



Republic of the Philippines  
Province of Oriental Mindoro  
MUNICIPALITY OF BULALACAO

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**OFFICE OF THE SANGGUNIANG BAYAN**

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EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION OF  
THE 12<sup>TH</sup> SANGGUNIANG BAYAN OF BULALACAO, ORIENTAL  
MINDORO HELD ON AUGUST 26, 2025 AT SANGGUNIANG BAYAN  
SESSION HALL

**PRESENT:**

Hon. German S. Acosta	Municipal Vice Mayor/Presiding Officer
Hon. Guillermo G. Salas, Jr.	Sangguniang Bayan Member
Hon. Moses M. Osorio, Sr.	Sangguniang Bayan Member
Hon. Ramon G. Magbanua	Sangguniang Bayan Member
Hon. Joejie R. Narciso	Sangguniang Bayan Member
Hon. Romeo O. Fallaria	Sangguniang Bayan Member
Hon. Roger M. Evangelio, Sr.	Sangguniang Bayan Member
Hon. Jerus Jade B. Reyes	Sangguniang Bayan Member
Hon. Nestor L. Eguillon	Sangguniang Bayan Member
Hon. Aceron U. Calinog, Jr.	IPM Representative

**ABSENT:**

Hon. Enrico C. Villas	Pangulo, Liga ng mga Brgy.-O.B.
Hon. Francis Dave C. Cantos	SK Federation President -O.B.

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**RESOLUTION NO. 25-08-272**

**RESOLUTION AUTHORIZING THE MUNICIPAL MAYOR TO  
REPRESENT THE LOCAL GOVERNMENT UNIT OF BULALACAO,  
ORIENTAL MINDORO TO ENTER INTO A RELIEF  
PREPOSITIONING AGREEMENT WITH THE DEPARTMENT OF  
SOCIAL WELFARE AND DEVELOPMENT (DSWD), FIELD OFFICE  
MIMAROPA REPRESENTED BY ITS REGIONAL DIRECTOR,  
LEONARDO C. REYNOSO, CESO III FOR THE PREPOSITIONING  
OF FOOD AND NON-FOOD RELIEF ITEMS TO LGU DESIGNATED  
RELIEF WAREHOUSING FACILITY AS EMERGENCY RELIEF  
AUGMENTATION TO THE LGU EMERGENCY RESPONSE  
PREPAREDNESS MEASURE AND SUCH OTHER TERMS AND  
CONDITIONS THAT MAY BE AGREED UPON BY BOTH PARTIES**

**Sponsors:**

**Sangguniang Bayan Member ROMEO O. FALLARIA**

Chairperson, Committee on Rules, Privileges, Ordinances and Legal Matters

**Sangguniang Bayan Member RAMON G. MAGBANUA**

Chairperson, Committee on Social Welfare and Community Development

**Sangguniang Bayan Member MOSES M. OSORIO, SR.**

Chairperson, Committee on Climate Change and Disaster Risk Reduction and Management

**RESOLVED AS IT IS HEREBY RESOLVED, To:** Authorize the  
Municipal Mayor, the Honorable Lumelito M. Cabagay to enter into a  
Relief Prepositioning Agreement with the Department of Social Welfare

and Development (DSWD), Field Office-MIMAROPA represented by its Regional Director, Leonardo C. Reynoso, CESO III for the prepositioning of food and non-food relief items to LGU designated relief warehousing facility as emergency relief augmentation to the LGU emergency response preparedness measure and such other terms and conditions that may be agreed upon by both parties;

**RESOLVED FURTHER**, That: Any change or alteration in the Relief Prepositioning Agreement originally presented shall have no effect and therefore null and void;

**RESOLVED FINALLY**, That: Any legal encumbrance that may arise in the execution and actual application of this Relief Prepositioning Agreement shall be the sole responsibility of the heads of Implementing Offices or Units;

**ON MOTION** of SB Member Romeo O. Fallaria together with SB Member Ramon G. Magbanua and SB Member Moses M. Osorio, Sr. jointly seconded by SB Member Joejie R. Narciso and SB Member Roger M. Evangelio, Sr., foregoing was...

