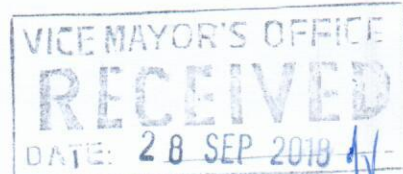


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



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 SEPTEMBER 27, 2018

PRESENT:

Leo Carmelo L. Locsin, Jr.	City Vice Mayor & Presiding Officer
Vincent L. Rama,	SP Member, Majority Floor Leader
Tomas R. Serafica,	SP Member, Asst. Majority Floor Leader
Eusebio Gerardo S. Penserga,	SP Member
Gregorio G. Yrastorza III,	SP Member
Nolito M. Quilang,	SP Member
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
Jasper C. Yerro,	Ex-Officio SP Member, Chapter President, Panlungsod Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

Mario M. Rodriguez,	SP Member, Presiding Officer "Pro-Tempore"
Benjamin S. Pongos, Jr.,	SP Member
John Eulalio Nepomuceno O. Aparis II,	SP Member
	Minority Floor Leader

RESOLUTION NO. 2018-245

A RESOLUTION GRANTING OMNIBUS AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ, OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN ENTERTAINMENT CONTRACTS, FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), FOR THE VARIOUS CELEBRATIONS OF THE ORMOC CHARTER DAY CELEBRATION ON OCTOBER 20, 2018.

WHEREAS, this august Body was in receipt of an extremely urgent request from the Office of the City Mayor, requesting therein for the passage of a resolution granting the City Mayor Richard I. Gomez, authority to enter into and sign the Entertainment Contracts for Various Celebrations of the Ormoc Charter Day on October 20, 2018;

WHEREAS, by virtue of Republic Act No. 179, otherwise known as the Charter of Ormoc City, the City of Ormoc was established which marked the start of its development;

WHEREAS, every 20th day of October each year, Ormoc City celebrates its Charter Day which has then been a long-standing tradition to celebrate the said date with merriment, meaning and significance to provide Ormocanons and visitors alike time to reminisce the City's founding day and boost their camaraderie as a community of peace-loving citizens;

WHEREAS, in the first Contract, the parties have agreed that LGU-Ormoc, the Producer, will engage the services of TRES MARIAS, the Artists, where the latter will perform a live show on October 20, 2018 between 8:00 in the evening and 12:00 midnight at the Ormoc City Plaza in connection with the Ormoc Charter Day celebration, a photocopy of the Entertainment Contract is hereto attached as Annex "A" and made an integral part hereof;

WHEREAS, in the second Contract, the parties have agreed that LGU-Ormoc, the Producer, will engage the services of ETHYL C. GABISON a.k.a. ETHEL BOOBA and MARVIN DE LEON MARTINEZ a.k.a. ATE SHAWIE, the Artists, where the latter will perform a live show on October 20, 2018 between 8:00 in the evening and 12:00 midnight at the Ormoc City Plaza in connection with the Ormoc Charter Day celebration, a photocopy of the Entertainment Contract is hereto attached as Annex "B" and made an integral part hereof;

WHEREAS, in the third Contract, the parties have agreed that LGU-Ormoc, the Producer, will engage the services of BROWNMEN REVIVAL, the Band, where the latter will perform a live show on October 20, 2018 at 9:00 in the evening at the Ormoc City Plaza in connection with the Ormoc Charter Day celebration, a photocopy of the Entertainment Contract is hereto attached as Annex "C" and made an integral part hereof;

WHEREAS, the parties thereto are committed in collaborating to enter into said contracts with full knowledge, commitment and willingness in the fulfillment of their responsibilities contained thereon;

WHEREAS, the City Legal Officer issued a legal opinion dated September 19, 2018 stating that there is no objection to the draft contracts and finds that the same are within the powers of the City pursuant to Sec. 53.6.1 (a) of the 2016 Revised IRR of RA 9184, and that further, recommends that an omnibus authority from the Sanggunian be requested in cognizance of the probability that the City will host more entertainers in the course of the 2018 Charter Day Celebration, a copy of the said letter is hereto attached as Annex "D" and made an integral part hereof;

WHEREAS, upon close and thorough review, this Sanggunian, finds that the Entertainment Contracts are not contrary to law and existing contracts, and that its aim is for the enjoyment and entertainment of the Ormocanons in celebrating the Ormoc Charter Day;

