



COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

COMMITTEE REPORT

CRPLO-009-2025

PCR-038-2025

Office of the Sangguniang Panlungsod
Received by August 2025
Date 9-8-2025
Time 9:30am

Subject: *A resolution authorizing the City Mayor to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with Land Bank of the Philippines Imus Branch regarding the ATM Payroll Facility.*

(Date referred: July 21, 2025)

The above-mentioned proposed resolution underwent its first reading on July 21, 2025 during the 3rd Regular Session of the 6th Sangguniang Panlungsod. The said proposed resolution was referred by the Acting Presiding Officer, City Councilor and President Pro-Tempore Hon. Reynaldo C. Palabrica the Committee on Rules and Privileges, Laws and Ordinances.

The Committee on Rules and Privileges, Laws and Ordinances sent out invitations to the resource persons and conducted a committee hearing on the above-subject matter on August 08, 2025 at the Session Hall of the Sangguniang Panlungsod of the City of Bacoor. Attached hereto are the attendance sheet and photos taken during the said hearing.

FINDINGS:

A letter dated July 14, 2025 from the office of the City Mayor was received by the Sangguniang Panlungsod, requesting to enact and approve the issuance of a City Resolution authorizing the City Mayor Hon. Strike B. Revilla to sign the Memorandum of Agreement (MOA) on ATM Payroll Facility and Deposit Pick-Up Services between the City Government of Bacoor and Land Bank of the Philippines, Imus Branch,





This Memorandum of Agreement is an update of the previous Memorandum of Agreement between the City Government of Bacoor and Land Bank of the Philippines, Imus Branch.

The updated Memorandum of Agreement incorporates the Anti-Money Laundering Act of 2001 (AMLA) provision, wherein previously, the Human Resources Department of the City of Bacoor identifies and submits a list of employees to the bank who will be opening a payroll account. With the incorporation of the AMLA provision, the person who will open a payroll account will go personally to the bank for biometrics and for proper identification.

The updated Memorandum of Agreement shall apply to the crediting of salary, allowances, bonuses, and other collateral allowances, including benefits from the City Government of Bacoor to its personnel regardless of appointment status, through the Land Bank ATM Payroll Facility, and the deposit pick-up services of the bank.

RECOMMENDATION:

After a thorough review of all the circumstances and statements from the resource persons, and the provisions of the proposed resolution, the Committee respectfully recommends that the Sangguniang Panlungsod approve the above subject matter on 2nd reading during its next regular session.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct. Issued this 8th day of August 2025 at the City of Bacoor, Cavite.

COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES



COUN. REYNALDO C. PALABRICA
Chairman







Republic of the Philippines
Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD




COUN. LEVY TELA
Vice Chairman


COUN. ADRIELITO G. GAWARAN
Member


COUN. REYNALDO M. FABIAN
Member





COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

MINUTES OF THE COMMITTEE HEARING

CRPLO-009-2025

PCR-038-2025

Office of the Sangguniang Panlungsod
Received by: Janet P. Pardo
Date: 11/23/2025
Time: 9:30 am

Subject: *A resolution authorizing the City Mayor to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with Land Bank of the Philippines Imus Branch regarding the ATM Payroll Facility.*

(Date referred: July 21, 2025)

The Committee on Rules and Privileges, Laws, and Ordinances conducted a committee hearing on August 08, 2025, 9:30 a.m. at the Session Hall of the Sangguniang Panlungsod to deliberate on the above-subject matter.

MEMBERS OF THE COMMITTEE PRESENT:

HON. REYNALDO C. PALABRICA - PRESIDING OFFICER
HON. LEVY M. TELA
HON. MIGUEL N. BAUTISTA
HON. SIMPLICIO DOMINGUEZ
HON. HORACIO M. BRILLANTES, JR.
HON. ROGELIO M. NOLASCO
HON. RICARDO UGALDE

RESOURCE PERSONS:

MS. SUSAN RILLERA - Head-Land Bank Imus Branch
MR. CHRISTOPHER MUÑOZ - Assistant Head-Land Bank Imus Branch
MS. NATIVIDAD LUDWIG OPLE - HRDMD
ATTY. EDITH NAPALAN - City Finance Office
ATTY. SALVE VALENCIANO - Office of the City Legal Service

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MOA with Land Bank Imus Branch

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01/20/2025



Republic of the Philippines
Province of Cavite
CITY OF BACOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



COUN. REYNALDO C. PALABRICA "Good morning everyone. The committee hearing regarding a proposed resolution authorizing the City Mayor to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with Land Bank of the Philippines Imus Branch regarding the ATM Payroll Facility is now called to order."

COUN. REYNALDO C. PALABRICA "For the record in attendance to this hearing are the following members of the City Council, from District 1, Hon. Councilor Eric Ugalde."

COUN. ERIC UGALDE "Than you Mr. Chair, good morning everyone."

