

**ALVIN G. ZAMORA**  
Municipal Vice Mayor  
*Presiding Officer*

## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (hereinafter referred to as "**Agreement**") is made and executed by and between:

The **LOCAL GOVERNMENT UNIT OF LA LIBERTAD** and with office address at **GOVERNMENT CENTER, POBLACION, LA LIBERTAD**, represented herein by **ROMEO J. MEJIAS**, in her capacity as the **MUNICIPAL MAYOR**, herein referred to as the "**LGU- LA LIBERTAD**."

-and-

The **PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICES ADMINISTRATION (PAGASA)**, a national government agency duly organized and existing under Philippine Laws with principal office address at Science Garden Compound, BIR Road, Barangay Central, Diliman, Quezon City, represented by **DR. VICENTE B. MALANO**, in his capacity as ADMINISTRATOR, now and hereinafter referred to as the "**PAGASA-DOST**".

### WITNESSETH:

**WHEREAS**, the **PHILIPPINE ATMOSPHERIC, GEOPHYSICAL AND ASTRONOMICAL SERVICES ADMINISTRATION (PAG-ASA)**, is implementing the Automatic Weather Station (AWS) at an area located at the **LOCAL GOVERNMENT UNIT OF , LA LIBERTAD**;

**WHEREAS**, **PAGASA-DOST** is the national/meteorological agency mandated to provide meteorological services in the country and to develop important innovations utilizing new and high information and communication technology specially in weather forecasting and warning services to mitigate loss of life and property for economic development and enhancement of the delivery of services to the people;

**WHEREAS**, the **PAGASA-DOST**, in fulfilling this mandate, is desirous to establish and operate an **Automatic Weather Station (AWS)** equipment within the premises and proposes to utilize a certain portion of the above parcel of land for purpose/s stated in this Agreement;

**WHEREAS**, in support to the **PAGASA-DOST's** proposal and acknowledging the benefits this Project would serve to protect the citizenry from the effects of natural calamities brought about by adverse weather condition and from the effect of climate change, the **LGU-LA LIBERTAD** hereby allows the **PAGASA-DOST** under this **AGREEMENT**, gratis et amore, to utilize a portion of the above parcel of land, the exact location of which is to be agreed between the **LGU-LA LIBERTAD** and the **PAGASA-DOST** and identified in the Sketch Plan, hereto attached and made an integral part of this Instrument as Annex "A".

**NOW THEREFORE**, for and in consideration of the foregoing and the awareness of the **LGU-LA LIBERTAD** of the equally important public service that the **PAGASA-DOST** will perform and discharge most especially to the people of the Municipality of **LA LIBERTAD, ZAMBOANGA DEL NORTE** the **PARTIES** hereby agree as follows:

### **SECTION 1. Location and Physical Dimension of the AWS**

The **Automatic Weather Station (AWS)** will occupy a total land area of **Thirty-Six square meter (36 sq. m)**, more or less, of the subject parcel of land **OCT NO. P-1010, LOT NO. 1620**. The establishment and installation of the AWS includes the enclosure thereof and installation of other basic weather instruments and communication facilities necessary for its full operation.

### **SECTION 2. Use of the Property**

The **PAGASA-DOST** shall use the property exclusively for the establishment and operation of an **Automatic Weather Station (AWS)** and other ancillary services in fulfillment of its mandate. The development/construction of ancillary services shall require prior approval from the **LGU-LA LIBERTAD**.

### **SECTION 3. Responsibilities of the Parties**

#### **3.1 The LGU-LA LIBERTAD shall:**

- 3.1.1 Make available for use a specific portion of the above-described parcel of land located at LOCAL GOVERNMENT UNIT OF **LA LIBERTAD, ZAMBOANGA DEL NORTE**;
- 3.1.2 Allow the **PAGASA-DOST** to establish, install and operate an Automatic Weather Station (AWS), and other weather instruments;
- 3.1.3 Assist PAGASA-DOST in the installation and establishment of the Automatic Weather Station (AWS) and in commissioning a qualified caretaker of the equipment to be assigned by the **LGU**;
- 3.1.4 Allow the free use of the subject property for as long as the same is devoted exclusively for the purposes of fulfilling the mandate of the **PAGASA-DOST**;
- 3.1.5 Warrant that any future site development in the area which may involve the specific area where the AWS will be installed within the effectivity of this **AGREEMENT** shall not affect the operation of the automatic weather station.
- 3.1.6 Authorize the **PAGASA-DOST** to commence the installation of the Automatic Weather Station (AWS) upon execution of this **AGREEMENT**.

#### **3.2 The PAGASA-DOST shall:**

- 3.2.1 Undertake, at its own expense, the planning, site location and establishment and installation of an Automatic Weather Station

(AWS) and other facilities necessary for its full and effective operation;

3.2.2 Assume all costs and expenses relative to the establishment and installation of the Automatic Weather Station (AWS);

3.2.3 Assume full responsibility for the operation and maintenance of the Automatic Weather Station (AWS);

3.2.4 Shall preserve the property's form and substance in accordance with the terms and conditions of this **AGREEMENT**.

