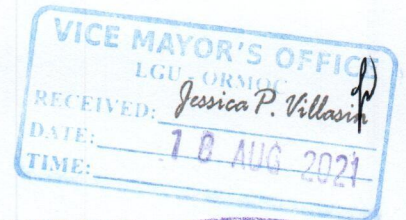
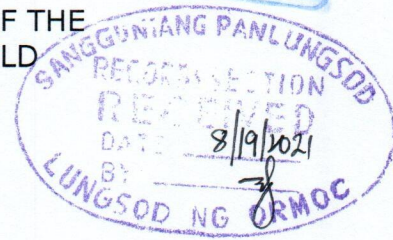


REPUBLIKA NG PILIPINAS
SANGGUNIANG PANLUNGSOD
LUNGSOD NG ORMOC



EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE
FIFTEENTH SANGGUNIANG PANLUNGSOD NG ORMOC HELD
AT THE SANGGUNIANG PANLUNGSOD SESSION HALL,
ORMOC CITY HALL BUILDING
ON AUGUST 17, 2021



PRESENT:

Leo Carmelo L. Locsin, Jr.
Benjamin S. Pongos, Jr.,
Roiland H. Villasencio,
Tomas R. Serafica,
Nolito M. Quilang,
Eusebio Gerardo S. Penserga,
Jasper M. Lucero,
Peter M. Rodriguez,
Vincent L. Rama,
Gregorio G. Yrastorza III,
Lalaine A. Marcos,
Esteban V. Laurente,

City Vice Mayor & Presiding Officer
SP Member, Majority Floor Leader
SP Member, 1st Asst. Majority Floor Leader
SP Member, Presiding Officer "Pro-Tempore"
SP Member, 2nd Asst. Majority Floor Leader
SP Member
SP Member
SP Member
SP Member
SP Member
SP Member
Ex-Officio SP Member, Chapter President,
Liga ng mga Barangay ng Ormoc
Ex-Officio SP Member, Chapter President,
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

RESOLUTION NO. 2021-233

**A RESOLUTION GRANTING AUTHORITY TO THE CITY
MAYOR, RICHARD I. GOMEZ, OR THE ACTING CITY
MAYOR TO ENTER INTO AND SIGN A MEMORANDUM
OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE
LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC)
WITH WESTERN LEYTE COLLEGE OF ORMOC CITY,
INC. (WLC) TO ESTABLISH MUTUAL COOPERATION
AND ASSISTANCE TO THE ORMOC CITY GOVERNMENT
SCHOLARS ENROLLED AT WLC.**

WHEREAS, an indorsement was forwarded to this august Body from the Office of the City Mayor dated July 19, 2021, requesting for authority to enter into and sign the Memorandum of Agreement (MOA) with Western Leyte College of Ormoc City, Inc. (WLC) relative to the City Scholarship Program. A copy of the said MOA is hereto attached as "ANNEX A" and made an integral part hereof;

WHEREAS, WLC is one of the private institutions in Ormoc City of higher learning offering undergraduate, graduate, technical-vocational, and tertiary courses. WLC embarks on a mission to offer programs and training to the needs of the person, community, country and humanity in general, and that it envisions itself to be a center of academic excellence whereby students are empowered to become globally competitive;

WHEREAS, the scholarship program of Ormoc City is geared to help those who do not have more in life to benefit the most from said program and eventually empowering them both economically and socially to be able to fully participate and contribute in our democratic nation;

WHEREAS, the Local Government Code (LGC) of 1991 expressly provides that a local government unit may exercise the powers essential to the promotion of the general welfare and shall ensure and support, among other things, the preservation and enrichment of culture, promote health and safety, enhance the right of the people to a balanced ecology, encourage and support the development of appropriate and self-reliant scientific and technological capabilities, improve public morals, enhance economic prosperity and social justice, promote full employment among their residents, maintain peace and order, and preserve the comfort and convenience of their inhabitants;

