

SEP 24 1981

DISASTER ASSISTANCE GRANT PROJECT AGREEMENT

Between the Government of Saint Lucia

(Grantee)

AND

The United States of America, acting through the
Agency for International Development (AID)

1. Project Title Emergency Public Facilities and Housing Rehabilitation Project	2. AID Project Number 538-0063
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The above named parties hereby mutually agree to carry out the Project described in this Agreement in accordance with (1) the terms of this Agreement, including any annexes attached hereto, and (2) any general agreement between the two governments regarding economic or technical cooperation.

3. Amount of AID Grant US\$400,000.00	4. Project Assistance Completion Date March 31, 1981
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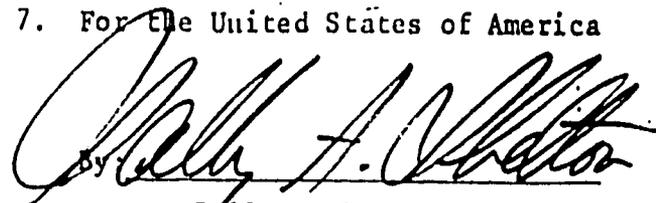
5. This Agreement consists of this title page, the Project Description attached as Annex A, (with Appendices I and II), and the Standard Provision Annex attached hereto as Annex B.

6. For the Grantee

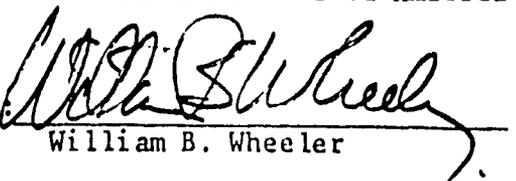
By: 
Allan Louisy

Title: Prime Minister

7. For the United States of America

By: 
Sally A. Shelton

Title: Ambassador of the
United States of America

By: 
William B. Wheeler

Title: Director, Agency for
International Development

September 19, 1979

RECORD COPY

ANNEX A

PROJECT DESCRIPTION

EMERGENCY PUBLIC FACILITIES AND HOUSING REHABILITATION

PROJECT

WHEREAS, one of the major effects of the Hurricane Allen disaster in Saint Lucia on August 4, 1980 was the damage to public facilities and to private housing;

WHEREAS, the United States of America through the United States Agency for International Development desire to provide grant assistance to meet the emergency needs of the people and Government of Saint Lucia;

WHEREAS, the Government of Saint Lucia has established as foremost priorities that such grant assistance be employed for the repair of private housing, public comfort stations, community centers, markets, hospitals, banana boxing plants and other public facilities, as well as for the provision of emergency classrooms to serve in villages where school buildings have been demolished;

THEREFORE the parties to this agreement have entered into the following understanding:

Section I: This detailed project description, which sets forth the policies and procedures for the Emergency Public Facilities and Housing Rehabilitation Project, is the basis under which the project shall be carried out.

Section II: The policies and procedures set forth in this Project Description may be elaborated or modified, if necessary, by mutual agreement between the Government of Saint Lucia and the United States Agency for International Development (hereinafter referred to as USAID). Such agreement will be confirmed through

the issuance by USAID of Implementation Letters and will form a binding part of the overall agreement under which this project will be conducted.

Section III: USAID shall provide up to US\$400,000 in resources for the two major components of this project, which are:

- A. Emergency Public Facilities Project
- B. Emergency Housing Rehabilitation Project

These resources shall be disbursed as follows:

1) USAID shall procure, through direct disbursement of up to US\$ 310,000, construction materials including corrugated, galvanized steel roofing; pressure treated lumber; galvanized construction nails, and technical assistance services, as required. These resources will apply to both the public facilities and housing rehabilitation components.

2) USAID shall provide up to US\$90,000 for local costs in Public Facilities and support of the Emergency/Housing Rehabilitation Project to be disbursed by the Saint Lucia Cooperative Bank Limited. These funds will be used for the specific purposes described later in this agreement.

Section IV: In consideration of the USAID contribution, the Government of Saint Lucia will:

A. Permit the importation of all materials, supplies and equipment required for the implementation of this project to be exempt from any forms of duties, imports, package taxes, landing charges or handling charges at port.

B. Facilitate the entry and exit from Saint Lucia of USAID technical assistance personnel, extending to such personnel the visas, credentials and identification appropriate for the conduct of their duties.

C. Provide adequate security in Castries for project materials from time of arrival at port until distribution has been completed;

D. Insure that all agencies involved in the project maintain for a period of not less than three years the accounting and program records used in the administration of the project.

Section V: This section will set forth the details, policies and procedures which shall govern the implementation of each of the two major project components.

