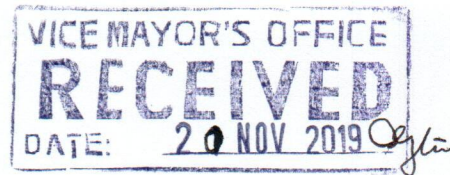




REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL
ON NOVEMBER 19, 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, 1 st Asst. Majority Floor Leader
Nolito M. Quilang,	SP Member, 2 nd Asst. Majority Floor Leader
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 LEAVE:

Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
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RESOLUTION NO. 2019-137

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 ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE EASTERN VISAYAS STATE UNIVERSITY (EVSU) RELATIVE TO THE USE AND OCCUPATION OF A PORTION OF SUBJECT PROPERTY AS A DRIVING AREA FOR THE TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA) - ACCREDITED DRIVING NATIONAL CERTIFICATE (NC) II TRAINING WITH AN AREA OF ONE THOUSAND (1,000) SQUARE METERS.

WHEREAS, the City Mayor Richard I. Gomez through an Indorsement dated November 04, 2019 forwarded to the 15th Sanggunian for consideration, the Memorandum of Agreement (MOA) to be entered into by the Local Government Unit of Ormoc (LGU-Ormoc) with the Eastern Visayas State University (EVSU) relative to the use and occupation of a portion of subject property to be used as a driving area for the TESDA-accredited Driving NC II Training with an area of ONE THOUSAND (1,000) SQUARE METERS, a copy of the final MOA is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, in a letter dated October 30, 2019, Mr. Eleody G. Abarca, Center Administrator for the Ormoc City Technical Education and Skills Development Center, presented to the City Mayor the draft MOA between LGU-Ormoc and EVSU and further requested that the same be endorsed to this Sanggunian for the corresponding authority, a copy of said letter is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, EVSU is the absolute owner of a parcel of land located in Barangay Patag, Ormoc City, containing an area of FIFTY TWO THOUSAND EIGHT HUNDRED SEVEN (52,807) SQUARE METERS, more or less, covered by Transfer Certificate of Title (TCT) No. 16970, by virtue of a Deed of Donation in favour of Ormoc City School of Arts and Trade (now EVSU), a copy of said TCT is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, LGU-Ormoc, through its Manpower Training Center, envisions to be a TESDA-accredited Driving NC II Training Course provider;

WHEREAS, in order to achieve the same, a driving area within the City for the conduct of its driving lessons in said course is required;

WHEREAS, the parties have agreed on LGU-Ormoc's use and occupation of a portion of the subject property, for an area equivalent to ONE THOUSAND (1,000) SQUARE METERS to enable the latter's Manpower Training Center to undertake the aforementioned driving lessons;

WHEREAS, this Sanggunian finds this MOA in order, pursuant to the provisions of Section 455, Paragraph (b) (1) (vi) of Republic Act 7160, otherwise known as the Local Government Code of 1991, which authorizes the City Mayor to represent the city in all its business transactions and sign in its behalf all bonds, contracts and obligations, and such other documents upon authority of the Sangguniang Panlungsod concerned pursuant to law or ordinance;

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, 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, her constituents and guests;

WHEREFORE, on motion of SP Member Benjamin S. Pongos, Jr., Chairman, Committee Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Nolito M. Quilang, Jasper M. Lucero, Peter M. Rodriguez, Gregorio G. Yrastorza, III, Laaine A. Marcos, Esteban V. Laurente and Joan Marbie C. Simbajon; 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 ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE EASTERN VISAYAS STATE UNIVERSITY (EVSU) RELATIVE TO THE USE AND OCCUPATION OF A PORTION OF SUBJECT PROPERTY AS A DRIVING AREA FOR THE TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA) - ACCREDITED DRIVING NATIONAL CERTIFICATE (NC) II TRAINING WITH AN AREA OF ONE THOUSAND (1,000) SQUARE METERS;

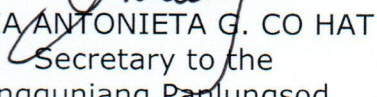
ADOPTED, November 19, 2019.

