



DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGEL S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA

City Vice Mayor/Presiding Officer

Noted by:

HON. STRIKE B. REVILLA

City Mayor

CITY RESOLUTION NO. 2025-838

Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE NON-FOOD ITEM (NFI) PREPOSITIONING AGREEMENT WITH THE OFFICE OF CIVIL DEFENSE REGIONAL OFFICE -CALABARZON ON BEHALF OF THE CITY GOVERNMENT OF BACOR.

Sponsored by:

Hon. Roberto L. Advincula, Hon. Miguel N. Bautista, Hon. Horacio M. Brillantes, Jr., Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Manolo S. Galvez, Jr., Hon. Adrielito G. Gawaran, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Levy M. Tela, and Hon. Ricardo F. Ugalde.

WHEREAS, on 17 October 2025, the Sangguniang Panlungsod received an endorsement letter from the Office of the City Mayor requesting the City Council to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the Non-Food Items (NFIs) Prepositioning Agreement with the Civil Defense Regional Office-CALABARZON on behalf of the City Government of Bacoor.

WHEREAS, under the proposed agreement, the City Government of Bacoor commits to preposition NFIs in a designated strategic relief warehousing facility located within the City of Bacoor.

WHEREAS, the agreement also provides that the prepositioned items stored in the said warehouse shall be utilized exclusively for disaster response recovery operations in support of timely and effective humanitarian assistance during emergencies.

WHEREAS, a draft copy of Non-Food Items (NFIs) Prepositioning Agreement was sent to the Sangguniang Panlungsod by the Office of the City Mayor for its review and consideration. The proposed agreement is incorporated hereto and will be made a part of this Resolution as **Annex "A"**.

WHEREAS, the Sangguniang Panlungsod deliberated on the aforementioned NFI Prepositioning Agreement and unanimously decided to approve the same.





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City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

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

Noted by:

HON. STRIKE B. REVILLA
City Mayor



NOW THEREFORE, upon motion of Councilor Manolo S. Galvez, Jr. duly seconded by the members present in regular session assembled **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign the Non-Food Items (NFI) Prepositioning Agreement between the City Government of Bacoor and the Office of the Civil Defense Regional Office-CALABARZON.

RESOLVED LASTLY, to furnish the Office of the City Mayor, the Office of the Civil Defense Regional Office-CALABARZON and other government offices concerned with copies of this resolution.

UNANIMOUSLY APPROVED by the 6th Sangguniang Panlungsod of the City of Bacoor this 20th day of October 2025 during its regular session duly assembled.

I hereby certify that the foregoing Resolution is true and correct.

Certified:

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

Attested:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Noted:

HON. STRIKE B. REVILLA
City Mayor



NFIs PREPOSITIONING AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **Memorandum of Agreement (MOA)** made and entered into this _____ at _____, Philippines by and between:

The **OFFICE OF CIVIL DEFENSE Regional Office CALABARZON**, a Bureau of the Department of National Defense (DND) with principal office and place of business at Units 301 and 302, 3rd Floor, Milan Prestige Building, Brgy. Halang, Calamba City, Laguna represented by its Regional Director **CARLOS EDUARDO E. ALVAREZ III**, Chairperson of the Regional Disaster Risk Reduction and Management Council CALABARZON (RDRRMC CALABARZON), herein referred to as "**FIRST PARTY**";

and

The **LOCAL GOVERNMENT UNIT OF _____** a Local Government Unit of the Province of _____ with principal Office and Place at _____ Represented by its Local Chief Executive, **HON. _____** herein referred to as the "**SECOND PARTY**";

WITNESSETH:

WHEREAS, Section 2, paragraph (p) of R.A. 10121 (Philippine Disaster Risk Reduction and Management Act of 2010) states that the State: "Provide maximum care, assistance and services to individuals and families affected by disaster, implement emergency rehabilitation projects to lessen the impact of disaster, and facilitate resumption of normal social and economic activities."

WHEREAS, Section 9, paragraph (k) of the same law states that OCD shall "Ensure that government agencies and LGUs give top priority and take adequate and appropriate measures in disaster risk reduction and management,"

WHEREAS, Section 9, paragraph (r) of the same law states that OCD shall "Perform such other functions as may be necessary for effective operations and implementation of this Act"

WHEREAS, Section 12 of the same law creates for the Local Disaster Risk Reduction and Management Office (LDRRMO). - (a) There shall be established an LDRRMO in every province, city and municipality, and a Barangay Disaster Risk Reduction and Management Committee (BDRRMC) in every barangay which shall be responsible for setting the direction, development, implementation and coordination of disaster risk management programs within their territorial jurisdiction.

