

Republic of the Philippines  
Province of Davao del Norte  
CITY OF TAGUM

**BEFORE THE 4<sup>TH</sup> CITY COUNCIL**

**EXCERPT FROM THE MINUTES OF THE 53<sup>rd</sup> REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON JULY 21, 2008 AT THE SP SESSION HALL.**

**PRESENT:**

Hon. ALLAN L. RELLON, MPA,	City Vice Mayor (Presiding Officer)
Hon. MARIA LINA F. BAURA,	Member
Hon. ROBERT L. SO,	Member
Hon. DE CARLO L. UY,	Member
Hon. RAYMOND JOEY D. MILLAN,	Member
Hon. VICENTE C. ELIOT, SR.,	Member
Hon. JOEDEL T. CAASI,	Member
Hon. ALAN D. ZULUETA,	Member
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member
Hon. REYNALDO T. SALVE,	Member
Hon. FRANCISCO C. REMITAR,	Member
Hon. CYRIL LEONARD L. MURING,	Member (SKF Representative)

**ON OFFICIAL BUSINESS:**

Hon. RAYMOND JOEY D. MILLAN,	Member
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**ON SICK LEAVE:**

Hon. ALFREDO R. PAGDILAO,	Member (ABC Representative)
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**RESOLUTION NO. 420, s-2008**

**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. REY T. UY, TO ENTER INTO AND SIGN FOR AND IN BEHALF OF THE CITY GOVERNMENT OF TAGUM THE AMENDED MEMORANDUM OF AGREEMENT (MOA) WITH THE NATIONAL COMMISSION FOR CULTURE AND ARTS RE: MINDANAO MUSIC THEATER REPRESENTED BY EXECUTIVE DIRECTOR CECILE GUIDOTE ALVAREZ.**

**WHEREAS**, the executive department has endorsed an amended draft Memorandum of Agreement (MOA) to change the date of effectivity of the MOA from July 1 to December 30, 2008 to February 25, 2008 until October 30, 2008;

**WHEREAS**, the NCCA explained that the effectivity of the MOA starts on the day the grant was approved by the Board of Directors of the NCCA and the LGU is not allowed to change the provision stated in the MOA;

**WHEREAS**, the National Commission for Culture and the Arts (NCCA) is mandated by Republic Act 7356 to coordinate the implementation of policies and programs on the development of culture and arts in coordination with other agencies;

**WHEREAS**, the National Commission for Culture and the Arts (NCCA) is also mandated to encourage artistic creation within a climate of artistic freedom, develop and promote the Filipino national culture and arts, and preserve Filipino cultural heritage;

**WHEREAS**, the City Government of Tagum showcases local musical talents through Musikahan Festivals which features the richness of local talents in the field of music with different instruments;

**WHEREAS**, the city government with its continuing program in forms of workshops seeks to enhance the Tagumeños' musical talent by teaching them to play different musical instruments;

**WHEREAS**, the project Mindanao Music Theater is a series of musical theater workshops leading to Laboratory Music Theater Production;

**NOW THEREFORE**, be it resolved by the 4<sup>th</sup> City Council of Tagum to authorize the City Mayor, Hon. Rey T. Uy, to enter into and sign for and in behalf of the City Government of Tagum the amended Memorandum of Agreement (MOA) with the National Commission for Culture and Arts re: Mindanao Music Theater represented by Executive Director Cecile Guidote Alvarez.

**RESOLVED FURTHER**, that the full text of the Memorandum of Agreement shall be read as follows:

### **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 **Executive Director CECILE GUIDOTE ALVAREZ**, hereinafter referred as the **NCCA**;

- and -

The **CITY GOVERNMENT OF TAGUM**, a government agency created under the laws of Republic of the Philippines with address at Rizal Street, Tagum City, Davao del Norte, Philippines, represented herein by the **City Mayor, HON. REY T. UY**, 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** is a government office primarily mandated to provide administrative and executive services to the City of Tagum through the development and promotion of national policies in the city level;

**WHEREAS**, the Project entitled **Mindanao Music Theater** is a series of workshop in music theatre leading to laboratory music-theatre productions;

**WHEREAS**, the PROJECT is particularly described in the **Project Document attached hereto as Annex "A-1"**, and **Line Item Budget attached hereto as Annex A-2"** and 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 the GRANTEE, was approved by the Board of Commissioners under Resolution Number 2008 – dated February 15, 2008 supported by way of financial assistance in the amount of Three Hundred Thirty Seven Thousand Six Hundred Pesos (P337,600.00) chargeable to the Program for Artistic Excellence – Artistic creation. The grant covers the items listed in the line item budget attached as Annex "B".

