



REPUBLIC OF KENYA

**COUNTY GOVERNMENT OF TANA RIVER
PERFORMANCE CONTRACT**

BETWEEN

H.E. THE GOVERNOR

AND

**THE COUNTY EXECUTIVE COMMITTEE MEMBER,
DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE**

FOR THE PERIOD

1ST JULY, 2025 TO 30TH JUNE, 2026



Preamble:

This Performance Contract (hereinafter referred to as "Contract") is entered into between the County Government of Tana River (hereinafter referred to as County Government) represented by H. E. the Governor of P.O. Box 29-70101, HOLA (together with its assignees and successors) of the one part, and The County Executive Committee Member for the Department of Environment and Climate Change (hereinafter referred to as "the CECM"), (together with its assignees and successors) of P.O. Box 29-70101, HOLA of the other part.

WHEREAS;

The County Government is committed to ensuring that public offices are well managed and they are effective in delivering quality service to the public in line with provisions of the Constitution of Kenya;

The County Government recognizes that the Department of Environment and Climate Change holds a key role in the implementation of the County priorities in order to improve the quality of life of the citizens and contribute to making Kenya globally competitive;

The purpose of this performance contract is to establish the basis for ensuring that efficient and effective services are delivered to the people of Tana River County in line with the provisions of the Constitution and by requiring the Department to adapt systems that enable innovativeness and adaptability of public services to the needs of users through digitalization of services.

This Performance Contract therefore, represents a basis for continuous performance improvement that meets the needs and expectations of the county residents.

Therefore, the parties hereto agree as follows:

PART 1: Statement of Responsibility by the CECM

The mandate of the Department as per the Executive Order No. 1 of 2022 is to:

- a) Lead climate change mitigation and adaptation through legislation, policy integration, monitoring, resource mobilization and impact assessments;
- b) Manage solid waste and pollution control through effective refuse systems, regulation of pollutants and nuisances, environmental conservation and support for community-based waste management initiatives;
- c) Conserve and manage forests by promoting afforestation and reforestation, coordinating tree planting, protecting county forests and green spaces and supporting sustainable community forestry; and
- d) Manage and control *Prosopis juliflora* through coordinated planning, community-driven eradication and utilization initiatives and rehabilitation of affected areas to restore ecosystems and livelihoods.

It is my responsibility to provide the required leadership in designing suitable plans and strategies that will deliver the desired goals and contribute to high and sustainable socio-economic development.

It is also my undertaking that I will perform my responsibilities diligently and to the best of my abilities to support the achievement of the agreed performance targets.

PART II: Vision, Mission and Strategic Objectives

a) Vision Statement

A healthy and clean environment for sustainable socio-economic development in Tana River County.

b) Mission Statement

To safeguard and foster sustainable development through effective policy implementation, conservation efforts, climate change adaptation and mitigation strategies.

c) Strategic Objectives:

The strategic objectives are as follows:

- i) Enhance climate resilience;
- ii) Strengthen environmental governance;
- iii) Enhance community awareness and education; and
- iv) Improve climate change preparedness, response and adaptation.

Part III: Statement of Strategic Intent by the CECM

In carrying out my duties, I intend to put all my efforts towards contributing effectively and efficiently to the achievement of the County development agenda as espoused in the Kenya Vision 2030 and CIDP III, keeping in mind the specific priorities of the Department.

Bearing in mind the imperative of inclusivity, I will implement the following Strategic intents during the Financial Year:

- i) Implement the County Climate change action plan with adaptive measures to mitigate the impact of climate change, such as drought and floods, on communities and ecosystems;
- ii) Develop and enforce policies that promote community-led afforestation and reforestation programs;
- iii) Establish frameworks for effective environmental management, including community participation and stakeholders' engagement in adherence to national and international standards;
- iv) Conduct programs to educate residents on environmental conservation and climate

- change adaptation and mitigation strategies; and
- v) Reduce environmental degradation and improve public health.

Part IV: Commitments and Obligations of the County Government

- i) Acknowledgement of receipt of correspondence and approval of requests are made within the timelines stipulated in the Citizens' Service Delivery Charter.
- ii) Receipt of budgetary allocation within three (3) Days after ex-chequer release.

Part V: Reporting Requirements

The County Executive Committee Member shall prepare and submit quarterly and annual performance reports in the prescribed format to the designated agencies with copies to Council of Governors as specified in Section 2.9.3 of the County Government Performance Contracting guidelines for the purpose of monitoring progress and for annual performance evaluation.

Part VI: Duration of the Performance Contract

The Performance Contract will run for one financial year from **1st July, 2025 to 30th June, 2026.**

Part VII: Signatories to the Performance Contract

For and on behalf of the County Department

Signature.....



Date.....

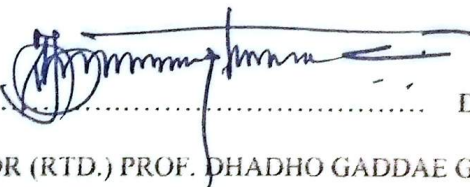
11/12/2025

MATHEW BABWOYA BUYA

COUNTY EXECUTIVE COMMITTEE MEMBER

For and on behalf of the County Government

Signature.....



Date.....

11th Dec, 2025

H.E. MAJOR (RTD.) PROF. DHADHO GADDAE GODHANA

THE GOVERNOR

COUNTY GOVERNMENT OF TANA RIVER

**Annex I: Performance Contract Matrix for the County Executive Committee
Member for Environment and Climate Change.**

S/NO.	PERFORMANCE CRITERIA AND INDICATORS	UNIT OF MEASURE	WEIGHT (%)	BASELINE/ STATUS FY2024/2025	ANNUAL TARGET FY 2025/26
A	FINANCIAL STEWARDSHIP				
	A1 Absorption of Allocated Funds (GoK)	%	3	65.94	100
	A2 Absorption of externally Mobilized Resources	%	2	88.30	100
	A3 Absorption of Development Funds	%	2	64.69	100
	A4 Appropriation in Aid	Ksh.	1	133,489,887	130,148,266
	A5 Pending Bills Ratio	%	2	0.37	≤1
	Weight Sub-Total		10		
B	SERVICE DELIVERY				
	B1 Implementation of Citizens' Service Delivery Charter	%	3	40	100
	B2 Digitization of Government Services	%	3	25	100
	B3 Resolution of Public Complaints	%	2	70	100
	Weight Sub-Total		8		
C	INSTITUTIONAL TRANSFORMATION				
	C1 Development of County Planning Framework	%	3	50	100
	C2 Competence Development	%	3	65	100
	C3 Knowledge Management	%	2	50	100
	C4 Cascading of Performance Contracts	%	2	85	100
	Weight Sub-Total		10		
D	CORE MANDATE				

S/NO.	PERFORMANCE CRITERIA AND INDICATORS	UNIT OF MEASURE	WEIGHT (%)	BASELINE/ STATUS FY2024/2025	ANNUAL TARGET FY 2025/26
D1	Legal Framework Strengthened	%	8	40	100
D2	Environmental Conservation and Protection Enhanced	%	8	30	100
D3	Sustainable Solid Waste Management Enhanced	%	8	20	100
D4	Community Awareness and Education Enhanced	%	8	20	100
D5	Climate Change Adaptation and Mitigation Enhanced	%	8	40	100
D6	Management of Invasive Species Enhanced	%	5	45	100
D7	Revenue Collection	Ksh.	4	N/A	2,200,000
D8	Disaster Management	%	2	50	100
D9	Customer Satisfaction	%	2	N/A	100
D10	Youth Empowerment Initiative	%	2	50	100
D11	Project Completion Rate	%	2	90.48	100
D12	Productivity Improvement	%	3	N/A	100
	Weight Sub-Total		60		
E	GOVERNORS'S DIRECTIVE				
	Governor's Directives Implemented	%	2	N/A	100
	Weight Sub-Total		2		
F	AFFIRMATIVE ACTION IN GOVERNMENT PROCUREMENT				
	Access to Government Procurement Opportunities	Ksh.	2	44,836,911	82,713,699.48

S/NO.	PERFORMANCE CRITERIA AND INDICATORS	UNIT OF MEASURE	WEIGHT (%)	BASELINE/ STATUS FY2024/2025	ANNUAL TARGET FY 2025/26
	Promotion of Local Content in Procurement	Ksh	2	15,775,871	110,308,932.64
	Weight Sub-Total		4		
	CROSS-CUTTING ISSUES				
G	G1 Youth Internships/Industrial Attachments /Apprenticeships	No	1.5	1	6
	G2 Work Environment	%	1.5	50	100
	G3 Compliance with Statutory Obligations	%	1	100	100
	G4 Asset Management	%	2	100	100
	Weight Sub-Total		6		
	OVERALL TOTAL WEIGHT		100		

ANNEX II: EXPLANATORY NOTES

A. FINANCIAL STEWARDSHIP

A1. Absorption of Allocated Funds (GOK)

During the contract period, the CECM commits to absorb 100% of the total budget allocation of Kshs. 283,591,490 comprising the Recurrent Budget of Ksh 45,952,877 and the Development Budget of Ksh 237,638,613 to programmes, projects and activities for which they were appropriated and planned for.

A2 Absorption of Externally Mobilized Resources

During the contract period, the CECM commits to absorb 100% of the externally mobilized resources totaling Ksh 130,148,266 to programmes, projects and activities for which they were appropriated and planned for.

A3 Absorption of Development Funds

During the contract period, the CECM commits to absorb 100% of the total Development Budget of Ksh 237,638,613 to programmes, projects and activities for which they were appropriated and planned for.

A4. Appropriation-in-Aid

In the FY 2024/2025, the CECM was able to raise a total of Ksh 133,489,870 from external sources, comprising Ksh 122,489,870 under County Climate Resilience Investment (CCRI) and Ksh 11,000,000 through County Climate Institutional Support (CCIS) grant. During the contract period, the CECM commits to mobilize Ksh 130,148,266 solely from FLLoCA's CCRI grants, following the lapse of CCIS in the previous year.

A5 Pending Bills Ratio

During the contract period, the CECM commits to ensure that there will be no pending bills and if any, it will not exceed 1% of the total budget translating to Ksh 2,835,914.90.

B. SERVICE DELIVERY

B1. Implementation of Citizen's Service Delivery Charter

During the contract period, the CECM commits to deliver services promptly, effectively, impartially, equitably and progressively improve customer experience by undertaking the following:

- i) Citizens' Service Delivery Charter reviewed and displayed prominently at the point of entry/service delivery points in both English and Kiswahili **(10%)**;
- ii) Citizens' Service Delivery Charter cascaded to all the Directorates **(10%)**;
- iii) Customize the Citizens' Service Delivery Charter to unique needs and convenient access of the customers by providing audio recordings and uploading it on the County website **(20%)**;
- iv) Sensitize all staff on the contents of the Citizens' Service Delivery Charter **(10%)**; and
- v) Ensure conformity with commitments and standards in the Citizens' Service Delivery Charter by establishing compliance to the commitments stipulated in the Charter through undertaking quarterly monitoring, analysing and compiling compliance quarterly reports **(50%)**.

B2. DIGITIZATION OF GOVERNMENT SERVICES

During the contract period, the CECM commits to accelerating the adaption of ICT solutions to provide easy access, convenience and efficiency in service delivery by undertaking the following:

- i) Customer-facing and back-office services identified and prioritized for Business Process Reengineering (BPR) **(10%)**;
- ii) Business processes for at least 25% of the prioritized services re-engineered **(45%)**;
- iii) At least 25% of the re-engineered services digitalized **(25%)**; and
- iv) Digitalized customer facing services on-boarded onto county online platforms where applicable **(20%)**.

B3. RESOLUTION OF PUBLIC COMPLAINTS

During the contract period, the CECM will promptly address and resolve public complaints referred to the office directly or channeled through other institutions and undertake the following:

- i) Resolution of all complaints received (60%);
- ii) Requests on access to information received processed (20%); and
- iii) Quarterly reports on resolution of complaints and processing of requests on access to information submitted to the Office of the County Secretary for onward submission to the Commission on Administrative Justice (20%).

C. INSTITUTIONAL TRANSFORMATION

C.1 Development of County Planning Framework

During the contract period, the CECM commits to develop the following planning frameworks:

- i) County Environment Action Plan (40%); and
- ii) County Climate Information Service Plan (60%).

C.2. Competency Development

During the contract period, the CECM commits to enhance skills and proficiency with a view of addressing career progression of individual employees and improve the Department's performance. In this regard, the CECM commits to the following:

- i) Institutional Skills Gap Analysis undertaken (25%);
- ii) Interventions to address the identified skills gaps and training needs implemented through, recruitment, outsourcing, capacity building/training, coaching, mentoring, etc. (35%);
- iii) Employee Performance Management (40%):
 - a) Individual employees' annual performance targets for the FY 2025/26 set using the prescribed format by 31st July, 2025 (10%);

- b) Staff Performance Appraisal for all employees undertaken and an appraisal report for the FY 2024/25 compiled by 31st August, 2025 (15%); and
- c) An action plan developed and the recommendations emanating from the staff appraisal reports implemented (15%)

C.3 Knowledge Management

During the contract period, the CECM commits to the following:

- i) Participation in the development of a county policy on Knowledge Management to be spearheaded by the Office of the Governor by the fourth quarter (40%);
- ii) Participation in the baseline survey on the level of Knowledge Management awareness and capacity needs assessment management to be spearheaded by the Office of the Governor (40%); and
- iii) Participation in the development of knowledge Management action plans with appropriate monitoring and reporting framework to be spearheaded by the Office of the Governor (20%).

C5. Cascading of Performance Contracts

During the contract period, the CECM commits to cascade the first-level Performance Contract as follows:

- i) CECM to sign PC with the County Chief Officer (20%);
- ii) County Chief Officer to sign PC with the County Directors (30%); and
- iii) County Directors to sign Staff Performance Appraisals with the rest of the staff (50%).

CORE MANDATE

D1. Legal Framework Strengthened

During the contract period, the CECM is committed to undertake the following:

- i) Sustainable Waste Management Policy, 2025 developed **(20%)**;
- ii) Sustainable Waste Management Bill, 2025 developed **(40%)**;
- iii) Sustainable Charcoal Production Regulations, 2025 developed **(20%)**; and
- iv) Climate Change General Regulations, 2025 developed **(20%)**.

D2. Environmental Conservation and Protection Enhanced

During the contract period, the CFCM commits to undertake the following:

- i) Restoration of degraded land increased by 0.2km² **(40%)**;
- ii) Afforestation and reforestation programmes promoted in Kipini East and Garsen North **(30%)**; and
- iii) Capacity building on energy saving jikos undertaken in all the five (5) Sub-counties **(30%)**

D3 Sustainable Solid Waste Management Enhanced

During the contract period, the CECM commits to undertake the following:

- i) One (1) Material Recovery Centre established **(20%)**; and
- ii) Community/private solid waste management groups/companies mapped **(40%)**.

D4. Community Awareness and Education on Environmental Conservation and Climate Change Enhanced

During the FY 2025/2026, the CECM commits to the following:

- i) 40 schools sensitized on environmental conservation/protection and climate change (40%);
- ii) Community members in five (5) sub-counties sensitized on sustainable solid waste management practices (40%); and
- iii) Three (3) International Day celebrations held (20%).

D5. Climate Change Adaptation and Mitigation Enhanced

During the contract period, the CECM commits to implement the third-year County Climate Change Action Plan (100%).

D6. Management of Invasive Species Enhanced

During the contract period, the CECM commits to implement one (1) initiative on management of invasive species (100%).

D7. Revenue Collection

During the contract period, the CECM commits to raise Ksh 2,200,000 through the following sources of revenue:

- i) Charcoal Production and transportation license;
- ii) Solid waste infrastructure use fee; and
- iii) Solid waste transport license.

D8 Disaster Management

During the contract period, the CECM is committed to the mainstreaming of disaster risk management in its policies, programmes, projects and activities to effectively manage loss of livelihood and lives in the event of a disaster. In this regard, the CECM commits to the following:

- i) Participation in the disaster risk assessment and update the risk profiles to be spearheaded by the Directorate of Special Programmes in the Office of the Governor (40%);
- ii) Participation in the development of a disaster response plan profiles to be spearheaded by the Directorate of Special Programmes in the Office of the Governor (10%); and
- iii) Interventions in the disaster response plan implemented (50%).

D9. Customer Satisfaction

During the contract period, the CECM is committed to evaluate how well public resources are being used to meet the needs of the customers in order to determine on how to improve service delivery. In this regard, the CECM commits to the participation in a County-wide customer satisfaction survey to be undertaken by the Department of Public Service Management, Administration, Devolution, Information Communication Technology, Protocols and Public Communication (100%).

D10. Youth Empowerment Initiatives

During the contract period, the CECM commits to promote youth empowerment by undertaking the following;

- i) Youth capacity built in green processes, technology and waste management (50%);
and
- ii) Youth capacity built on nature-based solutions and eco-entrepreneurship (50%).

D11. Project Completion Rate

During the contract period, the CTCM commits to implement the following projects:

S/No.	Project Name	Project Description	Location	Total Estimated Cost (Ksh)	Current Status (%)	Allocation for FY 2025/26 (Ksh)	Expected Deliverables (Outputs) for FY 2025/26
1.	Proposed construction of Mulanjo Minor Irrigation	Construction of Mulanjo Minor Irrigation	Madogo Ward	10,000,000	0	10,000,000	Mulanjo small scale Irrigation Scheme constructed
2.	Proposed construction of Odole Minor Irrigation Scheme	Construction of Odole Minor Irrigation Scheme	Kipini West	10,000,000	0	10,000,000	Odole small scale Irrigation Scheme constructed
3.	Proposed construction of Makere dam	Construction of Makere dam	Chewani	9,000,000	0	9,000,000	Makere dam constructed
4.	Proposed solarized Borehole at Taleo Village	Solarized Borehole at Taleo Village	Sala	5,000,000	0	5,000,000	Taleo Borehole solarized
5.	Rehabilitation of Majengo Water Project	Rehabilitation of Majengo Water Project	Kinakomba	5,000,000	0	5,000,000	Majengo Water Project rehabilitated
6.	Rehabilitation of Handampia Dam	Rehabilitation of Handampia Dam	Mikinduni	8,000,000	0	8,000,000	Handampia dam rehabilitated
7.	Proposed Borehole Drilling, Solarization and Equipping at Dibe village	Borehole Drilling, Solarization and Equipping at Dibe village	Garsen Central	7,000,000	0	7,000,000	Dibe village Borehole Drilled, solarized and equipped
8.	Proposed Construction	Construction of Iddi Water	Garsen West	10,000,000	0	10,000,000	Iddi water pan constructed

	of Iddi Water Pan in Kokane Sub-County	Pan in Kokane Sub-County					
9.	Proposed Expansion & Desilting of Oda Water Pan	Expansion & Desilting of Oda Water Pan	Garsen South	8,000,000	0	8,000,000	Oda water pan expanded and desilted
10.	Proposed construction of Sand Dam Construction at Titila Location	Construction of Sand Dam Construction at Titila Location	Wayu	6,000,000	0	6,000,000	Titila Sand dam constructed
11.	Proposed construction Noffo dam	Construction Noffo dam	Wayu	5,000,000	0	5,000,000	Noffo dam constructed
12.	Establish Processing Center for Milk in Boka	Processing Center for Milk in Boka	Bangale	6,000,000	0	6,000,000	Boka milk processing center established

D12. Productivity Improvement

During the contract period, the CECM commits to the measurement of the efficiency and effectiveness of resources (labor, capital, technology and systems) utilization in converting inputs into quality outputs. In this regard, the CECM commits to the participation of establishing of a County-wide baseline Productivity Index to be spearheaded by the Department of Public Service Management, Administration, Devolution, Information Communication Technology, Protocol and Public Communication (100%).

GOVERNOR'S DIRECTIVE

E1 Governor's Directives Implemented

S/No	Directive Name	Directive Description	Date Issued	Directive Timelines	Estimated Cost (Ksh)	Allocation for Current FY (Ksh)	Expected Deliverables
1.	National Tree Growing Restoration Campaign	To grow 15 billion trees for restoration of 10.6 million hectares by 2032. This initiative is expected to increase the forest and tree cover from 12% to 30% by 2032	21 st December, 2022	30 th June, 2026	10,000,000	10,000,000	i) 10,000 trees grown (70%); and ii) Key stakeholders mobilized to grow trees (30%)

AFFIRMATIVE ACTION IN GOVERNMENT

F1. ACCESS TO GOVERNMENT PROCUREMENT OPPORTUNITIES

During the contract period, the CECM is committed to the empowerment of Youth, Women and Persons with Disabilities (PWDs). In this regard, the CECM commits to allocate and award a minimum of 30% of the procurement budget of Ksh. 275,772,331.61 translating to Ksh. 82,713,699.48 and a further 2% of the 30% translating to Ksh. 1,654,273.99.

In addition, the CECM commits to facilitate achievement of the target by undertaking the following:

- i) Build the capacity of the three (3) target groups through training on Government Procurement procedures, requirement for accessing Government procurement opportunities available;
- ii) Pre-qualify the registered groups as affirmative action; and
- iii) Submit to PPRA a summary of the procurement opportunities allocated to the target groups in the format provided on the PPRA website (quarterly, bi-annually).

F2 Promotion of Local Content in Procurement

During this contract period, the CECM is committed to the promotion of locally produced goods and services that will contribute to, among others, employment creation and growth of local industries. In this regard, the CECM commits to allocate and award a minimum of 40% of the total procurement budget of Ksh 275,772,331.61 translating to Ksh 110,308,932.64. In addition, the CECM commits to prepare and submit quarterly progress report on the implementation of this performance indicator to the Department of Tourism, Culture, Heritage, Coordination of Wildlife Conservation, Trade and Industrialization.

CROSS CUTTING ISSUES

G1 YOUTH INTERNSHIPS/INDUSTRIAL ATTACHMENTS/ APPRENTICESHIP

During the contract period, the CECM is committed to the progressive engagements of the youth in internship and industrial attachment programmes for skills transfer. In this regard, the CECM commits to engage a total of six (6) Youth as follows:

- i) One (1) Youth for Internship; and
- ii) Five (5) Youth for Industrial Attachment.

G2. Work Environment

During the contract period, the CECM is committed to the improvement of physical work areas and facilities as well as the immediate surrounding of the work place, including social, psychological, environmental as well as ergonomic factors. In this regard, the CECM commits to the following:

- i) An internal work environment survey carried out and a work plan for implementation of the recommendation prepared by the end of the second quarter (50%); and
- ii) The survey recommendations implemented as per the work plan (50%).

G3. Compliance with Statutory Obligations

During the contract period, the CECM is committed to the compliance with laws and regulations governing its operations, but not limited to the following:

- i) Public Procurement and Asset Disposal Act, 2015;
 - a) Development and adherence to the procurement plan (10%);
 - b) Submission of the plan to Public Procurement Regulatory Authority (PPRA) by 31st August (5%); and
 - c) Submission of bi-annual procurement plan implementation reports to the Authority in the format provided in the PPRA website – www.tenders.go.ke (5%).

- ii) Remittance of Statutory Deductions - these should include, but not limited to, repayment of Higher Education Loans Board (HELB) dues by beneficiary employees, statutory taxes, Social Health Insurance Fund (SHIF), National Social Security Fund (NSSF), Provident Funds, Gratuity, Pay As You Earn (PAYE) and Savings and Credit Cooperatives (SACCO) and Bank remittances (80%).

G4. Asset Management

During the contract period, the CECM is committed to ensure that adequate asset management structures and systems are in place for prudent management of public assets for optimum economic and social benefits to the public. The CECM therefore commits to the following:

- i) Inventory of Assets established/updated (30%);
- ii) Assets Ownership documents acquired (30%); and
- iii) Idle Assets identified and submitted to the Department of Finance and Economic Planning for disposal (40%).

In addition, the CECM will submit quarterly and annual reports to the Department of Finance and Economic Planning for onward submission to the National Treasury using the prescribed format by email nalm@treasury.go.ke