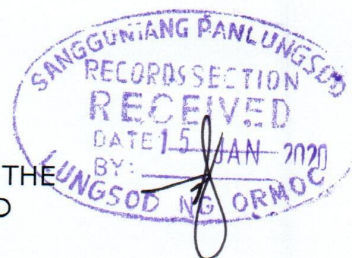


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE  
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD  
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL  
ON JANUARY 14, 2020

PRESENT:

Leo Carmelo L. Locsin, Jr.  
Benjamin S. Pongos, Jr.,  
Roiland H. Villasencio,  
Tomas R. Serafica,  
Eusebio Gerardo S. Penserga,  
Jasper M. Lucero,  
Peter M. Rodriguez,  
Vincent L. Rama,  
Gregorio G. Yrastorza III,  
Lalaine A. Marcos,  
Esteban V. Laurente,

City Vice Mayor & Presiding Officer  
SP Member, Majority Floor Leader  
SP Member, 1<sup>st</sup> Asst. Majority Floor Leader  
SP Member, Presiding Officer "Pro-Tempore"  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member  
SP Member  
Ex-Officio SP Member, Chapter President,  
Liga ng mga Barangay ng Ormoc  
Ex-Officio SP Member, Chapter President,  
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

ON LEAVE:

Nolito M. Quilang,

SP Member, 2nd Asst. Majority Floor Leader

**RESOLUTION NO. 2020-017**

**A RESOLUTION APPROVING AND AUTHORIZING THE  
CREATION OF A TRUST FUND ACCOUNT FOR THE  
TWO MILLION FIVE HUNDRED THOUSAND  
PHILIPPINE PESOS (PHP2,500,000.00) GRANT BY  
NATIONAL COMMISSION FOR CULTURE AND THE  
ARTS (NCCA) FOR ORMOC CITY'S HOSTING OF THE  
LAUNCH OF THE NATIONAL ARTS MONTH AND THE  
PHILIPPINE VISUAL ARTS FESTIVAL FROM JANUARY  
31, 2020 TO FEBRUARY 28, 2020.**

WHEREAS, the Fifteenth Sangguniang Panlungsod was in receipt of an Indorsement Letter from the City Mayor's Office (CMO) dated January 9, 2020 requesting for a resolution creating a Trust Fund Account for the Two Million Five Hundred Thousand Philippine Pesos (Php2,500,000.00) Grant by NCCA for Ormoc City's Hosting of the launch of the National Arts Month and the Philippine Visual Arts Festival from January 31 to February 28, 2020.

WHEREAS, it is a policy of the State to give priority to arts and culture, among others, and local government units are enjoined to ensure and support, among other things, the preservation and enrichment of culture;

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 expression as a dynamic part of the national cultural mainstream;

WHEREAS, the National Arts Month is celebrated every month of February in accordance with Presidential Proclamation 683;



WHEREAS, Resolution 2020-006 granted authority to the City Mayor Richard I. Gomez or the Acting City Mayor 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 the Culture and the Arts for the implementation of the Project entitled Philippines Visual Arts Festival and Various National Arts Month (NAM) Ceremonies, said MOA is attached hereto as Annex "A" and made an integral part hereof;

WHEREAS, the project will be held on January 31 to February 28, 2020 in various venues in Ormoc City with the aim to connect local culture, history and tradition to make a new art through co-creations as well as to provide opportunities for partnership with different government agencies to support the emerging community of visual artists in Ormoc;

WHEREAS, as per the MOA, the NCCA shall appropriate the sum of Two Million Five Hundred Thousand Philippines Pesos (Php2,500,000.00) as financial assistance to this city for the purpose of implementing the aforementioned project;

WHEREAS, the creation of the Trust Fund Account allows for the sound and judicious administration/management of the project fund as required in the MOA;

WHEREAS, Chapter 2, Article 1, Section 309 (b) of the Local Government Code of 1991 (RA 7160), authorizes the local government units to create/establish a special fund for a specific purpose;

WHEREAS, This Sanggunian finds that said request by the CMO is deemed meritorious as it is geared towards good governance and administration and not contrary to existing accounting and auditing laws, rules and regulations.

