



MINISTRY OF LANDS, PUBLIC WORKS, HOUSING & URBAN DEVELOPMENT

State Department for Housing and Urban Development

Second Kenya Urban Support Program (KUSP 2)

Project No.: P177048

Credit No.: 7349-KE; 7350-KE; IDA Grant Number E208-KE

Terms of Reference

for

**Consultancy Services for an Environmental Safeguards Consultant (Individual
Consultant)**

Contract No.: KE-MOTI-392414-CS-INDV

January, 2024

Client:

Principal Secretary
State Department for Housing and Urban Development
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1. Background

The Kenya National Urban Development Policy (NUDP), formally launched in early 2016, envisions secure, well governed, competitive and sustainable urban areas and cities, and aims to facilitate sustainable urbanization through good governance and the delivery of accessible quality and efficient infrastructure and services. The Government in 2017 developed Kenya Urban Program (KenUP), a five (5) year program, as one of the programs to implement and operationalize aspects of the National Urban Development Policy with a clear focus on Kenya's urban areas. The total cost for the program was estimated at USD 1 billion.

Through its support to the urban sector in Kenya, the World Bank, in collaboration with the then Ministry of Transport, Infrastructure, Housing and Urban Development (MTIHUD), prepared the Kenya Urban Support Program (KUSP) at a cost of USD300million, which supported the implementation of KenUP. KUSP became "effective" on 11th January 2018 and is scheduled to end on 31st December 2023. KUSP has established and strengthened urban management institutions through county governments. It has been delivered through three windows: Window 1 at the National Government through the Urban Development Department (UDD) of the State Department for Housing and Urban Development (\$30.3m). County governments have received capacity-building funding through window 2 (\$22.2m). The bulk of the funding has been for urban infrastructure through urban boards under window 3 (\$247.5m).

As the first phase of KenUP ended in 2022, the Government of Kenya developed the second Kenya Urban Programme (KenUP2) strategy which is a deliberate government-led process of coordinating and rallying various actors for a common goal/vision for the desired resource mobilization to fund the National Urban Development Policy (NUDP) strategies in a set period of the next cycle of 5 years, horizon from July 2022.

As a continuation of its support to the urban sector in Kenya, the World Bank, together with the State Department for Housing and Urban Development (SDHUD) in the Ministry of Lands, Public Works, Housing and Urban Development (MLPWHUD), has prepared the Second Kenya Urban Support Program (KUSP2) at a cost of USD 350million (approved by the Board of Directors on June 15, 2023), which will support the implementation of KenUP2.

KUSP2 will be implemented in 45 counties and 79 municipalities including 2 refugee hosting urban areas under the SDHUD in liaison with the Council of Governors (CoG) and the Department of Refugee Services (DRS). The Program Development Objective (PDO is to strengthen the capacities of urban institutions to: -

- (i) improve the delivery and resilience of urban infrastructure and services
- (ii) enhance private sector engagement in urban planning, and
- (iii) support the transition of refugee camps into integrated host communities and refugee settlements.

The program objective will be achieved through five main result areas: 1. Strengthened institutions for urban service delivery; 2. Integrated planning for Inclusive and resilient urban areas; 3. Inclusive and resilient urban infrastructure & services; 4. Improved private sector engagement/involvement; and 5. Improved integrated development between refugees and host communities.

The Government of Kenya, through SDHUD, now intends to use part of the KUSP2 funds to finance the Consultancy Services for an Environmental safeguards expert as an Individual Consultant. The Consultant is expected to offer support and advice on all activities across the five (5) result areas.

2. Objective of the assignment

The main objective of this consultancy service is to assist the Programme Co-ordinator, through the National Program Coordination Team (NPCT) Safeguards lead officer in the exercise of his/her duties in relation to environmental risk management of the program activities including but not limited to urban infrastructure and services, capacity building of county/municipal environmental safeguards personnel, review of sub-projects environmental reports, provision of technical advice to counties and the NPCT as well as liaison with

the relevant regulatory agencies such as NEMA as may be necessary. The consultant will also ensure the Program is implemented as per the relevant national laws and regulations, and specifically the Environmental Management and Coordination Act (EMCA 1999; amended 2015).

