



COMMUNITY FOREST MANAGEMENT AGREEMENT

BETWEEN

KENYA FOREST SERVICE

AND

KIRISIA COMMUNITY FOREST ASSOCIATION

Dated this^{27th}..... Day of^{MARCH}..... 2023

This agreement is made this...^{27th} day of ^{MARCH}.....2023

BETWEEN Kenya Forest Service, a State Corporation established under the Forest Conservation and Management Act, 2016 and of P.O. Box 30513-00100, **Nairobi** in the Republic of Kenya (hereinafter referred to as "the Service") and charged with the overall mandate of ensuring sustainable management and conservation of Kenyan forests and forest resources for the socio-economic development of the country, including promotion of community participation in conservation and management of state forests.

AND

Kirisia Community Forest Association of P.O. Box 110 -20600, Maralal in the Republic of Kenya (hereinafter referred to as "the Association") registered under the Societies Act, Cap 108, vide Certificate of Registration Noattached hereto as Annex 1 and has the interest of managing and conserving Kirisia/Leroghi forest reserve as per the Association's Constitution attached hereto as Annex 2 and pursuant to the Participatory Forest Management Plan approved by the Chief Conservator of Forests on

WHEREAS:

Both parties have agreed to carry out their respective duties aimed at sustainable management and conservation of Kirisia/Leroghi forest reserve in accordance with the provisions of the Forest Conservation and Management Act, 2016, pursuant to the following terms.

1. OBJECTIVES AND PURPOSE

- (a) The Parties enter into this Agreement for the purposes of granting the Association permission to participate in the conservation and management of Kirisia/Leroghi forest reserve located in Samburu County as per the attached site-specific management plan Annex 5.
- (b) The forest area comprises 91,944 hectares and its boundaries are better described in the map, attached hereto as Annex 3.
- (c) The map and the management plan form an integral part of this agreement.

2. ASSIGNMENT OF RIGHTS UNDER THIS AGREEMENT (Section 50)

- (a) The Association may only assign its rights/responsibilities under this agreement with the written approval of the Service.

(b) The Service through the Chief Conservator of Forests shall not approve any assignment that will be in conflict with the main objectives and purpose set out in this agreement.

(c) The Association is liable for all the activities, acts and omissions of the assignees of its rights under the agreement.

3. DURATION

This Agreement shall last for a period of **Five (5)** years commencing on the date of signing.

4. AUTHORISED ACTIVITIES

(a) The Association may carry out those activities outlined in the site-specific forest management plan.

(b) The Association may, with the prior written approval of the Service, enter into partnership or agreements with other persons for the purposes of ensuring efficient and sustainable conservation and management of the forest area.

5. BASIC WARRANTIES OF THE SERVICE

(a) The forest area is a state forest.

(b) At the time of entering into this agreement, the property rights attached to the forest area consist of :

(i) The easements, rights of way, servitudes, mineral rights, or other claims of records listed in Annex 4;

(ii) Any customary rights established under section 52 of the Forest Conservation and Management Act, 2016; and

(iii) The right of ownership by the Service and the Government.

And these rights shall remain during the tenure of this agreement.

6. BASIC WARRANTIES OF THE ASSOCIATION

(a) The Association is duly registered by the Registrar of Societies and is validly existing and in good standing.

(b) The Association shall retain its power, ability and competence in carrying out its rights and obligations under this agreement.

7. RIGHTS OF THE SERVICE

(a) This agreement is subject to the provisions of the Forest Conservation and Management Act, 2016.

(b) The Service may inspect records kept by the Association from time to time.

(c) The Association shall advise the Service as soon as possible of any changes in the Constitution, Leadership and anything else deemed significant.

8. RIGHTS OF THE ASSOCIATION

The Association, its members, servants, employees and agents shall have the right to enter the forest area for the purposes of carrying out activities to fulfill the requirements of this agreement.

9. USER RIGHTS

(a) The Association shall have the following user rights: -

- i) Ecotourism and recreational activities
- ii) Collection of medicinal herbs
- iii) Grass harvesting and grazing
- iv) Collection of firewood
- v) Collection of sand
- vi) Beekeeping and collection of honey
- vii) Water abstraction and storage
- viii) Collection of forest produce for community-based industries
- ix) Establishment of tree nurseries
- x) Collection of tree seeds and wildings
- xi) Scientific and education activities
- xii) Plantation Establishment and Livelihood Improvement Scheme (PELIS)
- xiii) Collection of wild fruits and vegetables
- xiv) Fishing and fish farming
- xv) Contracts to assist in carrying out specified forest operations
- xvi) Development of community wood and non-wood forest-based industries
- xvii) Other benefits which may from time to time agreed upon between the Association and the Service

(b) Subject to section 49 of the Forest Conservation and Management Act, 2016 the Service through the Chief Conservator of Forests may, in consultation with the Association, make rules regulating the performance of any of the above user rights.

(c) The grant of the user rights shall not exclude the Association or its members from paying such fees, taxes and levies required for the exercise of the right or carrying out of activity or by any law.

(d) The grant of the user rights shall not exclude the Association from complying with other laws.

10. OBLIGATIONS OF THE SERVICE

a) The Service shall allow access to the forest area of the Association, its members, servants, employees and agents for the purposes of carrying out activities to fulfill the requirements of this agreement provided that such access is done in an orderly manner, on designated paths, routes and roads and without committal of any offences under the Forest Conservation and Management Act, 2016 or regulations or under any law.

b) The Service shall monitor, evaluate and offer technical expertise on the implementation of the site-specific management plan.

11. OBLIGATIONS OF THE ASSOCIATION

(a) The Association shall protect, conserve and manage the forest or part thereof pursuant to this management agreement and the provisions of the approved management plan for the forest.

(b) The Association shall protect sacred groves and protected trees.

(c) The Association shall assist the Service in enforcing the provisions of the Forest Conservation and Management Act, 2016 and any rules and regulations made pursuant thereto, in particular in relation to illegal harvesting of forest produce and hunting of game.

(d) The Association shall inform the Service if the Association becomes aware of any developments, changes and occurrences within the forest which are critical for the conservation of biodiversity.

(e) The Association shall take precautions against occurrence of fire and where it occurs, help in fire fighting.

(f) The Association shall maintain a roll of its members, agents, servants and employees and shall update the same regularly and furnish the details of the roll to the Service upon request.

(g) The Association shall keep written records of all activities conducted in the forest area and preserve those records for at

least six years from when first written or throughout the duration of this agreement whichever is longer.

- (h) Where the Association engages in commercial activities, the Association shall comply with all the laws for the time being in force governing such activities, and any violation of those laws shall be considered to be a breach of this agreement.

12. INDEMNITY, RISK AND LIABILITY

- (a) The Association shall indemnify the Service against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this agreement or any breach of any of the obligations on the part of the Association contained in this agreement or the exercise or purported exercise of the rights given herein.

- (b) The Association shall provide adequate security for its members, employees, servants and agents and shall ensure that precaution and other necessary measures are taken to protect themselves against risks such harm from wildlife, fires, rivers, falling trees and other objects associated with management of the forest.

- (c) In this regard, the Service is not liable for any injury, loss or damage occurring to the Association, its members, employees, servants, agents, goods or equipment while inside the forest.

13. TERMINATION OR WITHDRAWAL OF USER RIGHT

- (a) The Service may terminate this agreement in the following circumstances:

- (i) Where the Association is deregistered;
- (ii) Where the Association breaches any of the terms and conditions of this agreement and mediation methods have failed;
- (iii) Where the Service considers termination as necessary for purposes of protecting and conserving biodiversity;
- (iv) Where the Association itself so requests.

- (b) The Service may withdraw a particular user right in the following circumstances:

- (i) Where the Association breaches any of the terms and conditions of this Agreement;
- (ii) Where the Service considers withdrawal as necessary for purposes of protecting and conserving biodiversity;

(iii) Where the Association itself so requests.

- (c) Where the Service intends to terminate this agreement or to withdraw a particular user right, it shall give the Association thirty (30)days' notice in writing to show cause why the management agreement should not be terminated or the user right so withdrawn. During this period, this agreement or the right in question shall be suspended, as the case may be.

14. DISPUTE RESOLUTION

- (a) In the event of any dispute, question, or disagreement arising from or relating to this Agreement, the parties hereto shall use their best efforts to settle the dispute, question, or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

- (b) Where the Association is aggrieved by the decision of the Service on the implementation of this agreement, it may within thirty (30) days after being notified of the decision, appeal to the Board of the Service against the decision.

- (c) Notwithstanding the above provisions with respect to dispute resolution, any party aggrieved under this Agreement may upon thirty (30) days' notice refer the matter in dispute to the National Environment Tribunal pursuant to section 70(2) of the Forest Conservation and Management Act, 2016.

15. RELATIONSHIP OF PARTIES

- (a) This agreement does not create any kind of joint venture or partnership between the parties.

- (b) This agreement does not make either party the agent of the other.

- (c) This agreement does not give the Association exclusive possession of the forest area or any part thereof nor is it intended to create a lease or tenancy in any way whatsoever.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed and sealed on the 27th day of MARCH, 2023.

SEALED with the common seal of the

KENYA FOREST SERVICE

A.L. Lemarkoko, 'ndc' (K)
Chief Conservator of Forests

KENYA FOREST SERVICE
P. O. Box 30513 - 00100,
NAIROBI - KENYA

In the presence of:

Esther Keige
Manager, Legal Services

SIGNED for and on behalf of the
KIRISIA COMMUNITY FOREST ASSOCIATION

Douglas Leboiyare
Chairperson

In the presence of:

James Lmerewae
Secretary

~~For~~ Lentaaya Rosano Robert
Treasurer

Annex 1: Copy of Registration Certificate of Kirisia Community Forest Association.

FILE SOC/55481

REPUBLIC OF KENYA

THE SOCIETIES RULES, 1964 (rule 4)

CERTIFICATE OF REGISTRATION NO. 22548

I, JOSEPH ORYANGO, DEPUTY Registrar of Societies, hereby certify that I have this day registered the KIRISIA COMMUNITY FOREST ASSOCIATION, (KCPA).

under section 10 of the Societies Act.

Dated at NAIROBI this 30TH day of JULY 20 10

BY: Registrar of Societies

ONE THOUSAND TWO HUNDRED AND FIFTY FIVE

Annex 2: Constitution of Kirisia Community Forest Association



KIRISIA COMMUNITY FOREST ASSOCIATION

CONSTITUTION AND RULES FOR

KIRISIA COMMUNITY FOREST ASSOCIATION

19TH OCTOBER, 2022

1.0. Introduction

The name of the Kirisia Community Forest Association, hereinafter called the Association. The Association has been registered under the Societies Act Cap 108 Laws of Kenya Reg. No. 32540.

The Association is registered for purpose of conservation and management of forest resources within Kirisia/Leroghi Forest Reserve.

The Association shall remain non-political, non-sectarian, non-discriminatory and non-partisan at all times

Leroghi forest reserve, known locally as Kirisia forest, is a state-owned forest. The forest reserve was gazetted vide proclamation No.2 of 1936, and declared a Central forest vide legal Notice No. 174 of 1964. The forest is under the management of Maralal forest station. Kirisia/Leroghi forest covers 91,944.4 Ha with the main part of the forest being covered by indigenous tree cover.

The offices for the Association shall be based in Maralal with the postal address as:

P.O.BOX 110- 20600

MARALAL

2.0. Aims and objectives

- Promote sustainability of the biological, ecological, environmental and socio-cultural values of Kirisia/Leroghi Forest Reserve.
- To make the forest safe and secure for all to enjoy
- To rehabilitate degraded areas of Kirisia/Leroghi forest
- To engage in sustainable management for sustainable livelihood
- To create awareness among the members of CFA sustainable use of natural forest products
- Promote forest conservation through tree planting

3.0. Interpretation

The Executive Committee of the Association shall be the final authority in the interpretation of the Constitution and Rules/By-laws of the Association.

4.0. Representation

No Member of the Executive Committee, Branch (blocks) or individual member may act on behalf of the Association unless in the course of the Association's approved activity,

project, or endorsement. Members of the Association shall not present themselves as representing the Association for personal gain or agenda.

5.0. Membership

The association will have four categories of membership –

1. Individual
2. Corporate - National/Local Organizations/Bodies
3. Special Membership – e.g.
4. Corporate - International Organization

Individual members

- ✓ Must be 18yrs age old and above
 - ✓ Must be residing within 5km from the forest boundary
 - ✓ Must pay the required registration fee of Kshs. 200 for individual
 - ✓ Membership card payment Kshs. 200
 - ✓ Pay annual subscription of Kshs. 200
 - ✓ The member should be obedient to the constitution
- If Corporate Member:

- ✓ Must be a registered CBOs, Welfare Groups and other registered organization
- ✓ Pay registration fee of Kshs.10,000 and Annual subscriptions fee of Kshs.5,000.
- ✓ Corporate members must show utmost obedience to the Constitution of the Association

6.0. Office bearers and / or executive committee

The office bearers of the Association shall comprise of:

1. The chairperson
2. The Vice Chairperson
3. The Secretary
4. Vice Secretary
5. The Organizing Secretary
6. The Treasurer

All shall be fully paid up members of the society and shall be elected at the annual general meeting held every Five years.

7.0. Management Committee

The Management Committee shall be composed of:

- a) Chairperson
- b) Treasurer
- c) Secretary
- d) Vice Chairperson
- e) Vice Secretary
- f) Organizing Secretary
- g) FCC representative
- h) Youth Leader
- i) Women representative
- j) Persons with disability
- k) 5 other members as nominated by the three blocks as per Clause 4

8.0. Duties of the Executive Committee

Chairperson

- Preside over all meetings of the Executive Committee and AGM unless prevented by unavoidable circumstances e.g. illness
- Be a uniting force and keep members informed in any matter arising in the community affecting the Association
- Convene all meetings of the Association
- To reconcile members' differences to ensure cohesion and harmony
- To motivate members and set good example to all members
- Advise and encourage members who have challenges
- Shall be the contact person between the CFA and other stakeholders
- Shall provide general policy guidelines related to the affairs and the administration of the CFA.
- Shall be a mandatory signatory to the CFA's bank accounts

Vice- Chairperson

- Deputize the Chairperson
- Perform the duties of the Chairperson in his absence
- Perform any other work assigned by the chairperson

Secretary

- Handle all correspondences and records under the general supervision of the Executive Committee
- Issue notices convening meetings

- Prepare and keep minutes of the meetings
- Carry out all correspondences on behalf of the CFA
- Keep updated records of the CFA.
- Shall be a mandatory signatory to the CFA accounts
- Shall be the custodian of official documents of the CFA
- Shall attend all meetings
- Perform any other duties that may be assigned by the committee.

Vice Secretary

- Deputize the Secretary
- Perform the duties of the Secretary in his/her absence
- Perform any other work assigned by the Secretary

Organizing Secretary

- Organize venues of meetings in consultation with the Chairperson
- Supply letters and other documents to the members
- Mobilize and coordinate the CFA members, Community and stakeholders to attend activities where necessary
- Perform any other duty assigned by the chairperson

Treasurer

- Ensure proper accounting procedure are used in management of funds of the Association
- Receive and disburse under the direction of the Executive Committee all funds belonging to the Association
- Provide reports on financial statements and audited accounts of the Association
 - Shall prepare and submit quarterly financial reports to the members
 - To prepare budget of the CFA for approval
 - Shall file annual financial returns to the Registrar of societies
 - Shall file monthly returns and statutory obligations to the government
 - Shall be custodian of all accountable documents
 - Shall maintain the assets register of the CFA properties and investments
 - Perform any other duty assigned by the chairperson.
- Shall be a mandatory signatory of the CFA

9.0. General Meetings

There shall be three types of meeting: general meetings, annual and special meeting.

The Annual General Meeting (AGM) shall be held not later than 31st December, of every year.

The agenda of any general meeting shall consist of the following:

- Members present
- Chairperson Remarks
- Reading and Confirmation of the Minutes of the previous meeting
- Matters arising from previous meeting
- Agenda of the meeting

Special General Meeting

May be called for any specific purpose by the Committee.

10.0. Quorum

The quorum for the general meeting shall be not less than half (1/2) of the registered members of the association.

11.0. Procedure of Meetings

- Chairing of the meeting is by the Chairperson or in the absence the Vice
- The resolutions shall be decided by a simple majority through a vote
- Venue of the meetings shall be at the registered office or a place to be decided by the Executive Committee.

12.0. Trustees

- The CFA shall appoint trustees during an AGM to hold in trust all land, buildings and other immovable properties and securities which may be acquired by the Association

13.0. Auditors

- The auditors for the Association books of account shall be appointed in an AGM. All association books of account, records and documents shall be opened for inspection by the auditor at any time.
- A copy of the auditor's report on the account and statements together with such accounts and statements shall be furnished to all members at the same time as

- the notice convening the AGM is sent out. An auditor may be paid such money for the service rendered as may be resolved by the AGM appointing the auditor
- No auditors shall be an office bearer or a member of the committee of the association.

14.0. Finances

Source of Funds

The funds of the association may only be used for the following purposes-

- a) Conservation income generating initiatives
- b) Payment of goods and services by community members
- c) Welfare projects
- d) Membership fees and other levies
- e) Donation
- f) Fundraising

Use of Funds

- Education and training of members
- Loaning to members
- Sourcing for farm inputs
- Community social welfare
- Monies received should be deposited in the bank
- No payment and withdrawals of monies without the resolution of the executive committee
- Petty cash not exceeding Kshs. 40,000 can be kept by the Treasurer
- The financial year of the Association shall be 1st January to 31st December.

15.0. Signatories

The signatories of the association shall be –

1. Chairperson
2. Secretary
3. Treasurer

All bank withdrawals shall be strictly by all the three signatories

16.0. Branches

Branches of the Association shall be formed being representative organ of the main forest portions/blocks of the Leroghi/ Kirisia forest reserve. The blocks may develop by-laws to guide on use of the forest resources but they should adopt the Constitution of the Association.

There is hereby established the following three blocks which will form the branch members of the Kirisia CFA:

- a) Naramat block
- b) Nkarro block
- c) Nailepune block

17.0. Amendment to the Constitution

Amendment of the Constitution of the Association must be approved by a two third majority of the members present during an AGM deliberating on the amendment of the Constitution.

Consent must be received from the Registrar of Societies to amend the constitution upon application in writing and signed by at least three of the office bearers.

18.0. Suspension/Expulsion /deregistration of members

- a. Where a member contravenes the CFA constitution, rules and regulations
- b. Misappropriation of the CFA funds
- c. Abuse of office
- d. Declared bankrupt
- e. Convicted of a crime more than six months
- f. Repeat offender
- g. Incapacitation of an office bearer
- h. If an individual member relocates permanently far away from the specified forest.
- i. If a member dies

19.0. Member Participation

All members must participate in the Association's activities and programmes including attending meetings and voting during the association elections.

20.0. Dissolution of the Association

The association shall not be dissolved except by a resolution passed at an AGM meeting by a vote of not less than two third of members present in the meeting.

Provided, however that no dissolution shall be effected without prior approval of the Registrar of Societies upon application made in writing and signed by the three office bearers.

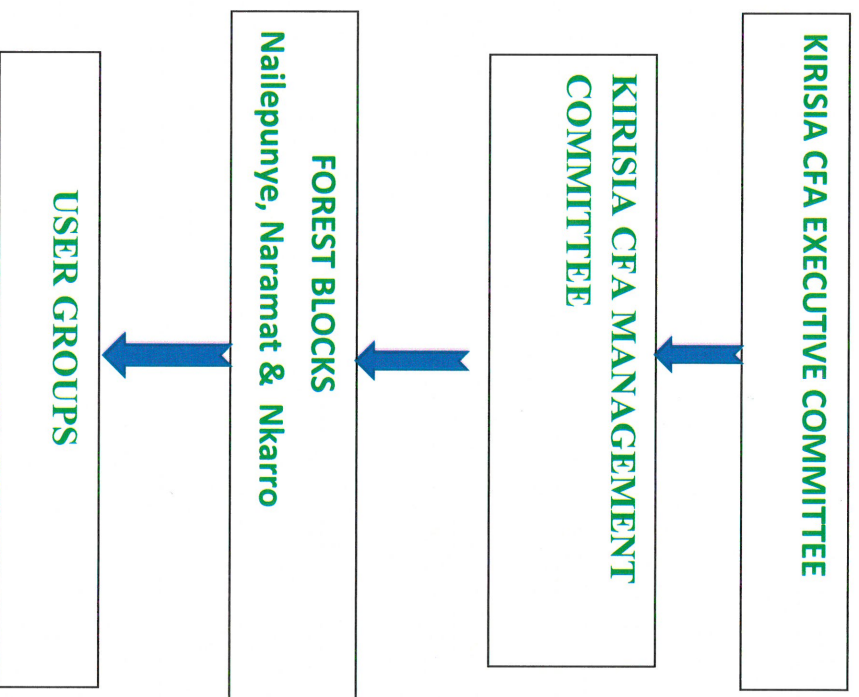
All assets of the association shall be liquidated and subject to payment of all debts of the association, the balance thereof shall be distributed in manner as may be resolved by the meeting at which the resolution for dissolution is passed.

21.0. Inspection of Accounts and List of Members

The books of account and all other documents relating to the association including the list of the members of the association shall be available for inspection at the registered office of the association by any member upon giving 7-day notice in writing to the concerned office bearer.

22.0. Community Association Management Structure

STRUCTURE OF KIRISIA CFA



23.0. Other Provisions (Rules and Regulations)

- a) All members shall respect and adhere to the provisions of the constitution of the association
- b) Anew member shall remain an active member for a period of one year before he/she is given any responsibility in the association
- c) All the three blocks shall constitute Kirisia CFA
- d) Any registered members dissatisfied with the operations of the CFA shall forward the complaint to the Advisory Committee
- e) Members to adhere to the rules and regulations of the association
- f) All members should update their annual subscription fee

24.0. Election of Office Bearers

The General election of the association shall be carried out after every five years.

- The respective blocks to carry out their elections and forward five (5) names to participate in the election and formation of the CFA Executive Committee.
- Office bearers shall hold office for one term of five (5) years renewable once.

- All election complaints shall be forwarded to the ad hoc election complaint committee for determination.

The ad hoc elections complaint committee shall comprise of:

1. County commissioner
2. KWS
3. FCC
4. KFS
5. County government
6. Cooperative officer
7. CFA representative

25.0. Vacancies

In the event the office of the Chairperson, Secretary, or Treasurer or their Assistants becomes vacant, the vacancy shall be filled for the remainder of the term by another member from the Management Committee through majority vote of a quorum of the Management Committee meeting.

26.0. Complaints Advisory Committee

Executive/ Management Committee shall appoint six reputable members, two each from the three blocks to the complaints advisory Committee of the association and KFS. The committee shall vote and /or appoint the chair to the Committee. The functions of the Committee shall include determination of complaints by members and complaints arising from disputes and other tasks that may be assigned by the Executive Committee from time to time.

27.0. Community Forest Association's Legal Advisor

The CFA shall appoint a legal advisor to represent and deal with any legal matters affecting the Association. The legal advisor shall be appointed during an AGM meeting.

28.0. Effective Date

This Constitution and Rules was voted on and accepted at the Annual General Meeting held on 19th October 2022.

- **END** -

Annex 4: Record of easements and other rights in Kirisia/Leroghi Forest Reserve

- 1. Yamo Dam**
- 2. KCAA radar**
- 3. Fire towers (Security)**

Annex 5: Kirisia/Leroghi Forest Reserve Management Plan

