

**KNOW ALL MEN BY THESE PRESENTS:**

This MEMORANDUM OF AGREEMENT entered into by and between:

The **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, a government entity created and existing by virtue of the laws of the Republic of the Philippines, represented in this Agreement by Secretary **Jose L. Atienza, Jr.**, with office address at Visayas Avenue, Diliman, Quezon City, hereinafter referred to as "**DENR**";

The **LOCAL WATER UTILITIES ADMINISTRATION**, a government corporation created and existing by virtue of the laws of the Republic of the Philippines, represented herein by the Chairman of its Board of Trustees, **Prospero A. Pichay, Jr.**, with office address at MWSS-LWUA Complex, Katipunan Road, Balara, Quezon City, hereinafter referred to as "**LWUA**";

- and -

The **PHILIPPINE ASSOCIATION OF WATER DISTRICTS, INC.**, the national association of duly established Water Districts in the Philippines, represented herein by its Chairman of the Board of Governors, **Carlos B. Amasula, Jr.**, and President, **Delfin C. Hilario**, with office address at the 2<sup>nd</sup> Floor, LWUA building, MWSS-LWUA Complex, Katipunan Road, Balara, Quezon City, hereinafter referred to as "**PAWD**"

**WITNESSETH That:**

WHEREAS, the Constitution provides for the protection and advancement of the right of the people to a balanced and healthy environment in accord with the rhythm and harmony of nature;

WHEREAS, the DENR; the LWUA, and the Water Districts as water service providers, being service agencies of the government, recognize that the conservation, protection, enrichment, sustainable development, and efficient management of watersheds are matters of crucial importance to the survival, health, and socio-economic growth of the Filipino people which require their urgent attention through effective collaboration and harmonious partnership;

WHEREAS, the DENR, by virtue of Executive Order No. 192 is the primary government agency having jurisdiction and authority, as well as the responsibility of protecting, developing, and conserving the environment and natural resources including forest lands, watersheds, and other land reservations;

WHEREAS, Executive Order No. 318, in laying down the framework for Promoting Sustainable Forest Management, stipulates that local, regional and national plow-back mechanisms of utilizing proceeds from the use of watersheds, forests, and forestlands for ecological and environmental services shall be developed and promoted to finance forest protection, rehabilitation and development;

WHEREAS, by virtue of Presidential Decree (PD) No. 198, as amended, the LWUA is mandated to provide the necessary technical, financial, and supervisory

assistance to the Local Water Districts to which the same PD 198 has given the primary responsibility of providing adequate, safe, potable, reliable, and affordable water supply to all barangays, municipalities, cities, and provinces outside the jurisdiction of the Metropolitan Waterworks and Sewerage System (MWSS);

WHEREAS, by virtue of PD 1479, the Local Water Districts were given the right to "take over the management, administration, operation, and maintenance of all watersheds" within their territorial boundaries;

WHEREAS, the PAWD, being the national association of all Local Water Districts, has the avowed mission of "coordinating and cooperating with the public and private entities in the development, conservation, and disposition of all water resources" and upholds the initiatives of the LWUA leadership in conserving and protecting the country's watersheds and watershed areas;

WHEREAS, the DENR, consistent with the provisions of Executive Order (EO) 606, has embarked on reforestation and agro-forestry as embodied in its Memorandum Circular No. 2008-04, otherwise known as the "2009 Upland Development Program";

WHEREAS, the DENR has issued Memorandum Circular No. 2008-05, otherwise known as the "Guidelines in the Preparation of an Integrated Watershed Management Plan";

WHEREAS, in a Memorandum of Agreement dated 2 September 1995, the DENR and LWUA committed to jointly collaborate in watershed protection, rehabilitation, and management to support water resources requirements of Water Districts;

WHEREAS, under its present leadership, the LWUA renews and reaffirms its desire to promote, advocate, and ensure the sustainable management, administration, operation, and maintenance by the Water Districts of the watershed areas within their respective territorial jurisdictions, in accordance with PD 198, as amended, and thus contribute to the successful implementation of the DENR's 2009 Upland Development Program;

WHEREAS, the DENR welcomes this initiative of the LWUA and the Local Water Districts through the PAWD, as their national association, to contribute to the overall success of the aforesaid Upland Development Programs and ensure the robust growth of watersheds and watershed reservation areas which will ultimately redound to the benefit of present and future generations of Filipinos;

NOW, THEREFORE, for and in consideration of the foregoing premises, the DENR, LWUA, and PAWD hereby agree to the following stipulations and mutual covenants, to wit:

#### Article I GENERAL STIPULATIONS

DENR, LWUA, and PAWD hereby agree to:

1. Recognize existing administrative, jurisdictional, and institutional arrangements and responsibilities over specific watersheds as provided for under prevailing laws, rules, regulations, other issuances, and contractual agreements;

2. Execute site-specific Memoranda of Agreement (MOAs) for Watershed Development and Management with the DENR Field Offices and Local Water Districts, for specific areas to be jointly identified by the LWUA and the Water Districts concerned; and,
3. Constitute an oversight committee at the national level to monitor, evaluate, and review the progress and accomplishments of the watershed rehabilitation, protection, and management activities at the Program level and at the site-specific project level.

