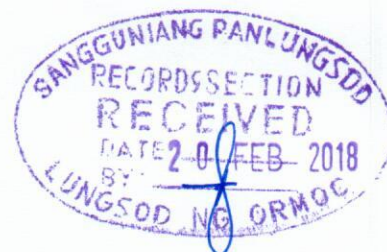


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON FEBRUARY 15, 2018

PRESENT:

Rolando M. Villasencio,	(Acting City-Vice Mayor & Temporary Presiding Officer),
	SP Member, Majority Floor Leader
Vincent L. Rama,	SP Member, Asst. Majority Floor Leader
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica,	SP Member
Benjamin S. Pongos, Jr.,	SP Member
Eusebio Gerardo S. Penserga,	SP Member
Gregorio G. Yrastorza III,	SP Member
Nolito M. Quilang,	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
Lea Doris C. Villar,	SP Member, Asst. Minority Floor Leader
Mariano Y. Corro,	Ex-Officio SP Member
	Chapter President, Liga ng mga Barangay ng Ormoc

ON OFFICIAL LEAVE:

Leo Carmelo L. Locsin, Jr.,	(Acting City Mayor), Vice Mayor & Presiding Officer
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RESOLUTION NO. 2018-041

A RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC), WITH THE BUREAU OF FISHERIES AND AQUATIC RESOURCES - REGIONAL OFFICE NO. 8 (BFAR RO 8) RELATIVE TO THE USE OF THE LATTER OF A SPACE AT BUILDING "A" OF THE NEW PUBLIC MARKET CONTAINING AN AREA OF FORTY-TWO (42) SQUARE METERS FOR THE ESTABLISHMENT OF A SUB-OFFICE OF THE PROVINCIAL FISHERIES OFFICE (PFO).

WHEREAS, the City Mayor Richard I. Gomez through an Indorsement dated January 8, 2018 forwarded to this august Body for consideration the Memorandum of Agreement (MOA) to be entered into by LGU-Ormoc with the Bureau of Fisheries and Aquatic Resources Regional Office No. 8 (BFAR RO 8), relative to the use of a City Government property located at the New Public Market for the establishment of a sub-office of the Provincial Fisheries Office (PFO) in the City of Ormoc, and further classifying the same as URGENT, a copy of the final MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, the BFAR is the government agency responsible for the development, improvement, management and conservation of the country's fisheries and aquatic resources constituted as a line bureau by virtue of Republic Act No. 8550;

WHEREAS, in an effort to serve better the fisheries sector in the three (3) Districts of Western Leyte and bring closer the service of their office to the fisherfolk, the BFAR RO 8 would like to establish a sub-office of the Provincial Fisheries Office (PFO) in the city proper of Ormoc City being a gateway to other municipalities in the western side of the Province of Leyte;

WHEREAS, said area is a portion of the 2nd Floor of Building "A", New Public Market, Ormoc City with a dimension of seven (7) meters x six (6) meters or an area of FORTY-TWO (42) square meters, a copy of the sketch plan of the subject area is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, as provided for in the MOA, LGU Ormoc will allow BFAR RO 8 to occupy without rent or free of charge a portion of the 2nd Floor of Building A, Ormoc City Public Market, with an area of at least Forty-two (42) square meters taking into consideration that BFAR RO 8 shall keep the property in good condition and shall take good care of the premises;

WHEREAS, the City Legal Officer has expressed an opinion dated January 10, 2018 that the said MOA is in accordance with law, not detrimental to the interest of the city, not contrary to law, moral and public policy and furthermore, that the same is entered into for a purpose that serves the best interests of the City, its constituents and neighboring towns and municipalities, a copy of said letter opinion is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, the request of the BFAR is not within the coverage of Ordinance No. 107, also known as the "Market Code of the City of Ormoc", and Ordinance No. 67, entitled as "An Ordinance Adopting the Guidelines on the Operation of the New Public Market Specifically Building "A" of the City of Ormoc Relative to the Occupancy, Classification and Fixing of Rental Rates & Other Related Matters Thereof";

