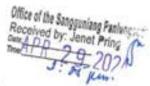


Republic of the Philippines PROVINCE OF CAVITE City of Bacoor



OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON EDUCATION, SCIENCE AND TECHNOLOGY

COMMITTEE REPORT

NO. EST 014 S-2024

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH CAVITE STATE UNIVERSITY – MAIN CAMPUS FOR THE INTERNSHIP PROGRAM RELATED TO TAX MAPPING. (PCR 507-2024 dated 05 February 2024)

Acting on the authorization for the city mayor to sign a memorandum of agreement (MOA) with Cavite State University (CAVSU) during the 77th Regular Session dated 05 February 2024, the committee chair on education, science, and technology, Hon. Alde Joselito F. Pagulayan, reports the following:

- The LGU Bacoor issued Executive Order No. 16-2024. Series of 2024, creating a task force for tax mapping to promote its financial management. It is also acknowledged that the job or function of tax mapping may be outsourced.
- CAVSU is mandated to provide students with an opportunity to complement their formal learning with practical knowledge, skills, and desirable attitudes through an internship program as defined under CHED Memorandum Order (CMO) No. 94 Series of 2017.
- The LGU Bacoor seeks joint cooperation with CAVSU, through its College of Economics, Management, and Development Studies, in forming a Tax Mapping Task Force consisting of eligible participants from LGU Bacoor and CAVSU to fulfill the objectives of the aforesaid executive order.
- The Tax Mapping Task Force will screen and deploy qualified student-trainees to gain hands-on experience and relevant training while fulfilling the objectives of the aforesaid executive order.

FINDINGS:

The provisions in the MOA align with the intent of the City Government of Bacoor, primarily in enhancing the mapping of tax resources and obligations for revenue purposes pursuant to Executive Order No. 16-2024. The said MOA will serve as a collaboration between the academe and the public sector to provide the student-trainees with actual training opportunities while fulfilling the objectives of the aforesaid executive order.



Republic of the Philippines PROVINCE OF CAVITE City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

RECOMMENDATION:

Upon review, the committee respectfully recommends the APPROVAL of the said MOA.

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

Signed this 12th day of February 2024 at the City of Bacoor, Cavite.

Committee on Education, Science and Technology

COUN. ALDE JOSELITO F. PAGULAYAN
Chairman

COUN ROSELIO M. NOLASCO

Vice Chairman

COUN. CATHERINE SARINO-EVARISTO

Member

SK FEDERATION PRESIDENT PALM ANGEL S. BUNCIO

Member



Republic of the Philippines PROVINCE OF CAVITE City of Bacoor

Office of the Sangguniang Pantings C.
Received by: Jenet Pring Jr.
PR 29 2024

OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON EDUCATION, SCIENCE AND TECHNOLOGY

EXCERPT FROM THE MINUTES OF THE 77TH REGULAR SESSION NO. EST 014 S-2024

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH CAVITE STATE UNIVERSITY – MAIN CAMPUS FOR THE INTERNSHIP PROGRAM RELATED TO TAX MAPPING. (PCR 507-2024 dated 05 February 2024)

The Presiding Officer, Hon. Vice-Mayor Rowena Bautista-Mendiola presided over the 77th Regular Session of the 5th Sangguniang Panlungsod, dated 05 February 2024. Hon. Alde Joselito F. Pagulayan, Committee Chair on Education, Science, and Technology, proposed the APPROVAL of the aforementioned subject to provide students with an opportunity to complement their formal learning with practical knowledge, skills, and desirable attitudes through an internship program, which was seconded unanimously by the members of the committee. The Chair declared the motion APPROVED.

Prepared By:

PETER ADRIAN F. BORJA Local Legislative Staff I

Attested By:

COUN. ALDE JOSELITO F. PAGULAYAN

Chairman Committee on Education, Science and technology



January 31, 2024

HON. ROWENA BAUTISTA-MENDIOLA

Vice Mayor, City of Bacoor Bacoor Government Center Bacoor City, Cavite

OFFICE OF THE SANGGUNIANG PANLUNGSOD RECEIVED SY:RUTH

2124 TIME 10-3201

THRU:

Atty. Khalid Atega, Jr.

Sangguniang Panlungsod Secretary

SUBJECT: Request for Authority to Enter Into and Sign the

Memorandum of Agreement with Cavite State University -Main Campus for the Internship Program Related to Tax

Mapping

Dear Hon, Bautista-Mendiola:

Office of the Mayor 578 feet

SBR20240591

I hereby endorse to the esteemed members of the Sangguniang Panlungsod for your appropriate action the letter, dated 30 January 2024, from the Office of the City Administrator relative to the abovementioned subject. The said MOA aligns with the intent of the City Government of Baccoor in enhancing the mapping of tax resources and obligations for revenue purposes. The agreement is a collaboration of the academe and public sector to provide the student-trainees actual training opportunities while fulfilling the objectives of the City Government of Bacoor.

