



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TOPIC	CONTROL NUMBER	
<i>Education, Science and Technology</i>		RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACCOOR AND GOLDEN ARABLE FARM REGARDING THE IMPLEMENTATION OF TESDA CIRCULAR NO. 131-2019, KNOWN AS "TULONG TRABAHO SCHOLARSHIP PROGRAM".	PCR-180-2023	
VENUE	S.P. Session Hall, 2 nd Floor, Bacoor Government Center		DATE/TIME	09 January 2023 11:00 AM

**COMMITTEE REPORT
No. EST-001-S-2023**

The Technical Education and Skills Development Authority (TESDA) issued TESDA Circular No. 131-2019 or the *"Implementing Guidelines for the Tulong Trabaho Scholarship Program"*, Golden Arable Farm Corporation (Golden Arable), a training and learning site for agriculture expressed its willingness to partner with the City Government of Bacoor by submitting a draft Memorandum of Agreement, which will provide trainings for Bacooreños without giving a single cost and assist the qualified scholars for a job opportunity which is favorable to Bacooreños.

The Committee resolved to authorize the City Mayor to sign the Memorandum of Agreement as mentioned above which will benefit and alleviate the lives of its local constituents.

RECOMMENDATION:

The Committee on Education, Science and Technology headed by Hon. Victorio L. Guerrero, Jr. recommends the **APPROVAL** of the above subject matter before the members of the city council while the Internal Rules were **SUSPENDED** during the 25th regular session of the Sangguniang Panlungsod.


WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 9th day of January 2023 at the City of Bacoor, Cavite.

COMMITTEE ON EDUCATION, SCIENCE AND TECHNOLOGY



HON. VICTORIO L. GUERRERO, JR.
Chairman



HON. ROGELIO M. NOLASCO
Vice Chairman



HON. CATHERINE S. EVARISTO
Member



HON. MAC RAVEN ESPIRITU
Member



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**MINUTES OF COMMITTEE HEARING
No. EST-001-S-2023**

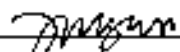
The draft Memorandum of Agreement was attached in an endorsement letter to Sangguniang Panlungsod from the Office of the Mayor requesting to perform necessary reviews to grant authority to Hon. Strike B. Revilla, on behalf of the City Government of Bacoor, to enter and sign the said Memorandum of Agreement with Golden Arable Farm Corporation.

The Golden Arable Farm Corporation (Golden Arable) is an accredited training and learning site for agriculture by the Agriculture Training Institute. In compliance to TESDA Circular No. 131-2019 or the *"Implementing Guidelines for the Tulong Trabaho Scholarship Program"*, Golden Arable manifests its willingness to partner with the City Government of Bacoor for effective implementation of the program. The trainings and seminars shall be provided by the Golden Arable as well as the facilities and premises to be used during training of qualified grantees/beneficiaries/scholars at no cost.

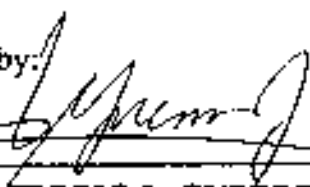
The objective of partnership is to assist Bacoreños by conducting trainings for a decent job opportunity and employment. The term of agreement is one (1) year upon signing of both parties.

The committee found the proposed Memorandum of Agreement drafted accordingly and favorable to both parties and beneficial to the Bacoor residents.

Prepared by:



JENIFER R. LEGASPI
Local Legislative Staff Asst. 1

Attested by: 

HON. VICTORIO L. GUERRERO, JR.
Chairperson
Committee on Education, Science and Technology



F.1.4 PCR 180-2023 – RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND GOLDEN ARABLE FARM REGARDING THE IMPLEMENTATION OF TESDA CIRCULAR NO. 131-2019, KNOWN AS “T ULONG TRABAHO SCHOLARSHIP PROGRAM”.



