

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 01, 2018

PRESENT:

Vincent L. Rama,	(OIC-City Vice Mayor & Temporary Presiding Officer),
	SP Member, Asst. Majority Floor Leader
Rolando M. Villasencio,	SP Member, Majority Floor Leader
Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Benjamin S. Pongos, Jr.,	SP Member
Eusebio Gerardo S. Penserga,	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
Mariano Y. Corro,	Ex-Officio SP Member
	Chapter President, Liga ng mga Barangay ng Ormoc

ON OFFICIAL BUSINESS:

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

ON LEAVE:

Tomas R. Serafica,	SP Member
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RESOLUTION NO. 2018-057

A RESOLUTION GRANTING AUTHORITY TO CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) REPRESENTED BY ITS EXECUTIVE DIRECTOR, MR. RICO S. PABLEO JR. FOR THE CONDUCT OF EVAM SUMMIT: 3 DAY BASIC MUSEOLOGY WORKSHOP.

WHEREAS, Section 22 (c) of RA 7160, otherwise known as Local Government Code provides that no contract may be entered into by the Local Chief Executive in behalf of the Local Government Unit without prior authorization by the Sanggunian concerned.

WHEREAS, this august Body was in receipt of an endorsement from the Office of the City Mayor dated February 9, 2018 requesting for the passage of a resolution granting authority to City Mayor Richard I. Gomez to enter into and sign a Memorandum of Agreement (MOA) for and on behalf of the Local Government Unit of Ormoc (LGU-ORMOC) with the National Commission for Culture and the Arts (NCCA) represented by its Executive Director, Rico S. Pableo Jr. relative to the conduct of EVAM Summit: 3 Day Basic Museology Workshop, a copy of the MOA is hereto attached and made integral part hereof;

WHEREAS, pursuant to R.A. 7356, the NCAA is mandated to encourage the continuing and balanced development of a pluralistic culture by the people, conserve and promote nation's cultural heritage ensure the widest dissemination of artistic and cultural products and preserve and integrate traditional culture and its various creative expressions as a dynamic part of the national cultural mainstream;

WHEREAS, City Government of Ormoc (LGU-Ormoc) proposed a project entitled "EVAM Summit: 3 Day Basic Museology Workshop" which will be held on May 2018 duly participated by different LGUs in Eastern Visayas in coordination with Eastern Visayas Association of Museum and Leyte Heritage Society and the said proposed project was also applied for financial assistance to the NCAA;

WHEREAS, the project, as proposed was approved by the NCCA Board of Commissioners under Resolution Number 2018-040 dated December 19, 2017 supported by way of financial assistance in the amount specified in the said MOA chargeable to the Program on Strengthening Culture-Sensitive Governance and Development;

WHEREAS, in order to formalize the collaboration of NCCA and LGU-Ormoc with regard to the implementation of the said project, there is a need to execute a MOA;

WHEREAS, the MOA had undergone the review of the City Legal Officer and was found to be in order and most beneficial to the people hence, recommends for its approval by this Sanggunian;

WHEREAS, the Committee on Laws and Ordinances and the Committee on Education, Culture and Arts jointly conducted a meeting and deliberated the request for authority of the City Mayor and found the MOA beneficial and advantageous to Ormoc City and therefore approved the request at the committee level and recommended to the Sanggunian plenary session the approval of the same;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Chairman, Committee on Education, Culture and the Arts and SP Member Benjamin S. Pongos Jr., Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Mariano Y. Corro, Gregorio G. Yrastorza III, Lea Doris C. Villar and Rolando M. Villasencio; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO CITY MAYOR RICHARD I. GOMEZ TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH THE NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) REPRESENTED BY ITS EXECUTIVE DIRECTOR, MR. RICO S. PABLEO JR. FOR THE CONDUCT OF EVAM SUMMIT: 3 DAY BASIC MUSEOLOGY WORKSHOP;

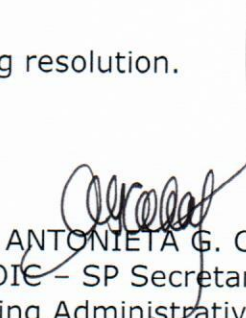
ADOPTED, March 01, 2018.

RESOLVED, FINALLY, that copies of this resolution be furnished each to the Honorable City Mayor Richard I. Gomez; the City Administrator, Vincent L. Emnas; the City Tourism; the City Legal Officer, Atty. Jasper M. Lucero; National Commission for Culture and the Arts (NCCA) represented by its Executive Director, Mr. Rico S. Pableo Jr.; the OIC-City Director, DILG, Engr. Jesus Jeremy D. Bagares; and other offices concerned.

CARRIED UNANIMOUSLY.

Res. No. 2018-057

I HEREBY CERTIFY to the correctness of the foregoing resolution.


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

ATTESTED:


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



Republic of the Philippines
OFFICE OF THE CITY LEGAL OFFICER
Ormoc City, Leyte

07 February 2018

MA. VICTORIA LYRA P. DELA CERNA
City Govt. Asst. Dept. Head I
City Mayor's Office
LGU-Ormoc City

2-7-18
q.10
B. Manan

Re: Proposed MOA Between LGU-Ormoc and the National Commission for Culture and the Arts (NCCA) for the Conduct of EVAM Summit: 3 Day Basic Museology Workshop

Dear Ms. Dela Cerna:

The undersigned has reviewed the draft of the abovementioned MOA against the provisions of RA 7356 as well as the mission and functions of the NCCA and finds nothing legally objectionable to the basis, substance and purposes thereof. The same is likewise found to be in order, not detrimental to the interests of the City, not contrary to law, morals and public policy.

The undersigned recommends approval of the aforementioned MOA, and further recommends that an SP Resolution be secured for the Authority of the Mayor to sign the same.

Thank you.

For the City Legal Officer:

Respectfully Yours,

ATTY. JESUS MANUEL A. HORCA III
City Govt. Asst. Dept. Head I
Assistant City Legal Officer

2018 -
2018-057
03/01/18

AMENDMENT TO THE MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

JUL 25 2018
This Amendment to the Memorandum of Agreement was made and executed this at the City of Manila by and between:

The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA)**, a government agency created by and pursuant to Republic Act No. 7356 dated 03 April 1992, with office address at the NCCA Building, General Luna Street, Intramuros, Manila, represented herein by its Executive Director, **RICO S. PABLEO JR.** herein referred to as the "NCCA"

-and-

The **LOCAL GOVERNMENT OF ORMOC CITY** is a local government unit with principal address at Ormoc City Hall Building, Anubing Street, Government Center 6541 Leyte represented s represented in this act by its Mayor, **RICHARD GOMEZ** hereinafter referred to as the "GRANTEE".

WITNESSETH

WHEREAS, the Parties entered into Memorandum of Agreement dated April 19, 2018, copy of the said MOA is attached herein as Annex "A" for the project titled "**EVAM Summit: 3 Day Basic Museology Workshop**"

WHEREAS, the GRANTEE sent a letter to the NCCA requesting for the extension of the said Memorandum of Agreement. Copy of the said letter is attached herein as Annex "B".

WHEREAS, the parties now desire to amend No. 6 of the MOA;

NOW THEREFORE, for and in consideration of the above premises, the parties have agreed to amend the MOA as herein provided.

1. No. 6 of the MOA shall be amended to be read as follows:

"This AGREEMENT shall take effect on January 30, 2018 and shall continue to be in force until October 31, 2018, after such time the GRANT shall have been completed with all the terms and conditions herein satisfied".

2. That the foregoing amendment to the Memorandum of Agreement shall take effect immediately.

3. That this amends the Memorandum of Agreement between the NCCA and the herein GRANTEE but all other provisions in the Memorandum of Agreement which is not affected by amendment shall remain the same and valid and shall also continue to bind the Parties accordingly.

WHEREFORE, the parties hereto have hereunto affixed their signatures this JUL 25 2018 day of in the City/Municipality of Manila, Philippines.

For the NCCA


RICO S. PABLEO JR.
Executive Director

OFFICE OF THE CITY MAYOR
Ormoc City

**CERTIFIED TRUE COPY OF
ORIGINAL DOCUMENT**
MA VICTORIA R. DELA CERNA
CITY CLERK, DEPT. HEAD 1

DATE: _____

For the GRANTEE


RICHARD GOMEZ
Grantee/City Mayor

AS per SP Resolution No.
2018-057

Signed in the Presence of:

Adelina M. Suemith
ADELINA M. SUEMITH
Chief, PMED-NCCA
Witness

Phil Harold L. Mercurio
PHIL HAROLD L. MERCURIO
PIO - EVAM
Witness

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S

BEFORE ME, this 25 day of April 2018, in the City of Manila, Philippines, personally appeared **RICO S. PABLEO JR.** with UMID I.D. No. 005-0096-0375-8 and **RICHARD GOMEZ** with _____ issued on _____ known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed.