WHEREAS, both WLC and LGU-Ormoc are desirous of entering into the agreement to establish mutual cooperation and assistance in helping the scholars comply with both academic requirements of the school and requirements of the City Scholarship Program pursuant to relevant ordinances;

WHEREAS, the signing of the aforesaid Memorandum of Agreement (MOA) signifies the commitment of the parties to continually uphold the general welfare of the people and uphold the constitutional mandate of the state to protect and promote the right of all citizens to quality education at all levels, and shall take appropriate steps to make such education accessible to all;

WHEREAS, the subject MOA clearly and plainly encapsulates the terms and conditions of the agreement of the parties thereto, including their specific roles and obligations towards the attainment of the lofty ends of the same;

WHEREAS, this Sanggunian, upon thorough review, finds that the MOA is not contrary to law, public policy, contracts, morals and public order and is extremely favorable and advantageous to the institution and the communities that both parties are serving and is therefore most deserving of this august Body's prompt and favorable consideration;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Chairman of the Committee on Education and SP Member Benjamin S. Pongos, Jr., Chairman of the Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Peter M. Rodriguez, Gregorio G. Yrastorza III, Lalaine A. Marcos, Esteban V. Laurente, Jasper M. Lucero, Vincent L. Rama and Joan Marbie C. Simbajon; be it

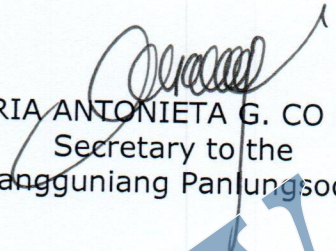
RESOLVED, AS IT IS HEREBY RESOLVED, to pass A RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR, RICHARD I. GOMEZ, OR THE ACTING CITY MAYOR TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT (MOA) FOR AND ON BEHALF OF THE LOCAL GOVERNMENT UNIT OF ORMOC (LGU-ORMOC) WITH WESTERN LEYTE COLLEGE OF ORMOC CITY, INC. (WLC) TO ESTABLISH MUTUAL COOPERATION AND ASSISTANCE TO THE ORMOC CITY GOVERNMENT SCHOLARS ENROLLED AT WLC;

ADOPTED, August 17, 2021.

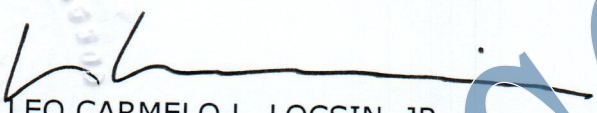
RESOLVED FURTHER, to furnish copies of this resolution each to the City Mayor Richard I. Gomez; the City Administrator; the City Legal Officer; the City Budget Office; the Education and Scholarship Office; the President of WLC, Mr. Emmanuel A. Fiel; the City Local Government Operations Officer-DILG; and other Offices concerned;

CARRIED UNANIMOUSLY.

I HEREBY CERTIFY to the correctness of the above resolution.


MARIA ANTONIETA G. CO HAT
Secretary to the
Sangguniang Panlungsod

ATTESTED:


LEO CARMELO L. LOCSIN, JR.
City Vice Mayor & Presiding Officer

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This memorandum of Agreement is entered into by and between:

CITY GOVERNMENT OF ORMOC, represented by the City Mayor Hon. **RICHARD I. GOMEZ**, hereinafter referred to as the **FIRST PARTY**.

And

The **WESTERN LEYTE COLLEGE OF ORMOC CITY, INC.**, represented in this instance by **MR. EMMANUEL A. FIEL**, hereinafter referred to as the **SECOND PARTY**,

WITNESSETH THAT

WHEREAS, the **FIRST PARTY** recognizes the need to provide opportunities to those coming from the underprivileged sector to improve their socio-economic condition;

WHEREAS, consistent with the government policy to make education accessible to the poor, the City Government of Ormoc shall provide scholarships and educational assistance to the underprivileged but deserving students in order to harness their potentials and in the future contribute to the development goals of the country;