A. Emergency Public Facilities Rehabilitation

(1) Provision of Galvanized Sheets

Under this component of the project, the following approximate quantities of 24 gauge, 27½ inch width, galvanized corrugated steel sheeting purchased by AID will be provided.

<u>Receiving Agency/Purpose</u>	<u>8 foot</u>	<u>10 foot</u>	<u>12 foot</u>	<u>TOTAL</u>
Ministry of Public Works, for community centers, markets, health centers and other public facilities			1,000	1,000
Saint Lucia Banana Growers Association, for banana boxing plants, based on Appendix I	500	1,100	1,400	3,000
Saint Jude's Hospital, for nurses quarters, service and other hospital buildings	<u>200</u>	<u> </u>	<u>800</u>	<u>1,000</u>
TOTALS	700	1,100	3,200	5,000 sheets

Shipment shall be effected as soon as possible. Procurement shall be initiated by USAID upon execution of this grant agreement.

These materials are provided for emergency uses and shall have been employed without charge to the end user, in repairs to hurricane-damaged public facilities not later than March 31, 1981. A system of control and accounting for materials shall be established by each

receiving agency in consultation with USAID technical assistance staff.

Upon completion of the repairs, a report and accounting certified by the head of each respective receiving agency shall be provided to USAID. This report shall include the names of buildings repaired under this project and the number of sheets from the grant stock used in each building. This report shall be forwarded to USAID no later than March 31, 1981.

(2) Emergency Comfort Station Project

Up to US\$50,000 of the local cost portion of the project shall be provided to the Saint Lucia Cooperative Bank Limited for emergency comfort station repair and provision. These funds will be used for labor and materials required to repair and provide comfort station (toilet/laundry/shower/water) facilities to rural villages. All materials financed hereunder, including those financed by reflows from Section V(B) below, shall be purchased locally and shall be of AID Geographic Code 935 origin. Procurement shall be accomplished by good commercial practice obtaining quotes from as many as practicable. This sub-component will be managed by the Rotary Club of Saint Lucia, which will provide, at no cost to the project, the technical assistance required to implement the project. The two comfort stations damaged by Hurricane Allen in Dennery will be the first activities undertaken under this project.

The Rotary Club of Saint Lucia shall provide to USAID at the end of each three months of activity a report of expenditures and progress on this project.

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B. Housing Rehabilitation Project

Under this component of the project, up to the following approximate quantities of the materials purchased by AID shall be provided:

<u>Commodity</u>	<u>Quantity</u>
Galvanized construction nails, 2½ inch	1,000 pounds
Galvanized construction nails, 3 inch	1,000 pounds
Pressure treated lumber, 2x4x12	4,500 pieces
Pressure treated lumber, 2x4x16	4,500 pieces
Pressure treated lumber, 1x10x16 (or 14) SHIP LAP style	7,500 pieces

These quantities are subject to variation depending on prices for each material and available funds.

The above materials will be consigned to the Housing Committee, Government of Saint Lucia and will form a part of the housing program described in Appendix II.

A system of control and accounting for such materials, from arrival at port to distribution to household, shall be established by the Housing Committee in consultation with USAID technical assistance personnel.

These materials are provided for emergency uses and shall have been distributed not later than March 31, 1981.

The Housing Committee will develop and provide to USAID at the end of each calendar month a report including the following for each of the materials received:

- (1) Quantity of materials received at port
 - (2) Quantity of materials in warehouse(s) as of reporting date
 - (3) Quantity of materials distributed to date
 - (4) Information concerning recipients of materials.
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This report shall be submitted by the tenth day of the following month.

As part of this grant agreement, USAID will provide technical assistance services to the Housing Committee in the areas of logistical and accounting management of construction materials.

Local costs of the Housing Committee's program will be met, in part, by a grant of US\$40,000 to be disbursed by the Saint Lucia Cooperative Bank Limited. This grant may be used only for the following types of expenses:

(1) Book-keeping, warehouse supervision, warehouse labor personnel directly and solely employed in connection with the program. Such personnel may not be regular agency or Government employees but must be individuals hired and specifically assigned to the Housing Committee program.

(2) Rental of forklift (handling) equipment; payment of truck transport of materials from port to warehouse and from warehouse to regional (satellite) distribution locations; and for such other transport costs and allowances as required for the conduct of the program.

(3) Such expenses to be agreed upon mutually between the Housing Committee and USAID which will strengthen the ability of the Committee to control and account for materials and funds.

The Chairman of the Housing Committee or the Coordinator of the USAID project in the Planning Office shall be the only individuals authorized to approve disbursements from this fund. To do so, a detailed invoice approved as to date, amount and category, shall be forwarded by the foregoing authorized individuals to the Saint Lucia Cooperative Bank Limited, which shall be responsible for disbursement of funds.

