





## MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** (hereinafter referred to as the "Agreement" 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 No. 1869, as amended, with address at **PAGCOR** Executive Office, 5F New Coast Hotel Manila, 1588 M. H. Del Pilar corner Pedro Gil Sts., Malate Manila, herein represented by its President and Chief Operation Officer, **ALFREDO C. LIM**, hereinafter referred to as "**PAGCOR**";

and

**CITY GOVERNMENT OF NAGA, CAMARINES SUR**, a **Local Government Unit**, duly organized and existing pursuant to the laws of the Republic of the Philippines, with office address at Naga City Hall Compound, J. Miranda Avenue, Concepcion Pequeña, Naga City, Camarines Sur, represented herein by its City Mayor, **NELSON S. LEGACION**, duly authorized for this purpose as per Sangguniang Panlungsod Resolution No. 2021-384 dated August 17, 2021, hereto attached as Annex "A", hereinafter referred to as "**LGU**";

### RECITALS:

**PAGCOR** is authorized under its charter to allocate and distribute its earnings 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;

**PAGCOR**, in attaining its mandate under its Charter, Presidential Decree 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;

In order to address the perennial problem encountered during the onslaught of natural and man-made calamities and disasters, **PAGCOR** and the **LGU** agreed to cooperate in the construction of a **MULTI-PURPOSE/EVACUATION CENTER (MP/EC)** (hereinafter referred to as the purpose of the "**Grant**") to provide a safer shelter for citizens who are forced to abandon their homes or environs;

**WHEREAS**, on June 3, 2021, the **PAGCOR** Board of Directors approved the grant of financial assistance in the amount of **Fifty Million Pesos (Php50,000,000.00)** in favor of **CITY GOVERNMENT OF NAGA, CAMARINES SUR** for the construction of the **Multi-Purpose/Evacuation Centers**.

NOW, THEREFORE, in view of the forgoing premises, the Parties hereto have agreed, as follows:

1. **PAGCOR**, in compliance with the relevant government accounting and auditing rules and regulations and pertinent laws, shall provide a total amount of Fifty Million Pesos (Php50,000,000.00) "**Grant**" to the **LGU** for the construction of the **Scheme 3 MP/EC**.



All applicable taxes, fees and charges required by the government are included in the Grant and the LGU shall hold **PAGCOR** free from liability for any and all taxes, fees and charges arising out of the financial allocation.

The LGU shall issue an Official Receipt to **PAGCOR** upon receipt of the **Grant** and shall record the same as income from grants and donations or any applicable income account.

2. The **Grant** shall be utilized for a period of **365 days** from the receipt thereof and be used exclusively for the construction of the **MP/EC** in accordance with pertinent and existing laws, guidelines and regulations issued by Commission on Audit (COA).

The purpose of the **Grant** shall be implemented and administered by the **LGU** in accordance with the Technical Specifications provided by **PAGCOR** and the approved plans, program of works, cost and construction timeline agreed upon.

The **Grant** shall be released to the **LGU** in three (3) tranches:

- a. The first tranche amounting to Twenty-Five Million Pesos (Php25,000,000.00) shall be given upon signing of this MOA;
- b. The second tranche amounting to Twelve Million Five Hundred Thousand Pesos (Php12,500,000.00) shall be released after completion of 50% of the utilization report of the initially disbursed **Grant**; and
- c. The remaining Php12,500,000.00 shall only be released after completion of 75% of the **Grant** and submission of necessary reports and documents, and full utilization of the partially disbursed **Grant**.

The **LGU** and **PAGCOR** shall jointly conduct an inspection of the completed works prior to the release of the subsequent tranches of the **Grant**.

3. The **LGU** shall meet the following criteria to qualify for the program:

- A. Proposed beneficiaries belonging to 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> class municipalities shall be given priority. On proposed sites located in the cities and 1<sup>st</sup> and 2<sup>nd</sup> class municipalities, consideration may be given if said sites belong to calamity prone areas based on data provided by experts such as, the NDRRMC, DPWH and the like, or their local counterparts;
- B. On municipalities and cities with existing evacuation centers, specific locations of the existing Multi-Purpose/Evacuation Center (MP/EC) should be disclosed to **PAGCOR** to prevent duplication of the purpose.
- C. Proposed site should have buildable space suitable for their corresponding MP/EC Scheme, to wit:
  - i. Scheme 1 – 875 square meters
  - ii. Scheme 2 – 1,575 square meters
  - iii. Scheme 3 – 2,000 square meters
- D. Submit proof of land ownership and certification from **LGU** that there is no adversarial claim on the property identified as proposed site for MP/EC should be provided to **PAGCOR** by the **LGU**; and



