



Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY



◆NINTH CITY COUNCIL◆

COMMITTEE REPORT

January 9, 2024

Submitted by:

**COMMITTEE ON INFRASTRUCTURE AND PUBLIC UTILITIES
COMMITTEE ON RULES, LAWS, AND ETHICS**

PRESENT:

HON. MARK ANGELO B. DAYAG	-Chairman, Committee on Infrastructure and Public Utilities
HON. MARY MARJORIE P. MARTIN-CHAN	-Vice Chair, Committee on Infrastructure and Public Utilities <i>(Via Zoom)</i>
HON. MARC ALDOUS C. BACCAY	-Chairman, Committee on Rules, Laws, and Ethics -Member, Committee on Infrastructure and Public Utilities
HON. JUDE T. BAYONA	-Vice Chairman, Committee on Rules, Laws, and Ethics
HON. RONALDO S. ORTIZ	-Member, Committee on Infrastructure and Public Utilities
HON. GRACE B. ARAGO	-Member, Committee on Rules, Laws, and Ethics <i>(Via Zoom)</i>
HON. ARNEL T. ARUGAY	-Member, Committee on Rules, Laws, and Ethics <i>(Via Zoom)</i>

RESOURCE PERSONS:

ATTY. RODERICK S. IQUIN	- Head, City Legal Office
ROLANDO B. CALABAZARON, JR.-	- Cagayan Provincial Planning and Development Office

FOR THE PRESIDING-OFFICER:

The Joint Committee met and deliberated on the referral:

COMMITTEE REPORT NO. 09-2025

SUBJECT:

“Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Deed of Donation between Tuguegarao City Government and the Provincial Government of Cagayan regarding the donation of a brand-new Wheel Type Excavator 0.3 Cubic meter Bucket Capacity-Diesel”

ACTION TAKEN:

The members of the committees met to discuss the subject matter with the presence of the resource persons.

FINDINGS:

- 1.) Hon. City Mayor Maila Rosario S. Ting-Que indorsed to the Ninth City Council the draft Deed of Donation between the Tuguegarao City Government and the Provincial

Government of Cagayan regarding the donation of a brand-new Wheel Type Excavator 0.3 Cubic meter Bucket Capacity-Diesel.

- 2.) The donated property is the second unit for Tuguegarao City funded under the “No Town Left Behind” program of the Provincial Government of Cagayan for the Year 2024.
- 3.) The Wheeled Backhoe shall be for public use and public purposes within the territorial jurisdiction of Tuguegarao City.
- 4.) The final provision on Page three of the Deed is amended to appear as:

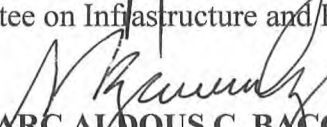
“If the backhoe will be used for any purpose other than those specified in this Deed of Donation, the donor reserves the right to reclaim the donated property or designate another local government unit or agency that can utilize it for public purposes.”

RECOMMENDATION:

After finding the subject Deed of Donation to be in order, the Joint Committee favorably recommends its approval with minor amendments and further recommends that the City Mayor, Honorable Maila Rosario S. Ting-Que, be authorized to sign the said Deed of Donation on behalf of the City Government of Tuguegarao.

Respectfully Submitted by:

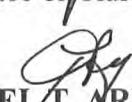

HON. MARK ANGELO B. DAYAG
Chairman, Committee on Infrastructure and Public Utilities

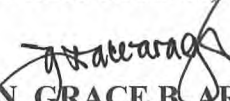

HON. MARC ALDOUS C. BACCAY
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Member, Committee on Infrastructure and Public Utilities


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HON. ARNEL T. ARUGAY
Member, Committee on Rules, Laws and Ethics


