



Republic of the Philippines  
**PROVINCE OF LEYTE**  
Palo, Leyte

Item No.: 34  
Date: 21 2026 JAN



**OFFICE OF THE PROVINCIAL TREASURER**

January 19, 2026

**THE SANGGUNIANG PANLALAWIGAN**  
Province of Leyte

**Sangguniang Panlalawigan**  
Province of Leyte  
**RECEIVED**

**THRU: LEONARDO M. JAVIER, JR.**  
Provincial Vice Governor

Date: JAN 20 2026  
By: [Signature]

**Subject: Request for Resolution to sign and enter into a Memorandum of Agreement with the Development Bank of the Philippines (DBP) in connection with the installation of Automated Telling Machines (ATM)**

Dear Sirs/Mesdames:

We would like to request for a Resolution authorizing **Governor Carlos Jericho L. Petilla** to sign and enter into a Memorandum of Agreement (MOA) with the Development Bank of the Philippines (DBP), Tacloban Branch in connection with the installation of Automated Telling Machines due to expiration of the previous MOA.

I hope that this request will merit your most favorable response.

Thank you very much.

Very truly yours,

*[Signature]*  
**RUTH Y. SURPIA**  
Provincial Treasurer

Approved:

*[Signature]*  
**CARLOS JERICHO L. PETILLA**  
Governor



-oOo-

**OFFICE OF THE SANGGUNIANG PANLALAWIGAN**

**EXCERPTS FROM THE MINUTES OF THE 63<sup>rd</sup> REGULAR SESSION OF THE SANGGUNIANG PANLALAWIGAN OF LEYTE CONDUCTED AT THE SESSION HALL, LEGISLATIVE BLDG., CAPITOL GROUNDS, TAGLOBAN CITY ON 11 DECEMBER 2017.**

**PRESENT:**

- Hon. Florante A. Cayunda, Jr. - Floor Leader, Temporary Presiding Officer
- Hon. Niccolo J. Villasin - First Deputy Floor Leader
- Hon. Mesias P. Arevalo - Second Deputy Floor Leader
- Hon. Gina E. Merilo - Sangguniang Panlalawigan Member
- Hon. Manuel Vicente M. Torres - Sangguniang Panlalawigan Member
- Hon. Ranulfo S. Abellanosa - Sangguniang Panlalawigan Member
- Hon. Ma. Corazon E. Remandaban - Sangguniang Panlalawigan Member
- Hon. Trinidad G. Apostol - Sangguniang Panlalawigan Member
- Hon. Emmanuel L. Gacis - Sangguniang Panlalawigan Member
- Hon. Wilson S. Uy - Ex-Officio Sangguniang Panlalawigan Member/PCL President
- Hon. Nolie C. Caña - Ex-Officio Sangguniang Panlalawigan Member/LnBP Provl. President

**ABSENT:**

- Hon. Carlo P. Loreto - Vice-Governor (On Official Business in Manila)
- Hon. Alan P. Ang - Sangguniang Panlalawigan Member (On Official Business in the Third District of Leyte)

**RESOLUTION NO. 2017-744-A**

**A RESOLUTION AUTHORIZING HONORABLE LEOPOLDO DOMINICO L. PETILLA, GOVERNOR, TO SIGN AND ENTER INTO, FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF LEYTE, A MEMORANDUM OF AGREEMENT WITH THE DEVELOPMENT BANK OF THE PHILIPPINES (DBP), IN CONNECTION WITH THE INSTALLATION OF AUTOMATED TELLERING MACHINES (ATM).**

WHEREAS, the August Body, per Resolution No. 2017-744 dated December 11, 2017, authorized Honorable Leopoldo Dominico L. Petilla, Governor, to sign and enter into, for and in behalf of the Provincial Government of Leyte, a Payroll Servicing Agreement with the Development Bank of the Philippines (DBP), Tacloban Branch, Tacloban city, in connection with the opening of ATM payroll savings account for its officials and employees of the Province;

WHEREAS, the Province recognizes the need for ATM facility to service the requirements of its Provincial Officials and Employees, clients, visitors and other cardholders;

GOVERNOR: [Signature]  
SANGGUNIANG PANLALAWIGAN: [Signature]

**GOVERNOR LEOPOLDO DOMINICO L. PETILLA TO  
SIGN AND ENTER INTO A MEMORANDUM OF AGREEMENT  
WITH DEVELOPMENT BANK OF THE PHILIPPINES ON  
THE INSTALLATION OF ATM MACHINES**

WHEREAS, submitted to this August Body on December 6, 2017 is a Letter-Request dated December 5, 2017 of Honorable Leopoldo Dominico L. Petilla, Governor, for authority to sign and enter into a **Memorandum of Agreement** with Development Bank of the Philippines (DBP), Tacloban Branch, Tacloban City in connection with the installation of Automated Telling Machines (ATM) in a designated area/premises at the Leyte Provincial Capitol Building, Tacloban City, Leyte Provincial Hospital/LAC, Ormoc District Hospital and Baybay District Hospital;

WHEREAS, pursuant to Section 22 (c) of the Local Government Coder of 1991: "Unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the Sanggunian concerned. A legible copy of such contract shall be posted at a conspicuous place in the provincial capitol or the city, municipal or barangay hall;"

WHEREAS, the August Body, upon careful review and evaluation, finds the subject Agreement not contrary to law;

NOW, THEREFORE, on motion presented by Honorable Ranulfo S. Abellanosa, duly seconded by Honorable Ma. Corazon E. Remandaban and Honorable Wilson S. Uy, be it

RESOLVED, as it is hereby resolved, **TO AUTHORIZE HONORABLE LEOPOLDO DOMINICO L. PETILLA, GOVERNOR, TO SIGN AND ENTER INTO, FOR AND IN BEHALF OF THE PROVINCIAL GOVERNMENT OF LEYTE, A MEMORANDUM OF AGREEMENT WITH THE DEVELOPMENT BANK OF THE PHILIPPINES (DBP), IN CONNECTION WITH THE INSTALLATION OF AUTOMATED TELLERING MACHINES (ATM) IN DESIGNATED AREAS/PREMISES AT THE LEYTE PROVINCIAL CAPITOL BUILDING, TACLOBAN CITY, LEYTE PROVINCIAL HOSPITAL/LAC, ORMOC DISTRICT HOSPITAL AND BAYBAY DISTRICT HOSPITAL.**

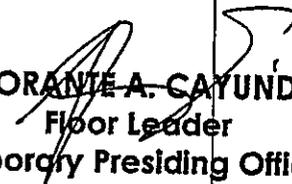
Approved unanimously.

I HEREBY CERTIFY to the correctness of the foregoing resolution.

  
**ANDRE S. SANICO**

Provl. Govt. Asst. Dept. Head  
Temporary Secretary to the Sanggunian

**ATTESTED:**

  
**ATTY. FLORANTE A. CAYUNDA, JR.**  
Floor Leader  
Temporary Presiding Officer

Copy Furnished:

1. Hon. Leopoldo Dominico L. Petilla  
Governor, Province of Leyte

## MEMORANDUM OF AGREEMENT

This AGREEMENT made and executed by and between:

**LGU-PROVINCE OF LEYTE**, a Local Government Unit operating in accordance with Philippine law, represented in this instance by **HON. LEOPOLDO DOMINICO L. PETILLA**, Provincial Governor, hereinafter referred to as the "LGU".

- And -

**DEVELOPMENT BANK OF THE PHILIPPINES**, a government financial institution created and operating pursuant to the provisions of Executive Order No. 81 dated December 3, 1986, otherwise known as the 1986 Revised Charter of the Development Bank of the Philippines, as amended by RA 8523 dated February 14, 1998, with principal office at Sen. Gil J. Puyat Avenue corner Makati Avenue, Makati City, Philippines, and a Branch Office at Tacloban City, Philippines, represented herein by **SAVP MA. OFELIA V. TESORIO**, in his capacity as Head, DBP -Regional Management Center-EV, hereinafter referred to as "DBP";

(Each a "Party", and collectively the "Parties")

### WITNESSETH THAT:

WHEREAS, DBP, in its desire to reach out to clients, has launched a program aimed at bringing closer its products and services to those who need them, in particular, the **AUTOMATED TELLERING MACHINES (ATM)**;

