



**Promoting Accountability of Public Resources**

# **REPORT OF THE AUDITOR GENERAL**



**On Nimba County Social and  
County Development Funds**

**For The Fiscal Years  
2011/2012 & 2012/2013**

**December 2014**

**Yusador Gaye, CPA, CGMA  
Auditor General, R.L.**

**Republic of Liberia**



**TRANSMITTAL LETTER**

**The Honorable Speaker of the House of Representatives and the Honorable President  
Pro-Tempore of the House of Senate**

We have undertaken the audit of the Social and County Development Funds of Nimba County for the fiscal periods ended June 30, 2012 and June 30, 2013. The audit was conducted under the Auditor General's statutory mandate, as provided for under Chapter 53.3 of the Executive Law of 1972.

Findings conveyed in this report were formally communicated to the Nimba County Administration for their responses. The reportable issues were submitted through a Management Letter. Where responses were provided by the County's Administration on the report's findings, they were evaluated and incorporated in this report.

Given the significance of the matters raised in this report, we urge the Hon. Speaker and members of the House of Representatives and the Hon. President Pro-Tempore and members of the Liberian Senate to consider the implementation of the recommendations conveyed herein with urgency.

  
**Yusador S. Gaye, CPA, CGMA**  
**Auditor General, R.L.**

**Monrovia, December 2014**

## Table of Contents

<b>1</b>	<b>DETAILED REPORT .....</b>	<b>7</b>
1.1	Introduction .....	7
1.2	Background .....	7
1.3	Audit Objectives.....	9
1.4	Audit Scope and Methodology .....	9
1.5	Limitation of Scope .....	10
1.6	Limitation of Responsibility .....	10
1.7	Part I: Social Development Fund (SDF).....	11
<b>1.7.1</b>	<b>Detail Findings and Recommendations.....</b>	<b>11</b>
1.7.1.1	Financial Analysis.....	11
1.7.1.2	CDMC Failure to Submit Project Proposal .....	13
1.7.1.3	Violation of the PPC Act in the Awarding of Contracts.....	15
1.7.1.4	Project Approved Without PPC Requirement .....	19
1.7.1.5	Unsupported Payment to NCCC .....	22
1.7.1.6	Repeated Payment Voucher Number .....	23
1.7.1.7	Third Party Payment.....	25
1.7.1.8	Contract Awarded to Unqualified Bidder.....	27
1.7.1.9	Contracts Awarded Without Bid .....	28
1.7.1.10	Scholarship Awarded Without Policy.....	30
1.7.1.11	Unsupported Withdrawals.....	31
1.7.1.12	Projects Implemented Without Resolution .....	33
1.7.1.13	Contract Analysis .....	35
1.7.1.14	Failure to Maintain Fixed Asset Register .....	44
1.8	Part II- County Development Fund (CDF).....	46
<b>1.8.1</b>	<b>Project Implementation .....</b>	<b>46</b>
1.8.1.1	Project Implementation without Bid .....	46
<b>2</b>	<b>ACKNOWLEDGEMENT .....</b>	<b>49</b>
<b>3</b>	<b>STATEMENT OF ACCOUNTABILITY .....</b>	<b>50</b>
<b>5</b>	<b>EXHIBITS .....</b>	<b>69</b>

<b>Acronyms/Abbreviations/Symbol</b>	<b>Meaning</b>
A/C#	Account Number
AG	Auditor General
BEP	Bid Evaluation Penal
BOQ	Bill of Quantity
Corp.	Corporation
CDMC	County Development Management Committee
CDA	County Development Agenda
CDF	County Development Fund
CDO	County Development Officer
CGMA	Chartered Global Management Accountant
CPA	Certified Public Accountant
DFCS	Dedicated Fund Committee Secretariat
DFC	Dedicated Fund Committee
FY	Fiscal Year
FAR	Fixed Asset Register
GAC	General Auditing Commission
GOL	Government of Liberia
IPSAS	International Public Sector Accounting Standards
LBR	Liberia Business Registry
LAMCO	Liberia-American Mining Company
LBDI	Liberia Bank for Development and Investment
LOA	Letter of Agreement
MIA	Ministry of Internal Affairs
MOF	Ministry of Finance
MLME	Ministry of Lands, Mines and Energy
MDA	Mineral Development Agreement
NCDMC	Nimba County Development Management Committee
NTGL	National Transitional Government of Liberia
NCCC	Nimba County Community College
MOU	Memorandum of Understanding
PMT	Project Management Team
PMC	Project Management Committee
PIU	Project Implementation Unit
PPC	Public Procurement and Concession
PPCC	Public Procurement and Concession Committee
USD	United States Dollar
UNOPS	United Nations Office of Project Services

## **AUDITOR GENERAL'S CONCLUSION ON THE COUNTY AND SOCIAL DEVELOPMENT FUNDS OF NIMBA COUNTY FOR THE FISCAL PERIODS ENDED JUNE 30, 2012 & JUNE 30, 2013**

During the fiscal periods 2011/2012 and 2012/2013, the Nimba County Administration received the amount of US\$800,000.00 as Social Development Fund. The SDF had an opening bank balance of US\$2,239,835.08. The total cash available as SDF during the audit periods amounted to US\$3,039,835.08. The county received US\$200,000.00 as County Development Fund. A deposit of US\$53,797.30, the source undisclosed, was also deposited in the CDF account. The opening bank balance in the CDF account was US\$351, 623.51. Therefore, the total amount available as CDF during the audit periods was US\$605,420.81.

Financial activities and the conduct of the affairs of Nimba County's CDF and SDF were marred by financial irregularities for a number of projects implemented by the County Administration. These irregularities occurred because the Nimba County Administration did not execute the CDF and SDF consistent with the contractual terms and conditions, the PPC Act of 2005 and 2010 amendment, the Budget Laws, applicable laws and regulations as well as the Ministry of Internal Affairs' Guidelines.

We observed the non-adherence to the PPC Act by the Nimba County Administration without material justification. For instance, the Nimba County Administration and PMC made a total payment of US\$5,024,295.35 of which US\$4,774, 145. 35 was paid prior to the audit periods for the purchase of earth moving equipment for the county without regard to the PPC Act. We also observed that the contractor, UNOPS defaulted on the contract terms and conditions.

Similarly, we observed that a contract valued at US\$260,000.00 for the renovation of the Sanniquelle Sports Stadium was awarded to the Jungle Water Group of Investment without evidence to indicate that a competitive bidding process was carried out. We observed that the Chairman of the Nimba County Sports Steering Committee was the owner of the company. This action on the part of the County Administration and PMC amounted to a violation of the PPC Act Section 131 (a-c).

Furthermore, we observed that two separate payments, US\$71,799.21 and US\$90,000.00 were made to the Jungle Water Group of Investment. The payment documents revealed that the payments were reimbursements to the company for purportedly the pre-financing of the Nimba County's participation in the 2011/2012 and 2012/2013 National County Sports Meet respectively. Awarding contract and making payments to a company owned by the Chairman of the Nimba County Sports Committee constitute conflict of interest which undermines public sector accountability and transparency. There was also no evidence seen to indicate that a competitive bidding process was carried out which led to awarding the contract to the Jungle Water Group of Investment. In addition, there was no evidence to account for the amount purportedly expended by the company to be entitled to reimbursement.

The Nimba County Administration made third party payments in the amount of US\$83,047.00 for the purchase of goods and services. The payments were made in the name of the former Finance officer, instead of the vendor or service provider. Up to reporting, no substantive authority and material justification was provided by the County Administration to acquit the expenditure. We also observed that series of disbursements amounting to US\$1,114,663.60 were made from the SDF account maintained at the LBDI without supporting documentation.

Also, the Nimba County Administration and PMC awarded scholarships in the amount of US\$154,759.92 for which there were no approved policy and/or procedures on the awarding of the scholarships to students of the county. In the absence of an approved policy on how scholarships should be awarded, the likelihood of denying qualified and most deserving candidates the opportunity could not be overemphasized.

Based on the audit performed, we have not been able to obtain sufficient appropriate audit evidence to provide the basis for a conclusion. Accordingly, we do not express a conclusion on the available accounts and related records of the Nimba County's CDF and SDF for the fiscal years ended 2011/2012 and 2012/2013.

  
**Yusador S. Gaye, CPA, CGMA**  
**Auditor General, R.L.**

**Monrovia, December 2014**

## **1 DETAILED REPORT**

### **1.1 Introduction**

- 1.1.1 We audited the financial and operational records of the Social Development Fund (SDF) and County Development Fund (CDF) of Nimba County for the fiscal periods July 1, 2011 to June 30, 2013. For the fiscal period 2011/2012, the SDF and CDF were separately managed by various committees. The management of the SDF involved the Dedicated Fund Committee (DFC), County Development Management Committee (CDMC) and Project Implementation Unit (PIU).
- 1.1.2 DFC served as the national coordinating and regulatory body for the management of the County and Social Development Funds while the CDMC oversaw the management of the funds at the county level. The CDMC appointed the PIU to manage the day to day activities of the SDF and projects undertaken by the county.
- 1.1.3 The CDF was solely managed by the Project Management Committee (PMC) in keeping with the dictates of the Budget Law. However, for the period 2012/2013, the SDF and CDF were jointly managed by the PMC through a resolution reached on March 22, 2013 by the County Council which led to the merger of the PIU and PMC.

### **1.2 Background**

- 1.2.1 The Mineral Development Agreement (MDA) between the concessionaires, Arcelor Mittal, BHP Billiton and the Government of Liberia established the County Social Development Funds (SDF).
- 1.2.2 The Arcelor Mittal Social Development Fund came into being through Article 22 Section 3 of the Mineral Development Agreement (MDA), signed between the Government of Liberia and Mittal Steel Holding Liberia (Arcelor Mittal) and passed into law on 7 May 2007.
- 1.2.3 The Agreement was earlier signed between the Interim Government, represented by the National Transitional Government of Liberia (NTGL) and Mittal Steel Holding Liberia for the mining of iron ore from the former LAMCO located in Yekepa, Nimba County. It was however, reviewed and ratified by the Government under the administration of President Ellen Johnson-Sirleaf.
- 1.2.4 The Act that created the Mineral Development Agreement between the Arcelor Mittal and the Government of Liberia requires that the amount of US\$3,000,000.00 be contributed to the social and community development of three counties including Bong, Nimba and Grand Bassa annually for 25 years. The beneficiaries of the SDF from Arcelor Mittal are as follows:

**Table1A: Schedule of the Arcelor Mittal Annual Social Development Contribution**

County	Percentage	Amount in Dollars(USD)
Nimba	50%	1,500,000.00
Grand Bassa County	33.3 %	999,000.00
Bong County	16.7 %	501,000.00
<b>Total</b>	<b>100%</b>	<b>USD 3,000,000.00</b>

1.2.5 Nimba County's 50% equaled US\$1,500,000.00, Grand Bassa County's 33.3% equaled US\$999,000.00 and Bong County's 16.7% equaled US\$501,000.00

1.2.6 Also, the BHP Billiton Social Development Fund was established through Article 8.2(b), Mineral Development Agreement (MDA) which calls for the establishment of a Dedicated Fund Committee (DFC) to manage and disburse the annual social contribution provided to the affected counties. The MDA was signed between the Government of Liberia and BHP Billiton and passed into law in September 2010.

1.2.7 The Act that created the MDA between the Government of Liberia and BHP Billiton requires that the amount of US\$400,000.00 be contributed to the social and community developments of the three (3) counties, Bong, Nimba and Grand Bassa annually. The three (3) counties received a proportional distribution of thirty-three percent (33.3%) each. Nimba County's share of the BHP Billiton Social Development funds is US\$133,333.33. For the periods under audit, the Nimba County Administration maintained separate United States Dollars bank accounts for the Social and County Development Funds. The Two accounts were maintained at the Liberia Bank for Development and Investment (LBDI).

### **1.2.8 County Development Fund (CDF)**

1.2.8.1 The County Development Fund (CDF) was initiated in 2006 by the Government of Liberia to fast track national development in the leeward counties. In 2011/2012 and 2012/2013, US\$400,000.00 was appropriated to Nimba County. However, the county received only US\$200,000.00 as CDF during the audit periods.

1.2.8.2 For the periods under audit, the following persons managed the affairs of the county.

**Table 1B: Nimba County Administration for the period under Audit**

No	Name	Position	Tenure
1	Christiana D. Dagadu	Former Superintendent	August 1,2011 –February 12,2014
2	Edith Gongloe-Weh	Former Superintendent	August 29,2009- August 1, 2011
3	Teeko T. Yorlay	Assistant Superintendent for Development	May 1,2012 –October 6,2014
4	Clinton G. Layweh	Project Specialist / Head PIU	November 1,2011-March 23, 2013
5	Clinton G. Layweh	PMC Chairman	March 2013- present
6	Patrick Luogan Lah	PMC Chairman	2011-2012
7	Shirley F. Browne	PMC Treasurer	2009-2012
8	Acquoi Karmen	Assistant PMC Treasurer	2009-2012



No	Name	Position	Tenure
9	Eddie Z. Tenweh	PMC Treasurer	June 2012- Present
10	Peterson G. N. Walker	PMC Comptroller	April 2013 - Present
11	Edwin F. Kruah	PMC Chairman	June 2012 -March 2013
12	Ernest Y. Yorwon	Assistant Treasurer	June 2012-March 2013
13	Prince V. Goanue	Finance officer-PIU	September 2011- October 2012

### **1.3 Audit Objectives**

1.3.1 The objectives of the audit were to obtain reasonable assurance that:

- Adequate internal controls have been put in place regarding the receipt and expenditure of Social and County Development Funds allocated to the County;
- All SDF and CDF allocated or otherwise disbursed have been expended and applied for intended project and the expenditure incurred conforms to the authority which govern them as stated in the approved guidelines and other relevant regulations of GOL;
- All procurement of goods and contractual services were done in line with the PPC Act, PFM Act and its regulations, Budget Law and other applicable laws;
- All compensation incurred were authorized and made to existing employees;
- All assets of the funds were properly recorded, safeguarded and utilized for the purposes intended;
- The Social and County Development Funds have been allocated and received during the periods under audit and verified that it was deposited into the County's account designated by the CDMC and PMC;
- Assure that professional due care was exercised in the awarding of contracts, adherence to contractual terms and that there was no default in the projects implementation;
- Assets of the county were inventoried and accounted for

### **1.4 Audit Scope and Methodology**

1.4.1 The audit included the examination of several financial documents to meet the reporting requirements of the Auditor General as defined in Section 53.7 of the Executive Law of 1972 as well as the Public Procurement and Concessions Act of 2005 and 2010 Amendment, PFM Law of 2009, the Budget Laws of 2011/2012 and 2012/2013, other applicable laws and regulations

1.4.2 We conducted the audit in accordance with International Standards of Supreme Audit Institutions (ISSAIs) as prescribed by INTOSAI. These standards require that we plan and perform the audit to obtain reasonable assurance that financial records and associated records compiled by the Project Implementation Unit (PIU), the County Administration and the Project Management Committee (PMC) on the use of the County and Social Development Funds were free of material misstatements.

1.4.3 During the conduct of the audit, we reviewed the following:

- Records pertaining to contract and implementation of approved projects;
- Programs and activities executed.
- Accounting records of receipts and expenditure of SDF and CDF
- Administrative and financial files including those of other revenue intakes
- Bank Statements
- Payment vouchers
- All records relating to bid evaluation and awarding of contracts, and
- Other relevant documents

1.4.4 We also conducted interviews with key officials and projects implementers, inspected projects and photographed project sites and structures.

## **1.5 Limitation of Scope**

1.5.1 We were unable to obtain the documents listed below for the purposes of the SDF and CDF review:

- List of CDMC, DFC and PMT members
- Returned checks
- Contract agreement and bidding documents for the renovation of the stadium
- MOU and relevant documents on the pre-financed of National County Meet
- Bank statements and vouchers reflecting payments made on 5 (five) SDF Projects
- Fixed asset register
- Documents relating to extra income
- Supporting documentation on the withdrawals of the US\$1,114,663.60

1.5.2 On 2 September 2013, we wrote a communication to the Ministry of Internal Affairs requesting the above listed documents and on 23 September 2013, we wrote another communication to the Audit Focal Person, Peterson Walker requesting the above listed documents. We did not receive the requested documents up to the time of compiling this report.

## **1.6 Limitation of Responsibility**

1.6.1 We reviewed the system and control mechanism instituted by the Nimba County Administration over the management of the CDF/SDF to the extent we considered necessary for the effective conduct of this audit. Therefore, our review may not have

detected all material weaknesses that existed or improvements that could have been made.

- 1.6.2 We presented the findings and recommendations borne out of this audit to the County Administration in the form of Audit Observation Memorandums (AOMs) and a Management letter. Where responses were provided, they were incorporated verbatim in this report.

## **1.7 Part I: Social Development Fund (SDF)**

### **1.7.1 Detail Findings and Recommendations**

#### **1.7.1.1 Financial Analysis**

- 1.7.1.1.1 The Government of Liberia appropriated US\$100,000.00 and US\$1,500,000.00 in the National Budget for the respective fiscal periods of 2011/2012 and 2012/2013. The amounts represented Social Development contributions from BHP Billiton and Arcelor Mittal respectively.

- 1.7.1.1.2 However, from our review of the bank statements obtained from LBDI, it was revealed that the total SDF received by the Nimba County Administration was US\$800,000.00. An income of unknown source totaling US\$16,293.00 was deposited into the SDF account. The total cash income for the periods amounted to US\$816,293.00. **See annexure 1.** There was an opening cash balance of US\$2,239,835.08, thus the total amount available as SDF amounted to US\$3,056,128.08.

- 1.7.1.1.3 From further examination of the bank statements, it was revealed that the total expenditure was US\$2,347,578.69. **Annexure 2.** A cash balance of US\$708,549.39 was reported as at 29 June 2013. The cash position was verified from the SDF bank statement for the Nimba County Social Development Fund's account obtained from LBDI. **See table 2A below:**

**Table2A: Schedule of Income and Expenditure**

<b>SDF Income</b>	<b>Income (US)</b>	<b>Expenditure(US)</b>	<b>Ending Balance(US)</b>
Opening Balance	2,239,835.08		
SDF Income	800,000.00		
Unspecified Income	16,293.00		
Program Cost		251,559.18	
Administrative Cost		286,428.91	
Other Cost/ Transfer		1,809,589.60	
<b>Total</b>	<b>3,056,128.08</b>	<b>2,347,578.69</b>	<b>708,549.39</b>

- 1.7.1.1.4 In addition, the CDF has a total deposit of US\$253,797.30, of this amount US\$200,000.00 represented CDF deposit and US\$53,797.30 of other income. The sources of the US\$53,797.30 recorded remained unknown as there was no explanation from the Nimba

County Administration as to why said amounts were deposited into the Nimba County Development Fund's account. **See table 2B below:**

**Table 2B: Schedule of Inflow and Outflow of CDF**

CDF Income	Income(USD)	Expenditure(USD)	Ending Balance(USD)
Opening Balance	351,623. 51		
CDF Income	200,000.00		
Unspecified Income	53,797.30		
Project Cost		243,470.95	
bank charge		455.00	
Administrative /operational cost		95,859.61	
<b>Total</b>	<b>253,797.30</b>	<b>339,785.56</b>	<b>265,635.25</b>

1.7.1.1.5 An analysis of CDF bank statements noted that the total expenditure for the periods was US\$339,785.56. **See annexure 3.** The US\$339,785.56 included the US\$243,470.95 expended on the eighteen (18) rolled over projects, bank charges of US\$455.00 and US\$95,859.61 for administrative and operational costs. The Nimba County CDF's bank account had an opening balance of US\$351,623.51 and an ending balance of US\$265,635.25 as at 29 June 2013. **See table 2B above.**

### **Risk**

1.7.1.1.6 The PMC's failure to disclose its sources of income could lead to theft and abuse of public funds.

### **Recommendation**

1.7.1.1.7 The PMC should disclose the source of the US\$16,293.00 deposited into the SDF's account.

1.7.1.1.8 The PMC should disclose the source of the US\$53,797.30 deposited into the SDF's account.

### **Management's Response**

1.7.1.1.9 *With the observation on the bank statement analysis a financial position, it appears that the audit team had oversight in perusing in detail our quarterly financial reports submitted . As captured in our financial statement in the quarterly reports submitted, analysis of our income and expenditure was made clear and self-explanatory. Mentioning among others, the eight hundred thousand (USD800,000.00) income was contribution from AML remitted by Ministry of Finance and the six thousand(USD6,000.00) income came from yellow machine rental for emergency intervention . However, we are willing to provide more clarity if need be. We find it difficult to accept the phrase "unknown income" as presented in your management letter. This phrase , in our mind ,*

*is unacceptable because every income and expenditure for the SDF and CDF is properly accountable for under this current PMC.*

### **Auditor General's Position**

1.7.1.1.10 We accept the submission of management relative to the source of US\$6,000.00 of the US\$16,293.00 mentioned in our observation. Nonetheless, we herein request the PMC to disclose the source of the outstanding amount of US\$10,293.00 deposited in the SDF's account and the US\$53,797.30 deposited in the CDF respectively.

### **1.7.1.2 CDMC Failure to Submit Project Proposal**

#### **Observation**

1.7.1.2.1 Count 4.1-3 of the revised edition of the Project Guidelines on the submission, approval and management of the projects required that the CDMC submits all proposals for projects to the DFC using the Project Application Templates provided by the DFC and that all technical drawings and specifications for the projects be included in project proposals to guide the selection of contractors and monitoring of the projects. Proposals submitted must be signed by the Head of the PIU and approved by the County Superintendent.

1.7.1.2.2 Count 4.3 of the project Guidelines states that, "All technical drawings and specification for projects including corresponding Bills of Quantities (BOQ) and cost estimates should be included in project proposals. These specifications will guide the selection of contractors and the monitoring thereof. No project will be approved without an updated feasibility report, specifications or cost estimates."

1.7.1.2.3 Contrary to the above provisions, there was no evidence that the CDMC submitted to the DFC, proposals for projects and programs in the sum of US\$413,436.23 undertaken by the County Administration from the Social Development Funds. **See Table 3 below**

**Table 3: Schedule of project/program Cost**

No	District/Town / City	Project Title	Project Cost (Us)
1	Bololewee	Elementary and Junior High School	28,114.04
2	Gbahn Town	Guest House	26,282.35
3	Lugbeyee Town	Elementary and Junior High School	45,741.12
4	Duo Town	Guest House	26,662.86
5	Bunadin	Guest House	26,662.86
6	Sanniquielle	Modernization of the Sanniqueille Sports Stadium	260,000.00
<b>Total</b>			<b>USD413,463.23</b>

#### **Risk**

1.7.1.2.4 The approval of projects without first obtaining the requisite details including scope of work, technical details and other specifications as required by the regulatory framework governing the SDF may lead to project objective not being achieved.

1.7.1.2.5 Failure to obtain the requisite details such as technical details and other specifications could lead to discretionary measures in the implementation of projects. Sub-standard job could be done.

1.7.1.2.6 DFC's failure to adhere to the guidelines intended to govern the proper use of the project fund could lead to the misapplication of funds.

### **Recommendation**

1.7.1.2.7 Members of DFC should adhere to the operational guidelines by requesting all project details before approving them.

1.7.1.2.8 The DFC should exercise due diligence to ensure that Project Guidelines are followed.

1.7.1.2.9 The County Administration should provide material justification for failing to provide project proposals in keeping with the operational guidelines.

