

GOVERNO DO ESTADO DO CEARÁ

INCLUI-SE NO EXPEDIENTE
EM 16/04/97
PRESIDENTE

Mensagem N.º 6.293 ^{OK}

AUTORIZA O CHEFE DO PODER EXECUTIVO A RECEBER
DOAÇÃO QUE INDICA E DÁ OUTRAS PROVIDÊNCIAS.
(PROGERIRH - R\$ 16,000,000)

Presidência da Assembleia Legislativa

REG. N.º 57

Em 16 de abril de 1997

Leiricia de Fátima
Serviço de Protocolo

✓ Autógrafo N.º 17

30.04.97

Emendas 04



MENSAGEM Nº 6.293

ESTADO DO CEARÁ

Fortaleza, 16 de abril de 1997

Senhor Presidente,

Tenho a honra de encaminhar a essa Augusta Assembléia Legislativa o incluso Projeto de Lei para que seja autorizada a realização de recebimento de doação, de fundos de doação do Japão, administrados pelo BIRD - BANCO INTERNACIONAL DE RECONSTRUÇÃO E DESENVOLVIMENTO, destinados ao fortalecimento da estrutura operacional do Programa de Gerenciamento e Integração dos Recursos Hídricos do Estado do Ceará - PROGERIRH, e de execução do seu Projeto Piloto.

Face a magnitude deste Programa, um extremo cuidado tem sido aplicado na antecipação e na implementação de medidas que venham aperfeiçoar as estruturas de gestão dos recursos hídricos estaduais, muitas das quais ainda em fase de consolidação, de modo que não venha a prejudicar, no futuro, o ritmo projetado para a implementação do Programa.

Ficou evidenciada, então, a necessidade de se iniciar o PROGERIRH mediante um Projeto Piloto, de modo a avançar na definição dos aspectos mais abrangentes da política de gestão das águas e na consolidação do arcabouço institucional para sua implementação e operacionalização.

O Projeto Piloto desenvolvido a partir destas premissas, permitirá as concepções básicas de um programa de maior alcance, baseado na interligação de bacias hidrográficas do Estado, o mencionado PROGERIRH.

**EXMO. SR.
DEPUTADO LUIS ALBERTO VIDAL PONTES
DIGNÍSSIMO PRESIDENTE DA ASSEMBLÉIA LEGISLATIVA
DO ESTADO DO CEARÁ**

NESTA/



ESTADO DO CEARÁ



O Projeto Piloto será desenvolvido em 3 (três) áreas, selecionadas como representativas das condições em que o PROGERIRH será implantado:

- área das bacias metropolitanas de Fortaleza;
- área situada no baixo vale do rio Jaguaribe (região compreendida entre os municípios de Jaguaruana e Icapui);
- área do Planalto da Ibiapaba e parte da bacia do rio Acaraú.

O Projeto Piloto proporcionará a oportunidade de exame, teste e aperfeiçoamento, de modo preciso, das relações institucionais e metodológicas a serem implantadas de forma mais ampla, assim como deverá também fornecer suporte financeiro para a preparação detalhada do PROGERIRH, a um nível necessário à sua avaliação e posterior implementação.

A estratégia do Governo Estadual prevê, com a implantação do Projeto Piloto, maximizar a eficiência e a eficácia dos órgãos integrantes do Sistema de Gerenciamento dos Recursos Hídricos - SIGERH - potencializando sua capacidade de atuação.

A doação japonesa, cuja liberação é administrada pelo BIRD, no valor de ¥16.000.000 (Dezesseis milhões de ienes), permitirá a capacitação dos técnicos envolvidos no Programa, bem como a contratação de pequenos serviços de consultoria necessários a fortalecer o início do Projeto Piloto previsto para julho/97.

A aplicação dos recursos da citada doação terá validade até 30 de setembro de 1997, ou uma data posterior a critério do BIRD.

Diante das considerações expostas, e tendo em vista que o objeto da doação de que trata o Projeto de Lei anexo reveste-se de grande importância para o alcance dos



ESTADO DO CEARÁ



objetivos do atual Governo, solicito de Vossa Excelência a valiosa colaboração e o necessário apoio à presente proposta.

No ensejo, formulo a V. Exa. Protestos de elevada consideração e respeito.

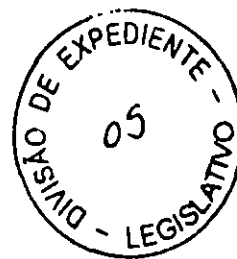
PALÁCIO DO GOVERNO DO ESTADO DE CEARÁ, em Fortaleza, aos 16 de abril de 1997.

