

Republic of the Philippines
Province of Davao del Norte
CITY OF TAGUM

BEFORE THE 4TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 90th REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON APRIL 20, 2009 AT THE SP SESSION HALL.

PRESENT:

Hon. ALLAN L. RELLON, MPA,	City Vice Mayor (Presiding Officer)
Hon. MARIA LINA F. BAURA,	Member
Hon. ROBERT L. SO,	Member
Hon. DE CARLO L. UY,	Member
Hon. RAYMOND JOEY D. MILLAN,	Member
Hon. VICENTE C. ELIOT, SR.,	Member
Hon. JOEDEL T. CAASI,	Member
Hon. ALAN D. ZULUETA,	Member
Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member
Hon. REYNALDO T. SALVE,	Member
Hon. FRANCISCO C. REMITAR,	Member
Hon. CYRIL LEONARD L. MURING,	Member (SKF Representative)

ON OFFICIAL BUSINESS:

Hon. ALFREDO R. PAGDILAO,	Member	(ABC Representative)
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RESOLUTION NO. 730, S-2009

A RESOLUTION AUTHORIZING HONORABLE MAYOR REY T. UY OF THE CITY GOVERNMENT OF TAGUM TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF TOURISM REGION XI FOR THE IMPLEMENTATION OF K'GAN CULTURAL VILLAGE PROJECT IN TAGUM CITY.

WHEREAS, the promotion of local tourism and cultural affairs is in line with the thrusts of the City Government of Tagum through its present administration;

WHEREAS, the City Government will undertake a major project on the preservation of the Kalagan culture and traditions and its corresponding livelihood components which is a part of the eco-cultural tourism program of the City of Tagum;

WHEREAS, the project entitles **K'gan Cultural Village**, an IP-based community designed integrated-area development intervention that improves the quality of life of the K'gan villagers and reinvigorate its cultural integrity residing in Tagum City within the Davao region, that exhibit high potentials for the establishment and development of a sustainable community-based cultural-tourism program;

WHEREAS, the Department of Tourism Region XI will extend financial assistance in form of a Grant to the City Government of Tagum in support of the said project;

NOW THEREFORE, BE IT RESOLVED by the Sangguniang Panlungsod of Tagum to authorize Honorable Mayor Rey T. Uy of the City Government of Tagum to enter into and sign a Memorandum of Agreement with the Department of Tourism Region XI for the implementation of K'gan Cultural Village project in Tagum City.

RESOLVED FURTHER, that the full text of the Memorandum of Agreement shall read as follows:

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT, made and entered into in Tagum City, this ____ day of April, 2009, by and between:

The Department of Tourism Region XI represented herein by **Sonia V. Garcia**, Regional Director and hereinafter referred to as the **PROJECT HOLDER**

and

The Local Government Unit of the City of Tagum, represented herein by the Local Chief Executive, Honorable Mayor **Rey T. Uy**, and hereinafter referred to as the **Project Partner**

Witnesseth:

WHEREAS, the Department of Tourism is mandated to initiate programs and project towards the promotion of the Tourism Industry in the country with the end view of generating jobs and expanding investments in the Tourism-related sectors;

WHEREAS, one of the responsibilities of the Department is to initiate the development of new Tourism Products in the Regions, such as but not limited to the establishment and enhancement of culture-tourism destinations;

WHEREAS, the Department of Tourism, is implementing the Cultural Village Project, designed as an integrated-area development intervention to improve the quality of life and reinvigorate the cultural integrity of the K'gan Communities residing in Tagum City that exhibit high potentials for the establishment and development of a sustainable community-based cultural-tourism program;

WHEREAS, the Department of Tourism adopts an integrated strategy for the development of Indigenous Peoples Communities that stems from community-based initiatives and is grounded on the partnership and cooperation between relevant players – the Line Agencies, Local Government Units, Non-Government Organizations, Peoples' Organizations and others;

WHEREAS, under this program, the Department of Tourism implements the interfacing components of the Cultural Village Project to include: *a) Enrichment of the IP Schools of Living Traditions; b) Development and protection of the fragile ecosystems; c) Construction and installation of physical and cultural infrastructures; d) Establishment of learning site for Natural Resource Management Projects; e) Development and expansion of culture-focused alternative livelihood projects and creative enterprises; and f) Capability-building and IP Tribal Council strengthening;*

