



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-347A

Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH TaskUs OUTSOURCING PHILIPPINES, INC. REGARDING THE PROCESSING OF WORK PERMITS IN BULK BY EMPLOYEES OF THE SAID CORPORATION.

Sponsored by:

Hon. Alejandro F. Gutierrez

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela

WHEREAS, the 2021 Citizen Charter of the City Government of Bacoor, in conformity with Republic Act No. 10160, provides the framework for effective administration of public service and represents a systematic effort to focus on its commitment to Bacooreños.

WHEREAS, Article 26 of City Ordinance No. 217-2022 Series of 2022 entitled "An Ordinance Amending Certain Provisions of City Ordinance No. 2013-060 (The 2013 Revenue Code of the City of Bacoor) and Providing Penalties for Violations Thereof" provided the imposition of fees on all individuals seeking to engage in the exercise, or practice of occupation, or calling within the territorial jurisdiction of the city of Bacoor.

WHEREAS, a draft Memorandum of Agreement was submitted for the review of the Council by TaskUs Outsourcing Philippines, Inc. regarding the processing of work permits of its employees in bulk by an authorized representative of the said corporation which the Body found to be cost efficient and time saving.

NOW THEREFORE, upon motion of Hon. Alejandro Gutierrez unanimously seconded by the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite in regular session

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

ON LEAVE

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor



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City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

duly assembled to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with TaskUs Outsourcing Philippines, Inc. regarding the processing of the work permits of its employees in bulk.

RESOLVED LASTLY, to furnish, the Office of the City Mayor, TaskUs Outsourcing Philippines, Inc., the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government offices concerned with copies of this Resolution.

UNANIMOUSLY APPROVED this 9th day of October 2023 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was duly approved in accordance with law.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/ Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

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") at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACCOOR** is a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its 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**, pursuant to his authority conferred and embodied in City Resolution No. _____ Series of _____, approved by the City Council of Bacoor dated _____, and hereinafter referred to as "**LGU BACCOOR**"

and

TASKUS OUTSOURCING PHILIPPINES, INC., Business Process Outsourcing Services, and Digital Solutions Provider entity duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 5F-6F MDC101, Molino-Paliparan Road, Bacoor City, Province of Cavite, represented herein by its DVP for People Operations, **Ms. REGINA AGUILA**, and hereinafter referred to as "**TASKUS**."

"Party" shall mean LGU BACCOOR or TASKUS, if applicable, while the term "Parties" shall mean LGU BACCOOR and TASKUS, collectively.

WITNESSETH:

WHEREAS, Republic Act No. 7160, or the Local Government Code of 1991, states that each local government unit shall exercise its power to create its own sources of revenue and to levy taxes, fees, and charges subject to the provisions of the Code, consistent with the basic policy of local autonomy;

WHEREAS, the 2021 Citizen Charter of the City Government of Bacoor, in conformity with Republic Act No. 10160, provides the framework for the effective administration of public service and represents a systematic effort to focus on its commitment to the Bacooreños;

WHEREAS, Article 26 of City Ordinance No. 217-2022 Series of 2022, or "*An Ordinance Amending Certain Provisions of City Ordinance No. 2013-060 (The 2013 Revenue Code of the City of Bacoor) and Providing Penalties for Violations thereof*" provides the imposition of fees on all individuals seeking to engage in the exercise, or practice of occupation, or calling within the territorial jurisdiction of the City of Bacoor;

WHEREAS, TASKUS requested the LGU BACCOOR for the possibility of processing the Work Permits of its employees in bulk, through their duly authorized

representative, instead of processing these work permits individually by the employees with the LGU BACCOOR;

WHEREAS TASKUS also requested LGU BACCOOR to honor the random drug test result of its Annual Physical Examination (APE) and for new hires, to honor the results of the Pre-Employment Medical Exam (PEME) for health pass requirement;

WHEREAS, the LGU BACCOOR and TASKUS agree to enter into this Agreement for the convenience and benefit of the TASKUS workforce;

NOW THEREFORE, for and in consideration of the foregoing, the Parties have hereunto agreed as follows:

ARTICLE I RESPONSIBILITIES OF LGU BACCOOR

SECTION 1. The LGU BACCOOR shall:

- A. Provide assistance in processing and issuing the needed Mayor's Work Permit to TASKUS employees for employment purposes, provided all requirements were fully complied with by TASKUS;
- B. Closely assess and check the completeness of all work permit requirements to be submitted by TASKUS to ensure full compliance with the requirements prior to issuance of a Mayor's Work Permit;
- C. Agree that TASKUS may submit all needed requirements of its employee applicants in-bulk through an authorized representative. Such authorized representative must be equipped with written authorization from TASKUS to be submitted to the concerned departments as a requirement for the processing of work permits;
- D. Accept the drug test results of the employee applicants who underwent the Annual Physical Examination (APE) of TASKUS, including the random drug test results of the employees, as a pre-requirement of the Health Permit. Any other laboratory tests, as required by the LGU BACCOOR, must be faithfully complied with by all employee applicants and
- E. Accept the results of the Pre-Employment Medical Exam (PEME) of TASKUS as a pre-requirement of the Health Permit. Any laboratory tests, as required by the LGU BACCOOR, must be faithfully complied with by all employees and applicants.

