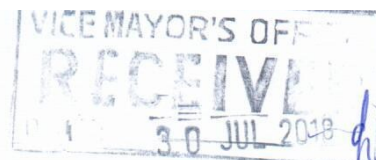


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 JULY 26, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Vincent L. Rama,	SP Member, Majority Floor Leader
Tomas R. Serafica,	SP Member, Asst. Majority Floor Leader
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
Melbur N. Melgazo,	Ex-Officio SP Member, Acting Chapter President,
	Liga ng mga Barangay ng Ormoc
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President,
	Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON OFFICIAL BUSINESS:

Mario M. Rodriguez,	(O.B. – Tacloban City),
	SP Member, Presiding Officer "Pro-Tempore"

RESOLUTION NO. 2018-178

A RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE CONTRACT OF USUFRUCT FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), IN FAVOR OF THE MARITIME INDUSTRY AUTHORITY (MARINA) OVER A PORTION CONSISTING OF AN AREA OF TWO HUNDRED FIFTEEN (215) SQUARE METERS, MORE OR LESS, OF CITY GOVERNMENT-OWNED LOT NO. 1-C COVERED BY CERTIFICATE OF TITLE NO. T-51690 LOCATED IN BARANGAY DANHUG, ORMOC CITY FOR THE CONSTRUCTION OF THE MARINA RO VIII/ ORMOC EXTENSION OFFICE BUILDING.

WHEREAS, this Sanggunian was in receipt of a communication from the Office of the City Mayor Richard I. Gomez dated May 16, 2018 requesting for the issuance of a resolution granting the City Mayor the authority to sign the attached Contract of Usufruct to be made and entered into by and between the Local Government Unit of Ormoc (LGU-Ormoc) and Maritime Industry Authority (MARINA) for the construction of the latter's Ormoc Extension Office, a copy of the said Contract is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, the MARINA RO VIII, a government agency tasked with the development, promotion, regulation and supervision of the maritime industry in the Easter Visayas Region, has conveyed to the LGU-Ormoc that the construction of the Ormoc Extension Office Building is among the Five (5) FY 2019 Priority Programs and Projects of MARINA Regional Office No. VIII and had asked assistance from the City by way of provision of a lot-property to be used as site for its said building;

WHEREAS, the said construction will institutionalize the latter's office and further enhance, expand and extend its services throughout the region, most especially Western Leyte, including the cities of Baybay and Ormoc and its neighboring municipalities;

WHEREAS, under R.A. 9295 otherwise known as the Domestic Shipping Act of 2004, the MARINA has the power and authority to inspect all vessels to ensure and enforce compliance by every domestic ship operator with required safety standards and other rules and regulations on vessel safety;

WHEREAS, the area subject of the Contract of Usufruct is more or less Two Hundred Fifteen (215) square meters, being a portion of a City Government-owned property described as Lot No. 1-C which is covered by TCT No. T-51690 located in Barangay Danhug, this City, and the same is reflected on a Site Development Plan prepared by Engr. Rosulo L. Pabilan, which is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, the City Legal Officer has expressed an opinion dated May 11, 2018 that as MARINA is a government entity and since policy dictates that government instrumentalities must cooperate to render a better service to the people, then the said Contract is in accordance with law, not detrimental to the interest of the City, not contrary to law, moral and public policy, a copy of said letter is hereto attached as Annex "C" and made an integral part, hereof;

WHEREAS, upon close examination by this august Body, the Contract of Usufruct is found to clearly and plainly encapsulate 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, that it is not contrary to law, contract, public policy and public morals, 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 and most advantageous to it, and therefore, most worthy of this Sanggunian's prompt and favorable consideration and action;

WHEREFORE, on motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Nolito M. Quilang, John Eulalio Nepomuceno O. Aparis II, Melbur N. Melgazo and Jasper C. Yerro; 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 CONTRACT OF USUFRUCT FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), IN FAVOR OF THE MARITIME INDUSTRY AUTHORITY (MARINA) OVER A PORTION CONSISTING OF AN AREA OF TWO HUNDRED FIFTEEN (215) SQUARE METERS, MORE OR LESS, OF CITY GOVERNMENT-OWNED LOT NO. 1-C COVERED BY CERTIFICATE OF TITLE NO. T-51690 LOCATED IN BARANGAY DANHUG, ORMOC CITY FOR THE CONSTRUCTION OF THE MARINA RO VIII/ ORMOC EXTENSION OFFICE BUILDING;

ADOPTED, July 26, 2018.

RESOLVED, FURTHER, that a copy of the final and notarized Contract of Usufruct and its annexes be submitted to the Sangguniang Panlungsod 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 MARINA RO VIII; the Sangguniang Barangay of Danhug; the OIC-City Director, DILG; and all other offices concerned for their information and guidance.

