



Republic of the Philippines
QUEZON CITY COUNCIL

Quezon City
19th City Council

PR19CC-1372

85th Regular Session

RESOLUTION NO. SP- **6703**, S-2016

A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT ENTERED INTO BY THE CITY MAYOR, HONORABLE HERBERT M. BAUTISTA, WITH MEGAWORLD CORPORATION FOR THE CONDUCT OF NEW YEAR'S EVE COUNTDOWN ENTITLED "THE 2016 EASTWOOD CITY – QUEZON CITY NEW YEAR CELEBRATION" HELD AT EASTWOOD MALL OPEN PARK.

Introduced by Councilor GODOFREDO T. LIBAN II and JESUS MANUEL C. SUNTAY.

Co-Introduced by Councilors Lena Marie P. Juico, Victor V. Ferrer, Jr., Alexis R. Herrera, Precious Hipolito Castelo, Voltaire Godofredo L. Liban III, Roderick M. Paulate, Ramulfo Z. Ludovica, Ramon P. Medalla, Estrella C. Valmocina, Allan Benedict S. Reyes, Gian Carlo G. Sotto, Franz S. Pumaren, Eufemio C. Lagumbay, Jose Mario Don S. De Leon, Jaime F. Borres, Bayani V. Hipol, Jose A. Visaya, Julianne Alyson Rae V. Medalla Allan Butch T. Francisco, Karl Edgar C. Castelo, Candy A. Medina, Marivic Co-Pilar, Rogelio "Roger" P. Juan, Melencio "Bobby" T. Castelo, Jr., Donato C. Matias and Ricardo B. Corpuz.

WHEREAS, Megaworld Corporation, is a corporation duly organized and existing under Philippine laws, with office address at 7th Floor No. 1880 Eastwood Avenue, Eastwood City Cyberpark, No. 188 E. Rodriguez Jr. Avenue, Bagumbayan, Quezon City, and is duly represented by its Commercial Division, Marketing and Business Development Head, Ms. Teresa Felicidad Pesigan – Valentino;

WHEREAS, the Local Government of Quezon City, a local government Unit of the Republic of the Philippines, through the Office of the City Mayor, with office address at 2nd Floor Legislative Wing Building Quezon City Hall Compound Elliptical Road, Barangay Central, Diliman Quezon City, represented by its City Mayor, Honorable Herbert M. Bautista;

WHEREAS, Megaworld is the owner of Eastwood City, a mixed-use real estate development with residential, office and commercial areas located at No. 1880 E. Rodriguez Jr. Avenue, Bagumbayan, Quezon City;

WHEREAS, Megaworld Corporation in partnership with the Quezon City Government conducted the New Year's Eve Countdown entitled "The 2016 Eastwood City – Quezon City New Year Celebration" held at Eastwood Mall Open Park on December 31, 2015; A

[Handwritten signatures]

WHEREAS, Megaworld and the Quezon City Government agree to act as a co-producer of the event held at Eastwood Mall Open Park on 31 December 2015 from 6:00 pm onwards;


WHEREAS, Megaworld shall shoulder any cost and/or expense for the event that is in excess of the amount contributed by the QC Government as stated in the Memorandum of Agreement;

WHEREAS, pursuant to Section 455 (b) (1) (vi) of Republic Act No. 7160, otherwise known as the Local Government Code of 1991, the City Mayor shall represent the City in all its business transactions and sign in its behalf all bonds, contracts, and obligations, and such other documents upon the authority of the Sangguniang Panlungsod, or pursuant to law or ordinance.


NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF QUEZON CITY IN REGULAR SESSION ASSEMBLED, to ratify, as it does hereby ratify the Memorandum of Agreement entered into by the City Mayor, Honorable Herbert M. Bautista, with Megaworld Corporation for the conduct of New Year's Eve countdown entitled "The 2016 Eastwood City – Quezon City New Year Celebration" held at Eastwood Mall Open Park.

ADOPTED: February 9, 2016.



MA. JOSEFINA G. BELMONTE
Vice Mayor
Presiding Officer

ATTESTED:


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III

CERTIFICATION

This is to certify that this Resolution was APPROVED by the City Council on Second Reading on February 9, 2016 and was CONFIRMED on February 15, 2016.


Atty. JOHN THOMAS S. ALFEROS III
City Gov't. Asst. Dept. Head III

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA) is entered into this 15th day of December 2015 in Quezon City, Philippines by and among:

THE MEGAWORLD CORPORATION, a corporation duly organized and existing under Philippine laws, with office address at 7th Floor 1880 Eastwood Avenue, Eastwood City Cyberpark, 188 E. Rodriguez Jr. Avenue, Bagumbayan, Quezon City, represented by its Commercial Division, Marketing and Business Development Head, **MS. TERESA FELICIDAD PESIGAN - VALENTINO**, (hereafter, "Megaworld");

AND

THE LOCAL GOVERNMENT OF QUEZON CITY, a local government unit of the Republic of the Philippines, through the **OFFICE OF THE CITY MAYOR**, with office address at 2nd Floor Legislative Wing Building Quezon City Hall Compound Elliptical Road, Barangay Central, Diliman Quezon City, 1100, represented by its City Mayor, **HON. HERBERT M. BAUTISTA**, (hereafter, the "QC Government").