COUN. REYNALDO C. PALABRICA "Thank you. From District 2, Hon. Bok Nolasco"

COUN. ROGELIO NOLASCO "Maraming Salamat po Mr. Chair, magandang umaga po sa lahat."

COUN. REYNALDO C. PALABRICA "From District 1, Hon. Councilor Mike Baustista."

COUN. MIGUEL BAUTISTA "Magandang umaga po Mr. Chair, magandang umaga sa lahat specially sa ating mga resource persons,"

COUN. REYNALDO C. PALABRICA "Thank you, from District 2 Hon. Councilor Udoy Brillantes."

COUN. HORACIO BRILLANTES "Thank you Mr. Chair, good morning to our resource persons."

COUN. REYNALDO C. PALABRICA "From District 2 Hon. Councilor Simplicio Domiguez."

COUN. SIMPLICIO DOMIGUEZ "Magandang umaga Mr. Chair, magandang umaga po sa ating lahat."

COUN. REYNALDO C. PALABRICA "From District 1, Hon. Councilor Levy Tela."

COUN. LEVY M. TELA "Good morning Mr. Chair, good morning everyone."

COUN. REYNALDO C. PALABRICA "For record purposes, may I request the resource persons to introduce themselves and their representation. We start with Mam Naty."

MS. NATIVIDAD LUDWIG OPLE "Maganda umaga po sa ating lahat, ahh HRDMD Head"





COUN. REYNALDO C. PALABRICA "Thank you very much, MABUHAY, next from legal."

ATTY. SALVE VALENCIANO "Good morning po sa lahat, Salve Valenciana po from the Office of the City Legal Service."

COUN. REYNALDO C. PALABRICA "Thank you. And of course from Land Bank Imus Branch."

MS. SUSAN RILLERA "Good morning po. Susan Rillera po, head of Land Bank Imus."

COUN. REYNALDO C. PALABRICA "Thank you very much Mam. Ahh kindly introduce yourself."

MARC CHRISTOPHER MUÑOZ "Marc Muñoz po, assistant po ni Ms. Rillera po."

COUN. REYNALDO C. PALABRICA "Thank you very much Marc. Ang pag-uusapan dito, renewal lang naman. This is regarding the letter sent by Land Bank addressed to our City Mayor, that they are proposing for an update of Memorandum of Agreement and naka specify naman na walang binago sa mga provisions ng proposed Memorandum of Agreement. Yes Mam."

MS. SUSAN RILLERA "Ahh opo wala po. Ang binago lang po compared sa old MOA and new ay na incorporate po sa New MOA po yung AMLA provision po na kung saan po ay dati po ay manually inoopen ang account through the, ibinibigay na lang po by pouch ng HR sa bangko. So ang HR po ang nag iidentify ng mga mag oopen ng account. Sa ngayon po, sa MOA natin ngayon is naka incorporate na yung AMLA provision po na kung saan ang bangko na po ang nag i-identify so pumupunta po yung mag-oopen ng payroll personal po sa bangko para kami po ang mag-identify at mag-open ng account."

COUN. REYNALDO C. PALABRICA "And maybe because of biometrics no."

MS. SUSAN RILLERA "Yes po, nasa digital ano na po tayo ngayon."

COUN. REYNALDO C. PALABRICA "Ok, any reaction from the HR?"

MS. NATIVIDAD LUGWIG OPLE "Compliant naman po kame. If I may add, nag train na rin kame sa mga employees, all of them na involve sa mga pag ano ng ATM card, nag AMLA orientation na rin kami before. Except of course dun sa mga newly hired for this semester."

COUN. REYNALDO C. PALABRICA "So wala naman tayong."





COUN. REYNALDO C. PALABRICA "So ibig sabihin kase, parang may modification lang dun sa system natin sa pag-reenroll sa kanila, so wala naman diprensya sa atin ano?"

MS. NATIVIDAD LUGWIG OPLE "Wala po."

COUN. REYNALDO C. PALABRICA "How about, any opinion from the Legal?"

ATTY. SALVE VALENCIANO "Basically po, yung atin naman pong MOA, sabi nga po ni Mam from the LBP na halos pinahabang version lang po siya nung previous MOA natin executive in 2012. Ahh siguro po sa amin, yung laman po kase ng MOA is more on procedures kung pano yung transaction between the depositor and the LGU so kung ok po sa HR natin and I hope yung finance department natin ma-confirm po nila kase dalawang MOA po yung nabanggit dito. Ahh kung ok po ang procedure, wala na po kaming ibang comment."

COUN. REYNALDO C. PALABRICA "Ahh Mam, magkano po ang payroll naming sa isang buwan, ang LGU ng Bacoor, magkano inaabot?"

MS. SUSAN RILLERA "Yung total na kine-credit? Depende po kase sa pinapa-credit, meron po kasing....oh ikaw na."

