

Appendix H Certificate of Inclusion

The United States Fish and Wildlife Service (USFWS) has issued to the County of San Luis Obispo (County as the Permittee) an incidental take permit (ITP) pursuant to Section 10(a)(1)(B) of the Federal Endangered Species Act (ESA). The ITP is issued for a term of 25 years and authorizes incidental take of certain species (Covered Species) (hereafter take coverage) within the area covered by the ITP. Under the ITP, the County is authorized to take the Covered Species incidental to certain activities (Covered Activities) as defined in the LOHCP, provided all of the terms and conditions of the ITP and the LOHCP are being met. In accordance with 50 CFR. § 13.25(d), County may extend take coverage granted to it to third parties, provided such third parties are under the County's direct control for purposes of implementing the requirements of, and complying with the terms and conditions of the ITP and LOHCP.

The ITP and LOHCP provide that the County may extend take coverage to third parties by executing a Certificate of Inclusion (COI) with such third parties. Through execution of this COI, the County extends take coverage under the ITP [*provide permit number*] to [*fill in name of project proponent*]. Take coverage is conferred only for the specific covered activities and area of the property identified in the agreement. Implementation of additional activities and impacts to additional areas of the property will require an additional certificate of inclusion.

You, _____, are the owner/operator of the property depicted on Exhibit 1 attached hereto and incorporated herein by this reference and desire to engage in _____, which is one of the Covered Activities under the ITP. By executing this COI, you consent to the County's direct control over your actions under the ITP and to its enforcement of compliance with the terms and conditions of the ITP and commit to implement all of the mitigation and take avoidance and minimization measures set forth in detail in Exhibit 2 to this Certificate of Inclusion. By executing this COI, you further acknowledge and consent to enforcement against you of all of the terms and conditions and applicable requirements of the ITP and LOHCP and consent to allow access to your property in accordance with any condition regarding such in the ITP, by the USFWS, the County, and/or the Implementing Entity, for purposes of monitoring your compliance with the ITP and LOHCP. If you fail to abide by the terms and conditions of the ITP and LOHCP in carrying out the Covered Activity, the take coverage granted to you through the COI will lapse and/or may be revoked and you may also be subject to civil and criminal liability under the ESA.

Take coverage extended to you under the ITP will become effective following execution of this COI by you and the County. In the event the Covered Activity is assumed by another, you agree to immediately notify the County. Any subsequent owner/operator will not be insulated from liability for incidental take until and unless such subsequent owner/operator and Implementing Entity execute a new COI. The County, as the sole Permittee, remains liable for compliance with all of the terms and conditions and applicable requirements of the ITP and LOHCP, including those implemented by [*name of owner/operator*] pursuant to this COI.

Name

Signature

Address

Telephone Number
County Representative

e-mail address

Name

Signature

Title

Date