3. Scope of the consulting services and specific tasks

3.1 Scope of consulting services

The Consultant will support the NPCT in carrying out its capacity building and technical backstopping roles on all issues related to Environmental safeguards at both the national and sub-national levels. The support will mainly focus on, but not limited to, infrastructure investment sub-projects implemented under the program. The consultant will also support the NPCT in preparation of relevant reports for submission to the Bank.

3.2 Specific Tasks

The Consultant is expected to undertake the following specific tasks:

- a) Mainstream the Environmental Management and Coordination Act (EMCA 1999; amended 2015) and other relevant national laws and regulations requirements into the Program
- b) Review the Program Operational Manual (POM) including the Environmental, Social, Health and Safety Management (ESHSM) manual and prepare a technical advice note, extracting all aspects of Environmental risk management requirements, procedures and responsibilities from the POM and submit the paper for adoption by the NPCT leadership.
- c) Keep the paper (prepared in 'b' above) under periodic review in light of emerging challenges and experience, submitting quarterly updates and annual reports to the NPCT.
- d) Prepare or review tools/guidelines and checklist for assessing and managing environmental risks and impacts, provide technical support to the participating municipalities to comply with the national laws and regulations on EMCA 1999 (amended 2015) and other laws, and the World Bank Core Principles
- e) Advice and ensure all environmental risk management requirements as provided in the KUSP2 ESHSM manual and the Environmental Management and Coordination Act, 1999 (amended in 2015) are adhered to at (i) the National government level/UDD, and (ii) County governments/municipalities sub-projects level.
- f) Prepare and maintain a database of the environmental safeguards compliance status of all applicable activities under the program
- g) Participate in field visits to assess and monitor the environmental safeguards compliance where construction activities are ongoing as described in the sub-project site-specific ESMP's and the contractors' ESMPs.
- h) Participate in review of the Annual Performance Appraisal (APA) reports, and submit opinion on environmental compliance to the NPCT for consideration and action.
- i) Review county/municipal half-yearly environmental safeguards reports, prepare a consolidated analysis and provide recommendations to improve environmental safeguards performance for submission to the World Bank.
- j) Provide technical assistance to any county/municipality in need, subject to NPCT approval.
- k) Provide general and targeted capacity-building and trainings on environmental risk management to both UDD and KUSP2's participating counties/municipalities.
- l) Advice the NPCT Grievance Redress Committee on resolution of complaints registered at or escalated to the NPCT and related to environmental matters.
- m) Undertake trainings on environmental risks management to the participating municipalities and, contractor(s) and collaborate with the lead agencies such as NEMA to deliver the trainings
- n) As required, undertake environmental safeguards audit for selected sub-projects
- o) Perform any other duties as reasonably requested by the Programme Coordinator.

4. Duration and location of the assignment

This program shall be implemented for five (5) years. The consultant will be contracted for an initial period of twelve (12) months. It is intended that thereafter the provision of the services will be **extended** for a further twelve (12) months subject to satisfactory performance and business need following annual reviews by the office of the Program Coordinator, availability of funds and continuation of the program.

The Consultant will generally be based in Nairobi (Kenya) at the offices of KUSP2. The position may however involve travels to the participating counties. All such travels shall be approved in advance by the Coordinator.

5. Reporting requirements and Timelines for deliverables

The Consultant will report to the KUSP2 Coordinator through the NPCT Safeguards lead officer. There shall be no subordinate staff management responsibilities.

The Consultant will generally work from Monday to Friday 0800h to 1700h on a **full-time basis**.

The consultant shall be responsible for providing services in line with the ToR.

The following deliverables will be expected from the consultant:

- (a) Technical Advice note as in 3(b) above, outlining the consultant's understanding of the assignment and a clear work plan to meet KUSP2 Environmental safeguards requirements
- (b) Tools/guidelines and Checklists for Environmental compliance assessment and monitoring
- (c) Quarterly environmental compliance assessment reports submitted to the NPCT.
- (d) Bi-annual environmental compliance assessment reports for submission to the World Bank (WB)
- (e) Provide technical guidance, prepare environmental safeguards training materials and conduct capacity building to the SDHUD, counties/KUSP2 participating cities/municipalities and the contractors.

The Consultant will prepare monthly activity reports in English as required under the main tasks of this assignment and submit them to the Client through the Safeguards lead officer within 7 days after last day of the month to which it relates. All reports will be submitted in three (3) hard copies and soft copies (in Microsoft Word, Excel, or Power Point, or any other format deemed appropriate by the lead officer). These reports will accompany the consultant's timesheets for payment.

6. Payment schedule/Remuneration

Payment to the consultant will be monthly upon submission and approval of the monthly reports, timesheets, and invoice.

The Consultant will be remunerated based on a monthly rate, which will be negotiated with the successful candidate during the contract negotiations. Remuneration will be based on national competitive rates, commensurate with the selected candidate's area of expertise and work experience provided has satisfactorily fulfilled all requirements.

Any eligible and approved reimbursable expenses shall be paid upon submission and approval of relevant verifiable supporting documentation and receipts.

7. Minimum requirements for the Consultant's qualifications and experience

The Consultant should have the following minimum qualifications and experience:

- i. At least a master's degree in Environmental sciences, Environmental Management, Environmental Engineering or other relevant related discipline from a university recognised in Kenya.
- ii. At least ten (10) years of working experience (including 2 similar assignments, with at least 1 assignment in the last 5 years) in various aspects of environmental risk management preferably in public sector infrastructure development projects.
- iii. Has specific experience on environmental issues including but not limited to environmental risk assessment, preparation of environmental management plans and instruments, climate change & resilience, and environmental audits for infrastructure of similar nature.
- iv. Must be a Registered Lead Expert with National Environmental Management Authority (NEMA) or accredited by a reputable and recognized agency and be in possession of a valid practicing license.
- v. Demonstrate knowledge and experience in working with the devolved/sub-national governments on multi-agency projects.

8. Management and accountability of the assignment

The Ministry of Lands, Public Works, Housing and Urban Development is the Client for these services. The Principal Secretary, SDHUD has appointed a Program Coordinator (for KUSP2) to whom the Consultant will report on all contractual matters.

The Program Coordinator will also be responsible for all payments to the consultant once the work has been accepted and cleared for payment by the NPCT Safeguards lead officer. The Consultant will report on all technical matters to the Safeguards lead officer and will work as part of his/her team. The Client will assign relevant staff to work with the consultant for purposes of capacity building and knowledge transfer.

9. Obligations of the Client

The Client will provide the following support to the Consultant:

- a) Office space, office equipment (shared printer, copier, scanner), stationery, internet access, and transport services for official use in delivery of the services.
- b) All available relevant documentation to the consultant, such as the Project Appraisal Document, Periodic reports, Implementation Manuals, etc.
- c) Contacts of key stakeholders.
- d) Introductory letters to key stakeholders to facilitate communication.
- e) Facilitate review and dissemination meetings with key stakeholders; and
- f) Facilitate liaison with other program implementing partners.

10. Obligations of the Consultant

The Consultant shall be responsible for the provision of own computer, with requisite software to perform the assigned duties.

11. Confidentiality, propriety rights of Client in reports and records.

All the reports, data, and information developed, collected, or obtained from the implementing agencies, Client and other Institutions during this exercise shall belong to the Client. No use shall be made of them without prior written authorization from the Client.

At the end of the Services, the Consultant shall relinquish all data, manuals, reports and information (including the database, codes, and related documentation) to the Client and shall make no use of them in any other assignment without prior written authority from the Client.