

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

**BEFORE THE 5<sup>TH</sup> CITY COUNCIL**

**EXCERPT FROM THE MINUTES OF THE 36<sup>th</sup> REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON MARCH 21, 2011 AT THE SP SESSION HALL.**

**PRESENT:**

Hon. ALLAN L. RELLON, MPA,	City Vice Mayor (Presiding Officer)
Hon. DE CARLO L. UY,	Member
Hon. MARIA LINA F. BAURA,	Member
Hon. ROBERT L. SO,	Member
Hon. JOEDEL T. CAASI,	Member
Hon. OSCAR M. BERMUDEZ,	Member
Hon. ALAN D. ZULUETA,	Member
Hon. GETERITO T. GEMENTIZA,	Member
Hon. TRISTAN ROYCE R. AALA,	Member
Hon. FRANCISCO C. REMITAR,	Member
Hon. ALFREDO R. PAGDILAO,	Member (ABC Representative)

**ON OFFICIAL BUSINESS:**

Hon. NICANDRO T. SUAYBAGUIO, JR.,	Member
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**ABSENT:**

Hon. JACQUELINE GRACE Q. EDULLANTES,	Member (SKF Representative)
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**RESOLUTION NO. 299, s-2011**

**“A RESOLUTION AUTHORIZING THE CITY MAYOR REY T. UY TO SIGN FOR AND IN BEHALF OF THE CITY GOVERNMENT OF TAGUM A MEMORANDUM OF AGREEMENT (MOA) WITH THE TAGUM WATER DISTRICT REPRESENTED BY ITS GENERAL MANAGER MR. HENRIETTO Q. CASTRENCE AND THE BARANGAY SAN AGUSTIN REPRESENTED BY ITS PUNONG BARANGAY HON. VICENTE A. CHATTO, FOR THE SAN AGUSTIN ECO-PARK DEVELOPMENT PROJECT.”**

**WHEREAS**, Section 16 of the Local Government Code of 1991, states, every local government unit may exercise powers expressly authorized by law and powers essential to promote the general welfare;

**WHEREAS**, Section 16 of the Local Government Code of 1991, further states, within their respective territorial jurisdictions, local government units shall ensure and support among other things, the right of the people to a balance ecology;

**WHEREAS**, it is the policy of the Local Government Unit of Tagum to ensure a healthy and livable environment;

**WHEREAS**, Tagum Water District has been a longtime partner of the Local Government Unit of Tagum in the protection and conservation of the environment especially in the reforestation and rehabilitation of the city's accretion areas;

**WHEREAS**, San Agustin Eco-Park Development project will not only boost the tourism activity of the city but also help protect and conserve the Environment;

**NOW THEREFORE**, be it resolved by the Sangguniang Panlungsod of Tagum to authorize the City Mayor Rey T. Uy to sign for and in behalf of the City Government of Tagum a Memorandum of Agreement (MOA) with the Tagum Water District represented by its General Manager Mr. Henrietto Q. Castrence and the Barangay San Agustin represented by its Punong Barangay Hon. Vicente A. Chatto, for the San Agustin Eco-Park Development Project.

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

**MEMORANDUM OF AGREEMENT**

**KNOW ALL MEN BY THESE PRESENT:**

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

The **City Government of Tagum**, a Local Government Unit created by virtue of the laws of the Republic of the Philippines with principal office located at Rizal Street, Tagum City, Davao del Norte, represented in this act by its Honorable Mayor **REY T. UY**, through Resolution No. \_\_\_\_\_ hereinafter referred to as the **First Party**.

-and-

The **Tagum Water District**, a Government Owned Controlled Corporation represented by its General Manager **HENRIETTO Q. CASTRENCE**, through Board Resolution No. \_\_\_\_\_ hereinafter referred to as the **Second Party**.

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-and-

The **Barangay New Balamban** represented by its Punong Barangay **HON. VICENTE A. CHATTO**, through a Resolution No. \_\_\_\_\_, hereunder referred to as the **Third Party**.