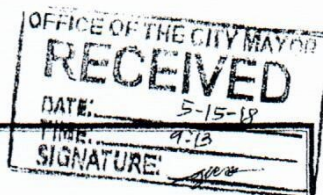
CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


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

ATTESTED:


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



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

11 May 2018

MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA
City Govt. Asst. Dept. Head I
City Mayor's Office
LGU-Ormoc City

Re: Review of Draft Contract of Usufruct between LGU Ormoc and MARINA
for Construction of Ormoc Extension Office

Dear Ms. Dela Cerna:

MARINA submits the abovementioned draft Contract of Usufruct following grant by the City of the former's request for a parcel of land for the construction of its Ormoc Extension Office.

The undersigned has reviewed the draft Contract and herein finds nothing legally objectionable thereto. The same is likewise found to be in order, not detrimental to the interests of the City, not contrary to law, morals and public policy. It is recommended however that the lot number be filled up prior to indorsement to the SP.

The undersigned further recommends that an SP Resolution be secured for the Authority of the Mayor to sign the same.

For the consideration of the CMO.

Thank you

Very Truly Yours,

ATTY. JASPER M. LUCERO
City Legal Officer

CONCEPCION M. DELA SANG
ADMINISTRATIVE AIDE I

CONTRACT OF USUFRUCT

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF USUFRUCT** made and executed by and between:

The **CITY GOVERNMENT OF ORMOC**, a duly organized local government unit existing under and by virtue of the laws of the Republic of the Philippines, through the City Mayor's Office with office address at the Ormoc City Hall, Ormoc City, represented by the City Mayor **RICHARD FRANK I. GOMEZ**, herein referred to as the "**CITY**".

-and-

The **MARITIME INDUSTRY AUTHORITY, MARINA**, with office address at Parkview Plaza 984 Taft Avenue, Cor. T.M. Kalaw Avenue, Ermita, Manila, represented in this act by its Administrator, **REY LEONARDO B. GUERRERO**, herein referred to as the "**MARINA**".

WITNESSETH: That—

WHEREAS, the **CITY** is the legal and absolute owner of a portion of certain parcel of land located at Brgy. Danhug, Ormoc City now subject property of this Contract of Usufruct, more particularly described below, to wit:

"A portion of Lot No. _____ with an area of more or less **TWO HUNDRED FIFTEEN (215) SQUARE METERS** (see attached sketch plan Annex "A")."

WHEREAS, the **MARINA** thru its Regional Office No. VIII made a written request to the **CITY** to use and occupy the abovementioned subject property where they can construct its Extension Office and such other structures necessary for its field operations. Copy of the letter is hereto attached as Annex "B";

WHEREAS, the **CITY** has prepared, formulated and approved a Site Development Plan involving and incorporating a portion of Lot No. _____ with an area of Two Hundred Fifteen (215) square meters intended for the construction of **MARINA** RO VIII Ormoc Extension Office. Copy of the Site Development Plan is hereto attached as Annex "C";

WHEREAS, the **CITY**, by an act of liberality and generosity, is amenable to grant **MARINA** the right to use and enjoy the fruits of the aforementioned property taking into consideration the noble cause of the latter;

NOW WHEREFORE, in consideration of the foregoing and mutual covenants and conditions herein contained, the **CITY** and **MARINA** do hereby mutually agree that the former shall grant the latter the right to use and the right to enjoy the fruits of the abovementioned property and the latter shall accept said grant subject to the following terms and conditions, to wit:

1. **TERM.** The term of usufruct is for fifty years (50) commencing from signing of this Contract of Usufruct and renewable for another fifty years (50) subject to agreement of both parties. Should the **MARINA** manifest its intention to renew the Contract of Usufruct, it shall notify the **CITY** at least thirty (30) days prior to the expiration of this Contract of Usufruct.

2. RIGHTS NOT TRANSFERABLE; PEACEFUL POSSESSION. The MARINA cannot directly or indirectly assign or transfer its right of usufruct over the

subject property or any portion thereof under any circumstance whatsoever, and any such contract made in violation of this clause shall be null and void. It should also preserve peaceful possession and non-proliferation of illegal squatters within the vicinity of the subject property during the effectivity of this Contract of Usufruct.

