

Republic of Kenya



# The Kerio River Ecosystem

## Inter County Cooperation Agreement on Climate Change Governance

June 2019



Baringo



Elgeyo Marakwet



West Pokot

# KERIO RIVER ECOSYSTEM CLIMATE CHANGE COOPERATION AGREEMENT

## PREAMBLE

**WHEREAS** the County Governments of Baringo, Elgeyo Marakwet and West Pokot (hereinafter referred to as the Partner Counties) enjoy a shared natural resource in the form of the Kerio River Ecosystem:

**AND WHEREAS** the Constitution of Kenya in the Fourth Schedule Part 2 mandates County Governments to “Control air pollution, noise pollution, other public nuisances and outdoor advertising” (Article 3), and for “Implementation of specific national government policies on natural resources and environmental conservation; including (a) soil and water conservation, and, (b) forestry” (Article 10);

**AND WHEREAS** the Constitution of Kenya 2010 in Article 1 of the Fourth Schedule Part 2 allots County Governments responsibility for “Agriculture, including – (a) crop and animal husbandry; (b) livestock sale yards; (c) county abattoirs; (d) plant and animal disease control; and, (e) fisheries”, the achievement of these is dependent on a sustainable environment;

**AND WHEREAS** a critical object of the system of devolved government, according to Article 174(f) of the Constitution of Kenya is to promote social and economic development and provide proximate and easily accessible services across Kenya:

**AND WHEREAS** the Constitution of Kenya in Article 189(2) provides an enabling framework for establishment of regional partnerships on specific functions and exercise of powers;

**AND WHEREAS** the Partner Counties have experienced, severally and collectively, massive negative effects of climate change that continue to put the residents at economic and health risk;

**AND WHEREAS** the Partner Counties recognize that the existing legislative and policy framework domiciled in each county is inadequate to address and mitigate the climate change affecting the entire Kerio River ecosystem;

**AND WHEREAS** the Partner Counties are cognizant of Kenya’s commitment to achieve Social Development Goal Number 13 (Take urgent action to combat climate change and its impacts) and wishing to play a role in its achievement;

**AND WHEREAS** the Partner Counties are appreciative of the project named Community Resilience in Kerio River Ecosystem (CORKE), funded by UKAID, that was implemented by a consortium of the National Council of Churches of Kenya (NCCCK), the Anglican Development Services Central Rift (ADS-CR), and Christian



Impact Mission (CIM) which sensitized and built capacities of residents of the three counties and officials of the county governments on the urgency of strengthening climate change governance;

AND WHEREAS the said Partner Counties have resolved to act in concert to achieve the objectives set out herein:

NOW THEREFORE the County Governments of Baringo, Elgeyo Marakwet and West Pokot Counties:

DETERMINED to strengthen their environmental, social and other ties for effective management of shared natural resources and sustainable climate change action:

CONVINCED that cooperation by counties that have close geographical proximity will enhance the scope of effectiveness of climate change actions, raise the standard of living of their people and foster close and peaceful relations among the counties:

AGREE AS FOLLOWS:

## **SECTION 1** **Interpretation**

### **1. In this Agreement**

- i) **Agreement** means this Cooperation Agreement between the Kerio River Ecosystem Partner Counties on Climate Change Action;
- ii) **Kerio River Ecosystem** means the Kerio River source and its course within the Partner Counties;
- iii) **Governors' Panel** means a meeting of Governors from Partner Counties, the representative of the National Council of Churches of Kenya, and Chief Executive Officer of North Rift Economic Bloc;
- iv) **Inter County Climate Change Steering Committee** means a meeting by representatives from the three counties to give leadership to climate change interventions within the partner counties;
- v) **Partner Counties** refers to the County Governments of Baringo, Elgeyo Marakwet and West Pokot Counties
- vi) **Sector Committees** refers to committees established by the Inter County Climate Change Steering Committee to deal with specific sectors of climate change

- vii) **North Rift Economic Bloc (NOREB)** refers to the economic bloc that brings together Baringo, Elgeyo Marakwet, Nandi, Samburu, Trans Nzoia, Turkana, Uasin Gishu, and West Pokot Counties
2. In this agreement a reference to a law, regulation or guidelines shall be construed as a reference to the law, regulation or guidelines of Kenya and individual Partner Counties as from time to time be amended and or repealed.

## **SECTION 2**

### **Establishment of the Partnership**

By this Agreement the Partner Counties commit to partner in joint and common actions to mitigate climate change in the Kerio River Ecosystem.

## **SECTION 3**

### **Membership of the Partnership**

1. The Partner Counties shall be the County Governments of Baringo, Elgeyo Marakwet and West Pokot, and any other county that is covered by the Kerio River Ecosystem and which may be granted membership to the Partnership under this Agreement.
2. The Partner Counties will set the terms and conditions for granting of membership to, or association with, or any other county with the Partnership or its participation in any activities of the Partnership.
3. Subject to paragraph 4 of this Section the matters to be taken into account by the Partnership Counties in considering the application by another county to become a member of, be associated with, or participate in any of the activities of the Partnership shall include that county's;
  - (a) acceptance of the Partnership as set out in this Agreement;
  - (b) geographical proximity to and climatic interdependence between it and Kerio River Ecosystem; and
  - (c) potential contribution to the strengthening of the climate change action within the Partnership;
4. The conditions and other considerations that shall govern the membership or association of a new county with the Partnership or participation in the activities of the Partnership shall be those prescribed in this Section.

5. The procedure to be followed with respect to the granting of membership, participation in any activities of the Partnership, or observer status shall be prescribed by the Governors' Panel.

## **SECTION 4**

### **Legal Capacity of the Partnership**

The Partnership shall not have legal capacity as a body corporate as it is by nature a commitment by the Partner Counties to agree on common climate change actions.

## **SECTION 5**

### **Objectives of the Partnership**

1. The objectives of the Partnership shall be to:
  - a. Develop policies and programs aimed at conserving the Kerio River Ecosystem and mitigating the effects of Climate Change
  - b. Facilitate synergizing of climate change related laws, policies and plans in the Partner Counties
  - c. Develop and/or enhance strategies and action plans for management of the Kerio River Ecosystem
  - d. Develop and/or enhance strategies and tools to monitor the implementation of climate change governance, mitigation and adaptation actions in the Partner Counties
  - e. Facilitate intra and inter county Public Participation forums, platforms and conferences
2. In pursuance of the provisions of paragraph 1 of this Section, the Partner Counties will be coordinated by the North Rift Economic Bloc (NOREB), which will provide Secretariat support for the Climate Change actions.

## **SECTION 6**

### **Fundamental Principles of the Partnership**

The principles that shall govern the practical achievements of the objectives of the Partnership include:

- (a) the values and principles set out in the Constitution of Kenya 2010 and the Laws of Kenya;
- (b) mutual trust, political will and equity;

- (c) equitable distribution of the costs and benefits of cooperation;
- (d) cooperation for mutual benefit;
- (e) adherence to the principles of devolved government established in Article 175 of the Constitution of Kenya;
- (f) peaceful coexistence and good neighborliness; and
- (g) amicable settlement of disputes.

## **SECTION 7**

### **Establishment of the Organs of the Partnership**

1. There are established as organs of the Partnership:
  - (a) the Governors' Panel
  - (b) the Inter County Climate Change Steering Committee, hereafter referred to as "The Committee"
2. Upon the signing of this Partnership Agreement, the Governors' Panel will establish the Inter County Climate Change Steering Committee.
3. The organs of the Partnership shall perform the functions and act within the limits of the powers conferred upon them by and under this Agreement.
4. Appointment of the members of The Committee shall be as guided by this Agreement.

## **SECTION 8**

### **Membership of the Governors' Panel**

1. The Governors' Panel shall consist of
  - a. the Governors of the Partner Counties.
    - (a) If a member of the Panel is unable to attend a meeting of the Panel and it is not convenient to postpone the meeting, the member may appoint the Deputy Governor to attend the meeting.
    - (b) A Deputy Governor so appointed under paragraph 1, shall for purposes of that meeting, have all the powers, duties and responsibilities of the member of the Panel for whom the Deputy Governor is acting.

- b. A representative of the religious leaders appointed by the National Council of Churches of Kenya who is exofficio
  - c. The Chief Executive Officer of the North Rift Economic Bloc (NOREB) who is exofficio
- 2. The Governors' Panel shall be chaired by one of the Governors of the Partner Members on a rotational basis
- 3. The Chairperson shall hold office for the period of one year

## **SECTION 9**

### **Functions of the Panel**

- 1. The Panel shall give general directions, guidance and impetus as to the development and achievement of the Partnership.
- 2. The Panel shall consider quarterly progress reports and such other reports submitted to it by The Committee as provided for by this Agreement.
- 3. Subject to this Agreement, the Panel may in writing delegate the exercise of any of its functions, subject to any conditions which it may think fit to impose, to a member of the Panel, to The Committee or to the Chief Executive Officer of the North Rift Economic Bloc (NOREB).
- 4. The Panel shall approve the Partnership's budget.
- 5. The Panel may recommend statutes, policies, regulations or action plans for enactment by the Partner Counties for carrying into effect the provisions of this Agreement.

## **SECTION 10**

### **Meetings of the Panel**

- 1. The Panel shall meet at least two times a year and may hold extraordinary meetings as may be required.
- 2. A simple majority of the total membership of the Panel shall form quorum at any of its meetings.
- 3. The decisions of the Panel shall be by a simple majority of the members of the Panel provided that the Panel shall endeavor from time to time to reach its decisions by consensus.



4. Subject to the provisions of this Agreement, the Panel shall determine its own procedures, including that for convening its meetings, for the conduct of its business, and for the rotation of the Chairmanship among the members of the Panel.
5. The Chief Executive Officer of the North Rift Economic Bloc shall serve as the Secretary during the meetings of the Panel.

## **SECTION 11**

### **Membership of The Committee**

1. The Inter County Climate Change Steering Committee shall consist of:
  - (a) the member of the County Executive Committees of each Partner County responsible for Climate Change
  - (b) the Chief Officer responsible for Climate Change
  - (c) the Director in charge of the Department responsible for Climate Change
  - (d) the Chairperson of the County Assembly Committee for Environment of each Partner County
  - (e) the County Commissioner of each Partner County or representative
  - (f) the senior-most officer in charge of Environment of the national government stationed in each Partner County
  - (g) the senior-most officer in charge of Forestry under the National Government stationed in each Partner County
  - (h) one community member from each Partner County who has a track record of engagement in climate change governance and who shall be appointed by County Executive Committee member responsible for Climate Change
  - (i) one religious leader from each Partner County appointed by the National Council of Churches of Kenya



- (j) the North Rift Economic Bloc Chief Executive Officer who shall serve as the Secretary of the Committee
- 2. The tenure of office of the Chairperson of the Committee shall be one year.
- 3. The Committee shall be chaired by one of the County Executive Committee members
- 4. The office of Chairperson of the Committee shall be held in rotation.
- 5. The Chairperson of the Committee shall automatically come from the Partner County of the Chairperson of the Panel.

## **SECTION 12**

### **Functions of The Committee**

- 1. The Committee shall be the policy making organ of the Partnership.
- 2. The Committee shall promote, monitor and keep under constant review the implementation of the programs of the Partnership and ensure the proper functioning and development of the Partnership in accordance with this Agreement.
- 3. The Committee shall:
  - (a) recommend policy decisions for the realization of the objectives of the Partnership;
  - (b) ensure coordination and harmonization of the policies, programs and projects of the Partnership;
  - (c) approve and monitor the implementation of the budget of the Partnership;
  - (d) recommend to the Panel the establishment or reorganization of any sector committee;
  - (e) implement the decisions and directives of the Panel as may be directed to it;
  - (f) submit quarterly and annual progress reports to the Panel and prepare the agenda for the meeting of the Panel; and
  - (g) make such rules and regulations, issue directives, take decisions, make recommendations and give opinions, as may be necessary for the realization of the objectives of the Partnership
- 4. The Committee shall cause all regulations, guidelines or directives made by it or given by it in this Agreement to be presented to the County Assembly of

each Partner County and thereafter to be published in the gazette and such regulations, guidelines or directives shall come into force on the day of publication unless otherwise provided.

### **SECTION 13**

#### **Meetings of the Committee**

1. The Committee shall meet at least four times in every year, two of them immediately preceding a meeting of the Panel.
2. The Committee may, with the concurrence of at least one-third of the Partner Counties' delegations, hold an extraordinary meeting.
3. The decisions of the Committee shall be by simple majority of the members of the Committee provided that the Committee shall at all times endeavour to reach its decision by consensus.
4. At least half of the Partner Counties shall form a quorum at any of the meetings of the Committee.
5. All the members of the Committee who emanate from the same Partner County shall collectively constitute a single Partner County delegation for purposes of Paragraphs 2, 3 and 4 of this Section.
6. For the avoidance of doubt, a County Executive Committee Member shall be the leader of a County delegation.
7. Subject to the provisions of this Agreement, the Committee shall determine its own decision-making procedures, including that for convening its meetings and for the conduct of its business.
8. The minutes of the Committee shall be a public record open to inspection at the NOREB office and at the office of the County Executive Committee Member responsible for Climate Change.

### **SECTION 14**

#### **Establishment and Composition of Sector Committees**

1. There shall be such sector committees to the Partnership established by the Committee as may be necessary for the achievements of the objectives of this Agreement.
2. Subject to Sub Section 1, the sector committees may be responsible for the following sectors —

- (a) Legislation, Forestry, Riparian lands protection, Alternative Livelihoods, Agriculture, Finance, Civic Education, Communal land management, Disaster Preparedness and Mitigation, and, Partnerships Development
  - (b) any other sector as may be determined by The Committee from time to time.
- 3. Each Sector Committee shall consist of the members as shall be determined by The Committee, but should essentially include the members of the County Executive Committees of the Partner Counties responsible for the sectors falling within their respective areas.
- 4. The Sector Committees may be standing or ad-hoc as will be determined by The Committee

## **SECTION 15**

### **Functions of Sector Committees**

Subject to any directions The Committee may give, each sector committee shall:

- (a) be responsible for the preparation of a comprehensive implementation programme and setting out of the priorities with respect to its sector;
- (b) monitor and keep under constant review the implementation of the programmes of the Partnership with respect to its sector;
- (c) submit to the Committee either on its own initiative or at the request of the Committee, reports and recommendations on realization of the objectives of this Agreement; and
- (d) have such other functions that may be conferred on it by this Agreement.

## **SECTION 16**

### **Meetings of Sector Committees**

- (1) Subject to any directions that may be given by the Committee, the Sector Committee shall meet as often as necessary for the proper discharge of their functions and shall prepare its rules of procedure.

- (2) The rules of procedure of meetings applicable to the Committee shall apply with necessary modifications to the Sector Committees.

## **SECTION 17**

### **Secretariat for the Partnership**

- (1) The secretariat of the North Rift Economic Bloc (NOREB) shall provide secretariat services to the Partnership and shall be the executive organ of the Partnership.
- (2) In the discharge of the Secretariat function, NOREB shall be responsible for:
- (a) the general administration and financial management of the Partnership;
  - (b) implementing the rules, regulations and decisions of the Panel and the Committee;
  - (c) proposing draft agenda for the meetings of the Panel and the Committee;
  - (d) organizing and keeping records of the meetings of the Panel, the Committee, and the committees of the Partnership;
  - (e) custody of the records of the Partnership;
  - (f) submitting the budget of the Partnership to the Committee for its consideration;
  - (g) the strategic planning, management and monitoring of programs and projects for the realization of the objectives of the Partnership;
  - (h) mobilizing funds for the implementation of the programs and projects of the Partnership;
  - (i) initiating, receiving and submitting recommendations to the Committee;
  - (j) submitting reports on the activities of the Partnership to the Committee;
  - (k) submitting quarterly and annual reports on the finances and administration of the Partnership to The Committee and the County Executive Committee member responsible for Finance of the Partner Counties;
  - (l) initiating studies and research relating to the realization of the objectives of the Partnership;

- (m) promoting the Partnership and disseminating information on the Partnership to stakeholders and the public; and
- (n) any other function assigned to it by the Panel or the Committee or under this Agreement.

