

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 MARCH 29, 2022

PRESENT:

Tomas R. Serafica,	SP Member, Presiding Officer "Pro-Tempore"
Roiland H. Villasencio,	SP Member, Majority Floor Leader
Nolito M. Quilang,	SP Member, 1 st Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member, 2 nd Asst. Majority Floor Leader
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:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
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RESOLUTION NO. 2022-083

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR RICHARD I. GOMEZ OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN THE USUFRUCT
AGREEMENT BETWEEN THE LOCAL GOVERNMENT
UNIT OF ORMOC AND THE PHILIPPINE NATIONAL
POLICE MARITIME GROUP RELATIVE TO THE
CONSTRUCTION OF NORTHERN LEYTE MARITIME
POLICE STATION AND OTHER ANCILLARY
STRUCTURES FOR ITS OPERATIONS**

WHEREAS, this Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement dated December 1, 2021 from the Office of the City Mayor, endorsing a request for the issuance of an authority for the City Mayor to enter into and sign the Usufruct Agreement between the Local Government Unit of Ormoc and the Philippine National Police Maritime Group relative to the construction of Northern Leyte Maritime Police Station and other ancillary structures for its operations, a copy of the Usufruct Agreement is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, in an Annotation dated March 25, 2022, the City Legal Office finds nothing legally objectionable in the said Usufruct Agreement and that the same is not contrary to law, morals, public order, or public policy much less detrimental to the best interests of Ormoc City;

WHEREAS, Republic Act 7160, otherwise known as the Local Government Code of 1991, mandates that every local government shall exercise the powers expressly granted, those necessary implied therefrom, as well as powers necessary, appropriate, or incidental for its efficient governance, and those which are essential to the promotion of the general welfare;

WHEREAS, the subject property located at Bagsakan Complex, Brgys. Batuan and Alegria with approximately more or less Five Hundred (500) square meters is presently occupied and possessed by LGU-Ormoc;

WHEREAS, The PNP MG requested to use and occupy a parcel of land preferably in the coastal area for their maritime operations;

WHEREAS, the owner desire to assist the usufructuary in the latter's pursuit of its goal to provide maritime security, by allowing the use of the property on which a maritime police station and other ancillary structures thereto are to be constructed;

WHEREAS, this Sanggunian, after thorough examination of the aforementioned Deed of Usufruct, finds that: the same is not contrary to law, existing contract, public policy, customs and morals; is reasonable and in order; the same is entered into for the best interests of the City; and, finally, that the granting of the authority to enter and sign the Usufruct Agreement, among other lawful purposes, advances maritime law enforcement of the City and henceforth, deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Gregorio G. Yrastorza III, Chairman, Committee on Justice and Peace and Order and SP Member Nolito M. Quilang, Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Roiland H. Villasencio, Jasper M. Lucero, Peter M. Rodriguez, Vincent L. Rama, Esteban V. Laurente and Joan Marbie C. Simbajon; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN THE USUFRUCT AGREEMENT BETWEEN THE LOCAL GOVERNMENT UNIT OF ORMOC AND THE PHILIPPINE NATIONAL POLICE MARITIME GROUP RELATIVE TO THE CONSTRUCTION OF NORTHERN LEYTE MARITIME POLICE STATION AND OTHER ANCILLARY STRUCTURES FOR ITS OPERATIONS;

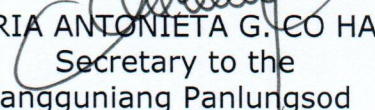
ADOPTED, March 29, 2022.

RESOLVED, FURTHER, that a copy of the final and notarized Usufruct Agreement be submitted to this Sanggunian 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; CPDO; PNP – Maritime Group; Ormoc City PNP; the City Local Government Operations Officer-DILG; and 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
Secretary to the
Sangguniang Panlungsod

ATTESTED:


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

CONTRACT OF USUFRUCT

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF USUFRUCT**, hereinafter referred to as the "Usufruct", is made and executed by and between:

The **Local Government Unit of Ormoc City**, a municipal corporation duly organized and existing by and under the laws of the Republic of the Philippines, with office address at Aunubing St., Brgy. Cogon, Ormoc City, Leyte, represented by its City Mayor, Richard I. Gomez, DPA, herein referred to as "**LGU-Ormoc**";

-and-

The **Philippine National Police Maritime Group**, a government agency created and existing under and by virtue of Republic Act No. 6975, as amended by Republic Act No. 8551, with principal office at Camp BGen Rafael T. Crame, Quezon City, Philippines, represented by Police Brigadier General Rodolfo S. Azurin, Jr., Director, PNP Maritime Group, herein referred to as the "**PNP MG**."

