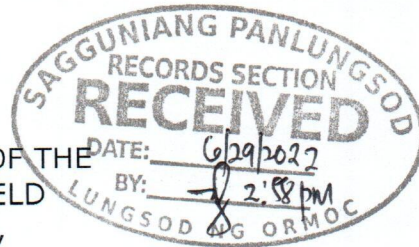


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



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 JUNE 27, 2022 IN LIEU OF  
JUNE 28, 2022

PRESENT:

|                              |   |
|------------------------------|---|
| Leo Carmelo L. Locsin, Jr.   | City Vice Mayor & Presiding Officer   |
| Roiland H. Villasencio,      | SP Member, Majority Floor Leader  |
| Tomas R. Serafica,           | SP Member, Presiding Officer "Pro-Tempore"  |
| Nolito M. Quilang,           | SP Member, 1 <sup>st</sup> Asst. Majority Floor Leader  |
| Eusebio Gerardo S. Penserga, | SP Member, 2 <sup>nd</sup> Asst. Majority Floor Leader  |
| 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,<br>Liga ng mga Barangay ng Ormoc                                 |
| Joan Marbie C. Simbajon,     | Ex-Officio SP Member, Chapter President,<br>Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc |

**RESOLUTION NO. 2022-167**

**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) FOR AND ON BEHALF OF THE  
LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC),  
WITH THE NATIONAL HOUSING AUTHORITY (NHA) FOR  
THE DEVELOPMENT OF THE RESETTLEMENT SITES AND  
CONSTRUCTION OF HOUSING UNITS IN BARANGAY  
MABINI, ORMOC CITY**

WHEREAS, this august Body was in receipt of an Endorsement from the City Mayors Office, dated June 22, 2022, requesting for the issuance of a Resolution granting authority to the City Mayor or his/ her representative to enter into and sign the attached Memorandum of Agreement (MOA) with the National Housing Authority (NHA) for the development of the project in Barangay Mabini. It is further requested that this matter be treated as extremely urgent. A copy of the said MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, it is the declared policy of the state to provide the people with adequate and decent housing facilities and to encourage various stakeholders to participate in the housing program of the government;

WHEREAS, the NHA shall, pursuant to Section 10.9 of Rule II of the Implementing Rules and Regulation of Republic Act No. 11201 (otherwise known as the "Department of Human Settlements and Urban Development Act") continue to function as a production and financing arm in housing and shall exercise all other functions based on the existing charter and its other mandates as provided under existing laws;



WHEREAS, the NHA is tasked to provide technical and other forms of assistance to Local Government Units (LGUs) in the implementation of their housing programs including the identification, acquisition and disposition of lands for socialized housing;

WHEREAS, pursuant to the Local Government Code (RA 7160) and the Urban Development and Housing Act of 1992 (RA 7279), Local Government Units are mandated to take principal role in the provision of housing services to its constituents;

WHEREAS, the City Mayor of Ormoc has expressed his desire to avail the Yolanda Permanent Housing Program of the NHA and offered the use of acquired property of the CITY identified as Lot No. 1-A, Psd-08-040523-D covered by TCT No. 50455, located in Barangay Mabini, Ormoc City containing an area of sixty-eight thousand six hundred forty-five (68,645) sq.m. and allocated twenty-four thousand (24,000) sq. m. to the NHA as the resettlement/relocation site for families affected by natural calamities such as Typhoon Yolanda, those living in danger zones, occupying government-owned lands, informal settlers, and qualified low-income families;

WHEREAS, the CITY has manifested its desire to adopt a higher standard of site planning/development and housing provision (i.e., wider pathways, bigger lots with parking and loftable house design) to benefit their qualified families. Thus, the Sangguniang Panlungsod Resolution No. 2022-071 dated 15 March 2022, authorized the NHA to enter and develop the CITY's endorsed property for the additional Yolanda Permanent Housing Program (YPHP) situated in Barangay Mabini, this city and shall serve as their counterpart to the said Project to generate more housing units;

WHEREAS, as committed by Management, the NHA has included in its FY 2022 Work Program and Corporate Operating Budget funds needed to complete the development of New Ormoc Housing Project, under the NHA's Yolanda Permanent Housing Program (YPHP);

WHEREAS, the NHA and the CITY mutually agree to pool their resources for the development of the resettlement sites and the construction of housing units in Ormoc City to benefit qualified families of the CITY, as a joint undertaking;