The instrument, consisting of 2 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 parties and their witnesses, and sealed with my notarial seal.

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

Doc. No. 141;
Page No. 29;
Book No. 211;
Series of 2018.

NOTARY PUBLIC
ATTY. GARY CAMITAN AURE
NOTARY PUBLIC, ROLL NO. 60777
PS No. 1006124 Issued on Jan. 12, 2018 until Dec. 31, 2018 Manila
IBP Lifetime No. 014369 Issued on Feb. 2, 2016
Commission No. 2018-72 Issued on Feb. 20, 2018 until Dec. 31, 2019 Manila
MCLE No. V-001454 Issued on March 1, 2018 Valid until April 14, 2019
Office Address: Room 308 3F NFWC Bldg. Escudo Corner San Marcelino St. Ermita, Manila
TIN No. 152-331-246

OFFICE OF THE CITY MAYOR
Ormoc City

CERTIFIED TRUE COPY OF
ORIGINAL DOCUMENT

MA. VICTORIA M. DELA CERNA
CITY GOVT. ASST. DEPT. HEAD 1

Project : EVAM SUMMIT: 3 DAY BASIC MUSEOLOGY WORKSHOP
MOA : NCCA-Local Government of Ormoc City
MOA Duration : January 30, 2018-July 31, 2018
Date of Implementation : May 2018

Page 1 of 5 pages

Project Title : EVAM SUMMIT: 3 DAY BASIC MUSEOLOGY WORKSHOP
Proponent : LOCAL GOVERNMENT OF ORMOC CITY

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract, made and entered into this APR 19 2018 day of _____ in the City of Manila, Philippines by and between:

The **NATIONAL COMMISSION FOR CULTURE AND THE ARTS**, a government agency created by and pursuant to Republic Act No. 7356 dated 03 April 1992, with office address at NCCA Building, 633 General Luna Street, Intramuros, Manila represented by its Executive Director **RICO S. PABLEO, JR.** hereinafter referred to as the **NCCA**;

- and -

The **Local Government of Ormoc City** is a local government unit with postal address at Ormoc City Hall Building, Anubing Street, Government Center 6541, Leyte represented in this Act by its Mayor, **RICHARD GOMEZ**, hereunto duly authorized and hereinafter referred to as the **GRANTEE**.

- WITNESSETH -

WHEREAS, pursuant to R.A. 7356, the NCCA is mandated to encourage the continuing and balanced development of a pluralistic culture by the people, conserve and promote the nation's cultural heritage, ensure the widest dissemination of artistic and cultural products and preserve and integrate traditional culture and its various creative expressions as a dynamic part of the national cultural mainstream;

WHEREAS, the **GRANTEE**, a local government unit with a mission to be the agro-commercial and industrial gateway in Eastern Visayas and the Renewable Energy Capital of the Philippines, with a growth inclusive economy, in a disaster resilient environment, administered by an accountable local government:

WHEREAS, the **PROJECT** entitled "**EVAM Summit: 3 Day Basic Museology Workshop**" as particularly described in the Project Documents attached hereto as Annex "A" and the Line Item Budget attached hereto as Annex "A-2". The attached annexes are made integral parts of this agreement;

WHEREAS, the **NCCA** recognizes the true worth of the **PROJECT** as contributory to the development of Philippine culture and arts and has seen it fit, proper and convenient to adopt the same for its own purposes;

WHEREAS, the **PROJECT**, as proposed by **GRANTEE**, was approved by the Board of Commissioners under Resolution Number 2018-040 dated December 19, 2017 supported by way of financial assistance in the amount of **One Hundred Twenty Thousand Pesos Only (PhP120,000.00)** chargeable to the Program on Strengthening Culture-Sensitive Governance and Development a copy of which is attached hereto as Annex "B" and made an integral part of this agreement

NOW THEREFORE, the parties hereto mutually agree to undertake, execute and implement the **PROJECT** as enumerated herein in close collaboration and coordination with each other subject to the following terms and conditions:

RICO S. PABLO, JR.
Executive Director

1. The NCCA shall appropriate the sum of **One Hundred Twenty Thousand Pesos Only (PhP120,000.00)** as financial assistance to the Grantee to be released in the following manner subject to the issuance of Notice of Cash Allocation from the Department of Budget and Management:

a) The first tranche of the GRANT amounting to **One Hundred Eight Thousand Pesos Only (PhP108,000.00)** or 90% of the Grant shall initially released to the GRANTEE upon compliance/submission of the following:

1. Execution and notarization of Memorandum of Agreement between NCCA and Grantee;
2. Issuance of **Official Receipt** by the Grantee for the first release;
3. **Certificate of Accreditation Issued by the NCCA**;
4. **Proposed Schedule of Activities**

b) The amount of **Twelve Thousand Thousand Pesos Only (PhP12,000.00)** or 10% of the GRANT shall be released to the GRANTEE upon compliance of the following:

1. **Reports of Checks Issued [RCI]** and /or **Reports of Disbursement [RD]** certified correct by the Accountant/Treasurer, approved by the Head of the Implementing Agency (IA) and duly certified by the Auditor of the IA (COA Circular 2012-001);
2. **Monitoring and Evaluation Report** prepared by the NCCA-PMED;
3. **1 Hardbound Terminal Report** including photo documentation of the project (please refer to item 2.h for more details);
4. **Clear edited video documentation of the project in DVD format** (please refer to 2.i) for more details ;
5. **Acceptance of Output** issued by the NCCA;
6. Issuance of **Official Receipt** by the GRANTEE for the last release; and
7. List of Accounts payable.

2. For its part, the GRANTEE shall:

- a. **Implement the Project** according to the particularities stated in the Project Proposal, Line Item Budget, Schedule of Activities/Gantt Chart and Board Resolution;
- b. **Keep an accounting of the Grant** in accordance with generally accepted government accounting and auditing rules and regulations. **The grantee shall maintain a separate Book of Accounts exclusively for the NCCA grant supported by receipts/ documents and all records shall be made available for inspection by an NCCA staff or COA Auditor.** It is understood that the Grantee shall be responsible for the sound and judicious administration/management of the project fund, otherwise the Grantee shall refund any disallowed disbursements as may be determined by the COA Auditor;
- c. **Act as lead implementer** of the Project and shall be directly responsible for hiring, supervising and facilitating the release of the payment for services rendered by the project personnel hired on a contract basis which contract shall not exceed the duration of the Project. **Applicable tax shall be deducted for payment of services rendered by project personnel.** For this purpose, the Grantee shall be responsible for all applicable taxes and duties and its remittances to the local Bureau of Internal Revenue (BIR);
- d. **Coordinate regularly with the NCCA Officer** for the implementation, monitoring and assessment of the Project through letter, phone or text messaging. The NCCA shall assign a counterpart officer who shall coordinate and monitor on a regular basis the progress of the project;

RICHARD GOMEZ
Mayor

LAWRENCE CHARLES E. SALAZAR
Head, Cultural Heritage Section

NELSON L. ALINDOGAN
Witness OIC - TOURISM OFFICER

- e. **Undertake the local and national promotion** of the event and shall properly acknowledge the sponsorship of the NCCA in all media disseminations (e.g., press releases) and all other collateral materials to promote the event.

The minimum output shall be two (2) streamers exclusively acknowledging the NCCA as sponsor and placed at strategic locations. The Commission shall be correctly spelled out: "**National Commission for Culture and the Arts (NCCA)**." In the posters, flyers, invitations, press releases, and programs, the NCCA logo shall be of equal size or larger than the logo of other major sponsors. Acknowledgement shall be done *before, during* and *after* the program.

- f. **Authorize the NCCA** to include the project output, partially or entirely, in its website (www.ncca.gov.ph) and database and for use in the NCCA's promotional efforts, reports or other collateral materials as the NCCA deems necessary for the promotion of culture in the country. The NCCA agrees to acknowledge the source and authorship of the material used;
- g. **Submit all liquidation reports** as required by the NCCA within 2 months after the implementation of the PROJECT. The **Report of Expenses shall be submitted to the NCCA NEFCA Division. Failure to submit the above reports within two (2) months after completion of the PROJECT shall mean cancellation of the remaining GRANT and disqualification of the GRANTEE from receiving financial assistance from the Commission in the future;**
- h. **Submit Final Report, including soft file copy**, to the NCCA **Plan/Policy Formulation and Programming Division**. Terminal Reports shall be in accordance with the requirements of NCCA as provided for in the NCCA Guide on Terminal Report; and
- i. **Terminal Report should be in the following format:** (1) **Hardbound Terminal Report** in accordance with the NCCA Guide on terminal report (2) A **DVD** containing a non-editable PDF (Portable Document File) format of the Report readable in a standard computer. The DVD must be of high quality (ex. Imation, Sony) in transparent case and properly labeled. Photos must be saved in JPG files for possible use in NCCA publications.
- j. In case the Grantee fails to complete the project covered by this Memorandum of Agreement without justifiable reason, or there is a material violations of the provisions of the MOA, or of COA Circular, the NCCA shall institute legal action against the GRANTEE.
3. In case the amount granted for the project was not fully utilized by the GRANTEE, it must return to the NCCA any amount unutilized, including interest, if any
4. For its part, The NCCA must officially acknowledge its acceptance of the completed PROJECT if the results indicated in the inspection reports so warrant.
5. In case of the dissolution of the GRANTEE organization, voluntary or involuntary, the NCCA shall be given a lien by the GRANTEE on its assets, in accordance with existing laws, to the extent of the unexpended or unutilized portion of the fund.
6. This AGREEMENT shall take effect on **January 30, 2018** and shall continue to be in force until **July 31, 2018**, after such time the GRANT shall have been completed with all the terms and conditions therein satisfied.
7. Should there be an occurrence of any force majeure or similar condition which may delay or prevent the timely completion or fulfillment of this AGREEMENT and the attainment of its objective/s, the party with knowledge thereof shall notify the other in writing, specifying the cause and its implications and consequences upon the fulfillment of the GRANT, to enable the parties to adopt remedial measures.

RICO S. PABLEO, JR.
Executive Director

RICHARD GOMEZ
Mayor

LAWRENCE CHARLES E. SALAZAR
Head, Cultural Heritage Section

NELSON L. ALINDOGAN
Witness
OIC - TOURISM OFFICER

8. In the event of unjustified failure of the GRANTEE to complete or fully implement the GRANT, in accordance with the terms and conditions stipulated in this AGREEMENT, or if the NCCA considered the PROJECT grossly unsatisfactory, or if there is any breach or violation thereof committed by the GRANTEE, the NCCA may forfeit the GRANT and terminate this AGREEMENT. Thereupon, the NCCA may take over the implementation/execution of the GRANT without prejudice to holding the GRANTEE liable for the return/reimbursement to the NCCA of the fund, or the balance thereof, received by the GRANTEE and for which it is accountable pursuant to this AGREEMENT. The GRANTEE shall also be liable under such civil action and/or criminal prosecution as may be warranted under existing laws.
9. The parties shall mutually agree upon any amendment or modification of this AGREEMENT or its renewal. No modification or amendment of this AGREEMENT shall be valid unless the same is in writing and signed by both parties. No waiver of any provision of this AGREEMENT shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.
10. Failure of a party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the same or other condition, promise, agreement or understanding at a future time.

WHEREFORE, the parties hereto have affixed their signatures, this 19 day of April 2018, in the City/Municipality of Manila, Philippines.

For the NCCA:



RICO S. PABLEO, JR.
Executive Director

For the GRANTEE:



RICHARD GOMEZ
Mayor

Signed in the Presence of:


LAWRENCE CHARLES E. SALAZAR
Head, Cultural Heritage Section


NELSON L. ALINDOGAN
Witness DIC-TOURISM OFFICER

Certified Funds Available
in the Amount of PhP120,000.00
C.Y. 2018


HERENCIO Y. LLAPITAN
Chief Accountant, NEFCA

OS# 02-104375-2018-07-1114
dtd 4-17-18

REPUBLIC OF THE PHILIPPINES
CITY/MUNICIPALITY OF **MANILA**

APR 19 2018

BEFORE ME, this ___ day of ___, in the City/Municipality of **MANILA**, Philippines, personally appeared **RICO S. PABLO, JR.**, with **GSIS No. 2003523382** and **RICHARD GOMEZ** with ID No. **DL NO. N01-85-028343**, known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free and voluntary act and deed.

The instrument, consisting of 5 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 parties and their witnesses, and sealed with my notarial seal.

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

Doc. No. 11
Page No. 3
Book No. V
Series of 2018

ATTY. GARY CANTANAURE

NOTARY PUBLIC

NOTARY PUBLIC ROLL NO. 00777

PIR No. 7006124 Issued on Jan. 12, 2010 Until Dec. 31, 2018 Manila

IBP Lifetime No. 044599 Issued on Feb. 2, 2016

Commission No. 291872 Issued on Feb. 29, 2016 Until Dec. 31, 2019 Manila

MCLE No. V-0018441 Issued on March 1, 2016 Valid Until April 14, 2019

Office Address: Room 306 3F NFWC Bldg. Escoda Corner San Marcelino St. Ermita, Manila

TIN No. 980-331-246