



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

ON-LEAVE
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. RANDY C. FRANCISCO
Liga ng mga Barangay Vice President

ABSENT
HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2024-456
Series of 2024

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH THE NATIONAL COMMISSION FOR THE CULTURE AND ARTS (NCCA) PERTAINING TO THE GRANT OF FINANCIAL ASSISTANCE AMOUNTING TO THREE HUNDRED THOUSAND PESOS (PHP 300,000.00) FOR THE BACOR MARCHING ARTS WORKSHOP.

Sponsored by:

Hon. Rogelio M. Nolasco

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Simplicio G. Dominguez, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Reynaldo D. Palabrica, Hon. Alde Joselito F. Pagulayan, Hon. Michael E. Solis, and Hon. Levy M. Tela

WHEREAS, an endorsement letter dated March 04, 2024 from the Office of the City Mayor was received by the Sangguniang Panlungsod requesting the City Council to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement between the City Government and the National Commission for the Culture and Arts (NCCA) pertaining to the grant of financial assistance amounting to Three Hundred Thousand Pesos (PHP 300,000.00) for the Bacoor Marching Arts Workshop to be implemented on June 2024.

WHEREAS, pursuant to R.A.7356, the National Commission for the Culture and Arts (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 NCCA recognizes the true worth of the project entitled "Bacoor Marching Arts Workshop" as contributing to the development of Philippine culture and arts and has seen it fit, proper, and convenient to adopt the same for its own purposes; thus, the proposed project was



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Liga ng mga Barangay Vice President

ABSENT

HON. PALM ANGEL S. BUNCIO

SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

approved by the NCCA Board of Commissioners to grant the amount of Three Hundred Thousand Pesos (PhP300,000.00) during a meeting held on November 30, 2023, per Board Resolution No. 2024-192.

WHEREAS, a similar financial grant was received by the City Government of Bacoor for a workshop project wherein the terms and conditions on the award of the grant are embodied in an agreement using the same template in the copy of the draft Memorandum of Agreement submitted, attached hereto and made an integral part of this resolution.

WHEREAS, upon further review, the Office of the City Legal Service expressed no objection to the provisions of the proposed agreement and found everything in order.

NOW THEREFORE, on motion of Hon. Rogelio M. Nolasco and duly seconded by all the members present, **BE IT RESOLVED, AS IT IS HEREBY RESOLVED**, by the 5th Sangguniang Panlungsod in regular session assembled to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with the National Commission for the Culture and Arts (NCCA) pertaining to the grant of financial assistance amounting to Three Hundred Thousand Pesos (PHP300,000.00) for the Bacoor Marching Arts Workshop.

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

APPROVED this 12th day of March, 2024 by the 5th Sangguniang Panlungsod at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved and that the contents hereof are true and correct.

Certified Correct:

HON. ROWENA BAUTISTA-MENDIOLA
Presiding Officer



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HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Attested by:

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

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Project Title : **BACoor MARCHING ARTS WORKSHOP**
Proponent : **CITY GOVERNMENT OF BACoor**

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract, made and entered into this _____ day of _____ **2024** 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, **OSCAR G. CASAYSAY**, hereinafter referred to as the **NCCA**;

-and-

The **CITY GOVERNMENT OF BACoor**, a local government unit with postal address Bacoor Government Center, Bacoor Boulevard, Bayanan City of Bacoor, Cavite is Act by its City Mayor, **STRIKE B. REVILLA**, hereunto duly authorized and 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 **PROJECT** entitled "**Bacoor Marching Arts Workshop**" is particularly described in the Project Proposal, including the approved line item budget, attached hereto as Annex "A". The attached annex is made an integral part 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 Resolution Number **2024-192** dated **30 November 2023** supported by way of financial assistance in the amount of **Three Hundred Thousand Pesos only (Php300,000.00)** 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 Thousand Pesos only (Php300,000.00)** 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/City Mayor

BERNAN JOSEPH R. CORPUZ
DED-Operations

City Accountant

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

- a) The amount of **Two Hundred Seventy Thousand Pesos only (Php270,000.00)** 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. Original Copy of the **Official Receipt/Electronic Official Receipt/Acknowledgement Receipt** or its equivalent upon receipt of the funds transferred.
- b) The amount of **Thirty Thousand Pesos only (Php30,000.00)** or **10%** of the GRANT shall be released to the **GRANTEE** upon compliance/submission of the following:
 1. **Original Copy of Reports of Checks Issued [RCI]** and /or **Reports of Disbursement [RD]** and **supporting documents** of the first tranche duly certified correct by City Accountant and approved by the City Mayor, stamped "received" by the Auditor;
 2. Original Copy of the **Official Receipt/Electronic Official Receipt/Acknowledgement Receipt** or its equivalent upon receipt of the funds transferred.
 3. Copies of the **Approved Journal Entry Vouchers of all transactions** charged from the fund drawn by the City Accountant;
 4. **Original Copy of the List of Accounts Payable**, if any, duly certified correct by the City Accountant and approved by the City Mayor;
 5. **Verification/Audit Report** issued by the NCCA-NEFCA;
 6. **Final Report** of the project, including a copy of the final output as appropriate;
 7. **Monitoring and Evaluation/Assessment Report** signed by the NCCA-PMED; and
 8. **Certificate of Acceptance of Output** by the NCCA.
2. For its part, the GRANTEE shall:
 - a. **Implement the Project** according to the particularities stated in the Project Proposal, 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;

OSCAR G. CASAYSAY
Executive Director

STRIKE B. REVILLA
Grantee/City Mayor

BERNAN JOSEPH R. CORPUZ
DED-Operations

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- 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 “**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. **Incorporate the *Bagong Pilipinas* logo** in all informational materials as prescribed by the Office of the President’s (OP) Memorandum Circular (MC) No. 24, Series of 2023 and adhere to the logo usage guidelines for Bagong Pilipinas;
 - g. **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;
 - h. **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;
 - i. **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;**
 - j. **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 2024**, 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. MOA Amendment is not necessary for instances categorized as **MINOR** modification which includes adjustment in the implementation date and/or scaling down of activities commensurate to the approved project grant provided, that such modification have been coursed through the Chief of the Program Monitoring and Evaluation Division for approval of the Executive Director. Other changes/modifications in the MOA not mentioned herein shall not be valid unless made in writing and signed by both parties.
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
City Resolution No. _____

Signed in the Presence of:

BERNAN JOSEPH R. CORPUZ
DED-Operations

City Accountant

Certified Funds Available
In the amount of PhP300,000.00
For NEFCA CY 2024
BR# 2024-192

HERENCIO Y. LLAPITAN
Chief, NEFCA

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 2024.

STRIKE B. REVILLA
Grantee/City Mayor

BERNAN JOSEPH R. CORPUZ
DED-Operations

City Accountant

