



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-246

Series of 2023

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor
On Leave

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:
CRISTINA R. MALAWIG
Supervising Administrative Officer

Certified by:
HON. ROWENA BAUTISTA-MENIOLA
City Vice Mayor

Noted by:
HON. STRIKE B. REVILLA
City Mayor

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) FIELD OFFICE REGION IV-A REGARDING THE ACCOMMODATION OF THE PREPOSITIONED RELIEF GOODS AT THE DESIGNATED RELIEF WAREHOUSING FACILITY OF THE CITY SOCIAL WELFARE AND DEVELOPMENT OFFICE OF THE CITY GOVERNMENT OF BACOR, CAVITE.

Sponsored by:

Hon. Adrielito G. Gawaran

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Victorio L. Guerrero, Jr., Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis, and Hon. Levy M. Tela.

WHEREAS, the Department of Social Welfare and Development (DSWD) through its Field Office is mandated to provide technical and relief augmentation assistance to local government units whose capabilities are insufficient to address the various challenges caused by calamities.

WHEREAS, the City Government of Bacoor through its City Social Welfare and Development Office (CSWDO) designated a Relief Warehousing Facility to take in the prepositioned relief goods provided by the DSWD to be used during disasters by the City Government.

WHEREAS, the Office of the City Mayor submitted a draft Memorandum of Agreement (MOA) between the DSWD and the City Government regarding the accommodation by the former of relief goods prepositioned by the said national agency at the Relief Warehousing Facility mentioned above for review and consideration by the Sangguniang Panlungsod together with a request for the authority to sign the same. The said MOA shall be deemed an integral part of this resolution.

NOW, THEREFORE, BE IT RESOLVED AS IT IS HEREBY RESOLVED, by the Sangguniang Panlungsod of Bacoor, Province of Cavite, upon motion of Hon. Adrielito G. Gawaran duly seconded by rest of the Council in regular session duly assembled, to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement for and on behalf of the



Office of the Sangguniang Panlungsod

City Government of Bacoor with the DSWD Field Office for Region IV-A regarding the accommodation of the prepositioned relief goods at the designated relief warehousing facility of the City Social Welfare and Development Office of the City Government of Bacoor.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the DSWD Field Office IV-A, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government offices and agencies concerned with copies of this Resolution.

UNANIMOUSLY APPROVED this 2nd day of May 2023 at the City of Bacoor during its regular session of the 5th Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the contents of the foregoing Resolution are true and correct.

Certified by:


HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/ Presiding Officer

Attested by:


MS. CRISTINA R. MALAWIG
Supervising Administrative Officer

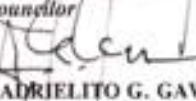
Noted by:

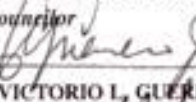

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City Mayor


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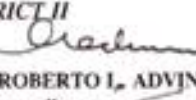

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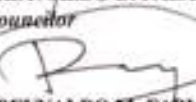

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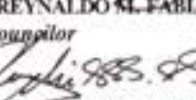

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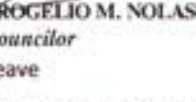
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City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

RELIEF PREPOSITIONING AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This agreement made and entered into this _____ (Date) _____ at (Place) _____, Philippines by and between:

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) Field Office IV-A**, a government agency created pursuant to Republic Act 5416 dated May 25, 1968 with principal office and place of business at DSWD Field Office IV-A (CALABARZON), Alabang-Zapote Rd., Alabang, Muntinlupa City represented by its OIC - Regional Director **DR. BARRY R. CHUA, M.D.**, herein referred to as DSWD,

and

The **LOCAL GOVERNMENT UNIT** with principal Office and Place at _____ Represented by its Local Chief Executive, <Name of LCE> herein referred to as the _____

WITNESSETH,

WHEREAS, the DSWD through its Field Offices is mandated to provide technical and relief augmentation assistance to LGU's affected by disaster beyond its capabilities;

WHEREAS, the LOCAL GOVERNMENT UNIT (LGU) under RA 7160 shall provide relief services and assistance for the victims during and in the aftermath of disaster and their return to productive livelihood following the said event;

WHEREAS, the LGU thru the LOCAL SOCIAL WELFARE AND DEVELOPMENT OFFICE (LSWDO), with its available DESIGNATED RELIEF WAREHOUSING FACILITY is willing to accommodate the prepositioned relief goods of the DSWD to be used exclusively during disasters;

NOW, THEREFORE, for and in consideration of the foregoing and of the conditions herein after set forth, the parties do hereby agree as follows:

I. OBLIGATIONS OF DSWD:

1. The DSWD shall preposition emergency Food and Non-Food relief items to LGU designated relief warehousing facility as emergency relief augmentation to the LGU emergency response preparedness measure.
2. During disaster situations, upon the full utilization of the relief items of the LGU, the LGU may utilize the prepositioned emergency food and non-food

relief items of the DSWD for the affected families.

3. The DSWD shall ensure that the LGU has no pending balances for liquidation of either cash or food and non-food items to qualify for prepositioning.
4. The DSWD shall preposition goods based on maximum quantity as identified in Annex A. Twenty-Five percent (25%) utilization shall warrant replenishment.
5. The DSWD shall provide technical assistance to the LGU on proper warehouse and inventory management, including but not limited to quality checking and inventory reporting.
6. The DSWD shall monitor the quantity, quality, and expiration of goods prepositioned at the LGU warehouse.
7. The DSWD through SWAD in the respective provinces shall monitor compliance of the Provincial/Municipality/City Social Welfare and Development Officers (P/M/CWDOs) to the standard operational protocols and policies on Evacuation Centers and on the food and non-food items provided.
8. The DSWD shall monitor the distribution of the augmentation support and the submission of the Relief Distribution Sheets through DSWD SWAD Teams.
9. The DSWD, upon submission of the LGU of the Food-For-Work proposal, shall evaluate and approve the proposal based on existing accounting policies and guidelines.
10. The DSWD may withdraw the prepositioned goods and deliver it to another disaster affected LGU.
11. The DSWD shall establish grievance system to ensure that issues and concerns related to prepositioning of goods are addressed.
12. The DSWD, shall approve disaster-related requests from the LGUs in accordance with existing policies and guidelines .

II. OBLIGATIONS OF THE PROVINCIAL/ MUNICIPAL/ CITY GOVERNMENT:

1. The LGU, concurred by the DSWD, shall identify warehouse based on DSWD standards suitable for storage of prepositioned food and non-food items.
2. The LGU shall identify authorized representative as point of contact for related issues and concerns.
3. The LGU through the P/M/CSWDO shall ensure proper management of prepositioned relief goods based on standards set during technical assistance.

4. The LGU through the P/M/CSWDO shall submit a monthly report to the DSWD on the status of the prepositioned relief items/commodities including the liquidation documents for the release FNIs.
5. The LGU shall ensure that the storage of their life items shall adhere to the following:
 - a. The LGU shall ensure that the ground and flooring around and within the warehouse is dry and clean at all times.
 - b. The LGU shall cover its waste disposal system, including the maintenance and removal of visible litter or waste which may attract rodents, insects, and pests.
 - c. The LGU shall maintain cleanliness of walls and floors of the warehouse and prevent water dripping that will contaminate the prepositioned relief items.
 - d. The LGU shall ensure adequate ventilation (installation of exhaust fan, wall fan, and the like) and lighting in the warehouse.
6. The LGU shall conduct a regular bi-monthly general housekeeping, sanitation and inspection on storage area should be conducted:
 - a. The LGU shall conduct regular cleaning operations to eradicate if not minimize food and non-food item stockpile contamination;
 - b. The LGU shall ensure maintenance and preventive measure to eliminate rodents, insects, pests and the like in the warehouse. Use of pesticide, under precautions and restriction to prevent contamination of food stockpiles;
 - c. The LGU shall facilitate the installation of baits and traps based on their assessment; and
 - d. The LGU shall adhere to the minimum standards set by DSWD during technical assistance to LGU for storing of food and non-food items to ensure orderly and properly storing of relief items.
7. The LGU shall ensure adherence to the First-in-First-out (FIFO) or First-Expiry-First-Out (FEFO) policy in the release of FNIs.
8. In case that the prepositioned relief food commodities were not utilized within the period of three (3) months prior to its expiration, the LGU shall submit request for Food for Work on disaster preparedness and mitigation related activities.
9. The LGU shall grant the DSWD with full access and control to monitor the quality of relief goods stored at the facility at any given time.
10. The LGU in no cases shall distribute, disburse, or dispose prepositioned relief items without the approval from the DSWD.

III. CONFIDENTIALITY CLAUSE

Both parties acknowledge that certain confidential data and documents as well as technical information proprietary to both parties have been or will be

disclosed to each other pursuant to the terms of this agreement.

