



Republic of the Philippines
 Region IX
 Province of Zamboanga del Sur
MUNICIPALITY OF DUMALINAO



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 34th REGULAR SESSION OF THE 12th SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON MAY 15, 2023.

Present:

- | | |
|----------------------------|------------------------|
| HON. LORENZO S. ALCANTARA | - Municipal Vice Mayor |
| HON. RONALDO D. ENCABO | - SB Member |
| HON. ARNOLD L. FLORES | - SB Member |
| HON. FREDERICK R. BALANDRA | - SB Member |
| HON. HERMES B. CABALES | - SB Member |
| HON. MA. GEMMA C. ALBISO | - SB Member |
| HON. RHOLLY A. LABANG | - SB Member |
| HON. ROMEO G. LIGAN | - SB Member |
| HON. JELITO R. PEÑONAL | - SB Member |
| HON. JEZIEL R. DAGUPAN | - SKF President |
| HON. ROMEO D. PARILA | - IPMR |

Rev. by: [Signature] 07/27/23 9:15 am

Absent:

- | | |
|---------------------------|-----------------------|
| HON. JESSIE NIEL C. PAULO | - ABC President – O.B |
|---------------------------|-----------------------|

RESOLUTION NO. 0189-2023

AUTHORIZING THE LOCAL CHIEF EXECUTIVE HONORABLE MAYOR JUNAFLO R. CERILLES, RMT, MAGD, TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF DUMALINAO WITH MSU-IIT COOPERATIVE, REPRESENTED BY ITS CHIEF EXECUTIVE OFFICER, MR. ALBERT B. TEAÑA, JD, FOR THE ESTABLISHMENT OF FINANCIAL PARTNERSHIP AND BUILD-UP SAVINGS PROGRAM OF THE LOCAL GOVERNMENT EMPLOYEES IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the proposed of the MSU-IIT Cooperative for the establishment of financial partnership and build-up savings program of the local government employees in the locality;

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, MSU-IIT Cooperative is offering a very accessible service facilities to gradually accumulate and build-up savings for all other worthwhile economic endeavors and at the same time, a salary loan open to LGU-Dumalinao employees/officials who are qualified hereof;

WHEREAS, in order to realize the same, there is a necessity to grant authority to Local Chief Executive for her to enter into an official acts;

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. HERMES B. CABALES**, the body resolved, as it hereby resolves to authorize the Local Chief Executive, Honorable Mayor Junaflor S. Cerilles, RMT, MAGD, to enter into and sign a Memorandum of Agreement on behalf of the Local Government Unit of Dumalinao with MSU-IIT Cooperative, represented by its Chief Executive Officer, Mr. Albert B. Teaña, JD, for the establishment of financial partnership and build-up savings program of the local government employees in the Municipality of Dumalinao, Zamboanga del Sur.


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

DONE this 15TH 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





Memorandum of Agreement

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is entered into by and between:

MSU-IIT NATIONAL MULTI-PURPOSE COOPERATIVE a cooperative duly organized and existing under R A 9520 with its main business address at 2nd Floor, MSU-IIT NMPC Bldg., Gregorio T. Lluch Sr. Ave., Pala-o, Iligan City, represented by **ALBERT B. TEAÑO, JD**, Chief Executive Officer hereinafter referred to as **FIRST PARTY**.

-and-

LGU DUMALINAO, ZAMBOANGA DEL SUR represented by **MUNICIPAL MAYOR JUNAFLO SARMIENTO CERRILES** of legal age, married, Filipino with its business address at **DUMALINAO, ZAMBOANGA DEL SUR** hereinafter referred to as **SECOND PARTY**.

WHEREAS, MSU-IIT NMPC pursuant of its vision, mission, and core values, desires to grow in all areas in order to serve more clients and provide the best financial services to its members.

WHEREAS, MSU-IIT NMPC feels the need to share its successful tried and proven technology in cooperative operations for the enhancement of its movement.

WHEREAS, MSU-IIT NMPC envisioned itself as an institution which empowers and nurtures people to become daring agents for social transformation including but not limited to the cooperative movement by establishing a partnership with other entities.

WHEREAS, MSU-IIT NMPC through its networks of branches can provide very accessible service facilities for the **LGU DUMALINAO** to gradually accumulate and build-up savings for all other worthwhile economic endeavors through partnership with the **MSU-IIT NMPC PAGADIAN Branch**.

