

DSWD OPINION NO. 70 S. 2024
MEMORANDUMDRN: LS-L-LO-24-10-91203-C

FOR : **CLARISSA LARA A. DURAN, MBA**
Officer-in-Charge and Director IV, Office of the Assistant Secretary for Strategic Communications and Agency Operations Service

FROM : **THE ASSISTANT SECRETARY FOR GENERAL ADMINISTRATION AND SUPPORT SERVICES GROUP (GASSG)**
Concurrent Officer-in-Charge, Legal Service

SUBJECT : **REQUEST FOR LEGAL ADVICE CONCERNING THE FEEDBACK FROM DSWD FIELD OFFICE X**

DATE : **18 OCTOBER 2024**

This pertains to your office's MEMORANDUM¹ requesting **legal advice on the draft response**² received from DSWD Field Office (FO) X in connection with the complaint of _____ of Bonifacio, Misamis Occidental, concerning the alleged breach of the Memorandum of Understanding (MOU) between the Municipal Government of Bonifacio or the Local Government Unit of Bonifacio (LGU of Bonifacio) and the Department³.

In a Letter-Complaint dated 20 August 2024⁴ addressed to Secretary Rex Gatchalian, attention to FO X Regional Director (RD) Ramel F. Jamen, _____ expressed his disappointment that their LGU was intentionally excluded during the delivery and acceptance of the goods for the 14th Cycle of Supplementary Feeding Program (SFP), citing that the said incident was against the *Roles and Responsibilities* outlined in Section I (1) (b) of the aforesaid MOU which explicitly states that "the DSWD shall coordinate and inform the LGU to conduct 120 feeding days with a twice-a-day feeding implementation, xxx." _____ viewed DSWD FO X's actions as breach of the aforesaid provision, depriving the LGU of Bonifacio's Day Care learners of the benefits and privileges they are entitled to.

On 01 October 2024, your office received the official feedback from FO X in relation to their actions taken on the aforesaid complaint, along with the draft response to the LGU of Bonifacio.

Limited review by LS

The review by LS shall be limited to the sufficiency of the response prepared by FO X in order to immediately **appease and assure** the complaining party to an agreement, without necessarily ruling on the veracity of the allegations made, that FO X will have to delve into the matter and determine what caused the alleged breach.

Part of **settling the issues or disputes amicably** with a co-party to the MOU is to acknowledge that there may have been lapses or fault on the part of the party complained of, and to manifest that parties are willing to resolve the matter by instituting measures to avoid

¹ **Annex A:** Memorandum from AOS dated 02 October 2024.

² **Annex A-1:** Draft Response _____ prepared by DSWD FO X.

³ **Annex A-2:** MOU between the Municipality of Bonifacio and DSWD.

⁴ **Annex A-3:** Letter-Complaint dated 20 August 2024

further conflict between the parties. Pursuant to the provision on "Accountability" of the said MOU, that any dispute, controversy or claim arising out of or relating to this MOU shall be settled amicably between the parties.

Comment on the draft response from FO X

A perusal of the draft response fails to even acknowledge the incident leading to the complaint being lodged by _____, or offer an alternative plausible explanation that may be acceptable to the complaining party.

From the viewpoint of _____, the MOU is the written agreement that binds him with the DSWD FO X, and he is correct to invoke the observance of the terms and conditions therein as *it is basic that a contract is the law between the parties and that obligations arising from contracts have the force of law between them and should be complied with in good faith.*⁵

In the draft response, there is an attempt to explain the roles and responsibilities of the LGUs as set forth in the DSWD Memorandum Circular (MC) No. 26, Series of 2024 or the "Omnibus Guidelines in the Implementation of the Supplementary Feeding Program and Milk Feeding Program Amending for the Purpose All Other Issuances in Relation Thereto." Per verification with the Program Management Bureau (PMB), however, MC No. 26, Series of 2024 has not yet been published in the Official Gazette or in a newspaper of general circulation, thus, the effectivity of said issuance has not commenced yet pending compliance to the mandatory publication requirement. It is therefore proposed that MC No. 26, Series of 2024 be removed and that we focus on the commitments laid down in the MOU instead.

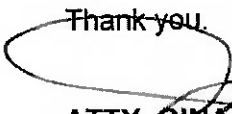
As LGUs are partners of the national government in the implementation of projects, programs, and activities, and in consonance with the State policy to enhance the capabilities of LGUs especially the municipalities and barangays by providing them with opportunities to participate actively in the implementation of national programs and projects,⁶ the more prudent response is to encourage the amicable settlement of the dispute by addressing the cause of the problem and instituting reforms to improve the implementation of the SFP in said area.

For your consideration is the draft response letter prepared by this Level.

Kindly fill out the attached Customer Feedback Form and return to the Legal Service.

For your consideration.

Thank you.


ATTY. GINA V. WENCESLAO
KAOJ/MAQ/10065

Approved by:


ATTY. EDWARD JUSTINE R. ORDEN
Undersecretary, GASSG

⁵ IP E-Game Ventures, Inc. v. George H. Tan, G.R. No. 239576, 30 June 2021; Article 1159, Civil Code of the Philippines

⁶ Section 4(g), RA 7160 or the Local Government Code of 1991