WHEREFORE, 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, after thorough examination of the aforementioned request by the City Mayor, finds that the same is entered into for the best interests of the City and her constituents, including neighboring towns and municipalities, and therefore, is most advantageous to her, thereby, deserving this august Body's prompt affirmative consideration;

NOW, THEREFORE, on joint motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances and SP Member Mario M. Rodriguez, Chairman, Committee on Economic Enterprise, severally seconded by SP Members Vincent L. Rama, Tomas R. Serafica, John Eulalio Nepomuceno O. Aparis II and Mariano Y. Corro; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT (MOA) FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC CITY (LGU-ORMOC), WITH THE BUREAU OF FISHERIES AND AQUATIC RESOURCES-REGIONAL OFFICE NO. 8 (BFAR RO 8) RELATIVE TO THE USE OF THE LATTER OF A SPACE AT BUILDING "A" OF THE NEW PUBLIC MARKET CONTAINING AN AREA OF FORTY-TWO (42) SQUARE METERS FOR THE ESTABLISHMENT OF A SUB-OFFICE OF THE PROVINCIAL FISHERIES OFFICE (PFO);


ADOPTED, February 15, 2018.

RESOLVED, FURTHER, that a copy of the final and notarized Memorandum of Agreement (MOA) be submitted to the Sangguniang Panglungsod ng Ormoc 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. Jasper M. Lucero; the OIC-Public Market Administrator, Engr. Rodolfo H. Labarda, Jr.; the Bureau of Fisheries and Aquatic Resources Regional Office 8, through its Regional Director Visa Tan - Dimerin; the OIC-City Director, DILG; and all other offices concerned for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


MARIA ANTONIETA G. CO HAT
(OIC - SP Secretary)
Supervising Administrative Officer

ATTESTED:


ROLANDO M. VILLASEÑICO
(Acting City Vice-Mayor & Temporary Presiding Officer)
Majority Floor Leader
SP Member

DEED OF USUFRUCTUARY

KNOW ALL MEN BY THESE PRESENTS:

This DEED of Usufruct Rights is executed by and between:

The CITY GOVERNMENT OF ORMOC, a government political subdivision, created under the laws of the Republic of the Philippines, with office address at Brgy. Cogon, Ormoc City, represented in this instance by its City Mayor, **HON. RICHARD FRANK I. GOMEZ**, hereinafter referred to as the "**OWNER**";

-and-

The **BUREAU OF FISHERIES AND AQUATIC RESOURCES- REGIONAL OFFICE NO. 8**, a government agency, created under the laws of the Republic of the Philippines with office address at 2nd Floor SDC Building, Marasbaras, Tacloban City, represented in this instance by its Regional Director, **VISA TAN-DIMERIN**, hereinafter referred to as the "**USUFRUCTUARY**".

WITNESSETH:

WHEREAS, the bureau needs to establish a sub office of the Provincial Fisheries Office of Leyte in Ormoc City in order to serve better the fisherfolk residing in the western part of Leyte;

WHEREAS, the **OWNER**, offer the use of portion of the **2nd Floor of Bldg. A, New Public Market, Ormoc City** with a dimension of **7 meters x 6 meters** to be used as sub-office for PFO-Leyte (a copy of the sketch plan showing the exact location of the office space is hereto attached as "Annex A" to form part hereof;

WHEREAS, the **USUFRUCTUARY** accepts the above-stated offer of the **OWNER** with gratitude and deep appreciation.

WHEREAS, pursuant to Resolution No. ____, dated _____, of the Sangguniang Panglungsod, the City Mayor, **HON. RICHARD FRANK I. GOMEZ**, has been authorized to sign, execute and deliver this DEED OF USUFRUCT in behalf of the City of Ormoc;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the parties hereby agree to the following terms and conditions:

1. TERM- The term of the usufruct shall be for **3 years**, renewable at the discretion of the City Government and/ or the **USUFRUCTUARY** is hereby given the right and privilege to use the SPACE as its sub-office and construction of its compartment at the mentioned space and to provide facility which will enhance efficiency and productivity of the office attending to the needs of its employees;

2. OWNERSHIP - while the usufruct and/ or the beneficial use of the SPACE is transferred to **USUFRUCTUARY**, the ownership and title of the property remains with and continues to be in the name of the **OWNER**. Upon the expiration or non-renewal of the contract, improvements introduced on the space shall accrue to the City Government.