### **Management's Response**

1.7.1.2.10 *The structure under which the projects recently tendered were awarded was the DFCs, CDMC and PIU respectively. In accord with the guidelines quoted in your AOM, the then PIU organized and conducted sensitization meeting in the beneficiary communities/ Districts that brought together all relevant stakeholders including youths, women, disables, civil society representatives, elders, chiefs and district leadership where decisions on selection of priority projects were taken participatorily. Minutes and attendance are available for your perusal. Additionally, following the foregoing exercises, proposals for the projects were accordingly developed, perused, signed by the PIU head, attested by the CDO and Resident Engineer, approved by the county Superintendent and subsequently submitted to the DFC through the DFCs and copies forwarded to the Ministry of Internal Affairs (MIA) and the Public Procurement and concessions Commission (PPCC) before the commencement of the tender exercise. In the development, of the project proposals, the project application template provided by the DFCS was used. Copies of proposals are also available and are herewith attached. Other attendance: Meetings and attendance.*

1.7.1.2.11 *Observation- However, during the time of the carrying out of the above activities, changes have begun to take place within the DFC; ie at the time Ministries of Lands, Mines and Energy(Chair) and Internal Affairs (Co-chair) which seemed to have created new perceptions and perspectives about the DFC and consequently impacted the relational chemistry of the two lead ministries. The DFCs was also enacted which changed the PIU nomenclature to PMC. The DFC has had a good reform strategy and implementation guideline that needed strengthening and improvement. At this moment, one wonders as to whether the current PMC is subject to the DFC implementation strategy and guidelines or new guideline will be developed to guide the work of the PMC.*

### **Auditor General's Position**

1.7.1.2.12 The Project proposals submitted by management do not in any way acquit the findings as the proposals submitted were not signed by the County Superintendent and neither were they approved by the DFCs as required by the Project Guidelines. Therefore, we maintain our recommendations.

### **1.7.1.3 Violation of the PPC Act in the Awarding of Contracts**

#### **Observation**

1.7.1.3.1 Section 49(1a) of the PPC Act 2010 Amendment requires that, "The procuring entity shall employ international open competitive bidding procedures when the estimated contract price of the proposed procurement is higher than the ceiling threshold by Regulations promulgated by the commission for national open competitive bidding unless the commission approves the use of the national open competitive bidding on application by the procuring entity to the commission and shown by the procuring entity that sufficient competition exists at the national level."

1.7.1.3.2 Also, count 8.9 of the revised edition of the Project Guidelines require that procurement of projects equipment, material and services will be carried out consistent with the PPC requirements.

1.7.1.3.3 Contrary to the above provisions, the CMDC, represented by the former Superintendent Edith, Gongloe-Weh and former Minister of Internal Affairs, Harrison S. Karnwea, Sr., on 1 December 2010, entered into an agreement with the United Nations Office of Project Service (UNOPS) for the provision of the following:

- To purchase (3) three sets of yellow machines
- To train operators for the equipment
- To carry out routine Road Rehabilitation

1.7.1.3.4 As observed, the Letter of Agreement (LOA) was signed and entered into without due adherence to Section 49 (1a) of the PPC Act 2010 Amendment and the Project Guidelines as there were no bidding documents or evidence of no objection from the PPCC made available to the Audit Team. As indicated in the LOA, the contract was awarded at a cost of US\$5,785,000.00. **See Exhibit A1-A3**

1.7.1.3.5 As part of the agreement, US\$5,785,000.00 was an estimated project cost which was subject to adjustment if UNOPS, during the implementation of the project incurred additional expenditure other than the estimated project cost.

1.7.1.3.6 From further review of documents submitted for audit, it was revealed that the total of US\$5,024,295.35 was transferred from the county's SDF account at LBDI to UNOPS as part-payment against the total contract sum of US\$5,785,000.00, thus leaving the balance of US\$760,704.65. **See Table 4 Below**



**Table 4: Schedule of Payments to UNOPS**

Value Date	Payee	Purpose	Voucher #	CK#	AMT.(US)
February 16,2011	UNOPS	Purchase 3set of yellow Machine, Train manpower and Road Rehabilitation	33	N/A	4,774,145.35
4-Apr-13	UNOPS	Purchase 3set of yellow machine, Train manpower and Road Rehabilitation	218	N/A	250,150.00
<b>Total</b>					<b>USD5,024,295.35</b>

1.7.1.3.7 The PMC Chairman, Clinton G. Layweh informed the audit team that UNOPS, failed to adhere to the terms and conditions of the Letter of Agreement when it failed to train manpower to operate and maintain the equipment as stipulated in the original agreement.

1.7.1.3.8 In-spite of the reported default in the contract terms by UNOPS, the PMC, following the initial payment of US\$4,774,145.35, made a second payment of US\$250,150.00. Thus, the total amount paid to UNOPS was US\$5,024,295.35.

1.7.1.3.9 There was no International Competitive Bidding process conducted for the procurement of the earthwork equipment in violation of Regulation No.003 of the PPCC threshold schedule which requires that there should be an International Competitive Bidding process or the awarding of any procurement contract (works) that is above US\$1,000,000.00.

1.7.1.3.10 We further observed that the Ministers of Finance and Justice were not part of the transaction that led to the procurement of the earthwork machines as required by Section 24(4) of the PFM Law and Regulation No.003 of the PPCC.

### **Risk**

1.7.1.3.11 The awarding of contracts without adherence to the PPC Act of 2010 and its Regulations could deny citizens of their needed benefits of the SDF and undermine government economic revitalization policies and programs.

1.7.1.3.12 The awarding of contracts without adherence to the PPC Act of 2010 could deny other business organizations the opportunity to contribute to the reconstruction process of the country.

### **Recommendation**

1.7.1.3.13 The former Internal Affairs Minister Harrison S. Karnwea, Sr, former Superintendents, Edith Gongloe-Weh, Christiana D. Dagadu and PMC Chairman, Clinton G. Layweh should be held accountable for violation of Section 49(1a) of the PPC Act.



- 1.7.1.3.14 The CDMC and PMC should adhere to the procurement laws and regulations initiated by GOL to promote economy and transparency in the procurement of goods, works and services.

### **Management's Response**

- 1.7.1.3.15 *The procurement of the earthworks equipment was done long before our PIU ascendency. Matter of fact, the letter of Agreement (LOA) between UNOPS and Nimba County, attested by the Ministry of Internal Affairs was signed in December 2010 while the PIU came in months afterwards in 2011. Though, we raised a number of concerns and questions about the LOA and its implementation, our understanding was that this project was a presidential priority (arrangement) that preferred UNOPS. Thus the decision to award contract to UNOPS was not the making of the PIU because it was done before it (PIU) took over. Additionally, payments made up to the US\$1,066,363.60 were done within prior fiscal period which has been accounted for except the US\$250,000.00 that has been paid by the PMC. Payment records are available, especially for the 250K which has authorization and other transaction documents.*

### **Former Superintendent, Edith Gongloe-Weh's Response**

- 1.7.1.3.16 *Referenced above, we acknowledge the concerns raised on page 10 Count 6.1.2. "Violation of the PPCC Act in the Awarding of contracts" and we are pleased to provide clarity about the reality and attending circumstances surrounding the purchase of the equipment. We wish to establish herein that the issue entering into an LOA with UNOPS was not a deliberate disregard of the PPCC Act Section 6.1.2 in awarding contracts as has been indicated in the Management Letter. Notwithstanding, the timely procurement of the Nimba County Road building equipment was a compelling necessity purely based on policy which, prompted the intervention of the president. Furthermore, the presidential intervention at the time became a necessary and effective tool for the timely purchase of the equipment to give relief to the affected people of Nimba County, whose deplorable road conditions were hampering their overall livelihood and driving down their agricultural productivity.*
- 1.7.1.3.17 *We are further constrained to disclose to your honorable office that prior to our ascension to the position of Superintendent, there was a failed and contentious bid process for the purchase of two sets of earth moving equipment under the previous administration, which led to a legal action against the county by the aggrieved party. We were able to settle the suit out of court through negotiation with the aggrieved party in order to protect the county's social development funds and prevent the loss of the county's money in the legal process.*
- 1.7.1.3.18 *Based on the argument associated with the previous process as stated above and given the anxiety of citizens over the terrible conditions of their roads, the Minister of Internal Affairs, Honorable Harrison S. Karnwea, in collaboration with our office, pleaded with the president to intervene in ensuring that Nimba County can procure some road building equipment without a repeat of the previous bid process that ended in a*

*lawsuit. With that Presidential intervention, we were instructed by the Minister of Internal Affairs to enter into an agreement with UNOPS, with whom the President had negotiated the purchase of the quantity of equipment requested by the people of Nimba County (three (3) sets of road Building Equipment).*

*1.7.1.3.19 Though we signed the contract and few of the equipment were procured and delivered in Liberia before we were relieved of the position, completion of the entire contract was done under the administration of our successor. Henceforth, we submit herein that in no way we will deliberately violate any aspect of the public procurement and Concession Commission (PPCC), which is intended to guide against graft and economic waste by public officials. In support of the intent of the PPCC, the presidential intervention, which is based on public policy, was intended to prevent undue influence from competing parties and ensure that Nimba County received value for money. And I am proud to admit that today the people of Nimba County are excited about the ongoing rehabilitation of roads throughout the county by the availability of those equipment which were purchased directly from the manufacturer brand new.*

*1.7.1.3.20 We pledge our continual cooperation with the GAC in its commitment to promote accountability of public resource as a safeguard to our Nation's development. And hope that this information provides the necessary understanding and clarity regarding the purchase of the Nimba County equipment.*

**Former Internal Affairs Minister, Harrison S. Karnwea's Sr. Response**

*1.7.1.3.21 This acknowledges receipt of your communication relative to transactions leading to the procurement of eighteen (18) pieces of yellow machines and four (4) trucks for Nimba County Administration. While I cannot speak clearly to the approval of the Public Procurement and Concessions Commission (PPCC) during the process as the Procuring Entity in this transaction was not specifically the Ministry of Internal Affairs that I headed but the Nimba County Administration, I have a few things to inform you about.*

*1.7.1.3.22 Before my ascendency to the post of Minister of Internal Affairs, there have been foiled procurement processes undertaken by the procuring entity Nimba County Administration, with even one ending up in lawsuit that had to be negotiated for an out of court settlement by former Superintendent Edith Gongloe-Weh. There were obvious unceasing undue interferences in the procurement process by the Nimba Legislative Caucus, coupled with countless allegations of people receiving kickbacks to allow the procurement process to be skewed in favor of a group that would have provided used and re-sprayed machines under the guise of being brand new machines.*

*1.7.1.3.23 Based on Nimba County Administration's desire to procure the yellow machines and trucks to alleviate the bad roads and inaccessibility then confronting the county, and in our desire to help the county actualize its desire, asked the President to engage the Special Representative of the Secretary General of the United Nations Mission in Liberia to allow the UN system facilitate the process leading to the procurement of these machines*

*from the manufacturer to the county. The President consented and prevailed on the SRSG to help. Based on the SRSG's intervention, Hon. Mustapha Soumare, then DSRSR and Mr. Lakis of UNOPS were assigned to work with the Nimba County Administration to procure the machines and trucks.*

*1.7.1.3.24 It is worth mentioning that the activities leading to the procurement of the yellow machines and trucks were endorsed by the Ministry of Finance, the Ministry of State without Portfolio, ArcelorMittal Liberia, the Ministry of Lands, Mines and Energy and Ministry of Planning, all members of the Dedicated Funds Committee (DFC) that was the statutory authorizer of expenditure of Social Development Funds (SDFs) in the country. In the absence of such authorization, the procurement process would not have taken place.*

*1.7.1.3.25 Our involvement with the process was not in any way intended to purposefully disregard or circumvent the PPCC process, but to ensure that quality and value for money is obtained for Nimba County Administration and the people of Nimba County. The regrettable misstep observed by your professional auditing lenses used to review the process was uncalculated, unintentional. Our involvement was in good faith to avoid graft, waste and abuse in the procurement process of the yellow machines and trucks for the Procuring Entity Nimba County Administration.*

#### **Auditor General's Position**

*1.7.1.3.26 The management's assertion that the procurement of the road equipment was a presidential priority does not serve as a basis for the violation of the law. In addition, we received no evidence to support this assertion. Former Internal Affairs Minister Harrison Karnwea's assertion that the Ministries of State, Finance, Lands, Mines and Energy, among others authorized the transaction does not absolved the Nimba County Administration of the responsibility to ensure that procurement of the road equipment met the requirement of the public procurement law. Therefore, we maintain our recommendation.*

#### **1.7.1.4 Project Approved Without PPC Requirement**

*1.7.1.4.1 Section 48 (1) of the PPC Act, 2010 Amendment requires that, "Except as provided in subsection (2) of this Section, in procurement proceedings in which the procuring entity decides that only domestic suppliers or contractors are likely to be interested in submitting bids, the procuring entity shall employ national open competitive bidding procedures for procurement in which the estimated contract price of the procurement does not exceed the ceiling threshold applicable to national open competitive bidding."*

*1.7.1.4.2 Also, count 8.9 of the revised edition of the Project Guideline requires that the procurement of project equipment, materials and services will be carried out consistent with the PPC requirements.*

*1.7.1.4.3 Section 9(g) of the 2012/2013 Budget Law states that, "Access to the County Development funds Accounts shall be upon resolution of the County Council."*

- 1.7.1.4.4 As observed, the PMC did not prepare and issue bidding documents to solicit the expression of interest for the renovation of the stadium by means of advertised open bid proceedings to which equal access is provided to all eligible and qualified bidders.
- 1.7.1.4.5 Also, there was no evidence that the PMC sought the participation of the Ministry of Justice in the awarding of the contract as required by Regulation No. 003 of the Threshold Schedule of the PPCC and Section 24(4) of the PFM Law which requires the Ministry of Justice to attest to contracts above US\$250,000.00. It was also observed that the contract was not based on a resolution as required by Section 9(g) of the Budget Law.
- 1.7.1.4.6 In spite of the PMC's failure to adhere to procurement process as required by the PPC Act and the Budget Law, it was revealed that the Nimba County Legislative Caucus in a letter dated 28 October 2012, signed and approved by its Secretary, Worlea-Saywah Dunah and the Legislative Caucus' Chairman, Prince Y. Johnson, approved a contract budget valued US\$260,000.00 for the modernization of the Sanniqueille Sports Stadium as part of the County's preparation to host the 2010/2011 and 2011/2012 regional phase of the Annual National County Sports Meet. **EXHIBIT B1-B2**
- 1.7.1.4.7 According to the letter, the Nimba County Legislative Caucus instructed the Project Specialist and the PIU head, Clinton G. Layweh, to make available the approved amount to Nimba County Sports Steering Committee for the implementation of the project.
- 1.7.1.4.8 We observed that the purported contract for which the budget was approved by the Nimba County Legislative Caucus was awarded to the Jungle Water Group of Investments, owned and operated by Tomah S. Floyd, the Chairman of the Nimba County Sports Steering Committee.
- 1.7.1.4.9 The decision of the Nimba County Legislative Caucus to authorize payment on a contract that did not go through the requirement of the PPC Act and other existing laws that govern the awarding of contract amounts to conflict of interest in that the owner of the company is also the Chairman of the Nimba County Sports Steering Committee.
- 1.7.1.4.10 Ascertaining the veracity of the contract, the PMC Comptroller, Peterson Walker, however, indicated that there were no monies paid on the contract due to the controversial nature in awarding the contract.

### **Risk**

- 1.7.1.4.11 Awarding contract without adherence to the PPC Act and other extant laws undermine value for money as contract could be awarded to companies that lacked the requisite capacities to implement awarded projects. The failure of the County Administration to go through a National Open Competitive Bidding process in selecting successful bidder for the contract could deny many potential companies the opportunity to bid thereby undermining the achievement of value for money.

1.7.1.4.12 Non-adherence to the PPC Act could also lead to conflict of Interest as contracts could be awarded on the basis of business, personal relationships or political connections.

### **Recommendation**

1.7.1.4.13 The Nimba County Legislative Caucus Chairman, Prince Y. Johnson and the Secretary, Worlea-Saywah Dunah, should be held accountable for the violation of Section 48(1) of the PPC Act, 2010 Amendment.

1.7.1.4.14 The County Administration should adhere to the PPC Act in its procurement of goods, services and works.

1.7.1.4.15 Tomah S. Floyd, owner of the Jungle Water Group of Investment and Chairman of the Nimba County Sports Steering Committee should be held accountable for violation of Section 131, (1)(a,b&c) of the PPC Act, 2010 Amendment as it relates to conflict of interest.

1.7.1.4.16 The actual work done on the stadium should be validated by an independent team to determine the actual cost of work done before any payment is made.

### **Management's Response**

1.7.1.4.17 *As indicated when the audit team was in Nimba, the PMC maintains that in spite of the instruction of payment and authorization by the county leadership (i.e. caucus and county administration) to Jungle Water Group of Investment, for the modernization of the county sports stadium based on request in form of demand thru the sports steering Committee, the PMC did not act in any way in terms of effecting a tender process. The PMC (at the time PIU), observing that the process was not in the right frame of the procurement law, provided expert advice as to the right way forward; i.e assessment of the project, defining its scope, developing designs. Deriving cost estimate, and opening for tender. The caucus saw wisdom in this advice and decided that everyone works together to ensure that everything went right with the relevant laws. Because of the complexities and complication, the PMC, up to date has made no payment on this project.*

1.7.1.4.18 *The situation went amok with the involvement of various actors which caused the PPCC to halt whatever process and invoked an independent assessment by the Ministry of Public Works (MPW). This assessment, accordingly, has been done separately by MPW and the county team and reports are available. Hence, the PMC has no tender records and no contract with any entity because it did not institute any for which no payment has been made. The assertion that the PMC Comptroller confirmed the existence of contract with Jungle Water Group of Investment in which the PMC is a party is false and misleading, anybody challenging this can produce such document.*

### **Auditor General's Position**

1.7.1.4.19 The Nimba County Legislative Caucus request to Superintendent Dagadu and the Project Specialist violated the budget law of 2012/2013 in that there was no evidence of a County Council Resolution as required by section 9(g) of the 2012/2013 budget law. The President/CEO of Jungle Water Group of Investment indicated in a communication dated 30 November 2012 that his company submitted a Bill of Quantity for works being done on the Nimba County Sports Stadium in Sanniquelle at the Superintendent's Office **See Exhibit B-3**

1.7.1.4.20 Although, there was no evidence of payment being made on the project, the transaction violated the laws of Liberia; therefore, we maintain our position.

### **1.7.1.5 Unsupported Payment to NCCC**

#### **Observation**

1.7.1.5.1 According to count 8.2.1 of the April 2011 Revised Edition of the Project Guidelines, all disbursements of funds should require the approval of the County Development Management Committee (CDMC).

1.7.1.5.2 Section 8.2.2 of the Guidelines also indicated that the PIU is required to submit payment requests to the CDMC for approval with the necessary supporting documents, directly associated with the budget approved by the DFC for the project.

1.7.1.5.3 However, there was no evidence to indicate that US\$252,000.00 transferred to the Nimba County Community College (NCCC) was consistent with count 8.2.1 of the April 2011 Revised Edition of the Project Guidelines. In addition, the CDMC's decision to transfer said amount to the NCCC was not reflected in the County Council Resolution that was made available to the audit team.

1.7.1.5.4 A communication dated 11 October 2013, was submitted to the College Administration to confirm receipt of the US\$252,000.00 but up to the compilation of this report, there was no response. (**See Table 5**)

**Table 5: Schedule of Payments to NCCC**

<b>Booking Date</b>	<b>Description</b>	<b>Ref</b>	<b>Value Date</b>	<b>Amount Paid</b>
11-Jun-12	CK #3585 3RECD FRM CLRG	2.18E+13	11-Jun-12	USD252,000.00

#### **Risk**

1.7.1.5.5 Failure for the CDMC and PMC to adhere to the provisions as contained in the Project Guidelines could lead to the misapplication of the fund.

#### **Recommendation**

1.7.1.5.6 The former Superintendent, Christiana Dagadu, PMC Chairman, Clinton G. Layweh should be held accountable for the violation of Section 8.2.2 of the project Guidelines



### **Management's Response**

- 1.7.1.5.7 *The payment of US\$192,776.00 to the Nimba County Community College was the first contribution to this institution during our ascendancy and was as a result of a unanimous decision taken by the stakeholders of the county assembled. The historicity of this payment dates back to the second half of 2011 when we took over and saw a request from the college seeking for financial assistance. Stakeholders' meetings were held that led to consideration assistance package to the college. Since this package was mostly directed toward institutional support, it was required that a proposals detailing plans for the usage of the funds be prepared and submitted to the PIU as justification and part of the basis for payment to the college. This was done upon which the necessary documentation were made and payment done. In actual fact, the amount of US\$200,000.00 was approved but US\$192,776.00 was paid with the balance of US\$7,224.00 due pending submission of report of payment. Proposal from the college is available for your perusal along with minutes of meetings held, financial payment requests, etc.*
- 1.7.1.5.8 *The second payment – the second payment of US\$252,000.00 was made under extreme pressure when a crisis situation erupted that threatened sub-regional and ultimately national security, thus promoting an emergency decision where the President, H.E Ellen Johnson-Sirleaf instructed the above payment thru the Nimba County Caucus, Ministry of Internal Affairs, the county Superintendent, to the college. Most aspects of these instructions were verbal, but the relevant Administration mentioned are available for contacts and verification. However, documents for payment are available for your review.*

### **Auditor General's Position**

- 1.7.1.5.9 Management did not provide evidence to indicate that the payments were supported. Furthermore, a verbal request is not a basis for the disbursement of the SDF. Therefore, we maintain our recommendation.
- 1.7.1.6 **Repeated Payment Voucher Number**
- 1.7.1.6.1 Section P 9(1) of the PFM Act of 2009 Regulation states that, "All disbursements or payments of public monies shall be properly supported by pre-numbered payment vouchers. (2) Payments except for statutory transfers and debt service shall be supported by invoices, bills and other documents in addition to the payment vouchers."
- 1.7.1.6.2 Section P 9(3) of the PFM Act states that, "All payment vouchers shall be typewritten or made out in ink or ball point pen and shall contain or have attached particulars of the services, goods or works procured including dates, numbers, rates so that they can be checked without references to any other document."
- 1.7.1.6.3 Contrary to the above provisions, it was observed that coding on twelve (12) copies of the payment vouchers were duplicated as payment vouchers were sighted with the same

numbers but varying dates, transactions and amounts. The payments with repeated voucher number amounted to US\$5,188.00. **See table 6 below**

**Table 6: Schedule of Repeated Payment Vouchers**

Date	Requester	Payee	Description	Voucher	CK#	AMT(US)
Feb.17,2013	N/A	Naya Tokpa	DSA for two night to do road assessment and validation	217	25127	70.00
Feb. 18,2013	N/A	Mishell B. Wehyepay	Payment for work done on / using chainsaw	211	25121	325.00
20-Mar-13	N/A	Joseph D. Torlon	DSA for three nights to do road assessment and validation	233	25144	150.00
20-Mar-13	N/A	Joseph Willie	DSA three nights to facilitate assessment and validation	234	25145	105.00
March 21,2013	N/A	Bob Kartoe	Payment for monthly vehicle maintenance	238	25149	300.00
March 21,2013	N/A	Bob Kartoe	Petty cash payment for March	239	25150	500.00
April 29,2013	N/A	Peterson G.N. Walker	Petty cash replenishing for may	211	6541	500.00
9-May-13	N/A	Naya Inc.	Cost for monthly communication	217	6547	420.00
29-May-13	N/A	Super Petroleum	Purchase of petroleum	233	6563	947.00
29-May-13	N/A	Naya Inc.	Purchase of monthly communication and internet	234	6564	420.00
May 30,2013	N/A	Family Paradise	Cost for drink and food for stakeholders	239	6569	138.00
30-May-13	N/A	Peterson G.N. Walker	Cost of under write cost of daily substance	238	6568	1,313.00
<b>Total</b>						<b>USD5,188.00</b>

### **Risk**

- 1.7.1.6.4 Duplication of payment vouchers could undermine accountability and transparency in the receipt and disbursement of public funds. Duplication of payment vouchers could also promote fraudulent activities in the administration of the county funds.