WHEREAS, the Local Government Unit of Tagum City envisions the attainment of self-propelling and self-reliant IP communities whose development is founded on equity, ecological sustainability, gender fairness, respect for Indigenous People's Rights and Culture, and the economic, socio-cultural and political empowerment of the marginalized sectors most especially the vulnerable Indigenous communities in the Province;

WHEREAS, the mission and the objectives of Department of Tourism and the Local Government Unit of Tagum City complement with their respective mandates and programs in bringing about poverty alleviation and respond to the misery and suffering of the coastal poor and Indigenous Peoples;

WHEREAS, the Local Government Unit of Tagum City and the Department of Tourism expressly recognize and acknowledge the desirability of implementing the Cultural Village Project by specifying their respective duties and obligations in that regard so as to ensure the complete success of the program;

ARTICLE I
Definition of Terms

1.1 Memorandum of Agreement

Refers to this instrument entered into between the **PROJECT HOLDER** and the **PROJECT PARTNER**.

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1.2 Local Government Unit (LGU)

Refers to a duly recognized and autonomous Unit of Government created under Philippine Laws and is committed to the task of socio-economic development of its area of jurisdiction and established primarily for the delivery of government support-services to its constituents.

1.3 City of Tagum Tourism Council

Refers to the implementing organization that manages and develops the arts and culture programs of the City Government of Tagum in which the eco-cultural and indigenous tourism undertakings situated in the K'gan community is a part; and/or a non-government organization headed by the duly incumbent Council Chairperson that established to protect and advance the interest and specific causes of the members of the K'gan Community.

1.4 Cultural Village Project

Refers to the specific Culture-Tourism Project being implemented in selected IP and Muslim communities with the end view of enhancing the diversified cultural-tourism destinations in Davao Region and recognizing the crucial roles of the Indigenous Peoples and Muslim communities in advancing the tourism development of the region.

1.5 Terms of Reference (TOR)

This refers to the scope of work or services which the Department of Tourism and the Partners will perform as well as the Policies and Guidelines governing the performance of the services, and forms part of this Memorandum of Agreement, as set forth in ANNEX A.

1.6 Services

Refers to the totality of acts and tasks which will be performed by the Project Partner to assist the implementation of the Cultural Village Project in accordance with the Terms of Reference (ANNEX A).

1.7 Cultural Village Project Implementation Matrix

Refers to the basic document that spells out the nature, processes, procedures and other guidelines to guide the implementation of the Project and under this MOA as stipulated in the Project Implementation Matrix and attached herein as ANNEX B.

1.8 The FUND

Refers to the funds entrusted the Project Partner to be utilized in the implementation of the Cultural Village Project which is intended to support livelihood projects, capital formation for sustainable enterprises, capability building activities, mobilization expense and the establishment of cultural infrastructures in the identified sites. The FUND HOLDER shall allow the Project Partner to exclusively use the Fund to support the projects of the IP community associations or Indigenous Peoples Organizations for the specific period set forth in this agreement.

1.9 Beneficiary

Refers to the K'gan communities or any of its sectors which is the recipient of the result of the development efforts of the Fund Holder and the Project Partner.

ARTICLE II **Undertaking of the Department of Tourism as FUND HOLDER**

The **FUND HOLDER** shall:

- 2.1 Enter into an agreement with the Project Partner after proper verification and validation of the Project Sites and Required Documents and FPIC statements;

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RESOLUTION NO. 730, s-2009, cont'd:

- 2.2 Finalize the Project Logical Framework and develop standards in the implementation of the Project and of the accomplishment and/or performance at the end of the engagement;
- 2.3. Work with the Project Partner or through its duly appointed Point-Person in the formulation of the Site-specific Project Implementation Plan and Strategy based upon the provisions of this MOA, the Terms of Reference, the Project Guidelines as requisite to firming up of engagement;
- 2.4 Invite the Project Partner, or its duly appointed Officer, as member of the Regional Project Steering Committee to attend periodic meetings for the purpose of formulating, reviewing or assessing internal Policies and Guidelines in connection with the implementation of the Cultural Village Project being supported by the FUND;
- 2.5 Release the FUND in the amount of Four Hundred Thousand Pesos (P400,000.00) and record it as Cash Fund entrusted to the Project Partner, solely intended for the implementation of the Cultural Village Project.
- 2.6 The assistance shall be released as follows;

