



Republic of the Philippines
Province of Sorsogon
CITY OF SORSOGON



Office of the Sangguniang Panlungsod

EXCERPTS FROM THE MINUTES OF THE SPECIAL SESSION OF THE EIGHTH CITY COUNCIL HELD AT THE SANGGUNIANG PANLUNGSOD SESSION HALL, CABID AN, EAST DISTRICT, SORSOGON CITY ON DECEMBER 01, 2022 VIA FACE TO AND TELECONFERENCING.

PRESENT:

HON. MARK ERIC C. DIONEDA
City Vice Mayor/ Presiding Officer

WEST DISTRICT

Hon. Peter Joseph J. Ravanilla
Hon. Nestor J. Baldon
Hon. Bryan J. Pingul

EAST DISTRICT

Hon. Maria Theresa H. Gonzalez
Hon. Mark Jayson D. Jamisola
Hon. Angelu Magda P. Ravanilla

BACON DISTRICT

Hon. Jo Abegail C. Dioneda
Hon. Reynaldo C. Taladtad
Hon. Glenn P. Olbes
Hon. Danilo A. Deladia

EX-OFFICIO MEMBERS

Hon. Renalene Mae J. Duka

ABSENT:

Hon. Lester R. Lubiano
Hon. Ma. Teresa D. Perdigon
Hon. Bessie C. Diaz

Resolution No. 459, Series of 2022

RESOLUTION ENACTING AN ORDINANCE ESTABLISHING THE SORSOGON CULTURAL CENTER FOR THE ARTS (SCCA), PROMULGATING RULES AND REGULATIONS FOR ITS OPERATIONS, MANAGEMENT AND MAINTENANCE, PRESCRIBING FEES AND CHARGES FOR ITS OFFERED SERVICES AND IMPOSING PENALTIES FOR VIOLATION THEREOF.

WHEREAS, Article II, Section 17 of the 1987 Constitution declares that the State shall give priority, among others, to arts and culture “to foster patriotism and nationalism, accelerate social progress, and promote total human liberation and development;

WHEREAS, the Constitution further proclaims under its Article XIV, Section 15 that “Arts and letters shall enjoy the patronage of the State. The State shall conserve, promote, and popularize the nation’s historical and cultural heritage and resources, as well as artistic creations

WHEREAS, Section 458 (5) (xvi) of Republic Act. No. 7160 or the Local Government Code of 1991 mandates the Sangguniang Panlungsod to undertake x x x “ the promotion of culture and the arts, coordinate with government agencies and non-governmental organizations and, subject to the availability of funds, appropriate funds for the support and development and the same”

WHEREAS, the Medium Term Philippine Development Plan for Culture and the Arts further enjoins “*The generation of jobs or livelihood from cultural tourism and cultural industries, and ecotourism highlighting the wealth of indigenous heritage and new routes of artistic expressions rooted in traditional cultures, merged with creative and modern experiment*”.

WHEREAS, pursuant to the afore-cited Constitutional and statutory mandates, the administration of Hon. Mayor Ma. Ester E. Hamor accepts and recognizes its moral and legal duty to support and promote Sorsoganon artists and cultural workers.

NOW, THEREFORE, on motion of the **Hon. Glenn P. Olbes**, jointly seconded by the Hon. Danilo A. Deladia and Hon. Jo Abegail C. Dioneda unanimously concurred by all the Members of the 8th City Council, be it **RESOLVED, AS IT IS HEREBY DONE** to enact, to wit:

City Ordinance No. 18, Series Of 2022
(Author: HON. MA. THERESA S. GONZALEZ and HON. MARK ERIC C. DIONEDA)

AN ORDINANCE ESTABLISHING THE SORSOGON CULTURAL CENTER FOR THE ARTS (SCCA), PROMULGATING RULES AND REGULATIONS FOR ITS OPERATIONS, MANAGEMENT AND MAINTENANCE, PRESCRIBING FEES AND CHARGES FOR ITS OFFERED SERVICES AND IMPOSING PENALTIES FOR VIOLATION THEREOF.

BE IT ORDAINED by the Sangguniang Panlungsod in session, that:

SECTION 1. Title. – This Ordinance shall be known as the **SORSOGON CULTURAL CENTER FOR THE ARTS (SCCA) ORDINANCE OF 2022.**

