

HON. CATHERINE SARINO-EVARISTO City Councilor

ABSENT HON. MICHAEL E. SOLIS City Councilor

HON, ADRIELITO G. GAWARAN

HON. RAMON N. BALITISTA City Councilor

HON. ALEJANDRO F. GUTIERREZ

HON. LEVY M. TELA City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA City Councilor

HON. BEYNALDO D. PALABRICA

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HON. REYNALDO M. FABIAN City Councilor

HON. ROGELIO M. NOLASCO

HON. ALDE JOSELITO F. PAGULAPAN City Councilor

HON. SIMPLICIO G. DOMENGUEZ

HON. RANDY C. FRANCISCO

Liga ng mga Barangay Vice-President

SK Federation President

Attested by:

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

Certified by and and h

HON. ROWENA BAUTISTA-MENDIOLA City Vice Mayor



HON. STRIKE B. REVILLA



Republic of the Philippines Province of Cavite CITY OF BACOOR Office of the Sangguniang Panlungsod

> CITY RESOLUTION NO. 2025-711 Series of 2025

CGBCR-SPBac-03-F02.02

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01/20/2025

BAGONG PILIPINAS

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF USUFRUCT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE PUBLIC ATTORNEY'S OFFICE FOR THE USE OF OFFICE SPACES AT THE NATIONAL AGENCY CENTER (NAC) BUILDING LOCATED AT THE BACOOR GOVERNMENT CENTER, BACOOR BOULEVARD, BARANGAY BAYANAN, BACOOR CITY, CAVITE.

Sponsored by:

Hon. Reynaldo D. Palabrica

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Srino\_Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, and Hon. Levy M. Tela.

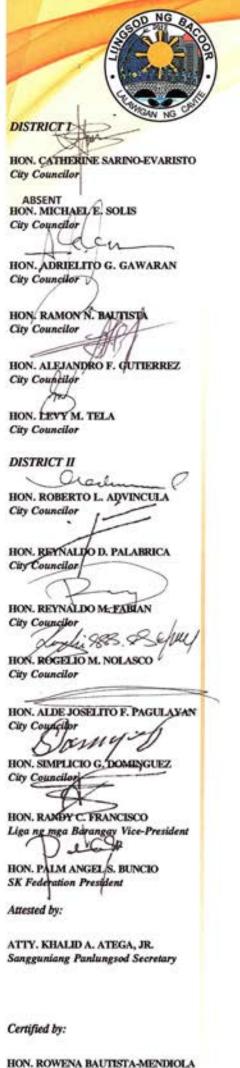
WHEREAS, on 11 April 2025, the Office of the City Mayor sent a letter request to the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to sign a Deed of Usufruct with the Public Attorney's Office (PAO) for the use of office spaces at the National Agency Center (NAC) Building within the Bacoor Government Center.

WHEREAS, the PAO needs facilities capable of accommodating and housing the PAO Regional Office No. IV-A for the effective administration of its functions that is accessible to all provinces within the jurisdiction of the said regional office.

WHEREAS, the City Government of Bacoor has existing office spaces at the National Agency Center (NAC) Building, located at the Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite.

WHEREAS, the City Government is willing to provide the PAO with office spaces, equipment, furniture and support personnel, free of charge to manage and operate the PAO Regional Office for the benefit of its employees, clients and the general public including the constituents of the City of Bacoor.

WHEREAS a draft Deed of Usufruct was submitted by the



Office of the Sangguniang Panlungsod

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Office of the City Mayor to the Sangguniang Panlungsod for review and consideration. The proposed agreement is incorporated hereto and will be made an integral part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Hon. Reynaldo D. Palabrica unanimously seconded by the rest of the Body in regular session assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Draft Deed of Usufruct on behalf of the City Government of Bacoor with the Public Attorney's Office.

**RESOLVED LASTLY**, to furnish the Office of the City Mayor, the Public Attorney's Office, and other government agencies concerned with copies of this Resolution.

APPROVED on the 5<sup>th</sup> day of May 2025 at the City of Bacoor, Cavite by the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with law.