TASSO RIBEIRO JEREISSATI

Governador do Estado do Ceará



ESTADO DO CEARÁ



PROJETO DE LEI

AUTORIZA O CHEFE DO PODER
EXECUTIVO A RECEBER DOAÇÃO
QUE INDICA E DÁ OUTRAS
PROVIDÊNCIAS.

Art. 1º - Fica o Chefe do Poder Executivo autorizado a receber doação de
¥16,000,000 (Dezesseis milhões de ienes), de fundos de doação do Japão,
administrados pelo BIRD - BANCO INTERNACIONAL DE RECONSTRUÇÃO E
DESENVOLVIMENTO, destinados ao fortalecimento da estrutura operacional de
preparação do Programa de Gerenciamento e Integração dos Recursos hídricos do
Estado do Ceará - PROGERIRH, e de execução do seu Projeto Piloto.

Art. 2º - Esta Lei entrará em vigor na data da sua publicação, revogadas as
disposições em contrário.

PALÁCIO DO GOVERNO DO ESTADO DO CEARÁ, em Fortaleza, aos de abril
de 1997.

TASSO RIBEIRO JEREISSATI

Governador do Estado

HYPERIDES PEREIRA DE MACÊDO

Secretário dos Recursos Hídricos



GRANT NUMBER TF 029192

Japanese Grant Agreement

(Northeast Water Resources Management Project - Ceará)

between

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

as Administrator of Grant Funds
provided by JAPAN

and

STATE OF CEARÁ

Dated October 14, 1996



GRANT NUMBER TF 029192

JAPANESE GRANT AGREEMENT

AGREEMENT, dated *October 14*, 1996, between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank), acting as Administrator (the Administrator) of grant funds provided by JAPAN (Japan), and STATE OF CEARÁ (the Recipient).

WHEREAS (A) pursuant to a letter agreement dated July 30, 1990, between Japan and the Bank and International Development Association (the Association), Japan has requested the Bank and the Association, and the Bank and the Association have agreed, to administer grant funds to be made available by Japan for the financing of certain programs and projects supported by the Bank and the Association, as the case may be, in accordance with the provisions of such letter agreement;

WHEREAS (B) Japan has agreed to make available to the Recipient a grant out of said grant funds (the Grant) to finance the cost of carrying out the technical assistance described in Schedule 2 to this Agreement (the Technical Assistance) on the terms and conditions hereinafter set forth;

WHEREAS (C) the Government of the Federative Republic of Brazil (Brazil), has approved the preparation of the project for which the Technical Assistance will be provided;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. (a) The following provisions of the General Conditions Applicable to Loan and Guarantee Agreements of the Bank, dated January 1, 1985, with the modifications set forth in paragraph (b) of this Section (the General Conditions) constitute an integral part of this Agreement:

- (i) Article I;
- (ii) Sections 2.01 (1), (2), (3), (4), (6), (8), (9), (10), (11), (18) and (20), 2.02 and 2.03;

- (iii) Section 3.01;
 - (iv) Section 4.01 and the first sentence of Section 4.09;
 - (v) Article V;
 - (vi) Sections 6.01, 6.02 (a), (c), (d), (e), (i) and (k), 6.03, 6.04 and 6.06;
 - (vii) Sections 9.01 (a), 9.04, 9.05, 9.06, 9.07, 9.08 and 9.09;
 - (viii) Section 10.03; and
 - (ix) Article XI.
- (b) The General Conditions shall be modified as follows:
- (i) the term "Bank", wherever used in the General Conditions, other than in Section 2.01 (8), and the last use of such term in Section 5.01 thereof, means the International Bank for Reconstruction and Development acting as Administrator of the Grant pursuant to the letter agreement between Japan and the Bank and the Association referred to in Recital (A) of this Agreement, except that, in Section 6.02, the term "Bank" shall also include the International Bank for Reconstruction and Development acting in its own capacity;
 - (ii) the term "Borrower", wherever used in the General Conditions, means the Recipient;
 - (iii) the term "Loan Agreement", wherever used in the General Conditions, means this Agreement;
 - (iv) the term "Loan", wherever used in the General Conditions, means the Grant;
 - (v) the term "Loan Account", wherever used in the General Conditions, means the Grant Account, an account opened by the Administrator on its books in the name of the Recipient to which the amount of the Grant is credited;





(vi) the term "Project", wherever used in the General Conditions, means the technical assistance described in Schedule 2 to this Agreement; and

(vii) Section 4.01 shall be modified to read:

"Withdrawals from the Grant Account shall be made in \$; provided, however, that if the expenditures to be financed out of the Grant have been paid or are payable in another currency, the Administrator shall, at the request of the Recipient, purchase such currency with the proceeds of such withdrawal."

