



Republic of the Philippines
Province of Guimaras
OFFICE OF THE 9TH SANGGUNIANG PANLALAWIGAN
San Miguel, Jordan, Guimaras 5045



EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE
9TH SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP
SESSION HALL, 2ND FLOOR, GTIC BUILDING ON FEBRUARY 18, 2020.

PRESENT:

Atty. John Edward G. Gando -	Vice Governor and Presiding Officer
Hon. Cyril C. Beltran -	SP Member and Majority Floor Leader
Hon. David G. Gano -	SP Member and Deputy Majority Floor Leader
Hon. Cresente P. Chavez, Jr. -	SP Member
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
Hon. Karren Kaye A. Gadnanan -	Ex-Officio SP Member (SK Federation President)
Hon. Marilou S. Delumpa -	Ex-Officio SP Member (LNB President)

ABSENT:

Hon. Glicerio G. Edang -	Ex-Officio SP Member (PCL Federation President)
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RESOLUTION NO. 38

RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH TO SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT THE MEMORANDUM OF AGREEMENT WITH THE NATIONAL COMMISSION FOR CULTURE AND THE ARTS FOR THE RELEASE OF FUNDS FOR THE CULTURAL MAPPING PROJECT OF THIS PROVINCE

WHEREAS, for the consideration of this Honorable Body is the request of the Honorable Governor for an authority to sign for and in behalf of the provincial government the Memorandum of Agreement with the National Commission for Culture and the Arts as represented by Executive Director Al Ryan S. Alejandre for the release of funds in the amount of ₱1,000,000.00 for the Cultural Mapping Project in the Province of Guimaras;

WHEREAS, this Honorable Body finds the request to be in order, thus interposing no objection on the same, subject to the terms, conditions and stipulations set forth in the draft Memorandum of Agreement presented before it;

NOW, THEREFORE, on motion of Honorable Cyril C. Beltran and duly seconded by all members;

THE 9TH SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Governor Samuel T. Gumarin, MD, MPH to sign for and in behalf of the provincial government, the following:

CONTACT US: —



+63920 9815 602



ospguimaras@gmail.com



ProvinceofGuimaras

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 03 April 1992, with office address at NCCA Building, 633 General Luna Street, Intramuros, Manila represented by its Executive Director **AL RYAN S. ALEJANDRE** hereinafter referred to as the **NCCA**;

- and -

The **PROVINCIAL GOVERNMENT OF GUIMARAS** a Local Government Unit with postal address at San Miguel, Jordan, Guimaras as represented in this Act by its Governor, Hon. Samuel T. Gumarín hereunto duly authorized and hereinafter referred to as **LGU GUIMARAS**.

- 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, pursuant to R.A. 10066 or the National Cultural Heritage Act of 2009, Local Government Units, through their cultural offices, shall likewise maintain an inventory of cultural property under its jurisdiction and shall furnish the Commission a copy of the same;

WHEREAS, the PROJECT entitled "**CULTURAL MAPPING OF THE PROVINCE OF GUIMARAS**" involves the identification, documentation, and raising awareness on their cultural heritage properties or resources.

WHEREAS, the PROJECT is particularly described in the Project Documents attached hereto as Annex "A" and the 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;

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:

ARTICLE I: OBJECTIVES

1. For the NCCA to provide funding for the conduct of the cultural mapping of the Province of Guimaras.
2. For LGU Guimaras to organize the implementation of the Project in the locality and produce local culture profile as output.