SECTION 2. LEGAL BASIS. –

- 2.1.** Sections 14, 15, 16 and 17, Article XIV of the 1987 Constitution mandates that the State shall foster the preservation, enrichment and dynamic evolution of a Filipino culture x x x in a climate of free artistic and intellectual expression. The Constitution under the aforesaid provisions likewise mandates the State to conserve, develop, promote and popularize the nation’s historical and cultural heritage and resources, as well as artistic creations x x x which shall be under the protection of the State, which may regulate its disposition;
- 2.2.** Republic Act 10066 or the National Heritage Act of 2009 prescribes provisions that mandate local government units to protect, preserve, conserve and promote the nation’s cultural heritage, its property and histories, and the ethnicity of local communities; establish and strengthen cultural institutions (emphasis supplied), and; protect cultural workers and ensure their professional development and well-being;
- 2.3.** Section 458 (5) (xvi) of Republic Act No. 7160 that mandates “local governments to establish a city council for the promotion of culture and the arts” would be more realistically achieved and actualized in the City of Sorsogon, in particular, and the Province of Sorsogon, in general, by way of the programs, projects, activities and services with the establishment of the Sorsogon Cultural Center for the Arts (SCCA).

SECTION 3. MISSION. – The **SORSOGON CULTURAL CENTER FOR THE ARTS (SCCA)**, hereinafter also referred to as the **CENTER**, shall serve as the leading venue for the development and preservation of arts and culture in Sorsogon City, in particular, and the Province of Sorsogon, in general, by promoting artistic excellence and nurturing Sorsoganons to participate in art making, appreciation and the enduring development thereof.

SECTION 4. OBJECTIVES. -

1. Artistic Excellence: To produce, create and present artistic excellence and cultural experiences.

2. Arts for Transformation: Nurture the next generation of artists and support artistic and cultural works of Sorsoganon same time providing the Sorsogon public with arts, cultural shows and the like, not only as a form of entertainment and meaningful pastime but also as a motivation for potential artists, both young and olds, in the locality to expose and develop their artistic potentials;
3. Sustainability and Validity. Achieve Organizational and financial stability for culture and arts to ensure the continuity of artistic and cultural programs and contribute to a flourishing creative industry in Sorsogon
4. Human Resource Development. Develop a loyal, competent and efficient workforce towards fulfilling a valid role in the cultural environment

SECTION 5. MANDATED DUTIES & FUNCTIONS:

The CENTER, being primarily an institution for the promotion, preservation and development of traditional & original Sorsogon performing Arts, as well as a venue for preserving, studying and promoting national arts for the benefit of the current & future generations shall have the following duties and functions:

- 5.1. Serve as a cultural center devoted to traditional and original Sorsoganon performing arts which shall be understood to include theatrical forms, music, dance, film and other broadcast arts as well as indigenous traditional arts.
- 5.2. The Center shall serve primarily for the holding of performances, concerts and other similar cultural and academic activities. PROVIDED FURTHER, that it is likewise open and available for governmental assemblies, public fora, and private mass events and undertakings upon complying with rental obligations provided in this Ordinance.
- 5.3. With the assistance from the National Government and the National Endowment Fund for Culture & Arts (NEFCA) assist and develop Sorsogon talents in the aforementioned spheres to create great opportunities for their self-expression and to encourage and support the holding or staging of exhibiting & performing in a climate of free artist and intellectual expression.
- 5.4. Renew public interest and appreciating traditional Filipino performing art forms, including original Filipino dance, music; theatre and films, as well as indigenous and traditional arts.
- 5.5. Develop programs and projects that effectively uses original performing arts as a tool to strengthen that national identity, value formation, education, entertainment and the development of creative industries, including performances, concerts, research, publication and extension activities.
- 5.6. Foster the Center's long-term viability and secure its sustained competitiveness by maximizing the use of the center in activities that will generate income that in tum will allow it to support activities that support its goal and reinvigorating original Filipino artist.
- 5.7. Carry out any or all other functions characteristic of a cultural center of similar mandate and scope, in line with prevailing international principles, best practices and the guarantee to artistic and intellectual freedom.

SECTION 6.- RENTAL RATES FOR USE OF THE CENTER BY NATIONAL ARTISTS, NATIONAL PERFORMING COMPANIES, GOVERNMENT AGENCIES, EDUCATIONAL INSTITUTIONS, NON-PROFIT ORGANIZATION, AND ACCREDITED IMPLEMENTING PARTNERS:

HOURLY RENTAL FEE FOR UTILIZATION OF THE SORSOGON CULTURAL CENTER FOR THE ARTS INCLUSIVE OF FIVE (P 500.00) PESOS RENTAL FEE PLUS COST OF UTILITIES.			
CULTURE AND ARTS ACTIVITIES		OTHER ACTIVITIES	
A. DAY TIME USE		A. DAY TIME USE	
1. Without Aircon	P 750.00	1. Without aircon	P 800.00
2. With Aircon	P 4,430.00	2. With Aircon	P 4,550.00
B. Night Time Use		B. Night Time Use	

1. Without Aircon	P 850.00	1. Without Aircon	P 920.00
2. With Aircon	P 4560.00	2. With aircon	P 4,630.00

In case only portion of Sorsogon Cultural Center for the Arts are to be utilized, rates imposed shall be proportionate to the area to be utilized as assessed by the Sorsogon Cultural for the Arts per hour.

