



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. 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. 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

Voted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-574
Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE SUPREME COURT OF THE PHILIPPINES AND WITH FILINVEST LAND, INC. FOR THE USE OF LEASED OFFICE SPACES IN MAIN SQUARE MALL BY THE REGIONAL TRIAL COURTS IN THE CITY OF BACOR, CAVITE.

Sponsored by :

Hon. Reynaldo D. Palabrica

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Reynaldo M. Fabian, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Michael E. Solis, and Hon. Levy M. Tela.

WHEREAS, the Office of the City Mayor formally requested the Sangguniang Panlungsod to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement (MOA) with the Supreme Court of the Philippines and Filinvest Land, Inc.

WHEREAS, Filinvest is the owner of Main Square Mall which is located in the City of Bacoor. The City Government of Bacoor is currently leasing various office spaces at the said mall which are being used as extension offices of various departments of the city government and by various national government agencies.

WHEREAS, the City Government of Bacoor is willing to grant and assign in favor of the Supreme Court of the Philippines the use and enjoyment of seven (7) units of office space in Main Square Mall for the exclusive use of the Regional Trial Courts in the City of Bacoor.

WHEREAS, a copy of the draft Memorandum of Agreement (MOA) was sent to the Sangguniang Panlungsod for its review and consideration. The proposed MOA is incorporated herewith and will be made a part of this Resolution.



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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

Voted by:

HON. STRIKE B. REVILLA
City Mayor

NOW THEREFORE, after careful deliberation, upon motion of Hon. Reynaldo D. Palabrica, duly seconded by all the members 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 Memorandum of Agreement on behalf of the City Government of Bacoor with the Supreme Court of the Philippines and Filinvest Land, Inc. for the use of office space in Main Square Mall by the Regional Trial Courts in Bacoor City.

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

ADOPTED this 27th day of August 2024 by the Sangguniang Panlungsod City of Bacoor, Province of Cavite

I hereby certify that the foregoing Resolution was duly approved in accordance with law.

Certified Correct :

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

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** (“MOA”), made and executed this ___ day of _____ 2024, by and between:

RAUL B. VILLANUEVA
Court Administrator

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

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faure Street, Ermita, Manila, represented in this MOA by its Court Administrator, **HON. RAUL B. VILLANUEVA** pursuant to the Resolution of the Court En banc in AM. No. _____ dated _____, hereinafter referred to as the “**COURT**”.

STRIKE B. REVILLA
City Mayor

and
FILINVEST LAND, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at the Filinvest Building, 79 EDSA, Highway Hills, Mandaluyong City, represented herein by its duly authorized First Vice President and Business Retail Head, **MICHAEL ANGELO A. Dumlao**, and hereinafter referred to as the “**FILINVEST**”

WITNESSETH:

Presiding Judge

WHEREAS, the LGU BACOOR has an existing lease agreement with FILINVEST, the owner and developer of Main Square Mall located on Bacoor Boulevard, Bayanan, Bacoor City, Cavite, involving various office spaces intended for extension offices of the local government unit and other government services;

WHEREAS, the COURT is in need of office spaces to house the trial courts in in the City of Bacoor;

WHEREAS, the LGU BACOOR offers and is willing to grant and assign in favor of the COURT the use and enjoyment of seven (7) units of office space with an aggregate area of EIGHT HUNDRED THIRTY-FIVE POINT ELEVEN (835.11) square meters including all improvements therein (collectively, the PROPERTY);

WHEREAS, FILINVEST, as owner and lessor of the PROPERTY, also conveys its consent to the said assignment;

WHEREAS, the COURT is willing to maintain the PROPERTY where the Regional Trial Courts of Bacoor City will be housed;

AIMEE TORREFRANCA-NERI
City Administrator

WHEREAS, the LGU BACCOOR expresses and warrants that it (i) is the lawful lessee of the PROPERTY subject of this MOA; (ii) the assignment of the right to use and enjoyment was not made with intent to defraud its creditors; (iii) it has reserved for itself sufficient funds and property for other appropriated government projects; (iv) has full capacity to enter into this MOA, and (v) the assignment of the right to use and enjoyment of the PROPERTY is with the full and voluntary consent of FILINVEST;