WHEREFORE, FOREGOING PREMISES CONSIDERED, on motion of SP Member Peter M. Rodriguez, Chairman, Committee on Tourism, Culture & Arts, severally seconded by SP Members Roland H. Villasencio, Tomas R. Serafica, Vincent L. Rama, Gregorio G. Yrastorza III, Lalaine A. Marcos, Esteban V. Laurente and Joan Marbie C. Simbajon: be it

RESOLVED, AS IT IS HEREBY RESOLVED, A RESOLUTION APPROVING AND AUTHORIZING THE CREATION OF A TRUST FUND ACCOUNT FOR THE TWO MILLION FIVE HUNDRED THOUSAND PHILIPPINE PESOS (PHP2,500,000.00) GRANT BY NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) FOR ORMOC CITY'S HOSTING OF THE LAUNCH OF THE NATIONAL ARTS MONTH AND THE PHILIPPINE VISUAL ARTS FESTIVAL FROM JANUARY 31, 2020 TO FEBRUARY 28, 2020;

ADOPTED, January 14, 2020.

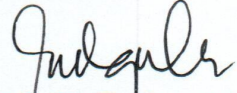
RESOLVED, FURTHERMORE, to furnish copies of this Appropriation Ordinance, one each to the City Mayor Richard I. Gomez; the City Administrator, Mr. Vincent L. Emnas; the City Legal Officer, Atty. Josephine M. Romero; the City Budget Officer; the City Accountant; the City Treasurer's Office; the City Auditor; the City Local Government Operations Officer, DILG; City Tourism Office and other offices concerned;

CARRIED UNANIMOUSLY.



Res. No. 2020-017

I HEREBY CERTIFY to the correctness of the above resolution.



NONILYN D. GALANO  
(OIC- SP Secretary)  
Supervising Administrative Officer

ATTESTED:



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

DEMO COPY

Project Title : PHILIPPINE VISUAL ARTS FESTIVAL AND VARIOUS NAM CEREMONIES  
Proponent : CITY GOVERNMENT OF ORMOC

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this \_\_\_\_\_ 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 April 3 1992, with office address at NCCA Building, 633 General Luna Street, Intramuros, Manila represented by its Executive Director **AL RYAN S. ALEJANDRE** hereinafter referred to as the **NCCA**;

- and -

The **CITY GOVERNMENT OF ORMOC**, a local government unit, created by and pursuant to Republic Act No. 179 dated June 21, 1947, with office address at Ormoc City Hall Bldg. Aunubing St., Ormoc City, Leyte, represented by its Mayor, **RICHARD GOMEZ**, hereinafter referred to as "**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** is a local government unit that aims to implement laws and formulate measures in carrying out the delivery of basic public services and provisions of adequate facilities;

**WHEREAS**, the **PROJECT** entitled **PHILIPPINE VISUAL ARTS FESTIVAL AND VARIOUS NAM CEREMONIES** is implemented in celebration of the National Arts Month enacted thru Presidential Proclamation 683, it aims to conserve, promote, and popularize artistic creations of Filipinos, integrate arts in community life, celebrate the significance of art and culture in uplifting the nation's spirit; and harness art as a catalyst for values education;

**WHEREAS**, the **PROJECT** is particularly described in the Project Documents attached hereto as Annex "A" and the Line Item Budget attached hereto as Annex "A-2" subject for one time re-alignment. 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 the Resolution Number \_\_\_\_\_ dated \_\_\_\_\_ supported by way of financial assistance in the amount of **Two Million and Five Hundred Thousand Pesos only (P 2,500,000.00)** chargeable to the Program on Advancing the Value of Creative Excellence: Pagkamalikhain, a copy of which is attached hereto as Annex "B" and made an integral part of this agreement;

