



Republic of the Philippines  
Province of Cagayan  
Tuguegarao City

**OFFICE OF THE CITY MAYOR**



30 January 2024

**THE PRESIDING OFFICER AND MEMBERS**

Sangguniang Panlungsod  
This City

**Dear Presiding Officer and Members of the Sanggunian:**

We would like to request for a resolution authorizing the undersigned to represent, enter and sign on behalf of the City Local Government Unit of Tuguegarao *re.* attached draft Memorandum of Agreement in the implementation of the Bahayanihan Program.

For your information and appropriate action. Thank you and best regards.

In the name of public service,

  
**MAILA ROSARIO S. TING-QUE**  
City Mayor

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement (Agreement, for brevity) is made and entered into by and between:

**CITY GOVERNMENT OF TUGUEGARAO**, represented by **HON. MAILA ROSARIO S. TING-QUE**, in her capacity as the **LOCAL CHIEF EXECUTIVE**, with office address at **2<sup>nd</sup> Floor, Tuguegarao City Hall Boulevard, Regional Government Center, Carig Sur, Tuguegarao City, Cagayan, 3500**, hereinafter referred to as **“FIRST PARTY”**;

\_\_\_\_\_ as the **BENEFICIARY** of the **“BAHAYANIHAN PROGRAM,”** with address at \_\_\_\_\_, hereinafter referred to as **“SECOND PARTY”**;

**PHILIPPINE NATIONAL POLICE-TUGUEGARAO CITY CPOMPACT POLICE STATION**, represented by \_\_\_\_\_, in his/her capacity as the \_\_\_\_\_ of \_\_\_\_\_ with office address at \_\_\_\_\_, Cagayan, hereinafter referred to as **“THIRD PARTY”**;

\_\_\_\_\_ in his/her capacity as the **BARANGAY CAPTAIN** of \_\_\_\_\_, Tuguegarao City, Cagayan, where the subject house will be constructed, hereinafter referred to as **“FOURTH PARTY”**;

**WITNESSETH:**

**WHEREAS**, the **FIRST PARTY** has found a way to come up with a more sustainable **BAHAYANIHAN PROJECT** with its own fund to at least provide more disaster-resilient units for its inhabitants every year;

**WHEREAS**, this project is also in consonance with the national government’s call on the formulation of long term and sustainable programs and policies to support and facilitate housing projects to low-income earners and underprivileged families;

**WHEREAS**, the City Social Welfare and Development of LGU-Tuguegarao City has its data on families with houses made of salvaged and light materials through the results of their Family Profiling in 2021;

**WHEREAS**, the city government leads its way forward of bringing back the **BAYANIHAN SPIRIT** among capable agencies to help build homes for deserving families. It gives essence to camaraderie and unity towards building a stronger community and a heartfelt service dubbed as **“Serbisyong Nakikita, Nadarama, at Maasahan.”**;

**NOW THEREFORE**, in consideration of the foregoing premises, the parties have hereto agreed, as they hereby agree and bind themselves as follows:

## I. ELIGIBILITY REQUIREMENTS

1. The recipient must be identified under the First Priority Level in the Automated Family Data Profiling System of the City Social Welfare and Development Office (CSWDO) and subject for final validation.
2. The recipient's house is made-up of salvaged or light materials.
3. The recipient must own or has an owner-like status on the lot where his/her house is erected i.e., when the owner of the lot waives the ownership and possession through an affidavit to him/her.
4. The recipient must have school-aged child/children.
5. The recipient is willing to provide his/her counterpart as stipulated in the Roles and Responsibilities of all stakeholders.

## II. ROLES AND RESPONSIBILITIES OF THE FIRST PARTY

1. The **FIRST PARTY** shall ensure the availability and provisions of funds for the project implementation amounting to **TWO HUNDRED THOUSAND PESOS (Php 200, 000.00)** per housing unit with floor area of four-meters by five-meters concrete bungalow house **through its LOCAL FINANCE COMMITTEE** (composed of the City Budget Office, City Accounting Office, and City Treasury Office);
2. The **FIRST PARTY** through the **CITY SOCIAL WELFARE AND DEVELOPMENT OFFICE** shall identify the recipients, conduct social preparation, monitoring, and evaluation of the project;
3. The **FIRST PARTY** through the **CITY LEGAL OFFICE** shall provide assistance in terms of the recipient's legality of documents specifically on lot ownership. In the case that the recipient has an owner-like status of the lot or it has been inherited from his/her ancestors, the recipient shall be assisted in preparing necessary documents proving his ownership of the lot where the Bahayanihan project will be erected;
4. The **FIRST PARTY** through the **CITY GENERAL SERVICES OFFICE** shall provide other logistical support in the full implementation of the project;
5. The **FIRST PARTY** through **the CITY ENGINEERING OFFICE** shall prepare the Structural Plan of the project including its electrical and water system lay-out, availability and provision of gravel and sand, and shall likewise monitor the building construction to ensure its durability and resiliency. It shall also be responsible in assigning staff for an additional manpower whom shall concentrate in the project site;
6. The **FIRST PARTY** through the **CITY INFORMATION OFFICE** shall promote the project and or any other process that are valuable to the project implementation especially those that requires information dissemination;

### III. ROLES AND RESPONSIBILITIES OF THE SECOND PARTY

#### THE FAMILY OF THE SECOND PARTY SHALL:

1. To augment in the manpower during the construction of the housing unit and they shall likewise be responsible in the preparation and provision of other basic needs for the work-force like food and water;
2. To provide as their counterpart the materials for their electrical and water connections if in case the recipient does not own his/her electricity and or water connection.

*Upon completion of the project, the FAMILY OF THE SECOND PARTY is expected to comply with the following;*

1. To receive full ownership of the Bahayanihan Unit from the City Government upon its completion;
2. Not to sell the property nor transfer its ownership to non-relative individual or family;
3. To pay the cost of materials used for the project amounting to TWO HUNDRED THOUSAND PESOS (PHP 200,000.00) to the FIRST PARTY when the SECOND PARTY uses the property for rentals;
4. The family shall dwell in the property for a minimum period of **30 years**;
5. The family can develop the property and it can be transferred for inheritance to direct family members only.

### IV. ROLES AND RESPONSIBILITIES OF THE THIRD PARTY

The **THIRD PARTY** shall be responsible in the augmentation of manpower in the construction of the housing unit:

#### THE THIRD PARTY ARE;

- a. **Philippine National Police (PNP)- Police Regional Office II/ Cagayan Provincial Police Office/ Tuguegarao Component City Police Station (TCCPS)**
- b. **Philippine Navy;**
- c. **Philippine Coast Guard;**
- d. **Philippine Army;**
- e. **Armed Forces of the Philippines;**
- f. **Accredited Civil Society Organization (CSO) and People Organization (PO)**

**V. ROLES AND RESPONSIBILITIES OF THE FOURTH PARTY**

The **FOURTH PARTY** SHALL BE RESPONSIBLE OF THE FOLLOWING:

1. To augment workforce and provide the daily food consumption of the laborers if the family is assessed to be financially incapacitated;
2. To conduct a day-to-day monitoring on the status of accomplishment of the project until its completion and providing progress report thereof;
3. To monitor the compliance of the second party with the above-stated responsibilities.

**VI.** The construction of the house must comply with the Structural Plan as herein attached as **ANNEX "A"**.

**IN WITNESS WHEREOF**, we have hereunto set our hands this \_\_\_\_\_ of \_\_\_\_\_, in Tuguegarao City, Cagayan.

**HON. MAILA ROSARIO S. TING-QUE**

*City Mayor*

\_\_\_\_\_  
*Second Party*

\_\_\_\_\_  
*Third Party*

\_\_\_\_\_  
*Fourth Party*

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

**ACKNOWLEDGMENT**

Republic of the Philippines)  
Tuguegarao City ) S.S.

**BEFORE ME**, a Notary Public for and in Tuguegarao City this \_\_\_\_ day of \_\_\_\_\_ personally appeared:

Name	Identification Card	Issued On

All known to me to be the same persons who executed the foregoing instrument and hereby acknowledged to me that the same is their free and voluntary act and deed.

**WITNESS MY HAND AND NOTARIAL SEAL** this \_\_\_\_\_ at Tuguegarao City, Cagayan, Philippines.

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