



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



CGBCR-SPBac-03-F01.03
07/01/2025

DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGELS S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA

City Vice Mayor/Presiding Officer

Noted by:

HON. STRIKE B. REVILLA

City Mayor

CITY RESOLUTION NO. 2025-768

Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENTS (MOAs) ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH LAND BANK OF THE PHILIPPINES IMUS BRANCH REGARDING THE ATM PAYROLL FACILITY AND DEPOSIT PICK-UP SERVICES.

Sponsored by:

Hon. Reynaldo D. Palabrica

Co-Sponsored by:

Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, and Hon. Levy M. Tela.

WHEREAS, the Sangguniang Panlungsod received a letter from the Office of the City Mayor on 14 July 2025 requesting that a resolution be passed authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement (MOA) with the Land Bank of the Philippines (LBP) on behalf of the City Government of Bacoor regarding the Automated Teller Machine (ATM) payroll facility and deposit pick-up services;

WHEREAS, the City Government of Bacoor desires to avail of LBP's ATM Payroll Facility and deposit pick-up services;

WHEREAS, the LBP is willing to extend its ATM Payroll Facility and deposit pick-up services to the city government subject to the terms and conditions stated in the said MOAs;

WHEREAS, the draft Memorandum of Agreements (MOAs) were submitted for review and consideration of the Sangguniang Panlungsod by the Office of the City Mayor. The proposed MOAs are incorporated hereto and will be made a part of this Resolution as **Annex "A"** and **Annex "B"**.

NOW THEREFORE, upon motion of Hon. Reynaldo D. Palabrica, unanimously seconded by the members of the City Council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign the Memorandum of Agreements with the LBP for and on behalf of the City Government of Bacoor, Cavite.





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City Councilor-ABC President

HON. PALM ANGELS S. BUNCIO
City Councilor- SK Federation President

RESOLVE FURTHER, to furnish the Office of the City Mayor, the LBP, and other government offices concerned with copies of this Resolution.

UNANIMOUSLY APPROVED this 18th day of August 2025 at the City of Bacoor, Cavite during the regular session of the 6th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the contents of the foregoing Resolution are true and correct and that it was duly approved in accordance with law.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Noted by:

HON. STRIKE B. REVILLA
City Mayor



**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**, Molino 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.

LEONOR S. LEE
Branch Operation Officer - LANDBANK

SUSAN C. RILLERA
Department Manager - LANDBANK

EDITH C. NAPALON
City Treasurer

HON. STRIKE B. REVILLA
City Mayor

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 BancNet 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. HILLERA
Department Manager – LANDBANK

EDITH C. RAPALAN
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 BACDOR**.

VI. FUNDING

1. At least two (2) banking days before the payroll credit date, **LGU BACDOR** 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 BACDOR 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 BACDOR** 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 BACDOR**, which is: _____.
2. The **LGU BACDOR** 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 BACDOR** 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. RIVERA
Department Manager - LANDBANK

EDITH C. NARAYAN
City Treasurer

HON. STUART B. REVILLA
City Mayor

- 4.2 Invalid amount – The amount to be debited from the account of the **LGU BACOR** does not tally with the authority to debit or check submitted by **LGU BACOR** 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 BACOR** is using older version of PACSVAL/FinDES. Message displayed during batch validation of **LGU BACOR**'s electronic storage device is "Batch Number Error".

The **LGU BACOR** 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 BACOR** five (5) days after the payroll credit date.
6. **LGU BACOR** 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 BACOR** 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 BACOR** 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 BACOR** 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 BACOR** 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 BACOR** shall notify **LANDBANK** in writing of such resignation, termination or retirement within seven (7) banking days

LEONOR S. LEE
Branch Operation Officer – LANDBANK

SUSAN C. MILLERA
Department Manager – LANDBANK

EDITH C. NAPALAN
City Treasurer

HON. STRIKE 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 BACOR** 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 BACOR** 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 BACOR** 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."

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

LEONOR S. LEE
Branch Operation Officer – LANDBANK

SUSAN C. RILLERA
Department Manager – LANDBANK

EDITH C. MAPALAN
City Treasurer

HON. STRIKE B. REVILLA
City Mayor

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

LEONOR S. LEE
Branch Operation Officer – LANDBANK

SUSAN C. MILLERA
Department Manager – LANDBANK

EDITH C. NAPALAN
City Treasurer

NORM. STRIKE B. REVILLA
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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2025

LEONOR S. LEE
Branch Operation Officer – LUNDAWANK

SUSAN C. RILLERA
Department Manager – LUNDAWANK

EDITH C. NAPALAN
City Treasurer

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM of AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Agreement** (this "Agreement") made and entered into this ____ day of _____, 2025 by and between;

LEONOR S. LEE
Branch Operation Officer – LANDBANK

LAND BANK OF THE PHILIPPINES, a government financial institution created and existing under and by virtue of the provisions of Republic Act No. 3844, as amended, with principal office address at 1598 M. H. Del Pilar corner Dr. J. Quintos Streets, Malate, Metro Manila, represented herein by its President and Chief Executive Officer, **LYNETTE V. ORTIZ**, through her duly authorized representative, **SUSAN C. RILLERA**, **IMUS** Branch, as evidenced by the Secretary's Certificate attached as Annex "A", hereinafter referred to as "**LANDBANK**";

- and -

SUSAN C. RILLERA
Department Manager – LANDBANK

CITY GOVERNMENT OF BACOR, a government entity, existing under the laws of the Philippines, with principal office at Bacoor City Hall, Molino Blvd., Bacoor, Cavite, as evidenced by the Secretary's Certificate attached as Annex "B", hereinafter referred to as "**DEPOSITOR**".

"(Whenever applicable, each of the above shall be referred to as "Party" and collectively as "Parties".)

WITNESSETH THAT:

WHEREAS, the **DEPOSITOR** has signified its desire to avail of **LANDBANK's** deposit pick-up services;

EDITH C. MAPALAN
City Treasurer

WHEREAS, **LANDBANK** is willing to extend the deposit pick-up services to the **DEPOSITOR** subject to such terms and conditions as may be mutually agreed upon;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions hereafter set forth, the parties hereby mutually agree as follows:

SECTION I. MAINTENANCE OF ACCOUNTS

HON. STRIKE B. REVILLA
City Mayor

1.1 As a condition precedent to **LANDBANK** rendering the deposit pick-up services, the **DEPOSITOR** shall open and maintain a Saving/Current Account with an Average Deposit Balance (ADB) of at least Thirty Four Million Pesos (Php 34,000,000.00) with **LANDBANK**.

1.2 **LANDBANK** will monitor compliance of the **DEPOSITOR** to the required ADB and to the agreed pricing arrangement on a monthly basis.

SECTION II. DEPOSIT PICK-UP ARRANGEMENT

- 2.1** The **LBP Rosario Cavite Branch** Cash Operation Unit (COU)/sub-COU of **LANDBANK** shall pick-up deposits based on the agreement below, on regular banking hours/days, on Weekends and Holidays, if applicable, not later than 3:00 p.m., by armored car or any authorized bank vehicle, from/to the **DEPOSITOR** on designated pick-up point/s.
- 2.2** The **DEPOSITOR** and **LANDBANK** agreed to the following pricing arrangement:

Required ADB	P34,000,000.00 (specify agreed ADB)
Required ARE/EAR	P (if applicable, delete if not)
Service Fee per pick-up	P (if applicable, delete if not)
Frequency of pick-up deposit	3 times a week on regular banking days (specify if regular banking days, weekends or holiday)
Manner of counting	Piece count (specify if Bundle or piece count)

- 2.3** In case the **DEPOSITOR's** actual ADB falls below the minimum required ADB and/or Account Relationship Earning (ARE) [delete ARE if not applicable], **LANDBANK** shall charge a service fee of 1% of the ADB shortfall or Php1,000.00 whichever is higher, which shall be automatically debited from the **DEPOSITOR's** Savings/Current Account Number 1422-1057-31.
- 2.4** In case of excess trips from the agreed arrangement, **LANDBANK** shall also debit from the **DEPOSITOR's** Savings/Current Account identified above, the corresponding service fees:

Weekday Servicing	P1,400/trip/pick-up point
Weekend Servicing	P 1,500/trip/pick-up point
Holiday Servicing	P 2,200/trip/pick-up point

- 2.5** The **DEPOSITOR** shall provide a safe place in its place of business wherein the deposit pick-up shall be made, subject to the approval of **LANDBANK**.

SECTION III. DEPOSIT PICK-UP PROCEDURES

- 3.1** The authorized **LANDBANK** Teller shall be given access to **DEPOSITOR's** deposit only upon presentation to and verification by the **DEPOSITOR** of the **LANDBANK** Teller's employee ID and Letter of Introduction.
- 3.2** The **DEPOSITOR** shall prepare **LANDBANK** Deposit Slip/s (DS) in three (3) copies to cover the total cash and check deposits to be made.
- 3.3** The cash and/or checks covering a DS shall be presented by the **DEPOSITOR** to **LANDBANK** Teller. The deposits, cash and checks, from the **DEPOSITOR** shall be credited/posted to the account/s maintained at **LANDBANK** on the same day these were picked up and received by **LANDBANK**.
- 3.4** For local check deposits, the **LANDBANK** Teller shall verify the check

LANDBANK Cash Operation Unit (COU)/sub-COU on or before clearing cut-off time, shall be credited on the same day, while checks received after the clearing cut-off time shall be treated as late deposit/s.

