

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

BEFORE THE 5TH CITY COUNCIL

EXCERPT FROM THE MINUTES OF THE 44TH REGULAR SESSION OF THE SANGGUNIANG PANLUNGSOD OF THE CITY OF TAGUM, PROVINCE OF DAVAO DEL NORTE HELD ON MAY 16, 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. NICANDRO T. SUAYBAGUIO, JR.,	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. JACQUELINE GRACE Q. EDULLANTES,	Member	(SKF Representative)
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RESOLUTION NO. 370, s-2011

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. REY T. UY TO SIGN FOR AND IN BEHALF OF THE CITY GOVERNMENT OF TAGUM A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) – REGION XI, REPRESENTED BY ITS REGIONAL EXECUTIVE DIRECTOR, JIM O. SAMPULNA, TO JOINTLY ESTABLISH AND DEVELOP THE REGIONAL WILDLIFE RESCUE FACILITY FOR REGION XI.

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

WHEREAS, the Department of Environment and Natural Resources is an agency mandated to manage, develop, protect and conserve the country's natural resources, including Wildlife and other biological resources for the present and future generation;

WHEREAS, the Local Government Units are mandated to share the management and maintenance of the Environment in coordination with the National Government.

NOW THEREFORE, be it resolved by the Sangguniang Panlungsod of Tagum to authorize the City Mayor, Hon. Rey T. Uy to sign for and in behalf of the City Government of Tagum a Memorandum of Agreement (MOA) with the Department of Environment and Natural Resources (DENR) – Region XI represented by its Regional Executive Director, Jim O. Sampulna, to jointly establish and develop the Regional Wildlife Rescue Facility for Region XI.

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

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** made and entered into by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR) – Region XI** of the Republic of the Philippines with office address at Km. 7, Lanang, Davao City, represented herein by its **Regional Executive Director, JIM O. SAMPULNA**, hereinafter referred to as the **FIRST PARTY**;

-and-

The **CITY GOVERNMENT OF TAGUM** with office address at Rizal Street, Magugpo Poblacion, Tagum City, represented by its **City Mayor, REY T. UY**, hereinafter referred to as the **SECOND PARTY**.

WITNESSETH

WHEREAS, it is the policy of the state to protect and advance the right of the people to a balanced and healthful ecology in accord with the rhythm and harmony of nature;

WHEREAS, the Local Government Units (LGUs) are mandated under Republic Act No. 7160, otherwise known as the Local Government Code of 1991, to share with the National Government the responsibility in the management and maintenance of ecological balance within their territorial jurisdiction;

-over-

WHEREAS, the **FIRST PARTY**, by virtue of Executive Order No. 192, is the Philippine Government agency mandated to manage, develop, protect and conserve the country's natural resources, including wildlife and other biological resources for the present and future generations;

WHEREAS, the **FIRST PARTY**, in consonance with the aforesaid tasks endeavors to strengthen the wildlife conservation efforts through research, collection and trade regulation and conservation, education, among others, in partnership with other national agencies, local government units, private individuals, organizations, and institutions, both local and foreign;

WHEREAS, the **FIRST PARTY**, as part of its regulatory functions, confiscates illegally collected and traded wildlife within its area of jurisdiction;

WHEREAS, the **FIRST PARTY** lacks appropriate facilities for confiscated wildlife, including those donated by concerned individuals/entities;

WHEREAS, the **FIRST PARTY** proposes to establish a **REGIONAL WILDLIFE RESCUE FACILITY** in Tagum City pursuant to Section 32 of Republic Act No. 9147, otherwise known as the Wildlife Resources Conservation and Protection Act, to take temporary custody and care of all retrieved, abandoned, donated and/or confiscated wildlife to ensure their welfare, and to showcase endemic animals in the Davao Region and promote ecotourism for the residents and tourists of the city;

WHEREAS, the **SECOND PARTY** is a Local Government Unit which recognizes its responsibility to create, develop, protect, manage, maintain and improve conditions under which man and nature can thrive in productive and enjoyable harmony with each other and thereby attain a quality environment, conducive to life, dignity and well being of its people;

WHEREAS, the **SECOND PARTY**, is committed to wildlife conservation and has expressed its intent to assist the **FIRST PARTY** in educating the public about wildlife resources, generating data thereon through basic scientific researches and managing those in captivity;

WHEREAS, the **SECOND PARTY** has offered to provide a portion of its property in New Balamban, Tagum City for the establishment and development of the **REGIONAL WILDLIFE RESCUE CENTER**;

WHEREAS, the **FIRST PARTY**, has accepted the offer of assistance by the **SECOND PARTY**;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the **FIRST PARTY** and the **SECOND PARTY** hereby agree, as they hereby agree, to jointly establish and develop the **REGIONAL WILDLIFE RESCUE FACILITY** for Region XI and with the following provisions and obligations, to wit:

1. **BOTH PARTIES** shall work together to enhance/promote public awareness on the importance and value of wildlife resources through public education and information dissemination on wildlife protection and conservation;
2. The **FIRST PARTY** shall construct the necessary infrastructure and provide the required equipment and food stock of the **FACILITY**, and the cost thereof shall be taken from its budgetary allocation for the year;
3. The **FIRST PARTY** shall provide a BIOLOGIST and two CARETAKERS who shall conduct the operations of the **FACILITY** and whose compensation shall be taken from the former's annual Maintenance and Other Operating Expenses allocation;
4. The **FIRST PARTY** shall deposit its confiscated wildlife to the **FACILITY** for custody;
5. The **FIRST PARTY** shall maintain a record of all wildlife species confiscated and/or donated by private individuals/entities and deposit them to the **FACILITY** and monitor their status;
6. The **FIRST PARTY** shall provide the necessary information about the species in the custody of the **FACILITY** for public education/information dissemination purpose and extend other technical assistance thereto;
7. The **FIRST PARTY** and the **SECOND PARTY** shall prepare quarterly progress reports for submission to the DENR Secretary, through the Director, Protected Areas and Wildlife Bureau;
8. The **SECOND PARTY** shall provide a portion of its property located at New Balamban, Tagum City for the establishment and development of the **FACILITY** covered by Lot No. 2091-C, Csd-11-017762 and Lot No. 2091-B-1 Psd-New with a total area of 22,276 square meters, more or less, which are particularly described as follows:

TECHNICAL DESCRIPTIONS

a) Lot & Survey No.: 2091-C, Csd-11-017762, Portion of Lot 2091, Cad-276

Location : New Balamban, Tagum City, Davao del Norte

Tie Line : N. 08 deg. 05' E., 8,847.42 m. from BLLM No. 32,
Cad-276 to corner 1

Thence : 1 – 2 N. 74 deg. 06' W., 42.43 m.
2 – 3 N. 06 deg. 36' E., 101.10 m.
3 – 4 N. 06 deg. 36' E., 117.81 m.
4 – 5 S. 86 deg. 02' E., 3.47 m.
5 – 6 S. 78 deg. 51'E., 56.45 m.
6 – 1 S. 11 deg. 12' W., 222.26 m.

Area : Eleven Thousand Two Hundred Fifty Three (11,253)
Square meters, more or less

b) Lot & Survey No.: Lot 2091-B-1, Psd-New

Location : New Balamban, Tagum City, Davao del Norte

Thence : 1 – 2 N. 18 deg. 54' E., 16.65 m.
2 – 3 N. 77 deg. 14' W., 7.10 m.
3 – 4 N. 88 deg. 21' W., 8.24 m.
4 – 5 N. 05 deg. 47' E., 99.74 m.
5 – 6 S. 86 deg. 03' E., 96.46 m.
6 – 7 S. 06 deg. 36' W., 117.81 m.
7 – 1 N. 86 deg. 03' W., 83.28 m

Area : Eleven Thousand Twenty Three (11,023)
Square meters, more or less

9. The **SECOND PARTY** shall provide PERSONNEL through the City ENRO who shall coordinate and assist in the implementation of the project and a VETERINARIAN, through the Office of the City Veterinarian of Tagum City, who shall assist the **FACILITY** anytime when his/her services are needed, and whose compensation shall be paid by the **SECOND PARTY**;
10. The **SECOND PARTY**, in its discretion, may provide any form of assistance to the **FACILITY**;
11. The **FIRST PARTY** shall accommodate the wildlife species turned over to the **FACILITY** and be responsible for the safekeeping and maintenance of the said wildlife including the provision of appropriate facilities;
12. The **FIRST PARTY** shall generate basic data about the wildlife species in the custody of the **FACILITY** through the conduct of basic studies and/or recording of important information observed on these species, which shall include, among others, breeding behavior, births, pests and diseases;
13. The **FIRST PARTY** shall conduct inspection and monitoring of the **FACILITY** and wildlife stocks there at anytime;
14. The **FIRST PARTY** shall produce information materials on the wildlife species in the custody of the **FACILITY**;
15. The **PARTIES** shall recognize that all wildlife species deposited at the **FACILITY** shall remain the property of the City Government of Tagum;
16. In case of revocation of this Agreement, all the animals in the custody of the **FACILITY** shall be retrieved by the **FIRST PARTY** in favor of the City Government of Tagum;
17. **BOTH PARTIES** shall ensure that all the terms and conditions of this Agreement are complied with;
18. This Agreement shall remain valid and effective for a period of Twenty-Five (25) years from the date of signing hereof and may be renewed for another Twenty-Five (25) years upon Agreement of the Parties. Both parties reserve the right to rescind or amend this Agreement upon mutual consent.

IN WITNESS WHEREOF, WE HAVE HEREUNTO AFFIXED our signatures this _____ day of _____, 2011 at the City of Tagum, Davao del Norte, Philippines.

For the FIRST PARTY:

For the SECOND PARTY:

**DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES –
REGION XI, DAVAO CITY**

CITY GOVERNMENT OF TAGUM

JIM O. SAMPULNA
Regional Executive Director

HON. REY T. UY
City Mayor

SIGNED IN THE PRESENCE OF:

(Witness)

(Witness)

ACKNOWLEDGMENT

Republic of the Philippines }
Province of Davao del Norte }
City of Tagum }Ss.
x-----x

BEFORE ME, a Notary Public for and in the City of Tagum personally appeared the following:

Name	CTC No.	Place of Issue	Date of Issue
JIM O. SAMPULNA	_____	_____	_____
REY T. UY	_____	_____	_____

Known to me to be the same persons who executed the foregoing instrument on which this acknowledgment was written and they acknowledged to me that the same is of their free acts and voluntary deeds.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2011

CARRIED AND APPROVED.

I HEREBY CERTIFY to the correctness of the foregoing.

REY A. BUHION
Secretary to the Sanggunian

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

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