SECTION 8.- ADMISSION AND ENTRANCE:

The general public is hereby granted admission to the main lobby and gallery subject to capacity availability that shall be determined by the Center management.

PROVIDED FURTHER, that in the event that ADMISSION/ENTRANCE FEES would be imposed upon the viewing public by event Presenters/Sponsors or Users of the Center for purposes of cultural shows, concerts or any form of entertainment events and the like, the intended rates, fees for admission are subject to the submission to and the approval of the Chairman of the Board of Trustees, or in his/her absence, by his/her duly designated and authorized person, at least ONE (1) MONTH BEFORE the scheduled event.

SECTION 9. - COMMERCIAL OPERATIONS OF THE CENTER:

The CENTER shall be authorized to undertake commercial operations, the proceeds thereof shall include but not limited to the following:

- 9. 1. The rate of fees and/or rental by Users for staging of shows, events, functions and similar activities, as well as the terms and conditions for which shall be prescribed and/or approved by the Board of Trustees (BOT)
- 9. 2. The lease of areas for the erection and operation of commercial establishments which the Board of Trustees shall award, through public bidding, but nonetheless giving preference to non-profit organization with a nature related to or supportive of the SCCA’s mandate.
- 9. 3. The charging of admission fees for performances, exhibitions and other Activities per approved rates by the Board of Trustees.
- 9.4. The production and/or licensing of official merchandise, including publications and audio-visual media materials which the center shall award thru public bidding.

As a matter of policy, the SCCA’s Board of Trustees (BOT) shall apply a socialized fee scheme for the use of the center's facilities, giving preferential rates to national artists and other prestigious local, national, and international artistic awards, attached cultural agencies and other government offices, school, university and community-based theatre groups, and other non-government and non-profit organizations focused on culture and the arts.

The center shall be authorized to outsource thru public bidding, all general, non-technical, property management, including ticketing, security and maintenance operations, pertaining to its real properties.

SECTION 10. -CENTER USE AGREEMENT/CONTRACT:

The center will use an agreement to be read, completed and signed by the authorized representative of the sponsoring organization and returned to the administration of the center upon confirmation of the event.

All activities shall be covered by this agreement.

10.1 . TERMS OF AGREEMENT

10.1.1. CANCELLATION OF CONTRACT

This agreement is a contract that may not be cancelled except upon written notice to the Event Sponsor/s or Center User/s for at least FIVE (5) working days due to any of the following reasons:

- a. When user fails to comply with the conditions stated therein.
- b. Fails to show adequate financial resources for presentation of the event
- c. Is not willing or able to perform adequately all required duties and responsibilities related to the event.
- d. Non-payment of a previous event.
- e. Other similar/analogous causes in the judgment of the SCCA Executive Director.

10.1.2. NO PARTNERSHIP BETWEEN PARTIES

It is agreed and acknowledged that there is no agency, partnership or joint venture relationship existing between the event-sponsor/s with any other entities which is/are NOT a party/ies to the agreement governing the use of Center. This agreement is solely for the benefit of the parties hereto and no other persons.

10.1.3. ASSIGNMENT OF CONTRACT

The User-Sponsor of an event shall not assign or let the space covered by this agreement TO ANY OTHER PARTY/IES without the written consent of the SCCA Executive Director.

10.1.4. LAWS GOVERNING THIS AGREEMENT / VENUE OF ACTIONS.

The pertinent laws/statutes shall govern this agreement.

In the event the parties are unable to resolve any dispute relating to this agreement, all suits, action claims and causes relative to this agreement shall be within the exclusive jurisdiction of the appropriate court in Sorsogon City.

10.1.5. SEVERABILITY

The invalidity or unenforceability of any provision of this agreement shall not affect the validity and enforceability of any other provision of the agreement which shall remain in full force and effect.

SECTION 11. - CENTER'S SPECIFIC INFORMATION AND REGULATIONS

11.1 The Center has a **FIVE HUNDRED ONE (501)** seat capacity.

11.2. HOUSEHOLD.

The owner shall hold twenty (20) seats to use at its discretion

11.3. AVAILABILITY OF THE CENTER.

For any information about availability of the Center, prospective Sponsor/s or User/s thereof may seek information at the Office of the Center Executive Director.

11.4. RESTROOMS.

There are restrooms in the lobby and in the main Theatre and also dressing room for the artists.

The use or availment of such facilities shall be coordinated with the Technical Director of the SCCA at least FIVE (5) days before any event, activity or presentations by the Sponsors thereof.

