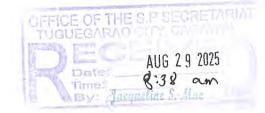
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Republic of the Philippines Province of Cagayan TUGUEGARAO CITY

Phone number: 0953-588-3721 | email address: cmotuguegaraocity@gmail.com

OFFICE OF THE CITY MAYOR

28 August 2025

THE HONORABLE MEMBERS

Sangguniang Panlungsod This City

Thru: HON. ROSAURO RODRIGO G. RESUELLO

Vice Mayor and Presiding Officer

Dear Honorable Members of the Sanggunian:

Herewith is the Memorandum of Agreement between the Tuguegarao City Government and the Integrated Bar of the Philippines relative to the establishment of Legal Aid Program, for your information and appropriate action.

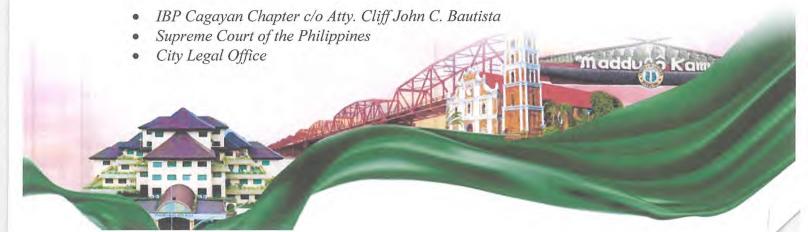
This matter is certified as <u>URGENT</u> pursuant to Article 107 of the Implementing Rules and Regulations of the Republic Act No. 7160, or the Local Government Code of 1991.

Thank you!

In the name of public service,

MAILA ROSARIO S. TING-QUE City Mayor

Copy furnished:





INTEGRATED BAR OF THE PHILIPPINES CAGAYAN CHAPTER

Hall of Justice, Regional Center, Carig, Tuguegarao City, Cagayan

Landline Number: (078) 846-8446 Email Address: <u>ibpcagayan@ibp.ph</u>

CHAPTER OFFICERS (2025-2027)

CLIFF JOHN C. BAUTISTA
President

RONALD L. BRILLANTES
Vice President

MA. LOUIE INNA GRACIA L. CUMAGUN Secretary

RAAMAH ELISHA M. DADHWAL Assistant Secretary

JOSE BENJAMIN Q. KANAPI Treasurer

AMMIEL FAITH C. ABELA Assistant Treasurer

MARK MICHAEL M. RESUELLO
Auditor

PAULA FRANCESCA A. BARIUAN
Public Relations Officer

CARMELIE P. CUMIGAD Community Relations Officer

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Deputy Legal Aid Director

MARK ANGELO B. TARUC Deputy Legal Aid Director

VIXID ROLE T. TAMAYO Head, Technical Working Group

JERALPH G. PERUCHO Head, Technical Working Group 8 August 2025

HON. MAILA ROSARIO S. TING-QUE

City Mayor

Tuguegarao City, Cagayan

THRU: ATTY. RODERICK S. IQUIN City Legal Officer

Dear Mayor Ting-Que:

The Integrated Bar of the Philippines – Cagayan Chapter extends its sincere regards and appreciation to the Local Government Unit of Tuguegarao City for its continued commitment to good governance, access to justice, and the promotion of the rule of law.

In line with our shared aspiration to serve the indigent and marginalized constituents of the province, and in fulfillment of our professional and institutional mandates, we respectfully express our intent to formalize a partnership with the City Government through a Memorandum of Agreement (MOA). This proposed MOA aims to establish a Legal Aid Program that will provide free legal assistance, legal counseling, representation, and other related services to qualified residents of Tuguegarao City.

In furtherance of this objective, we are pleased to submit a **draft Memorandum of Agreement** for your review and consideration. We hope that the provisions therein reflect our mutual goals and expectations, and we remain open to any revisions, clarifications, or enhancements that may be deemed necessary by your office.

We look forward to a meaningful and productive collaboration between the IBP Cagayan Chapter and the Local Government Unit of Tuguegarao City in advancing access to justice and public legal service.

