



Republic of the Philippines
PROVINCE OF SURIGAO DEL SUR
TANDAG CITY



Provincial Governor's Office

July 15, 2026

THE HONORABLE MEMBERS
Office of the Provincial Council
This Province

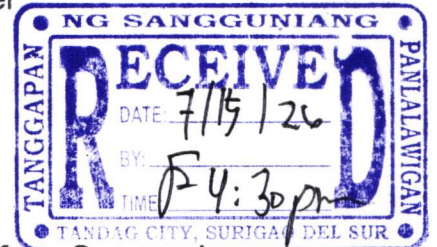
RELEASED
PROVINCIAL GOVERNOR'S OFFICE
SIGNATURE OVER PRINTED NAME
CONTROL NO: DATE: 7-15-26 TIME: 4:10 PM

Thru: **HON. RUEL D. MOMO**
Acting Vice Governor & Presiding Officer

Sir:

Greetings!

May we respectfully request the **URGENT** passage of a Sangguniang Panlalawigan Resolution authorizing the Acting Provincial Governor to enter into and sign a Memorandum of Agreement (MOA) with the Philippine Amusement and Gaming Corporation (PAGCOR), represented by its Chairman and Chief Executive Officer, Alejandro H. Tengco, for the grant of financial assistance in the amount of Two Million Eight Hundred Thousand Pesos (P2,800,000.00).



Truly yours,



PROVINCE OF SURIGAO DEL SUR
Office of the Secretary to the Sangguniang Panlalawigan

Tel. No.: 086-2115832
Email: ossp@surigaodelsur.gov.ph
OSSP-26-06076

MANUEL O. ALAMEDA, SR.
Acting Provincial Governor

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** (hereinafter referred to as the "**MOA**" for brevity) is made and executed this _____ in the City of _____ by and between:

THE PARTIES:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION, a government-owned and controlled corporation duly organized and existing pursuant to *Presidential Decree (PD) No. 1869*, as amended, with address at PAGCOR Corporate Office, MET Live Building, Central Business Park 1-A, Macapagal Boulevard cor. EDSA Extension, Pasay City, 1300, herein represented by its **Chairman and Chief Executive Officer, ALEJANDRO H. TENGCO**, hereinafter referred to as "**PAGCOR**";

and

PROVINCIAL GOVERNMENT OF SURIGAO DEL SUR, a local government unit with office address at Provincial Capitol, Capitol Hills, Telaje, Tandag City, Surigao del Sur, 8300, herein represented by its **Provincial Governor JOHNNY T. PIMENTEL**, duly authorized for this purpose as per Sangguniang Panlalawigan Resolution No. 502-25, Series of 2025, dated November 25, 2025, hereto attached as "Annex A", hereinafter referred to as "**PGSS**";

Each of **PAGCOR** or **PGSS** may hereinafter be referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**".

RECITALS:

WHEREAS, PAGCOR, through its Board of Directors (BOD), in compliance with pertinent laws, is authorized to allocate and distribute the earnings of **PAGCOR** earmarked to finance infrastructure, socio-civic and social impact projects, such as, but not limited to, flood control programs, beautification, sewerage and sewage projects, nutritional and population control programs, health and medical projects, the restoration of damaged or destroyed facilities due to calamities and such other essential public services;

WHEREAS, PAGCOR may also perform such other powers, functions and duties as may be directed and authorized by the President of the Philippines;

WHEREAS, PAGCOR, in attaining its mandate under its Charter, *PD No. 1869*, as amended, is willing to entrust public funds to qualified institutions to aid in the delivery of social welfare and development programs and services, in accordance with law;

WHEREAS, the PGSS is willing and able to manage grants/donations from **PAGCOR** in pursuit of its mandate, subject to liquidation, as provided for by law;

WHEREAS, on November 6, 2025, the **PAGCOR** BOD approved the grant of financial assistance in the amount of **Two Million Eight Hundred Thousand Pesos (Php2,800,000.00)** in favor of the **PGSS**, for the provision of an Anesthesia Machine intended for Bislig City District Hospital in Bislig City, Surigao del Sur.

NOW, THEREFORE, in view of the foregoing premises, and subject to the undertakings hereinafter provided, the **PARTIES** hereto have agreed on the following:

1. **PAGCOR**, in compliance with the relevant government accounting and auditing rules and regulations and pertinent laws, grants by way of financial assistance to **PGSS**, the total amount of **TWO MILLION EIGHT HUNDRED THOUSAND PESOS (Php2,800,000.00)**, herein referred to as the "**GRANT**".