### **Recommendation**

- 1.7.1.6.5 The CDMC and PMC should ensure compliance with the dictates of the PFM Regulation by ensuring that disbursements or payments of public moneys are properly supported by pre-numbered payment vouchers.



- 1.7.1.6.6 The Nimba County Administration should investigate the voucher duplication issue and institute corrective measures to prevent re-occurrence.

#### **Management's Response**

- 1.7.1.6.7 *The inconsistent voucher numbering as discovered is an error on the part of the printing press that printed the vouchers in question which we believe was not deliberate but inadvertent. Immediate steps will be taken to correct the situation.*

#### **Auditor General's Position**

- 1.7.1.6.8 We acknowledge your acceptance of our recommendation and measures with which you have indicated you would address the issue raised. We will validate management's claims during the next audit of the County Administration.

#### **1.7.1.7 Third Party Payment**

##### **Observation**

- 1.7.1.7.1 Rule 23 of the Financial Rule states that, "Payment for goods and services provided/rendered shall be made only to the vendor /service provider. No payment shall be made to third party."
- 1.7.1.7.2 Also, B. 28 of the PFM Regulation states that, "A payment shall be made only to the person or persons named on the payment voucher or to their representatives duly and legally authorized in writing to receive the payment".
- 1.7.1.7.3 It is also required by count Six (6) of the Auditing and Assurance Standards(AAS) that auditors reasonably satisfy that functions are segregated on the authorization of the transactions and execution, maintenance of the records and documents.
- 1.7.1.7.4 From the analysis of Twenty-Eight (28) of the payment vouchers availed for audit, it was observed that series of payments amounting to Eighty three thousand, forty seven United States Dollars (US\$83,047.00) intended for the purchase of goods and services were made in the name of the former Finance Officer, Princess Goanue instead of the service providers.
- 1.7.1.7.5 There were no evidence of acquittal sheets and other supporting documents to substantiate that the monies paid to the former Finance officer were received by the intended beneficiaries.
- 1.7.1.7.6 Furthermore, we observed that there were control weaknesses over the authorization of payments as the former the Finance Officer became the requester and payee of the US\$83,047.00. This practice contravened Section B.28 of the PFM Regulation and Rule 23 of the Financial Rules. **Annexure 4**

1.7.1.7.7 The US\$83,047.00 issued in favor of former Finance Officer, Princess Gaonue of the PIU, was verified on the bank statement of the Nimba County Social Development Fund Account obtained from LBDI.

### **Risk**

1.7.1.7.8 Failure to adhere to Section B.28 of the PFM Regulation, Rule 23 of the Financial Rules and Count Six (6) of the Auditing and Assurance Standards (AAS) could deny assurance that the US\$83,047.00 was received by the intended beneficiaries.

1.7.1.7.9 The absence of adequate controls over the processing and execution of transactions could lead to the lack of accountability of public funds.

1.7.1.7.10 Making payments to third parties instead of the service providers could lead to misapplication of entrusted fund and deny targeted beneficiaries' access.

### **Recommendation**

1.7.1.7.11 The Ministry of Internal Affairs should ensure that the County Superintendent formulates an internal control policy over financial management and reporting to guarantee that the SDF is properly accounted for and managed.

1.7.1.7.12 The former Superintendent, Christiana D. Dagadu, PMC Chairman, Clinton G. Layweh and former PIU Finance Officer, Princess Goanue should be made to account for the total of US\$83,047.00 paid to princess Goanue.

### **Management's Response**

1.7.1.7.13 *When the PIU initially took over in late 2011, the Finance officer expressed difficulty with vendor taking check for purchase of goods and thus impressed on the County leadership to write some checks in such category in her name in the meantime. Her reason was that most vendors refused to accept check from the PIU for fact that according to her the PIU team was not known and given the controversy surrounding the funds as inherited by the PIU at the time, vendors were skeptical to accept check from the fund.*

1.7.1.7.14 *As time went by and confidence gradually built with vendors, we requested a change in this modus operandi, among other operational procedure that to date, has become standard of operation for the PIU and or PMC. (Communication in reference to this situation are available for review as required. However, despite checks written in her name, there are acquittal documents provided and available to substantiate payments to vendors and entities for goods and services provided. Box files are also available as earlier turned over to the audit team.*

### **Auditor General's Position**

1.7.1.7.15 Reasons provided by the PMC relative to the payment of US\$83,047.00 in the name of the former PIU Finance officer, Princess Goanue, does not materially justify the PIU's

decision to make payments intended for vendors to an employee. In addition, we were not provided appropriate audit evidence to acquit the transactions. We therefore, maintain our recommendations.

#### **1.7.1.8 Contract Awarded to Unqualified Bidder**

##### **Observation**

1.7.1.8.1 Section 32(1) of the PPC Act, 2010 Amendment under the caption 'qualification of bidders' states that, "In order to participate in procurement proceeding, a bidder must qualify by meeting the criteria set by the procuring entity, which will normally include evidence of:

- Professional and technical qualification;
- Equipment availability, where applicable;
- Past performance;
- After –sales service, where applicable;
- Spare parts availability;
- Legal capacity;
- Financial resources and condition;
- Verification by the internal revenue authority of payment of taxes and social security contributions when due. "

1.7.1.8.2 Contrary to the above mentioned provision, it was observed that the PMC awarded a contract valued at US\$26,282.25 to the New Liberia Engineering and Construction Company for the construction of the Gbahn Town Guest House after the contractor was disqualified by the Bid Evaluation Panel.

1.7.1.8.3 From review of the documents availed for audit, we noted that the contractor was disqualified due to his failure to meet the PPC requirement as the contractor failed to submit a tax clearance, record of past performance, Ministry of Public Works certificate and financial guarantee for review by the panel.

1.7.1.8.4 As evidenced by the Bid Evaluation Panel's report, the contractor was not shortlisted as winner of any of the contracts due to its inability to meet the requirement set forth in the PPC Act. **Exhibit C.**

##### **Risk**

1.7.1.8.5 Non-adherence to Section 32(1) of the PPC Act, 2010 Amendment and other existing laws in the procurement of goods, services and works could lead to the awarding of contracts to entities that lack professional and technical capacity to implement contracts awarded them.

1.7.1.8.6 Non-adherence to Section 32(1) of the PPC Act, 2010 Amendment and other existing laws in the procurement of goods and services could undermine value for money and could

lead to conflict of interest as contracts could be awarded on the basis of personal and business relationship.

- 1.7.1.8.7 The GOL could be denied of needed revenue as contract could be awarded to entities that are not in compliance with the revenue code of Liberia.

#### **Recommendation**

- 1.7.1.8.8 The Ministry of Internal Affairs should ensure that the County Administration adheres to Section 32(1) of the PPC Act.
- 1.7.1.8.9 The former Superintendent, Christiana D. Dagadu and PMC Chairman Clinton G. Layweh should be held liable for violating Section 32(1) of the PPC Act, 2010 Amendment for awarding the New Liberia Engineering and Construction Company the contract when the contractor did not meet the requirements as set forth in the PPC Act.

#### **Management's Response**

- 1.7.1.8.10 *New Liberia Engineering and Construction company dully participated in the bidding process ; the company submitted flag receipt of those documents that were denied by the bid Evaluation panel on grounds that the company was to submit the actual certificates not receipts. This was a controversy that led the Procurement Committee to have a conference with those companies involved. Out of the four companies involved, New Liberia Engineering and Construction Company at the time of the conference presented the actual certificates and flag receipts to the committee.*
- 1.7.1.8.11 *In view of the above, the procurement Committee out of no favoritism and special interest decided to award the contract. This decision does not contravene the PPC Act of 2005, but to enhance the nation's developmental agenda. However, adherence to PPC Act and Public Financial regulations is the concern of the PMC during the discharge of our duties and responsibilities.*

#### **Auditor General's Position**

- 1.7.1.8.12 There was no material evidence provided to justify that the findings/decisions of the Bid Evaluation Panel (BEP) was reversed by the Procurement Committee. Therefore, we maintain our recommendations.

#### **1.7.1.9 Contracts Awarded Without Bid**

- 1.7.1.9.1 Section 48(1) of the PPC Act of 2010 requires that, "Except as provided in Subsection (2) of this Section, in procurement proceedings in which the procuring entity decides that only domestics suppliers or contractors are likely to be interested in submitting bids, the procuring entity shall employ national open competitive bidding procedures for procurement in which the estimated contract price of the procurement does not exceed the ceiling threshold applicable to national competitive bidding."

1.7.1.9.2 Contrary to the above provision, the PMC raised and issued check #35913 dated 12 October 2012, in the amount of US\$71,799.21.00 to the Jungle Water Group of Investment as a reimbursement for the pre-finance of Nimba County's participation in the 2010/2011 National County Sports Meet.

1.7.1.9.3 It was further observed that the PMC raised and issued an undated check # 03694 in the amount of US\$90,000.00 to the Jungle Water Group of Investment for the purported pre-finance of Nimba County Participation in the 2012/2013 National County Sports Meet.

1.7.1.9.4 The US\$90,000.00 paid was part-payment against the total of US\$103,694.44, reportedly used by Tomah S. Floyd, owner of the Jungle Water Group of Investment and Chairman of the Nimba County Sports Steering Committee to sponsor the county's teams.

1.7.1.9.5 The monies were paid without evidence to indicate that a competitive bidding process was carried out and that a written contract was entered into between the PMC and the Jungle Water Group of Investment. The Audit Team was informed that the contract to pre-finance the county's participations in the 2010/2011, 2011/2012 and 2012/2013 County Sports Meets was consummated on the basis of verbal agreements between the PMC and Tomah S. Floyd, owner of the Jungle Water Group of Investment. **Exhibit D1-D6**

**Table 7: Schedule of payments to Jungle Water Group of Investment**

Fiscal Period	Date of Payment	Payee	Voucher	Check #	Amount(US)
2010/2011 &2011/2012	12-Oct-12	Jungle Water Group of Investment	156	35913	71,799.21
2012/2013	9-Oct-13	Jungle Water Group of Investment	321	3694	90,000.00
<b>Total</b>					<b>USD161,799.21</b>

### **Risk**

1.7.1.9.6 The awarding of contract without bidding process undermines the intent of the PCC Act and value for money.

1.7.1.9.7 Absence of a written contract agreement and detailed project proposals could make it difficult to monitor the progress of the project/program to determine value for money in the execution of the project.

### **Recommendation**

1.7.1.9.8 The DFC should ensure that all projects are approved only upon the presentation of a comprehensive project proposal.

1.7.1.9.9 The CDMC and PMC should be held for the violation of Section 48(1) of the PPC Act.

### **Management's Response**

- 1.7.1.9.10 *The current PMC is cognizant of the sanctity of adherence to PPC Act and the project Guideline for SDF/CDF expenditures. However, these payments were accrued from previous management of these funds. Earlier, stakeholders of Nimba County saw the relevance to the nation peace building process through sports and therefore, requested the Jungle Water Group of Investment Inc.(JWGI) to pre-finance the National County Sports Meet due to the delay by Central Government to sponsor and or remit the County Social Development fund which portion could be available to sponsor said activities.*
- 1.7.1.9.11 *Notwithstanding, due diligence were employed to ascertain the reliance and correctness of Jungle Water Group of Investment Inc. expenditures report ;after communication of request were made to the PMC by the Nimba County Legislative Caucus through the office of the Superintendent for payments . Additionally, PMC received bills with details expenditure reports attached at the time which validated and necessitated these payments. The expenditure reports and authorization from stakeholders serve as material evidence to justify payments of US\$75,399.21 and US\$90,000 to this entity since they were accrued expenditures. See reports, payment request and payment vouchers.*
- 1.7.1.9.12 *Stated otherwise, amounts paid to Jungle Water Group of Investment, Inc were reimbursement for pre-financing the county team to participate in the National County Meet. Payments were made based on reports and request , some of which came years before our ascendancy , from JWGI thru the county sports steering committee to the county leadership who instructed and or authorized said payments. The PMC acted on said authorization or instruction, but did not enter into any direct negotiation which led to the agreement with JWGI. Payment documents are also available and clear.*

### **Auditor General's Position**

- 1.7.1.9.13 Public spending as required by the PFM Act of 2009 and PPC Act of 2005 and 2010 Amendment should be accompanied by substantive authority and substantiated by the requisite supporting documents such as a written contract that serves as legal basis for said agreement(s). Therefore, any payments made outside of such framework are unlawful. As a consequence, we maintain our recommendations.

#### **1.7.1.10 Scholarship Awarded Without Policy**

### **Observation**

- 1.7.1.10.1 Conventionally, scholarship providers formulate policy that contain requirements and set criteria that qualify would-be beneficiaries for the scholarship scheme.
- 1.7.1.10.2 On the contrary, the PMC awarded scholarships in the amount of US\$154,759.92 without a policy. The monies were disbursed to various academic institutions as the County Social Development Fund's contributions to the scholarship programs without an approved

policy to determine whether individuals awarded the scholarships were qualified.

## **Annexure 5**

### **Risk**

- 1.7.1.10.3 The absence of a policy on scholarship could lead to discretionary measures regarding the selection of scholarship beneficiaries thus denying qualified and most needed candidates the opportunity.

### **Recommendation**

- 1.7.1.10.4 The County Superintendent and PMC Chairman, Clinton G. Layweh should ensure that a policy on the scholarship is formulated to serve as control measure to guide the selection process.

### **Management's Response**

- 1.7.1.10.5 *The Nimba County social development scholarship has policy guideline in which criteria for selection are enshrined. the policy was just recently revised by the County and District shareholders at the last county council where it was mandated that the scholarship program be decentralized into the districts. Unfortunately, this was not flagged as part of the issue during your audit mission to Nimba County. See attached of the Scholarship policy guideline as submitted early to the audit team.*
- 1.7.1.10.6 *However, it was also unfortunate to refer to the withdrawals of funds to award and payments to scholarships as " unsubstantiated withdrawals" when the entire listing of students , bill and receipt from the various universities/colleges were made available and attached to each payment voucher to support the payment of those amounts. Furthermore, justification to the payment on scholarship were made available to the audit team earlier and attached to each payment to particular university in payment voucher disclosed to the audit team.*

### **Auditor General's Position**

- 1.7.1.10.7 Conventionally, it is required that policy intended to govern or guide the awarding of scholarships is formulated by a constituted body comprising of individuals from diverse professional backgrounds. The purported policy submitted to us for review was signed by a single person who proxied for the Chairperson on Scholarships.
- 1.7.1.10.8 There was no indication that the purported policy was signed by members of a committee and approved by the benefactor. Therefore, we maintain our recommendation.
- 1.7.1.11 **Unsupported Withdrawals**
- 1.7.1.11.1 According to count 8.2.1 of the project guidelines, all disbursement of fund should require the approval of the County Development Management Committee (CDMC). Approval is provided in the form of signatures of payment vouchers. The project implementation Unit is required to submit payment request to the CDMC for approval with the necessary



supporting documents directly associated with the budget approved by the DFC for the project.

1.7.1.11.2 Contrary to the above, series of disbursements amounting to US\$1,114,663.60 were made from the SDF account at the Liberia Bank for Development and Investment without payment vouchers and other relevant supporting documents. There was no material evidence provided to support the withdrawals.

1.7.1.11.3 We observed during our review of the LBDI Bank statement on 21 July 2011, US\$1,066,363.60 was withdrawn during the administration of Madam Gongloe-Weh and US\$48,300.00 during the administration of Madam Dagadu. On 21 October, 2014, the Acting Deputy Minister for Administration, Momolu S. Johnson confirmed to the GAC that Madam Edith Gongloe-Weh was relieved of her position as superintendent of Nimba County on 1 August 2011 and Madam Christiana Dagadu was appointed on 1 August 2011. **See table 8 below** for payment without supporting documentation.

**Table 8: Schedule of Payments without Supporting Documents**

Book Date	Check #	Description	Amount(USD)
		<b>Former Superintendent, Edith Gongloe-Weh</b>	
21-July-2011	N/A	LBDI outwards Transfer	<b>1,066,363.60</b>
		<b>Former Superintendent, Christiana Dagadu</b>	
20-Aug-11	132104	Check withdrawals	23,300
		<b>Michael M. Wiles</b>	
August 9,2011	6522	Check withdrawals	15,000.00
		<b>Morris Paye</b>	
August 9,2011	6523	Check withdrawals	10,000.00
<b>Grand total</b>			<b>USD1,114,663.60</b>

1.7.1.11.4 Additionally, on 10 November 2014, we communicated with LBDI requesting returned checks of US\$48,300.00 and documents relating to the outward transfer of US\$1,066,363.60. On 21 November 2014, LBDI sent return checks #6523 made in the name of Morris Paye in the amount of US\$10,000.00 and #2522 made in the name of Michael M. Wiles in the amount of US\$15,000.00 for purported payments of arrears. We have no document in support of the transactions. **See exhibit D7.** Therefore we have requested Morris Paye and Michael M. Wiles to account for the amounts respectively. The Management of LBDI did not provide any information on the US\$1,066,363.60 and US\$23,300.00.

### **Risk**

1.7.1.11.5 Unsubstantiated withdrawals could lead to the misapplication of Public Funds and fraudulent expenditure.



### **Recommendation**

- 1.7.1.11.6 The former Superintendent, Edith Gongloe-Weh, PMC Chairman, Patrick Luogon Lah, PMC Treasurer, and Shirley Browne should be made to account for the unsupported withdrawals of the US\$1,066,363.60 from the SDF Bank Account.
- 1.7.1.11.7 The former Superintendent, Christiana Dagadu, PMC Chairman, Patrick Luogon Lah, PMC Treasurer, Shirley Browne should be made to account for the unsupported withdrawals of the US\$23,300.00 from the SDF Bank Account.
- 1.7.1.11.8 Mr. Morris Paye and Mr. Michael M. Wilies should account for the US\$10,000.00 and US\$15,000.00 of unsupported withdrawals respectively.

### **Management's Response**

- 1.7.1.11.9 *As indicated over and over again, these payments amounting to US\$1,114,663.00 were made before our taking over of the PIU (or PMC). All efforts made to get report from past implementers proved futile up to date, and it is only those who were in charge at the time can provide the supporting document. It is in our financial reports that these payments are not documented by the PIU/PMC. They appear on the bank statement of the present audit period but in actuality these payments were transacted during the tenure of our predecessors. The records are also clear on this. In view of the above, it would have been expedient to make the necessary research to obtain the audit reports covering predecessors, operation which would have provided more clarity on where our predecessors ended operations and where we began. This would have been and is still necessary to understand the basis and purpose of these payment in order to give you knowledge as to the beginning of our operations as related to outstanding or un-presented check from the bank statement only; it is rather prudent to probe backward so as to link to the present while moving forward.*

### **Auditor General's Position**

- 1.7.1.11.10 The law requires that all payments be supported by the appropriate relevant documentation. Anyone who expends public money without the relevant documentation is held accountable. Besides, a confirmation letter from the Ministry of Internal Affairs proofed that the amount in question was withdrawn from the SDF Accounts during the latter part of the Edith Gongloe-Weh administration and the beginning of the Madam Dagadu Administration. Therefore, we maintain our recommendation.

### **1.7.1.12 Projects Implemented Without Resolution**

#### **Observation**

- 1.7.1.12.1 Section 8 & 9 of the Budget Laws for fiscal periods 2011/2012 and 2012/2013 state that, "Access to the county and social development funds shall be based on resolution of each county council, request allotments against the amount appropriated in this budget as county and social development for each county, taking into account the

time of each year that is most conducive for execution of rural development activities in Liberia.”

1.7.1.12.2 Count 2.1.2 of the Project Guidelines states that, “The selection of projects to be implemented should reflect a broad-based participation of the grassroots including youth and women groups as well as interest groups.”

1.7.1.12.3 Contrary to the above provisions, eight (8) of the ten (10) projects implemented by the PMC could not be traced to the resolutions derived by the County Council for the periods under review. The eight projects including two (2) programs were valued at US\$575,262.44. **See Table 9 below:**

**TABLE 9: Schedule of Infrastructural Projects**

No.	District/Town/City	Project Title	Project Cost(USD)
1	Bololewee	Elementary and Junior High School	28,114.04
2	Gbahn Town	Guest House	26,282.35
3	Lugbeyee Town	Elementary and Junior High School	45,741.12
4	Duo Town	Guest House	26,662.86
5	Bunadin Town	Guest House	26,662.86
6	Sanniqueille	Modernization of the Sanniqueille Sports Stadium	260,000.00
<b>Sub total</b>			<b>USD413,463.23</b>
7	Nimba County participation 2011/2012	71,799.21	71,799.21
8	Nimba County participation 2012/2013	103,694.44	90,000.00
<b>Sub total</b>		<b>175,493.65</b>	<b>USD161,799.21</b>
<b>Grand total</b>		<b>175,493.65</b>	<b>575,262.44</b>

1.7.1.12.4 Also, there was no documents submitted to determine whether the selection of the project sites were done on the basis of the needs assessments conducted by the PIU under the supervision of the CDMC.

### **Risk**

1.7.1.12.5 The non-inclusion of the County Council in the selection of the projects could lead to project being implemented on a discretionary basis thus denying the citizens the needed benefits of the funds.

### **Recommendation**

1.7.1.12.6 The former Superintendent, Christiana D. Dagadu and PMC Chairman, Clinton Layweh should be held for breaching the Budget Law and Project Guidelines as the projects did not go through a County Council Resolution.

1.7.1.12.7 The PMC should ensure that there is a broad-based participation in the selection of projects undertaken in targeted communities.

### **Management's Response**

1.7.1.12.8 *In addition to response number one above, the referenced projects came about under the fiscal year 2011/2012 budget at which time the DFC guidelines were in full force and not the budget Law which requires County Council Resolution . Resolution in your possession response captured projects and activities for specific fiscal period 2012/2013 which fall within the parameter of the budget Law . As intimated in our earlier response (response no 1 above), all necessary document as required were met.*

### **Auditor General's Position**

1.7.1.12.9 The issue of soliciting the participation of the local communities through a resolution in the selection process of projects to be implemented by the County Administration is promulgated by both the Budget law and Project Guidelines. As such, management's assertion that the Budget Laws were not in use at the time is inaccurate.

1.7.1.12.10 Also, Count 2.1.2 of the Project Guidelines encouraged broad-based participation in the selection of projects and there was no evidence that the selection of projects met such requirements. Moreover, projects undertaken could not be traced to resolutions availed for audit. Therefore, we maintain our recommendations.

