



**OFFICE OF THE SANGGUNIANG BAYAN**

**EXCERPTS FROM THE MINUTES OF THE 75<sup>TH</sup> REGULAR SESSION OF THE 12<sup>TH</sup> SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON JUNE 3, 2024.**

**Present:**

|                                     |              |
|-------------------------------------|--------------|
| <b>HON. WILFREDO L. MALONG, SR.</b> | - Vice Mayor |
| <b>HON. RONALDO D. ENCABO</b>       | - SB Member  |
| <b>HON. ARNOLD L. FLORES</b>        | - SB Member  |
| <b>HON. HERMES B. CABALES</b>       | - SB Member  |
| <b>HON. FREDERICK R. BALANDRA</b>   | - SB Member  |
| <b>HON. RHOLLY A. LABANG</b>        | - SB Member  |
| <b>HON. MA. GEMMA C. ALBISO</b>     | - SB Member  |
| <b>HON. ROMEO G. LIGAN</b>          | - SB Member  |
| <b>HON. JELITO R. PEÑONAL</b>       | - SB Member  |
| <b>HON. ROMEO D. PARILA</b>         | - IPMR       |

**Absent:**

|                                  |                       |
|----------------------------------|-----------------------|
| <b>HON. JOEL L. FAMOR</b>        | - ABC President – O.B |
| <b>HON. JUSTONY G. SULATORIO</b> | - SKF President – S.L |

**RESOLUTION NO. 0336-2024**

**AUTHORIZING THE LOCAL CHIEF EXECUTIVE, HONORABLE MAYOR JUNAFLO R. S. CERILLES, RMT, MAGD, TO ENTER AND SIGN A CONTRACT OF SERVICES ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF DUMALINAO BY AND BETWEEN THE SUPPLIERS, PROVIDERS, AND PERFORMERS OF THE DIFFERENT ACTIVITIES IN CELEBRATING THE 68<sup>TH</sup> ARAW NG DUMALINAO.**

**WHEREAS**, presented for consideration and appropriate action is the request of the Local Chief Executive to authorize her to enter and sign a contract of services on behalf of the LGU-Dumalinao by and between the suppliers, providers, and performers of the different activities in celebrating the 68<sup>th</sup> 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 Municipality of Dumalinao will celebrate its 68th Araw ng Dumalinao, a significant event that honors the municipality's founding anniversary and showcases its rich cultural heritage;

**WHEREAS**, various activities are planned to ensure a successful and memorable celebration, necessitating the engagement of suppliers and performers to provide goods and services required for the event;

**WHEREAS**, the LGU-Dumalinao recognizes the need to formalize agreements with these suppliers and performers to ensure the smooth execution of the planned activities;

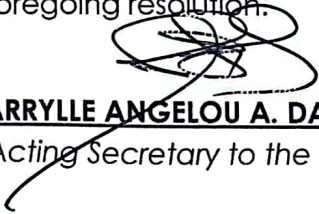
**WHEREAS**, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

**NOW, THEREFORE**, premises above-considered, on motion by **HON. MA. GEMMA C. ALBISO**, the body resolved, as it hereby resolves to authorize the Local Chief Executive, Honorable Mayor Junaflor S. Cerilles, RMT, MAGD, to enter and sign a contract of services on behalf of the Local Government Unit of Dumalinao by and between the suppliers, providers, and performers of the different activities in celebrating the 68<sup>th</sup> 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 3<sup>rd</sup> day of JUNE 2024, at Dumalinao, Zamboanga del Sur.

**I HEREBY CERTIFY** to the correctness of the foregoing resolution.

  
**DARRYLLE ANGELOU A. DALID, MPA, JD**  
*Acting Secretary to the Sanggunian*

Attested and approved by:

  
**WILFREDO L. MALONG, SR.**  
*Vice Mayor- Presiding Officer*





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



## Office of the Local Chief Executive

03 May 2024

THE HONORABLE MEMBERS OF THE SANGGUNIANG BAYAN  
Local Government Unit of Dumalinao  
Dumalinao, Zamboanga del Sur

Thru: Hon. Wilfredo L. Malong Sr.  
Vice Mayor

Sirs and Madam:

Mabuhay!