15% (or P60,000.00) upon approval and signing of the MOA as the first tranche; and

Regular replenishment of the FUND upon receipt of documents stating the full utilization of the first tranche until the total amount of the FUND is fully released to the PROJECT PARTNER;
- 2.7 Set-up a Project Management Office at the Regional Level to coordinate the Project implementation, develop the Capability-Building Curriculum and Training Design, Conduct Provincial-level Training for IP Beneficiaries and Partners and implement the Project Monitoring and Evaluation activities of the Project;
- 2.8 Require monthly and quarterly financial status reports from the Project Partner's appointed Point-Person concerning the fund utilization;
- 2.9 Monitor and inspect the project implementation and verify financial records and reports of the in accordance with the Monitoring and Evaluation (M&E) system which shall be established;
- 2.10 Involve the Project Partner in the assessment of the outcomes, output and/or impact of the Project;
- 2.11 Entrust the Project Partner on the FUND allocation and ask the Project Partner to return the amount of the un-utilized FUND upon the termination of the agreement;
- 2.12 Require the Point-Person appointed by the Project Partner to submit a Final Report according to prescribed format and content covering the activities and operations of the specific time coverage of the engagement and a duly audited financial report, based on the acceptable government standards and procedures.

ARTICLE III

Undertaking of the Project Partner

The **Project Partner** shall:

- 2.1 Serve as the Major Partner in the implementation of the Cultural Village Project and in the attainment of its desired outcomes and outputs;
- 2.2 Act as conduit for the Release of the Project Fund from the Department of Tourism to the Indigenous Peoples' Organization or the identified Tribal Council, who are the target beneficiaries of the Cultural Village Project;

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RESOLUTION NO. 730, s-2009, cont'd:

- 2.3 Provide support and counterpart funds for the successful implementation of the Cultural Village Project;
- 2.4 Make available the FUND for the Alternative Livelihood, Capability-building, Mobilization and Community Infrastructure Projects, which will be initiated and managed by the intended beneficiaries;
- 2.5 Keep and maintain separate current account and subsidiary records for the FUND received;
- 2.6 Render counterpart in the form of services --- such as use of office space, use of equipments, which shall be used in the Project Implementation;
- 2.7 Appoints a representative to the Regional Steering Committee who shall review and approve the Project Work Plan and Budget as well as provide oversight functions in the project implementation;
- 2.8 Seek the support and assistance of the National Line Agencies for the implementation of the various project components;
- 2.9 Execute a Memorandum of Agreement with the City of Tagum Tourism Council that shall represent the K'gan community of Nabintad, Barangay Madaum, stipulating their roles and responsibilities as co-partners of the Cultural Village Project;
- 2.10 Issue an Executive Order towards the organization of an Area-based Project Development Team (PDT) which will be principally engaged in the project implementation phase, according to the annexed Project Guidelines and Planning Matrix;
- 2.11 Require the Project Implementation Team (PDT) to:
 - *Formulate the necessary Internal Policies and Guidelines in the implementation of the Project in accordance to the provisions of this MOA, the Terms of Reference, and the Project Implementation Guidelines duly agreed upon by both parties;*
 - *Submit a Project Implementation Plan and Strategy duly formulated at the beginning of the engagement. The PIP&S is attached herein as Appendix C;*
 - *Furnish the Department of Tourism the required monthly financial status reports and assess the outcome, output and/or impact of the project;*
 - *Submit a terminal report concerning the operations of the Project during the period of the engagement.*

ARTICLE IV
Services

4.1 The Services

Under this Memorandum of Agreement, the Project Partner shall provide services to the K'gan communities in the identified Project Site at Nabintad, Barangay Madaum, Tagum City in the spirit of partnership engagement and in accordance with the Terms of Reference (Appendix A) and the Project Guidelines / Process (Appendix B).

4.02 Commencement Date

The Project Partner will commence the services upon receipt of Notice to Proceed from the FUND HOLDER. The fund shall be released within fifteen (15) days or earlier, after the issuance of Notice to Proceed.

