



**COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES
COMMITTEE ON PEACE AND ORDER AND PUBLIC SAFETY**

JOINT COMMITTEE REPORT

NO. ENR 048-S-2025

Office of the Sangguniang Panlungsod
Received by: *[Signature]*
Date: 25 MAR 2025
Time: *[Signature]*

Subject: *A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICE ADMINISTRATION (PAGASA) REGARDING THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF AN AUTOMATIC RAINFALL/ WATER LEVEL GAUGING EQUIPMENT AND A WARNING POST. (PCR 777-2025 dated March 03, 2025).*

The committee hearing was held on March 13, 2025, at 1:30 p.m. It was presided over by the Chairperson of the Committee on Environment and Natural Resources, Hon. Levy M. Tela.

FINDINGS:

Typhoons, storm surges, monsoon rains, floods, flash floods, landslides, soil erosion, and drought are just a few of the hydrometeorological hazards that the Philippines has experienced. Human activity and potential dam failures could make these events even worse.

The City Administration Office (CAO) and the Bacoor Disaster Risk Reduction and Management Office (BDRRMO) have deemed the proposed MOA draft to be correct and compliant with the law, and they have no comments or concerns.

The national government must execute a responsive program for flood disaster mitigation through the development of hydrological monitoring resources covering the major and principal river basins throughout the country that will provide an early warning to the threatened communities, as the trend in the frequency of occurrence of these natural hazards, particularly flooding, in all parts of the country has become distinctive over time with exponentially devastating consequences.





A number of monitoring devices that record rainfall and water level every ten minutes have been constructed in each of the nation's major river basins, which are monitored by the PAGASA, an early warning agency for hydrometeorological hazards.

STATION LOCATION

	STATION NAME	TYPE	ADDRESS
1	Bacoor Molino IV	Rain Gauge	Police Station, Daang Hari, Molino IV, Bacoor City, Cavite
2	Lumbang Bridge	Water Level and Warning Post	Soldier Hills, Bacoor City, Cavite

LGU's primary duties are to assist PAGASA, allowing them to install monitoring and warning systems, helping them obtain a permit, helping them with operation and maintenance, and allocating enough money to pay monthly service fees, among other things.

To send the equipment from the donor agency in South Korea, PAGASA will obtain the requisite permit and other government-mandated paperwork. It will also help with installation, perform routine emergency maintenance, and coordinate with the city of Bacoor.

RECOMMENDATION:

The committee hereby grants the request of PAGASA for a separate sheet for the signature of the Administrator of PAGASA. Similarly, it recommends the **APPROVAL** of the proposed city resolution mentioned above.






WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this _____ day of March 2025 at the City of Bacoor, Cavite.

COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES



COUN. LEVY M. TELA
Chairman



COUN. REYNALDO M. FABIAN
Vice Chairman



COUN. ADRIELITO G. GAWARAN
Member

COMMITTEE ON PEACE AND ORDER AND PUBLIC SAFETY



COUN. ALEJANDRO F. GUTIERREZ
Chairman



COUN. REYNALDO D. PALABRICA
Vice Chairman



COUN. ALDE JOSE F. PAGULAYAN
Member



COUN. MICHAEL E. SOLIS
Member





**COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES
COMMITTEE ON PEACE AND ORDER AND PUBLIC SAFETY**

**JOINT COMMITTEE MINUTES
NO. ENR 048-S-2025**

Office of the Sangguniang Panlungsod
Received by *[Signature]*
Date: *3 MAR 2025*
Time: *1:16 pm*

Subject: ***A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICE ADMINISTRATION (PAGASA) REGARDING THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF AN AUTOMATIC RAINFALL/ WATER LEVEL GAUGING EQUIPMENT AND A WARNING POST. (PCR 777-2025 dated March 03, 2025).***

The joint committee hearing was executed on March 13, 2025, at 1:30 p.m. at the Session Hall, 6th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy. Bayanan, City of Bacoor, Cavite. It was presided over by Committee on Environment and Natural Resources Chairman, Hon. Levy M. Tela, Subcommittee on Peace and Order and Public Safety Chairman, Hon. Alejandro Gutierrez

Members Present:

- Hon. Reynaldo Fabian - Vice Chairman
- Hon. Reynaldo Palabrica - Member
- Hon. Adrielito Gawaran - Member

Also Present:

- Hon. Rogelio M. Nolasco
- Hon. Simplicio Dominguez
- Ms. Shiela Schninder-PAGASA
- Mark Renson Villalobos-CESD
- Carlito Pagkatipon-PAGASA
- Kag. Jocelyn Gayamo- Brgy. Molino VI
- Kag. Carmen P. Galve- Brgy. Molino VI
- Richard Quion- BDDRMO
- Atty. Nathaniel de Leon- OCLS

JOINT COMMITTEE MINUTES ENR-048-S-2024
PCR 777-2025 MOA WITH THE CITY GOVERNMENT OF BACOOR AND PAGASA





Hon. Palabrica: By Hon. Levy Tela, everyone is advised to take their seat for to start the committee hearing for this afternoon.

