



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE F. SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BAUTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor



CITY RESOLUTION NO. 2025-681

Series of 2025

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

Sponsored by:

Hon. Levy M. Tela

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Randy C. Francisco, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, and Hon. Michael E. Solis.

WHEREAS, on 25 February 2025, the Office of the City Mayor sent an endorsement letter to the Sangguniang Panlungsod requesting to pass a resolution authorizing the City Mayor to sign a Memorandum of Agreement (MOA) between the City Government of Bacoor and the Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA).

WHEREAS, the said agreement aims to establish, operate and maintain an Automatic Rainfall/Water Level Gauging Equipment and a Warning Post within 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 will be installed.

WHEREAS, the Office of the City Mayor submitted a draft Memorandum of Agreement (MOA) to the Sangguniang Panlungsod for its review and consideration. The proposed Memorandum of Agreement is hereby



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BAUTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor



deemed incorporated into and made a part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Hon. Levy M. Tela, unanimously seconded by the members present in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize Mayor Strike B. Revilla to sign a MOA on behalf of the City Government of Bacoor with the Philippine Atmospheric, Geophysical And Astronomical Services Administration (PAGASA).

RESOLVED LASTLY, to furnish the Office of the City Mayor, the PAGASA, and all concerned government offices with copies of this resolution.

APPROVED unanimously this 17th day of March 2025 at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was duly approved in accordance with law.

Certified by:

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

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor



ANNEX "A"

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 BACOR, 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 BACOR"**

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

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.