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RP-PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT
US-LOCAL DEVELOPMENT PROJECT No. 492-11-995-256

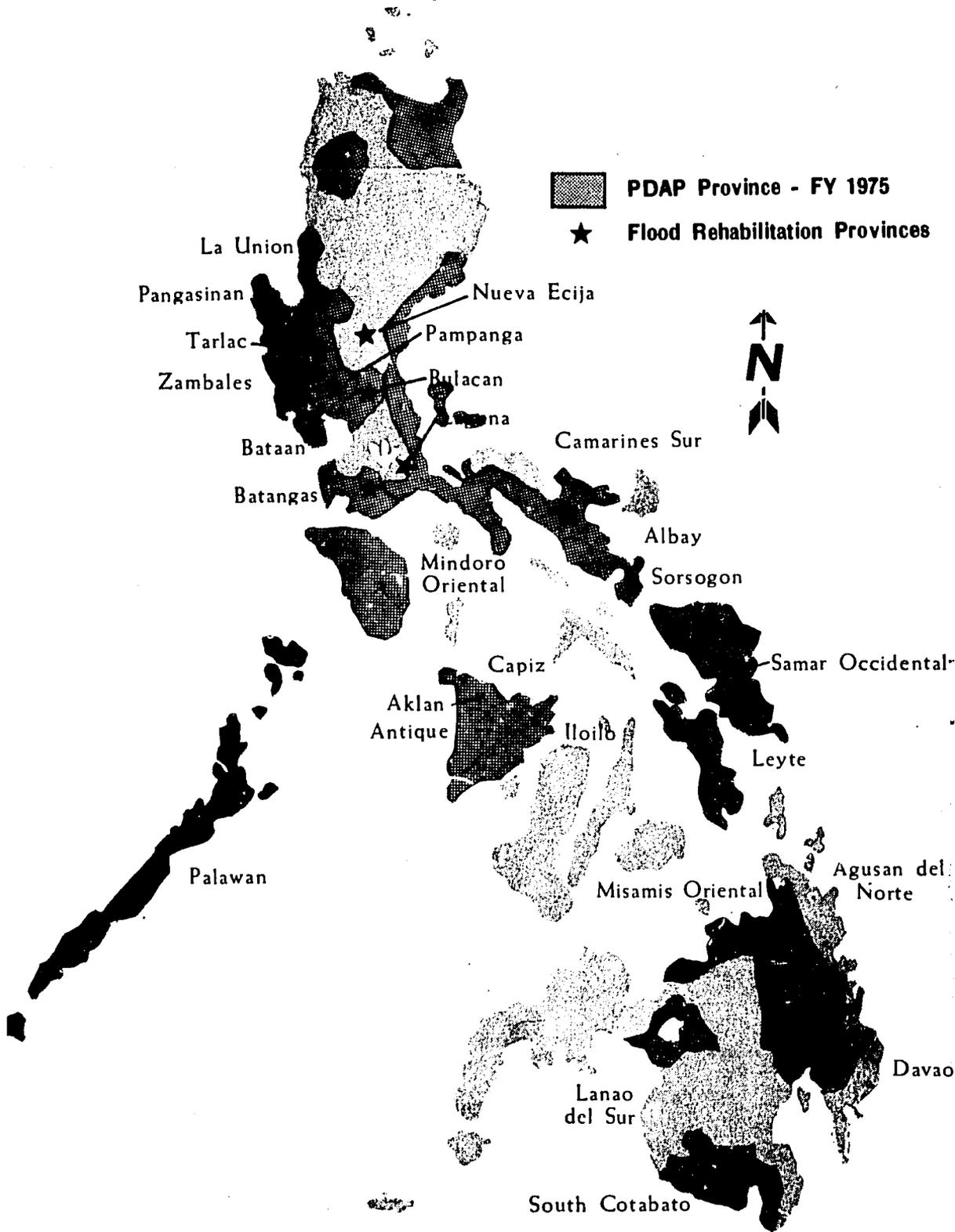
PROJECT AGREEMENT

FY 76

CENTRAL RESOURCE LIBRARY
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PREPARED BY
PDAP/USAID
25 NOVEMBER 1975

MAP SHOWING PDAP PROVINCES



INTRODUCTION

Since 1968, the Philippine counterpart for this program has been the Provincial Development Assistance Project (PDAP). However, on the USAID side, the Local Development Project (492-11-995-256) succeeded the Provincial Development Project (492-11-995-236) in FY 74.

This Project Agreement (PROAG) is the third under the Local Development PROP. Although the face sheet indicates only limited funding, the PROAG narrative and attachments covered the entire range of activities that were planned for FY 76. It is anticipated that additional funding inputs will require only face sheet amendments. For reference purposes, the last face sheet amendments for FY 74 and FY 75 have been inserted immediately following the FY 76 face sheet.

The following innovations that were introduced in the prior year are continued under this PROAG:

1. To continue as a participant in the program, the provinces must make an annual request for recertification.
2. Recertification will be approved on the basis of compliance with the agreed PDAP/Province Joint Work Plans and related agreements.
3. Major pieces of excess property construction equipment will be supplied to provinces only in a rehabilitated condition. Cost of rehabilitation will be borne by the provinces. To remain eligible, the respective provincial equipment pool must maintain an equipment deadline rate under 25%.

This PROAG also continues the highly successful Special Infrastructure Program (SIP) and provides technical support for the Development Loan funded Rural Roads Program. Under each of these programs, provinces will be reimbursed a pre-agreed amount after they have completed an approved project in accordance with agreed plans and specifications.

LAST REVISION FY 74 LAST REVISION

PRO AG
USAID/P

PROJECT AGREEMENT
 BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID)
 AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND
 THE NATIONAL ECONOMIC COUNCIL (NEC)
 AN AGENCY OF THE GOVERNMENT OF THE PHILIPPINES

Under the terms of the Economic and Technical Cooperation Agreement signed April 27, 1951, and the Standard Provisions Foreign Currency Standard Provisions annexes attached, it is agreed to carry out a project in accordance with the terms set forth herein.

1. PROJECT NO. <p style="text-align: center;">492-11-995-256</p>		2. ORIGINAL <input type="checkbox"/>		3. REVISION NO. <p style="text-align: center;">10 <input type="checkbox"/></p>	
4. PROJECT TITLE: <p style="text-align: center;">Local Development</p>				AGREEMENT NO.: <p style="text-align: center;">74-03</p>	
5. ANNEX A PROJECT DESCRIPTION AND EXPLANATION					
6. APPROPRIATION. <p style="text-align: center;">72-11X1023</p>			7. ALLOTMENT: <p style="text-align: center;">402-50-492-00-69-53</p>		
8. AID FINANCING	PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)	
a. PERSONNEL COSTS					
PASA					
Contract	105,000			105,000	
b. PARTICIPANTS	84,000			84,000	
c. COMMODITIES	612,000		39,000	573,000	
d. OTHER COSTS		39,000		39,000	
AID Direct					
Contract					
e. TOTAL (Dollars)	801,000	39,000	39,000	801,000	
f. US OWNED (Pesos)					
9. GOP FINANCING					
\$1.00 = Pesos					
a. COUNTERPART					
Trust Fund -- "A"	168,023			168,023	
-- "B"	403,000 ^{a/}			403,000 ^{a/}	
Special	7,000,000			7,000,000 ^{a/}	
Other	(643,828)			(643,828)	
TOTAL (Pesos)	7,571,023			7,571,023	
b. OTHER	34,000,000			34,000,000	

10. REFERENCES AND REMARKS:
a/ P2 M excess property rehabilitation revolving fund.
 P5 M loan fund for equipment pool and/or infrastructure projects.

CLEARANCES

GOP: s/ A. M. Navarro PDAP, Executive (for) Director	USAID: s/ T. Rose Project Manager s/ R. Cohen Program Officer	s/ Grover S. Robins Controller Other
---------------------------------------------------------------	---------------------------------------------------------------------------	--------------------------------------------

11. DATE OF ORIGINAL AGREEMENT	12. DATE OF THIS REVISION	13. EST FINAL CONTRIBUTION DATE
14. GOVERNMENT OF THE PHILIPPINES s/ B. G. Villavicencio Signature: <u>t/ B. G. VILLAVICENCIO</u>		15. AGENCY FOR INTERNATIONAL DEVELOPMENT Signature: <u>s/ Thomas C. Niblock</u> Title: <u>Director, External Assistance Staff</u>

FY 74

LAST REVISION**FY 75****LAST REVISION**

PROJECT AGREEMENT
BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID)
AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND
THE NATIONAL ECONOMIC COUNCIL (NEC)
AN AGENCY OF THE GOVERNMENT OF THE PHILIPPINES

Under the terms of the Economic and Technical Cooperation Agreement signed April 27, 1951, and the Standard Provisions Foreign Currency Standard Provisions annexes attached, it is agreed to carry out a project in accordance with the terms set forth herein.

1. PROJECT NO.		2. ORIGINAL <input type="checkbox"/>		3. REVISION NO.	
492-11-995-256				6 <input type="checkbox"/>	
4. PROJECT TITLE:			AGREEMENT NO.:		
Local Development			75-04		
5. ANNEX A PROJECT DESCRIPTION AND EXPLANATION					
6. APPROPRIATION.			7. ALLOTMENT:		
72-11X1023			402-50-492-00-69-51		
8. AID FINANCING	PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)	
a. PERSONNEL COSTS					
PASA	209,474	2,750		212,224	
Contract	115,860		5,700	110,160	
b. PARTICIPANTS	428,666	83,950		512,616	
c. COMMODITIES					
d. OTHER COSTS					
AID Direct					
Contract					
e. TOTAL (Dollars)	754,000	86,700	5,700	835,000	
f. US OWNED (Pesos)					
9. GOP FINANCING					
\$100 = Pesos					
g. COUNTERPART					
Trust Fund "A"	149,600			149,600	
"B"	1,100,000			1,100,000	
Special					
Other	(1,727,800)			(1,727,800)	
TOTAL (Pesos)	1,249,600			1,249,600	
b. OTHER					

10. REFERENCES AND REMARKS:

The purposes of this revision are:

1. To transfer \$5,700 from participants to commodities; and
2. To make the following increases in funding.

CLEARANCES

GOP: s/ G. R. Vigilar PDAP		USAID:	s/ TK Martindale Controller
		s/ R. C. Kriegel Project Manager	
		s/ R Cohen Program Officer	Other

11. DATE OF ORIGINAL AGREEMENT 12. DATE OF THIS REVISION 13. EST FINAL CONTRIBUTION DATE

14. GOVERNMENT OF THE PHILIPPINES

s/ E. G. Corpuz
Signature: EDUARDO G. CORPUZTitle: Assistant Director-General

15. AGENCY FOR INTERNATIONAL DEVELOPMENT

Signature: s/ Thomas C. NiblockTitle: t/ Thomas C. Niblock, Director**FY 75**

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FY 76

PRO AG USAID/P	PROJECT AGREEMENT BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID) AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND THE NATIONAL ECONOMIC COMMISSION & DEVELOPMENT AUTHORITY AN AGENCY OF THE GOVERNMENT OF THE PHILIPPINES
Under the terms of the Economic and Technical Cooperation Agreement signed April 27, 1951, and the Standard Provisions <input checked="" type="checkbox"/> Foreign Currency Standard Provisions <input type="checkbox"/> annexes attached, it is agreed to carry out a project in accordance with the terms set forth herein.	
1. PROJECT NO. <u>492-11-995-256</u>	
2. ORIGINAL <input checked="" type="checkbox"/>	
3. REVISION NO. <input type="checkbox"/>	
4. PROJECT TITLE: <u>Local Development</u>	
AGREEMENT NO.: <u>76-4</u>	
5. ANNEX A PROJECT DESCRIPTION AND EXPLANATION	
6. APPROPRIATION: <u>72-11X1023</u>	
7. ALLOTMENT: <u>402-50-492-00-69-61</u>	
b. AID FINANCING	
	PREVIOUS TOTAL (A)
INCREASE (B)	DECREASE (C)
TOTAL TO DATE (D)	
a. PERSONNEL COSTS	
PASA	
Contract	
158,000	158,000
b. PARTICIPANTS	
237,000	237,000
c. COMMODITIES	
77,000	77,000
d. OTHER COSTS	
AID Direct	
Contract	
e. TOTAL (Dollars)	
472,000	472,000
f. US OWNED (Pesos)	
g. GOP FINANCING	
\$100 = Pesos	
h. COUNTERPART	
Trust Fund -- "A"	
394,975	394,975
-- "B"	
155,000	155,000
Special PL 480	
2,000,000	2,000,000
Other PDAP Budget	
(2,115,793)	(2,115,793)
TOTAL (Pesos)	
2,549,975	2,549,975
b. OTHER	
10. REFERENCES AND REMARKS:	
CLEARANCES	
GOP:	
s/ G. A. Vigilar Executive Director	
PDAP	
USAID:	
s/ T. Rose Project Manager	
s/ W. F. Mulcahy Program Officer	
s/ C. C. Christian Controller	
Other	
11. DATE OF ORIGINAL AGREEMENT	
November 25, 1975	
12. DATE OF THIS REVISION	
13. EST FINAL CONTRIBUTION DATE	
June 30, 1978	
14. GOVERNMENT OF THE PHILIPPINES	
s/ Gerardo P. Sicat	
Signature: <u>t/ GERARDO P. SICAT</u>	
Title: <u>Director-General</u>	
15. AGENCY FOR INTERNATIONAL DEVELOPMENT	
Signature: <u>s/ Garnett A. Zimmerly</u>	
Title: <u>Garnett A. Zimmerly, Director</u>	

FY 76

W A I V E R

DATE: November 25, 1975

PROJECT: 492-11-995-256
Local Development

In accordance with the provision of Financial Management Handbook No. 19, paragraph 1, d.3.a., I hereby authorize obligation of \$406,000 without accompanying implementation documents.

The PIO/Ts covering an estimated \$92,000 will be issued by December 31, 1975.

The PIO/Cs covering an estimated \$77,000 will be issued by December 31, 1975.

The PIO/Ps covering an estimated \$237,000 will be issued by March 31, 1976.

s/ Garnett A. Zimmerly
Director, USAID

Clearance:

AD/PD s/ TLR

OC s/ CCC

PO s/ WFM

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AID 1330-1A (3-70) PRO AG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY AN AGENCY OF THE GOVERNMENT OF THE PHILIPPINES	1. Project/Activity No. 92-11-995-256	PAGE <u>2</u> OF <u>26</u> PAGES
		2. Agreement No. 76-4	3. <input type="checkbox"/> Original or Revision No. _____
		3. Project/Activity Title Local Development Project	

LOCAL DEVELOPMENT PROJECT

FY76 PROAG

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For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
 TITLE: _____

SIGNATURE: _____ DATE: _____
 TITLE: _____

	PROJECT AGREEMENT BETWEEN AID AND	1. Project/Activity No. 492-11-995-256	PAGE 3 OF 26 PAGES
	NATIONAL ECONOMIC AND DEVELOPMENT	2. Agreement No. 76-4	3. <input type="checkbox"/> Original or Revision No. _____
	AUTHORITY AN AGENCY OF THE GOVERNMENT OF <u>THE PHILIPPINES</u>	3. Project/Activity Title Local Development Project	

FY76 PROAG ATTACHMENTS

PROJECT NO. 492-11-995-256

- A - Recertification Forms
- B - PDAP/PROVINCE Agreement for Old Provinces
- C - Notice of Approved Extension of PDAP/PROVINCE Agreement
- D - PDAP/PROVINCE Agreement for New Provinces
- E - PDAP/PROVINCE Equipment Pool Agreement
- F - PDAP/PROVINCE Loan Agreement for Equipment Pool Facilities
- G - PDAP/PROVINCE Loan Agreement for Development Projects and Programs
- H - PDAP FY 76 Budget
- I - Format for Provincial Quarterly Reports
- J - Format for Provincial Annual Report
- K - Procedures for Withdrawal of Funds from the Equipment Pool Development Account
- L - FY76 Schedule of PDAP Sponsored Training Programs
- M - PDAP/PROVINCE Supplemental Equipment Pool Agreement
- N - DLGCD/PDAP Memorandum of Agreement
- O - DLGCD/PROVINCE Equipment Pool Agreement
- P - Province and City Identification Numbers

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

AID 1330-1A (3-70) PRO AG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND NATIONAL ECONOMIC AND DEVELOPMENT	1. Project/Activity No. 492-11-995-256	PAGE <u>4</u> OF <u>26</u> PAGES
		2. Agreement No. 76-4	3. <input checked="" type="checkbox"/> Original or Revision No. _____
	AUTHORITY AN AGENCY OF THE GOVERNMENT OF THE PHILIPPINES	3. Project/Activity Title Local Development Project	

I. Introduction

This Project Agreement provides background information and describes the specific activities to be carried out during FY 1976 under the Local Development Project by PDAP and USAID. Funding for the USAID inputs listed below is provided in this Agreement. As additional USAID or GOP funds become available and as documentation is completed for additional inputs, revisions to this Agreement will be made in order to obligate the necessary funding for these inputs.