Hon. Tela: Thank you konsehál Rey. Good afternoon po sa ating lahat. We will start our committee hearing regarding PCR 777-2025-

a resolution authorizing Mayor Strike B. Revilla to sign a memorandum of agreement on behalf of the city government of Bacoor with the Philippine Atmospheric, geophysical, and Astronomical Service Administration (pagasa) regarding the establishment, operation and maintenance of an automatic rainfall/ water level gauging equipment and a warning post.

Started a roll call to all resource persons and greeting to each other.

We are sure that na read po ninyo ang ating memorandum of agreement. For PAGASA did you have any comment regarding this memorandum of agreement between the city government?

Ms. Shiela: Sir, we have drafted the memorandum, ang naging comment po at naibalik na rin po sa akin. Just a minor lang po regarding dun sa acknowledgment sa page 8 po, regarding this po. Ang comment lang po ng aming legal is to separate po itong signatory, kasi ang aming administrator ay mag sa sign po sa Quezon City whereas po si Mayor is here. Can we separate daw po ng different page daw po ito, if it is possible.

Hon. Palabrica: Dahil magkaiba ang mag nonotario.

Ms. Shiela: Yun lang po ang comment ng aming legal. Kung ok lang at possible lang daw po.

Hon. Gutierrez: Kaya lang sa MOA signing itong si Mr. Servando at si Mayor ang nandito at pagkatapos pag naka pirma na iyung dalawa, saka na lang sa Quezon City na lang pipirma iyung administrator, dalhin na lang dun para pirmahan niya. Kasi kung mag se separate pa, isa lang naman itong nilalaman ng MOA.

Ms. Shiela: Bale po Sir same ang MOA at page lang po kumbaga ang page 8 ay kay Mayor at page 9 dun po ang administrator





naming separate din po ang pag nonotaryo. Additional page po.

Hon. Palabrica: Magkaiba ng lugar magkaiba ang mag nonotaryo.

Ms. Shiela: Yes po.

Hon. Palabrica: Magkaiba ng lugar at magkaiba ang mag nonotaryo. So means there will be no ceremonies whatsoever during the signing. So ipapadala na lang ang document then this

signatory to affix the signature in different places. Tapos pag napirmahan na automatic binding na yung agreement.

Ms. Shiela: Kung pwede lang po sana.

Hon. Palabrica: Wala namang problema, it's up to the City Mayor how they will they execute this signing. Okay naman iyun the most important part is the signature and make sure that the MOA has been notarized. Okay naman yun at wala namang problema kahit separate place sila.

Ms. Shiela: Salamat po.

Hon. Palabrica: Our concern here is the content of the memorandum of Agreement. Our chair will clarify your opinion kung may babaguhin and you said wala naman, ok na wala ng babaguhin at na review ninyo na, ok na. Suggestion mo lang is to separate the acknowledgment page.

Hon. Gutierrez: Can I ask the City Legal.

Atty. De Leon: Doble naman ang request your honor, na hiwalay po ang Acknowledgement nangyayari naman po iyun na 2 po iyung acknowledgement. Meron pong situation na nagkakaroon po tayo ng MOA signing o ceremonial MOA signing hindi po actually ni nonotaryo on the same date ang mangyayari po may ceremonial MOA signing, notarization po ay dito sa Bacoor or sa ating city legal at iyung gusto po ng contracting party natin dun sa kanila. Doble naman po iyun kaya lang medyo matagal lang kasi kailangang mabigyan tayo ng





copy nung acknowledgement from PAGASA. Pero ginagawa naman po natin iyun. Opo hardcopy po.

Hon. Palabrica: Mr. Chair if I may, so walang problema sa PAGASA iyung content ng MOA. Sa BDRRM wala naman sigurong problem ana review na rin ninyo siguro ito. Wala na naman palang pag uusapan dito eh. Nagkasundo na sila.

Mr. Quion: Mr. Chair if I may lang po, prior to submission lang ito sa Sangguniang nung draft MOA nahingan na po kami ng comments eh. I think this is na final at wala na rin kaming comment pa.

Hon. Palabrica: I think we will ask the opinion of Barangay concern dun sa mga host ng Barangay, anong tawag dito iyung Gauge ah water level gauge sa Lumbang. Sa inyo ba iyun Lumbang Bridge.

Kag. Carmen: Kasi iyung meter dun, tinanggal ng contractor ng DPWH, ngayon kinuha ng Barangay for safety.

Hon. Palabrica: iba na yun. Bago na ata ito from Korea.

Ms. Shiela: Yes! Po parang replacement po ng dating nilagay natin. Iyun po naman kukunin po namin. Kasi naka MRV eventually kukunin din po naming.

Hon. Rey: Para hindi kayo mahirapan I donate na lang ninyo sa barangay at install another. Para maka save kayo ng cost I transport pa ninyo at kung I donate ninyo papel na lang iyun.

Mr. Quion: I agree with you kaya lang I rehab nila kasi not working na yun.

Ms. Shiela: Kailangan naming I full out iyun para ma check at hindi na siya repairable pa at surrender na lang.

Hon. Tela: Any other comment.

