



Date: 16-Jul-2020

Honorable Samuel D. Tweah Jr.
Minister
Ministry of Finance and Development Planning
Monrovia, Liberia

**Re: Republic of Liberia
Cheesemanburg Landfill and Urban Sanitation Project
Grant No. TF0A5269
Amendment to the Grant Agreement**

Honorable Minister:

We refer to the Grant Agreement (“Agreement”), dated July 28, 2017, between the Republic of Liberia (“Recipient”) and the International Development Association, acting as Administrator of the Liberia Reconstruction Trust Fund (“World Bank”) for the above-mentioned Project. We also refer to your letter dated August 26, 2019, requesting specific modifications to the Agreement.

Please note that the capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meanings ascribed to them in the Agreement.

We are pleased to inform you that the World Bank proposed to amend the Agreement in respect of the provisions below:

1. Schedule 1 of the Agreement is hereby deleted in its entirety and replaced with the Project description as set out in Attachment 1 to this Amendment Letter.
2. Two new paragraphs related to the “Project Steering Committee” is hereby added under Section I.A of Schedule 2 to the Agreement to read as follows:

“Project Steering Committee

1. The Recipient shall maintain, throughout the implementation of the Project, a committee with composition and terms of reference satisfactory to the World Bank and with adequate resources to carry out its responsibilities under the Project (“Project Steering Committee”).
2. Without limitation upon the generality of the provisions of paragraph 1 immediately above, the functions of the Project Steering Committee shall be to: (a) provide a high-level oversight of Project implementation; (b) approve the annual budget prior to submission to the Bank for no objection; and (c) provide overall leadership and coordination. To this end, the Project Steering Committee shall comprise, *inter alia*, representatives from the Recipient’s ministry in charge of finance, public works, and representatives of EPA, MCC and PCC.”

3. The provisions related to “Monrovia City Corporation” under Section I.A of Schedule 2 to the Agreement are hereby amended to read as follows:

“Monrovia City Corporation and Paynesville City Corporation

1. The Recipient shall:
 - (a) carry out the Project through the Monrovia City Corporation (MCC) and the Paynesville City Corporation (PCC) which shall be responsible for providing basic municipal services, including solid waste management, and training.
 - (b) ensure that throughout the implementation of the Project, the MCC’s Project Implementation Unit (PIU): (i) carries out oversight and compliance with environmental and social safeguards; (ii) prepares the proposed annual work plans and budgets; (iii) consolidates periodic progress reports; (iv) monitors and evaluates Project activities; (v) carries out procurement and contract management and (vi) liaises with other MCC and PCC departments, communities around the Cheesemanburg landfill, the Whein Town landfill and the transfer stations, Ministry of Finance and Development Planning (MFDP) and the Bank on issues related to Project implementation.
2. To this end, the Recipient shall maintain, at all times during the implementation of the Project staff, including, *inter alia*, a procurement specialist, a community liaison officer; a safeguard specialist, a financial management specialist, a technical specialist and a communication specialist; all with qualifications, experience and terms of reference acceptable to the World Bank.”
4. A new paragraph C is hereby added under Section I of Schedule 2 to the Agreement to read as follows, and the following paragraphs are renumbered accordingly:

“C. Result-Based Financing

1. For the purpose of carrying out Part 2(b) of the Project, the Recipient shall make an RBF Grant available on a quarterly basis to an RBF Grant Beneficiary in accordance with eligibility criteria, selection procedures and guidelines as set forth in the Project Implementation Manual.
2. The Recipient shall make the RBF Grant under an RBF Grant Agreement with an RBF Grant Beneficiary in accordance with terms and conditions described in more details in the Project Implementation Manual, which shall include the following:
 - (a) a description of the relevant activity and the applicable performance indicators for such activity;
 - (b) the obligation of the RBF Grant Beneficiary to: (i) carry out the activities with due diligence and efficiency and in accordance with sound and technical, financial, administrative, environmental and social practices and standard; (ii) ensure that the resources required for such activities are provided promptly as needed; (iii) maintain adequate records to reflect, in accordance with sound accounting practices, the resources, operations and expenditures relating to such activities; and (iv) at the request of the Bank or the Recipient, have such records audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank, and promptly furnish the records as so audited to the Recipient and the Bank;
 - (c) the obligation of the RBF Grant Beneficiary to carry out the activities in accordance with the provisions of the Project Implementation Manual, including this RBF section;

- (d) the obligation of the RBF Grant Beneficiary to carry out the activities in accordance with the provisions of the Safeguards Documents; and
- (e) the right of the Recipient to: (i) inspect by itself, or jointly with the Bank, if the Bank shall so request, the activities, their operations thereof, and any relevant records and documents; (ii) obtain all information as the Recipient, or the Bank, shall reasonably request regarding the administration, operation, and financial condition of the activities; and (iii) suspend or terminate the right of the RBF Grant Beneficiary to use the proceeds of the RBF Grant, or obtain a refund of all or any part of the amount of the RBF Grant then withdrawn, as the case may be, upon failure by the Beneficiary RBF Grant to perform any of its obligations under the RBF Grant Agreement.

3. The Recipient shall exercise its rights and perform its obligations under the RBF Grant Agreement in such manner as to protect its interests and those of the Bank and to accomplish the purposes of the RBF Grant Agreement.

4. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated or waived the RBF Grant Agreement, or any provision thereof.”

