RESOLUTION NO. 2430, S–2017

A RESOLUTION AUTHORIZING THE HONORABLE MAYOR CARMELITA A. ABALOS TO SIGN AND ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE NATIONAL CENTER FOR MENTAL HEALTH THAT WILL GOVERN THE USE OF THE LATTER’S REAL PROPERTY AS MATERIALS RECOVERY FACILITY (MRF)

WHEREAS, under the General Welfare Clause, Local Government Units such as Mandaluyong City are mandated to ensure and support the promotion of health and safety, enhancement of the right of the people to a balanced ecology, and preservation of the comfort and convenience of their inhabitants;

WHEREAS, it is a declared policy of the State in Republic Act No. 9003, as well as by the Mandaluyong City in its Solid Waste Management Code to adopt a systematic, comprehensive and ecological solid waste management program which shall ensure the protection of public health and environment, and shall ensure greater private sector participation in the proper segregation, collection, transport, storage, treatment and disposal of solid waste through the formulation and adoption of the best environmental practice in ecological waste management;

WHEREAS, as may be necessary to carry out its solid waste management policy, the City has the responsibility to provide an adequate lot to serve as Materials Recovery Facility (MRF) that shall be designed to receive, sort, process and store compostable and recyclable materials efficiently and in an environmentally sound manner;

WHEREAS, the City presently is in dire need of a vacant and spacious lot to be utilized as MRF for its solid waste management efforts as a result of enforcement of the City’s environmental and other related laws;

WHEREAS, the National Center for Mental Health (NCMH), which is situated in Nueva de Febrero Street, Barangay Mauway, this City, offered its vacant lot with an area of 1,500 square meters, more or less, to serve the need of Mandaluyong City for a suitable place as MRF, free of charge and by virtue of a Usufructuary Agreement which was adopted by the City Council on September 14, 2016;

WHEREAS, in view of the foregoing, the Sangguniang Panlungsod of Mandaluyong hereby endorses to the Honorable City Mayor CARMELITA A. ABALOS the Memorandum of Agreement with NCMH relative to the use of latter’s property as MRF by the City.

NOW, THEREFORE, on motion duly seconded, the Sangguniang Panlungsod of Mandaluyong, in session assembled, RESOLVES, as it hereby RESOLVES, to authorize Honorable Mayor CARMELITA A. ABALOS to enter into and sign the Memorandum of Agreement with the National Center for Mental Health that will govern the terms and conditions of the use of the latter’s real property as Materials Recovery Facility MRF.
ADOPTED on this 8th day of May, 2017 in the City of Mandaluyong.

I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS ADOPTED AND APPROVED BY THE SANGGUNIANG PANLUNGSOD OF MANADALUYONG IN REGULAR SESSION HELD ON THE DATE AND PLACE FIRST ABOVE GIVEN.

MA. TERESA S. MIRANDA
Sanggunian Secretary

ATTESTED BY:

LUISITO E. ESPINOSA
Councilor & Acting
Presiding Officer

APPROVED:

CARMELITA A. ABALOS
City Mayor

Date: MAY 2, 2017
Resolution No. 2430, S–2017
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ANTONIO DLS. SUVA
Vice Mayor

MOTHER LEAVE
CHARISSE MARIE A. VARGAS
Councilor

AYLA A. BALDUEZA
Councilor

GRACE MARIE V. ANTONIO
Councilor

ABSENT
RODOLFO M. POSADAS
Councilor

BRANDO P. DOMINGUEZ
Councilor

ALEXANDER C. STA. MARIA
Councilor

FRANCISCO O. ESTEBAN
Councilor

JESUS O. CRUZ
Councilor

ROEHL B. BACAR
Councilor

CHERRY LYNN P. SANTOS
Councilor

FERNANDO S. OCAMPO
Councilor

MARLON R. MANALO
LnB President
MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, entered and executed on this ____ day of May 2017 at the City of Mandaluyong by and between:

The NATIONAL CENTER FOR MENTAL HEALTH, a government institution duly organized and existing under and by virtue of the laws of the Philippines with principal address at Nueve De Poblacion Street, Brgy. Mauway, Mandaluyong City, represented herein by Medical Center Chief II, DR. BERNARDINO A. VICENTE, MD, FFPA, MHA, CESO IV, herein referred to as the "FIRST PARTY";

- and -

The CITY GOVERNMENT OF MANDALUYONG, a local government unit created under the laws of the Philippines with principal office address at the Executive Building, City Government Complex, Maysilo Circle, Brgy. Plainview, Mandaluyong City, represented herein by the HONORABLE MAYOR CARMELITA A. ABALOS, herein referred to as the "SECOND PARTY";