MR. MARC CRISTOPHER MUÑOZ "Good morning po. Ahh depende po kase sa pinapa-credit ng LGU. So iba-iba naman po ang pinapadalang payroll, so may confidential, may rank and file and jos po. So depende po sa computation or kung magkano ang sinusweldo ng mga empleyado."

COUN. REYNALDO C. PALABRICA "Ok, thank you. Ang isang concern lang po naming man, siguro request na rin ng council na laging available ang cash dito as ATM machine. Dalawang machine ba? Isan lang?"

MS. NATIVIDAD LUDWIG OPLE "Isa lang po kase ayun lang po ang nasa MOA."

MS. SUSAN RILLERA "Ok po, noted po. Bale nagkakaroon lang po ng, kumbaga beyond our control na nasisira po yung dispenser, nagkakaroon ng problema, pero meron naman po kaming monitoring department po na kung saan kino-call po ang atensyon namin, and then we immediately coordinate with our service provider para sa repair po ng ATM machine."

COUN. REYNALDO C. PALABRICA "Pwede padagdagan pa ng isa pa, maraming empleyado, pagka ano parang blockbuster ng sinehan ang pila kapag payroll day eh."

MS. SUSAN RILLERA "Pwede naman po, kung magkakaroon po ng request, i-elevate po naming sa management for approval."





COUN. REYNALDO C. PALABRICA "Kailangan ng request from our end."

MS. SUSAN RILLERA "Opo, pwede naman po."

COUN. REYNALDO C. PALABRICA "Or kayo na ang magre-request for our location?"

MS. SUSAN RILLERA "May mga formal letter po kaming kailangan mareceive and then we need to justify po, so may mga details pa po kaming dapat i-search para pang-justify po."

COUN. REYNALDO C. PALABRICA "Gaano karaming empleyado natin ang gumagamit ng ATM machine nating?"

MS. NATIVIDAD LUDWIG OPLE "Sa permanent and casual po ay nasa one thousand po."

COUN. REYNALDO C. PALABRICA "Ahh, we would like to acknowledge the presence of our City Treasurer Atty. Edith Napalan."

ATTY. EDITH NAPALAN "Good morning Mr. Chair, good morning everyone."

COUN. REYNALDO C. PALABRICA "So ganun na lang po, kapag nag request po ang LGU ng additional ATM, paki tulungan na lang po kasi nakikita namin tuwing araw ng sahod ang haba ng pila."

MS. SUSAN RILLERA "Sige po, gagawan po naming ng request."

COUN. REYNALDO C. PALABRICA "Any concerns from the City Council, baka meron kayong gustong sabihin? Councilor Mike, do you have anything to say?"

COUN. MIGUEL BAUTISTA "Thank you Mr. Chair, actually, totoo po yun. Sa dami ng pumipila dyan sa ATM, kahit ako mismo kapag pumial eh wala ng pera...hehehe, nauubusan na. Kaya mahalaga po yung request na magkaroon ng dalawang ATM, so yun lang po."

COUN. REYNALDO C. PALABRICA "Konsi Tela meron kang sasabihin? Wala na. Anyway ire-renew lang naman, i-update ang MOA. Pwede bang isama sa MOA ang provision ng additional ATM total nandito na rin naman?"

MS. SUSAN RILLERA "Opo, i-separate po natin i-request kase po separate din po ang MOA for the ATM."

COUN. REYNALDO C. PALABRICA "Ilalagay lang natin sa provision na ang Bacoor ay pwedeng mag request at pwedeng mabigyan based on existing MOA. Pwede kaya natin ilagay yun Atty Bambi?"





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OFFICE OF THE SANGGUNIANG PANLUNGSOD



ATTY. SALVE VALENCIANO "(portion of the recording inaudible) pero kung, siguro po kung isang ganung provision, the LGU Bacoor may request the Land Bank siguro subject to further negotiation or discussion between the parties, pwede naman po."

COUN. REYNALDO C. PALABRICA "Kung sakaling pwede before the final draft, magkaron na lang ng communication ang Legal and Land Bank para kung pwede I-insert na lang yun, pero kung hindi pwede at kailangan separate, wala naman problema. Tinanong ko lang kung pwede."

MS. SUSAN RILLERA "Possible naman po, marami pong hawak na LGU ang Land Bank na dalawa, tatlo po ang machine, so malaki po ang possibility na madagdagan ang machine natin po dito."

COUN. REYNALDO C. PALABRICA "Tinitignan din natin yung convenience ng mga empleyado natin kase mas safe sila kung sa loob ng city hall sila mag wi-withdraw. Anyway, thank you very much Mam for taking care of Bacoor. Patuloy lang po ang ating tulungan and Bacoor will always cooperate with Land Bank pag dating dun sa mga financial transactions or partnership between Land Bank and the City Government of Bacoor."

COUN. REYNALDO C. PALABRICA "This committee assures you that on Monday we will favorably endorse this to the City Council in the Regular Session for the immediate approval of this proposal. May I request a motion for the adjournment of this hearing."

