

#### Republic of the Philippines Province of Cavite CITY OF BACOOR





#### COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

#### COMMITTEE REPORT

NO. HLUUD 104 S-2025



Subject: A RESOLUTION AUTHORIZING MAYOR STRIKE B, REVILLA TO SIGN A DEED OF USUFRUCT BETWEEN THE CITY GOVERNMENT AND VARIOUS NATIONAL GOVERNMENT AGENCIES FOR THE UTILIZATION OF THE TALABA-BACOOR DISASTER RISK REDUCTION MANAGEMENT OFFICE (BDRRMO) (PCR 776-2025 dated 03 March 2025)

Acting on the proposed resolution authorizing City Mayor to sign a Deed of Usufruct with various National Government Agencies was discussed during the 131# Regular Session on 10 March 2025. It was initially referred to the Committee on Housing. Land Utilization, and Urban Development, chaired by Hon. Alde Joselito F. Pagulayan. during the 130th Regular Session on 03 March 2025.

#### FINDINGS:

On 25 February 2025, the Office of the City Mayor requested the Sangguniang Panlungsod to pass a resolution authorizing Mayor Strike B. Revilla to sign a Deed of Usufruct with various National Government Agencies for the use of the Talaba-Bacoor Disaster Risk Reduction Management Office (BDRRMO).

The City Government of Bacoor will provide fully equipped office spaces within the BDRRMO to support the operations of key agencies, including the:

- Philippine Marines
- Philippine Navy
- Philippine Army
- Philippine Coast Guard
- Military Reservists

These offices will enhance disaster preparedness, emergency response coordination, and public accessibility to essential services.

PCR 776-2025 DEED OF USUFRUCT WITH NATIONAL GOVERNMENT AGENCIES



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Cert no 24/181809



#### Republic of the Philippines Province of Cavite

#### CITY OF BACOOR







#### RECOMMENDATION:

After careful evaluation, the Committee recommends the APPROVAL of the resolution. The Deed of Usufruct will allow National Government Agencies to utilize the BDRRMO facility, ensuring: 1. Improved disaster response and coordination, 2. Efficient management of emergency operations, and 3. Enhanced accessibility of services for Bacooreños,

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 10th day of March 2025 at the City of Bacoor, Cavite.

Committee on Housing, Land Utilization and Urban Development

COUN. ALDE JOSELITO F. PAGULAYAN

COUN. ADRIENTO G. GAWARAN

Vice Chairman

COUN. SIMPLICIO G. DOMINGUEZ

Member

COUN. ALEJANDRO F. GOTIERRE

Member



#### Republic of the Philippines Province of Cavite







## COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT



### EXCERPT FROM THE MINUTES OF THE 131ST REGULAR SESSION

NO. HLUUD 104 S-2025

Subject: A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A DEED OF USUFRUCT BETWEEN THE CITY GOVERNMENT AND VARIOUS NATIONAL GOVERNMENT AGENCIES FOR THE UTILIZATION OF THE TALABABACOOR DISASTER RISK REDUCTION MANAGEMENT OFFICE (BDRRMO) (PCR 776-2025 dated 03 March 2025)

The Presiding Officer, Hon. Rowena Bautista-Mendiola presided over the 131st Regular Session of the 5th Sangguniang Panlungsod on 10 March 2025. During the session, Hon. Adrielito G. Gawaran, Vice Chairperson of the Committee on Housing, Land Utilization, and Urban Development, moved for the approval of the resolution. The Deed of Usufruct will allow National Government Agencies to utilize the Talaba-Bacoor Disaster Risk Reduction Management Office (BDRRMO) facility, ensuring: 1. Improved disaster response and coordination, 2. Efficient management of emergency operations, and 3. Enhanced accessibility of services for Bacooreños,

The motion was unanimously seconded by the Council members. With no objections, the Chair declared the resolution APPROVED.

Prepared By:

PETER ADRIAN F. BORJA Local Legislative Staff I Attested By:

COUN. ALDE JOSELITO F. PAGULAYAN

Chairman

Committee on Housing, Land Utilization and Urban Development

EXCERPT FROM THE MINUTES OF THE 131<sup>ST</sup> REGULAR SESSION NO. HILUUD 104 S-2025 PCR 776-2025 DEED OF USUFRUCT WITH NATIONAL GOVERNMENT AGENCIES

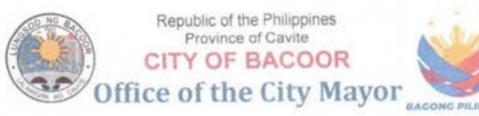
Page 1













24 February 2025

#### HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor, City of Bacoor Bacoor Government Center Bacoor City, Cavite SANGOUNIANG PANLUNGSOD
RECEIVED
BYRUTH INE
DATE: 2125/24 TIME 1:15

THRU:

Atty. Khalid Atega, Jr.

