

**Fact-Finding Report on
The Drowning of the Daraghmeh and Mikkawi
Children in Solomon's Pools in Bethlehem
In April 2009**

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Introduction

At the beginning it should be noted that one of the leading causes of child mortality in the Palestinian –controlled areas is negligence in the provision of care and failure to install public safety precautions. In 2009, many Palestinian children died of negligence. The Independent Commission for Human Rights (ICHR)¹ documented numerous death cases due to lack of protection and safety precautions, especially in public parks, entertainment venues, schools and factories that employ minors in addition to many deaths resulting from falls from high places.

This report sheds light on the circumstances of death by drowning of two children – one from the Daraghmeh family, and one from the Mikkawi family. - in Solomon's Pools in Bethlehem. Because such incidents are recurrent in the area, ICHR carried out a fact-finding mission in order to identify the responsible parties and prevent such incidents from future recurrence, particularly because the pools in question also cause substantial damage to the population of Bethlehem and surrounding areas.

This report examines the causes and circumstances of the incident and presents its findings and recommendations to the competent authorities with the aim of holding accountable those responsible for the incident, and encouraging the adoption of necessary prevention measures.

¹ The Palestinian Independent Commission for Human Rights (the Ombudsman) was established upon a presidential decree in 1993 in accordance with Article (31) of the Amended Palestinian Basic Law for 2003.

I. Right of the Child to Protection and Care in International and National Legislation

The right of the child to protection and care is stipulated in the international declarations and covenants, particularly the Universal Declaration of Human Rights which is considered the legal reference and the governing framework for all human rights conventions, more specifically children's rights and the need for their protection.

Paragraph (2) of Article (25) of the Declaration states that "Motherhood and childhood are entitled to special care and assistance. All children, whether born in or out of wedlock, shall enjoy the same social protection"². Similarly, Paragraph (1) of Article (24) of the International Covenant on Civil and Political Rights³ stipulates that "Every child shall have, without any discrimination as to race, color, sex, language, religion, national or social origin, property or birth, the right to such measures of protection as are required by his status as a minor, on the part of his family, society and the State"

In the same vein of emphasizing the importance of protection and care of the best interests of children, the International Convention on the Rights of the Child⁴, reiterates the need for all parties to the international community to respect the provisions of this Convention. The Convention also urges all states to create all conditions necessary for providing care to the child to grow in a natural environment that meets all requirements for child growth and well-being. The Convention also calls for the development of all institutions and child care services facilities. Article (31), for example, specifically obliges State parties that ratified the Convention to "recognize the right of the child to rest and leisure, to engage in play and recreational activities appropriate to the age of the child and to participate freely in cultural life and the arts"⁵.

Based on the above, the amended Basic Law⁶ obligates the Palestinian National Authority (PNA) to commit itself to the realization of children's rights. Paragraph (2) of Article (10) of the Basic Law urges the PNA to "accede without delay to the regional and international instruments and declarations that protect human rights. The PNA commitment is shown in Paragraph (1) of Article (29)⁷ which states that "it is necessary to protect motherhood and childhood through the provision of comprehensive care and protection from harm as a national duty."

In this regard, the Palestinian Legislative Council (PLC) enacted the Law of the Palestinian Child in 2004 which reflects a host of international declarations and conventions on the protection of children's rights. These conventions and declarations were adapted within the under aforementioned law. Paragraphs (1-2) of Article (11) stipulate that⁸ "Every child has the right to life and security of person", through PNA commitment to ensuring, to the maximum extent possible, the growth and care of the Palestinian children at the social,

² The Universal Declaration of Human Rights (1948)

³ The International Conventions of Civic and Political Rights (1966)

⁴ The International Convention on the Rights of the Child (1989)

⁵ Ibid

⁶ The Amend Palestinian Basic Law of (2003)

⁷ Ibid

⁸ The Palestinian Child Law No (7) for (2004).

psychological and cultural levels, including provision of places for safe play and leisure without harm or prejudice to the right to life in form.

Thus, Article (40) states that "every Palestinian child attending school has the right to rest time and to engage in age-appropriate games and activities and free participation in cultural life"⁹ in manners that do not harm the child's life or safety.

II. On Solomon's Pools.

Solomon's Pools are some of the most prominent monuments and historical sites in Palestine. Historians disagree on the specific date of their construction. In his book "Palestine: Our Country" al-Dabbagh maintains that "[t]he time of construction of the pools is not known, and their naming after the Prophet Solomon is a tradition void of any scientific evidence"¹⁰.

The Solomon's Pools area is a Waqf (religious endowment) that totals approximately 228 dunums incorporating the pools and the surrounding land. The property is owned and managed by the Ministry of Waqf and Religious Affairs. The Waqf land comprises the Murad Castle, the Ottoman stable and three pools. Located to the east of the first two, the third pool is the largest and is known as the "Mamlukia", in which the two children drowned. It measures 15 meters in depth, 177 meters in length from the west to the east and 87 meters in its widest western part but gradually narrows to the east down to about 45 meters¹¹. These pools were used to supply Jerusalem with water because of their altitude. They depend on collected rain in winter as a source but there is also more than six natural water springs in the area which have not been exploited to date.

Since the establishment of and transfer of authority to the PNA in the West Bank and Gaza Strip in 1993, more than six people from Bethlehem and the surrounding areas drowned in the pools without anyone being held accountable and without any prevention measures and procedures being taken. Instead of serving as a place of leisure for the residents of the districts and nearby areas, these incidences turned the pools to a water cemetery in the literal sense, especially with the onset of summer season every year.

III. Oversight party, Operating Firm, and Tenants of Pools and Waqf land:

As already noted, the Ministry of Waqf, represented by the Bethlehem Directorate, holds the title to Solomon's Pools, Murad Castle and the Ottoman stable. The ministry signed a lease contract with a private firm known as Solomon's Pools Tourism signed by four individuals both in their personal capacity and collectively as the founding members of the firm in question. The supervising firm signed three subcontracts with the tenants that already had an agreement with the ministry. The subcontracts are as follows:

1. The first agreement was signed on 1/8/1994. It covers the pools and the castle areas in return for an annual rent of twenty thousand JOD, provided that the lease also include an additional 48 dunums (25 dunums which are part of the lot (10), of the Basin (7) and 23 dunums of Plot No. (13) Basin (7)). The duration of the agreement

⁹ Ibid

¹⁰ Mustafa al-Dabbagh, Palestine: Our Land

¹¹ Report of status conformation, issued by the first instance court in Bethlehem, and an article published in Ma'an News agency on 16/5/2009 by lawyer Jacqueline Fararjah who is representing both families.

is 18 years¹² provided that the leasing firm and tenants abide by a number of conditions including the following:

- A. Building a concrete wall of no less than one meter in height around the leased land in addition to a metal fence for climbing plants.
 - B. Installing a wire fence around the three pools for the protection of visitors
 - C. The second party (the firm) is responsible for provision of guards, and protection the safety of visitors.
 - E. In the event that the firm and/or tenants violate the terms of the agreement the Ministry has the right to terminate the contract without objections from the tenants notwithstanding the non-expiry of this agreement.
2. The second agreement¹³ was signed on 3/12/1995 to supplement the first one in essence, both in their contents and terms, but the annual rent was amended to forty thousand JOD and the lease period was extended to another eighteen years which enters into force at the expiry of the first agreement¹⁴.
 3. The third agreement was signed on 1/8/1996, for the leasing of (152) dunums and (733) square meters thus bringing the total area leased to the operating company to (194) dunums, including the Murad Castle and the three pools. The lease amount was reduced from forty thousand to thirty thousand JOD provided that the contract is valid until 31/7/2032, i.e. for a duration of (38) years.

