



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY



Provincial Governor's Office

March 3, 2026

THE HONORABLE MEMBERS
Office of the Provincial Council
This Province

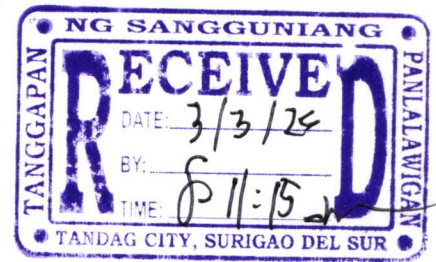
RELEASED
PGO-SURIGAO DEL SUR

SIGNATURE OVER PRINTED NAME
CONTROL NO: DATE: 3/3/26 TIME: 11:12

Thru: **HON. MANUEL O. ALAMEDA, SR.**
Vice Governor & Presiding Officer

Sir:

Greetings!



May we respectfully request the URGENT passage of a Sangguniang Panlalawigan Resolution authorizing the Provincial Governor to enter into a contract with the winning bidder for the Mindanao Inclusive Agriculture Development Project (MIADP) projects, particularly the following:

1. Improvement/Concreting of Lower Bagyang–Upper Bagayang FMR
– Php 37,019,371.47
2. Improvement/Concreting of Purok 8 to Nahikyad Tambonon FMR
– Php 21,387,504.66

The immediate approval of the said Resolution is necessary to facilitate the timely implementation of these Farm-to-Market Road (FMR) projects and to ensure compliance with procurement requirements and prescribed project timelines.

Attached is the No Objection Letter, and the Signed Implementation Management Agreement.

We are hoping for your favourable and immediate action on the matter.



PROVINCE OF SURIGAO DEL SUR
Office of the Secretary to the Sangguniang Panlalawigan

Tel. No.: 086-2115832
Email: ossp@surigaodelsur.gov.ph
OSSP-26-05615

Truly yours,


JOHNNY T. PIMENTEL
Provincial Governor



Republic of the Philippines
Department of Agriculture
MINDANAO INCLUSIVE AGRICULTURE DEVELOPMENT PROJECT
PROJECT SUPPORT OFFICE
4th Floor, Central Plaza 1 Building, JP Laurel Avenue, Bajada, 8000 Davao City
(082) 308-0502 | miadp.pso@gmail.com

November 12, 2025

ARLAN M. MANGELEN
Project Director
MIADP Regional Project Coordination Office XIII
Butuan City

NO OBJECTION LETTER 1 (NOL1)

*Mindanao Inclusive Agriculture Development Project (MIADP) (Loan No. 9488-PH)
Resilient Ancestral Domain Agri-Fisheries Infrastructure: Rural Roads Contract
Improvement/Concreting of Lower Bagyang – Upper Bagyang FMR
San Miguel, Surigao del Sur
Subproject ID No.: MIADP-IN-R013-SDS-AD-SNM-FRD-0021
EPC – Php 37,019,000.00*

Dear Director Mangelen:

We are pleased to inform you that your proposed subproject stated above has passed the criteria set by the Project and is eligible for funding under the Project's loan from the World Bank under Loan No. 9488-PH.

Accordingly, your submission of the Feasibility Study with Safeguards compliance, Detailed Engineering Design (DED), Program of Works (POW) and Bidding Documents for the said subproject with an Estimated Project Cost (EPC) of Thirty-Seven Million Nineteen Thousand Pesos (Php 37,019,000.00) for our evaluation have been found to be in order.

Based on the information provided to us, we have "No Objection" for the conduct of procurement of works for the abovementioned subproject.

The LGU of Surigao del Sur may now proceed with the posting on the Philippine Government Electronic Procurement System (PhilGEPS) and the issuance of the standard bidding documents to prospective bidders, subject to the submission of the Implementation Management Agreement (IMA) by the LGU and the issuance of the Certificate of Availability of Funds (CAF). They may opt to publish the Invitation to Bid (ITB) in the newspaper if they deem necessary to enhance participation and widen competition. We would like to emphasize the following concerns relative to this procurement for your compliance and appropriate action:

- a. The LGU should take note of the relevant schedules (issuance of bidding documents, pre-bid conference, bid opening) taking into consideration the mandatory period for each activity, such that minimum period of 30 days between the posting and bid opening is observed;
- b. No changes should be introduced to the Philippine Bidding Documents without clearance from the MIADP-PSO;



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- c. The LGU to ensure that a greater number of prospective bidders are invited and made aware of this opportunity to enhance the chances of successful bidding;
- d. The LGU should forward an e-copy of the final bidding documents to the official e-mail address of the MIADP-PSO (miadp.pso@gmail.com) for our uploading at the *MIADP website* and copy of the same to Procurement Unit, with e-mail address psa.miadpproc@gmail.com. The LGU should also notify the RPCO XIII on the final date of the posting of this subproject through their official e-mail address da.miadp13@gmail.com a week before the scheduled posting of the subproject in order for the RPCO XIII to keep track of the development of the procurement activities;
- e. The LGU may now proceed with the submission of the Implementation Management Agreement (IMA). Project Cost is based on the approved Estimated Project Cost (EPC); and
- f. To ensure that the construction is in accordance with plans and technical specifications and compliant to MIADP's Quality Monitoring and Durability System (QDMS), the LGU shall commence hiring of full-time members of the Construction Supervision Team (Resident Engineer for LGU with more than one SP, Site Engineer per SP, Materials Engineer per LGU, Document Officer per SP), if no qualified organic staff could be detailed on a full-time basis. Likewise, the LGU shall submit the curriculum vitae of each member of the Construction Supervision Team to PSO AD-INFRA, prior to the issuance of NOL2.

Moreover, please inform the LGU of Surigao del Sur that failure on their part to post the Invitation to Bid in PhilGEPS will require a repeat of the procurement process. Also remind them that as soon as the bid process/bid evaluation is completed, they have to secure first the "No Objection Letter" to Award (NOL2) before they will issue the Notice of Award (NOA) to the Lowest Calculated and Responsive Bid.

Thank you and we look forward to the successful implementation of the sub-project. Our warm regards.

Very truly yours,

MACARIO D. GONZAGA
MIADP Project Director

Republic of the Philippines
Department of Agriculture
Mindanao Inclusive Agriculture Development Project (MIADP)
Project Support Office

IMPLEMENTATION MANAGEMENT AGREEMENT
Resilient Ancestral Domain Agri-Fisheries Infrastructure

This Agreement is made and entered into this _____, at _____, Philippines, by and among:

The **Department of Agriculture**, an Executive Department of the Republic of the Philippines, with principal address at **DA RFO XI**, represented herein by **Director Macario D. Gonzaga, Project Director, Project Support Office** hereinafter referred to as the **DA**;

The **Department of Agriculture - Region XIII**, an Executive Department of the Republic of the Philippines, with principal address at Capitol Site, Butuan City, represented herein by **Arlan M. Mangelen, Regional Project Director, Regional Project Coordination Office - Caraga** hereinafter referred to as the "**DA-RPCO**";

and

The **Provincial Government of Surigao del Sur**, a political subdivision of the Republic of the Philippines, represented by **Johnny T. Pimentel**, Governor, hereinafter referred to as the **Provincial Local Government Unit (PLGU)**;

- W I T N E S S E T H -

WHEREAS, Republic Act No. 8435, otherwise known as the Agriculture and Fisheries Modernization Act (AFMA) of 1997 sets out the Government's policies in the agriculture sector in attaining equitable distribution of opportunities, income and wealth, expanding productivity, and sustaining increase in production of goods and services thereby raising the quality of life of the people, especially the underprivileged;

WHEREAS, the DA gives foremost consideration to poverty alleviation and social equity especially among marginalized and vulnerable sectors of the farming community in the ancestral domains through the development and implementation of rural infrastructures that aim for equitable access to resources, income opportunities, and support services;

WHEREAS, the Government of the Philippines (GOP) has obtained a loan from the International Bank for Reconstruction and Development - World Bank (IBRD - WB) with **IBRD Loan No. 9488-PH** amounting to **U. S. Dollar ONE HUNDRED MILLION ONLY (US\$100,000,000)** for the purpose of financing the **Mindanao Inclusive Agriculture Development Project (MIADP)** to support the Government's effort to increase agricultural productivity, resiliency, and access to markets and services of IPOs, farmer and fisherfolk groups in selected ancestral domains in Mindanao;

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WHEREAS, the MIADP recognizes the importance of involving the Indigenous People throughout the implementation process in line with Section 7 (b) of the IPRA which provides, among others, that the ICCs/IPs have the right to an informed and participate in the formulation and implementation of any project, government or private, that will affect or impact the ancestral domains and receive just and fair compensation for any damages which they may sustain as a result of the project;

WHEREAS, the DA's functions relative to the Project are done through Project Support Office (PSO) and Regional Project Coordination Office (RPCO);

WHEREAS, the MIADP will support infrastructure investments **under Component 2: Resilient Ancestral Domain Agri-Fisheries Infrastructure** and all funds concerning the implementation of **infrastructure sub-projects** will be coursed through and maintained by the Project Support Office (PSO) and will be made available to participating Local Government Units;

WHEREAS, the PLGU manifested its interest to participate in the Project, and forwarded to the DA pertinent documentary requirements for its proposed subproject;

WHEREAS, the Regional Project Advisory Board (RPAB) of MIADP in DA – RPCO XIII in its meeting on October 6, 2025, approved the Subproject of the PLGU Surigao del Sur ***“Improvement/Concreting of Lower Bagyang to Upper Bagyang FMR”*** in its Resolution No. 05 series of 2025 dated October 6, 2025:

WHEREAS, the MIADP-PSO has issued its No Objection for the implementation of the aforementioned subproject on November 12, 2025;

