



REPUBLIC OF THE PHILIPPINES
SANGGUNIANG PANLUNGSOD
CITY OF MANDALUYONG



RESOLUTION NO. 3155, S-2022

A RESOLUTION AUTHORIZING MRS. MILAGROS LAGARAN, HEAD OF THE CITY SOCIAL WELFARE AND DEVELOPMENT DEPARTMENT (CSWDD), TO ENTER AND EXECUTE A MEMORANDUM OF AGREEMENT WITH JESUS THE ANOINTED ONE CHURCH FOR THE OPERATION OF THE BAHAY PAG-ASA

WHEREAS, Bahay Pag-Asa centers are child-caring institutions built to offer rehabilitation and intervention to children in conflict with the law. Under the Juvenile Justice and Welfare Act, these facilities are established and run by local government units;

WHEREAS, the City of Mandaluyong has an accredited Bahay Pag-Asa located at Lion's Road, Barangay Barangka Ilaya, but such accreditation by the DSWD is set to expire on August 2022;

WHEREAS, under Republic Act No. 7160, local government units shall promote the establishment and operation of non-governmental organizations to become active partners in the pursuit of local autonomy. They may enter into joint ventures and such other cooperative arrangements with non-governmental organizations to engage in the delivery of certain basic services, capability-building and livelihood projects, and to develop local enterprises designed to improve productivity and income, diversify agriculture, spur rural industrialization, promote ecological balance, and enhance the economic and social well-being of the people;

WHEREAS, Jesus the Anointed One Church is willing, capable and desirous to partner with CSWDD in providing the programs and services done in the Bahay Pag-Asa, and the latter agrees to the same for a period of three (3) years from the date set forth in the Memorandum of Agreement;

WHEREAS, such agreement is one of the requirements for the continuous operation of the Bahay Pag-Asa of the City Government of Mandaluyong in accordance with existing laws, rules and regulations;

WHEREAS, there is a need to authorize the Head of the CSWDD to enter and execute the MOA with Jesus the Anointed One Church for the operation of the Bahay Pag-Asa.

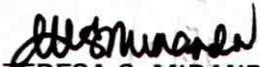
NOW, THEREFORE, on motion duly seconded, the Sangguniang Panlungsod of Mandaluyong, in session assembled, RESOLVES, as it hereby RESOLVES, to authorize MRS. MILAGROS LAGARAN, Head of the City Social Welfare and Development Department (CSWDD), to enter into and sign the Memorandum of Agreement with Jesus the Anointed One Church for the operation of the Bahay Pag-Asa.

[Handwritten mark]

FURTHER RESOLVED, as it hereby RESOLVES that copy of this Resolution be furnished to the Office of the City Mayor, CSWDD, City Accounting Department, City Legal Department and City Treasurer's Department for their immediate information and appropriate action.

ADOPTED on this 30th day of August 2022, in the City of Mandaluyong.

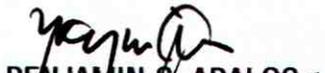
I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS ADOPTED AND APPROVED BY THE SANGGUNIANG PANLUNGSOD OF MANDALUYONG IN A REGULAR SESSION HELD ON THE DATE AND PLACE FIRST ABOVE GIVEN.


MA. TERESA S. MIRANDA
Sanggunian Secretary

ATTESTED BY:


CARMENITA A. ABALOS
City Vice Mayor &
Presiding Officer

APPROVED BY:


BENJAMIN S. ABALOS
City Mayor

Date: SEP 02 2022





























MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement, executed this ____ day of _____, 2022 at the City of Mandaluyong by and between:

CITY SOCIAL WELFARE DEVELOPMENT DEPARTMENT, an office of the City Government of Mandaluyong with office at the City Government Complex, Maysilo Circle, Plainview, Mandaluyong City, represented by its Department Head, **MILAGROS LAGARAN**, hereinafter referred to as the “**CSWDD / FIRST PARTY**”

-AND-

JESUS THE ANOINTED ONE CHURCH headed by **PTR. REYMUNDO C. CLOSA JR.**, located at TFN Building, 963 General Kalentong corner Haig Streets, Daang Bakal, Mandaluyong City, hereinafter referred to as the “**Jesus the Anointed One Church / SECOND PARTY**”

WITNESSETH: That-

WHEREAS, under Republic Act No. 7160, local government units shall promote the establishment and operation of non-governmental organizations to become active partners in the pursuit of local autonomy. They may enter into joint ventures and such other cooperative arrangements with non-governmental organizations to engage in the delivery of certain basic services, capability-building and livelihood projects, and to develop local enterprises designed to improved productivity and income, diversity agriculture, spur rural industrialization, promote ecological balance, and enhance the economic and social well-being of the people;

WHEREAS, Bahay Pag-Asa centers are child-caring institutions built to offer rehabilitation and intervention to children in conflict with the law. Under the Juvenile Justice and Welfare Act, these facilities are established and run by local government units;

WHEREAS, the City of Mandaluyong has an accredited Bahay Pag-Asa located at Lion’s Road, Barangay Barangka Ilaya, but such accreditation by the DSWD is set to expire on August 2022;

WHEREAS, while waiting for the renewal of accreditation of its Bahay Pag-Asa, it was resolved that partnership with an accredited child caring institution is essential in order to ensure the continuous delivery of basic and essential services in favor of children in conflict with the law (CICL) and children at risk (CAR);

WHEREAS, the City of Mandaluyong also commenced preparation for the establishment of a much bigger and modern residential care facility within the compound of the National Center for Mental Health for the benefit of the CICL and CAR;

WHEREAS, Jesus the Anointed One Church is willing, capable and desirous to partner with CSWDD in providing the programs and services done in the Bahay Pag-Asa, and the latter agrees to the same for a period of three (3) years from the date set forth in the Agreement;

NOW, THEREFORE, the CSWDD and **Jesus the Anointed One Church** hereby agree to be bound by such terms and conditions which are aimed towards a comprehensive delivery unto the public of the following services:

ARTICLE I. TERM OR DURATION OF THE AGREEMENT

Section 1. This Agreement shall be effective and legally binding between the Parties, including their respective assigns, and successors-in-interest for a period of three (3) years from July 1, 2022 until June 30, 2025 upon signing by the Parties.