COUN. ROGELIO NOLASCO "Ahh Mr. Chair, since there are no matters to be discussed, I moved for the adjournment of this committee hearing."

COUN. REYNALDO C. PALABRICA "Duly seconded, this hearing is now adjourned."

Prepared by:


RONALDO M. VERONA
Office Staff

Attested by:


COUN. REYNALDO C. PALABRICA
Committee Chairman





Committee on Rules and Privileges, Laws and Ordinances

NOTICE OF PUBLIC HEARING

(PROOF OF RECEIPT)

(August 08, 2025 9:30 AM)
(SP Session Hall)Office of the Sangguniang Panlungsod
Received By: Atty. Princesa
Date: 10/10/2025
Time: 10:30 am

Subject: A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH LAND BANK OF THE PHILIPPINES IMUS BRANCH REGARDING THE ATM PAYROLL FACILITY. (PCR No. 038-2025) dated (August 4, 2025).

NAME	OFFICE	CONTACT # Email Address	SIGNATURE/DATE
HON. LEVY M. TELA			
HON. REYNALDO M. FABIAN	SP		cf. Nila 8/5/25
HON. ADRIELITO G. GAWARAN			
HON. SIMPLICIO G. DOMINGUEZ			
Atty. EDITH C. NAPALAN City Treasurer Office	Treasury	229	cf. Nila 8-05-25
Atty. KIM NYCA R. LOFRANCO OCLS	OCLS	415 local	Equipado 8-5-25 3:20 PM
Atty. AIMEE TORREFRANCA-NERI City Administrator	Admin	405	tf 8/5/25
Ms. NATIVIDAD LUDWIG OPLE HRDMD	HRDMD	407	8/5/25 8:35 am
Ms. SUSAN C. RILLERA LANDBANK Imus Branch	Leonor S Lee Land Bank of the Philippines	Imus Branch Land Bank of the Philippines	07 AUG 2025

NOTICE OF COMMITTEE HEARING PCR 038-2025

A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH LAND BANK OF THE PHILIPPINES IMUS BRANCH REGARDING THE ATM PAYROLL FACILITY.

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OFFICE OF THE SANGGUNIANG PANLUNGSOD

BAGONG PILIPINAS *07 in a row*

PCR 038-2025 - A RESOLUTION AUTHORIZ-ING THE CITY MAYOR TO SIGN A MEMORAN-DUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACoor WITH LAND BANK OF THE PHILIPPINES IMUS BRANCH REGARDING THE ATM PAYROLL FACILITY.



STR1KE
AS1

Address: Bacoor Legislative and Disaster Resilience Bldg.
Bacoor Bldg., Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: (046) 417-0727
Website: www.bacoor.gov.ph



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Republic of the Philippines
Province of Cavite
CITY OF BACOR
Office of the City Mayor



11 July 2025

HON. ROWENA BAUTISTA-MENDIOLA
Vice Mayor, City of Bacoor
6th Floor, New Bacoor Legislative Building
Bacoor City, Province of Cavite

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
BACOR CITY, CAVITE
SHERRILYN F. CARDENAS
ADMIN. ASSISTANT IV
TIME: 1:00 DATE: 7/14/25

THRU : Atty. KHALID A. ATEGA JR.
Sanggunian Panlungsod Secretary
Sangguniang Panlungsod

SUBJECT : REQUEST FOR A CITY RESOLUTION EXPRESSLY
AUTHORIZING THE CITY MAYOR TO SIGN MEMORANDUM
OF AGREEMENT (MOA) ON ATM PAYROLL FACILITY
BETWEEN THE CITY GOVERNMENT OF BACOR AND
LAND BANK OF THE PHILIPPINES

Dear Hon. Bautista-Mendiola,

Greetings in the name of public service!

The undersigned respectfully requests your good office to enact and approve the issuance of a City Resolution approving the undersigned to sign the **MEMORANDUM OF AGREEMENT (MOA) ON ATM PAYROLL FACILITY** between the City Government of Bacoor and Land Bank of the Philippines.

This MOA shall apply to the crediting of salary, allowances, bonuses, other collateral allowances, including benefits from the City Government of Bacoor to its personnel regardless of appointment status, through the Landbank ATM Payroll Facility.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panlungsod to enact a resolution approving the undersigned to sign the said Memorandum of Agreement (MOA) between the City Government of Bacoor and Land Bank of the Philippines.

Thank you very much.

Sincerely yours,


STRIKE B. REVILLA
City Mayor



Address: Bacoor Government Center, Bacoor Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite
Trunkline: 434-1111
Website: www.bacoor.gov.ph



Cert. no. 24/181809



LANDBANK Imus Branch
Maliksi Bldg. Tanzang Luma
Aguinaldo Highway, Imus City Cavite

July 01, 2025

Hon. STRIKE B. REVILLA
City Mayor
City Government of Bacoor
Bacoor City, Cavite

Dear Mayor Revilla,

Greetings!