WHEREAS, the PLGU and the DA committed to perform actions as set out in this Implementation Management Agreement (IMA) hereinafter referred to as the **“AGREEMENT”** to ensure the successful implementation of the subproject, and thus achieve the Project’s desired objectives;

WHEREAS, the PLGU through the Sanguniang Panlalawigan Resolution No. ~~53-2~~ Series of 2025 dated December 2, 2025, authorized the Governor to sign this Agreement and commit the PLGU to the provisions therein;

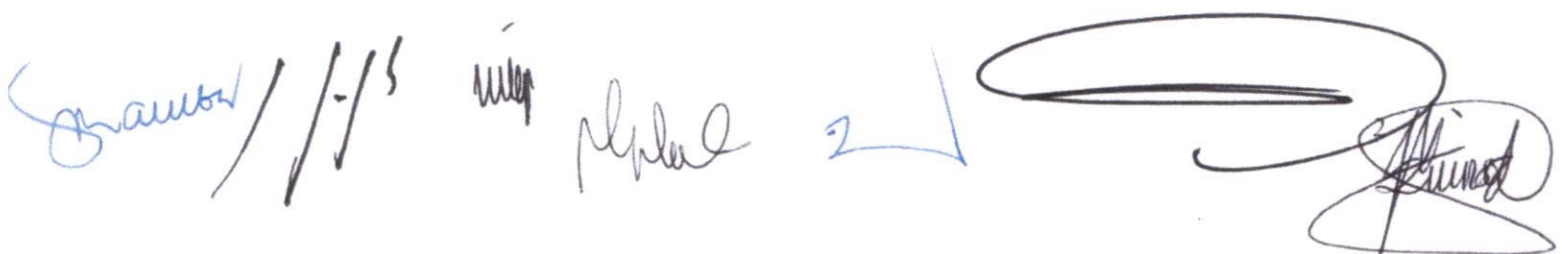
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties thereto agree as follows:

ARTICLE I – PURPOSE OF THE AGREEMENT

Sec 1.01 The Agreement sets out the commitments of the Department of Agriculture under the **Mindanao Inclusive Agriculture Development Project (MIADP)** and the PLGU for implementing the Subproject in close partnership with the concerned Indigenous Peoples Structure (IPS).

ARTICLE II - ABBREVIATIONS AND ACRONYMS

Sec 2.01 Unless this Agreement otherwise requires, the terms or acronym used in this Agreement shall have meanings as set out in **Schedule 1 (Abbreviations and Acronyms)**.

The bottom of the page features several handwritten signatures and initials in blue ink. On the left, there are initials that appear to be 'G. Santos' followed by a date '11/13'. In the center, there is a signature that looks like 'M. P. ...' and another '2'. On the right, there is a large, stylized signature that appears to be 'M. ...'.

ARTICLE III - SUBPROJECT DESCRIPTION AND COST ESTIMATES

- Sec 3.01** The subproject covered by this Agreement is the "**IMPROVEMENT/CONCRETING OF LOWER BAGYANG TO UPPER BAGYANG FMR**" described in detail in the **Description of Subproject**, herein attached as **Schedule "2"** (hereinafter referred to as the "Subproject").
- Sec 3.02** The Subproject cost for Civil Works under the Infrastructure Development Component is estimated at **THIRTY-SEVEN MILLION NINETEEN THOUSAND THREE HUNDRED SEVENTY-ONE PESOS AND 47/100 (P37,019,371.47)** the breakdown of which is set forth in the **Estimated Subproject Cost**, herein attached as **Schedule "3."**
- Sec 3.03** Any increase in contract cost beyond the approved subproject cost/estimated subproject cost (EPC) or beyond the approved contract cost after competitive bidding shall be solely borne by the LGU.
- If in any case the increase in cost is because of variation order, the PLGU will provide the additional amount. The cost of Detailed Engineering Design, Supervision Cost, and all other costs related thereto shall also be for the account of the PLGU. The ICC in the ancestral domain may also provide community contributions such as labor and volunteer work, during the implementation and maintenance phase.
- Sec 3.04** The DA will provide to the PLGU an amount equivalent to 90% of the Approved Subproject Cost, of which 80% will be sourced from the Loan Proceeds and 10% from the Government of the Philippines (GOP) Counterpart Fund. The PLGU will be required to shoulder an Equity which is 10% of the Approved Subproject Cost as provided under **Schedule 3 (Estimated Subproject Cost)**.
- Sec 3.05** Based on the discussion in Sec 3.04, the DA shall make available from the Loan Proceeds the amount **TWENTY-NINE MILLION SIX HUNDRED FIFTEEN THOUSAND FOUR HUNDRED NINETY-SEVEN AND 18/100 (P 29,615,497.18)**, while the GOP Counterpart shall be in the amount of **THREE MILLION SEVEN HUNDRED ONE THOUSAND NINE HUNDRED THIRTY-SEVEN PESOS AND 15/100 (P 3,701,937.15)** as financial assistance to the PLGU in the form of Grant subject to the terms and conditions of this Agreement.
- Sec 3.06** Based on the same discussion in Sec 3.04, the PLGU's equity shall be **THREE MILLION SEVEN HUNDRED ONE THOUSAND NINE HUNDRED THIRTY-SEVEN PESOS AND 15/100 (P 3,701,937.15)** of the Approved Subproject Cost to be used exclusively for civil works.
- Sec 3.07** The Grant shall be allocated in accordance with the provisions of this Agreement, for expenditures incurred in respect of the approved costs of the Subproject components described and referred to in the **Estimated Subproject Cost and Tentative Disbursement Schedule**, herein attached as **Schedule "3" and "4,"** respectively, of this Agreement.

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ARTICLE IV – SUBPROJECT ACCOUNT AND RECORDS

Sec 4.01 The PLGU shall:

- a) Upon signing of this Agreement, establish and maintain in a bank, acceptable to the Government three Subproject Trust Accounts; one account each for:
 - (i) funds withdrawn from the **DA Loan Proceed** from IBRD-WB to finance parts of the Subproject;
 - (ii) funds withdrawn from the **DA GOP Counterpart Fund** to finance parts of the subproject; and
 - (iii) funds for **Equity** of the **PLGU** for the Subproject.

A subsidiary ledger shall be maintained for each of the above cited trust accounts (Grant/Equity) for proper accounting, record-keeping and monitoring of transactions and to facilitate the preparation of financial reports.

- b) Maintain a financial management system and prepare financial statement in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, financial condition of the Participating PLGU, and the operations, resources and expenditures related to the Project, including the recovery of all costs, for carrying out the Subproject or any part thereof;
- c) Establish and maintain separate accounts and books for the Subproject, reflecting all expenditures and on withdrawals requested and received from the DA on the basis of the Statement of Receipts and Expenditures (SRE). Maintain records adequate to reflect, in accordance with consistently sound accounting practices, the operations, resources and expenditures, including the recovery of all costs, for carrying out the Subproject or any part thereof;
- d) Disburse the funds in accordance with the Subproject components to which the Grant were provided as presented in Schedule 2, 3 and 4 thereof;
- e) Retain, until ten (10) years after the Closing Date, all records, pertaining to or mentioned in Subsections (a) to (c) of this Section (including contracts, orders, invoices, bills, receipts and other documents) evidencing the expenditures and payments on the accounts of the Subproject, and enable the DA's representatives to examine such records;
- f) Have its financial statements for the Project referred to above audited by Independent auditors (Commission on Audit) acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank. Each audit of these financial statements shall cover the period of one (1) calendar year of the participating PLGU.

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- g) Furnish the DA thru the PSO and the IPS as soon as available, but not later than two months, an original copy of the reports of such audits, of such scope and in such detail as the PSO shall reasonably request, including without limitations to the foregoing, a separate opinion by the auditor "as contained in an audit certificate" in respect to the expenditures and records referred to in Subsection (b) of this Section as to whether on the basis of the SRE, the Grant withdrawn have been used for the purposes for which they were provided;
- h) Furnish the PSO and the IPS such other information concerning the said separate accounts, records and expenditures and the audit thereof as PSO may reasonably request from time to time.

ARTICLE V – SUBPROJECT EXECUTION

- Sec 5.01** The PLGU shall implement the subproject in close partnership with the IPS and/or the IPOs and with due respect to the cultural and governance practices and laws of the ancestral domain (AD).
- Sec 5.02** The PLGU shall start the implementation of the Subproject, based on the schedule presented in the **Project Implementation Plan**, herein attached as **Schedule "5,"** immediately from the date of the effectivity of this Agreement.
- Sec 5.03** Upon approval of this Agreement and in compliance with the additional conditions referred to in Section 9.02 of this Agreement, the DA/ PSO will release or cause the release of Grant to the PLGU in accordance with **Schedule of Release of Funds** and **Schedule of Requirements for the Release of Funds** of this Agreement, herein attached as **Schedules "6"** and **"7,"** respectively.
- Sec 5.04** The PLGU shall pass an ordinance appropriating the LGU Equity for the Subproject, and deposit these in the accounts referred to in Section 4.01 Subsection (a) in the amount of and on such dates specified in **Schedule 3** of this Agreement, such funds are to be withdrawn and disbursed against the claims of the contractors/creditors in accordance with the same schedule of this Agreement.
- Sec 5.05** The DA through PSO and/or RPCO shall:
- a) Monitor, supervise, and evaluate the PLGU in the implementation of its Subproject and its compliance with the obligations under this Agreement;
 - b) Assist in the review of the procurement of civil works, as well as the works/outputs of contractors; and
 - c) Ensure that the Subproject is implemented in accordance with the provisions of this Agreement, relevant laws, rules and regulations, and professional and technical standards.