<u>Contracts</u>	<u>Amount (\$000)</u>
Preparation of Scope of Work for Local Government Intern Program. (International City Managers Association <u>(ICMA)</u>) Two consultants for 30 days each.	19
Design and Implementation of Local Government Intern Program in U.S. (ICMA). One consultant for 4 mm (Over 12-month period).	20
Cost Accounting. One consultant for 6 mm.	29
Comprehensive Planning. Two-year extension of existing contract with J. Urner.	90
TOTAL CONTRACTS	158

Participants

Development Planning Administration. University of Connecticut. Five Provincial Development Coordinators for 6 mm each.	53
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For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

AID 1330-1A (3-70) PRO AG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY AN AGENCY OF THE GOVERNMENT OF THE PHILIPPINES	1. Project/Activity No. 492+11-995-256	PAGE <u>5</u> OF <u>26</u> PAGES
		2. Agreement No. 76-4	3. <input checked="" type="checkbox"/> Original or Revision No. _____
			3. Project/Activity Title Local Development Project

<u>Participants</u>	<u>Amount (\$000)</u>
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Tax Administration Observation in U.S. Sixteen Provincial Treasurers and Assessors in two groups of eight each for seven weeks each.	53
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Engineering Observation in U.S. Sixteen Provincial Engineers in two groups of eight each for eight weeks each.	51
-------------------------------------------------------------------------------------------------------------------------	----

Local Government Internship in U.S. Six DLGCD staff members for 10 mm each.	80
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TOTAL PARTICIPANTS	237
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Commodities

Tax Mapping Equipment	11
Equipment Manuals	10
Provincial Engineers Office Radios	37
Radios for Pilot Family Planning Program in Misamis Oriental	4
Radio Spare Parts	11
Traffic Counters	4

TOTAL COMMODITIES	<u>77</u>
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GRAND TOTAL	472
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II. Goal Statement

As stated in the non-capital project paper (PROP) dated November 21, 1972, this project is designed to contribute to the joint GOP/USAID sector goal of improving the quality of rural life in the Philippines for lower income groups. The contribution will be made through strengthened provincial capability

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

AID 1330-1A (3-70) PRO AG INTINUATION SHEET NNEX A	PROJECT AGREEMENT BETWEEN AID AND NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY AN AGENCY OF THE GOVERNMENT OF THE PHILIPPINES	1. Project/Activity No. 492-11-995-256	PAGE <u>6</u> OF <u>26</u> PAGES
		2. Agreement No. 76-4	3. <input checked="" type="checkbox"/> Original or Revision No. _____
		3. Project/Activity Title Local Development Project	

in the areas of overall administration, planning, and coordination; infrastructure; and financial management. Greater capability in these areas is expected to specifically contribute to the sector goal of improved rural life for lower income groups by enabling provinces to build and maintain more farm-to-market roads; to better plan, manage, and monitor long and short-range development programs to benefit their rural citizens and coordinate these plans and programs with other levels and jurisdictions of government; and to increase the effectiveness and efficiency of their operations as well as actual revenues, which then become available for infrastructure and other development efforts.

III. Background

"Operation SPREAD" was initiated in 1966 to support agricultural production in Tarlac and Laguna provinces. Under this pilot program, USAID advisors dealt directly with participating provinces in identifying and providing inputs and technical assistance designed to further overall objectives.

As a result of the accomplishments and experience gained under Operation SPREAD, the Provincial Development Assistance Project (PDAP) was created in 1968 under the National Economic Council (NEC). Under the new program, USAID assistance was provided through PDAP, a GOP national agency specifically established to support provincial development, rather than directly to provinces. The USAID Provincial Development Project was similarly established in FY 1968 as the vehicle for USAID advisory, commodity, and training assistance to PDAP efforts.

In November 1972, PDAP was transferred from NEC to the Office of the Executive Secretary to the President. Ultimately, PDAP will become an arm of the Department of Local Government and Community Development (DLGCD). In FY 1974, the USAID Local Development Project succeeded the Provincial Development Project.

From the outset, PDAP has focused its development efforts on the areas of development planning, infrastructure capability, and financial administration. In accordance with the NEC Four-Year Development Plan adopted in FY 71, family planning and targeted nutrition were later added as priority areas of concern.

For the Cooperating Government or Agency SIGNATURE: _____ DATE: _____ TITLE: _____	For the Agency for International Development SIGNATURE: _____ DATE: _____ TITLE: _____
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AID 1330-1A (3-70) PRO AG CONTINUATION SHEET ANNEX A	PROJECT AGREEMENT BETWEEN AID AND NATIONAL ECONOMIC AND DEVELOPMENT	1. Project/Activity No. 492-11-995-256	PAGE <u>7</u> OF <u>26</u> PAGES
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	AN AGENCY OF THE GOVERNMENT OF THE PHILIPPINES	3. Project/Activity Title Local Development Project	

In the aftermath of the flood disaster which struck the Philippines in July and August 1972, the Office of the President directed PDAP to assume the additional responsibility of extending assistance, through a joint GOP/USAID Provincial Infrastructure Project, to eleven (11) provinces which suffered heavy losses as a result of the flood. The USAID contribution to the project--\$13,127,000--was funded under a special Disaster Recovery Grant which totaled \$50 million. Throughout 1973 and 1974, extensive road and bridge reconstruction was carried out in these eleven "flood rehabilitation" provinces. This emphasis continued in FY 75. An intended corollary benefit of reconstruction activity was the registering of considerable progress in developing engineering design, project administration, and construction capabilities; in introducing practical quality-control systems and techniques; and in upgrading financial management skills.

In FY 74, a Special Infrastructure Program (SIP) under the Local Development Project was established with PL 480 funds for older PDAP provinces which had developed significant planning and implementation capabilities and, in particular, effective provincial equipment pool operations in support of infrastructure construction and maintenance. The original SIP provinces were: Mindoro Oriental, Iloilo, Leyte, Misamis Oriental, South Cotabato, Davao and Palawan.

The Special Infrastructure Program makes funds available on a reimbursement basis for infrastructure projects which are carried out in accordance with agreed plans and specifications. SIP provinces are at present using to advantage systems, techniques, equipment and facilities developed under the regular Local Development/PDAP program. During FY 75, the SIP was expanded from eight to 14 provinces. In coming years, it will be further expanded to all 28 PDAP provinces in order to prepare newer PDAP provinces for participation in the Rural Roads Program, which is explained below. (See FY 74 ProAg, Revision 2, for further details on the SIP.)

The USAID loan-funded Rural Roads Program came into being in FY 1975. Funding for the program totals \$15 million, and its purpose is to construct roads and bridges in agricultural areas predominantly occupied by small farmers. Fourteen provinces are authorized to participate in the program during FY 76.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
 TITLE: _____

SIGNATURE: _____ DATE: _____
 TITLE: _____

AID 1330-1A (3-70) PRO AG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND	1. Project/Activity No. 492-11-995-256	PAGE <u>8</u> OF <u>26</u> PAGES
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A common objective of Operation SPREAD, the Local Development/ PDAP Program, the Provincial Infrastructure Project, the Special Infrastructure Program, and the Rural Roads Program is the development of institutional capability to permit provinces to plan and carry out sustained development programs once outside technical support has terminated.

IV. Project Purpose, Courses of Action and Rationale

A. Purpose

1. Strengthen provincial government capability in the areas of:
 - (a) overall administration, planning, and coordination;
 - (b) financial management; and (c) infrastructure; and in the process . . .
2. Strengthen the national-level capability to carry on sustained assistance to local government.

B. Courses of Action

As indicated in the purpose statement, the project focuses primary attention on three central areas:

1. Developing and institutionalizing an effective capability in overall administration, planning, and coordination. Two important aspects of strengthening provincial planning capability are: (a) establishing effective links between provincial planning programs and NEDA regional planning efforts, and (b) upgrading planning capability at the municipal level.

It is important to strengthen municipal level planning capability since provincial planning incorporates and reflects the needs and desires of rural inhabitants at the barrio level to the degree that municipalities are able to articulate these needs and desires in their planning process. The better the planning process at the municipal level, the better provincial planning takes into account and responds to the aspirations and needs of the grass roots Filipino. The principal means for the provincial planning process to reach the barrio dweller is through the

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
 TITLE: _____

SIGNATURE: _____ DATE: _____
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AID 1330-1A (3-70) PRO AG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND NATIONAL ECONOMIC AND DEVELOPMENT AN AGENCY OF THE GOVERNMENT OF THE PHILIPPINES	1. Project/Activity No. 492-11-995-256	PAGE <u>9</u> OF <u>26</u> PAGES
		2. Agreement No. 76-4	3. <input checked="" type="checkbox"/> Original or Revision No. _____
		3. Project/Activity Title Local Development Project	

municipal planning process since the municipality is closer to him than the province.

2. Developing and institutionalizing an effective provincial financial management capability.
3. Developing and institutionalizing an effective provincial infrastructure capability that includes strong equipment pool operations and modern radio communications. One aspect of strengthening provincial infrastructure capability is upgrading road maintenance capability at the municipal level.

C. Rationale

The Local Development Project represents a continuation of the activities set forth in the FY 75 ProAg.

Strong emphasis is given to the development of a capable Provincial Development Staff (PDS) in order to provide the Provincial Governor and his administration with a technical unit that can effectively plan, program, coordinate, and monitor activities leading to the attainment of provincial objectives. High priority is given to the development of a more effective real property tax system in recognition that the real property tax is the primary source of local revenue generation by local governments. The heavy stress which the project continues to place on all phases of provincial equipment pool development relates directly to the critical role this facility plays in the construction and maintenance of an improved road system and other infrastructure (such as small irrigation systems) to serve the rural population of the province.

The comprehensive planning process being developed on a pilot basis in five provinces (Misamis Oriental, Iloilo, Aklan, Antique, and Capiz) provides an example of an activity which can improve inter-agency and inter-jurisdictional communication and coordination since it incorporates extensive vertical and horizontal linkages. Vertically, it involves and interrelates national, regional, provincial, municipal and barrio officials

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
 TITLE: _____

SIGNATURE: _____ DATE: _____
 TITLE: _____

AID 1530-1A (3-70) PRO AG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND NATIONAL ECONOMIC AND DEVELOPMENT AN AGENCY OF THE GOVERNMENT OF THE PHILIPPINES	1. Project/Activity No. 492-11-995-256	PAGE <u>10</u> OF <u>26</u> PAGES
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and their plans and programs in a series of two-way interchanges. Horizontally, it brings together in close working relationship provincial office chiefs and the chiefs of office of all key national agencies conducting operations at the provincial level.

While the comprehensive planning process is being developed, there exists an immediate need to improve the planning and implementation (i.e., infrastructure) capabilities of municipalities. An initial effort in this regard will be the extension of the Capital Improvement Program (CIP) process to the municipal level with subsequent emphasis on effective budgeting procedures to adequately fund local programs. The long-neglected municipal road maintenance responsibility will be addressed through a combination of training activities, equipment support from the provincial equipment pools, and the acquisition of limited equipment by the municipalities themselves.

V. Implementing Principles

This Project Agreement sets forth a plan of action whereby USAID and PDAP technical assistance and resources will help to improve the overall management and implementation of provincial governments participating in the project. The general principles set forth below shall apply in the management and implementation of this project.

- A. PDAP is operating on an interim basis and at an appropriate stage PDAP operations will be transferred to DLGCD. It is anticipated that DLGCD personnel now detailed to PDAP will serve as the nucleus of a DLGCD unit responsible for conceptualizing, designing, planning, programming, installing and field-testing processes, systems and techniques for improving and strengthening all levels of local government.
- B. PDAP will continue to assume primary responsibility for project design and implementation. USAID participation will be essentially advisory and supportive of PDAP programs and activities.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
 TITLE: _____

SIGNATURE: _____ DATE: _____
 TITLE: _____

AID 1330-1A (3-70) PRO AG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY AN AGENCY OF THE GOVERNMENT OF THE PHILIPPINES	1. Project/Activity No. 492-11-995-256	PAGE <u>12</u> OF <u>26</u> PAGES
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		3. Project/Activity Title Local Development Project	

managers and central and field-level technicians will work in close partnership in designing and implementing development assistance programs.

VI. Implementation Responsibilities

A. Participation

1. Provinces which entered the PDAP Program under prior project agreements will continue their participation under their respective PDAP/Province Agreements. (See Attachment B.) These twenty-three provinces, with their project identification numbers, are as follows:

08 La Union	38 Aklan
13 Pangasinan	39 Capiz
16 Zambales	40 Antique
18 Bataan	41 Iloilo
19 Pampanga	44 Leyte
20 Bulacan	52 Misamis Oriental
24 Batangas	53 Agusan del Norte
26 Camarines Sur	58 Lanao del Sur
29 Mindoro Oriental	61 South Cotabato
31 Albay	63 Davao
32 Sorsogon	66 Palawan
36 Samar	

2. Five new provinces will enter the program under this FY 76 agreement. The terms and conditions under which they will participate are set forth in the Memorandum of Understanding appended as Attachment D. The five new provinces are:

02 Cagayan	15 Quezon
04 Abra	28 Mindoro Occidental
54 Agusan del Sur	

For the Cooperating Government or Agency

For the Agency for International Development

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B. Project Administration

1. Management

- a. The Executive Director, PDAP, is hereby designated GOP Project Manager. In this capacity he will be responsible for overall implementation of the project. It is agreed that he will work closely with the U.S. Project Manager on all facets of the project. The Assistant Director for Provincial Development is hereby designated U.S. Project Manager. In this capacity he will act as technical advisor, coordinate USAID assistance provided to the project, and work closely with the GOP Project Manager in all phases of the project.
- b. The DLGCD Undersecretary for Local Government and the NEDA Director for Regional Planning are designated as the Principal Contact Officers for project activities involving DLGCD and NEDA respectively.
- c. The GOP and U.S. Project Managers will cooperate and coordinate in the establishment of overall policies and provide overall supervision on all matters relating to planning, implementation and evaluation of the project. They will collaborate in determining the priority and level of project resources required to transform PDAP/USAID project policies and objectives into appropriate and responsive central and field activities.

2. Centrally Based Technical Assistance

Manila-based technical assistance includes all specialized assistance provided by PDAP or USAID/AD/PD technicians or consultants to the project or to any of the participating provinces. Normally, PDAP and USAID personnel will work as teams. Whenever this is not possible or practicable because of staffing or other limitations, both parties agree to establish and maintain current and complete reporting to each other of all significant project-related technical

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assistance activities being performed centrally or in the field by each. PDAP and USAID plan to make available centrally-based technicians in the following functional areas:

a. PDAP

- Financial Management
- Electronic Data Processing
- Equipment Maintenance
- Engineering
- Training
- Comprehensive Planning
- Personnel Administration (Classification and Pay)

b. USAID

- Financial Management
- Training
- Equipment Maintenance
- Engineering
- Comprehensive Planning
- Personnel Administration (Classification and Pay)

3. Field Assistance

Field assistance includes all assistance rendered in the project provinces by Area Specialists of PDAP or USAID/AD/PD who are specifically assigned to provinces and who either reside within the province or travel on

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a scheduled basis to the province. PDAP and USAID agree to make maximum use of Area Specialists as joint work teams. However, when this is not possible or practicable, each party agrees to establish and maintain current and complete reporting to the other of all significant project related field assistance activities being performed.

4. Contract Assistance

Contractors may be used to provide professional assistance in highly specialized areas in order to meet project commitments.

VII. Project Implementation Plan

As explained previously, primary attention will be focused on three basic functional provincial areas: (a) overall administration, planning, and coordination; (b) financial management; and (c) infrastructure development. Each of these objectives is described below, together with the contribution that the respective PDAP and USAID-AD/PD managers, technicians, advisors and consultants will make toward its attainment.

A. Effective Provincial Administrative, Planning and Coordination Capability, Including Effective Vertical and Horizontal Communication and Interaction Between the Province and Other Levels of Government

The objective encompasses: 1) recruitment, organization, training and activation of a Provincial Development Staff (PDS) operating under the leadership of an appointed Provincial Development Coordinator; 2) organization and implementation of an expanded provincial development program, including the preparation of a Provincial Comprehensive Plan. PDAP and USAID staff will contribute toward attainment of this objective as follows:

1. Assist project provinces in the initial organization, orientation and activation of Provincial Development Staffs. Explain the coordinating role of the provincial development organization and basic development relationships, lay out first steps to be taken

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and follow up as necessary. (Action: Centrally-based PDAP and USAID technicians during initial organization stage followed by assigned PDAP and USAID Area Specialists.)

2. Plan, develop, and administer general development training for provincial officials and technicians participating in the development program. Training will begin shortly after each new province is admitted to the project and will continue regularly throughout the period of active participation. The detailed requirements for training in the new provinces are included in the Memorandum of Agreement which will be signed by each participating province. (See Annex A of Attachment D.) The older provinces will have a specific training schedule included in their joint PDAP/PROVINCE Work Plans (See Attachment L). (ACTION: PDAP and USAID Training Specialists plus contract assistance from the University of the Philippines Local Government Center and Others.)

One participant per new province will attend the University of Connecticut Development Administration Training Course for Provincial Development Coordinators. (ACTION: PDAP and USAID Training Specialists.)