## **SECTION 18**

### **Budget of the Partnership**

1. There shall be a budget for the organs and activities of the Partnership;
2. Subject to this Agreement, a budget for the Partnership for each financial year shall be prepared by NOREB for consideration by the Committee and approval by the Panel.
3. The budget of the Partnership shall be funded through equal contributions by the Partner Counties and funds received from donations and any other sources as may be determined by the Committee and approved by the Panel.
4. Other resources of the Partnership shall include such extra budgetary resources such as grants, donations, funds for projects and programmes and technical assistance.
5. All expenditures of the Partnership shall be utilized to finance activities of the Partnership as shall be determined by the Committee on the approval by the Panel.
6. The fiscal year of the Partnership shall run from 1<sup>st</sup> July to 30<sup>th</sup> June.
7. The appropriation of the amount required to balance the budget of the Partnership shall be subject to such review and approval as the budgetary processes of the respective Partner Counties and the Public Finance Management Act, may require.
8. Each Partner County shall consider the Partnership budget in their annual budgetary estimates as guided by the Public Finance Management Act, 2012.
9. The accounts of the Partnership shall be managed and audited as a subset of the accounts of the North Rift Economic Bloc.
10. The Committee shall make financial rules and regulation for the Partnership in line with the Public Finance Management Act, 2012.

## **SECTION 19**

### **Commitments by Partner Counties**

1. To effect this Partnership Agreement, each Partner County is committed to the common climate change governance that are defined in this Agreement.
2. Each county will allocate at least 2% of the annual development budget to Climate Change interventions.
3. A portion of the allocation referred to in (2) above shall be used to finance the Budget of the Partnership referred to in Section 18 above.
4. As will be guided by the budget approved by the Panel, each county will contribute an equal amount to meet the said Partnership Budget.
5. Each County will establish County level Climate Change Committees as is provided for in the Sub Sections following:
6. County Climate Change Committee
  - a. The Committee will be chaired by the Director responsible for Climate Change
  - b. Membership of the County Climate Change Committee will include:
    - i. Director for the department responsible for Climate Change
    - ii. County Commissioner or nominee
    - iii. Representatives of the national government ministries and organs whose mandates cover climate change, environment, forestry and water
    - iv. Three representatives of faith leaders nominated by the Catholic Church, the Evangelical Alliance of Kenya, and the National Council of Churches of Kenya
    - v. Three members of the Environment or Climate Change Committee in the County Assembly
    - vi. Two community members from each Sub County Climate Change Committee
    - vii. Representatives of non government agencies implementing county-wide climate change projects in the county
  - c. The Functions of the County Climate Change Committee shall be to:
    - i. Develop climate change governance, mitigation and adaptation plans for the County
    - ii. Propose to the County government budgets for the action plans referred to in (i) above

- iii. Develop and recommend to the County Executive and the County Assembly development or amendment of legislation, policies, strategies and action plans on climate change
- iv. Receive reports from national government and county government departments and agencies on climate change activities undertaken in the county
- v. Receive updates from non government agencies implementing climate change activities
- vi. Mobilize resources for climate change mitigation and adaptation interventions
- vii. Submit quarterly reports to the County Assembly on climate change activities undertaken in the county through the County Executive