At the end of each calendar month, the Saint Lucia Cooperative Bank Limited shall forward to the two authorized officials and directly to JSAID (Barbados) a report listing amounts and purposes of disbursements during the month, cumulative disbursements and amount remaining in the account. All funds in this account shall have been disbursed no later than March 31, 1981.

In no instance shall distribution of any materials provided under this agreement be made, withheld, or conditioned on religious, political, racial or organizational affiliation in any manner.

Funds generated through subsidized sales of materials provided by USAID under this agreement shall be placed in a special account in the Saint Lucia Cooperative Bank Limited and shall be used in addition to those funds already allocated to support the sub-component project described in part A(2) of this section of this grant agreement.

ST. LUCIA BANANA GROWERS ASSOCIATION

GALVANIZE SHEETS REQUIRED FOR REBUILDING BOXING PLANTS

<u>Boxing Plants</u>	<u>8ft.</u>	<u>10ft.</u>	<u>12ft.</u>
Grande Riviere	-	-	-
Mahaut	-	-	-
Union	-	100	-
Fond Assau	-	50	-
Vanard	-	100	-
Troumassee	-	100	50
Retraite	-	120	-
Odsan	-	-	20
Errard	-	-	50
La Ressource	40	40	135
Morne Caillandre	-	-	100
Fond St. Jacques	10	10	-
Forestierre	50	51	175
Top Saltibus	-	-	60
Victoria	-	50	-
Canaries	5	5	-
Lombard	10	10	-
Raillon	-	100	-
Ti Rocher	5	5	-
Boguis	90	90	-
Ravine Noel	-	50	-
Monchy	-	-	10
Derniere Riviere	59	50	141
Girard	30	30	-
D'Arban	10	10	-
Theobald	-	-	50
Blanchard	45	45	135
Tonnes	-	-	50
Banse	-	-	100
Veuve Anslem	-	-	200
Vieux Fort Hangar	-	70	-
Contingency	<u>146</u>	<u>14</u>	<u>124</u>
TOTALS	<u>500</u>	<u>1,100</u>	<u>1,400</u>

Policies and Procedures

Saint Lucia Emergency Housing Rehabilitation Project

1. The Emergency Housing Rehabilitation Project shall be conducted by the Housing Committee, which shall be formally established under the chairmanship of Mr. Paul Hippolyte. During the period September through December, 1980, Mr. Hippolyte will dedicate his fulltime efforts to the implementation of the program.

2. USAID construction materials will be made available to the approximately five-hundred and seventy-seven (577) houses severely affected by Hurricane Allen. This will include the three-hundred and thirty-nine (339) houses surveyed as destroyed and the two-hundred and thirty-eight (238) surveyed as having their roofs destroyed.

3. Each household qualifying under this program may receive up to the following maximum amounts of materials:

(a) 50 pieces 2 x 4 lumber

(b) 100 pieces 1 x 10 or 1 x 6 lumber

Similar limits on quantities of construction nails or other materials will be established by mutual agreement between Housing Committee and USAID technicians.

4. With the exception of the special cases described in the following paragraph, USAID materials will be available for distribution only through subsidized sales to recipient households. The following prices shall apply:

(a) 2 x 4 lumber EC\$0.50 per linear foot

(b) 1 x 10 lumber EC\$0.80 per linear foot

(c) 1 x 6 lumber EC\$0.50 per linear foot

Prices for construction nails and other materials to be sold under the program shall be established by mutual agreement between the Housing Committee and USAID technicians.

5. Special Cases Households whose principal members fall under the following specific, verified categories may, in accordance with the procedure described in this paragraph, be granted at no cost up to the maximum quantities described in paragraph (3), above:

(a) Blind or so physically handicapped that they cannot provide for themselves;

(b) Over the age of 65, with no other means of support, and unable to provide for themselves;

(c) Other with at least three children who has no means of sup. and within a household which contains no working male member.

(d) Cases which were receiving social welfare payments from the Government of Saint Lucia prior to Hurricane Allen.

The total number of such cases to be assisted under this program will not exceed sixty (60).

Cases proposed for assistance under this category will require certification in writing in advance of the rendering of such assistance, as follows:

(a) By Community Development Officer Benjamin Emmanuel, based on an individual field visit by him to the proposed household; and

(b) By Housing Committee Chairman Paul Hippolyte.

