



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 35th REGULAR SESSION OF THE 12th SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON MAY 22, 2023.

Present:

- | | |
|-----------------------------------|------------------------|
| HON. LORENZO S. ALCANTARA | - Municipal Vice Mayor |
| HON. RONALDO D. ENCABO | - SB Member |
| HON. FREDERICK R. BALANDRA | - SB Member |
| HON. HERMES B. CABALES | - SB Member |
| HON. MA. GEMMA C. ALBISO | - SB Member |
| HON. ROMEO G. LIGAN | - SB Member |
| HON. JELITO R. PEÑONAL | - SB Member |
| HON. JESSIE NIEL C. PAULO | - ABC President |
| HON. JEZIEL R. DAGUPAN | - SKF President |
| HON. ROMEO D. PARILA | - IPMR |

Absent:

- | | |
|------------------------------|-----------------------------|
| HON. ARNOLD L. FLORES | - SB Member – on Sick Leave |
| HON. RHOLLY A. LABANG | - SB Member – on Sick Leave |

RESOLUTION NO. 0194-2023

AUTHORIZING THE LOCAL CHIEF EXECUTIVE HONORABLE MAYOR JUNAFLO R. S. CERILLES, RMT, MAGD, TO ENTER INTO AND SIGN A CONTRACT OF SERVICES ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF DUMALINAO WITH PHYLUM BAND, REPRESENTED BY ITS BAND MANAGER, MR. ANTHONY TALLEDO FOR THE MINI CONCERT/MUSICAL ENTERTAINMENT DURING THE LGU FELLOWSHIP NIGHT AND MISS DUMALINAO TALENT NIGHT OF THE 67th ARAW NG DUMALINAO.

WHEREAS, presented for consideration and appropriate action is the request of the Local Chief Executive, to authorize her to enter into and sign a Contract of Services on behalf of the LGU-Dumalinao with Phylum Band for the mini concert/musical entertainment during the 67th Araw ng Dumalinao;

WHEREAS, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned;

WHEREAS, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof,



which provides that upon authorization by the sangguniang bayan, represent the municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

WHEREAS, the Local Government Unit of Dumalinao celebrates the Araw ng Dumalinao annually to commemorate its founding anniversary;

WHEREAS, Phylum Band is a renowned musical group known for their exceptional talent, versatility, and ability to captivate audiences;

WHEREAS, it is necessary to authorize the Mayor to enter into a contract of service with Phylum Band, outlining the terms and conditions of their performance, to ensure a successful and memorable event;

WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

NOW, THEREFORE, premises above-considered, on motion by **HON. RONALDO D. ENCABO**, the body resolved, as it hereby resolves to authorize the Local Chief Executive, Honorable Mayor Junafior S. Cerilles, RMT, MAGD, to enter into and sign a Contract of Services on behalf of the Local Government Unit of Dumalinao with Phylum, represented by its Band Manager, Mr. Anthony Talledo for the mini concert/musical entertainment during the LGU Fellowship Night and Miss Dumalinao Talent Night of the 67th Araw Ng Dumalinao.


LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and appropriate action.

DONE this **22ND** day of **MAY 2023**, at Dumalinao, Zamboanga del Sur.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


ATTY. MAYUS RYAN D. ANDO
SB Secretary

Attested and approved by:


LORENZO S. ALCANTARA
Vice Mayor - Presiding Officer





Republic of the Philippines
REGION IX
PROVINCE OF ZAMBOANGA DEL SUR
Municipality of Dumalinao



OFFICE OF THE MUNICIPAL MAYOR

May 22, 2023

**THE HONORABLE MEMBERS OF THE SANGGUNIANG
Local Government of Dumalinao
Province of Zamboanga del Sur**

**Thru: HON. LORENZO S. ALCANTARA
Vice – Mayor, Presiding Officer**

Dear Sir and Madamme:

I am writing this letter to request the Sangguniang Bayan's approval for the Municipal Mayor to enter into Contract of Service with the following suppliers for this upcoming 67th Founding Anniversary of Dumalinao.

Name	Description
ANTHONY TALLEDO	Manager/Band Representative of "PHYLUM" (Guest Band Performer on June 12, 2023)
ARCHIE G. ABUHON	Artist Producer on June 14, 2023
JONAS B. LASCO	Event / Pageant Organizer for Miss Dumalinao 2023

Attached herewith are copies of their Contract of Services for your reference.

We believe that this Contract of Services will be beneficial for our municipality and will help us achieve our goals in gracing our founding anniversary. Hoping that you can give your approval as soon as possible so that we can proceed with the necessary steps.

