



Republic of the Philippines
Region IX
Province of Zamboanga del Sur
MUNICIPALITY OF DUMALINAO



OFFICE OF THE SANGGUNIANG BAYAN

EXCERPTS FROM THE MINUTES OF THE 58th REGULAR SESSION OF THE 12TH SANGGUNIANG BAYAN OF DUMALINAO, ZAMBOANGA DEL SUR, HELD AT SB SESSION HALL ON JANUARY 15, 2024.

Present:

HON. WILFREDO L. MALONG, SR.	- Municipal Vice Mayor
HON. RONALDO D. ENCABO	- SB Member
HON. ARNOLD L. FLORES	- SB Member
HON. FREDERICK R. BALANDRA	- SB Member
HON. HERMES B. CABALES	- SB Member
HON. MA. GEMMA C. ALBISO	- SB Member
HON. RHOLLY A. LABANG	- SB Member
HON. ROMEO G. LIGAN	- SB Member
HON. JELITO R. PEÑONAL	- SB Member
HON. JOEL L. FAMOR	- ABC President
HON. JUSTONY G. SULATORIO	- SKF President
HON. ROMEO D. PARILA	- IPMR

Absent:

NONE

RESOLUTION NO. 0279-2024

AUTHORIZING THE LOCAL CHIEF EXECUTIVE HONORABLE MAYOR JUNAFLOR S. CERILLES, RMT, MAGD, TO ENTER AND SIGN A RELIEF PREPOSITIONING AGREEMENT ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF DUMALINAO BY AND BETWEEN THE DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) FIELD OFFICE IX, REPRESENTED BY ITS REGIONAL DIRECTOR, RIDUAN P. HADJIMUDDIN FOR THE IMPLEMENTATION OF PREPOSITIONED RELIEF GOODS PROGRAM IN THE MUNICIPALITY OF DUMALINAO, ZAMBOANGA DEL SUR.

WHEREAS, presented for consideration and appropriate action is the request of the Local Chief Executive to authorize her to enter and sign a Relief Prepositioning Agreement by and between the Department of Social Welfare and Development (DSWD) Field Office IX, represented by its Regional Director, Riduan P. Hadjimuddin for the implementation of Prepositioned Relief Goods Program in the locality;

WHEREAS, Section 22 (c) of R.A 7160, otherwise known as the Local Government Code of 1991, provides, that every local government unit, as a corporation, shall, unless otherwise provided in this Code, no contract may be entered into by the local chief executive in behalf of the local government unit without prior authorization by the sanggunian concerned;



WHEREAS, the municipal mayor is empowered by the same Code to enter into contracts on behalf of the municipality, based on Section 444 (b) (1) (vi) thereof, which provides that upon authorization by the sangguniang bayan, represent the municipality in all its business transactions and sign on its behalf all bonds, contracts, obligations, and such other documents made pursuant to law or ordinance;

WHEREAS, the Prepositioned Relief Goods Program of the Department of Social Welfare and Development (DSWD) Field Office IX provides relief services and assistance of food and non-food relief items to the victims of the disaster during and the aftermath, which is an emergency response preparedness measure;


WHEREAS, the terms and conditions stipulated in the Memorandum of Agreement (MOA) were thoroughly reviewed by this August body and found to be advantageous and within the capacity of the Local Government Unit of Dumalinao, Zamboanga del Sur;

WHEREAS, after careful review and exhaustive deliberation, and after finding the same to be proper and order;

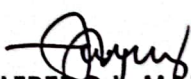
NOW, THEREFORE, premises above-considered, on motion by **HON. MA. GEMMA C. ALBISO**, the body resolved, as it hereby resolved, to authorize the Local Chief Executive, Honorable Mayor Junafior S. Cerilles, RMT, MAGD, to enter and sign a Relief Prepositioning Agreement on behalf of the Local Government Unit of Dumalinao by and between the Department of Social Welfare and Development (DSWD) Field Office IX, represented by its Regional Director, Riduan P. Hadjimuddin for the implementation of Prepositioned Relief Goods Program in the Municipality Dumalinao, Zamboanga del Sur.

LET the copy of this resolution be furnished to concern offices and/or officials for reference, guidance and appropriate action.

DONE this 15th day of JANUARY 2024, at Dumalinao, Zamboanga del Sur.


DARRYLLE ANGELOU A. DALID, MPA, JD
Acting Secretary to the Sanggunian

Attested and approved by:


WILFREDO L. MALONG, SR.
Municipal Vice Mayor – Presiding Officer





Office of the Municipal Mayor

January 12, 2024

HON. WILFREDO L. MALONG, SR.
Municipal Vice Mayor
Dumalinao, Zamboanga del Sur

Honorable Malong;

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. Through 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.

In view thereof, the undersigned would like to request your good office to sign and enter into a Relief Prepositioning Agreement between the Local Government Unit of Dumalinao and the Department of Social Welfare and Development (DSWD) Field Office IX.

Thank you and God bless!

