

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

BEFORE THE 4TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 127th REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON JANUARY 18, 2010 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. ALFREDO R. PAGDILAO,	Member (ABC Representative)
Hon. CYRIL LEONARD L. MURING,	Member (SKF Representative)

RESOLUTION NO. 1024, s-2010

A RESOLUTION AUTHORIZING HONORABLE MAYOR REY T. UY TO ENTER INTO AND SIGN FOR AND IN BEHALF OF THE CITY GOVERNMENT OF TAGUM A MEMORANDUM OF AGREEMENT (MOA) WITH THE NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA).

WHEREAS, promotion of local tourism and cultural affairs is in line with one of the thrusts of the City Government of Tagum through its present administration;

WHEREAS, the city government will undertake the second phase of the major project that has been incorporated in the annual celebration of the Musikahan sa Tagum;

WHEREAS, the project entitles Mindanao Music Theater is a musical theatrical workshop and production that will help enhance the theatrical talents of our local young artists and at the same time will showcase their creative piece during the Musikahan Festival come February 2010;

WHEREAS, the National Commission for Culture and the Arts (NCCA) will extend financial assistance in form of a Grant to the City Government of Tagum in support to the said project;

NOW THEREFORE, be it resolved by the Sangguniang Panlungsod of Tagum to authorize Honorable Mayor Rey T. Uy to enter into and sign for and in behalf of the City Government of Tagum a Memorandum of Agreement with the National Commission for Culture and the Arts (NCCA).

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 _____ 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 03, 1992, with office address at NCCA Building, 633 General Luna Street, Intramuros, Manila represented by its Executive Director CECILE GUIDOTE-ALVAREZ hereinafter referred to as the NCCA;

-and-

-over-

The CITY GOVERNMENT OF TAGUM, a local government unit with principal office at the Office of the City Mayor, City Hall Building, Rizal St., Tagum City, represented herein by its City Mayor, Hon. MAYOR 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 local government unit which aims to support projects on the cultural and economic developments of Tagum City;

WHEREAS, the Project entitled "Music and Dance Theater Presentation" is a string of music and dance showcase slated in Tagum Trade and Cultural Center Pavilion, Tagum City in celebration of the Philippine International Arts Festival on February 2010;

WHEREAS, the Project is more particularly described in the project proposal attached hereto as Annex "A", the Schedule of Activities attached hereto as Annex "A-1", and the Line Item Budget attached hereto as Annex "A-2". The attached annexes are made integral parts of the agreement;

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

WHEREAS, the PROJECT is under the Philippine Arts Festival approved by the Board of Commissioners under Resolution No. 2009-263 dated 15 January 2009 chargeable to the Program for Promotion of Culture and the Arts – Culture and Arts Festival, a copy of which is attached hereto as Annex "B" and made an integral part of this agreement;

WHEREAS, the amount of One Hundred Thousand Pesos only (P 100,000.00) is appropriated as GRANT to the CITY GOVERNMENT OF TAGUM for the PROJECT "MUSIC AND DANCE THEATER PRODUCTION PRESENTATION", 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 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 One Hundred Thousand Pesos only (P 100,000.00) allocated by way of financial assistance to be released to the GRANTEE subject to the availability of funds and the 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 Ninety Thousand Pesos (P 90,000.00) or 90% of the grant shall be initially released to the GRANTEE upon compliance of the following:
 - 1) Accreditation of the Grantee by the NCCA;
 - 2) Duly signed and notarized Memorandum of Agreement;
 - 3) Liquidation of previous grant, if there is any, and
 - 4) Issuance of Official Receipt by the Grantee for the first release/
 - b. The amount Ten Thousand Pesos (P 10,000.00) or 10% of the grant shall be finally released to the Grantee upon submission of the following:
 - 1) Report of Disbursements (RD) and Report of Checks Issued (original copy) of the first release signed by the Head and Accountant of the Agency;
 - 2) List of Accounts Payable subject for the liquidation;
 - 3) Broadcast Quality video documentation in DVD format;
 - 4) Issuance of an Acceptance of Output by the NCCA officer/committee concerned;
 - 5) Monitoring and Evaluation Report prepared by the NCCA staff member favorable commending the implementation of the project;
 - 6) Issuance of Official Receipt by the GRANTEE for the release.

