

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 SEPTEMBER 29, 2020



PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, Jr.,
Roiland H. Villasencio,
Tomas R. Serafica,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Lalaine A. Marcos,
Esteban V. Laurente,

City Vice Mayor & Presiding Officer

SP Member

SP Member, Majority Floor Leader

SP Member

SP Member, Asst. Majority Floor Leader

SP Member

SP Member

SP Member

SP Member

SP Member

SP Member

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

RESOLUTION NO. 2020-306

**A RESOLUTION AUTHORIZING THE CITY MAYOR
RICHARD I. GOMEZ/OIC MAYOR/ACTING MAYOR TO
ENTER INTO AND SIGN THE DEED OF USUFRUCT BY
AND BETWEEN THE CITY GOVERNMENT OF ORMOC
CITY, AS THE "OWNER", AND THE BUREAU OF FIRE
PROTECTION REGION 8, AS THE "USUFRUCTUARY",
FOR A PARCEL OF LAND WITH AN AGGREGATE AREA
OF 2,874 SQUARE METERS AS THE SITE FOR THEIR
FACILITY LOCATED AT GOVERNMENT CENTER,
AUNUBING STREET, BARANGAY COGON, THIS CITY.**

WHEREAS, the Fifteenth Sangguniang Panlungsod ng Ormoc was in receipt of an Endorsement Letter dated 15 September 2020 requesting for the passage of a Resolution granting the City Mayor or his representative the authority to enter into and sign the Deed of Usufruct (Deed) by and between the City Government Unit of Ormoc City and the Bureau of Fire Protection (BFP) for a parcel of land located at Barangay Cogon to be utilized as BFP facility;

WHEREAS, Section 17 of Republic Act No. 7619, otherwise known as the Local Government Code of 1991, mandates the OWNER to discharge the functions and responsibilities of national agencies and offices devolved to them pursuant to these Code and shall support for fire services and facilities;

WHEREAS, the USUFRUCTUARY, by virtue of Section 5 of Republic Act No. 9514, otherwise known as the Fire Code of the Philippines of 2008, authorizes the Chief of the Bureau of Fire Protection to enter into Agreement with other departments, bureaus, agencies, offices and corporation of the government x x x in order to define areas of cooperation, fire safety, fire prevention, fire suppression, and other matters of common concerns;

WHEREAS, the OWNER owns a parcel of lot, located at the aforementioned place with Transfer of Certificate of Title No. 14664-Part in accordance with the provision of the property registration decree in the name of the City Government of Ormoc, a copy of the Tax Declaration is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, for and in consideration of liberality, the OWNER grants unto the USUFRUCTUARY, full right to the possession, use and enjoyment of the said parcel of land and the building constructed thereon for the above cited purpose;

WHEREAS, upon the execution of the Deed, the usufruct over the Land and Building shall remain in full force for a period of TEN (10) years, renewable at the discretion of the OWNER, further possession of the USUFRUCTUARY of the facility prior hereto is hereby ratified, a copy of the Deed is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, both parties share a common vision to ensure public safety, promote economic development through the prevention and suppression of all kinds of destructive fires as well as effective public service particularly to the locals of this City;

WHEREAS, in a communication dated 22 July 2019 from the City Legal Office it stated therein that there is nothing legally objectionable to the attached Deed;

WHEREAS, upon close and thorough review, this Sanggunian finds that the requested authorization to the City Mayor addresses the need of offices for other agencies of the government, because in the end, the services of such offices redound to the benefit of the public and the entire constituencies as a whole, aside from the fact, that it is mandated that all agencies and local government units shall have a shared responsibility – and thus, mutual support and cooperation is most expected – for the advancement of all the aspects of development, meriting this august Body's full support and favorable action;

NOW THEREFORE, on motion of SP Member Roiland H. Villasencio, Chairman, Committee on Public Properties together with SP Member Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances and SP Member Gregorio G. Yrastorza III, Chairman, Committee Justice & Peace and Order, severally seconded by SP Members Nolito M. Quilang, Vincent L. Rama, Esteban V. Laurente, Tomas R. Serafica, Joan Marbie C. Simbajon and Peter M. Rodriguez; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ/ OIC MAYOR/ACTING MAYOR TO ENTER INTO AND SIGN THE DEED OF USUFRUCT BY AND BETWEEN THE CITY GOVERNMENT OF ORMOC CITY, AS THE "OWNER", AND THE BUREAU OF FIRE PROTECTION REGION 8, AS THE "USUFRUCTUARY", FOR A PARCEL OF LAND WITH AN AGGREGATE AREA OF 2,874 SQUARE METERS AS THE SITE FOR THEIR FACILITY LOCATED AT GOVERNMENT CENTER, AUNUBING STREET, BARANGAY COGON, THIS CITY;

ADOPTED, September 29, 2020.