WHEREAS, the **FIRST PARTY** enacted Ordinance No. 028, Series of 2017, entitled: An ordinance institutionalizing the Ormoc City Scholarship Program and its implementing structures, providing funds therefor and for other purpose to institutionalize the city scholarship program and ensure funding for the said program;

WHEREAS, both parties are desirous of entering into this agreement to establish mutual cooperation and assistance in helping the scholars comply with both academic requirements of the school and requirements of the City Scholarship Program subject to the terms and conditions set forth;

NOW THEREFORE, and in consideration of the foregoing premises, the parties to this Memorandum of Agreement (MOA) do hereby covenant and agree to the following terms and conditions:

A. OBLIGATIONS OF THE FIRST PARTY

REVIEWED

1. The **FIRST PARTY** shall incorporate in its respective budget the necessary funds to support the scholarship grants and financial assistance until the completion of the respective courses of the grantees.

Approved

Separate Opinion

2. Upon approval of the Memorandum of Agreement (MOA), by the Ormoc City Scholarship Board, the **FIRST PARTY** through its City Treasurer shall release to the **SECOND PARTY** funds to cover tuition and matriculation fees up to EIGHTEEN THOUSAND PESOS (P 18,000.00) per semester per scholar in accordance with prescribed accounting and auditing rules and regulations. The unpaid balance of the total school charges shall be settled/paid by the scholar.

Not contrary to laws, public

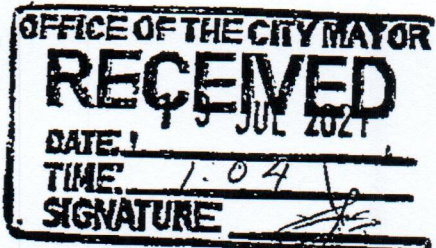
policy, moral

Amendments/Revisions

The **FIRST PARTY** shall ensure functionality of the Scholarship Board that will promptly and timely resolve issues in the implementation of the scholarship program especially those referred to it by the **SECOND PARTY**.

BY: Atty. Joseph M. Ma...
City Legal Officer

DATE: JUL 19 2021



4. The FIRST PARTY through the Education and Scholarship Office (ESO) shall coordinate with the SECOND PARTY through the scholarship coordinator those issues and concerns involving the scholars including non-compliance to the terms and conditions of the scholarship prior to any decision affecting the status of the scholarship.

B. OBLIGATIONS OF THE SECOND PARTY

1. Designate a SCHOLARSHIP COORDINATOR to assist the scholars in complying with the terms and conditions of the scholarship and coordinate or assist the Education and Scholarship Office in resolving issues and concerns of the scholars;
2. Furnish the FIRST PARTY grade reports and other documents needed by current students applying for scholarship;
3. Submit to FIRST PARTY academic grades of the scholars, certification on involvement and other needed documents not later than thirty (30) days after closing of every semester/term;
4. Assist the scholars in complying with the terms and conditions specified under the scholarship contract especially in ensuring that scholars do not drop any of their subjects, take the prescribed subjects per semester and that incomplete grades are avoided as such may cause the termination of scholarship;
5. Coordinate with the FIRST PARTY through the Education and Scholarship Office those scholars who are facing problems such as dropping from school, those involve in any crime or offense or those violating school rules and regulations, and similar others;
6. Furnish the FIRST PARTY billing statement/ assessment regarding tuition, matriculation and other school fees requisite for the release of needed funds by the FIRST PARTY; and
7. Grant a twenty percent (20%) discount on tuition, matriculation and other fees *for every semester.*

C. OTHER TERMS AND CONDITIONS

Both parties shall take note of the requirements for the grantee to maintain their scholarship.

