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CONTENTS

GAZETTE NOTICES

PAGE

The Gambling Control Act—Appointment.....	7238, 7239
The Water Act—Appointment.....	7238, 7240
The State Corporations Act—Appointment.....	7238, 7240
The Sports Act—Appointments.....	7238–7239
Supreme Court of Kenya—December Recess, 2025.....	7239
The Civil Procedure Act—Establishment of Limuru E.L.C.	7239
The Training and Vocational Education and Training Act ...	7239
The Kenya Information and Communications Act—Appointment.....	7239
The Business Registration Service Act—Appointment	7240
The Civil Aviation Act—Appointment, etc.	7240
The Waqf Act—Revocation.....	7240
County Governments Notices	7240–7243
Deed of Transfer.....	7243–7246
The Intergovernmental Relations Act—Transfer of the Delineated Functions Relating to the Management of Amboseli National Park from the National Government to the County Government of Kajiado	7246–7248
The Advocates Act—Admission of Advocates	7248–7254
The Land Registration Act—Issue of Provisional Certificates, etc.	7254–7271
The Land Act—Addendum and Inquiry, etc.	7271
The Kenya Accreditation Service Act—Accredited Bodies .	7271
The Unclaimed Financial Assets Act—No Objection.....	7271
The Crops Act—Proposed Grant of Licences.....	7271
The Sacco Societies Act—Additional Licensed and Authorized Sacco Societies in Kenya for the financial Year ending 31st December, 2025.....	7271
The Standards Act—Declaration of Kenya Standards	7271

GAZETTE NOTICES—(Contd.)

The Environmental Management and Co-ordination Act—Environmental Impact Assessment Study Reports.....	7271
Disposal of Uncollected Goods	7271
Change of Names	7271

SUPPLEMENT Nos. 131 and 132

Acts, 2025

	PAGE
The Conflict-of-Interest Act, 2025	297
The Social Protection Act, 2025	331

SUPPLEMENT Nos. 133 and 134

Senate Bills, 2025

	PAGE
The County Government Laws (Amendment) Bill, 2025	207
The National Construction Authority (Amendment) Bill, 2025	223

SUPPLEMENT No. 135

National Assembly Bills, 2025

	PAGE
The Forest Conservation and Management (Amendment) Bill, 2025	849

SUPPLEMENT No. 136

Legislative Supplements, 2025

LEGAL NOTICE NO.	PAGE
136—The Standards (Standards Levy) Order, 2025	1659

GAZETTE NOTICE NO. 15230

DEED OF TRANSFER

OF

MANAGEMENT FUNCTIONS RELATING TO AMBOSELI
NATIONAL PARK

FROM

THE NATIONAL GOVERNMENT

TO

THE COUNTY GOVERNMENT OF KAJIADO

THIS DEED OF TRANSFER is made this 14th Day of October 2025, by and between:

(a) The National Government of Kenya, (hereinafter referred to as the National Government), as represented by the Cabinet Secretary, Ministry of Tourism and Wildlife, whose registered office is P.O. Box 41394-00100, which expression shall where the context so admits include its successors and assigns on the one part;

AND

(b) The County Government of Kajiado, (hereinafter referred to as the County Government) as represented by the Governor whose registered office is P.O. Box 11-01100, Kajiado, which expression shall where the context so admits include its successors and assigns on the other part;

(Individually referred to as Party and collectively as Parties)

RECITALS AND DECLARATION OF COMMON INTENT

WHEREAS:

1. The Constitution of Kenya established a devolved structure of governance, in which the sovereign power of the people of Kenya is exercised at two levels, being the National Level and the County Level;

2. Article 6(2) of the Constitution provides that the governments at the national and county levels are distinct and interdependent and shall conduct their mutual relations on the basis of consultation and cooperation;

3. Article 69 (1) (c) and (d) of the Constitution provides that the State shall—ensure sustainable exploitation, utilization, management and conservation of the environment and natural resources, and ensure the equitable sharing of the accruing benefits; and protect genetic resources and biological diversity;

4. The objects of devolution set out under Article 174 of the Constitution include: to promote democratic and accountable exercise of power, to foster national unity by recognizing diversity and to give powers of self-governance to the people, enhance the participation of the people in exercise of the powers of the state and in making decisions affecting them and to ensure equitable sharing of national and local resources throughout Kenya.

5. Article 186 of the Constitution provides that except as otherwise provided by the Constitution; the functions and powers of the national government and the county governments are as set out in the Fourth Schedule to the Constitution;

6. The Fourth Schedule to the Constitution provides the distribution of functions between the national governments and the county governments;

7. Article 187 (1) (a) and (b) of the Constitution provides that a function or power of government at one level may be transferred to a government at the other level by agreement between the governments if the function or power would be more effectively performed or exercised by the receiving government; and the transfer of the function or power is not prohibited by the legislation under which it is to be performed or exercised.

8. Article 189 of the Constitution, sets out the structure for co-operation between the National and County Governments; with government at either level being required to perform its functions and exercise its powers in a manner that respects the functional and institutional integrity of the Government at the other level, and respects the constitutional status and institutions of Government at the other level;

9. The Principle of the Executive Authority set out under Article 129 of the constitution requires that Executive Authority set out at both levels of Government be exercised in a manner that serves the best interest, well-being, and aspirations of the people of Kenya;

10. In exercise of the power vested under Article 129 of the Constitution, a presidential directive was issued in relation to the transfer of management functions Amboseli National Park with its attendant resources from the National Government to the County Government;

11. The Intergovernmental Relations Act, Cap. 265F gives effect to Articles 187 and 200 of the Constitution, in respect of the transfer of functions and powers by one level of government to another;

12. The County Government has the requisite capacity and competence to perform the transferred management functions in line with Section 26 of Intergovernmental Relations Act, 2012;

13. The National Government is desirous of transferring to the County Government the delineated management functions of Amboseli National Park;

14. In implementation of the Presidential Directive, the Advisory Committee on the transfer of Amboseli National Park was established vide Gazette Notice 1939 of 2024 to advise on the framework for the transfer of the functions of Amboseli National Park to the County Government of Kajiado;

15. In line with the constitutional and legislative imperatives specifically the provisions of Intergovernmental Relations Act, 2012, to ensure wide consultations and public participation on the Presidential Directive, the Advisory Committee undertook public participation across the country;

16. This Deed unless the context otherwise requires, the National Government includes Kenya Wildlife Service being the state corporation mandated to conserve and manage national parks in the country including Amboseli National Park.

NOW THEREFORE, having considered the above, the Parties enter into this Deed of Transfer of Functions and solemnly agree as follows:

ARTICLE 1: DEFINITIONS

1.1 The following expressions (save where the context requires otherwise) bear the following meanings: -

1.1.1 References to an Article are (unless the context otherwise requires) to an article respectively of this Deed of Transfer of Functions;

1.1.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa;

1.1.3. The Article and paragraph headings are for reference purposes only and shall not affect the interpretation of this Deed of Transfer of Functions.

1.1.4 Transition Period shall from the date of execution of the deed to the end of the financial year 2025/2026 (30th June 2026).

1.1.5 Resource Sharing Period shall be the three financial years during which the parties shall share the revenues collected as provided under Article 5.4.

ARTICLE 2: PRINCIPAL OBJECTS

The principal objects of this deed of transfer of functions are to:

2.1 Foster inter-generational equity in addressing historical heritage and long-standing communal land claims as a key aspect of sustainable development;

2.2 Foster the integration of the local communities in conservation efforts for the enduring and shared benefit of Kajiado County communities;

2.3 Mainstream the equitable sharing of natural resources and Amboseli National Park management between the County Government of Kajiado and the National Government.

ARTICLE 3: THE SCOPE OF THE MANAGEMENT
FUNCTIONS TRANSFERRED TO THE COUNTY GOVERNMENT
OF KAJIADO

3.1 The National Government, in consideration of the mutual agreements set forth in this Deed, hereby transfers, conveys, and assigns to Kajiado County Government the management functions of Amboseli National Park. This is in line with the Fourth Schedule Part One of the Constitution, function No. 22 of the National Government functions as prescribed in regarding the protection of the environment and natural resources with a view of establishing a durable and sustainable system of development, including, in particular protection of animals and wildlife within the Amboseli National Park. The said functions have been delineated under schedule I and II. (*Annexed and marked "1"*).

ARTICLE 4: PERFORMANCE STANDARDS AND REPORTING OBLIGATIONS

4.1 In furtherance of the principles of good governance that require accountable and transparent management of public affairs, the County Government of Kajiado shall facilitate and ensure implementation of the Amboseli National Park Plan, 2020-2030. Further, the performance of the transferred functions shall be undertaken through the guidelines set out herein after:

1. Maintain and enhance ecological integrity of the park through continuous monitoring and effective management practices for wildlife habitats.

2. Enhance security measures through periodic recruitment and training of rangers in collaborative efforts with the national government and communities.

3. Ensure that all park facilities and services maintain high operational efficiency through regular maintenance, assessment and resource optimization.

4. Promote sustainable tourism by enhancing service offerings to achieve a 90% year-on-year visitor satisfaction rate.

5. Engage at least 75% of local community in conservation education and outreach conservation programs annually to foster awareness and promote conservation initiatives.

6. Enhance human-wildlife coexistence in wildlife dispersal by implementing conflict mitigation measures and community engagements programmes, aiming to reduce human-wildlife incidents.

7. Enhance tourism revenue by 20% annually through strategic marketing efforts and the efficient use of park resources

8. Adhere to existing laws, conventions, international statutes and treaties relating to wildlife conservation where Kenya is a party.

Further to the guidelines:

4.2 There shall be an annual report tabled before National Assembly and the Kajiado County Assembly on the implementation of this Agreement;

4.3 The National Government and Kajiado County Government may enter into sector specific service-level agreements and/or Memoranda of Understanding to guide and achieve better performance of this agreement.

ARTICLE 5: FINANCING THE DELIVERY OF THE TRANSFERRED FUNCTIONS

The financing of the delivery of the transferred functions shall be undertaken as follows:

5.1 Financing for the management functions herein transferred shall be drawn from revenues generated from the park as Appropriation in Aid (AiA) and/or as appropriated by the county assembly.

5.2 Revenue collection shall be undertaken jointly by the County Government of Kajiado and the National Government through the E-citizen platform.

5.3 Five percent (5%) of the total revenues collected from Amboseli National Park shall be reserved in perpetuity for the National Government to support continuous research, ecological monitoring and evaluation activities undertaken by State Department for Wildlife (SDW) & Research Training Institute (WRTI). The allocation shall be shared equally between the SDW and WRTI and shall not be varied or discontinued without the mutual written consent of both parties.

5.4 The net revenues shall progressively be shared between the national and the county government of Kajiado over the course of three financial years commencing 1st July, 2026 as cited below:

<i>Financial year</i>	<i>County Government</i>	<i>National Government</i>
2026/2027	50%	50%
2027/2028	70%	30%
2028/2029	100%	0%

5.5 Subject to the operationalization of the revenue sharing framework, the County Government of Kajiado may be allocated a percentage of the 2025/26 financial year's collected revenues from the park for purposes of facilitating incidental costs related to the transfer during the transition period.

5.6 The National Government shall within the period ending 30th June, 2026 offset all existing contractual obligations related to routine operations of the Park.

ARTICLE 6: HUMAN RESOURCES FOR THE DELIVERY OF THE TRANSFERRED FUNCTIONS.

6.1 There shall be a phased transfer process of the human resource personnel between the two levels of government.

6.2 The essential human resource stationed at Amboseli National Park, shall be retained for continuous management of the park. The list of essential human resources to be retained shall form part of this agreement (*Annexed and marked "3"*).

6.3 The Transition Management Committee shall prepare recommendations on recruitment of human resource to support the implementation of the transferred functions for consideration and approval by the Cabinet Secretary responsible for Wildlife and the Governor County Government of Kajiado.

6.4 During the transition period, the national government shall be required to provide to the county government a comprehensive human resource inventory detailing existing categories, competencies and gaps including those required for transfer.

6.5 The County Government shall absorb identified human resource existing in ANP to facilitate seamless performance of the transferred functions.

6.6 Within the transition period, and for seamless management of the Amboseli National Park, the national government shall continue to pay all the personnel emolument costs related to the stationed human resource workforce until June 30th 2026.

6.7 Within the transition period, the County Government of Kajiado, through coordination with the National Government may place as may be appropriate, relevant human resource to facilitate the management of the Park.

7.0 CAPACITY FOR THE RECEIVING ENTITY

7.1 The County Government of Kajiado shall deploy based on need the identified 104 human resource personnel to the management of the park. The capacity assessment report shall form part of this agreement, (*Annexed and marked "4"*).

7.2 The County Government of Kajiado shall as recommended by the National Advisory Committee, establish and operationalize the recommended Semi-Autonomous Government Agency to manage the park.

ARTICLE 8: CAPACITY BUILDING FRAMEWORK

8.1 The National Government shall carry out a comprehensive capacity assessment in line with Section 26 (2) (g) of the Intergovernmental Relations Act, CAP 265F.

8.2 In addition to the capacity building measures identified in the institutional capacity of Kajiado County the parties shall develop a capacity building programme based on 8.1 above.

8.3 The National Government together with the County Government of Kajiado shall implement the short-term and the long-term recommendations proposed by the National Advisory Committee on transfer of Amboseli through the report on the institutional capacity of County Government of Kajiado.

ARTICLE 9: OBLIGATION OF THE PARTIES

9.1 The County Government of Kajiado shall coordinate and incentivize communities living around the park to set aside more land for conservation that will include wildlife corridors, wildlife dispersal areas and conservancies for park viability and to ensure that at least 1 million land acres is set aside for conservation.

9.2 The National Government shall avail the verified inventory and ownership documents for assets relating to the transferred functions of ANP for purposes of vesting them unto the County Government of Kajiado. The aforementioned inventory of assets shall form part of this agreement.

9.3 The National Government shall avail the current inventory of wildlife and habitats within Amboseli National Park.

ARTICLE 10: EXECUTION OF THE TRANSFERRED FUNCTIONS

10.1 The County Government of Kajiado shall prescribe and establish legal and institutional frameworks for the execution of the transferred management functions of Amboseli National Park including:

- i. Management Plan
- ii. Ecosystem Plan;
- iii. Standard operating procedures;
- iv. Resourcing Framework.

ARTICLE 11: DURATION OF THE AGREEMENT

11.1 This agreement shall remain in force for an initial renewable period of 15 years from the date of execution. The agreement shall be renewed upon consultations between the National Government and the County Government of Kajiado.

ARTICLE 12: EFFECTIVE DATE

12.1 This Deed of Transfer shall become effective twenty-one (21) days from the date of execution.

12.2 In accordance with Section 26 (4) and (5) of the Intergovernmental Relations Act, CAP 265F, the National Assembly and the County Assembly of Kajiado, shall be notified of the decision to transfer the management functions relating to Amboseli National Park from the national government to the county government.

ARTICLE 13: REVIEW CYCLE

13.1 The Parties shall review the performance of the transferred functions annually with the initial review being two years after the commencement of this deed of transfer. Further to the above, the deed of transfer shall be reviewed jointly after every fifteen (15) years by the two levels of government.

ARTICLE 14: TERMINATION CLAUSE

14.1 Either party shall be entitled to terminate this deed of transfer on the breach or default of the other party in complying with or performance of its obligations, upon review and concurrence, by giving 12 months' notice in writing.

ARTICLE 15: TRANSITION CLAUSE

15.1 The County Government of Kajiado and the national government shall implement a formula of revenue sharing as annexed;

15.2 All existing long-term liabilities post 30th June 2026 shall be verified by the two levels of government; and a mechanism developed for payment.

15.3 The County Government of Kajiado shall within the transition period ending June 30th 2026 align its County Integrated Development Plan to the Amboseli National Park Management Plan (2020-2030).

15.4 The National Government during the transition period ending 30th June 2026 shall continue to pay personnel emoluments for all existing human resource personnel stationed at Amboseli National Park.

15.5 The National Government and the County Government of Kajiado shall within the transition period ending 30th June 2026, establish and operationalize transition management committee to coordinate reporting of the management of the park.

15.7 During the transition period, the National Government shall develop an inventory of all existing contractual obligations pending payments.

15.8 Within the transition period ending 30th June 2026, the County Government shall develop and operationalize the requisite legal instrument to anchor implementation of the transferred functions.

15.9 The National Government shall provide an inventory of all the leases issued in respect of any portion of the Amboseli National Park to the County Government. The National Government shall equally issue a notice in writing to all the lessee(s) within the Amboseli National Park, informing them of the transfer of management functions within seven (7) days from the date of this deed.

15.9.1 Notwithstanding this Deed, the ownership title of Amboseli National Park shall be vested in Kenya Wildlife Services. All existing obligations of the National Government set out in any lease of a portion of the Amboseli National Park shall remain in force save for the management functions transferred to the County Government. The National Government shall cause the County Government to execute addenda to existing leases or concession agreements relating to Amboseli National Park for purposes of taking over the management functions as contained in the said leases;

ARTICLE 16: GENERAL

16.1 This Deed of Transfer of Functions, together with any amendments as may 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.

16.2 No variation or addition to this Agreement and no waiver of any provision shall be valid unless in writing signed by a duly authorized officer of both of the parties. In the event of a variation or addition, all the terms of this Agreement shall apply to such variation or addition except as may otherwise be expressly provided therein.

16.3 No forbearance or indulgence by either Party in enforcing any term or condition of this Agreement shall prejudice or restrict that Party's rights or powers under this Agreement and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach.

16.4 Any written notice to be given under the terms of this Agreement may be delivered by hand to:

16.4.1 In the case of the National Government

*Cabinet Secretary, Responsible
for the time being for wildlife,
Nairobi. (Marked
'URGENT'); and,*

16.4.2 In case of the County Government of Kajiado

*County Secretary,
Kajiado County Government,
(Marked 'URGENT')*

ARTICLE 17. AMENDMENT AND REVIEW

17.1 This deed of transfer may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each Party hereto and expressed in a common document in due compliance with the enabling legislations and attendant laws.

ARTICLE 18: GOVERNING LAW AND DISPUTE RESOLUTION

18.1 This Deed of Transfer of Functions shall be governed by and construed in accordance with the Laws of Kenya.

18.2 In the event of a dispute between the Parties herein arising from a matter provided for, governed by or arising out of 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 30 days from the date one Party notifies the other of the dispute in writing, the Parties shall refer the dispute to an intergovernmental structure in line section 33 of the Intergovernmental Relations Act.

IN WITNESS whereof this Deed of Transfer has been executed by the duly authorized representatives of the parties the day and year first written above.

SEALED with the Public Seal of
Ministry of Tourism, Wildlife and Heritage.

In the presence
of Rebecca
Miano, Cabinet
Secretary,
Ministry of Tourism and Wildlife.

Witnessed by:
Dorcas A.
Oduor,
Attorney-
General,
Office of the Attorney General and Department of Justice.

SEALED with the Public Seal of the
County Government of Kajiado

In the presence
of Joseph ole
Lenku,
Governor,
County Government of Kajiado.

Witnessed by:
Augustine
Sekeyian, County
Attorney,
County Government of Kajiado.

In the Presence of the Intergovernmental Relations Technical
Committee

CPA. Kithinji Kiragu,
Chairperson.

GAZETTE NOTICE No. 15231

THE CONSTITUTION OF KENYA
THE INTERGOVERNMENTAL RELATIONS ACT
(Cap. 265F)

TRANSFER OF THE DELINEATED FUNCTIONS RELATING TO THE
MANAGEMENT OF AMBOSELI NATIONAL PARK FROM THE NATIONAL
GOVERNMENT TO THE COUNTY GOVERNMENT OF KAJIADO

IT IS notified for the general information of the public that in accordance with Article 187 of the Constitution and the provisions of section 24 (a) of the Intergovernmental Relations Act, (Cap. 265F), the Intergovernmental Relations Technical Committee has delineated and transferred the functions relating to protection of the environment and natural resources with a view of establishing a durable and sustainable system of development, including and in particular protection of animals and wildlife, between the National Government and County Government of Kajiado in the manner set out; wherein First Schedule provides for the exclusive functions of each level of government, while the Second Schedule provides for the concurrent functions of the two levels of government.

FIRST SCHEDULE

Function	County Government	National Government
Protection of animals and wildlife	Ecological management	
	(a) Establish and maintain vegetation restoration enclosures;	(a) Undertake wildlife disease surveillance and veterinary clinical interventions;
	(b) Establish a sustainable long-term tree growing programme;	(b) Enhance the conservation of special status species;
	(c) Control and manage invasive plant species;	(c) Guide large carnivore conservation measures
	(d) Mitigate impacts of flooding in the park;	(d) Establish a research sub-centre within Amboseli;
	(e) Establish a buffer zone around the park;	(e) Establish a digital repository of published and unpublished reports on Amboseli National Park and its Ecosystem;
	(f) Establish a digital library of published and unpublished reports on Amboseli National Park and its Ecosystem;	(f) Study wildlife numbers and distribution.
	(g) Undertake conservation and habitat protection initiatives.	

Function	County Government	National Government
	Security Management	
	(a) Provide security for wildlife and visitors in Amboseli national park in consultation and collaboration with the national government;	(a) Undertake anti-poaching security activities to combat illegal wildlife hunting;
	(b) Manage security in consultation with the national government;	(b) Undertake cross-border security operations;
	(c) Establish community informants for information gathering on wildlife.	(c) Protect endangered and protected species;
		(d) Undertake intelligence gathering and surveillance initiatives;
		(e) Undertake crime scene investigations and forensic analysis;
		(f) Undertake wildlife tracking;
		(g) Undertake wildlife product seizures;
		(h) Enforce wildlife utilization regulations.
	Community Partnership and Conservation Education	
	(a) Support establishment of functional community wildlife conservancies in the group ranches to create opportunities for wildlife enterprises;	(a) Construct, rehabilitate and maintain wildlife barriers in collaboration with the county government;
	(b) Support implementation of group ranch land use plans;	(b) Establish problem animal control (PAC) outposts;
	(c) Support community livelihood projects;	(c) Operationalize community wildlife conservation committee.
	(d) Support the Amboseli Eco-system Community Wildlife Scouts to increase wildlife-related benefits within the community;	
	(e) Construct, rehabilitate and maintain wildlife barriers in collaboration with the national government;	
	(f) Support the Amboseli Human-Wildlife Co-existence Committee (HWCC);	

Function	County Government	National Government
	(g) Develop conservation education and outreach materials;	
	(h) Create awareness among the public on the importance of wildlife conservation;	
	(i) Establish sponsored park tours for the local community;	
	(j) Support training of cultural centre managers;	
	(k) Engage the public in the management of the park;	
	(l) Promote and undertake extension service programmes intended to enhance wildlife.	
	Tourism Development and Management	
	(a) Promote wildlife-based tourism activities;	(a) Regulate wildlife utilization;
	(b) Issuance of licenses and permits within their mandate;	(b) Regulate the wildlife products trade;
	(c) Issue concessions for sustainable natural resource use within Amboseli National Park;	(c) Undertake conservation and bioprospecting activities;
	(d) Engage the community in wildlife conservation and revenue sharing;	(d) Issue, regulate and monitor permits and licenses to ensure compliance within their mandate.
	(e) Collaborate with wildlife partners in tourism development;	
	(f) Establish tourism information centres;	
	(g) Develop and market tourism products targeting the domestic tourism market.	
	Park Operations Management	
	(a) Collection of revenues shall be undertaken jointly through the E-citizen platform.	(a) Collection of revenues shall be undertaken jointly through the E-citizen platform.
	(b) Develop mechanisms for benefit sharing with communities living in wildlife areas;	(b) Promote or undertake commercial and other activities for the purpose of achieving sustainable wildlife conservation;
	(c) Prepare and implement Amboseli National Park Management Plan;	(c) Develop policies and legislation on benefit sharing with communities in wildlife areas;
	(d) Conduct research activities in the field of wildlife conservation and management and ensure application of research findings in conservation planning, implementation and decision making for purposes of planning;	(d) Coordinate the preparation and implementation of ecosystem plans;
		(e) Provide capacity building and technical

<i>Function</i>	<i>County Government</i>	<i>National Government</i>
	<p>(e) Promote and undertake extension service programmes intended to enhance wildlife conservation, education and training;</p> <p>(f) Grant permits and licenses within their mandate;</p> <p>(g) Monitor the compliance of terms and conditions of licenses;</p>	<p>assistance in the preparation of management plans for community;</p> <p>(f) Monitor the compliance of terms and conditions of licenses;</p> <p>(g) Grant permits and licenses within their mandate.</p> <p>(h) Conduct and co-ordinate, all research activities in the field of wildlife conservation and management and ensure application of research findings in conservation planning, implementation and decision making.</p>

SECOND SCHEDULE

The Schedule provides for the functions that are concurrent in nature and are to be performed by both the National Government and the County Government of Kajiado.

<i>Function</i>	<i>Concurrent</i>
Ecological management	Implement human-wildlife conflict prevention and mitigation measures.
Security Management	Undertake rapid response initiatives

KITHINJI KIRAGU,

Chairperson, Intergovernmental Relations Technical Committee.