ARTICLE II: RESPONSIBILITY OF THE PARTIES

A. Consistent with the purposes of this Agreement, the NCCA shall:

1. Release to **LGU Guimaras** the amount of **One Million Pesos only (PhP 1,000,000.00)** (the "Project Cost") chargeable against **Special Allotment Release Order (SARO) No. SARO-BMB- B-19- 0005224** for the implementation of the Project in accordance with plans and specifications of the program of work agreed upon by the parties ("Program of Work"), hereto attached as **Annex A** and made integral part of this Agreement.
2. For the first phase of the project, the amount of **Five Hundred Thousand Pesos only (PhP500,000.00)** or **50%** of the Project Cost shall be released to an existing bank account of the **LGU Guimaras** upon compliance of the following:
 - a. Execution and notarization of **Memorandum of Agreement** between NCCA and Grantee;
 - b. Issuance of **Official Receipt** by the Grantee for the first release;
 - c. **Certification of Accreditation** issued by NCCA.
3. The amount of **Five Hundred Thousand Pesos only (PhP500,000.00)** or **50%** of the GRANT shall be released to the GRANTEE upon compliance of the following:
 - a. **Initial report of the project** including the **partially completed Local Culture Profile**;
 - b. **Reports of Checks Issued [RCI]** and /or **Reports of Disbursement [RD]** for the first tranche certified correct by the Accountant or Treasurer and approved by the Head of the Implementing Agency (IA);
 - c. **List of Accounts Payable**, certified correct by the Accountant and approved by the Head of Implementing Agency (IA), if any;

B. For its part, **LGU Guimaras** obligates itself to:


1. Accept the Project Cost appropriated for the completion of the Project and place the same in a bank account opened by **LGU Guimaras** for the Project.
2. Upon receipt by **LGU Guimaras** of the first tranche of the Project Cost, the Provincial Treasurer shall issue an Official Receipt acknowledging receipt of the amount and immediately submit the same to NCCA.
3. Appoint an administrator who shall be directly responsible for the supervision of the Project.
4. Ensure that the fund transferred shall not be utilized for the payment of additional compensation to LGU employees in the form of allowances, incentive pay, bonuses, honorarium, or other forms of additional compensation.
5. Keep separate subsidiary records and accounting of the fund in accordance with the government accounting and auditing rules and regulations.
6. Submit within ten (10) days after the end of each month the Monthly Report of Checks Issued (RCI) and Monthly Report of Disbursements (RD) certified correct by the Provincial Accountant and approved by the Governor. The reports must be submitted to the NCCA Financial Management Section.
7. Return to the NCCA any unused balance upon completion of the project.
8. Failure to submit the above reports and non-completion of the PROJECT shall mean disqualification of the LGU from receiving financial assistance from the Commission in the future;

9. **Submit Terminal Report and the completed Local Culture Profile** in the following format: (1) Hardbound Terminal Report in accordance with the NCCA Guide on Terminal Report. (2) A DVD containing a non-editable PDF (Portable Document File) format of the Report readable in a standard computer. The DVD must be of high quality (ex. Imation, Sony) in transparent case and properly labeled. Photos must be saved in JPG files for possible use in NCCA publications.
10. **Submit one (1) copy of clear and 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.
11. In case of conflict or dispute between the parties arising from this MOA both parties agree to freely and voluntarily submit themselves to necessary consultation and negotiation for purposes of amicable settlement and find a mutually acceptable solution to their conflict/dispute. Should the parties fail to reach an amicable settlement of their conflict/dispute, the same shall be submitted to arbitration in accordance with P.D. 242 in relation to Book IV Chapter 14 of the Administrative Code of 1987 (E.O. 292).
12. This project shall be implemented on _____ and shall continue to be in force until _____, after such time the Project shall have been completed with all the terms and conditions therein satisfied.

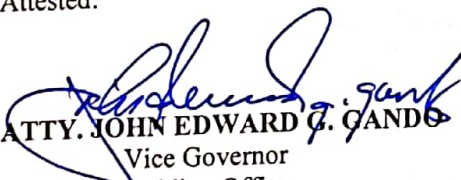
RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, National Commission for Culture and the Arts and all other concerned offices for information and appropriate action.

APPROVED: February 18, 2020.

I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 9th Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on February 18, 2020.


LORENA MINIERVA-ITUCAS
 Secretary to the Sangguniang Panlalawigan

Attested:


ATTY. JOHN EDWARD G. CANDO
 Vice Governor
 Presiding Officer

Approved:


SAMUEL T. GUMARIN, MD, MPH
 Governor