



OFFICE OF THE CITY MAYOR

19 July 2024

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 Philippine Sports Commission relative to the **provision of PHP 1,000,000.00 financial support for the purchase of sports equipment**, 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:

- *Philippine Sports Commission (c/o Ms. Ivy May Obina - obina.ivymay@psc.gov.ph)*
- *City Sports Unit*
- *City Legal Office (c/o Atty. Vanessa Herrero-Verbo)*

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into this _____ day of _____ 2024 at Manila, Philippines, by and between:

The **PHILIPPINE SPORTS COMMISSION**, a national government agency created and existing by virtue of Republic Act No. 6847, with principal address at Administration Building, Rizal Memorial Sports Complex, Pablo Ocampo Sr. St., Malate, Manila, herein represented by its Chairman, **RICHARD E. BACHMANN** hereinafter referred to as the "**PSC**"

and

The **CITY GOVERNMENT OF TUGUEGARAO**, a local government unit duly organized and existing under laws of the Republic of the Philippines, with principal address at Linao-Carig Rd, Tuguegarao, Cagayan, herein represented by its City Mayor, **HON. MAILA ROSARIO S. TING-QUE**, hereinafter referred to as the "**CITY OF TUGUEGARAO**";

WITNESSETH, that:

WHEREAS, Article XIV, Section 19 of the 1987 Constitution provides that, "The State shall promote physical education and encourage sports programs, league competitions and amateur sports to foster self-discipline, teamwork and excellence for the development of healthy and alert citizenry;"

WHEREAS, Republic Act No. 6847 created the **PSC** to serve as the sole policy-making and coordinating body of all amateur sports development programs and institutions in the Philippines;

WHEREAS, the **CITY OF TUGUEGARAO** has requested for financial support for the purchase of sports equipment;

WHEREAS, the PSC, in line with its mandate under Republic Act No. 6847 to spearhead the sports promotion and development programs of the country, is committed to help ensure and favorably considered and approved the requested financial assistance for the purchase of sports equipment for the promotion of sports development in the city;

WHEREAS, the PSC has granted full authority to its Chairman to enter into this Agreement with the **CITY OF TUGUEGARAO** as provided under Board Resolution No. 617-2024 dated 30 May 2024;¹

WHEREAS, the City Mayor has been granted full authority by the Sangguniang Bayan to enter into this Agreement with PSC as provided under Sangguniang Resolution No. _____ dated _____;²

NOW, THEREFORE, for and in consideration of the foregoing premises, their mutual consent herein set forth, the Parties have agreed to the following terms and conditions:

¹ Copy of Board Resolution No. 617-2024 dated 30 May 2024 is hereto attached as Annex "A."

² Copy of Sangguniang Resolution No. _____ dated _____ is hereto attached as Annex "B."

HON. MAILA ROSARIO S. TING-QUE
CITY MAYOR, CITY GOVERNMENT OF TUGUEGARAO

RICHARD E. BACHMANN
CHAIRMAN, PHILIPPINE SPORTS COMMISSION

ARTICLE I
DUTIES AND RESPONSIBILITIES OF THE PARTIES

A. DUTIES AND RESPONSIBILITIES OF THE PSC

1. Provide financial support to the **CITY OF TUGUEGARAO**, pursuant to the General Appropriations Act of 2024, in the amount of Php1,000,000.00 for the purchase of sports equipment.
2. It is understood that for funds disbursed by PSC, it shall—
 - a. Monitor and inspect the program implementation and verify the financial records and reports of **CITY OF TUGUEGARAO** relative to the the purchase of sports equipment.
 - b. Ensure compliance with this Agreement, COA Circular No. 2007-001 and other relevant government auditing rules and regulations.
 - c. Demand the refund of unused funds or balance after project completion.
 - d. If warranted, request the COA for a special audit of the **CITY OF TUGUEGARAO** on a case-to-case basis.
3. Ensure full compliance of the provisions of this Agreement subject to existing government rules and regulations.