RESOLVED, FURTHER, that a copy of the final and notarized Memorandum of Agreement 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 Technical Education and Skills Development Center; the Eastern Visayas State University (EVSU); 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.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


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

DEMO COPY

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT made and 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, hereinafter referred to as "LGU ORMOC";

-and-

The EASTERN VISAYAS STATE UNIVERSITY a state university duly created by Philippine laws, herein represented by its Campus Director, DOMINADOR O. AGUIRRE, JR., D.M., hereinafter referred to as the "EVSU",

WITNESSETH:

WHEREAS, EVSU is the absolute owner of a parcel of land containing an area of FIFTY TWO THOUSAND EIGHT HUNDRED SEVEN (52,207) SQUARE METERS, more or less, covered by TCT no. 16970, by virtue of a Deed of Donation in favour of Ormoc City School of Arts and Trade (now EVSU), hereto attached as Annex "A", located at Brgy. Patag, Ormoc City, now subject property of this Memorandum of Agreement;

WHEREAS, LGU ORMOC, through its Manpower Training Center, envisions to be a Technical Education and Skills Development Authority (TESDA) - accredited Driving NC II training course provider;

WHEREAS, a driving area within the city for the conduct of its driving lessons in said course is required;

WHEREAS, the parties agree on LGU ORMOC's use and occupation of a portion of subject property, for an area of ONE THOUSAND (1,000) SQUARE METERS, as a USUFRUCTUARY, to enable the latter to undertake said driving lessons;

NOW THEREFORE, premises considered, EVSU hereby agrees and grants the usufruct of a portion of subject property to the LGU ORMOC subject to the following terms and conditions, to wit:

1. **TERM.** The term of usufruct is for _____, commencing from _____ and expiring on _____, renewable at the option of EVSU under the same terms and conditions. *Provided*, that LGU ORMOC will manifest its intention to renew the Memorandum of Agreement, at least sixty (60) days prior to the expiration of this Memorandum of Agreement. *Provided further*, that should the purpose of the grant of this usufruct cease, or become impossible to fulfil, this grant shall be terminated, without need of demand;

2. **PURPOSE.** The subject property shall be used solely for purposes of implementing Driving NC II courses. If, at any time, the premises is used for any other purpose, the EVSU shall have the right to rescind its grant without prejudice to its other rights under the law;

3. **WAIVER OF SECURITY.** LGU ORMOC shall possess the portion of land under usufruct and is excused from the obligation of making an inventory or of giving security;

4. **IMPROVEMENTS, MAINTENANCE AND CARE, FACILITIES, UTILITIES, ETC.** LGU ORMOC may erect a building or any improvement on the subject property at its own account, and shall be responsible for the upkeep and the maintenance and care thereof, keeping it in a clean and sanitary

REVIEWED

ORMOC CITY LEGAL ATTORNEY

Approved

Separate Opinion

Drafted by CLO

Not contrary to law, policy, moral

Amendments/Revisions

Atty. Maria Adella S. Cabrera

City Legal Attorney

DATE: 10/24/17

and non-hazardous condition. Installation of utilities, such as telephone, water, electricity, and the like, shall be for the account/expense and maintenance of LGU ORMOC;

5. **PRESERVATION.** LGU ORMOC, as the usufructuary of the subject property, shall take care of the property with due diligence and to preserve the same in form in substance. Ordinary expense in the preservation of the property, including taxes, is to be borne by the LGU ORMOC;
6. **EXPIRATION.** At the expiration of the term of this grant, or cancellation thereof, the LGU ORMOC will promptly deliver to the EVSU the subject property in as good and tenable condition as the same is now, devoid of all occupants, improvement, machinery, furniture, unless otherwise agreed, without need of demand; and LGU ORMOC shall be liable for damages which EVSU may suffer for failure to surrender the same;
7. **PRETERMINATION.** EVSU may immediately recover possession of the stall/s and terminate the usufruct should the LGU ORMOC 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;
8. **DISPUTE RESOLUTION.** 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 WHEREOF, the parties hereunto set their hands this _____ at Ormoc City, Leyte, Philippines.

EASTERN VISAYAS STATE
UNIVERSITY

Represented by:

DOMINADOR O. AGUIRRE, JR., D.M.
President

CITY GOVERNMENT OF
ORMOC

Represented by:

RICHARD I. GOMEZ
City Mayor

SIGNED IN THE PRESENCE OF:

REVIEWED	
ORMOC CITY LEGAL OFFICE	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Separate Opinion	DANILO B. PULMA Campus Director
<input type="checkbox"/> Drafted by CLO	
<input type="checkbox"/> Not contrary to laws, public policy, moral.	
<input checked="" type="checkbox"/> Amendments/Revisions	
BY: Atty. Maria Adelfa S. Cabrera City Legal Attorneys	DATE: 10/04/19

ELEODY ABARCA
Manpower Training and Research Center
Administrator

Republic of the Philippines)
Province of Leyte) s.s.
City of Ormoc)

A C K N O W L E D G M E N T

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

NAME	VALID I.D., No.	DATE/PLACE ISSUED
RICHARD I. GOMEZ		
DOMINADOR O. AGUIRRE, JR., D.M.		