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenant herein, the parties hereby agree as follows:

I. ROLES AND RESPONSIBILITIES OF THE PARTIES

- That **FIRST PARTY** and **SECOND PARTY** hereby enter into this agreement for the purpose of providing products and service facilities that would enable to address the needs of its constituents in terms of not only savings and credit facilities but also other benefits as well as assuring them of the prompt, reliable, and efficient services.
- That under this Agreement, **FIRST PARTY** shall serve **SECOND PARTY** through our **MSU-IIT NMPC PAGADIAN Branch**.
- That **FIRST PARTY** shall provide confide members of the **SECOND PARTY** with their capital shares passbook, savings passbook, and other needed documents for use in their transaction with the **FIRST PARTY**.
- That **FIRST PARTY** shall provide existing products and services to **SECOND PARTY** constituents to patronize these products and services.
- That **SECOND PARTY** shall make provisions in its payment system facility to deduct salaries as the mode for payment of loans and other services for those employed.
- That **SECOND PARTY** shall give authority to **MR. GUALBERTO U. GEMINA, Municipal Treasurer** deposit monthly paycheck directly to **FIRST PARTY** or to deduct automatically



from the Payroll/ Salaries as payment for their loans. Any amount in excess after deducting the said loan and monthly compulsory contribution shall be given back to the concerned constituent.

- That in the event that an employee is separated from the institution, SECOND PARTY shall deduct all outstanding loan obligations from his/her separation or retirement benefits and remit the same to the FIRST PARTY.

II. EFFECTIVITY AND DURATION OF THE AGREEMENT

- This AGREEMENT shall immediately become effective upon signing of both parties.
- This AGREEMENT shall be implemented continuously in the period fixed by both PARTIES in writing and shall remain in full force and effect unless otherwise terminated for cause or dissolve in accordance with law.

III. CONDITION FOR AMENDMENT OR TERMINATION OF AGREEMENT

- From time-to-time PARTIES hereto agree to amend and/or supplement this AGREEMENT through written memoranda. This shall take effect only on the date signed by both parties.
- Any party who wishes to terminate this AGREEMENT shall inform in writing the other party emphasizing its date of effectivity to end this agreement. Termination shall take effect not earlier than 90 Days upon receipt of the notice of termination of this agreement.
- That invalidity of any provision of this AGREEMENT shall not affect the validity of the whole AGREEMENT. Void or Invalid provisions interfering or preventing the implementation of any of the provisions included in this agreement shall be deemed cancelled.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this instrument signed on the _____ day of _____ at _____, Philippines.

SECOND PARTY

FIRST PARTY

JUNAFLO R SARMIENTO CERRILES
MUNICIPAL MAYOR
DUMALINAO, ZAMBOANGA DEL SUR
CTC No _____
Issued on _____
Issued at _____

ALBERT B. TEAÑO, JD
CHIEF EXECUTIVE OFFICER
MSU-IIT NMPC
CTC No. 08721078
Issued on January 6, 2023
Issued at Iligan City

CONFORME:

LORENZO S. ALCANTARA
MUNICIPAL VICE MAYOR
DUMALINAO, ZAMBOANGA DEL SUR
CTC No. _____
Issued on _____
Issued at _____

GUALBERTO U. GEMINA
MUNICIPAL TREASURER
DUMALINAO, ZAMBOANGA DEL SUR
CTC No. _____
Issued on _____
Issued at _____

Signed in the presence of:



JENELIE C. DUGSO

EDMAR M. TOMAMPOC

Republic of the Philippines)
_____) S.S.

A C K N O W L E D G E M E N T

BEFORE ME, this _____ in the City of Pagadian, personally appeared the parties with their respective Community Tax Certificates, known to me and to be the same persons who executed the forgoing instrument. This document consists of Three (3) pages including where this acknowledgement is written, and signed by the parties and their instrumental witnesses on each and every page thereof after the contents hereof been interpreted and translated into their own vernacular and signified that they understood the same and the same is the free and voluntary act and deed.

WITNESS MY HAND AND SEAL this _____ day of _____ 2023.

Doc No. _____
Page No. _____
Book No. _____
Series of 2023