3. USE OF PROPERTY; MAINTENANCE AND CARE, FACILITIES, UTILITIES, AND OTHERS. The MARINA shall exercise due diligence to preserve and protect the property. The MARINA may use the land or make any improvement on the subject property at its own account, shall be responsible for the upkeep and the maintenance and care of said property, keeping it in a clean and sanitary and non-hazardous condition. Any installation of facilities, such as telephone, water, electricity, and other similar facilities and utilities including its corresponding bills, shall be for the account and expense of the MARINA. It is understood, however, that the ownership of the building and all other alterations, improvements or additions on the subject property shall become the property of the CITY at the end of the term or of its renewal of this Contract of Usufruct.

4. POSSESSION AND COMMENCEMENT OF CONSTRUCTION. The MARINA shall take possession of the above described property within one (1) year from the signing hereof and shall undertake the construction of its extension office and other facilities within TWO (2) years from the execution of this Contract of Usufruct. Violation of this provision automatically operates to terminate this Contract of Usufruct without further notice and liability from the CITY.

5. TERMINATION. At the termination of the term of this usufruct or upon cancellation of this Contract of Usufruct, subject however to Section I hereof and the next preceding section, the MARINA shall promptly surrender the premises to the CITY.

6. REMEDIAL MEASURE. In case of violation or infringement of any of the foregoing terms and conditions, the CITY reserves the right to terminate this Contract of Usufruct immediately and the MARINA agrees to vacate forthwith the premises without need of court proceeding.

7. Neither this Contract of Usufruct nor any terms and conditions hereon may be amended, waived, modified, discharged or terminated orally, but only by a written instrument duly signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ 2018 at Ormoc City, Philippines.

**MARITIME INDUSTRY
AUTHORITY**

By:

REY LEONARDO B. GUERRERO
Administrator

**CITY GOVERNMENT
OF ORMOC**

By:

RICHARD FRANK I. GOMEZ
City Mayor

Sangguniang Panlungsod Authority
Per SP Resolution No. _____ dated _____

SIGNED IN THE PRESENCE OF:

ENGR. EMMANUEL B. CARPIO

Republic of the Philippines)
Province of Leyte)s.c
City of Tacloban)

ACKNOWLEDGEMENT

BEFORE ME, this _____ at Ormoc City, personally
appeared:

Name	Gov't Issued ID	Date Issued
RICHARD FRANK I. GOMEZ	_____	_____
REY LEONARDO B. GUERRERO	_____	_____

Both known to me and to me known to be the same persons who executed and signed the foregoing Contract of Usufruct and they acknowledge to me that the same is their free act and deed of the entities they represented in this instance.

This instrument, consist of three (3) pages, including this page on which this acknowledgement is written, has signed on each and every page and every page thereof by the parties and their instrumental witnesses and sealed with my notarial seal.

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

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018 _____



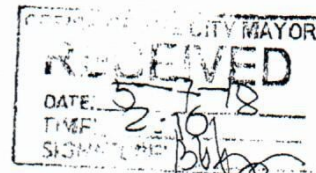
Republic of the Philippines
DEPARTMENT OF TRANSPORTATION

MARITIME INDUSTRY AUTHORITY
MARINA Regional Office No. VIII



03 May 2017

HON. RICHARD FRANK I. GOMEZ
City Mayor
Local Government of the City of Ormoc
Ormoc City Hall, Ormoc City



Dear Honorable Mayor Gomez:

This has reference to your letter dated April 2, 2018 Re: Action taken by your Office on our request for a piece of lot/land for the future construction of MARINA RO VIII/Ormoc Extension Office building in conjunction with our meeting/conference held last April 16, 2018 at your Office for the same reason. This office was informed that the request was referred to Engr. Raoul E. Cam, CPDO, LGU of Ormoc City, for possible site/location.

In the meeting/conference above-mentioned, discussed and/or agreed in part is the allocation by the LGU of Ormoc City to MARINA RO VIII of a parcel of available lot/land located in Barangay Danhug, Ormoc City for the intended future construction of the MARINA RO VIII/Ormoc Extension Office building. Right after that meeting, the MARINA RO VIII delegation together with some personnel from LGU of Ormoc City, as advised, visited and went to Barangay Danhug for site seeing and lot/land identification. Further to this, on April 25, 2018, the Maritime Industry Authority Regional Office No. VIII, through its Ormoc Satellite Sub-Unit, has received from the Office of the City Planning and Development Coordinator, LGU of Ormoc City a copy of a **Site Development Plan** and a **Lot Plan**, located in Brgy. Danhug, Ormoc City that comprised, among others, the Regional Evacuation Center and the allocated **Maritime Industry Authority Lot** with an Area of 215.00 square meters (copy is hereto attached).

Relative thereto, kindly be informed that the MARINA RO VIII, with *heartfelt thanks and deep gratitude*, is willing to accept the said property for its proposed future office building location to be used by its Ormoc Extension Office thereat.