WHEREAS, the LGU BACCOOR, FILINVEST and the COURT share a common vision to achieve speedy, adequate, and quality administration of justice and effective and efficient public service in the City of Bacoor;

WHEREAS, the COURT, in its utmost appreciation and gratefulness for the generosity of the LGU BACCOOR and FILINVEST in support of its mandate in the dispensation of justice, hereby accepts this MOA with the conditions prescribed herein and commits to achieve speedy, adequate, and quality administration of justice for the City of Bacoor and its constituents;

NOW, THEREFORE, for and in consideration of the foregoing premises, the LGU BACCOOR and the COURT do hereby agree, and consented to by FILINVEST, to the following terms of this MOA, viz:

1. **SUBJECT.** The Parties agree that the subject of this MOA shall cover the PROPERTY, consisting of seven (7) units of office space with a total area of 835.11 square meters located at Level 2 Main Square Mall, which are specifically designated as Office Space Nos. 202, 203, 204, 205, 206, 207, and 208, together with all improvements situated therein, to house the Regional Trial Courts in the City of Bacoor. Attached herewith is the layout of the PROPERTY (Annex "A"), which is made an integral part hereof.
2. **USE AND ENJOYMENT.** The LGU BACCOOR shall secure the peaceful and continued occupancy by the COURT and warrants that the right to use and enjoy the PROPERTY subject of this MOA may be duly assigned to the COURT and has no impediment to do so under the lease contract.
3. **TERM.** This MOA shall be effective and binding upon the execution hereof and shall remain in full force as long as the PROPERTY is used for the administration and dispensation of justice and the lease contract between the LGU Bacoor and Filinvest Land, Inc. is in effect.

The non-renewal of the said lease after the expiration thereof shall not preclude the COURT from negotiating with Filinvest Land, Inc., for its own benefit as lessee, a new lease contract over the PROPERTY. All partitions and permanent improvements introduced in the PROPERTY by LGU BACCOOR shall not be removed and shall allow the COURT the use of the same.

4. **UTILITIES.** The expenses for electricity, water, telephone, and other public utility services used by the courts shall be shouldered by the COURT, which shall be paid directly to the Main Square Mall upon the issuance and submission of the required statement of account/monthly billing.
5. **SECURITY AND MAINTENANCE.** The COURT shall provide security and janitorial services for all office spaces occupied by the courts. The contribution for the cost or expenses in maintaining the common facilities of the building, as particularly described in Article 10 of the Lease Contract, shall be borne by the COURT and shall be paid directly to FILINVEST through Main Square Mall.

RAUL B. VILLANUEVA
Court Administrator

STRIKE B. REVILLA
City Mayor

6. **IMPROVEMENTS.** The LGU BACCOOR shall undertake to reconfigure the premises to conform with the ideal floor areas as required by the Court.

The COURT, upon coordination with the LGU BACCOOR and with prior permission from FILINVEST, 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 MOA. A designated parking space shall also be provided by the LGU BACCOOR, in coordination with FILINVEST, for the exclusive use of the court judges.

7. **FURNITURE AND EQUIPMENT.** The COURT shall provide and supply the furniture and office equipment for the subject courts and court offices.
8. **REPAIRS.** The COURT shall undertake ordinary repairs on the improvements introduced in the PROPERTY by the LGU BACCOOR by reason of wear and tear. The COURT shall give prior notice to FILINVEST and secure prior authority from the LGU BACCOOR before it undertakes the ordinary repairs on the PROPERTY, such as, but not limited to the following:
- a. Repair of damaged floor tiles,
 - b. Repair of damaged ceilings,
 - c. Repair of windows and doors; and
 - d. Repainting of interior walls.

9. **POSSESSION AND OWNERSHIP.** The COURT is granted the beneficial use of the PROPERTY while the LGU BACCOOR shall retain the lease rights thereof, unless the parties agree otherwise. For the avoidance of doubt, and upon termination of this MOA by virtue of expiration/ termination of the lease contract, any movable improvements shall be removed by the COURT 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 BACCOOR.