Respectfully requesting your good office to issue a Resolution authorizing the undersigned to enter into contract for different suppliers, as needed, for the upcoming Municipal Founding Anniversary.

Thank you for your support.

More power!

Sincerely,

  
JUNAFLO S. CERILLES, RMT MAGD  
Municipal Mayor



**CONTRACT OF SERVICE**

KNOW ALL MEN BY THESE PRESENTS:

This Live Performance Contract is made and executed by and between:

The **Municipality of Dumalinao, Province of Zamboanga Del Sur** herein represented by **Municipal Mayor Hon. Junafior S. Cerilles** hereinafter referred to as the **"FIRST PARTY"**.

-and-

**ARCHIE G. ABUHON**, Filipino, of legal age, married and a present address of P5- Upper Loboc, Oroquieta City, Misamis Occidental hereinafter referred to as the **"SECOND PARTY"**;

**WITNESSETH: That—**

**WHEREAS**, the **SECOND PARTY** represents himself to be an Artist Producers and agrees to provide a live **PERFORMANCE** of Mr JM Dela Cerna to serenade for Miss Dumalinao 2024 this coming June 15,2024 at Dumalinao Gym, Municipality of Dumalinao, Province of Zamboanga Del Sur.

**WHEREAS**, the **FIRST PARTY** agrees to engage the **SECOND PARTY** as Artist Producer to provide a live Performance of the guest artist in the designated date and venue;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the **FIRST PARTY** agrees to engage the services of the **SECOND PARTY** to render service of **Celebrity** subject to the following terms and conditions:

- 1. AGREEMENT.** The **SECOND PARTY**, as Artist Producer, shall render and organize a live **PERFORMANCE** of Mr. JM Dela Cerna to perform 3-4 songs
- 2. PERFORMANCE VENUE AND DATE.** The live performances shall be performed at **Dumalinao Gym, Municipality of Dumalinao, Province of Zamboanga del Sur** this coming **June 15,2024**.
- 3. TRAVEL, ACCOMODATION AND MEALS:**  
The **FIRST PARTY** shall provide the Land Transportation from Airport to Hotel, Hotel to Venue, and Vice Versa while the **SECOND PARTY** will provide the airfare of 2 heads, 3 Rooms Accomodation and food during they stay In the duration of the event.
- 4. TALENT FEE.** The **FIRST PARTY** shall pay the **SECOND PARTY** the net amount of **ONE HUNDRED FIFTY THOUSAND PESOS ONLY (150,000)**. Upon confirmation booking the **" FIRST PARTY"** shall pay the amount of **Seventy Five Thousand Pesos (75,000)** to be serve as the **50% down payment on or before May 24,2024** and of **Seventy Five Thousand Pesos (75,000)** for the full payment upon the arrival of the

guest celebrity in Municipality of Dumalinao, Province of Zamboanga Del Sur, **before** the performance show on **June 15,2024**.

**5. OTHER EXPENSES.** The **FIRST PARTY** shall not be liable for other expenses that the **SECOND PARTY** may incur during the performance day.

**6.** A breach of contract by the **SECOND PARTY** entitles the **FIRST PARTY** full reimbursement of all expenses it may have incurred and all damages that the **FIRST PARTY** may sustain by reason of the non-performance of the obligations of the **SECOND PARTY**.

**7. FORCE MAJEURE.** Neither the **FIRST PARTY** nor the **SECOND PARTY** shall be liable for failure to appear or perform its obligations under this agreement in the even that such failure is caused by or due to the acts or regulations of public authorities, inclement weather, epidemic, or delay of transportation service, or any other legitimate cause beyond the control of the parties. However, the parties hereby agree to reschedule the performance date should such failure is caused by the by or due to the aforesaid reasons.

**IN WITNESS WHEREOF**, parties herein above named affixed their signature this day of \_\_\_\_\_ 202\_ at City/ Municipality \_\_\_\_\_, Province of \_\_\_\_\_.