3. Develop a PDS capability to extend the development process to the municipal level through the organization of a Municipal Development Staff and the installation of an effective planning, programming and implementing capability. (ACTION: PDAP and USAID Area Specialists.)
4. In more senior PDAP provinces, assist in the preparation of Provincial Comprehensive Plans. (ACTION: Project Managers, PDAP/USAID Area Specialists and appropriate consultants.)

B. Effective Provincial Financial Management Capability

This objective encompasses: 1) the development and administration of comprehensive guidelines and training program in order to upgrade provincial real property tax assessment and

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collection functions; 2) the administration of specialized training in capital improvement programming and action budgeting techniques; and 3) the development and application of systems, guidelines and training programs for improving provincial procurement. PDAP and USAID-AD/PD staff will contribute toward attainment of this objective as follows:

1. Complete development of comprehensive guidelines for property assessment and collection functions and test as necessary. Prepare, publish and administer a training course for appropriate provincial officials and technicians. (ACTION: PDAP and USAID Fiscal Specialists.)
2. Develop and reproduce training materials and conduct Capital Improvement Training and Annual Budget Seminars. (ACTION: LGC Contract for new PDAP provinces. PDAP and USAID staff will assist DLGCD in expanding systems to all provinces and charter cities.)

C. Effective Provincial Infrastructure Implementation Capability that Utilizes Modern Radio Communications and Includes an Effectively Functioning Equipment Pool Facility

This objective encompasses: 1) development of effective Provincial Equipment Pools; 2) development of comprehensive Provincial Road Network Development Plans; 3) strengthening of provincial engineering organization and management capabilities; and 4) development of effective provincial infrastructure construction and maintenance programs. PDAP and USAID staffs and contractors will contribute toward attainment of the objective as follows:

1. Assist project provinces in developing effective Provincial Equipment Pools, including initial planning, design, financing, budgeting, and parts-procurement operations. (ACTION: PDAP and USAID Equipment Specialists, Financial Specialists and Area Specialists.)
2. Assist the PDS and engineering offices of project provinces in planning, organizing for, and carrying out

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preparation of comprehensive Provincial Road Network Development Plans. (ACTION: PDAP and USAID Engineers with contract assistance.)

3. Assist project provinces in developing effective provincial infrastructure construction and maintenance programs, including use of modern capital improvement planning techniques and action program budgeting. (ACTION: PDAP and USAID Engineers, Financial Specialists and Area Specialists.)
4. Assist project provinces in organizing and staffing their engineering organizations and make available specialized training for selected engineering personnel. (ACTION: PDAP and USAID Engineers and Area Specialists.)
5. Assist project provinces in developing the technical capability to provide assistance to municipalities in planning and implementation of their annual road maintenance programs. (ACTION: PDAP and USAID Infrastructure Development Specialists and Area Specialists.)
6. Additional assistance in this activity is provided under the loan-funded Rural Roads Program and the PL 480 funded Special Infrastructure Program.

D. Extending Development Process to the Municipal Level

As noted in section IV, B, paragraphs 1 and 3, efforts to upgrade provincial planning and infrastructure capabilities entail the strengthening of these skills at the municipal level. To accomplish this, the following courses of action have been established: 1) creation of a Municipal Development Staff; 2) institutionalization of the Municipal CIP process; 3) installation of a systematic municipal road maintenance program in coordination with the Provincial Engineer's Office (PEO); and 4) establishment of an effective budgeting process. PDAP and USAID staffs, working closely with the PDS, will contribute toward the attainment of the objective as follows:

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1. Assist project provinces in conducting training for preparation of Municipal CIPs. (PDAP and USAID Area Specialists and Financial Specialists.)
2. In a pilot province, assist the PDS and PEO in preparing and installing a systematic municipal road maintenance management system. (PDAP and USAID Infrastructure Specialists and Area Specialists.)
3. Assist the PDS in conducting training sessions on the preparation of municipal budgets. (PDAP and USAID Training Specialists, Fiscal Specialists and Area Specialists.)
4. Assist the province in identifying light-truck requirements for the road maintenance program and listing such needs in the Province Equipment Acquisition Plan. (PDAP and USAID Area Specialists and Equipment Specialists.)

VIII. Inputs

A. USAID

1. Direct-Hire Staff; USAID will provide the following:

- | | |
|--------------------------|---|
| a. Project Managers | 2 |
| b. Technical Specialists | 9 |
| c. Equipment Specialists | 3 |
| d. Area Specialists | 5 |

2. Contract Services (Subject to availability of Funds)

USAID will provide funding for technical services to assist in:

- a. Preparation of a model provincial Position Classification Plan and Standard Wage Plan.
- b. Extension of the comprehensive planning process to all provinces in the PDAP program, and elevating

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provincial planning capabilities to enable provinces to plan integrated area development programs focused on agricultural production.

- c. Preparation of a manual of procedures for establishing a simplified cost accounting system for provincial governments in conformity with existing accounting regulations.
- d. Development, execution, and administration of a Local Government Administration Intern Program.
- e. Preparation of a manual of procedures for preparation and revision of provincial annual cash flow projections consistent with the allotment system provisions of the new Local Government Budget Manual issued by the Department of Finance.
- f. USAID will also: Continue the services of contractors funded under prior project agreements. (See respective PIO/Ts for details.)

3. Participant Training

- a. Development Planning Administration. University of Connecticut Development Administration Course. Five Development Coordinators.
- b. Tax Administration. University of Southern California plus observation tour. Twelve trainers from DLGCD.
- c. Tax observation. Sixteen Treasurers and Assessors (Two groups).
- d. Local Administration. One year internship as Administrative Assistant to a County Manager in a rural county in the United States. Six DLGCD employees who potentially will serve as provincial administrators once the local government code has been adopted.

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- e. Engineering Observation. Observation of road planning and construction and equipment utilization in U.S. and construction and maintenance of small scale irrigation systems in Taiwan. Sixteen Provincial Engineers (two groups).
- f. Governors' Observation. Observation of development processes in third countries and in U.S. Ten Governors.

4. Commodities

a. New

Radio system components and a limited number of items needed to support implementation of ongoing programs.

b. Excess Property - Rehabilitated

Office equipment, construction equipment, vehicles and shop tools. An allocation of these items will be made to each province according to identified needs. Limited amounts of equipment will be made available to municipalities through the province in support of agreed upon development activities, including, but not limited to, creation of a Municipal Development Staff (MDS), implementation of a systematic road maintenance program and/or installation of a model real property tax administration system. (See illustrative listing on Page 61 thru 64 of the PROP and Attachment E concerning terms and conditions of delivery.) Priority will be given to items for the Equipment Pool and those listed in the joint PDAP/Province Work Plans.

c. Excess Property - As Is

Office equipment and related items. As available, allocations will be made to the provinces according to identified needs. Priority will be given to commodities listed in the joint PDAP/Province Work Plans, including Category X.

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B. GOP

1. Personnel

In support of the overall coordination and management of the program, PDAP, in addition to necessary clerical support, will provide the following technical personnel:

Project Managers	5
Technical Specialists	8
Area Specialists	14
Equipment Specialists	7
Engineers	17

2. Training

PDAP will sponsor in-country training as described in Annex A of Attachment D and in Attachment L.

3. PDAP Budget

An amount of ₱2.150 million will be provided from the Counterpart Fund Special Account to fund the FY 76 PDAP Budget (See Attachment H).

4. Contract Services

PDAP will provide funding for technical services for:

- a. Production of a manual on the planning and design of a functional Provincial Operations Room.
- b. Design of a standard filing system for PDS and preparation of a manual of procedures for the system.
- c. Training assistance from the Institute of Small Scale Industries.

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d. Conducting of a survey and preparation of a report on the economics of using excess property construction equipment in lieu of new procurement.

e. Training assistance from LGC.

f. Completing contracts funded under prior year programs.

5. Continuing Resources

PL 480 funds are available under the Revolving Fund for Excess Property Acquisition and Rehabilitation (P2 million). (See FY 74 ProAg /original/ and Attachment E for details.) P5 million is available for soft-term loans to provinces under the Infrastructure and Equipment Pool Development Loan Fund. (See FY 74 ProAg /original/ and Attachments F and G.) A trust fund has been established to cover the dollar cost of Packing, Crating, Handling and Transportation (PCH & T) of U.S. excess property acquired for use by participating provinces under the Project. (For details see FY 74 ProAg, Revision No.5.) Transfers to the trust fund are made as required from the Revolving Fund for Excess Property Acquisition and Rehabilitation.

C. Joint GOI/USAID

- The amount of P 2 million will be provided from PL 480 funds to cover additional requirements of the Revolving Fund for Excess Property Acquisition and Rehabilitation. Experience to date indicates that working capital requirements for acquisition and rehabilitation of excess property are in excess of funds presently available in the Revolving Fund.

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IX. OUTPUTS

The FY 75 PDAP Annual Report, to appear shortly, will indicate project performance against targets established in the FY 75 ProAg. For each of the major courses of action, output indicators to be attained by 30 June 1976 are as follows:

A. Planning, Administration, and Coordination

1. Functioning Provincial Development Staffs in 28 Provinces.
2. Provincial Road Network Development Plans completed in 23 Provinces.
3. Current equipment pool development plan in existence in 28 Provinces.
4. Provincial Comprehensive Plans prepared in five provinces.
5. Provincial Comprehensive Plans under preparation in 17 provinces.
6. Installation of a systematic and functioning joint Province/Municipal Road Maintenance Plan in one province covering 20 municipalities.

B. Financial Management

1. Current capital improvement programs adopted by Board Action in 28 Provinces and 400 Municipalities.
2. Current annual budgets adopted by Board Action in 28 Provinces.
3. A systematic time-phased municipality-by-municipality property identification and real property tax administration system initiated in 10 provinces.
4. Complete model real property tax administration system functioning in 10 municipalities.

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5. An average current property tax collection rate of 55% in 23 PDAP Provinces.
6. Installation of a model procurement system in one pilot province.

C. Infrastructure Development

1. An equipment pool deadline-rate under 25 percent in 19 provinces.
2. An average deadline-rate under 22 percent for equipment pools of all 28 PDAP Provinces.
3. Complete construction of 75 kms of roads and 900 lineal meters. of bridges under the SIP.
4. Complete construction of 160 kms of roads and 1000 lineal meters of bridges under the Rural Roads Program.
5. Current Equipment Pool Operations Manual in existence in 23 provinces.

X. Reporting and Evaluation

A. Province Reporting

Participating provinces are required to submit quarterly and annual reports. The quarterly report will be in the format prescribed in Attachment I and must be submitted to PDAP not later than 10 working days after the end of each calendar quarter. The annual report will be in the format prescribed in Attachment J and must be received by PDAP not later than 20 July 1976.

B. Staff Reporting

PDAP technical specialists will prepare trip reports within 10 working days after each visit to participating provinces. At least five copies of each report will be furnished to the concerned province.

<p>For the Cooperating Government or Agency</p> <p>SIGNATURE: _____ DATE: _____</p> <p>TITLE: _____</p>	<p>For the Agency for International Development</p> <p>SIGNATURE: _____ DATE: _____</p> <p>TITLE: _____</p>
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C. The GOP and U.S. Project Managers will annually prepare a three-part report covering project activities during the fiscal year. The first part will be an overview of the project activities and central operations. Part two will be a compilation of brief reports on project activities within each participating province. The final part will be statistical summaries and related attachments. The annual report should be prepared and distributed within 90 days after the end of the fiscal year.

D. Evaluation

Between February and April 1976, the GOP and U.S. Project Managers will visit all participating provinces. In each province, they will review accomplishments and compare these against targets described in the PDAP Province agreement and in the Joint PDAP/Province Work Plan.

All PDAP provinces will participate in a conference in April 1976 to plan FY 77 activities and to prepare for the annual evaluation conference scheduled for August 1976.

For the Cooperating Government or Agency

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PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

LOCAL DEVELOPMENT PROJECT
NO. 492-11-995-256

FY 76 PROAG

ATTACHMENTS

FY 76 PROAG ATTACHMENTS

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ATTACHMENT A

ANNUAL RECERTIFICATION FORMAT

Col. Gregorio R. Vigilar
Executive Director
PDAP, Manila

Dear Col. Vigilar:

Attached is the annual renewal certification application of the PROVINCE OF _____ indicating our desire to continue our participation in PDAP. Attached is a copy of the Board Resolution authorizing the submission of this application.

Copies of the documents indicated in SECTION IV of the application are attached herewith. The joint work plan for FY 76 (SECTION V) has been approved and signed by your designated provincial representative.

We understand that in the future additional items may be listed to SECTION IV of the application as PDAP develops standard procedures for other provincial functions.

Yours truly,

GOVERNOR

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT
ANNUAL RECERTIFICATION APPLICATION

- I. PROVINCE OF _____
- II. DATE OF ORIGINAL AGREEMENT _____
- III. DATE OF CURRENT AGREEMENT _____
- IV. DOCUMENTATION REQUIRED BY PLAP

<u>DOCUMENT</u>	<u>PERIOD COVERED</u>	<u>DATE PREPARED</u>
A. Socio-Economic Profiles		
B. Five Year RPTA Improvement Program		
C. C I P		
D. Road Network Development Plan		
E. Equipment Pool Development Plan		
F. Materials Lab Development Plan		
G. Equipment Pool Operations Manual		
H. FY 76 Annual Budget		
I. Annual Report		

V. JOINT PROVINCE/PDAP WORK PLAN FOR FY 76

(See Attached)

Having completed the documentation listed in Section IV above and the work plan identified in Section V, the PROVINCE OF _____, as authorized by Board Resolution No. _____ dated _____ herewith applies for continuing participation in PDAP thru FY 76. The PROVINCE herewith affirms its intention to complete the joint work plan and to the best of its ability comply with its obligations under the Memorandum of Agreement with PDAP.

SUBMITTED:

GOVERNOR

DATE

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ATTACHMENT B

PDAP/PROVINCE AGREEMENT FOR PROVINCES THAT
ENTERED PROGRAM PRIOR TO 1 JULY 1973.

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT known as the Basic PDAP/PROVINCE Agreement made and executed at the City of Manila, Philippines, this ____ day of _____, 197___, by and between:

The Provincial Government of _____ with offices at _____, represented herein by its Governor, duly authorized, hereinafter referred to as the PROVINCE.

- and -

The Provincial Development Assistance Project, represented herein by the Executive Director, duly authorized, hereinafter referred to as PDAP.

W I T N E S S E T H

WHEREAS PDAP and the PROVINCE have had a working agreement for a number of years to promote economic and social development of the province; and

WHEREAS a significant number of provincial employees have been trained in development planning, fiscal management, equipment maintenance and related government functions; and

WHEREAS PDAP has provided a significant amount of equipment for the Provincial Development Staff and the Provincial Equipment Pool; and

WHEREAS the PROVINCE has utilized the assistance of PDAP to prepare an Equipment Pool Development Plan, an Equipment Pool Operations Manual, an annual Capital Improvement Program and an Annual Provincial Budget; and

WHEREAS both parties agree that a continuing working relationship could contribute to the further economic and social development of the province;

NOW, THEREFORE, for and in consideration of the foregoing, PDAP and the PROVINCE have agreed as follows:

SECTION I - ANNUAL RECERTIFICATION

The PROVINCE has requested the execution of this Agreement and has met the requirements established by PDAP.

SECTION 2 - TRAINING

The PROVINCE will continue to send participants to PDAP sponsored training program.

SECTION 3 - SPECIAL PROGRAMS

The PROVINCE and PDAP may execute a separate agreement covering support for the Provincial Equipment Pool or other special programs which from time to time become operational.

SECTION 4 - REPORTING REQUIREMENTS

A trip report will be prepared each time a PDAP staff member visits the province. A copy of this report will be provided to the PROVINCE within 15 days after the PDAP staff within 30 days after the end of each quarter a report of the progress of program activities. Within 30 days after the end of the fiscal year in lieu of a quarterly report the PROVINCE will submit to PDAP an annual report of accomplishment on the implementation of the program identified under this agreement.

SECTION 5 - DURATION OF AGREEMENT

This Agreement will be in force for a period of thirteen months beginning 1 July 197__, unless sooner terminated by either party upon written notice to the other 30 days in advance, provided that subsidiary agreements entered into between the parties relating to specific undertaking will to that extent only continue in force until completion. However, this Agreement may be extended for additional one year periods at the discretion of PDAP provided the PROVINCE submits a recertification application as specified in SECTION 1 of this Agreement.

PROVINCE OF

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

BY:

BY:

GOVERNOR

EXECUTIVE DIRECTOR

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ATTACHMENT C

NOTICE OF EXTENSION OF MEMORANDUM OF AGREEMENT

TO : Governor _____
Province of _____

FROM : Col. Gregorio R. Villar
Executive Director, PDAP

SUBJECT : Extension of Memorandum of Agreement

REF : Application for Recertification

Your application for recertification dated _____

has been reviewed by this office and found to be in substantial

compliance with requirements established in the PDAP/USAID FY 76

Project Agreement. Accordingly, the effective period of our

PDAP/PROVINCE Memorandum of Agreement is extended until 31 July

ATTACHMENT D

PDAP/PROVINCE AGREEMENT AND WORK PLAN FOR PROVINCES
THAT ENTER PROGRAM AFTER 1 JULY 1973.