Sincerely,


JUNAFIOR S. CERILLES, RMT, MAGD
Municipal Mayor
Dumalinao, Zamboanga del Sur

#GODreamDumalinao

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 to include submission of Relief Distribution Sheet every after relief distribution;
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 regularly monitor the quantity, quality, and expiration of goods prepositioned at the LGU warehouse;
7. The DSWD through the SWAD Team Office 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 policies and/or guidelines and accounting rules and regulations;
10. The DSWD, with proper coordination with the concerned LGU, may withdraw the prepositioned goods from the LGU designated relief warehouse facility and deliver it to another disaster affected LGU;
11. The DSWD shall establish a grievance system to ensure that issues and concerns related to prepositioning of goods are addressed; and
12. The DSWD, in all cases, shall assess and communicate the approval or disapproval of any disaster-related requests received from the concerned LGU in conformity with applicable laws, rules and regulations.
13. The DSWD should have full access and control to monitor the quality of relief goods stored at the facility of the LGU at any given time;
14. The DSWD shall assign staff to assist in the relief distribution and for the immediate retrieval of the Relief Distribution Sheet (RDS);

II. OBLIGATIONS OF THE LOCAL GOVERNMENT UNIT:

1. The LGU, upon the written concurrence from DSWD, shall identify and designate a warehouse facility based on DSWD standards suitable for storage of prepositioned food and non-food items;

2. The LGU shall identify authorized representative(s) as point of contact for related issues and concerns on the warehouse, prepositioned FNIs therein and other-related matters;
3. For relief distribution of FNIs to affected families during disaster incidents, the LGU shall ensure compliance of the interface documents needed for relief augmentation (request letter signed by the Municipal Mayor, list of beneficiaries/affected families (not list of individuals), disaster incident needs assessment, distribution plan using prescribe templates).
4. After the scheduled relief distribution, the LGU shall ensure immediate submission of the Relief Distribution Sheet (within 3 days) to DSWD which shall be used for liquidation and submission to COA;
5. The LGU through the P/M/CSWDO shall ensure proper management of prepositioned relief goods based on applicable laws and standards and technical assistance provided;
6. 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 of FNIs.
7. The LGU shall ensure that the storage of the relief items shall adhere to the following:
 - a. that the ground and flooring around and within the warehouse is dry and clean at all times.
 - b. cover its waste disposal system, including the maintenance and removal of visible litter or waste which may attract rodents, insects, and pests.
 - c. maintain cleanliness of walls and floors of the warehouse and prevent water dripping that will contaminate the prepositioned relief items.
 - d. ensure adequate ventilation (installation of exhaust fan, wall fan, and the like) and lighting in the warehouse.
8. The LGU shall conduct a regular bi-monthly general housekeeping, sanitation and inspection on storage area and should:
 - a. Conduct regular cleaning operations to eradicate if not minimize food and non-food item stockpile contamination;
 - b. ensure maintenance and preventive measures 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. facilitate the installation of baits and traps based on their assessment; and
 - d. adhere to the standards indicated for storing of food and non-food items to ensure orderly and properly storing of relief items.
9. The LGU shall ensure adherence to the First-in-First-out (FIFO) or First-Expiry-First-Out (FEFO) policy in the release of FNIs.
10. In case that the prepositioned relief food commodities are not utilized within the period of three (3) months prior to its expiration, the LGU shall submit a request

for Food for Work on disaster preparedness and mitigation related activities. This shall be reviewed and assessed by DSWD FO IX;

11. The LGU shall grant DSWD with full access and control to monitor the quality of relief goods stored at the facility at any given time;
12. The LGU in no case shall distribute, disburse, or dispose of prepositioned relief items without the approval from the DSWD.
13. The LGU shall be held liable/responsible if prepositioned food and non-food items will be used for political gains and personal interest such as repacking the family food packs; replacing the DSWD seal with pictures of incumbent politicians and selling the FNIs to anybody.

III. CONFIDENTIALITY CLAUSE

Both parties acknowledge that certain confidential data and documents as well as technical information proprietary to both parties will be disclosed to each other pursuant to the terms of this agreement and further subject to the provisions of RA 10173 or Data Privacy Act of 2012 .

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. TERMS 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.

Prohibited Acts under Section 19 of RA 10121 or the Philippine Disaster Risk Reduction and Management Act of 2010 found to have been committed by either party shall be a ground for the pre-termination of this contract, without prejudice to the filing of appropriate complaint or charges under existing laws. Further, in case of fraudulent act/s causing disadvantage to any of the parties, the disadvantaged party shall be remunerated equivalent to damages 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:
 - a. 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;
 - b. 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;
 - c. 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.

V. AMENDMENT / REVISION

This Agreement may be amended or revoked upon mutual agreement of both parties. Provided further, that all amendments shall be covered by Supplemental Provisions signed by both parties and shall be deemed incorporated as integral part of this Deed.

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

DSWD FIELD OFFICE BY:

MUNICIPAL GOVERNMENT BY:

RIDUAN P. HADJIMUDDIN
Regional Director

JUNAFLO R. CERILLES
Municipal Mayor

Witnesses:

(Designation)/ Head, PSU
ACKNOWLEDGEMENT

ELAINE MAY E. SARIPADA
MSWDO

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 six (6) 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 _____
2024 at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024