Mr. Villalobos: May question lang po. Dito po sa water level gauge po. Iyung water gauge po sa Lumbang bridge ay historically po





bang umaangat ito. Flooding po ba ang area. Iyun lang po kasi if ever po may mga areas po talaga tayo sa mga low lying areas na sa tingin ko na dun ilagay.

Ms. Shiela:

If I may add po, ito po pala ay hindi lang sa Bacoor. Kung ang tubig natin nanggagaling sa upstream at papuntang downstream. Kung baga buong system po ito ng Cavite area. Dito po makikita natin sa website iyung mga water level gauge within the area of Cavite. So lahat po iyun mapapakinabangan din po natin. Hindi lang po itong 2 station na ito.

The committee hearing was adjourned at 1:46 p.m.

Prepared by

ELENA B. SOMBRANO
Local Legislative Staff Assistant 1

Attested by

COUN. LEVY M. TELA
Chairman





**COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES
COMMITTEE ON PEACE AND ORDER AND PUBLIC SAFETY**

**ATTENDANCE OF JOINT COMMITTEE HEARING
(PROOF OF RECEIPT)
(March 13, 2025 1:00 PM)**

Office of the Sangguniang Panlungsod
Received by: Janet Pring
Date: 15 MAR 2025
Time: 1:00 PM

(Sangguniang Panlungsod Session Hall, 6th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy Bayanan, City of Bacoor, Cavite)

Subject: **A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICE ADMINISTRATION (PAGASA) REGARDING THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF AN AUTOMATIC RAINFALL/ WATER LEVEL GAUGING EQUIPMENT AND A WARNING POST. (PCR 777-2025 dated March 03, 2025).**

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
Hon. Levy M. Tela			
Hon. Reynaldo M. Fabian			
Hon. Reynaldo D. Palabrica			
Hon. Adrielito G. Gawaran			
Hon. Alejandro Gutierrez			
Hon. Alde Joselito Pagulayan			
Hon. Michael Solis			
Shula Schneider			

ATTENDANCE OF JOINT COMMITTEE HEARING NO. ENR 047-S-2025
PCR 777-2025 MOA WITH THE CITY GOVERNMENT OF BACOOR AND PAGASA





**COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES
COMMITTEE ON PEACE AND ORDER AND PUBLIC SAFETY**

**NOTICE OF JOINT COMMITTEE HEARING
(PROOF OF RECEIPT)
(March 13, 2025 1:00 PM)**

Office of the Sangguniang Panlungsod
Received by: *[Signature]*
Date: 5 MAR 2025
Time: 1:06 pm

(Sangguniang Panlungsod Session Hall, 6th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy Bayanan, City of Bacoor, Cavite)

Subject: **A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICE ADMINISTRATION (PAGASA) REGARDING THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF AN AUTOMATIC RAINFALL/ WATER LEVEL GAUGING EQUIPMENT AND A WARNING POST. (PCR 777-2025 dated March 03, 2025).**

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
<i>Ir. Equipado</i>	<i>DCLG</i>	<i>415</i>	<i>[Signature]</i>
<i>Arnold Roman</i>	<i>CED</i>		<i>[Signature]</i>
<i>Mikka Patmon</i>	<i>CESD</i>	<i>481-4128</i>	<i>[Signature]</i>
<i>KARL KEMASIRA</i>	<i>SAFETY OFFICE</i>	<i>09163468000</i>	<i>[Signature]</i>
<i>JANSEL DAMMUG</i>	<i>SP</i>		<i>[Signature]</i>
<i>Wang Compost</i>	<i>SP</i>		<i>[Signature]</i>
<i>MAY PASWAR</i>	<i>SP</i>		<i>[Signature]</i>
<i>ROBBY BY RAOUA</i>	<i>SP</i>		<i>[Signature]</i>
<i>JOANA CASTRO</i>	<i>SP</i>		<i>[Signature]</i>

