

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 AUGUST 03, 2021

PRESENT:

Tomas R. Serafica,

(Temporary Presiding Officer)

SP Member, Presiding Officer "Pro-Tempore"

Benjamin S. Pongos, Jr.,

SP Member, Majority Floor Leader

Roiland H. Villasencio,

SP Member, 1st Asst. Majority Floor Leader

Nolito M. Quilang,

SP Member, 2nd 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 OFFICIAL BUSINESS:

Leo Carmelo L. Locsin, Jr.

(Acting City Mayor)

City Vice Mayor & Presiding Officer

RESOLUTION NO. 2021-216

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ/ OIC CITY
MAYOR/ACTING CITY MAYOR TO ENTER INTO AND
SIGN THE USUFRUCT AGREEMENT FOR AND IN
BEHALF OF THE CITY GOVERNMENT OF ORMOC, AS
THE "OWNER," WITH THE ORMOC PLANTS AND
FLOWERS MULTIPURPOSE COOPERATIVE
(ORPFLOMCO), AS THE "USUFRUCTUARY", FOR THE
USE OF THE MINI FOREST LOCATED IN JOSE
NAVARRO ST., ORMOC CITY.**

WHEREAS, the 15th Sangguniang Panlungsod ng Ormoc was in receipt of an Endorsement Letter dated 7 July 2021 from the Office of the City Mayor requesting for the passage of a Resolution granting the City Mayor or his representative the authority to enter into and sign the Usufruct Agreement (Agreement for brevity) by and between the aforementioned parties for the use of the Mini Forest;

WHEREAS, Section 455 of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, empowers the Local Chief Executive to represent the City x x x and sign in its behalf all x x x contracts, and obligations and such other documents upon authority of the Sangguniang Panlungsod or pursuant to law or ordinance;

WHEREAS, the OWNER is the absolute owner of the real property situated in Jose Navarro St., Ormoc City, Leyte, commonly known as the Mini Forest;

WHEREAS, the USUFRUCTUARY, an accredited civil society organization of the Local Government Unit of Ormoc City as per Sangguniang Panlungsod Resolution No. 2019-062 and duly registered with the Cooperative Development Authority with Registration/Confirmation No. TAC-1575, is a cooperative of plant and flower vendors operating within the Mini Forest but absent any agreement with the OWNER;

WHEREAS, the USUFRUCTUARY and its members suffered through a fire in subject premises that caused damage to property, causing difficulties in relocating, compounded by the economic strain brought by the restrictions and hazards of COVID-19;

WHEREAS, the OWNER has deferred development and use of the Mini Forest owing to shift in priorities brought by the COVID-19 health emergency;

WHEREAS, for and in consideration of liberality and recognizing the difficulties of the USUFRUCTUARY and its members, the OWNER grants unto the latter, full right to the use and enjoyment of the said property that shall be dedicated solely for the sale of plants and flowers, and accessories therefor, by the cooperative and its duly registered members as stated in the attached Agreement, a copy of the said agreement is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, upon the execution of the Agreement, the usufruct over the property and improvements thereon shall remain in full force for a period of ONE (1) year only from the execution of the agreement, unless pre-terminated by the parties;

WHEREAS, both parties share a common vision to ensure and promote socio-economic development among its members through the establishment of a strong linkage with the City Government;

WHEREAS, in a communication dated 22 July 2019 from the City Legal Office it stated therein that it recommends for the issuance of a resolution authorizing the City Mayor to sign the agreement, subject to the submission by the ORPFLOMCO of the Resolution indicating its lawful representative;

WHEREAS, upon close and thorough review, this Sanggunian finds the Usufruct Agreement beneficial to the City and most especially to the cooperative members considering that such provision of a facility will redound to their efficiency and productivity in rendering public service, thus deserving of this favorable action;