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT known as the Original Basic PDAP/PROVINCE Agreement, made an executed at the City of Manila, Philippines this _____ day of _____, 197__, by and between:

The Provincial Government of _____, with offices at _____ represented herein by its Governor, duly authorized hereinafter referred to as the PROVINCE

- and -

The Provincial Development Assistance Project, represented herein by the Executive Director, duly authorized, hereinafter referred to as PDAP.

W I T N E S S E T H

WHEREAS, there exists a need for accelerating the economic and social development of the PROVINCE so as to achieve higher standard of living, more equitable distribution of income, and higher quality of life for its people;

WHEREAS, these goals could better be achieved by an active partnership between the National Government and the PROVINCE;

WHEREAS, the current role of the PROVINCE as an effective partner in this program is limited by its resources to plan and implement programs and projects;

WHEREAS, the PROVINCE is desirous of assistance to improve its program implementation capabilities; and

WHEREAS, PDAP is agreeable to assisting the PROVINCE, to expand these capability;

NOW, THEREFORE, for and in consideration of the foregoing, PDAP and the PROVINCE have agreed as follows:

SECTION 1. PROGRAM OF COOPERATION - PDAP and the PROVINCE will:

- a. Cooperate in programs designed to achieve the economic and social development of the province;

- b. Address their initial effort to Fiscal Administration, Agricultural Planning and Infrastructure Implementation Facilities, including Equipment Management; provided that this Memorandum of Agreement shall not be construed to preclude the PROVINCE from undertaking programs and projects in other areas of development;
- c. Integrate into the development program projects and activities in rural electrification, rural industries and family planning and nutrition.

SECTION 2. OBLIGATIONS OF PDAP - PDAP commits to:

- a. Make available to the PROVINCE services of PDAP staff members or consultants from time to time as program needs are identified and to provide them with transportation to and from the province and per diems and other allowances authorized in existing regulations;
- b. Assist the PROVINCE in constituting a Provincial Development Staff and in the training of the members thereof and other provincial personnel;
- c. Provide office equipment and vehicles for the PDS as specified in the Local Development Project Plan (PROP - PAGE 59).
- d. Provide technical assistance in the preparation and implementation of an Equipment Pool Development Plan and Materials Testing Laboratory Development Plan;
- e. Provide technical assistance in the formulation of a Multi-year Comprehensive Plan, Road Network Development Plan, and Capital Improvement Program (CIP) for the province;
- f. Assist in the preparation of a one-year Action Budget which is based on the CIP; and
- g. Provide, under terms of a separate agreement, construction equipment and vehicle obtained from excess

property sources as available and consistent with the ability of province to maintain and utilize.

SECTION 3. OBLIGATIONS OF THE PROVINCE - The PROVINCE commits to:

- a. Constitute in the Office of the Governor a full-time Provincial Development Staff (PDS) composed of at least six technical members as follows:
 - (1) Provincial Development Coordinator - head of staff
 - (2) Project Analyst
 - (3) Fiscal Analyst
 - (4) Agricultural Analyst
 - (5) Infrastructure Analyst
 - (6) Researcher-Statistician
- b. Include above-mentioned positions in the Provincial Budget to insure continuity in local development programs and provide tenure to PDS members;
- c. Provide appropriate office space, clerical support and operational funds to the Provincial Development Staff;
- d. Participate, upon admission to the project, in conferences, seminars and workshops as outlined in Annex A of the Agreement;
- e. Contribute to the cost of training as described in Annex A in an amount estimated to be approximately P16000;
- f. Send participants to PDAP-sponsored training programs and conferences, provide travelling expenses to and from the training site and other allowances that the participants might be entitled to under the regulations;
- g. Formulate a Multi-Year Comprehensive Plan;
- h. Annually prepare a Multi-Year Capital Improvement Program;
- i. Formulate a one-year Action Budget before June 30 of each fiscal year based on programs and activities

- identified in the Multi-Year Comprehensive Plan and Capital Improvement Program;
- j. Undertake programs in public administration including but not limited to improvement in the system of budgeting, real property tax administration, procurement and personnel management;
 - k. Construct or improve the Provincial Equipment Pool to meet standards established in the Equipment Pool Development Plan;
 - l. Provide funds and personnel for the maintenance and use of all equipment provided to the PROVINCE by the PDAP under terms of Section 2 of this Agreement;
 - m. Allow PDAP and USAID representatives to inspect commodity items issued to the PROVINCE by virtue of this Agreement and records relating to them during regular business hours;
 - n. Adhere to the work program outlined in Annex "B" which is an integral part of this Agreement; and
 - o. Provide PDAP staff members or consultants while working in the province, office space, living quarters or accommodations, supplies and transportation required in the performance of their duties.

SECTION 4. REPORTING REQUIREMENTS - A trip report will be prepared each time a PDAP staff member visits the province. A copy of this report will be provided to the PROVINCE within 15 days after the PDAP staff member leave the province.

The PROVINCE will submit to PDAP within 30 days after the end of each quarter, a report on the progress of program activities. Within 30 days after the end of the fiscal year, in lieu of a quarterly report, the PROVINCE will submit to PDAP an annual report of accomplishments on the implementation of the program identified under this agreement.

SECTION 5. DURATION OF AGREEMENT - This Agreement will be in force for a period of three years beginning 1 July 197__, unless sooner terminated by either party upon written notice to the other 30 days in advance, provided that subsidiary agreements between the parties relating to specific undertaking may continue in force until completion.

SECTION 6. EVALUATION - Annual evaluation will be undertaken of the progress of the program under this Agreement. Failure of one party to comply with the obligations enumerated in Sections 2 and 3 above will provide the other party basis for advice of wish to terminate the Agreement pursuant to SECTION 5, above.

SECTION 7. MISCELLANEOUS - Grant of equipment and supplies to the PROVINCE may be covered by separate agreements. Any violation of the terms of such agreements will also be proper ground for notice of termination of this Agreement without prejudice to the specific sanctions contained in such agreements.

PROVINCIAL GOVERNOR OF

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

BY:

BY:

(GOVERNOR)

EXECUTIVE DIRECTOR

Signed in the presence of:

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PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

PROVINCIAL DEVELOPMENT TRAINING PROGRAM
(Basic Training Package for New PDAP Provinces)
FY 1975-76

Abra, Agusan del Sur, Cagayan, Mindoro Occidental, Quezon

COURSE	PARTICIPANTS	NO. OF PARTICIPANTS PER PROVINCE	NO. OF HOURS	DATE
<u>Category I</u>				
a. General Orientation A	Governor, 1 Board Member, Provincial Development Coordinator, Provincial Engineer, Provincial Development Officer (DLGCD), Treasurer, Auditor, Assessor, Agriculturist	9	14	14-15 July
b. General Orientation B	Vice Governor, 2 Board Members, Asst. Provincial Engineer, Asst. PDO (DLGCD) Asst. Treasurer, Asst. Auditor, Asst. Agriculturist, Asst. Assessor	9	14	21-22 July
<u>Category 2</u>				
Local Administration and Development Program	Provincial Development Coordinator and PDS Project Analyst	2	375	11 August 17 October

ANNEX A

A-17

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COURSE	PARTICIPANTS	NO. OF PARTICIPANTS PER PROVINCE	NO. OF HOURS	DATE
<u>Category 3</u>				
Provincial Development Training Program	PDS (Provincial Development Staff composed of: Provincial Development Coordinator, Project Analyst, Fiscal Analyst, Agricultural Analyst, Infrastructure Analyst, Researcher/Statistician)			
I. Policies and Guidelines on Local Government Operations	-do-	6	8.5	29-30 September
II. PDAP-Province Joint Operations	-do-	6	8.5	30 Sept. - Oct.
III. Development Planning				
A. Basic Planning Techniques	-do-	6	29.5	2-4 & 6-7 October
B. Seminar-Workshop on the Preparation of Provincial Socio-Economic Profile	-do-	6	13	7-8 October

C O U R S E	P A R T I C I P A N T S	N O . O F P A R - T I C I P A N T S P E R P R O V I N C E	N O . O F H O U R S	D A T E
IV. Infrastructure Development				
A. Equipment Pool Development Planning	PDS and Provincial Engineer	7	27	9-12 October
B. Road Network Development Planning	-do-	7	14	13-14 October
C. Quality Control Development Planning	-do-	7	14	15-16 October
V. Fiscal Management				
A. Capital Improvement Program Preparation	PDS, Provincial Engineer and Treasurer	8	28.5	17-18 & 20-21 October
B. Performance Budget Preparation	-do-	8	21	22-24 October
C. Cash Flow/Budget Monitoring	-do-	8	10	25-26 October
<u>Category 4</u>				
Recapitulation Session for Provincial Officials	Governor, 1 Board Member, PDC, Provincial Engineer, Treasurer, Assessor and PDO (DLGCD)	7	25	27-30 October

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WORK PROGRAM

- I. First six (6) months (July-December) after the signing of the Agreement.
 - A. Constitution of Provincial Development including the provision of adequate office space and clerical and operational support.
 - B. Participation in orientation conferences, seminars and workshops outlined in Annex "A".
 - C. Conduct meetings of Provincial Government personnel and representatives of National Government offices in the province to acquaint them with the program of development and to seek their cooperation.
 - D. Prepare a draft Equipment Pool Development Plan in the format prescribed by PDAP.
 - E. Initiate gathering of data and information and other measures preparatory to the formulation of a multi-year development program.
 - F. Submit required reports.
- II. Second six (6) months (January-June) after signing of the Agreement.
 - A. Complete the formulation of:
 1. Equipment Pool Development Plan and a draft Equipment Operations Manual.
 2. Five-Year Capital Improvement Program.
 3. One-Year Provincial Budget for following fiscal year.
 - B. Secure adoption and approval of the Action Budget by the Provincial Board.
 - C. Initiate implementation of Equipment Pool Development Plan.
 - D. Initiate fiscal management improvement program.
 - E. As a minimum include plans to install a modern real property tax administration system in 5 to 6 years.
 - F. Reduce the equipment deadline rate at the Provincial Equipment Pool to 25% or less.
- III. Third six (6) months (July-December) after signing of the Agreement.
 - A. Start implementation of the one-year action program.
 - B. Establish an operations room and install a program monitoring system.
 - C. Prepare a report on evaluation of first-year's operation under the Agreement.
 - D. Complete Road Network Development Plan.
 - E. Initiate implementation of Equipment Pool Operations Manual.

- F. Start publication and distribution of a Provincial Development Newsletter or equivalent.
 - G. Provincial officials including Provincial Development Staff members participate in conferences and seminars that may be conducted.
 - H. Maintain an Equipment Pool Deadline Rate of 25% or less.
 - I. Submit required reports.
- IV. Fourth six (6) months (January-June) after signing the Agreement.
- A. Initiate preparation of a Provincial Comprehensive Plan.
 - B. Prepare a Five Year Capital Improvement Program (CIP).
 - C. As a minimum complete Phase I of the Equipment Pool Development Plan including an operational Materials Testing Laboratory.
 - D. Prepare the second one-year Provincial Budget based on CIP.
 - E. Secure adoption of the Provincial Budget by the Provincial Board.
 - F. Submit required reports.
- V. Fifth six (6) months (July-December) after signing the Agreement.
- A. Start implementation of second year action program.
 - B. Evaluate implementation of first year action program. This will include comparing accomplishments with targets in the program, identification of problems met in its implementation and proposed measures to meet those problems.
 - C. Initiate a Personal Administration Program (Preparation of a Position Classification Plan and a Standard Wage Plan).
 - D. Complete the Provincial Comprehensive Plan.
 - E. Submit required reports.
- VI. Sixth six (6) months (January-June) after signing the Agreement
- A. Prepare the third Capital Improvement Program.
 - B. Formulate a one-year Provincial budget.
 - C. Secure adoption of the Provincial Budget by the Provincial Board.
 - D. In close collaboration with PDAP, prepare a depth evaluation of operations under the Agreement.
 - E. Determine future status of PDAP/PROVINCE relations.

ATTACHMENT E

PDAP/PROVINCE AGREEMENT COVERING EXCESS PROPERTY
FOR PROVINCIAL EQUIPMENT POOLS. THIS AGREEMENT
REQUIRED FOR ALL PROVINCES.

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A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, cited as the "Equipment Pool Agreement", made and executed at the City of Manila, Philippines, this _____ day of _____ 197__ by and between:

The Provincial Development Assistance Project (PDAP), represented in this Agreement by the Executive Director, duly authorized, hereinafter referred to as PDAP and

The Provincial Government of _____, with offices at _____, _____, represented in this Agreement by its Governor, duly authorized, hereinafter referred to as the PROVINCE.

W I T N E S S E T H

WHEREAS, pursuant to the provisions of Section 607 of the U.S. Foreign Assistance Act of 1961, as amended, the American Government, through the Agency for International Development in the Philippines, hereinafter referred to as USAID, has made available to the Philippine Government, U.S. Excess Property to assist in the accomplishment of the objectives of the Foreign Assistance Act and the Economic and Technical Cooperation Agreement between the Government of the United States of America and the Government of the Philippines;

WHEREAS, the PROVINCE has prepared an Equipment Pool Development Plan in accordance with the format prescribed by PDAP a copy of which has been provided to PDAP and USAID;

WHEREAS, the PROVINCE has prepared an Equipment Pool Operations Manual in accordance with the format prescribed by PDAP, a copy of which manual has been provided to PDAP and USAID;

WHEREAS, the PROVINCE has agreed to prepare a Road Network Development Plan in accordance with the format described by PDAP;

WHEREAS, the PROVINCE has agreed to annually prepare a Capital Improvement Program (CIP) which includes public work type project that will contribute to the economic development of the province and in order to carry out these projects various items of equipment must be procured;

WHEREAS, the PROVINCE has agreed to annually prepare a Provincial Budget in accordance with the format approved by the Department of Finance;

WHEREAS, procurement of items of heavy equipment may be from the U.S. Excess Property sources; and

WHEREAS, the Government of the Philippines, and USAID have entered into an agreement for the procurement of said equipment for the PROVINCE;

NOW, THEREFORE, for and in consideration of the foregoing, PDAP and the PROVINCE have agreed as follows:

1. Under procedures identified as the "607 Program", equipment will be provided to the PROVINCE from excess property located at U.S. Military Bases in the Philippines in accordance with terms and conditions specified in attached Annex "A", which annex is an integral part of this Agreement.
2. Under procedures identified as "Rehabilitated Equipment", equipment will be provided to the PROVINCE from world-wide excess property sources of USAID in accordance with terms and conditions specified in attached Annex "B", which annex is an integral part of this agreement.
3. Equipment provided to the PROVINCE from all sources identified above, subject to the mutual concurrence of the GOP and USAID Project Managers of Project No. 492-11-995-256, are to be used on requirements specified in the Equipment Pool Development Plan and the current Capital Improvement Program of the province that has been prepared in accordance with minimum standard established by PDAP.
4. Equipment will not be provided by PDAP to the PROVINCE in the absence of an Equipment Pool Development Plan except PDAP may waive this requirement during the first six months that a province is in the program.
5. Equipment will not be provided to the PROVINCE in the absence of a Road Network Development Plan, an Equipment Pool Operations Manual, a current Capital Improvement Program and a current Action Plan/Budget except during the first fiscal year after the initial signing of a Memorandum of Agreement between PDAP and the PROVINCE except further that PDAP may grant

one six-month waiver on the requirement for a Road Network Development Plan.

6. The PROVINCE shall provide funds, repair facilities and personnel to maintain in operating condition all equipment that is received under this Agreement.
7. The PROVINCE shall provide funds for operational expenses required to utilize equipment received under this agreement for the purpose for which such equipment was acquired as indicated in the development plans of the province.
8. Funds deposited in the Special Equipment Pool Development Account, as provided in Annex B, may be withdrawn for use in implementing the Equipment Pool Development Plan of the PROVINCE, provided:
 - a. All requests are submitted on standard forms provided by PDAP.
 - b. Local funds are appropriated in an amount at least equal to the amount of the requested withdrawal.
 - c. PDAP concurs that the designated use relates to implementation of the Equipment Pool Development Plan.
9. The PROVINCE agrees to submit to PDAP and AID within 30 days after the end of each fiscal year, an annual report on the use of the equipment received and the capital and maintenance projects that were accomplished with it. Failure to submit such report will automatically suspend the effectiveness of this Agreement until such time the required report has been submitted. Failure to submit the report within 120 days after the end of the fiscal year will automatically terminate this Agreement.
10. The PROVINCE agrees to submit "End Use Reports" for each piece of equipment within 30 days after it is received and to submit subsequent "End Use Reports" every six months: (a) for one year in the case of "507" situs equipment and (b) for three years on each piece of equipment acquired under provision of Annex B.