Section 1.02. Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions and in the Recitals to this Agreement have the respective meanings therein set forth, and the following terms have the following meanings:

(a) "Special Account" means the account referred to in Section 2.02 (b) of this Agreement; and

(b) "yen" and "¥" mean the currency of Japan.

ARTICLE II

The Grant

Section 2.01. The Administrator agrees to make available to the Recipient, on the terms and conditions set forth or referred to in this Agreement, the Grant in an amount of sixteen million yen (¥16,000,000).

Section 2.02. (a) The amount of the Grant may be withdrawn from the Grant Account in accordance with the provisions of Schedule 1 to this Agreement, as such Schedule may be amended from time to time by agreement between the Recipient and the Administrator, for expenditures made (or, if the Administrator shall so agree, to be made) in respect of the reasonable cost of goods and services required for the carrying out of the Technical Assistance and to be financed out of the Grant.

(b) The Recipient may, for the purposes of the Technical Assistance, open and maintain in Dollars a special deposit account in a commercial bank on terms and conditions satisfactory to the Administrator, including appropriate protection against

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set-off, seizure or attachment. Deposits into, and payments out of, the Special Account shall be made in accordance with the provisions of Schedule 4 to this Agreement.

Section 2.03. The Closing Date shall be September 30, 1997 or such later date as the Administrator shall establish. The Administrator shall promptly notify the Recipient of such later date.

ARTICLE III

Execution of the Technical Assistance

Section 3.01. The Recipient shall carry out the Technical Assistance with due diligence and efficiency and in conformity with appropriate administrative and financial practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Technical Assistance.

Section 3.02. Except as the Administrator shall otherwise agree, procurement of the consultants' services required for the Technical Assistance and to be financed out of the Grant shall be governed by the provisions of Schedule 3 to this Agreement.

Section 3.03. (a) The Recipient shall maintain records and separate accounts adequate to reflect in accordance with sound accounting practices the operations, resources and expenditures in respect of the Technical Assistance of the departments or agencies of the Recipient responsible for the carrying out of the Technical Assistance or any part thereof.

(b) The Recipient shall:

- (i) have the records and accounts referred to in paragraph (a) of this Section, including those for the Special Account, for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Administrator;
- (ii) furnish to the Administrator as soon as available, but in any case not later than six months after the end of each such year, the report of such audit by said auditors, of such scope and in such detail as the Administrator shall have reasonably requested; and





- (iii) furnish to the Administrator such other information concerning said records and accounts and the audit thereof as the Administrator shall from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the Grant Account were made on the basis of statements of expenditure, the Recipient shall:

- (i) maintain or cause to be maintained, in accordance with paragraph (a) of this Section, records and accounts reflecting such expenditures;
- (ii) retain, until at least one year after the Administrator has received the audit report for the fiscal year in which the last withdrawal from the Grant Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;
- (iii) enable the Administrator's representatives to examine such records; and
- (iv) ensure that such records and accounts are included in the annual audit referred to in paragraph (b) of this Section and that the report of such audit contains a separate opinion by said auditors as to whether the statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals.

ARTICLE IV

Remedies of the Administrator

Section 4.01. Pursuant to Section 6.02 (k) of the General Conditions, the following additional events are specified:

- (a) Brazil or any other authority shall have taken any action, which, in the opinion of the Administrator, may adversely affect, prevent, or interfere with, the carrying out of the Technical Assistance or the performance by the Recipient of any of its obligations under this Agreement.

(b) Brazil shall have failed to afford a reasonable opportunity for representatives of the Administrator to visit any part of its territory for purposes related to the Technical Assistance.

(c) Brazil: (i) shall have been suspended from membership in or ceased to be a member of the Bank; or (ii) shall have ceased to be a member of the International Monetary Fund.

(d) Any taxes shall have been levied, in the territory of Brazil, on or in connection with the execution, delivery or registration of this Agreement.

(e) Brazil shall have failed to make payment of principal or interest or any other amount due to the Bank or the Association under: (i) any loan or guarantee agreement between Brazil and the Bank; or (ii) in consequence of any guarantee or other financial obligation of any kind extended by the Bank to any third party with the agreement of Brazil; or (iii) under any development credit agreement between Brazil and the Association.

