



Republic of the Philippines
Province of Guimaras
8TH SANGGUNIANG PANLALAWIGAN

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE
8TH SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP
SESSION HALL, PROVINCIAL CAPITOL ON MARCH 7, 2017.

PRESENT:

Atty. John Edward G. Gando	-	Vice Governor/Presiding Officer
Hon. Cyril C. Beltran	-	SP Member/Majority Floor Leader
Hon David G. Gano	-	SP Member/Deputy Majority Floor Leader
Hon. Diosdado G. Gonzaga	-	SP Member
Hon. Josefina G. de la Cruz	-	SP Member
Hon. Rex G. Fernandez	-	SP Member
Hon. Aurelio G. Tionado	-	SP Member
Hon. Dan Elby C. Habaña	-	SP Member

ABSENT:

Hon. Cresente P. Chavez, Jr.	-	SP Member
Hon. Ramon N. Ortiz	-	Ex-Officio Member (ABC Fed. President)

OFFICIAL BUSINESS:

Hon. Ma. Sheila G. Gange	-	Ex-Officio Member (PCL Fed. President)
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RESOLUTION NO. 46

**RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH TO
SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF GUIMARAS,
THE CONTRACT OF SERVICES WITH MR. ROMEO GARGANERA AS
HISTORICAL WRITER**

WHEREAS, the Provincial Government of Guimaras is in need of a Historical Writer that is expected to prepare write-ups on the history of Guimaras, highlights of accomplishments of the Governor prior to Guimaras Provincehood; assist in the preparation for the 25th Guimaras Provincehood Celebration, among others;

WHEREAS, Mr. Romeo Garganera, found to be qualified to render such services, is willing to be hired under the terms and conditions stipulated on the Contract of Services drafted for the purpose;

WHEREAS, the Honorable Governor, in his letter dated 01 March 2017, requested for an authority to sign for and in behalf of the Provincial Government of Guimaras the Contract of Services with Mr. Romeo Garganera as Historical Writer;

WHEREAS, this Honorable Body interposes no objection on such request;

NOW THEREFORE, on motion of Hon. Cyril C. Beltran, unanimously seconded;

THE 8TH SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Gov. Samuel T. Gumarin, MD, MPH, to sign for and in behalf of the Provincial Government of Guimaras, the following:

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract of services entered into this ____ day of ____ 2017 at San Miguel, Jordan, Guimaras, Philippines by and between:

The **PROVINCIAL GOVERNMENT OF GUIMARAS** as represented by **HON. SAMUEL T. GUMARIN, MD., MPH.**, Governor, Province of Guimaras with office address at San Miguel, Jordan, Guimaras, Philippines, referred herein after as the **FIRST PARTY**;

- and -

ROMEO G. GARGANERA, Filipino citizen, legal age, with address at 1st St., San Miguel, Jordan, Guimaras herein after referred to as the **SECOND PARTY**.

WITNESSETH:

WHEREAS, the **FIRST PARTY** recognizes the need of the services of the **SECOND PARTY** as Historical Writer.

WHEREAS, the **FIRST PARTY** had limited personnel in the Plantilla to perform such services.

WHEREAS, the **SECOND PARTY**, being found to be qualified to render such services to perform the duties and responsibilities of Historical Writer of the Provincial Government of Guimaras, is willing to be hired under the terms and conditions as provided in this contract.

NOW, THEREFORE, in consideration of the foregoing premises, the **FIRST PARTY** hires and engages the services of the **SECOND PARTY**, subject to the following terms and conditions:

I. SCOPE OF WORK AND EXPECTED OUTPUT

The **SECOND PARTY** is expected to deliver/submit the following on the specific period that is within the contract period;

1. Script of historical drama (in Hiligaynon) to be performed during the Provincehood Anniversary Program which should be available on or before March 15, 2017;
2. Well research write-ups (in hard and e-copy and with relevant pictures) on the History of Guimaras particularly on the following which are due on or before the end of March 2017:
 - Guimaras as a Sub-Province of Iloilo
 - The Sub-Provincial Officials (Lt. Governor, Governor, Vice Governor, SP Members)
 - Movement of a Full-fledged and Independent Province
 - Complete list of Municipal and Provincial Government Sites
3. Prepare the highlights of accomplishments of Governors prior to Guimaras Provincehood and assist in the preparation for the 25th Guimaras Provincehood Anniversary Celebration especially in the setting of the area in the Museum for the display of the Governor's highlights of accomplishments with photos, and first draft of the History Book of Guimaras (in hard and soft copy) to be completed at least a week before May 22, 2017.

4. Cultural Accounts (in hard and e-copy and with relevant pictures) due on or before and of June 2017

- Legends and Folktales
- Ethnic Origin
- Cultural Practices (Birth and Baptism, Marriage, death and Burial, Superstitious Beliefs, etc.); and

5. Final draft of the History Book of Guimaras (in hard and e-copy) to be completed on or before July 31, 2017.

II. TECHNICAL DIRECTIONS

Performance of all work embraced in the Scope of Work herein stipulated shall be subject to the technical direction of, and review of the **FIRST PARTY**. "Technical Directions" as used herein are directions to the **SECOND PARTY** which indicate in detail such clarifications in the Scope of Work as the **SECOND PARTY MAY DEEM PROPER** to inquire from the **FIRST PARTY**.