**Celebrity Manager**

**Hon. JUNAFIOR S. CERILLES**  
First Party

**ARCHIE ABUHON**  
Second Party

**ACKNOWLEDGEMENT**  
Republic of the Philippines

Province/City of \_\_\_\_\_ ) S.S In the city stated above, on this \_\_\_\_\_ at \_\_\_\_\_, Philippines personally came and appeared the above-named, who

**CONTRACT OF SERVICE**

KNOW ALL MEN BY THESE PRESENTS:

This Live Performance Contract is made and executed by and between:

The **Municipality of Dumalinao, Province of Zamboanga Del Sur** herein represented by **Municipal Mayor Hon. Junafior S. Cerilles** hereinafter referred to as the **"FIRST PARTY"**.

-and-

**ARCHIE G. ABUHON**, Filipino, of legal age, married and a present address of P5- Upper Loboc, Oroquieta City, Misamis Occidental hereinafter referred to as the **"SECOND PARTY"**;

**WITNESSETH: That—**

**WHEREAS**, the **SECOND PARTY** represents himself to be an Artist Producers and agrees to provide a live **PERFORMANCE** of Vice Ganda Look Alike (Daniela Diva) and Allyka this coming June 14,2024 at Dumalinao Gym, Municipality of Dumalinao, Province of Zamboanga Del Sur.

**WHEREAS**, the **FIRST PARTY** agrees to engage the **SECOND PARTY** as Artist Producer to provide a live Performance of the guest artist in the designated date and venue;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the **FIRST PARTY** agrees to engage the services of the **SECOND PARTY** to render service of **Celebrity** subject to the following terms and conditions:

- 1. AGREEMENT.** The **SECOND PARTY**, as Artist Producer, shall render and organize a live **PERFORMANCE** of Vice Ganda Look Alike (Daniela Diva) and Allyka for 45 Minutes.
- 2. PERFORMANCE VENUE AND DATE.** The live performances shall be performed at **Dumalinao Gym, Municipality of Dumalinao, Province of Zamboanga del Sur** this coming **June 14,2024**
- 3. TRAVEL, ACCOMODATION AND MEALS:**  
The **FIRST PARTY** shall provide the Land Transportation from, Hotel to Venue, and Vice Versa while the **SECOND PARTY** will provide the airfare of 2 heads, 3 Rooms Accomodation and food during they stay In the duration of the event.
- 4. TALENT FEE.** The **FIRST PARTY** shall pay the **SECOND PARTY** the net amount of **ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED PESOS ONLY (127,500)**. Upon confirmation of booking, the **" FIRST PARTY"** shall pay the amount of

**50% down payment on or before May 24,2024** and the remaining amount as full payment upon the arrival of the guest celebrity in Municipality of Dumalinao, Province of Zamboanga Del Sur, **before** the performance show on **June 14,2024**

**5. OTHER EXPENSES.** The **FIRST PARTY** shall not be liable for other expenses that the **SECOND PARTY** may incur during the performance day.

**6.** A breach of contract by the **SECOND PARTY** entitles the **FIRST PARTY** full reimbursement of all expenses it may have incurred and all damages that the **FIRST PARTY** may sustain by reason of the non-performance of the obligations of the **SECOND PARTY**.

**7. FORCE MAJEURE.** Neither the **FIRST PARTY** nor the **SECOND PARTY** shall be liable for failure to appear or perform its obligations under this agreement in the even that such failure is caused by or due to the acts or regulations of public authorities, inclement weather, epidemic, or delay of transportation service, or any other legitimate cause beyond the control of the parties. However, the parties hereby agree to reschedule the performance date should such failure is caused by the by or due to the aforesaid reasons.

**IN WITNESS WHEREOF**, parties herein above named affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_ 202\_ at City/ Municipality \_\_\_\_\_, Province of \_\_\_\_\_

*Celebrity Manager*

**Hon. JUNAFIOR S. CERILLES**  
First Party

**ARCHIE ABUHON**  
Second Party

**ACKNOWLEDGEMENT**  
Republic of the Philippines