Should you require any clarification or wish to set a meeting to discuss this matter further, please feel free to contact us at your earliest convenience.

Thank you for your kind attention and continued support.

Respectfully,

CLIFF JOHN C. BAUTISTA
President, IBP Cagayan Chapter

MEMORANDUM OF AGREEMENT

(between The Local Government Unit of Tuguegarao City and The Integrated Bar of the Philippines – Cagayan Chapter for the Legal Aid Program)

This Memorandum of Agreement ("Agreement") is entered into this __day of _____, 2025, by and between:

THE LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY, a local government unit duly organized and existing under Philippine laws, with principal office at Carig, Tuguegarao City, Cagayan, represented herein by the City Mayor, MAILA ROSARIO S. TING-QUE, hereinafter referred to as the "LGU Tuguegarao";

-and-

THE INTEGRATED BAR OF THE PHILIPPINES – CAGAYAN CHAPTER, a local chapter of the Integrated Bar of the Philippines, the official organization of all lawyers in the Philippines, with principal office at Bulwagan ng Katarungan Hall, Carig Sur, Tuguegarao City, Cagayan, represented herein by its Chapter President, CLIFF JOHN C. BAUTISTA, hereinafter referred to as the "IBP-CAGAYAN";

WITNESSETH:

WHEREAS, the parties recognize the imperative to ensure and enhance access to justice, particularly for indigent and marginalized sectors within the City of Tuguegarao;

WHEREAS, both parties share a common commitment to uphold the right to legal assistance and to contribute meaningfully to the delivery of public legal services as a form of social justice;

WHEREAS, the LGU Tuguegarao City, as part of its good governance agenda, actively seeks to strengthen public service delivery through inclusive and collaborative programs with civic and professional partners, particularly in the promotion of justice, equity, and human rights;

WHEREAS, the parties acknowledge the necessity of fostering cooperative efforts between government and the legal profession to effectively reach underserved communities through structured and sustainable legal aid programs;

WHEREAS, the IBP-CAGAYAN, in fulfillment of its organizational mandate and in accordance with relevant legal frameworks, supports initiatives that allow its members to provide legal services to the public without cost, including pursuant to existing Supreme Court rules and issuances;

WHEREAS, the Supreme Court, in A.M. No. 22-11-01-SC (Rules on the Unified Legal Aid Service), requires the rendering of pro bono legal aid services by non-exempt members of the bar as part of their professional responsibility;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. OBJECTIVE

To implement and institutionalize a collaborative Legal Aid Program designed to provide free legal services—including counseling, assistance, representation, and legal literacy activities—to qualified residents of Cagayan, with the aim of promoting justice, equity, and public service.

2. SCOPE OF SERVICES

- a. The **IBP-CAGAYAN**, through its member-lawyers, shall render pro bono legal aid services, including but not limited to:
 - Legal counseling and consultation;
 - Assistance in the preparation of legal documents;
 - Representation before administrative and judicial bodies;
 - Participation in legal clinics, outreach programs, and public legal education sessions.

- b. The LOCAL GOVERNMENT UNIT, through the City Legal Office, shall:
 - Coordinate with IBP-CAGAYAN in identifying qualified beneficiaries of the Legal Aid Program;
 - Extend logistical and administrative support as may be necessary for the implementation of legal aid activities;
 - Provide venues, materials, and manpower, when applicable, to support the conduct of legal aid missions and related programs.

3. PRO BONO LEGAL AID SERVICE CREDIT

- a. Legal aid services rendered by member-lawyers of IBP-CAGAYAN under this Agreement shall be recognized and may be credited toward their pro bono service requirements under A.M. No. 22-11-01-SC and any other applicable rules.
- b. The IBP-CAGAYAN shall maintain an accurate and updated record of services rendered under this Agreement, and shall ensure timely reporting for purposes of compliance and internal documentation.

