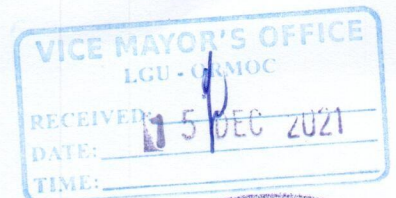
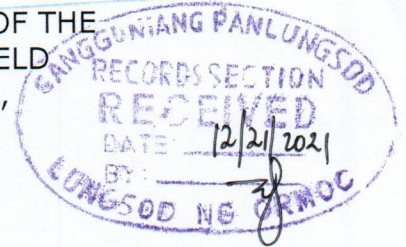


REPUBLIKA NG PILIPINAS  
SANGGUNIANG PANLUNGSOD  
LUNGSOD NG ORMOC



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 DECEMBER 14, 2021



PRESENT:

Leo Carmelo L. Locsin, Jr.  
Tomas R. Serafica,  
Nolito M. Quilang,  
Eusebio Gerardo S. Penserga,  
Jasper M. Lucero,  
Peter M. Rodriguez,  
Vincent L. Rama,  
Gregorio G. Yrastorza III,  
Esteban V. Laurente,

City Vice Mayor & Presiding Officer  
SP Member, Presiding Officer "Pro-Tempore"  
SP Member, 2<sup>nd</sup> Asst. Majority Floor Leader

SP Member  
SP Member  
SP Member  
SP Member  
SP Member

Joan Marbie C. Simbajon,  
Panlungsod na Pederasyon ng mga Sangguniang Kabataan ng Ormoc

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

ON LEAVE:

Benjamin S. Pongos, Jr.,  
Roiland H. Villasencio,  
Lalaine A. Marcos,

SP Member, Majority Floor Leader  
SP Member, 1<sup>st</sup> Asst. Majority Floor Leader  
SP Member

**RESOLUTION NO. 2021-341**

**AN OMNIBUS 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 IDENTIFIED PARTNER  
SCHOOLS NAMELY: EASTERN VISAYAS STATE  
UNIVERSITY AND UNIVERSITY OF THE  
PHILIPPINES VISAYAS TACLOBAN COLLEGE FOR  
THE IMPLEMENTATION OF THE ACADEMIC  
SCHOLARSHIP PROGRAM OF ORMOC CITY.**

WHEREAS, an indorsement was forwarded to this august body from the Office of the City Mayor dated November 16, 2021, requesting for an issuance of an Omnibus Resolution granting authority to the City Mayor or his representative to enter into and sign the Memorandum of Agreement (MOA) with the private and public partner schools for academic scholarship, copies of the MOA are hereto attached and form an integral part of this resolution;

WHEREAS, the MOA is a vital component in the implementation of Ordinance No. 028, series of 2017, otherwise known as the "Ormoc City Scholarship Program Ordinance" – enacted by this Sanggunian to put premium on education and made it accessible to the poor but deserving ormocanon youth;

WHEREAS, the agreement lays down the obligations of both parties in terms of providing assistance to the city scholars to comply with the schools' academic requirements and the city scholarship program requirements;



WHEREAS, it is the declared policy of LGU-Ormoc to protect and promote the right of its constituents to quality education and provide access mechanism to the poor but deserving students to be able to complete a college degree or technical or vocational course and provide them with opportunities to harness their potentials that will translate not only to their personal advancement but also to local and national economic development;

WHEREAS, upon close and thorough review, this Sanggunian finds that the MOA is not contrary to law, public policy, public morals and existing contracts and finds the stipulations thereon to be in conformity with the existing City Scholarship Ordinance and that it is most deserving of the Sanggunian's prompt favorable action;

WHEREFORE, on joint motion of SP Member Nolito M. Quilang, Chairman of the Committee on Education, and SP Member Jasper M. Lucero, Member of the Committee on Laws and Ordinances, severally seconded by SP Members Tomas R. Serafica, Peter M. Rodriguez and Esteban V. Laurente; be it

