



BAGONG PILIPINAS

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

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

OCT 03 2024

1:33 pm

OFFICE OF THE CITY MAYOR

03 October 2024

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod
This City

Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the Memorandum of Agreement (MOA) between the Philippine National Police, Drug Enforcement Group Special Operations Unit II and the Tuguegarao City Anti- Drug Abuse Advisory Council and Schools Division Office of Tuguegarao City for your information and appropriate action.

Thank you!

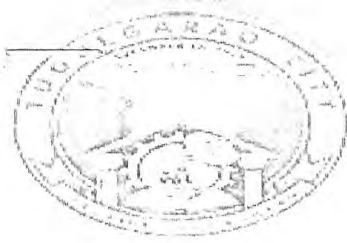
In the name of public service,

MAILA ROSARIO S. TING-QUE
City Mayor

Copy furnished:

- *Philippine National Police, Drug Enforcement Group Special Operations Unit II*
- *Schools Division Office of Tuguegarao City*
- *City Legal Office (c/o Atty. Roderick S. Iquin)*





Republic of the Philippines
 Province of Cagayan
 Tuguegarao City
CITY LEGAL OFFICE

2nd Floor, Tuguegarao City Hall, Carig Sur,
 Tuguegarao City Cagayan 3500
 Email:



BAGONG PILIPINA

2nd INDORSEMENT
OCTOBER 2, 2024

OFFICE OF THE CITY MAYOR

Date:

Time:

4:38 PM

FOR : HONORABLE MAILA ROSARIO S. TING-QUE
 City Mayor

FROM : The City Legal Office

SUBJECT : MEMORANDUM OF AGREEMENT OF THE IMPLEMENTATION OF DEMAND REDUCTION STRATEGY

Respectfully transmitting the attached draft Memorandum of Agreement (MOA) between the Philippine National Police, Drug Enforcement Group Special Operations Unit II and the Tuguegarao City Anti-Drug Abuse Advisory Council and Schools Division Office of Tuguegarao City, the document of which has undergone careful review and evaluation of this office, for your appropriate action.


RODERICK S. IQUIN
 Acting City Legal Officer



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made and entered into on _____ in _____, by and between:

THE PHILIPPINE NATIONAL POLICE, DRUG ENFORCEMENT GROUP SPECIAL OPERATIONS UNIT II, a government entity duly organized and created pursuant to NAPOLCOM Resolution No. 2017-317, with principal office address at Camp Marcelo A Adduru, Tuguegarao City, Cagayan Valley represented by its Commander, **PCOL ARIEL A CAPOCAO**, hereinafter referred to as **PNP DEG-SOU2**;

-and-

The **TUGUEGARAO CITY ANTI-DRUG ABUSE ADVISORY COUNCIL**, the lead agency in Tuguegarao City is tasked with the implementation of a total and integrated program designed to curb the drug abuse problem, with principal office addressed at Tuguegarao City Hall, Carig Sur, Tuguegarao City, Cagayan Valley represented by Tuguegarao City Mayor **HONORABLE MAILA ROSARIO S. TING-QUE**, hereinafter referred to as the **“TCADAAC”**;

The **SCHOOLS DIVISION OFFICE OF TUGUEGARAO CITY**, is the local office of the Department of Education (DepEd) situated at Dalan na Pagayaya, Regional Government Center, Carig, Tuguegarao City, Cagayan Valley and represented by its Superintendent **GILBERT N. TONG, Ph.D., CEO VI, CESO V**, hereinafter referred to as **“SDO-TC**.

(PNP DEG, TCADAAC, and SDO-TC shall hereinafter referred collectively as “Parties”)

WITNESSETH:

WHEREAS, Republic Act No. 6975, as amended, mandates the Philippine National Police (PNP) to enforce all laws and ordinances relative to the protection of lives and properties, Investigate and prevent crimes, effect the arrest of criminal offenders, bring offenders to justice and assist in their prosecution and perform such other duties and exercise all other functions as may be provided by law;

WHEREAS, one of the National Operating Support Units (NOSU) of the Philippine National Police (PNP) is the PNP Drug Enforcement Group which was organized and created by virtue of NAPOLCOM Resolution No. 2017-317 and is primarily responsible in the implementation of the anti-illegal drug strategy of the PNP in support to the Philippine Drug Enforcement Agency (PDEA);



WHEREAS, it is the mission of PNP DEG to conduct intensified anti-illegal drug operations, ensure the successful prosecution of drug cases, and enhance public awareness of the harmful effects of dangerous drugs in partnership with the community;

WHEREAS, PNP DEG-SOU2 recognized the role of Non-Government Organizations (NGOs) community-based or sectoral organizations, and volunteer groups as indispensable partners and force multipliers in protecting the nation against illegal drug activities, crimes, and acts of terrorism;