Both parties agree not to use or allow the use of the confidential information for its own or any other purposes except in the performance of its obligations under this agreement. Both parties further agree that it will not disclose or allow others to disclose confidential information to any persons and agree to take and protect secrecy of and to avoid disclosure or use of the confidential information in order to prevent it from falling into public domain or into possession of persons not bound to maintain the confidentiality of confidential information.

IV. TERM and TERMINATION

This agreement shall be effective from _____ and shall be binding for a period of _____ unless sooner terminated by the parties for violation of the Terms and Conditions herein and provided a thirty day (30) prior notice given to the other party.

V. PENALTY CLAUSE

Any violation in the provisions of this agreement and Section 19 of RA 10121 shall be a ground for the pre-termination. In case of fraudulent act causing disadvantage to any of the parties, the disadvantaged party shall be remunerated equivalent to damaged incurred.

RA 10121. Section 19. Prohibited Acts

- a. Dereliction of duties which leads to destruction, loss of lives, critical damage of facilities and misuse of funds;
- b. Preventing the entry and distribution of relief goods in disaster-stricken areas, including appropriate technology, tools, equipment, accessories, disaster teams/experts;
- c. Buying, for consumption or resale, from disaster relief agencies any relief goods, equipment or other and commodities which are intended for distribution to disaster affected communities;
- d. Buying, for consumption or resale, from the recipient disaster affected persons any relief goods, equipment or other aid commodities received by them;
- e. Selling of relief goods, equipment or other aid commodities which are intended for distribution to disaster victims;
- f. Forcibly seizing relief goods, equipment or other aid commodities intended for or consigned to a specific group of victims or relief agency;
- g. Diverting or misdelivery of relief goods, equipment or other aid commodities to persons other than the rightful recipient or consignee;
- h. Accepting, possessing, using or disposing relief goods, equipment or other aid commodities not intended for nor consigned to him/her;
- i. Misrepresenting the source of relief goods, equipment or other aid commodities by:

- i. Either covering, replacing or defacing the labels of the containers to make it appear that the goods, equipment or other aid commodities came from another agency or persons;
- ii. Repacking the goods, equipment or other aid commodities into containers with different markings to make it appear that the goods came from another agency or persons or was released upon the instance of a particular agency or persons;
- iii. Making false verbal claim that the goods, equipment or other and commodity in its untampered original containers actually came from another agency or persons or was released upon the instance of a particular agency or persons;
- j. Substituting or replacing relief goods, equipment or other aid commodities with the same items or inferior/cheaper quality;
- k. Illegal solicitations by persons or organizations representing others as defined in the standards and guidelines set by the NDRRMC;
- l. Deliberate use of false or inflated data in support of the request for funding, relief goods, equipment or other aid commodities for emergency assistance or livelihood projects; and
- m. Tampering with or stealing hazard monitoring and disaster preparedness equipment and paraphernalia.

IN WITNESS, WHERE OF, the parties have here to affixed their signatures on the date and place first above-written.

DSWD FIELD OFFICE BY:

MUNICIPAL GOVERNMENT BY:

DIR. BARRY R. CHUA
Regional Director

Municipal Mayor

Witnesses:

MARLENE E. ADANTE
OIC - DRMD

LSWDO

LDRRMO

DIR. MARIA THERESA R. ESCOLANO
Regional Director, OCD IV-A

DIR. ARIEL O. IGLESIA, CESO III
Regional Director, DILG IV-A

ACKNOWLEDGEMENT

Republic of the Philippines)
_____)S.S.

BEFORE ME, a Notary Public for and in above jurisdiction, personally appeared the following:

Name	CTC	Date of Issue	Place of Issue

known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their own free will and voluntary act and deed and that of the organizations they both represent.

This instrument consists of seven (7) pages including this page, wherein this Acknowledgement is written, and is signed by the parties and their instrumental witness on each and every page thereof.

WITNESS MY HAND and NOTARIAL SEAL, this _____ day
of _____ 2023 at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2023

ANNEX A:

FOOD ITEMS:

Particular	Quantity	Unit/Measure	Unit Cost	Total Cost	Expiration
Family Food Packs					
RTEF					
Rice					

NON FOOD ITEMS:

Particular	Quantity	Unit/Measure	Unit Cost	Total Cost	Expiration
Hygiene Kits					
Sleeping Kits					
Family Tent					