NOW THEREFORE, on joint motion of SP Member Roiland H. Villasencio, Chairman, Committee on Public Properties and Benjamin S. Pongos, Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Peter M. Rodriguez, Lalaine A. Marcos, Gregorio G. Yrastorza III, Jasper M. Lucero, Nolito M. Quilang and Vincent L. Rama; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ/ OIC CITY MAYOR / ACTING CITY MAYOR TO ENTER INTO AND SIGN THE USUFRUCT AGREEMENT FOR AND IN BEHALF OF THE CITY GOVERNMENT OF ORMOC, AS THE "OWNER," WITH THE ORMOC PLANTS AND FLOWERS MULTI-PURPOSE COOPERATIVE (ORPFLOMCO), AS THE "USUFRUCTUARY", FOR THE USE OF THE MINI FOREST LOCATED IN JOSE NAVARRO ST., ORMOC CITY;

ADOPTED, August 03, 2021.

Res. No. 2021-216

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 CPDO; the ORPFLOMCO; 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 Pamungsod

ATTESTED:


TOMAS R. SERAFICA
(Temporary Presiding Officer)
SP Member
Presiding Officer "Pro-Tempore"

USUFRUCT AGREEMENT

This USUFRUCT AGREEMENT is entered into by and between:

Local Government Unit of Ormoc City, a political subdivision of the Republic of the Philippines, with principal address at Ormoc City Hall Building, Aunubing St., Barangay Cogon, Ormoc City, Leyte, Philippines, represented by its City Mayor, **HON. RICHARD I. GOMEZ**, hereinafter referred to as "OWNER"

and

Ormoc Plants and Flowers Multi-purpose Cooperative (ORPFLOMCO), a cooperative registered with the Cooperative Development Authority, and the City Government of Ormoc, with principal address at Mini Forest, J. Navarro St., Ormoc City, Leyte, represented by _____ as shown by the ORPFLOMCO Resolution No. _____, hereinafter referred to as "USUFRUCTUARY"

WITNESSETH, that:

WHEREAS, the OWNER is the absolute owner of the real property situated in J. Navarro St., Ormoc City, Leyte, commonly known as the Mini Forest;

WHEREAS, the USUFRUCTUARY, is an accredited civil society organization with the Local Government Unit of Ormoc City as per Sangguniang Panlungsod Resolution No. 2019-062, and is a cooperative of plant and flower vendors operating within the Mini Forest (above-described property) in Ormoc City and;

WHEREAS, the USUFRUCTUARY has occupied the subject property absent any agreement with OWNER;

WHEREAS, the USUFRUCTUARY and its members suffered through a fire in subject premises that caused damage to property, causing difficulties in relocating, compounded by the economic strain brought by the restrictions and hazards of CoVid-19;

WHEREAS, the OWNER has deferred development and use of the Mini Forest owing to shift in priorities brought by the CoVid-19 health emergency;

WHEREAS, the OWNER recognizes the difficulties of the USUFRUCTUARY and its members;

WHEREAS, USUFRUCTUARY, as used in the agreement, shall refer to the cooperative, and its duly registered members as of the execution of this agreement;

NOW THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** hereby agree as follows:

1. Purpose: the portion of land shall be dedicated solely for the sale of plants and flowers, and accessories therefor, by the cooperative and its duly registered members as of the execution of this agreement, to the exclusion of other parties, subject to the inventory of vendors made by the City Administrator's Office, hereto attached as Annex 'A';
2. Term: The term of the usufruct shall be a period of ONE (1) year ONLY, from the execution hereof, unless Parties pre-terminate the same on the following grounds:
 - a. When the USUFRUCTUARY violate/s the agreement, and/or any pertinent law or ordinance governing use of the premises and the undertaking allowed therein;
 - b. When the USUFRUCTUARY uses the subject land contrary to herein stated purpose;
 - c. When the purpose hereof ceases to exist;
 - d. When the City Government will implement use and development of subject property, for any purpose;
3. Rights and Obligations of the Parties:
 - a. USUFRUCTUARY
 - i. The USUFRUCTUARY shall have the right to use and occupy the mini forest for the purpose stated herein and pursuant to the guidelines as will be prescribed by the OWNER;
 - ii. The USUFRUCTUARY shall put up, maintain, and repair, its own structure/improvement, with prior approval of the OWNER, as will serve the purpose of its duties and this agreement; the USUFRUCTUARY shall follow the design on the premises as may be set forth and required by the OWNER;
 - iii. The USUFRUCTUARY shall pay for telephone, electric, cable TV, water, internet, and other public services and utilities during the duration of the usufruct;
 - iv. The USUFRUCTUARY shall not store hazardous and flammable materials within the premises, and shall care for the property and exercise the due diligence of a good father of a family;

