

THIRD TOURISM DEVELOPMENT PROJECT
SECONDARY CITIES REVITALIZATION STUDY

Jerash

City Revitalization Pact

Attachment B

JOINT VENTURE OF COTECNO WITH ABT ALCHEMIA CDG MGA

Prepared by: **RG**

Checked by: **--**

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Provided that:

- The Ministry of Planning and International Cooperation carries the mission of guiding and coordinating governmental socio-economic policies, Programs and priorities as well as enhancing international cooperation for addressing these goals.
- The Ministry of Tourism and Antiquities carries the mission of the sustainable tourism development towards economic prosperity.
- The Ministry of Municipal Affairs carries the mission of providing all assistance to municipalities to build their institutional capacities and to support them in their provision of the infrastructure needed for sustainable development and better services for local communities.
- The Governorate is responsible for maintaining security and public safety, coordinating the work done by the various government departments and institutions in the Governorate and making available the requirements for the economic and social development of the Governorate.
- Greater Jerash Municipality as the representative of the local community is the principal beneficiary of the city revitalization program and the guarantor of its sustainability.

The parties listed hereto (the "*Institutions*") have agreed upon the following

JERASH CITY REVITALIZATION PACT

TITLE I – OBJECTIVES OF THE PACT

1. The objective of this City Revitalization Pact (the "*Pact*") is to ensure the efficient and effective implementation of a sustainable City Revitalization Program (the "*Program*") by agreeing on the roles and responsibilities of the above *Institutions* concerning:
 - (1) defining and budgeting the financial commitments of the parties involved;
 - (2) management and monitoring of the *Program*;
 - (3) defining the implementation responsibilities and commitments.
 - (4) allowing the *Institutions*, particularly the Municipality, to achieve improved management practices at handover of operations and overall by the end of the *Program* in order to ensure its sustainability.
2. The *Pact* has been contracted amongst the signatory *Institutions* on the basis of the urban, social, economic and institutional analysis of the city. It has been discussed with the representatives of the *Institutions*, in the presence and with the contribution of the civil society, during the City Consultation Workshop held in Jerash on December 5th, 2004.
3. By signing the *Pact*, the signatory *Institutions* have engaged themselves formally, in their own areas of responsibility as described hereinafter, to fulfill their commitments to achieve the objectives of the *Program*.
4. The Ministry of Tourism and Antiquities shall be responsible for the coordination and monitoring of the *Program*. Given the innovative nature of the *Program*, the limited implementation capacity of the Municipality itself and the ability of Ministry to satisfy the fiduciary requirements of the international donors, it has been agreed that the Ministry of Tourism and Antiquities shall be the designated project and contract manager on behalf of the Municipality for the whole *Program* and for every project action, including the capacity building.
5. The *Institutions* have recognized that the main challenge that the historic core of Jerash is facing is to recover its central role within the city and the surrounding region. Therefore, the objectives of the *Program* include: to reconstruct the social cohesion amongst the population; to improve the quality of the public space for the benefit of residents and visitors; and to increase the existing local economy, tourism activities and local products.

DESCRIPTION OF THE CITY REVITALIZATION PROGRAM

6. To achieve the objectives above, the *Institutions* have agreed upon a *Program* including three main components:
 - (1) **Regulatory actions.** The component will implement a special regulation to control urban growth and changes to the urban fabric, introducing criteria of conservation, integral recovery and comprehensive urban improvement.

- (2) **Physical actions.** This component includes a number of urban rehabilitation project actions that would comprehensively upgrade the historic core of Jerash, to develop it into a well managed urban park with high quality open public multipurpose space and community and commercial facilities. The component will finance (a) the upgrading of the city core street network; (b) the landscape restoration of the wadi area; (c) the completion of the East Baths node; and (d) the reuse of the ex-market place for a new parking structure.
- (3) **Capacity building.** This component will strengthen the capacity of Greater Jerash Municipality to ensure successful implementation of the CRP. The component will support hiring supplementary staff for GMM, providing appropriate training on urban and heritage management, providing technical tools and equipment, and technical assistance, including a traffic management program.