### **1.7.1.13 Contract Analysis**

#### **Bololewee School Project**

#### **Observation**

1.7.1.13.1 On 10 July 2013, Nimba County, represented by its former Superintendent, Christiana D. Dagadu, entered into a contractual agreement with the Origin Construction Company, represented by its Manager, Baimbakai S. Massaquoi for the construction of the Bololewee Elementary and Junior High School, located in Bololewee Town, Yarmein Administrative District.

1.7.1.13.2 According to the terms and condition of the contract, the scope of work constituted physical construction in accordance with the job specification approved by the owner as enshrined in the Bill of Quantities (BOQ).

1.7.1.13.3 It was mutually accepted that the contract would be awarded at a total cost of US\$28,114.04. However, our analysis of the term of the contract revealed a total contract cost US\$27,305.90 thus resulting to a variance of US\$808.14. **Exhibit E.**

1.7.1.13.4 The contract further indicated the following:

- First payment of Forty five (45) percent which constitutes US\$12,651.32 to be paid to the contractor following the pre-finance of construction work up to 30 percent by the contractor.
- Second Payment of Thirty (30) percent (US\$8,434.21)
- Third Payment of Fifteen (15) percent (US\$4,217.11)
- Final payment Ten (10) percent (US\$2,811.40)

1.7.1.13.5 There were no documents provided to verify actual payments on the project although the Development Engineer, Joseph Torlon, informed the Audit Team that partial payments were made on the Bololewee Elementary and Junior High School Project.

### **Project Status**

1.7.1.13.6 The duration of the contract was for a period of three (3) months as of the signing date of the contract. In keeping with the contract documents, the project was to be completed 10 October 2013. During the inspection on 8 October 2013, it was observed that construction activities at the project site were at a standstill thus breaching the terms and condition of the contractual agreement. The PMC did not provide circumstances that caused the setback in completing the project. See photo depicting status of project.



**Bololewee Elementary and Junior High School Project @ CostUS\$28,114.04**

### **Lugbeyee School Project**

1.7.1.13.7 On 10 July 2013, Nimba County Administration, represented by its former Superintendent, Christiana Duo Dagadu, entered into a contractual agreement with the West African Investment Company, represented by its Chief Executive Officer (CEO),



Pash Johnson, for the construction of the Lugbeyee Elementary & Junior High School, located in Lugbeyee Town, Yarmein Administrative District.

1.7.1.13.8 According to the contract, the scope of work constituted physical construction in accordance with the job specification approved by the owner as enshrined in the Bill of Quantities (BOQ). The duration of the contract was for a period of three (3) months, commencing from the date of signing.

1.7.1.13.9 As per the contract, it was mutually agreed and understood that the contract be awarded at the sum of US\$45,741.12 **Exhibit F.**

1.7.1.13.10 According to the contract, payments were to be made as follows;

- First payment of Forty-Five (45) percent (US\$20,583.50)
- Second payment of Thirty(30) percent (US\$13,722.34)
- Third Payment of Fifteen (15 )percent (US\$6,861.17)
- Final Payment of Ten(10) (US\$4,574.11)

1.7.1.13.11 The Audit Team was informed that payments were made on the project. However, there were no documents submitted to verify payments on the Lugbeyee Elementary and Junior High School Project.

### **Project Status**

1.7.1.13.12 The duration of the contract was for a period of three (3) months commencing from the date of signing. Indicative of the contract document, the project was to be completed on 10 October 2013. The project was inspected on 8 October 2013. During the inspection exercise, it was observed that construction activities at the project site were on-going, thus breaching the terms and conditions of the contract. The PMC could not provide justifiable reason(s) that resulted to the delay in the completion of the project. **See photo depicting status of project.**



**Lugbeyee Town Elementary and Junior High School Project @ Cost US\$45,741.12**

1.7.1.13.13 No assessment reports were available for the Bololewee and Lugbeyee Elementary and Junior High School projects. There was no performance bond indicated in the contract to ensure that the contractor implement the contract in keeping with the terms and condition of the contract.

1.7.1.13.14 In the absence of assessment reports, we cannot provide assurance that the projects were undertaken in accordance with the specification, terms and conditions of the contract.

### **Risk**

1.7.1.13.15 Projects not being implemented within the timeframe indicated in a contractual agreement could delay and or deny citizens of Nimba County developmental activities and create loss opportunity cost for the Liberian Government.

1.7.1.13.16 The absence of provisions for a performance bond could undermine accountability and development projects in the even the contractor failed to deliver on time.

### **Recommendation**

1.7.1.13.17 The former Superintendent, Christiana D. Dagadu and PMC Chairman, Clinton G. Layweh, should provide material evidence to justify the variance of US\$808.14 noted between the payment schedule and total cost of contract for the construction of the Bololewee Elementary and Junior High School.

1.7.1.13.18 All contracts should include a clearly defined performance bond and remedial actions to include estimated penalties for lack of completion of the project on time.

1.7.1.13.19 Particular attention should be paid to the professional and technical qualifications, demonstrable past performance and financial strength and condition of the companies seeking to implement project funded under the SDF.

1.7.1.13.20 The former Superintendent, Christiana D. Dagadu and PMC Chairman, Clinton G. Layweh, provide substantive justification as to why the projects have not been completed.

1.7.1.13.21 The former Superintendent, Christiana D. Dagadu and PMC Chairman, Clinton G. Layweh, provide all financial documents related to payments made on the Bololewee and Lugbeyee School Projects.

1.7.1.13.22 The contractors should be turned over to the Ministry of Justice for defaulting on the contract.

### **Bunadin Guest House Project**

1.7.1.13.23 On 21 June 2013, Nimba County Administration, represented by its former Superintendent, Christiana Duo Dagadu, entered into a contractual agreement with Jireh

Construction Expertise Incorporated, represented by its General Manager, Gabriel Gaigaie for the construction of the Bunadin Guest House located in Bunadin Town. The scope of the work according to the contract, constituted physical construction in accordance with the job specification and approved by the owner as enshrined in the Bill of Quantities (BOQ) which formed part of the contract. The duration of the contract was for a period of three (3) months effective the date of signing. This implied that the project should have been completed on 21 September 2013.

1.7.1.13.24 It was mutually agreed that the contract be awarded at a total amount of US\$26,662.86. However, from further analysis of the contract agreement, the contract was awarded at the total cost of US\$27,451.01 as demonstrated by the payment schedule below which showed a variance of US\$788.15 **Exhibit G.**

1.7.1.13.25 According to the contract, payment should be made as follows:

- First payment Forty-five (45) percent (US\$11,998.29)
- Second payment Thirty(30) percent (US\$8,434.21)
- Third Payment Fifteen (15) percent (US\$4,217.11)
- Final Payment Ten (10) (US\$2,811.40)

1.7.1.13.26 During the inspection exercise of the project, the Development Engineer, Joseph Torlon, informed the auditors that full payment was made on the project except the ten (10) percent retention which would have been paid following the elapse of forty five (45) days warranty period. However, documents provided were insufficient to verify the actual payments made on the project. An LBDI returned check #6971 dated August 1, 2013 in the amount of US\$11,998.29 was raised and issued to the Jireh Construction Expertise Incorporated as partial payment against the contract sum of US\$26,662.86. **Exhibit H1-H2.**

### **Project Status**

1.7.1.13.27 The project was to be completed on 10 October 2013. The project was inspected on 13 December 2013. During a physical verification of the project, it was observed that the project appeared completed. **See Photograph below.**



**Bunadin Town Guest House Project for which US\$ US\$27,451.01 was spent**

### **Duo Guest House Project**

1.7.1.13.28 On 21 June 2013, Nimba County Administration, represented by its former Superintendent, Christiana Duo Dagadu, entered into a contractual agreement with the Jireh Construction Expertise Incorporated, represented by its General Manager, Gabriel Gaigaie, for the construction of the Duo Guest House located in Duo Town, Meinpea-Mah Administrative District.

1.7.1.13.29 The scope of work, according to the contract, constituted physical construction in accordance with the job specification approved by the owner as enshrined in the Bill of Quantities (BOQ). The duration of the contract was for a period of three (3) months. It was mutually agreed that the contract be awarded on a total cost of US\$26,662.87.

### **Exhibit I.**

1.7.1.13.30 According to the contract, payment should be made as follows:

- First payment Forty-Five(45) percent (US\$11,998.29)
- Second payment Thirty (30) percent (US\$7,998.86)
- Third Payment Fifteen (15) percent (US\$3,999.43)
- Final Payment Ten (10) (US\$2,666.29)

1.7.1.13.31 During our inspection exercise of the project, the Development Engineer, Joseph Torlon informed us that full payment was made on the project except ten (10) percent retention which would have been paid when forty-five day (45) warranty period elapsed.

1.7.1.13.32 The information provided by Joseph Torlon could not be independently verified due to the inability of the PMC to submit financial records reflecting full payments on the project. A returned check #6972 dated 1 August 2013 in the amount of US\$11,998.29, was raised and issued to the Jireh Construction Expertise Incorporated as part payment against the total contract sum of US\$26,662.87. **Exhibit J**



### **Project Status**

- 1.7.1.13.33 The project was to be completed on 21 September 2013. The project was inspected on 13 December 2013. During physical verification of the project, it was observed that project appeared completed. **See Photo**



**Duo Town Guest House Project for which US\$26,662.86 was spent**

- 1.7.1.13.34 Even though the project appeared completed, there were no assessment, progress reports, certificate of completion and engineer's evaluation reports on the quality of material used during the construction. There was no performance bond indicated in the contract to ensure that the contractor implement the contract in keeping with the terms and condition of the contract.

- 1.7.1.13.35 Therefore, we could not provide reasonable assurance that the Bunadin and Duo Guest House projects were done in accordance with their specifications and that value for money was achieved.

### **Risk**

- 1.7.1.13.36 The absence of an assessment report, certificate of completion and engineer evaluation report could deny value for money as the quality of material used could be inconsistent with the material identified in the project document.

### **Recommendation**

- 1.7.1.13.37 The PMC Chairman, Clinton G. Layweh and former Superintendent Christiana D. Dagadu, provide the monitoring report, certificate of completion, project assessment reports, and engineer report for the Duo and Bunadin Guest House Projects.

- 1.7.1.13.38 The former Superintendent Christiania Dagadu, PMC Chairman Clinton Layweh and PMC Comptroller Peterson Walker provide material evidence to justify the variance of

US\$798.15 noted between the total contract sum and payment term for Bunadin Guest House project.

### **Gbahn Guest House Project**

1.7.1.13.39 On 21 June 2013, the Nimba County Administration, represented by its former Superintendent, Christiana Duo Dagadu, entered into a contractual agreement with New Liberia Engineering and Construction Company, represented by its General Manager, Saye S. Mianah Sr., for the construction of the Gbahn Guest House, located in Gbahn Town, Lee-Wehyeepeea Administrative District.

1.7.1.13.40 According to the contract, the scope of work constituted physical construction in accordance with the job specification and approved by the owner as enshrined in the Bill of Quantities (BOQ). The duration of the contract was for a period of three (3) months commencing from the date of signing.

1.7.1.13.41 It was mutually agreed and understood that the contract herein awarded is based on a total amount of US\$26,282.36. **Exhibit K.**

1.7.1.13.42 According to the contract, payment should be made as follows:

- First payment Forty-five(45) percent (US\$11,827.06)
- Second payment Thirty (30) percent (US\$7,884.71)
- Third Payment fifteen (15) percent (US\$3,942.35)
- Fourth and Final Payment 10 percent(US\$2,628.24)

1.7.1.13.43 As indicated in the contractual agreement, the project was to be completed on September 21, 2013. However, during the inspection of the project on December 13, 2013, work on the project was at a standstill though the Nimba County Development Engineer; Joseph Torlon informed us that some payments were made on the project.

1.7.1.13.44 The documents provided were not sufficient to verify the actual payments made on the project. But an LBDI returned check #6963 dated July 23, 2013 in the amount US\$11,827.06 was raised and issued to the New Liberia Engineering and Construction Company as partial payment against the total contract sum of US\$26,282.35. **Exhibit L**

### **Project Status**

1.7.1.13.45 The project was to be completed on 21 September 2013. The project was inspected on 13 December 2013. The inspection exercise observed that the construction work on the project was at a standstill. **See Photograph below**



**Gbahn Town Guest House Project @ Cost US\$26,282.35**

1.7.1.13.46 No assessment report was availed for audit. In the absence of assessment report, we could not provide assurance that the project was undertaken in accordance with the specification, terms and conditions of the contract. There was no performance bond indicated in the contract to ensure that the contractor implemented the contract in keeping with the terms and condition of the contract.

### **Risk**

1.7.1.13.47 Projects not being implemented within the timeframe indicated in the contractual agreement could deny the citizens of Nimba County their developmental activities and create loss opportunity cost for the Liberia Government.

1.7.1.13.48 The absence of provisions for a performance bond could undermine public accountability and development projects in the event that the contractor failed to deliver on time. The failure of Administration to make available document(s) for full payment could leave doubt as to whether excess payment was not made on the project.

### **Recommendation**

1.7.1.13.49 All contracts should include clearly defined requirement of a performance bond by the contractor and remedial actions to include estimated penalties for failure to complete a project on time.

1.7.1.13.50 Particular attention should be paid to the professional and technical qualifications, demonstrable past performance, and financial strength and condition of the companies seeking to implement project funded under the SDF.

1.7.1.13.51 The former Superintendent, Christiana D. Dagadu and PMC Chairman, Clinton G. Layweh should provide all financial documents related to payments made on the Bunadin, Duo and Gbahn Guest House Projects.

### **Management's Response**

- 1.7.1.13.52 *One of the objectives of the PMC is to implement approved project(s) in a specified time frame. The projects in question underwent the due processes of PPCC and DFC project guideline before award. The processes which were concluded with the awarding of contracts to contractors started in mid-April 2013 and ended July 10, 2013 in the middle of the raining season. The relatively long time interval was also due to the huge bureaucracy surrounding procurement processes in the country.*
- 1.7.1.13.53 *Additionally, it is worth mentioning our commitment to the monitoring and evaluation of projects under the CDF& SDF. The process of CDF and SDF projects implementation is recorded and documented, and were even followed up on by the audit team while in Nimba. There are also supporting documentation to every payment against these contracts and projects listed by the auditors in the management letter. These documents include engineer assessment reports that substantiate quality of work done at particular phase to warrant payment. These conditions apply to all projects as outlined in each milestone of the contracts.*

### **Auditor General's Position**

- 1.7.1.13.54 There was no evidence found in the PMC's response submitted to the audit team to substantiate that a full payment was made on the projects. Also, there was no engineer's assessment report provided to the audit team to establish the quality of work done. As a consequence, we maintain our recommendations.

### **1.7.1.14 Failure to Maintain Fixed Asset Register**

#### **Observation**

- 1.7.1.14.1 Regulation V.1, PFM Regulations, states that, "The procurement, custody, disposal and management shall be governed by the General Services Agency Act, 1966. Subject to this sub regulation, the Head of a Government Agency shall be responsible for sub regulation (2) and (3) below and Regulations V.2 to V.5 below. The Head of Government Agency must take full responsibility of assets assigned to him by the General Services Agency and ensure that proper control systems exist for assets and that Preventive mechanisms are in place to eliminate theft, losses, wastage and misuse; and Inventory levels are at an optimum and economical level. The Head of Government Agency must ensure that processes (whether manual or electronic) and procedures are in place for the effective, efficient, economical and transparent use of the assets assigned to the institution."
- 1.7.1.14.2 The International Public Sector Accounting Standards (IPSAS) require that fixed Assets should be categorized. Also, safeguarding the assets of a public entity is an essential element of an entity's internal control. Management is required to institute requisite measures which should include but not limited to the maintenance of an appropriate fixed assets register and a policy on the disposal of the fixed assets.

1.7.1.14.3 Contrary to the above standards, it was observed that the County Administration did not maintain a fixed assets register (FAR) for the periods under audit.

1.7.1.14.4 Moreover, the County Administration did not have any policies on the maintenance and disposal of its assets. There was also no evidence to prove that the County Administration conducted a routine physical verification of its assets.

### **Risk**

1.7.1.14.5 In the absence of the FAR, the advisability of pursuing asset-related activities may not be determined. The non-existence of the FAR could lead to abuse and theft of assets.

1.7.1.14.6 In the absence of an established policy to safeguard the maintenance and disposition of the County's assets, the likelihood of the assets being abused or stolen without notice cannot be overemphasized.

### **Recommendation**

1.7.1.14.7 The PMC should compile and maintain an appropriate fixed asset register to ensure that public assets are adequately safeguarded and accurately reported.

1.7.1.14.8 The PMC should maintain a general fixed assets account group ledger and subsidiary ledger on all assets acquired by the County.

1.7.1.14.9 The PMC should carry out periodic physical verification of its assets to ensure that assets acquired and disposed of are duly accounted for and reflected on the PMC financial statements.

1.7.1.14.10 A policy on fixed assets disposal, consistent with the provisions of the PPC Act on asset disposal should be instituted by the PMC.

### **Management's Response**

1.7.1.14.11 *It is important to mention facts about an entity when the facts are there. The statement herein mentioned by the auditors about the fixed asset is very unfortunate and far from the reality. The foundation of every institution is assets and their usage and as such Nimba PMC has fixed asset listing and was submitted for audit review . It was not clear if the audit was also concentrated on the assets of Nimba County Administration and that the audit team was holding the PMC provide the listing of Nimba (MIA) asset as a whole . However, copy of the Fixed Assets listing for Nimba PMC is herewith attached.*

### **Auditor General's Position**

1.7.1.14.12 One of the objectives of the audit as contained in the engagement letter submitted to the County was to determine whether the county's assets were properly safeguarded and that the requisite internal control mechanism was being instituted to mitigate risk of abuse and misapplication.



1.7.1.14.13 Moreover, the one page-document submitted by the PMC does not meet the criteria of a fixed asset register as provided for under the PFM Law. It is instead, a mere list of items purportedly owned by the Nimba County Administration.

1.7.1.14.14 Assets mentioned lacked the necessary descriptions such as the code, color, cost, date of purchase and location of the asset thus leaving us in doubt as to the actual ownership. Therefore, we maintain our recommendations.

## **1.8 Part II- County Development Fund (CDF)**

### **1.8.1 Project Implementation**

#### **1.8.1.1 Project Implementation without Bid**

##### **Observation**

1.8.1.1.1 During the course of the audit, we noted that the PMC rolled over eighteen (18) projects to the fiscal years 2011/2012 and 2012/2013. **See Table 10 below**

**Table 10: Schedule of CDF Rolled-Over Projects**

<b>No</b>	<b>District</b>	<b>Project</b>	<b>Location</b>	<b>Current Status</b>
1	Gbehlay -Geh	Elementary school	Peelar	Completed
2	Twah River	Adm. Building	Garplay	Completed
3	Boe-Quilla	Elementary school	Sargargplay	Completed
4	Wee-Gbehti	Commissioner Residence	Gbeanqoui	Completed
5	Kparlee	Elementary school	Karnkpablee	Completed
6	Yarwin Mehnsonnoh	Clinic	Dahnpa	Completed
7	Yarwin Mehnsonnoh	Elementary school	Guitoin	Completed
8	Lee Wehpea	Clinic	Kpallah	Completed
9	Meinpea -Mah	Chief Compound	Duo	Completed
10	Bain -Garr	Elementary school	Mongbain	Completed
11	Sanniqueille Mah	hands Pump	Gblossonoh	Completed
12	Sanniqueille Mah	Delivery Home	Sehyikimpa	Completed
13	doe	Clinic Building	Zia	Completed
14	Gbe-Doru	Log Bridges	Doru Chiefdom	completed
15	Gbor	Adm. Building	Payee	Incomplete
16	GBI- Doru	Town Hall	Camp one	Incomplete
17	Zoe-Gbao	Adm. Building	Baylegaly	Incomplete
18	Yarpea Mah	Elementary school	Taipa	incomplete

1.8.1.1.2 We requested the bidding documents and contracts related to the eighteen (18) projects listed in the table above from the County Administration. We were not provided the information. Therefore, we could not provide assurance that the contracts were awarded based on a competitive bidding process. The absence of evidence of a bidding process contravenes Section 48 (1) of the PPC Act of 2005 and 2010 Amendment which

requires that, "Except as provided in subsection (2) of this Section, in procurement proceedings in which the procuring entity decides that only domestic suppliers or contractors are likely to be interested in submitting bids. The procuring entity shall employ national open competitive bidding procedures for procurement in which the estimated contract price of the procurement does not exceed the ceiling threshold applicable to national competitive bidding."

- 1.8.1.1.3 We were also not provided the certificate of completion and Assessment Reports related to the purported projects; therefore we could not provide assurance that the projects were completed based on the scope of work, the terms and condition of the projects.
- 1.8.1.1.4 Furthermore, we observed that projects were contracted to individuals instead of legally registered construction companies. There was no evidence to indicate that projects were selected through a County Council resolution thereby contravening the Budget Laws of 2011/2012 and 2012/2013 which call for a County Council's resolution as a basis for the selection and implementation of projects funded under the CDF.
- 1.8.1.1.5 From review of the bank statements, we observed that a total amount of US\$243,470.45 (**Annexure 6A**) was paid in the names of individual contractors during the Administration of Former Superintendent Dagadu. A quarterly financial report submitted by the PMC for the period covering June 2012 to March 2013, reported a total project expenditure of US\$239,732.78 thus leaving a variance of US\$3,730.67.

#### **Risk**

- 1.8.1.1.6 Awarding contracts without adhering to the PPC Act, could result in the award of contracts based on personal relationships thereby resulting in conflict of interest.
- 1.8.1.1.7 Failure to implement development projects within budgetary timeframe undermine the intended purpose (s) and spirit of the CDF and could deny the citizens of Nimba County the needed development.
- 1.8.1.1.8 The failure of the PMC to award contract without adherence to the PPC Act of 2005 and 2010 Amendment, the Budget Laws 2011/2012 and 2012/2013 could lead to waste and abuse of public funds as such project may not be implemented in accordance to specification.

#### **Recommendation**

- 1.8.1.1.9 The PMC Chairman, Luogon P. Lai and former Superintendent, Christiana Dagadu and Assistant Superintendent for Development, Peter O. Saiweah, should be held liable for the violation of Section 48(1) of the PPC Act of 2005 and 2010 Amendment.
- 1.8.1.1.10 The PMC Chairman, Luogon P. Lai and former Superintendent, Christiana Dagadu and Assistant Superintendent for Development, Peter O. Saiweah should provide material evidence to justify the payments made to the individual contractors, failing they along



with the individuals the payments were made should jointly and severally account for the payments as reflected in **Annexure 6A**.

**Management's Response**

1.8.1.1.11 *The Management letter was submitted on 17 March 2014 but management did not provide any response to this observation.*

## **2 ACKNOWLEDGEMENT**

- 2.1 We acknowledge the cooperation and assistance provided to the GAC's Audit Team by the Management and staff of the Nimba County Administration during the audit. The efforts and commitment of the GAC's staff in conducting the audit are gratefully acknowledged.

