

Republic of the Philippines SANGGUNIANG PANLUNGSOD City Government of Naga

HON. CECILIA B. VELUZ-DE ASIS City Vice Mayor & Presiding Officer

- Members -

HON.	JESSIE R. ALBEUS	्या ज	HON.	JOSELITO S.A. DEL ROSARIO
HON.	GHIEL G. ROSALES		HON.	MELVIN RAMON G. BUENAFE
HON.	GILDA GAYLE R. ABONAL-GOMEZ		HON.	VIDAL P. CASTILLO
HON.	JOSE C. RAÑOLA		HON.	JOSE B. PEREZ
	SALVADOR M. DEL CASTILLO		HON.	ANTONIO B. BELTRAN
HON.	MA. CORAZON M. PEÑAFLOR		HON.	JEFSON ROMEO B. FELIX

RESOLUTION NO. 2023-563

RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING (MOU) ENTERED INTO BY AND BETWEEN THE CITY GOVERNMENT OF NAGA, THE NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) AND THE METRO NAGA DEVELOPMENT COUNCIL IN CONNECTION WITH THE CULTURAL MAPPING PROJECT TO BE CONDUCTED IN NAGA CITY, IN ACCORDANCE WITH THE PROVISIONS OF REPUBLIC ACT NO. 10066, ALSO KNOWN AS "THE NATIONAL CULTURAL HERITAGE ACT OF 2009": -

On joint and collective motion

WHEREAS, received by the Sangguniang Panlungsod for appropriate action is the letter dated November 11, 2023 of Mr. Allen L. Reondanga, CEPPIO Head, indorsing for ratification the Memorandum of Understanding (MOU) entered into by and between the City Government of Naga, the National Commission for Culture and the Arts (NCCA), and the Metro Naga Development Council, in connection with the Cultural Mapping Project to be conducted in Naga City, in accordance with the provisions of Republic Act No. 10066, also known as "The National Cultural Heritage Act of 2009;

WHEREAS, through Resolution No. 2023-497, the Sangguniang Panlungsod granted the Honorable City Mayor the authority to enter into the said Agreement, subject to the ratification by the Sangguniang Panlungsod;

WHEREAS, copy of the said Memorandum of Understanding is herein attached as integral part of this resolution;

WHEREAS, finding the same to be in order;

NOW, THEREFORE, on joint and collective motion of the 14th Sangguniang Panlungsod of Naga;

BE IT RESOLVED, as it is hereby resolved, to ratify the Memorandum of Understanding (MOU) entered into by and between the City Government of Naga, the National Commission for Culture and the Arts (NCCA), and the Metro Naga Development Council, in connection with the Cultural Mapping Project to be conducted in Naga City, in accordance with the provisions of Republic Act No. 10066, also known as "The National Cultural Heritage Act of 2009". RESOLUTION NO. 2023-56 Series 2 0 2 3

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LET COPIES of this resolution be furnished His Honor, the City Mayor, the National Commission for Culture and the Arts (NCCA), and the Metro Naga Development Council (MNDC), abd Mr. Allen L. Reondanga, CEPPIO Head, for their information.

UNANIMOUSLY APPROVED. Adopted: December 12, 2023

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WE HEREBY CERTIFY to the correctness of the foregoing resolution.

XXX

GIL A. DE LA TORRE Secretary to the Sangguniang Panlungsod

CECILIA B. VELUZ-DE ASIS City Vice Mayor & Presiding Officer Title Parties CULTURAL MAPPING PROJECT National Commission for Culture and the Arts City of Naga

MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this _ Philippines by and among:

The NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA), 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, the HON. OSCAR G. CASAYSAY hereinafter referred to as the First Party;

NOV 14 2023

The CITY GOVERNMENT OF NAGA, a local government unit (LGU) created by virtue of Republic Act No. 305 with principal office address at the Naga City Hall, J. Miranda Avenue, Concepcion Pequena, Naga City represented herein by its Mayor the HON. NELSON S. LEGACION hereinafter referred to as the Second Party;