PROJECT ACTIONS

J.01 Upgrading of the city core street network.	JD 1,663,606	US\$ 2,348,064	28.16%
J.01a Rehabilitation of King Abdullah Street	JD 234,328	US\$ 330,738	3.97%
J.02 The landscape restoration of the Wadi area	JD 1,559,440	US\$ 2,201,040	26.39%
J.03 The East Baths Node	JD 301,000	US\$ 424,840	5.09%
J.04 The reuse of the ex-market place for a new parking structure	JD 1,825,936	US\$ 2,577,181	30.90%
Capacity building		US\$ 457,650	5.49%
<i>1 JOD = \$1,41</i>			
Total cost of Jerash CRP		US\$ 8,339,513	100.00%

7. Jerash historic core regulation. The historic core regulation is designed to control the building activities and ensure that these respect and are compatible with the historic character of Jerash core city. The regulation provides also for the protection of monuments, traditional buildings, green areas and open spaces (especially those that fit within a clearly identified archaeological/historical con-text), giving clear indications about the forms of intervention applicable to each context, the restrictions introduced and the level of protection to be achieved in the different cases.

8. Upgrading of the city core street network. This action will reinforce the grid of primary, secondary, and tertiary streets in the project perimeter, with a hierarchy of intervention levels. Moreover, the action is focused on the solution of some site-specific issues that include the rationalization and beautification of King Abdullah Street and the rationalization of the pedestrian crossing connecting the South Bridge to the archaeological site.

9. The landscape restoration of the Wadi area. The topographical cleavage of the wadi is the most characterizing landscape feature of the historical core of Jerash. Nevertheless, the presence of the wadi has been perceived through the years by the local community as more of a barrier. Moreover, the environmental assessment has shown that the wadi is an environmental challenge because it is used as an unofficial waste disposal site. The action, that requires extensive acquisitions of land and of some intrusive buildings, will ensure a continuous, mixed-use compound, reconnecting the two separated parts of the historic core, i.e. the Circassian city and the archaeological site.

10. The East Baths Node. The already implemented Jerash East Baths development needs to be completed, thus complementing the wider initiative of landscape rehabilitation of the wadi. The project will establish a new entrance and connection to the contemporary urban fabric in the area of the North Bridge and provide a landscaped filter between the plaza itself and the surrounding line of constructions whose poor architectural quality and evident overall decay infringe on the integrity of the plaza.

11. The reuse of the ex-market place for a new parking structure. The recent relocation of the Jerash market place has freed a 3200 m² triangular plot of land adjacent to the Bab-Amman Street for public development. The action will develop a three storey parking structure underneath a new mixed-use public space. The implementation of this project will take the form of a public-private partnership, in which the public partner will provide the land, and the private partner will ensure the realization and management of the new facility. It is assumed that the PPP model will increase the sense of ownership of the local population towards the CRP.

12. Capacity building. To ensure the appropriate capacity for the Municipality to fulfill the role established in this *Pact*, a capacity building action shall be put in place, including:

- (1) recruitment of personnel for the creation of a “technical support unit” and the reinforcement of capacities of the municipality in urban planning and management in the historic core;

- (2) training on: (a) Historic core regulations and conservation and restoration of historic buildings; (b) the use of GIS and other tools for urban planning and management ; (c) appropriate maintenance and management of urban services and spaces;
- (3) “Adressage” for the improvement of urban planning and management of the historic core;
- (4) technical assistance for: (a) the enforcement of the new Historic Core Regulation; (b) the improvement of the urban management of the historic core; (c) Conception of the “Addressage” ; and (d) setting up of indicators and procedures for the monitoring and evaluation of the urban service delivery.
- (5) delivery of IT equipment (hardware and software) for the department of Urban Planning and Technical Support Unit.

13. For the financing of the *Program*, the *Institutions* have agreed upon the financial plan hereinafter.

	IMPLEMENTATION PERIOD					Year 6	Year 7	Year 8	Year 9	Year 10
	Year 1	Year 2	Year 3	Year 4	Year 5					
Total Financing Required										
Total project costs	420,186	3,044,433	764,995	3,975,019	134,880	0	0	0	0	0
Interest during construction	0	0	0	0	0	0	0	0	0	0
Total Financing	420,186	3,044,433	764,995	3,975,019	134,880	0	0	0	0	0

Financing										
Central Gov	362,686	3037713	571,152	2,331,235	54,000	0	0	0	0	0
Municipalities	57,500	6,720	13,440	20,160	80,880	0	0	0	0	0
Privates	0	0	180,402	1623624	0	0	0	0	0	0
Total Project Financing	420,186	3,044,433	764,995	3,975,019	134,880	0	0	0	0	0

	OPERATIONAL PERIOD					Year 6	Year 7	Year 8	Year 9	Year 10
	Year 1	Year 2	Year 3	Year 4	Year 5					
Total Financing Required										
Total project costs	0	0	0	800	35800	80880	99080	216880	117880	117880
Interest during construction	0	0	0	0	0	0	0	0	0	0
Total Financing	0	0	0	800	35,800	80,880	99,080	216,880	117,880	117,880

Financing										
Central Gov	0	0	0	800	10,600	20,400	30,200	94,000	49,000	49,000
Municipalities	0	0	0	0	0	26,880	26,880	80,880	26,880	26,880
Privates	0	0	0	0	25,200	33,600	42,000	42,000	42,000	42,000
Total Project Financing	0	0	0	800	35,800	80,880	99,080	216,880	117,880	117,880

Amounts in US\$.