RESOLVED, FURTHER, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator; the City Legal Officer; the City General Services Officer; the City Accountant; the Commission on Audit; the Bureau of Fire Protection (BFP)-Region 8; the BFP-Ormoc; the City Local Government Operations Officer-DILG; and all other offices concerned.

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

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III (a) BUILDING AND OTHER IMPROVEMENTS

1. OWNER'S DECLARATION

1. OWNER'S DECLARATION						
DESCRIPTION	Floor Area	Construction Materials				Market Value
		1st Story	2nd Story	3rd Story	Roof	
	Total					

2. ASSESSOR'S FINDINGS

DESCRIPTION	Floor Area	Construction Materials				Market Value
		1st Story	2nd Story	3rd Story	Roof	
Total						

III (b) MACHINERY

1. OWNER'S DECLARATION

V. OWNER'S DECLARATION					
DESCRIPTION	Date of Operation	Original Cost	Depreciation	Market Value	
Total					

2. ASSESSOR'S FINDINGS

DESCRIPTION	Date of Operation	Replacement Cost	Depreciation	Market Value
Total				

SWORN STATEMENT OF OWNER

Under the provisions of Republic Act No. 7160, I HEREBY CERTIFY that the current and fair market value (x) of the foregoing described property of which I am the owner/administrator, is to the best of my knowledge and belief, as follows:

Land _____
Improvements _____
TOTAL VALUE _____

(Signature)

TIN _____
_____ 19 _____ the _____
_____ issued on _____

Subscribed and sworn to before me this _____ day of _____ 19____ the _____
person taking oath presenting Community Tax Certificate No. _____ issued on _____
19____ at _____

(x) State in the nearest multiple of 10 as P950 instead of P948; P1,000 instead of P1,004.

Signature of official administering oath

Official Title

TIN _____

ASSESSMENT BY

(CITY/PROVINCIAL ASSESSOR
(BOARD OF ASSESSMENT APPEALS
(CENTRAL BOARD OF ASSESSMENT APPEALS

Kind of Property	Actual Use	Market Value	Assessment Level	Assessed Value
Land	Fire Dept. Site	1,350,000.00	20 %	270,000.00
			%	
			%	
			%	
			%	
	Total	1,350,000.00	Total	270,000.00

TOTAL ASSESSED VALUE TWO HUNDRED SEVENTY THOUSAND

(AMOUNT IN WORDS)

APPROVED: 
CRISTETA B. TUGONON

Provincial/City Assessor

Provincial/City Assessor

By _____

May 26, 1999

Deputy

DATE _____

THIS DECLARATION CANCELS TAX NOS. 00019-00277 : IS CANCELLED BY
TAX NOS. _____ :
YEAR EXPIRES WITH THE YEAR _____ ENTERED IN THE REAL PROPERTY ASSESSMENT ROLL
FOR 19 _____ BY _____ PREVIOUS OWNER Same Owner
PREVIOUS ASSESSED VALUE: LAND \$ 216,000.00 IMPROVEMENT \$

/al.dons

DEED OF USUFRUCT

KNOW ALL MEN BY THESE PRESENTS:

This **DEED** is made and executed by and between:

The **CITY GOVERNMENT OF ORMOC CITY**, a local government, created under the laws of the Republic of the Philippines, with office address at the New Ormoc City Hall, Aunubing St., Ormoc City, represented in this instance by its City Mayor, **Hon. RICHARD I. GOMEZ, DPA**, hereinafter referred to as the **OWNER**;

-and-

The **BUREAU OF FIRE PROTECTION RO8**, a national agency created and mandated to enforce the Revised Fire Code of the Philippines of 2008 as provided in RA 9514, represented by its Regional Director, **F/SSUPT RENATO B MARCIAL (DSC)**, hereinafter referred to as the **USUFRUCTUARY**.

WITNESSETH:

WHEREAS, list (ii), number (4) Section 17, Chapter 2 of RA No. 7160 mandates the **OWNER** to discharge the functions and responsibilities of national agency and offices devolved to them pursuant to these code and shall support for fire services and facilities;

WHEREAS, the **USUFRUCTUARY**, by virtue of section 5 of Republic Act 9514, authorizes the Chief of the Bureau of Fire Protection to enter into Agreement with other departments, bureaus, agencies, offices and corporation of the government, as well as private institutions, in order to define areas of cooperation, fire safety, fire prevention, fire suppression and other matters of common concerns;

WHEREAS, the **OWNER** owns a parcel of lot, located at Government Center, Aunubing St., Brgy. Cogon, Ormoc City, Province of Leyte with **Transfer Certificate of Title No. 14661-Part** in accordance with the provision of the property registration decree in the name of the **CITY GOVERNMENT OF ORMOC**.

