



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT



MAY 30 2013

DENR-DILG JOINT MEMORANDUM CIRCULAR
NO. 2013-03

TO : All Concerned DENR Regional Executive Directors, PENROs, CENROs, DILG Regional Directors, DILG Provincial Directors, MLGOOs, Provincial Governors, City Mayors, Municipal Mayors, Punong Barangays and Others Concerned

SUBJECT : Guidelines in the Establishment and Implementation of Barangay Forest Program in Support of the National Greening Program

The National Greening Program (NGP) as mandated under Executive Order No. 26 issued in 2011, requires all government agencies, non governmental organizations, civil society groups, private sectors and academic institutions to work together and harmonize all efforts towards the smooth implementation and attainment of the target of planting 1.5 billion seedlings in 1.5 million hectares of lands of the public domain from 2011 to 2016. Section 5.6 of the EO mandates the LGUs to establish nurseries and produce planting materials in support of the NGP, including development of communal tree farms for fuelwood and other domestic uses. In further support of the implementation of Republic Act No. 10176 also known as the "Arbor Day Act of 2012" mandating all able-bodied citizens who are at least twelve years old to plant one (1) tree every year, the following guidelines are hereby issued for the guidance of all concerned in the implementation of the Barangay Forest Program:

1. The coverage of the Program shall be rural barangays of all 5th and 6th class municipalities; barangays covered by the bottom-up planning and budgeting and within the 1,233 focused municipalities identified by NAPC; barangays affected by the recent calamities; or barangays within priority critical watershed areas with approved watershed management plans.
2. Selection of participating barangays shall be facilitated in by the Barangay Forest Program (BFP) Team to be created by the concerned municipal mayor to be composed of CENRO as chairperson with MLGOO, MENRO, MPDC and MAO as members. Likewise, additional members may be added at the discretion of the municipal mayor.

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3. The Team and the participating Barangays shall jointly identify, assess, survey, map and prepare plan of areas for development. The Team shall ensure that the Barangay Forest Program is adopted by the municipal and barangay governments and included in their respective comprehensive development plans.
4. Under the Program, eligible areas for development are lands of the public domain, as follows:
 - 4.1.1 Areas adjoining rivers or creeks
 - 4.1.2 Areas within school compounds designated for planting in accordance with their school landscape/architectural plan;
 - 4.1.3 Communal forests within barangays;
 - 4.1.4 Community watersheds;
 - 4.1.5 Lands owned by the LGUs;
 - 4.1.6 Identified barangay forest or tree parks and areas designated for planting in accordance with the municipal comprehensive land-use plan;
 - 4.1.7 Open and denuded forestlands;
 - 4.1.8 Buffer zones of solid waste Materials Recovery Facility (MRF) and Disposal Facility; and
 - 4.1.9 Other suitable lands
5. Eligible activities under the Program:
 - 5.1 Nursery establishment and seedling production
 - 5.1.1 Nurseries shall not be less than 500 sq m, with available water throughout the year, good drainage and accessible. The nursery site must have good exposure to sunlight (East-West Direction) and soil condition. The area should be near the planting site to minimize damage to seedlings and transport cost.
 - 5.1.2 Seedlings preferably of endemic forest tree species and fruit-bearing tree species, including fuelwood and landscaping plant species shall be raised.
 - 5.2 Plantation development, maintenance and protection
 - 5.2.1 The development of the plantation should be guided by the NGP guidelines and commodity roadmap for CY 2013-2016
 - 5.2.2 The participating municipalities and barangays shall be responsible for the protection and maintenance of the areas they have developed.
6. A Memorandum of Agreement shall be entered into by and among their CENRO, Participating Municipality and Barangays for the above mentioned activities. Template of the MOA is attached.

