

REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FOURTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,  
ORMOC CITY HALL BUILDING  
ON MARCH 25, 2019

PRESENT:

Vincent L. Rama,	(OIC-City Vice-Mayor & Temporary Presiding Officer),
	SP Member, Majority Floor Leader
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Tomas R. Serafica,	SP Member, Asst. Majority Floor Leader
Benjamin S. Pongos, Jr.,	SP Member
Gregorio G. Yrastorza III,	SP Member
Nolito M. Quilang,	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader
Lea Doris C. Villar,	SP Member, Asst. Minority Floor Leader
Esteban V. Laurente,	Ex-Officio SP Member, Chapter President,
	Liga ng mga Barangay ng Ormoc

ON OFFICIAL BUSINESS:

Leo Carmelo L. Locsin, Jr.	(OIC - City Mayor),
	City Vice Mayor & Presiding Officer

ON LEAVE:

Eusebio Gerardo S. Penserga,	SP Member
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President,
	Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

**RESOLUTION NO. 2019-071**

**A RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR HIS REPRESENTATIVE TO ENTER INTO AND SIGN A MEMORANDUM OF UNDERSTANDING (MOU) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), WITH THE CULTURAL CENTER OF THE PHILIPPINES (CCP) TO ESTABLISH AND/OR STRENGTHEN CCPs LINKAGES AND COOPERATION WITH THE REGIONAL EDUCATIONAL INSTITUTIONS (REIs), NON-GOVERNMENTAL INSTITUTIONS (NGOs) OR LOCAL GOVERNMENT UNITS (LGUs) IN ORDER TO BROADEN PUBLIC PARTICIPATION IN THE ARTS, PROMOTE AND SHOWCASE ARTISTIC EXCELLENCE AND FACILITATE A DYNAMIC COLLABORATION BETWEEN AND AMONG REGIONAL ART CENTERS (RACS).**

WHEREAS, this august Body was in receipt of an Indorsement (3<sup>rd</sup> Indorsement) from the Office of the City Mayor dated February 08, 2019, and was referred to the Offices of SP Member Gregorio G. Yrastorza, III, Chairman of the Committee on Tourism, Culture and Arts and SP Member Benjamin S. Pongos, Jr., Chairman of the Committee on Laws and Ordinances, requesting therein for the issuance of a Resolution granting authority to the City Mayor Richard I. Gomez or his representative to enter into and sign a Memorandum of Understanding (MOU) for and in behalf of the Local Government Unit (LGU) of Ormoc City with the Cultural Center of the Philippines (CCP), a copy of the final MOU is hereto attached and made an integral part hereof;



WHEREAS, the CCP recognizes the need to establish and/or strengthen CCP's linkages and cooperation with the regional Educational Institutions (EIs), non-governmental organizations (NGOs) or Local Government Units (LGUs) in order to broaden public participation in the arts, promote and showcase artistic excellence and facilitate a dynamic collaboration between and among Regional Art Centers (RACS);

WHEREAS, at present, there are several educational institutions and local organizations in the regions that already have existing structures, programs and facilities that can very well support and sustain various arts and cultural events and activities;

WHEREAS, the CCP through its Cultural Exchange Department (CED) has resolved to fortify a dynamic partnership with prominent educational institutions (EIs), NGOs and LGUs in Luzon, Visayas and Mindanao as one of its strategies to fulfill its cultural mission;

WHEREAS, the CCP CED conceptualized KAISA SA SINING (KSS) which will establish CCP's active regional-satellite partners in the regions by formalizing its cooperation as the CCP's Regional Art Centers (RACs) thru a Three-Year Memorandum of Understanding (MOU) that will outline the specific areas of its partnership;

WHEREAS, LGU Ormoc, cognizant of the positive impact of the Ormoc City Fiesta 2017 and 2018 to the local economy, fully supports the conduct of this event in the city;

WHEREAS, the subject MOU clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles, obligations and responsibilities for the successful conduct of the upcoming Ormoc City Fiesta Celebrations;

WHEREAS, upon close and thorough review, this Sanggunian finds that the MOU is not detrimental to the interest of the City, not contrary to law, public policy, public morals and existing contracts, and that the aim of this is highly noble, in that together the City and the CCP will be undertaking programs that will greatly benefit the inhabitants of the City, so therefore, most deserving of this august Body's full support and affirmative action;

