

MEMORANDUM OF UNDERSTANDING

THE OLOITIPTIP MARKET TRADERS

(AS Stakeholders)

-AND-



THE COUNTY GOVERNMENT OF KILIFI

1. DEPARTMENT OF TRADE, INDUSTRY, TOURISM AND CO-OPERATIVE DEVELOPMENT
2. DEPARTMENT OF LANDS, ENERGY, HOUSING, PHYSICAL PLANNING & URBAN DEVELOPMENT
3. MUNICIPALITY OF KILIFI.

(As Partners)

IN RESPECT OF

THE REFURBISHMENT OF THE OLD OLOITIPTIP MARKET AND CONSTRUCTION OF SERVICE ROAD, KILIFI TOWNSHIP, KILIFI COUNTY.

Dated this of 2019.

A handwritten signature in blue ink, appearing to be a stylized name, located in the bottom left corner of the page.

THIS MEMORANDUM OF UNDERSTANDING made on this day of 2019.

BETWEEN:

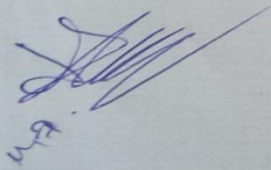
1. THE OLOITIPTIP MARKET TRADERS, KILIFI for the purpose hereof hereinafter called the "Traders" (which expression shall where the context so admits include their personal representatives and assigns) of the one part; and
2. THE COUNTY GOVERNMENT OF KILIFI, DEPARTMENT OF TRADE AND TOURISM; DEPARTMENT OF LANDS, ENERGY, HOUSING, PHYSICAL PLANNING & URBAN DEVELOPMENT; and MUNICIPALITY OF KILIFI herein after called the "CGOK" (which expression shall where the context so admits includes its Successor in title and assigns).

WHEREAS:

The CGOK has received an Urban Development Grant from National Government through the Kenya Urban Support Programme (KUSP) with financing from the World Bank, to undertake the refurbishment of the old Oloiptip market in Kilifi town and construction of access road AND the Traders have been carrying out retail businesses in the Oloiptip market that is scheduled for refurbishment.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH as follows:-

1. THAT the Traders selling meat, fish and cereals will temporarily be allocated containers installed with electricity in front of the Oloiptip market along Biashara Street to continue with their businesses during construction of the new market.
2. That the other Traders within the Oloiptip market will be temporarily relocated along the service road between Apache Indian Hotel and the Imarika building under construction and they shall be provided with temporary shades and security during the entire period of construction of the market.
3. That a project implementation Committee has been constituted, which consists of 12 Oloiptip market traders to oversee the smooth implementation of the project.
4. That CGOK shall be the custodian and manager of the project as per prevailing laws, procedures, guidelines, and regulations.
5. That upon completion of the Construction project, the relocated traders will all be reinstated to the market to continue with their businesses.
6. That the stall size(s) in the renewed market will not be smaller in size compared to those before the refurbishment.



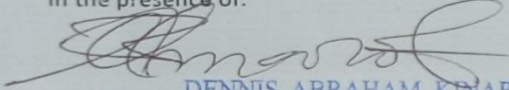
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7. That those traders whose businesses are electricity dependant will be supplied with electricity and be provided with sufficient space conducive for such businesses.
8. That in the event of any dispute between the CGOK and the Traders herein, the same will be referred to an arbitrator who shall be appointed by the Chartered Institute of Arbitrators, Kenya Chapter and that the decision of the arbitrator shall be final and binding upon the parties herein.

IN WITNESS WHEREOF this memorandum of understanding has been duly executed by the parties hereto as of the day and year first herein above written.

SIGNED for and on behalf of Oioitiptip Market Traders Implementation Committee by

MICHAEL MATAZA the Chairman
In the presence of:

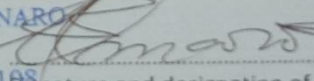

DENNIS ABRAHAM KINARO
ADVOCATE
P. O. Box 1919 - 80108
KILIFI


ID NO: 20544006

ADVOCATE

I certify that the above named **MICHAEL MATAZA** appeared before me on the 20th day of June 2019 and being known to me acknowledged the above signature or mark to be his and that he had freely and voluntarily signed this Memorandum of Understanding and understood its contents.

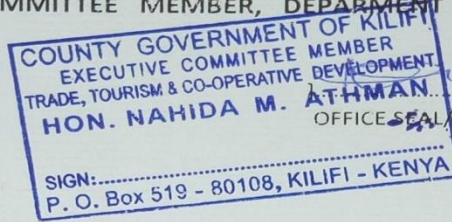
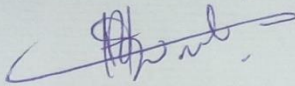
DENNIS ABRAHAM KINARO
ADVOCATE
P. O. Box 1919 - 80108
KILIFI


Signature and designation of
Person certifying

SIGNED for and on behalf of the CGOK by:

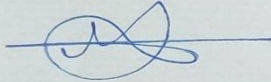
COUNTY EXECUTIVE COMMITTEE MEMBER, DEPARTMENT OF TRADE AND TOURISM

In the presence of:



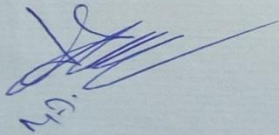
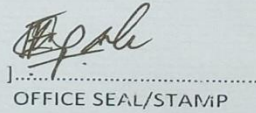
COUNTY EXECUTIVE COMMITTEE MEMBER, DEPARTMENT OF LANDS, ENERGY, HOUSING, PHYSICAL PLANNING & URBAN DEVELOPMENT.

In the presence of:



MUNICIPAL MANAGER
MUNICIPALITY OF KILIFI

In the presence of:



ADVOCATE

I certify that the above named CEC MEMBER, TRADE & TOURISM; CEC MEMBER, LANDS, ENERGY, HOUSING, PHYSICAL PLANNING & URBAN DEVELOPMENT; MUNICIPAL MANAGER, MUNICIPALITY OF KILIFI are known to me and acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily signed this memorandum of understanding and understood its contents.

REHEMA W. MWABAYA
ADVOCATE
P.O. BOX 1919-80108
MOMBASA

Rehema W. Mwabaya

REHEMA W. MWABAYA
LEGAL ADVOCATE
P.O. BOX 1919-80108
MOMBASA
OFFICE OF THE COUNTY ATTORNEY

Signature and designation of
Person certifying

DRAWN BY

DENNIS KINARO & CO. ADVOCATES
CO-OPERATIVE BANK BUILDING, KILIFI BRANCH, 3RD FLOOR
P.O BOX 1919-80108 KILIFI. TEL: 0720 538 123, 0724 597 311
Email: dennis.kinaro.dk@gmail.com