Received  
Vanessa M. Wilson  
09155279882  
Jan 9, 2020

AL RYAN S. ALEJANDRE  
Executive Director

RICHARD GOMEZ  
City Mayor

MARICHU G. TELLANO  
Deputy Executive Director

NELSON ALINDOGAN  
Witness



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

1. The NCCA shall appropriate the sum of Two Million and Five Hundred Thousand Pesos only (Php2,500,000.00) as financial assistance to the GRANTEE to be released in the following manner subject to the availability of funds and issuance of Notice of Cash Allocation from the Department of Budget and Management and to applicable government accounting and auditing rules in the following manner:

- a) The amount of Two Million and Two Hundred Fifty Thousand Pesos only (Php2,250,000.00) or 90% of the GRANT shall be 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 for the first release;
3. Certification of Accreditation issued by NCCA; and
4. Proposed Schedule of Activities.

- b) The amount of Two Hundred and Fifty Thousand Pesos only (Php250,000.00) 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] of the first tranche certified correct by the Accountant and approved by the Head of the Implementing Agency (IA);
2. List of Accounts Payable, certified correct by the Accountant and approved by the Head of Implementing Agency, if any;
3. Monitoring and Evaluation Report prepared by the NCCA-PMED;
4. Terminal Report including photo documentation of the project;
5. Clear edited video documentation of the project in DVD format;
6. Acceptance of Output issued by the NCCA; and
7. Issuance of Official Receipt by the GRANTEE for the last release.

2. For its part, the GRANTEE shall:

- a. Implement the Project according to the particularities stated in the Project Proposal Summary, 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 the engagement of personnel which contract shall not exceed the duration of the Project. A **withholding 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;

AL RYAN S. ALEJANDRE  
Executive Director

RICHARD GOMEZ  
City Mayor

ACTING CITY MAYOR

MARICHU G. TELLANO  
Deputy Executive Director

NELSON ALINDOGAN  
Witness



AL RYAN S. ALEJANDRE  
Executive Director

RICHARD GOMEZ  
City Mayor

MARICHU G. TELLANO  
Deputy Executive Director

NELSON ALINDOGAN  
Witness

- 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](http://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 Disbursement 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 Terminal Report in the following format: (1) 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. (3) For Research or Publication projects, the Report shall consist of 1 hardbound copy of the manuscript or book and 1 DVD containing the PDF format of the output.  
  
Submit one (1) copy of clear and broadcast quality video documentation of the project in DVD format edited in such a way that it can be used as instructional material for TV and classrooms, if applicable.
3. The NCCA must officially acknowledge its acceptance of the completed Project if the results indicated in the inspection reports so warrant.
4. In case the amount granted for the project was not fully utilized by the GRANTEE, such amount, including interest, if any, must be returned to the NCCA;
5. This Project shall be implemented on February to April 2020, after which time the Project shall have been completed with all the terms and conditions therein satisfied.
6. 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.
7. 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 consider 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.
8. 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.

9. 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 hereunto affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ in the City of Manila, Philippines.

For the NCCA:

AL RYAN S. ALEJANDRE  
Executive Director

For the GRANTEE:

LEO CARMELO L. LOCSIN, JR.  
RICHARD GOMEZ  
City Mayor  
AS PER SP RESOLUTION NO. 2020-008

Signed in the Presence of:

MARICHU G. TELLANO  
Deputy Executive Director

NELSON ALINDOGAN  
Witness

Certified Funds Available  
in the Amount of P 2,500,000.00  
C.Y. \_\_\_\_\_

HERENCIO LLAPITAN  
Chief Accountant, NEFCA

REPUBLIC OF THE PHILIPPINES  
CITY/MUNICIPALITY OF \_\_\_\_\_

BEFORE ME, this \_\_\_\_ day of \_\_\_\_\_, in the City/Municipality of \_\_\_\_\_, Philippines, personally appeared AL RYAN S. ALEJANDRE with GSIS No. 02004048580 and RICHARD GOMEZ with PASSPORT/TIN No. \_\_\_\_\_, 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 4 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.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2019.