



28-Jul-2020

Dr. The Honourable Roosevelt Skerrit
Prime Minister and Minister for Finance
Ministry of Finance
Kennedy Avenue,
Roseau, Commonwealth of Dominica

Re: Commonwealth of Dominica: Disaster Vulnerability Reduction Project ("Project") – Amendments to IDA 5495-DM, SCF-PPCR Loan Number TF0016912, SCF-PPCR Grant Number TF016955, IDA 6314-DM -- Amendment Letter

We refer to the legal agreements for the Disaster Vulnerability Reduction Project listed below that were entered into between the Commonwealth of Dominica ("Recipient") and the International Development Association ("Association"):

- (a) Financing Agreement, IDA Credit Number 5495-DM, dated June 10, 2014, as amended and reinstated on November 27, 2018;
- (b) Loan Agreement, Strategic Climate Fund ("SCF") through the Pilot Program for Climate Resilience ("PPCR") Loan Number TF0016912, dated June 10, 2014, as amended and reinstated on November 27, 2018;
- (c) Grant Agreement, SCF-PPCR Grant Number TF016955, dated June 10, 2014, as amended and reinstated on November 27, 2018; and
- (d) Additional Financing Agreement, IDA Credit No. 6314-DM, dated November 27, 2018.

We also refer to the Second Additional Financing Agreement entered into the Recipient and the Association (Credit Number 6717-DM), on the same date of this Amendment Letter, for the purpose of providing additional financing for activities related to the Original Project (as said term is defined in the Second Additional Financing Agreement).

Based on the above, the Association hereby proposes to amend, the legal agreements listed in the first paragraph above as follows:

1. Financing Agreement, IDA Credit Number 5495-DM:

- (a) The table in Section IV. Part A, paragraph 2 to of Schedule 2 is hereby amended and replaced in its entirety with the table attached to Annex I hereto.
- (b) New paragraph (c) is hereby incorporated to Section IV. Part B, paragraph 1 of Schedule 2, to read as follows:

"(c) for Eligible Expenditures already paid under the Amended and Restated SCF Loan Agreement, the Amended and Restated PPCR Grant Agreement, the Additional Financing Agreement, or the Second Additional Financing Agreement".

- (c) The Appendix to the Agreement is amended by replacing the following terms and/or definitions:

- i. The term “Ministry of Environment, Climate Resilience, Disaster Management and Urban Renewal” and its definition are replaced with the following:

“Ministry of Environment, Rural Modernization, and Kalinago Upliftment” means the Recipient ministry in charge of environment, or any other successor thereto, acceptable to the Association.”

All references made to the “Ministry of Environment, Climate Resilience, Disaster Management and Urban Renewal” in the Agreement shall be read as “Ministry of Environment, Rural Modernization, and Kalinago Upliftment”.

- ii. The term “Line Ministries and Agencies” and its definition are replaced with the following:

“Line Ministries and Agencies” mean the Recipient’s Ministry of Public Works, Dominica Water and Sewerage Company, Office of Disaster Management, and other relevant ministries and agencies that may participate in the implementation of the Project.

- iii. The term “Project Coordination Unit” or “PCU” and its definition are replaced with the following:

“Project Coordination Unit” or “PCU” means the coordination unit within the Recipient’s Ministry of Environment, Rural Modernization, and Kalinago Upliftment and referred to in Section I.A.2 (a) of Schedule 2 to this Agreement or any successor thereto, acceptable to the Association.”

- (d) The Appendix to the Agreement is amended by adding, and placing in alphabetical order the following term and definition (and, as a result, the remaining terms and definitions are renumbered to maintain alphabetical order):

- “Second Additional Financing Agreement” means the second additional financing agreement entered into the Recipient and the Association to finance the Project (Credit Number 6717-DM)”.

2. Loan Agreement, Strategic Climate Fund (“SCF”) through the Pilot Program for Climate Resilience (“PPCR”) Loan Number TF016912:

- (a) The table in Section IV. Part A, paragraph 2 to of Schedule 2 is hereby amended and replaced in its entirety with the table attached to Annex 2 hereto.
- (b) New paragraph (c) is hereby incorporated to Section IV. Part B, paragraph 1 of Schedule 2, to read as follows:

“(c) for Eligible Expenditures already paid under the Amended and Restated Financing

Agreement, the Amended and Restated PPCR Grant Agreement, the Additional Financing

Agreement, or the Second Additional Financing Agreement”.

- (c) The Appendix to the Agreement is amended by replacing the following terms and/or definitions:

- i. The term “Ministry of Environment, Climate Resilience, Disaster Management and Urban Renewal” and its definition are replaced with the following:

“Ministry of Environment, Rural Modernization, and Kalinago Upliftment” means the Recipient ministry in charge of environment, or any other successor thereto, acceptable to the Association.”

All references made to the “Ministry of Environment, Climate Resilience, Disaster Management and Urban Renewal” in the Agreement shall be read as “Ministry of Environment, Rural Modernization, and Kalinago Upliftment”.

- ii. The term “Line Ministries and Agencies” and its definition are replaced with the following:

“Line Ministries and Agencies” mean the Recipient’s Ministry of Public Works, Dominica Water and Sewerage Company, Office of Disaster Management, and other relevant ministries and agencies that may participate in the implementation of the Project.

- iii. The term “Project Coordination Unit” or “PCU” and its definition are replaced with the following:

“Project Coordination Unit” or “PCU” means the coordination unit within the Recipient’s Ministry of Environment, Rural Modernization, and Kalinago Upliftment and referred to in Section I.A.2 (a) of Schedule 2 to this Agreement or any successor thereto, acceptable to the Association.”

- (d) The Appendix to the Agreement is amended by adding, and placing in alphabetical order the following term and definition (and, as a result, the remaining terms and definitions are renumbered to maintain alphabetical order):

“Second Additional Financing Agreement” means the second additional financing agreement entered into by the Recipient and the Association to finance the Project (Credit Number 6717-DM)”.

3. Grant Agreement, SCF-PPCR Grant Number TF016955:

- (a) The table in Section IV. Part A, paragraph 2 to of Schedule 2 is hereby amended and replaced in its entirety with the table attached to Annex 3 hereto.

- (b) New paragraph (c) is hereby incorporated to Section IV. Part B, paragraph 1 of Schedule 2, to read as follows:

“(c) for Eligible Expenditures already paid under the Amended and Restated Financing



Agreement, the Amended and Restated SCF Loan Agreement, the Additional Financing Agreement, or the Second Additional Financing Agreement”.

(c) The Appendix to the Agreement is amended by replacing the following terms and/or definitions:

i. The term “Ministry of Environment, Climate Resilience, Disaster Management and Urban Renewal” and its definition are replaced with the following:

“Ministry of Environment, Rural Modernization, and Kalinago Upliftment” means the Recipient ministry in charge of environment, or any other successor thereto, acceptable to the Association.”

All references made to the “Ministry of Environment, Climate Resilience, Disaster Management and Urban Renewal” in the Agreement shall be read as “Ministry of Environment, Rural Modernization, and Kalinago Upliftment”.

ii. The term “Line Ministries and Agencies” and its definition are replaced with the following:

“Line Ministries and Agencies” mean the Recipient’s Ministry of Public Works, Dominica Water and Sewerage Company, Office of Disaster Management, and other relevant ministries and agencies that may participate in the implementation of the Project.

iii. The term “Project Coordination Unit” or “PCU” and its definition are replaced with the following:

“Project Coordination Unit” or “PCU” means the coordination unit within the Recipient’s Ministry of Environment, Rural Modernization, and Kalinago Upliftment and referred to in Section I.A.2 (a) of Schedule 2 to this Agreement or any successor thereto, acceptable to the Association.”

(d) The Appendix to the Agreement is amended by adding, and placing in alphabetical order the following term and definition (and, as a result, the remaining terms and definitions are renumbers to maintain alphabetical order):

“Second Additional Financing Agreement” means the second additional financing agreement entered into the Recipient and the Association to finance the Project (Credit Number 6717-DM)”.

4. Additional Financing Agreement, IDA Credit No. 6314-DM:

(a) The table in Section III. Part A, paragraph 2 to of Schedule 2 is hereby amended and replaced in its entirety with the table attached to Annex 4 hereto.

(b) New paragraph (c) is hereby incorporated to Section III. Part B, paragraph 1 of Schedule 2, to read as follows:

“(c) for Eligible Expenditures already paid under the Amended and Restated Financing



Agreement, the Amended and Restated SCF Loan Agreement, the Amended and Restated PPCR Grant Agreement, or the Second Additional Financing Agreement”.

(c) The Appendix to the Agreement is amended by replacing the following terms and/or definitions:

i. The term “Ministry of Environment, Climate Resilience, Disaster Management and Urban Renewal” and its definition are replaced with the following:

“Ministry of Environment, Rural Modernization, and Kalinago Upliftment” means the Recipient ministry in charge of environment, or any other successor thereto, acceptable to the Association.”

All references made to the “Ministry of Environment, Climate Resilience, Disaster Management and Urban Renewal” in the Agreement shall be read as “Ministry of Environment, Rural Modernization, and Kalinago Upliftment”.

ii. The term “Line Ministries and Agencies” and its definition are replaced with the following:

“Line Ministries and Agencies” mean the Recipient’s Ministry of Public Works, Dominica Water and Sewerage Company, Office of Disaster Management, and other relevant ministries and agencies that may participate in the implementation of the Project.

iii. The term “Project Coordination Unit” or “PCU” and its definition are replaced with the following:

“Project Coordination Unit” or “PCU” means the coordination unit within the Recipient’s Ministry of Environment, Rural Modernization, and Kalinago Upliftment and referred to in Section I.A.2 (a) of Schedule 2 to this Agreement or any successor thereto, acceptable to the Association.”

(d) The Appendix to the Agreement is amended by adding, and placing in alphabetical order the following term and definition (and, as a result, the remaining terms and definitions are renumbers to maintain alphabetical order):

“Second Additional Financing Agreement” means the second additional financing agreement entered into the Recipient and the Association to finance the Project (Credit Number 6717-DM)”.

Except as stated herein, all the terms and conditions of each of the agreements referred in the first paragraph above, shall remain unchanged and in full force and effect.

Please confirm your agreement with the foregoing amendment by signing and dating this Amendment letter in the spaces provided below. This Amendment Letter will be executed in two counterparts, each of which shall be an original and one of which shall be returned to us. This Amendment Letter will become effective on the date in which the Association has dispatched to the Recipient notice of its acceptance of evidence in fulfillment of the conditions of effectiveness set forth in Section 10.01 of the General Conditions applicable to the Second Additional Financing Agreement referred to above.



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Sincerely,

INTERNATIONAL DEVELOPMENT ASSOCIATION

Tahseen Sayed

Tahseen Sayed
Director
Caribbean Countries
Latin America and the Caribbean Region

AGREED AND CONFIRMED:

THE COMMONWEALTH OF DOMINICA

By: 

Authorized Representative

Name: Roosevelt Skerrit

Title: Hon. Prime Minister and Minister for Finance

Date: 5th August, 2020

Annex 1

Amendment to the Financing Agreement for IDA Credit Number 5495-DM

The following table replaces the table in Section IV, Part A, paragraph 2 of Schedule 2 to the Financing Agreement:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Part A of the Project	5,822,232	100%
(2) Goods, works, non-consulting services and consulting services, Training and Operating Costs for Part B of the Project	0	100%
(3) Emergency Expenditures for Emergency Recovery and Reconstruction Subprojects, including Cash Transfers or Grants, under Part C of the Project.	5,176,412	100%
(4) Goods, works, non-consulting services and consulting services, Training and Operating Costs for Part D of the Project	0	100%
(5) Refund of Preparation Advance	1,356	Amount payable pursuant to Section 2.07 of the General Conditions
TOTAL AMOUNT	11,000,000	

Annex 2

Amendment to the Loan Agreement for the SCF-PPCR Loan Number TF0016912

The following table replaces the table in Section IV. Part A, paragraph 2 of Schedule 2 to the Loan Agreement:

Category	Amount of the Loan 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 under Part A of the Project	9,000,000	100%
(2) Goods, Works, non-consulting services, consulting services, Operating Costs and Training under Part B of the Project	0	100%
(3) Emergency Expenditures for Emergency Recovery and Reconstruction Subprojects, including Cash Transfers or Grants, under Part C of the Project.	0	100%
(4) Goods, Works, non-consulting services, consulting services, Operating Costs and Training under Part D of the Project	0	100%
TOTAL AMOUNT	9,000,000	

Annex 3

Amendment to the Grant Agreement for the SCF-PPCR Grant Number TF016955

The following table replaces the table in Section IV. Part A, paragraph 2 of Schedule 2 to the Grant Agreement:

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 under Part A of the Project	3,000,000	100%
(2) Goods, works, non-consulting services, consulting services, Operating Costs and Training under Part B of the Project	7,000,000	100%
(3) Emergency Expenditures for Emergency Recovery and Reconstruction Subprojects, including Cash Transfers or Grants, under Part C of the Project.	0	100%
(4) Goods, works, non-consulting services, consulting services, Operating Costs and Training under Part D of the Project	2,000,000	100%
TOTAL AMOUNT	12,000,000	

Annex 4

Amendment to Additional Financing Agreement for IDA Credit No. 6314-DM

The following table replaces the table in Section III. Part A of Schedule 2 to Additional Financing Agreement:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Part A of the Project	20,000,000	100%
(2) Goods, works, non-consulting services and consulting services, Training and Operating Costs for Part B of the Project	0	100%
(3) Emergency Expenditures for Emergency Recovery and Reconstruction Subprojects, including Cash Transfers or Grants, under Part C of the Project	0	100%
(4) Goods, works, non-consulting services and consulting services, Training and Operating Costs for Part D of the Project	2,100,000	100%
TOTAL AMOUNT	22,100,000	