WHEREAS, Section 16 of Republic Act No. 7160, otherwise known as the "Local Government Code of 1991" (LGC), provides that every local government shall exercise the powers expressly granted, those necessarily implied therefrom, as well as powers necessary, appropriate or incidental for its efficient and effective governance, and those essential to the promotion of the general welfare, including preserving the comfort and convenience of the inhabitants;

WHEREAS, Section 22 (c) of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, states that no contract may be entered into by the local chief executive on behalf of the local government unit without prior authorization by the Sanggunian concerned;

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





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 said MOA is not contrary to law, public policy and morals and is entered into for the best interest of the City and its constituents, and therefore most deserving of this august body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Chairman, Committee on Laws and Ordinances and SP Member Roiland Villasencio, Chairman, Committee on Zoning, Housing and Land Use, severally seconded by SP Members Tomas R. Serafica, Esteban V. Laurente, Lalaine A. Marcos, Gregorio G. Yrastorza III, Joan Marbie C. Simbajon and Jasper M. Lucero; 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) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE NATIONAL HOUSING AUTHORITY (NHA) FOR THE DEVELOPMENT OF THE RESETTLEMENT SITES AND CONSTRUCTION OF HOUSING UNITS IN BARANGAY MABINI, ORMOC CITY;


ADOPTED, June 27, 2022.

RESOLVED FURTHER, that copies of the final and notarized Memorandum of Agreement (MOA) be furnished 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; the National Housing Authority (NHA); OCHO; the City Local Government Operations Officer-DILG; and all other offices concerned for their information and guidance;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above 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  
YOLANDA PERMANENT HOUSING PROGRAM**

**NEW ORMOC HOUSING PROJECT  
Brgy. Mabini, Ormoc City**

**KNOW ALL MEN BY THESE PRESENTS:**

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

The **NATIONAL HOUSING AUTHORITY**, a government owned and controlled corporation organized and existing pursuant to the provisions of Presidential Decree No. 757, as amended, with principal office address at the NHA Building, Elliptical Road, Diliman, Quezon City, represented in this Act by its General Manager, **MARCELINO P. ESCALADA, JR.**, hereinafter referred to as the "**NHA**";

-and-

The **CITY OF ORMOC**, a government entity duly organized and existing under the laws of the Republic of the Philippines with principal office at the City Hall, Narra Street, Ormoc City, represented in this Act by its City Mayor, **HON. RICHARD I. GOMEZ, DPA**, hereinafter referred to as the "**CITY**".

WITNESSETH, That:

**WHEREAS**, it is the declared policy of the state to provide the people with adequate and decent housing facilities and to encourage various stakeholders to participate in the housing program of the government;

**WHEREAS**, the NHA shall, pursuant to Section 10.9 of Rule II of the Implementing Rules and Regulation of Republic Act No. 11201 (otherwise known as the "Department of Human Settlements and Urban Development Act") continue to function as a production and financing arm in housing and shall exercise all other functions based on the existing charter and its other mandates as provided under existing laws;

**WHEREAS**, the NHA is tasked to provide technical and other forms of assistance to Local Government Units (LGUs) in the implementation of their housing programs including the identification, acquisition and disposition of lands for socialized housing;

**WHEREAS**, pursuant to the Local Government Code (RA 7160) and the Urban Development and Housing Act of 1992 (RA 7279), Local Government Units are mandated to take principal role in the provision of housing services to its constituents;

**WHEREAS**, the City Mayor of Ormoc, in a letter dated 26 October 2021, hereinafter referred to as Annex "A" and made an integral part hereto, expressed his desire to avail the Yolanda Permanent Housing Program of the **NHA** and offered the use of acquired property of the **CITY** identified as Lot No. 1-A, Psd-08-040523-D covered by TCT No. 50455, attached herewith as Annex "B" and made an integral part hereto, located at Brgy. Mabini, Ormoc City containing an area of sixty-eight thousand six hundred forty-five (68,645) sq.m. and allocated twenty-four thousand (24,000) sq. m. to the **NHA** as the resettlement/relocation site for families affected by natural calamities such as Typhoon Yolanda, those living in danger zones, occupying government-owned lands, informal settlers, and qualified low-income families;