#### **SECTION 4. Turnover of Property**

The **PAGASA-DOST** shall conduct a survey and identify the lot monuments on the ground, to be approved by the **LGU-LA LIBERTAD**. After the survey, the **LGU-LA LIBERTAD** or its duly authorized representative/s shall execute a written certification that it has ascertained the accuracy of the placement and description of monuments. The conduct of the survey and the corresponding issuance of the said certification shall be construed as actual knowledge on the part of the **PAGASA-DOST** of the metes and bounds of the Property.

Upon the issuance of the aforementioned certification, as approved by the **LGU-LA LIBERTAD**, the **PAGASA-DOST** shall thereafter be responsible in securing the area. The certification of the metes and bounds from the **PAGASA-DOST** shall be deemed incorporated in this **AGREEMENT**.

#### **SECTION 5. Effectivity and Duration**

The implementation of all terms and conditions of this **AGREEMENT** shall take effect upon signing by the **Parties** and shall remain in force and effect as long as the subject property will serve the purpose for which it is intended under this **AGREEMENT**; unless, earlier rescinded for a cause.

#### **SECTION 6. Repealing Clause**

The provisions of this **AGREEMENT** may be amended upon mutual agreement by the **Parties**.

In the same manner, all prior agreements between the **LGU-LA LIBERTAD** and the **PAGASA-DOST** inconsistent herewith are hereby deemed amended, modified or repealed accordingly.

#### **SECTION 7. Non-waiver of Rights**

The failure of one Party to insist upon a strict performance of any of the terms, conditions and covenants hereof, shall not be deemed as relinquishment or waiver of any right/remedy that said Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms or conditions.

## SECTION 8. Termination Clause

The **PARTIES** may terminate this **AGREEMENT** when the need so arise or when Public Policy so demands. The initiating party shall serve notice to the other party at least six (6) months prior to the actual date of termination.

Upon termination of this **AGREEMENT**, the possession of the subject land shall ipso facto be reverted to the **LGU-LA LIBERTAD** and all improvements, permanent or otherwise, shall automatically become the property of the **LGU-LA LIBERTAD**, except the ownership of all communication and meteorological equipment and related accessories installed under this **AGREEMENT**, which shall remain with the **PAGASA-DOST**.

**IN WITNESS WHEREOF**, the parties have been hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021 in \_\_\_\_\_, Philippines.

**LOCAL GOVERNMENT OF \_\_\_\_\_**  
(LGU-\_\_\_\_\_)

**PHILIPPINES ATMOSPHERIC,  
GEOPHYSICAL AND  
ASTRONOMICAL SERVICES  
ADMINISTRATION  
(PAGASA-DOST)**

By:

By:

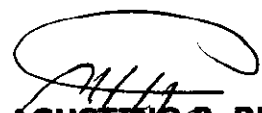
  
**ROMEO J. MEJIAS**  
Municipal Mayor

**VICENTE B. MALANO, Ph.D.**  
Administrator

Signed in the Presence of:

  
**ANNABELLE M. PAMERON**  
Municipal Local Civil Registrar

**LANDRICO U. DALIDA JR. PH.D.**  
Deputy Administrator for Operations and Services

  
**ENGR. AGUSTINO B. RELUYA JR.**  
Municipal Engineer

**ANTHONY JOSEPH R. LUCERO, M.Sc.**  
Weather Services Chief, Mindanao-PRSD



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF-----) S.S.  
MUNICIPALITY OF-----)


**BEFORE ME**, a Notary Public for and in the Dipolog City, this  
\_\_\_\_\_ day of 15 SEP 2021 2021 personally appeared the following persons  
with the corresponding Government issued IDs:

Name	Competent Evidence of Identity	Date Issued	Place Issued
<b>VICENTE B. MALANO, Ph.D.</b>	PAGASA ID NO. 571	12-06-1992	QUEZON CITY
<b>ROMEO J. MEJIAS</b>	SC ID# LA LR-18-0088		

both known to me to be the same persons who executed the foregoing  
**MEMORANDUM OF AGREEMENT** and they acknowledged to me that the same is  
their own, free and voluntary act and deed as well as that of the entity represented.

This instrument consists of five (5) pages including this page on which this  
Acknowledgment is written and has been duly signed by the parties and their  
witnesses.

**WITNESS MY HAND AND SEAL** this 15 SEP 2021 at Dipolog City,  
Philippines.

  
**SENEN O. ANGELES**  
Notary Public  
NOTARY PUBLIC  
Until December 31, 2022  
PTR No. 2171499 CD  
December 11, 2020, Dipolog City  
TIN 114-659-413  
Notarial Commission No. 07-2021

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