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

1. The **NCCA** shall appropriate the sum of **Three Hundred Thirty Seven Thousand Six Hundred Pesos (P 337,600.00)** 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 in the amount of **One Hundred One Thousand Two Hundred Eighty Pesos only (P 101,280.00)** or **30%** of the GRANT shall be initially released to the GRANTEE upon compliance/submission of the following:
    - 1) Execution and notarization of MOA between the NCCA and Grantee;
    - 2) Liquidation of prior project, if applicable; and
    - 3) Issuance of Official Receipt by the grantee.

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- b. The second tranche in the amount of **Two Hundred Two Thousand Five Hundred Sixty Pesos only (P 202,560.00)** shall be released to the GRANTEE upon compliance of the following:
    - 1) **Report of Disbursement and Report of Checks issued for the 1<sup>st</sup> tranche released** signed by the head of the organization duly certified by the agency accountant.
    - 2) **Certificate of Percentage of 50% Project Completion** prepared by the NCCA staff member.
    - 3) **Progress report** of project by the Grantee; and
    - 4) **Issuance of official receipt** for the grant released.
  - c. An amount of **Thirty Three Thousand Seven Hundred Sixty Pesos (P 33,760.00)** or **10%** shall be released to the Grantee as third and last tranche upon completion of the PROJECT and compliance/submission of the following:
    - 1) **Report of Checks Issued (RCI) and Report of Disbursement (RD)** for the cash advanced, if any, signed by the head of the organization duly certified by the agency accountant;
    - 2) **Terminal Report of the Project, including a copy of the final output as appropriate;**
    - 3) **Monitoring and Evaluation Report** prepared by the NCCA; and
    - 4) **Acceptance of Output issued by the NCCA.**
2. For its part the GRANTEE shall:
- a. **Submit Official Receipt or its equivalent for each tranche received from the NCCA;**
  - b. **Utilize the Grant** only for the **“Mindanao Music Theatre”** in accordance with the approved Line Item Budget.
  - c. **Keep an accounting of the Grant** in accordance with generally accepted accounting and auditing rules and regulations and which shall be made available for inspection by an NCCA staff member 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;
  - d. **Withhold all applicable taxes and remit them to the Bureau of Internal Revenue.** A ten percent (10%) withholding tax shall be withheld from all honorarium and personal services and remitted to the local Bureau of Internal Revenue (BIR). Whenever applicable, Grantee, shall **regularly present a tax clearance from the BIR as well as copy of its income and business tax returns** duly stamped and receive by the BIR and duly validated with tax payments made thereon within the duration of the AGREEMENT.
  - e. **Implement the PROJECT** according to the particularities stated in the Annexes “A-1”, “A-2”, “B” respectively and **according to NCCA Guidelines on Project Implementation.** Failure to implement the project according to the approved particularities may mean forfeiture of the Grant or as provided for in Sec. 6 of this Memorandum of Agreement;
  - f. **Act as lead implementer** of the Project and shall be directly responsible for the disbursement of grant according to the approved particularities and hiring of project personnel whose contract shall not exceed the duration of the Project;
  - g. **Submit Certificate of Acceptance** from concerned individual/organization or community involved in the Project, whenever applicable;
  - h. **Integrate/weave in the transmission of values** that would instill honesty, integrity, hardwork and concern for the environment in the various art forms e.g. songs, literary pieces, performances, exhibitions, seminars, research, documentaries etc., and in all other cultural activities organized for public's appreciation in compliance with the United Nation's Millennium Development Goals (UN-MDGs);
  - i. **As may be requested by the NCCA and upon availability of the Grantee; render free cultural services that are hinged on the Kalahi Cultural Care-giving Program to access vulnerable groups and poor communities to free arts training rooted in pride of habitat, heritage, history language and sensitivity to our social conditions;**

