

#### **REPUBLIC OF KENYA**

#### THE NATIONAL TREASURY AND ECONOMIC PLANNING

# FINANCING LOCALLY -LED CLIMATE ACTION (FLLoCA) PROGRAM

#### PROGRAM NO. P173065; CR. NO. IDA 6980; TF0B6810 - KE

## PROGRAM IMPLEMENTATION UNIT (PIU)

#### **TERMS OF REFERENCE**

## FOR

## ADAPTATION AND RESILIENCE BUILDING SPECIALIST

## PROGRAM IMPLEMENTATION UNIT (PIU)

#### Reference No. KE-CFGEU-375432-CS-INDV

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Client:

Postal Address: The Principal Secretary The National Treasury and Economic Planning P.O. Box 30007-00100, Nairobi Treasury Building- Harambee Avenue, Nairobi Email: <u>pstnt@treasury.go.ke</u>

Physical Address: Program Implementation Unit Financing Locally-led Climate Action Program (FLLoCA) The National Treasury Reinsurance Plaza, 7<sup>th</sup> Floor Building No. 4 Aga Khan Walk / Taifa Road Nairobi, Kenya

## 1.0 BACKGROUND INFORMATION

## 1. Introduction

The Government of Kenya received financial support from the World Bank, DANIDA, SIDA and KfW towards the Financing Locally-Led Climate Action (FLLoCA) Program. The Program development objective is to deliver locally led climate resilience actions and strengthen county and national governments' capacity to manage climate risks.

The total funding level is **USD. 297.0 Million** Over a period of 5 years with effect from February 1, 2022. The funding so far mobilized supports in strengthening local resilience to the impact of climate change, natural hazards, and other shocks/stressors by building local capacity to plan, budget, implement and monitor resilience investments in a way that promotes collaborative partnerships between communities, national and county governments.

The program focuses on capitalizing the National and County Climate Change Funds; building county level capacity for planning, budgeting, reporting and implementation of local climate actions in partnership with communities; and strengthening of national level capacity for coordination, monitoring and reporting.

The Financing Locally-Led Climate Action (FLLoCA) Program is being implemented through the National Treasury, Program Implementation Unit (PIU), through the National Government in collaboration with County Governments.

## **1.1 Project Components**

*Component 1:* Policy, Legal and Regulatory Framework: The component supports policy, legal, and regulatory instruments for building climate resilience at the national and county levels. At the national level, this component is led by the Ministry of Environment, Climate Change and Forestry (MoECC&F) and relevant ministries, departments, and agencies (MDAs), and at the county level, the work is led by the Council of Governors (CoG) with the support of the relevant MDAs.

*Component 2:* Capacity Building: The component supports institutional and human capacity to enhance the delivery of low carbon climate resilience actions at the national and county levels. Capacity building is carried out through formal and informal training as well as peer-to-peer and experiential learning. This component is executed by relevant MDAs, training, and research institutions.

**Component 3:** Climate Finance: The component supports (i) policy, and regulatory frameworks for financing climate actions, (ii) capacity of the CoG and County Governments(CG) to support investments in climate resilience and low carbon emissions at local level, (iii) capacity to address climate change emerging issues, (iv) capacity of county structures responsible for climate related sectors; (v) financing of local urban and peri-urban climate actions; (vi) private sector incentivized to support low carbon emissions and climate resilient investments; and (vii) market-based mechanisms for carbon trade. At the national level, this component is led by The National Treasury and Economic Planning (TNT&EP) in partnership with the Ministry of Environment, Climate Change and Forestry and other relevant MDAs, CoG, CGs, development partners, the private sector, academic and research institutions, and CSOs. At the county level, CGs' County Climate Change Units (CCUs) lead the implementation of this component.

*Component 4: Community-Led Actions:* The component supports (i) modalities for community-led local initiatives, (ii) capacity of communities to deliver climate resilience actions for improved livelihoods, (iii) local rural, urban and peri-urban climate actions, (iv) capacity of county structures responsible for climate-related sectors, (v) an incentivized private sector to support low carbon emissions and climate resilient investments, and (vi) market-based mechanisms for carbon trade. The lead institutions for this component are the CoG and the CGs, in collaboration with the Climate Change Directorate (CCD), relevant MDAs, development partners, the private sector, academic and research institutions, and Civil Society Organisations (CSOs).