WHEREAS, LGU recognizes the need for ATM facility to service the requirements of its Provincial officials & employees, clients, visitors and other cardholders;

WHEREAS, DBP and LGU, mutually acknowledge the said need for an ATM facility, and have therefore agreed herein to the installation of ATM at the Leyte Provincial Capitol Building, Leyte Provincial Hospital/LAC, Ormoc District Hospital, Baybay District and Abuyog/Hilongos District Hospital premises;

NOW THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions hereinafter set forth, the Parties have mutually agreed as follows:

### ARTICLE I. GENERAL TERMS & CONDITIONS

1. This Agreement shall be for a period of one (1) year effective upon actual occupancy by DBP of the premises and shall be renewable for such terms and conditions mutually agreeable by both parties. This Agreement may be pre-terminated for any lawful cause upon ninety (90) days prior written notice to the other Party, without prejudice, however, to any rights or obligations of the Parties which have accrued prior to the termination based on prior breach, performance, or operation of this Agreement.
2. LGU shall allow DBP to occupy a portion of the abovementioned premises suitable to the requirements for the installation of said ATM units. The designated area shall be made available solely for the exclusive use of DBP, in accordance with the purpose for which this Agreement is entered into, for twenty four (24) hours a day, seven (7) days a week on a best effort basis, barring unforeseen events beyond its control and subject to Provincial Capitol and district Hospital security rules.

## ARTICLE II. OBLIGATIONS OF DBP

1. DBP shall utilize the space exclusively for the operation of its ATM unit and shall not be used for any other purpose without the prior written consent of LGU.
2. DBP shall install its signage and logo in the ATM premises.
3. The maintenance and servicing of the ATM unit shall be conducted by the DBP.
4. DBP shall not make any major structural changes, alterations and additions in the ATM premises without the prior written consent of LGU. However, all permanent and immovable improvements made with the consent of LGU shall belong to LGU upon termination of this Agreement and without any obligation on the part of LGU to reimburse DBP for the cost of such improvements.
5. DBP shall shoulder the cost of the following:
  - a. ATM unit/s
  - b. Delivery and installation of the ATM unit
  - c. Uninterruptible power supply (UPS)
  - d. ATM consumables or supplies (journal tapes, transaction receipts, printer's ribbons, journal printer, should the latter be necessary)
  - e. Installation of data line/communication line to be connected to the ATM units
  - f. Monthly fee of P1,000 per unit for miscellaneous expenses of LGU
6. DBP agrees to surrender the designated area where the ATM is to be installed to LGU within fifteen (15) days upon termination of this Agreement without defacing the premises (except as regards to any reasonable wear and tear and/or damage caused by the removal of the ATM unit/s) without delay or whatsoever, devoid of all articles and effects of ATM/s

## ARTICLE III. OBLIGATIONS OF LGU

1. LGU agrees to maintain the cleanliness of the area.
2. LGU shall allow the installation of electrical and other technical connection for the ATM unit/s in its premises.
3. LGU shall provide the ATM premises the required lighting facilities and electrical outlets for the ATMs or allow continued use by DBP of the existing lighting facilities and electrical outlets for ATM.
4. It shall be the duty of LGU to make the necessary major repairs in order to keep the ATM premises suitable to the purpose for which this Agreement is executed, except when such major repairs are the result of negligence of DBP or its employees or agents in which case, the repairs shall be at the expense of DBP. However, should LGU fail within a reasonable time from notification to undertake such major repairs, DBP may cause the repair of the same at the expense of LGU.
5. LGU shall allow DBP to implement security measures to safeguard the ATM premises in the following manner:
  - a. Bolt the ATM to the floor, however, upon termination of this agreement, DBP shall restore the floor to its original condition.
  - b. During servicing, loading and unloading of cash to the ATM, only authorized personnel of DBP shall be allowed inside or near the ATM premises.
  - c. During servicing, loading and unloading of cash to the ATM, a DBP armored/service vehicle shall be parked in a space which is safe and closest to the ATM.