Based on all of the above, **ICHR** found that the Ministry had not terminated the contract or enforced any financial penalties during the entire period (1994–2009) despite the breach of the contract by both the operating firm and the pools tenants. Instead, the Ministry should have signed a contract for a maximum duration of ten years to allow for more competition and a higher bid. The rent should have been incorporated into the PNA general budget. This would have made it easier for the Ministry and other relevant official bodies to hold the operating firm and tenants accountable and oblige them to adhere to the provision of the minimum safety precautions and protection for the citizens who visit the place.

ICHR also concluded that the signed contract and its prolonged duration enabled the procrastination on part of the operating firm and the tenants to implement the conditions of the contract, specifically those stipulating the installation of a concrete wall and a wire fence to ensure residents' and visitors' protection, especially children, from drowning. This is true although the Ministry has the right to contract termination prematurely in case of the firm or the tenants' non-compliance with the contract generally, and the condition of the wire fence installation in particular. In case of non-compliance, the ministry has the right to enforce a ten thousand JD fine and fines on the firm and the tenants, and the firm has to hand over to the ministry the leased property with all constructed services and facilities to the opposition without objection from the firm. The ministry has not evoked any of these conditions of the contract¹⁵.

¹² Lease contract of 1994.

¹³ A previous source

¹⁴ Lease contract (1996)

¹⁵ Annex (2) to lease contract

IV. The circumstances of the drowning of both children:

On 30/4/2009, at about 2:00 PM, two boys from the Dheisheh Refugee camp drowned in the third Solomon's pool, namely: Mahmoud Ali Mikkawi (13 years old) and Izzedine Suleiman Daraghmeh (12 years old). The children drowned while they played and swam in the pool which should have been emptied of water in accordance with the contract signed between the Ministry and the operating firm and tenants.

The Civil Defense and the Palestinian Red Crescent Society recovered the children's bodies after more than two hours since they drowned. Rescuers tied themselves to a rope and dived into the pond but the dirty water made it difficult for them to recover both bodies. After an hour of the drowning, i.e. at about 3:00 PM, Mikkawi's body was recovered as the search and diving continued until rescuers managed to locate the second body at about 3:45 PM, i.e. about two hours after he drowned. The bodies were taken to Al Yamamah hospital¹⁶ in the neighboring town of Al Khader and at about 5:00 PM they were transported to Al Hussein governmental hospital in Beit Jala. The medical examiner, public prosecution, and police came to the hospital where the medical examiner attributed the cause of death of both children to "asphyxia caused by drowning"¹⁷.

V. Both families bring the matter to the Palestinian Judiciary:

On 4/5/2009, five days after the drowning incident, **ICHR** learned that an attorney representing the families of the deceased children submitted an urgent motion to the interim relief judge in the District Court in Bethlehem against the following: Solomon's Pools Tourist Agency and tenants, the Ministry of Waqf, the Ministry of Tourism, the Governorate of Bethlehem, and the Ministry of Local Government. The motion requested the Palestinian judiciary to immediately perform a status check on the pools. Indeed, and in the same day, the interim relief judge ordered the court's bailiff to conduct the check and delegated all authority to him to carry out this injunction even in a late hour. The order was implemented and the status check was done through "a status proof report"¹⁸ on the pools, particularly the third one in which the children drowned. It was done in the presence of members of the judicial police to provide protection to the bailiff during the execution of the urgent decision of Bethlehem District Court".

Another Law Suit against Solomon's Pools Tourist Agency:

During the fact finding mission, **ICHR** discovered a subpoena that was issued by the public prosecution in Bethlehem against the Solomon's Pools Tourist Agency which carries number 420/2008. The subpoena against the owner of the aforementioned firm was issued on 27/3/2008 but was received by the firm on 31/7/2008, i.e. four months after its issuance.

ICHR learned that the case is pending before the Magistrate Court in Bethlehem as of 3/8/2008 which was instigated by the Civil Defense in Bethlehem against Solomon's Pools Tourist Agency. The law suit carries number 935/2008 and the subject of the complaint is

¹⁶ Statement of parents of both drowned children, see Annex No. (2)

¹⁷ The report on medical examination performed by Dr. Ahmed Hnaihen.