  
**Yusador S. Gaye, CPA, CGMA**  
**Auditor General, R.L.**

**Monrovia, December 2014**

### **3 STATEMENT OF ACCOUNTABILITY**

- 3.1 In this report, it is required that we hold people accountable for public monies entrusted to them for the purposes of providing services to the taxpayers. Section 53.7 of the Executive Law of 1972 defined the minimum reporting requirement as follow:
- Any officer or employee who has willfully or negligently failed to collect or receive monies belonging to the Government.
  - Any public monies not duly account for and paid into an authorized depository.
  - Any appropriation that was exceeded or applied to purposes or in manner not authorized by law.
  - Any deficiency or loss through fraud, default or mistake of any person.
  - Inadequate or ineffective internal control of public monies and assets. When appropriate , the report shall include recommendation for executive action or legislation deemed necessary to improve the receipt, custody , accounting and disbursement of public monies and other assets.
  - PFM Regulation C.9 Section 3 states "delegation of authority to perform functions or duties under these regulations does not diminish the accountability of the head of Government Agency or relieve him or her of responsibilities provided in these regulations.
  - The activities undertaken by the Nimba County Administration in the management of the Social and County Development funds were marred with a number of irregularities. The financial irregularities noted amounted to **US\$1,449,710.60** and involved unsupported payments and withdrawals, third party payment, non-compliance with relevant laws and regulations. Details of these irregularities are provided in the accountable schedule below.

**Accountability Schedule**

<b>No.</b>	<b>Issues</b>	<b>Paragraph Ref.</b>	<b>Amount (USD)</b>	<b>Responsible Officer</b>	<b>Position</b>
1.	Unsupported Payment	1.7.1.5.3	252,000.00	Christiana D. Dagadu, Clinton G. Layweh	Former Superintendent PMC Chairman
2.	Third Party Payment	1.7.1.7.4	83,047.00	Christiana D. Dagadu, Clinton G. Layweh, Princess Goanue	Former Superintendent, PMC Chairman, Finance Officer, PIU
3.	Unsupported Withdrawals	1.7.1.11.4	1,066,363.60	Edith Gongloe-Weh, Patrick Luogon Lah, Shirley Browne	Former Superintendent, PMC Chairman, PMC Treasurer
4	Unsupported Withdrawals	1.7.1.11.7	23,300.00	Christina Dagadu, Patrick Luogon Lah, Shirley Browne	Former Superintendent, PMC Chairman, PMC Treasurer
5.	Unsupported Withdrawals	1.7.1.11.8	10,000.00	Morris Paye	Former PMT Finance Officer
	Unsupported Withdrawals	1.7.1.11.8	15,000.00	Michael W. Wilies	Project Specialist, PIU
<b>Total</b>			<b>USD 1,449,710.60</b>		

## **4 ANNEXURE**

**Annexure1: SDF TOTAL INCOME, Bank Acct.# 002USD21615550701**

<b>NIMBA COUNTY SOCIAL DEVELOPMENT FUND TOTAL INCOME</b>			
<b>ACCT. #002usd21615550701</b>			
<b>BOOK DATE</b>	<b>CHECK #</b>	<b>DESCRIPTION</b>	<b>AMOUNT(USD)</b>
May 10, 2012	997811	Check deposit	10.00
July 5, 2012	951124	Check deposit	10.00
August 17, 2012	941753	Check deposit	273.00
November 19, 2012	7584	Check Deposit	800,000.00
December 27, 2012	2.00E+06	Eco Bank Cash Deposit	1,000.00
March 8, 2013	1.00E+06	Cash Deposit	5,000.00
April 30, 2013	79223	Deposit IFO of Nimba County Social Dev. Fund	10,000.00
<b>Total</b>			<b>USD816,293.00</b>

**Annexure2 schedule of Withdrawals, Bank Acct.# 002USD21615550701**

<b>Nimba County Social Development fund</b>			
<b>Bank Acct.# 002USD21615550701</b>			
<b>Book Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Debit(USD)</b>
Opening Balance			
Jul 20-2011	6516	DEP IFO RIMKO INC	421.00
Jul 21-2011	N/A	LBDI OUTWARDS TRANSFERS	1,066,363.60
Jul 30-2011	N/A	SERVICE CHARGE	25.00
Aug 03-2011	N/A	CK# RECD FRM CLRG	495.00
Aug 09-2011	6522	CHECK WITHDRAWAL	15,000.00
Aug 09-2011	6523	CHECK WITHDRAWAL	10,000.00
Aug 20-2011	132104	CHECK WITHDRAWAL	23,300.00
Aug 31-2011	N/A	SERVICE CHARGE	25.00
Sep 01-2011	6526	PAID TO BENEDIT A. DOLO	6,150.00
Sep 05-2011	2098	COMM ON THREE USD BUSINESS CHECK INFO NIMBA COUNTY DEV	45.00
Sep 21-2011	22381	MISC CUSTOMER DEBIT	5.00
Sep 21-2011	35810	CHECK WITHDRAWAL	13,625.00
Sep 23-2011	35811	RECD FRM CLRG	55,200.00
Sep 30-2011	N/A	SERVICE CHARGE	25.00
Oct 05-2011	35809	CHECK WITHDRAWAL	2,015.00
Oct 21-2011	35812	CHECK WITHDRAWAL	2,380.00
Oct 21-2011	35813	CHECK WITHDRAWAL	3,500.00
Oct 27-2011	35814	CHECK WITHDRAWAL	3,878.00
Oct 31-2011	N/A	SERVICE CHARGE	25.00
Nov 23-2011	35816	PAID TO CLINTON G. LAYWEH	3,450.00
Nov 24-2011	35815	CHECK WITHDRAWAL	5,008.00

<b>Nimba County Social Development fund</b>			
<b>Bank Acct.# 002USD21615550701</b>			
<b>Book Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Debit(USD)</b>
Nov 30-2011	N/A	SERVICE CHARGE	25.00
Dec 02-2011	35819	CHECK WITHDRAWAL	2,743.00
Dec 08-2011	35820	RECD FRM CLRG	192,776.00
Dec 14-2011	35823	CK DEP REF#35823	3,000.00
Dec 14-2011	35825	IN HOUSE CHEQUE DEPOSIT	3,600.00
Dec 15-2011	35822	RECD FRM CLRG	3,800.00
Dec 16-2011	35817	RECD FRM CLRG	7,700.00
Dec 17-2011	35827	CHECK WITHDRAWAL	355.00
Dec 17-2011	35828	CHECK WITHDRAWAL	3,160.00
Dec 20-2011	35826	LBDI CK#35826 DEP	18,600.00
Dec 30-2011	35829	CHECK WITHDRAWAL	2,970.00
Dec 31-2011	N/A	SERVICE CHARGE	25.00
Jan 12-2012	35821	RECD FRM CLRG	800.00
Jan 13-2012	35824	RECD FRM CLRG	5,200.00
Jan 17-2012	35830	CHECK WITHDRAWAL	1,795.00
Jan 23-2012	35831	RECD FRM CLRG	2,500.00
Jan 26-2012	35832	CK ENCHASED IFO PRINCESS GOANUE	508.00
Jan 31-2012	N/A	SERVICE CHARGE	25.00
Feb 03-2012	35834	PAID TO PRINCESS GOANUE	3,002.50
Feb 03-2012	35833	PAID TO PRINCESS GOANUE	6,605.00
Feb 23-2012	35835	CHECK WITHDRAWAL	590.00
Feb 23-2012	35840	PAID TO EDDIE WF GBATU	860.00
Feb 23-2012	35842	IN HOUSE CHEQUE DEPOSIT	2,500.00
Feb 24-2012	35837	IN HOUSE CHEQUE DEPOSIT	2,500.00
Feb 27-2012	35838	DEPOSIT IFO OF RADIO SACLEPED	2,500.00
Feb 28-2012	35841	RECD FRM CLRG	535.00
Feb 28-2012	35841	RECD FRM CLRG	2,000.00
Feb 29-2012	35845	PAID TO PRINCESS GOANUE	1,725.00
Feb 29-2012	35844	PAID TO PRINCESS GOANUE	6,880.00
Feb 29-2012	35847	PAID TO PRINCESS GOANUE	870.00
Feb 29-2012	N/A	SERVICE CHARGE	25.00
Mar 01-2012	145940	RECD FRM CLRG	2,500.00
Mar 06-2012	35848	CHECK WITHDRAWAL	4,608.00
Mar 22-2012	18233	INSTANT STATEMENT	5.00
Mar 31-2012	N/A	SERVICE CHARGE	25.00
Apr 04-2012	35849	CHECK WITHDRAWAL	2,836.00
Apr 04-2012	35843	RECD FRM CLRG	535.00
Apr 28-2012	35855	CHECK WITHDRAWAL	932.00



*Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013*

<b>Nimba County Social Development fund</b>			
<b>Bank Acct.# 002USD21615550701</b>			
<b>Book Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Debit(USD)</b>
Apr 28-2012	35852	RECD FRM CLRG	1,124.00
Apr 30-2012	35853	CASH WITHDRAWAL	3,030.00
Apr 30-2012	N/A	SERVICE CHARGE	25.00
May 03-2012	N/A	LIQ OF CKS RECD FRM CLRG DD	488.50
May 04-2012	N/A	LIQ OF CKS RECD FRM CLRG DD	2,715.00
May 10-2012	35857	PAID TO PRINCESS V.GOANUE	5,435.00
May 25-2012	35859	CASH WITHDRAWAL	3,785.00
May 31-2012	N/A	SERVICE CHARGE	25.00
Jun 07-2012	35860	CASH WITHDRAWAL	1,732.00
Jun 11-2012	35861	CHECK WITHDRAWAL	3,109.00
Jun 11-2012	35858	RECD FRM CLRG	252,000.00
Jun 13-2012	1537	CK DEP	5.00
Jun 13-2012	35862	CASH WITHDRAWAL	7,430.00
Jun 15-2012	35863	PAID TO AUGUSTINE MULBAH	900.00
Jun 30-2012	N/A	SERVICE CHARGE	25.00
Jul 05-2012	35869	CASH WITHDRAWAL	2,737.00
Jul 07-2012	35864	ENCASHMENT	405.00
Jul 09-2012	35868	RECD FRM CLRG	1,710.00
Jul 11-2012	35867	IN HOUSE CHEQUE DEPOSIT	2,500.00
Jul 13-2012	35870	PAID IFO DUNBAR GBANLON	750.00
Jul 16-2012	35866	DEP IFO RADIO YLAMBA	2,500.00
Jul 24-2012	35872	PAID TO SAMUEL MIAPEH	375.00
Jul 25-2012	35871	PAID TO NYAHN DAKIAYEE	375.00
Jul 25-2012	35873	PAID TO TEEKO YORLAY	100.00
Jul-31-2012	35856	RECD FRM CLRG	500.00
Jul 31-2012	N/A	SERVICE CHARGE	25.00
Aug 01-2012	35876	CASH WITHDRAWAL	1,172.00
Aug 06-2012	35875	RECD FRM CLRG	1,710.00
Aug 07-2012	35874	RECD FRM CLRG	425.00
Aug 07-2012	35878	RECD FRM CLRG	4,869.00
Aug 23-2012	35881	PAID TO JOSEPH TORLON	925.00
Aug 27-2012	35879	CHECK WITHDRAWAL	465.00
Aug 27-2012	6731	INSTANCT STATEMENT	5.00
Aug 31-2012	N/A	SERVICE CHARGE	25.00
Sept 04-2012	35885	CASH WITHDRAWAL	770.00
Sept 04-2012	35884	CASH WITHDRAWAL	1,800.00
Sept 06-2012	35886	RECD FRM CLRG	9,800.00
Sept 06-2012	35882	RECD FRM CLRG	1,710.00

*Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013*

<b>Nimba County Social Development fund</b>			
<b>Bank Acct.# 002USD21615550701</b>			
<b>Book Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Debit(USD)</b>
Sept 12-2012	35888	PAID TO JOSEPH TORLON	250.00
Sept 19-2012	35887	RECD FRM CLRG	2,500.00
Sept 29-2012	N/A	SERVICE CHARGE	25.00
Oct 05-2012	35895	CASH WITHDRAWAL	1,500.00
Oct 05-2012	35892	CASH WITHDRAWAL	771.00
Oct 05-2012	35894	CHECK WITHDRAWAL	2,000.00
Oct 05-2012	35889	CHECK WITHDRAWAL	900.00
Oct 05-2012	35897	CASH WITHDRAWAL	196.00
Oct 09-2012	35909	LBDI CK DEP	5,040.00
Oct 09-2012	35903	CASH WITHDRAWAL	4,000.00
Oct 09-2012	35890	RECD FRM CLRG	1,747.00
Oct 11-2012	35890	RECD FRM CLRG	17,462.92
Oct 12-2012	35913	IN HOUSE CHEQUE DEPOSIT	71,799.21
Oct 13-2012	35896	CASH WITHDRAWAL	197.00
Oct 15-2012	35901	RECD FRM CLRG	6,795.00
Oct 18-2012	35914	RECD FRM CLRG	500.00
Oct 18-2012	5814	COMM ON CK BOOK	15.00
Oct 18-2012	35905	LBDI CK	5,880.00
Oct 19-2012	35900	RECD FRM CLRG	2,530.00
Oct 24-2012	35910	CK DEP	900.00
Oct 24-2012	35908	RECD FRM CLRG	3,200.00
Oct 30-2012	35911	RECD FRM CLRG	500.00
Oct 31-2012	N/A	SERVICE CHARGE	25.00
Nov 08-2012	35918	PAID TO CLINTON G. LAYWEH	2,000.00
Nov 08-2012	35927	PAID TO CLINTON G. LAYWEH	500.00
Nov 08-2012	35924	PAID TO JACKSON K DEHMIE	1,130.00
Nov 08-2012	35926	PAID TO TORWAH DOWAH	300.00
Nov 08-2012	35916	PAID TO TORWAH DOWAH	196.00
Nov 09-2012	N/A	COMM ON STOPPMT IFO NIMBA COUNTY SOCIAL DEV FUND	25.00
Nov 09-2012	35877	PAID TO LEIYARL KEHN	200.00
Nov 09-2012	35912	DEP IFO WESLEYAN COLLEGE OF LIB	400.00
Nov 12-2012	N/A	FOR DEPOSIT IFO SAMAR STORE	802.00
Nov 13-2012	35891	RECD FRM CLRG	420.00
Nov 17-2012	35919	RECD FRM CLRG	258.00
Nov 19-2012	7484	CHECK DEPOSIT	
Nov 20-2012	35921	RECD FRM CLRG	1,498.25
Nov 30-2012	N/A	SERVICE CHARGE	25.00

*Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013*

<b>Nimba County Social Development fund</b>			
<b>Bank Acct.# 002USD21615550701</b>			
<b>Book Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Debit(USD)</b>
Dec 11-2012	35904	RECD FRM CLRG	5,765.00
Dec 19-2012	35929	IN HOUSE CHEQUE DEPOSIT	10,900.00
Dec 27-2012	35982	CHECK DEP	2,500.00
Dec 27-2012	35930	PAID TO CLINTON G. LAYWEH	2,000.00
Dec 31-2012	N/A	SERVICE CHARGE	25.00
Jan 03-2013	35936	CASH WITHDRAWAL	285.00
Jan 04-2013	35944	CHECK WITHDRAWAL	2,000.00
Jan 04-2013	35940	CHECK WITHDRAWAL	355.00
Jan 04-2013	35932	CHECK WITHDRAWAL	189.20
Jan 05-2013	35939	CASH WITHDRAWAL	300.00
Jan 08-2013	25111	RECD FRM CLRG	645.00
Jan 08-2013	35951	RECD FRM CLRG	1,014.75
Jan 08-2013	35946	RECD FRM CLRG	220.90
Jan 08-2013	35952	RECD FRM CLRG	1,014.75
Jan 08-2013	35950	RECD FRM CLRG	270.00
Jan 08-2013	35943	RECD FRM CLRG	220.90
Jan 31-2013	N/A	SERVICE CHARGE	25.00
Feb 04-2013	25112	PAID TO CLINTON G. LAYWEH	2,000.00
Feb 04-2013	25116	PAID TO CLINTON G. LAYWEH	500.00
Feb 04-2013	25115	PAID TO CLINTON G. LAYWEH	300.00
Feb 14-2013	25113	RECD FRM CLRG	220.90
Feb 14-2013	35941	RECD FRM CLRG	2,500.00
Feb 14-2013	25114	RECD FRM CLRG	1,014.75
Feb 21-2013	325	PAID TO MISHALL WEHNYEPAYE	325.00
Feb 21-2013	25122	PAID TO CLINTON G. LAYWEH	500.00
Feb 21-2013	26118	PAID TO CLINTON G. LAYWEH	330.00
Feb 21-2013	25119	PAID TO BOB Y KARTOE	300.00
Feb 21-2013	25120	PAID TO BOB Y KARTOE	125.00
Feb 21-2013	25117	PAID TO BOB Y KARTOE	375.00
Feb 21-2013	25123	PAID TO FLOMO DANIEL	220.00
Feb 25-2013	25124	PAID TO TEEKO YORLAY	266.40
Feb 25-2013	25127	PAID TO NYAN TOKPAH	70.00
Feb 26 -2013	25126	PAID TO JOSEPH TORLON	100.00
Feb 28 2013	N/A	SERVICE CHARGE	25.00
Mar 07 2013	25125	PAID TO CHRISTIANA D DAGADU	296.40
Mar 08 2013	1E+06	CASH DEPOSIT	
Mar 08 2013	25135	CHECK WITHDRAWAL	2,000.00
Mar 08 2013	7376	INSTANCT STATEMENT	5.00

Nimba County Social Development fund			
Bank Acct.# 002USD21615550701			
Book Date	Check #	Payee	Debit(USD)
Mar 08 2013	25136	CHECK WITHDRAWAL	400.00
Mar 09-2013	25131	LBDI CK	5,400.00
Mar 09-2013	25138	CHECK WITHDRAWAL	155.00
Mar 12-2013	25139	RECD FRM CLRG	244.40
Mar 12-2013	25140	RECD FRM CLRG	1,014.75
Mar 14-2013	25133	RECD FRM CLRG CK # <i>ALREADY USED</i>	6,441.00
Mar 18 2013	25130	RECD FRM CLRG	4,344.00
Mar 20 -2013	25144	PAID TO JOSEPH TORLON	150.00
Mar 20 -2013	25145	PAID TO JOSEPH WILLIE	105.00
Mar 20 -2013	25143	PAID TO JOHNSON G BEAYAN	150.00
Mar 21-2013	25147	PAID TO WHITTING KWITI	1,430.00
Mar 21-2013	25148	PAID TO WHITTING KWITI	3,820.00
Mar 21-2013	25150	PAID TO BOBB KARTOE	500.00
Mar 21-2013	25149	PAID TO BOBB KARTOE	300.00
Mar 23-2013	25132	RECD FRM CLRG	5,477.00
Mar 28-2013	25129	RECD FRM CLRG	9,450.00
Mar 28-2013	25152	FOR DEPOSIT IFO OF JUNGLE WATER GROUP OF INV	3,600.00
Mar 30-2013	25146	LBDI CHK	1,790.00
Mar 30-2013	N/A	SERVICE CHARGE	25.00
Apr 01-2013	25156	CHECK WITHDRAWAL	2,000.00
Apr 01-2013	25134	RECD FRM CLRG	3,337.00
Apr 02-2013	25155	CHECK WITHDRAWAL	196.00
Apr 04-2013	N/A	LBDI OUTWARDS TRANSFER	250,150.00
Apr 05-2013	25153	RECD FRM CLRG	244.40
Apr 05-2013	25141	RECD FRM CLRG	548.00
Apr 05-2013	25154	RECD FRM CLRG	1,014.75
Apr 11-2013	3764	COMM EARNED ON 1B/C CK BOOK IFO OF NIMBA CO SOCIAL DEV	15.00
Apr 13-2013	2558	PAID TO FEDESCO GARDEN	650.00
Apr 13-2013	25157	PAID TO BOB Y KARTOE	400.00
Apr 16-2013	2631	COMM ON CHECK BOOK	15.00
Apr 16-2013	25151	PAID TO TEEKO YORLAY	500.00
Apr 17-2013	6530	PAID TO EDDIE TENWAH	466.00
Apr 17-2013	6532	PAID TO EDWIN A DOPOE	225.00
Apr 18-2013	6535	CHECK WITHDRAWAL	120.00
Apr 18-2013	6533	PAID TO JEFFERSON G GOKOR	300.00
Apr 25-2013	6529	PAID TO BOB Y KARTOE	125.00

<b>Nimba County Social Development fund</b>			
<b>Bank Acct.# 002USD21615550701</b>			
<b>Book Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Debit(USD)</b>
Apr 25-2013	6537	PAID TO EDDIE Z TENWAH	5,000.00
Apr 25-2013	6531	PAID TO PAUL M KOLLIE	120.00
Apr 30-2013	6534	PAID TO CHRISTIANA D DAGADU	150.00
Apr 30-2013	6538	PAID TO EDDIE Z TENWAH	5,000.00
Apr 30-2013	6540	PAID TO CLINTON G. LAYWEH	300.00
Apr 30-2013	27145	INSTANCT STATEMENT	5.00
Apr 30-2013	6541	PAID TO PETERSON G N WALKER	500.00
Apr 30-2013	N/A	SERVICE CHARGE	25.00
May 11-2013	6550	PAID TO PETERSON G N WALKER	2,613.00
May 11-2013	6543	PAID TO BOB Y KARTOE	366.00
May 11-2013	6551	CHECK WITHDRAWAL	920.00
May 11-2013	6542	CLINTON G.LAYWEH	2,041.00
May 11-2013	6549	CLINTON G.LAYWEH	230.00
May 15-2013	35942	CHECK WITHDRAWAL	196.00
May 15-2013	35931	CHECK WITHDRAWAL	196.00
May 18-2013	6547	RECD FRM CLRG	420.00
May 20-2013	6548	RECD FRM CLRG	947.25
May 21-2013	6544	PAID TO ELTON MONGAR	194.00
May 21-2013	6546	CASH WITHDRAWAL	225.00
May 23-2013	6545	CHECK WITHDRAWAL	200.00
May 24-2013	6560	PAID TO PETERSON G N WALKER	400.00
May 24-2013	6559	PAID TO GONDELEE E. MAMBIA	225.00
May 24-2013	6554	PAID TO EDDIE Z TENWAH	335.00
May 24-2013	6562	PAID TO PETERSON G N WALKER	280.00
May 24-2013	6562	PAID TO PETERSON G N WALKER	70.00
May 31-2013	6568	CK ENCASHED IFO PETERSON G N WALKER	1,313.00
May 31-2013	N/A	SERVICE CHARGE	25.00
Jun 03-2013	6567	PAID TO PETERSON G N WALKER	500.00
Jun 03-2013	6570	CHECK WITHDRAWAL	400.00
Jun 03-2013	6555	CASH WITHDRAWAL	225.00
Jun 04 2013	6571	PAID TO C.DAGADU	300.00
Jun 05-2013	6563	RECD FRM CLRG	947.00
Jun 05-2013	6569	RECD FRM CLRG CK # ALREADY USED	138.00
Jun 05-2013	17357	IFO OF NIMBA CO DEV FUND	30.00
Jun 06-2013	6564	RECD FRM CLRG	420.00
Jun 07-2013	6575	PAID TO ELTON MONGON	193.94
Jun 07-2013	6574	PAID TO BOB Y KARTOE	366.46