Sanggunian Panlungsod Secretary

SUBJECT:

Request for Authority to Enter into and Sign the Deed of Usufruct between the City Government of Bacoor and other National Agencies of the Government, i.e., (i) Maritime, (ii) Philippine Army, (iii) Coast Guard, and

(iv) Reservist

Dear Hon, Sarino-Evaristo:

Greetings!

The City Government of Bacoor has expressed willingness to provide the Usufructuaries, i.e. Maritime, Philippine Army, Coast Guard, and Reservist, with office spaces, fully equipped with furniture, equipment, and other materials needed to support, manage, and operate the utilization of the Talaba-Bacoor Disaster Risk Reduction Management (BDRRM) Office as a facility accommodating and housing the aforementioned respective office for the effective administration of its functions to make its easily accessible to all Bacooreños.

A copy of the draft Deed of Usufruct (DOU) was attached for your reference, subject for the completion of specific information or details of the proposed site, including that of the Usufructuaries.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will grant me the authority to enter into and sign the Deed of Usufruct of the above-mentioned national agencies.

Thank you very much.





Respectfully yours,

STRIKE B. REVILLA





Address Bacoor Government Center, Baccor Bird., Brgy Bayanan, City of Baccor, Cavite Trunkline, 434-1111 Websile, www.baccor.gov.ph





Cert. to 24/181609.







#### OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT LETTER NO. 135, Series of 2025

TO

HON, STRIKE B. REVILLA

City Mayor

Office of the City Mayor

STHAN LATERS OF 2/24/25

SUBJECT :

FOR APPROVAL AND SUBSEQUENT ENDORSEMENT TO THE

SANGGUNIANG PANLUNGSOD

Pertaining to the Proposed Deed of Usufruct Draft among the City Government of Bacoor and other National Government Agencies for the Utilization of the Talaba - Bacoor Disaster Risk Reduction

Management Office (BDRRMO)

DATE

24 FEBRUARY 2025

We are respectfully endorsing to your good office a copy of the proposed DEED OF USUFRUCT (DOU) draft among the City Government of Bacoor, Cavite and other National Government Agencies, i.e., (i) Maritime, (ii) Philippine Army, (iii) Coast Guard, and (iv) Reservist pertaining to the utilization of the Talaba Bacoor Disaster Risk Reduction Management (BDRRM) Office as a facility accommodating and housing their respective office, equipment, materials and others supplies.

On 17 February 2025, the OCLS has accomplished the draft and issued an Endorsement letter No. 114, Series of 2025<sup>1</sup> requesting for the specific details to this particular proposal. Currently, we have not received any information needed to supply the Deed of Usufruct.

For your convenience, this Office likewise provided a draft endorsement to the Sangguniang Panlungsod for the grant of authority to sign the DOU. In line with this, we hereby formally transmit to your good office a copy of the said draft subject for the completion of information of the proposed site, including that of the Usufructuaries for your review and, if found sufficient, for further endorsement to the Sangguniang Panlungsod, for its appropriate action.

Thank you very much.

Respectfully yours.

ATTY. KIM NYCA R. LOFRANCO City Legal Officer

Copy of Endorsement Letter No. 11 Series of 2025 is attached herein and marked as Annex "A"











#### Republic of the Philippines Province of Cavite CITY OF BACOOR





OUSE RETURN

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## OFFICE OF THE CITY LEGAL SERVICE

## ENDORSEMENT LETTER No. 114, Series of 2025

TO

Atty. AIMEE TORREFRANCA-NERI

City Administrator

City Administrator's Office

Mr. RICHARD T. QUION

City Government Department Head

Bacoor Disaster Risk Reduction and Management Office

Engr. JICKYD. JUTBA

City Engineer

City Engineering Office

CITY OF BACOON OFFICE OF THE CITY ENGINEER

RECEIVED

SUBJECT :

FOR YOUR FURTHER INSTRUCTIONS OF INLES

Pertaining to the proposed Deed of Usuffuct for the Utilization of the Talaba Bacoor Disaster Risk Reduction Management Office

OFFICE OF THE CITY ADMINISTRATOR

DATE

:

17 February 2025

421-4700 LOGAL 212

RECEIVED BY.

