



Republic of the Philippines
Province of Oriental Mindoro
MUNICIPALITY OF BULALACAO

OFFICE OF THE SANGGUNIANG BAYAN

Municipal Building, Poblacion, Bulalacao, 5214, Oriental Mindoro

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE
10TH SANGGUNIANG BAYAN OF BULALACAO, ORIENTAL MINDORO HELD
ON NOVEMBER 11, 2019 AT THE SANGGUNIANG BAYAN SESSION HALL

PRESENT:

Hon. Kieven E. Cantos	Temporary Presiding Officer
Hon. Dexter R. Gonzales	Sangguniang Bayan Member
Hon. Dennes M. Faner	Sangguniang Bayan Member
Hon. Edezer F. Acheron	Sangguniang Bayan Member
Hon. German S. Acosta	Sangguniang Bayan Member
Hon. Elpidio N. Contreras, Jr.	Sangguniang Bayan Member
Hon. Edwin C. Acheron	Sangguniang Bayan Member
Hon. Kim Jonh Elco E. Cantos	SK Federation President

ABSENT:

Hon. Ramon G. Magbanua	Municipal Vice Mayor – O.B.
Hon. Jess V. Sapungan	Sangguniang Bayan Member - Leave
Hon. Enrico C. Villas	Pangulo, Liga ng mga Brgy.– O.B.
Hon. Tulay M. Caring	IPM Representative - Leave

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RESOLUTION NO. 19-11-221

AUTHORIZING THE MUNICIPAL MAYOR TO REPRESENT THE LOCAL GOVERNMENT UNIT OF BULALACAO, ORIENTAL MINDORO TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE GOVERNMENT SERVICE INSURANCE SYSTEM (GSIS), BATANGAS CITY FOR THE GRANT OF GSIS FINANCIAL ASSISTANCE LOAN (GFAL) II PROGRAM TO OFFICIALS AND EMPLOYEES OF LOCAL GOVERNMENT UNIT OF BULALACAO SUBJECT TO THE TERMS AND CONDITIONS AGREED UPON BY BOTH PARTIES

RESOLVED AS IT IS HEREBY RESOLVED To: Authorize Mayor Ernilo C. Villas to represent the Local Government Unit of Bulalacao, Oriental Mindoro to enter into a Memorandum of Agreement with the Government Service Insurance System (GSIS), Batangas City for the grant of GSIS Financial Assistance Loan (GFAL) II Program to officials and employees of Local Government Unit of Bulalacao subjects to the terms and conditions agreed upon by both parties;

RESOLVED FURTHER, That: Any change or alteration in the draft Memorandum of Agreement originally presented shall have no effect and therefore null and void;

RESOLVED FINALLY, That: Any legal encumbrance that may arise in the execution and actual application of this Memorandum of Agreement shall be the sole responsibility of the heads of implementing Offices or Units;

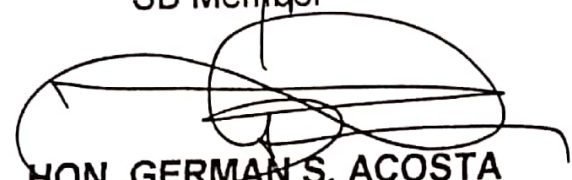
ON MOTION of SB Member Edezer F. Acheron duly seconded by all members present, foregoing was...

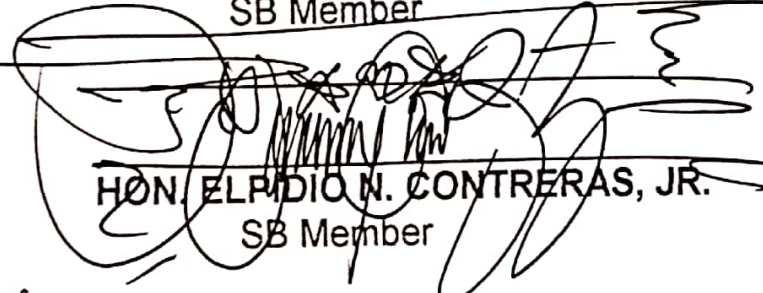
APPROVED": November 11, 2019. Bulalacao, Oriental Mindoro.


HON. DEXTER R. GONZALES
SB Member


HON. DENNES M. FANER
SB Member


HON. EDEZER F. ACERON
SB Member

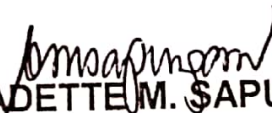

HON. GERMAN S. ACOSTA
SB Member


HON. ELPIDIO N. CONTRERAS, JR.
SB Member

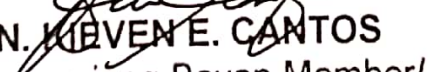

HON. EDWIN C. ACERON
SB Member


HON. KIM JOHN ELCO E. CANTOS
SK Federation President

CERTIFIED TRUE AND CORRECT:


BERNADETTE M. SAPUNGAN
Temporary Secretary to the Sanggunian

ATTESTED:


HON. HEVEN E. CANTOS
Sangguniang Bayan Member/
Temporary Presiding Officer

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made and executed on this ____ day of _____ 2019, _____, Philippines, by and between:

The **GOVERNMENT SERVICE INSURANCE SYSTEM**, a social insurance institution created under Commonwealth Act No. 186, as amended and operating under its present Charter, Republic Act (R.A.) No. 8291, otherwise known as the "GSIS Act of 1997", with principal office address located at the GSIS Headquarters Building, Financial Center Area, Pasay City, represented herein by **[NAME OF SIGNATORY]**, **[Designation of Signatory]**, duly authorized for this purpose, hereinafter, the "**GSIS**";

- and -

The **[NAME OF AGENCY]**, an agency of the Philippine Government, with principal office address at **[Address]** represented herein by **[NAME OF SIGNATORY]**, **[Designation of Signatory]**, duly authorized for the purpose under **[Documentary Source of Authority]** dated **[Date Issued]** (**Annex "A"**), hereinafter, the "**Agency**".

RECITALS

WHEREAS:

1. Government employees have availed of various types of loans from lending institutions that resulted in over-borrowing, affecting their ability to make monthly loan payments and increasing the risk of default.
2. Every year, the General Appropriations Act (GAA) has a standard provision on Authorized Deductions which enumerates the allowable deductions from the salaries and other benefits accruing government employees while consistently mandating that highest priority be given to contributions and obligations due the BIR, PHILHEALTH, **GSIS** and HDMF.¹
3. The **GSIS** is legally mandated to collect monetary obligations in its favor and under Section 39 of R.A. No. 8291, the **GSIS** is authorized to deduct, from the benefits of separating or retiring members, the said members' monetary liabilities to the **GSIS**.
4. There is an urgent need to address the over-borrowing of government employees from private lenders and to promote the welfare of government employees considering the risk that if left unaddressed, nothing might be left of the concerned personnel's retirement or separation benefits as said benefits might be treated as payment to their outstanding loan obligations to the **GSIS**.
5. The net take home pay of the Borrower must adhere to the provision on the Minimum Net Take Home Pay set forth in the GAA.

¹ See Section 47, GAA 2017; Section 52, GAA 2016; Section 48, GAA 2015; Section 46, GAA 2014; and so on.

ARTICLE III - COMMITMENTS OF GSIS

- 3.1 The **GSIS** shall implement **GFAL II** in accordance with the terms and conditions set forth under Policy and Procedural Guidelines No. 338-19 on **GFAL II** issued by the **GSIS** on June 6, 2019 (**Annex "D"**).
- 3.2 The **GSIS** shall make **GFAL II** available to the employees of the **Agency** from the **date of the signing of the MOA up to July 26, 2020**. The said Offer Period may be extended at the sole discretion of the **GSIS**.
- 3.3 The **GSIS** reserves the right to evaluate and deny **GFAL II** applications, if warranted.
- 3.4 The **GSIS**, upon receipt of a request for clearance and/or Statement of Account, shall issue the appropriate clearance and/or Statement of Account to the duly authorized representative of the **Agency**.

ARTICLE IV - GENERAL PROVISIONS

- 4.1 The parties warrant that they shall perform their respective undertakings and commitments for the full and satisfactory performance of this MOA.
- 4.2 It is understood that the failure of either party to demand strict compliance with any term or condition of this MOA shall not be construed as a waiver and/or estoppel on the part of the said party for the enforcement of any of its rights or to subsequently demand compliance therewith during the subsistence of this MOA.
- 4.3 In case of breach of any provision of this MOA, this MOA may be terminated by the non-defaulting party by written notice to the defaulting party. If the breach is remediable and the non-defaulting party opts to demand rectification of the breach, this MOA may be terminated by the non-defaulting party if the defaulting party fails to remedy the breach within sixty (60) days from receipt of the notice of breach.
- 4.4 In case this MOA is terminated, such termination shall not affect any outstanding loans granted under this MOA, which loans shall continue to be valid and prioritized in the deductions from the salaries of the Borrowers until full payment thereof.
- 4.5 All notices, statements and requests hereunder shall be in writing and shall be personally delivered or transmitted by registered mail to the other party at its address set forth above, unless a party has informed the other in writing of its change of address, in which case said notice shall be sent to the new address.
- 4.6 No modification of or amendment to the terms and conditions of this MOA shall be valid unless set out in writing and signed by the authorized representatives of each party.
- 4.7 In the event that any term, condition, or any part of the provisions contained in this MOA is determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) s.s.

BEFORE ME, a Notary Public for and in the City of _____ on this _____ of _____, 2019 personally appeared:

Name

ID No./Passport No.

*Date and
Place Issued*

[NAME OF GSIS SIGNATORY]

In his capacity as [Position] of the GSIS

[NAME OF AGENCY'S SIGNATORY]

In his/her capacity as [Position] of the [AGENCY]

known to me and to me known to be the same **[NAME OF GSIS SIGNATORY]** in representation of the **GSIS** as a juridical person, and **[NAME OF AGENCY'S SIGNATORY]** in representation of **[AGENCY]** as a government agency, who executed the foregoing **Memorandum of Agreement** consisting of five (5) pages including the page on which this Acknowledgment is written, signed by the parties and their witnesses on each and every page thereof, and acknowledged to me that the same is their free and voluntary act and deed, and of the entities they represent.

WITNESS my hand and notarial seal at the place and on the date stated above.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2019.