NOTICE OF JOINT COMMITTEE HEARING NO. ENR 47 S-2025
PCR 777-2025 MOA WITH THE CITY GOVERNMENT OF BACOOR AND PAGASA

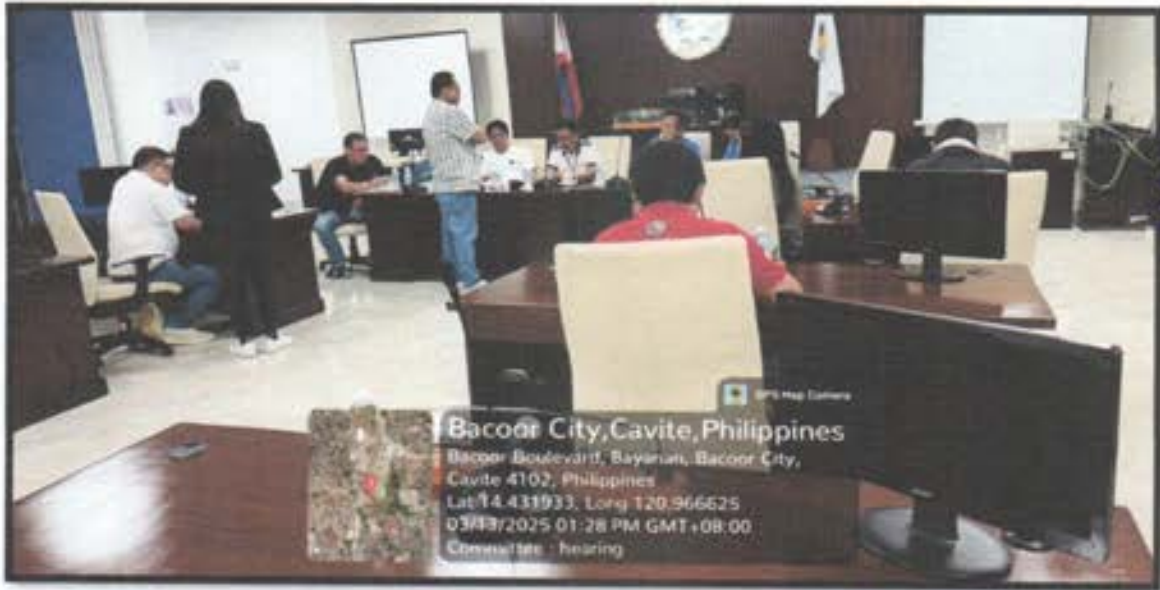




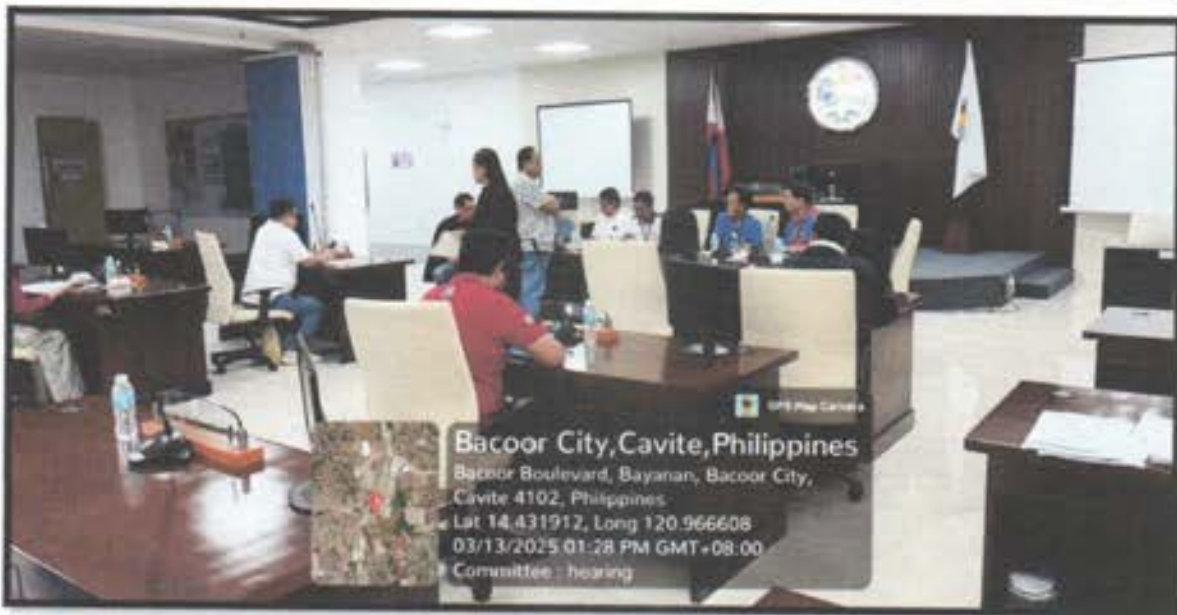
Republic of the Philippines
Province of Cavite
CITY OF BACCOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



CGBR-SPBac-F01.02
01/20/2025



Office of the Sangguniang Panlungsod
Bacoor City, Cavite
03/13/2025
L. S. P. J.



Address: Bacoor Legislative and Disaster Resilience Bldg.
Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite
Telephone: (046) 417-0727
Website: www.bacoorcity.gov.ph



Cert no. 24/181809



Republic of the Philippines
Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



CGBR-SP8ac-F08.02
01/20/2025
AWARDEE
5 Years
in a row!

PCR 777-2025- A RESOLUTION AUTHORIZING MAYOR STRIKE B. REVILLA TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH THE PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICE ADMINISTRATION (PAGASA) REGARDING THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF AN AUTOMATIC RAINFALL/ WATER LEVEL GAUGING EQUIPMENT AND A WARNING POST.

CLERK OF THE SANGGUNIANG PANLUNGSOD
01/15/2025



Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the City Mayor



25 February 2025

HON. CATHERINE SARINO-EVARISTO
Acting Vice Mayor, City of Bacoor
8th Floor, New Bacoor Legislative Building
Bacoor City, Province of Cavite

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY RUTH / 2025
DATE: 2/25/25 TIME: 1:00
BACOOR CITY, CAVITE

THRU: Atty. KHALID A. ATEGA JR.
Sanggunian Panlungsod Secretary
Sangguniang Panlungsod

SUBJECT: REQUEST FOR A CITY RESOLUTION AUTHORIZING THE CITY MAYOR TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND THE PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICES ADMINISTRATION (PAGASA)

Dear Hon. Sarino-Evaristo,

Greetings in the name of public service!

