

SC CIRCULAR NO. 86-2000, November 23, 2000

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TO:

ALL EXECUTIVE JUDGES AND PRESIDING JUDGES

SUBJECT:

MEMORANDUM OF AGREEMENT BETWEEN THE SUPREME COURT AND THE DEPARTMENT OF JUSTICE TRANSFERRING THE OWNERSHIP OF ALL HALL OF JUSTICE BUILDINGS CONSTRUCTED UNDER THE JUSTICE SYSTEM INFRASTRUCTURE PROGRAM, INCLUDING THE LANDS ON WHICH THEY HAD BEEN BUILT AND THE IMPROVEMENTS THEREON, FROM THE DEPARTMENT OF JUSTICE TO THE SUPREME COURT

For the information and guidance of all concerned, quoted hereunder in toto are the provisions of the Memorandum of Agreement dated 9 June 2000 between the Supreme Court and the Department of Justice concerning the transfer of ownership of the court houses or Hall of Justice buildings constructed under the Justice System Infrastructure Program (JUSIP) as well as the parcels of land on which they had been built and the improvements thereon, from the Department of Justice to the Supreme Court, to wit:

"MEMORANDUM OF AGREEMENT

The SUPREME COURT OF THE PHILIPPINES, with address at Padre Faura Street, Ermita, Manila, hereafter referred to as the COURT, represented herein by Chief Justice HILARIO G. DAVIDE, JR., pursuant to the Resolution of the Court en banc of 28 March 2000 in A.M. No. 00-3-03-SC;

-and-

The DEPARTMENT OF JUSTICE, a government agency of the Republic of the Philippines, with address at Padre Faura Street, Ermita, Manila, hereafter referred to as the DEPARTMENT, and represented by Acting Secretary ARTEMIO G. TUQUERO,

WITNESSETH:

WHEREAS, Administrative Order No. 99 dated 1 December 1988 of the Office of the President tasks the DEPARTMENT, the Department of Interior and Local Government and the Department of Public Works and Highways in consultation with the COURT, to undertake the Justice System Infrastructure Program (JUSIP) under which court houses or buildings or halls of justice shall be rehabilitated/ constructed for the use or occupancy of the COURT, the National Prosecution Service (NAPROS), the Parole and Probation Administration (PPA), the Public Attorney's Office (PAO) and Registries of Deed pursuant to Administrative Order No. 11, dated 18 September 1992, of the Office [of the President];

WHEREAS, as of this date, one hundred and ninety-eight (198) buildings, hereafter referred to as BUILDINGS, and listed in Annex "A" hereof which is made integral part of the Memorandum of Agreement,

have been rehabilitated or constructed under the JUSIP;

WHEREAS, under the JUSIP the ownership of the BUILDINGS and the parcels of land on which they are built is vested in the DEPARTMENT, while the maintenance of said BUILDINGS is assigned by law to the COURT;

WHEREAS, past experiences have demonstrated the need to merge the ownership and possession of the aforementioned BUILDINGS and the land they have been constructed on in one body to promote and ensure the orderly, effective and efficient use, operation and maintenance of the BUILDINGS;

NOW, THEREFORE, the PARTIES hereby agree as follows:

ARTICLE I

OBLIGATIONS OF THE DEPARTMENT

SECTION 1. (A) The ownership of all BUILDINGS that have been completely constructed under the JUSIP, including the land on which the BUILDINGS have been constructed and the improvements thereon, as well as all furniture and office equipment provided or issued by the DEPARTMENT to the courts and court personnel in said BUILDINGS, shall automatically be transferred to the COURT upon the signing of this Memorandum of Agreement.

For purposes of this Memorandum of Agreement, the word land shall refer to the entirety of the lot or parcel of land originally donated to the DEPARTMENT for the court house/building or hall of justice.

(B) Except as hereinafter provided, the DEPARTMENT shall have the duty to construct the court houses/buildings or halls of justice under the JUSIP: Provided, That the ownership of all BUILDINGS under construction or which shall hereafter be constructed under the JUSIP, and the land on which the BUILDINGS are to be constructed and the improvements thereon, as well as all the furniture and office equipment hereafter to be provided or issued by the DEPARTMENT to the courts and court personnel in said BUILDINGS, shall be deemed transferred to the COURT upon the final acceptance from the contractor of the BUILDINGS by the DEPARTMENT.

(C) In the cases covered by the preceding subsections (A) and (B), the ownership of the furniture and office equipment specifically provided or issued to the personnel of the agencies under the DEPARTMENT shall remain with the DEPARTMENT.

SECTION 2. The DEPARTMENT shall turn over to the COURT the insurance policies covering and pertinent to the BUILDINGS and the contracts/agreements, and other pertinent documents, entered into by the DEPARTMENT with other parties for the construction thereof, and for the supply thereto of water, electricity and other utilities and such other documents relevant to the transfer of ownership of the BUILDINGS.

