



EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE 8TH SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, 2ND FLOOR, GTIC BUILDING ON MARCH 26, 2019.

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. Ma. Sheila G. Gange -	Ex-Officio Board Member (PCL Federation President)
Hon. Karren Kaye A. Gadhnanan-	Ex-Officio Board Member (SK Federation President)

OFFICIAL BUSINESS:

Hon. Marilou S. Delumpa -	Ex-Officio Board Member (Liga ng mga Barangay President) (On Leave)
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RESOLUTION NO. 115

RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH, TO SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT THE CONTRACT OF SERVICES WITH MR. JEPY V. HENSON AS MUSICAL DIRECTOR FOR HUBON GUIMARASON SANG MANGGAHAN ON ITS PARTICIPATION IN THE ALIWAN FIESTA 2019

WHEREAS, the provincial government is in need of the services of a Musical Director for Hubon Guimarasnon sang Manggahan on its participation in the Aliwan Fiesta 2019;

WHEREAS, Mr. Jeepy V. Henson, found to be qualified to render such services and perform the duties and responsibilities of a Musical Director, is willing to be hired under the terms and conditions stipulated in the Contract of Services drafted for the purpose;

WHEREAS, the Honorable Governor in his letter dated March 13, 2019 has requested for an authority to sign for and in behalf of the provincial government the Contract of Services with Mr. Jeepy V. Henson as Musical Director for Hubon Guimarasnon sang Manggahan on its participation in the Aliwan Fiesta 2019;

WHEREAS, this Honorable Body interposes no objection to the request, subject to the terms, conditions and stipulations set forth in the Contract of Services presented before it;

NOW, THEREFORE, on motion of Honorable Cyril C. Beltran, duly seconded by Honorable Cresente P. Chavez, Jr., Honorable Diosdado G. Gonzaga, Honorable Rex G. Fernandez, Honorable Aurelio G. Tionado and Honorable Ma. Sheila G. Gange;

THE 8th 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:

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This contract of services entered into this March 18, 2019 at San Miguel, Jordan, Guimaras, Philippines by and between:

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

- and -

JEPY V. HENSON Filipino citizen, legal age, with residence at Tabuc Suba, Jaro, Iloilo City hereinafter referred to as the **SECOND PARTY**.

WITNESSETH:

WHEREAS, the **FIRST PARTY** recognizes the need of the services of the **SECOND PARTY** as Musical Director Aliwan Fiesta 2019 Participation of Guimaras Manggahan Festival.

WHEREAS, the **FIRST PARTY** has 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 Musical Director for Aliwan Fiesta 2019 Participation of Guimaras Manggahan Festival, 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 OUTPUTS

The **SECOND PARTY** obligates itself to undertake and perform the tasks and services, to include:

1. Serve as Musical Director for Hubon Guimarasnon sang Manggahan Festival as the official entry of the Province of Guimaras in Aliwan Fiesta 2019
2. Plan, coordinate and direct musical rehearsals and performances.
3. Use music experience and conducting skills to lead the choir and instrumentalists to achieve optimum effect on music performance of Hubon Guimarasnon sang Manggahan Festival
4. Ensure strict compliance and full implementation of all the rules, regulations and guidelines of Aliwan Fiesta 2019 especially in the musical component of the event.
5. Must not teach, advice nor involve himself directly or indirectly with any other competing groups in Aliwan Fiesta 2019
6. Shall provide the over-all musical concept for Hubon Guimarasnon sang Manggahan Festival
7. Shall ensure collaboration with the Lead Choreographer and the Asst. Musical Director
8. Shall further coordinate personnel for production to wit: three trumpeters, one musical director, ten trumpeters, forty three drummers, five singers and two flutists
9. Shall be under the direct supervision of the Tribe Manager and the authorized personnel of the Provincial Government of Guimaras and the Municipality of San Lorenzo
10. Shall ensure the attendance of the musical team during scheduled dates of rehearsals and intensive practice period
11. Perform other related tasks as directed by the First Party to ensure successful implementation of the program.

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**. "Over-all Technical, Artistic and Creative Directions and Choreography" 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** **ONE HUNDRED EIGHT THOUSAND SEVEN HUNDRED FIFTY PESOS 108,750.00** inclusive of tax to be taken from the budget under the Provincial Tourism Office before March 29, 2019.

Upon fulfillment of all the terms and conditions, the **FIRST PARTY** shall pay the **SECOND PARTY** the remaining of half of the professional fee in the amount of **SECOND PARTY** **ONE HUNDRED EIGHT THOUSAND SEVEN HUNDRED FIFTY PESOS 108,750.00** inclusive of tax to be taken from the budget under the Aliwan Fiesta Budget under the Provincial Tourism Office before May 14, 2019.

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

IV. PERIOD OF THE CONTRACT

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 befall 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 hold 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.

RESOLVED FINALLY, to send a copy of this resolution to the Honorable Governor, Mr. Jeepy V. Henson and all other concerned offices, for information and appropriate action.

APPROVED. March 26, 2019.

I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 8th Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on March 26, 2019.

Attested:


 ATTY. JOHN EDWARD G. GARDO
 Vice Governor
 Presiding Officer


 LORENA MINERVA-ITUCAS
 Secretary to the Sangguniang Panlalawigan

Approved:


 SAMUEL T. GUMARIN, MD, MPH
 Governor