We are respectfully endorsing to your good office a copy of the proposed MEMORANDUM OF AGREEMENT draft between the City Government of Bacoor and the Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA) aiming for the establishment, operation, and maintenance of an automatic Rainfall/Water Level Gauging Equipment and a Warning Post to the City of Bacoor, including the conduct of Information and Education Campaign (IEC) and/or Public Information Drive (PID) in areas or barangays where a station is installed.

These efforts are essential to enable the speedy transmission of hydrological data that will provide an advance information of the upstream areas, as well as the response of the river system to the rainfall intensity, and thus effectively carry-out flood forecasting and warning activities.

In consideration of the foregoing, I respectfully request the esteemed members of the Sangguniang Panlungsod to enact a resolution authorizing the undersigned to enter into and sign the aforementioned Memorandum of Agreement.

Thank you very much.

Respectfully yours,

STRIKE B. REVILLA
City Mayor



BACK





Republic of the Philippines
Province of Cavite
CITY OF BACOOR



BACANG PILIPINAS



OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT LETTER NO. 143, Series of 2025

TO : HON. STRIKE B. REVILLA
City Mayor
Office of the City Mayor

Autographed 3:11 PM
SARAH LAGASCA 2/25/25

SUBJECT : FOR APPROVAL AND SUBSEQUENT ENDORSEMENT TO THE
SANGGUNIANG PANLUNGSOD
Pertaining to the Proposed Memorandum of Agreement between the
City Government of Bacoor and the Philippine Atmospheric,
Geophysical and Astronomical Services Administration (PAGASA)

DATE : 25 FEBRUARY 2025

We are respectfully endorsing to your good office a copy of the proposed **MEMORANDUM OF AGREEMENT (MOA)** draft between the *City Government of Bacoor, Cavite and the Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA)* aiming for the establishment, operation, and maintenance of an automatic Rainfall/Water Level Gauging Equipment and a Warning Post to the City of Bacoor, including the conduct of Information and Education Campaign (IEC) and/or Public Information Drive (PID) in areas or barangays where a station is installed.

The Bacoor Disaster Risk Reduction and Management Office (BDRRMO) and the City Administration Office (CAO) interposes no objections and/or comments to the proposed MOA draft having found the same to be accurate and consistent with the law per their respective letter dated February 21, 2025 and February 19, 2025.

For your convenience, this Office likewise provided a draft letter endorsement to the Sangguniang Panlungsod for the grant of authority to sign the MOA. In line with this, we hereby formally transmit to your good office a copy of the said draft for your review and, if found sufficient, for further endorsement to the Sangguniang Panlungsod, for its appropriate action.

Thank you very much.

Respectfully yours,

[Signature]
ATTY. KIM NYCA R. LOFRANCO
City Legal Officer



SCAN ME



Address: Bacoor Government Center, Bacoor Blvd.,
Prty. Bayanan, City of Bacoor, Cavite
Trunkline 434-1111
Website: www.bacoor.gov.ph



0273

Cert. no. 24/181609



Republic of the Philippines
Province of Cavite
CITY OF BACOOR



Meeting with
AWARDEE
Success

CGCR-DRRM-01.04
01/06/2025

TO : ATTY. KIM NYCA R. LOFRANCO
City Legal Services Officer

SUBJECT : RESPONSE TO ENDORSEMENT LETTER NO. 123 SERIES OF 2025

DATE : 19 February 2025

Mabuhay!

I hope this letter finds you well. I am writing in response to the Endorsement Letter No. 123 Series of 2025, pertaining to the revised proposed Memorandum of Agreement with the Philippine Atmospheric, Geophysical and Astronomical Administration (PAGASA).

After reviewing the revisions, this is to confirm that I have no further comments. Please let me know if anything else is needed from my end.

Thank you very much for your assistance on this matter.

Most respectfully yours,

RICHARD T. QUION, MPA
City Government Department Head I
Local Disaster Risk Reduction & Mngt. Officer

H. Gagnon

2-19-23
2:45 PM



Alcaldia, Bacoor Government Center, Davao Street,
Brgy. Bayanan, City of Bacoor, Cavite
Telephone: 4541111
Website: www.bacoor.gov.ph



Cert no. 24/161509



Republic of the Philippines
Province of Cavite
CITY OF BACOOR
DISASTER RISK REDUCTION & MANAGEMENT OFFICE
BACOOR GOV. PH



CCOOR-DRRMO-01 04
01/09/2025

TO : ATTY. AIMEE TORREFRANCA-NERI
City Administrator

CC : ATTY. KIM NYCA R. LOFRANCO
City Legal Services Officer

SUBJECT : CONFIRMATION OF TECHNICAL DETAILS

DATE : 21 February 2025

Mahuhay!

I hope this letter finds you well. I am writing in regard to the Administrative Memorandum No. 60 Series of 2025, pertaining to the confirmation of technical details in the draft of the Memorandum of Agreement with the Philippine Atmospheric, Geophysical and Astronomical Administration (PAGASA).

After checking the details indicated in Section 1 of the aforementioned MOA, this is to confirm that they are accurate. Should you require further clarification and/or additional information on this matter, please do not hesitate to contact us at (046) 417-0727 or email us at bdrmo@bacoor.gov.ph.

Thank you very much!

Most respectfully yours,

RICHARD T. QUION, MPA
City Government Department Head I
Local Disaster Risk Reduction & Mngt. Officer



Address: Bacoor Government Center, Bacoor Blvd.,
Bagy, Bayanhan, City of Bacoor, Cavite
Telephone: 434-1111
Website: www.bacoor.gov.ph



City no. 24/18100



Republic of the Philippines
Province of Cavite
CITY OF BACOR
CITY ADMINISTRATOR'S OFFICE



LOGON-WALANG-PAALAM
01/22/2025



INDORSEMENT

TO : ATTY. KIM NYCA R. LOFRANCO
City Legal Officer

Office of the City Legal Secy.
RECEIVED
Mr Sablan FEB 20 2025
Romo / Call 3:48 PM

**SUBJECT : COMMENTS AND/OR APPROVAL OF THE DRAFT
MEMORANDUM OF AGREEMENT WITH THE PHILIPPINE
ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL
ADMINISTRATION (PAGASA)**

DATE : 19 FEBRUARY 2025

This has reference to your Endorsement Letter No. 123, Series of 2025, dated 18 February 2025, requesting further comments and/or approval of the proposed Memorandum of Agreement (MOA) by and between the City Government of Bacoor and the Philippine Atmospheric, Geophysical and Astronomical Administration (PAGASA) regarding establishment, operation and maintenance of the rain gauge at the Police Station, Daang Hari, Molino IV, Bacoor City, Cavite, and the water level and warning post at Soldiers Hills, Bacoor City, Cavite, including the conduct of Information and Education Campaign (IEC) and/or Public Information Drive (PID).

Upon careful review thereof, this Office interposes no objections and/or comments thereto having found the same to be consistent with the law.

Contemporaneously, please be informed that this Office has already formally requested the Bacoor Disaster Risk Reduction and Management Office (BDRRMO) to confirm the details indicated in Section of the draft MOA, which we undertake to forward to your office upon receipt thereof.

Thank you.

Respectfully,

ATTY. AIMEE TORREFRANCA-NERI
City Administrator



Address: Bacoor, Cavite (Molino IV), Bacoor City, Cavite
City: Bacoor, Cavite (Molino IV), Bacoor City, Cavite
Telephone: 424-1111
Website: www.bacoor.gov.ph



Cert. no. 24-181609

MEMORANDUM OF AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and entered into this ___ day of _____ 2025 (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICES ADMINISTRATION (PAGASA)**, a Scientific and Technological Service under the **Department of Science of Technology (DOST)**, created under Presidential Decree No. 78, as amended, with principal office address at PAGASA Science Garden Compound, Senator Miriam P. Defensor-Santiago Avenue, Brgy. Central, Quezon City Metro Manila, represented herein by its Administrator, **Dr. NATHANIEL T. SERVANDO**, and hereinafter referred to as "**PAGASA**"

and

The **CITY GOVERNMENT OF BACOOOR**, a local government unit duly organized and existing under the laws of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, City of Bacoor, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. ____ Series of 2025, approved by the City Council of Bacoor dated _____, and hereinafter referred to as "**LGU BACOOOR**"

The term "Party" shall mean PAGASA or LGU BACOOOR, if applicable, while the term "Parties" shall mean PAGASA and LGU BACOOOR, collectively.

WITNESSETH:

WHEREAS, the Philippines has been subjected to numerous weather phenomena and its associated hydrometeorological hazards such as typhoons, storm surges, monsoon rains, floods, flash floods, landslides, soil erosion, and drought, which could be further compounded by human activities and possible dam failures, among others;

WHEREAS, the trend in the frequency of occurrence of these natural hazards, particularly that of flooding, in all parts of the country has become distinctive throughout the years, with exponentially devastating consequences, compelling the national government to put in place a responsive program for flood disaster mitigation thru the establishment of hydrological monitoring facilities covering the major and principal river basins throughout the country that will provide an early warning to the threatened communities;

WHEREAS, the PAGASA is the agency mandated to utilize scientific information in providing bulletins and warnings related to weather and flood through its series of weather, hydrometeorological, and other state-of-the-art monitoring instruments;

WHEREAS, the PAGASA is an early warning agency for hydrometeorological hazards and monitors major and principal river basins in the country, and for each river basin, a series of monitoring equipment was installed which records rainfall and water level on a 10-minute basis;

WHEREAS, the PAGASA will implement the expansion of the network of existing hydrological monitoring facilities in the country, covering the river basins within the Province of Cavite;

WHEREAS, in order to monitor the hydrological condition of the river basins and to provide an early warning in the City of Bacoor, Province of Cavite, there is a need to install an automatic Rainfall/Water Level Gauging Equipment, and a Warning Post to enable the speedy transmission of hydrological data that will provide an advance information of the upstream areas, as well as the response of the river system to the rainfall intensity, and thus effectively carry-out flood forecasting and warning activities;