Attached herewith is the aforementioned letter, including the proposed Memorandum of Agreement, for your immediate reference.

Sincerely yours,

STRIKE B. REVILL City Mayor







Republic of the Philippines Province of Cavite CITY OF BACOOR

CG8CR-AO-01-501-00 10/20/2023

OFFICE OF THE CITY ADMINISTRATOR

30 January 2024

HON, STRIKE B. REVILLA City Mayor

THRU:

ATTY, PAULING, SANGALANG

Executive Assistant IV
Office of the City Mayor

AAN MARASHAM 1 34 Ly

SUBJECT:

MOA BETWEEN THE CITY GOVERNMENT OF BACOOR AND CYSU MAIN

CAMPUS FOR THE STUDENT INTERNSHIP PROGRAM RELATED TO TAX

MAPPING

Dear Mayor Strike,

Good day.

Respectfully endorsing to your good office the attached Memorandum of Agreement between the City Government of Baccor and Cavite State University - Main Campus for the Student Internship Program related to Tax Mapping for further endorsement to the Sangguniang Panlungsod.

For your information and appropriate action.

Respectfully.

ATTY. AIMEE TOPREFRANCA-NERI
City Administrator





Republic of the Philippines Province of Cavite CITY OF BACOOR

OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT LETTER No. 165, S. 2024

To: ATTY, AIMEE TORREFRANCA-NERI

City Administrator

Re: REVIEW of Memorandum of Agreement between the City Government of Bacoor and Cavite State University - Main Campus for the student internship program related to tax mapping activities

Date: 29 January 2024

On 28 January 2024, the Office of the City Administrator transmitted a copy of the proposed Memorandum of Agreement between the City Government of Baccor and Cavite State University-Main Campus for the student internship program related to tax mapping activities of the City, for review.

Upon review, the provisions in the MOA align with the intent of the City Government of Baccor primarily in enhancing the mapping of tax resources and obligations for revenue purposes pursuant to Executive Order No. 16-2024. Said MOA will serve as a collaboration of the academe and public sector to provide the student-trainees actual training opportunities white fulfilling the objectives of the EO 16-2024.

In addition, the following sections were included:

Compensation for Student-Trainees

Under the Confidentiality section, a requirement for the Student-Trainees to execute a Non-Disclosure Agreement/Undertaking

3. Other Miscelianeous Provisions

The "Indemnification" section was deleted per agreement of the parties during the last meeting

In this respect, we hereby respectfully endorse the attached revised proposed MOA for consideration of the parties.

Thank you.

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Respectfully.

Atty, KIM MYCA R, LOFRANCO City Legal Officer

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (this "Agreement") is made and entered into this at the City of Baccor, Province of Cavite, by and between:

The CITY GOVERNMENT OF BACOOR, a local government unit duty organized and existing under and by virtue of the law of the Republic of the Philippines with principal address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, Hon. STRIKE BAUTISTA REVILLA, hereinafter referred to as the "LGU BACOOR";

and

The CAVITE STATE UNIVERSITY, a government educational institution created and existing by virtue of Republic Act No. 8468 with principal office address at Municipality of Indang, Province of Cavite, represented by its President, Dr. HERNANDO D. ROBLES, CEO VI, hereinafter referred to as the "CVSU"

WITNESSETH: That -

WHEREAS, LGU BACOOR issued Executive Order No. 16-2024, Series of 2024, creating a task force for tax mapping to promote its financial management:

WHEREAS, the same Executive Order acknowledges that the job or function of tax mapping may be outsourced;

WHEREAS, Cavite State University is an educational institution mandated to provide students with an opportunity to complement their formal learning with practical knowledge, skills, and desirable attitudes through an internship program as defined under CHED Memorandum Order (CMO) No. 04 Series of 2017:

WHEREAS, the LGU BACOOR has sought joint cooperation with Cavite State University, through its College of Economics, Management, and Development Studies, in forming a Tax Mapping Task Force consisting of eligible participants from LGU BACOOR and CvSU in order to furfill the objectives of the aforesaid executive order.

WHEREAS, the Tax Mapping Task Force shall also screen and deptoy qualified student-trainees in order to allow them to gain hands-on experience and relevant training while fulfilling the objectives of the aforesaid executive order;

WHEREAS, Honorable Strike B. Revilla is duly authorized to enter into this Agreement pursuant to his power conferred upon him as embodied in City Resolution No. _____ approved on ____:

NOW, THEREFORE, pursuant to Executive Order No. 16-2024. Series of 2024, and in consideration of the mutual agreements contained hereinafter, the Parties

hereby agree as follows:

ARTICLE 1

Section 1. OBJECTIVES. The LGU Bacoor and Cavite State University, through this memorandum of agreement, shall pursue the implementation of Executive Order 15-2024, Series of 2024, including those enumerated in the implementing guidelines, operational plan, regulations, orders, or policies issued by the LGU BACOOR, and collaboratively undertake the tax mapping activities under the Tax Mapping Task Force.

