



OFFICE OF THE SANGGUNIANG BAYAN

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN OF SIAYAN,
ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE 7TH DAY OF AUGUST
2023.**

PRESENT:

Hon. Raul P. Dominise, Presiding Officer Pro-Tempore	Sangguniang Bayan Member
Hon. Daisy A. Limbang, Majority Floor Leader	-do-
Hon. Wilfredo A. Siasico, Asst. Majority Floor Leader	-do-
Hon. Roel J. Fabiran,	-do-
Hon. Rey L. Anugon	-do-
Hon. Wencito B. Intoy,	-do-
Hon. Billynel C. Catig,	-do-
Hon. Estrella S. Zapatos, Minority Floor Leader	-do-
Hon. Maribel C. Okay, LIGA President	-do-
Hon. Phil A. Saraga, SK Fed. President	-do-
Hon. Johnny C. Anugon, Sr. IPMR	-do-

ABSENT:

Hon. Josecor S. Gepolongca, Presiding Officer	Municipal Vice Mayor
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**"RESOLUTION NO. 202
Series of 2023**

RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE, REPRESENTED BY THE HON. MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE PEOPLE'S HAWAK KAMAY BANK, INC, WITH OFFICE ADDRESS AT JOSE DALMAN, ZAMBOANGA DEL NORTE, REPRESENTED BY ARIEL S. MAINIT, MBA, BANK MANAGER, FOR SALARY LOAN ACCESS.

WHEREFORE, premised of the foregoing consideration, and on motion of Hon. Daisy A. Limbang, duly seconded by Hon. Estrella S. Zapatos and Hon. Billynel C. Catig, it was

RESOLVED, as this body hereby resolved by **AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE, REPRESENTED BY THE HON. MUNICIPAL MAYOR ALBERTO J. BONGCAWEL TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE PEOPLE'S HAWAK KAMAY BANK, INC, WITH OFFICE ADDRESS AT JOSE DALMAN, ZAMBOANGA DEL NORTE, REPRESENTED BY ARIEL S. MAINIT, MBA, BANK MANAGER, FOR SALARY LOAN ACCESS.**

RESOLVED FINALLY, to furnish copies of this resolution to all offices concerned for information and appropriate action.

Carried unanimously"

I HEREBY CERTIFY to the correctness of the foregoing Resolution.

**CERTIFIED CORRECT
AS TO ITS PASSAGE:**


RAUL P. DOMINISE
Sangguniang Bayan Member
(Presiding Officer Pro-Tempore)


WILFREDO Q. DOMPALES
Sangguniang Bayan Secretary

**MEMORANDUM OF AGREEMENT
(LGU, NATIONAL GOVERNMENT AND PRIVATE COMPANIES)**

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement executed by and between:

PEOPLES HAWAK KAMAY BANK, INC.- A RURAL BANK, A duly registered corporation created in accordance with Philippine laws, with principal office at Rancho Sn Roque, National Highway, Poblacion, Jose Dalman, Zamboanga del Norte represented herein by its President, **MR. JIE ARCHIE D. RELUYA**, hereinafter referred to as "**Lender**",

-and-

LGU SIAYAN, ZN, a local government agency duly organized under the laws of the Philippines with principal office at the Municipal Hall Building of Siayan, Zamboanga Del Norte, represented herein by its Municipal Mayor, Alberto J. Bongcawel, hereinafter referred to as "**LGU SIAYAN, ZN**".

-WITNESSETH-

Whereas, it is the intention of the **PEOPLES HAWAK KAMAY BANK, INC.- A RURAL BANK**, to help alleviate the financial difficulties of Regular Salaried Employees and Officers of all Government, Private and Commercial Institutions in all areas covered by Peoples Hawak Kamay Bank, Inc. by granting salary loans.

Whereas, under par. H, Sec 12 of Republic act 7353, Peoples Hawak Kamay Bank, Inc. may extend financial assistance to private and public employees in accordance with the provisions of Section 5 of Republic Act No. 3779, as amended. Sec. 5 Republic Act No. 3779, as amended by Batas Pambansa Blg. 62;

Whereas, in order for this program to be effective, the rate of interest shall be at a reasonable rate and shall be payable on a monthly installment basis.