11. The PROVINCE agrees that representatives of PDAP and/or USAID shall have the right to examine the equipment received under this Agreement and to inspect any accounts or records concerning the use made of such property until the last required end use report has been filed but in no case longer than 3 years after physical receipt of said property, and to direct appropriate disposition of property not being used for the purpose specified herein.
12. For a period of three years after physical receipt of equipment covered by this agreement, the PROVINCE agrees not to transfer, export or otherwise dispose of such equipment without the prior approval of PDAP and USAID.
13. If within the period of three years mentioned above, PDAP and USAID determine that the equipment covered by this agreement is being utilized for some other purposes than are specified in this Agreement, the PROVINCE agrees that PDAP and USAID may direct the disposal (by sale if necessary) of such equipment and the PROVINCE agrees to conduct such sale under such conditions, including purchaser eligibility, specified by PDAP and USAID.
14. In the event that the sale of any equipment is directed by PDAP and USAID as provided in this Agreement, the proceeds of such sale shall be deposited into a Special Account in the Central Bank of the Philippines, and used only for such development purposes as may be agreed upon between PDAP and USAID.
15. PDAP and USAID make no warranty as to the condition or as to suitability for proper use of the equipment furnished under this Agreement.
16. Provisions in paragraph 11 notwithstanding, the PROVINCE may at any time dispose of equipment acquired under this agreement, if it is economically impractical to maintain such equipment in an operating condition, provided PDAP and USAID give their prior written approval. Any proceeds that may be derived under this section shall accrue to the PROVINCE.

- 17. Equipment will not be delivered to the PROVINCE if the deadline rate in the provincial equipment pool exceeds 25% for a 30-day period or is greater than 35% at any given time. Once suspended from participation in this program because of an excessive deadline rate, a province is not eligible for reinstatement until the deadline rate has been reduced to the acceptable level and a period of three months has elapsed. After a second suspension, a PROVINCE is ineligible to receive additional equipment for a period of one year. A third suspension will ban the PROVINCE from further participation in the program.
- 18. All equipment provided by USAID under prior agreements between NEC and the PROVINCE are subject to the terms and conditions of this Agreement.
- 19. Any prior agreements between NEC and the PROVINCE covering the acquisition of equipment from USAID Excess Property sources are superseded by this Agreement.
- 20. This Agreement may be terminated by either party within 30 days after written notice is provided to the other, but will automatically terminate on 30 June of each year, unless the PROVINCE applies for an extension in the manner provided by PDAP and the latter approves such request, except that upon termination for any cause provisions of sections, 6, 7, 9, 10, 11, 12, 13, 14, and 18 are binding on the PROVINCE until such time as the PROVINCE has fulfilled all obligations under Section 10 of this Agreement.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures at the place and on the date first above written.

PROVINCIAL DEVELOPMENT
ASSISTANCE PROJECT

PROVINCE OF _____

BY:

BY:

Executive Director, Provincial
Development Assistance Project

Provincial Governor

ANNEX A

607 PROGRAM

1. Based on information in the Capital Improvement Program, the PROVINCE may request excess property equipment in an "as is, where is" condition from U.S. Military Bases located in the Philippines.
2. All cost involved in transportation of the equipment to the province and the repair of the equipment will be borne by the PROVINCE.
3. As a condition of receiving equipment under the 607 Program, the PROVINCE agrees to promptly appropriate and obligate funds for the transportation and repair of the equipment in an amount mutually agreed between the PROVINCE and PDAP or in the absence of a mutual agreement an amount in peso equivalent to not less than ten percent (10%) of original acquisition cost (OAC) of the equipment. Notice of said appropriation and obligation of funds for this purpose shall be sent to PDAP.
4. IF the PROVINCE acquires equipment under this program and does not initiate repairs within four months after taking title to the equipment, PDAP is authorized to suspend the PROVINCE from further participation in the program until the required repairs are completed. A second suspension under provision of this paragraph could result in termination of the agreement by PDAP.

ANNEX B

REHABILITATED EQUIPMENT

1. Based on information in the Province Equipment Pool Development Plan and the Capital Improvement Program, PDAP will attempt to locate the units of equipment required by the PROVINCE.
2. When an item of equipment has been located, PDAP will advise the PROVINCE of the availability of such unit. Upon acceptance of the offer, the PROVINCE will deposit with PDAP an amount in pesos equal to 35% of the Original Acquisition Cost (OAC) of the unit being acquired. Of this amount, 25% OAC will be used by PDAP for acquisition of the equipment including in-country transportation. The remaining 10% OAC will be placed in a Special Equipment Pool Development account in trust for the PROVINCE.
3. After acceptance of the offered unit by the PROVINCE, PDAP will cause a procurement order to be issued by USAID. If for any reason, the order cannot be filled, then the deposit of 35% OAC will be returned to the PROVINCE.
4. After a purchase order has been issued by USAID, the PROVINCE cannot cancel its acceptance of the equipment except with the specific concurrence of both PDAP and USAID.
5. When the equipment is available for delivery to the PROVINCE, PDAP will at its discretion, arrange transportation to the port nearest the equipment pool of the PROVINCE or where applicable will arrange surface transportation to the equipment pool of the PROVINCE.
6. Ownership of the equipment shall be vested with USAID when the equipment is shipped by ADI (Logistics Service Branch) or USAID. Title passes upon delivery to the consignee and the PROVINCE shall thereafter assume all responsibilities incident to ownership of such property, including but not limited to, all risks of loss of or damage to the property and all damages caused by the property.

ATTACHMENT F

STANDARD PDAP/PROVINCE AGREEMENT COVERING
LOANS FOR EQUIPMENT POOL FACILITIES FOR
NEW PROVINCES.

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and executed at the City of Manila, Philippines this _____ day of _____, 197__, by and between:

The Provincial Development Assistance Project, represented by the Project Executive Director, duly authorized, hereinafter referred to as PDAP and -

The PROVINCIAL GOVERNMENT of _____, with office at _____, represented in this Agreement by its Governor, duly authorized, hereinafter referred to as the PROVINCE.

W I T N E S S E T H

WHEREAS, pursuant to the provisions of the Project Agreement, dated 28 September 1973, as amended, between PDAP and USAID, loan funds have been made available to the Philippine Government to assist with the construction of provincial development projects in PDAP provinces;

WHEREAS, the PROVINCE has initially joined the PDAP program during the current fiscal year;

WHEREAS, the PROVINCE has undertaken a development program in accordance with procedures and program approved by PDAP;

WHEREAS, the PROVINCE must construct maintenance and other support facilities to properly service the equipment required to implement anticipated development project;

WHEREAS, the PROVINCE has prepared an Equipment Pool Development Plans that will define projected needs of the PROVINCE;

WHEREAS the PROVINCE does not have the financial ability to immediately construct this required maintenance facility;

WHEREAS, the PROVINCE welcomes outside help and desires to participate in the PDAP Special Development Program;

WHEREAS, the Provincial Board by Resolution No. _____ dated _____ has authorized the Governor to submit an application to PDAP for a loan to reimburse the agreed estimated direct cost of the construction of phase one of the provincial equipment pool in accordance with the approved plan;

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WHEREAS, the PROVINCE has appropriate local funds to initially cover the entire cost of this project;

NOW, THEREFORE, for and in consideration of the foregoing, PDAP, and the PROVINCE have agreed as follows:

1. The PROVINCE will construct phase one of the equipment pool development plan in accordance with agreed plans and specifications.
2. That PDAP will make available to the PROVINCE a loan in the amount of P_____ which will be used solely to reimburse the province the agreed amount to partly cover the cost of constructing phase one of the provincial equipment pool development plan.
3. Any additional funds required to complete the project will be appropriated by the PROVINCE from local funds before any additional capital projects are initiated by the PROVINCE.
4. The annual rate of interest will be four (4) percent.
5. The term of the loan will be ten (10) years as computed from the date of the reimbursement check which PDAP will issue in the full amount of the loan after the project has been completed and has passed final inspection.
6. Interest during the first year will be waived.
7. The grace period on principal payment is two years.
8. The principal will be paid in equal annual payments over the remaining term of the loan.
9. Interest will be paid annually.
10. The PROVINCE must complete the project and have it approved by PDAP not later than two years after the date of this agreement, after which date no loan funds can be disbursed by PDAP.
11. The termination of the PDAP Program will have no effect on the responsibility of the PROVINCE to repay all funds obtained under terms of this loan agreement.

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

BY:

PROVINCIAL GOVERNMENT OF _____

BY:

DATE

ATTACHMENT G

STANDARD PDAP/PROVINCE AGREEMENT COVERING
LOANS FOR DEVELOPMENT PROJECTS AND PROGRAMS

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and executed at the City of Manila, Philippines
this _____ day of _____ 197__, by and between:

The Provincial Development Assistance Project, represented
by the Project Executive Director, duly authorized, hereinafter
referred to as PDAP, and -

The PROVINCIAL GOVERNMENT OF _____, with office
at _____, represented in this Agreement by its Governor,
duly authorized, hereinafter referred to as the PROVINCE.

W I T N E S S E T H

WHEREAS, pursuant to the provisions of the Project Agreement, dated
28 September 1973, as amended, between PDAP and USAID, loan funds have been
made available to the Philippine Government to assist with the construction
of provincial development projects in PDAP provinces;

WHEREAS, the PROVINCE of _____ has undertaken a development
program in accordance with procedures and program approved by PDAP;

WHEREAS, the PROVINCE has initiated preparation of a multi-year
Comprehensive Plan;

WHEREAS, the PROVINCE prepared an Equipment Pool Development Plan;

WHEREAS, the PROVINCE has prepared and adopted a current Capital
Improvement Program;

WHEREAS, the PROVINCE has prepared and adopted a current Action Budget;

WHEREAS, the PROVINCE has prepared a feasibility or program study that
supports the desirability of undertaking _____

WHEREAS, the PROVINCE has secured the concurrence of the appropriate
NATIONAL GOVERNMENT agency concerned with this project;

WHEREAS, the PROVINCE has limited financial ability to immediately
undertake some of the larger projects;

WHEREAS, the PROVINCE welcomes outside help and desires to participate
in the PDAP Special Development Program;

WHEREAS, the Provincial Board by Resolution No. _____ dated _____
_____ has authorized the Governor to submit an application to PDAP
for a loan to finance the agreed estimated direct cost this undertaking;

WHEREAS, the PROVINCE has appropriate local funds to initially cover the entire cost of this activity;

NOW, THEREFORE, for and in consideration of the foregoing, PDAP and the PROVINCE have agreed as follows:

1. The PROVINCE will complete the project in accordance with agreed plans and specifications, or complete the capital purchase, whichever is appropriate;
2. The PDAP will make available to the PROVINCE a loan in an amount not to exceed P _____ as a reimbursement after the agreed project or purchase has been completed.
3. Any additional funds required to complete the project or purchase will be appropriate by the PROVINCE from local funds before any additional capital projects are initiated by the PROVINCE.
4. The annual rate of interest will be four (4) percent.
5. The term of the loan will be ____ years (not to exceed 10 years) as computed from the date of the reimbursement check which PDAP will issue in the full amount of the loan after the project or purchase has been successfully completed.
6. Interest during the first year will be waived.
7. The grace period on principal payment is two years.
8. The principal will be paid in equal payments over the remaining term of the loan.
9. Interest will be paid annually.
10. The PROVINCE has two years from the date of this agreement to complete the project or purchase. After that date PDAP can no longer disburse funds under this agreement.
11. The termination of the PDAP Program will have no effect on the responsibility of the PROVINCE to repay all funds obtained under terms of this loan agreement.

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

BY:

DATE

PROVINCIAL GOVERNMENT OF _____

BY:

DATE

65

ATTACHMENT H

OPERATIONAL BUDGET OF THE PROVINCIAL DEVELOPMENT
ASSISTANCE PROJECT (PDAP). BUDGET FIGURES DO NOT
INCLUDE SALARIES OF PERSONNEL THAT ARE ASSIGNED
TO PDAP ON DETAIL FROM OTHER GOP AGENCIES.

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

FY 76 BUDGET

1. Financing:

The budgetary requirements for PDAP operations will be financed by withdrawals from the Counterpart Fund Special Account.

2. PDAP Budget:

The budget for administering this project will be for the period July 1, 1975 to June 30, 1976, in the amount of approximately P2.115 million as shown in detail in the attached budget for expenditures. Funds provided herein will not be used for payment of obligations incurred prior to the effective date of this Agreement.

3. Operating Procedure:

The initial release of administrative funds to the project may be authorized at the time of approval of Counterpart Agreement 76165. Subsequent releases of funds will be made by NEDA upon request of the PDAP Executive Director and in accordance with terms of the Counterpart Agreement.

Republic of the Philippines
NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY
M a n i l a

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT
(Name of Project)

DATE 1 July 1975

SUMMARY OF PESO REQUIREMENTS FROM THE COUNTERPART FUND-SPECIAL ACCOUNT

	FY 74 Allocation	FY 75 Allocation	FY 76 Allocation
1. Salaries and Wages - - - - -	P 54,324.00	P 79,020.00	P122,863.00
a. Insurance - - - - -	-	-	-
2. Equipment Including Office Furniture - - - - -	P 1,700.00	P 17,000.00	P 14,500.00
3. Expendable Supplies - - - - -	P 76,674.00	P120,000.00	P195,000.00
4. Transportation - - - - -	P219,979.00	P600,000.00	P600,000.00
5. Postal, Telegraph, Telephone Service - - - - -	P 16,390.00	P 21,000.00	P 31,680.00
6. Rentals, Illumination, etc. - - - - -	P -	P -	P -
7. Special Services Including Contractual Service - - - - -	P 85,471.00	P335,300.00	P441,200.00
8. Construction Materials - - - - -	P -	P -	P -
9. Other Services - - - - -	P113,039.00	P205,480.00	P192,020.00
10. Educational and Informational Program - - - - -	<u>P130,639.00</u>	<u>P350,000.00</u>	<u>P518,530.00</u>
T O T A L - - - - -	<u>P698,216.00</u>	<u>P1,727,800.00</u>	<u>P2,115,793.00</u>

ATTACHMENT I

FORMAT FOR PROVINCIAL QUARTERELY REPORTS

(DRAFT TRANSMITTAL MEMORANDUM)

TO : Executive Director, PDAP Date: _____

FROM : Governor _____
Province of _____

SUBJECT: Quarterly Report for Period of _____
To _____

Attached are three copies of subject report as required by existing PDAP/PROVINCE Agreements. As indicated in the report, the province is meeting all requirements of the PDAP/PROVINCE Agreements and the Joint PDAP/PROVINCE Work Plan except: (if any)

(List exceptions . Do not repeat details that are covered in the report).

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

PROVINCE OF _____

QUARTERLY REPORT FOR PERIOD

SUMMARY: (A brief overview of accomplishments. This should be prepared last, i.e., after all other sections of the report have been completed.)

TRAINING: (A narrative description of all training activities in which province representatives participated during the quarter. Particularly cover training activities listed in Section I A of the Joint PDAP/PROVINCE Work Plan.)

STATUS PDAP/PROVINCE AGREEMENT ACTIVITIES:

(A narrative description of what the province has done during the quarter to accomplish activities required under a PDAP/PROVINCE Agreement but not specifically listed in the Joint PDAP/PROVINCE Work Plan. Use sub-heading as appropriate. Examples of activities that may be covered in this section would be (a) preparation of CIP, (b) completion of Road Network Development Plan, and (c) preparation and adoption of the Annual Budget, etc. Do not cover special agreements which carry their own reporting requirements such as the SIP.)

IMPLEMENTATION OF JOINT PDAP/PROVINCE WORK PLAN:

(Use sub-headings with the same designation as used in the Joint PDAP/PROVINCE Work Plan. For example, "III A Equipment Pool Personnel Training". Be sure to list every heading in the Joint Work Plan. Use the term "NONE" to indicate no joint activities were planned. Use term "NO ACTION" to indicate planned activities on which no implementing actions were taken during the quarter. However, for "I A Staff Development" indicate training aspects were described "above". As appropriate, describe the accomplishments for each activity during the quarter. Try to quantify where possible.)

OTHER PROVINCIAL PROGRAMS AND ACTIVITIES:

(OPTIONAL. Provinces may use this section to comment on items that do not fit the above categories.)

PROVINCE TARGETS FOR NEXT QUARTER:

(Province should list the major activities that are planned to be initiated, continued or accomplished during the next reporting period. Quantify where possible.)

ACTIONS REQUIRED OF PDAP:

(The province should use this section particularly to alert PDAP to actions that the latter must take to meet commitments in the implementation of the Joint PDAP/PROVINCE Work Plan. The province should list only those actions that PDAP has agreed to take. Requests for actions by PDAP should be by other communications.)

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

PROVINCE OF _____

QUARTERLY REPORT FOR PERIOD

_____ TO _____

ANNEX A

I. SUPPLEMENTAL BUDGETS THIS QUARTER

(P1000)

FUND	NO.	NET INCREASE (DECREASE)	
		EST. INCOME	APPROPRIATIONS
General Infrastructure			

II. BUDGET STATUS END OF QUARTER

(P1000)

	NO.	NET AMOUNTS	
		EST. INCOME	APPROPRIATIONS
General - Original	xxx	P	P
General - Supplemental		P	P
GENERAL - TO DATE		P	P
Infrastructure - Original	xxx	P	P
Infra - Supplemental		P	P
INFRASTRUCTURE - TO DATE		P	P

III. SPARE PARTS ACQUISITION

(P1000)

<u>ORIGINAL</u> <u>APPROPRIATION</u>	<u>PRESENT</u> <u>APPROPRIATION</u>	<u>OBLIGATIONS</u>	<u>DISBURSEMENTS</u>
P	P	P	P

ATTACHMENT J

FORMAT FOR PROVINCIAL ANNUAL REPORT

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

ANNUAL PROGRESS REPORT BY PARTICIPATING PROVINCES

INSTRUCTIONS

This is a special purpose report that will fulfill the annual report requirement for recertification. The content of the report is generally limited to the program areas that are of primary concern to PDAP. Consequently, provinces may want to prepare a more comprehensive annual report for their own use. In fact, PDAP encourages such action. However, the more comprehensive report should be in addition to this special report, not in lieu thereof.

This special report is intended to record progress as measured against goals and targets stated in the PROP (5-year Plan of PDAP/USAID), PROAG (Annual PDAP/USAID Agreement) and the Joint PDAP/PROVINCE Work Plans. This purpose should be kept in mind when the report is being prepared.

The report must follow the format indicated on the following pages.

PREPARE THE SUMMARY LAST. This should be a brief overview of total report in not more than a few paragraphs.

Additional instruction for preparation of the annual report are included in parenthesis on the report format. Obviously, these instructions should be omitted when the province is preparing the report in the indicated form.

There is to be an attachment of each annual report. The format for the attachment is also indicated on the following pages.

The Annual Progress Report is to be typed on legal size ditto masters that will be provided by PDAP. The typed masters are to be delivered to the PDAP Headquarters not later than 21 July 1976. PDAP will reproduce the reports and distribute copies at the Evaluation Conference which will be held in early August 1976.

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

PROVINCE OF _____

ANNUAL PROGRESS REPORT

1 JULY 1975 TO 30 JUNE 1976

SUMMARY: (A brief overview of accomplishments. This section should be prepared last, i.e., after all other sections of the report have been completed.)

TRAINING: (A narrative description of all training activities in which province representatives participated during the fiscal year. Particularly cover training activities listed in Section I A of the Joint PDAP/PROVINCE Work Plan.)

IMPLEMENTATION OF PDAP/PROVINCE AGREEMENT:

(A narrative statement covering all actions required under PDAP/PROVINCE Agreement but specifically excluding those activities covered in the Joint PDAP/PROVINCE Work Plan.)

IMPLEMENTATION OF THE JOINT PDAP/PROVINCE WORK PLAN:

(Use sub-heading with the same designation as used in the Joint PDAP/PROVINCE Work Plan. Be sure to list every heading. If no joint activities were planned, then immediately under the heading insert the term "NONE". As appropriate describe the accomplishment during the fiscal year. Try to quantify where possible.)

OTHER PROVINCIAL PROGRAMS AND ACTIVITIES:

(OPTIONAL. Provinces may use this section to comment on activities that do not fit the above categories.)

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

PROVINCE OF _____

ATTACHMENT
to the
ANNUAL PROGRESS REPORT
FY 76

I. BUDGET INCOME

BUDGET	FY 74	FY 75	FY 76	(ESTIMATE) FY 77
General	P	P	P	P
J Fund	P	P	P	P

II. BUDGET APPROPRIATIONS

BUDGET	FY 74	FY 75	FY 76	(ESTIMATE) FY 77
General	P	P	P	P
J. Fund	P	P	P	P

III. B I R ALLOTMENTS (ALL CATEGORIES) (P1000)

	FY 74	FY 75	FY 76	(ESTIMATE) FY 77
T O T A L	P	P	P	P

IV. REAL PROPERTY ASSESSMENTS

(P1000)

ITEM	31 DEC 71	31 DEC 73	31 DEC 74	31 DEC 75
NO. OF PARCELS	_____	_____	_____	_____
ASSESSED VALUE (TAXABLE)	P	P	P	P

V. REAL PROPERTY TAX COLLECTIONS

(CURRENT COLLECTIONS ONLY)
(P1000)

PERIOD	CY 72	CY 74	CY 75	CY 76 *
JAN-JUN	P	P	P	P
JUL-DEC	P	P	P	P
TOTAL	P	P	P	P
COLL. RATE	%	%	%	%

* ESTIMATED

VI. POPULATION/POLITICAL SUBDIVISIONS

	CY 68	CY 72	CY 76
Population: Province Cities			
No. Municipalities			
No. Barrios			
Bos. without Roads*			

* No. of Barrios without An All Weather Road linking to the Province Road Network.

VII. PROVINCIAL ROAD NETWORK

Category	Total Length of Roads			Const. FY 76
	30 June 68	30 June 72	30 June 76	
National	Km	Km	Km	Km
Provincial	Km	Km	Km	Km
Municipal	Km	Km	Km	Km
Barangay	xxxxxxx	xxxxxxx	Km	Km

VIII. EQUIPMENT PROVIDED THRU PDAP

(List all equipment provided thru PDAP during FY 76. Do not list supplies or other expendables.)

A. New Equipment

(This is primarily the grant commodities for the PDS.)

B. Rehabilitated Equipment

(Primarily construction Equipment and other vehicles.)

C. As-Is Equipment

(List only item with an OAC value in excess of \$500.)

FOR REFERENCE

EXCERPT FROM LOCAL DEVELOPMENT (PDAP) PROP

C. THE PROJECT PURPOSE

1. STATEMENT OF PURPOSE

The purpose of this project is to strengthen the ability of provincial governments to effectively respond to rural needs for lower transportation costs, access to markets, equitable taxation, expanded public investment and rural employment opportunities.

2. CONDITIONS EXPECTED AT THE END OF THE PROJECT

- a. Project provinces are planning, financing and conducting both short and long range operations on the basis of duly adopted comprehensive development plans, five year capital improvement programs and one year action plans tied to performance/service oriented annual budgets.
- b. Project provinces have the financial, material and technical resources to construct or reconstruct the equivalent of 50 kms. of feeder road per year, and maintain the entire provincial road network.
- c. Of the total provincial road network mileage in each project province, 70% is all-weather.
- d. No barrio over 1,000 population is without an all-weather road connecting it to the province road network.
- e. Of the assessable property in each project province, at least 90% has been assessed and is covered by valid tax declarations.
- f. Real property tax collections in project provinces exceed 65% of current collectibles. (Current national average is below 50%.)
- g. The range of current property tax collection percentages as among municipalities in each project province is not greater than 20%.
- h. Not less than 20% of the provincial budget of project provinces is being devoted to capital improvements.

ATTACHMENT K

PROCEDURE FOR WITHDRAWAL OF FUNDS
FROM EQUIPMENT POOL DEVELOPMENT ACCOUNT

INTRODUCTION

PDAP provinces participating in the Flood Rehabilitation Program and/or the Special Infrastructure Program (SIP) are reimbursed for the direct cost of infrastructure projects they complete under these programs. Ten percent of the reimbursement is placed in the Special Equipment Pool Development Account in trust for the province, while the remaining 90% is returned in the form of cash (check).

All PDAP provinces are required to pay at least 35% of the original acquisition cost (OAC) for rehabilitated excess property (largely construction equipment) that they receive as part of the regular PDAP program. Of each deposit, an amount equivalent to 10% OAC is also placed in the Special Equipment Pool Development Account in trust for the province.

To utilize these funds, the province must appropriate local funds for some purpose that is consistent with the Equipment Pool Development Plan. Assuming PDAP concurrence in this determination, the PROVINCE will expend its own funds to complete the stated purpose. Then PDAP will reimburse the agreed fixed amount in the case of construction projects or 50% of the actual expenditures not to exceed the fixed amount in the case of commodity procurement.

The basis for determining the 50% reimbursement amount for construction activities is the direct cost of the project.

REIMBURSEMENT CATEGORIES

There will be two categories of reimbursement agreements. Category I will cover procurement of commodities or services. Category II will apply to construction projects. Both types will use the same application format except the latter must also be supported by detailed plans, specifications and cost estimates.

STANDARD APPLICATION FORMAT

PROVINCE OF _____

DATE: _____

Executive Director
P D A P

SUBJECT: Reimbursement Agreement
No. EPDP ____-____-____

Dear Sir:

Transmitted herewith is our subject application for a reservation of funds in the Special Equipment Pool Development Account. The application includes Form PD-16 and the required attachments.

We would appreciate a prompt reply.

Yours truly,

Governor

(SUGGESTED LETTER OF TRANSMITTAL FOR FORM PD-16)

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

PROVINCE OF _____

DATE _____

REF: Reimbursement Agreement
No. EPDP-____-____-____

TO : Executive Director, PDAP

FROM : Provincial Governor

SUBJECT: Special Equipment Pool Development Account Reimbursement Agreement

The PROVINCE has completed its "Equipment Pool Development Plan" and is complying with existing PDAP/PROVINCE Agreements.

To further our infrastructure implementation capability the Provincial Board has appropriated the amount of ₱ _____ to be used for the following purpose:

Since this use is consistent with our overall Equipment Pool Development Plan, we are requesting a reservation of matching funds in the amount of ₱ _____ as the agreed fixed amount reimbursement for the above stated purpose. Enclosed herewith are two copies of referenced agreement that would formalize this reservation of funds.

We understand that initial funding will be provided by the PROVINCE and that the reimbursement will be made after the activity has been completed in agreed terms and conditions.

ATTACHMENTS:

1. Two copies of the standard agreement duly executed by the Governor.
2. Certification of the Provincial Engineer.
3. Resolution of the Provincial Board.
4. Certification of the Provincial Treasurer.
5. List of commodities or services to be acquired (omit if purpose is for spare parts and/or hand tools.)

OR

Plans, Specifications, Quality Control Plan and Cost Estimates.
(Construction Projects Only).

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and executed at Manila, Philippines on _____
_____, by and between:

The Provincial Development Assistance Project, represented
by the Executive Director, hereinafter referred to as PDAP, and

The PROVINCIAL GOVERNMENT OF _____,
represented by its Governor, hereinafter referred to as the PROVINCE.

W I T N E S S E T H

WHEREAS, the PROVINCE is participating in a PDAP Development
Program under which funds have been deposited in the Special Equipment
Pool Development Account for use by the PROVINCE;

WHEREAS, the PROVINCE has prepared an Equipment Pool Development
Plan including a Quality Control Laboratory Facility;

WHEREAS, the PROVINCE is eligible to receiving matching funds from
the Special Equipment Pool Development Account as reimbursement for
approved expenditures;

WHEREAS, the PROVINCE now desires to avail of these matching funds;
and

WHEREAS, PDAP agrees that the stated purpose conforms to terms and
conditions of existing PDAP/PROVINCE Agreements;

NOW, THEREFORE, for and in consideration of the foregoing, PDAP and
the PROVINCE agree as follows:

1. The PROVINCE has appropriated the amount of ₱ _____
to be utilized for the following purpose:
2. The PROVINCE will accomplish the stated purpose utilizing its
own funds.
3. When the stated purpose has been accomplished in accordance
with agreed terms and conditions PDAP will reimburse the
PROVINCE in the fixed amount of ₱ _____ except that for
non-construction purposes the reimbursement will not exceed
50% of the actual expenditures.
4. This agreement will automatically terminate upon payment of the
reimbursement or on 30 June of the fiscal year following the
date of this Agreement.

PROVINCIAL GOVERNMENT OF _____
BY:

Governor

Date

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT
BY:

Executive Director

Date

96

PROVINCE OF _____

C E R T I F I C A T I O N

Fund in the total amount of ₱ _____ are to
be made available for the following purpose:

I certify that the purpose of this proposed expenditure
conforms to the goals described in the Equipment Pool Development
Plan and Quality Control Annex.

Provincial Engineer

81

PROVINCE OF _____

RESOLUTION NO. _____

WHEREAS, the PROVINCE is participating in a PDAP Development Program under which funds have been deposited in the Special Equipment Pool Development Account for use by the PROVINCE;

WHEREAS, the PROVINCE has prepared an Equipment Pool Development Plan including a Quality Control Facility;

WHEREAS, the PROVINCE is eligible to receive matching funds from the Special Equipment Pool Development Account as reimbursement for approved expenditures;

WHEREAS, the PROVINCE now desires to avail of these matching funds;

NOW, THEREFORE, be it resolved:

1. Funds in the amount of ₱ _____ are hereby (have been) appropriated for (describe purpose).
2. The Governor is authorized to submit an application to PDAP for reimbursement in the maximum amount of ₱ _____ which funds may be transmitted to the PROVINCE after the stated purpose has been achieved.
3. Terms and conditions for reimbursement are expressed in the attached PDAP/PROVINCE Agreement which is deemed an integral part of this resolution.

C E R T I F I C A T I O N

I certify that the amount of ₦ _____ has been
appropriated by the Provincial Board for the following purpose:

These funds are identified as a line item appropriation
under account number _____.

Provincial Treasurer

Date

C A T E G O R Y I

PROCUREMENT OF COMMODITIES OR SERVICES

SPECIAL EQUIPMENT POOL DEVELOPMENT ACCOUNT

REIMBURSEMENT PROCEDURES

PROCUREMENT OF COMMODITIES OR SERVICES

1. The PROVINCE will identify the commodities or services that are required.
 - a. Spare parts and hand tools do not have to be identified in advance. All other planned commodity procurement must be specific.
 - b. Contractual services may apply to a specific unit or they may be of a general type.

This list will later be used as Attachment 5 of Form PD-16. Note this may be omitted if the purpose of the appropriation is to obtain spare parts and/or hand tools.

2. The Provincial Engineer will estimate the cost of acquisition of the commodity or service and certify that the purpose conforms to the Equipment Pool Development Plan. (Attachment 2 of Form PD-16).
3. Based on the estimate of the Engineer, the PROVINCE will prepare the standard agreement (Attachment No. 1).

- a. At the top right corner of the first page, insert the agreement number.

PROV - Insert the two digit Identification Number that PDAP has assigned to the PROVINCE (for example, Mindoro Oriental is 29).

FY - A two digit number to indicate the sequence number of the application being submitted during the fiscal year. Thus, for example, if Mindoro Oriental submitted its first Form PD-16 in November 1975, the agreement would be numbered:

EPDP-29-76-01

The first Form PD-16 in each fiscal year will be designated as Sequence No. 01. All subsequent submissions during the fiscal year will have consecutive sequence numbers.

- b. The amount and specific purpose of the appropriation should be typed in Section 1.
 - c. In Section 3 insert an amount that is not more than (it may be less) fifty percent (50%) of the appropriation figure in Section 1.
 - d. The Governor will sign both copies.
4. The Provincial Board will pass a resolution (Attachment 3 of Form PD-16) appropriating funds and authorizing the Governor to submit the reimbursement application (Form PD-16).
 5. The Provincial Treasurer will then certify to the availability of funds and identify the appropriation by account number. (Attachment 4 of Form PD-16).

6. The PROVINCE will subsequently prepare Form PD-16 making sure that the agreement number, appropriation figure and purpose are exactly the same as its attachment 1 (standard agreement).
7. The Form PD-16 and attachments will be transmitted to PDAP in a legal size file folder. The materials will be attached to the right hand side of the folder with the letter of transmittal on top and Form PD-16 with attachments in order underneath. (Later, correspondence concerning the agreement can be attached to the left side.)

The folder should have a 30-mm red strip along the tab of the folder. It should be labeled on the front to indicate:

- a. PROVINCE OF _____
- b. Match Fund Reimbursement Application.
- c. Agreement No. EPDP - ____ - ____ - ____
- d. Submitted _____ (Date)

The PROVINCE should retain a duplicate folder except containing only one copy of attachment No. 1 and bearing a blue strip in lieu of the red one on the PDAP Folder. (After the signed agreement is returned, it should be placed in the file to replace the unsigned duplicate.)

8. PDAP will review the application and make three determinations:
 - a. The purpose is consistent with the Equipment Pool Development Plan.
 - b. The cost estimate is reasonable.
 - c. Matching funds are available in the Special Equipment Pool Development Account.
9. Assuming a positive determination of the points in paragraph 8 above, PDAP will sign the two Reimbursement Agreements and return one to the PROVINCE. (See Annex I-A)
10. After the PROVINCE has expended its funds to accomplish the stated purpose, it may apply for reimbursement in accordance with the agreement. (See Annex I-B and attachments.)
11. PDAP will transmit a check to the PROVINCE in the full amount of the agreed reimbursement. The 50% reimbursement will be based on the actual expenditures identified by the Treasurer in the attachment Annex I-B except that such reimbursement cannot exceed the amount specified in Section 3 of the PDAP/PROVINCE agreement. (See Annex I-C).
12. In the case of commodity procurement, the PROVINCE may apply for a lesser reimbursement upon the automatic termination of the agreement provided at least 75% of the local appropriation have been expended for the agreed purpose.

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

TO : Governor _____
Province of _____

FROM : Executive Director, PDAP

SUBJECT: Special Equipment Pool Development Account
Agreement No. EPDP-____-____-____

Enclosed is a signed copy of subject agreement. You may apply for the reimbursement after having accomplished the purposes stated in the agreement.

PROVINCE OF _____

DATE: _____

REFERENCE:

AGREEMENT EPDP-____-____-____

TO : PDAP

FROM : Governor _____

SUBJECT: Special Equipment Pool Development Account
Reimbursement Request

The activities planned under referenced agreement have been completed at a total cost of ₱_____. In accordance with terms of referenced agreement we herewith apply for a reimbursement in the amount of ₱_____ to be charged against our deposits in the Special Equipment Pool Development Account.