WHEREFORE, on joint motion of SP Member Gregorio G. Yrastorza, III, Chairman, Committee on Tourism, Culture and Arts; and SP Member Nolito M. Quilang, Vice-Chairman, Committee on Laws and Ordinances, severally seconded by SP Members Vincent L. Rama, Tomas R. Serafica, Eusebio Gerardo S. Penserga, Esteban V. Laurente and Jasper Yerro; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass a RESOLUTION GRANTING OMNIBUS AUTHORITY TO THE CITY MAYOR RICHARD I. GOMEZ, OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN ENTERTAINMENT CONTRACTS, FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC), FOR THE VARIOUS CELEBRATIONS OF THE ORMOC CHARTER DAY CELEBRATION ON OCTOBER 20, 2018;

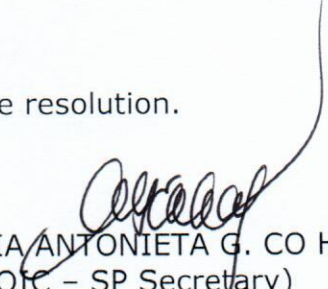
ADOPTED, September 27, 2018.

RESOLVED, FURTHER, that copies of the final and notarized Entertainment Contracts be furnished to this Sanggunian 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. Jasper M. Lucero; the City Tourism Office; the OIC-City Director, DILG; and all other offices concerned for their information and guidance.

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


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

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

DEMO COPY

ENTERTAINMENT CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 14th day of September, 2018 by and between: SILVIA MALUPEN, Manager of TRES MARIAS with ADDRESS #South Insula Timog, Quezon City, TIN: 484-918-333-000 herein after referred to as the ARTISTS;

- And -

HON. RICHARD I. GOMEZ, as Mayor of Ormoc City, Province of Leyte, referred to as the PRODUCER.

WITNESSETH: THAT,

Whereas, the PRODUCER has engaged the services of the ARTISTS for the following show:

71st Charter Day
Culminating Concert
October 20, 2018
8:00PM-12:00MN
Ormoc City City Stage Ormoc
City, Province of Leyte

NOW, THEREFORE, the ARTISTS and PRODUCER, by these presents, do hereby enter into an Entertainment Contract, whereby the PRODUCER engages the services of the ARTISTS under the following terms and conditions:

1. ARTISTS shall be performing a 45minutes live show on October 20, 2018 between 8:00 in the evening and 12:00 midnight at Ormoc City Stage, Ormoc City, Province of Leyte.
2. PRODUCER shall pay the ARTISTS a total amount of PESOS: TWO HUNDRED TWENTY THOUSAND PESOS (P220,000.00), NET OF TAX, to be paid in the following manner;
 - a. Producer will pay a down payment of ONE HUNDRED TEN THOUSAND PESOS (P110, 000.00) from the total agreed talent fee of ARTIST in CASH upon signing of contract
BDO Savings Account number: 007350100148
 - b. The balance of ONE HUNDRED TEN THOUSAND PESOS (P110, 000.00) should be paid in CASH before the ARTISTS performance on the event day.
3. PRODUCER shall provide the following for the ARTISTS;
 - a. PRODUCER should provide TWELVE (12) Roundtrip Airfare tickets from Manila-Tacloban-Ormoc and Ormoc-Tacloban- Manila VIA Air Asia for the entire entourage of the ARTISTS, with 160kls baggage allowance. PRODUCER should also provide land transportation for the exclusive use of the ARTIST and its entourage for the entire duration of the ARTISTS' stay.
 - b. PRODUCER should provide Hotel Accommodation (6 ROOMS), for the ARTISTS and its designated assistant for the duration of the said show date.