Certified by:

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

Attested-by

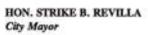
ATTY. KHALID A. ATEGA, JR. Sangguniang Panlungsod Secretary

Noted by: HON. STRIKE B. REVILLA City Mayor



Noted by:

City Vice Mayor





City Resolution No. 2025-711, (Deed of Usufruct ) May 5, 2025

# DEED OF USUFRUCT

#### KNOW ALL MEN BY THESE PRESENTS:

This DEED OF USUFRUCT ("DEED"), made and executed this \_\_\_ day of \_\_\_\_ 2025, by and between:

The CITY GOVERNMENT OF BACOOR, a local government existing under the laws of the Republic of the Philippines with principal address Bacoor Government Center, Bacoor Boulevard, Bayanan, City of Bacoor, represented by its City Mayor, HON, STRIKE B. REVILLA, duly authorized to enter into this Deed pursuant to Sangguniang Panlungsod Resolution No. \_\_\_\_\_, hereinafter referred to as "LGU BACOOR";

#### end

The PUBLIC ATTORNEY'S OFFICE, a government agency of the Republic of the Philippines, with principal office at DOJ Agencies Bullding, NIA Road corner East Avenue, 1104 Quezon City, represented in this deed by ite Chief Public Attorney, DR. PERSIDA V. RUEDA-ACOSTA, hereinafter referred to as the "USUFRUCTUARY".

The LGU BACOOR and the USUFRUCTUARY are hereinafter referred to collectively as "Parties"

### WITNESSETH:

WHEREAS, the USUFRUCTUARY needs facilities capable of accommodating and housing the PAO Regional Office No. IV-A (CALABARZON) for the effective administration of its functions and one that is accessible to all provinces covered under the jurisdiction of the regional office;

WHEREAS, the LGU BACOOR has existing office spaces at the National Agency Center (NAC) Building located at Bacoor Government Center Compound, Bacoor Boulevard, Bayanan, City of Bacoor, which can be used to house PAO Regional Office No. IV-A;

WHEREAS, the LGU BACOOR has expressed willingness to provide the USUFRUCTUARY with office spaces, equipment, furniture, and support personnel, free of charge, to manage and operate the PAO Regional Office for the benefit of its employees, clients, and the general public, including the constituents of the City of Bacoor;

WHEREAS, the USUFRUCTUARY is willing to maintain the premises where PAO CALABARZON will be housed;

WHEREAS, pursuant to Section 6 of R.A. No. 9406 amending Chapter 5, Title III, Book IV of Executive Order No. 292, local government units, subject to their capabilities, are authorized to extend financial and other support in the form of honoraria, free office space, equipment, furniture, stationery, and manpower to the Public Attorney's Office;

**BTRIKE B. REVILLA** City Mayor

DR. PERSIDA V. RUEDA-ACOSTA Chief Public Attorney

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ATTY, HOWARO B, AREZA Regional Public Attorney, RO IV-A WHEREAS, DOJ-PAO Office Order No. 104-2024 provides for the transfer of the PAO Regional Office of Region M-A (CALABARZON) from the City of Pasig to the City of Bacoor, Cavile;

WHEREAS, the LGU BACOOR and USUFRUCTUARY share a common vision to promote accessible, adequate, free, and efficient public legal service and administration of justice among indigent litigents and underprivileged citizens;

WHEREAS, in utmost appreciation and gratefulness for the generosity in supporting the noble mandate of the Public Altomey's Office, the USUFRUCTUARY hereby accepts this DEED with the conditions prescribed herein and commits to advocating accessible legal assistance to Bacoor constituents and PAO clients in general;

**NOW, THEREFORE, for and in consideration of the foregoing premises, the LGU BACOOR and USUFRUCTUARY do hereby agree:** 

- SUBJECT. The Parties shall provide office spaces at the National Agency Center (NAC) Building, located at Bacoor Government Center Compound, with areas of 30 square meters and 38 square meters, respectively, for the use of the USUFRUCTUARY.
- TERM. This DEED shall be effective and binding upon the execution hereof and shall remain in full force for a period of three (3) years or until June 30, 2028, subject to renewal upon agreement of the parties.