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2. For its part of the GRANTEE shall:
 - a. Implement the Project according to the particularities stated in the Project Summary; Line Item Budget, Schedule of Activities/Grant Chart and Board Resolution;
 - b. Keep and 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 implementor of the Project and shall be directly responsible for hiring, supervising and facilitating the release of the payments for services rendered by the project personnel hired on a contract basis which contract shall not exceed the duration of the Project. A Thirteen Percent (13%) tax shall be deducted for payment of services rendered by project personnel, 20% withholding tax on cash prizes exceeding Ten Thousand Pesos (P 10,000.00) while Five percent (5%) for cash prizes below Ten Thousand Pesos. 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;
 - 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. The grantee shall comply the following:
 - * submit a thirty (30) – seconder video to be used as promotional plug to be aired at the Sining Gising TV Program of NCCA;
 - * submit radio plug to be aired at DZRH Radyo Balintataw;
 - * subscribe to the Friday issue of Manila Times to support the dissemination of NCCA cultural events; and
 - * submit an article or write-up on their activities to the NCCA that may be featured in the cultural page of the above-mentioned newspaper.
 - f. Project should be documented in broadcast quality video in DVD format edited in such a manner that it can be used as instructional material;
 - g. As may be requested by the NCCA and upon availability of the Grantee, render free cultural services that are hinged on the Kalahi Cultural Caregiving Program to enable vulnerable groups and poor communities to access free arts training rooted in pride of habitat heritage, history, language and sensitivity to our social conditions to generate their will for social transformation and promote a culture of peace and sustainable development;
 - h. Participate in the nationwide pledge of support to the "Stand Up Against Poverty" campaign in October 2010;
 - i. Integrate/weave in 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 the public's appreciation;
 - j. Ensure that the modules and/or activities will be given credits by TESDA, CHED or its affiliate schools for possible equivalency, if applicable;
 - k. 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.
 - l. 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;

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RESOLUTION NO. 1024, s-2010, cont'd:

- m. 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;
 - n. 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. This AGREEMENT shall take effect on 15 December 2009 and shall continue to be in force until 30 April 2010, after which time the Project shall have been completed with all the terms and conditions therein satisfied.
 5. Should there occur 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 Project, to enable the parties to adopt remedial measures.
 6. In the event of unjustified failure of the GRANTEE to complete or fully implement the Project 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 of the Project 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.
 8. 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 _____, Philippines.

For the NCCA:

For the GRANTEE:

CECILE GUIDOTE-ALVAREZ
Executive Director

MAYOR REY T. UY
City Mayor

Signed in the presence of:

Ms. GERALDINE B. ABELLA
Project Coordinator
Senior Tourism Operations Officer

DE CARLO L. UY
City Councilor/SP Chair on Tourism,
Arts & Culture/ExeCom Member,
City of Tagum Tourism Council

ADELINA M. SUEMITH
PDO V

Certified Funds Available
In the amount of P 100,000.00

JOSEFINA G. MAGLALANG
CAO

Republic of the Philippines)
City/Municipality of _____) s.s.

BEFORE ME, this ____ day of _____, in the City of _____, Philippines, personally appeared CECILE GUIDOTE ALVAREZ with Community Tax Certificate No. 13414933 issued at Manila on 11 January 2009 and Mayor REY T. UY with Community Tax Certificate No. _____ issued in _____ 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 act and deed.

The instrument, consisting of 5 pages, including the 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.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

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.

(Sgd) **REY A. BUHION**
Secretary to the Sanggunian

**ATTESTED AND CERTIFIED
TO BE DULY ENACTED:**

(Sgd) **ALLAN L. RELLON, MPA**
City Vice Mayor
(Presiding Officer)

Fname:RN102410
*ffm*****