WHEREAS, the existing programs of TCADAAC are being carried out to assist the Philippine National Police in its law enforcement function and the maintenance of peace and order;

WHEREAS, SDO-TC has the mandate of supervising all basic and secondary public schools in Tuguegarao City, and developing and implementing DepEd's policies, research agenda, and strategic plan for the entire school's division;

WHEREAS, incidents of violence involving children in the school setting have been reported to the DepEd, which include drug and alcohol abuse, among others, and thus needing for a policy for the management of children in conflict with the law (CICL) and children-at-risk (CAR);

WHEREAS, the DepEd issued Order No. 18, s. 2015 establishing the guidelines and procedures on the management of CICL and CAR with the aim of assisting schools and Community Learning Centers (CLC), including all concerned authorities such as PNP DEG-SOU2 and TCADAAC, in the management of CICL and CAR;

WHEREAS, the Philippine National Police similarly issued Memorandum Circular No. 2021-081 establishing guidelines and procedures to guarantee the special protection and safety of children while they are in the custody of the Philippine National Police;

WHEREAS, there is a need to coordinate these existing programs or engage in new initiatives to enhance assistance to the Philippine National Police and the DepEd and encourage and broaden support from the citizenry in the law enforcement efforts of the police and child protection efforts of teachers and schools;

WHEREAS, the PNP DEG-SOU2, the TCADAAC, and SDO-TC hereby formulate this agreement in order to lay the groundwork, procedure, and basis for collaboration and cooperation between the parties herein;

NOW THEREFORE, for in and consideration of the foregoing premises, the Parties agree to undertake the following:

Article 1. General Provisions:

1. The objective of this Agreement is to promote collaboration among the parties particularly in combatting illegal drug activities in the community, promoting drug awareness and information sharing to achieve a drug-free Philippines;



2. PNP DEG-SOU2 shall accredit TCADAAC and SDO-TC as its Force Multiplier and partner in implementing its program in accordance with existing PNP policies, rules and regulations; mobilize TCADAAC and SDO-TC Qualified Members during the conduct of its operations; provide trainings/seminars on the Drug Enforcement and assist TCADAAC in its mass – organizing efforts to combat illegal drugs.

Article 2. Meetings:

PNP DEG-SOU2, TCADAAC, and SDO-TC shall agree to hold periodic meetings and dialogues for the purpose of improving cooperation, facilitating coordination and fast-tracking the gathering of information for use by the PNP DEG-SOU2. Such meetings shall be without prejudice to special meetings that may be necessary in the conduct of anti-illegal drug operations and other cases of transcendental importance.

Article 3. Specific Roles

A. PNP DRUG ENFORCEMENT GROUP- SPECIAL OPERATIONS UNIT II

1. Provide training on identifying and responding to suspected violations of RA No. 9165;
2. Conduct child-friendly information campaigns for public school on the harmful effects of using dangerous drugs;
3. Provide relevant information necessary to equip TCADAAC members and public school in effectively carrying out their task of information-gathering and communication to PNP DEG-SOU2;
4. Organize outreach programs focusing on drug awareness.
5. Act as supervisor of TCADAAC and public schools in Tuguegarao City during the conduct of illegal drug awareness campaign in the community;
6. Protect the TCADAAC against all forms of harassment and abuse during the conduct of their service in the community;
7. Provide lecturers in implementing the **Project READY (Resistance Education Against Drugs for the Youth)** program in public schools in Tuguegarao City.

B. TUGUEGARAO CITY ANTI-DRUG ABUSE ADVISORY COUNCIL

1. Provide the PNP DEG-SOU2 with real-time and accurate information on all forms of criminal acts committed on major thoroughfares that involve or were observed by its members through the PNP DEG-SOU2 Text Reporting System;
2. Designate members who will attend Anti-Illegal Drugs seminars conducted by the PNP DEG-SOU2 and serve as a member of the PNP DEG-SOU2 Intelligence Network who shall assist the PNP DEG-SOU2 in its Anti-Illegal Drugs campaign;
3. Always ensure that the group and its members are law-abiding citizens and act as role models in their respective communities;
4. Act as community intelligence network against lawless elements and criminals operating in the community to ensure the proper transfer of information to PNP DEG-SOU2 for their immediate action;



5. Provide manpower and share other available resources that are necessary for the successful accomplishment of the PNP DEG-SOU2 Mission; and
6. The TCADAAC shall bear the responsibility of collaborating, coordinating, and conducting discussions with the schools for the implementation of **Project READY (Resistance Education Against Drugs for the Youth)** and the PNP DEG-SOU2 shall act as an implementing party, providing lecturers and expertise to facilitate the successful execution of the Project READY program.