**WHEREAS**, the **CITY** has manifested its desire to adopt a higher standard of site planning/development and housing provision (i.e., wider pathways, bigger lots with parking and loftable house design) to benefit their qualified families. Thus, the Sangguniang Panlungsod Resolution No. 2022-071 dated 15 March 2022, hereinafter referred to as Annex "C" and made an integral part hereto, authorized the **NHA** to enter and develop the **CITY**'s endorsed property for the additional Yolanda Permanent Housing Program (YPHP) situated in Brgy. Mabini, this city and shall serve as their counterpart to the said Project to generate more housing units;

**WHEREAS**, the Sangguniang Panlungsod Resolution No. 2022-07.1 dated \_\_\_\_\_, authorized the Honorable City Mayor Richard I. Gomez, to enter into a Memorandum of Agreement with the **NHA** regarding the land development and housing construction of the identified resettlement site in Brgy. Mabini, Ormoc City, hereinafter referred to as Annex "D" and made an integral part hereto;

**WHEREAS**, in order to address the additive cost of the aforementioned development, Sangguniang Panlungsod Resolution No. 2022-13.1 dated \_\_\_\_\_, hereinafter referred to as Annex "E" and made integral part hereto, authorized the **CITY** to appropriate funds specifically on the Import Fill, Grading and Compaction, LARES Individual Lot Titling, and Anaerobic Baffled Reactor (ABR) and to undertake other project components as mutually agreed upon by the Parties herein;

**WHEREAS**, as committed by Management, the **NHA** has included in its FY 2022 Work Program and Corporate Operating Budget funds needed to complete the development of **New Ormoc Housing Project**, under the **NHA**'s Yolanda Permanent Housing Program (YPHP);

**WHEREAS**, the **NHA** and the **CITY**, hereinafter referred to as the **PARTIES**, mutually agree to pool their resources for the development of the resettlement sites and the construction of housing units in Ormoc City to benefit qualified families of the **CITY**, as a joint undertaking;

**WHEREAS**, in the event that other government and non-government and/or non-profit organizations or entities, benevolently provide funds for the construction of housing units and/or community facilities at the resettlement site and donate the same at no cost, the **PARTIES** and the donor shall enter into a separate Memorandum of Agreement for its development;

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

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

Atty. Josephine A. Romo  
City Legal Officer

DATE: 7 JUL 2022

## ARTICLE I THE PROJECT

1. The **PROJECT** shall cover the land development of 24,000.00 sq.m. owned by the **CITY** identified as a portion of Lot No. 1-A, Psd-08-040523-D covered by TCT No. 50455 located in Brgy. Mabini, Ormoc City to be known as **New Ormoc Housing Project** to include earthworks, road works, drainage works, water system, electrical system, sewerage system, survey works, miscellaneous and housing construction. When completed, the **PROJECT** will generate a total of 200 housing units;



- 1.2 The permanent housing sites acquired by the **CITY** shall be pre-evaluated by the **NHA** as suitable and acceptable for housing development. Approval by the **NHA** shall be governed by Memorandum Circular - 2015-0015 dated 29 December 2015 (Guidelines for Site Selection, Site Suitability and Site Planning of NHA Housing Development Projects);
- 1.3 The **PROJECT** shall be implemented by the **NHA** pursuant to the approved plans, specifications and cost estimates in consonance with the provisions of Batas Pambansa Bilang 220 and its Implementing Rules and Regulations (IRR), as amended, as a Socialized Housing Project and other applicable codes, laws and ordinances and NHA issuances;
- 1.4 The development of the **PROJECT** shall be undertaken by Contract to be awarded in accordance with the provisions of The Government Procurement Reform Act (RA 9184) and its Implementing Rules and Regulations (IRR).

## ARTICLE II THE PROJECT BENEFICIARIES

- 2.1 The **PROJECT** is primarily intended to provide housing assistance to families affected by natural calamities including Typhoon Yolanda, those residing in danger areas, those affected by the infrastructure projects of the **CITY**, those with Court Orders for eviction and other urban poor families who qualify for relocation and resettlement assistance under RA 7279. Should the number of lots and/ or housing units to be generated be inadequate to service current requirements, prioritization of award shall be mutually agreed by both **PARTIES**;
- 2.2 A Local Inter-Agency Committee (LIAC) shall be created to be chaired by the **CITY** and composed primarily of the **NHA**, DSWD, PCUP, CHR, representatives of the Community and other government and non-government organizations as members. It shall be responsible for the following tasks:
  - a. Selection and validation of beneficiaries
  - b. Supervision and mobilization of volunteer works, if applicable; and
  - c. Promulgation of policies pertinent to the **PROJECT**, to include disposition of house and homelots, estate management and other necessary rules and regulations that may be needed during project implementation and occupancy thereof, by the qualified beneficiaries;

2.3 Award and disposition of the house and lot packages shall be governed by terms and conditions as may be prescribed by the LIAC, subject further to approval by the Sangguniang Panlungsod of the **CITY** and to restrictions on disposition of lands for Socialized Housing as prescribed under Article IV, Section 14 of Republic Act No. 7279.

