



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-270

Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE USUFRUCT AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE DEPARTMENT OF EDUCATION, CITY SCHOOL DIVISION OF BACOR, OVER A PORTION OF AN OPEN SPACE AT MOLINO ROAD, BARANGAY MOLINO I, BACOR CITY, CAVITE FOR THE EXCLUSIVE USE OF STUDENTS, FACULTY MEMBERS AND OTHER AUTHORIZED PERSONNEL OF CIUDAD DE STRIKE INTEGRATED SCHOOL.

Sponsored by:

Hon. Victorio L. 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. Micahel E. Solis, and Hon. Levy M. Tela.

WHEREAS, on 25 May 2023, the Office of the City Mayor sent a letter request to the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor to sign the Usufruct Agreement between the City Government of Bacoor and the Department of Education, City School Division of Bacoor, over a portion of an open space at Molino Road, Barangay Molino I, Bacoor City, Cavite for the exclusive use of students, faculty members and other authorized personnel of Ciudad De Strike Integrated School.

WHEREAS, the City Government of Bacoor is the absolute owner of the portion of an open space located at Molino Road, Molino I, Bacoor City, Cavite consisting of Two Thousand Eight Hundred Twenty Three square meters (2,823 sq.m.) covered by Transfer Certificate of Title (CTC) No. 167-2016030606 registered in the Registry of Deeds for the Province of Cavite.

WHEREAS, the city government intends to give the right of usufruct over the said property to the Department of Education, City School Division of Bacoor for a period of

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. 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. REYNALDO D. PALABRICA
City Councilor/President Pro-Tempore

Noted by:

HON. STRIKE B. REVILLA
City Mayor



Office of the Sangguniang Panlungsod

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HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BALBUENA
Liga ng mga Barangay President

HON. MAC JAYEN ESPRITU
SK Federation President

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

Certified by:
HON. REYNALDO D. PALABRICA
City Councilor/President Pro-Tempore

Noted by:
HON. STRIKE B. REVILLA
City Mayor

Twenty-Five (25) years provided that the said lot shall be exclusively used for education purposes only.

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 of, 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. The said agreement is hereby made an integral part of this Resolution.

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 the 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 L. Guerrero, Jr., 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 City Mayor, Hon. Strike B. Revilla, to sign the Usufruct Agreement between the City Government and the Department of Education over a portion of an open space at Molino Road, Barangay Molino I, Bacoor City, Cavite for the exclusive use of students, faculty members and other authorized personnel of Ciudad De Strike Integrated School.

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



Office of the Sangguniang Panlungsod

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Liga ng mga Barangay President

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SK Federation President

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

Certified by:
HON. REYNALDO D. PALABRICA
City Councilor/President Pro-Tempore

Noted by:
HON. STRIKE B. REVILLA
City Mayor

APPROVED on the 29th day of May 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. REYNALDO D. PALABRICA
City Councilor /Acting Presiding Officer

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 entered into this ___ day of _____, 20__ (the "Effective Date") in the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor 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 20__, duly approved by the City Council of Bacoor 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 office address at DepEd Building, Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its School Division Superintendent _____, 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 is the true and absolute owner of the identified portions of one (1) open space located at Molino Road, Molino I, Bacoor City Province of Cavite consisting of Two Thousand Eight Hundred Twenty-Three square meters (2,823 sqm) specifically indicated in the attached Technical Description marked as Annex "A" and made an integral part of this Agreement covered by Transfer Certificate of Title (TCT) No. 167-2016030606 registered in the Registry of Deeds for the Province of Cavite;

WHEREAS, LGU BACOOR desires to give the USUFRUCTUARY the right of usufruct over the said property, with the latter having the full right to the use and enjoyment of the fruits of the property, and in return, they assume the obligation to preserve the property during the term of this Agreement;

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 term of the usufruct shall be for a period of Twenty-five (25) years from the signing of this Agreement, renewable for another 25 years, as long as the property is to be used for educational purposes, and provided that Notice of Intent to Renew shall be sent to the GRANTEES at least Thirty (30) days immediately prior to the expiry date of this Agreement.

II. **PURPOSE OF THE USUFRUCT.** The usufruct shall be used solely and exclusively by the students, faculty members and other authorized personnel of the USUFRUCTUARY.

III. **LAND OWNERSHIP.** The ownership and title of the property remains with and continues to be in the name of the LGU BACCOOR. All permanent structures, developments and improvements made in the property shall be owned by LGU BACCOOR upon termination of this Agreement, and that the USUFRUCTUARY shall not be compensated for any cost of development and improvement on the property. In no case shall the LGU BACCOOR be liable for any loss, damage, or injury that may arise by reason of the enjoyment of the fruits of said property by the USUFRUCTUARY.

IV. **RIGHTS AND OBLIGATIONS OF THE USUFRUCTUARY.**

1. The USUFRUCTUARY shall voluntarily surrender possession and return or vacate the property without need of demand upon expiration of the Agreement;
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 written 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;
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 THE 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) day prior written notice which contains the specific valid reason/s for termination.

VII. OTHER TERMS 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, Province of Cavite, 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:

**CITY GOVERNMENT OF
BACOOOR**

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 20____

For the USUFRUCTUARY:

**DEPARTMENT OF EDUCATION,
CITY SCHOOLS DIVISION OF
BACOOOR**

Schools Division Superintendent

SIGNED IN THE PRESENCE OF:

Atty. JESILY DARLA MAE G. GUTIERREZ
Office of the City Legal Services

Ms. ELIZABETH F. OCAMPO
*Administrative Officer V,
Non-Academic Personnel of Public
Schools*

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOOR, PROVINCE OF CAVITE) 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
Hon. STRIKE B. REVILLA		

This instrument, consisting of ___ (x) 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 _____.