WHEREAS, Under OCD Memorandum no. 572 s. 2021, titled "Revised Guidelines on the Utilization and Distribution of Food and Non-Food Items", General Guidelines No. 3 states that "NFIs shall also be used to augment the existing resources

of the NDRRRMC Response Cluster Member agencies in line with their mandates to provide assistance to victims of disasters.” and No. 4 of the General Guidelines states that “Food/Non-Food Items shall be stockpiled and prepositioned at strategic locations or at OCD Regional Warehouses/Logistics Facilities.”

WHEREAS, OCDROs may distribute NFIs from their warehouse or **designated storage hub** for strategic placement to LGUs, provided that there is justification or in anticipation to a foreseeable hazardous event, based from PDRA or other risk assessment tools and mechanisms.

WHEREAS, there is a need for the **FIRST PARTY** to preposition **Non-Food Items** in strategic warehouses or facilities to lessen the delays in the distribution of thereof during times of calamity and are intended for basic augmentation support along disaster response and recovery operations.

WHEREAS, the **SECOND PARTY** thru the **LOCAL DISASTER RISK REDUCTION AND MANAGEMENT OFFICE (LDRRMO)**, with the available space in the designated relief warehousing facility is willing to accommodate the prepositioned relief goods of the **OCD CALABARZON** to be used exclusively during disasters;

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

ARTICLE I AREAS OF COOPERATION

The Parties hereby agree to strengthen their cooperation in the following areas:

1. The Management and Security of the Warehouse/Storage Area for Pre-positioned NFIs shall be the sole responsibility of the **SECOND PARTY**.
2. The ownership of the subject warehouse will not be affected by this agreement and remain with the **SECOND PARTY**.
3. The authority to deposit and distribute NFIs shall be the responsibility of the **FIRST PARTY** in accordance with the Procedure for distribution stipulated under OCD Memorandum no. 572 s. 2021 and Article II of this MOA. A copy of the memorandum is attached as “Annex A”
4. The Parties shall mutually agree on the inventory procedures and/or Institutional Arrangements stated in Articles II and IV of this MOA to ensure that NFI’s prepositioned are properly managed, monitored and accounted for.
5. The Parties shall establish adequate mechanisms to ensure the benefits of cooperation and collaboration are achieved in this agreement.
6. The Parties shall participate in meetings or conferences involving issues which may arise during the effectivity and implementation of this project.
7. Both Parties shall coordinate from time to time to ensure that maintained inventory of pre-positioned NFIs is up to date.

ARTICLE II OBLIGATIONS OF THE PARTIES

In consideration of the shared mandate to promote DRRM and civil defense protection under R.A. 10121, the Parties agree under the following obligations:

Obligations of the FIRST PARTY. The OCD shall:

1. Coordinate with the local government of _____ in the implementation of this Memorandum of Agreement.
2. Preposition the Non-Food Items at the evacuation center/warehouse and provide specific information such as quantity, dimensions, volume and other measurements of items to the SECOND PARTY for proper inventory and storage purposes.
3. Retain the authority to release NFIs to disaster affected LGUs, the same authority shall not be transferable to the SECOND PARTY.

Obligations of the SECOND PARTY. The Municipality of _____ shall:

1. Allocate a designated portion within the designated relief warehousing facility or NDRRM-Funded Evacuation Center that shall serve as Storage for NFIs prepositioned by the FIRST PARTY;
2. Be responsible for any court representation/s whenever a third-party claim arises over the storage of NFIs or the utilization of the facility used thereof.
3. The SECOND PARTY shall be responsible for the Maintenance, Security and Upkeep of the Storage Facility which may be charged from the Local DRRM Fund (Par 4, NDRRMC Memorandum No. 2 s. 2018).

ARTICLE III LIABILITY

The Office of Civil Defense (OCD) shall be free from all liabilities, suits, actions, demands, or damages arising from death, injuries to any person and/or properties, or any loss resulting from or caused by LGU _____ personnel incidental to or in connection with the implementation of this agreement.

The Local Government Unit of _____ personnel shall be liable for the loss or damages of the NFIs stored in its designated warehouse/storage unit or NDRRM-Funded Evacuation Center except on cases falling under Force Majeure.