# 3. USE AND ENJOYMENT.

- a. The LGU BACOOR shall secure the peaceful and continuous occupancy of the USUFRUCTUARY and warrants that the Property subject of this DEED is free from any liens and encumbrances.
- b. The LGU BACCOR shall turn over the office spaces in a finished condition, equipped with proper ventilation, lighting, air conditioning system, and internet connection.
- c. THE LGU BACOOR 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 BACOOR shall bear the expenses for utilities incurred by the USUFRUCTUARY, including electricity, water, and internet.
- e. The USUFRUCTUARY shall ensure that the Property is used exclusively as office space to administer the mandate of PAO Regional Office CALABARZON and for no other purposes.
- f. The USUFRUCTUARY shall ensure that the office is manned by PAO employees during operating hours from Monday to Friday 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.
- SECURITY AND MAINTENANCE. The USUFRUCTUARY shall maintain the premises in a clean, orderty, and professional manner conductive to conducting

STRIKE B. REVIELA

City Mayor

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ATTY. HOWARD B. AREZA Regional Public Attomey. RO IV:A

ATTY. AIMEE TORREFRNACA-NER City Administrator office operations. The LGU BACOOR shall provide security and jenitorial services for the office spaces occupied by the PAO Regional Office.

- IMPROVEMENTS. The USUFRUCTUARY, upon coordination with the LGU BACOOR, may introduce other structures, facilities, and/or improvements that may be necessary for the proper and beneficial use of the Property, consistent with the intention and purpose of this DEED.
- 6. REPAIRS. The LGU BACOOR shall undertake ordinary repairs on the improvements introduced to the Property by the LGU BACOOR due to wear and tear. The USUFRUCTUARY shall notify the LGU BACOOR before it undertakes the ordinary repairs on the Property, such as, but not limited fo, repairing damaged floor tiles, damaged ceilings, and windows and doors.
- 7. POSSESSION AND OWNERSHIP. The USUFRUCTUARY is granted the beneficial use of the Property, while the LGU BACOOR 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 Property, shall accrue to the benefit of the LGU BACOOR.
- 8. BINDING EFFECY. This DEED shall bind the successors, successors-ininterest, nominees, administrators, heirs, and permitted assigns of each of the LGU BACOOR and the USUFRUCTUARY.
- ENTIRE AGREEMENT. This DEED shall constitute the entire agreement between the Parties and supersedes all prior or written agreements or understanding between the Parties and with respect to the matters provided herein.
- AMENDMENTS. That any modification or amendments of this DEED shall only be by a duly executed mutual written consent of the LGU BACOOR and USUFRUCTUARY and shall be attached and form part of this DEED.
- 11. SEPARABILITY. That should any of the provisions of this DEED be held or declared invalid, or unenforceable in any respect under any applicable law, rule, regulation, or decision of any court of jurisdiction, all remaining provisions not otherwise affected shall continue to have full force and effect.
- 12. GOVERNING LAW AND VENUE. This DEED shall be governed by the laws of the Philippines. In case of disputes arising from the terms of this DEED, the parties shall resolve the dispute through good faith and amicable discussions. If said dispute remains unsettled, any action arising therefrom shall be filed in the competent courts of the Quezon City or the City of Baccor at the option of the complainant.

DR. PERSIDA V. RUEDA-ACO9TA Chief Public Attorney

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OTRIVE B. REVILLA City Mayor

ATTY, HOWARD B, AREZA Regional Public Anomey, RO IV-A

ATTY. AIMEE TORREFRNACA-NERI City Administrator IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_2025 at \_\_\_\_\_\_

CITY GOVERNMENT OF BACOOR (LGU BACOOR)

By:

PUBLIC ATTORNEY'S OFFICE (USUFRUCTUARY)

By:

STRIKE B. REVILLA City Mayor SP Resolution No. \_\_\_\_ DR. PERSIDA V. RUEDA-ACOSTA, DSD Chief Public Altomey

Signed in the presence of:

ATTY. AIMEE TORREFRANCA-NERI City Administrator ATTY, HOWARO B. AREZA Regional Public Attorney PAO RO IV-A (CALABARZON)

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

BEFORE ME, personally appeared the following:

\_\_\_\_)

Name	Identification Card	Date and Place of Issuance				
HON. STRIKE B. REVILLA						
DR. PERSIDA V. RUEDA-ACOSTA						

I have known the above to be the same persons who executed the foregoing instrument and acknowledged and sworn to before me that the same is their free and voluntary act and deed, as well as the institutions and agencies they represent.

This DEED OF USUFRUCT consists of four (4) pages, including this page on which this Acknowledgment is written and signed by the parties and their witnesses at the left-hand margin of each and every page.

WITNESS	MY	HAND	AND	SEAL,	for	and	in	the	City	of	
		this day of				2025.					

Doc. No. \_\_\_\_ Page No. \_\_\_\_ Book No. \_\_\_\_ Series of 2025.