<b>Nimba County Social Development fund</b>			
<b>Bank Acct.# 002USD21615550701</b>			
<b>Book Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Debit(USD)</b>
Jun 07-2013	6576	PAID TO BOB Y KARTOE	104.00
Jun 07-2013	6914	PAID TO DORR COOPER	300.00
Jun 07-2013	6573	PAID TO CLINTON G. LAYWEH	2,041.55
Jun 07-2013	6920	PAID TO C DAGADU	200.00
Jun 07-2013	6919	PAID TO EDDIE Z TENWAH	600.00
Jun 07-2013	6916	PAID TO C DAGADU	150.00
Jun 07-2013	6913	PAID TO EDDIE Z TENWAH	380.00
Jun 07-2013	6572	PAID TO JOSEPH D TORLON	480.00
Jun 08-2013	6556	PAID TO NYAN DAKIAYEE	300.00
Jun 08-2013	6918	PAID TO KPAYELLE JOHNSON	7,050.00
Jun 10-2013	6815	PAID TO GABRIEL DOMAH	225.00
Jun 21-2013	6930	PAID TO FRANKLIN ZEAGBEN	425.00
Jun 24-2013	6929	PAID TO BOB Y KARTOE	100.00
Jun 25-2013	6938	PAID TO EDDIE Z TENWAH	1,250.00
Jun 25-2013	6945	PAID TO EDDIE Z TENWAH	2,000.00
Jun 25-2013	6937	PAID TO JOHNSON W KPAYELLE	1,338.00
Jun 25-2013	6931	PAID TO ROLAND BOAYUE	2,400.00
Jun 26-2013	6942	PAID TO PETERSON G N WALKER	340.00
Jun 27-2013	6944	PAID TO BOB Y KARTOE	450.00
Jun 27-2013	6932	DEP	350.00
Jun 27-2013	6946	CASH WITHDRAWAL	425.00
Jun 29-2013	N/A	SERVICE CHARGE	25.00
<b>Total</b>			<b>2,347,578.69</b>

**Annexure3:**

<b>SDF , Total Withdrawal -Acct.# 010usd21980154401</b>			
<b>Book Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Debit(USD)</b>
<b>Opening Balance</b>			
Jul 04-2011	4782	FX PURCHASE IFO OF NIMBA COUNTY DEV FUND	
Jul 09-2011	1231	PAID TO RANNY S.GBATU	7,986.40
Jul 11-2011	6371	PAID TO MOSES D.ZARPOE	1,500.00
Jul 11-2011	6372	PAID TO B.WILLSON GBORDOE	3,000.00
Jul 15-2011	6369	DEP IFO JUNGLE WATER GROUP OF INV	5,500.00
Jul 23-2011	6373	PAID TO RANNY S.GBATU	7,886.71
Jul 25-2011	6575	PAID TO AGNES WONDOR	4,235.20

*Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013*

<b>SDF , Total Withdrawal -Acct.# 010usd21980154401</b>			
<b>Book Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Debit(USD)</b>
Jul 28-2011	6374	PAID TO NELSON SAYETEE	9,000.00
Jul 30-2011	N/A	SERVICE CHARGE	25.00
Aug 31-2011	N/A	SERVICE CHARGE	25.00
Sep 05-2011	6382	PAID TO AQUOI KARMEN	1,050.00
Sep 05-2011	6383	SHIRLEY BROWN	1,200.00
Sep 6-2011	6384	PAID TO LUOGON P.LAH	1,500.00
Sep 07-2011	1695	COMM ON 3 CHK BOOK	45.00
Sep 08-2011	35958	PAID TO AGNES WONDOR	4,235.00
Sep 08-2011	35953	PAID TO AGNES WONDOR	2,000.00
Sep 08-2011	35955	PAID TO DICK SON FREEMAN	7,251.00
Sep 08-2011	35954	IN HOUSE CHEQUE DEPOSIT	9,000.00
Sep 09-2011	35956	PAID TO JOHNSON G. BEYAN	2,981.50
Sep 10-2011	35959	PAID TO REGINALD YARKPEH	3,500.00
Sep 12-2011	35957	PAID TO EMMANUEL WEHYEE	4,197.20
Sep 14-2011	35960	RECD FRM CLRG	5,000.00
Sep 30-2011	N/A	SERVICE CHARGE	25.00
Oct 07-2011	35964	PAID TO AUSTIN GWEH	7,240.00
Oct 21-2011	35963	LBDI CK	2,000.00
Oct 29-2011	35962	PAID TO SARDY GIAH	4,500.00
Oct 31-2011	N/A	SERVICE CHARGE	25.00
Nov 04-2011	35967	CHECK WITHDRAWAL	4,197.20
Nov 04-2011	35970	PAID TO NELSON SAYETEE	3,375.00
Nov 05-2011	35965	PAID TO VENCENT W.TOMAH	10,088.00
Nov 10-2011	3295	INSTANT STATE CHARGED	5.00
Nov 10-2011	35972	PAID TO SHEDRICK SAYE GBOUAH	9,050.49
Nov 12-2011	35969	PAID TO DICK SON FREEMAN	7,251.00
Nov 17-2011	35976	PAID TO Z.ISAAC CHEYEE	9,116.21
Nov 17-2011	35975	PAID TO ISAAC CHEYEE	9,063.77
Nov 19-2011	35968	PAID TO JOSEPH TORLON	90.00
Nov 24-2011	35974	PAID TO JAMES ZAMMY	3,037.00
Nov 24-2011	35979	PAID TO PAYE QUOI	8,043.00
Nov 25-2011	35966	PAID TO SAYE YARKPAH	2,000.00
Nov 30 2011	N/A	SERVICE CHARGE	25.00
Dec 02-2011	35978	PAID TO FETUS QUOI	6,565.00
Dce 13-2011	35928	PAID TO RANNY S.GBATU	1,966.00
Dec 13-2011	35981	PAID TO SHEDRICK SAYE GBOUAH	7,240.00
Dec 13-2011	35977	PAID TO AUSTIN GWEH	7,200.00
Dec 23-2011	35985	IN HOUSE CHEQUE DEPOSIT	1,200.00
Dec 27-2011	35980	PAID TO LUOGON P.LAH	1,500.00
Dec 27-2011	35983	CASH WITHDRAWAL	1,050.00



<b>SDF , Total Withdrawal -Acct.# 010usd21980154401</b>			
<b>Book Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Debit(USD)</b>
Dec 31-2011	N/A	SERVICE CHARGE	25.00
Jan 23-2012	35986	IN HOUSE CHEQUE DEPOSIT	50,000.00
Jan 24-2012	35986	IN HOUSE CHEQUE DEPOSIT	(50,000.00)
Jan 24-2012	35968	IN HOUSE CHEQUE DEPOSIT	50,000.00
Jan 31-2012	N/A	SERVICE CHARGE	25.00
Feb 29-2012	N/A	SERVICE CHARGE	25.00
Mar 08-2012	35990	PAID TO VINCENT TOMAH	8,070.00
Mar 08-2012	35991	PAID TO NELSON SAYETEE	3,375.00
Mar 13-2012	35993	PAID TO FETUS QUOI	6,565.00
Mar 17-2012	35992	PAID TO SAM BLEETHAN	3,217.00
Mar 17-2012	35995	PAID TO JOHNSON G. BEYAN	3,385.00
Mar 17-2012	35996	PAID TO PRESTON LABALAH	3,198.00
Mar 21-2012	35999	PAID TO PAYE QUOI	6,435.00
Mar 21-2012	35998	PAID TO ISAAC CHEYEE	7,251.00
Mar 21-2012	36000	PAID TO ISAAC WEHYEE Z	7,292.97
Mar 31-2012	N/A	SERVICE CHARGE	25.00
Apr 30-2012	N/A	SERVICE CHARGE	25.00
MAY 12-2012	3228	INSTANT STATEMENT CHARGED	5.00
May 31 2012	N/A	SERVICE CHARGE	25.00
Jun 09-2012	3245	INSTANT STATEMENT CHARGED	5.00
Jun 30-2012	N/A	SERVICE CHARGE	25.00
Jul 31-2012	N/A	SERVICE CHARGE	25.00
Aug 15-2012	27006	COMM EARNED ON INSTANT STATEMENT	5.00
Aug 25-2012	36003	PAID TO JOHNSON G. BEYAN	1,990.00
Aug 31-2012	N/A	SERVICE CHARGE	25.00
Sep 20-2012	36002	PAID TO DICK SON FREEMAN	3,625.55
Sep 20-2012	36001	PAID TO AUSTIN GWEH	3,661.48
Sep 28-2012	36004	PAID TO EDDIE TENWAH	120.00
Sep 28-2012	36007	PAID TO JAMES ZAMMY	1,302.13
Sep 28-2012	36006	PAID TO PRESTON LABALAH	2,558.00
Sep 29-2012	N/A	SERVICE CHARGE	25.00
Oct 03-2012	36005	PAID TO SAM BLEETHAN	2,574.00
Oct 09-2012	36008	PAID TO SHIRLEY BROWN	1,200.00
Oct 09-2012	36009	PAID TO LUOGON P.LAH	1,500.00
Oct 12-2012	36011	PAID TO ISAAC CHEYEE	1,812.75
Oct 15-2012	36010	PAID TO JV DAHN	65.00
Oct 24-2012	36015	PAID TO EDDIE TENWAH	150.00
Oct 24-2012	36012	PAID TO EDDIE TENWAH	1,245.00
Oct 31-2012	N/A	SERVICE CHARGE	25.00

*Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013*

<b>SDF , Total Withdrawal -Acct.# 010usd21980154401</b>			
<b>Book Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Debit(USD)</b>
Nov 10-2012	27034	INSTANT STATEMENT CHARGED	5.00
Nov 14-2012	36014	PAID TO JAMES K.KARTOE	75.00
Nov 17-2012	36016	PAID TO EMMANUEL WEHYEE	1,185.00
Nov 17-2012	36013	PAID TO EMMANUEL WEHYEE	2,098.60
Nov 22-2012	36017	PAID TO FETUS QUOI	1,460.24
Nov 23-2012	36019	PAID TO THOMAS VIAH	50.00
Nov 23-2012	36018	PAID TO PAYE QUOI	1,609.75
Nov 30-2012	N/A	SERVICE CHARGE	25.00
Dec 07-2012	36024	PAID TO NELSON SAYETEE	750.00
Dec 07-2012	36020	PAID TO SAM BLEETHAN	643.50
Dec 08-2012	36025	PAID TO ALQUOI BEN KARMEN	1,050.00
Dec 08-2012	36026	PAID TO ALVIN B.DOLO	200.00
Dec 13-2012	36022	PAID TO EDDIE TENWAH	1,200.00
Dec 13-2012	36029	PAID TO ERNEST YORWON	84.00
Dec 13-2012	36023	PAID TO ERNEST YORWON	1,050.00
Dec 18-2012	36021	PAID TO EDWIN KRUJAH AS S/W	1,500.00
Dec 18-2012	36028	PAID TO EDWIN KRUJAH AS S/W	95.00
Dec 24-2012	36031	PAID TO CHRISTIANA DAGADU	705.00
Dec 24-2012	36030	PAID TO CHRISTIANA DAGADU AS S/W	172.41
Dec 31-2012	N/A	SERVICE CHARGE	25.00
Jan 05-2013	36032	RECD FRM CLRG	2,181.00
Jan 31-2013	N/A	SERVICE CHARGE	25.00
Feb 05-2013	36033	PAID TO EDDIE TENWAH	675.00
Feb 22-2013	36036	PAID TO Z.ISAAC CHEYEE	1,823.25
Feb 26-2013	36035	RECD FRM CLRG	125.00
Feb 28-2013	N/A	SERVICE CHARGE	25.00
Mar 04-2013	27124	STATEMT IFO OF NIMBA CO DEV FUND	5.00
Mar 05 2013	36034	PAID TO JOSEPH TORLON	129.25
Mar 30-2013	N/A	SERVICE CHARGE	25.00
Apr 30-2013	N/A	SERVICE CHARGE	25.00
May 09-2013	36038	PAID TO EDDIE TENWAH	1,200.00
May 11-2013	36037	PAID TO EDWIN KRUJAH	1,500.00
May 13-2013	36039	PAID TO ERNEST YORWON	1,050.00
May 31-2013	N/A	SERVICE CHARGE	25.00
Jun 14-2013	36048	PAID TO KELVIN Y.YORMIE	525.00
Jun 14-2013	36043	PAID TO BOB Y.KARTOE	540.00
Jun 14-2013	36046	PAID TO CHRISTIANA D DAGADU	150.00
Jun 14-2013	36044	PAID TO CHRISTIANA D. DAGADU	150.00
Jun 17-2013	36042	PAID TO JOHNSON W. KPAYEELEE	7,050.00
Jun 18-2013	1059311	FUNDS TRANSFER REQUEST	225.00

*Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013*

<b>SDF , Total Withdrawal -Acct.# 010usd21980154401</b>			
<b>Book Date</b>	<b>Check #</b>	<b>Payee</b>	<b>Debit(USD)</b>
Jun 20 2013	36041	CHK DEP	100.00
Jun 26-2013	36041	CHK DEP	100.00
Jun 29-2013	36045	CLINTON G.LAYWEH	270.00
Jun 29-2013	N/A	SERVICE CHARGE	25.00
			<b>339,785.56</b>

#### **Annexure4: Schedule of Irregular payments**

Date	Requester	Payee	Decription	Voucher #	CK#	AMT (US)
Nov 28,11	Finance officer	Princess Goanue	Payment for the purchase of fuel scratch cards,monthly subscription fee,etc for the month of December,2011	18	35819	2,743
Nov 27,11	Finance officer	Princess Goanue	To purchase 375 gals of fuel for use by PIU office for the month of December,2011	N/A	N/A	1,703.75
Nov 22,2011	Finance officer	Princess Goanue	Payment for the purchase of equipment and materials ,DSA for PS and driver,fuel,etc	16	35815	5,008
Nov 23,11	Finance officer	Princess Goanue	To purchase office equipment,materials and supplies for used by PIU	N/A	N/A	1236
Nov 23,11	Finance officer	Princess Goanue	To purchase one Kama 5.5KVA diesel generator set for used by PIU	N/A	N/A	1,300
Oct 4,11	Finance officer	Princess Goanue	Scratch cards and fuel for the month of october,2011	4	35809	2,015
Oct 1,11	Finance officer	Princess Goanue	For the purchase of 300 gals of fuel for vehicles,RL1264 and RL1225 for use by PIU staff for the month of October	N/A	N/A	1389
Oct 6,11	Princess Goanue	Princess Goanue	Sitting fee for first CDMC meeting in monrovia	9	35812	2,380
Oct 20,11	Princess Goanue	Princess Goanue	To purchase office renovation materials and equipment,repairs of vehicle,etc	8	35813	3500
Oct 27,11	Finance officer	Princess Goanue	To purchase steel and wood materials for the renovation of PIU ofices in San	N/A	N/A	1102
Oct 28,11	Finance officer	Princess Goanue	For the purchase of 300 gals of fuel for vehicles,RL1264 and RL1225 for use by PIU staff for the month of November	N/A	N/A	1385
Oct 25,11	Finance officer	Princess Goanue	To purchase additional materials such as stationeries,subscription for communication,equipment,spare parts,fuel for vehicles,etc.for use by PIU	11	35814	3,878
Oct 28,11	Finance officer	Princess Goanue	To purchase stationeries and supplies and office equipment for PIU office	N/A	N/A	2024.25
Sept 20,11	Finance officer	Princess Goanue	To purchase initial office equipment,materials and general servicing of two vehicles assigned to unit	1	35810	13,625
Feb 2,12	Finance officer	Princess Goanue	Monthly supplies for PIU Staff,fuel,scratch cards,monthly card for modems,tape recorder,petty cash,vehicle maintenance etc	36	35834	3,002
Feb 2,12	Finance officer	Princess Goanue	Cost covering transportation,accommodation,press coverage,fuel,feeding,etc for Joint county leadership and stakeholder	35	35833	6,605
Feb 28,12	Finance officer	Princess Goanue	Payment for transportation,fuel for Caucus,key stakeholders and loca lauthorities to attend the symbolic turnover of yellow machines on March	46	35844	6,880
Feb 28,12	Finance officer	Princess Goanue	Monthly supplies for the month of March,purchase of office equipment and materials,bath room and coffe materials for use by PIU office	49	35848	4,608
Mar 30,12	Finance officer	Princess Goanue	Monthly supplies for PIU operations for the month of April,2012(scratch cards,Fuel,scratch cards for modems,petty cash and vehicles maintenance	50	35849	2836
Feb 28,12	Finance officer	Princess Goanue	Payment for food,local media coverage and miscellaneous for the symbolic turnover of yellow machines on march 23,2012 in Saclepea	47	35845	1725
Jan 17,12	Finance officer	Princess Goanue	To cover meeting cost scheduled for January 18,2012 inorder to brief newly elected law makers,key stakeholders,etc and repair of vehicles used by PIU	32	35830	1,795
July 31,12	Princess Goanue	Princess Goanue	Monthly supplies for PIU office for the month of Aug 12,s/cards 300,s/cards for modem 120,Vehicle maintenance 300,petty cash 452	75	35876	1172
JULY 4,2012	Princess Goanue	Princes Goanue	payment for ststionery and supplies for PIU officer	N/A	N/A	180
JULY 4,2012	Princess Goanue	Princes Geanue	pretty cash for the month of july 2012	N/A	N/A	500
July 7 2012	Princess Goanue	Princes Goanue	DSA finance officer and driver for two night in monrovia	N/A	N/A	180
April 25 2012	Princess Goanue	Princes Goanue	to puchased scratch cards and fuel	53	35853	3030
April 26 2012	Princess Goanue	Princes Goanue	to puchased 375 gals of fuel			1810
May 10 2012	Princess Goanue	Princes Goanue	cost covering the inter-district consultation	57	35857	5435
	<b>Total</b>					<b>83,047</b>

### Annexure 5: Schedule of Payment to Universities and Colleges

Book Date	Description	Institution Name	AMT.
Dec 14-2011	CK DEP REF#35823	AME Zion University	3,000.00
Dec 14-2011	IN HOUSE CHEQUE DEP	Smythe Institute	3,600.00
Dec 15-2011	RECD FRM CLRG	Stela Maris PolyThnic	3,800.00
Dec 16-2011	RECD FRM CLRG	Cuttington University	7,700.00
Dec 20-2011	LBDI CK#35826 DEP	University of Liberia	18,600.00
Jan 12-2012	RECD FRM CLRG	Mother Pattern College of	800
Jan 13-2012	RECD FRM CLRG	United Methodist Universit	5,200.00
Feb 28-2012	RECD FRM CLRG	LICC Christian College	2,000.00
Apr 04-2012	CHECK WITHDRAWAL		2,836.00
Apr 28-2012	RECD FRM CLRG	African Methodist Universit	1,124.00
May 04-2012	LIQ OF CKS RECD FRM	Tubman University	2,715.00
Sept 06-2012	RECD FRM CLRG	Stela Maris PolyThnic	9,800.00
Oct 09-2012	LBDI CK DEP	Smythe Institute	5,040.00
Oct 09-2012	CASH WITHDRAWAL	Cuttington University	4,000.00
Oct 11-2012	RECD FRM CLRG	University of Liberia	17,462.92
Oct 15-2012	RECD FRM CLRG	United Methodist Universit	6,795.00
Oct 18-2012	LBDI CK	AME Zion University	5,880.00
Oct 19-2012	RECD FRM CLRG	African Methodist Universit	2,530.00
Oct 24-2012	RECD FRM CLRG	LICC Christian College	3,200.00
Oct 30-2012	RECD FRM CLRG	Monrovia Bible College	500
Nov 09-2012	DEP IFO WESLEYAN CO	WESLEYAN COLLEGE OF	400
Dec 11-2012	RECD FRM CLRG	Cuttington University	5,765.00
Dec 19-2012	IN HOUSE CHEQUE DEP	Stela Maris PolyTechnic	10,900.00
Mar 09-2013	LBDI CK	Stela Maris Polytechnic	5,400.00
Mar 14-2013	RECD FRM CLRG CK # A	United Methodist Universit	6,441.00
Mar 18 2013	RECD FRM CLRG	African Methodist Universit	4, 344.00
Mar 23-2013	RECD FRM CLRG	NCCC Sanniqueille	5,477.00
Mar 28-2013	RECD FRM CLRG	Cuttington University	9,450.00
<b>Total</b>			<b>154,759.92</b>

### Annexure 6A:

Payments Made in the Name of Individuals Instead of Service Provider			
Date	CK #	Payee	AMT.
Jul 09-2011	1231	PAID TO RANNY S.GBATU	7,986.40
Jul 11-2011	6371	PAID TO MOSES D.ZARPOE	1,500.00
Jul 11-2011	6372	PAID TO B.WILLSON GBORDOE	3,000.00
Jul 23-2011	6373	PAID TO RANNY S.GBATU	7,886.71
Jul 25-2011	6575	PAID TO AGNES WONDOR	4,235.20
Jul 28-2011	6374	PAID TO NELSON SAYETEE	9,000.00
Sep 05-2011	6382	PAID TO AQUOI KARMEN	1,050.00
Sep 05-2011	6383	SHIRLEY BROWN	1,200.00
Sep 08-2011	35958	PAID TO AGNES WONDOR	4,235.00
Sep 08-2011	35953	PAID TO AGNES WONDOR	2,000.00
Sep 08-2011	35955	PAID TO DICK SON FREEMAN	7,251.00

Payments Made in the Name of Individuals Instead of Service Provider			
Date	CK #	Payee	AMT.
Sep 09-2011	35956	PAID TO JOHNSON G. BEYAN	2,981.50
Sep 10-2011	35959	PAID TO REGINALD YARKPEH	3,500.00
Sep 12-2011	35957	PAID TO EMMANUEL WEHYEE	4,197.20
Oct 07-2011	35964	PAID TO AUSTIN GWEH	7,240.00
Oct 29-2011	35962	PAID TO SARDY GIAH	4,500.00
Nov 04-2011	35970	PAID TO NELSON SAYETEE	3,375.00
Nov 05-2011	35965	PAID TO VENCENT W.TOMAH	10,088.00
Nov 10-2011	35972	PAID TO SHEDRICK SAYE GBOUAH	9,050.74
Nov 12-2011	35969	PAID TO DICK SON FREEMAN	7,251.00
Nov 17-2011	35976	PAID TO Z.ISAAC CHEYEE	9,116.21
Nov 17-2011	35975	PAID TO ISAAC CHEYEE	9,063.77
Nov 24-2011	35974	PAID TO JAMES ZAMMY	3,037.00
Nov 24-2011	35979	PAID TO PAYE QUOI	8,043.00
Nov 25-2011	35966	PAID TO SAYE YARKPAH	2,000.00
Dec 02-2011	35978	PAID TO FETUS QUOI	6,565.00
Dce 13-2011	35928	PAID TO RANNY S.GBATU	1,966.00
Dec 13-2011	35981	PAID TO SHEDRICK SAYE GBOUAH	7,240.00
Dec 13-2011	35977	PAID TO AUSTIN GWEH	7,200.00
Mar 08-2012	35990	PAID TO VINCENT TOMAH	8,070.00
Mar 08-2012	35991	PAID TO NELSON SAYETEE	3,375.00
Mar 13-2012	35993	PAID TO FETUS QUOI	6,565.00
Mar 17-2012	35992	PAID TO SAM BLEETHAN	3,217.00
Mar 17-2012	35995	PAID TO JOHNSON G. BEYAN	3,385.00
Mar 17-2012	35996	PAID TO PRESTON LABALAH	3,198.00
Mar 21-2012	35999	PAID TO PAYE QUOI	6,435.00
Mar 21-2012	35998	PAID TO ISAAC CHEYEE	7,251.00
Mar 21-2012	36000	PAID TO ISAAC WEHYEE Z	7,292.47
Sep 20-2012	36002	PAID TO DICK SON FREEMAN	3,625.55
Sep 20-2012	36001	PAID TO AUSTIN GWEH	3,661.48
Sep 28-2012	36004	PAID TO EDDIE TENWAH	120.00
Sep 28-2012	36007	PAID TO JAMES ZAMMY	1,302.13
Sep 28-2012	36006	PAID TO PRESTON LABALAH	2,558.00
Oct 03-2012	36005	PAID TO SAM BLEETHAN	2,574.00
Oct 09-2012	36008	PAID TO SHIRLEY BROWN	1,200.00
Oct 09-2012	36009	PAID TO LUOGON P.LAH	1,500.00
Oct 12-2012	36011	PAID TO ISAAC CHEYEE	1,812.75
Oct 15-2012	36010	PAID TO JV DAHN	65.00
Nov 14-2012	36014	PAID TO JAMES K.KARTOE	75.00
Nov 17-2012	36016	PAID TO EMMANUEL WEHYEE	1,185.00
Nov 17-2012	36013	PAID TO EMMANUEL WEHYEE	2,098.60
Nov 22-2012	36017	PAID TO FETUS QUOI	1,460.24