SECTION 12. - GENERAL RULES AND REGULATIONS FOR THE CENTER

12.1 COMMUNICATION OF POLICIES

Event Sponsor/ Center User is responsible for informing all patrons, guests, caterers, etc. about all relevant policies described in this agreement and all other applicable center policies.,

12.2. INSURANCE/DISABILITY

Event Sponsor/s shall assume any and all liability incurred or associated with their sponsored event, PROVIDED HOWEVER, it shall exclude any liability that arises out of the negligence or willful misconduct of the Center Staff.

Further, Event Sponsor/s agree to pay or shoulder all damages to facilities/ equipment owned or rented by the SCCA.

12.3. PORTIONS OF BUILDING AVAILABLE TO USER/STORAGE OF PROPERTY/PROPS AND DURATION OF CENTER USAGE

The Center Management, through the Center Executive Director, hereby grants the Center Sponsors/Presenters/Users the right to use the following portions of the Center, namely:

12.3.1. PERFORMANCE AREA

Auditorium and dressing facilities together with appropriate access to the same as determined by the Center management, and such other additional spaces in its discretion to be used for the sole purpose of presenting the events and for no other purposes whatsoever without the written consent of the Executive Director of the Center.

12.3.2. HOURS

Events must end no later than the time stated in this agreement. No one will be permitted to enter or remain inside the venue after the said agreed time when the event will end.

12.3.2. SET-UP

Set-up requests agreed to between the parties will be in place prior to the Sponsors / Performers / Participants arrival time.

Notifications of caterer, florist, rental vendor and other representatives of set-up time are the responsibility of the user, the activities thereof, respectively, to be stipulated and submitted in writing are subject to the approval of Center Executive Director.

12.3.3. STORAGE OF USER'S PROPERTY

Properties of Event Sponsors, caterer, florist, rental vendor and other representatives cannot be stored overnight, beyond the agreed reservation period stated in the contract to use the Center.

Failure to remove property may result in additional charges for storage, the rates to be determined by the Board of Trustees.

Delivery time needed for Sponsors / Performers' equipment. Facilities, props and the like must have prior coordination with and approval of the Center Executive Director or his designated personnel.

12.4. GUIDELINES ON CATERING SERVICES

Events must be catered by a professional, insured caterer. The Center's Executive Director must see to it that the Caterer must abide with the Department of Health (DOH) and City of Sorsogon Health Department Regulations for food preparation, storage and handling.

Sponsors/Organization/s must arrange for adequate parking for catering staff and other vendors which all must have prior approval of the Center's Executive Director.

12.5. ALCOHOL / INTOXICATING BEVERAGES / DRUGS

No Alcohol drinks / Intoxicating Beverages / Drugs shall be served, consumed and/or sold during events.

12.6. CONCESSIONS

Event Sponsors are not permitted to sell concessions (food and drinks) at the Center and its area before, during and after the event.

12.7. RENTALS OF CHAIRS AND TABLES

A limited number of tables and chairs are available at the Center.

Event organizers/sponsors shall coordinate with the Center's Technical Director to ensure availability.

12.8. NO GLITTER, WALL DECORATIONS, TAPE OR BALLOONS

Glitters, including glitter/s used as make-up or as part of a costume is not allowed in the performance venue of the Center. [Use of glitter will result in a supplemental cleaning charge of at least Fifteen Thousand Pesos (15,000.00)] No decorations or signage may be affixed to the walls at any time. No open flames or pyrotechnics may be used. Any marking of the stage or floor must be done with tape approved by the Center's Technical Director. No tape may be used on any surfaces or furniture without prior approval by the Technical Director). Helium filled balloons are not permitted inside the theatre.

Violation of any of the rules in this section may prevent user from being allowed to use the Center venue in the future, including events already booked and/or under contract.

12.9. SMOKING

Smoking is NOT permitted in any area of the Center Complex.

12.10. DEADLINE FOR EVENT INFORMATION

At least fifteen (15) days prior to the scheduled event, Event Sponsors/Organizers/Center User must provide the Center Executive Director with final and complete information on set-up specifications, technical requirements and schedule of activities for the event. This information must be submitted in written form.

All event rigging requirements must be submitted to the Technical Director or to his designated person at least FIFTEEN (15) days in advance of performance date. All rigging must be coordinated with the Technical Director.

12.11. APPROVAL OF EQUIPMENT

The Event Organizers/Sponsors/ Center User shall not install or operate any equipment, fixture or device nor operate any engine, motor and other machinery or use gas, electricity, or flammable substances in the facility without the prior written approval of the Executive Director, without the prior inspection and recommendation of the Technical Director, and under such conditions and restrictions that the Technical Director may prescribe.

All electrical connections must be made under the direction of the Technical Director or his designated personnel, and all house equipment must be operated by or in coordination with the center's technical staff.

No equipment, devise or fixture may be used that endangers the structural integrity of the facility or its utilities system.