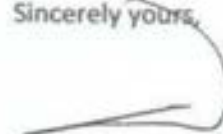
We are presently updating our **Memorandum of Agreement (MOA) between LANDBANK Imus Branch and City Government of Bacoor, for ATM Payroll and Deposit Pick-Up Services**, relative hereto, we have attached the updated MOA for your signature.

As reference, we also attached existing MOAs on said bank's service facility.

We sincerely appreciate your continued support and patronage to our products and services.

Thank you for your cooperation.

Sincerely yours,


SUSAN C. RILLERA
Branch Head, Imus Branch



**MEMORANDUM OF AGREEMENT/SERVICE LEVEL AGREEMENT
ON ATM PAYROLL FACILITY**

This **MEMORANDUM OF AGREEMENT** ("this Agreement") is executed by and between:

LAND BANK OF THE PHILIPPINES, a government financial institution duly organized and existing under and by virtue of the provisions of R.A. No. 3844, as amended, with principal office address at **LANDBANK Plaza**, 1598 M.H. del Pilar St., cor. Dr. J. Quintos St., Malate, Manila, represented herein by its **Department Manager, SUSAN C. RILLERA**, hereinafter referred to as "**LANDBANK**"; and

The **CITY GOVERNMENT OF BACOR**, a government entity existing under and by virtue of the Philippine Law, with principal office address at **Bacoor City Hall**, Mollino Blvd., Bacoor, Cavite, represented herein by its **City Mayor, HON. STRIKE B. REVILLA**, hereinafter referred to as "**LGU BACOR**".

(Each of the above shall be referred to as a "**Party**" and collectively as the "**Parties**.")

Recitals

Whereas, LGU BACOR desires to avail of **LANDBANK's** ATM Payroll Facility;

Whereas, LANDBANK is willing to extend its ATM Payroll Facility to **LGU BACOR**, subject to such terms and conditions as may be agreed upon;

NOW, THEREFORE, the Parties agree as follows:

I. APPLICABILITY

This Agreement shall apply to the crediting of salary, allowances, bonuses, other collateral allowances, including benefits from **LGU BACOR** to **LGU BACOR's** personnel regardless of appointment status, through the **LANDBANK ATM Payroll Facility** using the **LANDBANK ATM VISA DEBIT CARD**.

II. PAYROLL FUND / PASS-THROUGH ACCOUNT (As Applicable)

1. The **LGU BACOR** shall open and maintain an Interest Bearing Current Account (IBCA) or Non-IBCA with **LANDBANK-Imus** hereinafter referred to as "**Payroll Fund Account**" or use the Modified Disbursement System (MDS) Account, as applicable. **LANDBANK** shall debit this account or the **LGU BACOR** may issue a check to fund the [monthly-frequency of crediting] payroll and other benefits of **LGU BACOR** personnel, subject to the Terms and Conditions as herein provided.
2. **LGU BACOR** shall enroll its Payroll Fund Account in **LANDBANK's** weAccess Facility to facilitate account/transaction online viewing and payroll crediting through electronic means, if applicable.

III. OPENING OF LANDBANK PAYROLL ACCOUNT

The **LGU BACOOR** shall cause all its personnel, regardless of appointment status, to open an account at **LANDBANK Imus Branch** subject to existing policies and guidelines on Deposit Accounts and any future amendments thereto.

LANDBANK shall not require an initial deposit for the individual ATM payroll account opened; *however*, the **LGU BACOOR** shall ensure that the required monthly ADB of the Payroll Fund Account is maintained, if applicable.

1. Individual Account Opening

2.1 Opening through the Branches (As Applicable)

Qualified **LGU BACOOR** personnel shall open a payroll account at the servicing **LANDBANK** Branch subject to existing **LANDBANK** policies and guidelines on deposit accounts and those that may be imposed in the future and upon submission of the following requirements:

- a. Letter of Introduction (LOI-Exhibit 2) from the **LGU BACOOR**;
- b. Original and photocopy of valid ID Card or any one (1) valid government-issued ID;
- c. Two (2) pcs. (2x2 or passport size) ID pictures (not required if opened thru DOBS);
- d. Specimen Signature Cards (not required if opened thru DOBS);
- e. Customer Information Sheet;
- f. Waiver of Rights; and
- g. Tax Identification Number.

IV. MAINTENANCE OF LANDBANK VISA DEBIT CARD PAYROLL ACCOUNT

1. The **LGU BACOOR** Landbank Visa Debit Card Payroll Account has the following features:

1.1 No initial deposit and maintaining balance; however, to earn interest at prevailing Regular Savings Account Rate of **LANDBANK**, an Average Daily Balance (ADB) of P2,000.00 shall be maintained;

2. Applicable service charges/fees may be imposed on transactions via domestic or international ATM, Point of Sale (POS), online/e-commerce, or any available channel of BanNet and Visa, as applicable.
3. Payment for the cost of initial Landbank Visa Debit Card and succeeding card replacement issued to each qualified payroll accountee shall be for the account of the personnel/employee.
4. Re-issuance of PIN Mailer can be requested at any **LANDBANK** Branch by the cardholder subject to prevailing service fee.
5. PIN change can be requested at any **LANDBANK** Branch at no cost.

