

Conservation Credit Purchase Form

Partnership Nearshore Credits: A NOAA-approved conservation credit provider

This form facilitates the process for federal permittees to purchase conservation credits from Puget Sound Partnership (Partnership) to offset Endangered Species Act (ESA) impacts resulting from the maintenance, replacement, expansion, or new construction of structures in the Puget Sound nearshore.

What type of “credits” does the Partnership provide?

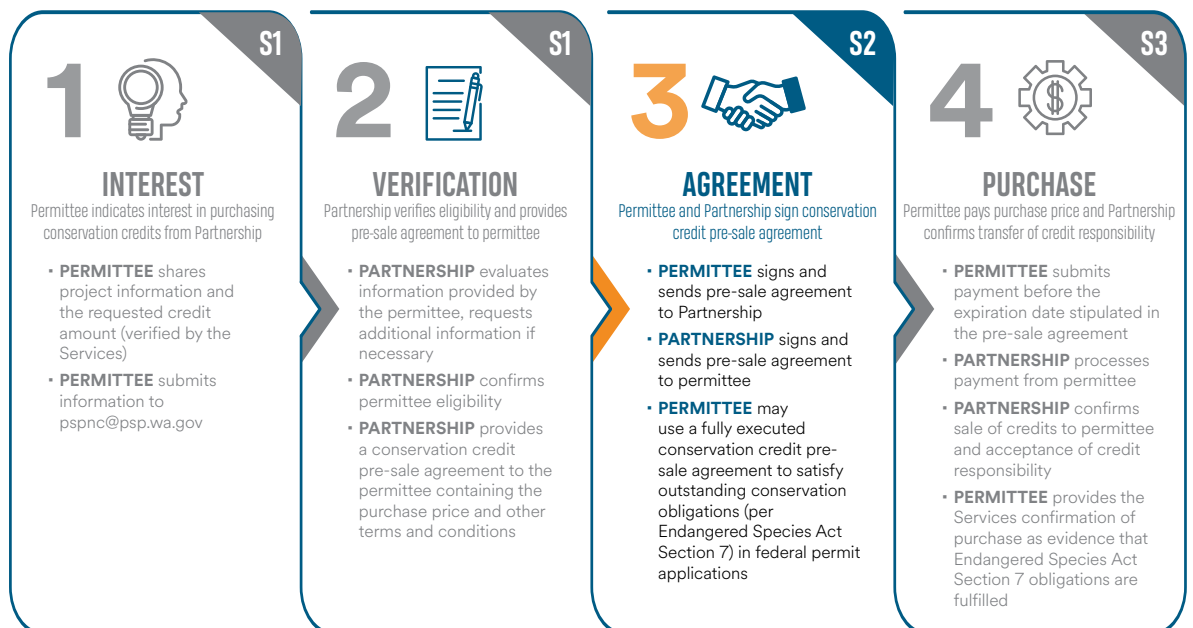
Puget Sound Partnership provides conservation credits for obligations under Endangered Species Act (ESA) consultations. If other federal, local, or state agencies also require mitigation, and that mitigation was not already included in the conservation calculator, it is the applicant’s responsibility to clarify with those agencies whether the conservation credits provided by Puget Sound Partnership would meet those obligations. For example, Partnership Nearshore Credits may not be used to satisfy compensatory mitigation obligations under Section 404 of the Clean Water Act.

Conservation Credit Purchase Process

The overall process to purchase conservation credits from Partnership (and the way this form facilitates that process) is illustrated in the figure below.

ATTENTION:

Federal permit applicants must work with the National Oceanic and Atmospheric Administration’s National Marine Fisheries Service (NMFS) – first to avoid and minimize impacts on site, and then to finalize the number of conservation offsets needed for unavoidable impacts – before attempting to purchase nearshore conservation credits from the Partnership. NMFS must finalize all conservation calculators prior to any credit purchase agreement.



S1 = Section 1 S2 = Section 2 S3 = Section 3

Form Instructions

- Each section of this form is used by a single entity during each step in the credit purchase process, and the responsible entity is named and in bold text at the beginning of each section.
- When populating a section, all boxes must be populated.