12.12. OPERATION OF HOUSE EQUIPMENT

All house equipment, including but not limited to sound and lighting equipment shall be operated only by Technicians authorized by the Technical Director of the Center or his designated technicians.

12.13. ADVERTISING

No advertising or printed material may in any way suggest that the event is being presented or sponsored by the Sorsogon Cultural Center for the Arts (SCCA).

The Center's Users/Event Sponsors are responsible for promoting and advertising at their own expense.

12.14. SIGNAGE

No signs, messages or other materials including advertising materials & political campaign literature may be posted, displayed, distributed or placed adjacent to or in and out of the Center without written approval of the Center's Executive Director.

Such materials may not be fastened to any part of the Center facility except in spaces as may be provided or designated for this purpose by the Center Executive Director and shall not be permitted to interfere with crowd movement and safety.

12. 15. COPYRIGHT MATERIALS

Center User warrants that any and all copyright material/s to be performed by Event Sponsor/s and/ or Center User/s or those under contract with them have been duly licensed or authorized by copyright owners. Event Sponsor/s and or

Center User/s agree to indemnify and hold Sorsogon Cultural Center for the Arts (SCCA) and its employees and agents harmless from any and all claims, losses or expenses incurred in the event of copyright violations.

12.16. RADIO, TELEVISION BROADCASTING

The Center Management, through the Center Executive Director, reserves the right to approve all radio, television and/or any social media platform broadcasting, whether live or transcribed for delayed transmission and all visual or audio recording originating from venue and all physical arrangements therefore. Broadcasting & recording and the allocation of revenues derived therefrom may be negotiated as part of a contract for the use of the facility. Should the owner grant to the user such rights and privileges, the owner has the right to require advance payment of estimated related costs to the owner, such as installment of equipment any contract entered into involving the broadcast or recording rights shall be signed by all pertinent parties prior to any broadcasting or recording date.

12.17 COMPLIANCE WITH OTHER RULES & REGULATIONS

User/Event Presenter/Sponsor shall abide with theatre rules, policies and regulations, as well as, to properly and faithfully use & occupy the Center including its premises in accordance with the Contract/Agreement governing the use of the Center, and as provided in this Ordinance and in accordance with all applicable laws, ordinances, regulations of the Republic of the Philippines.

SECTION 13. – OTHER PAYMENTS DUE

Aside from the basic rental for use of the Center, the events Sponsors/Center User shall be responsible for paying and/or shouldering the cost of the following: Security, housekeeping, catering, house staff (ushers, ticket takers and supervisors), stage hands, parking, traffic control, box office, other labor, cut costs, license fees, taxes & equipment rental.

The above expenses will be itemized and estimated prior to the event by the Event Sponsors/prospective Center User.

It is understood that actual expenses may differ from estimated expenses. User shall be responsible for paying actual costs, which will be billed after the completion of the event as well as for any damages resulting from negligence, misuse of equipment, and/or vandalism.

User also shall pay a supplemental cleaning charge of at least FIFTEEN THOUSAND PESOS (Php15,000.00) if glitter is used.

SECTION 14. LIABILITY FOR DAMAGES

The Center User/Event Sponsors is liable for all damages to the Center and its facilities and equipment incidental to their use of said premises, as well as the use by their employees, agents, invitees and contractors.

FURTHER the Center User/Event Sponsors shall indemnify and hold harmless the SCCA and its employees and agents from any claims in suits arising out of the injury or death to any person or damage to property resulting from the use of said venue by the Center User, its employees, agents, invitees & contractors.

The Center management reserves the right to deduct from any payment or allocation to the center user any sufficient funds to cover the damage attributable to the center user, its employees or agents.

The Center management shall not be responsible for any loss, theft or other damages to machinery, equipment, paraphernalia, costumes, clothing, trunks exhibit materials, music, musical instruments and the like or to any and all other property of the Center User/Event Sponsors user or their employee except on account of negligence on the part of the Center Management or its employees.

SECTION 15. – CANCELLATION / POSTPONEMENT OF EVENT

15.1. CANCELLATION by CENTER MANAGEMENT

The Center Management, through the Center Executive Director, shall have the right to cancel any event due to an emergency or perceived threat or any fortuitous events and circumstances but not limited to severely inclement weather, flood, facility condition, labor difficulties, civil tumult, strike, epidemic and the like.

Further the following compelling reasons would likewise serve as basis of the Center Management to cause the cancellation an event: Regulations of police authorities (including without limitation, social distancing measures to limit spread of contagious disease), interruption or delay of transportation service, utilities failure not due to owner negligence, terrorism, hazard to public safety or any cause beyond the control of the Center's User/Event Organizers-Sponsors. If owner cancels an event due to any of the aforementioned grounds, the Center Management shall not owe the even sponsor/center user any compensation.