THE SIGNATORY INSTITUTIONS

For the Ministry of Planning and International Cooperation

For the Ministry of Tourism and Antiquities

For the Ministry of Municipal Affairs

For the Governorate of Jerash

For Greater Jerash Municipality

Date and place

TITLE II - EXECUTION OF THE CITY REVITALIZATION PACT

REFERENCE DOCUMENTS

14. The *Institutions* have acknowledged that the complete description of the overall city revitalization *Program* and of the project actions described herein is to be found in the following technical reference documents, which shall be considered as integral part of this *Pact*:

- (1) Jerash – City revitalization Program – Annex 1 – Detailed description of the City Revitalization Program
- (2) Jerash – City revitalization Program – Implementation plan.

MANAGEMENT

15. The Ministry of Tourism and Antiquities shall be responsible and accountable for the financial management of the *Program*.

COORDINATION AND MONITORING OF THE PROGRAM

16. The *Institutions* have agreed that the coordination and monitoring of the implementation of the *Program* shall be managed by a joint coordination and monitoring committee (*Lajnat tansik wa Ishraf*). The meetings of the committee shall be called by the Ministry of Tourism and Antiquities, to inform the municipality and the other *Institutions* and facilitate the solution of problems, at critical stages of the *Program* implementation, including the finalization of public/private partnership agreements, the approval of designs before tendering for works and the handover of operations to the Municipality. The meetings shall be organized according to the following procedure:

- (1) Not less than thirty days before the date of the meeting, the Ministry of Tourism and Antiquities will inform in writing all the *Institutions* on the place, date and agenda for the gathering. At the same time, the Ministry of Tourism and Antiquities will send hard copies of all the related technical documents to the *Institutions* for their preliminary analysis.
- (2) The *Institutions* may ask only once to postpone the meeting, for no more than fifteen days.
- (3) On the day agreed, the *Institutions* will participate at the meeting, which shall be moderated by Ministry of Tourism and Antiquities. The *Institutions* shall express their advice concerning the points under discussion, with their suggestions for the addressing of any issue that could have been raised. All the participating *Institutions* shall be committed in finding solutions that could be agreed upon for any problems that could have been individuated.
- (4) Upon completion of the meeting, the Ministry of Tourism and Antiquities shall circulate within the *Institutions* (even those that did not, for any reasons, take part to the conference) the minutes of meeting within no more than seven days from the conference itself;
- (5) If the *Institutions* did not reach an agreement on the subject of the meeting, the Ministry of Tourism and Antiquities shall work to address the issues, find a reasonable solution and call a new meeting with the same procedure described hereto.
- (6) If even this second meeting does not reach a satisfactory agreement, the final decision shall be referred to the Ministry of Planning and International Cooperation, which shall notify its decision to all the *Institutions* within thirty days from the second meeting.

Any decision taken following the procedure described hereto shall be considered as ratified, confirmed and binding for all the *Institutions*, with no further objection.

MUNICIPAL UTILITIES

17. Acknowledging the particular situation of the historic core, the *Institutions* have agreed that a pre-condition for the achievement of the objectives of the *Program* is to put in place an appropriate coordination with the providers of utilities including water, sewerage, electrical power, telecommunications, etc. The coordination above shall be part of the pro-

ject/contract management commitments of the Ministry of Tourism and Antiquities, acting on behalf of all the *Institutions*. The other *Institutions* shall facilitate and give support to achieve the most effective collaboration and coordination with the providers.

LAND ACQUISITION

18. The Municipality and the other *Institutions* have acknowledged that the acquisition of some lands/buildings, as described in the following table, is an essential pre-condition for the execution of the *Program*. The Municipality shall be responsible and accountable for the acquisition, by any means including expropriation, within the deadline established by the implementation plan. The cost of the acquisitions shall be met with the funds of the *Program*.

PROJECT ACTION	ACQUISITION OF	ESTIMATED COST
The landscape restoration of the Wadi area	Land and buildings to be demolished	450,000 JD
The East Baths Node	Existing market stalls	70,000 JD

TITLE III - DURATION, CANCELLATION, REVISION OF THE PACT

19. The effectiveness of the *Pact* shall begin at the date of the signature and shall continue until the end of the *Program*.

20. In case of inactivity of the Municipality or of any other of the *Institutions*, the Ministry of Tourism shall call a meeting of the coordination and monitoring committee (*Lajnat tansik wa Ishraf*) to address the situation. If after the meeting the situation of inactivity will continue, the *Program* will be cancelled, and the inactive Institution shall be held economically responsible of the damages deriving from their neglect.

21. No revision or modification to this *Pact* shall be effective, unless approved and subscribed by all the *Institutions*.

TITLE IV – SUMMARY OF COMMITMENTS

GENERAL COMMITMENTS OF THE INSTITUTIONS

- 22.** By signing the *Pact*, the *Institutions* have engaged themselves in:
- (1) facilitating, by any means, the achievement of the objectives of the *Pact*;
 - (2) participating in the meetings of the coordination and monitoring committee (*Lajnat tansik wa Ishraf*) called for the implementation of the city revitalization *Program*, and accepting the results of the conferences as ratified and confirmed with no further objection;
 - (3) undertaking any other action appropriate for the achievement of the objectives of the *Pact*;
 - (4) the *Institutions* have agreed and engage themselves to implement the actions listed hereto as described hereinafter and in the reference documents, within the timeframe established by the implementation plan and respecting the related technical details.

SPECIFIC COMMITMENTS OF THE MINISTRY OF PLANNING AND INTERNATIONAL COOPERATION

23. In the framework of this *Pact*, the Ministry of Planning and International Cooperation engages itself in the fulfillment of the following activities.

- (1) ...

SPECIFIC COMMITMENTS OF THE MINISTRY OF TOURISM AND ANTIQUITIES

24. The Ministry of Tourism and Antiquities shall be the delegated project and contract manager on behalf of any other party, while the other *Institutions* are engaged to facilitate the achievement of the objectives of the *Program* and the resolution of the problems.

25. For the fulfillment of the objectives of the *Program*, the Ministry of Tourism and Antiquities shall provide and be accountable for the following activities:

- (1) overall coordination of the *Program*, including the operation of the coordination and monitoring committee (*Lajnat tansik wa Ishraf*);
- (2) financial coordination and management of the *Program*;
- (3) monitoring and six-monthly reporting activities, in compliance with the approved monitoring and performance indicators;
- (4) quality control of technical services and works;
- (5) ensuring appropriate operational levels of the Technical Development Department for the duration of the *Program*;
- (6) promoting effectively the tourism activity and image of Jerash, within the framework of the national tourism development policy;

26. For the implementation of the physical actions described herein, the Ministry of Tourism and Antiquities shall provide and be accountable for the following activities:

- (1) management of the agreements with appropriate private partner(s) for the public/private partnership actions;
- (2) putting in place an appropriate coordination with the providers of utilities including water, sewerage, electrical power, telecommunications, etc.
- (3) technical activities needed for the realization of the project actions listed herein, including, but not limited to: (a) preparation of Terms of reference for the surveys, architectural and engineering design and works supervision; (b) award of technical services; (c) management of the design stage; (d) final approval of the design.
- (4) procurement of works needed for the realization of the project actions listed herein, including but not limited to: (a) tendering procedures, in compliance with the reference World Bank regulations and standards; (b) award the construction contract; (c) manage the execution of works; (d) handover the works to the Municipality or the private partner(s), as required.

27. For the implementation of the "Capacity building" action, the Ministry of Tourism and Antiquities shall provide and be accountable for the following activities:

- (1) general management and coordination of the capacity building action;
- (2) procurement of goods and equipment, including but not limited to: (a) tendering procedures, in compliance with the reference World Bank regulations and standards; (b) award the procurement contract; (c) manage the execution of works; (d) handover the works to the Municipality or the private partner(s), as required.
- (3) procurement of technical services to deliver to the Municipality the training and technical assistance described in the project;

SPECIFIC COMMITMENTS OF THE MINISTRY OF MUNICIPAL AFFAIRS

28. The Ministry of Municipal Affairs shall contribute to the financing of the *Program* by making available the funds for the acquisition, as described in paragraph 18. above.

29. For the fulfillment of the objectives of the *Program*, the Ministry of Municipal Affairs shall provide and be accountable for the following activities:

- (1) immediately passing of the decree for the approval of the new Jerash Historic Core regulation;
- (2) collaborating with the Municipality to improve the current fiscal, budgeting, staffing, and other relevant issues for empowering the Municipality to assume the management of the renewed assets upon handover from the Ministry of Tourism and Antiquities;

- (3) collaborating with the Municipality to ensure financial and budgeting stability during the implementation period of the Program, also by appropriate management of transfers.

30. By signing the Pact, the Ministry of Municipal Affairs declares that the financial engagement of the Municipality (paragraph 33.) and the organizational measures (paragraph 39.) shall be considered immediately and expressly approved and ratified with no further objection.

SPECIFIC COMMITMENTS OF THE GOVERNORATE OF JERASH

31. The Governorate of Jerash shall ensure the mobilization of the companies and *Institutions* responsible for providing goods and services to the city (as the Water Authority and the Electricity Company) so to ensure their active collaboration to the *Program*, their participation to the service conferences, when needed, and the coordination of their actions and activities on the municipal territory with the Municipality.

SPECIFIC COMMITMENTS OF GREATER JERASH MUNICIPALITY

32. The Municipality shall be the principal owner of the *Program* on behalf of the population.

33. The Municipality shall contribute to the financing of the *Program* with the following provisions (expressed in US \$):

Year 1	Year 2	Year 3	Year 4	Year 5
57.500	6.720	13.440	20.160	80.880

The provisions stated above shall cover 50% of cost of the equipment that the program shall deliver to the Municipality itself in the framework of the capacity building action as described at paragraph 12. (5), and a progressive share of the cost of the new personnel recruited as described at paragraph 12. (1), as per the following table.

Year 1	Year 2	Year 3	Year 4	Year 5
0%	25%	50%	75%	100%

34. The Municipality shall develop and implement, under the supervision of the Ministry of Municipal Affairs, an action plan to progressively improve, within the timeframe of the project, the collection the tax and fees of which as the right to collect, particularly the taxes and fees related to:

- (1) building and construction licensing;
- (2) planning and development, and specially those connected to the improvement of the historic core.

35. For the implementation of the historic core regulation described herein, immediately after the Ministry of Municipal Affairs has passed the new "Jerash Historic Core Regulation", the Municipality shall immediately mobilize itself to ensure strict application and immediate enforcement of the new historic core regulation.

36. For the implementation of the pilot parking meters plan, the Municipality shall:

- (1) in strict coordination with the executions of works in King Tallal Street, provide for the installation of the parking meters in the area indicated in the project documents;
- (2) after the handover of the works from the Ministry of Tourism and Antiquities, ensure the management and enforcement of parking meters, according to the pilot parking management plan described in the project;

37. For the implementation of the traffic management program, the Municipality shall collaborate with MOTA for the preparation of the program, Immediately after the final approval of the program, the Municipality shall immediately mobilize itself to ensure strict application and immediate enforcement of the new traffic management program.

38. For the implementation of the physical actions described herein, the Municipality shall:

- (1) ensure, through any means including expropriation, the acquisition of the land and/or of the buildings required for the implementation of the project actions, as summarized at paragraph 18. above;
- (2) receive the handover of the renewed public assets from the Ministry of Tourism and Antiquities and immediately mobilize itself to ensure proper maintenance and management.

39. For the implementation of the capacity building action, the Municipality shall:

- (1) establish the cross-departmental municipal unit and mobilize the concerned municipal services;
- (2) establishment the local committee of consultation and follow-up of revitalization with the local stakeholders and civil society.
- (3) recruit the personnel required for the creation of the “technical support unit” and for the reinforcement of capacities of the municipality in urban planning and management
- (4) ensure the implementation of the “Adressage” action, namely: phase (I) - establishment of (a) coordination arrangements between TSU and urban planning dept.; and (b) establishment of the work methodology. Phase II : surveys, codification, cartography, construction of a database. Phase III: installation of signs with names of streets and buildings.
- (5) actively collaborate with the Ministry of Tourism and Antiquities to ensure the successful implementation of the capacity building action as described herein and in the project.

40. Recognizing its role as the principal owner of the *Program*, Greater Jerash Municipality has committed itself in the continuous and measurable improvement of the delivery of urban services, recognizing that the highest priority is to be attributed to the following areas of responsibility:

- (1) management, maintenance and cleaning of the renewed public spaces;
- (2) management and maintenance of the public utilities networks;
- (3) solid waste collection and management;
- (4) traffic and parking management;
- (5) control of private building activities, including restoration, alteration and new buildings (if allowed);
- (6) technical and administrative management of building permits;
- (7) implementation and management of an appropriate geographic information system;
- (8) control of commercial activities;
- (9) control of signage, billposting, shop windows and showcases;
- (10) sanitary and food control of restaurants, cafes, etc.