RESOLVED, AS IT IS HEREBY RESOLVED, to pass AN OMNIBUS 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 IDENTIFIED PARTNER SCHOOLS NAMELY: EASTERN VISAYAS STATE UNIVERSITY AND UNIVERSITY OF THE PHILIPPINES VISAYAS TACLOBAN COLLEGE FOR THE IMPLEMENTATION OF THE ACADEMIC SCHOLARSHIP PROGRAM OF ORMOC CITY;

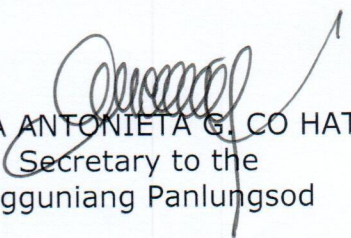
ADOPTED, December 14, 2021.

RESOLVED FURTHER, that a copy of the final and notarized Memorandum of Agreement (MOA) be submitted to this Sanggunian for its information and files;


RESOLVED FINALLY, to furnish copies of this resolution each to the City Mayor of Ormoc Richard I. Gomez; the City Administrator; the City Legal Officer; the Education & Scholarship Office; the Ormoc City Academic Scholarship Association; EVSU - Ormoc City; UP Visayas Tacloban College; the City 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 Budget Office  
Ormoc City

The **CITY GOVERNMENT UNIT OF ORMOC**, a municipal corporation created and existing under Philippine laws, with address at Aunubing Street, Brgy. Cogon, Ormoc City, represented by Mayor **RICHARD I. GOMEZ**, hereinafter referred to as the **FIRST PARTY**; and

The **EASTERN VISAYAS STATE UNIVERSITY**, represented in this instance by **DENNIS C. DE PAZ, Ph.D.**, University President, 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 underprivileged, the **FIRST PARTY** provides scholarships and educational assistance to the underserved but deserving students in order to harness their potential and ability to contribute to the development goals of the country;

**WHEREAS**, the **FIRST PARTY** enacted Ordinance No. 028, Series of 2017 and entitled the "Ormoc City Scholarship Program", which provides the funds therefor, defines the qualifications and standards for academic subsidy and allowance, and institutionalizes the city scholarship program;

**WHEREAS**, the **SECOND PARTY** is a \_\_\_\_\_;

**WHEREAS**, both parties are desirous of entering into this agreement to establish mutual cooperation and assistance in helping the scholars comply with the 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 The **FIRST PARTY** shall:

**ORMOC CITY LEGAL OFFICE**  
Approved \_\_\_\_\_  
Separate Opinion \_\_\_\_\_  
Drafted by CLO \_\_\_\_\_  
Vol. Secretary to laws, public policy, moral.

1. The **FIRST PARTY** shall provide the necessary funds to support the scholarship grants and financial assistance to the grantees enrolled with the **SECOND PARTY** until the completion of the latter's respective courses. These grants and financial assistance are those as enumerated under Section 11 of the Ormoc City Scholarship Program Ordinance and as defined under the same legislation.

2. The **FIRST PARTY** shall act through 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**.

3. The **FIRST PARTY**, through the Education and Scholarship Office (ESO), will coordinate with the **SECOND PARTY** through its Scholarship Coordinator, all issues and concerns for the purpose of monitoring "performance of scholars and keep track of them,

BY: \_\_\_\_\_  
Atty. Josephine A. Esca-Ramero  
City Legal Office

DATE: \_\_\_\_\_



especially after their availment of the benefits of the program", and for the purpose of the enforcement of the provisions of the Ormoc City Scholarship Program.