- 6.1 For the establishment of the nursery and seedling production, the DENR shall provide a funding support in the amount of PhP100,000.00 per identified partner barangay with equivalent number of seedlings of not less than 10,000. The MOA shall indicate the number of seedlings and species to be produced. Suitable species shall be raised based on the objective of plantations to be developed. The concerned municipalities and barangays shall maintain and protect the good condition of the nursery facilities.
- 6.2 For plantation development, the DENR shall provide a total amount of Php 4,000.00 per hectare based on the approved work and financial plan.
- 6.3 As the counterpart of the LGUs, participating municipalities and barangays shall allocate funds which may be taken from 20% of the Internal Revenue Allotment and other appropriate sources of funds.
7. The participating municipalities and barangays, through their Municipal Mayor or Punong Barangay, shall issue an Executive Order designating a focal person or unit, as the case may be, who will oversee the sustainable implementation of the Barangay Forest Program.
8. All CENROs are hereby directed to closely coordinate and provide technical assistance to the Barangay for the effective implementation of the Program. The Reforestation Unit at the CENRO level shall serve as the focal for the Barangay Forest Program and shall ensure the submission of progress reports to the Regional NGP Coordinator thru the PENRO, in coordination with the BFP Team, focal person or unit of the Municipality or Barangay.

FOR THE GUIDANCE OF ALL CONCERNED.


MAR ROXAS
DILG Secretary


DILG-OSCE OUTGOING f3-01428


RAMON J.P. PAJE
DENR Secretary


REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
SENRO35102

MEMORANDUM OF AGREEMENT

Provisions of funds from the
Department of Environment and Natural Resources

to

The Barangay Forest Program
(Specify barangay, mun. and province)
(c/o pls specify name of Local Chief Executive)

1. Introduction


The Department of Environment and Natural Resources (hereinafter referred to as "DENR"), will make available to the (pls specify Recipient Barangay), a financial assistance in the amount of One Hundred Eighty Thousand Pesos (PhP 180,000.00), in support for the implementation of "The Barangay Forest Program" in (specify location of the project-barangay, mun. and province) for the period of (please specify inclusive months and year covered).

The participating Municipal and Barangay Governments of _____ and _____ (pls specify name of participating municipality and Barangay), shall allocate funds for the maintenance and protection of areas to be developed under this Agreement which may be taken from 20% of the Internal Revenue Allotment and other appropriate sources of funds.

2. Purpose

- 2.1 The activities for which funds provided by DENR under this Memorandum of Agreement (MOA) shall be used for the (1) establishment of nursery (2) production of at least 10,000 quality seedlings preferably endemic forest and fruit bearing tree species including fuelwood and landscaping plant species, and (3) establishment of twenty (20) hectares of (pls specify objective of plantation, i.e. fuelwood, landscape, etc.) plantation.
- 2.2 The work and financial plan and GIS-generated maps are attached and shall form as integral part of this Agreement.

3. General Conditions

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- 3.1 Funds provided by the DENR under this Agreement shall be used by the Recipient Barangay exclusively for the conduct of said activities consistent with the work and financial plan;
 - 3.2 Maintenance and protection of the developed areas under this Agreement shall be the conducted by the participating Barangay and funds thereof shall be provided by the participating Municipal and Barangay governments to ensure high survival of the established plantation;
 - 3.2 This Agreement shall be governed by general principles of law, the DENR-DILG Joint Memorandum Circular No. 2013-_____, and any other pertinent laws, rules and regulations governing the implementation of the Barangay Forest Program and other ENR rules and regulations;
 - 3.3 The DENR shall have the right to terminate this Agreement, through a written notice to this effect, if it considers that the continued implementation of the Agreement is not practicable:

3.3.1 for unforeseen causes beyond the control of the DENR;

3.3.2 in the event of a default on the part of the Recipient Barangay;

3.3.2.1 Fraud, misrepresentation or omission by the implementer of material facts in obtaining the MOA which would otherwise disqualify the Recipient Barangay;

3.3.2.2 Failure to start the project on the date specified in the MOA without just cause;

3.3.2.3 Abandonment of the project area, or of the work stipulated in the MOA, for a period of at least one month from the date of discovery by the DENR of such fact; or

3.3.2.4 Violation of, or failure to comply with the terms and conditions of the agreement, and the pertinent provisions of the Barangay Forest Program Guidelines and other ENR rules and regulations

3.4 In the event of the Recipient Barangay's non-compliance or partial compliance with the terms of this Agreement, after having been subjected to due process, it shall refund to the DENR any payment already received in respect to activities that have not been performed by the Recipient Barangay in accordance to a standard considered acceptable to the DENR.