All policies pertinent to the **PROJECT**, to include the disposition of lots, cost recovery and estate management shall be, upon request, assisted by the **NHA** and promulgated by the Sangguniang Panlungsod of the **CITY**.

Not contrary to laws, public  
policy, moral.

Amendments/Revisions

Atty. Josephine A. Dela Cruz  
BY: City Legal Officer DATE: 27 JUN 2022



ARTICLE III  
PROJECT FINANCING

3.1 The **PROJECT** shall be jointly funded by both **PARTIES**. The **NHA** shall allocate the amount of **PESOS: ONE HUNDRED MILLION THREE HUNDRED NINETY FIVE THOUSAND THREE HUNDRED TWENTY SEVEN AND 10/100 (P100,395,327.10) ONLY** to cover the estimated cost for **LAND DEVELOPMENT**, as follows:

- a. Mobilization/ Demobilization
- b. Earthworks
- c. Roadworks
- d. Drainage System
- e. Water System
- f. Survey Works
- g. Sewerage System
- h. Electrical System
- i. Miscellaneous

And for **HOUSING CONSTRUCTION**, as follows:

- a. Earthworks
- b. Structural Works
- c. Masonry Works
- d. Roofing Works
- e. Architectural Works
- f. Plumbing Works
- g. Electrical Works

The **CITY** shall provide the land and funds in excess of the amount allocated by the **NHA** for land development specifically on the Import Fill, Grading and Compaction, LARES Individual Titling, and Anaerobic Baffled Reactor (ABR) in the amount of **PESOS: SEVEN MILLION SEVEN HUNDRED THIRTY FIVE THOUSAND FOUR HUNDRED TWENTY THREE AND 79/100 (P7,735,423.79);**

3.2 The **CITY** shall provide/source-out funds for the acquisition of land/sites, free from all liens and encumbrances, and shall warrant that the sites are safe from any possible effects of subsequent natural calamities, deemed suitable and acceptable for housing development.

The **CITY** shall further provide/source-out funds in excess of the amount to be provided by **NHA** for any additional development feature not covered by the land development and housing construction cost of the **PROJECT**.

3.3 After completion of the **PROJECT**, any unutilized balance of the subsidy funds allocated by the **PARTIES** shall remain with the respective **PARTIES** for reallocation to other projects.

ARTICLE IV  
ROLES AND RESPONSIBILITIES

4.1 The **NHA** shall:

4.1.1 Allocate and provide funds in the amount of **PESOS: ONE HUNDRED MILLION THREE HUNDRED NINETY FIVE THOUSAND THREE HUNDRED TWENTY SEVEN AND 10/100 (P100,395,327.10) ONLY** for



the land development and housing construction of the **CITY** property pursuant to its approved Work Program and Corporate Operating Budget for FY 2022;

- 4.1.2 Prepare and approve the site development and housing plans, detailed architectural/engineering details, technical specifications, PERT/CPM and cost estimates of the works covered by the **NHA** financial assistance;
- 4.1.3 Undertake the award of the civil works contract in accordance with RA 9184, as amended, and its IRR;
- 4.1.4 Undertake works engineering functions for land development, as well as housing construction to ensure compliance with the approved plans, specifications, timetable, satisfactory workmanship, and monitoring of project status and accomplishments;
- 4.1.5 Allow the construction of community facilities in duly designated areas or sites, the implementation and operation of which shall be covered by a separate Agreement with specific agencies, until the sites' eventual turnover of the completed project;
- 4.1.6 Turnover completed infrastructure works to the **CITY** and other concerned government agencies.
- 4.1.7 Upon request, assist the **CITY** in the following areas:
  - a. Formulation of Beneficiary Selection Criteria; and
  - b. Formulation of policies relating to project relocation procedures, lot disposition, lot pricing and cost recovery, and other estate management functions, as may be applicable.
- 4.1.8 Participate in Inter-Agency meetings as may be required.

