





# Republic of the Philippines Province of Cagayan TUGUEGARAO CITY

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# OFFICE OF THE CITY MAYOR

30 August 2023

#### THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod This City

## Dear Presiding Officer and Members of the Sanggunian:

Herewith is the Memorandum of Agreement between the Tuguegarao City Government and the National Commission of Senior Citizens relative to the establishment of the NCSC office area for your information and appropriate action.

In view of the upcoming visit of the NCSC officials and in the interest of public service, this matter is certified as <u>URGENT</u> pursuant to Article 107 of the Implementing Rules and Regulations of the Republic Act No. 7160, or the Local Government Code of 1991.

In the name of public service,

MAILA ROSARIO S. TING-QUE City Mayor

## Copy furnished:

- OSCA
- National Commission of Senior Citizens
- City Legal Office



### MEMORANDUM OF AGREEMENT

#### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

The NATIONAL COMMISSION OF SENIOR CITIZENS, a government agency established under Republic Act No. 11350, with Office Address at Enrile Boulevard, Carig Sur, Tuguegarao City, Cagayan, represented herein by its Commissioner-in-Charge – NCSC Cluster I, COMM. REYMAR R. MANSILUNGAN, hereinafter referred to as the "NCSC";

-and-

The CITY GOVERNMENT OF TUGUEGARAO CITY, CAGAYAN, a local government unit created and existing under and by virtue of the laws of the Republic of the Philippines with Postal Address at Carig Regional Center, Enrile Boulevard, Carig Sur, Tuguegarao City, Cagayan, represented herein by its City Mayor, HON. MAILA ROSARIO S. TING-QUE, hereinafter referred to as the "LGU-Tuguegarao";

The NCSC and LGU-Tuguegarao are hereinafter referred to as "Parties".

#### WITNESSETH

WHEREAS, the NCSC is mandated to promote the advocacy of and collaboration between different stakeholders and senior citizens (SCs) to ensure the effective implementation of various programs and services, particularly on the development of SCs and advancing their health, and well-being, and ensuring a supportive and enabling environment for the elderly.

WHEREAS, the NCSC has intimated its intention to establish a satellite office in Tuguegarao City to better serve the senior citizens in the region and enhance its service delivery;

WHEREAS, the LGU-Tuguegarao, recognizing the importance of promoting the welfare of its senior citizens, has expressed its unwavering support for the establishment of the NCSC satellite office in Tuguegarao City;

WHEREAS, the LGU-Tuguegarao has generously allocated an office space within its jurisdiction to serve as the NCSC satellite office;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

#### A. PURPOSE

This Memorandum of Agreement outlines the terms and conditions for the establishment and operation of the NCSC satellite office within Tuguegarao City, to be provided by the LGU-Tuguegarao.

### B. ALLOCATION OF OFFICE SPACE

The LGU-Tuguegarao agrees to allocate an office space within its jurisdiction, located near the Office of the Senior Citizens Affairs (OSCA) at Enrile Boulevard, Carig Sur, Tuguegarao City, Cagayan, to be used exclusively by the NCSC for its satellite office.

### C. USE OF OFFICE SPACE

The office space provided by LGU-Tuguegarao shall be used exclusively by the NCSC for the fulfillment of its mandate to serve the senior citizens in the City.

The NCSC shall ensure that the office is used in a manner consistent with its objectives and in compliance with all applicable laws and regulations.

#### D. TERMS OF USE

The office space shall be provided by LGU-Tuguegarao to NCSC free of charge. The LGU-Tuguegarao shall not impose any rental fees or other charges for the use of the said office space for the entire duration of this Agreement.

# E. RESPONSIBILITIES OF NCSC

The NCSC shall be responsible for the management and operation of the satellite office, including but not limited to the following:

- a. Ensuring that the office is properly staffed and equipped to serve the needs of senior citizens:
- b. Maintaining the cleanliness, orderliness, and general upkeep of the office premises, including regular cleaning and ensuring that any necessary repairs or maintenance are promptly reported to LGU-Tuguegarao;
- c. Ensuring that the office space is used solely for the purposes outlined in this Agreement and that it is safeguarded against any misuse or unauthorized activities:
- d. Providing necessary office supplies, furniture, and equipment, and ensuring that these are properly maintained;
- e. Implementing energy-saving and waste management practices within the office to promote sustainability and reduce operating costs;
- f. Complying with all safety and security protocols as may be required by the LGU-Tuguegarao or applicable laws and regulations;
- g. Coordinating with the LGU-Tuguegarao on any alterations or improvements to the office space, which shall be subject to the approval of the LGU-Tuguegarao.

## F. DURATION AND TERMINATION

This Agreement shall take effect immediately upon signing and shall remain in force unless terminated by either party with a thirty (30) day written notice to the other party. The termination of this Agreement shall not affect any rights or obligations that have accrued prior to such termination.

#### G. AMENDMENTS

Any amendments or modifications to this Agreement shall be made in writing and signed by both parties.

#### H. MISCELLANEOUS PROVISIONS

a. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Philippines.



- b. Dispute Resolution: Any disputes arising out of or in connection with this Agreement shall be resolved amicably through mutual consultations between the parties. If such disputes cannot be resolved, they shall be submitted to the appropriate court in Tuguegarao City, Philippines.
- c. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties hereunto affix their signatures this \_\_\_\_ day of \_\_\_\_ 2024 at Tuguegarao City, Cagayan.

# FOR THE NATIONAL COMMISSION OF SENIOR CITIZENS (NCSC):

By:

REYMAR R. MANSILUNGAN

Commissioner IV NCSC, Cluster I (Region 1, 2, 3, CAR)

# FOR THE CITY GOVERNMENT OF TUGUEGARAO CITY, CAGAYAN:

By.

# HON. MAILA ROSARIO S. TING-QUE City Mayor

Signed in the Presence of: