



*Office of the Sangguniang Panlungsod*

CITY RESOLUTION NO. 2023-173  
Series of 2023

DISTRICT I  
  
HON. CATHERINE SARINO-EVARISTO  
City Councilor

HON. MICHAEL E. SOLIS  
City Councilor

HON. ADRIELITO G. GAWARAN  
City Councilor

HON. VICTORIO I. GUERRERO, JR.  
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

HON. ALDE JOSELITO F. PAGULAYAN  
City Councilor

HON. SIMPLICIO G. DOMINGUEZ  
City Councilor

HON. RAMON N. BAUTISTA  
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU  
SK Federation President

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

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

Attested by:  
  
HON. STRIKE B. REVILLA  
City Mayor

A RESOLUTION AUTHORIZING CITY MAYOR HON. STRIKE B. REVILLA, TO SIGN THE USUFRUCT AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE DEPARTMENT OF EDUCATION (CITY SCHOOLS DIVISION OF BACOR) FOR A PROPERTY LOCATED IN PROGRESSIVE VILLAGE WITH AN AREA OF ONE THOUSAND SEVEN HUNDRED AND FOURTEEN (1,714) SQUARE METERS WHICH WILL BE USED AS THE EXISTING SITE FOR THE PROGRESSIVE ELEMENTARY SCHOOL.

Sponsored by:

HON. VICTORIO GUERRERO, JR.

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.

**WHEREAS**, on 24 November 2022, the Local School Board of the City of Bacoor issued Resolution No. 4 authorizing the City of Bacoor to enter into a Usufruct Agreements with the Department of Education, City Schools Division of Bacoor in relation to a parcel of land covered by **TCT No. T-55015**. Said property is a One Thousand Seven Hundred Fourteen square meter (1,714 sqm) parcel of land with improvements thereon, located at Progressive Village 15, Barangay Molino II, Bacoor City, Cavite. LSB Resolution No. 4 is deemed integral to and incorporated in this Resolution.

**WHEREAS**, LSB Resolution No. 4 provides that the Department of Education intends to use the aforementioned parcel of land as the existing sites of Progressive Elementary School and Progressive Senior High School through the execution of Usufruct Agreements.

**WHEREAS**, LSB Resolution No. 4 states the terms and conditions of the Usufruct Agreement, hereafter referred to as the "Draft Usufruct Agreement."

**WHEREAS**, on 25 January 2023, Endorsement No. 51 series of 2023, dated 20 January 2023 and submitted by the Office of the City Legal Services, was endorsed to the Sangguniang Panlungsod by the Office of the City Mayor. In the endorsement letter, the Office of the City Mayor requested the Sanggunian for authority to sign the Draft Usufruct Agreement.



## 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. VICTORIO L. GUERRERO, JR.  
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. FARIAN  
City Councilor

HON. ROGELIO M. NOLASCO  
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN  
City Councilor

HON. SIMPLICIO G. DOMINGUEZ  
City Councilor

HON. RAMON N. BAUTISTA  
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU  
SK Federation President

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

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

Attested by:  
  
HON. STRIKE B. REVILLA  
City Mayor

**WHEREAS**, under the Draft Usufruct Agreement, the Department of Education shall bear the burden of preserving the properties, paying for utilities and manpower, and ensuring its usefulness for the future use of the City Government of Bacoor, while the latter retains ownership of the said properties. Furthermore, under the Draft Usufruct Agreement, the Department of Education is obliged not to sell, dispose, encumber, or tolerate the use of the properties by a third party unless the City Government of Bacoor first gives its consent.

**WHEREAS**, the Draft Usufruct Agreement, if signed and implemented as written, would be of great benefit to the people of Bacoor and to the City Government considering that it would outsource the maintenance and operation of publicly owned educational institutions to an agency specialized in such.

**WHEREAS**, under the Local Government Code of 1991, the City Mayor shall represent the city in all its business transactions and sign on its behalf all contracts upon authority of the Sangguniang Panlungsod. Moreover, no contract may be entered into by the local chief executive without the Sangguniang Panlungsod's prior authorization.