**APPROVED**: August 26, 2025, Bulalacao, Oriental Mindoro.

Hon. GUILLERMO G. SALAS, JR. Sangguniang Bayan Member

Hon. MOSES M. OSORIO, SR. Sangguniang Bayan Member

Hon. RAMON G. MAGBANUA Sangguniang Bayan Member

Hon. JOEJIE R. NARCISO Sangguniang Bayan Member

Hon. ROMEO O. FALLARIA Sangguniang Bayan Member

Hon. ROGER M. EVANGELIO, SR. Sangguniang Bayan Member

Hon. JERUS JADE B. REYES Sangguniang Bayan Member

Hon. NESTOR L. EGUILLO Sangguniang Bayan Member

Hon. ACERON U. CALINOG, JR. IPM Representative

**CERTIFIED TRUE AND CORRECT:**

KEIZEL MAY C. SALADINO  
Temporary Secretary

**ATTESTED:**

Hon. GERMAN S. ACOSTA  
Municipal Vice Mayor/ Presiding Officer  
Date Signed: September 8, 2025

## **RELIEF PREPOSITIONING AGREEMENT**

**KNOW ALL MEN BY THESE PRESENT:**

This agreement made and entered into this **July 01, 2025** at **LGU Bulalacao, Oriental Mindoro Philippines** by and between:

**The DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT (DSWD) Field Office MIMAROPA**, a government agency created pursuant to Republic Act 5416 dated May 25, 1968 with principal office and place of business at DSWD Field Office MIMAROPA, 1680 F.T. Benitez Street Malate, Manila, represented by its Regional Director **LEONARDO C. REYNOSO, CESO III**, herein referred to as **DSWD**,

and

**The Local Government Unit with principal Office and Place at BULALACAO, ORIENTAL MINDORO** represented by its Local Chief Executive, **HON. LUMELITO M. CABAGAY** herein referred to as the **MUNICIPAL GOVERNMENT**

**WITNESSETH,**

**WHEREAS**, the DSWD through its Field Offices is mandated to provide technical and relief augmentation assistance to PG'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 MUNICIPAL SOCIAL WELFARE AND DEVELOPMENT OFFICE (MSWDO), 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 upon approval 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 minimum 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 Municipal Social Welfare and Development Officers (MSWDOs) 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 a 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 GOVERNMENT:**

1. The LGU, concurred by the DSWD, shall identify warehouses based on DSWD standards suitable for storage of prepositioned food and non-food items.
2. The LGU shall identify authorized representatives 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 *Relief Prepositioning Agreement*

DSWD on the status of the prepositioned relief items/commodities including the liquidation documents for the release of FNIs.

5. The LGU shall ensure that the storage of the relief 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 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. 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 PG for storing of food and non-food items to ensure orderly and proper 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 a request for Food for Work on disaster preparedness and mitigation related activities.
9. The LGU shall submit and comply with the requirements of DSWD in submitting Relief Distribution Sheets (RDS) with photo documentation within fifteen working (15) days after every distribution of FNIs. RDS shall contain information on the name, address, items received, and signature or thumbmark of the beneficiaries duly certified by MSWDO or DSWD representative.
10. 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.
11. The LGU shall seek approval from DSWD on the distribution or disposal of preposition goods. In no case shall the LGU distribute, disburse, or dispose of

prepositioned relief items without 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 July 1 – December 31, 2025 and shall be binding for a period of 6 (Six) months 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.

**Any party who violated any of the aforementioned provisions including that of the penalty clause shall mean the immediate termination of this agreement.** Thus, DSWD shall retrieve all FNIs accordingly.

### **V. DISPUTE RESOLUTION**

In case of conflict in the implementation of the provision of this agreement, the parties shall exhaust remedies and settle the differences amicably.

### **VI. 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 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 aid 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, WHEREOF**, the parties have hereto affixed their signatures on the date and place first above-written.

**DSWD FIELD OFFICE BY:**

**LEONARDO C. REYNOSO, CESO III**  
Regional Director

**MUNICIPAL GOVERNMENT BY:**

**HON. LUMELITO M. CABAGAY**  
Municipal Mayor

**Witnesses:**

**SHEILA S. TAPIA**  
Assistant Regional Director for Operations

**DYNA KRISSLE F. CANTOS**  
Municipal Social Welfare Officer

**EMELITA A. OSORIO**  
Municipal Disaster Risk Reduction Management Officer

**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
<b>LEONARDO C. REYNOSO, CESO III</b>	04-009	March 9, 2023	DSWD Commonwealth, Q.C.
<b>LUMELITO M. CABAGAY</b>			

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 \_\_\_\_\_ 2025 at \_\_\_\_\_, Philippines.**

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