¹⁸ See annex No (8)

the firm's violation of the Civil Defense Law. **ICHR** also learned that a date has been set for the hearing on 13/9/2009¹⁹.

VI. Parties Responsible for the Drowning:

By studying the correspondence, follow-up material and statements obtained by the Commission, **ICHR** found that the Solomon's Pools Tourist Agency, in its capacity of the leasing party, bears direct responsibility for the drowning of both children in question. In addition, a shared responsibility falls on several official bodies that must be held accountable because of their direct or indirect relations with the management of tourism and supervision of all historical and archaeological sites in the district. In this way, they are responsible for monitoring and overseeing the implementation of the provisions of the contract between the Ministry of Waqf and the firm and tenants directly responsible for the drowning of the children. In addition, these bodies are accountable because they are mandated to enforce appropriate penalties against the firm and tenants in case they fail to abide by the terms of the contract. Such power may include the imposition of fines and the termination of the contract without compensation.

ICHR also found that the relevant ministries have not taken the necessary measures to hold the firm accountable at the time of the first incident of drowning in the pools. Although six citizens²⁰ had drowned in the pools since the lease agreement was signed in 1994, no concrete action or measure was taken against the firm that oversees the project and leases the pools and the Waqf land. The firm is the first party responsible for the protection and enforcement of public safety precautions on behalf of citizens who frequent the area as an archaeological and historical site.

A. Who are the parties responsible for the drowning of two children and previous drowning incidents?

1. The role of Solomon's Pools Tourist Agency

Both the Solomon's Pools tourist Agency, as the operating firm overseeing the pools project, and the tenants of the area collectively bear direct responsibility for the drowning incidents that claimed the lives of many citizens since the company has rented the Waqf land and pools from the Ministry of Waqf. **ICHR** found that the firm and tenants have not installed the required fence around the three pools. The firm has neither complied with the contract terms with regard to draining rain or spring water from the three pools, specifically from the third and largest one. At the time of the children's drowning accident, water level exceeded five meters in height. It should be noted that the firm informed the Bethlehem Governor in a formal letter²¹ dated 17/8/2006 that "the pools were completely drained of water. Therefore, they are no longer tempting anyone to swim in them because swimming is not possible anymore. Drainage too has eliminated the main reason for drowning."

¹⁹ Lawyer representing the families of both drowned children.

²⁰ See annex No (10)

²¹ See annex No (5) on the meeting minutes of Public Safety Committee in Bethlehem District.

Moreover, the Solomon's Pools Tourism Agency and tenants have neither installed warning or instructional signs that prohibit swimming or explain the historical and cultural value of the pools, nor does it comply with the condition of employing guards around the pools. Nevertheless, the management of the firm had on 8/5/2009 written to the Palestinian President Mahmoud Abbas, claiming that the two children had sneaked to play in the pools without the site guards noticing them²². This claim contradicts with the findings of the status check report undertaken on 4/5/2009 upon a decision by the relief judge of the Bethlehem District Court where the bailiff stated that he "had not seen any guard or person responsible for this site". This was also confirmed by the residents living in proximity to the pools site²³.

2. The role of the Ministry of Waqf and Religious Affairs:

In terms of ranking and in its capacity as the owner of the pools and Waqf land in question, the Ministry is the second responsible party for the drowning incidents after the operating firm and tenants, specifically with regard to the implementation of the terms of the lease contract.

ICHR found that the Ministry has not held the operating firm and tenants accountable, whether through the imposition of fines or through the premature termination of the lease contract, as stipulated by the contract's own terms and conditions. The Ministry has failed to fulfill its duty to obligate the operating firm and tenants to comply to by the terms of the contract. Therefore the ministry holds responsibility for the drowning incidents since the transfer of power to the ministry that assumed supervision over in Bethlehem district.