Payments Made in the Name of Individuals Instead of Service Provider			
Date	CK #	Payee	AMT.
Nov 23-2012	36019	PAID TO THOMAS VIAH	50.00
Nov 23-2012	36018	PAID TO PAYE QUOI	1,609.75
Dec 07-2012	36024	PAID TO NELSON SAYETEE	750.00
Dec 07-2012	36020	PAID TO SAM BLEETHAN	643.50
Dec 08-2012	36025	PAID TO ALQUOI BEN KARMEN	1,050.00
Dec 13-2012	36029	PAID TO ERNEST YORWON	84.00
Dec 13-2012	36023	PAID TO ERNEST YORWON	1,050.00
Feb 22-2013	36036	PAID TO Z.ISAAC CHEYEE	1,823.25
May 13-2013	36039	PAID TO ERNEST YORWON	1,050.00
Jun 14-2013	36048	PAID TO KELVIN Y.YORMIE	525.00
Jun 17-2013	36042	PAID TO JOHNSON W. KPAYEELEE	7,050.00
<b>Total</b>			<b>USD 243,470.45</b>

#### Annexure 6B: Project Cost and Analysis Amount In USD

		PROJECT COSTS AND PAYMENTS ANALYSIS					
District	Project	Location	USD Cost	Total Payment	Balance	Remarks	
GBEHLAY-GEH	ELEM.SCHOOL BUILD.	PEELAR	18,101.48	18,101.48	-		
TWAH RIVER	ADM.BUILDING	GARPLAY	19,666.76	17,838.71	1,828.05	Project is overdue	
ZOE-GBAO	ADM.BUILDING	BAYLEGLAY	20,000.00	18,000.00	2,000.00	Project is overdue	
GBOR	ADM.BUILDING	PAYEE	20,176.00	18,158.00	2,018.00	Project is overdue	
BOE-QUILLA	ELEM.SCHOOL BUILD.	SARGARPLAY	18,127.55	18,127.55	-	fully completed	
WEE-GBEHI	COMMOSSIONER RES	GBEANQUOI	10,750.35	10,470.20	280.15	fully completed	
KPARGLEE	ELEM.SCHOOL BUILD.	KARNGBELLE	18,127.55	18,127.55	-	fully completed	
GBI-DORU	TOWN HALL	CAMP ONE	6,500.00	5,800.00	700.00		
YARWIN-MEHN	CLINIC BUILDING	DAHNP	4,339.13	4,339.13	-	fully completed	
YARWIN-MEHN	ELEM.SCHOOL BUILD.	GUOTION	16,087.75	16,087.75	-	fully completed	
LEE-WEHPEA	CLINIC BUILDING	KPALLAH	14,590.24	14,590.24	-	fully completed	
YARPEA-MAH	ELEM.SCHOOL BUILD.	TIAPA	18,101.00	16,290.74	1,810.26	Project is overdue	
MEINPEA-MAH	CHIEF COMPOUND	DOU	7,500.00	7,500.00	-	fully completed	
MEINPEA-MAH	ADM.BUILDING	BUNADIN	12,500.00	12,500.00	-	fully completed	
BAIN-GARR	ELEM.SCHOOL BUILD.	MONGBAIN	10,493.00	10,493.00	-	fully completed	
BAIN-GARR	ELEM.SCHOOL BUILD.	MONGBAIN	1,185.00	1,185.00	-	fully completed	
SANNIQUELLIE	HAND PUMPS CONST	GBLOSSONOH	6,435.00	6,435.00	-	fully completed	
SANNIQUELLIE	DELIVERY HOME&CLIN	SEHYIKIMPA	6,396.00	5,756.00	640.00		
DOE	CLINIC	ZIA	18,232.43	18,232.43	-	fully completed	
GBI-DORU	LOG BRIDGES	DORU CHIEFD	1,700.00	1,700.00	-	fully completed	
<b>TOTAL</b>			<b>249,009.24</b>	<b>239,732.78</b>	<b>9,276.46</b>		

## **5 EXHIBITS**

# Exhibit A1

Report of the Auditor General

On Nimba County Social and County Development Funds

For Periods Ended June 30, 2012- June 30, 2013

## LETTER OF AGREEMENT BETWEEN UNITED NATIONS OFFICE OF PROJECT SERVICES AND THE ADMINISTRATION OF NIMBA COUNTY GOVERNMENT OF THE REPUBLIC OF LIBERIA

1. Reference is made to the consultations between officials of the Government of the Republic of Liberia represented by the **Administration of NIMBA County** (hereinafter referred to as the "**Government**") and officials of **United Nations Office for Project Services** (hereinafter referred to as the "**UNOPS**") with respect to the provision of procurement services by UNOPS.
2. In accordance with the terms and conditions of this Letter of Agreement (hereinafter "**LOA**" and/or the "**Letter**"), we confirm our acceptance of the services and works to be provided by UNOPS towards the project, as specified in Annex 1: Description of the Project (hereinafter referred to as the "**Project**"). Close consultations will be held between UNOPS and the Government's representatives on all aspects of the Project.
3. UNOPS shall use its best efforts to ensure that personnel recruited for the Project are of the highest standards of efficiency, competence, and integrity. Recruitment of personnel shall be conducted in accordance with UNOPS Regulations and Rules.
4. UNOPS shall be fully responsible for the development of the Project with due diligence and efficiency, of all services performed by its personnel and for ensuring that all relevant UNOPS regulations and rules are complied with and that the principles of competitive bidding are observed.
5. In carrying out the activities under this LOA, the personnel and sub-contractors of UNOPS shall not be considered in any respect as being the employees or agents of the Government.
6. Any subcontractors assigned by UNOPS to the Project, and under contract with UNOPS, shall work under the supervision of the designated official of UNOPS.
7. Upon signature of this LOA and pursuant to the Budget of Annex II (hereinafter "**Budget**") and the work plan, the Government will make funds available to UNOPS to the following bank account:

Account Name:	United Nations Office for Project Service
Account Number:	323-846017
Bank name:	J.P. Morgan Chase Bank
Bank address:	1166 Avenue of Americas, New York, N.Y. 10036, U.S.A
Bank ABA:	0210 - 00021
Reference:	GOL MIA Procurement

8. UNOPS shall not make any financial commitments or incur any expenses which would exceed the budget for implementing the Project as set forth within this LOA. UNOPS shall regularly consult with the Government concerning the status and use of funds and shall promptly advise the Government any time when UNOPS is aware that the Budget to carry out the Project is insufficient to fully implement the Project. Nevertheless, the Parties agree that the cost estimate of the services and works of the Budget is an estimate and, as such, provisional and subject to change. The Government shall reimburse UNOPS for all costs it may incur or may have incurred to carry out the Project concerned up to the effective date of termination, including: (i) support costs on delivery of project



inputs; (ii) adequate costs arising from any contractual obligation owed by UNOPS to contractors, suppliers or individuals for the requested project services; (iii) reasonable additional costs of winding up any UNOPS internal staffing and administrative arrangements made for the implementation of the requested project services.

9. UNOPS shall maintain separate accounts, records and supporting documentation relating to the Project, including funds received and disbursed by UNOPS. The funds of the Project will be managed and accounted in accordance with UNOPS Regulations and Rules.

10. UNOPS shall submit an interim financial report to the Government, upon conclusion of the services. The final financial report shall be submitted to the Government after 31 March of the following year of the closure of the Project. UNOPS shall also submit such narrative progress reports relating to the Project as may reasonably be required by the Government.

11. Procurement shall be conducted in accordance with UNOPS Regulations and Rule. Title to any equipment and supplies procured with funds from the Government shall rest with the Government until such time as ownership thereof is transferred. Except for equipment whose title has been transferred, all other equipment shall be returned to the Government at the conclusion of the Project.

12. UNOPS and the Government agree that any modification of the Project implementation schedule, expansion of the procurement services and/or the works, any other modification of the terms of the LOA that may affect the development of the Project UNOPS, and/or any change in circumstances outside UNOPS' control that may, in the reasonable opinion of UNOPS, affect the performance of the Project as stated before, will require consultation between the Parties with a view to agreeing on (i) an increase to the estimated costs in the Budget to cover any and all additional costs of the Project; and (ii) a revised administrative fee. If UNOPS is prevented by force majeure from fulfilling its obligations under the LOA, it shall not be deemed in breach of such obligations. UNOPS shall use all reasonable efforts to mitigate the consequences of force majeure. Force majeure as used hereby is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, rebellion, terrorism, revolution, insurrection, civil war, riot, radiation or contaminations by radio-activity; other acts of a similar nature or force. Notwithstanding anything to the contrary, UNOPS shall in no event be liable as a result or consequence of any act or omission on the part of the Government and/or any provincial and/or municipal authorities, including its agents, servants and employees. In the event of third parties claims of any nature against UNOPS arising out of or in connection with the performance of the Services and the Letter during its validity period as provided for in paragraph 13 of the LOA, UNOPS may, in consultation with the Government, pursue settlement of such claims, and the settlement amounts shall be considered eligible expenditure under the LOA. UNOPS' liability shall at all times be limited to the amount of uncommitted funds available under the LOA and, UNOPS shall retain no responsibilities and/or liability whatsoever under the LOA to the Government or any third party after the completion of the Project. Any residual responsibilities and/or liability after the aforementioned date shall be assumed in full by the Government.

13. The arrangements described in this LOA will remain in effect until the end of the Project, or the completion of activities of UNOPS according to Annex 1, or until terminated in writing (with 30 days notice) by either party.

14. Any balance of funds that is un-dispersed and uncommitted after the conclusion of the Project shall be returned to the Government.

15. Any amendment to this LOA shall be effected by mutual agreement, in writing.

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

16. All further correspondence regarding this LOA, other than signed letters of agreement or amendments thereto should be addressed to the Government and UNOPS address below.

17. UNOPS shall keep the Government representative stated below fully informed of all actions undertaken by them in carrying out this Letter.

18. Any controversy or claim arising out of, or in accordance with this LOA, or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation, referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

19. Nothing in this LOA shall be understood as a waiver of the privileges and immunities of the United Nations of which UNOPS is an integral part.

20. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this LOA. Your acceptance shall constitute the basis for UNOPS participation in the implementation of the project.

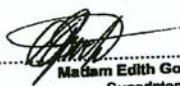
Yours sincerely,  
Signed on behalf of UNOPS



Mr. Nick O'Regan  
UNOPS AFO/KEOC Operations Centre Director & Representative  
Nairobi, Kenya  
nicholaso@unops.org  
Tel: +254-7621120

Date: 10/12/2010

The Government



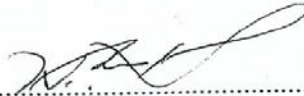
Madam Edith Gongloe-Weh  
Superintendent  
Administration of Nimba County  
Sanniquelle, Liberia  
Tel: 06 37 28 73  
E-mail: egongloe@yahoo.com

Date: .....

# Exhibit A1 Cont'd

*Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013*

**ATTESTED BY**



**Hon. Harrison S. Karnwea, Sr.**

Minister

Ministry of Internal Affairs

Executive Mansion Grounds

Capitol Hill

Monrovia-Liberia

Tel: +231-6-513358; +231-77-513358; +231-5-513358

e-mail: hkarnwea@yahoo.com

Date December 10, 2010

# Exhibit A1 Cont'd

Report of the Auditor General

On Nimba County Social and County Development Funds

For Periods Ended June 30, 2012- June 30, 2013

6	Wheel Backhoe Ref. as a 428E	1
7	Tipper Truck Ref. as a Kerax 6x4 HD, GCW 34t; 16m <sup>3</sup>	1

#### 4. Summary of Budget requirements

In summary, and in line with the above recommendations, UNOPS suggests the budgetary allocation of funds to the total amount of **FIVE MILLION AND SEVEN HUNDRED EIGHTY FIVE USA DOLLARS, (US \$5,785,000).**



# Exhibit A2

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

Republic of Liberia <b>Ministry of Internal Affairs</b> <b>Nimba County Social Development Fund</b>			
<b>Payment Voucher</b>			
County: <u>Nimba</u>		Cnty Code: _____	
Payee: <u>UNDPs</u>		Voucher No.: <u>0218</u>	
Address: <u>1166 AV. America NY</u>		Date: <u>April 2, 2013</u>	
<u>10036 USD</u>			
#	Reason(s) for Payment	Amount	
	Transfer of two hundred; fifty USD to UNDPs as part payment on LDA from County Socia Dev. funds.	\$250,000.00	✓
Total		250,000	✓
Amount in words: <u>Two hundred fifty USD — — — 00/100</u>			
Prepared by: <u>[Signature]</u> Finance Officer		Payment Mode:	
		Cash <input type="checkbox"/>	
Signed by: <u>[Signature]</u> Project Specialist		Check <input type="checkbox"/>	
Approved by: <u>[Signature]</u> County Superintendent		Check No. <input type="text"/>	
		Transferred LBDI: \$m \$#: 56	
Received by:			
Name	Title	Date	Signature
(attached all supporting documents before payment approved)			

# Exhibit A3

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

REPUBLIC OF LIBERIA SOCIAL DEVELOPMENT FUND COMMITTEE (SDFC) NIMBA COUNTY		
<b><u>PAYMENT REQUEST VOUCHER</u></b>		
County: <u>Nimba</u>	County Code: _____	Pre-numbered Form No. <u>34</u>
Payee: <u>UNOPS</u>		Date: <u>Feb. 2, 2011</u>
Title: _____		
Ref.	Purpose	Amount
	For the procurement of three sets of yellow Machine for Nimba County Development	4,771,645 <sup>34</sup>
Total		4,771,645 <sup>34</sup>
Amount in words: <u>Four million Seven hundred seventy-one thousand Six hundred forty-five United States Dollars - <sup>34</sup>/<sub>100</sub></u>		
Prepared by: <u>[Signature]</u>	Accountant	Approved by: <u>[Signature]</u> Superintendent

# Exhibit B1

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013



## REPUBLIC OF LIBERIA THE HONORABLE HOUSE OF REPRESENTATIVES

Capitol Building  
P.O. Box 9005  
Monrovia, Liberia



OFFICE OF REPRESENTATIVE WORLEA-SAYWAH DUNAH  
SECRETARY OF THE NIMBA COUNTY LEGISLATIVE CAUCUS

Hon. Christiana Dagadu  
Superintendent  
Nimba County  
Sanniquellie City, Nimba County

Date: 28-Oct-2012

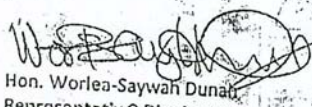
Dear Hon. Dagadu:

We write to extend the sentiments of the Nimba Legislative Caucus and to inform you of the approval of the plan submitted thru your Office for the modernization of the Sanniquellie Sports Stadium and the budget of \$260,000.00USD to prepare Nimba for the hosting of the Regional Phase of the Annual National County Meet in our headquarters.

Our approval of the Plan is based on the fact that when completed it will make the Sports Stadium one of the best in Liberia; and will critically enable our dear County to properly host these sporting events in December of this year. It is important that the modern dressing rooms be built and the seating capacities are improved as well as other works included in the plan.

We will therefore look forward to progress reports and further mandate your office to ensure that the Project is completed on time so that Nimba can proudly host this very important National Sporting Meet.

Sincerely,

  
Signed: Hon. Worlea-Saywah Dunah  
Representative, District # 7

Approved: 

Hon. Prince Y. Johnson  
Chairman / Senior Senator  
Nimba Legislative Caucus



# Exhibit B2

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013



REPUBLIC OF LIBERIA  
THE HONORABLE HOUSE OF REPRESENTATIVES

Capitol Building  
P.O. Box 9005  
Monrovia, Liberia



OFFICE OF REPRESENTATIVE WORLEA-SAYWAH DUNAH  
SECRETARY OF THE NIMBA COUNTY LEGISLATIVE CAUCUS

Mr. Clinton Layweh  
Project Specialist/ Head of PIU  
Nimba County Social Fund  
Sanniquellie City, Nimba County

Date: 28-Oct-2012

Dear Mr. Layweh:

MANDATE FOR MODERNIZATION OF THE SPORTS STADIUM IN SANNIQUELLIE

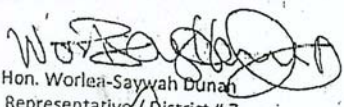
Pursuant to our mandate which identified youth and sport development as one of the core areas for the use of the Social Fund for the development of Nimba County, the Nimba Legislative Caucus hereby informs your Office that based on plans submitted by the Steering Committee, which was endorsed by the County Administration, we have approved the Budget of \$260,000.00usd to completely modernize the County Sports Stadium in Sanniquellie for the hosting of the Regional Phase of the Annual County Meet this year in December.


Furthermore, you are instructed to make the approved amount above available to the Nimba County Sports Steering Committee for said modernization project and to ensure that our Sport Stadium is prepared to host this important National Program.

As you are aware, this mandate is to be executed in line with all the rules governing the Fund and the Financial Management Laws of Liberia; thus you are to play your role as Project Specialist.

Finally the Caucus appreciates your continuous hard work and look forward to a successful work.

Sincerely,

  
Signed: Hon. Worlea-Saywah Dunah  
Representative / District # 7

Approved:   
Hon. Prince Y. Johnson

# Exhibit B3

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013



## Jungle Water Group of Investment

Mining - Produce - General Merchandise - Entertainment - Guest Lodge - Transportation - Petroleum - Frozen Food  
Sanniquellie Main St., Nimba Co. P.O. Box

Rec'd Nov 30/12

-Karmis-

Exhibit B3  
Cont.

November 30, 2012

Hon. Christiana Dakadu  
Superintendent  
Nimba County

Dear Hon. Dakadu:

On October 30, 2012 a Bill of Quantity (BOQ) for works being done at the Nimba County Sports Stadium in Sanniquellie was submitted at your office.

We are pleased to forward these additional documents including Tax Clearance Certificate, Liberia Business Registry and Provisional Construction Certificates as evidence of our existence as a recognized construction company within the country.

Kind regards,

Sincerely yours,

Tomah Seh Floyd, Sr. (Mr.)  
President / CEO

Motto: Our Reputation is the only property we own  
Mobile: +231886518620; +2316516653, +2317250250  
Email: ceojwater@yahoo.com

# Exhibit C

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

## VII. WINNING COMPANIES

### 1. Lot A

The BEP is pleased to report and recommend that these construction companies' bids were the most responsive and so the procuring entity Nimba County Administration needs to award them contracts:

No.	Name of project	Name of Applicant Company	Quoted Amount	County's Amount
1	Bololewee Elem. Sch.	Origin Construction Company	\$ 28,114.04	\$ 28,174.94
2	Lubgeyee Elem. Sch.	West Africa Invest. Comp.	\$ 45,741.12	\$ 46,677.16
3	Gbonnie Elem. Sch.	NO WINNER	NO WINNER	NO WINNER
4	Gbahn Guest House	NO WINNER	NO WINNER	NO WINNER
5	Bunadin Guest House	Jireh Construction Expertise Inc.	\$ 26,662.86	\$ 27,647.94
6	Duo Guest House	Jireh Construction Expertise Inc.	\$ 26,662.86	\$ 27,647.94



# Exhibit D1

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

Republic of Liberia Ministry of Internal Affairs Nimba County Social Development Fund			
Payment Voucher			
County: <u>Nimba</u>		Cnty Code: _____	
Payee: <u>Jungle Water Group of Investment</u>		Voucher No.: <u>0156</u>	
Address: <u>Sankpwehwe</u> <u>Nimba</u>		Date: <u>Oct. 11, 2012</u>	
Reason(s) for Payment			Amount
Payment of arrears for sponsoring the Nimba County team during the 2010/2011 and 2011/2012 County meet. * Funding is sourced from the affected area budget line			<u>71,799</u> <u>21</u>
Total			<u>US\$ 71,799 21</u>
Amount in words: <u>Seventy one Thousand Seven hundred Ninety Nine 21/100 US\$</u>			
Prepared by: <u>[Signature]</u> Finance Officer		Payment Mode:	
Signed by: <u>[Signature]</u> Project Specialist		Cash <input type="checkbox"/>	
Approved by: <u>[Signature]</u> County Superintendent		Check <input checked="" type="checkbox"/>	
		Check No. <u>35913</u>	
Received by: <u>Worlean-Sayeh Danah</u>		<u>[Signature]</u>	
Name _____ Title _____		Date _____ Signature _____	
(attached all supporting documents before payment approved)			
Original Count: _____			



# Exhibit D2

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

U

DK  
CS

**Nimba County Social Development Fund**  
**Project Implementation Unit (PIU)**  
**Sanniquellie City, Nimba County**

**INTER-OFFICE MEMORANDUM**

**To:** Madam Christiana D. Dagadu  
Superintendent, Nimba County

**Thru:** Project Specialist *OKay for payment by 11.10.12*

**From:** Finance Officer *ABC 11/10/12*

**Subj:** Request for Payment Authorization

**Date:** October 11, 2012

Predicated upon the attached instruction and payment request, we request your authorization for payment of the indicated amount of US\$71,799.21 (Seventy One Thousand Seven Hundred Ninety-Nine Dollars Twenty-One Cents) to Mr. Tomah S. Floyd through his company, Jungle Water Group of Investment as refund/arrears for sponsoring the Nimba County team during the 2010/2011 and 2011/2012 County meet.

This funding is sourced from the Affected Areas budget line which will be replaced when the 2011/2012 fund is transferred into the county's account.

Thank you very much for your usual indulgence.

# Exhibit D3

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013



REPUBLIC OF LIBERIA  
THE HONORABLE HOUSE OF REPRESENTATIVES  
Capitol Building  
P.O. Box 9005  
Monrovia, Liberia



Recd 08.10.12  
R

October 8, 2012

Office of Hon. Worlea-Saywah Dunah  
Representative, Electoral District #7,  
Nimba County

Mr. Clinton Layweh  
Project Specialist  
Nimba Mittal Social Fund  
Monrovia, Liberia

Dear Mr. Layweh


The Nimba Legislative Caucus hereby writes to instruct you to effect the payment for the County Meets of 2010/2011 and 2011/2012 arrears totaling \$71,799.21 to which the county owes the Jungle water Enterprise. This represents funds mobilized by the County Leadership to give us an early preparation – these fund carries no interest whatsoever.