SECTION 3. The DEPARTMENT reserves the right to make, for its own account, such renovations and changes in and about the offices assigned to the NAPROS, PAO, PPA and the Registries of Deeds; Provided, That said renovations and changes shall not impair the efficient and normal use of the BUILDINGS or reduce the size of the common areas and those assigned to the courts, or affect the aesthetic qualities or the general appearance of the other offices, in particular, and the BUILDINGS, in general and; Provided, further, That such renovations and changes shall be undertaken with the prior knowledge and written approval of the COURT.

SECTION 4. The DEPARTMENT shall, for its account, maintain in good order, and undertake all repairs of, the offices in the BUILDING occupied by the NAPROS, PAO, PPA, and Registries of Deeds.

SECTION 5. All rights of the DEPARTMENT acquired under contracts for the construction of existing BUILDINGS are deemed automatically transferred/conveyed to the COURT upon the execution of this

Memorandum of Agreement, and upon the acceptance from contractors by the DEPARTMENT of BUILDINGS undergoing construction or to be hereafter constructed for the DEPARTMENT.

ARTICLE II

OBLIGATIONS OF THE COURT

SECTION 1. On all existing BUILDINGS and all new BUILDINGS whose ownership are under the Memorandum of Agreement transferred to it, the COURT shall:

- Maintain and pay all charges for the water, electricity and other utilities consumed/used in the BUILDINGS after the turn over to the COURT;
- Provide janitorial, security and other services that may be required in the BUILDINGS. Janitorial services shall cover only public and such other common areas and grounds. These shall include courtrooms, corridors, stairways, elevators, public toilets, etc., but shall not include offices and private, toilets;
- Continue to maintain insurance for the protection of the BUILDINGS;
- Repair all damages to the BUILDINGS except those caused by the fault or negligence of the offices and agencies of the DEPARTMENT, and, in general, maintain the BUILDINGS, including the grounds thereof, in good and substantial repair and condition; and
- Allow the continued and exclusive occupancy by NAPROS, PAO, PPA and Registries of Deeds of office spaces assigned to them in the BUILDINGS without any reduction of space; Provided, That if any of such offices no longer need the office space assigned for their use, the office space concerned, including the permanent or fixed improvements found therein, shall be forthwith turned over to the COURT.

ARTICLE III

DONATIONS OF LANDS/BUILDINGS TO THE COURT

SECTION 1. Nothing in this Memorandum of Agreement shall prohibit the COURT from directly accepting donations of parcels of land as sites for court houses/buildings or halls of justice, or of buildings to be used as court house or halls of justice from local government units or private parties.

SECTION 2. The DEPARTMENT shall exert its utmost for the inclusion in the budget for the JUSIP such appropriations as may be necessary for the construction of the court houses/buildings or halls of justice on the land stated in Section 1 of this Article and to undertake the construction of such court houses/buildings or halls of justices. Thereafter, Subsection B of Section 1 of Article 1 shall be applicable pro tanto.

SECTION 3. Nothing in this Memorandum of Agreement shall likewise prohibit the COURT from appropriating from the portion of its Judiciary Fund intended for equipment and facilities or from savings in appropriations whenever allowed by law, such sum as may be necessary for the construction of the court houses/buildings or halls of justice of the lots donated to it, and to provide the same with equipment, furniture and other facilities which are needed for the courts and personnel.

ARTICLE IV

CONSTRUCTION OF HALLS OF JUSTICE BY LOCAL GOVERNMENT UNITS

SECTION 1. Any local government unit may by itself and at its own expense construct court houses/buildings or halls of justice with prior knowledge and written approval of the COURT. The COURT may provide financial

assistance to the local government unit for the purchase/acquisition of office equipment, facilities or furniture as may be necessary for the use of courts and court personnel therein, or may directly acquire them for such purpose. A Memorandum of Agreement on the matter shall be executed by the local government and the COURT represented by the Chief Justice.

SECTION 2. The local government unit and the COURT may seek or solicit financial support from the DEPARTMENT for the construction of the court house/building or hall of justice under this Article. A Memorandum of Agreement shall be executed to govern any arrangement on this matter between or among the parties.

ARTICLE V

RULES AND REGULATIONS

The Rules and Regulations which shall subsequently be prescribed by the COURT through its Committee on Halls of Justice or any of its officials shall be binding upon the parties herein.

ARTICLE VI

EFFECTIVITY

This Agreement shall take effect upon its signing by the parties herein.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 9th day of June in the year of our Lord two thousand.

DEPARTMENT OF JUSTICE

SUPREME COURT OF THE PHILIPPINES

By: By:

(Signed)

(Signed)

ARTEMIO G. TUQUERO

HILARIO G. DAVIDE, JR.

Secretary

Chief Justice."

This Memorandum of Agreement took effect upon its signing on 9 June 2000.

(Sgd.)ALFREDO L. BENIPAYO

Court Administrator

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