(f) The Bank or the Association shall have suspended in whole or in part the right of Brazil to make withdrawals under any loan agreement with the Bank or any development credit agreement with the Association because of a failure by Brazil to perform any of its obligations under such agreement or any guarantee agreement with the Bank.

ARTICLE V

Arbitration

Section 5.01. Any dispute arising out of or relating to this Agreement which is not settled by agreement of the parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules (excluding Article 26 thereof) in force on the date of this Agreement. The place of arbitration shall be Washington, D.C., United States of America.

ARTICLE VI

Effectiveness; Termination

Section 6.01. This Agreement shall become effective upon its execution by the parties hereto.





Section 6.02. This Agreement shall continue in effect until the Grant has been fully disbursed and the parties to this Agreement have fulfilled all their obligations thereunder.

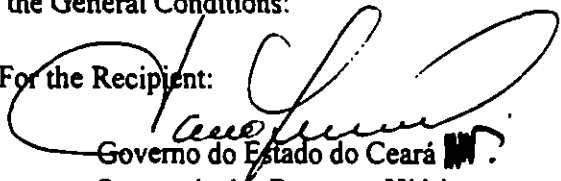
ARTICLE VII

Representation

Section 7.01. The Governor of the State of Ceará is designated as representative of the Recipient for the purposes of Section 11.03 of the General Conditions.

Section 7.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Recipient:


Governo do Estado do Ceará
Secretaria dos Recursos Hídricos,
Rua Antonio Augusto, 555,
CEP 60.110.370
Fortaleza - CE
Brazil

With copy to:

Ministério do Planejamento e Orçamento
Secretaria de Assuntos Internacionais
Esplanada dos Ministérios, Bloco "K"- 5º- andar
70.040.906, Brasília, D.F.
Brazil

Telex:

611146



For the Administrator

Director
Country Department I
Latin America and the Caribbean
International Bank for
Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

INTBAFRAD
Washington, D.C.

Telex:

248423 (MCI) or
64145 (MCI)



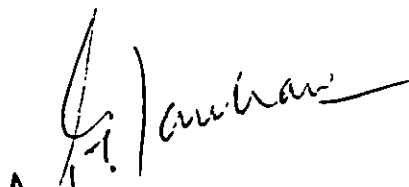


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IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
as Administrator of the Grant

By


Acting Regional Vice President
Latin America and the Caribbean

STATE OF CEARÁ

By


YASSU RIBEIRO JEREISSATI
Governador do Estado
Authorized Representative



SCHEDULE 1

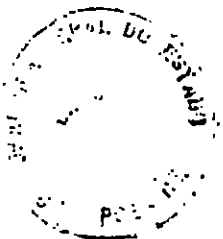
Withdrawal of the Grant

1. The table below sets forth the Category of items to be financed out of the Grant, the allocation of the amount of the Grant to such Category and the percentage of expenditures for items so to be financed in such Category:

<u>Category</u>	<u>Amount of the Grant Allocated (Expressed in yen)</u>	<u>% of Expenditures to be Financed</u>
1. Consultants' services	16,000,000	100%
Total	<u>16,000,000</u>	

2. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures prior to the date of this Agreement.

3. The Administrator may require withdrawals from the Grant Account to be made on the basis of statements of expenditures for expenditures under contracts for consulting firms costing less than the equivalent of \$100,000 and for individual consultants costing less than the equivalent of \$50,000, under such terms and conditions as the Administrator shall specify by notice to the Recipient.





SCHEDULE 2

Description of Technical Assistance

Provision of technical assistance in the preparation of components for the development of an integrated water resources management for the State of Ceará, consisting of studies and other activities required for:

- (a) inventory and analysis of existing data, studies and information available concerning the legal, regulatory, institutional and technical framework for the management of water resources within the territory of the Recipient;
- (b) development of a strategy for the implementation of a sound legal, regulatory and institutional strategy for the management of water resources which emphasizes the integrated operation of basins, the participation of the users in the management process and the decentralization of management and decision-making to the lowest practical level;
- (c) design and development of a hydro-meteorological monitoring system to provide adequate data for real-time decisions in the management of water resources within the basins; and
- (d) design of projects for the implementation and testing of water resource management strategies and preparation of these projects for financing.