WITNESSETH THAT:

WHEREAS, Megaworld is the owner of Eastwood City, a mixed-use real estate development with residential, office and commercial areas located at 1880 E. Rodriguez Jr. Avenue Bagumbayan, Quezon City;

WHEREAS, Megaworld intends to conduct a New Year's Eve countdown program/event entitled, "The 2016 Eastwood City - Quezon City New Year Celebration" (event) held at Eastwood City on 31 December 2015;

WHEREAS, the QC Government has offered to act as a co-producer of the New Year's Eve countdown program/event at Eastwood City;

WHEREAS, Megaworld has accepted the aforementioned offer of the QC Government under the terms and conditions provided below.

NOW, THEREFORE, for and in consideration of the foregoing premises, terms and conditions, Megaworld and QC Government hereby enter into this MOA with their respective undertaking as follows:

1. Megaworld and the QC Government agree to act as a co-producer of the event to be held at Eastwood City on 31 December 2015 from 6:00 pm onwards.
2. The QC Government shall remit to Megaworld on or before December 31, 2015 the amount of TWO MILLION PESOS (P2,000,000.00) for the event which will cover a portion of the following expenses:

| | |
|--|-----------------------|
| a. Talent Fees of the Performers (Artists/Bands) | P5,000,000.00 |
| b. Set-Up, production, fireworks and other logistics costs | P4,500,000.00 |
| c. Promotions | P4,500,000.00 |
| Over All Costs | P14,000,000.00 |

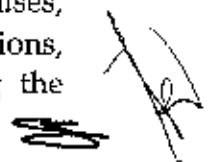
3. The QC Government shall ensure the installation of banners along the streets of Quezon City near perimeter of Eastwood City and District 3;
4. Obligation of the parties are as follows:

Megaworld shall be solely responsible for:

- a. *Getting performers and talents for the event;*
- b. *Production and logistical set-up of the event;*
- c. *Promotions and marketing of the event.*

The QC Government gives Megaworld full power and authority to do all acts and things that may be required or necessary for the production, set-up, and staging of the event including but not limited to:

- a. *Hiring of the performers and/or talents, including the names and number thereof;*
 - b. *Determining the program and/or events;*
 - c. *Setting up the venue;*
 - d. *Control of access to the venue;*
 - e. *Promotions and marketing of the event;*
 - f. *Entering into contracts that may be required on necessary for the foregoing and generally to do and perform all other acts or things that may be required or necessary for the event;*
5. Megaworld shall likewise shoulder any cost and/or expense for the event that is in excess of the amount contributed by the QC Government as stated above;
 6. It is expressly agreed by the parties that the essentials condition of this MOA are:
 - a. *The obligation of the QC Government to remit to Megaworld the amount of P2,000,000.00 on or before December 31, 2015;*
 - b. *Megaworld shall be excused from performing or complying with any obligation under this MOA should QC Government fail to comply with its obligation herein;*
 7. The parties represent that each of them is duly authorized to enter into and perform the obligations under this MOA and that the persons signing on their behalf are authorized to do so;
 8. This MOA shall be effective upon its execution and shall continue until all obligations of the parties have been performed or complied with;
 9. The parties agree that there shall be no employer-employee, principal-independent contractor or principal-agent relationship between the parties and/or their respective employees;
 10. This MOA sets forth all of the promises, agreements, conditions, understanding, warrants and representations among the parties with respect to the services and transactions contemplated hereby, and supersedes all prior agreements, agreements and understandings, whether written, oral or otherwise. There are no other promises, agreements, conditions, understandings, warranties or representations, oral or written express or implied among the parties concerning the subject hereof except as set forth herein;



SIGNED IN THE PRESENCE OF:

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ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
QUEZON CITY

S.S.

BEFORE ME, a Notary Public for and in Quezon City personally appeared with their Competent Evidence of Identity (CEI):

| Name | CEI No. | Issued at | Issued On |
|------------------------------------|---------------------------|-------------|-----------|
| HON. HERBERT M. BAUTISTA | CTC00094067 | Quezon City | 01/05/15 |
| TERESA FELISIDAD PESIGAN-VALENTINO | Passport No. EC2168945 | Manila | 09/22/14 |

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as the entities they respectively represent.

The parties and their instrumental witnesses on each and every page thereof have signed this instrument, which refers to a Memorandum of Agreement consisting of four (4) pages including this page where this Acknowledgement is written.

WITNESS MY HAND and NOTARIAL SEAL this DEC 21 2015 day of _____ 2015,
at Quezon City.

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Book No. 16
Series of: 101

NOTARY PUBLIC
PTR No. 0381100 (Jan 4, 2015) & C
IBP No. 987408 (Dec 10, 2014) & C
ROLL No. 29526 (May 11, 2015)
MCLE Compliance (2014-2015)
2nd Flr. Legislative Wing
Quezon City Hall, Diliman
Quezon City

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