**WITNESSETH:**

**Whereas**, a project known or called as San Agustin Eco-Park Development is a tripartite project of the City Government of Tagum, Tagum Water District and the Barangay San Agustin;

**Whereas**, to hasten the environmental protection and speedy economic development, the First Party has decided to engage the services of the Second Party in the establishment of Eco-Park Development and reactive forest tree nursery for the Watershed Management Project;

**Whereas**, the First Party through the City Environment and Natural Resources Office (Task Force Reforestation) shall assist in the implementation of the Eco-Park Development for the Watershed Management Project;

**Whereas**, the Second Party is the primary agency responsible in the budgetary requirements for labor and material costs of the nursery and Eco-Park Development for the Watershed Management Project;

**Whereas**, the Second Party will likewise provide laborer to assist in the production of quality stock planting materials, development of Eco-Park and implementation of the watershed project.

**Whereas**, the Second Party shall also provide protection, care and maintenance of the established Eco-Park Development Project;

**Whereas**, the Third Party as its social responsibility is committed to fully support the program and shall lead in the protection of the project.

**NOW THEREFORE**, for and in consideration of the foregoing premises, and mutual covenants, terms and condition hereinafter set forth, the parties hereby agree as follows;

**A. On the part of the First Party**

1. Shall provide an area for the establishment of Eco-Park Development for the Watershed Management Project;
2. Shall assist in the site identification suitable for the implementation of the project;
3. Shall conduct briefing and orientation to the Second Party;
4. Shall provide training and workshop on proper planting, care and maintenance to the Second Party;
5. Shall be responsible for monitoring/supervision of site preparation, planting, protection in the establishment of the project;
6. Shall be responsible to identify and supply planting species.

**B. On the part of the Second Party**

1. Shall provide financial requirement for the project based on the Program of Work;
2. Shall establish central forest nursery for the San Agustin Eco-Park Development Project;
3. Shall establish forest plantation for the San Agustin Eco-Park Development Project;
4. Shall provide support to the Third Party of the protection of the Eco-Park Development for the Watershed Management Project;
5. Shall adopt soil conservation practices recommended by the First Party;
6. Shall abide with the terms and conditions stipulated in this agreement;
7. Shall provide laborers;
8. Shall turn-over the project to the First Party once it is already established which shall be determined by all parties concerned.

**C. On the Third Party**

1. Shall provide barangay support to the Second Party such as the barangay ordinances and/or barangay resolution giving support and assistance to the project;
2. Shall lead in the protection of Eco-Park Development in cooperation with the Second Party for the Watershed Management Project;
3. Shall abide with the terms and conditions stipulated in this agreement.

**D.** All parties shall be responsible in the monitoring and supervision of the site as to its preparation, planting, protection in the establishment and implementation of the project.

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**IN WITNESS WHEREOF**, that parties hereto have set their hands and affixed hereunder their signatures this \_\_\_\_ day of \_\_\_\_\_ 2011, at Tagum City, Davao del Norte.

**CITY GOVERNMENT OF TAGUM**

Represented By:

**REY T. UY**

City Mayor  
First Party

**TAGUM WATER DISTRICT**

Represented By:

**HENRIETTO Q. CASTRENCE**

General Manager  
Second Party

**BARANGAY SAN AGUSTIN**

Represented By:

**VICENTE A. CHATTO**

Punong Barangay  
Third Party

Signed in the presence of:

**ALMA L. UY**

TWD – BOD Chairman

**FRANCISCO C. REMITAR**

SP Member/Chairman, Committee on  
Environmental Protection and Ecology

**ACKNOWLEDGMENT**

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

Before me this, \_\_\_\_ day of \_\_\_\_\_ 2011 at Tagum City personally Appeared the following persons to wit:

Name	Tax Cert. No.	Place of Issue	Date of Issue
REY T. UY	_____	_____	_____
HENRIETTO Q. CASTRENCE	_____	_____	_____
VICENTE A. CHATTO	_____	_____	_____

Known to me be the same persons who executed the foregoing instrument and that they acknowledged to me that the same is their true act and deed.

This instrument consisting of (\_\_\_) page/s including this page in which the acknowledgment is written, duly signed on every page by the first, second and third parties and sealed with my Notarial seal.

In witness my hand and seal on the date and place above stated.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
Page. No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2011

**RESOLVED FURTHER**, that copies of this resolution be furnished to all concerned.

**CARRIED AND APPROVED.**

**I HEREBY CERTIFY** to the correctness of the foregoing.

(Sgd) **REY A. BUHION**  
Secretary to the Sanggunian

**ATTESTED AND CERTIFIED  
TO BE DULY ADOPTED:**

(Sgd) **ALLAN L. RELLON, MPA**  
City Vice Mayor  
(Presiding Officer)