d. The Committee shall meet at least once every month

## 7. Sub County Climate Change Committee

- a. The Committee will be chaired by the Sub County Administrator
- b. Membership of the County Climate Change Committee will include:
  - i. The Sub County Administrator
  - ii. Deputy County Commissioner or nominee
  - iii. Representatives of the national government ministries and organs whose mandates cover climate change, environment, forestry and water at the Sub County
  - iv. Three representatives of faith leaders nominated by the Catholic Church, the Evangelical Alliance of Kenya, and the National Council of Churches of Kenya
  - v. Members of the County Assembly whose wards are in the Sub County
  - vi. Two community members from each Ward Climate Change Committee
  - vii. Representatives of non government agencies implementing climate change projects in the sub county
- c. The Functions of the Sub County Climate Change Committee shall be to:
  - i. Adapt and contextualize the county climate change plan to the sub county
  - ii. Propose to the County government budgets for the action plans referred to in (i) above
  - iii. Recommend to the County Executive and the County Assembly development or amendment of legislation, policies, strategies and action plans on climate change



- iv. Receive reports from national government and county government departments and agencies on climate change activities undertaken in the sub county
- v. Receive updates from non government agencies implementing climate change activities
- vi. Mobilize resources for climate change mitigation and adaptation interventions
- vii. Submit monthly reports to the County Climate Change Committee

d. The Committee shall meet at least once every month

## 8. Ward Climate Change Committee

- a. The Committee will be chaired by the Ward Administrator
- b. Membership of the Ward Climate Change Committee will include:
  - i. The Ward Administrator
  - ii. Assistant County Commissioner
  - iii. Three representatives of faith leaders nominated by the Catholic Church, the Evangelical Alliance of Kenya, and the National Council of Churches of Kenya
  - iv. The Member of the County Assembly for the Ward
  - v. Two community members from each Village Climate Change Committee
  - vi. Representatives of non government agencies implementing climate change projects in the Ward
- c. The Functions of the Ward Climate Change Committee shall be to:
  - i. Develop Ward Level climate change mitigation and adaptation plans
  - ii. Adapt and contextualize the county climate change plan to the Ward
  - iii. Oversee implementation of the plans referred to in (i) and (ii) above
  - iv. Propose to the County government budgets for the action plans referred to in (i) and (ii) above
  - v. Mobilize resources for climate change mitigation and adaptation interventions
  - vi. Submit monthly reports to the Sub County Climate Change Committee
- d. The Committee shall meet at least once every month

9. A portion of the allocation referred to in (2) above shall be used to finance the activities of the County Level Committees referred to in Sub Sections 6 to 8 above.

## **SECTION 20**

### **Support by CORKE Partners**

1. The Consortium Partners who implemented the Community Resilience in Kerio River Ecosystem, these being the National Council of Churches of Kenya (NCCCK), the Anglican Development Services – Central Rift (ADS-CR), and the Christian Impact Mission (CIM), commit to support the implementation of this Cooperation Agreement.
2. The support referred to in (1) above will entail working in close partnership with the North Rift Economic Bloc (NOREB) through:
  - a. Joint resource mobilization in the Climate Change thematic area
  - b. Joint implementation of the initiatives as resources are available
  - c. Strengthening capacities of County Staff of the NOREB counties on Climate Change Governance
  - d. Partnering with County Assemblies of the Partner Counties to pass the laws and policies required to facilitate implementation of the Cooperation Agreement
  - e. Strengthening capacities of community members in the Partner Counties to adopt Climate Change mitigation and adaptation measures
  - f. Development of a Monitoring and Evaluation framework for the Cooperation Agreement
3. The National Council of Churches of Kenya will nominate religious leaders to be included in the Climate Governance Committees envisaged under this Cooperation Agreement.

## **SECTION 21**

### **Dispute Resolution**

- (1) This Agreement shall be interpreted according to and shall be governed by the Laws of Kenya.

- (2) Any dispute arising in connection with this Agreement, including any question in respect of the interpretation, validity, termination, or non-termination of this Agreement, shall be settled within the framework of the Intergovernmental Relations Act, 2012.
- (3) All disputes shall be settled using the alternative dispute resolution framework including arbitration, mediation and conciliation.
- (4) Where a matter is referred to arbitration, the Arbitration Act, 2007, shall apply.

## **SECTION 22**

### **Sanctions**

A Partner County which defaults in meeting its obligations under this Agreement shall be subject to such action as the Panel may on the recommendation of the Committee determine.