**to generate their will for social transformation to promote a culture of peace and sustainable development;**

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(Excerpt from the Minutes of the 53<sup>rd</sup> Regular Session/July 21, 2008)

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**RESOLUTION NO. 420, s-2008**, cont'd:

- j. **Undertake the local promotion and national promotion of the Project** in print, broadcast and other media and shall **properly acknowledge the sponsorship of the NCCA in all media disseminations; The Grantee shall submit a thirty 30-second video to be used as promotional plug to be aired at the Sining Gising TV program of NCCA and a radio plug to be aired at DZRH radio Balintataw;**
- k. **Authorize the NCCA to include, partially or entirely the project output of the activity in the NCCA database and website ([www.ncca.gov.ph](http://www.ncca.gov.ph))** and for use in the NCCA reports or other collateral materials as the NCCA deems necessary for the promotion of culture and arts in the country. The NCCA agrees to acknowledge the source and authorship of the material used;
- l. **Coordinate regularly with the NCCA Staff** for the implementation, monitoring and assessment of the Project through letter, phone or sms text messaging. The NCCA shall assign a counterpart officer which shall coordinate and monitor on a regular basis the progress of the Project;
- m. **Submit all liquidation reports** as required by the **NCCA** within two months after the implementation, monitoring and assessment of the Project. The Report of Checks Issued and Report of Disbursement shall be submitted to the NCCA NECA Division.
- n. **Submit Terminal Report** to the NCCA Project Monitoring and Evaluation Division. Terminal Reports shall be in accordance with the requirements of NCCA as provided for in the NCCA Guide on Terminal Report.
- o. **Submit one 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.
- p. **Submit List of Accounts Payable to be covered by the remaining tranche.**

**Failure to submit the above reports within two (2) months after the 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.

3. For its part, the **NCCA** must officially acknowledge its acceptance of the completed Project if the results indicated in the inspection reports so warrant.
4. This AGREEMENT shall take effect on February 25, 2008 and shall continue to be in force until October 30, 2008 after such time the Grant shall have been completed with all the terms and conditions therein satisfied.
5. Should there be an occurrence 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.
6. In the event of unjustified failure of the Grantee to complete or fully implement the Grant, in accordance with the terms and conditions stipulate 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.
7. 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.

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(Excerpt from the Minutes of the 53<sup>rd</sup> Regular Session/July 21, 2008)  
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8. Failure of a party at any time to insist upon strict performance or 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 Tagum, Davao del Norte, Philippines.

**For the NCCA:**

**CECILE GUIDOTE ALVAREZ**  
Executive Director

**For the Grantee:**

**REY T. UY**  
City Mayor

Signed in the Presence of:

**ADELINA M. SUETH**  
Head, PMED

**ALMA L. UY**  
Chairman, City of Tagum Tourism Council

Certified Funds Available  
Chargeable to budget CY 2008  
in the Amount of **P 337,000.00**

**JOSEFINA G. MAGLALANG**  
Chief Administrative Officer

#### **ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES}  
CITY OF TAGUM } s.s.

Before me, this \_\_\_ day of \_\_\_\_\_, the City of Tagum, Davao del Norte, Philippines, personally appeared **CECILE GUIDOTE ALVAREZ** with Community Tax Certificate No. 13414933 issued in Manila on 11 January 2008 and **REY T. UY** with Community Tax Certificate No. 04959723 issued in Tagum City on 10 January 2008, 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 \_\_\_ pages, including this page on which this acknowledgement 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. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series 2008

**RESOLVED FURTHERMORE**, that copies of this resolution shall be furnished to the different offices concerned.

**CARRIED AND APPROVED.**

**I HEREBY CERTIFY to the correctness of the foregoing.**

**REY A. BUHION**  
Secretary to the Sanggunian

**ATTESTED:**

**ALLAN L. RELLON, MPA**

**City Vice Mayor  
(Presiding Officer)**

*fname: RN42008  
jeBz\*\*\**