*Component 5: Technology and Innovation:* The component supports access to green/ environment friendly technologies for low carbon climate resilient investments at the national and county levels, and the ability to finance local green/environment friendly technologies at the national and county levels. The lead institutions for this component are prominent Kenyan R&D institutes, such as the Kenya Industrial Research and Development Institute (KIRDI), the Kenya Climate Innovation Center (KCIC), and the Kenya Agricultural and Livestock Research Organization (KALRO).

*Component 6: Monitoring, Reporting, and Verification (MRV+):* This component's objective is to improve tracking, verification, and reporting on climate finance by strengthening the structures, systems, and processes for collection, verification, and reporting on climate change at national and county levels. Outcomes are (i) enhanced transparency and accountability on financial support at national and county level, (ii) enhanced transparency and accountability on mitigation and adaptation actions at national and county level, and (iii) improved reporting on climate change by all national and county actors. This component is led by CCD in partnership with TNT&P, CoG, CGs and non-State actors.

## 2.0 OBJECTIVE OF THE ASSIGNMENT

The Objective of this assignment is to lead and implement comprehensive climate resilience strategies and projects within the FLLoCA program, aimed at enhancing the adaptive capacity of counties and communities to effectively address the impacts of climate change and environmental stressors while promoting sustainable development.

# 3.0 SCOPE OF SERVICES AND SPECIFIC TASKS

The Scope of Services in this assignment will include provision of technical, operational and advisory services to the FLLoCA Program in the following areas:

- i. Vulnerability Assessment Conduct comprehensive vulnerability assessments at the county and community levels to identify climate change impacts and risks.
- ii. **Resilience Strategy Development** Collaborate with the program team to develop and implement county-specific resilience and adaptation strategies in alignment with the program's goals.
- iii. **Community Capacity Building** Design and deliver tailored training and capacity-building programs for local communities, empowering them to effectively implement resilience measures.

- iv. **Project Implementation** Oversee and manage the execution of resilience projects, ensuring alignment with the established strategies and objectives.
- v. **Stakeholder Engagement-** Facilitate and coordinate meaningful engagement with local communities, county officials, and relevant organizations to ensure their active participation and support for resilience initiatives.
- vi. **Monitoring and Evaluation-** Establish a robust system for monitoring and evaluating the effectiveness of resilience measures, with a focus on outcomes and impacts at the community and county levels.
- vii. **Data Management-** Collect, manage, and analyse data related to resilience projects, ensuring that information is accurate, up-to-date for program evaluation, and reporting.
- viii. **Policy Advocacy** Advocate for county-level policies and practices that support resilience building and climate adaptation, addressing the needs of the target area and aligning with the program's goals.
  - ix. **Community Outreach and Education-** Develop and implement public awareness campaigns and educational activities in counties to inform local communities about climate change impacts and the importance of resilience-building efforts.
  - x. Collaboration and Partnerships Collaborate with county governments, local organizations, and international agencies to leverage resources, expertise, and partnerships for county-specific resilience projects.
  - xi. **Compliance and Reporting-** Ensure adherence to program regulations, guidelines, and reporting requirements, providing comprehensive and accurate reports as required by the FLLoCA program.
- xii. **Research and Innovation** Stay informed about the latest research and innovative approaches in adaptation and resilience, and apply relevant findings to the program's county-specific initiatives.
- xiii. Adaptation Planning Contribute to the development of county-level adaptation plans and policies that align with the FLLoCA Program's broader objectives and address the unique needs of each county.

# 4.0 DURATION AND LOCATION OF THE ASSIGNMENT

The assignment shall be for a period of Two (2) years. The Assignment will be based in Nairobi , Kenya.

#### 5.0 REPORTING REQUIREMENTS AND TIMELINES FOR DELIVERABLES

The Adaptation and Resilience Building Specialist will report to the Program Coordinator- FLLoCA Program. During the term of the assignment, the Specialist is expected to perform the above-mentioned tasks on a time-based basis, within the guidelines set herein. The performance of the Specialist will be measured based on the successful execution of the assigned duties and reviewed by the Program Coordinator – FLLoCA Program.

