



Republic of the Philippines
Province of Guimaras

OFFICE OF THE 8TH SANGGUNIANG PANLALAWIGAN

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF THE HONORABLE 8TH SANGGUNIANG PANLALAWIGAN, PROVINCE OF GUIMARAS HELD AT THE SP SESSION HALL, PROVINCIAL CAPITOL ON MARCH 21, 2017.

PRESENT:

Hon. Cyril C. Beltran	-	SP Member/Acting Vice Governor/Presiding Officer
Hon David G. Gano	-	SP Member/Deputy Majority Floor Leader
Hon. Cresente P. Chavez, Jr.	-	SP Member
Hon. Diosdado G. Gonzaga	-	SP Member
Hon. Josefina G. de la Cruz	-	SP Member
Hon. Rex G. Fernandez	-	SP Member
Hon. Aurelio G. Tionado	-	SP Member
Hon. Dan Elby C. Habaña	-	SP Member
Hon. Ma. Sheila G. Gange	-	Ex-Officio Member (PCL Fed. President)
Hon. Ramon N. Ortiz	-	Ex-Officio Member (ABC Fed. President)

RESOLUTION NO. 56

RESOLUTION AUTHORIZING GOVERNOR SAMUEL T. GUMARIN, MD, MPH OR ACTING GOVERNOR, ATTY. JOHN EDWARD G. GANDO TO SIGN FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF GUIMARAS, THE MEMORANDUM OF AGREEMENT WITH THE SOCIAL SECURITY SYSTEM FOR THE ESTABLISHMENT OF A SERVICE OFFICE

WHEREAS, the Honorable Governor, in his letter dated 03 March 2017, requested for an authority to sign for and in behalf of the Provincial Government of Guimaras, the Memorandum of Agreement with the Social Security System for the establishment of a Service Office in the capitol vicinity;

WHEREAS, the matter was referred to the Committee on Social Services that rendered a Committee Report which was adopted by the Honorable Body, recommending that an authority be given to the Honorable Governor to sign said Memorandum of Agreement;

NOW THEREFORE, on motion of Hon. Josefina de la Cruz, unanimously seconded;

THE 8TH SANGGUNIANG PANLALAWIGAN IN SESSION DULY ASSEMBLED:

RESOLVED, to authorize Gov. Samuel T. Gumarin, MD, MPH or Acting Governor, Atty. John Edward G. Gando to sign for and in behalf of the Provincial Government of Guimaras, the following:

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "AGREEMENT") is made and entered into, by and between:

PROVINCIAL GOVERNMENT OF GUIMARAS, a political subdivision of the government under the Republic of the Philippines, with principal office address at the Guimaras Provincial Capitol, Jordan, Guimaras Province, represented in this instance by its Provincial Governor, **HON. SAMUEL T. GUMARIN**, hereinafter referred to as the **LGU-GUIMARAS**;

-and -

The SOCIAL SECURITY SYSTEM, a government-owned and controlled corporation duly created pursuant to the provisions of R.A. No. 1161, as amended, with principal office address at the SSS Building, East Avenue, Diliman, Quezon City, represented herein by its Senior Vice President and Head Visayas Group, HELEN C. SOLITO and its Officer-In-charge, Western Visayas 2 Division, RAUL P. CASIANO, hereinafter referred to as the SSS.

WITNESSETH

WHEREAS, the SSS is mandated to establish, develop and promote a sound and viable tax-exempt social security system suitable to the needs of the people throughout the Philippines which shall promote social justice and provide meaningful protection to members and their families against the hazards of disability, sickness, maternity, old age, death and other contingencies resulting in loss of income or financial burden;

WHEREAS, LGU-GUIMARAS offers to set aside a 30.00 Square Meters Floor Area Office Space at the Ground Floor of the Provincial Capitol of Guimaras Province, located at Jordan, Guimaras Province (the "Office Space") for the use of the SSS, free of charge, as part of its services to its patrons, clients, customers and the general public (The exact location of the Office Space is more particularly identified thru the Site Plan which is hereto attached and marked as Annex "A" for ready reference and is hereby made an integral part of this AGREEMENT);

WHEREAS, the SSS accepts and fully appreciate the generous offer of the LGU_GUIMARAS and would utilize the Office Space offered free of charge, as a Service Office for the benefit of its members, prospective members and the general public;

WHEREAS, in its Resolution No. _____ dated _____, the Sangguniang Panlalawigan of Guimaras Province authorized its Provincial Governor, the HON. SAMUEL T. GUMARIN, to sign, execute and deliver this AGREEMENT for and its behalf;

WHEREAS, on _____, the LESSEE's Approving Authority approved this AGREEMENT pursuant to the authority granted by the Social Security Commission under its Resolution No. 2016-032 dated 15 June 2016.