Attached herewith is a draft **Contract of Use/Lease** for this purpose.

Thank you very much.

Very truly yours,

ENGR. EMMANUEL B. CARPIO
Regional Director

File/sma18

18-2311

CERTIFIED TRUE COPY

JOICEL ANN R. MAGLASANG
ADMINISTRATIVE AIDE I

"Tangkod nga serbisyo halad han MARINA ha publiko"

Uytinkoc Bldg, Senator Enage St., Tacloban City
Telephone No. (054) 573-4010, 388-1027, Email: mro8@marina.gov.ph





MARITIME INDUSTRY AUTHORITY
MARINA Regional Office No. VIII

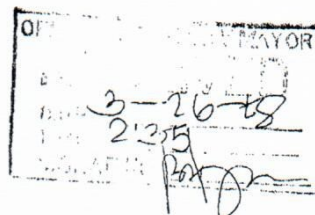


20 March 2018

HON. RICHARD FRANK ICASIANO GOMEZ

Mayor

Local Government of the City of Ormoc Ormoc City Hall,
Ormoc City, Leyte



Dear Honorable Mayor Gomez:

This has reference to your letter dated March 2, 2018 regarding your request for this Office to submit document(s) showing the proposed and/or initial design of the structure, improvement and the exact area needed, as well as a copy of our letter-request to the City of Ormoc (and the House of Representatives of the Fourth District of Leyte) dated August 4, 2017.

Related thereto, please find attached herewith our letter-request dated 04 July 2017, not August 4, 2017 as mentioned earlier, for your ready reference (see *Annex "A", "A.1" and "A.2"*).

As regards the requested documents showing the proposed/initial design of our Ormoc Extension Office, kindly be informed that there is no approved detailed design yet as of this date. However, we have already prepared the proposed uniform Building **Perspective** (see *Annex "B"*) for all the Extension Offices of MARINA Regional Office No. VIII in (Calbayog City, Maasin City, Guiuan and Ormoc City). These proposed extension office buildings require, among others, at least Two Hundred (200) square meter lot and a budget of Ten Million (P 10,000,000.00) pesos each.

Furthermore, please be informed that the construction of the Ormoc Extension Office Building is among the Five (5) FY 2019 Priority Programs and Projects of MARINA Regional Office No. VIII. These priority programs and projects of the MARINA Regional Office VIII were ultimately endorsed by the Regional Development Council Eastern Visayas (RDC VIII) through Resolution No. 115-D, Series of 2017, entitled "**Endorsing the Five (5) FY 2019 Priority Programs and Projects of the Maritime Industry Authority VIII for Inclusion in its FY 2019 Budget Proposal**" during its meeting on 13 December 2017. Attached herewith is a copy of the letter of the RDC Chairperson to the MARINA Administrator dated 15 January 2018 as Annex "C" and a copy of the RDC VIII Resolution for your reference and perusal as *Annex "C. 1"*.

The said FY 2019 MARINA priority programs and projects will permanently institutionalize our office and will further enhance, expand and extend our services throughout the region and Western Leyte including the cities of Baybay and Ormoc.

"Tanggapin ang serbisyo halad-halad ng MARINA sa publiko"

Liyongkon Bldg. Senator Ungco St., Tacloban City
Telephone No. (053) 523 - 3010; 888 - 1027, Email: mra8@marina.gov.ph





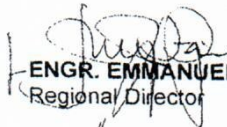
MARITIME INDUSTRY AUTHORITY
MARINA Regional Office No. VIII

It is in this vein that we are respectfully and humbly requesting for your generous support and assistance by way of allocating our office a lot-property intended for the construction of the proposed extension office within the vicinity of Ormoc City.

Considering that our clients are primarily compose of shipowners/operators/crow and maritime cadets and other maritime stakeholders in Ormoc City and the neighboring municipalities of Albura, Kananga, Merida, Isabel, Palompon, San Isidro, Villaba and Matag-ob including the city of Baybay and Camotes Island, Ormoc City is strategically our preferred place where we can do our business transactions and services with them.

Thank you very much.

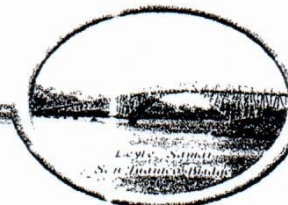
Very truly yours,


ENGR. EMMANUEL B. CARPIO
Regional Director
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SA-127

"Tungkol sa serbisyo batid han MARINA ha publiko"

Building Bldg. Senator Enage St., Tacloban City
Telephone No. (053) 523 - 3010, 888 - 1027, Email: mro8@marina.gov.ph



Oruro