Revised

SCHEDULE 3

Consultants' Services

Section I. Employment of Consultants

1. Consultants' services shall be procured in accordance with the provisions of the "Guidelines for the Use of Consultants by World Bank Borrowers and by the World Bank as Executing Agency" published by the Bank in August 1981. For complex, time-based assignments, the Recipient shall employ such consultants under contracts using the standard form of contract for consultants' services issued by the Bank for the use of its borrowers with such modifications as shall have been agreed by the Administrator. Where no relevant standard contract documents have been issued by the Bank, the Recipient shall use other standard forms agreed with the Administrator.

2. Notwithstanding the provisions of paragraph 1 of this Section, the provisions of the Consultant Guidelines requiring prior review or approval of budgets, short lists, selection procedures, letters of invitation, proposals, evaluation reports and contracts by the Administrator, shall not apply to (a) contracts for the employment of consulting firms estimated to cost less than \$100,000 equivalent each or (b) contracts for the employment of individual consultants estimated to cost less than \$50,000 equivalent each. However, said exceptions to prior review by the Administrator shall not apply to (a) the terms of reference for such contracts, (b) single-source selection of consulting firms, (c) assignments of a critical nature, as reasonably determined by the Administrator, (d) amendments to contracts for the employment of consulting firms raising the contract value to \$100,000 equivalent or above, or (e) amendments to contracts for the employment of individual consultants raising the contract value to \$50,000 equivalent or above.



SCHEDULE 4

Special Account

1. For the purposes of this Schedule:
 - (a) the term "eligible Category" means the Category set forth in the table in paragraph 1 of Schedule 1 to this Agreement;
 - (b) the term "eligible expenditures" means expenditures in respect of the reasonable cost of goods and services required for the Technical Assistance and to be financed out of the amount of the Grant allocated from time to time to the eligible Category in accordance with the provisions of Schedule 1 to this Agreement; and
 - (c) the term "Authorized Allocation" means the amount of \$200,000 to be withdrawn from the Grant Account and deposited into the Special Account pursuant to paragraph 3 (a) of this Schedule.
2. Payments out of the Special Account shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.
3. After the Administrator has received evidence satisfactory to it that the Special Account has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account shall be made as follows:
 - (a) For withdrawals of the Authorized Allocation, the Recipient shall furnish to the Administrator a request or requests for a deposit or deposits which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Administrator shall, on behalf of the Recipient, withdraw from the Grant Account and deposit in the Special Account such amount or amounts as the Recipient shall have requested.
 - (b)
 - (i) For replenishment of the Special Account, the Recipient shall furnish to the Administrator requests for deposits into the Special Account at such intervals as the Administrator shall specify.
 - (ii) Prior to or at the time of each such request, the Recipient shall furnish to the Administrator the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Administrator shall, on behalf of the Recipient, withdraw from the Grant

Handwritten signature

Account and deposit into the Special Account such amount as the Recipient shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Account for eligible expenditures. All such deposits shall be withdrawn by the Administrator from the Grant Account under the respective eligible Category, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Recipient out of the Special Account, the Recipient shall, at such time as the Administrator shall reasonably request, furnish to the Administrator such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Administrator shall not be required to make further deposits into the Special Account:

(a) if, at any time, the Administrator shall have determined that all further withdrawals should be made by the Recipient directly from the Grant Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement;

(b) if the Recipient shall have failed to furnish to the Administrator, within the period of time specified in Section 3.03 (b) (ii) of this Agreement, any of the audit reports required to be furnished to the Administrator pursuant to said Section in respect of the audit of the records and accounts for the Special Account;

(c) if, at any time, the Administrator shall have notified the Recipient of its intention to suspend in whole or in part the right of the Recipient to make withdrawals from the Grant Account pursuant to the provisions of Section 6.02 of the General Conditions; or

(d) once the total unwithdrawn amount of the Grant allocated to the eligible Category, less the amount of any outstanding special commitment entered into by the Administrator pursuant to Section 5.02 of the General Conditions with respect to the Technical Assistance, shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawal from the Grant Account of the remaining unwithdrawn amount of the Grant allocated to the eligible Category shall follow such procedures as the



Administrator shall specify by notice to the Recipient. Such further withdrawals shall be made only after and to the extent that the Administrator shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Administrator shall have determined at any time that any payment out of the Special Account: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Administrator, the Recipient shall, promptly upon notice from the Administrator: (A) provide such additional evidence as the Administrator may request; or (B) deposit into the Special Account (or, if the Administrator shall so request, refund to the Administrator) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Administrator shall otherwise agree, no further deposit by the Administrator into the Special Account shall be made until the Recipient has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Administrator shall have determined at any time that any amount outstanding in the Special Account will not be required to cover further payments for eligible expenditures, the Recipient shall, promptly upon notice from the Administrator, refund to the Administrator such outstanding amount.

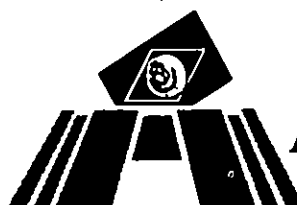
(c) The Recipient may, upon notice to the Administrator, refund to the Administrator all or any portion of the funds on deposit in the Special Account.

(d) Refunds to the Administrator made pursuant to paragraphs 6 (a), (b) and (c) of this Schedule shall be credited to the Grant Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.

Reid



REQUERIMENTO 1006/97
PROTOCOLO DE ENTRADA NO EXPEDIENTE
LEGISLATIVO
EM 7/4/97 REC. POR 02



Ceará
**Assembléia
Legislativa**

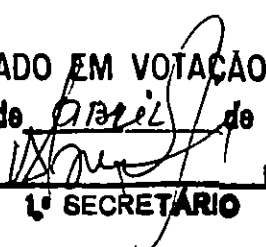
O poder é do povo.



EXMO. SR. PRESIDENTE DA ASSEMBLÉIA LEGISLATIVA DO ESTADO DO CEARÁ

APROVADO EM VOTAÇÃO ÚNICA

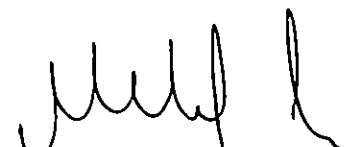
Em 23 de Abril de 1997


1º SECRETÁRIO

REQUER URGÊNCIA PARA A
MENSAGEM No. 6.293, QUE AUTORIZA
O CHEFE DO PODER EXECUTIVO A
RECEBER DOAÇÃO QUE INDICA E DÁ
OUTRAS PROVIDÊNCIAS.

Deputado infra assinado, no uso de suas prerrogativas regimentais, em especial a constante dos artigos 279 e seguintes, requer seja posto em Regime de Urgência, para assim ser considerado até final da Tramitação, o Projeto de Lei que acompanha a Mensagem No. 6.293.

SALA DAS SESSÕES, EM 17 DE ABRIL DE 1997


DEPUTADO MANOEL VERAS
LÍDER DO GOVERNO

Em 22/04/97
Comis. Orçamento

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REQUERIMENTO Nº 1006/97
MENSAGEM Nº 1
PROJETO D. 9
VETO AO ANTOGAFU DE L. Nº 1
CORRESPONDÊNCIA ()
LIDO NO EXP. DIANTE TRIBUNA DA 31ª SESSÃO Ord.
() ANTECIPAÇÃO A C. P. DO DIA
(X) FOLGUEIRA DO DIA DA PRÓXIMA SESSÃO ORDINÁRIA
() ATUALIZAÇÃO EM P. A
() PREJUDICADO "em"
() ENTREGA DO REQUERIMENTO
() ENC. PRESIDÊNCIA
() ENC. JUSTIÇA
PLENÁRIO 13 17 7 199 7
P

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SAQEM No. 6.293.794

OBJETO DE: N°

AO AUTÓGRAFO DE LEI Nº

1.5 RESPOSTA ()

NO EXPEDIENTE / TRIBUNA DA 52ª SESSÃO

INCLUA-SE NA ORDEM DO DIA

INCLUA-SE NA ORDEM DO DIA DA PRÓXIMA SESSÃO ORDINÁRIA.

X) PUBLICADO E INCLUIR EM PAUL

PRELU : 79. Item V)

ENTRE O DIA DO ATO DE REQUERIMENTO

ENCARTE Nº 04 GABINETE DA PRESIDÊNCIA

ENCAMINHA-SE A COMISSÃO DE CONSTITUICAO E JUSTIÇA.

.. 13 MAR 1964



EMENDA Nº 01

Altera o Art. 2º, do Projeto de Lei que acompanha a Mensagem Nº 6.293, que autoriza o Chefe do Poder Executivo a receber doação e dá outras providências.