B. DUTIES AND RESPONSIBILITIES OF THE CITY OF TUGUEGARAO:

1. Primarily be responsible for the actual preparations, organization, management and execution of the purchase of sports equipment.
2. Conduct all its activities in accordance with the Local Government Code, Government Auditing Code and other pertinent laws, rules and regulations.
3. Receive, manage and disburse the financial support granted by PSC exclusively for all expenses necessary in carrying out the purchase of sports equipment.
4. Ensure full and proper program implementation and judicious use of the financial support granted by PSC in accordance with the provisions of this Agreement.
5. Ensure that any financial support granted by PSC will not be used for money market placement, time deposit and other forms of investment not related to the purpose for which the financial assistance was provided.
6. Keep and maintain financial and accounting records for the funds granted by PSC in accordance with relevant government auditing rules and regulations.
7. Submit to PSC the following documents, pursuant to COA Circular No. 2012-001:
 - a. Approved project expenditures or estimated expenses indicating the project objective and expected output.
 - b. Authorization by the local Sanggunian for the Local Chief Executive to enter into a contract with the PSC for the purchase of sports equipment.
 - a. Copy of the OR or its equivalent acknowledging receipt of funds transferred.
8. After completion of the project, submit to PSC financial statements, certificate of project completion and acceptance, and other documents as required under existing laws and government rules and regulations.
9. Acknowledge the PSC as one of its partners in the purchase of sports equipment and include the PSC Logo/Name in all promotional materials tri-media and social medial promotions.

HON. MAILA ROSARIO S. TING-QUE
CITY MAYOR, CITY GOVERNMENT OF TUGUEGARAO

RICHARD E. BACHMANN
CHAIRMAN, PHILIPPINE SPORTS COMMISSION

10. Refund to PSC any unutilized amount of the financial support granted for the purchase of sports equipment.

**ARTICLE II
SEVERABILITY**

The PSC and the **CITY OF TUGUEGARAO** shall act in unity and collectively to ensure the success of the purchase of sports equipment. They shall be primarily responsible insofar as their respective obligations are concerned as stipulated in this Agreement. Further, one Party shall not assume the obligations of and guarantee the actions, contracts and transactions entered into by the other Party.

Any financial responsibility for the for the purchase of sports equipment shall be assumed by the appropriate contracting Party or Parties, without prejudice to any liability of any other party. The cost of the activities and the performance of Parties' respective responsibilities shall be for the separate accounts of the Parties.

**ARTICLE III
NON-TRANSFERABILITY**

The Parties hereto undertake not to assign, transfer or convey their respective rights, titles or interest in this Agreement, or any benefits arising therefrom, without first obtaining the written consent of the other Party.

**ARTICLE IV
AMENDMENTS/PARTIAL INVALIDITY**

All amendments or revisions of any provision of this Agreement or supplements thereto shall be upon prior written mutual consent of the Parties.

If any of the provisions of this Agreement is declared by a competent court or quasi-judicial body to be null and void or unenforceable, the remaining provisions not affected by the defects shall nevertheless continue to be in full force and effect without being impaired or invalidated in any way.

**ARTICLE V
EFFECTIVITY**

This Memorandum of Agreement shall take effect upon the signing of the Parties hereto and shall be valid until the complete winding-up of the conduct of the purchase of sports equipment unless earlier terminated or revoked or cancelled for cause by giving thirty (30) days prior written notice to the other Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date and place first above-mentioned.

PHILIPPINE SPORTS COMMISSION

CITY GOVERNMENT OF TUGUEGARAO

By:

By:

RICHARD E. BACHMANN
Chairman

HON. MAILA ROSARIO S. TING-QUE
City Mayor

Signed in the presence of

JOHN PAUL M. BOLITRES
OIC – Accounting Division

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA)

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Manila, this _____, personally appeared:

Name	Government Issued ID No.	Date and Place Issued
RICHARD E. BACHMANN	Passport No. P4161720B	12/09/2019 DFA Manila

known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement consisting of five (5) pages, including the page in which this Acknowledgment is written, and who acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on the date and place above written.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2024.

HON. MAILA ROSARIO S. TING-QUE
CITY MAYOR, CITY GOVERNMENT OF TUGUEGARAO

RICHARD E. BACHMANN
CHAIRMAN, PHILIPPINE SPORTS COMMISSION

REPUBLIC OF THE PHILIPPINES)
_____)

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Name	Government Issued ID No.	Date and Place Issued
HON. MAILA ROSARIO S. TING-QUE		

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HON. MAILA ROSARIO S. TING-QUE
CITY MAYOR, CITY GOVERNMENT OF TUGUEGARAO

RICHARD E. BACHMANN
CHAIRMAN, PHILIPPINE SPORTS COMMISSION