As you are aware the last County Council allotted for this item in continuance and consistent with the Saclepea Mandate which specified youth development program as one of the five core areas for use of the funds including agriculture, education, health amongst others. Over the past period, our youth have experienced growth and talents been polished by our support and participation in the annual sport events through the social fund as validated by all of our people in Saclepea.

And consistent with the above, the Nimba Legislative Caucus on October 3, 2012 took this decision to effect the payment at a called meeting which included the County Administration.

Let this therefore constitute your reliance for immediate action.

Sincerely,

  
Worlea-Saywah Dunah  
Secretary  
Nimba Legislative Caucus

# Exhibit D4

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013



REPUBLIC OF LIBERIA  
**THE HONORABLE HOUSE OF REPRESENTATIVES**  
Capitol Building  
P.O. Box 9005  
Monrovia, Liberia



Rec'd 08.10.12  
B

October 8, 2012

Office of Hon. Worlea-Saywah Dunah  
Representative, Electoral District #7,  
Nimba County

Mr. Clinton Layweh  
Project Specialist  
Nimba Mittal Social Fund  
Monrovia, Liberia

Dear Mr. Layweh

The Nimba Legislative Caucus hereby writes to instruct you to effect the payment for the County Meets of 2010/2011 and 2011/2012 arrears totaling \$71,799.21 to which the county owes the Jungle water Enterprise. This represents funds mobilized by the County Leadership to give us an early preparation – these fund carries no interest whatsoever.

As you are aware the last County Council allotted for this item in continuance and consistent with the Saclepea Mandate which specified youth development program as one of the five core areas for use of the funds including agriculture, education, health amongst others. Over the past period, our youth have experienced growth and talents been polished by our support and participation in the annual sport events through the social fund as validated by all of our people in Saclepea.

And consistent with the above, the Nimba Legislative Caucus on October 3, 2012 took this decision to effect the payment at a called meeting which included the County Administration.

Let this therefore constitute your reliance for immediate action.

Sincerely,

Worlea-Saywah Dunah  
**Secretary**  
Nimba Legislative Caucus

# Exhibit D5

Report of the Auditor General

On Nimba County Social and County Development Funds

For Periods Ended June 30, 2012- June 30, 2013

c/c payless \$

002USD21615550724  
Nimba County soc. dev.  
Fund

**L B D I**  
GANTA COMMUNITY BRANCH  
LIBERIA  
Website: www.lbdi.net

USD CHECK NO. CA 03694

MONTH DAY YEAR  
20

Pay to the order of  
Jungle Water Group of Investment  
Ninety thousand  
The sum of  
US\$ 90,000.00  
Ninety thousand US Dollars

payment against amt used  
to sponsor National County  
memo meet 2012/2013

Authorized Signature (S)  
Authorized Signature (S)

NEGOTIABLE IN LIBERIA ONLY



# Exhibit D6

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

**MINISTRY OF INTERNAL AFFAIRS  
COUNTY DEVELOPMENT PROGRAM**

**PAYMENT VOUCHER**

County: Nimba County Cnty Code: 0321  
Payee: Jungle Water Company Voucher No: \_\_\_\_\_  
Address: Sangha Date: 10/09/13

Ref	Reason (s) for Payment	Amount
	Part payment of amount used to sponsor Nimba County for 2012/2013 National county meet. <del>\$100,000</del> total amt. \$100,000	90,000.00
Total		90,000.00

Amount in Words: Ministry of Internal Affairs

Prepared by: [Signature] Assistant Treasurer  
Reviewed by: [Signature] Treasurer  
Attested by: [Signature] PMC Chairman  
Approved by: [Signature] County Superintendent

Payment Mode:  
Cash: ( )  
Check ( ☒ )  
Check No.: 03094

Received by: <u>Temah Floyd</u>	Title: <u>CEO</u>	Date: <u>Oct 9, 2013</u>	Signature: <u>[Signature]</u>
---------------------------------	-------------------	--------------------------	-------------------------------

(Attach all supporting documents before payment is approved)  
Original Copy: File Copy: CDSS with monthly report

# Exhibit D7

Report of the Auditor General

On Nimba County Social and County Development Funds

For Periods Ended June 30, 2012- June 30, 2013

002USD21613550701  
NIMBA CO. SOCIAL DEV. FUND

**LBDI**  
THE LIBERIAN BANK FOR DEVELOPMENT & INVESTMENT  
GANTA COMMUNITY BRANCH  
LIBERIA  
Website: www.lbi.net

USD CHECK NO. CA 6523

MONTH 07 DAY 28 YEAR 2011

Pay to the Order of Morris 2011 AUG 17 Payee US\$ 10,000.00

The sum of Ten thousand dollars US Dollars

memo Payment of  
areas

Authorized Signature (S) [Signature]  
Authorized Signature (S) [Signature]

*limited*

002USD21615550701  
NIMBA CO. SOCIAL DEV. FUND

**LBDI**  
THE LIBERIAN BANK FOR DEVELOPMENT & INVESTMENT  
GANTA COMMUNITY BRANCH  
LIBERIA  
Website: www.lbi.net

USD CHECK NO. CA 6522

MONTH 07 DAY 28 YEAR 2011

Pay to the Order of Michael M. Wiles US\$ 15,000.00

The sum of Fifteen thousand dollars US Dollars

memo Payment of  
areas

Authorized Signature (S) [Signature]  
Authorized Signature (S) [Signature]

*limited*

# Exhibit E

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

REPUBLIC OF Liberia)  
NIMBA COUNTY)

## CONTRACTUAL AGREEMENT

This contract is made and entered into this 10th day July AD 2013 by and between Nimba County Administration represented by its Superintendent, Hon. Christiana Duo Dagadu, Party Of The First Part, hereafter known and referred to as **OWNER** and **Origin Construction Company** represented by its Manager, Mr. Baimbakai S. Massaquoi, Party Of The Second Part, hereafter known and referred to as **CONTRACTOR** hereby agree as follows to wit:

WHEREAS, the **OWNER** has consented to award this contract to the **CONTRACTOR** for the Construction of the **Bololewee Elementary School**, located in Bololewee Town, Nimba County and;

Whereas, the contractor has agreed to implement the project to meet the standards set in the developed Bill of Quantity in conformity with the design of the said project.

Whereas, owner and contractor have agreed and concluded that the contract comes into full effect from the date of Signature,

And that, the contractor shall pre-finance all phases of the contract beginning from phase one to phase three, except phase four which is only retained as warranty payable in forty-five days, and;

Now therefore, the owner and contractor hereto covenant and mutually agree to the following terms and conditions:

## ARTICLE I- Scope of Work

The Scope of Work constitutes Physical construction of an Elementary School in accordance with the job specifications approved by owner as enshrined in the agreed Bill of Quantity which forms part of the contract.



## Exhibit E Cont'd

### ARTICLE II- Duration of Work

It is agreed and understood that all parties fulfilling their respective obligations, under the terms of this contract, the period for completion of the entire works shall be **three months**, commencing from the contract signing date.

### ARTICLE III- CONTRACT PRICE AND PAYMENT SCHEDULE

This cost includes all works to be performed, all materials to be procured and all services to be rendered by the Contractor as indicated and stated in the Scope of Work, referred to as part of the contract document. It is mutually agreed and understood that the contract herein awarded is based on a total amount of **twenty-eight thousand one hundred fourteen Dollars four cents (\$28,114.04)**, payment of the contractor shall be made in the following Manner based upon satisfactory completion of required works and formal request from contractor:

#### i. PHASE ONE - IMPLEMENTATION AND PAYMENT

Upon signing of this Contract, the Contractor shall pre-finance the construction works up to 30%. The works required are as follows:

1. Mobilization/Preliminary work
2. Foundation layout and Excavation (earthworks)
3. Erection of foundation wall and footing
4. Back filling and infilling of foundation
5. Erection of super structure up to window level
6. Digging of well and installation of culverts

Upon completion, the Contractor shall submit detailed progress report including materials consumption, narrative and pictorials on the above mentioned activities to the Owner, through the Development Department, in Maximum thirty (30) days. Owner shall inspect the physical site of the project to reconcile same with report within three (3) days after the report submission and the Project Management Committee ensuring that such reports are verified and in accord with provisions of this agreement.

Based on the first progress report and verification of the satisfactory completion of the First phase of the project, an amount representing 45% payment totaling **twelve thousand six hundred fifty one dollars thirty two cents (\$12,651.32)** will be paid by Owner to contractor in three (3) days after verification.

# Exhibit F

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

REPUBLIC OF Liberia)  
NIMBA COUNTY)

## CONTRACTUAL AGREEMENT

This contract is made and entered into this 10<sup>th</sup> day of July AD 2013 by and between Nimba County Administration represented by its Superintendent, Hon. Christiana Duo Dagadu, Party Of The First Part, hereafter known and referred to as **OWNER** and West Africa Investment Company represented by its Chief Executive Officer Pash Johnson, Party Of The Second Part, hereafter known and referred to as **CONTRACTOR** hereby:

WHEREAS, the **OWNER** has consented to award this contract to the **CONTRACTOR** for the Construction of the Lugbeyee Elementary and Junior High School, located in Lugbeyee Town, Nimba County and;

Whereas, the contractor has agreed to implement the project to meet the standards set in the developed Bill of Quantity for this purpose and

Whereas, owner and contractor have agreed and concluded that the contract comes into full effect from the date of Signature,

And that, the contractor shall pre-finance all phases of the contract beginning from phase one to phase three, except phase four which is only retained as warranty payable in forty-five days, and;

Now therefore, owner and contractor hereto covenant and mutually agree to the following terms and conditions:

### ARTICLE I- Scope of Work

The Scope of Work constitutes Physical construction of an **Elementary and Junior High School** in accordance with the job specifications approved by owner as enshrined in the agreed Bill of Quantity which forms part of the contract.

### ARTICLE II- Duration of Work

it is agreed and understood that all parties fulfilling their respective obligations under the terms of this contract, the period for completion of the entire works shall be three months, commencing from the contract signing date.

## Exhibit F Cont'd

### ARTICLE III- CONTRACT PRICE AND PAYMENT SCHEDULE

This cost includes all works to be performed, all materials to be procured and all services to be rendered by the Contractor as indicated and stated in the Scope of Work, referred to as part of the contract document. It is mutually agreed and understood that the contract herein awarded is based on a total amount of **forty-five thousand seven hundred forty-one dollars twelve cents (\$45,741.12)**, payment of the contractor shall be made in the following Manner based upon satisfactory completion of required works and formal request from contractor:

#### i. PHASE ONE - IMPLEMENTATION AND PAYMENT

Upon signing of this Contract, the Contractor shall pre-finance the construction works up to 30%. The works required are as follows:

1. Mobilization/Preliminary work
2. Foundation layout and Excavation (earthworks)
3. Erection of foundation wall and footing
4. Back filling and infilling of foundation
5. Erecting of the supper structure wall up to window level
6. Digging of well and installation of culverts

Upon completion, the Contractor shall submit detailed progress report including materials consumption, narrative and pictorials on the above mentioned activities to the Owner, through the Development Department, in Maximum thirty (30) days. Owner shall inspect the physical site of the project to reconcile same with report within three (3) days after the report submission and the Project Management Committee (PMC) ensuring that such reports are verified and in accord with provisions of this agreement.

Based on the first progress report and verification of the satisfactory completion of the first phase of the project an amount representing 45% Payment totaling **twenty thousand five hundred eighty three dollars fifty (\$20,583.50)** will be paid by Owner to contractor in three (3) days after verification.

#### ii. PHASE TWO - IMPLEMENTATION AND PAYMENT

Under the second phase, the contractor will ensure that the following works are done applying the pre-financing method

1. Take Super structure up to roof level



# Exhibit G

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

REPUBLIC OF Liberia)  
NIMBA COUNTY)

## CONTRACTUAL AGREEMENT

This contract is made and entered into this 21 day of June AD 2013 by and between Nimba County Administration represented by its Superintendent, Hon. **Christiana Duo Dagadu**, Party Of The First Part, hereafter known and referred to as OWNER and Jireh Construction Expertise Incorporated represented by its General Manager, **Mr. Gabriel Gaigaie**, Party Of The Second Part, hereafter known and referred to as CONTRACTOR hereby

WHEREAS, the OWNER has consented to award this contract to the CONTRACTOR for the Construction of the **Bunadin Guest House**, located in Bunadin Town, Nimba County and;

Whereas, the contractor has agreed to implement the project to meet the standards set in the developed Bill of Quantity for this purpose and

Whereas, owner and contractor have agreed and concluded that the contract comes into full effect from that date of Signature.

And that, the contractor shall pre-finance all phases of the contract beginning from phase one to phase three, except phase four which is only retained as warranty payable in forty-five days, and;

Now therefore, owner and contractor hereto covenant and mutually agreed to the following terms and conditions:

### ARTICLE I- Scope of Work

The Scope of Work constitute Physical construction of a Guest House in accordance with the job specifications approved by owner as enshrine in the agreed Bill of Quantity which forms part of the contract

# Exhibit G Cont'd

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

## ARTICLE II- Construction Period

It is agreed and understood that all parties fulfilling their respective obligations under the terms of this contract, the period for completion of the entire works shall be three months, commencing from the date the first payment is made.

## ARTICLE III- CONTRACT PRICE AND PAYMENT SCHEDULE

This cost includes all works to be performed, all materials to be procured and all services to be rendered by the Contractor as indicated and stated in the Scope of Work, referred to as part of the contract document. It is mutually agreed and understood that the contract herein awarded is based on a total amount of twenty-six thousand six hundred sixty-two Dollars eighty-six cents (\$26,662.86), payment of the contractor shall be made in the following Manner based upon request from contractor.

### i. PHASE ONE - IMPLEMENTATION AND PAYMENT

Upon signing of this Contract, the Contractor shall pre-finance the construction works up to 30%. The works required are as follows:

1. Mobilization/Preliminary work
2. Foundation layout and Excavation (earthworks)
3. Erection of foundation wall and footing
4. Back filling and infilling of foundation
5. Erection of super structure up to foundation level
6. Digging of well and installation of culverts

Upon completion, the Contractor shall submit detailed progress report including materials consumption, narrative and pictorials on the above mentioned activities to the Owner, through the Development Department, in Maximum thirty (30) days. Owner shall inspect the physical site of the project to reconcile same with report within three (3) days after the report submission and the Project Management Committee ensuring that such reports are verified and in accord with provisions of this agreement.

Based on the first progress report and verification of the satisfactory completion of the First phase of the project an amount representing 45% totalling **eleven thousand nine hundred ninety-eight dollars twenty nine cents (\$11,998.29)** will be paid by Owner to contractor in three (3) days after verification.

# Exhibit H1

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

0886570719  
Conf

002USD21615550701  
NTM CO. SOCIAL DEV FUND

L B D I  
GANTA COMMUNITY BRANCH  
LIBERIA  
Website: www.lbdi.net

USD CHECK NO. CA 6971

At 9/8

August 1 2013  
MONTH DAY YEAR

Pay to the Order of Sirah Conductor Expertise, Inc. USS 11,998.29

The sum of Eleven thousand Nine hundred Ninety eight -- 29/100 US Dollars

Payment of those on account  
Buradin Guest house (452 2666286)

memo

NEOTIABLE IN LIBERIA ONLY

Authorized Signature (S) [Signature]  
Authorized Sign [Signature]

# Exhibit H2

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

## ARTICLE III- CONTRACT PRICE AND PAYMENT SCHEDULE

This cost includes all works to be performed, all materials to be procured and all services to be rendered by the Contractor as indicated and stated in the Scope of Work, referred to as part of the contract document. It is mutually agreed and understood that the contract herein awarded is based on a total amount of twenty-six thousand six hundred sixty-two Dollars eighty-six cents (\$26,662.86), payment of the contractor shall be made in the following Manner based upon satisfactory completion of work and request for payment from contractor

### i. PHASE ONE - IMPLEMENTATION AND PAYMENT

Upon signing of this Contract the Contractor shall pre-finance the construction works up to 30%. The works required are as follows:

- 1 Mobilization/Preliminary work
- 2 Foundation layout and Excavation (earthworks)
- 3 Erection of foundation wall and footing
- 4 Back filling and infilling of foundation
- 5 Erection super structure up to foundation level
- 6 Digging of well and installation of culverts

Upon completion, the Contractor shall submit detailed progress report including materials consumption, narrative and pictorials on the above mentioned activities to the Owner, through the Development Department, in Maximum thirty (30) days. Owner shall inspect the physical site of the project to reconcile same with report within three (3) days after the report submission and the Project Management Committee ensuring that such reports are verified and in accord with provisions of this agreement

Based on the first progress report and verification of the satisfactory completion of the First stage of the project an amount representing 45% totalling **eleven thousand nine hundred ninety-eight dollars twenty nine cents (\$11,998.29)** will be paid by Owner to contractor in three (3) days after verification

### ii. PHASE TWO - IMPLEMENTATION AND PAYMENT

Under the second phase of this project, the contractor will ensure that the following works are done applying the pre-financing method.

1. Take Super structure up to roof level



# Exhibit I

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

REPUBLIC OF Liberia)  
NIMBA COUNTY)

## CONTRACTUAL AGREEMENT

This contract is made and entered into this 21 day of June AD 2013 by and between Nimba County Administration represented by its Superintendent, Hon. Christiana Duo Dagadu, Party Of The First Part, hereafter known and referred to as OWNER and Jireh Construction Expertise Incorporated represented by its General Manager, Mr. Gabriel Gaigale, Party Of The Second Part, hereafter known and referred to as CONTRACTOR hereby

WHEREAS, the OWNER has consented to award this contract to the CONTRACTOR for the Construction of the Duo Guest House, located in Duo Town, Nimba County and;

Whereas, the contractor has agreed to implement the project to meet the standards set in the developed Bill of Quantity for this purpose and

Whereas, owner and contractor have agreed and concluded that the contract comes into full effect from the date of Signature,

And that, the contractor shall pre-finance all phases of the contract beginning from phase one to phase three, except phase four which is only retained as warranty payable in forty-five days, and;

Now therefore, owner and contractor hereto covenant and mutually agree to the following terms and conditions

### ARTICLE I- Scope of Work

The Scope of Work constitutes Physical construction of a Guest House in accordance with the job specifications approved by owner as enshrined in the agreed Bill of Quantity which forms part of the contract

### ARTICLE II- Duration of Work

It is agreed and understood that all parties fulfilling their respective obligations under the terms of this contract, the period for completion of the entire works shall be three months, commencing from the signing date of this contract

# Exhibit I Cont'd

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

## ARTICLE III- CONTRACT PRICE AND PAYMENT SCHEDULE

This cost includes all works to be performed, all materials to be procured and all services to be rendered by the Contractor as indicated and stated in the Scope of Work, referred to as part of the contract document. It is mutually agreed and understood that the contract herein awarded is based on a total amount of twenty-six thousand two hundred eighty-two Dollars thirty five cents (\$26,282.35). payment of the contractor shall be made in the following Manner based upon satisfactory completion of work and request for payment from contractor:

### i. PHASE ONE - IMPLEMENTATION AND PAYMENT

Upon signing of this Contract, the Contractor shall pre-finance the construction works up to 30%. The works required are as follows:

1. Mobilization/Preliminary work
2. Foundation layout and Excavation (earthworks)
3. Erection of foundation wall and footing
4. Back filling and infilling of foundation
5. Erection of super structure up to foundation level
6. Digging of well and installation of culverts

Upon completion, the Contractor shall submit detailed progress report including materials consumption, narrative and pictorials on the above mentioned activities to the Owner, through Development Department, in Maximum thirty (30) days Owner shall inspect the physical site of the project to reconcile same with report within three (3) days after the report submission and the Project Management Committee ensuring that such reports are verified and in accord with provisions of this agreement.

Based on the first progress report and verification of the satisfactory completion of the First stage of the project an amount representing 45% payment totalling **eleven thousand eight hundred twenty seven six cents (\$11,827.06)** will be paid by Owner to contractor in three (3) days after verification

### ii. PHASE TWO - IMPLEMENTATION AND PAYMENT

Under the second phase of this project, contractor will ensure that the following works are done applying the pre-financing method.

# Exhibit J

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

0886 ST 0717  
002USD21615550701  
NTM CO. SOCIAL DEV FUND

**L B D I**  
GANTA COMMUNITY BRANCH  
LIBERIA  
Website: www.lbdi.net

USD CHECK NO. CA 6972  
August 1 20 13  
MONTH DAY YEAR

Pay to the Order of Fire Construction Cooperative Inc **US\$ 11,998.79**  
The sum of Eleven thousand nine hundred ninety eight and 79/100 US Dollars  
payment of phase one  
memo  
NEGOTIABLE IN LIBERIA ONLY

Authorized Signature (S)  
Authorized Signature (S)

2013

# Exhibit K

Report of the Auditor General  
On Nimba County Social and County Development Funds  
For Periods Ended June 30, 2012- June 30, 2013

REPUBLIC OF Liberia)  
NIMBA COUNTY)

## CONTRACTUAL AGREEMENT

This contract is made and entered into this 21 day of June AD 2013 by and between Nimba County Administration represented by its Superintendent, Hon. Christiana Duo Dagadu, Party Of The First Part, hereafter known and referred to as OWNER and New Liberia Engineering and Construction Company represented by its General Manager, Mr. Saye S. Mianah, Sr Party Of The Second Part, hereafter known and referred to as CONTRACTOR hereby.

WHEREAS, the OWNER has consented to award this contract to the CONTRACTOR for the Construction of the Gbahn Guest House located in Gbahn Town, Electoral District #8, Nimba County and,

Whereas, the contractor has agreed to implement the project to meet the standards set in the developed Bill of Quantity for this purpose and

Whereas, owner and contractor have agreed and concluded that ~~the contract comes into full effect from the date of Signature.~~

And that, the contractor shall pre-finance all phases of the contract beginning from phase one to phase three, except phase four which is only retained as warranty payable in forty-five days, and;

Now therefore, owner and contractor hereto covenant and mutually agree to the following terms and conditions:

### ARTICLE I- Scope of Work

The Scope of Work constitutes Physical construction of a Guest House in accordance with the job specifications approved by owner as enshrined in the agreed Bill of Quantity which forms part of the contract

### ARTICLE II- Duration of Work

It is agreed and understood that all parties fulfilling their respective obligations under the terms of this contract, ~~the period for completion of the entire works shall be three months,~~ commencing from the contract signing date.

# Exhibit L

Report of the Auditor General

On Nimba County Social and County Development Funds

For Periods Ended June 30, 2012- June 30, 2013

002USD21615550701

NIM CO. SOCIAL DEV FUND

LIBDI

QANTA COMMUNITY BRANCH

LIBERIA

Web site: www.libdi.net

LIBDI 001 #30

USD CHECK NO. CA 6963

MONTH DAY YEAR  
July 23 20 13

New Liberia Engineering Firm, Inc. US\$ 11,827.06

Pay to the Order of

Eleven thousand eight hundred twenty seven - 06/100  
US Dollars

The sum of

45% of \$26,282.55 representing  
Phase one of Libahin Guest House

Authorized Signature(s)

*Chinedu*