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Sec. 5.06 During the Pre-Implementation, the PLGU mandates itself to comply with the following Deadlines:

- a) The following Sangguniang Panlalawigan Resolutions and or Executive Order must be issued by the Sangguniang Panlalawigan or endorsed by the Local Chief Executive and submitted to the RPCO within a reasonable time from the date of receipt of the No Objection Letter 1 (NOL1) of MIADP for the Implementation of the subproject:
 - i. Executive Order creating the Local Project Management and Implementation Unit (LPMIU) in accordance to the requirements of the DA and the Bank;
 - ii. Sangguniang Panlalawigan Resolution authorizing the Local Chief executive to sign, execute and enter into the previously entered MOA between DA and LGU dated and this IMA;
 - iii. Sangguniang Panlalawigan Resolution/Ordinance committing logistical and funding support to the LGU and the subproject, particularly with respect to the equity contribution and operations and maintenance of completed or installed structures, systems and facilities;
 - iv. Sangguniang Panlalawigan Resolution authorizing the Local Chief Executive to enter into contracts with the winning bidders for civil works, consultancy, procurement of goods/equipment and other agreements required to be done to put this Agreement into full effect;
- b) The IMA must be signed by the Local Chief Executive and submitted to the RPCO within a reasonable time from the receipt of the NOL 1 of MIADP to the Implementation of the subproject.

During the Procurement, the LGU mandates itself to comply with the following Deadlines:

Procurement Activity	Deadline
1. Pre-procurement Conference	1 calendar day from the perfection of the IMA
2. Advertisement/Posting of ITB to Opening/Submission of Bids	Minimum of 30 calendar days
3. LGU Post Qualification and Bid Evaluation and Submission of BER to RPCO	Within 15 calendar days from the Opening of Bids
4. RPCO-PSO Joint Bid Evaluation Review (BER)	Within 15 calendar days from the submission of BER to RPCO
5. Issuance of NOL2	Within 5 calendar days from the RPCO-PSO Joint Bid Evaluation
6. Issuance of Notice of Award to the LCRB and Posting of Performance Bond/Security	Within 10 calendar days from the issuance of NOL2

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7. Contract Preparation and Signing	Within 7 calendar days from the posting of Performance Bond/Security
8. Issuance of Notice to Proceed	Within 7 calendar days from signing of contract
Entire Procurement Process:	Accomplished in 90 days

Sec 5.07 The PLGU shall also:

- a) carry out the screening of environmental and social risk and implementation of E&S management for the proposed Sub-project in accordance with the provisions of the Environmental Social Commitment Plan (ESCP);
- b) prior to the commencement of any works, hold consultations on the nature and extent of the proposed Sub-project including its impacts to the community and disclosure of Environmental Social Management Plan (ESMP) in compliance to the Bank's Environmental and Social Framework;
- c) carry out the Sub-project in accordance with the ESMP;
- d) require the Sub-project contractor to prepare and submit a Contractor's ESMP for the management of social and environmental impacts of construction; and
- e) in the event an environment compliance certificate is required under the Philippine law or regulations, such certificate and/or any other related environmental clearance/permit must be obtained from DENR and other concerned government agencies or their instrumentalities at the Regional level in respect of the activities under said Sub-project.

Sec 5.08 If the activities under the proposed Sub-project give rise to Project Affected Persons (PAPs), the PLGU shall carry out the following in accordance with the Land Access Framework ESS5 of the ESF:

- a) continuous consultation processes to ensure the smooth implementation of IPS Resolution consistent with the policy on the rights of the IPs/ICC; and
- b) prepare, hold consultations on, and disclose, prior to the commencement of any works.

Sec 5.09 Since the proposed Sub-project will be implemented within the ancestral domain, the PLGU shall carry out, with emphasis on cultural sensitivity, the provisions in Section 5.06, especially the consultations, separately for the IPs/ICCs in accordance with the ESS7: Indigenous People and ESS8: Cultural Heritage and IP Rights Act (R.A. 8371).

Sec 5.10 To effect access to the Project Grievance Redress Mechanism (GRM) of any person who has feedbacks or complaints, the PLGU shall:

- a) set-up the GRM at the municipal, barangay levels and IPS/IPO that accepts feedbacks and/or complaints of any person on project

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- b) designate, through an Executive Order, a Grievance Point Person (GPP) and IPO/IPS Resolution for the Grievance Committee, shall perform the roles and functions as set in accordance to ESS2: Labor and Working Condition and ESS10: Stakeholders Engagement and Information Disclosure to resolve complaints and address feedbacks promptly; and
- c) document the registry and resolution process of lodged complaints and feedbacks as prescribed in the GRM and submit the same to the Project through the RPCO; and
- d) facilitate the production, installation/dissemination of GRM posters and other GRM information materials.

- a) enforce to the Sub-project contractor to abide with R.A. 11058 also known as "Occupational Safety and Health Standards Law" as well as the Occupational Safety and Health Standards of the DOLE; and
- b) require the Sub-project contractor to employ measures that would help avoid adverse impacts on health and safety of the community or minimize community exposure to health and safety risks.

- a) Maintain, throughout the period of Project implementation, the organization, management and resources, satisfactory to the Bank, for carrying out Sub-projects;
- b) Maintain the Local Project Management and Implementation Unit (LPMIU) throughout the period of Project implementation, 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;
- c) Carry out the Sub-projects with due diligence and efficiency, and in conformity with appropriate engineering, economic, financial, administrative, technical, and agricultural practices and sound social and environmental standards, as set forth in the Operations Manuals prepared and adopted by the Project, and acceptable to the Bank, and provide promptly as needed, the funds, facilities, services and other resources required therefore;
- d) Submit monthly and quarterly E&S Compliance Monitoring Report, and annual financial and physical progress reports regularly to PSO through RPCO on or before due dates;
- e) Comply with all the provisions applicable in the MIADP Operations Manuals and Guidelines in subproject implementation. In case of

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ambiguity, the Philippine Bidding Documents 5th edition as harmonized with R.A. 9184 otherwise known as the Government Procurement Reform Act (GPRA) of the Philippines and World Bank shall be used;

- f) Ensure that said works, services and other incident thereto are utilized exclusively for the purpose of carrying out the Project;
- g) Enable the DA and the Bank to examine all materials, equipment, facilities, sites and works included in the Project, the operation thereof, and any relevant records and documents; and
- h) 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.

ARTICLE VI - MONITORING, REPORTING AND EVALUATION

Sec 6.01 The PLGU, through the LPMIU, shall comply with the procedures and guidelines for monitoring and reporting as prescribed by the MIADP.

Sec 6.02 The PSO and RPCO, shall undertake overall monitoring and evaluation of the performance of the PLGU in carrying out the tasks, responsibilities and obligations set forth in this Agreement.

Sec 6.03 The PLGU shall enable the WB, PSO, RPCO and IPS to monitor, examine all materials, equipment, facilities, sites and works included in the Project, the operation thereof, and any relevant records and documents. The findings of the monitoring team shall be forwarded to the PSO and RPCO Directors, copies of which should be furnished to the PLGU and IPS.

Sec 6.04 Status reports such as Statement of Receipts Expenditures (SRE), Statement of Sources and Application of Funds (SSAF), financial statements (Trial Balance, Balance Sheet and Cash Flow Statement) attached as **Schedule 8 (Format of Financial Reports and Statements)** and Monthly progress Report on the Subproject shall be forwarded by the PLGU to the PSO through RPCO on or before the 5th day of the ensuing month in such details and frequency as may reasonably be requested subject to validation by the PSO and/or RPCO.

Sec 6.05 The PLGU shall:

- a) Maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the performance indicators in the Loan Agreement, the carrying out of the Sub-projects; and
- b) Prepare, under the terms of reference satisfactory to the Bank, a semi-annual report summarizing the results of the monitoring and evaluation activities performed on progress achieved in carrying out the Sub-projects during the preceding calendar semester and

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setting out the measures recommended to during the next semi-annual period following such date and furnish the same to RPCO/PSO to enable them to consolidate and submit the information to the Bank.

- c) Espouse downward accountability to the AD through the IPS/ICCs by involving them in monitoring and evaluation of the subprojects and sharing with them the findings and results of any activities.

Sec 6.06 The PLGU shall allow the WB, PSO and RPCO to conduct audit inspection and review of financial accounting records.

Sec 6.07 In the event that the performance of the PLGU falls short of the agreed objectives, targets or projects, the PLGU shall notify the PSO and RPCO in writing within fifteen (15) calendar days from the latest monthly accomplishment report for necessary adjustments, modifications or amendments made or to be made in accordance with the provisions of this Agreement without prejudice to the remedies available to the DA.

ARTICLE VII - OTHER COVENANTS

Sec 7.01 All national and local taxes, duties, fees, levies and other government impositions on the Subproject shall be for the account of the PLGU.

Sec 7.02 The PLGU shall be responsible for bank charges and other expenses associated with remittances to and from the Subproject Trust Account established by the PLGU in accordance with Section 4.01, paragraph (a) i - iii of this Agreement.

Sec 7.03 The PSO and RPCO shall maintain a monitoring and record system reflecting all the funds released and the expenditures made for the execution of the Subproject.

Sec 7.04 The PLGU warrants that the Sangguniang Panlalawigan has passed a resolution, as shown in **Schedule 9** (Sangguniang Panlalawigan Resolution No.) that:

- a) Authorize the Local Chief Executive (LCE) to enter into contracts with the winning bidders for civil works, consultancy, procurement of goods/equipment and other agreements required to be done to put this Agreement into full effect,
- b) In subprojects outside the AD, commits to process the transfer of and/or annotation to land title/s of the transferred or donated properties to be utilized in the Subproject, and
- c) Commits resources and logistical support including allocation of funds for safeguards-related costs for the effective implementation of the Subproject.

