



**UNITED NATIONS DEVELOPMENT PROGRAMME**

**Individual Contract**

**No.: IC/2013/03**

**GCCA Belize: Enhancing Belize's resilience to adapt to the effects of climate change  
US-2008-FIB-2702949105**

**Contract No.:** GCCA/NIWRA/003

**Organizational Unit:** Ministry of Natural Resources and Agriculture

**Country:** BELIZE

**Contract entered for an:** Financial Sustainability Plan Consultancy  
(National Integrated Water Resources Authority of Belize)

MEMORANDUM OF CONTRACT MADE 10/11/2013, between **THE GOVERNMENT OF BELIZE** (acting through the Ministry of Natural Resources and Agriculture) hereinafter referred to as, "**THE MINISTRY or MNRA**" (or the Employer or the Executing Agency), in the framework of the Global Climate Change Alliance (GCCA) financed Project "Enhancing Belize's resilience to adapt to the effects of climate change 00083646" and the Standard Basic Assistance Agreement (SBAA) between Belize and the United Nations Development Programme (UNDP hereinafter referred to as the Implementing Partner) and, Dr. Ydahlia Metzgen (hereinafter referred to as "**THE CONTRACTOR**") whose address is: Calico Jack's at El Progreso, Cayo District, Belize.

WHEREAS "the MNRA" desires to engage the services of "the Contractor" on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual contractor is ready and willing to accept this Individual Contract with MNRA and UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

**1. Nature of services**

The Individual contractor shall perform the following services as described in the Terms of References which form an integral part of this Individual Contract and are attached hereto as *Annex I*.

Duty Station(s): Belmopan City, Cayo District

## 2. Duration

This Individual Contract shall commence on 21<sup>st</sup> October 2013, and shall expire upon satisfactory completion of the services described above, but not later than 30<sup>th</sup> April, 2014, unless sooner terminated in accordance with the terms of this Individual Contract. This Individual Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at [www.undp.org/procurement](http://www.undp.org/procurement) and are incorporated herein by reference in *Annex II*.

## 3. Consideration

As full consideration for the services performed by the Individual contractor under the terms of this Individual Contract, including the travel to and from the Duty Station, any other travel encompassed by the Terms of Reference in Annex I, UNDP shall pay the Individual contractor upon letter of certification from the PMU/Project Manager under the Financial Sustainability Plan Consultancy that the services have been satisfactorily performed and the Deliverables indicated below have been achieved, the lump sum of BZD\$70,000.00 (Seventy Thousand Hundred Dollars). Such sum shall be paid based on payment schedule articulated below.

DELIVERABLE	AMOUNT (BZE)
1. (10%) - First payment upon submission and approval of a Detailed consultancy work plan within two weeks of the signing of the contract	7,000.00
2. (30%) - Second payment upon submission and approval of Consultancy Report outlining findings of the assessment and recommendations from report	21,000.00
3. (30%) - Third payment upon submission and acceptance of Comprehensive Financial Sustainability strategy that includes an overview of the national situation, an analysis of required enabling environment, explores opportunities and strategies for financing, and details a time-bound action plan.	21,000.00
4. (10%) - Fourth payment upon submission and acceptance of Annex that maps priorities, financing windows and points to clear actions that should be taken to mobilize and sustain funds to support NIWRA processes and	7,000.00



Financial Options	
5. (20%) – Final payment on submission and acceptance of Monitoring and Evaluation plan and Final Draft of the Financial Sustainability Plan with a full set of Annexes.	14,000.00
TOTAL	<b>\$70,000.00</b>

For payment in installments, certification of satisfactory performance for the corresponding deliverable is required.

If unforeseen travel outside the Duty Station not encompassed by the Terms of Reference is required and authorized by UNDP, the Individual Contractor is entitled to reimbursement for travel supporting project delivery, upon presentation of invoices and used ticket stubs in an amount not to exceed \$2,000.00 BZD.

Where two currencies are involved, the rate of exchange shall be the United Nations Operational Rate of Exchange on the day the UNDP instructs its bank to effect the payment(s).

The Policy Coordination and Planning Unit within the Ministry of Natural Resources and Agriculture will provide support, where necessary and reasonable, in travel and logistics for stakeholder consultations identified in the approved work plan.

**4. Rights and Obligations of the Individual contractor**

The rights and obligations of the Individual contractor are strictly limited to the terms and conditions of this Individual Contract, including its Annexes. Accordingly, the Individual contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Individual Contract. The Individual contractor shall be solely liable for claims by third parties arising from the Individual contractor’s own acts or omissions in the course of performing this Individual Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

**5. Beneficiary**

The Individual contractor selects **Chester W. Williams** as beneficiary of any amounts owed under this Individual Contract in the event of death of the Individual contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary:

Address: **Calico Jack’s at El Progreso, Cayo District, Belize**

IN WITNESS WHEREOF, the Parties hereto have executed this Individual Contract.