15.2. CANCELLATION BY USER

Cancellation of an event by the user, without any justifiable ground, shall not free the Event Sponsor/Promoter from expenses, but rather forfeit any deposit and furthermore remunerate all expenses already incurred by owner. In addition, if the event is cancelled within seven (7) days before the event, its Sponsor/Promoter user will be responsible for paying any difference between the User's fee agreed on the agreement and the security deposit.

15.3. RESCHEDULING OF CANCELLED EVENT

In case of cancellation by the Center Management or the Event Sponsor, the event shall only be re-scheduled by mutual agreement between the Center Management and the Event Sponsor, but nonetheless, neither of them is obliged to reschedule the event.

SECTION 16. - OFFICERS OF THE SORSOGON CULTURAL CENTER FOR THE ARTS; DUTIES, FUNCTIONS AND RESPONSIBILITIES:

The following are of the Officers of the Sorsogon Cultural Center for the Arts:

16.1. BOARD OF TRUSTEES: There is hereby established a Board of Trustees that shall govern the Sorsogon Cultural Center for the Arts, with the following composition:

Chairman: City Mayor

MEMBERS:

1. Chairman, National Commission for Culture and Arts, or any of his Representatives;
2. First District, Representative;
3. ~~Second District, Representative;~~
4. Chairman, Cultural Center of the Philippines [CCP], or any of its Representatives;
5. President, Sorsogon State University;
6. Schools Division Superintendent, Province of Sorsogon;
7. President, Philippine Chamber of Commerce and Industry, Sorsogon Chapter (Business Sector);
8. Head, Sorsogon Community Based Theater Group (Private Sector);
9. Religious Organization / Museo de San Antonio de Padua;
10. Corporate Secretary, *Ex-Officio* Member.

16.1.2. The board of trustees shall be co-terminus with the term of office of the incumbent City Mayor of Sorsogon City.

16.1.3. The succeeding board of trustees shall be constituted in a meeting of potential members thereof and called for the purpose by the succeeding City Mayor, wherein the next Members of the Board shall be elected by the assembly present therein.

16.1.4. Kinds of meetings.- Meetings of trustees may be regular or special.

16.1.5. Regular and special meeting of the Board of Trustees.- Regular meetings of the Board of Trustees shall be held quarterly on a date fixed by the first sets of board of trustees, or if not so fixed, on any date in the first week of every quarter as determined by the board of trustees: Provided, that written notice of regular meetings shall be sent to all board of trustees at least two (2) weeks prior to the meeting, unless a different period is fixed by the board of trustees.

16.1.6. Place and time of meetings of the board of trustees. – Board of trustee’s meetings, whether regular or special, shall be held in the city where the principal office of the SCCA is located. And if practicable, in the principal office of the SCCA: Provided, that Metro Manila or any city, shall purposes of this section, be considered a city fit for a venue of the meetings.

Notice of meetings shall be in writing, and the time and place thereof stated therein.

16.1.7. Quorum in meetings.- Unless otherwise provided in this ordinance or by the Charter of the SCCA, or by the board of trustees, a quorum shall consist of the board of trustees representing a majority of the members of the board.

16.1.6. Compensation of the board of trustees. – In the absence of any provision in the SCCA Charter fixing their compensation, the board of trustees shall not receive any compensation, except for an honorarium in the amount of Ten Thousand (P10,000.00) Pesos per meeting.

16.1.6. BOARD OF TRUSTEES: FUNCTIONS RESPONSIBILITIES AND DUTIES

1. Serves as the policy-making Board of the Center.
2. Exercises general control and management of the Center.
3. Possess the power to direct the Center to carry out its mission, functions and objectives by coordinating, collaborating and engaging the services and expertise of local and national entities involved in the development of culture and the arts; and reviewing, evaluating and approving the Center’s Programs,

- Projects, Activities and Services that were prepared, recommended and submitted by the Center's Executive Director and aggregation of local talents.
4. Ensure the Center's longtime viability by maximizing the use of the Center, its resources and facilities, in activities that will generate income that will support its goals, programs and projects.
 5. Decide and provide for the staffing and manpower needs of the Center.
 6. Ensure the effective and efficient use of the Center's financial resources.
 7. Exercise over-all direction, control and management of the Center's staff.

THE OTHER OFFICERS ARE THE FOLLOWING:

16. 2. CORPORATE SECRETARY, who shall be preferably a Lawyer

16. 3. EXECUTIVE DIRECTOR

16.4. TECHNICAL DIRECTOR

16.5. ARTISTIC DIRECTOR

The designation, hiring or appointment of the Corporate Secretary, Executive Director, Technical Director and Artistic Director is subject to the discretion of the Board of Trustees.

