

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

ORDER OF BUSINESS/AGENDA

Special Session
February 14, 2024 (Wednesday)
11:00 A.M, SP Session Hall, Tuguegarao City

I. CALL TO ORDER

II. PRAYER by Hon. Grace B. Arago

III. PHILIPPINE NATIONAL ANTHEM, PANUNUMPA SA WATAWAT AND TUGUEGARAO CITY ANTHEM

IV. PROOF OF NOTICE TO SESSION

V. ROLL CALL

VI. FIRST READING (REFERENCE OF BUSINESS)

1. Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the Memorandum of Agreement between the Tuguegarao City Government and Technical Education and Skills Development Authority (TESDA) regarding the Negosyanteng Kabataan, for information and appropriate action, certified urgent
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VII. ADJOURNMENT

Prepared by:


JOEL JOSEPH L. EGIPTO, Ph.D.
Secretary to the Sanggunian

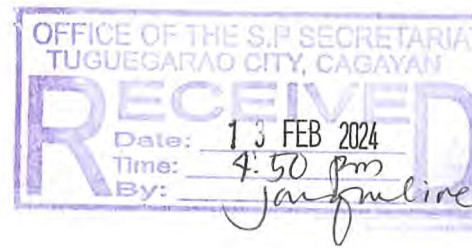
Approved by:


HON. BIENVENIDO C. DE GUZMAN II
City Vice Mayor

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Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY



OFFICE OF THE CITY MAYOR

12 February 2024

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod
This City

Dear *Presiding Officer and Members of the Sanggunian*:

In view of the urgency of the matter, pursuant to Section 52, paragraph b, of Republic Act No. 7160, you are notified to convene a special session on **February 14, 2024 (Wednesday)** to adopt and approve the corresponding legislative action and resolution relative to the Memorandum of Agreement between the Technical Education and Skills Development Authority and the Tuguegarao City Government re **Negosyanteng Kabataan**.

May we emphasize that the said agreement shall be signed by the contracting parties when the TESDA Secretary arrives in the city later this month.

Lastly, the 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:

- *TESDA Region 02*
- *SK Federation*
- *City Legal Office*
- *CLDO*

The screenshot shows a Gmail interface with a left sidebar containing 'Compose', 'Inbox', 'Spam', 'Trash', and 'More'. The main content area displays an email with the following details:

- From:** Myleen Gavin Herrera <mbherrera@tesda.gov.ph>
- Date:** Tue, Feb 13, 2024 at 9:57 AM
- Subject:** Re: Submission of Memorandum No. 0370, s. 2024 re: Draft Memoranda of Agreement (MOAs) suggested to be signed during the visit of the Secretary to Region II (Cagayan Valley) for the Lab For All event in the Province of Cagayan
- To:** Janina Fabian <jmfabian@tesda.gov.ph>

The email body contains the following text:

re: forwarding the email sent by our Central Office for your perusal po.

Thanks po Sir.

----- Forwarded message -----

Dear Ms. Janina,

I received the Memo and MOAs. This will be routed to our Legal Division for clearance, then to the Deputy Directors General for endorsement, before finally being forwarded to the Secretary for approval.

May we request for the Board Resolution or Secretary's Certificate from our Private/Organization Partners authorizing the designated representative to enter into an agreement with TESDA on its behalf, and for the Sanguniang Bayan Resolution that the Mayor is authorized to sign as well. This is usually the first requirement from the TESDA Legal Division.

Please see the attached sample Board Resolution and Secretary's Certificate for your reference. Please be advised that these documents are shared for your reference only and not to be disseminated.

Thank you.


-Gay


On Tue, Feb 13, 2024 at 9:26 AM Janina Fabian <jmfabian@tesda.gov.ph> wrote:

Maam,

Please see attached file re: Submission of Memorandum No. 0370, s. 2024 re: Draft Memoranda of Agreement (MOAs) suggested to be signed during the visit of the Secretary to Region II (Cagayan Valley) for the Lab For All event in the Province of Cagayan.

Thank you!