This partnership aims to provide student-trainees with practical learning experiences and contribute valuable assistance to the efforts of the LGU BACOOR in enhancing and maintaining accurate tax maps, thus fostening a mutually beneficial relationship that promotes educational opportunities and community development through enhanced mapping of tax resources and obligations.

The Task Force shall discharge tasks and duties in the attainment of the objectives and purposes of Executive Order No. 16-2024, Series of 2024.

Section 2. COVERAGE. The duties and responsibilities of the student-trainee assigned by the Task Force shall only be discharged within the territorial jurisdiction of the CITY OF BACOOR.

Section 3. WORKPLACE AND SCHEDULE. The Task Force shall determine and approve the workforce required and schedule. The duties and responsibilities of the student-trainees shall be performed through onsite learning experiences or other modalities subject to the prevailing government issuances and University rules and regulations.

ARTICLE II

Section 1, JOINT RESPONSIBILITIES.

- The Tex Mapping Task Force is a joint responsibility of the LGU Baccor and Cavite State University.
- b. Both LGU Baccor and Cavite State University shall jointly exert efforts to realize the objectives of this Agreement and Executive Order No. 16-2024, Series of 2024.
- c. They shall ensure the safety of the Task Force's workforce and studenttrainees and that resources are adequate and sufficient during the implementation of this Agreement.
- d. Orient and brief the trainees that the Task Force shall exist in order to realize the objectives of Executive Order No. 16-2024, Series of 2024, that there shall be no employer-employee relationship between the LGU BACQOR and the Cavite State University.

Section 2. DUTIES AND RESPONSIBILITIES OF TASK FORCE.

- a. The Task Force shell formulate, approve, and execute an operational plan to attain the objectives of the Executive Order.
- The Task Force shall formulate, approve, and determine its organizational structure to attain the objectives of the Executive Order.

- c. The Task Force shall screen and accept student-trainees from Cavite State University in order to fulfill the objectives of its Internship Program and the LGU Baccor's Executive Order
- d. It shall provide the necessary orientation and technical training or assistance to the Cavite State University student trainees for their preparation before, during, and after the project.
- It shall provide the necessary equipment or facilities, logistics, and support necessary to meet the objectives of Executive Order No. 16-2024, Series of 2024

Section 3. DUTIES AND RESPONSIBILITIES OF THE CVSU.

- a. Upon request of the Task Force, Cavits State University shall meticulously select students based on the qualifications enumerated in this Agreement and warrants that these students possess such qualifications.
- b Cavite State University shall conduct a student orientation to invite qualified students to apply for this project. It shall establish its own process to accept applications and its selection
- c. CvSU shall screen and endorse qualified students to the Task Force for final approval. Should the endorsed students fail to qualify for the final screening, CvSU shall recommend and endorse another set of student trainees to fill in the remaining stots determined by the Task Force.
- d. In case the Task Force needs additional student-trainees or when any of the existing students chooses to leave or has been discharged, CvSU shall provide the necessary number of students asked to fill the vacant slots. In case of unavailability, it shall communicate the same
- It shall support and provide the appropriate assistance in the conduct of orientation and training/essistance of the selected CvSU student-trainees, such as but not limited to, logistics, manpower, or training tools.
- It shall provide the necessary documentary requirements to its studenttrainees in order to avail the school credits it may determine.

Section 4. DUTIES AND RESPONSIBILITIES OF THE LGU BACCOR.

- a. Upon request of the Task Force, LGU Baccor shall provide resources to the student-trainees and members of Task Force, such as, but not limited to allowence, logistical needs, office and office supplies, and equipment, mode of transportation, and alike that are required in the pursuit of the objectives and purposes of the Task Force.
- LGU Baccor shall assign a supervisor to oversee and guide the studenttrainees during the conduct of tax mapping activities.
- c. The security of the student-trainees and the members of this Task Force in the performance of their duties pursuant to this agreement is the principal responsibility of the LGU Baccor

ARTICLE III

Section 1. SELECTION. The CvSU shall determine and identify forty (40) university students who are knowledgeable, competent, and available to take the task of tax mapping. Provided that these students possess the qualifications enumerated in the next section

Section 2, QUALIFICATIONS. The CvSU students selected must be:

- a. Currently enrolled with CvSU, preferably under the Bachelor of Science in Business Management, Bachelor of Science in Accountancy, or Bachelor of Science in Economics programs.
- b. Fourth-year or graduating students;
- c. Enrolled under the On-The-Job-Training or Practicum Integrated or Internship course.
- d. With good moral character,
- Have no relatives within the 4th civil degree employed in or engaged with the LGU BACOOR.

