



Republic of the Philippines  
Province of Cavite  
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I  
HON. CATHERINE SARINO-EVARISTO  
City Councilor

HON. MICHAEL E. SOLIS  
City Councilor

HON. ADRIELITO G. GAWARAN  
City Councilor

HON. RAMON N. BAUTISTA  
City Councilor

HON. ALEJANDRO F. GUTIERREZ  
City Councilor

HON. LEVY M. TELA  
City Councilor

DISTRICT II  
HON. ROBERTO L. ADVINCULA  
City Councilor

HON. REYNALDO D. PALABRICA  
City Councilor

HON. REYNALDO M. FABIAN  
City Councilor

HON. ROGELIO M. NOLASCO  
City Councilor

ON LEAVE  
HON. ALDE JOSELITO F. PAGULAYAN  
City Councilor

HON. SIMPLICIO G. DOMINGUEZ  
City Councilor

HON. RANDY C. FRANCISCO  
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO  
SK Federation President

Attested by:  
ATTY. KHALID A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

Certified by:  
HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor

Noted by:  
HON. STRIKE B. REVILLA  
City Mayor



CITY RESOLUTION NO. 2025-678  
Series of 2025

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- BACOR DISASTER RISK REDUCTION MANAGEMENT OFFICE (BDRRMO).

Sponsored by:

Hon. Adrielito G. Gawaran

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Randy C. Francisco, Hon. Reynaldo M. Fabian, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis, and Hon. Levy M. Tela.

WHEREAS, on 25 February 2025, the Office of the City Mayor sent a letter requesting the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to sign a Deed of Usufruct on behalf of the City Government of Bacoor with other National Agencies of the Government for the utilization of the Talaba- Bacoor Disaster Risk Reduction Management Office (BDRRMO).

WHEREAS, the City Government of Bacoor expresses its willingness to provide the Usufructuaries such as the Philippine Marines, the Philippine Navy, Philippine Army, Coast Guard and military reservists 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 Office as a facility accommodating and housing for effective administration and accessible to Bacooreños.

WHEREAS, a draft Deed of Usufruct was submitted by the Office of the City Mayor to the Sangguniang Panlungsod for review and consideration. The proposed DOU is incorporated hereto and will be made an integral part of this Resolution as Annex "A".

NOW THEREFORE, upon motion of Hon. Adrielito G. Gawaran unanimously seconded by the rest of the city council in regular session duly assembled **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5<sup>th</sup> Sangguniang Panlungsod of Bacoor, Province of Cavite to authorize the



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Sangguniang Panlungsod Secretary

Certified by:  
HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor

Noted by:  
HON. STRIKE B. REVILLA  
City Mayor

City Mayor, Hon. Strike B. Revilla, to sign a said Deed of Usufruct on behalf of the City Government of Bacoor with various national agencies of the government.


**RESOLVED LASTLY**, to furnish the Office of the City Mayor, the BDRRMO, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and all concerned government offices with copies of this resolution.

**APPROVED** this 10<sup>th</sup> day of March 2025 at the City of Bacoor, Cavite during the regular session of the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution was duly passed in accordance with law and that its contents are true and correct.

Certified:  
  
HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor/ Presiding Officer

Attested:  
  
ATTY. KHALID A. ATEGA, JR.  
Sangguniang Panlungsod Secretary

Noted :  
  
HON. STRIKE B. REVILLA  
City Mayor



**DEED OF USUFRUCT**

KNOW ALL MEN BY THESE PRESENTS,

This DEED OF USUFRUCT (the "DEED") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The CITY GOVERNMENT OF BACORR, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacorr Government Center, Bacorr (Municipality), Barangay Bayanin, Bacorr City, Province of Cavite, represented herein by its City Mayor, Hon. STRIKE B. REVILLA, pursuant to his authority conferred and embodied in City Resolution No. \_\_\_\_\_ Series of \_\_\_\_\_, approved by the City Council of Bacorr dated \_\_\_\_\_ and hereinafter referred to as "LCU BACORR";

and

\_\_\_\_\_ a \_\_\_\_\_ duly organized and existing under the laws of the Republic of the Philippines with its principal office address at \_\_\_\_\_ represented herein by its \_\_\_\_\_ and hereinafter referred to as the "USUFRUCTUARY";

The term "Party" shall mean either LCU BACORR or USUFRUCTUARY as applicable, while the term "Parties" shall mean LCU BACORR and USUFRUCTUARY collectively.

**WITNESSETH:**

WHEREAS, Section 11, Article II of the 1987 Philippine Constitution provides that it is a well-entrenched constitutional principle that "the maintenance of peace and order, the protection of life, liberty and property, and the promotion of the general welfare, are essential for the enjoyment by all the people of the blessings of democracy";

WHEREAS, Section 15, Chapter II, Title I of Republic Act (R.A.) No. 7160 or the "Local Government Code of the Philippines" states that "Every local government unit shall exercise the powers expressly granted, those necessarily, appropriate, or incidental for its efficient and effective governance, and those which are essential for the general welfare";

WHEREAS, the USUFRUCTUARY needs facilities capable of accommodating and housing the \_\_\_\_\_ for the effective administration of its functions and one that is easily accessible to all Bacorranos and other local government units and provinces;

WHEREAS, the LSU BACCOR has existing office spaces at the \_\_\_\_\_ located at \_\_\_\_\_ which can be used to house \_\_\_\_\_;

WHEREAS, the LSU BACCOR has expressed willingness to provide the USUFRUCTUARY with office spaces, equipment, furniture, and support personnel free of charge, to manage and operate the \_\_\_\_\_ for the benefit of its employees, clients, and the general public, including the constituents of the City of Baton Rouge;