3. The role of the Ministry of Tourism and Antiquities:

ICHR examination of correspondence issued by the Ministry of Tourism and Antiquities (Antiquities Department) revealed a letter, dated 1/12/1996, that the ministry addressed to both the Director of Waqf Directorate in Bethlehem and the Solomon's Pools Tourist agency. In this letter the ministry stressed that "the operating firm and tenants must develop the pools and the Waqf site as a national archeological park provided that all necessary tourist services and facilities, such as the cafeteria, restaurant, bazaar, parking and health facilities, are compatible with the historic nature of the site²⁴".

However, **ICHR** found that Solomon's Pools Tourist Agency did not comply with those requirements and specifications of the Ministry of Tourism and Antiquities during the execution of the investment project for the pools and Waqf land. **ICHR** also noted that the Ministry of Tourism has not followed up with or monitored the compliance of the firm to its specifications and conditions throughout those years.

4. The role of the Ministry of Local Government:

Ministry of Local Government obliged the operating firm and tenants to clean the pools before and after commencement of the rehabilitation process. Work at the pools and castle was supervised by the Ministry of Tourism and Antiquities, in accordance to a letter from the Minister of Local Government dated 23/12/1997.

²² See annex No (3), particularly the letter from Solomon's Pools Tourist Agency dated 9/5/2009.

²³ A previous source.

²⁴ See Annex No (7) on the correspondence of the Ministry of Tourism and Antiquities.

ICHR learned that al-Khader municipality and the Directorate of Local Government in the Bethlehem District found on 5/2/1998 the operating firm and tenants failed to comply with the construction requirements provided for in Article (7) of the Buildings Regulations which stipulate that the distance between all construction should be no less than 25-30 meters from the pools and the castle. The regulations also call for cleaning of the pools and the restoration of the castle under the supervision of the Ministry of Tourism and Antiquities provided that to the operating firm and investors obtain the required licensing and permits²⁵.

However, the operating firm did not abide by those conditions, especially with regard to the minimum construction distance from the castle, and the it has not obtained the necessary licenses for the construction of the Conference Palace adjacent to the Murad Castle. Thus, **ICHR** concludes that the Ministry of Local Government has not undertaken the necessary legal proceedings against the operating firm for violating the building construction codes and regulations.

5. The role of Civil Defense:

The Civil Defense is the service agency that recovered the bodies of two children as the search diving went on for two hours. Civil defense personnel used ropes and dove into the pool water. **ICHR** found that the Civil Defense is not short of experience and skills, but lacks the material capabilities of the equipment and cranes to facilitate their work, accelerate access to accident location, and carry out rescue missions on time.

6. The role of municipalities (Al Khader municipality):

The municipalities and local authorities should seek to provide citizens with appropriate places for recreation and leisure that meet public safety procurements. Paragraph (2) of Article (15) of the Palestinian Local Authorities Law No (1) for 1997 details the functions and powers of municipalities and local authorities²⁶ which includes the responsibility for the creation of public parks, gardens, baths, and swimming areas in pools and lakes, and taking necessary precautions to prevent flooding.

B. The Role of Other Relevant Official Parties

1. The Role of the Police:

On 30/4/2009, the day of the drowning of both children in question, the Palestinian police launched an investigation and examined the location in the presence of the Head of Bethlehem Prosecution.

On 8/5/2009²⁷, the Police Directorate in Bethlehem, specifically the Investigation department, conducted hearing sessions for the parents of both children in the presence of their lawyer. The families filed a complaint against Solomon's Pools Tourist Agency and tenants of the pools site in their personal capacity for them to be arrested and interrogated on the drowning of the two children. The investigation is still underway until the writing of this report.

²⁵ See Annex No (6) on the regulations of the Ministry of Local Government.

²⁶ The Palestinian local Authorities Law No (1) for 1997

²⁷ The lawyer representing the families of both deceased children.

2. The Role of Civil Public Prosecution

According to the Civil Prosecutor in Bethlehem, **ICHR** learned on 19/5/2009 that the police is continuing with the preliminary investigation into the drowning of both children. In case all police investigation elements were completed, the Bethlehem Police Department would refer the case to the Civil Public Prosecution in accordance with the proper process and legal procedures in force²⁸.