E. The proposed site should have existing access road, water lines and power lines, and sewerage system.

4. **PAGCOR** shall only provide a total of Fifty Million Pesos (Php50,000,000.00) for the purpose of the **Grant**. In the event that the cost of the purpose of the **Grant** exceeds Fifty Million Pesos (Php50,000,000.00), the **LGU** undertakes to complete and finish the purpose using its own funds/resources and within the time prescribed in the Purpose Construction Plan. A Sangguniang Panlungsod Resolution expressing conformity with this provision shall be submitted by the **LGU** to **PAGCOR**.
5. **PAGCOR** shall provide for the design and Technical Specifications of the **MP/EC**. The **LGU**, on the other hand, shall provide for the site where the **MP/EC** will be constructed at **Brgy. Balatas, Naga City, Camarines Sur**, subject to the approval of **PAGCOR**.

The **LGU** shall ensure that the Site is vacant and available. The Site may either be owned by the government or a private entity. In case the Site is owned by a private entity, a Deed of Donation or a Usufruct Agreement for the use of the land for a specified period must be executed in favor of the **LGU** prior to the implementation of the purpose of the **Grant**. A date certain should be indicated in the usufruct agreement.

The Clearing of the Site, including but not limited to demolition of any existing structures and relocation of informal settlers, shall be undertaken by and for the account of the **LGU**.

The **LGU** shall warrant and ensure peaceful delivery, as well as peaceful, continuous and undisturbed possession and occupancy of the Site prior to the construction and after completion and turn-over of the **MP/EC** building.

The **LGU** also undertakes to comply with the Government Procurement Reform Act (RA 9184), as well as to obtain the necessary structural, legal and documentary requirements and to secure that all the required permits, licenses and certificates, including, but not limited to, construction, excavation, fencing, building and occupancy permits, for the construction, completion and turn-over of the **MP/EC** building.

The Head of the **LGU** as the Head of the Procuring Entity (HOPE) shall ensure the **LGU's** compliance with RA 9184 and its Implementing Rules and Regulations, rendering **PAGCOR** free and harmless from any civil, administrative and civil liabilities in the event of non-compliance.

The **LGU** shall give **PAGCOR** full and complete access to the procurement activities relative to the purpose of the **Grant** and the progress of the construction thereof. The **LGU** shall submit to **PAGCOR** a copy of all contracts awarded for the construction of the **MP/EC** building and any and all documents relative thereto, within fifteen (15) days from the execution thereof.

In addition, the **LGU** shall also submit to **PAGCOR** a monthly status report of the progress of the purpose of the **Grant**.

6. **PAGCOR** may, on its own, revoke, rescind or decrease the **Grant**, at any time for any cause.

Any excess of the purpose of the **Grant** not utilized by the **LGU** and/or portions of the **Grant** remaining after the revocation, rescission or completion of the purpose of the **Grant** shall be returned by the **LGU** to **PAGCOR**. All other documents which may be required by **PAGCOR** shall also be submitted by the **LGU** within the time prescribed by **PAGCOR**.





7. The **LGU** shall, within thirty (30) days after the completion of the purpose of the **Grant** submit to **PAGCOR** a completion report accompanied by pictures and pertinent documents, together with the utilization report showing the expenses incurred and the disbursement of the **Grant**, duly certified by the Chief Accountant and approved by the Head of the Agency/Government Organization.
8. **PAGCOR** reserves the right to monitor the progress of the procurement process as well as the construction of the **MP/EC**.

A final inspection shall be jointly undertaken by the **LGU** and **PAGCOR** prior to the issuance of the Certificate of Completion of the purpose of the **Grant** and turn-over of the **MP/EC** to the **LGU**. Thereafter, the **LGU** shall take possession and accept the **MP/EC**, and issue a Certificate of Acceptance to **PAGCOR**.

The **LGU** shall be responsible for the site development, maintenance, repairs and other related expenses for the upkeep of the **MP/EC**.

9. The **LGU**, and its accountable officers, shall be responsible for and in charge with receiving and utilizing the **Grant** and they shall be held jointly and solidarily liable therefor.