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree and stipulate as follows:

A. TERM AND EFFECTIVITY

- 1.1 Term. The Term of this AGREEMENT shall be for three (3) years, commencing on _____ and expiring on _____, subject to an extension or renewal upon written agreement of both parties.
- 1.2 Effectivity. This AGREEMENT shall be effective immediately upon its execution by both parties.
- 1.3 Pre-termination/cancellation – This AGREEMENT may be terminated by either party anytime, provided that written notice thereof shall be served to the other party at least thirty (30) calendar days prior to its intended date of termination.

B. RESPONSIBILITIES OF THE LGU-GUIMARAS

The LGU-GUIMARAS shall –

- 2.1 Provide the SSS, free of charge, the following:
 - 2.1.1 An Office Space at the Ground Floor of the Provincial Capitol of Guimaras Province with an area of Thirty Square Meters (30.00 Sq.M.). The location of the Office Space shall be determined by the LGU-GUIMARAS upon prior consultation with the SSS.
 - 2.1.2 Provision for telephone and internet lines.
 - 2.1.3 Electrical connections, wirings and outlets.
 - 2.1.4 Basic fit-out (minor renovation: repainting of walls and ceiling) in the Office Space.
- 2.2 Allow the establishment by the SSS of the Service Office at the Provincial Capitol of the Province of Guimaras based on the timetable approved by the SSS and mutually agreed by both parties.
- 2.3 Allow SSS personnel assigned at the Service office and with the proper identification cards, entry inside the Provincial Capitol prior to their official office hours even if the same is before office hours.
- 2.4 Provide the same security and protection that it provides to other employees in the Provincial Capitol to the SSS employees/agency-hired personnel assigned at the Service Office as well as to the SSS properties that are previously reported by the SSS to the LGU-GUIMARAS to be used therein. However, LGU-GUIMARAS shall not be made to indemnify SSS or SSS employees / agency hired personnel for any security breach related incidents/s or occurrence/s.
- 2.5 Waive electricity and water charges.

C. RESPONSIBILITIES OF THE SSS

The SSS shall –

- 3.1 Use the Office Space provided by LGU-GUIMARAS exclusively as a Service Office which shall provide, among others, the following services:
 - 3.1.1 Issuance of SS Number / Employer ID Number / Forms.
 - 3.1.2 Assistance on Web Registration and Resetting of Account.
 - 3.1.3 Receipt of –
 - a. Request for Correction of Name / Date of Birth.
 - b. Request for Change of Civil Status / Gender Code.
 - c. Report of Additional Dependents
 - d. Report of Employer Data Amendment / Change of Address.
 - e. Report of Newly-Hired / Additional Employees
 - f. Maternity Notification.
 - g. Application for Salary Loan.
 - 3.1.4 Inquiry / Verification of –
 - a. Contributions.
 - b. Loan Eligibility / Application Status / Payments.
 - c. Status of / Eligibility for – Maternity, Sickness, Retirement, Death and/or Funeral Claim/Benefit.
 - d. SSS ID / Application Status.

- 3.2 Make sure that the Service Office shall be ready for operations on the date agreed upon by the parties, and that it shall be manned by properly trained and qualified SSS employees/agency-hired personnel –

From: 8 am To: 5 pm
Monday to Friday

excluding legal holidays and special non-working days/official work suspensions declared by the Government and/or LGU-GUIMARAS, who can satisfactorily provide and perform the services enumerated under this AGREEMENT. The names and addresses of the employees/agency-hired personnel assigned at the Service Office shall be forwarded to the LGU-GUIMARAS. Within five (5) days from the opening of the Service Office. The Identification Card issued by the SSS to their employees/agency-hired personnel is hereby recognized as an appropriate Identification Card for their access to and from the Guimaras Provincial Capitol.