Art. 1º - O Art. 2º do Projeto de Lei que acompanha a Mensagem Nº 6.293 passa a ter a seguinte redação:

“Art. 2º - Fica o Chefe do Poder Executivo autorizado a abrir, adicional ao vigente orçamento da Secretaria dos Recursos Hídricos, crédito adicional suplementar de R\$ 160.000,00 (cento e sessenta e mil reais), na classificação orçamentária a seguir:

- 29000000 - Secretaria dos Recursos Hídricos
- 29100004 - Departamento de Recursos Hídricos e Obras Hidráulicas
- 09 - Energia e Recursos Minerais
- 54 - Recursos Hídricos
- 297 - Regularização de Cursos d'Água
- 026 - Complementar a Infra-Estrutura de Águas Superficiais
- 70.384 - Construção de Estruturas Hidráulicas de Integração de Bacias - PROGERIRH
- 411000 - Obras e Instalações R\$ 160.000,00
- 80 - Convênios com Órgãos Internacionais - Administração Direta



Parágrafo Único - Os recursos necessários à abertura do crédito de que trata o *caput* deste artigo decorrem de acordo firmado entre o Governo do Estado do Ceará e o Banco Internacional da Reconstrução Nacional - BIRD (cópia anexa)."

Art. 2º - O Art. 2º do Projeto de Lei que acompanha a Mensagem Nº 6.293 fica renumerado para Art. 3º, permanecendo inalterada a sua redação.

SALA DAS COMISSÕES DA ASSEMBLÉIA LEGISLATIVA DO ESTADO DO CEARÁ, aos 29 de abril de 1997.


Deputado Mauro Filho
P S D B

JUSTIFICATIVA

A presente emenda inclui artigo que autoriza a abertura do crédito adicional suplementar, informando detalhadamente a classificação orçamentária, o que permitirá ao Poder Executivo a aplicação dos recursos provenientes da doação de que trata a Mensagem 6.293, no montante de R\$ 160.000,00 (cento e sessenta mil reais).

PARECER FINAL



MATÉRIA: Mensagem nº 6.293, que autoriza ao
Poder Executivo a receber a doação de
16.000.000 de IENES para o PROGERIKH.

RELATOR: Dep Eudoro Santana

PARECER: Favorável ao Projeto de Lei e à Emenda
nº 1

FORTALEZA, 30 DE abril DE 1997

[Assinatura]
RELATOR

POSIÇÃO DA COMISSÃO: Aprovação unânime do Projeto de Lei
e da Emenda Nº 1

DESTINAÇÃO DA MATÉRIA: _____

FORTALEZA, 30 DE abril DE 1997

[Assinatura]
PRESIDENTE DA COMISSÃO



COMISSÃO DE CONSTITUIÇÃO, JUSTIÇA E REDAÇÃO

DESÍGNO RELATOR O SR. DEPUTADO

Manuel Peres
Comissão de Justiça, em 30 de maio de 1997
[Assinatura]
Presidente

PARECER

Parecer favorável a Emenda 6293 e
a emenda (1) que acompanha o projeto.

[Assinatura]
RELATOR

APROVADO O PARECER

Comissão de Justiça, em 30 de maio de 1997
[Assinatura]
Presidente

ENCAMINHE-SE À MESA DIRETORA

Comissão de Justiça, em 30 de maio de 1997
[Assinatura]
Presidente

1

APROVADO EM VOTAÇÃO ÚNICA
Em 30 de abril de 1997

1.º SECRETÁRIO



REDAÇÃO FINAL DA MENSAGEM Nº 6293/97

Autoriza o Chefe do Poder Executivo a receber doação que indica e dá outras providências.

A ASSEMBLÉIA LEGISLATIVA DO ESTADO DO CEARÁ

DECRETA:

Art. 1º. Fica O Chefe do Poder Executivo autorizado a receber doação de ¥ 16,000,000 (Dezesseis milhões de ienes), de fundos de doação do Japão, administrados pelo BIRD - Banco Internacional de Reconstrução e Desenvolvimento, destinados ao fortalecimento da estrutura operacional de preparação do Programa de Gerenciamento e Integração dos Recursos Hídricos do Estado do Ceará - PROGERIRH, e de execução do seu Projeto Piloto.

Art. 2º. Fica o Chefe do Poder Executivo autorizado a abrir, adicional ao vigente orçamento da Secretaria dos Recursos Hídricos, crédito adicional suplementar de R\$ 160.000,00 (cento e sessenta mil reais), na classificação orçamentária a seguir:

29000000	Secretaria dos Recursos Hídricos	
29100004	Departamento de Recursos Hídricos e Obras Hidráulicas	
09	Energia e Recursos Minerais	
54	Recursos Hídricos	
297	Regularização de Cursos d'água	
026	Complementar a Infra-Estrutura de Águas Superficiais	
70.384	Construção de Estruturas Hidráulicas de Integração de Bacias - PROGERIRH	
411000	Obras e Instalações	R\$ 160.000,00
80	Convênios com Órgãos Internacionais - Administração Direta.	

