

GUIDELINES AND PROCEDURES FOR SECURITY AGENCIES IN THE DEPLOYMENT OF SECURITY PERSONNEL ON PROPERTIES/ESTABLISHMENTS WITH CONFLICTING CLAIMS, OWNERSHIP, MANAGEMENT OR ADMINISTRATION...

PNP STANDARD OPERATING PROCEDURE NO. 007-08, November 11, 2008

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I. AUTHORITY: Section 17 of RA 5487 as amended.

II. REFERENCES:

- a. Revised Rules of Court;
- b. RA 5487, as amended, and its IRR;
- c. Other applicable Policies, Issuances; and Rules and Regulations of Regulatory Agencies and Quasi-Judicial Bodies.

III. BACKGROUND:

There have been several instances where some clients have utilized private security guards as members of a private army to enforce their claims against another party or to demand that someone else be excluded, which resulted in armed confrontations, violence, injuries and death. Likewise, other clients have exploited these security guards and used them to harass civilian sympathizers, supporters, possessors/administrators/owners of properties or establishment and even members of the local police units where these properties/establishments are located. Usually, when the conflict arises, both parties would ask relevant authority(ies) to take their sides.

IV. PURPOSE:

These procedures are promulgated to prescribe the guidelines for the conduct of activities of security personnel of concerned security agencies in any property or establishment of their clients under existing security services agreement (SSA) or any other kind of arrangement and is the subject of conflicting claims, ownership, management, administration of properties or establishments in order to ensure the preservation and maintenance of peace and order and the protection of lives thereat before, during and after judicial, quasi-judicial or administrative action(s) or issuance of appropriate applicable legal order(s).

V. POLICIES:

1. Private security personnel shall always protect all lives and properties or establishments they are assigned to do so, preserve and maintain peace and order thereat and assist local authorities in securing the stability of the government; and,
2. Private security personnel shall not be used, in any manner whatsoever, by their clients as a tool for oppression, violence and any other acts that are against public order and/or inimical to national interest.

VI. SCOPE OF APPLICATION:

These procedures shall apply in any property or establishment of a client of private security agency (PSA) under security services agreement (SSA) or security contract or any other kind of arrangement and is the subject of conflicting claims, ownership, management or administration, and shall serve to guide all security agencies and its guards in dealing with any persons having interest in, rights to enjoy, possess over such properties/establishments.

VII. DEFINITION OF TERMS:

1. Private security personnel – shall be natural persons which include private security guards, private detectives, security consultants, security officers and others that may be classified later, rendering/performing security and/or detective services as employed by private security agencies and/or private firms (Section 1g, IRR of RA 5487).
2. Order – a mandate; precept; command or direction authoritatively given. Direction of a court or judge made or entered in writing and not included in judgment, which determines some point or directs some step in the proceeding (Black's Law Dictionary, Sixth Edition).
3. Quasi-judicial – a term applied to the action, discretion, etc., of public administrative officers or bodies, who are required to investigate facts, or ascertain the existence of facts, hold hearings, weigh evidence and draw conclusions from them, as a basis for their official action and exercise discretion of a judicial nature.
4. Sheriff – a court officer of a general character who exercises or can exercise his functions within the limits of his jurisdiction (Philippine Law dictionary, Third Edition).
5. Writ – a written court order or a judicial process, directing that a sheriff or other judicial officer to do what is commanded by the writ, or giving authority and commission to have it done (Black's Law Dictionary, Sixth Edition).
6. Complainant – a natural or juridical person who was aggrieved, or injured as a result of an act or omission of another person.
7. Incumbent PSA – the security agency currently hired/posted prior to the issuance of the Order.
8. New PSA/Subsequent PSA – security agency hired/contracted after the issuance of an Order from the court, quasi-judicial agencies or administrative bodies.

VIII. PROCEDURE(S):

1. In the maintenance of peace and order, protection of lives and properties, and provision of appropriate assistance to local authorities, private security personnel are reminded to observe, adhere to, and comply with Rule X (Professional Conduct and Ethics); Rule XII (Utilization of Private Security Agencies and Personnel), Rule XIII (Powers and Duties), Rule XIV (Reports and Records), and Rule XVIII (Duties during Strikes and Lockouts), all under the IRR of RA 5487, as amended.