**By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Individual Contract, including the General Conditions of**

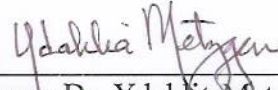
Contracts for Individual contractors available on UNDP website at [www.undp.org/procurement](http://www.undp.org/procurement) and attached hereto in Annex II which form an integral part of this Individual Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

**AUTHORIZING OFFICER:**  
Ministry of Natural Resources and Agriculture



Name: Ms. Beverly Castillo  
Chief Executive Officer  
Ministry of Natural Resources and Agriculture

**INDIVIDUAL CONTRACTOR:**



Name: Dr. Ydahlia Metzgen

Date: 30/10/13 .....

Date: 27/11/13 .....



## **Terms of Reference (TOR) –Financial Sustainability Plan Consultancy (Individual)**

<b>Consultancy Title:</b>	<b>Development of a Long Term Sustainable Finance Plan for the National Integrated Water Resources Authority of Belize</b>
<b>PROJECT NAME:</b>	<b>GCCA Belize: Enhancing Belize’s resilience to adapt to the effects of climate change</b>

### **GENERAL BACKGROUND**

The Government of Belize (GOB), with the support of the United Nation’s Development Programme (UNDP) and with financing from the European Union (EU) has agreed to undertake a project aimed at building Belize’s capacity for climate change governance, with specific interventions in the water sector.

Climate change is now regarded globally as an overarching development challenge that can have serious adverse effects on the economic growth of countries, affecting food security, public health, social stability, and population vulnerability. The proposed intervention recognizes fresh water as being vital and finite and as a resource very vulnerable to climate change. Its linkages to economic growth, livelihoods, social cohesion and political stability of states require that special attention be paid to the effective management of this resource.

The proposed consultancy addresses priorities of water governance identified by the Government of Belize with an aim of laying the foundation for a sustainable use and management of water resources through the creation and institutionalization of the National Integrated Water Resources Authority (NIWRA) as is legislated in the National Integrated Water Resources Act.

### **OBJECTIVES OF THE SUSTAINABILITY PLAN**

The overall objective of the consultancy is to assist the National Integrated Water Resource Authority of the Ministry of Natural Resources and Agriculture in developing a detailed plan to enable the Authority to better meet its fiscal obligations associated with the authority’s establishment and implementation of its mandate; as well as provide a sound rational and model for financial sustainability of the Authority.

### **SCOPE OF WORK**

Under the direct supervision of the National Coordinator / Director of the Policy Coordination and Planning Unit of the MNRA, the consultant will conduct the following tasks:

- i. Review documents and consult with MNRA to better understand the vision, mission and focus areas of the NIWRA

- ii. Conduct situational analysis as a means of providing a context for existing financing and funding tools which are available to the NIWRA. (Situation analysis should also provide an overview of the limitations of existing financing and funding tools and includes recommendations for further work that could be undertaken to address these limitations including any legislative amendments as required.
- iii. Prepare costing estimates supporting the day to day operations of the authority, based on the proposed organizational structure and operational mandate.
- iv. Identify transparent tools and mechanisms which can be used to address funding gaps relating to the services provided by the NIWRA. (Consultancy should recommend alternative funding approaches which can be considered by the authority.)
- v. Recommend future financing and funding options to be pursued as part of the NIWRA approved service delivery structure for sustainment of the growth management process.
- vi. Develop a financing plan for NIWRA operations (Plan should include a preliminary review of the feasibility of implementing financing tools to allow for a prioritization of the tools that should be pursued in the short-term and those that will require further work and should be considered in the long-term.)
- vii. Develop associated monitoring and evaluation plan for the financial sustainability plan of the NIWRA.

#### **DELIVERABLES**

- 6. A comprehensive financial sustainability strategy that includes an overview of the national situation, an analysis of required enabling environment, explores opportunities and strategies for financing, and details a time-bound action plan
- 7. An annex that maps priorities, financing windows and points to clear actions that should be taken to mobilize and sustain funds to support NIWRA processes
- 8. An annex which elaborates an associated monitoring and evaluation plan.

#### **COMPETENCIES**

- 9. Ability to lead strategic planning, results-based management and reporting
- 10. Ability to lead formulation of strategies, implementation and monitoring and evaluation plans
- 11. Ability to identify and analyze trends, opportunities and threats to fund-raising
- 12. Ability to apply resource mobilization and partnerships building theory to the specific organizational context

#### **REQUIRED SKILLS AND EXPERIENCE**

##### ***Education:***

- 13. University degree (Master) in economics/finance planning/or related fields. (A post-graduate specialization in development sciences would be an asset.)
- 14. Extensive knowledge of financing organizational development combined with specific knowledge of tariff and fee structure setting.

##### ***Experience:***

- 15. At least 5 years of professional experience working on financial planning, fiscal sustainability,

fiscal management (in the context of developing countries)

16. Past experience in working with governmental structures would be an advantage

***Language:***

17. English is the working language