They may be regular but qualified and competent personnel of the City Government. However, if there are no available expertise in the local government, they may be hired on a regular basis by the Board.

FURTHER, their remunerations are subject to the discretion of the Board.

16. 6. CORPORATE SECRETARY. DUTIES. FUNCTIONS AND RESPONSIBILITIES

1. Acts, on behalf of the Board of Trustees, as Compliance Officer of the Center, by monitoring programs, projects and activities at the Center and courses of actions of the personnel thereof, including the Center's Users to ensure compliance with the rules, established protocols, and terms of agreement for the use of the Center, as well as the proper utilization and availment of services of the Center. As a matter of course, prepare and submit to the Board of Trustees the proper and appropriate report, if necessary, for corresponding action thereof.
2. Serve as an Ex-Officio member of committees, including Ad Hoc committees created by the Board of Trustees.
3. Be responsible for maintaining the Minutes book and/or records of the Center. Likewise, maintain official records, both internal and external, and ensure compliance with policies and local regulations.
4. Prepare Notices for the Meetings/Conferences of the Board of Trustees.
5. Be the legal counsel of the Board of Trustees.
6. Attend all Board Meetings, except when justifiable cause/s prevent him from doing so.
7. Ensure that all Board procedures, rules and regulations relative to the operations of the Center are strictly followed.
8. Handles the preparation of correspondences and/or communications on behalf of the Board.
9. Assure that the Center establishes and maintains sound financial practices.
10. Provide general oversight of financial/fiscal functions of organization.

11. Work with the bookkeeper, treasurer, as may be needed, designated/hired by the Board in preparing a budget; see that the organization operates within budgetary guidelines.
12. Perform other duties and responsibilities, as may be required or requested/directed by the Chairperson, or the collegial Board, from time to time.

16.7. EXECUTIVE DIRECTOR. FUNCTIONS. DUTIES AND RESPONSIBILITIES.

1. Maintain, support and develop a strong operation of the SCCA and build a strategic direction for the Center's ongoing operations.
2. Serve likewise as an ex-officio member of each standing committee, each ad hoc committee created by the Board.
3. Jointly with the Board of Trustees, assure that the Center has a long-range strategy that achieves its mission, and enable it to make consistent and timely progress.
4. Provide leadership in development of policies and program, organizational and financial plans with the Board of Trustees and carry out plans and policies authorized by the board.
5. Promote active and broad participation of the concerned sectors and institutions in the locality to enable the Center to realize its programs, projects and activities.
6. Maintain a working knowledge of significant developments and trends in the field of Arts Education and multi-disciplinary community arts program.
7. See that the Board is kept fully informed on the condition of the Center and its existing Projects, Programs and Activities.
8. Publicize and raise community awareness of the activities of the Center, its programs, goals, and mission.
9. Establish sound working relationships and cooperative arrangements with community Arts groups and organizations.
10. Serve as an ambassador and advocate of the Center by representing the organization and its perspective to agencies, organizations, and the general public.
11. Assure promotion of the organization and needs of its users through hosting of events, including maintenance of the organization's website and Facebook.
12. In coordination with the Corporate Secretary, be responsible for the recruitment, screening and recommendation for employment of the Center's personnel, both paid staff, designated employees and volunteers.
13. Prepare and develop job descriptions for the Center's staff; Handle their orientation, training, and evaluations of performance; that improvement plans are developed as needed; and that sound human resource practices are in place and followed.

16.8. TECHNICAL DIRECTOR: DUTIES AND RESPONSIBILITIES

1. The Technical Director, or AV Director, is responsible for supervising the audiovisual and technological functions of the Center.
2. Their duties include analyzing the operations budget to be used for the technology within the Center, coordinating equipment purchase and identifying the tech needs of the Center.
3. Handles over-all supervision and management of the sound, lighting and visual production process of the Center.
4. Provide technical support for productions, programs, presentations, shows and events conducted in the Center.

5. Coordinate and work with the Executive Director to oversee the completion of technical projects and ensure that all technical needs are attended to.
6. Providing accurate equipment costs estimates.
7. Work directly with the design team of Events Sponsor to come up with mockups and technical plans of scene

16.9. ARTISTIC DIRECTOR: DUTIES AND RESPONSIBILITIES:

1. Provides technical advice to and assists the Executive Director in evolving/planning programs, projects and activities regarding the artistic and cultural pursuits of the Center.
2. Implements policies and orders as approved by the Board of Trustees that are necessary to carry out the Center’s thrusts and objectives.
3. Assumes full responsibility of the Center’s cultural content development, production and exhibition, arts education, and cultural exchange.
4. Acts as Chairman of the Center’s Artistic Programs Committee (APC) and monitors and evaluates all artistic programs of the Center and oversees the implementation thereof.
5. Prepares and submits the Center’s artistic plans and programs to the Board of Trustees through the Executive Director for budget request and approval of the Board.
6. Collaborates with concerned sectors, local and foreign institutions for purposes of productive partnership, support and involvement that will contribute to the enhancement, development and the achievement of the Center’s goals and objectives.
7. Fosters harmonious working relationship and establishes network with various cultural organizations or institutions and or inter-agency linkages both locally and internationally.
8. Represents the Center in cultural festivals, conferences, meetings, and events when designated/delegated by the Executive Director.