Sec 7.05 The PLGU shall submit the Subproject Completion Report not later than six (6) months after the last payment was made by the PLGU to the contractor and/or to the proponent group.

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Sec 7.06 Upon the issuance of the Certificate of Completion, the PLGU shall operate and maintain, or cause to be operated and maintained properly, the structures, systems and facilities constructed, installed or established under the Subproject and shall pass an appropriation ordinance providing for the funds, facilities, services and other resources required for the purpose for the next ten (10) years after subproject completion. The PSO, RPCO and IPS shall be copy furnished with the copy of the Appropriation Ordinance for monitoring purposes.

For access roads sub-projects, the PLGU shall pass appropriate ordinance(s) such as those relating to speed and load limits, quarrying, slash-and-burn to ensure public safety and sustainability of the sub-projects.

- Sec 7.07**
- a) Any notice or request required or permitted to be given or made in this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered to PSO, the Office of the LCE, in case of the PLGU, or such other address which the Parties hereto may specify in writing.
 - b) Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement, on behalf of the DA, may be taken or executed by the PSO Project Director or his authorized representative.
 - c) Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement, on behalf of the PLGU, may be taken or executed by the LCE except those expressly reserved in this Agreement to be taken by the PLGU's Sangguniang Panlalawigan.

Sec 7.08 By mutual consent, this Agreement or any part thereof may be changed, modified, revised and amended or supplemented for the purpose of effective implementation and management of the Subproject. All other parties concerned shall be notified/ informed of such changes, revisions and amendments.

Sec 7.09 All disputes or controversies between the parties arising out of or in connection with this Agreement, which is not settled between the parties shall be elevated initially to the DA only.

Sec 7.10 Notarial fees and expenses incidental to the processing of this document shall be chargeable against the PLGU funds.

ARTICLE VIII- REMEDIES

Sec 8.01 The DA shall suspend the subsequent releases of the Grant if any of the following occurs:

- a) The PLGU has no or insufficient equity for the Subproject;
- b) Unsatisfactory performance of the PLGU in the implementation and execution of the Subproject. There is an Unsatisfactory Performance if:

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[Signature]

- 1 there is an apparent negative 15% slippage of the monthly physical performance of the Subproject;
 - 2 there is negligence to Social and Environmental Safeguards requirements/standards set forth in the ESF that would result to adverse environmental or social impact.;
 - 3 there is an apparent collusion between the PLGU and winning bidder based on a verified report by the PSO, which is prejudicial to the subproject. The suspension shall last until final findings and recommendations were issued by the PSO;
 - 4 All other analogous cases prejudicial to the subproject.
- c) At any time the PSO or RPCO determines, during the conduct of review and monitoring activities, that the procurement of any contract to be financed by Grant is inconsistent with the procedures set forth or referred to by the WB and GOP; and
- d) Extraordinary conditions such as force majeure, fortuitous events, and the like which shall make it necessary to suspend the implementation of the Subproject.

Sec 8.02 The DA, at its own sole option, reserves the right to lift such suspension for the resumption of releases of Grant for the Subproject of the PLGU .

Sec 8.03 Upon the recommendation of PSO, the concerned Regional Project Advisory Board (RPAB) shall cancel the IMA if any of the following occur:

- a) Continuous non-compliance or violation by the PLGU of any provisions of this agreement without doing anything to rectify the non-compliance or violation despite due notice from the MIADP;
- b) The PSO found out, with respect to any contract to be financed by the Grant, that corrupt or fraudulent practices as provided for under RA 3019 were engaged in by representatives of the PLGU or a beneficiary of the Grant during the procurement and execution of such contract, without the PLGU having taken timely and appropriate action satisfactory to the PSO to remedy the situation;
- c) At any time, when the extent of the events mentioned in **Section 8.01(d)** escalates that shall make it improbable for the Subproject to continue to be carried out; and
- d) Upon the request of the PLGU.

Sec 8.04 In such case that the Subproject is partially or fully cancelled due to the fault of the PLGU as in **Section 8.01** Sub-sections (a), (b), and (c) the following provisions shall apply:

- (a) The PLGU shall be obliged to return to DA the unexpended and/or unliquidated balance of the released Grant of the Subproject within one (1) month from the date of receipt of the notice of cancellation of IMA.

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- (b) The amount of Grant utilized shall be refunded to DA within three (3) months from the date of receipt of cancellation of IMA.

- Sec 8.05** In case of cancellation of IMA due to force majeure, as stated in **Section 8.01(d)**, the amount disbursed and paid for the actual accomplishment of the subproject may not be returned. However, any unexpended and/or unliquidated balance should be returned not later than two (2) months from the receipt of the notice of approval of cancellation of IMA.
- Sec 8.06** In case of cancellation upon the request of PLGU as stated in **Section 8.03 (d)**, the total amount of grant released should be returned within two months after receipt of notice of approval of the cancellation.
- Sec 8.07** The PLGUs whose IMA were cancelled but did not refund or return the grant funds in full to DA will not be considered for ongoing and future projects and projects of the department.
- Sec 8.08** **Failure to comply with O & M Plan:** Should the PLGU fail to properly maintain the subproject and/or provide necessary budget allocations as per Operation and Maintenance (O&M) Plan and Budget in **Schedule 10 (Operation and Maintenance Plan and Budget)** and assessment criteria, DA shall review its option to deny/withhold similar assistance in the future until such time that it is convinced that a reconsideration on the matter should be effected.
- Sec 8.09** **Conflict Settlement for O&M,** disputes and conflicts rooted on the O&M of the subproject shall be submitted to and settled by the Regional Project Advisory Board (RPAB) created for MIADP or any other appropriate Government Body.
- Sec 8.10** **Operation and Maintenance Compliance Monitoring,** the PLGU shall endeavor to engage the Local/Regional Project Monitoring Councils (L/RPMC) to monitor the implementation of the O&M plan for the completed sub-projects and submit monitoring report to DA.

The DA through the organization of the Regional Operation and Maintenance Audit Team (ROMAT) shall act as the technical arm of the RPAB in evaluating reports from the Local/Regional Project Monitoring Councils (L/RPMC) and task laterally to monitor the implementation of the PLGU O&M plan, assess implementation compliance of PLGUs of the *O&M plan and assessment criteria* and make appropriate recommendations to national government agencies concerned for appropriate alternative measures for ensuring O&M of the sub-project facilities.

ARTICLE IX – EFFECTIVITY

- Sec 9.01** **Compliance of Preconditions by the PLGU for the effectivity of this Agreement:**

- a) A Sangguniang Panlalawigan Resolution and Appropriation Ordinance have been passed committing logistical and funding support to the PLGU and the Subproject, particularly with respect to the equity contribution and operations and maintenance of completed or installed structures, systems and facilities.

Sec 9.02 This Agreement shall become effective upon signing of the parties concerned and compliance by the PLGU of the additional preconditions for effectiveness referred to in Section 9.01 of this Agreement and shall subsist and remain in full force and effect ten (10) years after the sub-project has been turned over and at such time the parties hereto shall be mutually released from all obligations hereunder.

-----nothing follows-----

IN WITNESS WHEREOF, the Parties, have caused this Implementation Management Agreement to be signed in _____, Philippines on this ____ day of _____.

By: MACARIO D. GONZAGA
Project Director
Project Support Office

By: JOHNNY T. PIMENTEL
Governor
Province of Surigao del Sur

By: ARLAN M. MANGELEN
Project Director
Regional Project Coordination Office

WITNESSES:

REBECCA R. ATEGA
Regional Deputy Project Director

/ / /
Vice Governor

JANE V. MAMBA
Project Accountant

Alphie
Provincial Accountant

[Signature]
Indigenous People Mandatory Representative

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

Before me this _____ day of FEB 05 2026 at DAVAO CITY personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue
<u>MACARIO D. GONZAGA</u>	<u>Drivers License No. L02-82-040621</u>	<u>LTO, Davao City</u>
<u>JOHNNY T. PIMENTEL</u>	<u>Passport No. P70913408</u>	<u>DFA, DUTJAN</u>
<u>ARLAN M. MANGELEN</u>	<u>M01-94-042-886</u>	<u>July 7, 2024/ Cotabato City</u>

Known to me and to me known to be the same persons who executed the foregoing agreement and they acknowledged to be the same is of their own free and voluntary act and deed and those of the offices they represent.

WITNESS MY HAND AND SEAL on the date and at the place first written above.

Doc No 415
Page No 89
Book No. 4
Series of 226



NOTARY PUBLIC
ATTY. JOHN DY C. PLAUTA
Notary Public for and in Davao City
Notarial Commission Serial No. 2025-350-2026
Valid until December 31, 2026
Roll of Attorneys No. 92242
IBP OR No. INV 576263 - 12/30/2025 - Pasig City
PTR No. 2267425D - 01/06/2026 - Davao City
The Law Firm of Torreon and Partners
Km. 5, J.P. Laurel Avenue, Bajada Davao City
MCLE Compliance No. EXEMPTED
(admitted to the Bar January 24, 2025)

SCHEDULES

Schedule 1	-	Abbreviations & Acronyms
Schedule 2	-	Description of Subproject
Schedule 3	-	Estimated Subproject Cost
Schedule 4	-	Tentative Disbursement Schedule
Schedule 5	-	Project Implementation Plan
Schedule 6	-	Schedule of Release of Funds
Schedule 7	-	Schedule of Requirements for the Release of Funds
Schedule 8	-	Format of Financial Reports and Statements
a) Statement of Receipts And Expenditures (SRE) b) Statement of Sources and Application of Funds (SSAF) c) Trial Balance d) Balance Sheet e) Cash Flow Statement f) Bank Reconciliation		
Schedule 9	-	Sangguniang Panlalawigan Resolution – Resolution Authorizing the Local Chief Executive (LCE) to Execute and Enter into an IMA and Approving the Appropriation for the Total Subproject Cost
Schedule 10	-	Operation and Maintenance (O & M) Plan and Budget

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Republic of the Philippines
Department of Agriculture
MINDANAO INCLUSIVE AGRICULTURE DEVELOPMENT PROJECT
PROJECT SUPPORT OFFICE
4th Floor, Central Plaza 1 Building, JP Laurel Avenue, Bajada, 8000 Davao City
(082) 308-0502 | miadp.pso@gmail.com

November 12, 2025

ARLAN M. MANGELEN

Project Director
MIADP Regional Project Coordination Office XIII
Butuan City

NO OBJECTION LETTER 1 (NOL1)

*Mindanao Inclusive Agriculture Development Project (MIADP) (Loan No. 9488-PH)
Resilient Ancestral Domain Agri-Fisheries Infrastructure: Rural Roads Contract
Improvement/Concreting of Purok 8 to Nahikyad Tambonon FMR
San Miguel, Surigao del Sur
Subproject ID No.: MIADP-IN-RO13-SDS-AD-SNM-FRD-0022
EPC - Php 21,387,000.00*

Dear Director Mangelen:

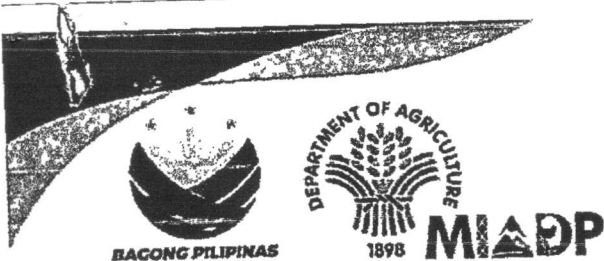
We are pleased to inform you that your proposed subproject stated above has passed the criteria set by the Project and is eligible for funding under the Project's loan from the World Bank under Loan No. 9488-PH.

Accordingly, your submission of the Feasibility Study with Safeguards compliance, Detailed Engineering Design (DED), Program of Works (POW) and Bidding Documents for the said subproject with an Estimated Project Cost (EPC) of Twenty-One Million Three Hundred Eighty-Seven Thousand Pesos (Php 21,387,000.00) for our evaluation have been found to be in order.

Based on the information provided to us, we have "No Objection" for the conduct of procurement of works for the abovementioned subproject.

The LGU of Surigao del Sur may now proceed with the posting on the Philippine Government Electronic Procurement System (PhilGEPS) and the issuance of the standard bidding documents to prospective bidders, subject to the submission of the Implementation Management Agreement (IMA) by the LGU and the issuance of the Certificate of Availability of Funds (CAF). They may opt to publish the Invitation to Bid (ITB) in the newspaper if they deem necessary to enhance participation and widen competition. We would like to emphasize the following concerns relative to this procurement for your compliance and appropriate action:

- a. The LGU should take note of the relevant schedules (issuance of bidding documents, pre-bid conference, bid opening) taking into consideration the mandatory period for each activity, such that minimum period of 30 days between the posting and bid opening is observed;



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PROJECT SUPPORT OFFICE
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(082) 308-0502 | miadp.pso@gmail.com

- b. No changes should be introduced to the Philippine Bidding Documents without clearance from the MIADP-PSO;
- c. The LGU to ensure that a greater number of prospective bidders are invited and made aware of this opportunity to enhance the chances of successful bidding;
- d. The LGU should forward an e-copy of the final bidding documents to the official e-mail address of the MIADP-PSO (miadp.pso@gmail.com) for our uploading at the *MIADP website* and copy of the same to Procurement Unit, with e-mail address psa.miadpproc@gmail.com. The LGU should also notify the RPCO XIII on the final date of the posting of this subproject through their official e-mail address da.miadp13@gmail.com a week before the scheduled posting of the subproject in order for the RPCO XIII to keep track of the development of the procurement activities;
- e. The LGU may now proceed with the submission of the Implementation Management Agreement (IMA). Project Cost is based on the approved Estimated Project Cost (EPC); and
- f. To ensure that the construction is in accordance with plans and technical specifications and compliant to MIADP's Quality Monitoring and Durability System (QDMS), the LGU shall commence hiring of full-time members of the Construction Supervision Team (Resident Engineer for LGU with more than one SP, Site Engineer per SP, Materials Engineer per LGU, Document Officer per SP), if no qualified organic staff could be detailed on a full-time basis. Likewise, the LGU shall submit the curriculum vitae of each member of the Construction Supervision Team to PSO AD-INFRA, prior to the issuance of NOL2.

Moreover, please inform the LGU of Surigao del Sur that failure on their part to post the Invitation to Bid in PhilGEPS will require a repeat of the procurement process. Also remind them that as soon as the bid process/bid evaluation is completed, they have to secure first the "No Objection Letter" to Award (NOL2) before they will issue the Notice of Award (NOA) to the Lowest Calculated and Responsive Bid.

Thank you and we look forward to the successful implementation of the sub-project. Our warm regards.

Very truly yours,


MACARIO D. GONZAGA
MIADP Project Director

Republic of the Philippines
Department of Agriculture
Mindanao Inclusive Agriculture Development Project (MIADP)
Project Support Office

IMPLEMENTATION MANAGEMENT AGREEMENT
Resilient Ancestral Domain Agri-Fisheries Infrastructure

This Agreement is made and entered into this _____, at _____, Philippines, by and among:

The **Department of Agriculture**, an Executive Department of the Republic of the Philippines, with principal address at **DA RFO XI**, represented herein by **Director Macario D. Gonzaga, Project Director, Project Support Office** hereinafter referred to as the **DA**;

The **Department of Agriculture - Region XIII**, an Executive Department of the Republic of the Philippines, with principal address at Capitol Site, Butuan City, represented herein by **Arlan M. Mangelen, Regional Project Director, Regional Project Coordination Office - Caraga** hereinafter referred to as the "**DA-RPCO**";

and

The **Provincial Government of Surigao del Sur**, a political subdivision of the Republic of the Philippines, represented by **Johnny T. Pimentel, Governor**, hereinafter referred to as the **Provincial Local Government Unit (PLGU)**;

- W I T N E S S E T H -

WHEREAS, Republic Act No. 8435, otherwise known as the Agriculture and Fisheries Modernization Act (AFMA) of 1997 sets out the Government's policies in the agriculture sector in attaining equitable distribution of opportunities, income and wealth, expanding productivity, and sustaining increase in production of goods and services thereby raising the quality of life of the people, especially the underprivileged;

WHEREAS, the DA gives foremost consideration to poverty alleviation and social equity especially among marginalized and vulnerable sectors of the farming community in the ancestral domains through the development and implementation of rural infrastructures that aim for equitable access to resources, income opportunities, and support services;

WHEREAS, the Government of the Philippines (GOP) has obtained a loan from the International Bank for Reconstruction and Development - World Bank (IBRD - WB) with **IBRD Loan No. 9488-PH** amounting to **U. S. Dollar ONE HUNDRED MILLION ONLY (US\$100,000,000)** for the purpose of financing the **Mindanao Inclusive Agriculture Development Project (MIADP)** to support the Government's effort to increase agricultural productivity, resiliency, and access to markets and services of IPOs, farmer and fisherfolk groups in selected ancestral domains in Mindanao;

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WHEREAS, the MIADP recognizes the importance of involving the Indigenous People throughout the implementation process in line with Section 7 (b) of the IPRA which provides, among others, that the ICCs/IPs have the right to an informed and participate in the formulation and implementation of any project, government or private, that will affect or impact the ancestral domains and receive just and fair compensation for any damages which they may sustain as a result of the project;

WHEREAS, the DA's functions relative to the Project are done through Project Support Office (PSO) and Regional Project Coordination Office (RPCO);

WHEREAS, the MIADP will support infrastructure investments **under Component 2: Resilient Ancestral Domain Agri-Fisheries Infrastructure** and all funds concerning the implementation of **infrastructure sub-projects** will be coursed through and maintained by the Project Support Office (PSO) and will be made available to participating Local Government Units;

WHEREAS, the PLGU manifested its interest to participate in the Project, and forwarded to the DA pertinent documentary requirements for its proposed subproject;

WHEREAS, the Regional Project Advisory Board (RPAB) of MIADP in DA – RPCO XIII in its meeting on October 6, 2025, approved the Subproject of the PLGU Surigao del Sur ***“Improvement /Concreting of Purok 8 to Nahikyad Tambonon FMR”*** in its Resolution No. 04 Series of 2025 dated October 6, 2025;

WHEREAS, the MIADP-PSO has issued its No Objection for the implementation of the aforementioned subproject on November 12, 2025;

WHEREAS, the PLGU and the DA committed to perform actions as set out in this Implementation Management Agreement (IMA) hereinafter referred to as the **“AGREEMENT”** to ensure the successful implementation of the subproject, and thus achieve the Project's desired objectives;

WHEREAS, the PLGU through the Sanguniang Panlalawigan Resolution No. 632 Series of 2025 dated December 02, 2025, authorized the Governor to sign this Agreement and commit the PLGU to the provisions therein;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties thereto agree as follows:

ARTICLE I – PURPOSE OF THE AGREEMENT

Sec 1.01 The Agreement sets out the commitments of the Department of Agriculture under the **Mindanao Inclusive Agriculture Development Project (MIADP)** and the PLGU for implementing the Subproject in close partnership with the concerned Indigenous Peoples Structure (IPS).

ARTICLE II - ABBREVIATIONS AND ACRONYMS

Sec 2.01 Unless this Agreement otherwise requires, the terms or acronym used in this Agreement shall have meanings as set out in **Schedule 1 (Abbreviations and Acronyms)**.

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ARTICLE III - SUBPROJECT DESCRIPTION AND COST ESTIMATES

Sec 3.01 The subproject covered by this Agreement is the "**IMPROVEMENT /CONCRETING OF P8 TO NAHIKYAD TAMBONON FMR**" described in detail in the **Description of Subproject**, herein attached as **Schedule "2"** (hereinafter referred to as the "Subproject").

Development Component is estimated at **TWENTY-ONE MILLION THREE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED FOUR PESOS AND 67/100 (P21,387,504.67)** the breakdown of which is set forth in the **Estimated Subproject Cost**, herein attached as **Schedule "3."**

Sec 3.03 Any increase in contract cost beyond the approved subproject cost/estimated subproject cost (EPC) or beyond the approved contract cost after competitive bidding shall be solely borne by the LGU.

If in any case the increase in cost is because of variation order, the PLGU will provide the additional amount. The cost of Detailed Engineering Design, Supervision Cost, and all other costs related thereto shall also be for the account of the PLGU. The ICC in the ancestral domain may also provide community contributions such as labor and volunteer work, during the implementation and maintenance phase.

Sec 3.04 The DA will provide to the PLGU an amount equivalent to 90% of the Approved Subproject Cost, of which 80% will be sourced from the Loan Proceeds and 10% from the Government of the Philippines (GOP) Counterpart Fund. The PLGU will be required to shoulder an Equity which is 10% of the Approved Subproject Cost as provided under **Schedule 3 (Estimated Subproject Cost)**.

Sec 3.05 Based on the discussion in Sec 3.04, the DA shall make available from the Loan Proceeds the amount **SEVENTEEN MILLION ONE HUNDRED TEN THOUSAND THREE PESOS AND 73/100 (Php 17,110,003.73)**, while the GOP Counterpart shall be in the amount of **TWO MILLION ONE HUNDRED THIRTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY PESOS AND 47/100 (Php 2,138,750.47)** as financial assistance to the PLGU in the form of Grant subject to the terms and conditions of this Agreement.

Sec 3.06 Based on the same discussion in Sec 3.04, the PLGU's equity shall be **TWO MILLION ONE HUNDRED THIRTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY PESOS AND 47/100 (Php 2,138,750.47)** of the Approved Subproject Cost to be used exclusively for civil works.

Sec 3.07 The Grant shall be allocated in accordance with the provisions of this Agreement, for expenditures incurred in respect of the approved costs of the Subproject components described and referred to in the **Estimated Subproject Cost and Tentative Disbursement Schedule**, herein attached as **Schedule "3" and "4,"** respectively, of this Agreement.

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Signature

ARTICLE IV – SUBPROJECT ACCOUNT AND RECORDS

Sec 4.01

The PLGU shall:

- a) Upon signing of this Agreement, establish and maintain in a bank, acceptable to the Government three Subproject Trust Accounts; one account each for:
 - (i) funds withdrawn from the **DA Loan Proceed** from IBRD-WB to finance parts of the Subproject;
 - (ii) funds withdrawn from the **DA GOP Counterpart Fund** to finance parts of the subproject; and
 - (iii) funds for **Equity** of the **PLGU** for the Subproject.

A subsidiary ledger shall be maintained for each of the above cited trust accounts (Grant/Equity) for proper accounting, record-keeping and monitoring of transactions and to facilitate the preparation of financial reports.

- b) Maintain a financial management system and prepare financial statement in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, financial condition of the Participating PLGU, and the operations, resources and expenditures related to the Project, including the recovery of all costs, for carrying out the Subproject or any part thereof;
- c) Establish and maintain separate accounts and books for the Subproject, reflecting all expenditures and on withdrawals requested and received from the DA on the basis of the Statement of Receipts and Expenditures (SRE). Maintain records adequate to reflect, in accordance with consistently sound accounting practices, the operations, resources and expenditures, including the recovery of all costs, for carrying out the Subproject or any part thereof;
- d) Disburse the funds in accordance with the Subproject components to which the Grant were provided as presented in Schedule 2, 3 and 4 thereof;
- e) Retain, until ten (10) years after the Closing Date, all records, pertaining to or mentioned in Subsections (a) to (c) of this Section (including contracts, orders, invoices, bills, receipts and other documents) evidencing the expenditures and payments on the accounts of the Subproject, and enable the DA's representatives to examine such records;
- f) Have its financial statements for the Project referred to above audited by Independent auditors (Commission on Audit) acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank. Each audit of these financial statements shall cover the period of one (1) calendar year of the participating PLGU.

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- g) Furnish the DA thru the PSO and the IPS as soon as available, but not later than two months, an original copy of the reports of such audits, of such scope and in such detail as the PSO shall reasonably request, including without limitations to the foregoing, a separate opinion by the auditor "as contained in an audit certificate" in respect to the expenditures and records referred to in Subsection (b) of this Section as to whether on the basis of the SRE, the Grant withdrawn have been used for the purposes for which they were provided;
- h) Furnish the PSO and the IPS such other information concerning the said separate accounts, records and expenditures and the audit thereof as PSO may reasonably request from time to time.

ARTICLE V – SUBPROJECT EXECUTION

- Sec 5.01** The PLGU shall implement the subproject in close partnership with the IPS and/or the IPOs and with due respect to the cultural and governance practices and laws of the ancestral domain (AD).
- Sec 5.02** The PLGU shall start the implementation of the Subproject, based on the schedule presented in the **Project Implementation Plan**, herein attached as **Schedule "5,"** immediately from the date of the effectivity of this Agreement.
- Sec 5.03** Upon approval of this Agreement and in compliance with the additional conditions referred to in Section 9.02 of this Agreement, the DA/ PSO will release or cause the release of Grant to the PLGU in accordance with **Schedule of Release of Funds** and **Schedule of Requirements for the Release of Funds** of this Agreement, herein attached as **Schedules "6"** and **"7,"** respectively.
- Sec 5.04** The PLGU shall pass an ordinance appropriating the LGU Equity for the Subproject, and deposit these in the accounts referred to in Section 4.01 Subsection (a) in the amount of and on such dates specified in **Schedule 3** of this Agreement, such funds are to be withdrawn and disbursed against the claims of the contractors/creditors in accordance with the same schedule of this Agreement.
- Sec 5.05** The DA through PSO and/or RPCO shall:
- a) Monitor, supervise, and evaluate the PLGU in the implementation of its Subproject and its compliance with the obligations under this Agreement;
 - b) Assist in the review of the procurement of civil works, as well as the works/outputs of contractors; and
 - c) Ensure that the Subproject is implemented in accordance with the provisions of this Agreement, relevant laws, rules and regulations, and professional and technical standards.

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Sec. 5.06 During the Pre-Implementation, the PLGU mandates itself to comply with the following Deadlines:

- a) The following Sangguniang Panlalawigan Resolutions and or Executive Order must be issued by the Sangguniang Panlalawigan or endorsed by the Local Chief Executive and submitted to the RPCO within a reasonable time from the date of receipt of the No Objection Letter 1 (NOL1) of MIADP for the Implementation of the subproject:
 - i. Executive Order creating the Local Project Management and Implementation Unit (LPMIU) in accordance to the requirements of the DA and the Bank;
 - ii. Sangguniang Panlalawigan Resolution authorizing the Local Chief executive to sign, execute and enter into the previously entered MOA between DA and LGU dated and this IMA;
 - iii. Sangguniang Panlalawigan Resolution/Ordinance committing logistical and funding support to the LGU and the subproject, particularly with respect to the equity contribution and operations and maintenance of completed or installed structures, systems and facilities;
 - iv. Sangguniang Panlalawigan Resolution authorizing the Local Chief Executive to enter into contracts with the winning bidders for civil works, consultancy, procurement of goods/equipment and other agreements required to be done to put this Agreement into full effect;
- b) The IMA must be signed by the Local Chief Executive and submitted to the RPCO within a reasonable time from the receipt of the NOL 1 of MIADP to the Implementation of the subproject.

During the Procurement, the LGU mandates itself to comply with the following Deadlines:

Procurement Activity	Deadline
1. Pre-procurement Conference	1 calendar day from the perfection of the IMA
2. Advertisement/Posting of ITB to Opening/Submission of Bids	Minimum of 30 calendar days
3. LGU Post Qualification and Bid Evaluation and Submission of BER to RPCO	Within 15 calendar days from the Opening of Bids
4. RPCO-PSO Joint Bid Evaluation Review (BER)	Within 15 calendar days from the submission of BER to RPCO
5. Issuance of NOL2	Within 5 calendar days from the RPCO-PSO Joint Bid Evaluation
6. Issuance of Notice of Award to the LCRB and Posting of Performance Bond/Security	Within 10 calendar days from the issuance of NOL2

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7. Contract Preparation and Signing	Within 7 calendar days from the posting of Performance Bond/Security
8. Issuance of Notice to Proceed	Within 7 calendar days from signing of contract
Entire Procurement Process:	Accomplished in 90 days

Sec 5.07 The PLGU shall also:

- a) carry out the screening of environmental and social risk and implementation of E&S management for the proposed Sub-project in accordance with the provisions of the Environmental Social Commitment Plan (ESCP);
- b) prior to the commencement of any works, hold consultations on the nature and extent of the proposed Sub-project including its impacts to the community and disclosure of Environmental Social Management Plan (ESMP) in compliance to the Bank's Environmental and Social Framework;
- c) carry out the Sub-project in accordance with the ESMP;
- d) require the Sub-project contractor to prepare and submit a Contractor's ESMP for the management of social and environmental impacts of construction; and
- e) in the event an environment compliance certificate is required under the Philippine law or regulations, such certificate and/or any other related environmental clearance/permit must be obtained from DENR and other concerned government agencies or their instrumentalities at the Regional level in respect of the activities under said Sub-project.

