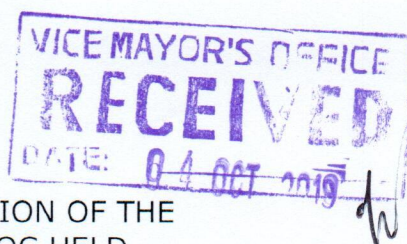


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON OCTOBER 01, 2019

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Benjamin S. Pongos, Jr.,	SP Member, Majority Floor Leader
Roiland H. Villasencio,	SP Member, Asst. Majority Floor Leader
Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Nolito M. Quilang,	2 nd Asst. Majority Floor Leader, SP Member
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

ON LEAVE:

Jasper C. Yerro,	Ex-Officio SP Member, Chapter President, Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc
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RESOLUTION NO. 2019-078

A RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE DEED OF USUFRUCT FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), IN FAVOR OF THE ORMOC LOCAL PRODUCERS ASSOCIATION, INC. RELATIVE TO THE LATTER'S INTENTION TO USE STALLS LOCATED IN THE ORMOC CITY PASALUBONG CENTER FOR THE PROMOTION OF TOURISM IN ORMOC CITY FOR THE ORMOC CHARTER MONTH CELEBRATION.

WHEREAS, the City Mayor Richard I. Gomez through an Indorsement dated September 23, 2019 forwarded to this august Body for consideration the Deed of Usufruct to be entered into by the Local Government Unit of Ormoc (LGU-Ormoc) with the Ormoc Local Producers Association (OLPA) relative to the latter's intention to use stalls located in the Ormoc City Pasalubong Center for the promotion of tourism in Ormoc City during the Ormoc Charter Month celebration, further requesting that the matter be treated as URGENT, a copy of the final Deed of Usufruct is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, by virtue of Republic Act No. 179, otherwise known as the Charter of Ormoc City, the City of Ormoc was established which marked the start of its development;

WHEREAS, every 20th day of October each year, Ormoc City celebrates its Charter Day which has then been a long-standing tradition to celebrate the said date with merriment, meaning and significance to provide Ormocanons and visitors alike time to reminisce the City's founding day and boost their camaraderie as a community of peace-loving citizens;

WHEREAS, in view of the said day, the whole month of October shall be celebrated as the Ormoc Charter Month;

WHEREAS, one of the thrusts of this administration is developing tourism in Ormoc City and making Ormoc City the tourism hotspot in the province of Leyte and the "gateway to the rest of Eastern Visayas";

WHEREAS, LGU – Ormoc is the owner of subject stalls located at the Ormoc City Pasalubong Center located at the Ormoc Terminal, Ormoc City;

WHEREAS, the Ormoc Local Producers Association (OLPA) agrees to use the aforementioned property for purposes of promoting tourism of Ormoc City during the celebration of the Ormoc Charter Month 2019 which shall be limited solely for purposes of promoting local goods, tourist sites and related goods or services;

WHEREAS, the parties thereto are committed in collaborating to enter into said agreement with full knowledge, commitment and willingness in the fulfillment of their responsibilities contained thereon;

WHEREAS, the City Legal Office has reviewed the subject agreement and has approved the same as evidenced by the attached Deed of Usufruct;

WHEREAS, upon close and thorough review, this Sanggunian, finds that the Deed of Usufurct is not contrary to law and existing contracts, and 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 which will in turn boost the local economy and local enterprises whilst promoting Ormoc City as a tourist destination;

WHEREFORE, on motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Nolito M. Quilang, Eusebio Gerardo S. Penserga, Jasper M. Lucero, Peter M. Rodriguez, Gregorio G. Yrastorza III, Lalaine A. Marcos, Esteban V. Laurente and Vincent L. Rama; 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 DEED OF USUFRUCT FOR AND IN BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), IN FAVOR OF THE ORMOC LOCAL PRODUCERS ASSOCIATION, INC. RELATIVE TO THE LATTER'S INTENTION TO USE STALLS LOCATED IN THE ORMOC CITY PASALUBONG CENTER FOR THE PROMOTION OF TOURISM IN ORMOC CITY FOR THE ORMOC CHARTER MONTH CELEBRATION;

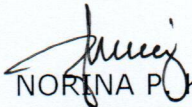
ADOPTED, October 01, 2019.