LEONOR S. LEE
Branch Operation Officer – LANDBANK

SUSAN C. RELLERA
Department Manager – LANDBANK

EDITH C. NAPALAN
City Treasurer

HON. STRIKE B. REVILLA
City Mayor

V. CONDUCT OF KYC PROCEDURE

1. If Account Opening is through any/the servicing **LANDBANK** branch per Item III.2.2.2 (Opening via the Branches, as applicable), the Branch of Account shall not be required to conduct AMLA Training and performance evaluation to the **LGU BACOOR**.

VI. FUNDING

1. At least two (2) banking days before the payroll credit date, **LGU BACOOR** shall deposit Cash or On-Us Checks in the amount equivalent to its payroll for the month in the Payroll Fund Account and shall issue to **LANDBANK** an Authority to Debit from the Payroll Fund Account the corresponding payroll amount.
2. Debiting from said payroll account shall be on the day of crediting to the personnel payroll accounts. In case the payroll day falls on a weekend, holiday, or a non-banking day, crediting shall be done on the last working day prior to the weekend, holiday, or a non-banking day.

VII. CREDITING TO INDIVIDUAL PAYROLL ACCOUNT

LGU BACOOR shall submit the original Payroll Register and copy in electronic storage device to **LANDBANK** at least two (2) banking days before applicable payroll credit processed via Consumer Terminal (CT), Top-Up Facility and other alternative online channels.

1. **LGU BACOOR** shall ensure that the data contained in the Payroll Register are submitted to the Bank in a format conforming to **LANDBANK**'s specification and shall be labeled accordingly as follows:
 - i. Assigned company code;
 - ii. Payroll credit date;
 - iii. Number of records;
 - iv. Payroll Amount; and
 - v. Filename of the **LGU BACOOR**, which is: _____.
2. The **LGU BACOOR** warrants that all data contained in the electronic storage device submitted to **LANDBANK** are correct and that no further processing, adjustment, or alteration shall be made thereon. **LANDBANK** shall not be liable for failure to credit, or for any erroneous crediting of, payroll due to discrepancies or errors in the payroll register or due to any damage on the electronic storage device containing the same or the fact that the said electronic storage device is unreadable.
3. **LANDBANK** shall exercise due care in the handling of the electronic storage device to protect it from physical damage; Provided, however, that **LANDBANK** shall not be liable for any unauthorized alteration of the contents thereof.
4. **LGU BACOOR** upon notification by **LANDBANK**, shall immediately address any concerns reported by **LANDBANK** regarding the payroll register or electronic storage device submitted to it including any discrepancies, errors or damage noted thereon, such as but not limited to the following:
 - 4.1 Number of accountees reflected in the hard copy of the payroll register does not match with the number indicated in the electronic storage device.

LEONOR S. LEE
Branch Operation Officer – LANDBANK

SUSAN C. RILEY
Department Manager – LANDBANK

EDITH C. NAPALAN
City Treasurer

HON. STRIKE B. REVILLA
City Mayor

- 4.2 Invalid amount – The amount to be debited from the account of the **LGU BACOOR** does not tally with the authority to debit or check submitted by **LGU BACOOR** with that of the hard copy of payroll register and electronic storage device.
- 4.3 Invalid hash total – The hash total in the payroll register does not tally with the hash total generated from the electronic storage device.
- 4.4 Invalid account hash – The account hash total in the payroll register does not tally with the account hash generated from the electronic storage device.
- 4.5 Omission of total/s on the payroll register – Uniform hash total/total number of records/amount/account hash is/are not indicated from the first page up to the last page of the payroll register.
- 4.6 Batch number error – Error encountered during payroll file validation/forwarding by the Branch. This error happens when **LGU BACOOR** is using older version of PACSVAL/FinDES. Message displayed during batch validation of **LGU BACOOR's** electronic storage device is "Batch Number Error".

The **LGU BACOOR** upon receipt of said notification from **LANDBANK**, or upon its own discovery that the electronic storage device is unreadable or has discrepancies, shall immediately sent its corrected payroll electronic storage device to **LANDBANK** for timely processing in accordance herewith.

5. **LANDBANK** shall return the payroll electronic storage device to the **LGU BACOOR** five (5) days after the payroll credit date.
6. **LGU BACOOR** shall indemnify **LANDBANK**, its officers or employees, from any and all liabilities arising from or relating to any transaction carried out by **LANDBANK** in accordance with the written instruction of **LGU BACOOR** such as, without limitation, effecting payroll adjustment, dishonoring or disallowing withdrawal, stopping, holding payment, or closing any payroll account.