The **METRO NAGA DEVELOPMENT COUNCIL**, the organization of LGUs established under Executive Order No. 102 series of 1993 with principal office address at the Naga City Hall, J. Miranda Avenue, Concepcion Pequena, Naga City represented herein by its Chairperson the **HON. NELSON S. LEGACION** hereinafter referred to as the **Third Party**;

- WITNESSETH -

WHEREAS, Section 15, Article 14 of the 1987 Constitution mandates the State to conserve, promote, and popularize the nation's historical and cultural heritage and resources;

WHEREAS, Republic Act 7356, Section 12 mandates the NCCA, through the Subcommission on Cultural Heritage (SCH) to conserve, promote and protect the nation's historical and cultural heritage;

WHEREAS, Republic Act 10066, otherwise known as the National Cultural Heritage Act of 2009, provides for the protection and conservation of the national cultural heritage by the NCCA in coordination with the cultural agencies and other national agencies;

WHEREAS, Section 16 of Republic Act 7160, otherwise known as Local Government Code of 1991, encourages every local government unit to ensure and support, among other things, the preservation and enrichment of culture;

WHEREAS, the NCCA has prioritized conduct of "local cultural mapping," a research project to collect information and data on significant natural heritage and cultural properties in the different provinces in the country and is hereinafter referred to as the Project;

WHEREAS, the Project involves seven phases particularly described in the Project Documents attached hereto as Annex "A". The attached annex is made integral part of this agreement;

NOW THEREFORE, the parties hereto mutually agree to support, undertake, implement, document, and disseminate the Program as denominated herein in close collaboration, partnership and coordination with each other subject to the following terms and conditions:

MS. MARY ANNE M. LUIS Division Head, Program Management Division

Executive Director, NCCA

NELSONS. LEGACION Mayor, Naga Cit

Separtment Head REONDANGA

MR. HUBERT P BROCALES

- 1. The First Party (NCCA) shall:
 - 1.1 Conduct capability-building training for cultural workers and artists who will conduct the cultural mapping:
 - 1.2 Provide technical assistance and mentoring during the whole duration of the Project;
 - 1.3 Provide transportation of Cultural Mapping Workshop Facilitators to the locality:
 - 1.4 Provide honoraria for the Cultural Mapping Workshop Facilitators;
- 2. The Second and Third Parties (Naga City and MNDC Member-LGUs) shall:
 - 2.1 Have an established local culture and arts council or a council functioning as such to support the project;
 - 2.2 Organize the implementation of the Project in the locality;
 - 2.3 Organize the participants for the Training Workshop (Training the Local Team Phase);
 - 2.4 Provide logistical needs for the Training of the Local Mapping Team and succeeding phases that would include but are not limited to:
 - Venue for the training, meetings and other gatherings related to the project; .
 - Materials for the workshops/meetings (pens, paper, LCD Projector, computer, mapping kits etc.)
 - · Local transportation and food of the mappers during the workshops, fieldwork, meetings and other gatherings related to the project;
 - Documentation devices (recorders, cameras etc.) for the mappers
 - 2.5 Pass Ordinances or Resolutions supporting the Project;
 - 2.6 Ensure the continuous implementation of the project phases until its completion;

2.7 Assist other Local Government Units in Cultural Mapping Projects should the need arise;

- 3. This Memorandum of Understanding shall take effect upon signing by all the Parties herein and shall continue to be in force until it is revoked, amended or terminated. Termination or revocation shall be done by giving a notice to the other party 30 days before the intended day of the revocation/termination.
- 4. The Parties shall mutually agree upon any amendment or modification of this Understanding, No modification or amendment of this Understanding shall be valid unless the same is in writing and signed by all the Parties.

WHEREFORE, the parties hereto have hereunto affixed their signatures this day of in the , Philippines.