Parágrafo único. Os recursos necessários à abertura do crédito de que trata o *caput* deste artigo decorrem de acordo firmado entre o Governo do Estado do Ceará e o Banco Internacional da Reconstrução Nacional - BIRD.

Art. 3º. Esta Lei entrará em vigor na data de sua publicação, revogadas as disposições em contrário.

PAÇO DA ASSEMBLÉIA LEGISLATIVA DO ESTADO DO CEARÁ, em Fortaleza, aos 30 de abril de 1997.

PRESIDENTE

RELATOR

Sanciono. Publique-se
como Lei.
Em: 20 / 05 / 97
GOVERNADOR DO ESTADO

LEI Nº 12.695, de 20.05.97



AUTÓGRAFO NÚMERO DEZESSETE

Autoriza o Chefe do Poder Executivo a receber doação
que indica e dá outras providências.

A ASSEMBLÉIA LEGISLATIVA DO ESTADO DO CEARÁ

DECRETA:

Art. 1º. Fica O Chefe do Poder Executivo autorizado a receber doação de ¥ 16,000,000 (Dezesseis milhões de ienes), de fundos de doação do Japão, administrados pelo BIRD - Banco Internacional de Reconstrução e Desenvolvimento, destinados ao fortalecimento da estrutura operacional de preparação do Programa de Gerenciamento e Integração dos Recursos Hídricos do Estado do Ceará - PROGERIRH, e de execução do seu Projeto Piloto.

Art. 2º. Fica o Chefe do Poder Executivo autorizado a abrir, adicional ao vigente orçamento da Secretaria dos Recursos Hídricos, crédito adicional suplementar de R\$ 160.000,00 (cento e sessenta mil reais), na classificação orçamentária a seguir:

29000000	Secretaria dos Recursos Hídricos	
29100004	Departamento de Recursos Hídricos e Obras Hidráulicas	
09	Energia e Recursos Minerais	
54	Recursos Hídricos	
297	Regularização de Cursos d'água	
026	Complementar a Infra-Estrutura de Águas Superficiais	
70.384	Construção de Estruturas Hidráulicas de Integração de Bacias - PROGERIRH	
411000	Obras e Instalações	R\$ 160.000,00
80	Convênios com Órgãos Internacionais - Administração Direta.	

Parágrafo único. Os recursos necessários à abertura do crédito de que trata o *caput* deste artigo decorrem de acordo firmado entre o Governo do Estado do Ceará e o Banco Internacional da Reconstrução Nacional - BIRD.

Art. 3º. Esta Lei entrará em vigor na data de sua publicação, revogadas as disposições em contrário.

PAÇO DA ASSEMBLÉIA LEGISLATIVA DO ESTADO DO CEARÁ, em Fortaleza, aos 30 de abril de 1997.

DEP. LUIZ PONTES
PRESIDENTE

DEP. TEODORICO MENEZES
1º VICE-PRESIDENTE

DEP. JOSÉ SARTO
2º VICE-PRESIDENTE
DEP. WELINGTON LANDIM
1º SECRETÁRIO

DEP. RICARDO ALMEIDA
2º SECRETÁRIO

DEP. PEDRO TIMBÓ
3º SECRETÁRIO

DEP. VALDOMIRO TÁVORA
4º SECRETÁRIO

PROVIDENCIADO O AUTÓGRAFO
DE LEI Nº. 07 DE 30/04/94
Guararapes

LEI Nº. 12695 de 20/05/94
PUBLICADA em 23/05/94
Guararapes

ARQUIVE-SE
D.V. EXP. LEGISLATIVO
EM 20/08/94
Guararapes

Desigra relat o Deputado Manuel Vercs
Comissao de Justica, 22 de abril de 1997

Aguiar



Parecer favorável a admissibilidade

E - 22/04/97

Mull

APROVADA A ADMISSIBILIDADE

COMISSÃO DE JUSTIÇA, EM 22 DE 04 DE 1997

[Signature]
PRESIDENTE

ENCAMINHE-SE À MESA DIRETORA

Comissão de Justiça, em 22 de 04 de 1997

[Signature]
Presidente