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

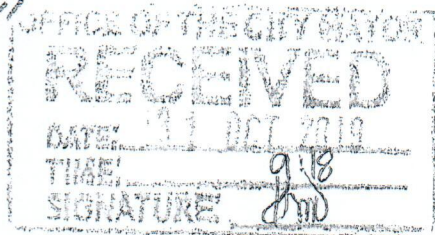
This instrument consists of three (3) pages including this page on which this acknowledgement is written, has been signed on each and every page thereof by the parties and their instrumental witnesses and sealed with my notarial seal.

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

Doc No. _____
Page No. _____
Book No. _____
SERIES OF 2019.



Annex "B"



Republic of the Philippines
City of Ormoc

ORMOC TECHNICAL EDUCATION AND SKILLS DEVELOPMENT CENTER

Anubing St. Cogon, Ormoc City

Email: octmtre@gmail.com Email: ormoctesdc@gmail.com

Contact #: 561-0886/ 255-7632

October 30, 2019

HON RICHARD I. GOMEZ

City Mayor

Ormoc City

Subject: Signing the MOA of EVSU and the City of Ormoc

Dear Mayor,

This is a request to indorse to the Sangguniang Panglungsod granting Mayor RICHARD I. GOMEZ to sign the MOA between EVSU and the City of Ormoc.

The Ormoc TESDC, Previously Ormoc City Technological Manpower Training and Research Center, presented the drafted MOA for EVSU. The City legal amended the MOA in accordance with the comment of EVSU (See attached file).

We thank you for your full support to the operations of Ormoc TESDC and we hope that the above request will merit your attention and appropriate action.

Thank you and more power.

Sincerely,

ELEODY G. ABARCA
Center Administrator

Annex "C"

3544873

REPUBLIC OF THE PHILIPPINES

DEPARTMENT OF JUSTICE

Land Registration Commission

REGISTRY OF DEEDS, ORMOG CITY

Transfer Certificate of Title

No. 16969 -

IT IS HEREBY CERTIFIED that certain land situated in the ORMOG CITY bounded and described as follows:

A parcel of land (Lot No. 2843 of the Cadastral Survey of Ormoc), with the buildings and improvements thereon, situated in the Barrio of Matag, Municipality of Ormoc. Bounded on the NE. by Lot No. 2844; on the SE. by Road; on the SW. by Lot No. 2842; and on the NW. by Lot No. 2841. Beginning at a point marked "1" on plan, being N. 33 deg. 03'W., 706.72 m. from B.L.D.M. No. 47; thence S. 52 deg. 01'E., 225.22 m. to point 2; thence S. 41 deg. 10'W., 106.26 m. to point 3; thence S. 47 deg. 53'W., 42.32 m. to point 4; thence N. 46 deg. 20'W., 188.71 m. to point 5; thence N. 27 deg. 21'E., 131.36 m. to the point of beginning; containing an area of TWENTY EIGHT THOUSAND AND SEVEN HUNDRED NINETY NINE (28,799) SQUARE METERS more or less. All points referred to are indicated on the plan; bearings true; declination 1 deg. 09'E., date survey, November 8, 1929-September 7, 1930.

is registered in accordance with the provisions of the Land Registration Act in the name of* POTENCIANO & ANICITA LARRAZABAL ENTERPRISES, CORP., a domestic corporation duly organized under the laws of the Phil with principal office of Ormoc City, Phil. as owner thereof in fee simple, subject to such of the incumbrances mentioned in Section 39 of said Act as may be subsisting, and to

It IS FURTHER CERTIFIED that said land was originally registered on the 31st day of March, in the year nineteen hundred and forty-one, in the Registration Book of the Office of the Register of Deeds of ORMOG CITY, Volume page, as Original Certificate of Title No. 34355, pursuant to Decree No. 742633, issued in L.R.C. Cadastral Record No. 1656.

This certificate is a transfer from transfer Certificate of Title No. 10755 cancelled by virtue hereof in so far as the above-described land is concerned.

Entered at ORMOG CITY
Philippines, on the 23rd day of June
in the year nineteen hundred and eighty
at m.

CERTIFIED TRUE
XEROX COPY

ATTEST:

ARNIE M. CADIENTE
(Owner)

ARTURO F. SUAREZ
Acting Register of Deeds

*State the civil status, name of spouse if married, age if a minor, citizenship and residence of the registered owner. If the owner is a married woman state also the citizenship of her husband. If the land is contained in the name of the deceased