Sec 5.08 If the activities under the proposed Sub-project give rise to Project Affected Persons (PAPs), the PLGU shall carry out the following in accordance with the Land Access Framework ESS5 of the ESF:

- a) continuous consultation processes to ensure the smooth implementation of IPS Resolution consistent with the policy on the rights of the IPs/ICC; and
- b) prepare, hold consultations on, and disclose, prior to the commencement of any works.

Sec 5.09 Since the proposed Sub-project will be implemented within the ancestral domain, the PLGU shall carry out, with emphasis on cultural sensitivity, the provisions in Section 5.06, especially the consultations, separately for the IPs/ICCs in accordance with the ESS7: Indigenous People and ESS8: Cultural Heritage and IP Rights Act (R.A. 8371).

Sec 5.10 To effect access to the Project Grievance Redress Mechanism (GRM) of any person who has feedbacks or complaints, the PLGU shall:

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- a) set-up the GRM at the municipal, barangay levels and IPS/IPO that accepts feedbacks and/or complaints of any person on project activities and performance as well as resolve complaints/address any concern promptly in accordance with the GRM resolution process;
- b) designate, through an Executive Order, a Grievance Point Person (GPP) and IPO/IPS Resolution for the Grievance Committee, shall perform the roles and functions as set in accordance to ESS2: Labor and Working Condition and ESS10: Stakeholders Engagement and Information Disclosure to resolve complaints and address feedbacks promptly; and
- c) document the registry and resolution process of lodged complaints and feedbacks as prescribed in the GRM and submit the same to the Project through the RPCO; and
- d) facilitate the production, installation/dissemination of GRM posters and other GRM information materials.

Sec. 5.11 To uphold safety and health of the community and workers in the Sub-project site, the PLGU shall:

- a) enforce to the Sub-project contractor to abide with R.A. 11058 also known as "Occupational Safety and Health Standards Law" as well as the Occupational Safety and Health Standards of the DOLE; and
- b) require the Sub-project contractor to employ measures that would help avoid adverse impacts on health and safety of the community or minimize community exposure to health and safety risks.

Sec 5.12 The PLGU shall:

- a) Maintain, throughout the period of Project implementation, the organization, management and resources, satisfactory to the Bank, for carrying out Sub-projects;
- b) Maintain the Local Project Management and Implementation Unit (LPMIU) throughout the period of Project implementation, 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;
- c) Carry out the Sub-projects with due diligence and efficiency, and in conformity with appropriate engineering, economic, financial, administrative, technical, and agricultural practices and sound social and environmental standards, as set forth in the Operations Manuals prepared and adopted by the Project, and acceptable to the Bank, and provide promptly as needed, the funds, facilities, services and other resources required therefore;
- d) Submit monthly and quarterly E&S Compliance Monitoring Report, and annual financial and physical progress reports regularly to PSO through RPCO on or before due dates;

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- e) Comply with all the provisions applicable in the MIADP Operations Manuals and Guidelines in subproject implementation. In case of ambiguity, the Philippine Bidding Documents 5th edition as harmonized with R.A. 9184 otherwise known as the Government Procurement Reform Act (GPRA) of the Philippines and World Bank shall be used;
- f) Ensure that said works, services and other incident thereto are utilized exclusively for the purpose of carrying out the Project;
- g) Enable the DA and the Bank to examine all materials, equipment, facilities, sites and works included in the Project, the operation thereof, and any relevant records and documents; and
- h) 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.

ARTICLE VI - MONITORING, REPORTING AND EVALUATION

- Sec 6.01** The PLGU, through the LPMIU, shall comply with the procedures and guidelines for monitoring and reporting as prescribed by the MIADP.
- Sec 6.02** The PSO and RPCO, shall undertake overall monitoring and evaluation of the performance of the PLGU in carrying out the tasks, responsibilities and obligations set forth in this Agreement.
- Sec 6.03** The PLGU shall enable the WB, PSO, RPCO and IPS to monitor, examine all materials, equipment, facilities, sites and works included in the Project, the operation thereof, and any relevant records and documents. The findings of the monitoring team shall be forwarded to the PSO and RPCO Directors, copies of which should be furnished to the PLGU and IPS.
- Sec 6.04** Status reports such as Statement of Receipts Expenditures (SRE), Statement of Sources and Application of Funds (SSAF), financial statements (Trial Balance, Balance Sheet and Cash Flow Statement) attached as **Schedule 8 (Format of Financial Reports and Statements)** and Monthly progress Report on the Subproject shall be forwarded by the PLGU to the PSO through RPCO on or before the 5th day of the ensuing month in such details and frequency as may reasonably be requested subject to validation by the PSO and/or RPCO.
- Sec 6.05** The PLGU shall:
- a) Maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the performance indicators in the Loan Agreement, the carrying out of the Sub-projects; and
 - b) Prepare, under the terms of reference satisfactory to the Bank, a semi-annual report summarizing the results of the monitoring and evaluation activities performed on progress achieved in carrying

out the Sub-projects during the preceding calendar semester and setting out the measures recommended to during the next semi-annual period following such date and furnish the same to RPCO/PSO to enable them to consolidate and submit the information to the Bank.

- c) Espouse downward accountability to the AD through the IPS/ICCs by involving them in monitoring and evaluation of the subprojects and sharing with them the findings and results of any activities.

Sec 6.06 The PLGU shall allow the WB, PSO and RPCO to conduct audit inspection and review of financial accounting records.

Sec 6.07 In the event that the performance of the PLGU falls short of the agreed objectives, targets or projects, the PLGU shall notify the PSO and RPCO in writing within fifteen (15) calendar days from the latest monthly accomplishment report for necessary adjustments, modifications or amendments made or to be made in accordance with the provisions of this Agreement without prejudice to the remedies available to the DA.

ARTICLE VII - OTHER COVENANTS

Sec 7.01 All national and local taxes, duties, fees, levies and other government impositions on the Subproject shall be for the account of the PLGU.

Sec 7.02 The PLGU shall be responsible for bank charges and other expenses associated with remittances to and from the Subproject Trust Account established by the PLGU in accordance with Section 4.01, paragraph (a) i - iii of this Agreement.

Sec 7.03 The PSO and RPCO shall maintain a monitoring and record system reflecting all the funds released and the expenditures made for the execution of the Subproject.

Sec 7.04 The PLGU warrants that the Sangguniang Panlalawigan has passed a resolution, as shown in **Schedule 9** (Sangguniang Panlalawigan Resolution No.) that:

- a) Authorize the Local Chief Executive (LCE) to enter into contracts with the winning bidders for civil works, consultancy, procurement of goods/equipment and other agreements required to be done to put this Agreement into full effect,
- b) In subprojects outside the AD, commits to process the transfer of and/or annotation to land title/s of the transferred or donated properties to be utilized in the Subproject, and
- c) Commits resources and logistical support including allocation of funds for safeguards-related costs for the effective implementation of the Subproject.

Sec 7.05 The PLGU shall submit the Subproject Completion Report not later than six (6) months after the last payment was made by the PLGU to the contractor and/or to the proponent group.

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Sec 7.06 Upon the issuance of the Certificate of Completion, the PLGU shall operate and maintain, or cause to be operated and maintained properly, the structures, systems and facilities constructed, installed or established under the Subproject and shall pass an appropriation ordinance providing for the funds, facilities, services and other resources required for the purpose for the next ten (10) years after subproject completion. The PSO, RPCO and IPS shall be copy furnished with the copy of the Appropriation Ordinance for monitoring purposes.

For access roads sub-projects, the PLGU shall pass appropriate ordinance(s) such as those relating to speed and load limits, quarrying, slash-and-burn to ensure public safety and sustainability of the sub-projects.

- Sec 7.07**
- a) Any notice or request required or permitted to be given or made in this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered to PSO, the Office of the LCE, in case of the PLGU, or such other address which the Parties hereto may specify in writing.
 - b) Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement, on behalf of the DA, may be taken or executed by the PSO Project Director or his authorized representative.
 - c) Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement, on behalf of the PLGU, may be taken or executed by the LCE except those expressly reserved in this Agreement to be taken by the PLGU's Sangguniang Panlalawigan.

Sec 7.08 By mutual consent, this Agreement or any part thereof may be changed, modified, revised and amended or supplemented for the purpose of effective implementation and management of the Subproject. All other parties concerned shall be notified/ informed of such changes, revisions and amendments.

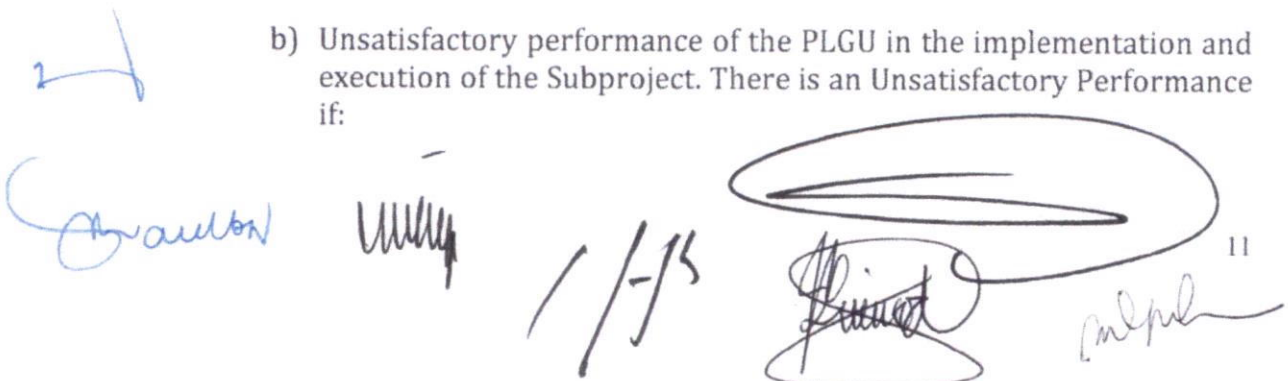
Sec 7.09 All disputes or controversies between the parties arising out of or in connection with this Agreement, which is not settled between the parties shall be elevated initially to the DA only.