0990 REFERENCE STA Bula TIME:

We are respectfully endorsing to your good office the proposed DEED OF USUFRUCT draft between the City Government of Baccor and other national agencies of the government, i.e. (i) Maritime, (ii) Philippine Army, (iii) Coast Guard, and (iv) Reservist (as "Usufructuaries"), pertaining to the utilization of the Talaba -Bacoor Disaster Risk Reduction Management (BDRRM) Office as a facility accommodating and housing their respective office, equipment, materials, and other supplied.

Currently, we have not received any specific information or details pertaining to this particular proposal. Hence, we are requesting that the following information be provided to our Office:

- 1. The complete details of the Usufructuaries, i.e., complete full name, address, name and position or designation of their respective signatory and witness, among others;
- The specific purpose to which the facility will be utilized;





Cert. no. 24/18/1609



# Republic of the Philippines Province of Cavite CITY OF BACOOR





## OFFICE OF THE CITY LEGAL SERVICE

- The location, complete address, lot or floor area of the Talaba BDRRM Office to be utilized as the facility, copy of the Transfer Certificate of Title and Tax Declaration, among others; and
- Other necessary details or information needed in the execution of the proposed DOU.

Lastly, should you have any questions about the foregoing, please feel free to let us know.

Thank you for your usual support and Godspeed

RESPECTFULLY.

Atty. KIM NYCA R. LOFRANCO City Legal Officer Office of the City Legal Service

H





Oert. no. 21/181609

#### DEED OF USUFRUCT

	UE	ED OF	USULKU	0.0	
KNOW ALL	MEN BY THESE P	RESENT	S:		
This day of		JCT (the scrive Dat	"DEED") is e") at the Ci	made and entered ty of Bacoor, Provin	into this oce of Cavite,
by and below	redit.				
	government unit of the Republic of the at Baccor Govern Bayanan, Baccor by its City Mayor, authority confern	luly organ e Philippin ment Ge City, Pro- Hon, ST ed and ceries of or dated	ized and ex nes, with its nter, Bacoo vince of Cav RIKE B. RE embodied in	F BACOOR, a ki isting under the law principal office addir r Boulevard, Baran ite, represented he VILLA, pursuant to a City Resolution approved by the and hereins	s of ess gay rein his No. City
			and		
					duly
	organized and ex Philippines, wi	dsting un th its	principal represen	of the Republic of office address	f the at its
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		WITH	ESSETH:		
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the "Local unit shall incidental	Government Code exercise the power for its efficient and eal welfare;"	of the Ph	lippines' str	those necessary.	appropriate, or
and hous functions	HEREAS, the USUF ing the and one that is e ant units and province	easily acc	for t	he effective admir	ilstration or its
					Puge 1 of 6
		De	ed of Usufruct	between the City Gove	

USUFRUCTUARY is hereby given use the SITE, solely for therein and not for any other purp intends to use it for any other purp of LGU BACOOR must be secure.  III. USE AND ENJOYMENT.  A. The LGU BACOOR shall a occupancy of the USUFRUCTUARY is free from any liens and endors.	for the benefit of its ling the constituents of the City of old the above-stated offer of LGU of the above-stated offer of the above-stated offer of LGU of the above-stated offer of LGU of the above-stated offer of
USUFRUCTUARY with office spaces, equipment free of charge, to manage and operate the employees, clients, and the general public, inclusions and the general public, inclusion to promote accessible, adequate, free among the residents of the City of Baccor. Programment units and provinces;  WHEREAS, in utmost appreciation and supporting the noble mandate of the accepts this DEED with the conditions prescribe accessible assistance to Baccor constituents and NOW, THEREFORE, for and in consider LGU BACCOR and USUFRUCTUARY do here!  1. SUBJECT. The Parties shall building, it is consisting of softhe USUFRUCTUARY.  II. TERM: The term of the DEED site of the USUFRUCTUARY.  III. TERM: The term of the DEED site of the USUFRUCTUARY.  III. TERM: The term of the DEED site of the USUFRUCTUARY.  III. TERM: The term of the DEED site of the USUFRUCTUARY.  III. TERM: The term of the DEED site of the USUFRUCTUARY is hereby given use the SITE, solely for the use it for any other purpor LGU BACCOR must be secured.  III. USE AND ENJOYMENT.  A. The LGU BACCOR shall is occupancy of the USUFRUCTUARY is free from any liens and endors the control of the USUFRUCTUARY.	for the benefit of its ling the constituents of the City of old the above-stated offer of LGU of the above-stated offer of the a
WHEREAS, the LGU BACOOR and U vision to promote accessible, adequate, free among the residents of the City of Bacoor, Pro- government units and provinces;  WHEREAS, in utmost appreciation and supporting the noble mandate of the accepts this DEED with the conditions prescribe accessible assistance to Bacoor constituents an  NOW, THEREFORE, for and in consider LGU BACOOR and USUFRUCTUARY do here!  I. SUBJECT. The Parties shall Building, I consisting of of the USUFRUCTUARY.  II. TERM: The term of the DEED at USUFRUCTUARY is hereby given use the SITE, solely for therein and not for any other pur intends to use it for any other pur of LGU BACOOR must be secure  III. USE AND ENJOYMENT.  A. The LGU BACOOR shall is occupancy of the USUFRUCTUARY is free from any liens and en	UFRUCTUARY share a common and efficient
vision to promote accessible, adequate, free among the residents of the City of Bacoor, Progovernment units and provinces;  WHEREAS, in utmost appreciation and supporting the noble mandate of the	gratefulness for the generosity in the USUFRUCTUARY hereby herein and commits to advocating its clients in general; tion of the foregoing premises, the agree:
supporting the noble mandate of the accepts this DEED with the conditions prescribe accessible assistance to Bacoor constituents an NOW, THEREFORE, for and in consider LGU BACOOR and USUFRUCTUARY do here!  I. SUBJECT. The Parties shall Building, I consisting of	the described to advocating its clients in general; tion of the foregoing premises, the agree:
I. SUBJECT. The Parties shall Building, I consisting of	agree:
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II. TERM: The term of the DEED at () years, renewable solely at a USUFRUCTUARY is hereby given use the SITE, solely for therein and not for any other purp of LGU BACOOR must be secure.  III. USE AND ENJOYMENT.  A. The LGU BACOOR shall a occupancy of the USUFRUC is free from any liens and endors.	
USE AND ENJOYMENT.  A. The LGU BACOOR shall is free from any liens and en	are meters (the "SITE"), for the uso
A. The LGU BACOOR shall a occupancy of the USUFRUG is free from any liens and en	the right and privilege to exclusively to be established ose. Should the USUFRUCTUARY se, the written consent and approval
is free from any liens and er	
B. The LGU BACOOR shall to	cure the peaceful and continuous (UARY, and warrants that the SITE jumbrances;
conditioning system, and int	rn over the in a finished proper ventilation, lighting, a
nacessary for the daily of	met connection.
	rnet connection.  provide additional office equipment erations of the USUFRUCTUARY orkstations, computers, and printers
Deed of Usu	provide additional office equipment provide additional office equipment pretions of the USUFRUCTUARY

	D.	THE LGU BACOOR shall bear the expenses for utilities incurred by the USUFRUCTUARY, including electricity, water, and internet.
	E.	The USUFRUCTUARY shall ensure that the SITE is used exclusively as office space to administer the mandate of and for no other purposes.
	F.	The USUFRUCTUARY shall ensure that the office is manned by employees during operating hours from to attend to all the concerns and needs of its clients.
	G.	The USUFRUCTUARY shall not sublease, assign, or transfer its rights under this agreement to any third party without the prior written consent of the LGU BACOOR.
	Н.	Utilities shall be on the account of the
IV.	cor	CURITY AND MAINTENANCE. The USUFRUCTUARY shall intain the premises in a clean, orderly, and professional manner inductive to conducting office operations. The LGU BACOOR shall evide security and janitorial services for the office spaces occupied by PAO Regional Office.
V.	of ye us to us	PROVEMENTS. The USUFRUCTUARY, upon coordination with the SU BACOOR, may introduce other structures, facilities, and/or provements that may be necessary for the proper and beneficial use the The term of the usufruct shall be for a period of TWENTY (25) ars. renewable solely at the option of LGU BACOOR. The SUFRUCTUARY is hereby given the right and privilege to exclusively se the SITE, solely for the New Sub Station of Bacoor City Fire Station be established therein and not for any other purpose. Should the SUFRUCTUARY intends to use it for any other purpose, the written onsent and approval of LGU BACOOR must be secured, consistent the intention and purpose of this DEED.
٧	th w th	EPAIRS. The USUFRUCTUARY shall undertake ordinary repairs on the improvements introduced to the SITE by the LGU BACOOR due to the ear and tear. The USUFRUCTUARY shall secure prior authority from the LGU BACOOR before it undertakes the ordinary repairs on the SITE, such as, but not limited to, repairing damaged floor tiles, damaged tellings, and windows and doors.
٧	ti o in	POSSESSION AND OWNERSHIP. The USUFRUCTUARY is granted the beneficial use of the SITE, while the LGU BACOOR shall retain the experiments between the experiment of this DEED, any movable improvements shall be removed by the USUFRUCTUARY within a easonable period of time, and all immovable improvements, which cannot be removed without damage to the SITE, shall accrue to the benefit of the LGU BACOOR.
		Page 3 of 6
		Deed of Usufruct between the City Government of Bacoor