Section 3. SCHOOL CREDITS. All CvSU student-trainees selected under this Agreement and who have performed the duties and responsibilities assigned to them may be given a school credit equivalent to an on-the-job training/apprenticeship or any other credits as may be determined by the CvSU.

Section 4. COMPENSATION FOR STUDENT-TRAINEES. In consideration of the services provided by the student-trainees, the LGU BACOOR agrees to provide a stipend to each student-trainee. Details such as the amount of stipend, frequency of payment, mode of payment, and other related details will be specified in an addendum to this agreement.

ARTICLE IV

Section 1. CONFIDENTIALITY. All information obtained by the Task Force and its trainees, regardless of how it was obtained and the nature of the information, during this Agreement shall be kept in confidentiality. The Parties agree to take necessary measures to safeguard such information and shall not, without prior consent, disclose, reproduce, or use confidential information for any purpose other than achieving the objectives of the tax mapping and internship program.

This confidentiality shall succeed even after the termination of this Agreement of even after the attainment of the objectives of the Executive Order. Accordingly, the student-trainees shall execute a non-disclosure agreement/undertaking, which will be provided by the LGU BACOOR.

Section 2. DATA PRIVACY CONSENT. The CvSU hereby warrants that the personal information that may be shared related to this Agreement has been processed and will be shared in accordance with their existing data privacy policies. It shall also ensure that the selected CvSU students are properly oriented, that their personal information will be shared with LGU BACCOR, and that the latter may conduct its background investigation

ARTICLE V

Section 1. EFFECTIVITY AND TERMINATION. This agreement shall take effect upon the signing of the parties and shall remain in full force and effect as long as Executive Order No. 16-2024, Series of 2024, remains effective or is extended or upon due fulfillment of the objectives set forth herein, whichever comes first. The covered period shall also be applicable to other prospective CvSU student trainees who may likewise be required and recommended to participate in the tax mapping activities with the LGU BACOOR during the effectivity of this Agreement.

The Parties shall have the right to pre-terminate this Agreement by serving a written notice to the other party at least thirty (30) days prior to the intended date

of termination and based on the following grounds:

Upon mutual agreement of the Parties

2. There is any material violation of the foregoing covenants that will warrant the cancellation of this Agreement. Provided that the terminating party shall formally inform the other of the grievance before any decision to terminate is made and finalized. The Student Researchers and the Faculty Advisor shall intervene to rectify the situation in the interest of all parties concerned.

Section 2. ENTIRE AGREEMENT AND INTEGRATION. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, discussions, proposals, representations, or warranties, whether written or oral, on this subject matter.

Section 3. 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.

Section 4. GOOD FAITH. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective

Section 5. RELATIONSHIP OF PARTIES. The Parties' relationship under and in relation to this Agreement shall be limited to the matters contained herein. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party

Section 6. WAIVER. The failure of either party to enforce any rights arising under this Agreement or to take action against the other party in the event of any breach shall not be deemed a waiver of such rights, nor shall it preclude the enforcement of such rights at any later time. No waiver by either party of any provision of this Agreement shall be considered a waiver of any other provision or of the waiving party's right to require strict observance of each of the terms herein. Any waiver must be in writing and signed by the party granting the waiver.

Section 7. AMENDMENTS AND MODIFICATIONS. This Agreement may not be amended, modified, or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 8. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Agreement shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into

Section 9. SEPARABILITY. If any clause, sentence, or provision of this Agreement shall be declared void or unenforceable by competent authority, the provision/s unaffected by such declaration shall remain valid and binding among the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date at the place above written.

CITY GOVERNMENT OF BACOOR	CAVITE STATE OF UNIVERSITY - INDANG CAMPUS
Represented by:	Represented by.
HON, STRIKE B. REVILLA City Mayor SP Resolution No	DR. HERNANDO D. ROBLES, CEO IV President
IN THE	PRESENCE OF:
(Witness)	(Witness)
REPUBLIC OF THE PHILIPPINES	
ACKNO	OWLEDGEMENT
BEFORE ME, a Notary Public	for and in the above jurisdiction, on peared:
HON, STRIKE B. REVILLA	
DR HERNANDO D ROBLES	
foregoing Memorandum of Agreeme this page in which the acknowledge	to be the same persons who executed the ant, which consists of six (6) pages, including nent is written, signed by the parties and their as herein provided and acknowledged to mead.
IN WITNESS WHEREOF, I have haseal on.	ereunto set my hand and affixed my notarial
Doc. No Page No Book No Series of 2024.	