3. INTRODUCTION OF IMPROVEMENTS. - the **USUFRUCTUARY** shall provide, its own facilities and improvements, e.g. electricity, communication and others that shall make the office space sustainable and viable.

4. MAINTENANCE OF CLEANLINESS AND PEACE AND ORDER- the OWNER shall maintain the cleanliness and peace and order in the common areas of the Building while the USUFRUCTUARY shall be responsible for maintaining the cleanliness and peace and order in the area in usufruct.

5. OTHER TERMS AND CONDITIONS.

5.1 The SPACE shall be used exclusively by the USUFRUCTUARY as area for the establishment of its sub-office, however the City Government when the necessity arises, with due notice to the usufructuary, can use the area and any of its improvements introduced free of charge;

5.2 The USUFRUCTUARY, upon proper coordination with the OWNER, may construct a compartment; introduce improvements that may be necessary for the proper and beneficial use of the SPACE;

5.3 The USUFRUCTUARY shall construct and maintain its compartment and/ or improvements in accordance with local ordinance and/ or national laws on environmental safety, maintenance and preservation.

IN WITNESS WHEREOF, the herein parties have set their hands this ____ day of _____, 2017 at Ormoc City, Philippines.

CITY GOVERNMENT OF ORMOC
Owner

DA-BUREAU OF FISHERIES AND
AQUATIC RESOURCE, REGIONAL
OFFICE-8 (DA-BFAR 8)
Usufructuary

Represented by:

Represented by:

HON. RICHARD FRANK I. GOMEZ
City Mayor

VISA TAN-DIMERIN
Regional Director

SIGNED IN THE PRESENCE OF

City Agriculture Office

Provincial Fisheries Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ORMOC)
x-----x

BEFORE ME, this __ day of _____ 2017, at Ormoc City, Philippines,
personally appeared the following persons, to wit:

Name	Type of ID	ID No.
HON. RICHARD FRANK I. GOMEZ		
VISA TAN-DIMERIN		

Known to me to be the same persons who executed the foregoing Deed and
who acknowledged to me that the same is their free and voluntary act and deed of
the entities that they represent in this instance.

This Deed, consisting of three (3) pages, including the page on which this
Acknowledgement is written, signed by the Parties and their instrumental
witnesses, refers to a Deed of Usufruct of an office space.

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

Doc. No: _____
Page No: _____
Book No.: _____
Series of 2016

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is entered into by and between:

THE CITY GOVERNMENT OF ORMOC, a Local Government Unit (LGU) existing under the laws of the Republic of the Philippines, with office address at New Ormoc City Hall, Anubing Street, Ormoc City, Leyte, Philippines represented by its City Mayor, **MAYOR RICHARD FRANK I. GOMEZ**, hereinafter referred to as the CLGU, hereinafter referred to as the CITY OF ORMOC,

and

The Bureau of Fisheries and Aquatic Resources (BFAR), a government agency, with principal office at **PCA Building, Diliman Quezon City**, and **Bureau of Fisheries & Aquatic Resources Regional Office No. 8 (BFAR RO 8)** with office at Maharlika Highway, Brgy. Diit, Tacloban City, represented herein by its Regional Director, **VISA TAN-DIMERIN**.