WITNESSETH:

WHEREAS, the LGU-Ormoc occupied and possessed a certain parcel of land located at Bagsakan Complex, Brgy. Batuan and Alegria, Ormoc City now subject property of this Contract of Usufruct, more particularly described in the sketch plan¹ with an area of more or less Five Hundred (500) Square Meters;

WHEREAS, the PNP MG made a letter² request to the LGU-Ormoc to use and occupy a parcel of land preferably in the coastal area for the construction of Northern Leyte Maritime Police Station and such other structures necessary for its operations;

WHEREAS, the LGU-Ormoc by an act of liberality and generosity, is amenable to grant PNP MG the right to use of the above-mentioned property taking into consideration the noble cause of the latter;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions herein contained, the LGU-Ormoc and PNP MG do hereby mutually agreed, as it is hereby agreed, that the former shall grant the latter the right to use the abovementioned property and the latter accepts said grant subject to the following terms and conditions, to wit:

1. The property subject of this usufruct shall be that owned by the city, as described in the first whereas clause, for an area of approximately five hundred (500) square meters, more or less.
2. **TERM.** The term of usufruct is for twenty-five (25) years commencing from signing of this Usufruct. Should the PNP MG manifest its intention to renew the Contract of Usufruct, it shall notify the LGU-Ormoc at least thirty (30) days prior to the expiration of the said contract.
3. **RIGHTS NOT TRANSFERABLE; PEACEFUL POSSESSION.** The PNP MG 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

¹ Annex A

² Annex B

and non-proliferation of illegal squatters within the vicinity of the subject property during the effectivity of this Contract of Usufruct.

4. **USE OF PROPERTY; MAINTENANCE AND CARE, FACILITIES, UTILITIES, ETC.** The PNP MG shall exercise due diligence to preserve and protect the property. The PNP MG may use the land or make any improvement on the subject property at its own account, and shall be responsible for the upkeep and the maintenance and care of said property, keeping it in a clean, sanitary and non-hazardous condition. Any installation of facilities such as telephone, water, electricity, etc. shall be for the account and expense of the PNP MG. It is understood, however that (i) the ownership of the lot/land remains with the LGU-Ormoc and (2) all building/s and any alterations, improvements or additions on the lot/land shall become the property of the LGU-Ormoc at the end of the term or end of its renewal.
5. **POSSESSION AND COMMENCEMENT OF CONSTRUCTION.** The PNP MG shall take possession of the above-described property within one (1) year from the signing hereof and shall undertake the construction of Northern Leyte Maritime Police Station and other facilities within two (2) years from the execution of this Usufruct. Violation of this provision automatically operates to terminate this Contract of Usufruct without further notice and liability from LGU-Ormoc.
6. **TERMINATION.** At the termination of the term of this usufruct, or upon cancellation of the Usufruct, subject however to Section 1 hereof and the next preceding section, the PNP MG shall voluntarily surrender possession and return or vacate the property to the LGU-Ormoc without need of demand.
7. **REMEDIAL MEASURE.** In case of violation or infringement of any of the foregoing terms and conditions, the LGU-Ormoc reserves the right terminate this Contract of Usufruct immediately and the PNP MG agrees to vacate forthwith the premises without need of court proceeding.
8. 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 have hereunto set their hands this ____ day of _____, 2021 at Ormoc City, Leyte, Philippines.

PNP MARITIME GROUP

By:

PBGEN RODOLFO S. AZURIN, JR.

CITY GOVERNMENT OF ORMOC

By:

RICHARD I. GOMEZ, DPA

SIGNED IN THE PRESENCE OF:

PMAJ GLENN MICHAEL B. AMOYEN
Station Chief

VINCENT L. EMNAS
City Administrator Ormoc City



REPUBLIC OF THE PHILIPPINES)
CITY OF ORMOC)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, this _____, personally appeared the following:

Name	Gov't Issued ID	Date Issued
1. PBGEN RODOLFO S. AZURIN, JR.		
2. RICHARD I. GOMEZ, DPA		

This instrument, consisting of 3 pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year and place above written.

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

