

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

TENTH CITY COUNCIL

COMMITTEE REPORT NO. 55 -10-2025

October 02, 2025

Submitted by: COMMITTEE ON RULES, LAWS, AND ETHICS

PRESENT:

HON. MARC ALDOUS C. BACCAY	- Chairman, Rules
HON. JUDE T. BAYONA	- Vice Chair, Rules
HON. RONALD S. ORTIZ	- Member
HON. TIRSO V. MANGADA	- Member

RESOURCE PERSON:

ATTY. RODERICK S. IQUIN	- City Legal Officer
ATTY. JOSE BENJAMIN Q. KANAPI	- IBP Representative
ATTY. MA. CECILLE ALEXANDRA B. TAGUIAM	- IBP Representative

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, concerning the Memorandum of Agreement (MOA) between the Tuguegarao City Government and the Integrated Bar of the Philippines (IBP) relative to the establishment of a Legal Aid Program.

FOR THE PRESIDING OFFICER:

The Committee convened to discuss and deliberate on the Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, regarding the Memorandum of Agreement between the Tuguegarao City Government and the Integrated Bar of the Philippines for the establishment of a Legal Aid Program.

The Committee respectfully submits this **Committee Report** and has the honor to present to this august body the following **actions taken, findings, and recommendations**:

ACTIONS TAKEN:

The Committee conducted a thorough evaluation of the Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Memorandum of Agreement between the Tuguegarao City Government and the Integrated Bar of the Philippines relative to the establishment of Legal Aid Program.

FINDINGS:

1. 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.
2. The IBP Cagayan Chapter President, Cliff John C. Bautista, in his letter dated August 8, 2025, to the Honorable City Mayor, expressed their intent to formalize a partnership

with the Tuguegarao City Government through a Memorandum of Agreement. This 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.

3. The IBP Cagayan Chapter is one of the most productive and active IBP Chapter in Luzon area.
4. The devised Legal Aid Program is not only confined to legal advice/services and representation but also conduct outreach programs and trainings.
5. A draft Memorandum of Agreement was presented to the Committee for review, clarification, revision, and enhancement.
6. There is a need for the creation of a Joint Legal Aid Oversight Committee to supervise, monitor, and evaluate the implementation of the Memorandum of Agreement.


RECOMMENDATIONS:

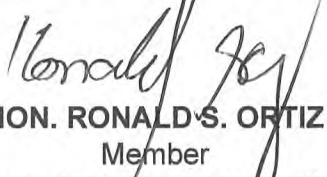
After a careful review of the Memorandum of Agreement and finding the terms and conditions stipulated in the said MOA particularly on the roles and responsibilities of both parties to be in order, with merit and beneficial to the City Government and the general public, the Committee favorably recommends its approval with the following suggestions:

- a. The duration of the MOA shall be for the period of two (2) years.
- b. Possible provisions of an office space and augmentation of manpower.
- c. Provision of a desk used by the IBP Cagayan Chapter during People's Day.

The Committee further recommends the **passage of a Resolution** Granting Authority to the City Mayor, Hon. Maila Rosario S. Ting-Que to sign the **Memorandum of Agreement** with the IBP Cagayan Chapter on behalf of the Tuguegarao City Government.

Respectfully submitted:


ATTY. MARC ALDOUS C. BACCAY
Chairman
Comm. on Rules, Laws & Ethics


HON. RONALD S. ORTIZ
Member
Comm. on Rules, Laws & Ethics


HON. JUDE T. BAYONA
Vice Chairman,
Comm. on Rules, Laws & Ethics


HON. TIRSO V. MANGADA
Member
Comm. on Rules, Laws and Ethics



BAGONG PILIPINAS

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 **URGENT** pursuant to Article 107 of the Implementing Rules and Regulations of the Republic Act No. 7160, or the Local Government Code of 1991.

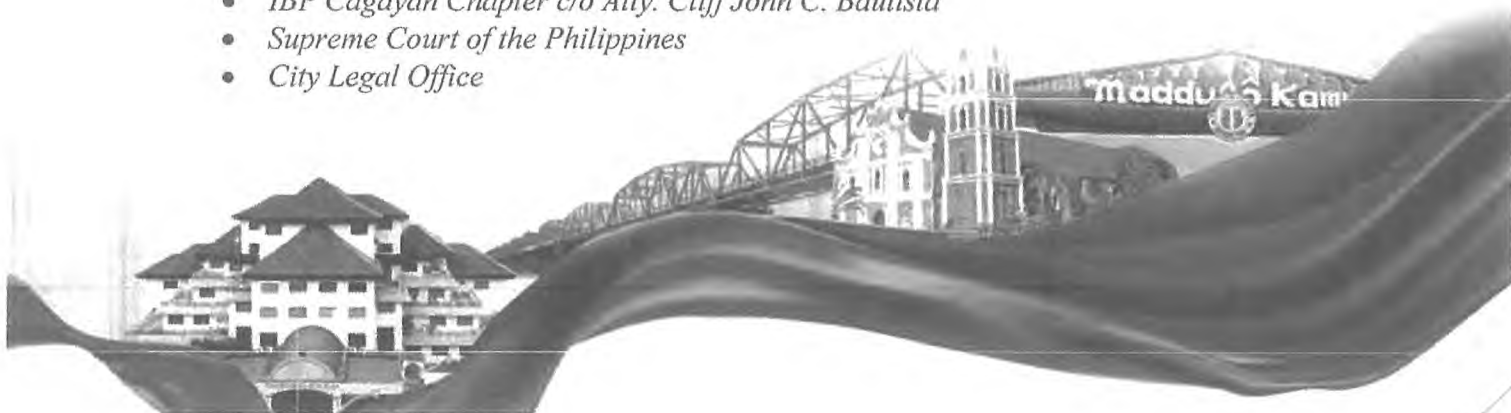
Thank you!

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor

Copy furnished:

- IBP Cagayan Chapter c/o Atty. Cliff John C. Bautista
- Supreme Court of the Philippines
- City Legal Office





INTEGRATED BAR OF THE PHILIPPINES CAGAYAN CHAPTER

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

Landline Number: (078) 846-8446

Email Address: ibpcagayan@ibp.ph

CHAPTER OFFICERS (2025-2027)

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RONALD L. BRILLANTES
Vice President

**MA. LOUIE INNA GRACIA L.
CUMAGUN**
Secretary

RAAMAH ELISHA M. DADHWAL
Assistant Secretary

JOSE BENJAMIN Q. KANAPI
Treasurer

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MARK MICHAEL M. RESUELLO
Auditor

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Public Relations Officer

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Community Relations Officer

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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;

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:**
 - One (1) representative from the City Legal Office;
 - One (1) representative from the Office of the City Mayor;
 - 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.

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- 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 WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2025, at _____, Philippines.

SIGNED IN THE PRESENCE OF:

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

Represented by

INTEGRATED BAR OF THE PHILIPPINES

MAILA ROSARIO S. TING-QUE
City Mayor
Gov't Issued ID No.
Issued On:
Expires On:

Represented by:

LOCAL GOVERNMENT UNIT OF TUGUEGARAO CITY

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

