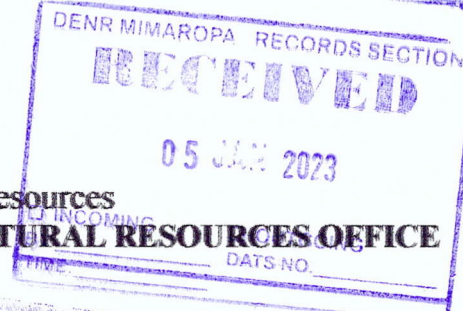




Republic of the Philippines
Department of Environment and Natural Resources
PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICE
MIMAROPA Region



DEC 20 2022

MEMORANDUM

FOR : The Regional Executive Director
DENR-MIMAROPA Region
1515 DENR by the Bay Building, Roxas Blvd.,
Brgy. 668, Ermita, Manila

THRU : The ARD for Technical Services

FROM : The PENR Officer

SUBJECT : **DRAFT MEMORANDUM OF AGREEMENT BY AND BETWEEN THE DENR AND DPWH FOR THE SEEDLING REPLACEMENT PURSUANT TO THE JOINT MEMORANDUM CIRCULAR (JMC) NO. 01 DATED JULY 3, 2014.**

Forwarded is the memorandum dated December 12, 2022 from CENR Officer Anastacio A. Santos regarding to the input on the Draft Memorandum of Agreement by and between DENR-MIMAROPA and DPWH-MIMAROPA Region for the seedling replacement that are affected by the DPWH projects within MIMAROPA Region.

For your information and records.


ERNESTO E. TAÑADA



Republic of the Philippines
Department of Environment and Natural Resources
MIMAROPA Region
COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE
National Road, Brgy. Sto. Niño, Sablayan, Occidental Mindoro
E-mail: cenrosablayan@denr.gov.ph

December 12, 2022

MEMORANDUM

FOR : The OIC, Assistant Regional Director
For Technical Services

THRU : The OIC, PENR Officer

FROM : The CENR Officer

SUBJECT : **DRAFT MEMORANDUM OF AGREEMENT BY AND BETWEEN THE DENR AND DPWH FOR THE SEEDLING REPLACEMENT PURSUANT TO THE JOINT MEMORANDUM CIRCULAR (JMC) NO. 01 DATED JULY 3, 2014**

RECORDED
Date: 12-12-22
By: [Signature]

Respectfully forwarded is our input on the Draft Memorandum of Agreement by and between the DENR-MIMAROPA and DPWH-MIMAROPA for the seedling replacement that are affected by the DPWH projects within MIMAROPA Region. The suggestions and recommendations made were inserted in red marks to be recognized.

For your evaluation and consideration.

FOR. ANASTACIO A. SANTOS, MPA

RECORDS

RECEIVED BY: [Signature]

DATE: 12/12 TIME: _____

RELEASED BY: _____

DATE: _____ TIME: _____

TSD

RECEIVED BY: [Signature]

DATE: 12/14 TIME: _____

RECORDS

RECEIVED BY: [Signature]

DATE: 12-16-22 TIME: 10:21

RES

RECEIVED BY: [Signature]

DATE: 12/16/2022 TIME: _____

RELEASED BY: _____

DATE: _____ TIME: _____

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Agreement** is made and entered into by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES MIMAROPA Region**, a government agency existing the laws of the Republic of the Philippines with office address at DENR by the Bay Building, 1515 Roxas Boulevard, Ermita, Manila, represented by **Director LORMELYN E. CLAUDIO, CESO IV**, in her capacity as **Regional Executive Director**, herein referred to as the **"DENR"**

-and-

The **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS MIMAROPA Region**, a government agency existing under the laws of the Republic of the Philippines with office address along Epifanio Delos Santos Avenue (EDSA), Quezon City, represented by **Director GERALD A. PACANAN**, in his capacity as **Regional Director**, herein referred to as **"DPWH"**.

The **DENR** and the **DPWH** shall be collectively referred to as **"PARTIES"**.

-WITNESSETH-

WHEREAS, the **DENR** is the primary government agency responsible for managing, developing and conserving natural resources and protecting the environment, including the effective and efficient enforcement of **Environment and Natural Resources (ENR)** laws, rules and regulations;

WHEREAS, the **DPWH** is mandated, among others, to undertake the planning of infrastructure, design, construction and maintenance of national roads and bridges;

WHEREAS, Joint Memorandum Circular No. 01 dated July 3, 2014 was issued which contains the *Guidelines for the Implementation of the DPWH-DENR-DSWD Partnership on Tree Replacement Project*;

WHEREAS, pursuant to **DENR Administrative Order (DAO) No. 2018-16 dated July 18, 2018**, the **DENR** shall issue Tree Cutting Permits to the **DPWH** to cut trees, whether naturally grown or planted, affected by the widening and rehabilitation of national roads;

WHEREAS, the **DPWH** shall be required to replace the affected trees with seedlings, preferably indigenous tree species, at a ratio of 1:100 for naturally grown trees and 1:50 for planted trees, as prescribed under **DENR Memorandum Circular No. 2012-02** to support the National Greening Program and climate change initiatives of the government;

WHEREAS, the **DENR** shall be responsible for the identification of the sites and out-planting of the replacement seedlings;

WHEREAS, the parties have agreed, in order to facilitate the replacement of the affected trees, to transfer the necessary funds to the **DENR** to cover the production of seedlings and the costs for the plantation establishment and maintenance and protection of the planted trees;

NOW, THEREFORE, for and in consideration of the preceding premises and mutual covenants herein, the parties agreed as follows:

ARTICLE I SCOPE AND COVERAGE

This Agreement shall cover all rehabilitation and widening projects of national roads within MIMAROPA Region administered by the DPWH and its respective District Engineering Offices, and the corresponding tree plantation sites identified and recommended by the DENR pursuant to the provisions of Joint Memorandum Circular No. 01 dated July 3, 2014.

ARTICLE II FINANCING AGREEMENT

The DPWH shall ensure compliance with DENR Memorandum Circular No. 2012-02, which mandates the replacement of affected trees with seedlings, preferably of indigenous tree species, at a ratio of 1:100 for naturally grown trees and 1:50 for planted trees.

For this purpose, the DPWH shall ensure that replacement seedlings have sufficient funding and include the corresponding funds in their works program.

ARTICLE III PARTIES' RESPONSIBILITIES AND WORK ARRANGEMENT

The parties agreed to undertake the following in order to efficiently and successfully implement this Agreement.

1.The DENR, through its implementing PENROs and CENROs, shall:

- 1.1. Process and issue **Tree Cutting Permits** in favor of the DPWH and its District Engineering Offices upon compliance with all the requirements **stipulated in DAO 2018-16**.
- 1.2. Supervise the implementation of the cutting permits, including the accounting, safekeeping and disposition of recovered logs and wood materials from the cut trees.
- 1.3. Provide the DPWH and their Contractors with **financial** statement indicating the total amount for the entire replacement scheme, including the **cost of** maintenance and protection activities based on the NGP costings.
 - 1.4. Identify suitable plantation sites **including graduated NGP plantations that are already dropped from book of accounts as well as other untenured forestlands** with proper survey, mapping, planning and characterization of the areas that can accommodate the total number of replacement seedlings to be planted and prepare the necessary work and financial plan for each plantation site.
- 1.5. Upon receipt of the funds from the DPWH, produce replacement seedlings with a 10% mortality allowance and plant within identified and selected planting sites upon reaching plantable age and the right time to outplant.
- 1.6. Issue Official Receipt (OR) for the amount received from the DPWH and deposit said amount to the Trust Fund Account of the DENR in an authorized depository bank.
- 1.7. Disburse the fund strictly and exclusively following the approved Work and Financial Plan (WFP), subject to government accounting rules and regulations.

- 1.8. Submit to the DPWH project completion reports, return unused funds, and ensure liquidation of used funds.
- 1.9. Conduct capacity building for the engaged program participants properly perform the required tree replacement activities.
- 1.10. Perform other related activities to ensure the successful implementation of the tree replacement project.

2. The DPWH, through its Provincial Field Offices, shall:

- 2.1. The DPWH, through its District Engineering Offices shall provide the DENR the number of trees to be affected by the road widening/construction in order to determine the number of seedling replacement in preparation to the Work and Financial Plan
- 2.2. The DPWH, Regional or District Engineering Offices, whichever is applicable, shall include in its program of works as one of the pay items the production of seedlings, costs of plantation establishment, and maintenance and protection for at least three years.
- 2.3. Transfer funds directly to the DENR, which the latter shall use to implement the tree replacement project that engages the *Pantawid Pamilia* beneficiaries and poor communities in the project site.
- 2.4. Turn over all trees cut within the Road Right-of-Way (RROW) clearing activities to the DENR log/lumber compound.

3. Creation of Technical Working Group (TWG). The Parties shall create a TWG to monitor and evaluate the activities undertaken following this Agreement. Both parties shall charge against their respective agency funds the project management and administration expenses, such as travelling and transportation expenses that maybe incurred in implementing project activities that are coherent to the mandates or functions of the Parties. In addition, the Parties shall share costs for the conduct of meetings, trainings, conferences, workshops and other gatherings related to the project.

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

1. The Parties may execute, sign, and deliver such other implementing agreements and documents which are necessary or convenient under the premises to fully and effectively carry out the intents and purposes of this Agreement.
2. The Parties may amend or revoke this Agreement only upon mutual consent, provided that Supplemental Provisions shall cover all amendments signed by the Parties and made as an integral part of this Agreement.
3. This Agreement shall take effect upon signing thereof by the Parties and shall remain in full force and effect until the purposes of this Agreement are entirely served, unless amended, revoked or sooner terminated by mutual consent of the Parties.
4. If any provision contained herein is declared invalid, illegal or unenforceable in any respect by a competent authority under any applicable law or decision, the Parties shall respect the other remaining provisions' validity, legality, and enforceability.

IN WITNESS WHEREOF, the parties hereto have assigned this Agreement this _____ day of _____ at _____.

LORMELYN E. CLAUDIO
Regional Executive Director

GERALD A. PACANAN
Regional Director

SIGNED IN THE PRESENCE OF:

Name of Witness

Name of Witness

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Manila)

Before me, a Notary Public for and in the City of Manila this ____ of _____, personally appeared on _____, for the following person with their competent evidence of identity, to wit:

Name	ID	Date/Place of Issue
LORMELYN E. CLAUDIO	_____	_____
GERALD A. PACANAN	_____	_____

Known to me and be known to be the same persons who executed the preceding Memorandum of Agreement, consisting of four (4) pages, including the page on which this acknowledgement is written, signed by the Parties and their instrumental witnesses on every page hereof and sealed with my notarial seal, and who acknowledged to me that the same is their free and voluntary act and deeds, as well as that the entities herein represented,

WITNESS MY HAND AND SEAL on the day and place above written.

Notary Public