Thank you very much for your attention to this matter.

Truly yours,

HON. JUNAFLOR S. CERILLES, RMT, MAGD
Municipal Mayor



Office of the Municipal Mayor

CONTRACT OF SERVICES

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Services, made and entered into by and between **Municipality of Dumalinao, Zamboanga del Sur**, represented in this act by the Municipal Mayor, **JUNAFLO R. S. CERILLES, RMT, MAGD** with office and postal address at Municipal Hall Building, Pag-asa, Dumalinao, Zamboanga del Sur, Philippines, hereinafter referred to as the **FIRST PARTY**;

-and-

MR. ANTHONY TALLEDO, of legal age, Filipino, and a resident of Cebu City, Philippines, Manager/Band Representative of Phylum Band referred to as the **SECOND PARTY**;

-WITNESSETH-

THAT the FIRST PARTY, is in dire need of GUEST BAND PERFORMERS that will provide mini concert/musical entertainment during the LGU Fellowship Night and Miss Dumalinao Talent Night as part of the 67th Founding Anniversary of Dumalinao on June 12, 2023;

THAT the SECOND PARTY has signified his intention to provide the services needed by the FIRST PARTY;

THAT the SECOND PARTY has not been subject of any administrative case nor been previously dismissed from the service due to the commission of an administrative offense;

THAT the SECOND PARTY is not related to, nor has any relationship in any degree prohibited under the rules of nepotism, with the FIRST PARTY;

NOW, THEREFORE, the FIRST PARTY hereby contracts to hire the services of the SECOND PARTY and the latter agrees thereto with the obligations of the parties specified herein below under the following terms and conditions:

OBLIGATIONS OF THE FIRST PARTY:

(To include other specific duties and responsibilities of the First Party)

1. To provide the SECOND PARTY round-trip airfare for 9 persons (artists and staff) with 20kg baggage each plus additional baggage fee for their instruments.
2. To provide a service van with a driver that can be used by the Band to transport the members to every necessary location such as from airport to accommodation, accommodation to venue, accommodation to airport, etc.

3. To provide the SECOND PARTY sufficient parking for the band's service van within a reasonably convenient distance to Venue.
4. To pay the SECOND PARTY the total amount of One Hundred Fifty Thousand Pesos (Php 150,000.00) only subject to tax, for the entertainment service, their meals on June 12-13, 2023 and hotel accommodation.
5. A 50% deposit of Fee is due 15 days prior to the date of performance. This is a required condition of the SECOND PARTY for the contract to proceed; if a 50% deposit of Fee is not tendered upon said date, no further obligation for either party comes due. The remaining 50% of Fee is due immediately after the Show, but maybe made earlier.
6. To provide and arrange another party for the Full Band Backline and Sound System Setup that will be used for the Show.

OBLIGATIONS OF THE SECOND PARTY:

1. To provide the FIRST PARTY 60 minutes / 1 hour of musical performance (mini-concert) during the LGU Fellowship Night and Miss Dumalinao Talent Night on June 12, 2023 at 10:00 -11:00 Pm;
2. To bring the following instruments for the event on June 12, 2023:
 - 2 Electric Guitars
 - 1 Bass Electric Guitar
 - 3 Sets of Effects pedals and its accessories
 - Pair of Drumsticks
3. To provide the FIRST PARTY invitation video for social media posting in the LGU's official Facebook account;
4. To post in their individual official Facebook and Instagram accounts announcement materials for their performance;
5. To arrive, at most, half an hour before the expected performance.

This contract shall be effective on June 12, 2023.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ___ day of _____ 2023, at Dumalinao, Zamboanga del Sur, Philippines.

FOR THE FIRST PARTY:

SECOND PARTY:

JUNAFLO S. CERILLES, RMT, MAGD
Municipal Mayor

ANTHONY TALLEDO
Manager/Band Representative

Signed in the presence of:

REPUBLIC OF THE PHILIPPINES)
Province of Zamboanga del Sur)
Municipality of Dumalinao)
X _____)

SUBSCRIBED and SWORN BEFORE ME this ___ day of _____, personally
appeared the following persons exhibiting their respective Community Tax Certificates
(CTC), as follows:

NAME	VALID ID/CTC	Issued On	Issued at
<u>JUNAFLO S. CERILLES, RMT, MAGD</u>	_____	_____	_____
<u>ANTHONY TALLEDO</u>	_____	_____	_____

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2023, at
_____, Zamboanga del Sur, Philippines.

Doc. No.: _____

Page No.: _____

Book No.: _____

Series of 2023