17. MISCELLANEOUS PROVISION

17.1. STAFFING.

The Executive Director will provide the manpower needs of the Event Sponsor for the performance & event.

The manpower requirements and cost estimate thereof will be specified upon request and will provided to the Center user prior to the event.

17.2. SAFETY

The Executive Director and/or his designated alternate reserve the sole right to make decisions in order to ensure the events and patron safety. These decisions include house opening time, police coverage, seating issues, etc. These decisions are based on discussions with sponsoring organizations & when applicable with police and the local government.

17.3. ACCESS RIGHTS TO THEATRE STAFF

The Center’s authorized personnel/ employees and agents shall have free access at all time to all spaces permitted to be occupied by the Center Event Sponsor/user pursuant to the agreement governing the use of the Center.

17.4. CONTROL OF PERSONNEL

The Executive Director and/or his authorized personnel reserves the right at all times to control and remove from the premises or eject any objectionable person or persons from the Center & premises.

In the event of the exercise of such authority, the Event Sponsor/Center User hereby waives any & all claims for damages against Sorsogon Cultural Center for the Arts (SCCA) and its employees and agents on account thereof.

17.5. MANAGEMENT FUNCTIONS

Management functions are the responsibility of the Center through the Executive Director.

These functions include but not limited to the following:

- a. All facets of ticketing & ticket policies including scaling, acquisition, distribution and sale.
- b. All matters of staffing, building security and technical arrangements.

17.6. PARKING, CROWD CONTROL, TRAFFIC MANAGEMENT AND BUILDING SECURITIES

Matter of parking, crowd control, traffic management & building security are the responsibility of the Center through the Executive Director and designated staff and peace keeping units.

17.7. CONTRACT/AGREEMENT FOR USE OF THE CENTER.

The Corporate Secretary shall take charge of the preparation of the requisite Contract/Agreement governing the use of the facilities of the of the Center and its facilities.

SECTION 18. PENALTY CLAUSE.

Penalties for any violations of pertinent provisions of this ordinance shall be as follows;

- 1st Offense- Fine of One Thousand (P 1,000.00) Pesos;
- 2nd Offense- Fine of Three Thousand (P 2,000.00) Pesos;
- 3rd Offense- Fine of Five Thousand (P 5,000.00) Pesos

SECTION 19. TRUST FUND. - Rental payments for the use of the Center and any of its facilities shall be paid at the City Treasurer's Office and shall be booked-up as TRUST FUND for the operational and maintenance cost for the Center.

SECTION 20. INITIAL ALLOCATION. -An initial allocation of **TEN MILLION PESOS (P10,000,000.00)** to constitute as seed money to cover the cost of operationalizing the SCCA is hereby provided and authorized for appropriations under the Office of the City Mayor which will be effective Budget Year 2023 to be incorporated into the subsequent Annual Investment Plan (AIP) and Annual Budget, and to be expended subject to the usual accounting, budgeting and auditing rules and regulations.

SECTION 21. LOGO. – The SCCA shall have an official logo which shall be used in all its OFFICIAL dealings and promotion which is hereunder depicted:



SECTION 22. SEPARABILITY CLAUSE. – If any part or provision of this ordinance shall be held unconstitutional or invalid, other parts or provision hereof which are not affected thereby shall continue to be in full force and in effect. This ordinance does not supersede nor repeal any existing ordinance on local bodies/councils prescribed by law.

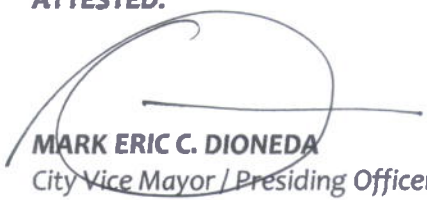
SECTION 23. EFFECTIVITY CLAUSE. - This ordinance shall take effect after compliance of Section 511 of the Local Government Code of 1991.

DATE APPROVED : **December 01, 2022**

I HEREBY CERTIFY to the correctness of the foregoing resolution and ordinance.


NEREO RONIE N. SIROY
Assistant Secretary to the Sangguniang Panlungsod

ATTESTED:


MARK ERIC C. DIONEDA
City Vice Mayor / Presiding Officer

APPROVED:


MA. ESTER E. HAMOR
City Mayor