For the First Party:

waged HON. OSCAR G CASAYSAY

Executive Director, NCCA

For the Second/Third Party:

IN ALLEN L. REONDANGA

Department Head, CEPPIO

SON/S. LEGACION HON. NEK Naga City Mayor & MNDC Chairperson

Signed in the Presence of:

MARY ANNE M. LUIS Division Head, Program Management Division

HUBERT P. BROCALES Executive Director, MNDC

REPUBLIC OF THE PHILIPPINES CITY OF MANILA s.s.

The instrument, consisting of three pages, including the page on which this acknowledgment is written, has been signed on the left margin of 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.

Doc. No. 313 Page No. 03 Book No. Cropped, Series of Land.



REPUBLIC OF THE PHILIPPINES CITY OF NAGA s.s.

BEFORE ME, this <u>DCT</u> day 3 of 2023, in the City of Naga, Philippines, personally appeared is Mayor Nelson S. Legacion with Government Issued ID Number <u>GA</u> Aloge GW <u>NFMV</u>, known to me to be the same person who executed the foregoing instrument and he acknowledged to me that the same is his free and voluntary act and deed.

The instrument, consisting of three pages, including the page on which this acknowledgment is written, has been signed on the left margin of 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.

Doc. No. 654 Page No. 12 Book No. 14 Series of 2023 Title Parties CULTURAL MAPPING PROJECT National Commission for Culture and the Arts City of Naga

MEMORANDUM OF UNDERSTANDING

NOV 14 2023

day of

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this _ Philippines by and among:

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The CITY GOVERNMENT OF NAGA, a local government unit (LGU) created by virtue of Republic Act No. 305 with principal office address at the Naga City Hall, J. Miranda Avenue, Concepcion Pequena, Naga City represented herein by its Mayor the HON. NELSON S. LEGACION hereinafter referred to as the Second Party;

The **METRO NAGA DEVELOPMENT COUNCIL**, the organization of LGUs established under Executive Order No. 102 series of 1993 with principal office address at the Naga City Hall, J. Miranda Avenue, Concepcion Pequena, Naga City represented herein by its Chairperson the HON. NELSON S. LEGACION hereinafter referred to as the Third Party;

- WITNESSETH -

WHEREAS, Section 15, Article 14 of the 1987 Constitution mandates the State to conserve, promote, and popularize the nation's historical and cultural heritage and resources;

WHEREAS, Republic Act 7356, Section 12 mandates the NCCA, through the Subcommission on Cultural Heritage (SCH) to conserve, promote and protect the nation's historical and cultural heritage;

WHEREAS, Republic Act 10066, otherwise known as the National Cultural Heritage Act of 2009, provides for the protection and conservation of the national cultural heritage by the NCCA in coordination with the cultural agencies and other national agencies;

WHEREAS, Section 16 of Republic Act 7160, otherwise known as Local Government Code of 1991, encourages every local government unit to ensure and support, among other things, the preservation and enrichment of culture;

WHEREAS, the NCCA has prioritized conduct of "local cultural mapping," a research project to collect information and data on significant natural heritage and cultural properties in the different provinces in the country and is hereinafter referred to as the Project;

WHEREAS, the Project involves seven phases particularly described in the Project Documents attached hereto as Annex "A". The attached annex is made integral part of this agreement;

NOW THEREFORE, the parties hereto mutually agree to support, undertake, implement, document, and disseminate the Program as denominated herein in close collaboration, partnership and coordination with each other subject to the following terms and conditions:

MS. MARY ANNE M. LUIS Division Head, Program Management Division

Department Head

MR. HUBERT P. BROCALES Executive Director, MNDC

. REOMDANGA

HON. OSCAR G. CASAYSAY Executive Director, NCCA

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 - 1.4 Provide honoraria for the Cultural Mapping Workshop Facilitators;
- 2. The Second and Third Parties (Naga City and MNDC Member-LGUs) shall:
 - 2.1 Have an established local culture and arts council or a council functioning as such to support the project;
 - 2.2 Organize the implementation of the Project in the locality;
 - 2.3 Organize the participants for the Training Workshop (Training the Local Team Phase);
 - 2.4 Provide logistical needs for the Training of the Local Mapping Team and succeeding phases that would include but are not limited to:
 - Venue for the training, meetings and other gatherings related to the project;
 - Materials for the workshops/meetings (pens, paper, LCD Projector, computer, mapping kits etc.)
 - Local transportation and food of the mappers during the workshops, fieldwork, meetings and other gatherings related to the project;
 - Documentation devices (recorders, cameras etc.) for the mappers
 - 2.5 Pass Ordinances or Resolutions supporting the Project;
 - 2.6 Ensure the continuous implementation of the project phases until its completion;
 - 2.7 Assist other Local Government Units in Cultural Mapping Projects should the need arise;
- 3. This Memorandum of Understanding shall take effect upon signing by all the Parties herein and shall continue to be in force until it is revoked, amended or terminated. Termination or revocation shall be done by giving a notice to the other party 30 days before the intended day of the revocation/termination.
- 4. The Parties shall mutually agree upon any amendment or modification of this Understanding. No modification or amendment of this Understanding shall be valid unless the same is in writing and signed by all the Parties.

WHEREFORE, the parties hereto have hereunto affixed their signatures this ______ day of ______ in the ______, Philippines.

For the First Party:

adager

HON. OSCAR G. CASAYSAY Executive Director, NCCA For the Second/Third Party:

HON. NELSON S. LEGACION Naga City Mayor & MNDC Chairperson

ALLEN L. REONDANGA

Department Head, CEPPIO

Signed in the Presence of:

MARY ANNE M. LUIS

Division Head, Program Management Division

HUBERT P. BROCALES Executive Director, MNDC

REPUBLIC OF THE PHILIPPINES CITY OF MANILA s.s.

NOV 14 2023

BEFORE ME, this day of

, in the City / Municipality of , Philippines, personally appeared Executive Director Oscar G. Casaysay with Government Issued ID number P5514429B known to me to be the same person who executed the foregoing instrument, and he acknowledged to me that the same is his free and voluntary act and deed.

The instrument, consisting of three pages, including the page on which this acknowledgment is written, has been signed on the left margin of 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.

313 Doc. No. Page No. Book No. 15 Series of

ATTY. GARY CAMITAN AURE NOTARY PUBLIC, ROLL NO. 60777 PTR No.0861143 Issued on Jan. 3, 2023 until Dec. 31, 2023 Manila IBP Lifetime No. 14599 issued on Feb. 2, 2016 Commission No. 2023-018 Issued on Nov. 18, 2022 Effective Jan. 1, 2023 Until Dec. 31, 2024 Mania MCLE No. VII-0001648 Issued on Nov. 20, 2019 Valid Until April 14, 2025 Pasig City Office Address: L2F1 Upper Ground Floor, Burgundy Transpacific Place, 2444 A. Tati Avenue, Malate, Manila 1004

REPUBLIC OF THE PHILIPPINES CITY OF NAGA s.s.

OCT_2 3 2023 BEFORE ME, this _, in the City of Naga, Philippines, personally appeared is Mayor Nelson S. Legacion with Government Issued ID Number LGY Nor City Dit Colv, known to me to be the same person who executed the foregoing instrument, and he acknowledged to me that the same is his free and voluntary act and deed.

The instrument, consisting of three pages, including the page on which this acknowledgment is written, has been signed on the left margin of 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.

Doc. No. 054 Page No. 13 Book No. IV Series of Jan

MCGYVER GERARD S. ORBINA NOTARY PUBLIC FOR NAGA CITY AND CAMARINES SUR DAU. ST., ZONE 3, BRGY, LIEOTON, NYGA CITY ATTORNEY'S ROLL NO.68989, IBP LIFET ME NO. 016529 PTR O.R. NO. 7637847 K (01-03-2023) NAGA CITY COMMISSION N.J. 22-23, UNTIL DECEMBER 31, 2023