

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT NO. 089-2025

March 20, 2025

Submitted by: COMMITTEE ON RULES, LAWS AND ETHICS

PRESENT:

HON. MARC ALDOUS C. BACCAY	- Chairman, Rules
HON. MARIA ROSARIO B. SORIANO	- Member, Rules/ zoom
HON. ARNEL T. ARUGAY	- Member, Rules/ zoom

RESOURCE PERSONS:

Atty. Gerome Pagalilauan	- Assistant City Legal Officer
Atty. Renz Umambong	- EA IV
Dr. Roderick Ramirez	- Head, CDRRMO
Mr. Juanito Calubaquib	- City Administrator
Atty. Edelyn Criselle Ventura	- Court Attorney VI
Atty. Jacinto Anton Amante	- Court Attorney V

SUBJECT:

Indorsement of City Mayor, Hon. Maila Rosario S. Ting-Que, on the Draft Memorandum of Agreement between the Tuguegarao City Government and the Supreme Court of the Philippines, through the Office of the Court Administrator, regarding the establishment of the Office of the Regional Court Manager.

FOR THE PRESIDING OFFICER:

The Members of the Committee met and deliberated on Indorsement of City Mayor, Hon. Maila Rosario S. Ting-Que, on the Draft Memorandum of Agreement between the Tuguegarao City Government and the Supreme Court of the Philippines, through the Office of the Court Administrator, regarding the establishment of the Office of the Regional Court Manager. The Committee respectfully submits the herein Committee Report and has the honor to report to this August body in session the following actions taken, its findings and recommendations.

ACTIONS TAKEN:

The committee conducted a thorough and wholistic evaluation on the Indorsement of City Mayor, Hon. Maila Rosario S. Ting-Que, on the Draft Memorandum of Agreement between the Tuguegarao City Government and the Supreme Court of the Philippines, through the Office of the Court Administrator, regarding the establishment of the Office of the Regional Court Manager on March 20, 2025.

SPST-004-00
Ref. No. _____

Resource persons were present to assist the committee in the committee deliberation.

FINDINGS:

1. The Memorandum of Agreement (MOA) concerns the establishment of the Office of the Regional Court Manager (ORCM) for the 2nd Judicial Region. This initiative is closely aligned with the Supreme Court's Strategic Plan for Judicial Innovations for the period 2022-2027.
2. The creation of the Office of the Regional Court Manager (ORCM) is part of a broader effort to enhance the efficiency and effectiveness of the judiciary. By delegating specific functions from the Office of the Court Administrator to the ORCM, the goal is to streamline operations at the regional level. This delegation allows the Office of the Court Administrator to focus more on high-level, macro-management tasks, while the ORCM handles day-today management and regional concerns.
3. The decision to establish the ORCM for Region 2 in Tuguegarao City is based on the city's strategic location, which is in close proximity to other regional line agencies. This central positioning facilitates better coordination and collaboration among these agencies, enhancing the overall efficiency of regional governance and operations.
4. The Tuguegarao City Government, has agreed to provide an office/building for use by the Office of the Regional Court Manager, 2nd Judicial Region.
5. The Memorandum of Agreement (MOA) was jointly crafted by the Tuguegarao City Government and the Supreme Court, which outlines the terms for the use of the third floor of the CDRRMO Building and all the facilities therein, with a total area of **Six Hundred Sixty (660)** square meters more or less.
6. There is a need for the passage of a resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

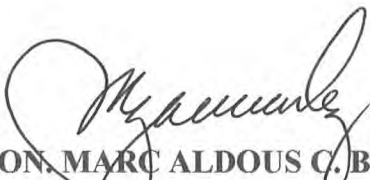
RECOMMENDATIONS:

The committee, finding the request of City Mayor Hon. Maila Rosario S. Ting-Que to be in order, with merit and beneficial to the constituents of Tuguegarao City, hereby recommends for the approval of the said Memorandum of Agreement.

The committee further recommends for the passage of a Resolution Granting Authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA with the Supreme Court of the Philippines.

Attached herewith is the Draft Resolution.

Respectfully submitted:



HON. MARC ALDOUS C. BACCAY
Chairman, Committee on Rules, Laws and Ethics



HON. MARIA ROSARIO B. SORIANO
Member, Committee on Rules, Laws and Ethics



HON. ARNEL T. ARUGAY
Member, Committee on Rules, Laws and Ethics

**DRAFT RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT
BETWEEN THE TUGUEGARAO CITY GOVERNMENT AND THE SUPREME
COURT OF THE PHILIPPINES, THROUGH THE OFFICE OF THE COURT
ADMINISTRATOR, REGARDING THE ESTABLISHMENT OF THE OFFICE OF THE
REGIONAL COURT MANAGER AND GRANTING AUTHORITY TO THE CITY
MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO SIGN FOR AND ON BEHALF
OF THE TUGUEGARAO CITY GOVERNMENT THE SAID MOA**

WHEREAS, the Memorandum of Agreement (MOA) concerns the establishment of the Office of the Regional Court Manager (ORCM) for the 2nd Judicial Region. This initiative is closely aligned with the Supreme Court's Strategic Plan for Judicial Innovations for the period 2022-2027;

WHEREAS, the creation of the Office of the Regional Court Manager (ORCM) is part of a broader effort to enhance the efficiency and effectiveness of the judiciary. By delegating specific functions from the Office of the Court Administrator to the ORCM, the goal is to streamline operations at the regional level. This delegation allows the Office of the Court Administrator to focus more on high-level, macro-management tasks, while the ORCM handles day-to-day management and regional concerns;

