

Republic of the Philippines PROVINCE OF CAGAYAN City of Tuguegarao



SEVENTH CITY COUNCIL

EXCERPTS FROM THE MINUTES OF THE SPECIAL SESSION OF THE SEVENTH CITY COUNCIL OF TUGUEGARAO CITY HELD ON DECEMBER 15, 2016, 9:00 A.M., THURSDAY, AT THE SANGGUNIANG PANLUNGSOD SESSION HALL

PRESENT:

Hon. Bienvenido C. De Guzman II
Hon. Danilo L. Baccay
Hon. Jude T. Bayona
Hon. Kendrick S. Calubaquib
Hon. Arnel T. Arugay
Hon. Gilbert S. Labang
Hon. Winnoco R. Abraham
Hon. Imogen Claire M. Callangan
Hon. Mary Marjorie P. Martin-Chan
Hon. Raymund P. Guzman
Hon. Grace B. Arago
Hon. Jose Pedro G. Velasco

ABSENT:

Hon. Maila Rosario T. Que Hon. Anthony C. Tuddao Sangguniang Panlungsod Member -do-

-do-

CITY RESOLUTION NO. 273-2016

RESOLUTION AUTHORIZING THE LOCAL CHIEF EXECUTIVE OF TUGUEGARAO CITY TO SIGN FOR AND IN BEHALF OF TUGUEGARAO CITY GOVERNMENT THE RENEWAL OF THE CONTRACT OF LEASE WITH THE PHILIPPINE STATISTICS AUTHORITY

WHEREAS, the Philippine Statistics Authority (PSA) has signified its intention to renew its contract of lease of the building owned by the Tuguegarao City Government with a total area of 789.75 square meters more or less for use as office space;

WHEREAS, the Tuguegarao City Government is the legitimate owner of the building located at the Tuguegarao City Hall Compound, Tuguegarao City, Cagayan;

WHEREAS, the monthly rental is thirty two thousand five hundred ninety two (P32,592.00) Philippine currency, which is equivalent to forty seven and 78/100 pesos (47.78) per square meter and shall be payable within the first ten (10) days of the succeeding month, subject to existing government accounting and auditing rules and regulations and to the availability of funds;

WHEREAS, this Contract of Lease shall be approved by proper authorities and that the Philippine Statistics Authority (PSA) agrees to the terms and conditions stipulated in the contract of lease.

NOW, THEREFORE, RESOLVE, as it is hereby RESOLVED, to authorize the Local Chief Executive of Tuguegarao City to sign for and in behalf of the Tuguegarao City Government the Contract of Lease with the Philippine Statistics Authority, represented by its Regional Director, Marilyn T. Estrada, for the use of the building as office space located at the Tuguegarao City Hall Compound, Tuguegarao City, Cagayan.

RESOLVED FURTHER, that the Contract of Lease shall take effect on January 02, 2017 and shall continue to be in force up to December 31, 2017.

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On motion of Hon. Mary Marjorie p. Martin-Chan and without any objection, CITY RESOLUTION NO. 273-2016 was APPROVED in plenary under suspended rules.

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I HEREBY CERTIFY TO THE CORRECTNESS OF THE FOREGOING:

JOEI JOSEPH I/ EGIPTO, Ph. D. Secretary to the Sangguniang Panlungsod

ATTESTED

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HON. BIENVENIDØ C. DE GUZMAN II
City Vice Mayor
Presiding Officer

al

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease made and executed this 2ND day of January 2017 at Tuguegarao City by and between **TUGUEGARAO CITY GOVERNMENT**, represented herein by its Local Chief Executive, **HONORABLE CITY MAYOR JEFFERSON P. SORIANO.**, hereinafter referred to as the **LESSOR**

and

THE REPUBLIC OF THE PHILIPPINES, through the PHILIPPINE STATISTICS AUTHORITY represented by its **NATIONAL STATISTICIAN**, **LISA GRACE S. BERSALES**, with principal office at PSA 11 Floor Centris One Bldg. EDSA Corner Avenue, Quezon City, hereinafter called the **LESSEE**.

WITNESSETH:

That the LESSEE is desirous of leasing the building with a total floor area of 789.755 sq. m. more or less for use as office space:

That for and in consideration of a total monthly rental of THIRTY TWO THOUSAND FIVE HUNDRED NINETY TWO PESOS ONLY (32,592.00), Philippine Currency, which is equivalent of forty seven and 78/100 Pesos (P47.78) per square meter. The LESSOR hereby agree to lease to the LESSEE the above-named premises. Provided, that this contract of lease shall be approved by proper authorities, and provided further, that the LESSEE, nerein fagrees to the following conditions.

1. That the Contract of Lease shall take effect January 02, 2017 and that shall it continue to be in force up to December 31, 2017, subject to renewal after December 15, 2017. Provided, however, that at the option of the LESSEE, this contract maybe terminated at any time within or before the expiration of term as herein stipulated, after service of a 60-days notice by the LESSEE to the LESSOR

2. That the monthly rental stated herein shall be payable within the first ten (10) days of the succeeding month, subject to existing government accounting and auditing rules and regulations and to the availability of funds;

3. That the LESSOR shall keep and maintain the leased premises in tenantable condition and have damages repaired within the reasonable time after notice given by the LESSEE so as not to prejudice the services nor cause harm and danger to the latter's employees; furnish electrical, water and sewer installation and similar facilities necessary for convenient use of such premises; comply with all sanitary and other health requirements of the city authorities, keep the LESSEE in quiet and peaceful enjoyment of leased premises during the existence of this contract;

4. That the LESSEE agree to pay all electrical and water consumption in the leased premises and for all the telephone as well as janitorial services on the space occupied by the LESSEE;

5. That the construction of additional partitions and similar improvements to insure the privacy of the office and other properties of the LESSEE shall be at the expense of the LESSEE. However major repairs shall be for the account of the LESSOR

6. That with the knowledge and consent of the LESSOR, the LESSEE may install fixtures and furnishing and remove them upon the termination of the

contract, PROVIDED, such removal does not cause damage to the building and finally;

7. That the LESSEE shall, upon termination of the lease, peacefully surrender unto the LESSOR the possession of the premises.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures this 2nd day of January 2017 at Tuguegarao City, Cagayan, Philippines

TUGUEGARAO CITY GOVERNMENT

ORIANO

JEFFERSO

City Mayor

lssued on ____

TIN No. 44-370-554

REPUBLIC OF THE PHILIPPINES PHILIPPINE STATISTICS AUTHORITY

FOR: LISA GRACE S. BERSALES

MARILYN STRADA Regional Director

CTC No. 34565179 Issued On 01-09-2017 Issued at TIG. CITY CAGAYAN

SIGNED IN THE PRESENCE OF:

MARY JANE C. CABAUATAN

Witness

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MILAGROS_C. ADDURU
Witness

REPUBLIC OF THE PHILIPPINES) PROVINCE OF CAGAYAN) CITY OF TUGUEGARAO)

SS.

Before me a Notary Public for and within the Province of Cagayan this _______ day of January, 2017, personally appeared MS. MARILYN T. ESTRADA with Community Tax Certificate No.______ issued on at

AND HON. JEFFERSON P. SORIANO. with Community Tax Certificate No. issued at Tuguegarao City, Cagayan on 2017 both known to me and to be known to be the same persons who executed this instrument and who upon being informed of the contents thereof duly acknowledge that the same is their free will and voluntary act and deed.

UNDER MY HAND AND SEAL , the date and place above stated.

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MAC PAUL B. SORIAND NOTAR: PUBL Unth ЮŢ_Î MUL Nn. 288992