The **GRANT** shall include all applicable taxes, fees and charges required by the government. The **PGSS** shall hold **PAGCOR** free from liability for any and all taxes, fees and charges arising out of the **GRANT**.

The **PGSS** shall issue an Official Receipt/Sales or Service Invoice to **PAGCOR** for the **GRANT**, and shall record the same, as prescribed in government accounting and auditing rules and regulations, as income from grants and donations or any applicable income account.

2. The **GRANT** shall be exclusively used/utilized for the procurement of Anesthesia Machine intended for Bislig City District Hospital in Bislig City, Surigao del Sur (hereinafter referred to as the purpose of the **GRANT**). Said **GRANT** shall be utilized within twelve (12) months from receipt thereof.
3. The **PGSS** shall return to **PAGCOR** the unutilized and/or remaining portions of the **GRANT** after the lapse of the period to utilize the same, as provided under Section 2 above.
4. The **PGSS**, and its accountable officers, shall be responsible for and in charge of receiving and utilizing the **GRANT**, and shall be jointly and solidarily liable therefor.

The **PGSS**, and its accountable officers, shall also be jointly and solidarily liable in the event that the **PGSS** fails to accomplish the purpose of the **GRANT** and/or for any material violation of the provisions of this **MOA**. Moreover, the **PGSS** shall also be disqualified from applying for another **GRANT** from **PAGCOR** in the event that they fail to accomplish the purpose of the **GRANT** and/or for any material violation of the provisions of this **MOA**.

5. The **PGSS** shall, within thirty (30) days after the utilization period or the completion of the purpose of the **GRANT**, submit to **PAGCOR** a completion report accompanied by pictures and pertinent documents, together with a fund utilization report showing the expenses incurred and the disbursement of the **GRANT**, duly certified by the Chief Accountant and approved by the Provincial Governor.

The **PGSS** shall also submit all documents and reports required by **PAGCOR** within five (5) working days upon receipt of notice.

6. **PAGCOR** may, on its own, revoke, rescind or decrease the **GRANT**, at any time for any cause.
7. If any provision hereof is prohibited or made unenforceable under any applicable law, or is declared so by a competent court, the same shall not affect the other provisions of this **MOA**, which shall remain valid and enforceable.

8. No terms and conditions of this **MOA** shall be deemed waived, and no breach or default excused unless such waiver or excuse shall be in writing and signed by the **PARTY** affected.
9. The **PARTIES**, waiving for this purpose any other venue, hereby agree that the courts of the City of Pasay shall be the exclusive venue of any and all actions or suits between them, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for the declaration of nullity of this **MOA** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **MOA** in its entirety or in part.
10. The **PGSS** shall indemnify, defend, and hold **PAGCOR** free from any claim, cause of action, liability, responsibility and suit, relative to the purpose of the **GRANT**.

IN WITNESS WHEREOF, the **PARTIES** have hereunto signed this **MOA** on this _____, in the City of _____.

**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION**
T.I.N. 000-887-972-000

**PROVINCIAL GOVERNMENT OF
SURIGAO DEL SUR**
T.I.N. 000-561-978-000

Represented by:

Represented by:

ALEJANDRO H. TENGCO
Chairman and Chief Executive Officer
T.I.N. 114-275-668-000

JOHNNY T. PIMENTEL
Provincial Governor
T.I.N. 102-223-050-00000

SIGNED IN THE PRESENCE OF:

ERIC I. BALCOS
Assistant Vice President, CRSD

MARJORIE PAGARAN
Assistant Provincial Administrator

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, for and in the above jurisdiction this _____ day
of _____, 2026 personally appeared:

NAME	GOVERNMENT ISSUED I.D	DATE ISSUED/ VALID UNTIL
ALEJANDRO H. TENGCO	Passport No. P0803246C	July 5, 2022 / July 4, 2032

known to me to be the same person who executed the foregoing **MOA**, consisting of **five (5) pages**, including the page wherein this Acknowledgement is written, and acknowledged before me that the same is his free and voluntary act and deed and of the entity he represents.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2026.

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public, for and in the above jurisdiction this _____ day
of _____, 2026 personally appeared:

NAME	GOVERNMENT ISSUED I.D	TIN Issuance Date
JOHNNY T. PIMENTEL	Bureau of Internal Revenue TIN ID	January 20, 2000

known to me to be the same person who executed the foregoing **MOA**, consisting of **five (5) pages**, including the page wherein this Acknowledgement is written, and acknowledged before me that the same is his free and voluntary act and deed and of the entity he represents.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above written.

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