ARTICLE II RESPONSIBILITIES OF TASKUS

Section 1. TASKUS shall:

- A. Submit and complete all necessary requirements in securing a Mayor's Permit to Work for all its employees in conformity with the requirements set forth by LGU BACOOR;
- B. Assign an authorized representative who shall be responsible for the submission and completion of all Mayor's Permit to Work requirements of all TASKUS employees and who shall coordinate with LGU BACOOR through the Management Information Office for the processing and securing of the Work Permit. The authorized representative must present a Special Power of Attorney by TASKUS. The checklist of requirements during or prior to employment is as follows:
 1. National Bureau of Investigation or Police Clearance;
 2. Latest Community Tax Certificate;
 3. Health Card;
 4. Official Receipt; and
 5. Chest X-ray.

In case there are findings in the Chest X-ray/urine/stool suggestive of infection or other illness, the applicant will be required by the LGU BACOOR through its City Health Office to personally appear for evaluation.

For purposes of this provision, the Health Card shall be accomplished by submitting the following complete requirements to the City Health Office:

1. Barangay Clearance;
2. National Bureau of Investigation or Police Clearance;
3. Latest Community Tax Certificate;
4. 1 x 1 ID Picture;
5. Laboratory results from any Department of Health (DOH) Accredited Laboratories, to wit:
 - (i) X-ray;
 - (ii) Urine and stool; and
 - (iii) Drug Test.
6. Mayors Working Permit, and

7. Proof of Payment/Official Receipt.

The list of requirements may vary depending on the requirements set forth by any City Ordinance or any local laws enacted by the LGU BACCOOR relative to the abovementioned.

- C. Submit all physical copies of the requirements to LGU BACCOOR through its City Health Office. Apart from the physical copies of the requirements, TASKUS shall also send a softcopy of all requirements in PDF file per employee to the City Health Office.
- D. Exert best efforts in ensuring that all its employees will secure and accomplish the needed work permits as required by LGU BACCOOR.

**ARTICLE III
TERM AND TERMINATION**

Section 1. Unless otherwise terminated as provided herein, this Agreement shall be effective, remain in force from the Effective Date, and automatically be terminated on 30 June 2025. This Agreement may be renewed by one Party by sending a formal written notice to the other Party at least thirty (30) days prior to the termination date.

Either Party may terminate this Agreement without cause by written notice to the other Party at least thirty (30) days before the intended termination date. Pre-termination by either Party under this section shall be based only on valid and equitable grounds.

If either Party commits a material breach under this Agreement or commits a material breach of any other terms and conditions of this Agreement, or unjustifiable refusal 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 breach and the Party in breach has failed to cure such breach or perform its obligations.

**ARTICLE IV
CONFIDENTIALITY AND DATA PRIVACY**

Section 1. The Parties expressly warrant and agree that they shall not, during and after the existence of this Agreement, disclose or reveal to any person or any other entity all Confidential Information or records of the other Party, including that of the employee applicants for Work Permits, which may come to their knowledge and/or possession, in the performance of, or in connection with this Agreement. Such confidential information shall include, but not be limited to, the Parties' respective trade secrets like personal information of the employee applicants for work permits and any other methods, processes, formulae, systems, and data pertaining to the employee details and/or information of either Party. The Parties agree to ensure that their directors, officers, nominees, employees, and/or agents

are bound by the provisions of this paragraph.

Section 2. In compliance with RA 10173 or the "Data Privacy Act of 2012", each Party agrees that it will and will ensure that its employees, officers, directors, representatives, and other personnel will hold in confidence all information, documentation, data, or know-how disclosed to the other Party (the "Information"), and will not disclose to any third party or use the information or any part thereof without such other PARTY's prior written approval. Likewise, the Receiving Party undertakes to prevent the transfer of all strictly confidential and confidential information about this Agreement or by any of its members to any Party without the knowledge and written consent of the Disclosing Party.

Section 3. Each Party shall be solely and exclusively liable for any breach of its obligations under this Agreement and for any breach by it of Philippine Privacy Laws during the effectivity of this Agreement. TASKUS shall indemnify and hold LGU BACCOOR free and harmless from any direct, actual, and documented liability, damages, claims, action, expenses, losses, or fees that may arise from any relevant breach or negligence in relation to the personal data of its employees.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 1. **SEVERABILITY.** In the event that any provision of this Agreement is declared by any judicial or competent Government Instrumentality to be void, illegal, or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as will achieve the intention of the Parties or any remaining provision of this Agreement shall remain in full force and effect unless the Parties mutually agree that the effect of such declaration is to defeat the original intention of the Parties in which event, by mutual agreement, the Parties may decide to terminate this Agreement.

Section 2. **AMENDMENTS.** This Agreement and any of the Annex/es may not be modified except in writing, signed by the duly authorized representatives of the Parties after reasonable negotiations and discussions.

Section 3. **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 4. **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. **APPLICABLE LAW/VENUE OF SUITS.** This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

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.

**CITY GOVERNMENT OF
BACOR**

**TASKUS OUTSOURCING
PHILIPPINES, INC.,**

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. ____
Series of ____

Ms. LANA DELOS REYES
VP for Operations

SIGNED IN THE PRESENCE OF:

Dr. ABRAHAM DE CASTRO
City Department Head
Public Employment Service Office –
Bacoor City

Ms. LOURDES DE LOS REYES
Vice President of Operations
TaskUs Outsourcing Philippines, Inc.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____, S.S.

BEFORE ME, a Notary Public, this _____ day of _____, 20____ personally appeared the following:

| NAME | Competent proof of Identity / Number. | Date and Place Issued |
|-------------------|---------------------------------------|-----------------------|
| STRIKE B. REVILLA | | |
| LANA DELOS REYES | | |

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality of the Government herein represented.

This instrument, consisting of six (6) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

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

NOTARY PUBLIC

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