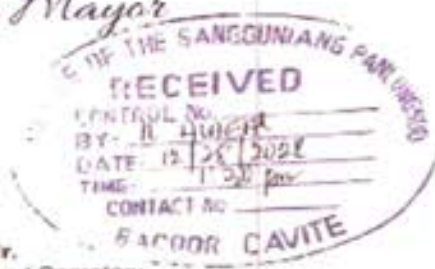
Republic of the Philippines
Province of Cavite

CITY OF BACOOR

Office of the Mayor

December 27, 2022

HON. MICHAEL E. SOLIS
Acting Vice Mayor, City of Bacoor
Bacoor Government Center
Bacoor City, Cavite



THRU: Atty. Khalid Atega, Jr.
Sanggunian Panlungsod Secretary

SUBJECT: Request for Authority to Enter Into and Sign the Memorandum of Agreement with Golden Arable Farm

Dear Hon. Solis:

Republic Act No. 7160 mandated every local government unit to encourage and support, within their respective territorial jurisdictions, the development of appropriate and self-reliant scientific and technological capabilities in order to promote full employment among their residents. The Golden Arable Farm Corporation (Golden Arable), a training and learning site for agriculture by the Agricultural Training Institute, expressed its willingness to partner with the City Government of Bacoor to implement TESDA Circular No. 131-2019, *Tulong Trabaho Scholarship Program*.

Attached herewith, for your reference, is the draft Memorandum of Agreement between the City Government of Bacoor and Golden Arable whereby the latter will provide scholarship grants and permit use of training facilities to the former for the implementation of the above program at no cost for conducting the training which will be participated by qualified scholars.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate actions that will grant me the authority to enter into and sign the abovementioned Memorandum of Agreement between the City Government of Bacoor and Golden Arable Farm Corporation.

Respectfully yours,

HON. CATHERINE S. EVARISTO
Acting City Mayor



Address: Bacoor Government Center, Bacoor Blvd., Tingsi, Bacoor, City of Bacoor, Cavite
Telephone: 436-1111 | Website: www.bacoor.gov.ph



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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this ___ day of _____, 20__ (the "Effective Date") in the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, duly authorized for this purpose, and hereinafter referred to as "**LGU BACOOR**"

and

The **GOLDEN ARABLE FARM CORP.**, an accredited training and learning site for agriculture by the Agricultural Training Institute, with principal office address at Mabacao-Maragondon Road, Maragondon, Province of Cavite, represented herein by its President, **Mr. GREG LUIGI ANDAMAN**, and hereinafter referred to as "**TRAINING INSTITUTE**"

The term "Party" shall mean LGU BACOOR or TRAINING INSTITUTE, if applicable while the term "Parties" shall mean LGU BACOOR and TRAINING INSTITUTE, collectively.

WITNESSETH:

WHEREAS, in conformity with the Local Government Code, every local government unit is mandated to "formulate and recommend development plans, and programs on Technical Vocational Institution" for the benefit and welfare of its local constituents;

WHEREAS, every local government unit fulfills this mandate by acknowledging the critical role of other learning and training sites, not only as a generator of knowledge, an educator of young minds, and a transmitter of culture, but also as a major agent of economic growth;

WHEREAS, the Technical Education and Skills Development Authority (TESDA) issued TESDA Circular No. 131-2019, or the "*Implementing Guidelines for the Tulong Trabaho Scholarship Program*";

WHEREAS, the TRAINING INSTITUTE is partnering with LGU BACOOR for the effective implementation of the Program;

WHEREAS, the TRAINING INSTITUTE shall endorse to partner industries, including the Bacoor City Public Employment Service Office, to ensure employment of the qualified scholars/trainees/beneficiaries of the Program;

WHEREAS, the Program shall showcase convergence of efforts of the TRAINING INSTITUTE and LGU BACOOR with the noble objective of assisting all Bacooreños by providing decent trainings for possible job opportunities and decent

*Memorandum of Agreement with
Golden Arable Farm Corp*

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employment:

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants herein set forth, the Parties agree as they do hereby agree as follows:

I. NATURE OF THE AGREEMENT

This Agreement shall be subject to such existing policies, rules, and regulations of LGU BACOOR relating to the implementation and execution of **"Tulong Trabaho Scholarship Program"** (the "Program"), Agricultural Crops Production NC I

By virtue of this Agreement, the TRAINING INSTITUTE confirms the awarding of **"Tulong Trabaho Scholarship Program"** grants to LGU BACOOR, through the TRAINING INSTITUTE. The training facilities and premises shall be provided by the TRAINING INSTITUTE will be made available for use for the implementation of the Program, at its option, at no cost for conducting the training which will be participated by qualified grantees/beneficiaries/scholars.

II. SCOPE AND COVERAGE

This Agreement shall pertain to the intake of grantees/beneficiaries/scholars who must be at least eighteen years of age, educational attainment should be at least high school graduate or senior high school graduate for new curriculum must be at least senior high school graduate, ALS passer, unemployed or out-of-school youth.