## **SECTION 23**

### **Implementation of the Agreement**

1. Each Partner County, in accordance with its respective statutory authorities and applicable procedures, undertakes to adopt and enforce the necessary rules and regulations to implement and enforce this Agreement, and the programs adopted by such Partner County to implement the programs contemplated by this Agreement.
2. Each Partner County shall submit an annual report on implementation of this Agreement to the Panel.
3. The Governor of each Partner County is authorized to take such lawful action as may be necessary and proper to ensure implementation of the Agreement and the initial organization and operation there under.

## **SECTION 24**

### **Accession**

1. Any County that enjoys geographical proximity to the Kerio River Ecosystem may, at any time after the entry into force of this agreement, notify the Chairperson of the Panel of its intention to accede to this agreement and to be admitted as a member of the Partnership.

2. The Chairperson of the Panel shall, upon receipt of such notification, transmit copies thereof to all the Partner Counties.
3. The Panel shall decide to admit a County as a member of the Partnership by consensus or, failing which, by a two-thirds majority vote of the Partner Counties.

## **SECTION 25**

### **Cessation of Membership**

1. Any Partner County that desires to renounce its membership of the Partnership shall submit a written notification to the Chairperson of the Panel.
2. At the end of one year from the date of such notification, if not withdrawn, this Agreement shall cease to apply with respect to the renouncing Partner County, which shall there by cease to belong to the Partnership.
3. During the period of one year referred to in Paragraph 2 of this Section, a Partner County wishing to withdraw from the Partnership shall comply with the provisions of this Agreement and shall be bound to discharge its obligations under this agreement up to and including the date of its withdrawal.

## **SECTION 26**

### **Expulsion of a Member County**

1. The Panel may expel a Partner County from the Partnership for gross and persistent violation of the principles and objectives of this Agreement after giving such a Partner County twelve months' written notice.
2. Upon expiration of the period specified in Paragraph 1, the Partner County concerned shall cease to be a member of the Partnership, unless the notice is cancelled within the notice period.
3. During the period referred to in paragraphs 1 and 2, the Partner County concerned shall continue to comply with the provisions of this Agreement and is liable to discharge all subsisting obligations and long-term commitments incurred during membership.

## **SECTION 27**

### **Amendments**

1. Any Partner County may submit proposals for the amendment or revision of this Agreement.
2. Proposals for the amendment or revision of this Agreement shall be submitted to the Chairperson of the Panel, who shall transmit such proposals to the Partner Counties within thirty (30) days of receipt thereof.
3. The Panel shall, upon the advice of the Committee, examine the proposals for amendment or revision of this Agreement within a period of six months following notification of the Partner Counties.
4. The Panel shall adopt any amendment or revision of this Agreement by consensus or, failing which, by a two-thirds majority vote of the Partner Counties.
5. Any amendment or revision of this agreement that the Panel adopts in accordance with Paragraph 4 of this Section shall be submitted for ratification by all the Partner Counties in accordance with this Agreement.

## **SECTION 28**

### **Duration of the Agreement and Termination**

1. Once effective, this Agreement shall remain binding upon each and every Partner County unless terminated.
2. This Agreement may be terminated at any time by a two-thirds majority vote of the Panel. In the event of such termination, all rights established under the Agreement shall continue unimpaired.

## **SECTION 29**

### **Ratification, Effective Date and Execution**

1. This Agreement shall be signed and sealed in identical original copies by the respective Governors of the signatory Partner Counties.
2. This Agreement shall be binding upon execution by the Governors of the Partner Counties.