3.5 For cash deposits, **LANDBANK** Teller shall Piece/Bundle count the cash in the presence of the **DEPOSITOR** to validate and confirm the value indicated in the DS.

3.6 For Agreements with bundle counting of cash deposits, **LANDBANK** shall provide a canvass duffel bag with a lock and two (2) keys for each pick-up point. One (1) key shall be given to the **DEPOSITOR**, which shall always remain in the **DEPOSITOR's** possession, while **LANDBANK's** authorized personnel shall keep the duplicate key.

3.7 If bundle counted at pick-up point, the wrapped bills in batch of 100 pieces per wrap will be bundle counted, loose bills will be piece counted, while coins will not be counted. Cash and checks shall be placed in duffel bag locked in front of the **DEPOSITOR**. The cash deposits shall be subject to final piece-count verification by **LANDBANK** at its premises.

In case of discrepancies between the amount per piece and the amount written on the deposit slip, **LANDBANK** shall credit the actual amount of cash and/or checks as counted by **LANDBANK** to **DEPOSITOR's** account. Said discrepancies shall be brought to the attention of the **DEPOSITOR** not later than 48 hours from pick-up deposit.

Presence of fake/counterfeit bills noted in the course of verification, if any, shall be brought to the attention of **DEPOSITOR** within the next banking day from receipt of deposit. The **DEPOSITOR** understands and agrees that said fake/counterfeit bills shall not be credited to **DEPOSITOR's** account and shall be retained by **LANDBANK**.

LANDBANK reserves the right to adjust the amount credited to the **DEPOSITOR's** account in case fake/counterfeit bills were detected during piece count verification.

3.8 Any alterations in the DS shall be acknowledged by the **DEPOSITOR** by affixing his/her/their signatures on every alteration.

3.9 Upon verification of the entries in the DS, **LANDBANK** Teller shall acknowledge receipt of **DEPOSITOR's** DS by affixing his/her signature on the triplicate copy of the DS, and return the same to the **DEPOSITOR**. The triplicate copy of the DS shall serve as a valid and binding evidence of receipt by **LANDBANK**, until the machine validated duplicate of the DS is received by the **DEPOSITOR**.

3.10 Upon receipt of the deposit/s of **DEPOSITOR**, Cash Operation Unit (COU)/sub-COU shall validate the remaining two (2) copies of the DS to **DEPOSITOR's** account. The duplicate of the DS shall be returned to the **DEPOSITOR** on the next deposit pick-up day.

SECTION IV. DISHONORED CHECKS

4.1 All returned/dishonored checks previously deposited to the Account if any, shall be reported to the **DEPOSITOR** not later than the following day of such return/dishonor.

LEONOR S. LEE
Branch Operation Officer – **LANDBANK**

SUSAN C. RILEY
Department Manager – **LANDBANK**

EDITH C. NISAMAN
City Treasurer

HON. STRIKE B. REVILLA
City Mayor

- 4.2 The amount of returned/dishonored check/s shall be debited immediately from the **DEPOSITOR's** account regardless of the reason for return/dishonor.
- 4.3 Returned checks, together with the corresponding debit memo/advice, shall be forwarded immediately to the **DEPOSITOR**.
- 4.4 Bank charges arising from dishonored checks, whether returned or funded the following day, shall automatically be debited from the account of **DEPOSITOR**.

SECTION V. RESPONSIBILITY FOR DEPOSITS

LANDBANK shall assume responsibility for the deposits of **DEPOSITOR** upon receipt by the **LANDBANK** Teller of the same, and after said Teller has signed in acknowledgment on the triplicate of DS. Loss of cash or checks after such receipt and acknowledgment and while in transit shall be for the account of **LANDBANK**.

SECTION VI. AUTHORIZED TELLERS FOR DEPOSIT PICK-UP

- 6.1 Immediately upon signing this MOA, the COU/sub-COU of **LANDBANK** shall submit to the **DEPOSITOR** the list of its Tellers, together with their respective specimen signatures and individual identification documents authorized to pick-up the deposits of **DEPOSITOR**. Any subsequent change in the list of authorized **LANDBANK** Teller shall be communicated by **LANDBANK** to **DEPOSITOR** in writing, at least three (3) days prior to the effectivity of such change.
- 6.2 Any and all transactions of **DEPOSITOR** with the authorized **LANDBANK** Teller prior to the actual receipt by **DEPOSITOR** of the written notice of change shall be valid and honored by **LANDBANK**, and, any loss or damage arising therefrom, shall be for the account of **LANDBANK**.
- 6.3 Conversely, any and all transactions of **DEPOSITOR** with any **LANDBANK** Teller whose name is not included in the amended list after actual receipt by **DEPOSITOR** of the written notice of change as above mentioned, shall not be binding on **LANDBANK**, and any damage or loss arising therefrom shall not be the liability of **LANDBANK**.