4.2 The **CITY** shall:

- 4.2.1 Identify and provide funds for the acquisition of land/sites for the resettlement projects, free from all liens and encumbrances, and warrant that the sites are safe from any possible effects of subsequent natural calamities, deemed suitable and acceptable for permanent housing development;

REVIEWED

ORMOC CITY LEGAL OFFICE

4.2.2

Provide/source-out funds for the following works, when needed:

- Import Fill, Grading and Compaction;
- Development of the Roads-Right-Of-Way (RROW) leading to the project site;
- Drainage Rights-Of-Way for the project/ Off-site Drainage Facility from the drainage outfall;
- Water source and interconnection points of the project water distribution system;
- LARES Individual Lot Titling;
- Development of secondary sewage treatment ponds/Anaerobic Baffled Reactor (ABR) in designated areas of the project/s; and appropriate funds to cover the said costs in its annual budget to be approved by the Sangguniang Panlungsod of Ormoc City.

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public

policy, moral.

Amendments/Revisions

BY: Atty. Josephine A. [Signature]  
City Legal Office DATE: 27 JAN 2022



- 4.2.3 Issue an "Authority to Enter and Develop" for the **NHA** to commence work implementation, during the completion of land acquisition documentation by the **CITY**;
- 4.2.4 Ensure the clearing of structures and other obstructions along the Roads-Right-of-Way (RROW) leading to the project sites and those existing within the sites, if any, prior to the implementation of the projects;
- 4.2.5 Provide **NHA** with all relevant documents and technical data on the project land site, such as, certified true copy of title/s, tax declarations and lot/location plans, duly signed and sealed by a Geodetic Engineer;
- 4.2.6 Secure other necessary permits, clearances and licenses from concerned government agencies, such as but not limited to the DENR Environmental Clearance Certificate, DAR Conversion Clearance, and issue the corresponding Preliminary Approval and Locational Clearance (PALC) and Development Permit by the Sangguniang Panlungsod, the Building Permit and other required permits, licenses and clearances, which may be required for the planning and implementation of the **PROJECT**;
- 4.2.7 Create and convene the Local Inter-Agency Committee (LIAC) to be headed by the **CITY** and with representatives of the **NHA**, Presidential Commission for the Urban Poor (PCUP), Department of Social Welfare and Development (DSWD), Commission on Human Rights (CHR), the community associations concerned as members, and other government and non-government agencies, to ensure adequate consultation and participation in **PROJECT** implementation and monitoring;
- 4.2.8 Upon completion, accept the completed land development works, such as roads and open spaces from the **NHA**, maintain and repair the same until such have been turned over to other concerned agencies or the homeowners' association;
- 4.2.9 Authorize the entry of agencies for purposes of introducing social services and livelihood opportunities to the beneficiaries;
- 4.2.10 Prior to turnover of completed infrastructure works, seek the approval of **NHA** for any form of construction and/or improvement to be introduced in the resettlement sites to ensure that said undertaking is in conformity with the approved plans and specifications of the project;
- 4.2.11 May enter into a separate agreement with other government or non-government agencies or entities for the purpose of accomplishing a particular task, subject to the concurrence of the **NHA**, should such agencies intend to;
- 4.2.12 Undertake pre-relocation, relocation and post-relocation activities of the project beneficiaries;
- 4.2.13 Maintain a permanent Project Team or Housing Office that will liaise with the **NHA** and other government agencies, monitor project implementation, and estate management, as may be applicable;

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public  
policy, moral.

Amendments/Revisions

BY: Atty. Josephine A. Mojib DATE: 27 JUN 2022



- 4.2.14 Maintain and strengthen the present Housing Board to ensure continuity of its functions in overseeing the present and future housing/resettlement needs of its constituents;
- 4.2.15 Cause the proper use and maintenance of the open spaces within the **PROJECT** and the greening of the **PROJECT** by planting trees and other vegetative cover.