The **LGU**, thru its accountable officers, shall also be jointly and solidarily liable in the event that the **LGU** fails to accomplish the purpose of the **Grant** and/or for any material violation of the provisions of this Agreement. Moreover, the **LGU** shall also be disqualified from applying for another grant from **PAGCOR** in the event that the **LGU** fails to accomplish the purpose of the **Grant** and/or for any material violation of the provisions of this Agreement.

10. The relationship between the Parties shall be limited to the performance of the terms and conditions of this Agreement. Nothing herein shall be construed as to create general partnership, joint venture, or agency between the Parties hereto and no agent, employee or contractor of either of the Parties shall be deemed to be an agent, employee or contractor of the other.
11. If any provision hereof is prohibited or made unenforceable under any applicable law, or by a competent court of authority, the same shall not affect any other provision of this Agreement, which are otherwise valid and enforceable.
12. No terms and conditions of this Agreement 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.
13. The Parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila 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 declaration of nullity of this Agreement in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Agreement in its entirety or in part.
14. The **LGU** shall indemnify, defend and hold **PAGCOR** free from any claim, cause of action, liability, responsibility and suit, relative to the purpose of the **Grant**.

15. The Parties shall perform their respective obligations under this Agreement in good faith and shall do everything necessary, proper and convenient to carry out their contractual intent and objectives.

IN WITNESS WHEREOF, the Parties have hereunto signed this Agreement this \_\_\_\_\_, in the \_\_\_\_\_.

**PHILIPPINE AMUSEMENT AND  
GAMING CORPORATION**  
TIN: 033-000-887-972

**CITY GOVERNMENT  
OF NAGA, CAMARINES SUR**  
TIN: 000-632-147-065

Represented By:

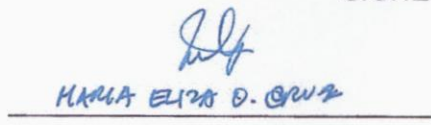
Represented By:



**ALFREDO C. LIM**  
President and Chief Operating Officer  
TIN: 110-247-756

**NELSON S. LEGACION**  
City Mayor  
TIN: 119-676-418

SIGNED IN THE PRESENCE OF:



**MARIA ELISA D. CRUZ**



**Alcedo Santos**



**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in the NAGA CITY of \_\_\_\_\_ on  
this AUG 20 2021, 2021, personally appeared:

Name	Government ID No.	Validity
<b>NELSON S. LEGACION</b>	Driver's License No. E04-98-049053	March 1, 2024

known to me to be the same person who executed the foregoing Memorandum of Agreement consisting of seven (7) pages, including this page and who acknowledged to me that the same is his/her own free and voluntary act and deed as well as the free and voluntary act and deed of the entity he/she duly represents.

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

Doc. No. 507  
Page No. 103  
Book No. XIX  
Series of 2021.

~~ATTY. ARMEEN ALAIN B. GOMEZ~~  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021  
ROLL NO. 55064  
PTR NO. 0420792 01/05/21  
RP NO. 122403 01/05/21

*Alain*  
*[Signature]*

*[Signature]*

*[Signature]*

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA on this DEC 15 2021, 2021, personally appeared:

Name	Government ID No.	Validity
ALFREDO C. LIM	Passport No. P6939196B	June 7, 2021 to June 6, 2031

known to me to be the same person who executed the foregoing Memorandum of Agreement consisting of seven (7) pages, including this page and who acknowledged to me that the same is his own free and voluntary act and deed as well as the free and voluntary act and deed of the entity he duly represents.

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

Doc. No. 515  
Page No. 104  
Book No. v  
Series of 2021.

*At*  
ANGELO CARLO T. TALATALA  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
6<sup>TH</sup> FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
M.H. DEL PILAR ST. MALATE, MANILA  
COMM. NO. 2020-112 UNTIL DEC 31, 2021  
ROLL NO. 68386 IBP MANILA CHAPTER IV  
MCLE COMPLIANCE NO. VI-0016269 UNTIL 4-14-2022  
PTR NO. 9826734/INVALID UNTIL 12/13/2021









RESOLUTION NO. 2021-384  
Series 2 0 2 1

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UNANIMOUSLY APPROVED.

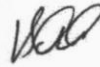
Adopted: August 17, 2021

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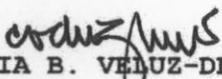
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xxx

WE HEREBY CERTIFY to the correctness of the foregoing resolution.



**GIL A. DE LA TORRE**  
Secretary to the  
Sangguniang Panlungsod



**CECILIA B. VELUZ-DE ASIS**  
City Vice Mayor &  
Presiding Officer