 **MYLEEN GAVIN B. HERRERA**
 Senior TESD Specialist
 Partnerships and Linkages Office - Partnership, Networking and Assistance
 Division (PLO-PNAD)
 Technical Education and Skills Development Authority
 TESDA Complex, East Service Road, SLEX,
 Fort Bonifacio, Taguig City 1630
 (02) 8888-5774

 This message is intended only for the use of the person to whom it is expressly addressed and may contain information that is confidential and legally privileged. If you are not the intended recipient, you

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

The **TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY - REGION II (CAGAYAN VALLEY)**, an agency of the National Government organized and established under Republic Act No. 7796 otherwise known as the "TESDA Act of 1994," with office address at Regional Office No. II, Carig Norte, Tuguegarao City, Cagayan, represented by its Secretary and Director General, **HON. SUHARTO T. MANGUDADATU, PH.D.**, herein referred to as "**FIRST PARTY**";

-and-

The **LOCAL GOVERNMENT UNIT (LGU) OF TUGUEGARAO CITY**, a 3rd class component city and the capital city of the Province of Cagayan, Region II (Cagayan Valley), with its City Hall located at **<City/Municipality, Province of Main Campus>**, represented herein by its Mayor, **HON. MAILA S. TING-QUE**, herein referred to as "**SECOND PARTY**";

WITNESSETH: That,

WHEREAS, there is a need to strengthen the entrepreneurship trainings of the Technical Education and Skills Development Authority (TESDA) in the region in order to maximize the impact of such trainings to local economies, such as the local economy of the capital city of the Province of Cagayan, Tuguegarao City;

WHEREAS, a way to strengthen the said trainings is by providing startup capital to successful completers, particularly the youth, who are citizens of Tuguegarao City;

WHEREAS, supporting the said trainings by providing startup capital to successful completers who are able to submit business plans that are determined to have great potential is aligned with the objective of President Ferdinand Romualdez Marcos Jr. to improve the economy;

WHEREAS, Secretary Suharto T. Mangudadatu includes in his 10-point agenda, under "youthpreneurship or youth entrepreneurship" the need to enhance the entrepreneurship trainings of TESDA in the region in order to maximize its impact, by means of providing startup capital to successful completers, particularly the youth, who are residents of Tuguegarao City;

WHEREAS, the **SECOND PARTY** has the expertise and resources to provide the said startup capital;

WHEREAS, the **SECOND PARTY** recognizes that providing the said startup capital to successful completers of the said trainings, particularly the youth, who are citizens of Tuguegarao City will empower the city's youth and boost the city's economy;

WHEREAS, the **FIRST PARTY** recognizes the need to strengthen the entrepreneurship trainings of TESDA in the region in order to maximize its impact, by means of providing startup capital to successful completers, particularly the youth, who are residents of Tuguegarao City;

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. The FIRST PARTY shall:

- 1.1 For reference, keep a record or registry of the takers and completers of TESDA's entrepreneurship trainings in the region, and always keep the same updated, so as to be properly guided in the selection process of youth residents of Tuguegarao City who are successful completers of the said trainings and whose submitted business plans are determined to have great potential, and deserve to be awarded with the appropriate startup capital by the LGU;
- 1.2 Work closely with the **SECOND PARTY** to establish and sustain for the purpose of this partnership a screening committee comprised of at least six (6) members, which must include competent representatives from the LGU, TESDA, DOLE, DTI, the local Sangguniang Kabataan (SK) Federation, and other appropriate entities depending on the business models and/or plans of the potential recipients;
- 1.3 Work closely with the **SECOND PARTY** in monitoring the progress of the awardees for purposes of impact evaluation, development, additional support as needed and applicable, among other appropriate actions;
- 1.4 Use the title: "**NEGOSYANTENG KABATAAN**" to refer to this initiative in promotional activities, press releases, among other appropriate activities, for easy labeling and uniformity;

2. The SECOND PARTY shall:

- 2.1 Work closely with the **FIRST PARTY** to establish and sustain for the purpose of this partnership a screening committee comprised of at least six (6) members, which must include competent representatives from the LGU, TESDA, DOLE, DTI, the local SK Federation, and other appropriate entities depending on the business models and/or plans of the potential recipients;
- 2.2 Ensure that the individuals who have been determined by the said screening committee to be deserving of the startup capital award from the **SECOND PARTY** receives the said appropriate startup capital award, subject to applicable rules and regulations and subject to availability of resources;

- 2.3 Work closely with the **FIRST PARTY** in monitoring the progress of the awardees for purposes of impact evaluation, development, additional support as needed and applicable, among other appropriate actions.
- 2.4 Use the title: "**NEGOSYANTENG KABATAAN**" to refer to this initiative in promotional activities, press releases, among other appropriate activities, for easy labeling and uniformity;

II. OWNERSHIP OF INTELLECTUAL PROPERTY

In the event that the potential awardees and successful awardees under this Agreement generate unique and noteworthy researches and innovations, the **FIRST PARTY** reserves the right to ownership over the concerned noteworthy researches and innovations for purposes of knowledge management and knowledge creation, in order for the national government to appropriately process the same for maximum national economic benefit and impact.

Both the **FIRST PARTY** and **SECOND PARTY** shall ensure that the partnership arising from this Agreement and its outcome would not violate the intellectual property rights of any third party.

III. TERMINATION AGREEMENT OR NOTICE

The **FIRST PARTY** and **SECOND PARTY** may, based on evidence of failure of either party to comply with the terms of this Agreement, or in the event either party incurs unreasonable delay, inaction, or break of obligation under this Agreement, issue a notice of intent to terminate this Agreement. The **FIRST PARTY** shall give not less than ten (10) days written notice to the **SECOND PARTY** of intent to terminate this Agreement, and vice versa.

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation or interpretation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

V. SEPARABILITY CLAUSE

In the event that one or more provisions contained herein shall be held invalid, illegal or unenforceable in any respect and for any valid reason, the remaining provisions shall remain valid, legal and enforceable.

VI. EFFECTIVITY

This Agreement shall take effect upon the signing of the Parties involved and shall be renewed every two (2) years.

IN WITNESS WHEREOF, the parties hereunto have affixed their respective signatures
this ____ day of _____ 20____, at _____, Philippines.

**TECHNICAL EDUCATION AND SKILLS
DEVELOPMENT AUTHORITY - REGION II
(CAGAYAN VALLEY)
FIRST PARTY**

By:

**LOCAL GOVERNMENT UNIT OF
TUGUEGARAO CITY
SECOND PARTY**

By:

**HON. SUHARTO T. MANGUDADATU, PH.D.
Secretary/Director General**

**HON. MAILA S. TING-QUE
Mayor**

Signed in the presence of:

**HON. ANICETO D. BERTIZ III
Deputy Director General
Technical Education and Skills
Development Operations**

**NAME OF A WITNESS FROM THE LGU
Position**

**VINCENT ALJON A. CIFRA
Regional Director (Director IV)
TESDA Region II (Cagayan Valley)**

**NAME OF SK FEDERATION PRESIDENT
SK Federation, Tuguegarao City**

ACKNOWLEDGMENT

REPULIC OF THE PHILIPPINES)
City of _____) S. S.

BEFORE ME, a Notary Public, for and in the City of _____, this _____ day of _____, 20____, personally appeared:

Name	ID No.	Issued on/Issued at
HON. SUHARTO T. MANGUDADATU, PH.D.	_____	_____
HON. MAILA S. TING-QUE	_____	_____

Known to me and to me known to be the same person(s) who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, and that of the institutions respectively represented.

The foregoing instrument refers to a Memorandum of Agreement (MOA) consisting of five (5) pages, including the page in which this Acknowledgement is written, signed by the parties, including their instrumental witnesses on each and every page thereof and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, on the date and place above written.

NOTARY PUBLIC

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2024



Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

OFFICE OF THE CITY MAYOR

OFFICE OF THE CITY MAYOR
TUGUEGARAO CITY
12 FEB 2024
2:05 pm
Jacyline

12 February 2024

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod
This City

Dear *Presiding Officer and Members of the Sanggunian*:


Herewith is the Memorandum of Agreement between the Technical Education and Skills Development Authority and the Tuguegarao City Government re **Negosyanteng Kabataan**, for your information and appropriate action.

Considering the urgency of the aforesaid concern and the schedule of Secretary Suharto T. Mangudadatu, may we request your august body to include the referral in tomorrow's calendar of business of the Sangguniang Panlungsod.

Lastly, the 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:

- TESDA Region 02
- SK Federation
- EAIV Atty. Renz Angelo P. Umambong 2/12/24
- City Legal Office CM 02-12-24
- CLDO J 02/12/24