- c. Meals, snacks and mineral water for artists and designated assistant during the entire duration of the entourage's stay at the place of performance.
 - d. ARTISTS and its designated assistant shall be provided with necessary security as well as full legal and medical protection during the entire duration of the said show date.
 - e. PRODUCER should provide complete LIGHTS & SOUNDS SYSTEM with based set up based on the TECHNICAL RIDER provided by the ARTISTS.
4. The performance can be filmed, audio or video recorded by the Producer/Organizer.
5. ARTISTS' participation for promotional purposes, i.e, press conference, Radio/TV appearances, and other similar promotional activities shall be upon mutual consent and agreement.
6. PRODUCER and ARTISTS shall bind themselves to the full and proper execution of this contract and shall in no way jeopardize its consummation. PRODUCER shall act at its best capacity to attend and supervise totality of the show production.
7. In the event that the PRODUCER cancels the engagement or is unable to perform its obligation under this contract for reasons not attributable to the ARTIST and provided that the reason for the cancellation are not considered fortuitous events nor "Acts of God", the PRODUCER shall forfeit to the ARTIST any and all payments already made.
8. If the ARTIST cancels the engagement or is unable to perform its obligation under this contract for reasons not attributable to the PRODUCER, and provide that the reasons for the cancellation are not considered fortuitous, nor "Acts of God", the ARTIST shall be obligated to return whatever payments or deposits already made.
9. Should the engagement be cancelled by reasons or as consequence of a fortuitous events or "Acts of God" or other acts though foreseen, cannot be reasonably prevented by the parties, the PRODUCER shall agree to move the date(s) of engagement which shall be agreed upon by both parties, show should be re scheduled only within 190 days from the original show date.
10. PRODUCER and ARTIST agree and warrant that they have full understanding of the terms and conditions set forth in this contract. In case any legal suit that may arise out of this contract, the parties hereto agree that the proper Philippines courts shall have jurisdiction over the case and further, that the attorney's fees equivalent to 25% of the amount in dispute shall be added to the cost of the suit as maybe deemed proper by the court.

WITNESS WHEREOF, the parties have hereunto signed this 14th day of SEPTEMBER, 2018 at Metro Manila, Philippines.

SILVIA B. MALUPENG
Manager

RICHARD I. GOMEZ
Producer

ENTERTAINMENT CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into this 14th day of September, 2018 by and between: ETHYL C. GABISON a.k.a ETHEL BOOBA and MARVIN DE LEON MARTINEZ a.k.a ATE SHAWIE represented by Blandina Roliza E. Felipe as Manager with address, Lot1 B Balaoan St. New Haven Village, Barangay Kaligayahan Novaliches, Quezon City, TIN: 156440910, herein after referred to as the ARTISTS;

- And -

LGU-ORMOC CITY, represented by HON. RICHARD I. GOMEZ, as Mayor of Ormoc City, Province of Leyte, referred to as the PRODUCER.

WITNESSETH: THAT,

Whereas, the PRODUCER has engaged the services of the ARTISTS for the following show:

Culminating Concert
October 20, 2018
8:00PM-12:00MN
Ormoc City City Stage Ormoc
City, Province of Leyte

NOW, THEREFORE, the ARTISTS and PRODUCER, by these presents, do hereby enter into an Entertainment Contract, whereby the PRODUCER engages the services of the ARTISTS under the following terms and conditions:

1. ARTISTS shall be performing a 45minutes live show on October 20, 2018 between 8:00 in the evening and 12:00 midnight at Ormoc City Stage, Ormoc City, Province of Leyte.
2. PRODUCER shall pay the ARTISTS a total amount of PESOS: ONE HUNDRED FIFTY THOUSAND PESOS (P150,000.00), NET OF TAX, to be paid in the following manner;

BLANDINA ROLIZA E. FELIPE, BDO Savings account number
005630472411

a. Producer will pay a 50% down payment of SEVENTY FIVE THOUSAND PESOS (P75, 000.00) from the total agreed talent fee of ARTIST in CASH upon signing of contract

b. The 50% balance of SEVENTY FIVE THOUSAND PESOS (P75, 000.00) should be paid in CASH before the ARTISTS performance on the event day.

c. ARTISTS and its entourage shall be provided with necessary security as well as full legal and medical protection during the entire duration of the entourage's stay at the place of performance.

d. ARTISTS and its designated assistant shall be provided with necessary security as well as full legal and medical protection during the entire duration of the said show date.

4. The performance can be filmed, audio or video recorded by the Producer/Organizer.

5. ARTISTS' participation for promotional purposes, i.e., press conference, Radio/TV appearances, and other similar promotional activities shall be upon mutual consent and agreement.

6. PRODUCER and ARTISTS shall bind themselves to the full and proper execution of this contract and shall in no way jeopardize its consummation. PRODUCER shall act at its best capacity to attend and supervise totality of the show production.

7. In the event that the PRODUCER cancels the engagement or is unable to perform its obligation under this contract for reasons not attributable to the ARTISTS and provided that the reason for the cancellation are not considered fortuitous events nor "Acts of God", the PRODUCER shall forfeit to the ARTISTS any and all payments already made.

8. If the ARTISTS cancels the engagement or is unable to perform its obligation under this contract for reasons not attributable to the PRODUCER, and provide that the reasons for the cancellation are not considered fortuitous, nor "Acts of God", the ARTISTS shall be obligated to return whatever payments or deposits already made.