## Article II AREAS OF RESPONSIBILITY

### A. The DENR shall:

1. Provide watershed and forest management tools and standards, and maintain a database for planning, decision-making, and monitoring purposes in accordance with the watershed and ecosystem approach and sustainable forest management principles;
2. Assist the LWUA and the Water Districts in the identification and delineation of watershed areas that support the water requirements of Water Districts;
3. Through its Regional Offices, provide technical assistance to the LWUA and the concerned Local Water Districts and guidance in the preparation and implementation of watershed development, protection, and management plan which is appropriate to each area;
4. Capacitate and deputize qualified personnel of the Water Districts as Deputy Environment and Natural Resources Officers pursuant to existing rules and regulations;
5. Assist the LWUA and the Water Districts in conducting information and education campaigns on the importance of well-protected and effectively managed watersheds; and,
6. At the program level, monitor, evaluate, and review the progress and accomplishments of the watershed rehabilitation, protection, and management projects being undertaken by the LWUA and the Water Districts.

### B. The LWUA shall:

1. Consistent with the provisions of DENR MC 2008-04 and 2008-05, jointly with the Water Districts and in coordination with DENR, identify watershed areas supporting the water requirements of the Water Districts;
2. Jointly with the Water Districts, delineate within the identified watershed areas, specific sites for watershed management interventions such as reforestation, streambank stabilization, agro-forestry, protection, and other rehabilitation works;
3. Jointly with the Water Districts, prepare site-specific development plan or program of work, as the case may be, consistent with the overall watershed development and management plan;

4. Provide funds and/or coordinate with local and foreign funding institutions in securing or sourcing of watershed development funds and undertake appropriate fund-raising projects and activities specifically meant to finance the implementation of watershed protection, rehabilitation, improvement, and maintenance project;
5. Formulate, develop, and institute the necessary safeguards to protect the interests of water consumers against the diversion and/or misuse of any generated funds for expenditures other than funding the requirements of watershed development, protection, rehabilitation, maintenance, and management plans or programs;
6. In collaboration with the Water Districts and with the assistance of the DENR and the PAWD, undertake information, education, and advocacy campaigns among various stakeholders such as, but not limited to, local government units, non-government organizations, and water service end-users, on the importance of having well-protected and effectively managed watersheds;
7. In collaboration with PAWD and the Water Districts, institute mechanisms to provide incentives to water consumers, institutions, and communities for their vigorous support for and participation in projects geared towards the rehabilitation, protection, maintenance, and management of watersheds and watershed reservations;
8. Monitor, evaluate, and review the progress and accomplishments of site-specific watershed rehabilitation, protection, and management projects undertaken by the Water Districts; and,
9. Assist the PAWD in the preparation of consolidated annual reports of accomplishments regarding the projects undertaken pursuant to the provisions of this Agreement.

C. The PAWD shall:

1. Establish and maintain an effective mechanism to ensure an appropriate information dissemination campaign among its member Water Districts about the provisions of this Agreement--its objectives, projects, and the means which it is opening up for access;
2. Encourage and enjoin all of its members to collaborate with the LWUA and DENR to the fullest extent possible towards the successful execution of the provisions of this Agreement and the attainment of the aims of the undertakings set forth herein;
3. Assist the Water Districts in identifying the watershed area/s under their respective jurisdiction;
4. Support LWUA in its efforts to source watershed development project funds and help ensure that such funds are properly utilized by its member Water Districts for the sole purpose of protecting, enhancing, rehabilitating, managing, conserving, and maintaining watersheds and watershed areas;
5. Support LWUA in the conduct of its education and information campaign among consumers towards the proper conservation and management of water resources; and,

6. Strengthen its monitoring system and spearhead the preparation and collation of quarterly and annual reports on the progress of projects being undertaken by each Local Water District in pursuance of the goals and provisions of this Agreement.

**Article III  
MISCELLANEOUS PROVISION**

To fully and effectively carry out the intents and purposes of this Memorandum of Agreement, the parties herein shall execute, sign, and deliver such other implementing agreements, documents, and other papers, and do such other acts as may be necessary, proper, or convenient in the premises.

**Article IV  
EFFECTIVITY**

This MEMORANDUM OF AGREEMENT shall take effect immediately and shall remain in force unless revoked, revised, or amended upon express mutual agreement by all parties hereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_ 2009 in Quezon City, Metro Manila.

**DEPARTMENT OF ENVIRONMENT  
AND NATURAL RESOURCES**

By:

  
**JOSE L. ATIENZA, JR.**  
Secretary

**LOCAL WATER UTILITIES  
ADMINISTRATION**

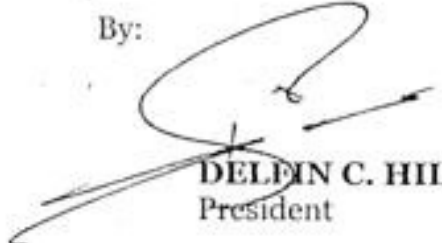
By:

  
**PROSPERO A. PICHAY, JR.**  
Chairman, Board of Trustees


**PHILIPPINE ASSOCIATION OF WATER DISTRICTS, INC.**

By:

  
**CARLOS B. AMASULA, JR.**  
Chairman, Board of Governors

  
**DELVIN C. HILARIO**  
President

Signed in the Presence of:

  
**MARLO D. MENDOZA**

  
**DANIEL I. LANDINGIN**



# ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) S. S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, appeared the following persons with their respective Community Tax Certificates (CTC) numbers, dates and places of issuance stated across their names:

NAME	CTC NO.	DATE ISSUED	PLACE ISSUED
Jose L. Atienza, Jr.			
Prospero A. Pichay, Jr.			
Carlos B. Amasula, Jr.			
Delfin G. Hilario			

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me, that the same is their free and voluntary act and deed, as well as those of the offices they represent.

This instrument, consisting of six (7) pages, including this page on which this Acknowledgment is written, refers to the Memorandum of Agreement between the DENR, LWUA, and PAWD and has been signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I hereby affixed my signature and notarial seal on the date and in the place above written.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2009.