RESOLVED, FURTHER, that a copy of the final and notarized Deed of Usufruct 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. Josephine Mejia-Romero; the Ormoc City Tourism Office; the Ormoc Local Producers Association; the City Local Government Operations Officer-DILG; and other concerned offices for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


NORINA P. KIERULF
(OIC-SP Secretary)
Local Legislative Staff Officer II

ATTESTED:


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

DEMO COPY

USUFRUCT AGREEMENT

KNOW ALL BY MEN THESE PRESENTS:

This Agreement is hereby executed by and between:

The **CITY GOVERNMENT OF ORMOC** a local government unit duly organized and existing under, and by virtue of the laws of the Republic of the Philippines with office address at Anubing St., Brgy. Cogon, Ormoc City represented by its Mayor, **HON. RICHARD GOMEZ**, herein referred to as "**LGU ORMOC**";

and

The **Ormoc Local Producers Association Inc.**, a group of different micro, small and medium scale producers with office address at Ebony St., Ormoc, City represented by its President, **Ms. May Monsalud**, herein referred to as "**OLPA**";

WITNESSETH THAT:

WHEREAS, the GRANTOR is the owner of the SUBJECT STALL/S, Stall No. ____, at the Ormoc City Pasaubong Center located in _____, Ormoc City, Leyte;

WHEREAS, the GRANTEE agrees to use the property for purposes of promoting tourism of Ormoc City for the Ormoc Charter Month;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenant hereinafter set forth, the GRANTOR hereby transfers and conveys unto the GRANTEE, by way of USUFRUCT the subject stall/s, subject to the following terms and conditions:

1. The grant of this usufruct shall be valid from October 1, 2019 until October 31, 2019, and shall automatically terminate thereafter;
2. The subject stall/s shall be used solely for purposes of promoting local goods, tourist sites, and related goods/services, if, at any time, the premises is used for any other purpose, the GRANTOR shall have the right to rescind its grant without prejudice to its other rights under the law;
3. The GRANTEE undertakes to take diligent care of the said subject property, and shall maintain cleanliness and sanitation of the same at all times;
4. The GRANTEE shall be responsible for the payment of utilities pertaining to the period covered by this grant;

REVIEWED
ORMOC CITY LEGAL OFFICE

APPROVED *not contrary to law etc*

SEPARATE OPINION

BY: *M. Monsalud*

DATE: *Feb 19, 2019*

5. The GRANTOR shall turn the STALLS over to the GRANTEE in good and habitable condition for the purpose of this AGREEMENT. The GRANTOR is not liable for any damage/loss of the property of GRANTEE in its stall/s;
6. No improvement/repairs shall be made by GRANTEE without the written approval of the GRANTOR;
7. The GRANTEE shall not lease any part or portion of the stall/s or the whole thereof;
8. At the expiration of the term of this grant, or cancellation thereof, the GRANTEE will promptly deliver to the GRANTOR the stall/s with all corresponding keys and in as good and tenable condition as the same is now, devoid of all occupants, movable furniture, articles and effects of any kind, without need of demand; and the GRANTEE shall be liable for damages which the GRANTOR may suffer for failure to surrender the same;
9. The GRANTOR may immediately recover possession of the stall/s and terminate the usufruct should the GRANTEE violate any of the provisions of this Agreement or fail to comply with its obligations as a usufructuary as provided in the New Civil Code of the Philippines, the applicable provisions of which are incorporated herein and deemed part of the provisions of this Agreement;
10. Any dispute arising from this AGREEMENT shall be settled through Mandatory Arbitration, the arbiter/ to be agreed upon by the PARTIES, in accordance with R.A. 876, otherwise known as The Arbitration Law;

In witness hereof, the parties have hereunto affixed their signatures this _____ day of _____ 2019, at Ormoc City, Philippines.

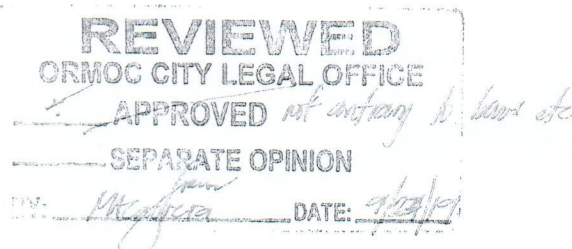
LGU ORMOC
by:

RICHARD I. GOMEZ
City Mayor
LGU Ormoc

Ormoc Local Producers Association Inc.
(OLPA)
by:

MAY MONSALUD
President
OLPA

Signed in the Presence of:



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Ormoc City) S.S.

BEFORE ME, a Notary Public in and for Ormoc City, Philippines, personally appeared:

Name	Valid I.D.	Date/Place of Issue
RICHARD I. GOMEZ		
MAY MONSALUD		

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me the same is their free and voluntary act and deed, as well as, the free and voluntary act and deed of the entities represented.

I further certify that the foregoing instrument relates to a Memorandum of Agreement executed by and between the **Local Government of Ormoc and Ormoc Local Producer's Association, Inc. (OLPA)** and that it consists of three (3) pages, including the page wherein the Acknowledgment is written.

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

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2019.

REVIEWED
ORMOC CITY LEGAL OFFICE

APPROVED *not contrary to law*

SEPARATE OPINION

BY: *Monsalud* DATE: *12/1/19*