WITNESSETH

WHEREAS, the City Government of Ormoc, an independent component city of the Province of Leyte is the owner of a building known as **Building A, Public Market**, located at Public Market, Ebony Street, Ormoc City;

WHEREAS, the **BFAR RO 8**, a government agency tasked with the development, improvement, management and conservation of the fisheries and aquatic resources in the Eastern Visayas Region, desires to occupy a portion of Building A, 2nd floor, Public Market located at Public Market, Ebony Street, Ormoc City to be used as the sub-office of the **Provincial Fisheries Office (PFO)** in the city proper of Ormoc;

NOW THEREFORE, for and in consideration of the foregoing premises and agreements hereinafter stipulated, the parties hereby agree for the occupancy by the **BFAR RO 8/PFO Sub-Office** of a portion of the Building A, 2nd Floor, Public Market, located at Public Market, Ebony Street, Ormoc City under the following terms and conditions, to wit:

1. That the **BFAR RO 8/PFO Sub-Office** occupy the portion of **Building A, 2nd Floor, Public Market with an area of more or less 42 square meters** (7.00 meters x 6.00 meters), a copy of the said sketch plan of the subject area is hereto attached and made an integral part hereof, without rent and/or free of charge provided that the occupant agency shall keep the occupied portion in good condition and shall take care of the premises with the

diligence of a good father of a family and shall further undertake minor repairs at its own expense without the benefit of reimbursement except that for major repairs, the occupant agency shall notify the City Government of Ormoc and the former shall notify the City Government of Ormoc and the former shall make or cause to be made the major repairs at their account within a reasonable period of time;

2. That the grounds and surroundings of the occupant agency shall be kept clean and green and the occupant agency shall maintain the sanitation of the occupied area;
3. That the connection of utilities introduced in the occupied area such as electricity, water, telephone, among others, and all corresponding bills therefor shall be the responsibility and account of BFAR RO 8/PFO Sub-Office;
4. That BFAR RO 8/PFO Sub-Office shall be responsible for all acts and commissions of its staff, personnel and any other or all persons allowed by it to have access to the premises;
5. That this Memorandum of Agreement takes effect immediately upon the signing of the parties and the City Government of Ormoc or the BFAR RO 8/PFO Sub-Office will inform the other party in writing three (3) months before any changes on this Memorandum of Agreement, including its termination, will be effected.

IN WITNESS WHEREOF, the parties hereby signed this MEMORANDUM OF AGREEMENT this _____ day of _____, 2018 at Ormoc City, Philippines.

**FOR THE CITY GOVERNMENT
OF ORMOC:**

RICHARD FRANK I. GOMEZ
City Mayor

FOR THE BFAR RO NO. 8:

VISA TAN-DIMERIN
Regional Director

SIGNED IN THE PRESENCE OF:



Republic of the Philippines
OFFICE OF THE CITY LEGAL OFFICER
Ormoc City, Leyte

10 January 2018

MA. VICTORIA LYRA P. DE LA CERNA
City Govt Assistant Department Head I
LGU-Ormoc City

Re: Request of BFAR to Establish Sub-Office of the Provincial Fisheries Office
(PFO) in Ormoc City

Dear Ms. De La Cerna:

The BFAR requests the use of a 7x6 meter space in the 2nd floor of Building A of the New Public Market as the sub-office of the PFO. Attached to the request is a draft Deed of Usufructuary in favor of BFAR.

The undersigned has reviewed this request against the provisions of the Market Code and Ordinance 67 (Ordinance Governing the Operation of the New Public Market Specifically Building "A" of Ormoc City) dated 14 January 1999, and finds that the Ordinance is silent regarding the grant of space in Building A of the New Public Market for use by national government agencies. The silence of the local law on the matter is taken by the undersigned to mean that requests of this character, while not originally envisioned by the Sanggunian, are not otherwise proscribed.

The undersigned thus has no legal objection to the grant of BFAR's request. It is recommended that the CMO request the SP to issue a Resolution granting the Mayor the authority to sign the draft Deed of Usufructuary, with a statement/provision to the effect that the request by BFAR is not within the coverage of the Market Code and Ordinance 67.

Thank you.

Very Truly Yours,

ATTY. JASPER M. LUCERO
City Legal Officer

VERIFIED TRUE COPY
JORNELL C. M. B. ALAYANG
ADMINISTRATIVE AIDE I