VIII. REASSIGNMENT/TRANSFER OF MEMBER/PERSONNEL WITHIN THE SAME AGENCY

1. The **LGU BACOOR** shall inform **LANDBANK** in writing, within seven (7) banking days from its effectivity, in the event of reassignment/transfer of member/personnel to another office/Branch of the **LGU BACOOR** including other necessary details related to the reassignment/transfer of such personnel, as applicable.
2. The outstanding balance of the loan, if any, shall be transferred to the LBP Servicing Branch of the **LGU BACOOR** office/Branch where the reassigned/transferred personnel was deployed.

IX. SEPARATION/RETIREMENT FROM SERVICE OF MEMBER/PERSONNEL

1. In the event of resignation, termination or retirement of an employee-depositor, the **LGU BACOOR** shall notify **LANDBANK** in writing of such resignation, termination or retirement within seven (7) banking days

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Branch Operation Officer - LANDBANK

SUSAN C. RILLERA
Department Manager - LANDBANK

EDITH C. MAPALAN
City Treasurer

HON. STRUZZ B. REVILLA
City Mayor

from its effectivity, to enable **LANDBANK** to remove the employee's account from the payroll classification and transfer the same to Regular **LANDBANK** Debit Card Account, or close the account as the case may be.

2. In the event that there is no notification received from the **LGU BACOOR** and no institutional credits to the employee-depositor's account for a period of six (6) months and above, **LANDBANK** shall automatically convert his **LANDBANK** ATM Payroll Account into a Regular **LANDBANK** Debit Card Account, which shall be subject to the required minimum balance in accordance with applicable terms and conditions.
3. For employee-depositor account with zero balance for over one hundred eighty (180) days, **LANDBANK** shall automatically close the same.
4. Except as otherwise provided in this Agreement, the opening and handling of **LANDBANK** ATM Card Account shall be subject to applicable terms and conditions.

X. REPLACEMENT OF LOST/DAMAGED [LANDBANK VISA DEBIT CARD]

1. Replacement of lost/damaged card shall be allowed at any Branch subject to **LANDBANK**'s applicable guidelines. However, the existing account number shall be retained.
2. Replacement fee due to lost or damaged **LANDBANK VISA DEBIT** card shall be for the account of the **LGU BACOOR** personnel.
3. Replacement of defective cards under warranty (if reported within 30 calendar days upon receipt) shall be free of charge. Otherwise, cost shall be for the account of the cardholder.

XI. LANDBANK OTHER PRODUCTS AND SERVICES

LANDBANK shall provide **LGU BACOOR** with its Products and Services such as, Salary Loan, Credit Card and other Cash Management Solutions, subject to execution of separate agreement for each facility.

XII. MISCELLANEOUS PROVISIONS

Section 1. Authority to Execute. Each Party represents and warrants that it has taken all appropriate and necessary corporate actions to authorize the execution and delivery of this Agreement, and to perform and be bound by the terms and conditions hereof.

Section 2. Dispute Resolution. *(If the Agreement is solely between departments, bureaus, offices, agencies and instrumentalities of the National Government).* The Parties shall endeavor in good faith to settle any claim, dispute or controversy through compromise or amicable settlement. However, in the event that the Parties fail to reach any settlement within a reasonable period, all disputes, claims and controversies arising from or relating to this Agreement shall be administratively settled or adjudicated in the manner provided in Book IV, Chapter 14 (Controversies Among Government Offices and Corporations) of Executive Order No. 292, otherwise known as the Administrative Code of 1987."

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City Mayor

Venue of Action. *(If one of them parties to the agreement is a private entity)* The Parties shall endeavor in good faith to settle any claim, dispute, or controversy through compromise or amicable settlement. However, in the event that the Parties fail to reach any settlement within a reasonable period, all claims, disputes and controversies arising from or relating to this Agreement shall be brought before the proper courts of the City of Manila to the exclusion of all other courts.

Section 3. Confidentiality. Each Party agrees to hold in strict confidence any Confidential Information disclosed to or obtained by it and shall use such Confidential Information only in connection with the purposes of this Agreement.

For purposes of this provision, Confidential Information means any and all information disclosed by a Party (Disclosing Party) to, or obtained by, the other Party (Receiving Party) in any manner, that, as a result of, or in connection with this Agreement, by its nature, is considered proprietary and confidential, regardless of whether such information is specifically labeled or described as such including, but not limited to, proprietary information, personal data, financial data, business plans or proposals, agreements of the Disclosing Party with third parties, and any representation by any officer, employee or representative of the Disclosing Party. Provided, however, that Confidential Information shall not include the following:

- (a) Information that is generally available to the public other than as a result of disclosure in violation of this Agreement;
- (b) Information available to the Receiving Party on non-confidential basis without an express restriction on disclosure.
- (c) Information which is required to be disclosed by any court, tribunal or regulatory authority or by any requirement of law, legal process or regulation; or
- (d) Information that the Disclosing Party expressly agrees in writing may be disclosed by the Receiving Party to third parties."