WHEREAS, the LGU BACCOOR has signified its willingness to provide the necessary assistance and share its resources, specifically stated under the specific obligations of the Parties, for the effective implementation, operation and maintenance, and conduct of other activities that will ensure the optimum utilization and sustainability of the monitoring equipment to be installed;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereunder stipulated, the Parties hereto agreed as follows:

SECTION I SCOPE OF THE AGREEMENT

This Agreement covers the joint undertaking between PAGASA and LGU BACCOOR for the establishment, operation, and maintenance of the following equipment and appurtenant structures, including the conduct of Information and Education Campaign (IEC) and/or Public Information Drive (PID) in areas or barangays where a station is installed, and appropriating funds thereof for the physical maintenance of the stations:

Station Name and Type/Location			Coordinates	
Station Name	Type	Address	Latitude (N)	Longitude (E)
1 Bacoor Molino 4	Rain Gauge	Police Station, Daang Hari, Molino IV, Bacoor, Cavite	14.38203	120.9888
2 Lumbang Bridge	Water Level and Warning Post	Soldier Hills, Bacoor Cavite	14.41737	120.9763

SECTION II SPECIFIC OBLIGATIONS OF THE PARTIES

A. OBLIGATIONS OF THE LGU BACCOOR. The LGU BACCOOR shall:

1. Provide or extend assistance to PAGASA during the duration of the project implementation, particularly during hydrographic surveys, installation, and commissioning or testing of the monitoring equipment;
2. Allow PAGASA to install the monitoring and warning equipment and other facilities necessary for the operation of the aforementioned stations as enumerated in Section I of this Agreement;
3. Assist PAGASA in securing the necessary permits and/or clearances from other government agencies, such as the Department of Public Works and Highways (DPWH) and/or the Department of Education (DepEd) for the construction and/or installation of automatic Rainfall/Water Level Monitoring Equipment and Warning Posts, and other peripherals necessary for the operation of the aforementioned stations, including the perimeter fence;
4. Designate a Focal Person(s) who will assist PAGASA in all the activities relative to the project implementation, as well as oversee that appropriate physical maintenance and provision of security to the Rainfall/Water Level Monitoring Stations and Warning Posts are undertaken after the installation and commissioning or testing phase of installed equipment;
5. Provide assistance to PAGASA in the conduct of Operation and Maintenance (O&M) activities for the Rainfall/Water Level Monitoring and Warning Post, including the construction of perimeter fence;
6. Allow PAGASA personnel in whatever endeavors that will be conducted by the Hydrologists/Telecommunication Engineers/ Technicians, i.e., in the quarterly or emergency maintenance works for these stations;
7. Allocate sufficient funds to cover monthly service fees (and related local fees) for the communication aspects of the remote stations (composed of rainfall /water level gauges/flow meter and warning stations) after the warranty period;
8. Assist PAGASA in the conduct of Information and Education Campaign (IEC)/Public Information Drive (PID) at the barangay level on the use and benefits of the Rainfall and Water Level/Flow Meter Monitoring Stations and Warning Posts that will be put in place;
9. Assist in ensuring the safety, security, and protection of the Rainfall and Water Level Monitoring/Flow Meter and Warning Post stations and its peripherals against any unlawful act of pilferage, vandalism, and other analogous circumstances;
10. Submit written or electronic Status Report to PAGASA officials, through its Hydro-Meteorology Division, in the event of a system breakdown, theft, and vandalism so that appropriate measures can be executed; and
11. Coordinate or notify PAGASA officials in writing through its Hydro-Meteorology Division before undertaking any renovation or construction near the stations that could adversely affect the operation of these stations.

B. OBLIGATIONS OF PAGASA. The PAGASA shall:

1. Make all the necessary representations to the concerned authority and/or donor agency regarding the funds that will be utilized for the establishment of flood early warning system in the City of Bacoor, Province of Cavite;
2. Secure the necessary permits and other government-required documents for the shipment of the equipment from the donor agency in South Korea;
3. Provide assistance in the installation of the automatic Rainfall/Water Level Monitoring Equipment and Warning Posts and other peripherals necessary for the operation of the said stations, including the perimeter fence;
4. Jointly undertake the regular and/or emergency maintenance works of the station with the LGU BACCOOR, through its Bacoor City Disaster Risk Reduction and Management Office (BDRRMO);
5. Coordinate with the concerned BDRRMO and/or of any activities relative to the conduct of the maintenance works in order that proper assistance could be extended by the LGU BACCOOR when necessary;
6. Jointly conduct an Information and Education Campaign (IEC)/Public Information Drive (PID) with LGU BACCOOR at the barangays where a station is installed, as this will set forth the communities' level of awareness on the importance of the installed equipment and instill in these barangays a sense of ownership for these stations;
7. Facilitate the provision of free access of pertinent data from the Early Warning System (EWS) to be established in support to the Disaster Risk Reduction and Management activities of the LGU BACCOOR; and
8. Coordinate with the LGU BACCOOR of any improvements or termination of operation of any of the aforementioned stations.