Section 2. The Term can be extended for one (1) year at the option of the CSWDD. For this purpose, CSWDD shall communicate such intention to Jesus the Anointed One Church within six (6) months before the expiration of this Agreement. The terms and conditions of the extended Agreement shall be mutually agreed by the Parties.

ARTICLE II. CONTRACTUAL INTENT and IMPLEMENTATION OF AGREEMENT

Section 3. In entering into this Agreement, the Parties hereby declare and affirm that their primary contractual intent is to enter into a contractual joint venture for the purpose of operation of the Bahay Pag-Asa for the City of Mandaluyong.

Section 4. **Jesus the Anointed One Church** shall use its facility located at Lion's Road, Barangka Ilaya, Mandaluyong City to cater and service the beneficiary CICL and CAR referred to the program by the CSWDD of Mandaluyong City.

Section 5. **Jesus the Anointed One Church** shall not charge the CSWDD any fee but the latter will shoulder the cost of care for CICL and CAR that will be incurred by the former;

Section 6. All the provisions of this Agreement shall be interpreted to accomplish the foregoing declared contractual intent.

Section 7. Each Party agrees to cooperate fully with the other and to provide documents and information, to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by the other Party to better evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intents and purposes of this Agreement.

ARTICLE III. SCOPE OF PROGRAMS AND SERVICES

Section 8. The children shall be engaged in activities that will develop and strengthen their values and positive behavior.

- a) **Counseling Service**

Counseling is a basic helping approach/process provided to an individual, group or family. It consists of series of interview sessions carried out by the trained Counselors, Social Workers, or Psychologist. The purpose of counseling is to help the clients systematically resolved their social and personal difficulties within a purposeful client-worker relationship.

b) **Spiritual Services**

The Center should include an opportunity for spiritual services that consider the youth's own faith and religious background. Spiritual upliftment is an area of concern in custody of children because the strategies facilitate their self-restoration geared toward alteration of negative attitudes, values, ways, characteristics, vicious habits, etc.

c) **Sports, Socio-Cultural and Recreational Services:**

This service shall be provided to develop the children's interest and talents as well as divert their energies to more creative and productive physical activities such as sports and creative arts.

d) **Music, Art Dance and Play as form or Therapy:**

This will help to develop the children skills and will provide another venue for self-expression and it will also allow children to better express their thoughts and feeling.

e) **Capability Building:**

Character building is empowering, improving and strengthening the person's motivation to do what is right through good character, no matter how traumatic and painful their experiences may have been, will always result to best decisions that will immensely benefit them with practical and lasting rewards.

**ARTICLE IV.
OBLIGATIONS AND FUNCTIONS OF THE PARTIES**

Section 9. The CSWDD shall –

- a. Ensure the performance and provide all programs and services under Article III hereof in favor of the CICL and CAR;
- b. Provide referral of children and logistic support for **Jesus the Anointed One Church** programs and activities;
- c. Assist in organizing family day celebrations and/or other interventions which may be necessary for reconciliation of the CICL/CAR with their parents/guardian;
- d. In coordination with **Jesus the Anointed One Church**, conduct its own programs and activities for the benefits of CICL and CAR of Mandaluyong City;

Section 10. The **Jesus the Anointed One Church** shall -

- a. Render the services mentioned in Article III hereof, free of charge; provided that the CSWD shall shoulder the cost of care for CICL and CAR;

b. Use the facility located at Lion's Road, Barangka Ilaya, Mandaluyong City to cater and service the beneficiary CICL and CAR referred to the program by the CSWDD of Mandaluyong City;

**ARTICLE V.
TERMINATION**

Section 11. Either Party shall have a right to terminate this Agreement upon the commission of a material breach of any of the other Party's obligations herein.

**ARTICLE VI.
MISCELLANEOUS PROVISIONS**

Section 12. If any provision of this Agreement shall be determined to be illegal, unenforceable or otherwise invalid, such provision shall be deemed separate and distinct, and the remainder of this Agreement shall remain in full force and effect, provided that the remaining provisions are sufficient to render to each Party the benefits contemplated hereby.

Section 13. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. The venue of any action arising from or in connection with this Agreement shall be brought exclusively before the proper courts of Mandaluyong City.

Section 14. This Agreement may only be amended or modified by a written instrument signed by each of the Parties.

Section 15. This Agreement shall take effect immediately upon execution.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date and place first abovewritten.

**CITY SOCIAL WELFARE DEVELOPMENT DEPARTMENT
First Party**

By:

**MILAGROS LAGARAN
Department Head**

**JESUS THE ANOINTED ONE CHURCH
Second Party**

By:

**PTR. REYMUNDO C. CLOSA JR.
Church Pastor**

Signed in the presence of:
