



**TETRA TECH**

REPUBLICA E KOSOVES-REPUBLIKA KOSOVO  
KOMUNA E SHITES/OPSTINA SHITLJE

Nr i Prot./Br Prot 02/207

Nr i Faqeve/Br.strana \_\_\_\_\_

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SHITIME/SHITLJE



**KOMUNA SHITIME**  
MUNICIPALITY OF SHITIME

27/06/2024  
02/703

## MEMORANDUM OF UNDERSTANDING

BETWEEN

**Tetra Tech ARD, Inc.**  
Implementor of the USAID Property Governance Activity

AND

**Municipality of Shtime**

**REGARDING THE**  
Joint Implementation of the Property Governance Activity

This Memorandum of Understanding ("MOU") is entered into this 27 June 2024 ("Effective Date"), by and between Tetra Tech ARD, Inc., and Municipality of Shtime, collectively, referred to as the "Participants" and each singularly as the "Participant."

It is the goal of PGA to collaborate with the Municipality of Shtime to improve the property rights system in Kosovo to reduce corruption, increase women's empowerment, and improve formal property rights and investments in real property.

It is the objective of PGA to collaborate with Municipality of Shtime to increase formal property rights by standardizing processes and practices in municipality.

It is the objective of PGA to collaborate with Municipality of Shtime to increase civil society and citizen active engagement with institutions regarding property rights; and

It is the objective of PGA to collaborate with Municipality of Shtime to engage the private sector to strengthen Kosovo's property rights regime.

The Participants intend to jointly collaborate on the following activities:

## **1. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to formalize a collaboration between Tetra Tech ARD Inc., the contractor implementing the USAID-funded Kosovo Property Governance Activity ("PGA"), and Municipality of Shtime. By closely coordinating the efforts of PGA and Municipality of Shtime under this MOU, both parties intend to leverage their respective resources to achieve impacts that could not be achieved individually. PGA and Municipality of Shtime are committed to the principles of good governance: rule of law, transparency, accountability, efficiency, effectiveness, responsiveness, inclusion, and citizen participation. Accordingly, the Participants have signed this MOU to set forth their proposed actions with respect to their support of this purpose.

## **2. BACKGROUND**

United States Agency for International Development (USAID) contracted Tetra Tech ARD, Inc. as the prime contractor to implement the five-year, \$10.1 million Kosovo Property Governance Activity (PGA). Tetra Tech ARD, Inc. will implement PGA over a five-year period from May 2022 to May 2027. The Activity aims to improve the property rights system in Kosovo to reduce corruption, increase women's empowerment, and improve formal property rights and investments in real property. The Activity, in partnership with the civil society, the private sector, and other local actors will contribute to advancing locally led development.

PGA will focus on strengthening the property rights system by improving Municipal Cadaster Office (MCO) processes and delivery of services citizens require to formalize and register their rights. The Activity will work on the standardization of administrative procedures that will incentivize citizens to initiate formalization proceedings and remove burdensome registration requirements that discourage citizens from registering their rights.

**Expected results:**

- Improved municipal capacities for property management;
- Improved processes and practices for building inspections that will contribute to increasing registered properties (ownership certificates) in selected municipalities;
- Unified/standardized service delivery of property-related services in selected municipalities;
- Integrate gender equality throughout Kosovo's property reforms; and
- Improved property inheritance processes.

In addition, PGA will help mobilize citizen participation with the government to improve property processes and service delivery and inform municipal development plans (MDPs) in coordination with Local Councils. The Activity will assist the property transparency forums comprising civil society organizations, the private sector, journalists, and concerned citizens to oversee, monitor, and report on implementation of MDPs. These interventions will cumulatively facilitate a citizen-centered approach to property rights governance, strengthen the rapport between government and citizens, and increase transparency, accountability, and self-reliance.

**Expected results:**

- Strengthened civil society and citizen oversight in ensuring transparency, accountability, and efficiency in property rights and inheritance processes and services;
- Increased civil society participation in MDPs to ensure transparency in municipal property and land use;
- Increased awareness and advocacy about the value of women's property rights and inheritance to improve their economic opportunities; and
- Increased public's understanding of property sector rules and regulations to improve the public's advocacy to ensure access to services and protection of their property rights.