WITNESSETH: That -

WHEREAS, the FIRST PARTY is the owner of a vacant lot situated along Nueve De Poblacion Street, Brgy. Mauway, Mandaluyong City having an area of One Thousand Five Hundred (1,500) Square Meters, more or less;

WHEREAS, the SECOND PARTY is currently in dire need of a vacant and spacious lot where the SECOND PARTY may construct and operate its Materials Recovery Facility (MRF) where about 200 cubic meters of solid waste of the City may be recycled in accordance with existing environmental laws;

WHEREAS, the FIRST PARTY is also looking for a viable partner that can accommodate its household wastes;

WHEREAS, the representatives of both the FIRST PARTY and SECOND PARTY are duly authorized by the respective institutions
that they represent and are acting within the bounds of their powers and functions as provided by law, wherein the FIRST PARTY being duly clothed with authority to convey, transfer or deliver certain rights over the subject property, hereby offered to the SECOND PARTY the said property for its use and enjoyment of the SECOND PARTY as BENEFICIARY, who hereby proposes that the same be converted principally as MRF for the consideration of the terms and conditions set forth herein below;

NOW, THEREFORE, for and in consideration of the aforesaid premises, the FIRST PARTY and SECOND PARTY agree to the following conditions, to wit:

1. The FIRST PARTY hereby grants unto the SECOND PARTY, free of any consideration, the right of use, occupation and enjoyment of the subject property for a period of fifty (50) years where the SECOND PARTY shall construct and operate its MRF;

2. All expenses and costs for the construction, operation and maintenance of the MRF shall be borne by the SECOND PARTY. Likewise, the development and construction of a concrete road within the FIRST PARTY’s compound, which shall serve as an access for hauling trucks to and from the MRF, shall be at the expense of the SECOND PARTY;

3. The MRF shall be operated by the SECOND PARTY or its assigns. The FIRST PARTY shall not in anyway interfere in the design, operation and management of the said MRF, but may share its knowledge and skills for the benefit of both parties;

4. The SECOND PARTY’s MRF shall also accept the household waste of the FIRST PARTY. It is understood however, so that the SECOND PARTY’s hauling trucks will not traverse the hospital roads, collection of FIRST PARTY’s household wastes shall undertaken by the FIRST PARTY’s garbage trucks. No infectious hospital wastes shall be dumped to the said MRF;

5. All permits for the construction of the MRF shall be secured by the SECOND PARTY. The SECOND PARTY shall likewise warrant that the constructed MRF shall pass all standards imposed by existing environmental laws so as to prevent any form of pollution as a result of the operation of the said MRF;

6. Notwithstanding the execution of this Agreement, it is understood that actual dumping by the FIRST and SECOND PARTIES of household wastes shall take place only after the construction of the MRF. It is not the intention of the parties to temporarily use the subject property as an open dumpsite before or during the construction of the MRF;
7. This Agreement constitutes the entire understanding between the parties and may only be modified, altered or amended only with the prior written consent of the party of or parties against whom, such modification, alteration, or amendment shall take effect;

8. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns notwithstanding the termination or end of the respective terms of office of their representatives herein;

9. This Agreement may be revised, amended or modified only through a written instrument duly executed and signed by all parties hereto and executed with the same formality as this Agreement; and

10. This Agreement shall take effect immediately.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ___ day of ______________ 2017 in the City of Mandaluyong.

NATIONAL CENTER FOR MENTAL HEALTH

By:

CITY GOVERNMENT OF MANDALUYONG

By:

DR. BERNARDINO A. VICENTE
Medical Center Chief II

HON. CARMELITA A. ABALOS
Mayor

SIGNED IN THE PRESENCE OF:

________________________  __________________________

________________________  __________________________
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )
CITY OF MANDALUYONG ) Sc.

BEFORE ME, a Notary Public for and in the City of Mandaluyong on this ____ day of May, 2017 personally appeared and exhibiting:

<table>
<thead>
<tr>
<th>Name</th>
<th>Competent Evidence of Identity</th>
<th>Date/Place Issued</th>
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<tbody>
<tr>
<td>BERNARDINO A. VICENTE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CARMELITA A. ABALOS</td>
<td>TIN 112-937-758-000</td>
<td></td>
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as their competent evidence of identity bearing their photograph and signatures, who are known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary act and deed.

This Instrument, consisting of four (4) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, at the place and date above-written.

Doc No. ______;
Page No. ______;
Book No. ______;
Series of 2017.