2. Additionally, in the event of a conflicting claim, ownership, administration or management, private security personnel shall adhere to the following provisions subject to the prevailing circumstances/situations before, during and after the issuance of the legal order from court, quasi-judicial or administrative bodies to wit:

A. Before Legal actions/Issuances and implementation of Orders

1. It is the responsibility of authorized officers/or owners of PSAs to ensure that all their security personnel are cognizant with the aforementioned rules.
2. The incumbent PSA must inform the Chief, SAGSD about the existence of conflicting claim, ownership,

management or administration of properties/establishments which may result to a violent incident. Any fast and available means of communication must be resorted to. Attached are prepared checklists and the forms and contents of letter to inform for the reference of the PSAs.

3. Should there be any complaint filed by a security agency against another before SAGSD as a result of the existing conflict, same shall be referred to PAD PAO for arbitration and adjudication of the issues raised. All settlement made between or among the parties shall be made in writing signed by the parties and attested by the President of PAD PAO. The Regional PAD PAO offices shall take cognizance of cases having similar circumstances in their respective areas of jurisdiction. Complaint shall only be referred back to SAGSD in case there is no conciliation or settlement reached by the parties and in such a case, PAD PAO shall issue a certification citing the result thereof.

4. The complaint filed before SAGSD shall be accompanied by a certification issued by PAD PAO before an investigation shall be conducted. However, in adherence to the principle of exhaustion of administrative remedies, SAGSD as it may deem necessary, before formal investigation, shall initiate the creation of a body that shall be composed of authorized representatives from concerned agencies of the government, PAD PAO, security agencies and the contending parties. This body, together with other relevant offices, or agencies may be tapped, to resolve existing issues/concerns pertaining to peace and order affecting the property/establishment and/or personnel, employees, residents thereat. The body may formulate its own rule specific to the conflict to be resolved and consistent with RA 5487, and other applicable laws.

5. No PSAs shall enter into a contract with any client whose property/establishment has an existing conflict of claim, ownership, management or administration of properties/ establishments with another party, without the written permission from the police office that has jurisdiction of the property/establishment, clearance from the court, quasi-judicial or administrative body having jurisdiction over the case, and the Chief, SAGSD, considering the dangerous tendency rule which is akin to the maintenance of public order. In any case, security service agreement (SSA)/security contract must contain a provision that in case there is an existing conflict of claims, the hired PSA's shall automatically terminate its services without any liability on its part.

6. The incumbent PSA shall be directly responsible in the posting of uniformed security guards and should refrain from abetting or assisting any act of its currently recognized client that is considered contrary to law, morals, good customs, public order or public safety so as to avoid possible confrontations between the contending parties that could lead to chaos, injuries, loss of lives and/or damage to properties.

7. The incumbent PSA shall, with the diligence required by the prevailing circumstances/ situations within the property/establishment, maintain status quo ante and continue to carry out its duties and obligations to the currently recognized client based on the security services agreement they entered into until the issuance of legal orders terminating its SSA or the expiration of the same, whichever comes first.

8. Without valid order from courts or quasi-judicial or administrative bodies, incumbent PSA should not unilaterally exclude the complainant, its employees/residents from access to property/establishment because of conflict, but may initiate appropriate control measures on their entry and exit without jeopardizing the SSA they entered into with the currently recognized client.

9. The incumbent PSA shall not, in any manner whatsoever, bring in additional number of security personnel contrary to the SSA provisions, especially those that are not organic to the agency. Expanding the guard force may increase opportunities for hostile actions.

10. The incumbent PSA must fully understand the need to balance the interests and responses to the requests of contending parties for effective security management of the property/establishment.

11. The incumbent PSA must consider the unique characteristics of the community where the property/establishment is located such as traffic flow, specialized facilities, specific by-laws and

residents'/employees preferences in implementing access control measures thereat.

12. All issued high-powered firearms to security guards manning the property/establishment must be recalled immediately and be stored at agency's firearms safety vault. PSA may encounter a situation in which both contending parties are contract tenants of a property/establishment owned by an innocent third party. The principle of maximum tolerance and compassion are hereby encouraged among the parties to avoid jeopardizing the rights of the third party.