NOW THEREFORE, the parties hereto agree that;

1. The **PEOPLES HAWAK KAMAY BANK, INC.**, may grant loans to all regular/permanent employees of the **Local Government Unit of Siayan, ZN** under the following terms and conditions.
 - a. To qualify for the program, borrowers and co-makers must be regular/permanent employees and elected officials of the **Local Government Unit of Siayan, ZN** and must have been in the service for at least two (2) years. They must have no pending administrative case filed against them and must have at least thirty (30) days of unexpended vacation and/or sick leave credits. They must have no pending application for retirement or must not be due for retirement within the term of the loan and must be up-to-date in the payment of their existing loans, if any, to **PEOPLES HAWAK KAMAY BANK, INC.** The borrower must have monthly net take-home-pay of not less than P5,000.00 after considering deductions for all loan amortizations and other legitimate deductions, including the computed loan payment for the loan being applied for, while the co-maker must have a monthly net take-home pay of not less that P5,000.00 and must not have previously acted as such under this program, unless previous loan in which he/she as co-maker has already been fully paid.
 - b. The amount of loan shall be based on the employees' monthly salary with **PEOPLES HAWAK KAMAY BANK, INC.**, table of equivalent.
 - c. For the Term of Loan, Interest Rate, Other Charges related to the loan and Monthly Collection Incentive for the **Local Government Unit of Siayan, ZN**, shall refer to the **NECESSARY ATTACHMENTS**.

- d. Interest rates and terms shall be subject to change depending on the prevailing policies and rates that may be recommended by the **BANGKO SENTRAL NG PILIPINAS**.
- e. The interest rate to be charged on the loans shall be the prevailing **PEOPLES HAWAK KAMAY BANK, INC.** lending rate at the time of availment subject to annual repricing. For this purpose, **PEOPLES HAWAK KAMAY BANK, INC.** shall inform the **Local Government Unit of Siayan, ZN**, of the said lending rate at the beginning of every calendar quarter.
- f. In order to secure the borrower's outstanding salary loan, the borrower and co-maker shall assign in favor of **PEOPLES HAWAK KAMAY BANK, INC.**, all their salaries, bonuses, allowances, gratuity/separation pay, retirement benefits, monetary value of accumulated leave credits and any other form of monetary or pecuniary benefits from their employer.
- g. Two (2) co-makers shall be required to sign with the borrowers, Such co-makers should also be permanent employees of **Local Government Unit of Siayan, ZN**.
- h. The Administrative Section of **Municipality of Siayan, ZN** shall issue a certification/authentication that payslips/payroll submitted by the borrower and co-makers are correct/authentic. Likewise the said Section shall issue a certification to the effect that the borrower and the co-makers have no pending application for retirement; and the borrower and co-makers:
1. Are permanent employees and have been in the service for at least two (2) years; and
 2. Are not respondents/parties to any pending administrative case.
- i. Collections of the monthly amortization of the salary loan shall be made through automatic payroll deduction from the salary of the borrower, thru the disbursing officer.
1. The **Municipality of Siayan, ZN** through its Municipal Accountant shall undertake to deduct every payday the appropriate amortization for the salary of the borrower or co-makers and shall remit the collected amount to **PEOPLES HAWAK KAMAY BANK, INC.** by remitting in local check the collected amount from the employee borrowers. This check shall be delivered to **PEOPLES HAWAK KAMAY BANK, INC.** within seven (7) calendar days after payroll date.
 2. In case of transfer of assignment where the borrower no longer receives his/her salary from his/her former workstation, the account of the borrower shall be paid in full prior to the transfer to his/her designated destination.
 3. In case the borrower is terminated or separated from the service, the borrower's outstanding loan shall become due and demandable. In this regard, the **Municipality of Siayan, ZN** shall notify **PEOPLES HAWAK KAMAY BANK, INC.** in writing of the termination or separation from the service of the borrower and **PEOPLES HAWAK KAMAY BANK, INC.** shall issue a certification stating whether or not the borrower has fully paid his/her salary loan/monetary obligations to the Bank. In case the borrower's loan account is not yet fully paid, **PEOPLES HAWAK KAMAY BANK, INC.** shall notify the **Municipality of Siayan, ZN** on the amount to be withheld from all the monies and/or pecuniary benefits accruing to the borrower, which should be eventually remitted to **PEOPLES HAWAK KAMAY BANK, INC.** If not, no clearance shall be issued by the **Municipality of Siayan, ZN**.

terms and conditions of **PEOPLES HAWAK KAMAY BANK, INC.** regarding the lending to private individuals shall be observed. Provisions of this Agreement shall be subject to applicable laws of the Philippines, rules and regulations of the Bangko Sentral ng Pilipinas and the Banker's Association of the Philippines as well as those that may be promulgated hereafter.