**NOW THEREFORE**, upon motion of Hon. Victorio Guerrero, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the signing of the Draft Usufruct Agreement between the City Government and the Department of Education, as contained in Resolution No. 4, series of 2023, of the Local School Board of the City of Bacoor, covering the parcel of land with an area of One Thousand Seven Hundred and Fourteen square meters (1,714 sqm) and identified by TCT No. T-55015.

**RESOLVED LASTLY**, to furnish the Local School Board, the Department of Education, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

**APPROVED** on the 30<sup>th</sup> day of January 2023 at the City of Bacoor, Cavite by the 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:  
  
HON. ROWENA BAUTISTA-MENDIOLA  
City Vice Mayor/Presiding Officer



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. VICTORIO I. GUERRERO, JR.  
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

HON. ALDE JOSELITO F. PAGULAYAN  
City Councilor

HON. SIMPLICIO G. DOMINGUEZ  
City Councilor

HON. RAMON N. BAUTISTA  
Liga ng mga Barangay President

HON. MAC RAVEN ESPERITU  
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

Attested by:

ATTY. KHALID A. ATEGA JR.  
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA  
City Mayor

## USUFRUCT AGREEMENT

This USUFRUCT AGREEMENT (the "Agreement") is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit existing under and by virtue of the Republic Act No. 10160, with office address at Bacoor Government Center, Bacoor Boulevard Brgy. Bayanan, Bacoor City, 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 Bacoor City, Cavite dated \_\_\_\_\_, and hereinafter referred to as "**LGU BACOOR**"

and

The **DEPARTMENT OF EDUCATION, CITY SCHOOLS DIVISION OF BACOOR**, a government entity directly attached to the Department of Education with principal address at DepEd Building, Bacoor Government Center, represented by its School Division Superintendent **DR. EDITHA A. ATENDIDO**, hereinafter referred to as the "**USUFRUCTUARY**"

"**Party**" shall mean either LGU BACOOR or the USUFRUCTUARY, as applicable, and "**Parties**" shall mean LGU BACOOR and the USUFRUCTUARY collectively.

WITNESSETH:

**WHEREAS**, the LGU BACOOR owns a parcel of land with improvements consisting of ONE THOUSAND SEVEN HUNDRED FOURTEEN square meters (1,714 sqm) which are covered by Transfer Certificate of Title No. T-55015 situated in Barangay Molino 2, Bacoor City, Cavite, herein referred to as the "**PROPERTY**". Copy of which is hereto attached as Annex "**A**", and made as integral part of this Agreement;

**WHEREAS**, the USUFRUCTUARY is an agency of the national government, upon agreement with the LGU BACOOR, will be using the abovementioned property located at Barangay Molino 2, Bacoor City, Cavite as school site of the Progressive Elementary School;

**WHEREAS**, LGU BACOOR offered the use of the said parcel of land by the USUFRUCTUARY for the establishment, construction and operation of the Progressive Elementary School for the benefit of the students, faculty members and personnel of the said public school;

**WHEREAS**, LGU BACOOR, by tolerance, is hereby bestowing the right to use and enjoy the property provided that all necessary improvements for preservation of

the said property, including the payment of utilities and manpower services shall be shouldered by the USUFRUCTUARY;

**WHEREAS**, the USUFRUCTUARY, shall bear the burden of preserving the property, ensuring its usefulness for the future use of LGU BACCOOR, maintaining peaceful existence within the property and paying all necessary expenses for the preservation and improvements of the PROPERTY;

**WHEREAS**, LGU BACCOOR, is willing to enter into a usufruct agreement with the USUFRUCTUARY subject to the terms and conditions herein;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the parties hereby agree as follows:

- I. **TERM.** The terms of the Agreement shall be for a period of FIFTY (50) YEARS (the "Term") commencing on the Effective Date, subject to extension for another Term upon mutual agreement of the parties in writing. The Parties may pre-terminate this Agreement on the following grounds:
  1. The USUFRUCTUARY buys the PROPERTY from LGU BACCOOR;
  2. The USUFRUCTUARY violates any of the conditions stated herein;
  3. The USUFRUCTUARY is in bad faith and committed acts or omission that will prejudice the LANDOWNER; and
  4. The USUFRUCTUARY fails to maintain the upkeep of the PROPERTY.
- II. **PURPOSE OF THE USUFRUCT.** The usufruct shall be used solely and exclusively for the management, administration and other related educational purposes of Progressive Elementary School.
- III. **LAND OWNERSHIP.** The ownership and title remain with and continues to be in the name of the LGU BACCOOR. Upon expiration or pre-termination of the Agreement on the grounds stated under Section I, subsections 1 to 4 of the Agreement, all permanent improvements existing shall inure to the benefit of the LGU BACCOOR. It is hereby understood that permanent improvements shall refer to those that cannot be detached or removed without damaging the subject property.
- IV. **RIGHTS AND OBLIGATIONS OF THE USUFRUCTUARY.**
  1. The USUFRUCTUARY shall voluntary surrender possession and return or vacate the property without need of demand upon expiration of the Agreement in case the former does not purchase the property from the LGU BACCOOR;
  2. The USUFRUCTUARY shall not sell, dispose, mortgage, encumber, transfer, assign, tolerate the use by a third party, or use as collateral unless with the consent of the LGU BACCOOR;

3. The USUFRUCTUARY shall not enter into any other agreements that will involve use of property intended without the consent of the LGU BACCOOR;
4. The USUFRUCTUARY shall not alienate or transfer its USUFRUCTUARY rights, or do anything thereon which may be prejudicial to the rights of the LGU BACCOOR;
5. The USUFRUCTUARY shall be obliged to notify LGU BACCOOR of any act of a third person, of which it may have knowledge, that may be prejudicial to the rights of ownership, and it shall be liable if it did not do so, for damages, as if they had been caused through its own fault;
6. The USUFRUCTUARY may provide, introduce, and/or maintain proper infrastructures, perimeter fences, facilities that shall make property sustainable and viable for use with the written consent of LGU BACCOOR;
7. The USUFRUCTUARY shall be responsible for maintaining the cleanliness and peace and order in the area;
8. The USUFRUCTUARY shall not use the property for any unlawful or illegal act.

**V. RIGHTS AND OBLIGATIONS OF LGU BACCOOR.**

1. Authorizes the USUFRUCTUARY to conduct the regular maintenance of the subject property that may affect the subject property's normal wear and tear;
2. Exercise the right of ownership over the property under usufruct;
3. Remove hazardous or harmful structures at the expense of the USUFRUCTUARY.

**VI. TERMINATION OF AGREEMENT.** Both Parties have the right to cancel the agreement in case there is a violation of the herein provisions that will affect the purpose of the subject property by giving a fifteen (15) days prior written notice which contains the specific valid reason/s for termination.

**VII. OTHER TERMS AND CONDITIONS**

1. This Agreement shall be binding upon the parties hereto and their successors-in-interest.
2. In case of breach of any terms of the Agreement, dispute and/or litigation arising from the Agreement, the venue of actions shall be filed in the proper courts of Bacoor City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures,  
this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ at the City of Bacoor, Cavite, Philippines.

For LGU BACOOOR:

For the USUFRUCTUARY:

**HON. STRIKE B. REVILLA**  
*City Mayor*  
City Resolution No. \_\_\_\_\_  
Series of 202\_

**DR. EDITHA A. ATENDIDO**  
*School Division Superintendent*

*Signed in the Presence of:*

**Atty. JESSON G. LABAO**  
*OIC-City Administrator*  
*Office of the City Administrator*

**MS. ELIZABETH F. OCAMPO**  
*Administrative Office V*  
*Non-Academic Personnel of Public Schools*

DRAFT

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF BACOOOR ) S.S.

BEFORE ME, a Notary Public, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ personally appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
DR. EDITHA A. ATENDIDO		

This instrument, consisting of five (5) pages, including the page on which this acknowledgement 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 \_\_\_\_\_.