3.5 In the event of termination by the DENR for unforeseen causes beyond its control, the DENR shall complete all payments due to the Recipient Barangay for activities already conducted.

4. Reporting

The Recipient Barangay shall submit to the Regional Executive Director, DENR Region_____ (pls specify Regional Office No. and location) through channel, the following documents and reports:

4.1 List of barangay participants and the internal implementation mechanisms and guidelines within one month after signature of the Agreement by both parties.

4.2 Progress Report, on a monthly basis, sketch map of area developed, photo documentation on the implementation of the activities, and statement of work accomplishment (SWA) (Annex __) based on the work and financial plan (certified by the Treasurer of the Recipient Barangay), which shall serve as bases for the release of payments.

4.3 Final report accompanied with a map indicating the areas developed and photo documentation within one (1) month after the completion of the Agreement.

5. Terms of Payment

5.1 For the execution of the project under this Agreement, the DENR shall make available financial assistance of One Hundred Thousand Pesos (Php100,000.00). The payments shall be made as follows:

Schedule of Release	Activities	Schedule
1 st release	15% of the project cost for mobilization to be released for nursery establishment, procurement of seeds, plastic bags, fertilizer.	At most, ten (10) working days upon signing of the agreement
2 nd release	50% of the project cost to be released after	Within one month after

	completing the activities indicated in the 1 st release. This amount shall be used for the care and maintenance of seedlings	1 st release
3 rd release	25% of the project cost after outplanting	Within 4 months after 2 nd release
4 th release	10% of the project cost after completing the first cycle maintenance and protection and at least 85% survival is attained	After 2 months from the 3 rd release

5.2 The sum stipulated in item 5.1 above represents the full amount to be paid by the DENR for services to be provided by the Recipient Organization under this Agreement subject to a seven (7) percent value added tax (VAT) which will be retained upon payment of every billing.

5.3 The DENR shall make the above-mentioned payments through checks in favor of the Recipient Barangay.

6. Settlement of Disputes

Any dispute between DENR and the Recipient Barangay arising out of the interpretation or disagreement regarding the activities hereof, that cannot be settled by mutual accord, the dispute maybe submitted for arbitration or a process or procedure used to resolve a dispute or controversy other than through court of justice or an officer of a government agency in accordance with the rules provided in Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Law" and the decision made in such arbitration proceedings shall be final and binding on both DENR and Recipient Barangay.

7. Amendments

Any amendment to this Agreement shall be effected only on the basis of written mutual consent by the Parties.

8. Effectivity

8.1 This Agreement shall take effect upon signature by both Parties.

8.2 The Recipient Barangay/Local Chief Executive together with the Municipal/Local Chief Executive shall sign this Agreement in duplicate and return one original copy to the DENR.

Signed on behalf of the Department of Environment and Natural Resources:

Signature: _____
 CENR Officer: _____
 Office Address: _____
 Date: _____

Signed on behalf of the Recipient Barangay/Local Chief Executive:

Signature: _____
 Barangay/
 Local Chief Executive : _____
 Office Address: _____
 Date: _____

9

Signed on behalf of the Recipient Municipal/Local Chief Executive:

Signature: _____

Municipal/

Local Chief Executive : _____

Office Address: _____

Date: _____

WITNESSES:

DENR

Municipal

Barangay

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES}
QUEZON CITY } SS.

BEFORE ME, this ____ day of _____, 2013 in _____, personally
appeared the following:

Name	CTC No.	Date/Place of Issuance
_____	_____	_____
_____	_____	_____
_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument, consisting of five (5) pages, including this page on which the acknowledgment is written, and acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

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

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2013