9. Should the engagement be cancelled by reasons or as consequence of a fortuitous events or "Acts of God" or other acts though foreseen, cannot be reasonably prevented by the parties, the PRODUCER shall agree to move the date(s) of engagement which shall be agreed upon by both parties, show should be re scheduled only within 190 days from the original show date.
10. PRODUCER and ARTISTS agree and warrant that they have full understanding of the terms and conditions set forth in this contract. In case any legal suit that may arise out of this contract, the parties hereto agree that the proper Philippines courts shall have jurisdiction over the case and further, that the attorney's fees equivalent to 25% of the amount in dispute shall be added to the cost of the suit as maybe deemed proper by the court.

WITNESS WHEREOF, the parties have hereunto signed this 14th day of SEPTEMBER, 2018 at Metro Manila, Philippines.

BLANDINA ROLIZA E. FELIPE
Manager

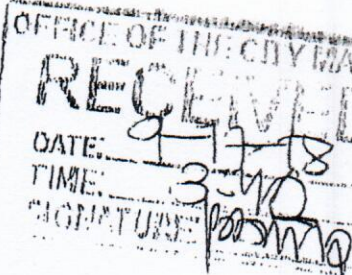
RICHARD I. GOMEZ
Producer

3. PRODUCER shall provide the following for the ARTISTS;

- a. PRODUCER should provide FOUR (4) Roundtrip Airfare tickets from Manila-Tacloban-Ormoc and Ormoc-Tacloban- Manila VIA Air Asia for the entire entourage of the ARTISTS, with 80kls baggage allowance. PRODUCER should also provide land transportation for the exclusive use of the ARTIST and its entourage for the entire duration of the ARTIST's stay.
- b. PRODUCER should provide Hotel Accommodation (2 ROOMS), for the ARTISTS and its designated assistant for the duration of the said show date.
- c. ~~Meals, snacks and mineral water~~ for artists and designated assistant

CONTRACT/AGREEMENT

Hon. Richard Gomez
City Mayor
1002 Banting Street, Ormoc City, Eastern Visayas
(to be hereafter referred to as the PRODUCER)



This is to acknowledge and confirm our Contract/Agreement with regard to the participation at
BROWNMAN REVIVAL (hereafter referred to as the *Band*) on forthcoming "21st Chartered
Day 2018" on October 20, 2018 to be held in Ormoc City Public Stage at 9PM June 14
and onwards, subject to the following terms and conditions:

1. That the *Band* shall perform a maximum of one hour set (see set list reference attached on
page 2) on the said date and venue.
2. That the *Band* agrees to exercise its best effort and talents in fulfilling its obligations.
3. The PRODUCER and the event COMMITTEE 2018 is mind from having sponsors or
presenters for the EVENT/SHOW that may conflict the *Band's* existing endorsement.
Therefore the PRODUCER must submit to the *Band* a written list of all sponsors and
presenters for approval purposes. More so the *Band* shall not be obliged to acknowledge
any sponsors or presenters nor political endorsements or affiliations during the
EVENT/SHOW.
4. That for and in consideration of the artistic services the *Band* shall render, the
PRODUCER agrees, shall, must make payments and deposit to the bank account of
Joseph C. Taym (*Band manager*) an amount of **Two Hundred Thousand Pesos**
(PHP200,000.00) in cash net of all applicable taxes, subject to the following mode of
payments:
 - a. Down payment of One Hundred and Fifty Thousand Pesos (PHP150,000.00) in cash
not beyond September 28, 2018.
 - b. Full payment and completion of the remaining balance upon arrival in Ormoc City
prior but not beyond October 20, 2018 amounting to Fifty Thousand Pesos (PHP50,
000.00) in cash.

Total: PHP200,000.00
In words: Two Hundred Thousand Pesos Only

5. That the PRODUCER agrees and shall provide the *Band* with the following on the
EVENT/SHOW:

- a. Two-way Airfare for the whole entourage.
- b. All airport terminal fees and taxes.
- c. Round trip Baggage and Lodging allowance at least 220k.
- d. Grounds and transfer at least two 12 seat Van Transports.
- e. Accommodations for four (4) entourage maximum of two people in a room.
- f. Decent and well-ventilated backstage area.
- g. Daily meals and refreshments during the entire stay for the whole entourage.
- h. Security for the whole entourage and their properties.
- i. Timetable schedule and Program of the EVENT/SHOW.
- j. Adequate light and sound system. (See attachment)
- k. Sufficient time for *Band* sound check.
- l. Local rider: Unlimited supply of brewed coffee, Unlimited supply of fresh and
natural fruit juices, Non-GMO consumables and Non-Processed Food items.