Finally, PGA will work with the partnerships between the private sector, local government, and civil society and support reforms that will facilitate citizen's access to cadastral data, address constraints to formalize rights in newly constructed buildings and help demonstrate the business case for women to participate in the economy to help generate demand for inheritance proceedings. These partnerships will also introduce innovative approaches to new technologies that will strengthen public participation and enable increased transparency and accountability in the governance of property systems.

**Expected results:**

- Increased private sector engagement in institutional modernization and automatization technologies of property systems and services; and
- Increased private sector engagement on municipal development plans for more transparent property regulations and incentivize private sector investments.

### **Areas Of Planned Technical Assistance**

USAID's PGA project, implemented by Tetra Tech ARD, Inc., intends to address the needs of Municipality of Shtime following interviews with municipal staff and a baseline survey to be performed by PGA. The specific assistance planned to be provided by Tetra Tech ARD, Inc. in its implementation of the PGA project is specified below in section 4.

### **3. PROPERTY GOVERNANCE ACTIVITY'S PLANNED ROLE**

PGA intends to support Municipality of Shtime through focusing on the overall property governance goals in Kosovo, as follows:

- Assess, identify, and draft a report for each municipality with recommendations for harmonizing its regulatory framework with the registration laws.
- Develop a policy paper describing options for creating incentives to encourage citizens to register and formalize their rights;
- Draft guidelines for licensed private companies/individuals to carry out building inspections in a compliant manner;
- Provide trainings to licensed private companies/individuals based on approved guidelines;
- Organize a technical workshop between Inspection Units (IUs) and Association of Builders and Manufacturers of Construction Materials (ABMCM) to formulate outreach and information dissemination to investors/builders to help strengthen their compliance with construction and occupancy certificate issuance requirements;
- Develop modalities for tracking compliant inspection reports that enable registration of property rights;
- Draft assessment reports of technical capacities of Municipal Cadastral Office (MCO) and assessment reports identifying any bias in service delivery in MCO;
- Develop Service Delivery Improvement Plan through co-design processes with Kosovo Cadastral Agency (KCA) representatives, MCO staff and local CSO representatives;
- Facilitate formation of Property Transparency Forums (PTFs), in coordination with Local Councils to comprise a broad representation of citizen and private sector actors to monitor implementation of Municipal Development Plan (MDP);
- Organize Focus Group Discussions (FGDs) with municipal decision-makers and staff to inform and utilize measures to mitigate opportunities for corruption related to property services;
- Develop an anti-corruption training program for MCO and other municipal staff to help prevent corruption related to property services;
- Establish Property Transparency Forum;
- Coordinate with PTF to monitor implementation of MDP to increase transparency and accountability;

- Mobilize citizen participation in developing and monitoring MDP;
- Mobilize private sector engagement to improve the regulatory framework to increase transparency and create incentives for investment and to encourage Municipality of Shtime to utilize GIS technologies to identify municipal land to be leased in compliance with MDPs for sustainable economic development;
- Assess Municipality's capacities to identify, map and manage information related to municipal owned land;
- Assist Municipality of Shtime to conduct Public Private Council consultations to help local businesses express their interests and needs for land and align these with MDPs' development objectives;
- Support Municipality of Shtime to mobilize business participation in preparing municipality's inventory of land and assets.

#### **4. MUNICIPALITY'S PLANNED ROLE**

Municipality of Shtime intends to:

- Approve and implement the recommendations for harmonizing municipal regulatory framework with the registration laws;
- Approve and supervise the implementation of recommended incentives to encourage citizens to register and formalize their rights;
- Implement the guidelines for licensed private companies/individuals to carry out building inspections in a compliant manner;
- Ensure that municipal staff take part in the workshops, trainings, focus group discussions and other activities provided by PGA and its subcontractors ;
- Provide support to PGA for developing modalities for tracking compliance of inspection reports, approve and ensure their implementation, accordingly.
- Approve and implement the Service Delivery Improvement Plan developed and co-designed by PGA, KCA, MCO and civil society organizations;
- Monitor the implementation of the guideline to reduce discriminatory behavior to equitably improve service delivery developed by PGA and approved by Better Practices Committee;
- Establish Public Private Councils and conduct regular discussions and consultations;
- Conduct PPC consultations to help local businesses express their interests and needs for land and align these with MDPs' development objectives;
- Ensure business participation in preparing Municipality's inventory of land and assets;

- Encourage timely collaboration of Municipality staff in completing required activities, ensuring access to all the data and information required.