Section II: Conservation Credit Pre-Sale Agreement

The credit pre-sale terms outlined in this section are completed by the **Partnership** to provide the permittee a formal offer to sell conservation credits to the permittee according to the terms and conditions below pending receipt of the credit purchase price from the permittee. If the permittee agrees to purchase conservation credits from Partnership on the terms and conditions below, the **permittee** signs and returns this section to the Partnership for the **Partnership** to countersign. The permittee must include a copy of completed Sections I and II of this form with payment to purchase credits.

CREDIT PRE-SALE TERMS

Buyer Organization Name: Fidalgo Marina Owners Association
Buyer Mailing Address: 3101 V. Place City: Anacortes Zip: 98221
Buyer Permit Project Name: Fidalgo Marina Emergency Breakwater Repairs Permit Project Number: NWS 2021-937
Number of Partnership Credits to be Purchased: 44 Per Credit Purchase Price: \$1,411.00
Total Purchase Price: \$62,064.00 Pre-Sale Expiration Date: 12/5/2024

Successors and Assigns

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the buyer and the Partnership.

Applicable Law

This agreement shall be construed and enforced in accordance with the laws of the State of Washington.

Notices

Any notice or demand permitted or required by this agreement shall be made in writing and delivered to the Buyer Mailing Address listed above or the Partnership's address listed under the Partnership Commitment to Sale Credits below with conformation of transmission. Any such notice or demand shall be effective and deemed received on the date delivered, as indicated on receipt confirmation.

Entire Agreement

This agreement contains the entire understanding between the buyer and the Partnership. This agreement shall not be binding upon the buyer and Partnership until executed by an authorized agent of the buyer and Partnership, and an executed copy of this agreement has been delivered to the buyer and Partnership.

Amendments and Waivers

This agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the buyer and the Partnership.

Credit Pre-Sale Terms

The buyer listed above agrees to purchase the Number of Credits to Purchase listed above according to the credit pre-sale terms listed above and prior to the Pre-Sale Expiration Date listed above if the buyer's permit is approved by NOAA Fisheries. The buyer agrees that this conservation credit pre-sale agreement is terminated if the buyer fails to deliver the Purchase Price above on or before the Pre-sale Expiration Date listed above, and upon which neither the buyer or Partnership shall have no further rights or obligations hereunder.

Name of Authorized Agent: Richard Pilling for FMOA Board
Authorized Agent Signature: *Richard Pilling for FMOA Board*
Richard Pilling for FMOA Board (Dec 5, 2023 16:20 PST) Date: Dec 5, 2023

Payment Instructions

Checks should be made payable to:
Recreation and Conservation Office

and sent to:
Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917

Partnership Commitment To Sell Credits

Puget Sound Partnership, whose mailing address is PO Box WT-41, Olympia, WA 98504-7000, agrees to sell the Number of Credits to Purchase listed above according to the credit pre-sale terms listed above and receipt of the Purchase Price listed above prior to the Pre-Sale Expiration Date listed above. Partnership agrees that it will comply with all terms and conditions set forth in the Partnership's memorandum of understanding with NOAA Fisheries and USFWS to generate the Number of Credits to Purchase listed above. Upon receipt of payment, of the Purchase Price listed above, Partnership shall provide the buyer within 30 days thereafter documentation as required by the Services to effectuate the purchase of credits. The Partnership agrees to reduce the Number of Credits to Purchase listed above and the Purchased Price pro rata if the regulatory agency requirement is decreased at no penalty to the buyer. If the Number of Credits to Purchase listed above is reduced, the Partnership will provide an addendum to this agreement at the request of the buyer.

Name of Authorized Agent: Ahren Stroming

Authorized Agent Signature: 
Ahren.Stroming [Dec 5, 2023 16:26 PST]

Date: Dec 5, 2023

Link to Section I
(Internal Agency Use Only)

Link to Section III
(Internal Agency Use Only)