- (a) To continue the full benefit under this program, the scholar for an academic degree shall comply with the following scholastic requirements:

- a.1. Maintain a semestral average of 2.0 or 85%
- a.2. Must not fail in any subject
- a.3. Have not dropped any subject
- a.3. Must not have an incomplete grade in any subject

- (b) The scholar should not stop schooling in any semester of his/her 4-5 years course except for meritorious reasons such as illness, injury or other circumstances that are beyond the control of the scholar subject to the verification and approval of the scholarship board and subject further to school rules and regulations;

- (c) The scholar shall enroll in full/regular load each semester as prescribed by the curriculum of the chosen course;

- (d) Except when required by the course curriculum, a scholar may enroll in summer classes at his/her own expense. Likewise, monthly stipend shall not be provided under the City Scholarship Program;

- (e) In case of any delay in the release of grades, enrollment shall be allowed for the succeeding semester subject to the condition that grades shall be submitted to the Scholarship Office within the succeeding semester. Any delay in the grades should be settled within the succeeding semester otherwise it is assumed to be a failing grade. In cases where all the grades are submitted within the succeeding semester and the scholar failed to comply with the scholastic requirements, the scholar shall be allowed to finish

REVIEWED

ORMOC CITY LEGAL OFFICE

Approved

Separate Opinion

Drafted by

Not contrary to laws, public policy, moral

Amendments/Revisions

Atty. Josephine D. Romero
City Legal Officer

BY: _____ DATE: Jul 19 2021

the semester after which the scholarship support shall automatically end and the scholar is terminated from the scholarship program.

- (f) **SHIFTING OF COURSE** - A scholar maybe allowed to shift to another course only once within the first two years of college subject to the approval of the Scholarship Board. It is a condition that the scholar completes the new course within the duration of the original course. No extension shall be allowed. It is a requirement that the second course chosen must also be in the list of priority courses under Section 7 of this ordinance.
- (g) **TRANSFER OF SCHOOL** - A scholar shall not be allowed to transfer to another school during the duration of the course.
- (h) **COMMUNITY INVOLVEMENT** - A scholar shall actively participate in a community project and is encouraged to be active in social involvement activities of the school.
- (i) The scholar shall submit the following every after end of the semester:
- (1) Authenticated copy of final grades every after end of the semester;
 - (2) Certification from school that the scholar has not participated in any offense involving moral turpitude;
 - (3) Certification from Dean's office that the scholar has participated in community service and activities of the Scholar's Organization.

D. EFFECTIVITY

This Memorandum of Agreement (MOA) shall take effect immediately after parties herein affix their signatures and this MOA is approved by the scholarship board.

E. MISCELLANEOUS PROVISIONS

The provisions of Ordinance No. 028 Series of 2017, insofar as portions thereof are not included in this agreement, are automatically incorporated herein *including its amendments*.

Any and all conditions in this agreement as are inconsistent with Ordinance No. 028 Series of 2017, are to automatically revoked.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on this ____ day of _____, 2021 in Ormoc City, Philippines.

LGU-ORMOC CITY

First Party

**WESTERN LEYTE COLLEGE
OF ORMOC CITY, INC.**

Second Party

REVIEWED By:

ORMOC CITY LEGAL OFFICE

RICHARD I. GOMEZ

City Mayor

Approved

Separate Opinion

Signed in the presence of: _____

Drafted by CLO

Not contrary to laws, public

policy, moral.

Amendments/Revisions

Atty. Joseph A. Ruiz-Romero
City Legal Officer

DATE: **JUL 19 2021**

By:

EMMANUEL A. FIEL

President

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Ormoc) S.S.

In the City of Ormoc this _____ day of _____ personally
appeared to me,

Parties	Identity Card	Expiry Date

Personally known to the witnesses and known to me to be the same persons who executed the foregoing instruments and acknowledged the same as their free voluntary acts and deed.

This Memorandum of Agreement (MOA) composed of four (4) pages including this page on which this acknowledgement is written duly signed by the parties thereto and the instrumental witnessed on each and every page thereof.

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

[Handwritten signature]

Doc no. _____
Page no. _____
Book no. _____
Series of _____

REVIEWED

ORMOC CITY LEGAL OFFICE

☐ Approved

☐ Separate Opinion

☒ Drafted by CLO

☒ Not contrary to laws, public
policy, moral.

Amendments/Revisions

BY: *[Signature]* DATE: JUL 19 2021