing them of CMP standards and policies.
4. Assist in site analysis and evaluation and in the identification of site deficiencies and development needs.
5. Advise the community in negotiation with landowners.
6. Assist in values formation and in bringing out potential issues that may affect the viability of the loan application
7. Assist the community in accessing support from LGUs and other potential sources of support.
8. Educate the community on estate management.
9. Assist the community and help resolve issues pertaining to occupancy, collection, substitution, individualization, and recalcitrance.
10. Encourage and assist communities on their site development and house construction / improvement.

This MEMORANDUM OF AGREEMENT shall take effect upon the complete execution hereof and shall remain in full force and effective upon satisfaction of the objective for which this Agreement has been forged unless otherwise earlier terminated due to reasonable cause.

All existing SHFC Circulars, Guidelines, and Implementing Rules on CMP and HDH Projects, including those which may hereafter be issued, shall form part and parcel of, and be deemed incorporated in this Agreement. The Failure of CMP-M to perform any of its functions under SHFC guidelines shall constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ in Ormoc city.

| | |
|---|--|
| <p>FILED</p> <p>ORMOC CITY LEGAL OFFICE</p> <p><input checked="" type="checkbox"/> Approved</p> <p><input type="checkbox"/> Separate Opinion</p> <p><input type="checkbox"/> Drafted by CLO</p> <p><input type="checkbox"/> Not contrary to laws, public policy, moral.</p> <p><input checked="" type="checkbox"/> Amendments/Revisions</p> <p>BY: Atty. Josephine A. Velazquez City Legal Officer</p> <p>DATE: NOV 19 2021</p> | |
|---|--|

MS. CONCEPTION P. BORJA
President
GREENVILLE HOMEOWNERS ASSOCIATION, INC.

RICHARD I. GOMEZ, DPA
City Mayor, City Government of Ormoc

WITNESSES:

(PRINT NAME AND SIGN)

Republic of the Philippines }
City of Ormoc } S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for in _____, this ____ day of _____ 2021 personally appeared the following with competent evidence of identity:

| | |
|---------------------|--|
| Conception P. Borja | |
| Richard I. Gomez | |

All known to me and to me known to be the same persons who executed the foregoing instrument, and they acknowledge to me that they executed the same as their own free and volunteer act and deed.

This instrument signed by the parties and their instrumental witnesses refers to a Memorandum Agreement which contains three (3) pages wherein this acknowledgement is written.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first hereinabove written.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2021.



| | |
|--|------------------|
| FILED | |
| ORMOC CITY LEGAL OFFICE | |
| Approved | |
| Separate Opinion | |
| Drafted by CLO | |
| Not contrary to laws, public policy, moral | |
| Amendments/Revisions | |
| BY: Atty. Joseph A. Magsal | DATE: 11/19/2021 |



Kaagapay ng Komunidad sa Maginhawang Pamumuhay



Annex B

CERTIFICATION

This is to certify that **LGU ORMOC CITY** located at New Ormoc City Hall 2nd/F City Hall Bldg. Aunubing Street, Brgy. Cogon Ormoc City, Philippines 6541, is a Partner of Social Housing Finance Corporation by virtue of a Memorandum of Understanding dated September 30, 2014.

This certification is being issued as requested by Engr. Joeuardee A. Pedoy of LGU Ormoc City for whatever purpose it may serve.

Issued this 4th day of November 2021, Makati City.


JEANNIE A. FURISCAL

OIC Manager, Partner Relations Division



RefNo. NV21-0145