## ARTICLE V OTHER 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 hereof.
- 5.2 It is understood that the failure of the **PARTIES** to demand strict compliance of any or all of the terms and conditions of this Memorandum of Agreement shall not be construed as a waiver and/or estoppel on their parts for the enforcement of their rights in connection herewith.
- 5.3 Nothing in this Agreement shall be construed as establishing the relationship of employer and employee between the Parties or any of their respective staff. The **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 and all claims of liabilities arising from the acts or conduct of its employees.
- 5.4 This Memorandum of Agreement may be modified or revised by a written request of the **PARTIES** citing therein specific clause(s) to be revised or modified and the corresponding amendment(s) thereto. The modification or revision requests, if there be any, shall be made and put in effect upon the concurrence and/or approval of the **PARTIES**.
- 5.5 This Agreement shall be binding upon the **PARTIES** hereto and their respective Successors in interest and assign, or changes in Administration;
- 5.6 In case any provision of this Agreement be held invalid by any competent court, the same shall apply only to the provision involved and the remainder hereof remains valid and enforceable.

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public  
policy, moral.

Amendments/Revisions

Atty. Josephine A. Magsal

City Legal Officer

DATE: 27 JUN 2022



ARTICLE VI  
EFFECTIVITY

This Memorandum of Agreement shall take effect upon signing by all **PARTIES** hereto and shall remain effective unless otherwise terminated or upon satisfaction of the objectives for which this Agreement has been forged.

**IN WITNESS WHEREOF**, the **PARTIES** have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2022 at Quezon City, Philippines.

**NATIONAL HOUSING AUTHORITY**  
By:

**MARCELINO P. ESCALADA, JR.**  
General Manager

**CITY GOVERNMENT OF ORMOC**  
By:

**HON. RICHARD I. GOMEZ, DPA**  
City Mayor

SIGNED IN THE PRESENCE OF:

**ENGR. CONSTANCIO G. ANTINIERO**  
Regional Manager, Region VIII

**ENGR. JOEUARDEE A. PEDOY**  
Housing and Homesite Regulation Officer I

|   |
|---|
| REVIEWED  |
| ORMOC CITY LEGAL OFFICE   |
| ____ Approved   |
| ____ Separate Opinion   |
| ____ Drafted by CLO   |
| <input checked="" type="checkbox"/> Not contrary to laws, public policy, moral. |
| ____ Amendments/Revisions   |
| Atty. Josephine A. Najar-Po   |
| BY: _____ DATE: 27 JUN 2022   |





ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY, METRO MANILA ) S.S.

**BEFORE ME**, a Notary Public for and in Quezon City, Metro Manila, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_ 2022, personally appeared **MARCELINO P. ESCALADA, JR.**, in his capacity as General Manager of the National Housing Authority with NHA ID No. 61654, known to me and to me known to be the same person who executed the foregoing instrument and he acknowledged to me that the same is his free and voluntary act and deed and that of the entity he represents.

The foregoing instrument refers to the Memorandum of Agreement consisting of ten (10) pages including this page on which the Acknowledgment is written, signed by the Parties and sealed by my notarial seal.

**WITNESS MY HAND AND SEAL**, at the place and on the date first above-written.

Notary Public

Doc No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2022  
ORMOC \_\_\_\_\_  
\_\_\_\_\_  
Approved  
\_\_\_\_\_  
Separate Opinion  
\_\_\_\_\_  
Drafted by CLO  
\_\_\_\_\_  
Not contrary to laws, public  
policy, moral.  
\_\_\_\_\_  
Amendments/Revisions  
BY: Atty. Joseph A. Aguirre  
City Legal Office DATE: 27 JUN 2022





ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S.S.

**BEFORE ME**, a Notary Public for and in Ormoc City, Leyte, Philippines this \_\_\_\_\_ day of \_\_\_\_\_ 2022, personally appeared **HON. RICHARD I. GOMEZ, DPA** in his capacity as City Mayor of the City Government of Ormoc with ID No. \_\_\_\_\_, known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is his free and voluntary act and deed and that of the entity he represents.

The foregoing instrument refers to the Memorandum of Agreement consisting of ten (10) pages including this page on which the Acknowledgment is written, signed by the Parties and sealed by my notarial seal.

**WITNESS MY HAND AND SEAL**, at the place and on the date first above-written.

Notary Public



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| Page No. _____                                    |
| Book No. _____                                    |
| ORMOC CITY LEGAL OFFICE                           |
| Series of 2022                                    |
| Approved _____                                    |
| Separate Opinion _____                            |
| Drafted by CLO _____                              |
| Not contrary to laws, public policy, moral. _____ |
| Amendments/Revisions _____                        |
| Atty. Josephine A. Neira, Notary Public           |
| BY: _____ DATE: _____                             |