

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**NAIROBI METROPOLITAN SERVICES**



**AND**

**THE KENYA ALLIANCE OF RESIDENT ASSOCIATIONS**

***Kara***

*The Kenya Alliance of Resident Associations*

**FOR**

**COOPERATION IN SERVICE DELIVERY AND DEVELOPMENT**

*September* **THIS Memorandum of Understanding (MOU)** is made this *22<sup>nd</sup>* day of the year Two Thousand and Twenty.

**BETWEEN:**

the **NAIROBI METROPOLITAN SERVICES**, a Public Entity established on 18<sup>th</sup> March 2020 vide Executive Order No. 3 of 2020 as the Institutional Framework to perform the transferred functions on behalf of the National Government of P. O. Box 49130 -00100 Nairobi, Kenya (hereinafter referred to as "**NMS**" which expression shall where the context so admits include its successors and assignees)

AND

**THE KENYA ALLIANCE OF RESIDENT ASSOCIATIONS**, an umbrella body representing the of Resident Associations in Kenya registered on 22 September 2000 vide Registration Number 20050 under the Societies Act Cap. 108 Laws of Kenya, situated at Kingara Close (House Number 10) off Kingara Road, Nairobi of P.O Box1411-00100 Nairobi, Republic of Kenya (hereinafter referred to as "**KARA**" which expression shall where the context so admits include its successors and assignees)

**PREAMBLE**

**WHEREAS,**

**PURSUANT** to Article 187 of the Constitution, on 25 February 2020 the Nairobi City County Government and the National Government signed a Deed of Transfer of Functions Agreement which was published vide Gazette Notice No. 1609, transferred four (4) functions, to the National Government;

**FOLLOWING** the Transfer of Functions, on 18 March 2020, the Nairobi Metropolitan Services was established as the Institutional Framework mandated to perform the transferred functions on behalf of the National Government;

**IN FURTHERANCE OF** its mandate, NMS seeks to enhance service delivery in Nairobi, and is committed to providing affordable, accessible and sustainable quality services, facilitate stakeholder engagement, enhance community participation and creating a secure environment for social and economic development;

**NOTING** that KARA is a non-political, non-profit, non-denominational and a non-racial welfare society that continually seeks to accelerate equal access to public services, by all Kenyans and at all times, and that in furtherance of the said objective, its mandate includes facilitation of formation of resident's association and coordination of the associations activities with a view to enhancing service delivery and responding to challenges associated thereto;

**TAKING COGNIZANCE** of the role of Community and Residents Associations in promoting public participation and engagement in service delivery and development activities;

**AWARE** of the desire by KARA and its members' associations to establish a structured framework that will enhance cooperation and coordination with NMS;

**RECOGNIZING** that the Nairobi City County Community and Neighborhood Associations Engagement Act, 2016 provides the framework for cooperation between NMS and KARA;

**NOTING** the recognition of Resident Associations under the the Nairobi City County Community and Neighborhood Associations Engagement Act, 2016;

**NOW THEREFORE** this MOU seeks to establish a framework that will promote structured and effective engagement between NMS and KARA, and facilitate implementation of the Nairobi City County Community and Neighbourhood Associations Engagement Act, 2016;

**THE PARTIES HEREBY AGREE ON THE FOLLOWING:**

**ARTICLE 1: DEFINITION AND INTERPRETATION**

For the purpose of this Memorandum of Understanding:

1.1 "Act" means the Nairobi City County Community and Neighborhood Associations Engagement Act, 2016

1.2 "MOU" means the Memorandum of Understanding between NMS and KARA

1.3 "Parties" means the NMS and KARA

1.4 "Association" means Resident Associations

**ARTICLE 2: PURPOSE AND SCOPE OF THE MOU**

2.1 To provide a framework for cooperation that will provide an avenue for engagement, promote participation, service delivery, development and collaboration in areas of interest in Nairobi, and

2.2 Facilitate in the implementation of the Nairobi City County Community and Neighborhood Associations Engagement Act, 2016.

2.3 This MOU will be limited to activities falling within the scope of the four (4) functions that were transferred by the Nairobi City County Government to the National Government as set out under the Deed of Transfer of Functions dated 25<sup>th</sup> February 2020.

## **ARTICLE 3: RESPONSIBILITIES OF THE PARTIES**

### **3.1 KARA will;**

- (a) Represent and be the focal points of Community and Resident Associations within the Nairobi Metropolitan Area in engagement with NMS;
- (b) Facilitate communication and coordination with NMS;
- (c) Engage NMS on matters affecting community and Resident Associations in Nairobi Metropolitan Area;
- (d) Represent Resident Associations on matters that require public participation that are being implemented by NMS;
- (e) Sensitize Resident Associations on the mandate of NMS and the roles and responsibilities of the Associations in promoting development and service delivery.;
- (f) Mobilize individual Residents Associations to enhance engagement;
- (g) Establish mechanisms through which Resident Associations will actively participate in development activities such as construction approvals, monitoring and reporting on adherence to Physical and Land Use Planning laws and regulations, zoning requirements within or around the neighborhoods, solid waste management, enhancement of security through community policing initiatives, conversation of environment and water resources, among others;
- (h) Advise and assist its member associations in taking up particular service functions in their respective areas, including but not limited to beatification of public/ common areas, street lights, walkways, estate roads, among others;
- (i) Facilitate capacity building measures by the NMS for community and Resident Associations;
- (j) Promote a cordial working relationship and engagement between the NMS and individual community and Resident Associations; and
- (k) Perform any other function that promotes will promote and enhance service delivery and development.

### **3.2 NMS will -**

- (a) Collaborate and cooperate with KARA to ensure effective engagements with Resident Associations on service delivery issues.

- (b) Support KARA as a stakeholder in protecting and/or recovering public utility land and recreational facilities as well as public assets;
- (c) Engage KARA on behalf of Resident Associations in the consultation process to delineate respective areas and zones which may be recognized as areas of the respective Associations;
- (d) Engage KARA in promoting capacity building measures for Resident Associations;

#### **ARTICLE 4: RESOURCE MOBILIZATION**

4.1 In principle, each Parties will be responsible for its own cost for expenses relating to carrying or implementing this MOU.

#### **ARTICLE 5: MANAGEMENT**

- (a) Each Party will designate a Liaison Officer or any other appropriate Office to manage cooperation under this MoU. The Parties representatives will meet at least twice per year, and at such other occasions as may deemed necessary or at the request of either Party, to deliberate of matters affecting cooperation under the MoU or to review other matters concerning the MoU, such as future policy and joint activities.
- (b) The Parties may enter into sector specific or general agreements and/or memoranda under this Memorandum to undertake specific activities.

#### **ARTICLE 6: CONFIDENTIALITY**

6.1. During the execution of this MOU, the Parties might have to regularly exchange information, which could be considered confidential or proprietary. At the time of furnishing confidential or proprietary information, the Parties hereby agree that unless the contrary is expressly stated, by label, stamp, or other written communication, any and all disclosed information shall be deemed to be confidential. Confidential Information shall be treated as follows:

- 6.2. The receiving party agrees
  - (i) to treat such information as confidential,
  - (ii) to restrict the use of such information to matters relating to the receiving party's performance of this Agreement, and
  - (iii) to restrict access to such information to employees of the receiving party and its agents whose access is necessary in the implementation of this MOU.

Confidential information will not be reproduced without the disclosing party's prior written consent, and all copies of written information will be returned to the disclosing party upon request except as the parties may otherwise agree.

6.3. Each Party shall only disclose confidential or proprietary information which it owns or otherwise has the right to disclose. To the extent that either Party cannot procure the right to obtain and/or disclose the relevant and necessary information from any third parties necessary for the other Party to perform its obligations hereunder, then said other Party shall be excused from performing those obligations. Subject to the preceding, the disclosing party makes no representations or warranties, express or implied, as to the quality, accuracy or completeness of the confidential information disclosed hereunder.

#### **ARTICLE 7: COMMUNICATION**

Any communication and notices under this Agreement will be effective as of the date of receipt and will be deemed to have been sufficiently given if sent by personnel delivery, registered mail, postage prepaid, or e-mail and must be directed to the Head Offices of the Parties as follows;

**To NMS:**

The Director General  
Nairobi Metropolitan Services  
Kenyatta International Convention Centre, 23<sup>rd</sup> Floor  
P.O Box 49130 -00100  
NAIROBI

**To KARA:**

The Chief Executive Officer  
The Kenya Alliance of Resident Associations  
P.O. Box 1411-00100  
NAIROBI

#### **ARTICLE 8: LEGAL STATUS OF MOU**

This MOU merely constitutes a statement of the mutual intentions of the parties with respect to its contents and does not constitute any legal obligation binding on either side.

#### **ARTICLE 9: DISPUTE RESOLUTION**

9.1 In the event of any dispute with respect to implementation of this Agreement, the Parties will endeavor in good faith to mutually and amicably resolve any dispute that might arise through direct negotiation.

9.2 Each Party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this MOU.

**ARTICLE 10: FORCE, AMENDMENT AND TERMINATION**

10.1 This MOU will enter into force upon signing by the Parties and will remain valid for two (2) years whereupon it may be extended for such a period and on such terms as may be agreed upon by the Parties.

10.2 Each Party may suggest amendments or modifications to this MOU. In such a case, consultation will be initiated, in order to agree upon the suggested amendments or modifications. All amendments or modifications will be in writing and signed by the duly authorized representatives of each Party. The amendments or modifications agreed upon will form a part of the MOU.

10.3 This MOU may be terminated at any time during the validity period by either Party giving three (3) months' notice in writing of its intention to do so. In case of termination, the Parties will ensure the continuation of the ongoing activities and will continue to fulfill all the obligations under this MOU.

**IN WITNESS WHERE OF**, the undersigned have signed this Memorandum of Understanding.

<b>For Nairobi Metropolitan Services</b>	<b>For The Kenya Alliance of Resident Associations</b>
  <b>Major General Mohamed Badi</b> Director-General, Date <u>22-09-20</u>	  <b>Mr. Henry Ochieng</b> Chief Executive Officer Date <u>22/09/2020</u>
<b>Witness</b>	<b>Witness</b>
<u>JOSEPH K BIOMDO</u> Name  Signature Date <u>22/9/2020</u>	<u>VINCENT AMWOL</u> Name  Signature Date <u>22/9/2020</u>