## B. OBLIGATIONS OF THE SECOND PARTY

The SECOND PARTY shall:

1. Designate a SCHOLARSHIP COORDINATOR to assist the scholars in complying with the terms and conditions of the scholarship and coordinate or assist the ESO in addressing issues and concerns affecting the scholars;
2. Furnish the FIRST PARTY with grade reports and such other documents needed by its current students who are applying for scholarship with the city;
3. Submit to the FIRST PARTY the academic grades of the all scholars- grantees, certification on community involvement and such other documents, pertinent and relevant to this MOA and the Ormoc City Scholarship Program, and not later than THIRTY (30) days from the close 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, that they take the prescribed subjects per semester and that incomplete grades are avoided, any and all which is a ground for the termination of scholarship; and
5. Coordinate with the FIRST PARTY through the ESO, scholars who are facing problems such as dropping from school, those involved in any crime or offense or those violating school rules and regulations, and similar others.

## C. COMMON PROVISIONS

The parties will implement such measures as may be necessary to the end that all scholars under the Ormoc City Scholarship Program are able to observe the following terms as a prerequisite to continuation of scholarship.

1. To continue the full benefit under the Ormoc City Scholarship Program, the scholar for an academic degree shall comply with the following scholastic requirements:
  - a. Maintain a semestral average of 2.0 or 85%;
  - b. Must not fail in any subject;
  - c. Have not dropped any subject;
  - d. Must not have an incomplete grade in any subject.
2. The scholar should not stop schooling in any semester of his/her 4-5 year 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.
3. The scholar shall enroll in full/regular load each semester as prescribed by the curriculum of the chosen course.
4. Except when required by the course curriculum, a scholar may enroll in summer classes at his/her own expense. Monthly stipend shall not be provided under the City Scholarship Program.
5. 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 ESO 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 the semester after which the scholarship support shall automatically end and the scholar is terminated from the scholarship program.
6. **SHIFTING OF COURSE** - A scholar may be 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

REVIEWED

ORMOC CITY LEGAL OFFICER

Program.

Approved

Separate Opinion

Drafted by CLO

Not contrary to laws, public

policy, moral.

Amendments (Revisions)

Atty. Josephine A. Meja-Romero  
City Legal Officer

BY: DATE: NOV 12 2021



- must also be in the list of priority courses under Section 7 of the Ormoc City Scholarship Ordinance.
7. **TRANSFER OF SCHOOL** – A scholar shall not be allowed to transfer to another school during the duration of the course for which he/ she was extended a grant under the Ormoc City Scholarship Program.
  8. **COMMUNITY INVOLVEMENT** – A scholar shall actively participate in a community project and is encouraged to be active in social involvement activities of the school.

The scholar shall submit the following every after end of the semester:

- a. Authenticated copy of final grades every after end of the semester;
- b. Certification from school that the scholar has not participated in any offense involving moral turpitude;
- c. 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 and after this agreement has been completely executed with parties herein affixing their signatures, and shall continue to be in force and effect until mutually revoked or terminated by the parties.

Either party may terminate this Agreement upon prior written notice to the other and shall take effect thirty (30) days after receipt of said notice. Rights already accrued under this agreement prior to the receipt by one party of the notice shall not be prejudiced by the proposed or actual termination.

#### 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 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

**EASTERN VISAYAS STATE  
UNIVERSITY**

Second Party

By:

By:

REVIEWED

ORMOC CITY LEGAL OFFICER  
**RICHARD I. GOMEZ**  
City Mayor

**DENNIS C. DE PAZ, Ph.D.**  
President

Approved

Separate Opinion

Signed in the presence of:

Drafted by CLO

Not contrary to laws, public  
policy, moral.

Amendments/Revisions

Atty. Josepa R. Mendoza-Romero  
City Legal Officer

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



## ACKNOWLEDGEMENT

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

In the City of Ormoc this \_\_\_\_\_ day of \_\_\_\_\_ personally  
appeared to me the following with competent evidence of identity:

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 \_\_\_\_\_ 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.

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
Atty. Josephine A. Maja Romero City Legal Officer
BY: _____ DATE: _____