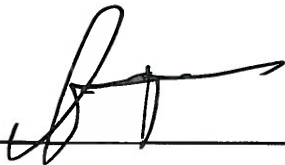
3. A signed copy shall be filed with the County Secretary of each of the Partner County, one copy shall be filed with the County Attorney of each Partner County, one copy shall be filed with the Clerk of the County Assembly of each Partner County, one copy shall be filed with the Council of Governors, one copy shall be filed with the National Council of Churches of Kenya which inspired the Partnership, and one copy shall be filed and retained in the archives of the NOREB.
4. The signatures shall be affixed and attested under the following form:

In Witness Whereof, and in evidence of the adoption and enactment into law of this Agreement by the County Assemblies of the signatory Partner Counties, the respective Governors do hereby, in accordance with the authority conferred by law, sign this Agreement in original copies, attested to by the respective County Secretaries, and have caused the seals of the respective Counties to be hereunto affixed this \_\_\_\_\_ day of (month), (year).

~~~~~ ENDS ~~~~~

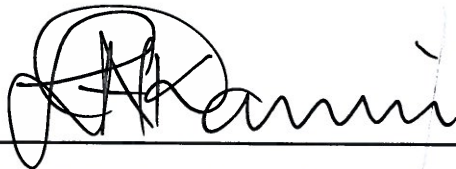
**IN WITNESS WHEREOF, WE,** the respective Governors do hereby, in accordance with the authority conferred by law, sign this Cooperation Agreement in ten (10) original copies, attested to by the respective County Secretaries, and have caused the seals of the respective Counties to be hereunto affixed this 25<sup>th</sup> day of June, the year of our Lord 2019.

***Signed for the respective parties by:***



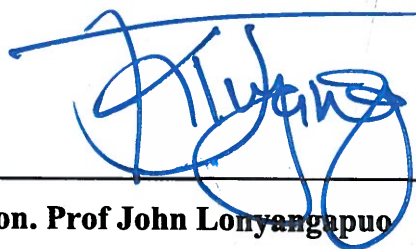
**H.E. Hon. Stanley Kiptis**

Governor- Baringo County



**H.E. Hon. Eng. Alex Tanui Tolgos, E.G.H**

Governor – Elgeyo / Marakwet County



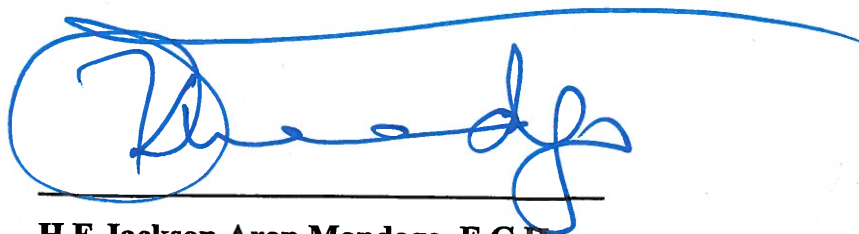
**H.E. Hon. Prof John Lonyangapuo**

Governor - West Pokot County





**Witnessed by:**



**H.E Jackson Arap Mandago, E.G.H**

Governor - Uasin Gishu County

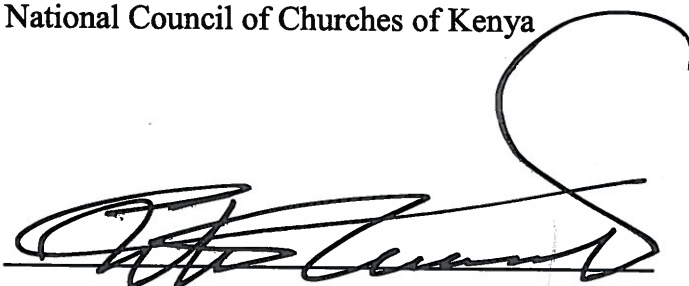
Chairman North Rift Economic Bloc



**Rev Canon Peter Karanja**

General Secretary

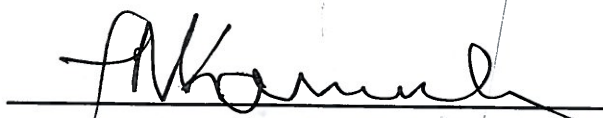
National Council of Churches of Kenya



**Bishop Dr Titus Masika**

Executive Director

Christian Impact Mission



**Most Rev Jackson ole Sapit**

Archbishop, Anglican Church in Kenya

and Bishop of All Saints Cathedral Nairobi

Patron, Anglican Development Services