C. SCHOOLS DIVISION OFFICE OF TUGUEGARAO CITY

1. Direct all public schools under its jurisdiction to regularly attend Anti-Illegal Drugs seminars given by the PNP DEG-SOU2;
2. Serve as a member of the PNP DEG Intelligence Network who shall assist the PNP DEG-SOU2 on its anti-Illegal Drugs campaign;
2. Always ensure that public school teachers under its authority acts as role models for their respective students;
3. Direct all public-school teachers and authorities under its jurisdiction to act as community intelligence network against lawless elements and criminals operating in the community to ensure the proper transfer of information to PNP DEG-SOU2 for immediate action;
4. Provide manpower and share other available resources that are necessary for the successful accomplishment of the PNP DEG-SOU2 Mission; and
5. Include during parents and students meeting discussion on the detrimental effects of using dangerous drugs and ways to avoid it.

Article 4. Terms and Agreement:

1. The parties shall be partners in projects affecting the common interest of all. These shall include improvement of police-community relations;
2. The parties shall coordinate, exchange views and information, and support the respective projects of each organization. Support shall also extend to assistance and advice on legal problems and related issues;
3. Good faith, sound discretion, and the observance of the law shall be the guiding light in the implementation of this agreement; and
4. This agreement will immediately take effect upon signing and will continue to be in effect until terminated or rescinded or modified by either party.

Article 5. Cost and Expense:

Each Party shall be solely responsible for its own cost and expense in the performance of its respective obligations contained herein.

Article 6. Intellectual Property:

Each Party's copyrights, trademarks, service marks, trade names, designs, and all other intellectual creations of whatsoever nature shall remain as the sole and exclusive property of such Party. Any license to use granted by one Party to the other Party shall be limited, revocable, non-assignable, and non-transferable.



At the termination of this MOU, both Parties shall show forthwith cease the use of the other's intellectual property.

Article 7. Confidentiality Clause:

All information, records and documents received by either Party by reason of this MOA which are deemed confidential shall not be disclosed and shall remain confidential even after the termination of this agreement. All parties must ensure that they strictly and faithfully observe the provisions of RA No. 10173 otherwise known as the "Data Privacy Act of 2012."

Article 8. Amendment and Rescission:

The MOA may be amended, revised, or rescinded by mutual consent of the parties provided that it must be made in writing. Such amendment, revision, or rescission shall take effect on the date specified on the written notice but in no case, shall be less than thirty (30) days from the receipt.

Article 9. Term and Effectivity

This MOA shall be valid and effective for a period of twelve (12) months from signing. Before the end of which, parties will review whether or not the MOU will continue, amended, or rescinded. If no such review was conducted after the validity of this MOA, it shall automatically be rescinded.

Article 10. Separability Clause

If any provision of this MOA is deemed invalid or unenforceable, the remaining provision shall remain valid and enforceable.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective offices, have signed the present Memorandum of Understanding.

Done in Tuguegarao City this _____ day of _____ 2024.



For the PNP DEG:

For TCADAAC:

PCOL ARIEL ALIANGAN CAPOCAO
Commander, PNP DEG-SOU2

HON. MAILA ROSARIO SERA TING-QUE
Mayor, Tuguegarao City

For the SDO-TC:

GILBERT NARAG TONG, Ph.D., CEO VI, CESO V
Schools Division Superintendent, Dep. Ed.- Div. of Tuguegarao City

WITNESSES:

For the PNP DEG:

For TCADAAC:

PLT DOMINICRIS T ALLAYBAN
Chief, PCR Section, PNP DEG-SOU2

NAME OF WITNESS
Designation

For the SDO-TC:

GINA M DURIAN
Designation



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Tuguegarao City) S.S

BEFORE ME, a Notary Public for Tuguegarao City, Philippines on this ___ day of _____ 2024, personally appeared:

Parties	Gov't. ID and ID No.	Issued on/Expiration
ARIEL A CAPOCAO	PNP-22B1400526	02/14/2022-09/29/2025
MAILA ROSARIO S. TING-QUE		
GILBERT N. TONG	PRC- 0641431	07/12/2000-12/10/2027
DOMINICRIS T ALLAYBAN	PNP- 23E3000214	05/30/2023-07/16-2026
GINA M DURIAN	LT- B04-05-055724	10/17/2032
LGU witness		

Both known to me the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and voluntary deed and that of government agencies they respectively represent.

This instrument consists of seven (7) pages, including this page where the acknowledgment is written and has been signed by the parties and their instrumental witnesses on each page thereof and refers to a Memorandum of Understanding.

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

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024 _____