**SECTION III
OWNERSHIP OF PROPERTY**

Any equipment, instruments, funds, capital investments, and other analogous items contributed by either of the Parties shall remain the property of the contributing Party. Should either of the Parties decide to terminate this Agreement, the disposition of all assets shall be decided upon by the Parties to this Agreement.

**SECTION IV
EFFECTIVITY, DURATION, AND AMENDMENTS**

This Agreement shall take effect immediately upon the signing by the Parties and shall remain in effect unless otherwise terminated as agreed upon by the Parties concerned.

This Agreement may be amended on such terms and conditions as may be agreed upon by the Parties. The amendment agreed upon, if any, shall be put in writing in order that it will be binding on the Parties. It is also understood that the rights or obligations pertaining to the Host LGU shall, upon the election of a new

government official, be automatically assigned to it without need of any amendment and/or supplementary agreement hereto.

SECTION V TERMINATION

The Parties reserve the right to terminate this **Agreement** upon their mutual consent or when technical reasons or public safety so demand, in which case, the other Party should be notified in writing of such action at least ninety (90) days prior to the actual date of termination of this Agreement.

SECTION VI REPRESENTATION, WARRANTIES, AND INDEMNITIES

The Parties represent and warrant to each other that they respectively have full power, authority, and legal right to execute and perform their obligations under this Agreement, that they have all the necessary approvals, consents, authorization, and other legal action for the due execution, delivery, and performance of this Agreement, and that this Agreement constitutes their legal, valid, and binding obligations enforceable in accordance with its terms.

Each Party to this Agreement shall in no way be liable for the acts and default of the other Party. Further, each Party holds the other free and harmless from any claim of liability of any nature arising from the act or omission of the former in connection with the implementation of the Project.

The Parties agree that no partnership or agency relationship exists between them. Neither Party is authorized to act as agent or representative of the other to any contract, incur any obligation or liability for the other Party, or commit the other Party in any way to any such transaction or Agreement that will give rise to any obligation or liability on its part.

The Parties warrant that neither they nor their representatives have offered any government officer any consideration or commission of this Agreement, nor have they or their representatives exerted or utilized any corrupt or unlawful influence to secure or solicit this Agreement for any consideration or commission. Should any commission be paid to a private person, the Parties shall disclose the name of the person and the amount being paid. Any material violation of this warranty shall constitute sufficient ground for cancellation of this Agreement without prejudice to the filing of civil or criminal action under the Anti-Graft and Corrupt Practices Act and other applicable laws against the Parties/or their representatives.

SECTION VII MISCELLANEOUS PROVISIONS

- 1. ENTIRE AGREEMENT AND INTEGRATION.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this

Agreement.

2. **AUTHORITY.** Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it and that it has the power and authority to enter into it.
3. **GOOD FAITH.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.
4. **ASSIGNMENT.** Either Party is strictly prohibited from assigning this Agreement, as well as the performance of any obligation or undertaking made herein, to any third party without obtaining the prior written consent of the other Party. Either Party cannot assign this Agreement without the written consent of the other Party to any successor by way of any merger, consolidation, or other corporate reorganization of such Party, or sale of all or substantially all of the assets of such Party, provided that such successor assumes, or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement. No assignment, with or without such consent, will relieve either Party from its obligations under this Agreement.
5. **BINDING EFFECT.** The covenants and conditions contained in this Agreement shall apply to and bind the Parties, as well as their successors and permitted assigns.
6. **GOVERNING LAW and VENUE OF SUITS.** This Agreement shall be governed by the laws of the Republic of the Philippines, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this MOA shall be subject to the exclusive jurisdiction of the courts of Quezon City or Bacoor City, at the option of the plaintiff, to the exclusion of all other venues.
7. **CUMULATIVE RIGHTS.** The Parties' rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise provided by law.
8. **WAIVER.** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this MOA.
9. **HEADINGS.** The titles to the provisions in this Agreement are for convenience or reference only and shall not in any way affect the interpretation thereof.
10. **SEVERABILITY.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
11. **NOTICE.** Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

12. **COUNTERPARTS SIGNING.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement as of the date and at the place set forth above.

**PHILIPPINE ATMOSPHERIC,
GEOPHYSICAL AND ASTRONOMICAL
SERVICES ADMINISTRATION
(PAGASA)**

**CITY GOVERNMENT OF
BACOR**

By:

By:

NATHANIEL T. SERVANDO, Ph. D.
Administrator

STRIKE B. REVILLA
City Mayor
City Resolution No. ____
Series of 2025

SIGNED IN THE PRESENCE OF

For **PAGASA**

For **LGU BACOR**

ROY A. ABADILLA
Weather Services Chief
Hydro-Meteorology Division

RICHARD T. QUION
City Government Department Head
BDRRMO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BEFORE ME, a Notary Public, this ___ day of _____, 2025 **personally** appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
NATHANIEL T. SERVANDO, Ph. D.		

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged the same to be their free and voluntary act and deed as well as those of the corporation and instrumentality of the Government herein represented.

This instrument, consisting of _____ (____) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year, and place above written.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2025.