PROJECT AGREEMENT

PROAG STANDARD PROVISIONS ANNEX

- A. Reference to 'this Agreement' means the original Project Agreement as modified by any revisions which have entered into effect. Reference to 'cooperating country' means the country or territory of the Grantee.
- B. (1) AID will make available the amount specified in Block 3 of this Agreement, as necessary for the Project, as may be further described in Annex A.
- (2) The Grantee will make available the amount specified in Block 4 of this Agreement, as necessary for the Project, as may further be described in Annex A. The Grantee will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the Project as specified in Annex A.
- C. AID and the Grantee may obtain the assistance of other public and private agencies in carrying out their respective obligations under this Agreement. The two parties may agree to accept contributions of property, services, facilities and funds for purposes of this Agreement from other public and private agencies, and may agree upon the participation of any such third party in carrying out activities under this Agreement.
- D. Except as otherwise specified herein or subsequently agreed by the parties, all contributions of the parties pursuant to this Agreement shall be made on or before the Project Assistance Completion Date, or amended date. A contribution of goods or services shall be considered to have been made when the services have been performed and the goods furnished as contemplated in this Agreement. Disbursement of funds may take place after final contributions have been made, but AID shall not be required to disburse funds hereunder after the expiration of nine months following the estimated Project Assistance Completion Date (Block 5 of this Agreement) or any amended Project Assistance Completion Date specified.
- E. The procurement of commodities and services to be financed in whole or in part by AID may (where so required by AID procedures) be undertaken only pursuant to Project Implementation Orders (PIOs) issued by AID.
- F. Unless otherwise specified in the applicable PIO or Project Implementation Letter (PIL), the procurement of commodities imported specifically for the Project and financed with the AID contribution referred to in Block 3 of this Agreement shall be subject to the provisions of AID Regulation 1.
- G. Unless otherwise agreed by the parties or otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 3 of this Agreement shall be in the Grantee, or such public or private agency as it may authorize.
- II. (1) Any property furnished to either party through financing by the other party pursuant to this Agreement shall, unless otherwise agreed by the party which financed the procurement, be used effectively for the purposes of the Project in accordance with this Agreement, and upon completion of the Project, will be used so as to further the objectives sought in carrying out the Project. Either party shall offer to return to the other, or to reimburse the other for, any property which it obtains through

financing by the other party pursuant to this Agreement which is not used in accordance with the preceding sentence.

(2) Any funds provided to either party pursuant to this Agreement which are not used in accordance with this Agreement, shall be refunded to the party providing the funds.

(3) Any interest or other earnings on funds provided by AID to the Grantee under this Agreement will be returned to AID by the Grantee.

I. (1) If AID and any public or private organization furnishing commodities through AID financing for operations hereunder in the cooperating country, is, under the laws, regulations or administrative procedures of the cooperating country, liable for custom duties and import taxes on commodities imported into the cooperating country for purposes of carrying out this Agreement, the Grantee will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

(2) If any personnel (other than citizens and residents of the cooperating country), whether United States Government employees, or employees of public or private organizations under contract with, or individuals under contract with AID, the Grantee or any agency authorized by the Grantee, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Agreement, are under the laws, regulations or administrative procedures of the cooperating country, liable for income and social security taxes with respect to income which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the cooperating country for the personal use of themselves and members of their families (not including such personal or household goods as may be sold by any such personnel in the cooperating country) or if any firm, not normally resident in the cooperating country, is liable for income, receipts, or other taxes on work financed by AID hereunder, the grantee will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

J. If funds provided by AID are introduced into the cooperating country by AID or any public or private agency for purposes of carrying out obligations of AID hereunder, the Grantee will make such arrangements as may be necessary so that such funds shall be convertible into currency of the cooperating country at the highest rate which, at the time the conversion is made, is not unlawful in the cooperating country.

K. AID shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.

L. The two parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of the Project and for three years after the completion of the Project shall further have the right (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.

M. AID and the Grantee shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.

N. The present Agreement shall enter into force when signed. Either party may terminate the Agreement by giving the other party thirty (30) days written notice of intention to terminate it. Termination of this Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 3 and 4 of this Agreement, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the termination of the Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property or funds shall remain in force after such termination. In addition, upon such termination AID may, at AID's expense, direct that title to goods financed under the Grant be transferred to AID if the goods are from a source outside the Grantee's country, are in a deliverable state and have not been offloaded in ports of entry of the Grantee's country.

O. To assist in the implementation of the Project, AID, from time to time, may issue PILs that will furnish additional information about matters stated in this Agreement. The parties may also use jointly agreed-upon PILs to confirm and record their mutual understanding on aspects of the implementation of this Agreement.

P. The Grantee agrees, upon request, to execute an assignment to AID of any cause of action which may accrue to the Grantee in connection with or arising out of the contractual performance or breach of performance by a party to a direct U.S. Dollar contract with AID financed in whole or in part out of funds granted by AID under this Agreement.