WHEREAS, pursuant to 15th Sangguniang Panlungsod Resolution No. _____, dated _____, the **OWNER** has allocated a parcel of land containing an aggregate area of TWO THOUSAND EIGHT HUNDRED SEVETY FOUR (2,874) square meters of the aforementioned Lot as the site of the Bureau of Fire Protection facility and the actual area where building is erected at the time of the execution of this agreement;

WHEREAS, pursuant to 15th Sangguniang Panlungsod Resolution No. _____, dated _____ of the Sangguniang Panlungsod, the **City Mayor Hon. RICHARD I. GOMEZ or the OIC or Acting City Mayor**, has been authorized to sign, execute and deliver this Deed of Usufruct for and in behalf of the City of Ormoc City;

Approved _____
mutual covenants hereinafter contained, the parties hereby agree to the following terms and conditions:

Drafted by CLO

Not contrary to laws, public policy, moral.

Amendments/Revisions

1. **TERM**- The term of the usufruct shall be for TEN (10) years commencing on the date of the execution of this instrument, renewable at the discretion of the **OWNER**. Possession by the **USUFRUCTUARY** of the facility prior hereto is hereby ratified.

2. **OWNERSHIP** - while the usufruct and/or the beneficial use of the **SITE** is transferred to **USUFRUCTUARY**, the ownership and title of the **SITE** remains

BY: Atty. Josephine A. Mera - City Legal Officer
AUG 26 2020

with and continues to be in the name of the OWNER. Upon the expiration, non-renewal of the contract or by usufructuary's decision to shorten the duration of term by abandonment or in writing, the improvements introduced on the site shall accrue to the OWNER, and thereby the beneficial use of the property shall revert back to the OWNER.

- 3. INTRODUCTION OF INFRASTRUCTURES, FACILITIES AND IMPROVEMENTS. -The USUFRUCTUARY shall construct and maintain proper infrastructures, facilities and improvements within Three (3) years from the date of approval of this usufruct and shall revert back to the Owner if no activity is made; The USUFRUCTUARY shall notify the OWNER of any and all improvements sought to introduce to the property. No improvement shall be introduced or made without the prior written consent of the appropriate representative of the OWNER;
- 4. UTILITIES – The USUFRUCTUARY shall be responsible and liable for the expense incidental and necessary to the property such as water, power, telephone and other utilities attached, connected or related to the use and enjoyment of the property.
- 5. MAINTENANCE OF CLEANLINESS AND PEACE AND ORDER- the OWNER shall maintain the cleanliness and peace and order in the common areas of the SITE while the USUFRUCTUARY shall be responsible for maintaining the cleanliness and peace and order in the area in usufruct.
- 6. OTHERS – USUFRUCTUARY shall not engage in any illegal activity within the area of the property, nor perform any other action that may tend to disrupt the peace and order of the area.

IN WITNESS WHEREOF, the herein parties have set their hands this ____ day of _____ 2019 Ormoc City, Philippines.

CITY GOVERNMENT OF ORMOC CITY
Owner

BUREAU OF FIRE PROTECTION R08
Usufructuary

Represented by:

Represented by:

REVIEWED
RICHARD I. GOMEZ, DPA
City Mayor
City Government of Ormoc

SSUPT. RENATO B MARCIAL, DSC
Regional Director
BFP-Regional Office 8

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public policy, moral.

Ammendments/Revisions

SIGNED IN THE PRESENCE OF:

BY: *Atty. Josephine A. Mejia-Romero*
City Legal Officer
AUG 26 2020

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ORMOC _____)SS

BEFORE ME, this ____ day of _____ 2019, at the City of Ormoc,
personally appeared the following persons, to wit:

Name	CTC Number	Date/Place Issued
RICHARD I. GOMEZ	_____	_____
RENATO B MARCIAL	_____	_____

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 a parcel of land.

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 2020.

REVIEWED

ORMOC CITY LEGAL OFFICE

☐ Approved

☐ Separate Opinion

☐ Drafted by CLO

☒ Not contrary to laws, public policy, moral.

☐ Amendments/Revisions

BY: Atty. Josephine C. Mejia-Romero **AUG 26 2020**
City Legal Officer