



Republic of the Philippines
Province of Davao del Norte
Municipality of Braulio E. Dujali
-oOo-
BEFORE THE SANGGUNIANG BAYAN

EXCERPT FROM THE MINUTES OF THE 38TH REGULAR SESSION OF THE 8TH SANGGUNIANG BAYAN OF BRAULIO E. DUJALI, DAVAO DEL NORTE AND HELD AT THE SANGGUNIANG BAYAN SESSION HALL ON OCTOBER 2, 2017.

PRESENT:

HON. DONNA MAE B. BERNADAS, ED.D.	- Vice Mayor & Presiding Officer
HON. GREGORIO S. FACULA, MDMG	- Sangguniang Bayan Member
HON. MELFAR C. AGUILUZ	- Sangguniang Bayan Member
HON. ATTY. YASMIN V. CAMPION, REA, REB	- Sangguniang Bayan Member
HON. ADHEM F. FUNA	- Sangguniang Bayan Member
HON. RICKY T. DELCO	- Sangguniang Bayan Member
HON. NELSON C. BAER, RA	- Sangguniang Bayan Member
HON. ANNA C. CAGULADA	- Sangguniang Bayan Member
HON. ANGELITO P. ORILLOSA	- ABC Pres./Ex-Officio Member
HON. FRANCISCO D. BUCADON	- IPMR/Ex-Officio Member

ON OFFICIAL BUSINESS:

NONE

ABSENT:

NONE

RESOLUTION NO. 2017-165

Sponsor: Hon. Ricky T. Delco

Co-Sponsors: Hon. Melfar C. Aguiluz, Hon. Francisco D. Bucadon, Hon. Yasmin V. Campion, Hon. Anna C. Cagulada, Hon. Gregorio S. Facula, Hon. Adhem F. Funa, Hon. Nelson C. Baer, Hon. Angelito P. Orillosa

GIVING AUTHORITY TO ATTY. LEAH MARIE MORAL-ROMANO, MUNICIPAL MAYOR TO SIGN IN THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE LOCAL GOVERNMENT UNIT OF BRAULIO E. DUJALI AND THE LAND BANK OF THE PHILIPPINES, REPRESENTED BY ITS PANABO BRANCH HEAD, DM MARY MYLENE A. CAUBANG, IN CONNECTION WITH THE ESTABLISHMENT OF ONE (1) UNIT ATM BOOTH IN THE MUNICIPAL BUILDING OF THE MUNICIPALITY OF BRAULIO E. DUJALI, DAVAO DEL NORTE

WHEREAS, letter dated September 15, 2017 of Atty. Leah Marie Moral-Romano, Municipal Mayor, addressed to Hon. Donna Mae B. Bernadas, Ed.D, Municipal Vice Mayor thru the Sangguniang Bayan, requesting to adopt a resolution giving authority to the Local Chief Executive on behalf of this Local Government Unit to enter into Memorandum of Agreement by and between this Local Government Unit and the Land Bank of the Philippines, represented by its Panabo Branch Head, DM Mary Mylene A. Caubang, in connection with the establishment of one (1) unit ATM Booth in the municipal hall building of this municipality;

WHEREAS, this matter was referred jointly to the Committee on Public Works/Utilities and Facilities and Committee on Legal Matters for scrutiny and perusal;

WHEREAS, during the joint-committee hearing conducted for the said purpose this body moved to give authority to Atty. Leah Marie Moral-Romano, Municipal Mayor to sign in the Memorandum of Agreement by and between the Local Government Unit of Braulio E. Dujali and the Land Bank of the Philippines, represented by its Panabo Branch Head, DM Mary Mylene A. Caubang in connection with the establishment of One (1) Unit ATM Booth in the Municipal Building of the Municipality of Braulio E. Dujali, Davao del Norte;

WHEREFORE, on motion of Hon. Ricky T. Delco and duly seconded by all members present, it is hereby;

RESOLVED TO GIVE AUTHORITY AS THIS BODY HEREBY GIVES AUTHORITY TO ATTY. LEAH MARIE MORAL-ROMANO, MUNICIPAL MAYOR TO SIGN IN THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE LOCAL GOVERNMENT UNIT OF BRAULIO E. DUJALI AND THE LAND BANK OF THE PHILIPPINES, REPRESENTED BY ITS PANABO BRANCH HEAD, DM MARY MYLENE A. CAUBANG, IN CONNECTION WITH THE ESTABLISHMENT OF ONE (1) UNIT ATM BOOTH IN THE MUNICIPAL BUILDING OF THE MUNICIPALITY OF BRAULIO E. DUJALI, DAVAO DEL NORTE, CONTENTS OF SAID MEMORANDUM OF AGREEMENT SHALL BE AS FOLLOWS;

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into by and between:

LANDBANK OF THE PHILIPPINES, a government financial institution duly organized and existing under and by virtue of R.A. 3844, as amended, with principal office at 1598 M.H. del Pilar corner Dr. J. Quintos Streets, Malate, Manila, represented in this Act by its **President and CEO, ALEX V. BUENAVENTURA** and further represented by its **Panabo Branch Head, DM MARY MYLENE A. CAUBANG**, hereinafter referred to as "**LANDBANK**",

- and -

MUNICIPAL GOVERNMENT OF BRAULIO DUJALI, a government institution created and existing within the territory and jurisdiction of the Republic of the Philippines, with principal office at **Braulio Dujali, Davao del Norte** and represented in this Act by its **Municipal Mayor, HON. LEAH MARIE MORAL-ROMANO** duly authorized for this purpose, hereinafter referred to as the "**LGU-BRAULIO DUJALI**", by virtue of Board Resolution No.