WHEREAS, the USUFRUCTUARY accepts the space made offer of LSU BACCOR with gratitude and deep appreciation;

WHEREAS, the LSU BACCOR and USUFRUCTUARY desire a coordinated vision to provide accessible, adequate, free and efficient \_\_\_\_\_ among the residents of the City of Baton Rouge, Province of Acadia, and all nearby local governmental, public, and private;

WHEREAS, in utmost appreciation and gratefulness for the generosity in supporting the noble interests of the \_\_\_\_\_, the USUFRUCTUARY hereby accepts this DEED with the conditions prescribed herein and commits to rendering accessible assistance to Baton Rouge constituents and is obliged to provide:

NOW, THEREFORE, for and in consideration of the foregoing premises, the LSU BACCOR and USUFRUCTUARY do hereby agree:

I. **SUBJECT** The Parties shall provide \_\_\_\_\_ of the \_\_\_\_\_ (Building located at \_\_\_\_\_) consisting of \_\_\_\_\_ square meters (DEED) for the use of the USUFRUCTUARY.

II. **TERM** The term of the DEED shall be for a period of \_\_\_\_\_ years, renewable solely at the option of the LSU BACCOR. The USUFRUCTUARY is hereby given the right and privilege to exclusively use the DEED, solely for \_\_\_\_\_ in an established locale and not for any other purpose. Should the USUFRUCTUARY intend to use it for any other purpose, the written consent and approval of LSU BACCOR must be secured.

III. **USE AND ENJOYMENT**

A. The LSU BACCOR shall secure the physical and continuous occupancy of the USUFRUCTUARY, and warrant that the DEED is free from any liens and encumbrances.

B. The LSU BACCOR shall turn over the \_\_\_\_\_ in a fit and ready condition, equipped with proper ventilation, lighting, air conditioning system, and internet connection.

C. THE LSU BACCOR shall provide additional office equipment necessary for the daily operations of the USUFRUCTUARY, including but not limited to workstations, computers, and printers.

- D. THE LGU BACODR 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 mandates of \_\_\_\_\_ and for no other purposes.
- F. The USUFRUCTUARY shall ensure that the office is manned by \_\_\_\_\_ employees during opening hours from \_\_\_\_\_ to \_\_\_\_\_ to attend to all inquiries 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 BACODR.
- H. Utilities shall be on the account of the \_\_\_\_\_.

IV. **SECURITY AND MAINTENANCE.** The USUFRUCTUARY shall maintain the premises in a clean, orderly, and professional manner conducive to conducting office operations. The LGU BACODR shall provide security and janitorial services for the office spaces occupied by the PAD Regional Office.

V. **IMPROVEMENTS.** The USUFRUCTUARY, upon coordination with the LGU BACODR, may introduce other structures, facilities, and/or improvements that may be necessary for the proper and beneficial use of the Site. The term of the usufruct shall be for a period of TWENTY (20) years, renewable solely at the option of LGU BACODR. The USUFRUCTUARY is hereby given the right and privilege to exclusively use the SITE, solely for the New Sub Station of Bacoor City Fire Station to be established thereon and not for any other purpose. Should the USUFRUCTUARY intend to use it for any other purpose, the written consent and approval of LGU BACODR must be secured, consistent with the intention and purpose of this DEED.

VI. **REPAIRS.** The USUFRUCTUARY shall undertake ordinary repairs on the improvements introduced to the SITE by the LGU BACODR due to wear and tear. The USUFRUCTUARY shall secure prior authority from the LGU BACODR before it undertakes the ordinary repairs on the SITE, such as, but not limited to, repairing damaged floor tiles, damaged ceilings, and windows and doors.

VII. **POSSESSION AND OWNERSHIP.** The USUFRUCTUARY is granted the beneficial use of the SITE, while the LGU BACODR shall retain the ownership thereof. Upon expiration of this DEED, any movable improvements shall be removed by the USUFRUCTUARY within a reasonable period of time, and all immovable improvements, which cannot be removed without damage to the SITE, shall accrue to the benefit of the LGU BACODR.

## VIII. MISCELLANEOUS PROVISIONS.

- A. **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.
- B. **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.
- C. **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.
- D. **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.
- E. **ASSIGNMENT.** The USUFRUCTUARY is strictly prohibited from assigning this DEED, as well as the performance of any obligation or undertaking hereon, to any third party without obtaining the prior written consent of the LGU BACODOR. The USUFRUCTUARY cannot assign this DEED without the written consent of the LGU BACODOR 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.
- F. **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.
- G. **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 Quezon City to the exclusion of all other venues.
- H. **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.
- I. **WAIVER.** The failure of either Party to enforce any provisions of this DEED shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict

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 declared 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, amended, or modified 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 contracting 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 contracting 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.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_\_.

CITY GOVERNMENT  
OF BAGOOR

By \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

HON. STRIKE D. BEVILLA  
City Mayor  
City Resolution No. \_\_\_\_\_  
Series of 2025

\_\_\_\_\_  
-Position Title/Designation-

Signed in the presence of:

Atty. ANNE TORRES-RANCA-HERN  
City Administrator  
City Administrator's Office

Position Title/Designation:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES;  
CITY OF BACOR, DAVAO S.S.

BEFORE ME, a Notary Public, this \_\_\_ day of \_\_\_\_\_, 2025, personally appeared the following:

NAME	Competent proof of Identity Number	Date and Place Issued
ESTERRO G. REVILLA		

This agreement, consisting of \_\_\_\_\_ (\_\_\_\_\_) 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 certified 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 2025

Notary Public  
Dept. of Education Division Office - City Administrator's Office  
and \_\_\_\_\_