## 5. COORDINATION AND CONSULTATION:

The Participants plan to provide each other with the information needed to facilitate assistance and to evaluate the effectiveness of the assistance. The Participants plan to request to meet periodically to review assistance and share relevant information. The Participants plan to resolve any issues concerning the interpretation, administration, or implementation of this MOU by consultation between the Participants.

## 6. NOTICES

The Participants intend that all notices or communications under this MOU be in writing by email and addressed as follows.

The respective organizational points of contact are:

For Tetra Tech ARD, Inc.:

**Ramadan Klisurica**

Deputy Chief of Party

St. "Tirana", "Prime Residence" C4/2, Br. 14, 10000, Pristina, Kosova

[ramadan.klisurica@tetrattech.com](mailto:ramadan.klisurica@tetrattech.com)

For Municipality of Shtime:

**Shqiperim Hyseni**

Senior Official for Property Affairs

Str. Tahir Sinani 50, 72000, Shtime, Kosovë

[shqiperim.hyseni@rks-gov.net](mailto:shqiperim.hyseni@rks-gov.net)

Each Participant may change their point of contact by written notice to the other.

## 7. GUIDING PRINCIPLES:

**Effect of MOU.** The Participants recognize that this MOU is not a treaty and does not give rise to rights or obligations under international law, and that this MOU is not an obligation of funds and is not intended to constitute a legally binding commitment by any Participant or create any rights in any third party. The cooperation among the Participants as outlined in this MOU is not intended to create a legal partnership or other type of legal entity or personality. Each Participant intends to accept full and sole responsibility for any and all expenses incurred by itself related to this MOU. The Participants intend to maintain their own separate and unique missions and mandates and their own accountabilities. This MOU is not intended to supersede or interfere in any way with any agreements or contracts entered into among the Participants, either prior to or subsequent to the signing of this MOU. Nothing in this MOU is intended to create an exclusive working relationship.

**Publicity.** The Participants understand that each Participant may make the existence and content of this MOU publicly available, including by press release, public commentary, or other means of disclosure, in accordance with its own policies and procedures. It is anticipated that PGA will ensure compliance with any branding and marking requirements per the terms of its contract with USAID.

**A. Modification.** This MOU may be modified in writing by the Participants. Each Participant may withdraw from this MOU by giving the other Participant thirty (30) days written notice.

**B. Duration.** This MOU begins on the date of signature by the Participants and continues until April 30, 2027.

This MOU may be extended in writing signed by both Participants for any period of time.

Either Participant may withdraw from this MOU by providing one (1) month's written notice to the other Participant.

**C. Representatives.** The Participants intend that each Participant be represented by those holding or acting in the offices held by the signatories to this MOU. Each Participant may, by written notice to the other, identify additional representatives authorized to represent that Participant for all purposes other than modifications to this MOU. Each Participant is to notify the other in writing of changes in the authorized representatives.

**D. Language.** This MOU is prepared in English and Albanian.

The Participants, each acting through its duly authorized representative, have caused this MOU to be signed in their names and delivered as of **June 27, 2024**.

For Tetra Tech ARD, Inc.

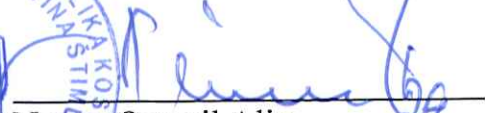


Name: Jennifer Ober  
Title: Chief of Party

Date: June 27, 2024



For Municipality of Shtime



Name: Qemajl Aliu  
Title: Mayor

Date: June 27, 2024