WHEREFORE, on joint motion of SP Member Gregorio G. Yrastorza, III, Chairman, Committee on Tourism, Culture and Arts, and SP Member Benjamin S. Pongos, Jr. Chairman, Committee Laws and Ordinances, jointly seconded by SP Members Nolito M. Quilang and Tomas R. Serafica; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION AUTHORIZING THE CITY MAYOR RICHARD I. GOMEZ OR HIS REPRESENTATIVE TO ENTER INTO AND SIGN A MEMORANDUM OF UNDERSTANDING (MOU) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE CULTURAL CENTER OF THE PHILIPPINES (CCP) TO ESTABLISH AND/OR STRENGTHEN CCPs LINKAGES AND COOPERATION WITH THE REGIONAL EDUCATIONAL INSTITUTIONS (EIs), NON-GOVERNMENTAL INSTITUTIONS (NGOs) OR LOCAL GOVERNMENT UNITS (LGUs) IN ORDER TO BROADEN PUBLIC PARTICIPATION IN THE ARTS, PROMOTE AND SHOWCASE ARTISTIC EXCELLENCE AND FACILITATE A DYNAMIC COLLABORATION BETWEEN AND AMONG REGIONAL ART CENTERS (RACS);

ADOPTED, March 25, 2019.



RESOLVED, FURTHER, that a copy of the final and notarized Memorandum of Understanding (MOU) be submitted to the 14<sup>th</sup> Sangguniang Panlungsod ng Ormoc for its information and files;

RESOLVED, FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez, the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine Mejia-Romero; the City Tourism Office; the Cultural Center of the Philippines (CCP); the OIC-City Director, DILG; and other concerned offices for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the foregoing resolution.

  
MARIA ANTONIETA S. CO HAT  
(OIC - SP Secretary)  
Supervising Administrative Officer

ATTESTED:

  
VINCENT L. RAMA  
(OIC - City Vice-Mayor & Temporary Presiding Officer)  
Majority Floor Leader  
SP Member



**MEMORANDUM OF UNDERSTANDING**

KNOW ALL MEN BY THESE PRESENTS:

This contract, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, in the City of Pasay, Philippines by and between:

The **CULTURAL CENTER OF THE PHILIPPINES**, a government owned and controlled corporation created by P.D. 15 as amended, with principal office at the Cultural Center of the Philippines building, CCP Complex, Roxas Boulevard, Pasay City, represented herein by its President, **ARSENIO J. LIZASO**, hereinafter referred to as the "**CCP**";

The **CITY GOVERNMENT OF ORMOC**, a local government unit of the agro-commercial and industrial gateway in Eastern Visayas and the renewable energy capital of the Philippines which seeks to better equip individuals and communities to undertake productive pursuits as part of its development goals, with business address at Ormoc City Hall Bldg. Anubing St., Government Center 6541, Ormoc City, represented herein by its Mayor, **RICHARD I. GOMEZ**, hereinafter referred to as "**CGO**".

WITNESSETH

ORMOC CITY LEGAL OFFICE

APPROVED NOT

SEPARATE OPINION

**WHEREAS**, the **CCP** recognizes the need to establish and further strengthen its linkages and cooperation with local organizations in order to broaden public participation in the arts and bring its programs and services closer to the people in the regions.

**WHEREAS**, there are, at present, several educational institutions and local organizations in the regions that already have existing structures, programs and facilities that can very well support and sustain various arts and cultural events and activities.

**WHEREAS**, the **CCP** through its **Cultural Exchange Department (CED)** has resolved to fortify a dynamic partnership with prominent educational institutions (EI), and non-government organizations (NGO) and local government units (LGUs) in Luzon, Visayas and Mindanao as one of its strategies to fulfill its cultural mission.

**WHEREAS**, the **CCP CED** conceptualized **KAISA SA SINING (KSS)** which will establish CCP's active regional-satellite partners in the regions by formalizing its cooperation as the CCP's Regional Art Centers (RACs) thru a Three-Year Memorandum of Understanding (MOU) that will outline the specific areas of its partnership;

**WHEREAS**, the **CCP** through **KSS** aims to establish and/or further strengthen CCP's linkages and cooperation with regional EIs, NGOs or LGUs in order to broaden public participation in the arts, promote and showcase artistic excellence and facilitate a dynamic collaboration between and among the RACs;

**WHEREAS**, the **CCP** and the **CGO** both recognize the need to forge a medium term partnership that will advance cultural and artistic development and promotions in the regions and country;

**WHEREAS**, the **CCP** has identified the **CGO** as one of its RACs in the region of **Visayas**;

**WHEREAS**, the **CGO** agrees to be one of CCP's RACs in the region of Visayas.



**NOW, THEREFORE**, the **CCP** and the **CGO** have hereto mutually agreed to formalize its partnership according to the specific terms and conditions stated herein:

- I. The **CCP** shall assist, facilitate and provide the following to **CGO**:
  1. Training and apprenticeship opportunities for artists, cultural workers and personnel of **CGO**;
  2. Move-over and/or touring productions at least once a year;
  3. Free of charge use of a **CCP** venue & facilities (excluding operational expenses such as ushering services, ticket printing, technical crew overtime, etc.) for presentation of outstanding regional works and artists/art companies once a year depending on venue availability;
  4. Free of charge use of the **CCP** CED technical equipment (lights & sound system) for arts & cultural events once a year depending on availability, excluding transportation of equipment & per diem-travel expenses of technical crew;
  5. Complimentary copies of selected **CCP** cultural resource materials to include publications and audio-video;
  6. Free tour of the **CCP** building and facilities for the artists, cultural workers, students, teachers/personnel of the **CGO** once a year for a maximum group of 50pax;
  7. Complimentary tickets to at least 3-5 **CCP** produced shows per year;
  8. Promotion of major cultural events/activities of the **CGO** in the **CCP** website, Radio Program and/or E-Board; and
  9. Participation in the **CCP** Annual Open House Festival and other festivals.
- II. As **CCP's RAC**, the **CGO** for its part shall assist, facilitate and provide the following:
  1. Appropriate venue/s for **CCP** regional trainings, move-over or touring productions at least once a year;
  2. Production, technical & logistical needs for the presentation of move-over and/or touring productions on site;
  3. For performances and/or trainings that the **CGO** will agree to present and implement in Ormoc City, the **CGO** will cover the corresponding fees for the artists/trainors, the rates of which will be based on a separate contract mutually agreed upon by the **CCP** & **CGO** on a per project basis;
  4. Mobilization of audiences and participants for the collaborative projects and activities in Ormoc City including local publicity & marketing;
  5. For **CGO** artists, performing groups and personnel sent by the **CGO** to Manila/**CCP** for training or performances, the **CGO** will cover their travel, production & logistical expenses;
  6. Complimentary copies of selected cultural resource materials produced by the **CGO** for the **CCP** Library;
  7. Information & support for cultural research work on site or in the region;
  8. **CCP** Participation in a major annual cultural festival on site;
  9. Take the lead in the review, drafting, formulation, approval & implementation of specific cultural policies relevant to the **CGO** and Ormoc City and provide the necessary resources and facilities.



REVIEWED

ORMOC CITY LEGAL OFFICE

APPROVED BY

MOU between CCP and CGO

BY: Josephine Mejia Romero  
Ormoc City Legal Officer

DATE: 2/14/15

This **MOU** shall take effect upon signing of this agreement and shall continue to be in force for a period of three (3) years, after which a new **MOU** may be drawn based on the evaluation of the program.

Should there occur any force majeure or similar conditions that may delay or prevent the timely completion or fulfillment of any part or portion of this **MOU**, the party with knowledge whereof shall notify the other immediately in writing to enable the parties to adopt remedial measures.

**WHEREFORE**, the parties hereto have affixed their signatures on the \_\_\_\_\_ day of \_\_\_\_\_ in the City of \_\_\_\_\_, Philippines.

For the:  
**CULTURAL CENTER OF THE  
OF PHILIPPINES**

For the:  
**CITY GOVERNMENT OF ORMOC**

\_\_\_\_\_  
**ARSENIO J. LIZASO**  
President

\_\_\_\_\_  
**RICHARD I. GOMEZ**  
Mayor

**WITNESSETH:**

\_\_\_\_\_  
**CHRIS B. MILLADO**  
VP – Artistic Director

\_\_\_\_\_  
**NELSON ALINDOGAN**  
Tourism Officer  
Ormoc City Tourism Office

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES)**  
**CITY OF \_\_\_\_\_ ) S.S.**

BEFORE ME, a Notary Public, in and for the City of \_\_\_\_\_, personally appeared on this \_\_\_\_\_ day of \_\_\_\_\_, the following:

Government Issued I.D.      Validity / Issued at:

**ARSENIO J. LIZASO**

Passport # EC6243049 Dec. 16, 2020 / DFA Manila

**RICHARD I. GOMEZ**

All known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement which consists of three (3) pages, including this page where the acknowledgement is written, and who acknowledge to me that the same is their free act and voluntary deed and that of the entities they duly represent.

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

Doc.No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2018.

NOTARY PUBLIC