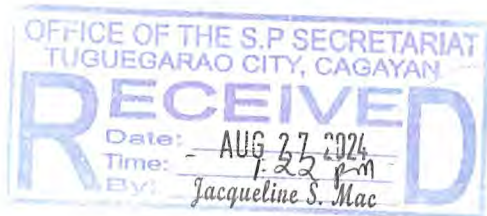




BAGONG PILIPINAS

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY



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

OFFICE OF THE CITY MAYOR

22 August 2024

THE PRESIDING OFFICER AND MEMBERS


Sangguniang Panlungsod
This City

Dear *Presiding Officer and Members of the Sanggunian*:

Herewith is the draft Memorandum of Understanding between Tetra Tech ARD, Inc. and the Tuguegarao City Government relative to the implementation of USAID CCBO activities and the provision of technical assistance, for your information and appropriate action.

Thank you!

In the name of public service,


MAILA ROSARIO S. TING-QUE
City Mayor

Copy furnished:

- CENRO
- City Legal Office



Memorandum of Understanding (MOU)

This Memorandum of Understanding is hereby made and entered into by and between Tetra Tech ARD, Inc. Philippines Branch implementing in the Philippines the USAID Clean Cities, Blue Ocean (“CCBO”) program (hereinafter referred to as Tt ARD), represented by **MR. JOSE ANGELITO PALMA**, CCBO Philippines Country Director, and the City Government of Tuguegarao (hereinafter referred to as Tuguegarao City) represented by **MAYOR MAILA ROSARIO S. TING - QUE**. The terms and conditions herein appearing shall govern the roles, responsibilities, duties and obligations of the respective parties under this MOU; however this MOU shall be considered to be a good faith agreement to pursue the goals and objective described herein, and is non-binding and not legally enforceable on either party hereto.

A. PARTIES

Party I – Tetra Tech ARD Inc, Philippines Branch is implementing USAID CCBO project in the Philippines and located at Taguig, Metro Manila whose representative is Mr. Jose Angelito Palma, CCBO Philippines Director. The goal of CCBO is to test, scale, and share inclusive and sustainable reduce, reuse, recycle and solid waste management solutions at the local level.

And

Party II – City Government of Tuguegarao, a government entity, established and existing under the laws of the Philippines, with principal office located at the City Hall in Tuguegarao City, Philippines and represented in this act by its Mayor Maila Rosario S. Ting-Que hereinafter referred to as Tuguegarao City.

B. OBJECTIVE

Collectively the above Parties have agreed to enter into this MOU to reflect their mutual intention to cooperate and coordinate the implementation of the USAID CCBO activities in Tuguegarao City. CCBO has initiated a five-year program from 2019-2024 to stem the flow of ocean plastics through land-based mechanisms by sharing expertise to: a) Promote reduce, reuse, recycle (3Rs) practices and strengthen local and regional markets for recycled plastics; b) Build social and behavior change (SBC) for 3Rs and sustainable SWM; c) Increase capacity and effective governance of SWM and recycling systems; and d) Support public-private partnerships (PPPs), and multi-stakeholder alliances.

C. BACKGROUND

On August 28, 2019, USAID launched the CCBO program. The five-year (2019-2024), \$48 million program is the Agency’s flagship program to respond to the global crisis of ocean plastic pollution. CCBO is a global program, supporting focal countries across Asia, Latin America, and the Caribbean. In the Philippines, CCBO works to test and scale solutions at the local level in select coastal cities, while also working with nongovernmental organizations, private sector/business entities, national-level counterparts to support national action plans, advance policy, and institutionalize best practices for national implementation. CCBO will engage participatorily with local communities—including those working in the SWM and recycling sectors, women, youth, informal waste collectors and other under-represented groups.

Tuguegarao City, as provided by Republic Act 9003, otherwise known as the Ecological Solid Waste Management Act of 2000, is mandated as primarily responsible in managing solid wastes

generated within its jurisdiction. Furthermore, Tuguegarao has developed a 10-year Solid Waste Management Plan (SWMP) and has implemented and subsequently updated the said SWMP. CCBO in collaboration with Tuguegarao City will implement activities that align and support the improvement of local government implementation of its updated SWMP.

D. RESPONSIBILITIES OF THE PARTIES

D.1 Tt ARD will be responsible for the following under this agreement:

1. Contribute technical assistance and in-kind resources on improvement of SWM and promotion of 3Rs within the City.
2. Facilitate leveraging of technical and financial resources from the private sector and other financing institutions to support activities identified in the improved SWMP.
3. Provide capacity building activities and technical trainings to selected stakeholders within the City (including at the Barangay level) on improving local governance and SWM/3R systems.
4. Facilitate CCBO Technical Working Group meetings and assist in the preparation of implementation progress reports.

