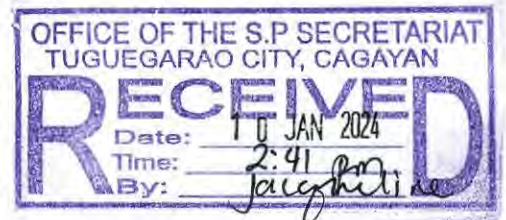




Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY



OFFICE OF THE CITY MAYOR

10 January 2024

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod
This City

Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the draft Memorandum of Agreement between the Tuguegarao City Government and Provincial Government of Cagayan relative to the **Development Assistance to LGUs** for your information and appropriate action.

This matter is certified as **URGENT** pursuant to Article 107 of the Implementing Rules and Regulations of the Republic Act No. 7160 or the Local Government Code of 1991.

Thank you!

In the name of public service,


MAILA ROSARIO S. TING-QUE

City Mayor 

Copy furnished:

- *Office of the Governor*
- *Provincial Planning and Development Office*
- *City Administrator's Office*
- *CPDO*
- *City Engineering Office*
- *City Legal Office*



Republic of the Philippines
PROVINCE OF CAGAYAN
Tuguegarao City, Cagayan

PROVINCIAL PLANNING AND DEVELOPMENT OFFICE

January 05, 2024

HON. MAILA ROSARIO TING-QUE

Mayor
Tuguegarao City, Cagayan

Madam:

Greetings!

The Office is currently processing the CY 2023 Development Assistance to LGUs in which the Provincial Government of Cagayan allocated One Million Two Hundred Fifty Thousand Pesos (P 1,250,00.00) for each component municipality and Two Million One Hundred Thousand Pesos (P 2,100,000.00) for the City of Tuguegarao.

In view hereof, may we request the submission of the necessary supporting documentary requirements, as follows:

- a. Memorandum of Agreement;
- b. Sangguniang Bayan Resolution authorizing the Local Chief Executive to enter into said Memorandum of Agreement with the Provincial Government of Cagayan;
- c. Program of Work/Purchase Request;
- d. Report of Disbursement of the previous fund transfer not yet liquidated.

Please submit the said documents soonest to facilitate the downloading of the said fund to your LGU.

Thank you and God bless.

Respectfully yours,


ROLANDO B. CALABAZARON, Jr., EnP.
Assistant Provincial Planning and Development Coordinator

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement made and entered into this _____ day of _____, 202__ at Tuguegarao City, Philippines by and between:

The **PROVINCIAL GOVERNMENT OF CAGAYAN** with principal office at the Capitol Hills, Tuguegarao City, Cagayan, herein represented by its Provincial Governor, **MANUEL MAMBA**, herein referred to as the **First Party**;

and

TUGUEGARAO CITY represented by its **Mayor MAILA ROSARIO S. TING-QUE** and herein referred to as the **Second Party**;

WITNESSETH:

WHEREAS, under Section 33 of RA 7160 otherwise known as the Local Government Code of 1991, Local Government Units may undertake cooperative undertakings for the common benefit of their constituents;

WHEREAS, the Provincial Government of Cagayan sees the importance of such joint undertaking for effective local governance in promoting good governance and general welfare;

WHEREAS, the Provincial Government of Cagayan is extending financial assistance amounting to _____ funded under the CY 2023 Development Assistance to LGUs of the Province (which shall be herewith referred to as Project Fund) to the Second Party for the _____ which shall herewith referred to as the project;

NOW THEREFORE, for and in consideration of the general welfare of the residents of _____, Cagayan, the two parties voluntarily agree and stipulate the following terms and conditions:

Section 1. **The Project.** This MOA governs the implementation for the _____ the amounting to _____.

Section 2. **Release and use of project funds.** The first party shall release to the second party the fund within ___ days from the signing of this MOA. The second party shall use the project only for the above-mentioned project;

Section 3. **Period of Implementation.** The project has to be implemented within _____ days from the release of the fund to the second party;

Section 4. **Monitoring.** The First Party shall monitor the implementation of the project in conformity with the approved Program of Work and specifications submitted;

Section 5. **Report and liquidation.** The Second Party shall provide the First Party with the appropriate report of implementation and will liquidate the project funds within thirty (30) days from the completion of the project or prior to the granting of succeeding financial assistance, if any. The Second Party, upon request of the First Party shall make available all papers, documents, reports and records relating to the project for inspection and examination.

Section 6. **Amendment.** Any modification or amendment of the terms, conditions and covenants under this Memorandum of Agreement, in order to be valid and binding must be mutually agreed upon in writing by the Parties.

Section 7. **Effectivity.** This Agreement shall take effect on the date of signing hereof by the Parties and shall be terminated upon satisfactory fulfilment of all terms and conditions embodied herein.

IN WITNESS WHEREOF, the Parties hereto affix their signatures on this instrument in Tuguegarao City, Cagayan, Philippines this _____ day of _____, 202__

**Provincial Government of Cagayan
(First Party)**

**Tuguegarao City, Cagayan
(Second Party)**

HON. MANUEL N. MAMBA
Governor

MAILA ROSARIO S. TING-QUE
City Mayor

WITNESSES

1. _____ 2. _____ 3. _____

Republic of the Philippines }
Province of Cagayan } S.S
City of Tuguegarao }

ACKNOWLEDGMENT

BEFORE ME, this ____ day of _____ 2022__, personally appeared:

NAME	COMMUNITY TAX #	DATE & PLACE OF ISSUE
_____	_____	_____
_____	_____	_____

who are known to me and to me known to be the same persons who signed this instrument and acknowledge to me that it is their free and voluntary act and deed consisting of two pages including this page in which this acknowledgement is written.

WITNESS MY HAND AND SEAL, this ____ day of _____ 202__, at
_____, Philippines.

Doc. No. _____

Page No. _____

Book No. _____

Series of 202__