ARTICLE V General Provisions

5.1 Revision of Project Guidelines and the Project Implementation Plan

- a. The approved Project Guidelines and the Project Implementation Plan is the Project Partner's expression of partnership engagement with the Department of Tourism;
- b. The **Project Partner** through the City of Tagum Tourism Council is required to report deviation from the program plans and request concurrence from **FUND HOLDER** to change the scope of the project and/or revise the policies governing the project;
- c. The Project Holder renders no obligation to reimburse the **Project Partner** for any costs incurred in excess of the total amount of the **FUND** as obligated under the MOA.

5.2 Non-Liability for Obligation of the Project Partner

The **FUND HOLDER** shall not be held responsible for the debts, liabilities or damages for any third party claims incurred by the **Project Partner** in the performance of the services, such as, but not limited to, procurement of supplies and materials, unpaid wages, taxes and other impositions as provided for by law.

5.3 Information

The **Project Partner** through the City of Tagum Tourism Council shall furnish the **FUND HOLDER** or its authorized representatives such information relating to the services and the project from time to time as the **FUND HOLDER** may reasonably request.

5.4 Non-Transferability of Agreement

The **Project Partner** shall not assign or transfer this instrument or any part thereof nor engage any independent organization or individual to perform any part of the agreed-upon services.

5.5 Proprietary Right of FUND HOLDER in Reports and Records

All reports and relevant data, as determined by the **FUND HOLDER**, such as business plans, statistics, Project data-base and supporting records or materials prepared in the course of the Services shall be owned by the Department of Tourism and the Project Partner. The partners shall deliver all these materials to the **FUND HOLDER** upon completion of this Agreement or as may be required by the **FUND HOLDER**. The Project Partner may, by request, retain a copy of such data.

5.6 Reporting

All Project reports are directly submitted to the Regional Director of the Department.

5.7 Suspension of GRANT

If any of the following events shall have happened and be continuing, the **FUND HOLDER** may within 30 days after the effective date of a written notice to the **Project Partner**, suspend in whole or in part, the transfer of funds due to the following circumstances under this Agreement:

- a. The DEPARTMENT OF BUDGET MANAGEMENT (DBM) or the Department of Tourism Central Office shall have suspended disbursements of the FUND;
- b. Whenever **FUND HOLDER** has determined that the Project Implementer has defaulted or materially failed to comply with the terms and conditions of the Agreement;

- c. Any other condition that arise which, in the reasonable opinion of the **FUND HOLDER** and **Project Partner**, interferes, or threatens to interfere, with the successful carrying out of the Project or the accomplishment of the purposes of the Agreement;
- d. Force Majeure
 - *If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Agreement, and if such party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the instability continues.*
 - *Neither party shall be liable to the other party for losses or damage sustained by such other party arising from any event referred to in this section or delays arising from such event.*
 - *The term force majeure, as employed herein shall mean acts of God, such as earthquakes, landslides, storm, lightning, floods, washouts. It shall also refer to strikes, lockouts or other industrial disturbance, acts of the public enemy, wars, blockades, insurrection, riots, civil disturbances, epidemics and other similar events, not within the control of either party and which by the exercise of due diligence, neither party is able to overcome.*

ARTICLE VI
Miscellaneous

6.1 Designation of Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement, may be taken or executed on behalf of the PROJECT PARTNER by its designated representative and on behalf of the FUND HOLDER by the Regional Director or any authorized representative of the Department of Tourism.

6.2 Notice or Request

Any notice or request required or permitted to be given or made under this Agreement shall be in writing in the English language. Such notice or request shall be deemed given or made when it shall have been duly received upon personal delivery, by registered mail, by cable or facsimile by the addressee-party.

6.3 Effectivity

This Agreement shall be effective upon receipt of the Notice to Proceed as indicated in Section 4.2 (Commencement Date) and shall be in force for the period of ONE YEAR from the receipt thereof (Notice to Proceed), except in the circumstances provided for in Sections 5.8.

IN WITNESS WHEREOF, the parties hereto have caused this partnership engagement to be signed by their respective representatives this ____ day of April 2009 at Tagum City, Philippines.

SONIA V. GARCIA
Regional Director
DOT XI

REY T. UY
City Mayor
LGU Tagum City

Signed in the presence of :
