

GOVERNMENT OF NAIROBI CITY COUNTY

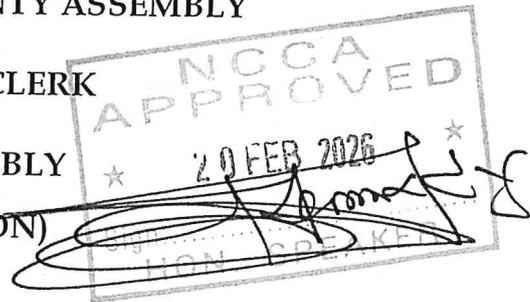


THE NAIROBI CITY COUNTY ASSEMBLY

OFFICE OF THE CLERK

THIRD ASSEMBLY

(FIFTH SESSION)



NCCA/TJ/PL/2026(42)

20TH FEBRUARY 2026

PAPER LAID

SUBJECT: COOPERATION AGREEMENT

Pursuant to Article 189 of the Constitution of Kenya, 2010 and Section 6 (5) of the Urban Areas and Cities Act, Cap 275, I beg to lay the following Paper on the Table of this Assembly, today Friday 20th February 2026

— **THE COOPERATION AGREEMENT BETWEEN NAIROBI CITY COUNTY GOVERNMENT AND THE NATIONAL GOVERNMENT.**

(The Leader of Majority Party)

Copies to:
The Speaker
The Clerk
Hansard Editor
Hansard Reporters
The Press

*Paper laid by Majority leader
on 20th February 2026
at the special sitting of 2:30pm
W. Hill SCA
20/02/2026*



NAIROBI CITY COUNTY

www.nairobi.go.ke

Laid in the Assembly
on 20/2/2026 at
2:30 pm Special Sittings
W. K. Hill
20/2/2026

OFFICE OF THE GOVERNOR

NCCG/GOV/CA/015/2026

18th FEBRUARY 2026

Rt. Hon Ken Ngondi,
Speaker,
Nairobi City County Assembly,
NAIROBI

*Ami
K. Hill
W. K. Hill
20/2/2026*

OFFICE OF THE SPEAKER
18 FEB 2026
P.O. BOX 30075 00100, NAIROBI

Dear Sir,

**RE: NOTIFICATION OF EXECUTION OF A COOPERATION AGREEMENT
PURSUANT TO SECTION 6 OF THE URBAN AREAS AND CITIES ACT (CAP 275)**

The above subject matter refers.

Pursuant to Section 6 of the Urban Areas and Cities Act, and in furtherance of intergovernmental relations as contemplated under the Constitution and the Intergovernmental Relations Act, I hereby notify the Nairobi City County Assembly that the County Government of Nairobi City has executed a Cooperation Agreement with the National Government relating to collaboration for the promotion of social and economic development in the capital city.

The Agreement establishes a structured framework for cooperation between the two levels of government in areas contemplated under Section 6 of the Act, including coordinated planning, financing and implementation of agreed programmes and projects, with the County Government serving as the implementing entity in accordance with the law.

This notification is made to formally apprise the County Assembly of the existence and scope of the Agreement and to facilitate the exercise of its oversight mandate as provided for under the Constitution and relevant statutes. A copy of the executed Agreement is herewith transmitted for the Assembly's information and record.

Kindly receive, Honourable Speaker, the assurance of my highest consideration.

Yours Sincerely,

**H.E. HON. SAKAJA ARTHUR JOHNSON, CBS, EGH
GOVERNOR**

LET'S MAKE NAIROBI WORK



COOPERATION AGREEMENT

BETWEEN

THE NATIONAL GOVERNMENT

AND

NAIROBI CITY COUNTY GOVERNMENT (NCCG)

ON

**COLLABORATION FOR THE PROMOTION OF SOCIAL AND
ECONOMIC DEVELOPMENT IN THE CAPITAL CITY PURSUANT TO
SECTION 6 OF THE URBAN AREAS AND CITIES ACT, CAP, 275.**

FEBRUARY 2026

COOPERATION AGREEMENT
The Nairobi City County Government and the National Government

THIS COOPERATION AGREEMENT hereinafter referred to as "Agreement" made

BETWEEN

- I. **THE NATIONAL GOVERNMENT** acting through the **PRIME CABINET SECRETARY AND CABINET SECRETARY FOR FOREIGN AND DIASPORA AFFAIRS**, having its registered office at Office of the Prime Cabinet Secretary, Kenya Railways, Off Haile Selassie Avenue, P.O. Box 62345 - 00200 NAIROBI, *(which expression shall include its successors and permitted assigns)*;

AND

- II. **THE NAIROBI CITY COUNTY GOVERNMENT** acting through the Governor having its registered office at City Hall Way, City Hall Building, P. O. Box 30075-00100, Nairobi, *(hereinafter referred to as "Nairobi County" which expression shall include its successors and permitted assigns)*

RECITALS AND DECLARATIONS OF COMMON INTENT

WHEREAS The National Government, through its various Ministries, Departments and Agencies is mandated to formulate, implement, and oversee policies and initiatives across a broad range of sectors vital to Kenya's development. These Ministries include key actors in infrastructure, education, foreign relations, water management, public safety, and economic development, each operating under a constitutional and statutory framework to serve the nation's strategic interests.

WHEREAS Article 132 of the Constitution of Kenya vests executive authority in the President of the Republic of Kenya as the Head of State and Government, including the authority to direct, coordinate and supervise the functions of Ministries and Government Departments, and in furtherance of this mandate the President issued Executive Order No. 1 of 2025, *Organization of the Government of the Republic of Kenya*, to provide for the organization and effective coordination of the National Executive;

PURSUANT To Executive Order, the Prime Cabinet Secretary is mandated to assist the President and the Deputy President in the coordination and supervision of Ministries and Government Departments;

COOPERATION AGREEMENT
The Nairobi City County Government and the National Government

WHEREAS Nairobi City County Government is established as a County Government under Article 176 of the Constitution. In addition, it also doubles as the capital city of Kenya which hosts the seat of the National Government and offices of diplomatic missions.

RECOGNIZING that Nairobi City County is the Capital City of Kenya and is mandated to provide infrastructure necessary to sustain the seat of the national Government, offices of Diplomatic missions, efficient transport network connecting to rural areas, towns and other local, regional and international cities and commerce and industry.

RECOGNIZING Nairobi City's growing stature within the community of nations as a key diplomatic and international hub, the City has experienced a significant expansion of international offices, placing Nairobi alongside New York, Geneva, and Vienna as one of only four cities globally hosting multiple United Nations headquarters;

WHEREAS Nairobi City and the Greater Nairobi Metropolitan Area collectively contributes significantly to the national gross domestic product and continue to serve as the principal driver of Kenya's economic growth, with a shared aspiration to further consolidate their role in national and global affairs, enhance competitiveness within the Global Cities Index, and progressively attain first-world city standards;

WHEREAS Article 6 (2) of the Constitution of Kenya provides that governments at the national and county levels are distinct and inter-dependent and shall conduct their mutual relations based on consultation and cooperation.

WHEREAS Article 186 of the Constitution recognizes the respective functions and powers of the national government and county governments. Article 189 (2) of the Constitution provides that Government at each level, and different governments at the county level, shall co-operate in the performance of functions and exercise of powers and, for that purpose, may set up joint committees and joint authorities.

WHEREAS Section 6 (5) of the Urban Areas and Cities Act, Cap 275 provides the legal basis for intergovernmental cooperation and partnerships between the two levels of government for the purpose of enhancing the performance of functions and the delivery of services within the Capital City. The parties share the common goal and objectives to collaborate with a view of



COOPERATION AGREEMENT
The Nairobi City County Government and the National Government

1.1.9. The Clause and paragraph headings are for reference purposes only and shall not affect the interpretation of this Agreement.

2. CLAUSE II

PURPOSE

2.1. **THE PARTIES TO THIS** Agreement share a common interest in fostering bilateral cooperation and collaboration to give effect to Section 6 (3) of the Urban Areas and Cities Act, Cap 275 by positioning Nairobi as a globally competitive capital, ensuring the city provides the infrastructure and environment necessary to sustain:

- (i) the Seat of the National Government
- (ii) Offices of Diplomatic Missions.
- (iii) an efficient transport network connecting the Capital to the rural areas, towns and other local, regional and international cities.
- (iv) commerce and industry.
- (v) high quality service delivery in support of national aspirations to achieve first world status in a generation.
- (vi) high standard of living for all residents of Nairobi in a clean and secure environment; and
- (vii) a structured framework for collaboration between the parties in the planning, financing and implementation of infrastructure and urban development in the Capital City.

3. CLAUSE III

SCOPE AND AREAS OF COLLABORATION

3.1. The Parties agree that collaboration under this Agreement shall be directed towards strengthening the performance of county functions and improving the quality, efficiency, and sustainability of service delivery within the Capital City, through coordinated planning, resourcing, and implementation support by the National Government and the County Government.

3.2. In furtherance of this objective, the Parties shall collaborate in the following areas:

- (i) Refuse collection, management of refuse dumps and solid waste disposal to improve public health within the Capital City through enhanced and integrated waste management systems.
- (ii) Development, maintenance and improvement of County roads, Non-Motorized Transport and street lighting to enhance transport

COOPERATION AGREEMENT
The Nairobi City County Government and the National Government

- Disposal Act, Cap 412C, Public Private Partnerships Act, Cap 430 and attendant Regulations and other relevant provisions of the law.
- (viii) Taking reasonable steps to mitigate any factors that may negatively affect the successful implementation of this Agreement.

5. CLAUSE V

GOVERNANCE STRUCTURE AND COMMITTEES

- 5.1. The parties established a Joint Steering Committee to oversee the implementation of the Agreement in accordance with Article 189 (2) of the Constitution as read together with Section 6 (6) (a) of the Urban Areas and Cities Act, Cap 275 and section 23 of the Intergovernmental Relations Act, Cap 265F.
- 5.2. The Parties hereby establish a two-tier governance structure for the effective implementation of this Agreement, comprising:
- (i) a Steering Committee; and
 - (ii) an Implementation Committee.
- 5.3. The Committees established under clause 5.2 shall operate in a complementary and coordinated manner to give effect to the objectives of this Agreement.
- 5.4. **Steering Committee**
- 5.4.1. The Steering Committee shall oversee the implementation of this Agreement and shall comprise –
- (i) The Prime Cabinet Secretary and Cabinet Secretary for Foreign and Diaspora Affairs who shall be the Chairperson;
 - (ii) The Governor of Nairobi City County who shall be the Vice- Chairperson;
 - (iii) The Attorney General;
 - (iv) Cabinet Secretaries responsible for:
 - (a) Interior and National Administration.
 - (b) Treasury and Economic planning.
 - (c) Lands, public works, housing and urban development.
 - (d) Environment, climate change and forestry.
 - (e) Water, sanitation and irrigation; and
 - (f) Energy and petroleum.
 - (v) The County Attorney.

- (vi) Two representatives from the Nairobi City County Government nominated by the Governor.
- 5.4.2. The Steering Committee may co-opt such other persons as it may consider necessary for the proper discharge of its functions.
- 5.4.3. The Principal Secretary responsible for Devolution and the County Secretary of Nairobi County shall serve as Joint Secretaries to the Steering Committee and the Implementation Committee.
- 5.4.4. The Steering Committee shall meet quarterly and may hold such additional meetings as may be necessary for the effective performance of its mandate.
- 5.5. Implementation Committee**
- 5.5.1. The Implementation Committee shall be responsible for the technical, operational and administrative execution of this Agreement.
- 5.5.2. The Implementation Committee shall comprise:
- (i) The Governor of Nairobi City County who shall be the Chairperson;
 - (ii) Principal Secretaries responsible for:
 - (a) the National security and national administration;
 - (b) the National Treasury;
 - (c) Housing and Urban Development;
 - (d) Roads;
 - (e) Environment;
 - (f) Water and Sanitation; and
 - (g) Energy.
 - (iii) Solicitor General;
 - (iv) a representative from the Executive Office of the President;
 - (v) County Executive Committee members from Nairobi County Government responsible for corresponding functions;
 - (vi) The County Solicitor.
- 5.5.3. The Implementation Committee shall meet once every month or as may be necessary for the effective discharge of their mandates.
- 5.5.4. The Implementation Committee may co-opt such other persons as it considers necessary for the discharge of its mandate and may establish Project specific committees, Technical Committees or such other sub-committees as it may consider necessary for the effective implementation of this Agreement.
- 5.5.5. Each Committee shall regulate its own procedure, quorum, and meeting modalities, subject to any directions issued by the Steering Committee.

6. CLAUSE VI: PUBLIC PARTICIPATION

- 6.1. This Agreement shall be subjected by the Nairobi City County to public participation as per the applicable laws.
- 6.2. The Agreement together with any amendments as shall be necessitated by public participation constitute the entire agreement between the parties. Both parties acknowledge that they have not entered into this agreement in reliance wholly or partly on any statement or representation made by the other except as contained or referred to herein.
- 6.3. All projects and programs undertaken under this Agreement shall be subject to public participation in accordance with applicable laws.

7. CLAUSE VII
FINANCING OF THE AGREEMENT

- 7.1. The parties shall jointly agree on the modalities for financing all programmes and projects undertaken pursuant to this Agreement, including the sources of funding, cost-sharing arrangements where applicable, and the mechanisms for the flow of funds within the provisions of the Public Finance and Management Act, Cap 412.
- 7.2. Each implementing Party shall, in accordance with Clause 7.1 above within its respective mandate, be responsible for performing and honoring its obligations undertaken under this Agreement.
- 7.3. All programmes and projects to be implemented under this Agreement shall be properly costed and provided for within the respective budgets of the National Government and the County Government, as applicable, and shall be processed through the applicable national and county budgetary processes and in accordance with the respective budget cycles of the Parties.
- 7.4. The flow of funds, disbursement, utilisation, accounting, reporting, oversight, and audit of all funds under this Agreement shall be undertaken in accordance with the Public Finance Management Act, Cap. 412 and all other applicable written laws.
- 7.5. The parties shall report to the National Cabinet and the County Executive Committee annually on the implementation of the Agreement.

8. CLAUSE VIII
ENTRY INTO FORCE, AND TERMINATION

- 8.1. This Agreement shall become effective fourteen days from the date of execution and shall remain in force for an initial period of twenty-four months from the date of execution subject to renewal.
- 8.2. Parties may terminate this agreement mutually or a party may terminate this agreement by giving six months' notice to the other party. Such termination shall take effect at the expiry of the six-month period from the date the termination notice is issued provided that the provisions contained herein shall remain in effect to the extent necessary to permit an orderly settlement of all arrangements made with respect to the ongoing cooperation activities.

9. CLAUSE IX

DATA PROTECTION

- 9.1. Each party undertakes to protect and not to disclose to any third parties the data exchanged during the subsistence of this Agreement and after the end of the Cooperation Agreement save for by the operation of the law.
- 9.2. Each party undertakes to use the data exchanged solely for the purpose for which the scope of this exchange allows.
- 9.3. Each party to this Agreement acknowledges the importance of protecting the privacy of all information provided by the other party and warrants that in dealing with data collected during this collaboration they shall at all times strictly comply with the Data Protection Act, 411C.

10. CLAUSE X

EXISTING AGREEMENTS

- 10.1. Any existing arrangements between the parties herein and other third parties touching on the objective of this Agreement shall remain in force insofar as they are consistent with the objectives of this Agreement.

11. CLAUSE XI

SUPPLEMENTARY ARRANGEMENTS AND AMENDMENTS

- 11.1. The Parties may, from time to time, enter into supplementary arrangements within the scope and framework of this Agreement for the purpose of implementing specific agreements, collaborations, projects, or programmes contemplated herein.

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COOPERATION AGREEMENT
The Nairobi City County Government and the National Government

- 11.2. Any supplementary arrangement entered into pursuant to Clause 11.1 shall be in writing and executed by the duly authorized representatives of both Parties and shall be consistent with and subject to the provisions of this Agreement.
- 11.3. No amendment, variation, or modification of this Agreement shall be valid or binding unless it is made in writing and executed by both Parties through a formally signed instrument expressly stating that it amends this Agreement.
- 11.4. Unless expressly stated otherwise, no supplementary arrangement entered into under this Clause shall amend, vary, or override the provisions of this Agreement.

12. ARTICLE XII
GOVERNING LAW

- 12.1. The provisions of this Agreement and any amendments or annexes thereto shall be governed by, construed, and enforced in accordance with the laws of the Republic of Kenya.

13. ARTICLE XIII
NOTICES

- 13.1. Any notice or other communication to be given under this Agreement shall be in writing and shall be sufficiently given if delivered:
- (a) By Registered Mail Ten (10) days from the date of such delivery.
 - (b) Personally/hand delivery on the date of such delivery: or
 - (c) Electronic Service of Notices through E-mail shall be deemed served on that day it was sent within the official business hours on a business day in the relevant jurisdiction in which it is sent. If it is sent outside business hours and on a day, not a business day, it shall be considered to be served on a subsequent day is a business day to the following addresses:

FOR THE NATIONAL GOVERNMENT	FOR NAIROBI CITY COUNTY GOVERNMENT
PRIME CABINET SECRETARY AND CABINET SECRETARY FOR FOREIGN AND DIASPORA AFFAIRS OFFICE OF THE PRIME CABINET SECRETARY, KENYA RAILWAYS, OFF HAILE SELASSIE AVENUE, P.O. BOX 62345 - 00200	THE GOVERNOR NAIROBI CITY COUNTY GOVERNMENT P.O.BOX 30075 00100 NAIROBI, Email: info@nairobi.go.ke

NAIROBI Email: info@primecs.go.ke	
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13.2. If any party under this Agreement changes their address or premises, they shall within seven (7) days thereafter send or deliver to the other party written confirmation of their new address.

**14. ARTICLE XIV
DISPUTE RESOLUTION**

14.1. In the event of any dispute, or disagreement arising from or pertaining to this agreement, the parties shall at the first instance endeavor to resolve the dispute amicably through negotiations, but if the dispute is not resolved amicably within 90 days from the date one Party notifies the other of the dispute in writing, the parties shall refer the dispute to the Intergovernmental Relations Technical Committee provided under the Intergovernmental Relations Act, Cap 265F.

**15. ARTICLE XV
SEVERABILITY**

15.1. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to replace the invalid or unenforceable provision with a valid and enforceable provision that most closely achieves the intent and economic effect of the invalid or unenforceable provision.

**16. ARTICLE XVI
ENTIRE AGREEMENT**

16.1. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, representations, and warranties.

**17. ARTICLE XVII
LIMITATION OF LIABILITY**

17.1. Each party shall be mandated to fulfill its obligations on the projects and programs initiated under this agreement.

COOPERATION AGREEMENT
The Nairobi City County Government and the National Government

IN WITNESS WHEREOF, the parties herein have caused this AGREEMENT to be signed by their duly authorized representatives.

SIGNED at Nairobi on this 17th day of February 2026

SIGNED ON BEHALF OF THE NATIONAL GOVERNMENT:



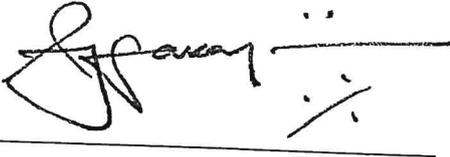
HIS EXCELLENCY DR. MUSALIA MUDAVADI E.G.H.
PRIME CABINET SECRETARY AND CABINET SECRETARY FOR FOREIGN AND DIASPORA
AFFAIRS

In the presence of:



MS. DORCAS AGIK ODUOR SC, E.G.H
HON. ATTORNEY-GENERAL

SIGNED ON BEHALF OF NAIROBI CITY COUNTY GOVERNMENT:



H.E. SAKAJA ARTHUR JOHNSON, CBS, EGH
GOVERNOR

In the Presence of:



CS. CHRISTINE IRERI, MCI Arb, CP³ P
Ag. COUNTY ATTORNEY

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