- k. That for in consideration of servicing the foregoing Memorandum of Agreement, the **Municipality of Siayan, ZN** is hereby allowed to bill and collect a monthly collection incentive specified at the NECESSARY ATTACHMENTS;

2. This agreement, made and entered into by the **PEOPLES HAWAK KAMAY BANK, INC.**, and the **Municipality of Siayan, ZN** shall take effect upon the signing hereof by the parties and shall continue in force until terminated.

3. NECESSARY ATTACHMENTS

3.1 This MOA shall include as integral parts thereof, the following attachments:

3.1.1 **Annex A-** Interest Rate, BLC and other charges added to the loan

3.1.2 **Annexes B-** Monthly Collection Incentive for the Municipality of Siayan, ZN

IN WITNESS WHEREOF, the parties hereto have affixed this signature this 10 day of AUG 2023 2022, at Sindangan, Zamboanga del Norte, Philippines.

Municipality of Siayan, ZN
Siayan, Zamboanga del Norte

PEOPLES HAWAK KAMAY BANK, INC.
Jose Dalman, Zamboanga del Norte

By:




HON. ALBERTO J. BONGCAWEL
Municipal Mayor
Siayan, ZN


By:



JIE ARCHIE D. RELUYA, CPA
President



JOVISA O. WARING, CPA
Municipal Accountant
Municipality of Siayan, ZN
Siayan, ZN



RENORIO A. ADAZA
Municipal Treasurer
Municipality of Siayan, ZN
Siayan, ZN

Signed in the presence of:

JOERAN N. GONADO
WITNESS

AMEL S. MAINIT
WITNESS

ACKNOWLEDGEMENT

Republic of the Philippines)
Sindangan, Zamboanga del Norte

X-----X

BEFORE ME on the date and place above written personally appeared:

	Res. Cert. No.	Date Issued	Place Issued
1. <u>JIE ARCHIE D. RELUYA</u>	<u>TIN: 400-739-187</u>		
2. <u>ALBERTO J. BONGCAWEL</u>	<u>PIC: 6200-8304-9167-0502</u>		
3. _____	_____	_____	_____
4. _____	_____	_____	_____

both known to me to be the same persons who executed the foregoing instrument and who acknowledge same as their free act and deed.

This Memorandum of Agreement consisting of five (5) pages including this page on which this acknowledgement is written, has been signed on each and every page thereof, by the parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL.

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Series of 2023

ATTY. VERA L. NATAA, CPA
Notary Public
For Sindangan, Siayan, Leon Postigo and Jose Dalman
At of the Province of Zamboanga del Norte
Commission expires on December 31, 2023
PTA No. 2633247 - Jan. 10, 2023
IBP OR No. 261566 - Jan. 3, 2023
Roll of Attorney's No. 69949 - May 31, 2022
MCLE Compliance: (Newly Admitted) as per Governing Board
Order 1-2008, Initial Compliance will end on April 14, 2025
TIN: 435-401-721/PRC: 0162341

PEOPLES HAWAK KAMAY BANK, INC.

Jose Dalman, ZN

Annex A

INTEREST RATE, BLC & OTHER CHARGES OF THE LOAN

Particular	Rate	Type
Interest Rate	12% per annum	Diminishing
Bank Lending Commission	4% per loan availment	To be deducted in advance
Loan Redemption Plan (LRP)	1.5% per annum	To be deducted in advance

Other Charges like Notarial fees, Gross Receipt Tax and Doc. Stamp Tax may apply base on the concern agency/ies rates and computation.

Sample Scenario:

Applied Loan Amount =P= 100,000.00
Requested Loan Term 12 months

Particulars	Peoples Hawak Kamay Bank, Inc.
Interest Amount	6,728.56
Bank Lending Commission	4,000.00
Loan Redemption Plan (LRP)	1,500.00
Other Charges (GRT, DST, Notarial)	1,586.43
Total Cost of the Loan	7,086.43
Net Proceeds of the Loan	92,913.57

Annex B

Particulars	Peoples Hawak Kamay Bank, Inc.
Monthly Collection Incentive Rate	1.00% of the remitted principal collection for the month

Sample Scenario:

Total Principal Collection for the Month =P=400,000.00

Computation -P=400,000.00 x 1.00%

=P=4,000.00- to be remitted to the **Municipality of Siayan, ZN** every month, provided however, that the collection efficiency of this office shall be 100% per month, If not, NO collection incentive shall be given for month/s below 100% collection performance.

Annex C

Loan Term	6-36 months	Optional
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