Enclosures:

- (a) Certification of Provincial Treasurer
- (b) List of Cancelled Checks

ANNEX I-B

11

PROVINCE OF _____

C E R T I F I C A T I O N

REFERENCE:

AGREEMENT NO. EPDP-____-____-____

I certify that the total amount of P _____ was
expended for the purposes described in referenced agreement as
supported by the attached list of payments.

PROVINCIAL TREASURER

DATE

ANNEX I-B

Enclosure (a)

PROVINCE OF _____

AGREEMENT NO. EPDP- ____ - ____ - ____

LIST OF EXPENDITURES

CHECK NO.	DATE	PAYEE-PURPOSE	AMOUNT
-----------	------	---------------	--------

A (SUB) TOTAL OF _____ ENTRIES IN THE AMOUNT OF P _____

Page ____ of ____.

ANNEX I-B

Enclosure (b)

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

TO : Governor _____
Province of _____

FROM : Executive Director, PDAP

SUBJECT: Special Equipment Pool Development Account
Reimbursement Payment

REF : Agreement No. EPDP-____-____-____

Enclosed is check no. _____ dated _____
in the amount of ₱ _____ which represents the agreed
reimbursement under terms of referenced agreement.

Please acknowledge receipt of this check so we can close our
files on this matter.

ANNEX I-C

CATEGORY II

CONSTRUCTION OF EQUIPMENT POOL FACILITIES

SPECIAL EQUIPMENT POOL DEVELOPMENT ACCOUNT

REIMBURSEMENT PROCEDURES

CONSTRUCTION OF EQUIPMENT POOL FACILITIES

1. The Provincial Board will pass a resolution indicating its intention to proceed with the construction of selected portion of the equipment pool development plan (see model resolution - Annex II-A). A copy of this resolution will be transmitted to PDAP.
2. The PROVINCE will prepared plan, specifications, cost estimates and a quality control plan covering the portion of the equipment pool development plan that is proposed for construction with a matching fund reimbursement. The cost summary must be in the format indicated in Annex II-B and the quality control plan in the format indicated in the Annex II-C. (These materials will become Attachment 5 to Form PD-16 which is the application for the reservation of funds.)
3. The PROVINCE will notify PDAP by letter or telegram when the plans, specifications, cost estimates and a quality control plan are ready for review.
4. PDAP will send a representative to the PROVINCE to review specifications, plans, cost estimates and a quality control plan. After reaching agreement, the agreed estimate column and the required appropriation column of the summary cost form (Annex II-B) will be completed. The form will then be signed by the PDAP and the PROVINCE representatives. At the same time, the PDAP representative and the Provincial Engineer will complete in duplicate a certificate (Annex II-D) indicating that plans and specifications conform with the Equipment Pool Development Plan and the cost estimate and quality control plan are reasonable.
5. The PROVINCE will then prepare the standard agreement (Attachment No. 1 to Form PD-16).
 - a. At the top right corner of the first page, insert the agreement number.

PROV - Insert the two digit Identification Number that PDAP has assigned to the PROVINCE (for example, Mindoro Oriental is 29).

FY - A two digit number to indicate the current fiscal year.

SEQ - A two digit number to indicate the sequence number of the application being submitted during the fiscal year. Thus, for example, if Mindoro Oriental submitted its first Form PD-16 in November 1975, the agreement would be numbered:

EPDP-29-76-01

The first Form PD-16 in each fiscal year will be designated as Sequence No. 01. All subsequent submissions during the fiscal year will have consecutive sequence numbers.

- b. The amount and specific purpose of the appropriation should be typed in Section 1.
 - c. In Section 3 insert an amount that is not more than (it may be less) fifty percent (50%) of the appropriation figure in Section 1.
 - d. The Governor will sign both copies.
6. The Provincial Board will pass a resolution (see model resolution - Attachment 3 to Form PD-16) appropriating funds to cover the total project cost and authorizing the Governor to submit the reimbursement application (Form PD-16) requesting an amount equal to 50% of the agreed direct cost estimate of the project.
 7. The PROVINCE will subsequently prepare Form PD-16 and Attachments 2 and 4, making sure that the agreement number, appropriation figure and purpose are exactly the same as in Attachment 1 (standard agreement).

8. The above materials will be transmitted to PDAP in two legal size file folders. Each folder will have a 30 mm red strip along the top side of the folder.

FOLDER NO. 1

LEFT SIDE

- a. Letter of Transmittal TOP
b. Form PD-16

NOTE: During construction period, correspondence concerning project should be filed in this folder on top of letter of transmittal.

RIGHT SIDE

- a. Two copies Std. Agreement
b. Certification, Prov Engineer
c. Resolution, Prov Board
d. Certification, Provincial Treasurer

FOLDER NO. 2

LEFT SIDE

- a. Quality Control Plan TOP
(See Annex II-C)

NOTE: During construction period, file progress inspection reports should be filed in this folder on top of QC plan.

RIGHT SIDE

- a. PDAP Rep Certification
(See Annex II-D)
b. Cost Summary (Annex II-B)
c. Cost Details
d. Specifications
e. Working drawings

Each folder should be labeled on the front to indicate:

- a. Province of _____
b. Matching Fund Reimbursement Application
c. Agreement No. EPDP-____-____-____
d. Folder Number _____ (1 or 2)
e. Date submitted _____

The PROVINCE should prepare and retain a duplicate sets of folders for its records. The duplicate folders should have a blue strip in lieu of the red strip on the PDAP folders.

9. PDAP will review the PROVINCE submission. When satisfied that the application meets all requirements, PDAP will execute both of the

reimbursement agreements and return one to the PROVINCE with a letter of transmittal indicating the application for the reservation of matching fund has been approved (see Annex II-E).

10. The PROVINCE, using its fund, will construct the project in accordance with agreed plans and specifications. THE PROVINCE MUST PROMPTLY NOTIFY PDAP WHEN CONSTRUCTION IS INITIATED. NO REIMBURSEMENTS ARE AUTHORIZED FOR CONSTRUCTION PERFORMED PRIOR TO SUCH NOTIFICATION.
11. Quality Control during construction is solely the responsibility of the PROVINCE. However, PDAP reserves the right to monitor the construction as necessary to be satisfied that the completed project complied with the agreed plans and specifications.
12. When completed, the PROVINCE will advise PDAP that the project is ready for final inspection. This notice will include a certification by the Provincial Engineer that the project is in substantial compliance with the agreed plans and specifications. (See Annex II-F).
13. After the PDAP representative has completed a satisfactory final inspection, he and the Provincial Engineer will prepare a certification in duplicate copies indicating the project is in substantial compliance with the agreed plans and specifications (see Annex II-G). One copy of the certification will be provided to the PROVINCE and the other one will be transmitted to PDAP to be placed in the project file.
14. After receiving the approved final inspection report, PDAP will promptly prepare a check in the amount of the agreed fixed reimbursement and will transmit it to the PROVINCE or to the payee designated by the PROVINCE. (See Annex II-H).

PROVINCE OF _____

RESOLUTION NO. _____

WHEREAS, the PROVINCE needs to develop an infrastructure implementation capability in order to become a full partner with the National Government in achieving the goals of the new society;

WHEREAS, the PROVINCE has prepared an Equipment Pool Development Plan which identifies the facilities, equipment and courses of action required to attain this capability;

WHEREAS, construction of the required facilities require a large capital investment which the PROVINCE is unable to fully fund the current revenues;

WHEREAS, the PROVINCE does have the financial capability to finance a portion of the facility from current revenues;

WHEREAS, the PROVINCE has funds on deposit with PDAP in the Special Equipment Pool Development Account which can be used for this same purpose;

NOW, THEREFORE, be it resolved:

1. The PROVINCE acknowledges its intention to submit an application to PDAP for a reservation of funds in the Special Equipment Pool Development Account in the amount of approximately ₱_____ for the purpose of constructing an additional phase of the Equipment Pool Development Plan.
2. The reservation of funds covers a reimbursement that represents fifty percent (50%) of the anticipated direct cost of the planned addition to the existing facility.
3. The total cost of the facility addition will be initially financed by local funds.
4. A copy of this resolution will be furnished to PDAP.

ANNEX II-A

A-73

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PROVINCE OF _____
 PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT
 CONSTRUCTION OF EQUIPMENT POOL FACILITIES
 AGREEMENT NO. EPDP-____-____-____

	<u>DIRECT COST</u>		<u>REQUIRED APPROPRIATION</u>
	<u>PEO ESTIMATE</u>	<u>AGREED ESTIMATE</u>	
Direct Labor	P _____	P _____	P
Commodities	P _____	P _____	P
POL	P _____	P _____	P
SUBTOTAL	P _____	P _____	
	<u>OVERHEAD</u>		
Administration	P _____		x x x x x
Equipment Maintenance	P _____		x x x x x
Land	P _____		P
Other *	P _____		P
Contingencies	P _____		P
SUBTOTAL	P _____		
TOTAL PROJECT COST	P _____	REQUIRED BUDGET APPROPRIATION	<div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center; justify-content: center;">P</div>

The above AGREED ESTIMATE in the amount of P _____ represents a figure jointly approved by the undersigned. The reimbursement agreement should be in an amount that does not exceed 50% of this figure.

For Province:

 Date

For PDAP:

 Date

* Indicate Details on Reverse Side of Form.

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C E R T I F I C A T I O N

REF:

PROVINCE OF _____

CONSTRUCTION OF EQUIPMENT POOL FACILITIES

AGREEMENT NO. EPDP-____-____-____

On this date I have reviewed the attached plans, specifications, quality control procedures and cost estimates for this phase of the Provincial Equipment Pool Development Plan as indicated by my initials on each document. I certify to the following:

- (1) The plans and specifications conform to the Equipment Pool Development Plan.
- (2) Plans and specifications meet adequate engineering standards.
- (3) The Quality Control Plan is adequate.
- (4) The direct cost estimate of ₱ _____ is reasonable.
- (5) The fixed amount reimbursement in referenced agreement should not exceed ₱ (50% of figure in 4 above).

PDAP Representative

Date

CONCUR:

PROVINCIAL ENGINEER

DATE

(This certification to be prepared in duplicate and retained by PROVINCE to submit as part of formal application for the reservation of funds.)

ANNEX II-D

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PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT
Office of the President
Malacanang Annex
Malacanang, Manila

DATE _____

TO : Governor _____
Province of _____

FROM : Executive Director, PDAP

SUBJECT: Construction of Equipment Pool Facilities
AGREEMENT NO. EPDP-_____-_____-_____

REF : Special Equipment Pool Development Account

Your subject fund reservation application has been approved in the amount of ₱_____. Enclosed is an executed copy of the official agreement.

The proceeds from referenced account will be transmitted to the PROVINCE after the project has been completed in accordance with agreed plans and specifications as verified by our final inspection.

We urge you to carefully follow the agreed quality control procedures to assure the prompt receipt of the agreed reimbursement amount. There can be no adjusted reimbursement amount to offset deviations from the agreed plans and specifications.

Please advise this office promptly when construction is about to be initiated.

In all correspondence concerning this project, please reference the subject Agreement Number.

Enclosure

ANNEX II-E

A-77

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PROVINCE OF _____

DATE: _____

TO : PDAP

FROM : Provincial Engineer

SUBJECT: Completion of Project

REF : AGREEMENT NO. EPDP-____-____-____

Work of the equipment pool project authorized in referenced agreement has been completed. I have inspected said project and certify that the work complies with the approved plans and specifications. Therefore I request that you advise us of the date your representative is available to conduct the final inspection.

cc: Provincial Governor
Project File

ANNEX II-F

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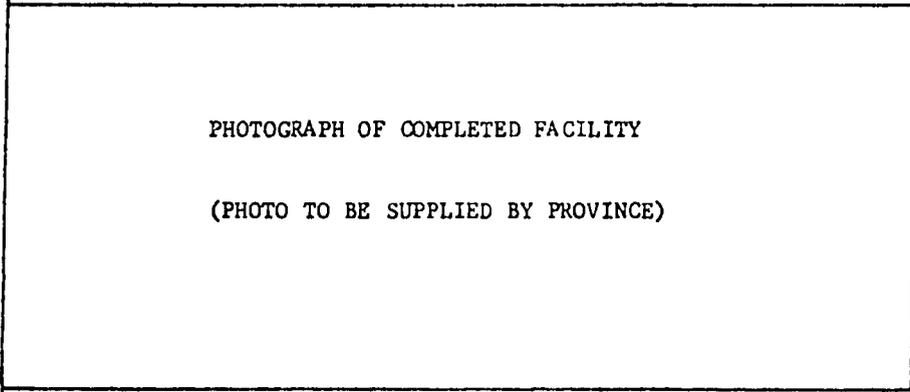
F I N A L I N S P E C T I O N

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

DATE:

REF: PROVINCE OF _____

AGREEMENT NO. EPDP-____-____-____



On this date, we the undersigned, have inspected the equipment pool project authorized under referenced agreement and found that all work has been performed in substantial compliance with the project plans and specifications, copies of which are on file with PDAP.

For the PROVINCE:

For PDAP:

CONCUR:

PROVINCIAL AUDITOR

DATE

cc: PDAP Project File
Province Project File

F I N A L I N S P E C T I O N

ANNEX II-G

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

TO : Governor _____
Province of _____

FROM : Executive Director, PDAP

SUBJECT: Construction of Equipment Pool Facilities
AGREEMENT NO. EPDP-____-____-____

Our final inspection indicates the PROVINCE has completed all requirements under subject agreement and that construction has been substantially in accordance with agreed plans and specifications. Accordingly, we are enclosing Check No. _____ in the amount of ₱ _____ which represents the reimbursement due the PROVINCE. Please acknowledge receipt of the check.

ANNEX II-H

ATTACHMENT L

FY 76 SCHEDULE OF PDAP SPONSORED TRAINING PROGRAMS

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT
TRAINING PROGRAM SCHEDULE
FY 76

(TENTATIVE)

July-November 75	Package Training Programs for FY 76 Provinces
August 75	PDAP Evaluation Conference
August 75	Training in Road Network Development Planning
September 75	Municipal Capital Improvement Program (MCIP) Refresher Course
September 75	MCIP Training Course
September 75	Training in Tax Records Management
September 75	Training in Tax Map Construction
October 75	Training in Equipment Pool Management
November 75	Training in Preparation of Socio-Economic Profiles
November-December 75	Quality Control Training (BPH)
November & December 75 and January 76	Training in Provincial Comprehensive Planning (3 sessions)
January 76	CIP Refresher Training
January 76	Training in Mass Appraisal Methods
January 76	Special Infrastructure Training Conference
January 76	Training in Rural Roads Administrative Procedures
January-April 76	Special Course for Provincial Development Coordinators (University of Connecticut)
February 76	Training in Feasibility Studies (Rural Roads)
February 76	Training in Engineering Management
March 76	AIP Refresher Training
March 76	Training in Tax Collection
March 76	PDC Seminar on Planning Conference
March 76	Training in Small Scale Industries
April 76	PDAP Planning Conference
April 76	Provincial Budget Refresher Training
April 76	Rural Roads Finance Training
May 76	Training in Standard Files and Reports
15 May - June 76	No Training During Budget Preparation Period
July 76	Training in Tax Information and Education
July & August 76	Socio-Economic Profile Refresher Training

ATTACHMENT M

PDAP/PROVINCE SUPPLEMENTAL EQUIPMENT POOL AGREEMENT

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, cited as the "Supplemental Equipment Acquisition Agreement" and executed at the City of Manila, Philippines, this ____ day of _____ 197__ by and between:

The Provincial Development Assistance Project (PDAP), represented in this Agreement by the Executive Director, duly authorized, hereinafter referred to as PDAP and

The Provincial Government of _____ with offices at _____, _____, represented in this Agreement by its Governor, duly authorized, hereinafter referred to as the PROVINCE.

W I T N E S S E T H

WHEREAS, the PROVINCE has a current "Basic Agreement" with PDAP;

WHEREAS, the PROVINCE has a current "Equipment Pool Agreement" with PDAP;

WHEREAS, the PROVINCE is implementing an infrastructure development program for the social and economic benefit of its residences;

WHEREAS, the PROVINCE requires additional construction equipment to accelerate its infrastructure development program;

WHEREAS, PDAP is unable to provide additional equipment to the PROVINCE because of the limitation of project funds to cover the cost of moving excess property to the Philippines;

WHEREAS, the PROVINCE is willing to assume the out of country transportation cost (PCH & T) if PDAP will acquire additional equipment;

WHEREAS, the Government of the Philippines, and USAID have entered into an agreement that permits the conversion of pesos to dollars to cover the PCH & T cost;

NOW, THEREFORE, for and in consideration of the foregoing, PDAP and the PROVINCE have agreed as follows:

1. Except as otherwise noted herein all terms and conditions of the "Equipment Pool Agreement" will apply to any equipment provided under this "Supplemental Equipment Acquisition Agreement".
2. The cost of equipment as described in Annex B of the "Equipment Pool Agreement" will be increased by 15% (total 50% OAC) for equipment provided under this agreement. The extra 15% OAC will be deposited in the revolving fund to cover transfer to the PEAP/USAID Trust Funds (for PCH & T charges).
3. This Agreement may be terminated by either party within 30 days after written notice is provided to the other, but will automatically terminate upon termination of the "Equipment Pool Agreement". Either method of termination is specifically subject to the exception in paragraph 20 of the "Equipment Pool Agreement".