13. PSA must not put the employees or residents of property/establishment at risk between feuding parties.

B. During the Implementation of Order(s)

1. The incumbent PSA, if still operating, and/or the newly contracted PSA must look for ways to maintain an open channel of communication with their clients and other parties involved to receive and share information, especially the implementation of valid/effective legal action or order from competent authority concerning the conflict.

2. New/incoming PSA shall not deploy their security personnel for the implementation of any order or writ issued by a court or quasi-judicial bodies unless requested in writing by the designated Sheriff and with the approval of the Chief, SAGSD for the National Capital Region or Chief, ROPD in regions to enforce the order and the presence of such security personnel is needed for the protection and preservation of the property involved and to maintain peace and order.

3. Upon receipt of a legal order or knowing the existence of legal action, the on-ground authorized representative of incumbent and new PSA(s) shall immediately disseminate the contents of the order to all assigned private security personnel, explaining in details the implications of such an order. Should they fail to get one after having been informed of its issuance or existence, they must officially secure it from the issuing authority or other parties involved.

4. The request for approval of the Chief, SAGSD or Chief, ROPD for the deployment of security personnel shall be accompanied by the copy of the writ and the request of the Sheriff for the need of security personnel. Applicant PSA shall keep SAGSD or FESAGS informed of any subsequent/further or interlocutory or final order(s) concerning the conflict. Coordination with the local police that has jurisdiction of the area shall be made prior to deployment of security guards.

5. Security personnel designated to be deployed shall be in proper uniform with visible nameplates and their license to exercise profession (LTEP) ID's and shall not carry high powered firearms.

6. New PSAs should deploy/post security guards who are trained and has the experience in dealing with the public under a stressful situation. PSA's may replace, reshuffle guards with similar qualifications to maintain same level of effectiveness in the performance of duty.

7. The incumbent/new PSAs should address significant peace and order issues/concerns of the contending parties without having to call, from time to time, for police assistance/local authority but shall always be in the look out for suspicious behavior, possible emergency cases or traffic problems under current situation.

8. The incumbent/new PSAs must alienate itself from the legal issue of the case despite their client(s) interest in the conflict. They shall participate as working partners of the caretaker/management committee/interim administrator, in providing equity of access in the use/employment/enjoyment of the property/establishment and the promotion of security in their common environment.

9. Any PSA, whether incumbent or new, must heed to the legal order/call from the competent authority, requiring it to vacate/change/modify its current posts for justifiable reasons or authorized causes. The same is true with the new PSA, if ordered to do so by competent authority.

10. SAGSD personnel, if authorized to conduct an ocular inspection or for any authorized transaction in the contested property/establishment, shall exercise utmost caution in order to level-off the understanding of all parties involved in the conflict. They shall remain neutral throughout the implementation of any legal action/order.

11. No security personnel shall be actively involved in demolition, removal, destruction or recovery of the properties/establishments/physical structures, they shall only ensure that no property shall be stolen, looted or taken from the premises.

12. PSA should provide escort guard(s) for all authorities involved in the resolution of conflict and restrict visit of unauthorized areas known to be sensitive and can offer a venue for violence to erupt.

C. After the Implementation of Legal Action/Order

1. The SAGSD or its authorized representatives reserves the right to conduct post-to-post and administrative inspection anytime throughout the period of conflict.

2. Following the final order of the court, quasi-judicial or administrative body, both the incumbent PSA and the new PSA must assist in the conduct of peaceful turnover of property/establishment to the party adjudged to be the rightful owner, manager or administrator. The PSA whose client has lost the case should relinquish peacefully and properly its authority to the PSA of the winning party.

IX. SANCTIONS:

Without prejudice to the filing of appropriate criminal action, the following penalties shall be imposed after investigation to any security personnel or private security agencies found guilty of violating any of the above provisions:

1. For first offense – fine of fifty thousand (P50,000.00) pesos for PSA and six (6) months suspension to exercise profession for security personnel;

2. For second offense – fine of one hundred thousand (P100,000.00) pesos for PSA while suspension to exercise profession for one (1) year for the security personnel;

3. For third offense – cancellation/revocation of license to operate or exercise profession.

X. EFFECTIVITY:

This Standard Operating Procedure shall be effective fifteen (15) days following the completion of its publication in at least two (2) newspapers of general circulation nationwide.

Adopted: 11 Nov. 2008

(SGD.) JESUS A. VERZOSA
Police Director General Chief PNP

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