

## DEVELOPMENT OF ECOLOGICAL BUILDINGS (DEB)

*... Serve as landmarks in the community*

### PUBLIC - PRIVATE PARTNERSHIP AGREEMENT

This Public – Private Partnership Agreement (the “Agreement”), made effective as of 13 of August 2013, by and between Yabello Town Municipality, (“Municipality”), and SAFE Environmental Protection Service (“SAFE”), with principal offices at municipality

#### BACKGROUND

A. Yabello Town Municipality, as the Lead Public Agency shall be the administering agency for DEB project pursuant to the regulation and guidelines set forth by the Oromia Urban and House Development Agency and the Federal Ministry of Construction and Urban Development. The Federal Ministry of Construction and Urban Development, Urban Land Planning and Management criteria encourage the application for urban development projects are solicited via a Public – Private Partnership.

B. SAFE desires to work with Municipality as the public sector Lead Agency of a proposed DEB project, and Municipality is willing to participate in the DEB Project as the Lead Agency, with the SAFE for the proposed project further described in this Agreement (the “DEB Project”).

#### PREAMBLE:

#### WHEREAS

- (A). Municipality wishes to generate income through the commercialization of certain operations pertaining to Urban Land Planning and Management;
- (B). Municipality has the object of protecting, conserving and controlling all protected areas under its management, including all biodiversity found therein;
- (C). Municipality wishes develop demand responsive centers that are critically important milestones in the journey of intellectual and psychosocial development of pastoralists and income generating potential of the protected areas under its management by making various Public - Private Partnership (“PPP”) opportunities available to appropriate and reputable environmental friendly project operations;



- (D). SAFE has expertise in the development of green buildings that serve as landmarks in the communities suitable for pastoralists to protected areas, and facilities in connection therewith;
- (E). SAFE is desirous and Municipality is prepared to enter into a PPP Agreement for the commercial utilization of the PPP opportunity that has arisen in connection with the Ecological Buildings Development, by the Private Party, whilst allowing Municipality to protect environment and keep the town clean, as it is enjoined to do;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and the covenants and agreements set forth below, the parties agree as follows:

### **1. DEB Program Requirements**

SAFE shall abide by all applicable rules, regulations, and requirements of the DEB Program. Failure of SAFE to do so shall result in the termination of this Agreement, at which time SAFE shall immediately repay to Municipality all benefits SAFE received in connection with the DEB Program, together with any interest or penalties that may be assessed as a result of SAFE's failure to comply with applicable requirements.

At the request of Municipality, SAFE shall certify in writing to Municipality that SAFE has complied in all aspects with the Environmental Management Improvement Program requirements as they relate to the DEB Project; such certification shall be signed by an officer of SAFE.

### **2. DEB Project**

SAFE intends to apply for a grant to support the following DEB Project: Implementation of Community-based multiservice library, Child-friendly school, public toilet and bath rooms, Biogas digester, water tanks, conference room, One-stop shopping and recreation centers.

### **3. Roles and Responsibilities of Municipality**

3.1 Municipality shall coordinate with SAFE as required to facilitate administration of any grants Municipality and/or donors may award to SAFE through the DEB Program. This coordination may include, but not be limited to, any of the following tasks and duties as required:

- a. Acting as project sponsor for SAFE;
- b. Acting as a pass-through agent (at the discretion of Municipality) to provide DEB funds to SAFE;





- c. Monitoring compliance with DEB Program and Environmental Management Improvement Program rules, including, but not limited to, procurement in accordance with federal requirements and performance by the SAFE of ongoing obligations to maintain equipment purchased or improved with DEB funds in active use in the location specified by the DEB grant agreement; and

#### **4. Roles and Responsibilities of SAFE**

4.1 SAFE shall coordinate with Public Sponsor as necessary and useful to ensure compliance with requirements of the DEB Program and Environmental Management Improvement Program. Such coordination may include, but is not limited to, any of the following tasks:

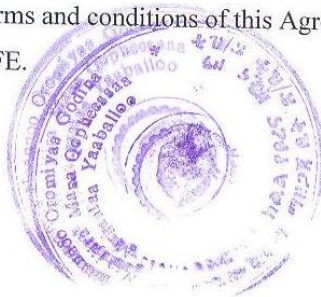
- a. Complying with any and all requirements of the DEB Program and Environmental Management Improvement Program;
- b. Administering and maintaining any equipment purchased with DEB funding;
- c. Providing Municipality with such information and certifications about the operations, performance, and location of equipment purchased or improved with DEB funding as may be requested from time to time; and
- d. Providing the matching share of funding as required by the DEB Program.
- e. Assisting Municipality in various other administrative tasks which may be required by the DEB Program.

#### **5. Termination**

The terms and conditions of this Agreement shall remain in force and effect for 5(five) years (2 years for implementation and 3 years for operation): Moreover, if the terms and conditions are not respected the agreement will be terminated without any precondition.

#### **6. Miscellaneous**

6.1 Assignment. Neither this Agreement, nor any rights, duties nor obligations described in this Agreement, shall be assigned or subcontracted by SAFE without the prior written consent of Municipality, which shall not be unreasonably withheld. In the event that Municipality approves an assignment, each and all of the terms and conditions of this Agreement shall extend to the benefit of the successors and assigns of SAFE.



6.2 Governing Law. This Agreement shall be governed by the laws of the Regional State of Oromia as to all matters, including but not limited to matters of validity, construction, effect and performance.

6.3 Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Borana, Yabello.

6.4 Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.


6.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives effective as of the date first above written.

**SAFE:**

**Municipality:**

BY: SAFE 

BY: Yabello town municipality 

PRINT NAME: Bashana Khandimu

PRINT NAME: \_\_\_\_\_

TITLE: Initiator & Manager

TITLE: \_\_\_\_\_

DATE: 13/08/13

DATE: \_\_\_\_\_

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AAI + P...  
Hogganna Waajjira Mana  
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