10. **BINDING EFFECT.** This MOA shall bind the successors, successors-in-interest, nominees administrators, heirs and permitted assigns of each of the LGU BACCOOR, FILINVEST and the COURT.

11. **ENTIRE AGREEMENT.** This MOA 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.

12. **AMENDMENTS.** That any substantial modification or amendments of this MOA affecting the rights of each of the parties shall only be by a duly executed mutual written consent of the LGU BACCOOR and the COURT, with prior notice to FILINVEST, and shall be attached and form part of this MOA.

13. **SEPARABILITY.** That should any of the provisions of this MOA 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.

14. **GOVERNING LAW AND VENUE.** This MOA shall be governed by the laws of the Philippines. In case of disputes arising from the terms of this MOA, 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

RAUL B. VILLANUEVA
Court Administrator

STRIKE B. REVILLA
City Mayor

Presiding Judge

AIMEE TORREFRNACA-NERI
City Administrator

the competent courts of the City of Manila or the City of Bacoor at the option of the complainant.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2024 at _____.

RAUL B. VILLANUEVA
Court Administrator

**SUPREME COURT OF THE
PHILIPPINES
(COURT)**

**CITY GOVERNMENT
OF BACOR
(LGU BACOR)**

By:

By:

RAUL B. VILLANUEVA
Court Administrator

STRIKE B. REVILLA
City Mayor

**FILINVEST LAND, INC.
(FILINVEST)**

By:

MICHAEL ANGELO A. DURLAO
First Vice President and Business Retail Head

STRIKE B. REVILLA
City Mayor

Signed in the presence of:

HON. AMALIA S. GUMAPOS-RICABLANCA
Executive Judge

ATTY. AIMEE TORREFRANCA-NERI
City Administrator

Presiding Judge

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

BEFORE ME, personally appeared the following:

Name	Identification Card	Date Issued	Validity
STRIKE B. REVILLA, <i>for and on behalf of LGU Bacoor</i>			

AIMEE TORREFRANCA-NERI
City Administrator

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 his free and voluntary act and deed as well as the institution and agency he represents.

This MEMORANDUM OF AGREEMENT consists of five (5) 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.

RAUL B. VILLANUEVA
Court Administrator

WITNESS MY HAND AND SEAL, for and in the City of _____ this ____ day of _____ 2024.

Notary Public

Doc. No. ____
Page No. ____
Book No. ____
Series of 2024.

ACKNOWLEDGMENT

RAUL B. VILLANUEVA
Court Administrator

REPUBLIC OF THE PHILIPPINES)

BEFORE ME, personally appeared the following:

<i>Name</i>	<i>Identification Card</i>	<i>Date Issued/Validity</i>
RAUL B. VILLANUEVA <i>for and on behalf of the Court</i>	Supreme Court ID No.	

Presiding Judge

I have known the above to be the same person who executed the foregoing instrument and acknowledged and sworn to before me that the same is his free and voluntary act and deed as well as the institution or agency he represents.

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WITNESS MY HAND AND SEAL, for and in the City of Manila this ____ day of _____ 2024.

MARIA CARINA A. MATAMMU-CUNANAN
Deputy Clerk of Court
Chief Administrative Officer
Office of Administrative Services
Supreme Court

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____)

BEFORE ME, personally appeared the following:

<i>Name</i>	<i>Identification Card</i>	<i>Date Issued/Validity</i>
MICHAEL ANGELO A. DURLAO <i>for and on behalf of Filinvest</i>		

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WITNESS MY HAND AND SEAL, for and in the City of Manila this ____ day of
_____ 2024

Notary Public

ACKNOWLEDGMENT

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_____)

BEFORE ME, personally appeared the following:

<i>Name</i>	<i>Identification Card</i>	<i>Date Issued/Validity</i>
MICHAEL ANGELO A. Dumlao <i>for and on behalf of Filinvest</i>		

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Notary Public