Task orders with specific time inputs and cost will be discussed and agreed on with the Program Coordinator prior to each task. The scope and duration will be discussed on each Task Order.

While the specific deliverables will be determined at the Task Order stage, the Specialist will be required to prepare and deliver regular reports as follows:

- Monthly work plans
- Interim Report(s) as needed
- Final Report

The Specialist will prepare monthly work plans and reports highlighting the tasks performed, challenges, and specific recommendations, and shall also, where required, prepare summary of status report(s) of assignments execution. All reports prepared by the Specialist shall be reviewed and submitted to the Program Coordinator, FLLoCA Program and finally by the Contract Implementation Team (CIT) appointed by the Accounting Officer, National Treasury. The CIT will set up meetings with the Specialist whenever needed.

The Specialist will be contracted by TNT & EP and will report directly to the Program Coordinator-FLLoCA.

# 6.0 PAYMENT SCHEDULE/REMUNERATION

The Specialist shall be paid on time-based basis as per submitted approved timesheet, reports and invoices that should detail tasks performed/achievements against targets. The overall Contract ceiling will be negotiated and agreed upon with the successful candidate during the procurement process. Payment shall be monthly upon submission and approval by the Contract Implementation Team (CIT).

Upon submission of the reports, the Specialist is expected to make a presentation of the submitted report to the CIT in a scheduled meeting. The acceptance of the report shall be recorded in the minutes of the meeting.

# 7.0 MINIMUM REQUIREMENTS FOR SPECIALIST'S QUALIFICATIONS AND EXPERIENCE

# The Specialist shall have the following minimum qualification and experience:

# (a) **Qualifications**

• A master's degree in law, public policy, economics, political science or environmental science or related field from a university recognized in Kenya.

## (b) Experience

- 10 years demonstrated professional experience in the areas of climate change adaptation, resilience building, disaster risk management or climate finance.
- 8 years working in Policy related environment/issues such as County Climate Change Funds and Community Driven Development Projects/ Programs.

# 8.0 MANAGEMENT AND ACCOUNTABILITY OF THE ASSIGNMENT

The contract will be administered by the National Treasury, Program Implementation Unit (NTPIU) that shall be responsible for the overall contract administration. The signed work-plans, timesheets, deliverables and invoice(s) shall be submitted to the Program Implementation Unit (PIU) at the National Treasury for review and tabling in the Contract Implementation Team (CIT) before settlement.

Throughout the process of the assignment, the Specialist will provide regular updates to the client. These updates will summarize, among others, the status of tasks, resources,

schedules, coordination with county governments, etc., as well as issues that require attention. It is essential to ensure that the client and Specialist agree about the scope and progress of the assignment, and that there is an opportunity to review on a regular basis any difficulties or assistance that is required to enable the Specialist to execute the assignment.

# 9.0 OBLIGATIONS OF THE CLIENT

The Client shall:

- i) Manage the contract on a day-to-day basis including processing of payment.
- ii) Support in provision of required secondary data source(s) to the Specialist.
- iii) Support in facilitating activities as arranged by the Specialist through liaison with key stakeholders.
- iv) Facilitate provision of operational support in terms of technical inputs necessary and approval where required.
- v) Ensure quality assurance for the outputs of the assignment through timely review of reports.

## 10.0 OBLIGATIONS OF THE SPECIALIST

The Specialist shall be responsible for their own transport, accommodation, insurance, airtime and other associated costs. The Specialist is expected to undertake activities that will ensure that outputs are consistent with the professional and legal requirements. It is also required that the assignment is achieved through a consultative process that guarantees authenticity and ownership.

## 11.0 PROPRIETY RIGHTS OF CLIENT IN REPORTS AND RECORDS

The National Treasury will be the substantive owner of the reports and will have copyright ownership. All data and information received during the assignment, from respondents, The National Treasury and the World Bank are to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference. All intellectual property rights arising from the execution of these Terms of Reference are assigned to The National Treasury. The content of written materials obtained or prepared in this assignment will not be disclosed to any third parties without the expressed advance written authorization of The National Treasury and/or the World Bank.