The Receiving Party agrees that Confidential Information shall not be disclosed to third parties without the prior written consent of the Disclosing Party, and that each Party shall exercise the same degree of care as it applies to protect its own confidential information of similar nature that it does not desire to publish, disclose, or disseminate. This obligation of confidentiality shall continue in full force and effect notwithstanding the termination of this Agreement.

In the absence of any written authority from the depositor, LANDBANK shall not disclose to the STRH any information relative to the payroll account of such depositor, pursuant to existing bank secrecy laws, except for those related to payroll transaction/s initiated by the **LGU BACOR.**

Section 4. Data Privacy. Each Party shall, in accordance with the Data Privacy Act, ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents,

representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

Section 5. Force Majeure. No Party shall be deemed to have defaulted or breached this Agreement for any delay or failure to fulfill any obligation by reason of force majeure or fortuitous event, including, but not limited to, strikes, accidents, acts of war or terrorism, civil or military disturbances, natural calamities or acts of God, loss or malfunction of utilities, communications or computer software or hardware; Provided, however, that the Parties shall resume performance of their respective obligations as soon as reasonably practicable under the circumstances.

Section 6. Effect of Waiver. An effective waiver under this Agreement must be in writing signed by the Party waiving its right. A waiver by either of the Parties of any instance of the other's non-compliance with any obligation or responsibility under this Agreement shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time. All rights and remedies existing under this Agreement are cumulative, and not exclusive of, any rights or remedies otherwise available.

Section 7. Limited Liability. The Parties shall hold each other free from any damage or liability that may arise from or occasioned by the exercise of their rights and obligations under this Agreement except when such damage or liability is attributable to the gross negligence or willful misconduct of a Party or any of its officers, representatives or employees.

Section 8. Indemnity. The **LGU BACOOR** shall defend, indemnify, and hold **LANDBANK**, its officers, representatives and employees, free and harmless from and against all claims, damages, liabilities and costs of every kind and character resulting from or relating to the inaccuracy, nonfulfillment or breach of any representation, warranty, covenant or obligation of the **LGU BACOOR**. As disbursing agent of **LGU BACOOR** **LANDBANK** assumes no responsibility for the accuracy of the data supplied by the **LGU BACOOR**.

Section 9. Notices. Any notice or other communication given pursuant to this Agreement must be in writing which may include email correspondence from the authorized representative of the relevant party.

Section 10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines.

Section 11. Periodic Review. This Agreement shall be reviewed by the Parties at least once a year to determine the need for any amendment, supplement or modification.

Section 12. Amendments. No amendment, supplement or modification of this Agreement shall be deemed effective unless made in writing and signed by the Parties.

Section 13. Further Assistance. Subject to the terms and conditions herein provided, each of the Parties shall use its best efforts to take such action and execute and deliver such additional documents and instruments as

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City Mayor

may be reasonably requested or necessary to carry out the intents and purposes of this Agreement.

Section 14. Separability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions not affected thereby shall continue in full force and effect.

Section 15. Term and Termination. This Agreement shall take effect upon its execution by the Parties and shall remain in effect until terminated by either Party subject to a thirty (30) days prior written notice to the other Party; Provided, however, that the termination of this Agreement shall be without prejudice to the rights, claims, or remedies of either Party with respect to any loans, interests, penalties, charges, fees, loss, damages, and other obligations incurred prior to such termination.

—
IN WITNESS WHEREOF, the Parties have signed this Agreement on this ____ day of _____ at _____, Philippines.

LAND BANK OF THE PHILIPPINES
By:

CITY GOVERNMENT OF BACOR
By:

SUSAN C. RILLERA
Department Manager

HON. STRIKE B. REVILLA
City Mayor

SIGNED IN THE PRESENCE OF

LEONOR S. LEE
Acting Branch Operations Officer, LANDBANK

EDITH C. NAPALAN
City Treasurer

ACKNOWLEDGEMENT

Republic of the Philippines)

s.s.

BEFORE ME, a Notary Public for and in the abovementioned jurisdiction, personally appeared the following:

Name	Competent Evidence of Identity	Date and Place of Issuance
SUSAN C. RILLERA	LBP ID # N097	
HON. STRIKE B. REVILLA	TIN ID # 165-805-861-000	

who were identified by me through competent evidence of identity to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act, and the free and voluntary act of the corporations/offices/agencies/entities they respectively represent.

The foregoing instrument is a Memorandum of Agreement which consists of nine (9) pages, including the page on which this acknowledgment is written, and has been signed on each and every page by the Parties and their witnesses.

IN WITNESS WHEREOF, I have set my hand and affixed my notarial seal on this ____ day of _____ at _____, Philippines.

NOTARY PUBLIC

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Book No. _____
Series of 2025

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