HON. GRACE B. ARAGO
Member, Committee on Rules, Laws and Ethics

CITY RESOLUTION NO. _____

**RESOLUTION APPROVING THE DEED OF DONATION BETWEEN THE
TUGUEGARAO CITY GOVERNMENT AND THE PROVINCIAL GOVERNMENT OF
CAGAYAN FOR THE DONATION OF A WHEEL TYPE EXCAVATOR 0.3 CUBIC
METER BUCKET CAPACITY-DIESEL AND AUTHORIZING THE CITY MAYOR,
HON. MAILA ROSARIO S. TING-QUE, TO SIGN FOR AND ON BEHALF OF THE
TUGUEGARAO CITY GOVERNMENT THE SAID DEED OF DONATION**

WHEREAS, Section 455 of Republic Act 7160, otherwise known as the Local Government Code of 1991, provides that local chief executives shall represent the City in all its business transactions and sign in its behalf all bonds, contracts and obligations, and such other documents upon authority of the Sangguniang Panlungsod or pursuant to law or ordinance;

WHEREAS, Section 22 (c) of Republic Act No. 7160, otherwise known as the Local Government Code, grants the power to the Local Chief Executive to enter into contracts on behalf of the local government unit with prior authorization by the Sangguniang Panlungsod;

WHEREAS, the City Mayor, Hon. Maila Rosario S. Ting-Que, requested the Ninth City Council for an authority to sign for and on behalf of the Tuguegarao City Government the Deed of Donation with the Provincial Government of Cagayan for the donation of a Wheel Type Excavator 0.3 Cubic Meter Bucket Capacity-Diesel;

WHEREAS, the said donation was funded under the No Town Left Behind Program of the Provincial Government of Cagayan for the Year 2024;

WHEREAS, the Provincial Government of Cagayan donates the said equipment in the spirit of advancing public service and development within Tuguegarao City and for the benefit of its people;

WHEREAS, the Wheeled Backhoe shall be for public use and public purposes within the territorial jurisdiction of Tuguegarao City;

WHEREAS, the said equipment is described as follows:

Equipment Number	-	CXG08075YR1W16157
Engine Model	-	YCF3065-T300
Engine Number	-	30C3WBR70019

WHEREAS, the Ninth City Council during its 121st Regular Session held on January 14, 2025 deemed it necessary to approve the herein request.

NOW, THEREFORE, RESOLVE, as it is hereby **RESOLVED**, to approve the Deed of Donation between the Tuguegarao City Government and the Provincial Government of Cagayan for the donation of a Wheel Type Excavator 0.3 Cubic Meter Bucket Capacity-Diesel and to authorize the City Mayor, Hon. Maila Rosario S. Ting-Que, to sign for and on behalf of the Tuguegarao City Government the said Deed of Donation.

RESOLVED FURTHER, to furnish a copy of this resolution to the Provincial Government of Cagayan for information and proper action.

On joint motion, **CITY RESOLUTION NO. _____** was **APPROVED**.

X-X-X

DEED OF DONATION

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Donation is made and executed this ____ day of _____, 2024, in the _____, Cagayan, by and between:

THE PROVINCIAL GOVERNMENT OF CAGAYAN, a political subdivision of the Republic of the Philippines, represented herein by its Provincial Governor, **MANUEL N. MAMBA**, with principal office at the Provincial Capitol, Tuguegarao City, Cagayan, *hereinafter referred to as the "DONOR"*;

-and-

THE LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY, represented herein by its City Mayor, **MAILA ROSARIO S. TING-QUE**, with office address at Tuguegarao City, Cagayan, *hereinafter referred to as the "DONEE"*;

WITNESSETH THAT:

WHEREAS, the DONOR is the lawful owner of a **BRAND NEVV WHEEL TYPE EXCAVATOR 0.3 CUBIC METER BUCKET CAPACITY-DIESEL**, *hereinafter referred to as the "Donated Property,"* particularly described as follows:

Equipment Number	Engine Model	Engine Number
CXG08075YR1W16157	YCF3065-T300	30C3WBR70019

which is in good operating condition and is suitable for public works purposes;

WHEREAS, the DONOR, in the spirit of advancing public service and development within the jurisdiction of the DONEE, wishes to donate the said Donated Property for the benefit of the people within the locality of the DONEE;