Further to this matter, **ICHR** was informed that the police referred to the Civil Public Prosecution in Bethlehem on 28/5/2009, one month after the incident. **ICHR** also learned that the case is still with the Public Prosecutor and has not been transferred to the District Court in Bethlehem until writing of this report.

3. The role of the Governor's Office

The Bethlehem Public Safety Committee represents the various Palestinian ministries, directorates in the district and reports directly to the governor's office. As of 6/4/2006 the committee had carried an assessment on dangers of the pools on people's lives.

According to the meeting minutes, it was agreed to refer the firm's file to the legal department in the Governorate in order to take necessary legal action since the firm failed to comply with the terms of the lease contract within the specified period of thirty days. After the expiry of this period, the Public Safety Committee held a meeting with the firm on 27/6/2006, in order to persuade the it to install the fence but to no avail.

The issue was discussed at the committee meeting on 2/8/2006, as the issue of the threat posed by Solomon's Pools on people's lives gained more attention following the firm's and tenants' failure to meet safety conditions, particularly the pool fencing.

ICHR obtained the minutes of the last meeting held by Public Safety Committee on 7/4/2009 which documented that: "There is no adherence by the firm to the committee's recommendations on Solomon's Pools and no action has been undertaken to date". The Governorate of Bethlehem deemed sufficient to write a letter to the Public Prosecutor of Bethlehem on 25/3/2008 in which the public prosecutor was asked to undertake the appropriate legal action against Solomon's Pools Tourist Agency.

VII. Official Investigations into the drowning incident

On 6/7/2009 the Palestinian Cabinet²⁹ decided in its weekly meeting to form a special committee to examine public safety procedures in the Solomon's Pools archaeological area chaired by the Minister of the Interior. The committee was formed after the issue was raised by the Minister of Detainees and Ex Detainees following the death of the Draghme and Mikkawi children in April. To date, the committee has not released any of its findings.

²⁸ Telephone interview with the Civil Public Prosecutor in Bethlehem.

²⁹ The Cabinet's decision issued during the cabinet's meeting on 6/7/2009. See Annex No (10).

VIII. Prevention Measures undertaken by the firm and official bodies

On 15/5/2009, the operating firm started to erect a fence around the pools in question. **ICHR** found that the fence work was completed by the end of June 2009³⁰. The metal fence is about two meters high but is not sufficient on its own to provide protection for visitors. The firm and tenants did not comply with the contract terms during the fencing process, specifically with regard to paragraphs (1-2) of Article (11) that provide for “the construction of a concrete wall around the leased land of no less than one meter high, and the installation of a metal fence for the climbing ornamental plants.”

Moreover, during its visit to the pools site on 20/5/2009, **ICHR** found that one guard was hired and concurred that this number is not enough. As for the accumulation of spring and rain water in the pools, **ICHR** noticed through repeated visits to the site that water is still accumulating in the pools, particularly in the third pond, albeit at a lower level than it was at the time of the drowning incident.

IX. Conclusions:

In light of interviews, statements, testimonies, correspondence and official documents obtained, examined, and attached to this report, **ICHR** reached many conclusions, the most important of which are the following:

1. The operating firm and tenants have not complied with the terms of the contract that they signed with the Ministry of Waqf in its capacity as the owner of Waqf land. The project’s firm and tenants have also failed to maintain the minimum level of public safety. **ICHR** identified the following violations:
 - a. There was no display of warning signs or instructions to alert visitors to potential dangers of hiking or swimming at the time of the drowning incidents with the exception of an old, unclear sign.
 - b. There was no guarding on the site contrary to the terms of the contract and in contradiction with all claims otherwise expressed in the official letters which the firm pledged to provide.
 - c. The company has not complied with the repeated demands of the Public Safety Committee in Bethlehem to install a fence around the pools for the protection of visitors and residents in the region, a matter which has led to an increase of drowning incidents in the pools over the past years.
 - d. The firm and tenants did not adhere to water draining, specifically from the third pond, where the water level was higher than five meters at the time of the children’s drowning.
2. The weakness of measures undertaken by the Ministry of Waqf against the firm and tenants when they violated the terms of the contract: The Ministry of Waqf should have taken all sanctions against up to premature termination of contract and the

³⁰ ICHR visit to the pools site on 20/5/2009.

enforcement of the penalty clause because of the recurrence of drowning incidents that claimed many lives without holding the firm and tenants accountable.