4. RECORDS AND CONFIDENTIALITY

- a. The IBP-CAGAYAN and the LOCAL GOVERNMENT UNIT, through the City Legal Office, shall jointly maintain records of clients assisted through the Legal Aid Program, ensuring accurate documentation for monitoring and evaluation purposes.
- b. All information, documents, and records pertaining to clients shall be treated with strict confidentiality in accordance with:
 - The Code of Professional Responsibility and Accountability;
 - The Data Privacy Act of 2012;
 - Section 20 of A.M. No. 22-11-01-SC;
 - Other applicable laws and regulations.
- c. Access to such records shall be limited to duly authorized personnel of both parties, and solely for the purpose of program implementation, reporting, and compliance.

5. JOINT LEGAL AID OVERSIGHT COMMITTEE

- a. A Joint Legal Aid Oversight Committee (JLAOC) shall be constituted to supervise, monitor, and evaluate the implementation of this Agreement and ensure that objectives are effectively met.
- b. The Committee shall be composed of the following members:
 - Chairperson The City Legal Officer, or his/her duly designated representative;
 - Vice-Chairperson The IBP-Cagayan Chapter President, or his/her duly designated representative;
 - Members:
 - o One (1) representative from the City Legal Office;
 - One (1) representative from the Office of the City Mayor;
 - o Two (2) members of the IBP-Cagayan Chapter designated by the Chapter President;
 - One (1) representative from the Provincial Social Welfare and Development Office (PSWDO), in an advisory capacity.
- c. The JLAOC shall have the following functions:
 - Oversee and coordinate the planning and implementation of legal aid activities;
 - Facilitate scheduling of legal aid clinics and outreach missions;
 - Resolve operational issues and recommend improvements to the Legal Aid Program;
 - Consolidate reports and ensure compliance with applicable reporting requirements under the ULAS;
 - Propose amendments or policy recommendations related to this Agreement;
 - Ensure equitable distribution of legal aid workload and fair access among constituents.
- d. The Committee shall meet at least once every quarter or as often as may be necessary upon request of the Chairperson or Vice-Chairperson.

- e. The JLAOC may create technical working groups (TWGs) as necessary to support program implementation and evaluation.
- f. All actions and resolutions of the Committee shall be duly documented and shall be subject to approval by the parties, if such actions involve amendments or additional obligations under this Agreement.

6. DURATION

This Agreement shall take effect immediately upon signing by the duly authorized representatives of both parties and shall remain in force unless sooner terminated by mutual agreement or for cause as provided herein.

7. AMENDMENT

Any amendment, revision, or modification to this Agreement shall be made in writing and shall take effect only upon approval and signature by the authorized representatives of both parties.

8. TERMINATION

This Agreement may be terminated by either party for just cause or by mutual consent, provided that written notice is given at least thirty (30) days prior to the intended date of termination. Obligations incurred prior to the termination shall remain enforceable.

9. SEPARABILITY CLAUSE

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and binding, and shall not be affected thereby.

10. EFFECTIVITY

This Agreement shall be effective immediately upon its signing by the duly authorized representatives of both parties.

IN WI	TNESS WHEI	REOF, the parties hav	e hereunto set their
hands this	day of	, 2025, at	, Philippines.

LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY

Represented by:

MAILA ROSARIO S. TING-QUE

City Mayor Gov't Issued ID No. Issued On: Expires On:

INTEGRATED BAR OF THE PHILIPPINES

Represented by

CLIFF JOHN C. BAUTISTA
IBP-Cagayan Chapter President
Gov't Issued ID No.
Issued On:
Expires On:

SIGNED IN THE PRESENCE OF:

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the Province of Cagayan, on this ______ personally appeared the above-named persons, who are identified by me through their competent evidence of identity to be the same persons who executed the foregoing Agreement and acknowledged to me that the same is their free act and voluntary will.

The foregoing instrument identified as a MEMORANDUM OF AGREEMENT consists of seven (7) pages including the page on which this acknowledgement is written, has been signed by the parties and their witnesses.

WITNESS MY HAND AND MY SEAL on the date and at the place first above-written.

Doc No. Page No. Book No. Series of 2025