WITNESSETH, that:

LGU-BRAULIO DUJALI has allowed **LANDBANK** the use of a two (2) square meters portion of its space at the Municipal Hall, Braulio Dujali, Davao del Norte for the establishment of One (1) Unit ATM Booth.

LANDBANK has committed to **LGU-BRAULIO DUJALI** to establish an off-site ATM Booth and provide and install a Lobby Type ATM.

The installation of the off-site ATM is subject to the following terms and conditions:

1. **LGU-BRAULIO DUJALI** will make available a two (2) square meters space, more or less, where **LANDBANK** ATM will be installed as shown in the sketch plan marked Annex "A" hereof;
2. **LANDBANK** shall use the space for free provided by **LGU-BRAULIO DUJALI** for the entire term of the facility;
3. **LANDBANK** shall use the space exclusively for the ATM and not for any other purposes without the prior written consent of **LGU-BRAULIO DUJALI**;
4. **LANDBANK** shall shoulder the cost of the installation of the ATM and the renovation of the space where it (ATM) will be installed;
5. **LGU-BRAULIO DUJALI** shall allow the electric installation for the ATM unit on its premises;
6. **LGU-BRAULIO DUJALI** shall allow the installation of data line/communication line to be connected to the ATM unit and any charge or billing therefore shall be for the account of **LANDBANK**;
7. **LGU-BRAULIO DUJALI** and **LANDBANK** shall be held free from any liability arising from the exercise of their rights and obligations under this Agreement except when such liability is attributable to the gross negligence or willful misconduct of a party or any of its officers/representatives or employees;
8. **Cost** of electrical consumption shall be charged to **LGU-BRAULIO DUJALI**;
9. **Loss** or damage to the ATM unit installed shall be investigated by **LANDBANK** in coordination with **LGU-BRAULIO DUJALI** and if warranted appropriate civil or criminal case shall be filed against the person responsible;
10. This Agreement shall be for a period of five (5) years to start **from** actual occupancy of the premises, renewable for another five (5), unless sooner terminated by either party. In case of pre-termination, a written notice shall be served to the other party at least sixty (60) days prior to termination;
11. **LGU-BRAULIO DUJALI** shall have the preference in choosing the location of the ATM machine. Likewise, **LGU-BRAULIO DUJALI** shall have the right to relocate the ATM machine in case it will need the present space occupied by the ATM Machine;
12. Any amendment to this agreement may be agreed by the parties which shall become part hereof.

In the event the facts and/or circumstances arise or are discovered rendering the contract disadvantageous to the government or that the same

is not socially acceptable, the parties hereto, agree to immediately renegotiate its terms and conditions, or at the option of **LGU-BRAULIO DUJALI** terminate the same.

IN WITNESS WHEREOF, the parties hereunto affix their signature this _____ day of _____, 2017, in _____, Philippines.

**MUNICIPAL GOVERNMENT OF
BRAULIO DUJALI**

**LANDBANK OF THE
PHILIPPINES**

By:

By:

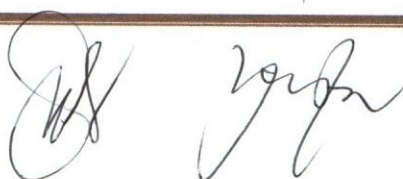
**HON. LEAH MARIE MORAL-
ROMANO**
Municipal Mayor

DM MARY MYLENE A. CAUBANG
Head, Panabo Branch

Signed in the presence of:

RANNIE D. LOZADA
Municipal Treasurer

JO-ANNE B. LEPARDO
BSO - LANDBANK



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) s.s.

BEFORE ME, A Notary Public for and in the
_____, this _____ day of _____,
2017, personally appeared the following:

Name ID No. Date and Place of Issue

FOR LANDBANK:

DM MARY MYLENE A. ID No. LANDBANK Manila
CAUBANG _____

known to me and to me known to be same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as of the entities they respectively represent.

This instrument consists of four (4) pages, including this page whereon this Acknowledgement is written and signed by the parties and witnesses on each and every page thereof.

WITNESS MY HAND SEAL this _____ day of _____, 2017, at
_____, Philippines.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2017.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

City of Cagayan de Oro) s.s.

BEFORE ME, A Notary Public for and in the
this day of
, 2017, personally appeared the following:

Name	ID No.	Date and Place of Issue
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FOR LGU-BRAULIO DUJALI:

HON. LEAH MARIE MORAL- ROMANO	ID No.	
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known to me and to me known to be same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as of the entities they respectively represent.

This instrument consists of five (5) pages, including this page whereon this Acknowledgement is written and signed by the parties and witnesses on each and every page thereof.

WITNESS MY HAND SEAL this day of , 2017, at
, Philippines.

NOTARY PUBLIC

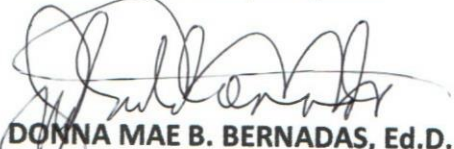
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Page No. ;
Book No. ;
Series of 2017.

CARRIED.

I HEREBY CERTIFY to the correctness of the foregoing resolution.


JULIET EVANGELISTA-DAANTON
Secretary to the Sanggunian
(MGDH I)

Attested to be duly adopted:


DONNA MAE B. BERNADAS, Ed.D.
Vice Mayor & Presiding Officer