3. The weakness of the measures undertaken by the Governorate of Bethlehem, despite the many requests issued to the operating firm for more adherence to the provision of the minimum level of public safety precautions and the necessity for protection of visitors and residents in neighboring areas against drowning.
4. **ICHR** concludes that the Ministry of Local Government has not undertaken the necessary legal proceedings against the operating firm for its breach of the building codes and regulations, particularly in the construction works adjoining the pools and the Murad Castle, which stipulates a minimum distance of 25-30 meters between the new construction and the archaeological site. The conference palace was built next to the ancient castle without adherence to the terms of licensing and distance provided for the building codes and regulations.
5. The lack of civil defense equipments, cranes and other material used for rescue and intervention in similar drowning cases disrupted lifting out the children's bodies for more than two hours.
6. The failure of relevant ministries and official bodies to oblige the operating firm and tenants to provide general and special life-preserving precautions in addition to lack of seriousness in the following up with decisions and recommendations on the provision of public safety.
7. The investigation into the drowning of the two children is underway by the civil prosecution in Bethlehem but the case has not yet been referred to the judiciary until the writing of this report.
8. Neither the police nor the civil defense operates any control station in the pools area to protect picnickers and residents, especially children from frequenting the hazardous spots.
9. There is no emergency medical unit for first aid station in place to deal with medical emergencies as a result of falling or drowning in the pools.

X. Recommendations:

Having considered the results of its fact-findings and investigations into the drowning of both children in question, **ICHR** recommends the following:

1. It is necessary to hold the project's operating firm and tenants accountable, penalize them in accordance to the law, and oblige them to pay restitutions and compensations to the affected and those who lost their children.
2. It is necessary to open a comprehensive investigation into the previous cases of drowning that claimed many lives of many citizens in different areas due to negligence.

3. It is also necessary to hold the Ministry of Waqf, represented by Bethlehem Directorate, accountable since it is the owner and leaser of the land and is therefore responsible for the bad monitoring of the implementation of contract terms throughout the years without resorting to premature contract termination or the imposition of fines on the operating firm and tenants for their failure to abide by the conditions set forth in agreements (lease contracts).
4. It is necessary for the Ministry of Local Government to adopt all measures and necessary legal actions against the operating firm and tenants for violating the provisions of building regulations and especially with regard to the Murad Castle, since they stipulate that new construction should be at a minimum of 25 - 30 meters distance, which ended in building a conference palace adjacent to the ancient Murad castle without adherence to the terms of licensing and minimum distance requirements.
5. It is necessary for the Governorate of Bethlehem to expand its work beyond meetings, demands, and documentation of proceedings of the Public Safety Committee which demanded from the operating firm and tenants to abide by safety requirements. The Governor should enforce the law, by all means and regardless of ensuing cost, to ensure the provisions of life-saving protection and security for all citizens.
6. It is necessary for all relevant ministries and official bodies, each according to their mandate and competencies, to take appropriate actions to oblige the operating firm and tenants to provide general and special safety requirements necessary for the preservation of citizens' lives and prevention of drowning incidents as witnessed over the past years.
7. In the interest of justice, it is necessary for the public prosecution to finalize the investigation into the children's drowning incident, and refer the case to court so that the judiciary takes on the responsibility by holding the operating firm and tenant accountable for their actions.
8. It is necessary to establish an observation point for the police and civil defense in the pools' area to ensure the protection of visitors and residents in close by areas who frequent the place, especially children.
9. Finally, it is necessary to establish a first aid unit in the pools' area in order to promptly intervene with cases of medical emergencies caused as a result of falling into or drowning in the pools.