



Republic of the Philippines  
MIMAROPA Region  
Province of Occidental Mindoro  
**OFFICE OF THE GOVERNOR**

**DENR MIMAROPA  
RECORDS SECTION  
RECEIVED**

**FEB 10 2023**

☐ INCOMING ☐ OUTGOING  
BY: \_\_\_\_\_ DATE NO. \_\_\_\_\_  
TIME: \_\_\_\_\_

February 6, 2023

**MS. LORMELYN E. CLAUDIO, CESO IV**  
Regional Executive Director  
Department of Environment and Natural Resources  
MIMAROPA Region  
DENR by the Bay Bldg., 1515 Roxas Boulevard,  
Ermita, Manila

Dear RED Claudio:

Greetings from the People of Occidental Mindoro!

We learned that the Department of Environment and Natural Resources (DENR) has already issued a Gratuitous Special Land Use Permit (GSLUP) in favor of the Municipal Government of Rizal, Occidental Mindoro for the Department of Agriculture-Philippine Rural Development Project (DA-PRDP) and RPAB-approved sub-project **"Upgrading of Brgy. Manoot Farm to Market Road and Construction of Manoot II Bridge"**. This issuance of GSLUP was made notwithstanding the previous request of the Provincial Government of Occidental Mindoro for the issuance of GSLUP in its favor.

In this regard, the Provincial Government of Occidental Mindoro interposes its objection to the issuance of a Gratuitous Special Land Use Permit (GSLUP) in favor of the Municipality of Rizal considering the following reasons:

1. The Barangay Manoot Farm to Marker Road is a provincial road, hence, within the Provincial Government's jurisdiction; and
2. The Provincial Government of Occidental Mindoro is the direct implementer of the said DA-PRDP and RPAB-approved sub-project and has already submitted the required documents.


Accordingly, we respectfully request that a Gratuitous Special Land Use Permit (GSLUP) be issued in favor of the Provincial Government for the realization of the sub-project.

Attached are the relevant documents for your reference and perusal.

We hope that this merits your favorable consideration and action in the spirit of public service.

Thank you and warm regards.

Very truly yours,

  
**EDUARDO B. GADIANO**  
Provincial Governor



# PROVINCIAL ROADS AND BRIDGES INVENTORY

As of December 29, 2022

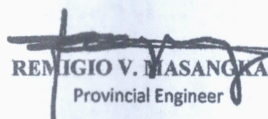
REGION: MIMAROPA  
PROVINCE: OCCIDENTAL MINDORO

Road ID	Road Name	Class	Length (km)	Asphalt (km)	Gravel (km)	Earth (km)	Concrete (km)	Mixed (km)	Road Importance	Terrain Type	Cuiverts	No. of Bridges
1751 000 0000 01	JNR - Lourdes Road	Provincial	3.408	0.000	0.227	0.000	3.181	0.000	Core	Rolling	7	0
1751 000 0000 02	Jct. Sta. Teresa-Caguray Road	Provincial	3.602	0.000	2.332	0.000	1.270	0.000	Core	Flat	7	0
1751 000 0000 03	JNR-Sta. Teresa Road	Provincial	8.685	0.000	0.156	0.000	8.529	0.000	Core	Rolling	23	0
1751 000 0000 04	JNR - Gapasan Road	Provincial	7.260	0.000	5.213	0.000	2.047	0.000	Core	Flat	15	0
1751 000 0000 05	JNR Magsaysay - Laste Road	Provincial	3.580	0.000	0.277	0.000	3.303	0.000	Core	Flat	12	0
1751 000 0000 06	Iling Road	Provincial	26.450	0.000	0.000	25.445	1.005	0.000	Non-Core	Mountainous	9	0
1751 000 0000 07	Mabini Street	Provincial	1.200	0.000	0.000	0.000	1.200	0.000	Core	Flat	0	0
1751 000 0000 08	Bonifacio Street	Provincial	0.800	0.000	0.000	0.000	0.800	0.000	Core	Flat	0	0
1751 000 0000 09	JNR La Curva-Magbay Road	Provincial	3.885	0.000	0.100	0.000	3.785	0.000	Core	Flat	5	1
1751 000 0000 10	Camburay - Canwaling Road	Provincial	7.922	0.000	0.000	0.000	7.922	0.000	Core	Rolling	8	2
1751 000 0000 11	Jct. Pitogo - Aguas - Manoot Road	Provincial	8.599	0.000	3.821	4.508	0.270	0.000	Core	Flat/Rolling	8	0
1751 000 0000 12	JNR Sto. Nino - Pitogo - Aguas - Limlim Road	Provincial	15.588	0.000	3.983	0.000	11.605	0.000	Core	Rolling	74	2
1751 000 0000 13	JNR Magsikap-Malawaan-Salvacion-Rumbang-Sudlon-Adela-San Pedro Road	Provincial	17.120	0.000	0.000	0.000	17.120	0.000	Core	Rolling	29	1
1751 000 0000 14	JNR-Malpalon Road	Provincial	3.872	0.000	1.267	0.000	2.605	0.000	Core	Flat	7	0
1751 000 0000 15	JNR-Poypoy Road	Provincial	1.626	0.000	0.840	0.000	0.786	0.000	Core	Rolling	6	0
1751 000 0000 16	JNR-Iriron Road	Provincial	2.049	0.000	0.000	0.000	2.049	0.000	Core	Flat	5	0
1751 000 0000 17	JNR-Ligaya Road	Provincial	3.805	0.000	0.026	0.000	3.779	0.000	Core	Flat	6	0
1751 000 0000 18	Jct. Ibud - Victoria Road	Provincial	6.613	0.000	1.051	0.000	5.562	0.000	Core	Flat	16	2
1751 000 0000 19	JNR-Barahan Road	Provincial	5.485	0.000	0.000	0.000	5.485	0.000	Core	Flat	58	0
1751 000 0000 20	JNR-Casague Road	Provincial	3.734	0.000	0.000	0.000	3.734	0.000	Core	Flat	9	0
1751 000 0000 21	Carumbac Feeder Road	Provincial	2.490	0.000	0.000	0.000	2.490	0.000	Core	Flat	9	0
1751 000 0000 22	Paluan-Pamutusin Road	Provincial	14.092	0.000	1.790	0.798	11.504	0.000	Core	Mountainous	57	2
1751 000 0000 23	JPR - Calawagan Road	Provincial	1.898	0.000	0.000	0.000	1.898	0.000	Core	Flat	3	0
1751 000 0000 24	San Jose Street	Provincial	1.278	0.000	0.000	0.000	1.278	0.000	Core	Flat	0	0
1751 000 0000 25	Del Pilar Street	Provincial	0.616	0.000	0.000	0.000	0.616	0.000	Non-Core	Flat	0	0
1751 000 0000 26	JNR-Capitol Road	Provincial	0.914	0.000	0.000	0.000	0.914	0.000	Core	Rolling	3	0
1751 000 0000 27	Capitol Road-JNR	Provincial	0.704	0.000	0.000	0.000	0.704	0.000	Core	Rolling	2	0
1751 000 0000 28	JNR-Talabaan Road	Provincial	1.705	0.000	0.394	0.000	1.311	0.000	Core	Flat	4	0
1751 000 0000 29	Mamburao - Paluan Road (A)	Provincial	7.265	0.000	0.050	0.000	7.215	0.000	Core	Rolling	22	4
1751 000 0000 30	Rizal Street	Provincial	1.186	0.000	0.000	0.000	1.186	0.000	Core	Flat	0	0
1751 000 0000 31	Mamburao-Paluan Road (B)	Provincial	24.453	0.000	0.367	0.000	24.086	0.000	Core	Rolling	101	8
1751 000 0000 32	JNR - Bayotbot Road	Provincial	2.840	0.000	1.666	0.000	1.174	0.000	Core	Flat	10	1
1751 000 0000 33	JNR - Mangarin Road	Provincial	1.458	0.000	0.000	0.000	1.458	0.000	Core	Flat	4	0
<b>TOTAL</b>			<b>196.182</b>	<b>0</b>	<b>23.560</b>	<b>30.751</b>	<b>141.871</b>	<b>0</b>			<b>519</b>	<b>23</b>

Prepared by:

  
**JOEL A. DE OCAMPO**  
Engineer II / Maintenance Section Chief

Noted by:

  
**REMIGIO V. MASANGKAY**  
Provincial Engineer



ROAD ID	ROAD NAME	MUNICIPALITY
1751000000001	JNR - Lourdes Road	Magsaysay
1751000000002	Jct. Sta. Teresa-Caguray Road	Magsaysay
1751000000003	JNR-Sta. Teresa Road	Magsaysay
1751000000004	JNR-Gapasan Road	Magsaysay
1751000000005	JNR Magsaysay - Laste Road	Magsaysay
1751000000006	Iling Road	San Jose
1751000000007	Mabini Street	San Jose
1751000000008	Bonifacio Street	San Jose
1751000000009	JNR La Curva-Magbay Road	San Jose
1751000000010	Camburay - Canwaling Road	San Jose
1751000000011	Jct. Pitogo - Aguas - Manoot Road	Rizal
1751000000012	JNR Sto. Nino - Pitogo - Aguas - Limlim Road	Rizal
1751000000013	JNR Magsikap-Malawaan-Salvacion-Rumbang-Sudlon-Adela San Pedro Road	Rizal
1751000000014	JNR-Malpalon Road	Calintaan
1751000000015	JNR-Poypoy Road	Calintaan
1751000000016	JNR-Iriron Road	Calintaan
1751000000017	JNR-Ligaya Road	Sablayan
1751000000018	Jct. Ibud - Victoria Road	Sablayan
1751000000019	JNR-Barahan Road	Sta. Cruz
1751000000020	JNR-Casague Road	Sta. Cruz
1751000000021	Carumbac Feeder Road	Sta. Cruz
1751000000022	Paluan-Pamutusin Road	Paluan
1751000000023	JPR - Calawagan Road	Paluan
1751000000024	San Jose Street	Mamburao
1751000000025	Del Pilar Street	Mamburao
1751000000026	JNR-Capitol Road	Mamburao
1751000000027	Capitol Road-JNR	Mamburao
1751000000028	JNR-Talabaan Road	Mamburao
1751000000029	Mamburao-Paluan Road ( A )	Mamburao
1751000000030	Rizal Street	Mamburao
1751000000031	Mamburao-Paluan Road (B)	Paluan
1751000000032	JNR - Bayotbot Road	San Jose
1751000000033	JNR-Mangarin Road	San Jose



## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT, entered into by:

The **DEPARTMENT OF AGRICULTURE**, a government office created under the laws of the Republic of the Philippines, with office address at Elliptical Road, Dilliman, Quezon City, represented herein by its Secretary, Honorable **PROCESO J. ALCALA** referred as the DA;

- and -

The **PROVINCIAL GOVERNMENT OF OCCIDENTAL MINDORO**, a local government unit created under the laws of the Republic of the Philippines, with office address at 2<sup>nd</sup> Floor, Capitol Building, Mamburao, Occidental Mindoro represented herein by its Governor, Honorable **MARIO GENE J. MENDIOLA**, hereinafter referred to as the PGOccidental Mindoro.

### WITNESSETH:

**WHEREAS**, the Philippine Rural Development Project (PRDP or "Project") is a poverty-reduction and agriculture and fisheries development program of the Department of Agriculture (DA) that aims to increase rural incomes and enhance farm and fishery productivity in the targeted areas in the Philippines;

**WHEREAS**, the PRDP is jointly funded by the national government, local government units (LGUs), beneficiaries and the International Bank for Reconstruction and Development (IBRD);

**WHEREAS**, the DA has implemented Adaptable Program Loan (APL) for the Mindanao Rural Development Project (MRDP) conducted from 2000 to 2012 initiated approaches and processes in engaging rural communities, local government units (LGUs), and national government agencies in planning, designing and implementing rural development projects;

**WHEREAS**, said APL triggered improvements in incomes and food security of households through better-targeted and sustainable agriculture and fisheries-related rural development and marine biodiversity conservation projects as well as enhanced LGU institutional technical, management and financial capabilities and systems;

**WHEREAS**, the DA has designed PRDP as one of the platforms for achieving the Philippine Government's Millennium Development Goal for sustainable development;

**WHEREAS**, the Government of the Philippines (GOP) has obtained a loan from the IBRD-World Bank (Bank), specifically by virtue of a Loan Agreement covering Loan No. *2000*



8421-PH (Loan Agreement), amounting to U.S. Dollar FIVE HUNDRED ONE MILLION TWO HUNDRED FIFTY THOUSAND ONLY (\$501,250,000) for the purpose of part-financing the PRDP to support the Government's effort to reduce poverty among the rural communities in the eighty-one (81) provinces in the country;

WHEREAS, the Local Government Code of 1991 extends genuine and meaningful local autonomy to the LGUs to enable them to attain their fullest development as self-reliant communities and to make them more effective partners in the attainment of national goals;

WHEREAS, the Local Government Code of 1991 devolves to the LGUs the then-essentially DA function of providing agricultural support services, agricultural extension and on-site research services and facilities to agricultural areas and stakeholders;

WHEREAS, the PLGU of Occidental Mindoro has manifested its interest to participate in the Project, and forwarded to the DA documentary requirements for its proposed Sub-project/s;

WHEREAS, initial evaluation indicates that the PLGU of Occidental Mindoro has priority programs involving agri-fishery development in consonance with the Agriculture and Fisheries Modernization Plan (AFMP);

WHEREAS, pursuant to the strategic design of the different components of the Project, pertinent preliminary interventions need to be undertaken to enable LGU participation in PRDP as direct implementer of Sub-Projects within their respective jurisdiction - specifically of such Sub-Projects under the components of Value Chain Infrastructure Support (component 2.1) and Rural Agri-Fishery Enterprise and Productivity Enhancement (component 3.1));

WHEREAS, HONORABLE GOVERNOR MARIO GENE J. MENDIOLA, through Sangguniang Panlalawigan Resolution No. 18, Series of 2015 of Sangguniang Panlalawigan of Occidental Mindoro (hereto attached as Annex "A") has been authorized to enter, sign and execute this MOA and bind the PLGU of Occidental Mindoro to the provisions hereof;

NOW THEREFORE, for and in consideration of the foregoing premises, the DA and the PLGU hereby agree as follows:

Section 1. Objectives. The objectives of the Memorandum of Agreement are:

1.1 To establish the general engagement by and between the parties under PRDP and/or institutionalize overall partnership between the DA and the PLGU in the integrated delivery of devolved agriculture and fishery services and in improving LGU resource management, including governance systems and mechanism;

1.2 To provide for the overall pre-implementation or preliminary/preparatory technical support and coordination interventions by the DA, which are meant to capacitate the Participating PLGU to fulfill pertinent conditions or requirements for



the approval of its proposed Sub-Projects and, if ever, to enable them to effectively and efficiently implement the same; and to prescribe the terms and conditions including the respective roles and responsibilities of the parties relative to said interventions.

- 1.3 To lay down the most fundamental roles and responsibilities of the DA, on the one hand, and the partner PLGU, on the other, in the event that proposed Sub-projects are approved for implementation.

In view of the above objective, this MOA shall not be construed as an assurance of the approval of the Sub-Project Proposals as the same shall be subject to the process of evaluation, applying the rules and procedures governing project and partner eligibility and the weight or merit of the proposed project applying the criteria for prioritization and approval, among others, as established under the PRDP Operations Manuals.

**Section 2. Scope of Agreement.** -- This Agreement covers the overall terms of partnership between the DA as the executing agency of the PRDP and the PLGU of Occidental Mindoro under Project components, as described below, and the initial interventions of the DA for the Participating PLGU in line with the intended implementation of pertinent Sub-Projects under said components:

**a. Component 1: Local and National Level Planning**

Sub-component 1.2 (Supporting AFMP Implementation). -- This covers the provision of fund technical assistance, studies, trainings, workshops and related activities that will help in the design of coordinated systems of technical support for the value chains and subprojects prioritized in the Provincial Commodity Investment Plans (PCIPs). The key intermediate results would be the approved program agreements for PCIP technical support between the DA-RFOs and Project Support Offices (PSOs) and/or departmental technical agencies, as well as the evaluation of best practices for wider application on approaches for providing integrated technical support to small-scale producers following the commodity value-chain approach.

**Component 2: Infrastructure Development**

Sub Component 2.1 [Value Chain Infrastructure Support (Civil Works)] --This relates to the carrying out of specific Sub-projects to support infrastructure development by Participating LGUs in commodity value chains. Support would be provided for a flexible menu of investments including, among others, farm-to-market roads, bridges, tire tracks, communal irrigation, potable water systems, post harvest facilities, production facilities, fish landing, fish sanctuaries, tram lines, cold storage facilities, trading posts, green houses, solar driers, watch towers, nurseries and slope stabilization works. Cost sharing between the DA and the concerned LGU would be on a 90:10 basis.



c. **Component 3: Enterprise Development**

c.1. **Sub-Component 3.1: Rural Agri-fishery Enterprise and Productivity Enhancement (Enterprise Development)**


This pertains to: (a) Carrying out of specific Sub-projects to support vertical and horizontal clustering, joint business planning and investments by producer groups/enterprises operating within priority commodity value chains; (b) Promotion of biodiversity conservation and coastal resource co-management arrangements as well as carrying out sustainable income-generating livelihood activities.

Funding would be shared by the DA and provincial LGUs (PLGUs) on 80:20 basis. PLGUs would assist proponents groups through capital investments, facilities, inputs and technical assistance, with proponent groups contributing an amount equal to at least 20% (in cash or in kind) of the incremental enterprise cost. The lead proponent, which may be an organized producer group or a small-scale or medium-scale processor, would be responsible for procurement and Operations and Maintenance of the approved investments.


The criteria for lead proponent selection would be: (a) acceptability to proponent group members; (b) broad network within the commodity sector; (c) access to resources; and (d) a proven track record in managing an organization.

The Global Environment Facility (GEF) support will be catalytic in terms of ensuring that biodiversity conservation and coastal resources co-management arrangements are included in the determination of interventions needed to support commodity value chains. The types of activities supported at each GEF target site will be adaptable based on regional and local needs. Specific activities will be selected at the site level based on the information generated by the Value Chain Analysis (VCA), Participatory Resource Assessment-Resource and Social Assessment (PRA-RSA), and GEF Tracking Tools.




c.2. **Sub Component 3.2: Technology and Information for Enterprise and Market Development (Enterprise Support Fund)**



This covers the provision of technical assistance to producers to increase their productivity and incomes through improved and sustainable technological, operational and market knowledge and facilitation of market linkages.



This would complement the enterprise Sub-project development under Component 3.1 through technical assistance including support to GEF-funded activities. A particular focus would be on facilitating vertical integration and trade facilitation. New and sustainable technologies and approaches would be introduced in collaboration with other government agencies, the International Rice Research Institute (IRRI) and State Universities and Colleges (SUCs) or private organizations (including private colleges/ universities). Technical assistance requirements would be determined as part of the annual PCIP process and would be provided by DA





agencies or contracted by the Province with private service providers based on available expertise.

**Section 3. Duties and Responsibilities of the DA.** -- The DA, through the Regional Project Coordination Offices (RPCOs) in its Regional Field Offices (RFOs), the Project Support Offices (PSOs) of PRDP, or the National Project Coordination Office (NPCO), shall have the following duties and responsibilities:

**a. Preliminary /Preparatory Stage.** -- Prior to making any Infrastructure Development Grant or Enterprise Development grant to an LGU, the DA, following pertinent requirements and procedures in the PRDP Operations Manuals, shall:

1. Ensure that the PLGU has the organization, management and resources satisfactory to the Bank for carrying out proposed Sub-projects;
2. Conduct Value Chain Analyses (VCA) or validate existing VCA studies of pertinent priority commodities identified by the PLGU. The VCAs serve as anchor for a more objective identification of interventions under the Project's Infrastructure Development and Enterprise Development components, which will be specifically identified in the Provincial Commodity Investment Plan (PCIP), for the development or enhancement of priority commodities;
3. Provide the PLGU with technical support and capacity building in the planning and preparation of documentary requirements necessary for the approval of proposed Sub-Projects and, if ever, their effective and efficient implementation as well as sustainability. The said requirements include the Provincial Commodity Investment Plan (PCIP) and Feasibility Studies (FS), Detailed Engineering Designs (DED), Business Plans (BP) and other documents. Provided that only such infrastructure or enterprise development Sub-projects are found supportive of priority commodities identified in the PCIP;
4. Evaluate and act upon (approve/ disapprove) the Sub-Project Proposals of the PLGU;
5. To facilitate the carrying out and financing approved Sub-Projects under Sub-components 2.1 and 3.1, make available to the PLGU, on a grant basis, part of the proceeds of the Loan for (to comprise the share of the PRDP in) the pertinent Infrastructure Support or Enterprise Development project/s, on terms and conditions acceptable to the DA and as set forth in the PRDP Operations Manuals and Guidelines.

For this purpose, the DA, on the one hand, and the PLGU, on the other, shall negotiate, conclude, and execute a Grant Agreement to be captioned "Implementation Management Agreement" Grant ("IMA"), which shall contain terms and conditions as specified in the next succeeding paragraph.

6. Ensure that the IMA reflects the following:



a) Terms and conditions acceptable to the Bank, as set out in Attachment 1 Schedule 2 of the Loan Agreement;

b) Provisions defining or prescribing the --

- (1) Responsibilities of both the DA and the PLGU in implementation of approved Sub-projects;
- (2) Specification of eligible expenditures that may be financed from the proceeds of the grant;
- (3) Financial management and audit procedures consistent with provisions set out in the Operations Manuals;
- (4) Procurement procedures consistent with provisions set out in the Loan Agreement (specifically Section III of Schedule 2 thereof);
- (5) Monitoring and reporting arrangements; and
- (6) Arrangements for implementation of the Integrated Environmental and Social Safeguards Framework (IESSF)

c) Provisions on cost-sharing between the DA and the Participating PLGU, including the following:

- (1) With respect to approved Sub-projects under Component 2, Sub-component 2.1 (Civil Works) of the Project, the amount to be allocated/made available by the DA to the LGU shall cover ninety percent (90%) of the Estimated Project Cost of the PLGU's Sub-project, with the said PLGU providing its contribution covering the remaining ten percent (10%) thereof;
- (2) For approved Sub-projects under Component 3, Sub component 3.1 (Enterprise Project Fund), the DA shall provide eighty percent (80%) of the Estimated Project Cost of the PLGU's Sub-project and the LGU, the remaining 20% thereof;

d) Others. - In line with the pertinent provisions of the Loan Agreement, the IMA shall also contain terms and conditions adequate to protect the interests of the DA and those of the Bank, including the right to suspend or terminate the right of the Participating PLGU to use the proceeds of the grant, or obtain a refund of all or any part of the amount of the grant then withdrawn, upon the Participating PLGU's failure to perform any of its obligations under the IMA.

**b. Pre-implementation / Implementation Stages**

7. Provide the staff of the PLGU with relevant capacity building interventions through participation and attendance in learning events;
8. Coordinate and monitor the conduct of activities to ensure that the provisions of this MOA and, if ever, the IMA by and between the DA and the Participating PLGU, particularly those concerning their respective responsibilities in the



planning, preliminary/preparatory and implementation stages of the Sub-Project/s as well as relative to the sustainability thereof, are delivered on time and in accordance with established systems and procedures; and

9. Ensure that the PLGU is adequately represented in consultations, meetings, briefings and other similar activities.

#### Section 4. Responsibilities of the PLGU

##### a. Pre-Project Implementation Stage

1. The Participating PLGU shall establish a Provincial Project Management and Implementing Unit (PPMIU) with composition, terms of reference, staffing and other resources acceptable to the Bank, to be responsible for supporting project implementation activities, preparing annual work plans and budgets, undertaking monitoring and evaluation and overall accounting and financial management. It shall allow its regular staff comprising the PPMIU to participate in consultations, meetings, briefings and similar activities as identified in the Project Implementation Plan and carry out relevant capacity building interventions for the staff through participation and attendance to learning events subject to existing systems and procedures as prescribed in the various PRDP manuals of operation;
2. The PLGU shall submit for prior technical review by the World Bank (i) the first Sub-project proposed for approval in each PSO under Part 3.1 of the Project.
3. Carry out Pre-Implementation Activities, as necessary: Thus --
  - 3.1 The PLGU shall: (i) undertake an environmental screening for the proposed Sub-project according to the provisions of the IESSF (including the EFMG); (ii) prior to commencement of any works, prepare, hold consultations on and disclose an Environmental and Social Management Plan (ESMP), satisfactory to the Bank; (iii) carry out the Sub-project in accordance with the ESMP; and (iv) not amend, suspend, or abrogate any provisions of the ESMP without the prior approval of the Bank; and (v) in the event an environment compliance certificate is required under Philippine law or regulations, obtain such certificate from the DENR or its instrumentality at the regional level in respect of the activities under said Sub-project.
  - 3.2 If activities under the proposed Sub-project give rise to Displaced Persons, the PLGU shall: (i) prepare, hold consultations on and disclose, prior to the commencement of any works, a Resettlement Action Plan, satisfactory to the DA, and in accordance with the provisions of the Integrated Environmental and Social Safeguards Framework (IESSF) of the Project (including the Land Acquisition, Rehabilitation and Resettlement Framework); (ii) carry out the Sub-project in accordance with the RAP including, unless otherwise agreed with the Bank, payment in full of



compensation to all Displaced Persons prior to the commencement of any related works and; (iii) not amend, suspend or abrogate any of the provisions of the RAP without the prior approval of the Bank;

3.3 If the activities under the proposed Sub-project involve community with Indigenous Peoples, and if required according to IESSF (including the Indigenous Peoples Policy Framework or IPPF), the PLGU shall: (i) prepare, hold consultations on and disclose, prior to the commencement of any works, an Indigenous Peoples Plan (IPP), in accordance with the provisions of the IESSF, incorporating, among others, mechanisms for the informed participation of such peoples in the design and implementation of the proposed Sub-project in accordance with policies and procedures set forth in the IPPF; (ii) carry out the Sub-project in accordance with the IPP and; (iii) not amend, suspend or abrogate any of the provisions of the IPP without the prior approval of the Bank;

4. The PLGU shall: (i) not finance any Sub-project that involves a dam that is fifteen (15) meters or more in height; and (ii) not finance any Sub-Project that involves a dam that is between ten (10) and fifteen (15) meters in height, without the prior written approval of the Bank;
5. The PLGU shall coordinate with the RPCO in local development planning, and in all aspects of Sub-project preparation and development and other related activities of the Project;
6. In case of approval of the Sub-Project proposal, the Participating PLGU shall enter into/ execute an Implementation Management Agreement (IMA) with the DA, prior to carrying out the approved Sub-project under Infrastructure Development or Enterprise Development components. The IMA shall contain terms and conditions as laid out under Section 3.a.6. hereof;

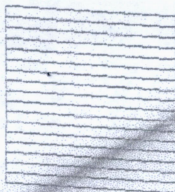
b. **Project Implementation Stage** - In the event of the approval of the proposed Sub-project and the execution of the IMA relative thereto, the Participating PLGU shall fulfill the tasks/ responsibilities enumerated below. These responsibilities shall be stipulated in the IMA:

7. Maintain, throughout the period of project implementation, the organization, management and resources, satisfactory to the Bank, for carrying out Sub-Projects;
8. Maintain, throughout the period of project implementation the Provincial Project Management and Implementing Unit (PPMIU) as provided under item (a.1) above;
9. Provide logistic support such as transportation and traveling allowances, office supplies and equipment and, if possible, office space and other resources for the operation of its PPMIU;



10. Allow its regular staff comprising the PPMJU to participate in consultations, meetings, briefings and similar activities as identified in the Project Implementation Plan.
11. Carry out capacity building interventions for the staff through participation and attendance to learning events subject to existing systems and procedures as prescribed in the various PRDP manuals of operation;
12. Carry out the Sub-projects with due diligence and efficiency, in conformity with appropriate and sound technical, economic, financial, managerial, administrative, engineering and agricultural practices and sound social and environmental standards and practices, as set forth in the PRDP Operations Manual and the applicable PCIP, as well as in accordance with the ESSF and the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower (GOP) and provide promptly as needed, the funds, facilities, and services and other resources required therefor;
13. Carry out the Sub-project/s in accordance with the ESMP, the RAP, and/or the IPP, as applicable and not amend, suspend or abrogate any of the provisions of the ESMP, the RAP, and/or the IPP, as applicable, without prior approval of the Bank;
14. Procure goods, works, and services required for the Project and to be financed out of the proceeds of the Loan in accordance with the provisions Section III of Schedule 2 of the Loan Agreement;
15. Ensure that said goods are insured against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, any indemnity thereunder to be made payable in a currency freely usable by the purchaser thereof to replace or repair such goods;
16. Ensure that said goods, works and services procured are utilized exclusively for the purpose of carrying out the Project;
17. Enable the DA and the Bank to examine all goods, facilities, sites, and works included in the Project, the operation thereof, and any relevant records and documents;
18. Prepare and furnish to the Bank all such information as the Bank shall reasonably request relating to the Sub-projects and the Participating LGU's compliance with the terms and conditions of the IMA;
19. Ensure that any facilities, equipment and other property relevant to the Project shall at all times be operated and maintained, and that all necessary repairs and renewals thereof shall be promptly made, as needed all in accordance with sound financial, administrative and technical practices;
20. Maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the performance indicators referred to





BK in Sec (LA. V of Schedule 2 to the Loan Agreement, the carrying out/ progress of the Sub-projects and the achievement of the objectives thereof;

21. Prepare and submit pertinent reports as will be detailed in the IMA:

Serial Number X93P261356

Firmware VC15K1  
 maintain a financial management system and prepare financial reports in a format acceptable to the Bank and the DA, both in a manner adequate to reflect the operations, resources and expenditures related to each Sub-project;

Borderless financial reports for each Sub-project audited by independent auditors  
 Color Pages 0  
 B/W Pages 0  
 With Border  
 Color Pages 22327  
 B/W Pages 14722

24. The PLGU shall coordinate with the RPCO in local development planning, and in all aspects of Sub-project implementation and related activities;

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 Total Pages 37338  
 First Time Printing 2021/07/12

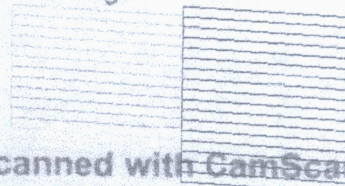
25. Coordinate with national partner agencies of PRDP such as Department of Environment and Natural Resources, Bureau of Fisheries and Aquatic Resources, National Commission of Indigenous Peoples, Department of Public Works and Highways, Department of Trade and Industry, Department of Science and Technology, as well as with local organizations in the planning, implementation and other project development activities of PRDP interventions and activities;

26. Provide funds for local development planning and other PRDP related activities in the PLGU;

27. Ensure security of the World Bank Mission Team, the National Project Coordination Office (NPCO), Project Support Office (PSO) and the Regional Project Coordination Office (RPCO) when they are in the area for PRDP activities.

Section 6. Amendments and Effectivity. -- The parties may, upon mutual agreement, amend, alter, or modify this Memorandum of Agreement anytime through an addendum signed by both parties. This Memorandum of Agreement shall take effect on the date of signing by both parties and shall continue to be in full force until May 31, 2021 or the completion of the PRDP, unless sooner terminated by either party provided a written Notice of Termination is issued at least 30 days prior to termination date provided further that such termination will not prejudice any ongoing Sub-project in the LGU.

Section 7. Relevant Documents. - It is understood that the terms and conditions of this agreement are subject to the applicable provisions of Project documents herein cited (e.g. Loan Agreement and its Schedules and Attachments), which are accessible through the official PRDP website (www.daprdp.net).





IN WITNESS WHEREOF, the parties, through their authorized representatives, have  
hereunto affixed their signatures on this \_\_\_\_\_ day of \_\_\_\_\_ at DA- RFO

FOR THE DEPARTMENT OF  
AGRICULTURE:

PROCESO DALCALA  
Secretary

FOR THE PROVINCIAL GOVERNMENT  
OF OCCIDENTAL MINDORO:

MARIO GENE J. MENDIOLA  
Governor

SIGNED IN THE PRESENCE OF:

ATTY. EMERSON U. PALAD  
Undersecretary for Operations  
Agribusiness and Marketing and  
PRDP National Project Director

RENATO P. MANANTAN  
OIC, Regional Executive Director  
DA RFO IV-B,  
08/07/2014

ENGR. MARIANO M. MONTALES, JR.  
Provincial Administrator  
Province of Occidental Mindoro



Note:

- On shaded text, please revise and indicate right term as appropriate.
- Kindly provide the appropriate name of LGU and Governor/Mayor, dates and/or figures as appropriate.
- Please do not fill up the date of execution (in the **IN WITNESS WHEREOF** portion) until the MOA is signed by the DA Secretary. The date of execution could be the same date as the date of notarization.
- The Acknowledgment Page bearing the name of the DA Secretary will be notarized by the DA PRDP NPCO.

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ACKNOWLEDGMENT

Republic of the Philippines)  
San Jose, Occ. Mindoro

BEFORE ME, this MAR 09 2016 2015, at San Jose, Occ. Mindoro  
personally appeared:

Name	Competent Evidence of Identity	Place and Date Issued
<u>Mario Gene J. Mendola</u>	<u>PCOM ID No. 101101</u>	<u>July 1, 2013, Mamburao, Occ. Mindoro</u>

Known to me or to me known to be the same persons who executed the foregoing agreement, consisting of \_\_\_\_\_ (\_\_\_\_) pages, and they have acknowledged to me that the same is of their own free and voluntary act and deed and those of the offices they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day first above written.

DARWIN G. LUMINATI  
NOTARY PUBLIC  
UNTIL  
PTR NO. 12753432-6  
EXP. NO. 983218

Doc. No. 312  
Page No. 20  
Book No. 43  
Series of 2016



ACKNOWLEDGMENT

Republic of the Philippines)  
In the City of Mamburao

BEFORE ME, this 11th day of May 2016, at the City of Mamburao  
personally appeared:

Name	Competent Evidence of Identity	Place and Date Issued
<u>Mario Gene L. Mendiola</u>	<u>PGOM ID No. 1(101)</u>	<u>July 1, 2013, Mamburao, Occ. Mindoro</u>

Known to me or to me known to be the same persons who executed the foregoing agreement, consisting of \_\_\_\_\_ ( ) pages, and they have acknowledged to me that the same is of their own free and voluntary act and deed and those of the offices they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day first above written.

DARWIN E. LUMINATS  
NOTARY PUBLIC  
UNTIL  
PTR NO. 12853-32-16  
AP NO. 563216

Doc. No. 312  
Page No. 72  
Book No. 42  
Series of 2016



ACKNOWLEDGMENT

Republic of the Philippines)  
CITY OF ZAMBOANGA

BEFORE ME, this \_\_\_\_\_ day of JUN 9 2015, at \_\_\_\_\_  
personally appeared:

Name	Competent Evidence of Identity	Place and Date Issued
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Proceso J. Alcala	Department of Agriculture ID No. 001	July 1, 2014, Quezon City
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Known to me or to me known to be the same persons who executed the foregoing agreement, consisting of \_\_\_\_\_ [ ] pages, and they have acknowledged to me that the same is of their own free and voluntary act and deed and those of the offices they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the day first above written.

Notary Public

Doc. No. 18  
Page No. 1  
Book No. 77  
Series of 2015 1810

ATTY. NESTOR C. GUTIERREZ  
NOTARY PUBLIC  
Until December 31, 2016  
PTR No. 007962113 - 1-2-2016 C.C.  
Lifetime IBP No. 505141 6-5-1999  
ROLL NO. 13811  
MLE # WM7822 / 5-13-13