ARTICLE IV INSTITUTIONAL ARRANGEMENT

Section 1. OCD Region CALABARZON shall:

- a. Transfer Non-Food Items to LGU _____ towards the warehouse allocated by the SECOND PARTY.

Section 2. OCD Region CALABARZON shall also:

- a. Designate the Operations Section and the Supply Accountable Officer (SAO) to closely monitor, oversee and coordinate the implementation of this agreement in coordination with the local government of _____.
- b. Ensure the documentation and reporting of both the physical and financial progress of project implementation are compiled by the implementing LGU for subsequent endorsement to the OCD Central Office;

Section 3. Local Government of _____ through its LDRRMO 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.
- e. The LGU shall conduct a regular bi-monthly general housekeeping, sanitation and inspection on storage area should be conducted;
- f. The LGU shall conduct regular cleaning operations to eradicate if not minimize food and non-food item stockpile contamination;
- g. 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;
- h. The LGU shall facilitate the installation of baits and traps based on their assessment;
- i. The LGU shall adhere to the minimum standards set by OCD CALABARZON during technical assistance to LGU for storing of food and non-food items to ensure orderly and proper storing of relief items.
- j. The LGU shall grant the OCD CALABARZON with full access and control to monitor the quality of relief goods stored at the facility at any given time.
- k. The LGU in no cases shall distribute, disburse, or dispose of stored prepositioned relief items without the approval from the OCD CALABARZON.
- l. Submit documentary requirements to facilitate transfer of NFIs in accordance with documentary requirements under Article III of this Agreement;

- m. Accept the NFIs transferred by OCD CALABARZON to its Warehouse/Storage Units, under the constraint that under no circumstance shall they withdraw NFIs without the approval of the Regional Director, OCD Region CALABARZON or in the absence thereof, the designated Officer-in-Charge of OCD Region CALABARZON.
- n. Maintain a separate subsidiary record/ledger for NFI transfers for documentation and accounting purposes.
- o. Submit to OCD Region CALABARZON Inventory Reporting: Monthly Status Report, duly signed by appropriate designated focal person and approved by the LDRMO.

ARTICLE V ANTI-GRAFT AND CORRUPT PRACTICES ACT

The parties shall not in any way unduly benefit from this AGREEMENT, and shall at all times adhere to the Anti-Graft and Corrupt Practices Act also known as Republic Act No. 3019, as amended.

ARTICLE VI EFFECTIVITY AND PERIOD OF AGREEMENT

This Agreement shall take effect upon approval and signing by the Parties and shall remain valid and effective until _____, unless otherwise revoked earlier by both Parties.

ARTICLE VII AMENDMENT

No Modification of this Agreement nor waiver of any provisions hereof shall be valid unless the same is made in writing and signed by both parties.

ARTICLE VIII DISPUTE RESOLUTION

Any disagreement in the implementation of the plans and provisions of this AGREEMENT or any agreement related thereto shall be settled amicably between the Parties. In case of dispute, alternative modes of resolving the same through mediation, re-negotiation, dialogue or similar means may be resorted to.

ARTICLE IX RECISSION

This Agreement shall be terminated by either party within thirty (30) days upon written notice, upon determination of justifiable ground/s by both parties, or when there

is a breach of the terms and conditions stipulated therein.

Upon termination of this MOA or when its purpose/viability for which reason it has been constructed ceases to exist, all prepositioned NFIs stored in the designated/allocated warehouse shall be returned to the FIRST PARTY.

ARTICLE X SEPARABILITY CLAUSE

If any court of competent jurisdiction shall declare any provision or provisions of this agreement illegal, invalid or void, such declaration shall not render illegal, invalid, or void any other provisions of this agreement.

II. 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 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.

III. 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.

IV. 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 mis-delivery 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.

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

OCD REGIONAL OFFICE BY:

MUNICIPAL GOVERNMENT BY:

CARLOS EDUARDO E. ALVAREZ III

Regional Director

Municipal Mayor

Witnesses:

Chief, Operations Section

LDRRMO

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 2024

ANNEX A:

Copy of OCD Memorandum No. 572 s. 2021

ANNEX B:

NON-FOOD ITEMS:

Particular	Quantity	Unit/ Measurement	Unit Cost	Total Cost	Expiration
Family Packs					
Hygiene Kits					