WHEREAS, the decision to establish the ORCM for Region 2 in Tuguegarao City is based on the city's strategic location, which is in close proximity to other regional line agencies. This central positioning facilitates better coordination and collaboration among these agencies, enhancing the overall efficiency of regional governance and operations;

WHEREAS, the Tuguegarao City Government, has agreed to provide an office/building for use by the Office of the Regional Court Manager, 2nd Judicial Region;

WHEREAS, the Memorandum of Agreement (MOA) was jointly crafted by the Tuguegarao City Government and the Supreme Court, which outlines the terms for the use of the third floor of the CDRRMO Building and all the facilities therein, with a total area of **Six Hundred Sixty (660)** square meters more or less;

WHEREAS, there is a need for the passage of a resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

WHEREAS, upon the evaluation of the subject referred, the committee recommends for the adoption and approval of the Memorandum of Agreement and granting of authority to the City Mayor to sign for and on behalf of the Tuguegarao City Government the said MOA;

NOW, THEREFORE RESOLVED, as it is hereby **RESOLVED**, to approve the Memorandum of Agreement between the Tuguegarao City Government and the Supreme Court of the Philippines, through the Office of the Court Administrator, regarding the establishment of the Office of the Regional Court Manager and to grant authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said MOA.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("**MOA**") made and entered into this _____, by and between:

The **TUGUEGARAO CITY GOVERNMENT**, a national government office existing and by virtue of the laws of the Republic of the Philippines, with office address at Enrile Boulevard, Carig Sur, Tuguegarao City, Cagayan represented herein by its City Mayor, **HON. MAILA ROSARIO S. TING-QUE**, duly authorized to enter into this Agreement, hereinafter referred to as the "**CITY GOVERNMENT**";

and

The **SUPREME COURT OF THE PHILIPPINES**, a government agency of the Republic of the Philippines, with principal office at Padre Faura Street, Ermita, Manila, represented in this Agreement by **HON. RAUL B. VILLANUEVA**, Court Administrator, pursuant to the Resolution of the Court En Banc in A.M. No. 25-02-06-SC dated February 4, 2025, hereinafter referred to as the "**SUPREME COURT**";

The **CITY GOVERNMENT** and the **SUPREME COURT** are also herein referred to collectively as the "**Parties**".

WITNESSETH:

WHEREAS, the **CITY GOVERNMENT**, through its generosity, has agreed to provide an office space/building for use by the **OFFICE OF THE REGIONAL COURT MANAGER**, 2nd Judicial Region;

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenant hereinafter specified, the **CITY GOVERNMENT** and the **SUPREME COURT**, do hereby agree:

- I. **SCOPE.** This **MOA** covers the use of the third floor of the **CDRRMO Building** and all the facilities therein, with a total area of six hundred sixty (660) square meters more or less, owned by the **CITY GOVERNMENT** located at the Enrile Boulevard, Carig Sur, Tuguegarao City, Cagayan (hereinafter referred to as the

VII. FACILITIES AND IMPROVEMENTS. The **SUPREME COURT** upon coordination with the **CITY GOVERNMENT**, 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 **DEED**.

VIII. REPAIRS. The **SUPREME COURT** shall undertake ordinary repairs required by the wear and tear due to the natural use of the **PROPERTY** and are indispensable for its preservation. On the other hand, the **CITY GOVERNMENT** shall be responsible for the extraordinary repairs. The following repairs are considered ordinary repairs:

- a. Repair of damaged floor tiles;
- b. Repair of damaged ceilings;
- c. Repair of windows and doors; and
- d. Repainting of interior walls.

IX. POSSESSION AND OWNERSHIP. The **SUPREME COURT** is granted the beneficial use of the **PROPERTY** while the **CITY GOVERNMENT** shall retain the title and ownership thereof, unless the parties agree otherwise. For the avoidance of doubt and upon expiration of this **DEED**, any movable improvements shall be removed by the **SUPREME 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 **CITY GOVERNMENT**.

X. BINDING EFFECT. This **MOA** shall bind the successors, successors-in-interest, nominees, administrators, and permitted assigns of each of the **CITY GOVERNMENT** and the **SUPREME COURT**.

XI. SEPARABILITY. 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 competent jurisdiction, all remaining provisions not otherwise affected shall continue to have full force and effect.

XII. BINDING CONTRACT: Parties to this **MOA** hereby acknowledge that they have read and understood the provisions herein and hereby express their conformity thereto and shall bind the successors, successors-in-interest, nominees, administrators, and permitted assigns of each of the **CITY GOVERNMENT** and **SUPREME COURT**.

ACKNOWLEDGMENT

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

BEFORE ME, personally appeared:

MAILA ROSARIO T. QUE ID No.

And I have known the above person, to be the same person who executed the foregoing instrument and acknowledged and sworn to before that the same is her free and voluntary act and deed as well as the institution and agency she represents.

This **MEMORANDUM OF AGREEMENT** consists of six (6) pages, including this page on which this Acknowledgement is written and signed by the parties and their witnesses at the left hand margin on each and every page, including this page.

WITNESS MY HAND AND SEAL, for and in Tuguegarao City, this
_____ day of _____, 2025.

Doc. No. _____:

Page No. _____:

Book No. _____:

Series of 2025.