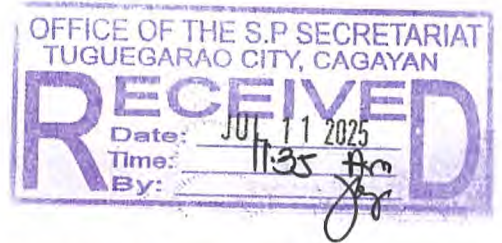


JK



Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

Phone number : 0953-588-3721 | email address : cmotuguegaraocity@gmail.com



OFFICE OF THE CITY MAYOR

11 July 2025

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod
This City


Through : **HON. ROSAURO RODRIGO G. RESUELLO**
Vice Mayor
This City

Dear *Members of the Sanggunian*:

Herewith is the draft Memorandum of Agreement between the Philippine Drug Enforcement Agency and the Tuguegarao City Government relative to the operationalization of the Balay Silangan, for your information and appropriate action.

Thank you!

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor

Copy furnished:

- PDEA RO2
- DILG Tuguegarao City
- City Legal Office
- City Health Office



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into this _____ of _____ 2025 in Tuguegarao City, Philippines by and between:

The **PHILIPPINE DRUG ENFORCEMENT AGENCY**, a civilian law enforcement agency duly established by authority of REPUBLIC ACT NO. 9165, as amended by REPUBLIC ACT NO. 10640, otherwise known as the COMPREHENSIVE DANGEROUS DRUGS ACT OF 2002, with principal office at PDEA Building, NIA Northside Road, National Government Center, Barangay Pinyahan, Quezon City. It is represented by **REGIONAL DIRECTOR CHARLENE R. MAGDURULANG, MPA, DIRECTOR III.**

-AND-

The, Local Government Unit of Tuguegarao City, a government political subdivision, created under the laws of the Republic of the Philippines, with office address at Government Center, Carig Sur, with It is represented by its **CITY MAYOR, HON. MAILA ROSARIO S. TING-QUE.**

WITNESSETH:

WHEREAS, the **COMPREHENSIVE DANGEROUS DRUGS ACT OF 2002** established PDEA to serve as the lead agency in the investigation of violations of the said Act and to “...serve as the implementing arm of the (Dangerous Drugs) Board, and shall be responsible for the efficient and effective law enforcement of all the provisions on any dangerous drug and/or controlled precursor and essential chemical as provided in [the said] Act.”

WHEREAS, the Philippines has long recognized the necessity “to safeguard the integrity of its territory and the well-being of its citizenry particularly the youth, from the harmful effects of dangerous drugs on their physical and mental well-being, and to defend the same against acts or omissions detrimental to their development and preservation.”

WHEREAS, Section 25 of the Local Government Code mandates that national agencies and offices with project implementation functions shall coordinate with one another and with the local government units concerned in the discharge of these functions where the participation of local government units both in the planning and implementation of said national projects are ensured;

WHEREAS, to appropriately address the problems and issues confronting the parties in the performance of their respective functions and efficiently synchronize all efforts in the government’s anti-illegal drug campaign towards the attainment of a drug free-country, there is a need for cooperation and close coordination between and among government agencies or offices;

WHEREAS, pursuant to Resolution No. _____, dated _____ of the Sangguniang Panglungsod, the Mayor _____, has been authorized to sign, execute and deliver this Memorandum of Agreement for and in behalf of Tuguegarao City;

TERMS & CONDITIONS:

NOW, THEREFORE, in light of the foregoing, the Parties hereby agree and jointly undertake to closely coordinate and render mutual assistance to the fullest extent with each other in the continuation and further enhancement of the organized and systematic implementation of their respective mandates, as follows:

GENERAL PROVISIONS

1. The Parties shall ensure effective and efficient implementation of the DDB Regulation No. 2, S.2018, and the laws creating the Parties, taking into consideration their respective implementing rules and regulations, operational guidelines and protocols. The same shall be considered in resolving any ambiguity or doubt that might arise in the interpretation beneficial to the interest of all the Parties shall be considered.

2. The Parties shall undertake to support and endeavor for their inclusion in collaborative partnerships with other organizations, and other government agencies for a more resolute and efficient accomplishment of this Memorandum.

DUTIES AND OBLIGATIONS

1. The **PDEA** shall undertake to comply and deliver the following:
 - a. Act as the enforcement arm of the Balay Silangan Program;
 - b. Provide education on RA 9165 and shall likewise, in line with programs designed and developed by the DDB for the Balay Silangan Program pursuant to Section 81 (e) of RA 9165, provide training in preventive education and community involvement seminars/trainings/workshop;
 - c. Conduct screening/investigation of surrenderee with the assistance of Health Sector to determine if they are eligible for the Balay Silangan Program; and
 - d. Facilitate the participation of private corporations in the Balay Silangan Program through their respective corporate social responsibility.

2. Tuguegarao City shall undertake to comply and deliver the following:

- a. Establish infrastructure necessary for the Balay Silangan Program in accordance with DDB Regulation No. 2, s. 2018;
- b. Ensure that its Anti-Drug Abuse Council, adopt the Program of Instruction as provided under DDB Regulation No. 2, s. 2018
- c. Conduct, through its Anti-Drug Abuse Council, livelihood programs and other concerns;
- d. Provide, through its Anti-Drug Abuse Council, continuing employment opportunity; and
- e. Provide for necessary structures, manpower, funds, and other needs deemed necessary for providing programs such as training.

MISCELLANEOUS PROVISIONS

1. This Memorandum of Agreement shall be binding and effective upon the Parties immediately upon signing hereof.

2. In the event any of the provisions in this Memorandum of Agreement is declared invalid, the remaining provisions not declared as invalid shall continue to be in full force and effect.

3. The Parties shall undertake to make the necessary repeal, amendment, or revision of their issuances in the event the same runs counter or frustrates the implementation of this Memorandum of Agreement.

4. This Memorandum of Agreement may be terminated upon written agreement of the parties in writing or may be pre-terminated on any following grounds:

- a. Occurrence of fraudulent practices;
- b. Occurrence of force majeure when it becomes improbable for the parties to carry out their undertakings;
- c. Failure on the part of either party to comply with any of the terms and/or conditions of the MOA

Provided that a period of five (5) days from notice shall be given to the party before the said termination. The termination of this

Memorandum of Agreement shall not adversely affect, any valid or subsisting undertaking concluded or entered into pursuant to the same.

IN VIEW OF THE FOREGOING, the parties, through their representatives, hereby affix their signature this ____ day of _____ 2025, in _____, Philippines.

WILKINS M. VILLANUEVA, MPA, CESE
Director General, PDEA

MAILA ROSARIO S. TING-QUE
City Mayor, Tuguegarao City

Represented by:

CHARLENE R. MAGDURULANG, MPA, DIRECTOR III
Regional Director, PDEA RO II

Witnesses:

Provincial Officer, PDEA

MAGNOLIA N. FUGGAN, RN
Balay Silangan Focal Person

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in _____ personally appeared this ____ day of _____ 2025 at _____.
who exhibited their government-issued identification cards _____ and _____, respectively, known to me and to me known to be the same persons who executed the foregoing instrument, which they acknowledged to me as their free and voluntary act and deed, consisting of only four (4) pages, duly signed by them and their instrumental witnesses on each and every page hereof.

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

Doc. No.

Page No.

Book No.

Series of 2025.