WHEREAS, the DONEE has expressed its willingness to accept the donation of the Wheeled Backhoe under the terms and conditions specified herein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the DONOR hereby freely, voluntarily, and irrevocably donates the above described Donated Property to the DONEE under the following terms and conditions:

TERMS AND CONDITIONS

1. PURPOSE OF DONATION

The Wheeled Backhoe shall be used solely for public use and public purposes within the territorial jurisdiction of the DONEE. These public purposes shall include, but are not limited to:

- Maintenance and construction of public roads;
- Digging and maintenance of canals and drainage systems;
- Quarry operations and excavation for public infrastructure projects;
- Any other legitimate public utility purpose, as determined by the DONEE, that directly benefits the community.

Furthermore, the DONOR reserves the right to request the use of the Wheeled Backhoe for public purposes within the locality of the DONEE when necessary. The DONEE agrees to make the Donated Property available to the DONOR for such public use, provided that the use does not interfere with the DONEE's operations.

2. MAINTENANCE AND OPERATIONAL EXPENSES

All expenses related to the operation, maintenance, and operational expenses of the Wheeled Backhoe, including but not limited to fuel, lubricants, repairs, and regular servicing such as oil changes, shall be exclusively borne by the DONEE. The DONEE shall ensure that the Donated Property is kept in good working condition and is maintained in accordance with the specifications of manufacturer.

3. OPERATOR QUALIFICATION

The Wheeled Backhoe shall only be operated by a qualified operator who possesses the requisite -training, skills, and, if necessary, **NC II TESDA accreditation** or its equivalent. The DONEE shall ensure that any operator employed to operate the Wheeled Backhoe is properly certified and competent to handle the equipment.

4. RESTRICTION ON USE

The Donated Property shall not be used for private, commercial, or profit-generating activities. In the event of any use other than for public purposes, the DONOR reserves the right to revoke this donation and reclaim the Donated Property. The DONEE shall ensure that no misuse of the Donated Property occurs during its possession.

5. REVOCATION CLAUSE

The DONOR reserves the right to revoke this Deed of Donation at any time in the event that the DONEE violates any of the terms set forth herein, particularly the misuse of the Wheeled Backhoe for private or non-public purposes. Upon such violation, the DONOR shall serve notice of revocation, and the DONEE shall return the Donated Property to the DONOR within thirty (30) days from receipt of the notice.

6. LIABILITY FOR DAMAGES

The DONEE shall be responsible for any loss or damage to the Wheeled Backhoe arising from negligence, improper use, or lack of maintenance. The DONEE shall bear all costs necessary for the repair or replacement of the equipment, should such loss or damage occur.

7. NON-TRANSFERABILITY

The DONEE shall not, under any circumstance, transfer, assign, or lease the Donated Property to any third party, whether for public or private use, without the express written consent of the DONOR. Any unauthorized transfer or disposition shall result in the automatic revocation of this Deed of Donation.

If the backhoe will be used for any purpose other than those specified in this Deed of Donation, the donor reserves the right to reclaim the donated property or designate another local government unit or agency that can utilize it for public purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2025, in _____, Philippines.

PROVINCIAL GOVERNMENT OF CAGAYAN
Donor

Represented by the Provincial Governor:

MANUEL N. MAMBA

Accepted by:

LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY
Donee

Represented by the City Mayor:

MAILA ROSARIO S. TING-QUE

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

Republic of the Philippines)
_____) S.S

BEFORE ME, a Notary Public for and in the Province of Cagayan, this _____ day of _____, 2025, personally appeared:

Name:	Government Issued ID No.:	Issued By:
MANUEL N. MAMBA	Passport No. P0037657C	DFA Tuguegarao
MAILA ROSARIO S. TING-QUE		

known to me and to me known to be the same persons who executed the foregoing Deed of Donation and acknowledged to me that the same are their free and voluntary act and deed, as well as that of the Provincial Government of Cagayan and the Local Government Unit of which they represent.

This instrument, consisting of five (5) pages, including this page on which this acknowledgment is written, has been signed on the left margin of each and every page by the parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, this _____, day of _____, 2025.

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