and\_

#### VIII. MISCELLANEOUS PROVISIONS.

- ENTIRE AGREEMENT AND INTEGRATION. This DEED constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this DEED. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this DEED.
- AUTHORITY. Each Party represents and warrants on its own behalf that the individual signing this DEED on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
- GOOD FAITH. In complying with and implementing the terms of this DEED, the Parties shall exercise good faith and cooperation to fulfill their common objective.
- NON-EXCLUSIVITY. Both Parties agree that nothing in this DEED shall, in any way, preclude other entities of similar business establishments from entering into an agreement with the other Party that offers similar or analogous services.
- ASSIGNMENT, The USUFRUCTUARY is strictly prohibited from assigning this DEED, as well as the performance of any obligation or undertaking made harein, to any third party without obtaining the prior written consent of the LGU BACOOR. The USUFRUCTUARY cannot assign this DEED without the written consent of the LGU BACOOR to any successor by way of any merger, consolidation, or other corporate reorganization of such Party, or sale of all or substantially all of the assets of the USUFRUCTUARY, provided that such successor assumes, or is otherwise fully bound by all of the obligations of the USUFRUCTUARY under this DEED. No assignment, with or without such consent, will relieve either Party from its obligations under this DEED.
- BINDING EFFECT. The covenants and conditions contained in this DEED shall apply to and bind the Parties, as well as their successors and permitted assigns.
- GOVERNING LAW and VENUE OF SUITS. This DEED shall be governed by the laws of the Republic of the Philippines, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this DEED shall be subject to the exclusive jurisdiction of the courts of Baccoor City to the exclusion of all other vanues.
- CUMULATIVE RIGHTS. The Parties' rights under this DEED are cumulative and shall not be construed as exclusive of each other unless otherwise provided by law.
- WAIVER. The failure of either Party to enforce any provisions of this DEED shall not be deemed a warver or limitation of that Party's right to subsequently enforce and compel strict Page 4 of 6

Deed of Usufruct between the City Gavernment of Bacoor and

compliance with every provision of this DEED

- J. HEADINGS. The titles to the provisions in this DEED are for convenience or reference only and shall not in any way affect the interpretation thereof.
- K. SEVERABILITY. If any part or parts of this DEED shall be held unenforceable for any reason, the remainder of this MOA shall continue in full force and effect. If any provision of this DEED is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- L. AMENDMENTS. This DEED shall not be altered, changed, supplianted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this DEED shall be deemed valid and binding upon contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this DEED. This DEED shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this DEED, all previous verbal and/or written arrangements about the subject of this DEED shall be considered null and void.
- M. NOTICE. Except as may be otherwise specifically provided in this DEED, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this DEED, or at such other addresses as may be subsequently specified by written notice.
- N. COUNTERPARTS SIGNING. This DEED may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

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CITY GOVERNMENT	100
OF BACOOR	Ed Bur
By:	By:
37-	500
HON. STRIKE B. REVILLA City Mayor	<position designation<="" td="" title=""></position>
City Resolution No.	
Series of 2025	Page

Signed in the presence of:

Atty. AIMEE TORREFRANCA-NERI City Administrator City Administrator's Office

<Position Title/Designation>

#### ACKNOWLEDGMENT

KAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
nis instrument, consisti cknowledgement is wri	ng of () peges, itten, has been signed on the	including the page on which he left margin of each and e- witnesses, and sealed with

Page 6 of 5
Deed of Usufruct between the City Government of Bocoor
and