IN WITNESS WHEREOF, the parties have hereto affixed their signatures at the place and on the date first above written.

PROVINCIAL DEVELOPMENT
ASSISTANCE PROJECT

BY:

Executive Director, Provincial
Development Assistance Project

PROVINCE OF _____

BY:

Provincial Governor

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ATTACHMENT N

DLGCD/PDAP MEMORANDUM OF AGREEMENT

MEMORANDUM OF UNDERSTANDING

Acquisition, Rehabilitation, and Use of U.S. Excess Equipment by Local Governments not covered by PDAP. (As used herein, "Local Governments" means PROVINCES and CITIES only.)

1. This Memorandum of Understanding is entered into between the Provincial Development Assistance Project (PDAP) represented by the Executive Director and the Department of Local Governments and Community Development represented by the Secretary.
2. The purpose of this Agreement is to define the responsibilities of the above mentioned agencies in acquisition, rehabilitation and control of U.S. excess property to be used by Local Governments not covered by PDAP.
3. The parties to this Agreement recognize that in order to more adequately meet the development goals established by local governments under the New Society that greater planning and organizing for development are required by the Local Governments. To meet this need, the above agencies enter into this Agreement in order to make available to local governments excess property to be used in the construction of farm to market roads and other public works programs that directly support increased agricultural production.

Therefore PDAP agrees:

1. To acquire from USAID available excess property as needed by the local governments and supported by the local government's capital improvement program (CIP), and equipment pool development plan.
2. To arrange for the rehabilitation of said equipment prior to distribution to the local government.
3. To arrange for the transportation from Manila to the local governments.
4. To accept and utilize in accordance with this and related agreements Local Government deposits in an amount in pesos equal to 50% of the original acquisition cost of each unit of equipment that they receive under this program.

DLGCD agrees:

1. Assist the Local Governments in the preparation of:
 - A. Capital Improvement Program
 - B. Equipment Pool Development Plan
 - C. Quality Control Facility Development Plan
 - D. Road Network Development Plan
 - E. Action Budget
2. To assist the Local Governments in the preparation of a list of needed equipment and to pass this information to PDAP.
3. Monitor performance of provinces to assure compliance with the DLGCD/Local Government Equipment Pool Agreement.
4. Assist PDAP in the allocation of equipment to the Local Governments.
5. Assume responsibility for collection of deposits required for each unit of equipment delivered to a local government under this agreement.
6. Provide PDAP with a regular monthly report indicating the deadline rate of all participating Local Governments.
7. Monitor the Local Governments budget to insure that proper funds are set aside for the maintenance of equipment and the implementation of infrastructure projects.
8. In a timely manner, inform PDAP in writing if a Local Government becomes ineligible or is suspended from participation in the program.

The terms of this Memorandum of Understanding may be amended in writing by the mutual agreement of both parties.

DEPARTMENT OF LOCAL GOVERNMENT AND COMMUNITY DEVELOPMENT

BY:

Secretary

Date

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

BY:

Executive Director

Date

ATTACHMENT O

DLGCD/PROVINCE EQUIPMENT POOL AGREEMENT

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, cited as the "DLGCD/Local Government Equipment Pool Agreement", made and executed at the City of Manila, Philippines, this _____ day of _____ 197__ by and between the Department of Local Government and Community Development, represented in this agreement the Secretary, duly authorized, hereinafter referred to as DLGCD and the _____ Government _____, with offices at _____, _____, represented in this Agreement by its Chief Executive duly authorized, hereinafter referred to as the LOCAL GOVERNMENT.

W I T N E S S E T H

WHEREAS, pursuant to the provisions of Section 607 of the U.S. Foreign Assistance Act of 1961, as amended, the American Government, through the Agency for International Development in the Philippines, hereinafter referred to as USAID, has made available to the Philippine Government, U.S. Excess Property to assist in the accomplishment of the objectives of the Foreign Assistance Act and the Economic and Technical Cooperation Agreement between the Government of the United States of America and the Government of the Philippines;

WHEREAS, the Local Government has agreed to prepare an Equipment Pool Development Plan in accordance with the format prescribed by DLGCD and to initiate implementation of same during FY 76;

WHEREAS, the Local Government has agreed to prepare a Quality Control Facility Development Plan in accordance with DLGCD standard and agrees to implement same within a period of not more than 12 months from date of this Agreement;

WHEREAS, the Local Government has agreed to prepare a Road Network Development Plan in accordance with the format prescribed by DLGCD and to complete same within a period of 12 months from date of this Agreement;

WHEREAS, the Local Government has agreed to annually prepare a Capital Improvement Program (CIP) which includes public work type projects that will contribute to the economic development of the locality;

WHEREAS, the Local Government has agreed to annually prepare a Provincial Budget in accordance with the format approved by Department of Finance.

WHEREAS, the Local Government requires additional construction equipment to implement development projects planned in the CIP and funded in the Provincial Budget;

WHEREAS, items of heavy equipment may be procured from the U.S. Excess Property sources; and

WHEREAS, the Government of the Philippines, and USAID have entered into an agreement for the procurement of said equipment for the Local Government;

NOW, THEREFORE, for and in consideration of the foregoing, DLCCD and the LOCAL GOVERNMENT have agreed as follows:

1. Equipment will be provided to the Local Government from worldwide excess property sources of USAID in accordance with terms and conditions specified in attached Appendix 1, which is deemed an integral part of this Agreement.
2. Equipment provided to the Local Government will be based on requirements specified in the Equipment Pool Development Plan and/or the current Capital Improvement Program of the Local Government.
3. Equipment will not be provided to the Local Government in the absence of a current Capital Improvement Program and a current Provincial Budget.
4. The Local Government shall provide funds, repair facilities and personnel to maintain in operating condition all equipment that is received under this Agreement.
5. The Local Government shall provide funds for operational expenses required to utilize equipment received under this agreement for the purpose for which such equipment was acquired as indicated in the development plans of the province.

6. Funds deposited in the Special Equipment Pool Development Account, as provided in Appendix 1, may be withdrawn for use in implementing the Equipment Pool Development Plan and/or the Quality Control Facility Development Plan of the Local Government, provided:
 - a. All requests are submitted on standard forms provided by DLGCD.
 - b. Local funds are appropriated to initially fund the full cost of the activity.
 - c. DLGCD concurs that the designated use properly relates to implementation of the Equipment Pool Development Plan and/or the Quality Control Facility Development Plan.
7. The Local Government agrees to submit to DLGCD within 30 days after the end of each fiscal year, an annual report on the use of the equipment received and the capital and maintenance projects that were accomplished with it. Failure to submit the report within 120 days after the end of the fiscal year will be a bar to any further equipment releases to the LOCAL GOVERNMENT.
8. The Local Government agrees to submit "End Use Reports" for each piece of equipment within 30 days after it is received and to submit subsequent "End Use Reports" every six months for three years on each piece of equipment acquired under provisions of Annex A.
9. The Local Government agrees that representatives of DLGCD, PDAP, and/or USAID shall have the right to examine the equipment received under this Agreement and to inspect any accounts or records concerning the use made of such property until the last required end use report has been filed but in no case longer than three years after physical receipt of said property, and to direct appropriate disposition of property not being used for the purpose specified herein.
10. For a period of three years after physical receipt of equipment covered by the government, the Local Government agrees not to transfer, export or otherwise dispose of such equipment without the prior approval of DLGCD, PDAP and USAID.

11. If within the period of three years mentioned above, DLGCD, PDAP and USAID determine that the equipment covered by this Agreement is being utilized for some other purposes than are specified in this Agreement, the Local Government agrees that DLGCD, PDAP and USAID may direct the disposal (by sale if necessary) of such equipment and the Local Government agrees to conduct such sale under such conditions, including purchaser eligibility, specified by DLGCD, PDAP and USAID.
12. In the event that the sale of any equipment is directed by DLGCD, PDAP and USAID as provided in this Agreement, the proceeds of such sale shall be deposited into a Special Account in the Central Bank of the Philippines, and used only for such developmental purposes as may be agreed upon between PDAP and USAID.
13. DLGCD, PDAP and USAID make no warranty as to the condition or as to suitability for proper use of the equipment furnished under this Agreement.
14. Provisions in paragraph 11 notwithstanding, the Local Government may at any time dispose of equipment acquired under this Agreement, if it is economically impractical to maintain such equipment in an operating condition, provided DLGCD, PDAP and USAID give their prior written approval. Any proceeds that may be derived under this section shall accrue to the Local Government.
15. The Local Government will submit a monthly Equipment Inventory and Deadline Report in a format prescribed by DLGCD.
16. Except for a specific waiver granted by DLGCD, equipment will not be delivered to the Local Government if the deadline rate in the provincial equipment pool exceeds 25% for a 30-day period or is greater than 35% at any given time. Once suspended from participation in this program because of an excessive deadline rate, a Local Government is not eligible for reinstatement until the deadline rate has been reduced to the acceptable level and a period of three months has elapsed. After a second suspension,

a Local Government is ineligible to receive additional equipment for a period of one year. A third suspension will bar the Local Government from further participation in the program.

- 17. This Agreement may be terminated by either party within 30 days after written notice is provided to the other, but will automatically terminate on 31 July 1976, except that upon termination for any cause provisions of sections 5, 6, 8, 9, 10, 11, 12 and 13 are binding on the Local Government until such time as the Local Government has fulfilled all obligations under Section 9 of this Agreement.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures at the place and on the date first above written.

DEPARTMENT OF LOCAL GOVERNMENT
AND COMMUNITY DEVELOPMENT

BY:

Secretary

_____ of _____

BY:

12/91

REHABILITATED EQUIPMENT

1. Based on information in the Province Equipment Pool Development Plan and/or the Capital Improvement Program, the LOCAL GOVERNMENT AND DLGCD will prepare an equipment requirements list.
2. Utilizing the information in the equipment requirements list, PDAP will attempt to locate the units of equipment required by the LOCAL GOVERNMENT.
3. When an item of equipment has been located, PDAP acting for DLGCD will advise the LOCAL GOVERNMENT of the availability of such unit. Upon acceptance of the offer, the LOCAL GOVERNMENT will deposit with PDAP an amount in pesos equal to 50% of the Original Acquisition Cost (OAC) of the unit being acquired. Of this amount, 40% OAC will be placed in the Equipment Revolving Fund to cover PCH & T, rehabilitation of the equipment and in-country transportation. The remaining 10% OAC will be placed in a special Equipment Pool Development account in trust for the LOCAL GOVERNMENT.
4. After acceptance of the offered unit by the LOCAL GOVERNMENT, PDAP will cause a procurement order to be issued by USAID. If for any reason, the order cannot be filled, then the deposit of 50% OAC will be returned to the LOCAL GOVERNMENT.
5. After a purchase order has been issued by USAID, the LOCAL GOVERNMENT cannot cancel its acceptance of the equipment except with the specific concurrence of both PDAP and USAID.
6. When the equipment is available for delivery to the LOCAL GOVERNMENT, PDAP acting for DLGCD will at its discretion, arrange transportation to the port nearest the equipment pool of the LOCAL GOVERNMENT or where applicable will arrange surface transportation to the equipment pool of the LOCAL GOVERNMENT.
7. Ownership of the equipment shall be vested with USAID when the equipment is shipped by AID (Logistics Service Branch) or USAID. Title passes upon delivery to the consignee and the LOCAL GOVERNMENT shall thereafter assume all responsibilities incident to ownership of such property, including but not limited to, all risks of loss of or damage to the property and all damages caused by the property.

ATTACHMENT P

IDENTIFICATION NUMBERS OF PROVINCES AND CITIES

PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

I. D. NUMBERS FOR PROVINCES

<u>I.D. NO.</u>	<u>NAME</u>	<u>I.D. NO.</u>	<u>NAME</u>
01.	Batanes (02-01) *	37.	Samar Oriental (08-03)
02.	Cagayan (02-02)	38.	Aklan (06-01)
03.	Ilocos Norte (01-03)	39.	Capiz (06-03)
04.	Abra (01-01)	40.	Antique (06-02)
05.	Kalinga-Apayao (02-05)	41.	Iloilo (06-04)
06.	Mountain (01-06)	42.	Negros Occidental (06-05)
07.	Ilocos Sur (01-06)	43.	Cebu (07-02)
08.	La Union (01-05)	44.	Leyte (08-01)
09.	Benguet (01-02)	45.	Southern Leyte (08-02)
10.	Ifugao (02-03)	46.	Negros Oriental (07-03)
11.	Isabela (02-04)	47.	Bohol (07-01)
12.	Nueva Viscaya (02-06)	48.	Surigao del Norte (10-09)
13.	Pangasinan (01-07)	49.	Camiguin (10-04)
14.	Nueva Ecija (03-03)	50.	Zamboanga del Norte (09-02)
15.	Quezon (04-08)	51.	Misamis Occidental (10-07)
16.	Zambales (03-07)	52.	Misamis Oriental (10-08)
17.	Tarlac (03-06)	53.	Agusan del Norte (10-01)
18.	Bataan (03-01)	54.	Agusan del Sur (10-02)
19.	Pampanga (03-04)	55.	Surigao del Sur (10-10)
20.	Bulacan (03-02)	56.	Zamboanga del Sur (09-03)
21.	Rizal (04-09)	57.	Lanao del Norte (10-05)
22.	Cavite (04-02)	58.	Lanao del Sur (10-06)
23.	Laguna (04-03)	59.	Bukidnon (10-03)
24.	Batangas (04-01)	60.	North Cotabato (11-01)
25.	Camarines Norte (05-02)	61.	Cotabato del Sur (11-02)
26.	Camarines Sur (05-03)	62.	Davao del Sur (11-04)
27.	Catanduanes (05-04)	63.	Davao del Norte (11-03)
28.	Mindoro Occidental (04-05)	64.	Davao Oriental (11-05)
29.	Mindoro Oriental (04-06)	65.	Sulu (09-01)
30.	Marinduque (04-04)	66.	Palawan (04-07)
31.	Albay (05-01)	67.	Quirino
32.	Sorsogon (05-06)	68.	Siquijor
33.	Romblon (04-10)	69.	Tawi-Tawi (09-04)
34.	Masbate (05-05)	70.	Maguindanao (11-06)
35.	Samar del Norte (08-04)	71.	Sultan Kudarat (11-07)
36.	Samar Occidental (08-05)	72.	Basilan

* The figure in parenthesis is the Rurban Code of the Province. (i.e., the identification number used by the National Computer Center.)

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PROVINCIAL DEVELOPMENT ASSISTANCE PROJECT

I.D. NUMBERS FOR CITIES

<u>RURBAN CODE</u>	<u>CITY</u>	<u>PDAP I.D. NO.*</u>
04-09-83	MANILA	AA
01-02-81	BAGUIO	AB
01-03-80	LAGOAG CITY	AC
01-07-81	DAGUPAN CITY	AD
01-07-82	SAN CARLOS (PANGASINAN)	AE
03-03-80	PALAYAN	AF
03-03-81	CABANATUAN	AG
03-03-82	SAN JOSE	AH
03-04-81	ANGELES	AI
03-07-81	OLONGAPO	AJ
04-01-80	BATANGAS	AK
04-01-81	LIPA	AL
04-02-81	CAVITE CITY	AM
04-02-82	TAGAYTAY	AN
04-02-80	TRECE MARTIRES	AO
04-03-81	SAN PABLO	AP
04-07-80	PUERTO PRINCESA	AQ
04-08-80	LUCENA CITY	AR
04-09-81	CALOCAN CITY	AS
04-09-82	PASAY CITY	AT
04-09-99	QUEZON CITY	AU
05-01-80	LEGASPI	AV
05-03-81	IRIGA CITY	AW
05-03-82	NAGA CITY	AX
06-03-80	ROXAS CITY	AY
06-04-80	ILOILO	AZ
06-05-80	BACOLOD	BA
06-05-81	BAGO CITY	BB
06-05-82	LA CARLOTA	BC
06-05-83	CADIZ	BD
06-05-84	SAN CARLOS (NEGROS OCC.)	BE
06-05-85	SILAY	BF
07-01-80	TAGBILARAN	BG
07-02-80	CEBU	BH
07-02-81	DANAO	BI
07-02-82	LAPU-LAPU	BJ
07-02-83	MANDAUE	BK
07-02-84	TOLEDA	BL
07-03-80	DUMAGUETE	BM
07-03-81	BAIS	BN
07-03-82	CANLAON	BO
08-01-80	TACLOBAN	BP
08-01-81	ORMOC	BQ
08-05-81	CALBAYOG	BR
09-02-80	DIPOLOG	BS
09-02-81	DAPITAN	BT
09-03-80	PAGADIAN	BU
09-03-81	BASILAN	BV
10-09-80	SURIGAO	BW
09-03-82	ZAMBOANGA	BX
10-01-80	BUTUAN	BY
10-05-80	ILIGAN	BZ
10-06-80	NARAWI	CA
10-07-80	OROQUIETA	CB
10-07-81	OZAMIS	CC
10-07-82	TANGUB	CD
10-08-80	CAGAYAN DE ORO	CE
10-08-81	GINOOG	CF
11-01-81	COTABATO	CG
11-02-81	GENERAL SANTOS	CH
11-04-81	DAVAO	CI

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