Sec 7.10 Notarial fees and expenses incidental to the processing of this document shall be chargeable against the PLGU funds.

ARTICLE VIII- REMEDIES

Sec 8.01 The DA shall suspend the subsequent releases of the Grant if any of the following occurs:

- a) The PLGU has no or insufficient equity for the Subproject;
- b) Unsatisfactory performance of the PLGU in the implementation and execution of the Subproject. There is an Unsatisfactory Performance if:

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- 1 there is an apparent negative 15% slippage of the monthly physical performance of the Subproject;
 - 2 there is negligence to Social and Environmental Safeguards requirements/standards set forth in the ESF that would result to adverse environmental or social impact.;
 - 3 there is an apparent collusion between the PLGU and winning bidder based on a verified report by the PSO, which is prejudicial to the subproject. The suspension shall last until final findings and recommendations were issued by the PSO;
 - 4 All other analogous cases prejudicial to the subproject.
- c) At any time the PSO or RPCO determines, during the conduct of review and monitoring activities, that the procurement of any contract to be financed by Grant is inconsistent with the procedures set forth or referred to by the WB and GOP; and
- d) Extraordinary conditions such as force majeure, fortuitous events, and the like which shall make it necessary to suspend the implementation of the Subproject.

Sec 8.02 The DA, at its own sole option, reserves the right to lift such suspension for the resumption of releases of Grant for the Subproject of the PLGU .

Sec 8.03 Upon the recommendation of PSO, the concerned Regional Project Advisory Board (RPAB) shall cancel the IMA if any of the following occur:

- a) Continuous non-compliance or violation by the PLGU of any provisions of this agreement without doing anything to rectify the non-compliance or violation despite due notice from the MIADP;
- b) The PSO found out, with respect to any contract to be financed by the Grant, that corrupt or fraudulent practices as provided for under RA 3019 were engaged in by representatives of the PLGU or a beneficiary of the Grant during the procurement and execution of such contract, without the PLGU having taken timely and appropriate action satisfactory to the PSO to remedy the situation;
- c) At any time, when the extent of the events mentioned in **Section 8.01(d)** escalates that shall make it improbable for the Subproject to continue to be carried out; and
- d) Upon the request of the PLGU.

Sec 8.04 In such case that the Subproject is partially or fully cancelled due to the fault of the PLGU as in **Section 8.01** Sub-sections (a), (b), and (c) the following provisions shall apply:

- (a) The PLGU shall be obliged to return to DA the unexpended and/or unliquidated balance of the released Grant of the Subproject within one (1) month from the date of receipt of the notice of cancellation of IMA.

- (b) The amount of Grant utilized shall be refunded to DA within three (3) months from the date of receipt of cancellation of IMA.

- Sec 8.05** In case of cancellation of IMA due to force majeure, as stated in **Section 8.01(d)**, the amount disbursed and paid for the actual accomplishment of the subproject may not be returned. However, any unexpended and/or unliquidated balance should be returned not later than two (2) months from the receipt of the notice of approval of cancellation of IMA.
- Sec 8.06** In case of cancellation upon the request of PLGU as stated in **Section 8.03 (d)**, the total amount of grant released should be returned within two months after receipt of notice of approval of the cancellation.
- Sec 8.07** The PLGUs whose IMA were cancelled but did not refund or return the grant funds in full to DA will not be considered for ongoing and future projects and projects of the department.
- Sec 8.08** **Failure to comply with O & M Plan:** Should the PLGU fail to properly maintain the subproject and/or provide necessary budget allocations as per Operation and Maintenance (O&M) Plan and Budget in **Schedule 10 (Operation and Maintenance Plan and Budget)** and assessment criteria, DA shall review its option to deny/withhold similar assistance in the future until such time that it is convinced that a reconsideration on the matter should be effected.
- Sec 8.09** **Conflict Settlement for O&M**, disputes and conflicts rooted on the O&M of the subproject shall be submitted to and settled by the Regional Project Advisory Board (RPAB) created for MIADP or any other appropriate Government Body.
- Sec 8.10** **Operation and Maintenance Compliance Monitoring**, the PLGU shall endeavor to engage the Local/Regional Project Monitoring Councils (L/RPMC) to monitor the implementation of the O&M plan for the completed sub-projects and submit monitoring report to DA.

The DA through the organization of the Regional Operation and Maintenance Audit Team (ROMAT) shall act as the technical arm of the RPAB in evaluating reports from the Local/Regional Project Monitoring Councils (L/RPMC) and task laterally to monitor the implementation of the PLGU O&M plan, assess implementation compliance of PLGUs of the *O&M plan and assessment criteria* and make appropriate recommendations to national government agencies concerned for appropriate alternative measures for ensuring O&M of the sub-project facilities.

ARTICLE IX – EFFECTIVITY

- Sec 9.01** **Compliance of Preconditions by the PLGU for the effectivity of this Agreement:**

- a) A Sangguniang Panlalawigan Resolution and Appropriation Ordinance have been passed committing logistical and funding support to the PLGU and the Subproject, particularly with respect to the equity contribution and operations and maintenance of completed or installed structures, systems and facilities.

Sec 9.02 This Agreement shall become effective upon signing of the parties concerned and compliance by the PLGU of the additional preconditions for effectiveness referred to in Section 9.01 of this Agreement and shall subsist and remain in full force and effect ten (10) years after the sub-project has been turned over and at such time the parties hereto shall be mutually released from all obligations hereunder.

-----nothing follows-----

IN WITNESS WHEREOF, the Parties, have caused this Implementation Management Agreement to be signed in _____, Philippines on this _____ day of _____.

By: MACARIO D. GONZAGA
Project Director
Project Support Office

By: JOHNNY T. PIMENTEL
Governor
Province of Sulu
Province of Sulu del Sur

By: ARLAN M. MANGELEN
Project Director
Regional Project Coordination Office

WITNESSES:

REBECCA R. ATEGA
Regional Deputy Project Director

1-13
Vice Governor

Project Accountant
Project Accountant

Provincial Accountant
Provincial Accountant

Indigenous People Mandatory Representative
Indigenous People Mandatory Representative

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

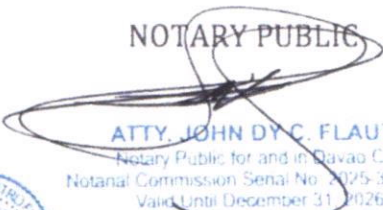
Before me this _____ day of FEB 05 2026 at DAVAO CITY personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue
<u>MACARIO D. GONZAGA</u>	<u>Drivers License No. L02-82-040621</u>	<u>LTO, Davao City</u>
<u>JOHNNY T. PIMENTEL</u>	<u>Passport No. P7090408</u>	<u>DFA, BUTUAN</u>
<u>ARLAN M. MANGELEN</u>	<u>M01-94-042-886</u>	<u>July 7, 2024/ Cotabato City</u>

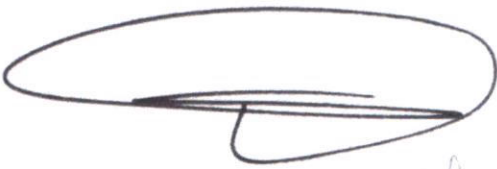
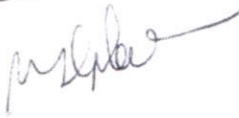
Known to me and to me known to be the same persons who executed the foregoing agreement and they acknowledged to be the same is of their own free and voluntary act and deed and those of the offices they represent.

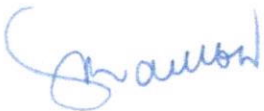
WITNESS MY HAND AND SEAL on the date and at the place first written above.

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Page No 84
Book No. 1
Series of: ma

NOTARY PUBLIC

ATTY. JOHN DY C. FLAUTA
Notary Public for and in Davao City
Notarial Commission Serial No. 2025-350-2026
Valid Until December 31, 2026
Roll of Attorneys No. 92242
IBP OR No. INV 578263 - 12/30/2025 - Pasig City
PTR No. 2267425D - 01/06/2026 - Davao City
The Law Firm of Torreon and Partners
Km. 5, J.P. Laurel Avenue, Bajada Davao City
MCLE Compliance No. EXEMPTED
(admitted to the Bar January 24, 2025)





SCHEDULES

Schedule 1	-	Abbreviations & Acronyms
Schedule 2	-	Description of Subproject
Schedule 3	-	Estimated Subproject Cost
Schedule 4	-	Tentative Disbursement Schedule
Schedule 5	-	Project Implementation Plan
Schedule 6	-	Schedule of Release of Funds
Schedule 7	-	Schedule of Requirements for the Release of Funds
Schedule 8	-	Format of Financial Reports and Statements
a) Statement of Receipts And Expenditures (SRE) b) Statement of Sources and Application of Funds (SSAF) c) Trial Balance d) Balance Sheet e) Cash Flow Statement f) Bank Reconciliation		
Schedule 9	-	Sangguniang Panlalawigan Resolution - Resolution Authorizing the Local Chief Executive (LCE) to Execute and Enter into an IMA and Approving the Appropriation for the Total Subproject Cost
Schedule 10	-	Operation and Maintenance (O & M) Plan and Budget

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