III. DUTIES AND RESPONSIBILITIES OF THE TECHNICAL INSTITUTION

1. Advise interested applicants regarding, but not limited to, the goodness of their chosen programs;
2. Process the applications of interested prospective grantees/beneficiaries/scholars;
3. Screen applicants according to the eligibility of the policy, and endorse the official list of applicants to LGU BACOOR;
4. Facilitate the processing and/or release of documents required for the release of the financial privileges of the grantees/beneficiaries/scholars.
5. Ensure the continued enrolment of eligible grantees/beneficiaries/scholars;
6. Prepare and submit the Statements of Account (SOA) / Billings and other related documents to LGU BACOOR for the processing of payments of tuition and other fees.
7. Assign Grants Administrators and other personnel, as needed, to serve as pointpersons and liaisons for the implementation of the Program;
8. Through the Grants Administrators, prepare and submit the documents for the processing of payments of honoraria.

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9. Evaluate and provide appropriate action to the special requests of the grantees/beneficiaries/scholars.
10. Prepare and submit the appropriate monitoring and evaluation reports; and
11. Support the LGU BACOOR in other monitoring efforts, which it may require from the TRAINING INSTITUTE

IV. DUTIES AND RESPONSIBILITIES OF LGU BACOOR

1. Evaluation and approval of the applicants;
2. Facilitate payments to the proper stakeholders;
3. Disseminate policies and other pertinent information to scholars, and other stakeholders;
4. Address concerns of grantees/beneficiaries/scholars and the TECHNICAL INSTITUTION; and
5. Decide on special requests and other requests outside of the scope of the policy; and
6. Monitor and prepare reports on the implementation of the Program

V. MUTUAL OBLIGATIONS OF THE PARTIES:

1. Promote and advocate the skills training Program;
2. Collaborate and work together in the implementation of the Program to achieve the desired results;
3. Ensure the institutionalization and sustainability of the Program outputs and outcomes through the development and implementation of a sustainability plan to include mechanisms for sharing of approaches and social marketing strategy to ensure wider reach among other agencies/partners and beneficiaries subject to availability of funds;
4. Institutionalize effective monitoring system/database to establish reliable status report (tracer reports) of the graduates; and
5. Collaborate and work together to ensure and achieve at least 80% to 100% employment rate.

VI. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that

- A. It is a corporation, institution or entity duly organized and validly existing under the laws of the Republic of the Philippines and has all the legal power

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Golden Aratle Farm Corp.*
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and authority to execute this Agreement and to carry out the terms, conditions and provisions hereof.

- B. The execution and delivery of this Agreement has been duly authorized by all requisite corporate and/or governmental action, and will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party.

VII. EFFECTIVITY AND TERMINATION

This Agreement shall take effect upon signing by the Parties and shall be binding and in force for a term of ONE (1) YEAR to commence from the Effective Date.

Either Party may terminate this Agreement without cause by written notice to the other Party at least thirty (30) days prior to the intended date of termination.

If either Party commits a material breach of any of its representations or warranties under this Agreement, commits a material breach of any other terms and conditions of this Agreement, or unjustifiably refuses or fails to perform any of its obligations under this Agreement, the aggrieved PARTY may terminate this Agreement (i) effective immediately if the breach cannot be remedied; or (ii) if the breach may be remedied, within thirty (30) days from receipt of written notice of the material breach and the Party in breach has failed to cure such material breach or perform its obligations.

VIII. AMENDMENT

This Agreement may be revised, amended or modified only through a written instrument duly executed and signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.

IX. AUTHORITY

Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it, and that it has the power and authority to enter into it.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this Agreement as of the date and at the place set forth above.

**GOLDEN ARABLE
FARM CORP.,**

**CITY GOVERNMENT
OF BACODR**

Mr. GREG LUIGI ANDAMAN
President

HON. STRIKE B. REVILLA
City Mayor

SIGNED IN THE PRESENCE OF:

Mr. BENIGNO S. REFRAN JR.

MS. CARMELITA F. GAWARAN

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Golden Arable Farm Corp.*

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TVI Officer

City Livelihood Development Office

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
BACOOR CITY, CAVITE) SS.

BEFORE ME, a Notary Public for and in the above-stated jurisdiction, this _____ personally appeared the following:

Name	Gov't Issued ID / ID Number	Date and Place Issued
STRIKE B. REVILLA		
GREG LUIGI ANDAMAN		

Known to me to the same persons who executed the foregoing Agreement and acknowledged to me that the same is their own free will and voluntary act and deed of the corporations or entities they represent. This Agreement consists of six (6) pages including this page wherein the acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto set my hand on the day, year and place above written.

NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of 20__.

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