- v. The USUFRUCTUARY shall not use, nor permit the use of the mini forest or any part thereof for any illegal or unreasonable purposes;
- vi. The activities of USUFRUCTUARY shall not be in such manner as to disturb the property and other rights of OWNER and the public as to the rest of the property, and shall be in conformity with pertinent laws, rules, and regulations, including, but not limited to, road clearing policy, payment of fees, registration for permits, and sanitation;
- vii. All the members of the USUFRUCTUARY using the premises shall execute, severally, an affidavit of undertaking, terms thereof are attached hereto as Annex 'B,' which terms shall form part of this agreement, and the violation of any of conditions set forth shall be a ground for the erring member's removal from the premises by the USUFRUCTUARY;
- viii. The usufructuary shall have no right to alienate, or dispose, in any manner, of the land subject hereof;
- ix. If whole or any part of the subject premises shall be destroyed or damaged by fire, flood, lightning, typhoon, earthquake, storm, riot or any other unforeseen disabling cause of acts of God, as to render the same during the term substantially unfit for use and occupation of the USUFRUCTUARY, then this contract shall automatically be terminated without compensation by the OWNER;
- x. Within thirty (30) days from the notice to vacate made by the OWNER in writing, or upon the expiration of the term of this agreement, the USUFRUCTUARY shall demolish, remove, and/or clear structure in the premises or cause the demolition, removal, and/or clearing thereof, otherwise, it hereby acknowledges and consents that the OWNER can demolish, remove, and/or clear structure in the premises or cause the demolition, removal, and/or clearing thereof, at the USUFRUCTUARY's expense;
- xi. The consent for use granted herein is non transferrable.

b. OWNER

- i. Exercise the right of ownership over the property under usufruct;

- ii. Remove hazardous or harmful structures at the expense of the USUFRUCTUARY;
- iii. The OWNER can demolish, remove, and/or clear structures in the premises or cause the demolition, removal, and/or clearing thereof should the USUFRUCTUARY fail to do so within thirty days from notice to vacate is made thereto, which demolition, removal, and/or clearing shall be at the expense of USUFRUCTUARY

4. Miscellaneous:

- a. Any dispute arising from this AGREEMENT shall be settled through Mandatory Arbitration, the arbiter/s to be agreed upon by the PARTIES, in accordance with R.A. 876, otherwise known as The Arbitration Law, and other pertinent laws/rules;
- b. If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not in any way be affected thereby;
- c. This Agreement shall only be amended upon written agreement of the Parties;

IN WITNESS WHEREOF, the parties have hereunto set their respective signatures this _____ at Ormoc City, Philippines.

CITY GOVERNMENT OF ORMOC

by:

RICHARD I. GOMEZ
City Mayor

**Ormoc Plants and Flowers Multi-purpose
Cooperative (ORPFLOMCO)**

by:

ARACELI G. LARRAZABAL
Chairperson



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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Ormoc, personally appeared

RICHARD I. GOMEZ

ARACELI G. LARRAZABAL

with above indicated proofs of identity, known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed.

This instrument, consisting of FIVE (5) pages, including the page on which this acknowledgment is written, has been signed by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this _____

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2021.