SECTION VII. AUTHORIZED REPRESENTATIVE OF DEPOSITOR FOR DEPOSIT PICK-UP

- 7.1 Immediately upon signing this MOA, **DEPOSITOR** shall submit to **LANDBANK** the list of its authorized representative/s, together with their respective specimen signatures and individual identification documents authorized to act and to sign all papers on behalf of **DEPOSITOR** on the transactions covered by this MOA. Any subsequent change in the list of authorized representative/s of **DEPOSITOR** shall be communicated by the **DEPOSITOR** to **LANDBANK** in writing at least three (3) days prior to effectivity of such change.

LEONOR S. LEE
Branch Operation Officer - **LANDBANK**

SUSAN L. RILLERA
Department Manager - **LANDBANK**

EDITH C. NAPALAN
City Treasurer

HON. STRINE D. REVALA
City Mayor

- 7.2 Any, and all transactions of **LANDBANK** with the authorized representative of **DEPOSITOR** prior to the actual receipt by **LANDBANK** of the written notice of change, shall be valid and honored by the **DEPOSITOR**, and any loss or damage arising therefrom, shall be for the account of **DEPOSITOR**. Conversely, any and all transactions of **LANDBANK** with any representative whose name is not included in the amended list after actual receipt by **LANDBANK** of the written notice of change as above mentioned, shall not be binding on **DEPOSITOR**, and any damage or loss arising therefrom, shall not be the liability of **DEPOSITOR**.

SECTION IX. MISCELLANEOUS PROVISIONS

- 9.1 The procedures for deposit pick-up delivery services may be changed periodically for bank reasons or as the need arises upon agreement of both parties in writing. It is understood, however, that the services contemplated herein, shall be rendered during regular banking hours and days. **LANDBANK** shall have the absolute discretion to determine which route to take in effecting the deposit pick-up service.
- 9.2 This Agreement shall be subject to an Annual review or whenever necessary, for the mutual benefit of both parties.
- 9.3 The **DEPOSITOR** agrees to be bound by **LANDBANK's** rules and regulations governing deposits, the Deposit Pick-Up Facility, and those that may be implemented or required by Bangko Sentral ng Pilipinas or the Philippines Clearing House Corporation. The **DEPOSITOR** further agrees, that **LANDBANK** may immediately implement any change in such policies, procedures, terms and conditions provided, notice is given to the **DEPOSITOR** at least sixty (60) days prior to implementation.
- 9.4 **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.
- 9.5 **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."
- 9.6 **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

LEONOR S. LEE
Branch Operation Officer - LANDBANK

SUSAN C. RILERA
Department Manager - LANDBANK

EDITH C. MARAZAN
City Treasurer

MON. STRIKE B. REVILLA
City Mayor

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.

9.7 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.

9.8 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.

9.9 Force Majeure. No Party shall be deemed to have defaulted or breached this Agreement for any delay or failure to fulfill any

LEONOR S. LEE
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EDITH C. LAPALAN
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City Mayor

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.

9.10 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.

9.11 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.

9.12 Indemnity. The **DEPOSITOR** 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 **DEPOSITOR**. As disbursing agent of **DEPOSITOR**, **LANDBANK** assumes no responsibility for the accuracy of the data supplied by the **DEPOSITOR**.

9.13 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.

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

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

9.16 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.

9.17 Term and Termination. This Agreement shall take effect upon its execution by the Parties and shall remain in effect until terminated by

LEONOR S. LEE
Branch Operation Officer - LANDBANK

SUSAN C. RILLERA
Department Manager - LANDBANK

EDITH C. NABARAN
City Treasurer

HON. STRIKE B. REVILLA
City Mayor

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:

SUSAN C. RILLERA
Branch Head - Imus Branch

CITY OF BACOR

By:

HON. STRIKE B. REVILLA
City Mayor

SIGNED IN THE PRESENCE OF

LEONOR S. LEE
Acting Branch Operations Officer - Imus Branch

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		

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 ___ 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.

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

NOTARY PUBLIC

LEONOR S. LEE
Branch Operation Officer – LANDBANK

SUSAN C. RILLERA
Department Manager – LANDBANK

EDITH C. NAVALAN
City Treasurer

HON. STRIKE B. REVILLA
City Mayor