6. This Contract/Agreement shall not confer the PRODUCER and the event COMMITTEE
2018 of any rights or authority to make and distribute commercially/non-commercial in
all forms and mediums of any fixations of the *Band's* performances in the EVENT/SHOW
except may make and keep an audio-visual recording of the performances exclusively for
documentations purposes only.

Prior to the promotions, advertising marketing thrusts both physical and virtual to any
forms of media platforms, colaterals and merchandising of the EVENT/SHOW, the
PRODUCER must ask permissions, approval and agrees to utilize the official and must
updated *Band* musical creations, names, logos, likeness, photos and images provided by
the *Band's* management only, any infringement or non-compliance of the aforementioned
shall constitute as refer to clause no.9 and additional penalties of 300% in the

remunerated to the extent on top of the agreed talent fees.

8. That in the event or case of cancellation of the EVENT/SHOW attributed to the Artist other than force majeure all payments made shall return to PRODUCER.

9. That in the event or case of cancellation of the EVENT/SHOW attributed to the PRODUCER and or to the event COMMITTEE 2018 all payments made shall be refunded in favor of the Artist and the full amount of the remaining balance.

10. That in the event or case of postponement; prior to the rescheduling of the aforementioned EVENT/SHOW the PRODUCER shall and must settle first the Talent Fees, of the Artist in full plus an additional amount of thirty percent (30%) from the total remunerations serve for man hours lost, however rescheduling of the performance shall be mutually agreed by both parties under the original terms of the Contract/Agreement provided it does not exceed of thirty (30) days from the original date, furthermore if the PRODUCER and or the event COMMITTEE 2018 decides not to push through with the staging of the EVENT/SHOW all payments made shall be refunded in favor of the Artist, likewise shall constitute as refer to clause no.9.

11. In avoidance of doubt, it is agreed and understood that the commitments made between Mr. Joseph C. Taylo (Event Manager) and LGU QUEZON CITY represented by CITY MAYOR Hon. Richard L. Gomez (as the PRODUCER), whereas the PRODUCER and or Mr. Sergio Barua Jr. (duly authorized Talent Coordinator) must be present at all times on the aforementioned EVENT/SHOW date and venue, likewise shall committedly comply with its obligations, shall coordinate thoroughly properly with the Artist.

12. This Contract/Agreement is final, the PRODUCER must fulfill all stipulated provisions and settlement of payments accordingly, non-compliance to the aforementioned herein this Contract/Agreement shall be null and void likewise shall constitute as cause null otherwise. Any additional clauses, provisions, terms or conditions must enter to another signed written consent and approval. All stipulations herein shall remain confidential, in the case declared unconstitutional; the rest shall remain valid and have the force and effect between parties. In the event of suit, both parties hereby agree to submit to the proper courts.

This Contract/Agreement shall bind and accepted only when signed on each page by both parties.

Mr. Joseph C. Taylo
Manager
BROWNIAN REVIVAL
2018

With our conformity and agreement.

Hon. Richard Gomez
CITY MAYOR
QUEZON CITY
Date

RECEIVED

DATE:

9-19-18

TIME:

2:00

SIGNATURE:



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

19 September 2018

MA. VICTORIA LYRA P. DELA CERNA RRT, MBA-HA, MPA

City Govt. Asst. Dept. Head I

City Mayor's Office

LGU-Ormoc City

Re: Review of Three (3) Draft Entertainment Contracts

Dear Ms. De La Cerna:

This pertains to the three (3) draft entertainment contracts between the City Government and Joseph C. Taylo, Silvia Malupen, and Blandina Roliza E. Felipe endorsed to this office.

The undersigned recommends that the CMO check for the availability of funds for the proposed concert on 20 October 2018, but otherwise has no objection to the above draft contracts, and finds that the same are within the powers of the City pursuant to Sec. 53.6.1(a) of the 2016 Revised IRR of RA 9184.

The undersigned further takes cognizance of the probability that the City will host more entertainers in the course of the 2018 Charter Day celebrations, and recommends that, for the purposes of expedience, that the Mayor request an omnibus authority from the SP to sign entertainment contracts of a similar nature for the 2018 Charter Day celebrations.

For the consideration of the CMO.

Thank you.

Very Truly Yours,

ATTY. JASPER M. LUCERO
City Legal Officer