



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-211
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND THE NATIONAL COMMISSION FOR CULTURE AND THE ARTS FOR A GRANT IN THE IMPLEMENTATION OF THE PROJECT CALLED "BACOR MARCHING ARTS WORKSHOP".

Sponsored by:
Hon. Victorio L. Guerrero, Jr.

Co-sponsored by:
Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis, and Hon. Levy M. Tela

WHEREAS, the national government's support for cultural development is particularly highlighted by the passage of Republic Act No. 7356 that created the National Commission for Culture and the Arts (NCCA), the overall policy making body, coordinating, and grants giving agency for the preservation, development and promotion of the nation's historical arts and cultural heritage;

WHEREAS, under Proclamation No. 939, declaring the City of Bacoor, Cavite as the "Marching Band Capital of the Philippines", a project entitled "Bacoor Marching Arts Workshop" was proposed to the commission;

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, therefore Resolution No. 2022-173 dated November 29, 2022 was passed to support the said project by way of financial assistance ;

NOW THEREFORE, upon motion of Hon. Victorio L. Guerrero Jr. and unanimously seconded by the City Council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Mayor Strike B. Revilla, to sign

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President
Attested by:

ATTY. KHALID A. ORTEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor



Office of the Sangguniang Panlungsod

[Signature]
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City Councilor

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City Councilor

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City Councilor

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City Councilor

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Sangguniang Panlungsod Secretary

Certified by:
[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:
[Signature]
HON. STRIKE B. REVILLA
City Mayor

a Memorandum of Agreement on behalf of the City Government of Bacoor with the National Commission for Culture and the Arts for the project "Bacoor Marching Arts Workshop";

RESOLVED FURTHER, to furnish the Office of the City Mayor, the National Commission for Culture and the Arts (NCAA), the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this resolution.

UNANIMOUSLY APPROVED, this 6th day of March 2023 during the 33rd regular session of the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing resolution was duly passed by the Sangguniang Panlungsod of Bacoor, Cavite on the 6th day of March 2023.

Certified by:
[Signature]
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/ Presiding Officer

Attested by:
[Signature]
ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Noted by:
[Signature]
HON. STRIKE B. REVILLA
City Mayor

OSCAR G. CASAYSAY
Executive Director

Project Title : BACCOOR MARCHING ARTS WORKSHOP
Proponent : CITY GOVERNMENT OF BACCOOR

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract, made and entered into this _____ day of _____ 2023 in the City of Manila, Philippines by and between:

STRIKE B. REVILLA
Grantee

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, OSCAR G. CASAYSAY, hereinafter referred to as the NCCA;

-and-

The CITY GOVERNMENT OF BACCOOR, a local government unit with postal address at Tirona Highway, Bacoor City Cavite as represented in this Act by its City Mayor, STRIKE B. REVILLA, hereunto duly authorized and hereinafter referred to as the GRANTEE.

MARICHU G. TELLANO
DED-A&SS

- 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 PROJECT entitled "Bacoor Marching Arts Workshop" is particularly described in the Project Proposal attached hereto as Annex "A", and the Approved Line Item Budget attached hereto as Annex "A-1". 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;

Witness

WHEREAS, the PROJECT, as proposed by GRANTEE, was approved by the Board of Commissioners under Resolution Number 2023-173 dated 29 November 2022 supported by way of financial assistance in the amount of Three Hundred Fifty Thousand Pesos only (PhP350,000.00) 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.

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 Three Hundred Fifty Thousand Pesos only (PhP350,000.00) 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



OSCAR G. CASAYSAY
Executive Director

STRIKE B. REVILLA
Grantee

MARICHU G. TELLANO
DED-A&SS

Witness

the Department of Budget and Management and to applicable government accounting and auditing rules in the following manner:

- a. The amount of **Three Hundred Fifteen Thousand Pesos only (PhP315,000.00)** 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. **Certificate of Accreditation** issued by NCCA; and
 3. Issuance of **Official Receipt** for the first release.
 - b. The amount of **Thirty-Five Thousand Pesos only (PhP35,000.00)** 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 City Treasurer and approved by the City Mayor;
 2. **List of Accounts Payable**, certified correct by the City Treasurer and approved by the City Mayor, if any;
 3. **Final Report** of the project, including a copy of the final output as appropriate;
 4. **Monitoring and Evaluation/Assessment Report** signed by the NCCA-PMED staff;
 5. **Certificate of Acceptance of Output** by the NCCA; and
 6. 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, Approved Line Item Budget, 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. **A withholding tax shall be deducted from 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, e-mail, phone call 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 informational materials such as but not limited to tarpaulins, posters, online posting and publications to cite that the project



OSCAR G. CASAYSAY
Executive Director

STRIKE B. REVILLA
Grantee

MARICHU G. TELLANO
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"Bacoor Marching Arts Workshop" was made possible in part by the NCCA. 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. **Adopt measures and ensure** the safety and security of all participants in the implementation of the Project. The NCCA shall not be liable for any untoward events or incidents;
 - g. **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;
 - h. **Submit all liquidation reports** to the NCCA NEFCA Division within sixty (60) days after completion of the PROJECT. The Reports of Checks Issued and/or Report of Disbursement shall be submitted to the NCCA NEFCA Division. Failure to submit the above reports shall mean cancellation of the remaining GRANT and disqualification of the GRANTEE from receiving financial assistance from the Commission in the future;
 - i. **Submit Final Report** in the following format: (1) Terminal Report in accordance with the NCCA Guide on Terminal Report. (2) A non-editable PDF (Portable Document File) format of the Report readable in a standard computer. Photos must be saved in JPG files for possible use in NCCA publications.
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 June 2023, 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 MAJOR modification or amendment of this AGREEMENT shall be valid



unless the same is in writing and signed by both parties. In accordance, **MINOR** modification or amendment of project detail including implementation date and/or scaling down of activities commensurate to the approved project grant shall be coursed through the PMED for approval and NCCA Executive Director for final approval. 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:

For the GRANTEE:

OSCAR G. CASAYSAY
Executive Director

STRIKE B. REVILLA
City Mayor

Signed in the Presence of:

MARICHU G. TELLANO
DED-A&SS

Witness

Certified Funds Available
In the amount of PhP350,000.00
For NEFCA CY 2023
BR# 2023-173

HERENCIO Y. LLAPITAN
Chief, NEFCA

OS # 03-104375-2023-02-0032

dt'd. 2/6/23



OSCAR G. CASAYSAY
Executive Director

REPUBLIC OF THE PHILIPPINES)

CITY OF MANILA) s.s.

BEFORE ME, this ___ day of _____, in the City/Municipality of Manila, Philippines, personally appeared OSCAR G. CASAYSAY with SSS No. 09-1460504-1 and STRIKE B. REVILLA with GSIS/SSS/Passport 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 5 pages, including the page on which this acknowledgment is written, has been signed 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 2023.

STRIKE B. REVILLA
Grantee

MARICHU G. TELLANO
DED-A&SS

Witness

