



REPUBLIC OF KENYA
COUNTY GOVERNMENT OF TANA RIVER
PERFORMANCE CONTRACT

BETWEEN

H.E. THE GOVERNOR

AND

THE COUNTY EXECUTIVE COMMITTEE MEMBER (CECM)
DEPARTMENT OF WATER, ENERGY, MINING AND NATURAL RESOURCES

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 "CG" 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, County Department of Water, Energy, Mining and Natural Resources (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 County Department of Water, Energy, Mining and Natural Resources holds a key in the implementation of 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. The Department of Water, Energy, Mining and Natural Resources is required to adopt 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 County Department of Water, Energy, Mining and Natural Resources as per the Executive Order No. 1 of 2022, is to:

1. Develop water and sanitation infrastructure;
2. Rehabilitate and augment existing water utilities;
3. Coordinate water and sanitation service provision (Operation and Maintenance);
4. Co-ordinate water and sanitation development programs by other stakeholders;
5. Conserve, protect and control of water catchment areas;
6. Promote energy conservation and develop relevant renewable energy technologies;
7. Train on alternative energy efficiency strategies; and
8. Promote collaboration and cooperation with stakeholders on programmes focusing on renewable energy sources.

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 perform my responsibilities diligently and to the best of my abilities to support the achievement of the agreed performance targets.

PART II: Vision Statement, Mission Statement and Strategic Objectives

a) Vision Statement

Envisioning a future where our stewardship of Water, Energy, Mining and Natural Resources seamlessly integrates conservation, innovation, and community engagement.

b) Mission Statement

To proactively provide efficient clean and safe water; undertake development of energy resources for livelihood support and sustainable management of natural resources for the people of Tana River.

c) Strategic Objectives

The strategic objectives for the department are as follows:

- i) To improve administrative, planning and support services for effective and efficient service delivery;
- ii) To rehabilitate, expand, and develop new water infrastructure to supply portable water to all;
- iii) To diversify and develop new water sources, to provide portable water to all;
- iv) To improve the conservation and protection of water catchment areas;
- v) To improve equitable access to sanitation facilities across the county;
- vi) To enhance sustainable utilization of forest resources;
- vii) To expand electricity infrastructure through the rural electrification programmes;
and
- viii) To improve the development of energy resources for livelihood support.

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, Water & Sanitation Strategy and Investment Plan, keeping in mind the specific priorities of the Department of Water, Energy, Mining and Natural Resources.

Bearing in mind the imperative of inclusivity, I will implement the following Strategic intents during the Contract Period

Strengthen the County water service providers (urban and community water service providers);

- i) Operationalize the Water Act, 2024 and Regulations;
- ii) Raise citizens' awareness on suitable production and consumption of natural resources;
- iii) Promote community access to renewable energy solutions by facilitating awareness creation, capacity building and partnerships; and
- iv) Ensuring adequate access of renewable energy power.

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) Release of budgetary allocation within three (3) days after ex-chequer receipt.

Part V: Reporting Requirements

The CECM 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 annual performance evaluation.

Part VI: Duration of the Performance Contract

This Performance Contract will run for one Financial Year, from 1st July, 2025 to 30th June, 2026.

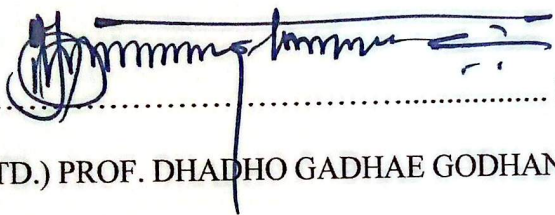
Part VII: Signatories to the Performance Contract

For and on behalf of the County Department

SIGNATURE:DATE:

**HON. ALGI HADIJA HARUFA
COUNTY EXECUTIVE COMMITTEE MEMBER**

For and on Behalf of the County Government

SIGNATURE: DATE: 11th Dec, 2025

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

**THE GOVERNOR
TANA RIVER
COUNTY**

ANNEX I: PERFORMANCE CONTRACT MATRIX

a.	Performance Criteria and Indicators	Unit of Measure	Weight (%)	Baseline/ Status FY 2024/25	Annual Target FY 2025/26
	FINANCIAL STEWARDSHIP				
	Absorption of Allocated Funds (GoK)	%	3	96.35	100
	Absorption of Externally Mobilized Resources	%	2	N/A	100
	Absorption of Development Funds	%	2	97.01	100
	Appropriation-in-Aid	Kshs.	1	N/A	129,150,000
	Pending Bills Ratio	%	2	10.58	≤1
	Weight Sub-Total		10		
	SERVICE DELIVERY:				
	Implementation of Citizen's Service Delivery Charter	%	3	20	100
	Digitalization of Government Services	%	3	70	100
	Resolution of Public Complaints	%	2	45	100
	Weight Sub-Total		8		
	INSTITUTIONAL TRANSFORMATION				
	Development of County Planning Framework	%	3	100	100
	Competence Development	%	3	40	100
	Knowledge Management	%	2	0	100
	Cascading of Performance Contracts	%	2	100	100
	Weight Sub-Total		10		
	CORE MANDATE:				
D1.	Water Supply and Access Enhanced	%	11	N/A	100
D2.	Legal Framework Strengthened	%	5	N/A	100
D3.	Boreholes Constructed and Equipped	%	11	100	100
D4.	Water Resources Management Enhanced	%	5	N/A	100
D5.	Sanitation Enhanced	%	5	N/A	100
D6.	Energy Access Enhanced	%	5	N/A	100
D7.	Energy Efficiency Improved	%	5	N/A	100
D8.	Revenue Collection	Kshs.	4	700,000	1,000,000
D9.	Disaster Management	%	2	90	100
D10.	Customer Satisfaction	%	2	N/A	100
D11.	Youth Empowerment Initiatives	%	2	55	100
D12.	Productivity Improvement	%	3	N/A	100
	Weight Sub-Total		60	0	
E	GOVERNORS DIRECTIVES				
E1.	Governor's Directives Implemented	%	2	0	100
	Weight Sub-Total		2		
F	AFFIRMATIVE ACTION IN GOVERNMENT PROCUREMENT				

F1.	Access to Government Procurement Opportunities	Kshs.	2	34,144,817.42	83,435,001.90
F2.	Promotion of Local Content in Procurement	Kshs.	2	59,281,234.84	111,246,669.20
	Weight Sub-Total		4		
G	CROSS-CUTTING ISSUES:				
G1.	Youth Internship/ Industrial Attachment/Apprenticeship	No.	1.5	9	9
G2.	Work Environment	%	1.5	40	100
G3.	Compliance with Statutory Obligations	%	1	100	100
G4.	Asset Management	%	2	80	100
	Weight Sub-Total		6		
	OVERALL TOTAL WEIGHT		100		

ANNEX II: EXPLANATORY NOTES FOR EACH PERFORMANCE TARGET

A. FINANCIAL STEWARDSHIP

A1. Absorption of Funds (GoK)

During the contract period, the CECM commits to absorb 100% of the Department's total budget of Kshs. 178,978,571 consisting of Recurrent Budget of Kshs. 47,293,611 and Development Budget of Kshs. 128,681,960 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 funds totalling to Kshs. 129,150,000 from development partners for 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 Kshs. 257,831,960, comprising the development component from the externally mobilized funds for programmes, projects and activities for which they were appropriated and planned for.

A4. Appropriation-in-Aid

During the contract period, the CECM commits to mobilize Kshs. 129,150,000 from Development partners to compliment the Departmental Budget.

A5. Pending Billings Ratio

During the contract period, the CECM commits to ensure that there will be no pending bills and if any, they will not exceed 1% translating to Kshs 3,051,255.71 of the total budget of Kshs 305,125,571 inclusive of the externally mobilised funds.

B: SERVICE DELIVERY

B1. Implementation of Citizens' 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 displayed prominently at the point of entry/service delivery points in both English and Kiswahili using the prescribed format. For the purpose of visibility and legibility by the customers, the size of the Charter will at the minimum, be three feet in width and four feet in height, with clearly visible font size of the contents (10%);
- ii) Citizens' Service Delivery Charter cascaded to all the Directorates by factoring realistic service turn-around timelines (10%);

- iii) Citizens' Service Delivery Charter customized to unique needs and convenient access of the customers by providing audio recordings and uploading the Charter on the County's website (20%);
- iv) All staff sensitized on 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. Digitalization of Government Charter

During the contract period, the CECM commits to accelerating the adoption 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 Re-engineering (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 Department directly or channelled through other institutions. In this regard, the CECM commits to 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

C1. Development of County Planning Framework

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

- i) The County Water Master Plan (50%); and
- ii) The County Heat Action Plan (50%).

C2. Competence Development

During the contract period, the CECM commits to enhance skills and proficiencies with a view to 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 (20%);
- ii) Staff Training Needs Assessment undertaken (10%);
- iii) Interventions to address the identified skills gaps and training needs implemented through capacity building/training, coaching and mentoring (30%);
- iv) Employee Performance Management:
 - 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%).

C3. 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 (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%).

C4: 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 Director (30%); and
- iii) County Director to sign Staff Performance Appraisals with all other officers in all cadres (50%).

D. CORE MANDATE

D1. Water Supply and Access Enhanced

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

- i) Water pipeline laid from Malindi ya Ngwena to Wachakone village (10%);
- ii) One (1) Water kiosk constructed in Sala ward and laying of a pipeline from Bile to Hamares (15%);
- iii) Five (5) community water kiosk systems automated (40%);
- iv) Minjila – CDF office 3-inch HDPE pipeline replaced (10%);
- v) DO's Office to Al Aqsa mosque to Health Centre 4-inch pipeline upgraded (10%); and
- vi) One (1) water pan developed in Haboye (15%).

D2. Legal Framework Strengthened

During the contract period, the CECM commits to strengthening the water sector's legal frameworks by developing a County Water Policy (100%).

D3. Boreholes Constructed and Equipped

During the contract period, the CECM commits to construct and equip 16 boreholes in the following areas: Chanani Village(7%); Kipendi Village(7%); Dibe Milimani(7%); Idsowe(7%); Ngao(6%); Roka Village(6%); Dalu Village(6%); Feji Village(6%); Adama Village(6%); Maramtu Village(6%); Chanamwanamuma Village(6%); Huruma Village(6%); Fanjua Village(6%); Anole Village(6%); Titila Galole Village(6%); and Mlima Abo(6%) (100%).

D4. Water Resources Management Enhanced

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

- i) One (1) water pan in Titila Galole Village desilted (50%); and
- ii) Two (2) boreholes rehabilitated in Maweni and Maroni (50%).

D5: Sanitation Enhanced

During the contract period, the CECM commits to construct five (5) public toilets in the following areas: Madogo junction Stage(20%); Hola Stage(20%); Minjila Stage(20%); Bura Town (Manyatta)(20%); and Minjila Football Pitch(20%) (100%).

D6. Energy Access Enhanced

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

- i) Adoption of Renewable Energy increased by 10% (60%); and
- ii) 900 rural households electrified in collaboration with the Rural Electrification and Renewable Energy Corporation (RREC) (40%).

D7. Energy Efficiency Improved

During the contract period, the CECM commits to improve energy efficiency through solarization of Bura water works in Tana North Sub-County (100%).

D8. Revenue Collection

During the contract period, the CECM commits to collect Kshs. 1,000,000 from hiring of the drilling rig equipment.

D9. 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%).

D10. 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, Protocol and Public Communication (100%).

D11. Youth empowerment initiatives

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

- i) 10 Youth engaged in updating the Water Resource Database (50%); and
- ii) Youth trained on green jobs (clean cooking initiatives) (50%).

D12. Productivity Improvement

During the contract period, the CECM commits to the measurement of the efficiency and effectiveness of resources (labour, capital, technology, and systems) utilization in converting inputs into quality outputs. In this regard, the CECM commits to the participation of establishing 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%).

E. GOVERNORS DIRECTIVES

E1. Governor's Directives Implemented

The CECM commits to implement the Directive on National Tree Growing Restoration Campaign, in line with the Governor's commitment on Implementation of Specific National Government Policies on Natural Resource Protection and Conservation in Tana River County and any other Directive that may be communicated, as follows:

S/No.	Directive Name	Directive Description	Date Issued	Directive Timeline	Estimated Cost (Kshs.)	Allocation for Current FY (Kshs.)	Expected Deliverables
1	National Tree Growing Restoration Campaign	To grow 15 billion trees for restoration of 10.6million hectares by 2032. This initiative is expected to increase the forest and tree cover from 12% to 30% by 2032.	21 st Dec. 2022	30 th June 2026	20,000	20,000	i. Minimum allocated trees grown-450 (70%); and ii. Key stakeholders mobilized to grow trees in liaison with the Department of Environment and Climate Change (30%).

F. AFFIRMATIVE ACTION IN GOVERNMENT PROCUREMENT

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 Kshs. 276,116,673 translating to Kshs. 83,435,001.90 and a further 2% of the 30% translating to Kshs. 1,668,700.04 to PWDs.

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

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

F2. Promotion of Local Content in Procurement

During the 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 Kshs. 278,116,673 translating to Kshs. 111,246,669.20.

In addition, the CECM commits to prepare and submit quarterly progress reports on the implementation of this performance indicator to the Department of Tourism, Culture, Heritage, Coordination of Wildlife Conservation, Trade and Industrialization.

G. CROSS-CUTTING ISSUES

G1. Youth Internship/Industrial Attachment/Apprenticeship

During the contract period, the CECM is committed to the progressive engagement of youth in Industrial Attachment program for skills transfer. In this regard, the CECM commits to engage a total of nine (9) youth on 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 surroundings of the work place, including social, psychological, environmental as well as economic factors. In this regard, the CECM commits to the following:

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

G3. Compliance with Statutory Obligations

During the contract period, the CECM is committed to the compliance with laws and regulations governing the Department's 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 report to the authority in the format provided in the PPRA website-www.tenders.go.ke (5%)
- ii) Remittance of statutory deductions- this 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 Credits Cooperatives (SACCOs) 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.