III. COST AND TERMS OF PAYMENT

For and in consideration of the full and satisfactory execution and performance by the **SECOND PARTY** of its obligations under this Contract of Service, the **FIRST PARTY** shall pay the **SECOND PARTY** the amount of **TWENTY FIVE THOUSAND PESOS ONLY (P 25, 000.00)** monthly inclusive of tax to be taken from the **Governor's Office** budget.

The contract price stipulated herein shall be released in monthly payments by the **FIRST PARTY** to the **SECOND PARTY upon submission of output**.

All payments shall be subject to the usual accounting and auditing rules and regulations.

IV. PERIOD OF THE CONTRACT

The minimum duration of this **CONTRACT** shall start on March __, 2017 and shall end not later than July 31, 2017.

In case of force majeure or similar event or condition which may delay or prevent timely completion of the service embraced in this contract, the **SECOND PARTY** shall promptly report the same to the **FIRST PARTY**, specifying in writing the length of time involved, the cause or causes of delay, and its subsequent implications on the entire timetable and work schedule.

V. WARRANTY

The **SECOND PARTY** warrants that the quality of the work performed as required in the Scope of Work shall be according to acceptable professional and technical standards and proper compliance with conditions and requirements agreed upon.

VI. WITHHOLDING OF PAYMENTS

The **FIRST PARTY** may withhold payment of the agreed price or any portion thereof in the event that the **SECOND PARTY** fails to substantially perform its obligations under this Contract.

VII. AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS

Any amendments or modification or addition to, or deletions from any scope of work or other matters concerning this Contract shall be undertaken by the **SECOND PARTY** only upon prior consent and approval of the **FIRST PARTY**.

VIII. EXEMPTION FROM LIABILITY

The **SECOND PARTY** shall hold the **FIRST PARTY** harmless and free from any responsibility or accountability for any accident or injury of any kind which may be fall the **SECOND PARTY** in the course of the performance of the services agreed upon or called to under this Contract. Likewise, the **FIRST PARTY** shall not be liable for any injury or accident to any third party arising from the negligence or carelessness of the **SECOND PARTY** in the performance of the services embraced in this Contract. Moreover, the **SECOND PARTY** shall old the **FIRST PARTY** free and harmless from any claim, civil or criminal, which may be filed in connection with the aforementioned instances.

IX. EMPLOYER-EMPLOYEE RELATIONSHIP

It is hereby agreed that no employer-employee relationship in any manner or form is deemed created between the **SECOND PARTY**, on the one hand and the **FIRST PARTY** on the other; that the **SECOND PARTY** acknowledges that no authority has been conferred upon it to hire personnel on behalf of the **FIRST PARTY**; that any personnel hired by the **SECOND PARTY** who will perform the work called for in this contract shall be solely and exclusively hired by the **SECOND PARTY**. The **FIRST PARTY** shall have entire charge, control and supervision of the work herein agreed upon and subject to review the performance of the **SECOND PARTY**.

X. TERMINATION FOR CONVENIENCE

The **FIRST PARTY** may at any time, whenever it determines for any reason that the termination is in its best interest, terminate the services of the **SECOND PARTY**, in whole or in part, by giving prior written notice thereof to the latter. The **SECOND PARTY** shall be entitled to reimbursement of all cost and expenses in the performance of this Contract which payment had not been previously made, prior to the effective date of the notice of termination, but neither any extension of time acceptance of any part of the services contemplated shall be deemed as waiver of the right of the **FIRST PARTY** to seek redress for any damage done.

XI. PENALTY CLAUSE

It is hereby stipulated that any delay (except those attributable to the **FIRST PARTY**) in compliance by the **SECOND PARTY** with its duties and obligations under this Contract shall be subject to a penalty of one-tenth of one (0.1%) percent of the stipulated price per day beyond the agreed and prescribed period of compliance.

XII. DISCLOSURE AND RELEASE OF INFORMATION

Results and outputs of the Historical Writer shall be the property of the Provincial Government of Guimaras. No information gathered and written shall be disclosed or released by the Historical Writer to any person, agency or institution without prior written request to and approval of the Provincial Government of Guimaras.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the ____ day of ____ 2017 at San Miguel, Jordan, Guimaras, Philippines.

FIRST PARTY

SECOND PARTY

SAMUEL T. GUMARIN, MD., MPH.
Governor, Province of Guimaras

ROMEO G. GARGANERA
Historical Writer

SIGNED IN THE PRESENCE OF

RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Mr. Romeo G. Garganera, Provincial Budget Officer, Treasurer, Accounting, COA and all other concerned offices for information and appropriate action.

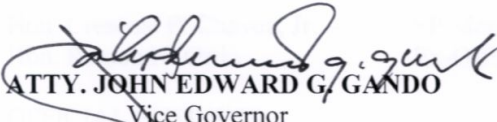
APPROVED: March 7, 2017.

I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on March 7, 2017.


LORENA MINIERVA-ITUCAS

Secretary to the Sangguniang Panlalawigan

Attested:


ATTY. JOHN EDWARD G. GANDO
Vice Governor
Presiding Officer

Approved:


SAMUEL T. GUMARIN, MD, MPH
Governor