5. A new paragraph D is hereby added under Section I of Schedule 2 to the Agreement to read as follows, and the following paragraphs are renumbered accordingly:

“D. Verification Arrangements

1. For the purposes of carrying out Part 2(b) of the Project, the Recipient shall: (a) appoint and thereafter maintain, at all times during Project implementation, an independent Verification Agent (“Verification Agent”), with qualifications, experience and terms of reference acceptable to the Bank; and (b) ensure that the Verification Agent certifies payment of any Result-based Grant after verifying satisfactory achievement of the results as documented in the verification reports; all in accordance with the provisions of the Project Implementation Manual.”

6. The table under Section IV.A.2 of Schedule 2 to the Agreement is hereby amended to read as follows:

“Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Operating Costs and Training <i>Pro memoria</i>	6,885,827.88	100%
(2) Goods, works, non-consulting services, consulting services, Operating Costs and Training under the Project, except for Part 2 (b), Part 2 (c) and Part 3 (g)	3,614,172.12	100%
TOTAL AMOUNT	10,500,000”	

7. Paragraph 4 of the Definition Section of the Appendix to the Agreement is hereby deleted in its entirety.

8. The following new paragraphs are hereby added and placed in alphabetical order in the Definition Section of the Appendix to the Agreement to read as follows and the existing definitions are renumbered accordingly:

““PCC” or “Paynesville City Corporation” means a municipal body established and operating pursuant to the Recipient’s law entitled *An Act To Create The City of Paynesward, Montserrado County, And To Grant It a Charter*, or its successor.”

““Project Steering Committee” means the committee established in April 2019 as referred to in Section I.A. of Schedule 2 to this Agreement.”

““RBF” means Result-based Financing.”

““RBF Grant” means a grant to be extended by the Recipient to a RBF Grant Beneficiary for the purpose of carrying out Part 2(b) of the Project; and “RBF Grants” means more than one RBF Grant.”

““RBF Grant Agreement” means an agreement between the Recipient and a RBF Grant Beneficiary establishing the terms and conditions of an RBF Grant.”

““RBF Grant Beneficiary” means any entity selected to receive a RBF Grant under the Project, pursuant to eligibility criteria and selection procedures and guidelines as set out in the Project Implementation Manual.”

““Verification Agent” means the independent agent certifying the achievement of the RBFs, as referred to in Section I.D of Schedule 2 to this Agreement.”

All other provisions of the Agreement, except as herein amended, shall remain in full force and effect.

Please indicate your agreement to the foregoing, on behalf of the Recipient, by countersigning and dating the form of confirmation on the two original copies of this letter and returning one original, as countersigned, to us. Upon receipt by the World Bank of the copy of this letter countersigned by the Recipient, this amendment shall become effective as of the date of its countersignature.

Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

Khwima Nthara

Khwima Nthara
Country Manager for Liberia
Africa Region

CONFIRMED:
REPUBLIC OF LIBERIA

By:  _____
Authorized Representative

Name: Samuel D. Tweah Jr.

Title: Minister of Finance and Development Planning

Date: 19-Jul-2020 _____

“SCHEDULE 1

Project Description

The objective of the Project is to provide improved access to solid waste management services in Monrovia.

The Project consists of the following parts:

Part 1: Construction of the Cheesemanburg Regional Landfill and Closure of the Whein Town Landfill

Provision of assistance to the Monrovia City Corporation and the Paynesville City Corporation to:

- (a) conduct technical studies on the Cheesemanburg landfill site including hydrogeological studies, safeguard studies and prepare the related design documents, including that of a transfer station in Paynesville and tender documents for the landfill.
- (b) construct the first cells of the Cheesemanburg landfill including adjacent facilities.
- (c) construct water supply boreholes and extend the access road to benefit the Cheesemanburg community.
- (d) carry out activities to partially close the Whein Town landfill such as constructing a perimeter wall around the landfill and provision of cover soil and low vegetation for the slopes.
- (e) carry out activities to permanently close the Whein Town landfill such as installation of signage notifying the public that the landfill will no longer accept any waste.
- (f) carry out physical upgrades to the existing transfer stations to accommodate larger waste transfer trucks.

Part 2: Waste Collection and Disposal

- (a) Provision of assistance to the MCC and the PCC to purchase waste collection equipment, including large tipper trailers, clean the cities and assist them in building capacity for equipment maintenance.
- (b) RBF Grant to cover the cost of operation and maintenance of the waste collection over the lifetime of the Project.
- (c) Provision of enhanced communities support program to include distribution of mosquito nets to Whein Town community, waste collection buckets to the Cheesemanburg community and the establishment of a health program and a cleanliness competition to benefit low-income communities and those working or living near waste management facilities.

Part 3: Institutional Capacity Development and Technical Assistance

- (a) Strengthen the capacity of staff at the MCC, PCC, surrounding municipalities and the EPA on solid waste management.
- (b) Prepare a long-term waste management strategy for the Greater Monrovia including an optimization and an assessment of waste recycling.

- (c) Conduct public awareness campaigns and citizens' engagement activities on solid waste management.
- (d) Provide technical assistance to carry out a study on urban planning and management in Monrovia and the neighboring municipalities.
- (e) Provide support to the PIU to carry out project implementation activities including recruitment of a safeguard specialist and a Cheesemanburg community liaison officer to assist the PIU during project implementation.
- (f) Support the cost of project implementation including financial management, procurement, monitoring and evaluation, social and environmental safeguards measures, audits, information and communication.
- (g) Support the monitoring and supervision of Part 2(b) and Part 2(c) of the Project, including the costs of the independent verification agent, financial audits and the M&E teams within the MCC and the PCC.”