**ARTICLE IV. MISCELLANEOUS**

1. All other improvements introduced by DBP which include the ATMs, UPS circuit breaker, signage, etc, as well as any and all accessories thereof shall remain the property of DBP and shall be removed upon expiration or termination of this Agreement, provided that all said renovation and improvements shall be subject to the written approval of the LGU, provided further that any and all damages caused by reason of the removal shall be repaired at the expense of DBP.
2. Taxes and permits on the installation of the ATM, signboards, advertising equipment and the like, if any, shall be for the sole account of DBP.
3. Both Parties shall be held free from 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. However, the LGU shall not be liable for damages/ losses of the property of the DBP or of its clients and customers inside the Provincial Capitol and District Hospital premises.
4. All disputes, controversies, or differences which may arise between the Parties hereto out of, or in connection with, this Agreement, or for breach of any provision hereof, which cannot be resolved by the herein contracting Parties, shall be settled through Arbitration in accordance with Republic Act 876, as amended by Republic Act no. 9285, otherwise known as the Arbitration Law. The venue for Arbitration shall be in Tacloban City.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have signed this Agreement on the \_\_\_\_ day of \_\_\_\_\_ 2017 at Tacloban City, Leyte, Philippines.

**DEVELOPMENT BANK OF THE PHILIPPINES**

**LGU-PROVINCE OF LEYTE**

By:

By:

*Subteniente*  
SAVP MA. OFELIA V. TESORIO  
Head, DBP BMC-EV  
d.

*[Signature]*  
HON. LEOPOLDO DOMINICO L. PETILLA  
Provincial Governor

SIGNED IN THE PRESENCE OF:

*[Signature]*  
PAUL A. MATIENZO

*[Signature]*  
GERARDO A. AVORQUE

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of Tacloban City ) S.S.

Before me, a Notary Public for and in the City of \_\_\_\_\_ personally appeared:

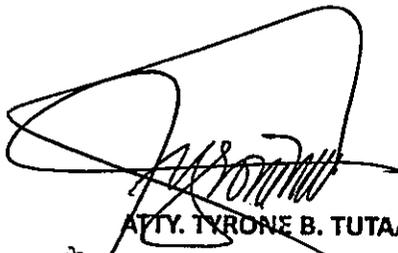
NAME	COMPETENT EVIDENCE OF IDENTITY	DATE AND PLACE ISSUED
HON. LEOPOLDO D.L. RETILLA	LGU ID PGO-001	July 01, 2013

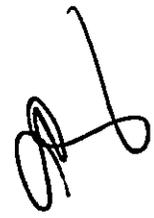
Known to me to be the same person/s who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is/are his/their free act and deed and the voluntary act and deed of the government entity/corporation they represent.

This instrument consisting of \_\_\_\_\_ pages, including the page on which this Acknowledgement is written has been signed by the parties and their witnesses on each and every page thereof and sealed with my notarial seal on the date and place first above written.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of FEB 20 2018 2017 at Tacloban City, Leyte, Philippines.

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Page No. 72  
Book No. 1  
Series of 2018

  
**ATTY. TYRONE B. TUTAAN**  
NC No. 2017-01-03 for Tacloban City  
Until Dec. 31, 2018  
MB Yu Bldg. Real St., Tacloban City  
IBP OR No: 1067447/Leyte  
PTR OR No: 14313068/Leyte



**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of Tacloban City ) S.S.

Before me, a Notary Public for and in the City of Tacloban, personally appeared:

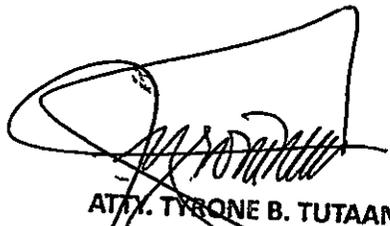
NAME	COMPETENT EVIDENCE OF IDENTITY	DATE AND PLACE ISSUED
MA. OFELIA V. TESORIO	DBP ID	Makati City

Known to me to be the same person/s who executed the foregoing Memorandum of Agreement and acknowledged to me that the same is/are his/their free act and deed and the voluntary act and deed of the government entity/corporation they represent.

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Series of 2018



**ATTY. TYRONE B. TUTAAN**

MC No. 2017-01-03 for Tacloban City

Until Dec. 31, 2018

MB Yu Bldg. Real St., Tacloban City

IBP OR No: 1067447/Leyte

PTR OR No: 1431306B/Leyte