- 3.3 Announce in its official website, for the information and guidance of SSS Members, that a Service Office is now located at the Guimaras Provincial Capitol.
- 3.4 Keep and maintain, at its sole cost and expense, its furniture equipment and fixtures insured against fire, earthquake and extended coverage risks.
- 3.5 Require its employees/agency-hired personnel to wear the official government identification card of the SSS and further allow themselves to be subjected to the usual security procedures of the Guimaras Provincial Capitol.
- 3.6 Coordinate immediately with the LGU-GUIMARAS insofar as the provisions of the Office Space allocated is concerned.
- 3.7 The SSS shall also –
- 3.7.1 At its expense, provide air-conditioning units and maintain the Service Office in a clean and sanitary condition, free from noxious odors, disturbing noises, hazardous defects, inflammable materials or other nuisances.
- 3.7.2 Return the Office Space, upon the expiration of this AGREEMENT, in as good condition as that in which they were actually found at the beginning of this AGREEMENT, ordinary wear and tear excepted.
- 3.7.3 Refrain from driving nails, screws, hooks or other abutments on or into the walls, frames or other portions of the office space or in any manner deface or damage any part thereof. Any damage caused to the Office Space shall be for the account of SSS. The design and layout of the Service Office shall be approved by the LGU-GUIMARAS taking into consideration the need to maximize space and to harmonize its design with the Guimaras Provincial Capitol's overall theme.
- 3.7.4 Remove any display, decorative item, accessory, or thing which is inappropriate, improper or not connected with the services identified to be performed at the Service Office.
- 3.7.5 Be responsible for the maintenance and repair of the Office Space including plumbing and electrical fixtures within the Office Space or those serving the same.
- 3.7.6 Notify the LGU-GUIMARAS immediately for any discovered damage to the Office Space, their appurtenances as well as any occupation, usurpation or untoward act being committed, or threatened to be committed, within the Office Space.

- 3.7.7 Refrain from bringing or taking any machinery, office equipment, furniture or any other electronic device into the Office Space without prior written notice to the LGU-GUIMARAS. It is hereby understood that the office furniture and equipment may only be moved, brought in, pulled-out or transferred to and from the Office Space during non-office hours.
- 3.7.8 Maintain the Office Space in a clean condition by utilizing the duly required bags for the disposal of both its dry and wet garbage.
- 3.7.9 Remove, without causing damage thereto and at its sole expense all furniture or fixture that it placed or introduced in the office space, should this AGREEMENT be terminated, cancelled, rescinded or expires.
- 3.7.10 Pay the bills for the telephone, internet and other utilities used in the Service Office directly to its respective providers.

D. MISCELLANEOUS PROVISIONS


- 4.1 Non-Liability – The SSS understands and acknowledges that the services it will offer to the Members, prospective members and the general public shall be a transaction that is exclusively between SSS and the individuals or entities availing of its services. Thus, all attendant responsibilities and liabilities relating to the service shall be the sole burden and shall be for the sole account of SSS. The LGU-GUIMARAS or any of its officials and employees shall also not be responsible for any damage, injury, error or any complaint, in connection with the performance of SSS employees/hired-agency personnel at its Service Office inside the Guimaras Provincial Capitol.
- 4.2 Indemnification – the LGU-GUIMARAS shall likewise not be liable for any damage, loss or theft of SSS properties at the Service Office. The LGU-GUIMARAS shall, however, assist the SSS with its resources to identify the cause and/or authors of such incidents to obtain justice and just compensation.
- 4.3 No Employee-Employer Relation – It is likewise understood that the employees tapped by SSS to man its Service Office are not in any way connected with the LGU-GUIMARAS, hence, any issue insofar as their salary, compensation, benefits and any other matter between employer and employee is strictly between SSS and said employees.
- 4.4 Severability – In case this AGREEMENT, or any part hereof, is found to be unconstitutional, illegal or invalid for any reason, the remainder hereof not affected by the declaration of invalidity shall remain in full force and in effect.
- 4.5 Non-Exclusivity – the parties may freely enter into a similar agreement/ contracts with other entities or third parties as they seem beneficial and appropriate to their respective interests.
- 4.6 Ratification – the parties shall be responsible for the ratification of their respective execution of this AGREEMENT before a Notary Public.

IN WITNESS WHEREOF, the parties have hereunto set their hands below, on the date and place indicated in their respective Notarial Acknowledgments.

RESOLVED FURTHER, to send a copy of this resolution to the Honorable Governor, Social Security System (SSS) and all others concerned, for information and appropriate action.

ADOPTED. March 21, 2017.

I hereby certify that the foregoing is a true and accurate copy of the resolution which was duly adopted by the 8th Sangguniang Panlalawigan of the Province of Guimaras during its regular session held on March 21, 2017.



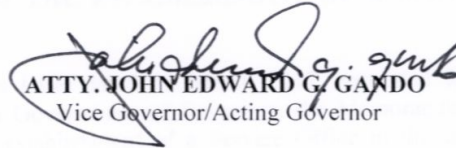
LORENA MINIERVA-ITUCAS
Secretary to the Sangguniang Panlalawigan

Attested:



CYRIL C. BELTRAN
8P Member/Acting Vice Governor
Presiding Officer

Approved:



ATTY. JOHN EDWARD G. GANDO
Vice Governor/Acting Governor