D.2 Tuguegarao City Government shall be responsible for the following under this agreement:

1. Provide leadership and support in the implementation of activities under this MOU.
2. Designate LGU personnel and stakeholders to help coordinate and participate in USAID CCBO activities.
3. Form a CCBO Technical Working Group composed of LGU and CCBO representatives and other stakeholders to support the planning and implementation of the CCBO activities under this MOU.
4. Share relevant documents and information of SWM/3R activities implemented in the City for effective coordination and collaboration.
5. Provide technical and in-kind resources (e.g. training venue, transportation, internet, SWM facilities, etc.) in support of CCBO and LGU activities that benefit the City's constituents.
6. Support the institutionalization and replication of the CCBO project lessons on SWM/3R, social behavior change, governance, gender equity, etc. within the City.

D.3 Both Parties acknowledge and agree that Tt ARD implements the CCBO project under the direction of USAID. Any commitments made by Tt ARD in this MOU are subject to change at any time based on direction from USAID and/or the availability of funding for the CCBO project.

E. TERM

The Parties shall perform respective agreed upon responsibilities over a period from the date of signing until April 31, 2025, unless otherwise modified in accordance with clauses I or K below.

F. FUNDING AND EXPENSES

This MOU does not obligate any funds to the Tuguegrao City Government employees working with CCBO. Unless otherwise mutually and explicitly provided and agreed upon in writing, all expenses and costs incurred by either Party shall be borne by the Party incurring the same and neither shall be obliged to reimburse the other.

G. COMMUNICATIONS

Day to day communication with respect to this MOU and any notice, request, document, or other communication related to the implementation of this MOU shall be in writing, in English, and shall be deemed given or sent when delivered to the Parties at the following addresses:

Tetra Tech ARD
26-111, 26th Floor, WeWork Menarco Tower, 32nd St., BGC Taguig
National Capital Region, Metro Manila, Philippines, 1635

City Government of Tuguegarao
MQ23+4F3, Linao-Carig Road
Carig Regional Center, Tuguegarao, Cagayan 3500

H. CONFIDENTIALITY

Each Party agrees to maintain in confidence any and all proprietary information received from the other including, but not limited to, data, reports, technical plans, business plans and any financial or fiscal information.

I. AMENDMENTS

This MOU may be amended or modified in writing by mutual consent of both parties as may be necessary from time to time. Notwithstanding the above, this MOU may be unilaterally modified by CCBO as necessitated by changes in funding or scope of work of CCBO.

J. DISPUTE RESOLUTION

Any doubts or ambiguities or disputes, if any, in the interpretation of the provisions of this MOU or any of its supplements, shall be resolved through mutual consultations and negotiations between the Parties.

K. TERMINATION

Any of the Parties, in writing, may terminate the MOU in whole, or in part, at any time before the date of expiration.

L. FORCE MAJEURE

If at any time during the course of this MOU it becomes impossible for the Parties to perform any of their obligations for reasons of force majeure, that Party shall promptly notify the others in writing of the existence of such force majeure. The Party giving notice is thereby relieved from such obligations as long as force majeure persists.

M. GENERAL PROVISIONS

The Parties entering into this MOU maintain their own separate and unique missions and mandates, and their own accountabilities. This MOU shall not supersede or interfere in any way

with other agreements or contracts entered into between the parties, either prior to or subsequent to the signing of the MOU, unless otherwise stated herein.

Nothing in this MOU shall be construed as constituting any Party as the agent of the other Party for any purpose whatsoever and neither of the Parties shall have the authority or power to bind the others or to contract in the name of or create a liability against the other Parties in any way.

This MOU and all notices and amendments to it shall be executed in the English language.

N. ACCEPTANCE AND EXECUTION

This Memorandum of Understanding is made on the day and year stated below in two originals in the English language, all texts being equally authentic. Acceptance of the terms of this agreement shall be indicated by both Parties on the lines provided below and by initialing each page of this agreement. The Parties hereby accept the terms of this agreement.

IN WITNESS THEREOF, the Parties hereto have executed this MOU:

For TT ARD

For Tuguegarao City

Signed: Mr. Jose Angelito M. Palma

Signed: Mayor Maila Rosario S. Ting-Que

Dated:

Dated:

Place:

Place:

SIGNED IN THE PRESENCE OF:

Signed: (Name, Designation)

Signed: (Name, Designation)

Date:

Date: