IMPLEMENTING AGREEMENT

for the

CITY OF KENT

for

CLARK SPRINGS WATER SUPPLY SYSTEM
HABITAT CONSERVATION PLAN

CONTENTS

1.0 PARTIES 1

2.0 RECITALS AND PURPOSES 1

2.1 Recitals 1

2.2 Purposes 2

3.0 DEFINITIONS 2

3.1 Terms defined in Endangered Species Act 2

3.2 "Changed Circumstances" 2

3.3 "Covered activities" 2

3.4 "Covered lands" 2

3.5 "Covered species" 2

3.6 "HCP" 2

3.7 "Listed species" 3

3.8 "Permit" 3

3.9 "Permittee" 3

3.10 "Take" 3

3.11 "Unforeseen Circumstances" 3

3.12 "Unlisted species" 3

4.0 OBLIGATIONS OF THE PARTIES 3

4.1 Obligations of Permittee 3

4.2 Obligations of the Services 3

4.2.1 Permit coverage 3

4.2.2 "No surprises" assurances 3

4.3 Interim obligations upon a finding of unforeseen circumstances 4

5.0 INCORPORATION OF HCP 4

6.0 TERM 4

6.1 Initial term 4

6.2 Permit suspension or revocation 4

6.3 Relinquishment of the permit 4

6.3.1 Generally 4

6.3.2 Procedure for relinquishment 5

6.4 Treatment of unlisted species 5

6.5 Extension of the permit 5

7.0 FUNDING 5

8.0 MONITORING AND REPORTING 5

8.1 Planned periodic reports 5

8.2 Other reports 6

8.3 Certification of reports 6

8.4 Monitoring by Services 6

9.0 CHANGED CIRCUMSTANCES 6

9.1 Permittee-initiated response to changed circumstances 6

9.2 Service-initiated response to changed circumstances 6

9.3 Listing of species that are not covered species 6

10.0 ADAPTIVE MANAGEMENT 7

10.1 Permittee-initiated adaptive management 7

10.2 Service-initiated adaptive management 7

10.3 Reductions in mitigation 7

10.4 No increase in take 7

11.0 LAND TRANSACTIONS 7

11.1 Acquisition of land by Permittee 7

11.2 Disposal of land by Permittee 8

12.0 MODIFICATIONS AND AMENDMENTS 8

12.1 Minor modifications 8

12.2 Amendment of the permit 9

13.0 REMEDIES, ENFORCEMENT, AND DISPUTE RESOLUTION 9

13.1 In general 9

13.2 No monetary damages 9

13.3 Injunctive and temporary relief 9

13.4 Enforcement authority of the United States 9

13.5 Dispute resolution 9

14.0 MISCELLANEOUS PROVISIONS 10

14.1 No partnership 10

14.2 Notices 10

14.3 Entire agreement **11**

14.4 Elected officials not to benefit **11**

14.5 Availability of funds **11**

14.6 Duplicate originals **11**

14.7 No third-party beneficiaries **12**

14.8 Relationship to the ESA and other authorities **12**

14.9 References to regulations **12**

14.10 Applicable laws **12**

14.11 Successors and assigns **12**

1.0 PARTIES

The parties to this Implementing Agreement are the City of Kent, Washington, a municipal corporation ("Permittee"); the United States Fish and Wildlife Service (FWS); and the National Marine Fisheries Service (NMFS). In this agreement, FWS and NMFS are collectively referred to as the "Services."

2.0 RECITALS AND PURPOSES

2.1 Recitals. The parties have entered into this agreement in consideration of the following facts:

(a) The Clark Springs Water Supply System ("Clark Springs System") has been determined to provide, or potentially provide, habitat for the following listed species:

THREATENED SPECIES

Chinook salmon (*Oncorhynchus tshawytscha*)

Bull trout (*Salvelinus confluentus*)

Steelhead (*Oncorhynchus mykiss*)

(b) The Clark Springs System has also been determined to provide, or potentially provide, habitat for the following unlisted species:

SPECIES OF CONCERN

Coho salmon (*Oncorhynchus kisutch*)

Sockeye salmon (*Oncorhynchus nerka*)

Chum salmon (*Oncorhynchus keta*)

Coastal cutthroat trout (*Oncorhynchus clarki clarki*)

Pacific lamprey (*Lampetra tridentata*)

River lamprey (*Lampetra ayresi*)

(c) Permittee has developed a series of measures, described in the habitat conservation plan (HCP), to minimize and mitigate to the maximum extent practicable the effects of take of covered species incidental to Permittee's covered activities.

2.2 Purposes. The purposes of this agreement are:

(a) To ensure implementation of each of the terms of the HCP;

(b) To describe remedies and recourse should any party fail to perform its obligations as set forth in this agreement; and,

(c) To provide assurances to Permittee that as long as the terms of the HCP, the permit, and this agreement are performed, no additional mitigation will be required of Permittee, with respect to covered species, except as provided for in this agreement or required by law.

3.0 DEFINITIONS

The following terms as used in this agreement will have the meanings set forth below:

3.1 Terms defined in Endangered Species Act. Terms used in this agreement and specifically defined in the Endangered Species Act (ESA) or in regulations adopted by the Services under the ESA have the same meaning as in the ESA and those implementing regulations, unless this agreement expressly provides otherwise.

3.2 "Changed circumstances" means changes in circumstances affecting a Covered Species or the geographic area covered by the HCP that can reasonably be anticipated by the permittee and that can reasonably be planned for in the HCP (e.g. the listing of a new species, or a fire or other natural catastrophic event in areas prone to such event.) Changed circumstances and the planned responses to those circumstances are described in Section 2.1.2.3 of the HCP. Changed circumstances are not Unforeseen Circumstances.

3.3 "Covered activities" means certain activities carried out by Permittee on covered lands that may result in incidental take of covered species described in Section 1.6 of the HCP.

3.4 "Covered lands" means the lands upon which the permit authorizes incidental take of covered species and the lands to which the HCP's conservation and mitigation measures apply . These lands are described in Section 1.5 of the HCP.

3.5 "Covered species" means the following species, each of which the HCP addresses in a manner sufficient to meet all of the criteria for issuing an incidental take permit under ESA § 10(a)(1)(B) All covered species are listed in Section 2.1 of this agreement.

3.6 "HCP" means the habitat conservation plan prepared by Permittee for the Clark Springs Water Supply System, related property, and activities identified in the HCP.

3.7 "Listed species" means a species (including a subspecies, or a distinct population segment of a vertebrate species) that is listed as endangered or threatened under the ESA.

3.8 "Permit" means the incidental take permit issued by the Services to Permittee pursuant to Section 10(a)(1)(B) of the ESA for take incidental to covered activities on [*project name/site*], as it may be amended from time to time.

3.9 "Permittee" means the City of Kent, Washington, a municipal corporation of the State of Washington.

3.10 "Unforeseen circumstances" means changes in circumstances affecting a species or geographic area covered by a conservation plan that could not reasonably have been anticipated by plan developers and the Services on the effective date of this agreement, and that result in a substantial and adverse change in the status of the covered species.

3.11 "Unlisted species" means a species (including a subspecies, or a distinct population segment of a vertebrate species) that is not listed as endangered or threatened under the ESA.

4.0 OBLIGATIONS OF THE PARTIES

4.1 Obligations of Permittee. Permittee will fully and faithfully perform all obligations assigned to it under this agreement, the permit, and the HCP.

4.2 Obligations of the Services. Upon execution of this agreement by all parties, and satisfaction of all other applicable legal requirements, the Services will issue Permittee a permit under Section 10(a)(1)(B) of the ESA, authorizing incidental take by Permittee of each listed covered species resulting from covered activities on covered lands.

4.2.1 Permit coverage. The permit will identify all covered species. The permit will take effect for listed covered species at the time the permit is issued. Subject to compliance with all other terms of this agreement, the permit will take effect for an unlisted covered species upon the listing of such species.

4.2.2 "No surprises" assurances. Provided that Permittee has complied with its obligations under the HCP, this agreement, and the permit, the Services can require Permittee to provide mitigation beyond that provided for in the HCP only under unforeseen circumstances, and only in accordance with the "no surprises" regulations at 50 C.F.R. §§ 17.22(b)(5), 17.32(b)(5), 222.22(g).

4.3 Interim obligations upon a finding of unforeseen circumstances. If the Services make a finding of unforeseen circumstances, during the period necessary to determine the nature and location of additional or modified mitigation, Permittee will avoid contributing to appreciably reducing the likelihood of the survival and recovery of the affected species.

5.0 INCORPORATION OF HCP

The HCP and each of its provisions are intended to be, and by this reference are, incorporated herein. In the event of any direct contradiction between the terms of this agreement and the HCP, the terms of this agreement will control. In all other cases, the terms of this agreement and the terms of the HCP will be interpreted to be supplementary to each other.

6.0 TERM

6.1 Initial Term. This agreement and the HCP will become effective on the date that the Services issue the permit. This agreement, the HCP, and the permit will remain in effect for a period of 50 years from issuance of the original permit, except as provided below.

6.2 Permit suspension or revocation. The Services may suspend or revoke the permit for cause in accordance with the laws and regulations in force at the time of such suspension or revocation. (See 5 U.S.C. § 558; 50 C.F.R. §§ 13.27 - 13.29, 222.27; 15 C.F.R. Part 904.) Such suspension or revocation may apply to the entire permit, or only to specified covered species, covered lands, or covered activities. In the event of suspension or revocation, Permittee's obligations under this agreement and the HCP will continue until the Services determine that all take of covered species that occurred under the permit has been fully mitigated in accordance with the HCP.

6.3 Relinquishment of the permit.

6.3.1 Generally. Permittee may relinquish the permit in accordance with the regulations of the Services in force on the date of such relinquishment. (These regulations are currently codified at 50 C.F.R. §§ 13.26, 220.31.) Notwithstanding relinquishment of the permit, Permittee will be required to provide post-relinquishment mitigation for any take of covered species that the Services determine will not have been fully mitigated under the HCP by the time of relinquishment. Permittee's obligations under the HCP and this agreement will continue until the Services notify Permittee that no post-relinquishment mitigation is required, or that all post-relinquishment mitigation required by the Services is completed. Unless the parties agree otherwise, the Services may not require more mitigation than would have been provided if Permittee had carried out the full term of the HCP.

6.3.2 Procedure for relinquishment. If Permittee elects to relinquish the permit before expiration of the full term of the HCP, Permittee will provide notice to the Services at least 120 days prior to the planned relinquishment. Such notice will include a status report detailing the nature and amount of take of all covered species, the mitigation provided for those species prior to relinquishment, and the status of Permittee's compliance with all other terms of the HCP. Within 120 days after receiving a notice and status report meeting the requirements of this paragraph, the Services will give notice to Permittee stating whether any post-relinquishment mitigation is required and, if so, the amount and terms of such mitigation, and the basis for the Services' conclusions. If the Services determine that no post-relinquishment mitigation is required, all obligations assumed by the parties under this agreement will terminate upon the Services' issuance of such notice. If Permittee disagrees with the Services' determination, the parties may choose to use the dispute resolution procedures described in Section 13 of this agreement. Permittee will continue to carry out its obligations under the HCP until any such dispute is resolved. If the parties are unable to agree, the Services will have the final authority to determine whether Permittee is required to provide post-relinquishment mitigation.

6.4 Treatment of unlisted species. For purposes of paragraph 6.2 and 6.3, unlisted covered species will be treated as though they were listed species in determining the amount of take and the mitigation required.

6.5 Extension of the permit. Upon agreement of the parties and compliance with all applicable laws, the permit may be extended beyond its initial term under regulations of the Services in force on the date of such extension. If Permittee desires to extend the permit, it will so notify the Services at least 180 days before the then-current term is scheduled to expire. Extension of the permit constitutes extension of the HCP and this agreement for the same amount of time, subject to any modifications that the Services may require at the time of extension.

7.0 FUNDING

Permittee warrants that it has, or shall obtain and shall expend such funds as may be necessary to fulfill its obligations under the HCP. Permittee will promptly notify the Services of any material change in Permittee's financial ability to fulfill its obligations. In addition to providing any such notice, Permittee will provide the Services with a copy of its annual budget for implementation of the HCP each year of the permit, or with such other reasonably available financial information that the parties agree will provide adequate evidence of Permittee's ability to fulfill its obligations.

8.0 MONITORING AND REPORTING

8.1 Planned periodic reports. As described in Chapter 5 of the HCP, Permittee will submit periodic reports describing its activities and results of the monitoring program provided for in the HCP.

8.2 Other reports. Permittee will provide, within 30 days of being requested by the Services, any additional information in its possession or control related to implementation of the HCP that is requested by the Services for the purpose of assessing whether the terms and conditions of the permit and the HCP, including the HCP's adaptive management plan, are being fully implemented.

8.3 Certification of reports. All reports will include the following certification from a responsible company official who supervised or directed preparation of the report:

> I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.

8.4 Monitoring by Services. The Services may conduct inspections and monitoring in connection with the permit in accordance with their regulations. (See 50 C.F.R. §§ 13.47, 220.47.)

9.0 CHANGED CIRCUMSTANCES

9.1 Permittee-initiated response to changed circumstances. Permittee will give notice to the Services within seven days after learning that any of the changed circumstances listed in Section 2.1.2.3 of the HCP has occurred. As soon as practicable thereafter, but no later than 30 days after learning of the changed circumstances, Permittee will modify its activities in the manner described in Section 2.1.2.3 of the HCP, to the extent necessary to mitigate the effects of the changed circumstances on covered species, and will report to the Services on its actions. Permittee will make such modifications without awaiting notice from the Services.

9.2 Service-initiated response to changed circumstances. If the Services determine that changed circumstances have occurred and that Permittee has not responded in accordance with Section 2.1.2.3 of the HCP, the Services will so notify Permittee and will direct Permittee to make the required changes. Within 30 days after receiving such notice, Permittee will make the required changes and report to the Services on its actions. Such changes are provided for in the HCP, and hence do not constitute unforeseen circumstances or require amendment of the permit or HCP.

9.3 Listing of species that are not covered species. In the event that a non-covered species that may be affected by covered activities becomes listed under the ESA, the Services will work with Permittee to identify measures necessary to avoid take of, jeopardy to, or adverse modification of the critical habitat of, the species as a result of covered activities. Permittee will implement these measures until the permit is amended to include such species, or until the

Services notify Permittee that such measures are no longer needed to avoid jeopardy to, take of, or adverse modification of the critical habitat of, the non-covered species.

10.0 ADAPTIVE MANAGEMENT

10.1 Permittee-initiated adaptive management. Permittee will implement the adaptive management provisions in Chapter 5 of the HCP, when changes in management practices are necessary to achieve the HCP's biological objectives, or to respond to monitoring results or new scientific information. Permittee will make such changes without awaiting notice from the Services, and will report to the Services on any actions taken pursuant to this section.

10.2 Service-initiated adaptive management. If the Services determine that one or more of the adaptive management provisions in the HCP have been triggered and that Permittee has not changed its management practices in accordance with Chapter 5 of the HCP, the Services will so notify Permittee and will direct Permittee to make the required changes. Within 30 days after receiving such notice, Permittee will make the required changes and report to the Services on its actions. Such changes are provided for in the HCP, and hence do not constitute unforeseen circumstances or require amendment of the permit or HCP, except as provided in this section.

10.3 Reductions in mitigation. Permittee will not implement adaptive management changes that may result in less mitigation than provided for covered species under the original terms of the HCP, unless the Services first provide written approval. Permittee may propose any such adaptive management changes by notice to the Services, specifying the adaptive management modifications proposed, the basis for them, including supporting data, and the anticipated effects on covered species, and other environmental impacts. Within 120 days of receiving such a notice, the Services will either approve the proposed adaptive management changes, approve them as modified by the Services, or notify Permittee that the proposed changes constitute permit amendments that must be reviewed under Section 12.2 of this agreement.

10.4 No increase in take. This section does not authorize any modifications that would result in an increase in the amount and nature of take, or increase the impacts of take, of covered species beyond that analyzed under the original HCP and any amendments thereto. Any such modification must be reviewed as a permit amendment under Section 12.2 of this agreement.

11.0 LAND TRANSACTIONS

11.1 Acquisition of land by Permittee. Nothing in this agreement, the HCP, or the permit limits Permittee's right to acquire additional lands. Any lands that may be acquired will not be covered by the permit except upon amendment of the permit as provided in section 12.2 of this agreement.

11.2 Disposal of land by Permittee. Permittee's transfer of ownership or control of covered land will require prior approval by the Services and an amendment of the permit in accordance with section 12.2 of this agreement, except that transfers of covered lands may be processed as minor modifications in accordance with section 12.1 of this agreement if:

(a) The land will be transferred to an agency of the federal government and, prior to transfer, the Services have determined that transfer will not compromise the effectiveness of the HCP based on adequate commitments by that agency regarding management of such land;

(b) The land will be transferred to a non-federal entity that has entered into an agreement acceptable to the Services (e.g., an easement held by the state fish and wildlife agency with the Services as third-party beneficiaries) to ensure that the lands will be managed in such a manner and for such duration so as not to compromise the effectiveness of the HCP; or

(c) The Services determine that the amount of land to be transferred will not have a material impact on the ability of the Permittee to comply with the requirements of the HCP and the terms and conditions of the Permit.

12.0 MODIFICATIONS AND AMENDMENTS

12.1 Minor modifications.

(a) Any party may propose minor modifications to the HCP or this agreement by providing notice to all other parties. Such notice shall include a statement of the reason for the proposed modification and an analysis of its environmental effects, including its effects on operations under the HCP and on covered species. The parties will use best efforts to respond to proposed modifications within 60 days of receipt of such notice. Proposed modifications will become effective upon all other parties' written approval. If, for any reason, a receiving party objects to a proposed modification, it must be processed as an amendment of the permit in accordance with subsection 12.2 of this section. The Services will not propose or approve minor modifications to the HCP or this agreement if the Services determine that such modifications would result in operations under the HCP that are significantly different from those analyzed in connection with the original HCP, adverse effects on the environment that are new or significantly different from those analyzed in connection with the original HCP, or additional take not analyzed in connection with the original HCP.

(b) Minor modifications to the HCP and IA processed pursuant to this subsection may include but are not limited to the following:

(1) corrections of typographic, grammatical, and similar editing errors that do not change the intended meaning;

(2) correction of any maps or exhibits to correct errors in mapping or to reflect previously approved changes in the permit or HCP;

(3) minor changes to survey, monitoring or reporting protocols; and

(4) Other types of modifications that are minor in relation to the HCP, that the Services have analyzed and agreed to.

(c) Any other modifications to the HCP or IA will be processed as amendments of the permit in accordance with subsection 12.2 of this section.

12.2 Amendment of the Permit. The permit may be amended in accordance with all applicable legal requirements, including but not limited to the ESA, the National Environmental Policy Act, and the Services' permit regulations. The party proposing the amendment shall provide a statement of the reasons for the amendment and an analysis of its environmental effects, including its effects on operations under the HCP and on covered species.

13.0 REMEDIES, ENFORCEMENT, AND DISPUTE RESOLUTION

13.1 In general. Except as set forth below, each party shall have all remedies otherwise available to enforce the terms of this agreement, the permit, and the HCP.

13.2 No monetary damages. No party shall be liable in damages to any other party or other person for any breach of this agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this agreement or any other cause of action arising from this agreement.

13.3 Injunctive and temporary relief. The parties acknowledge that the covered species are unique and that their loss as species would result in irreparable damage to the environment, and that therefore injunctive and temporary relief may be appropriate to ensure compliance with the terms of this agreement.

13.4 Enforcement authority of the United States. Nothing contained in this agreement is intended to limit the authority of the United States government to seek civil or criminal penalties or otherwise fulfill its enforcement responsibilities under the ESA or other applicable law.

13.5 Dispute resolution. The parties recognize that disputes concerning implementation of, compliance with, or termination of this agreement, the HCP, and the permit may arise from time to time. The parties agree to work together in good faith to resolve such disputes, using the informal dispute resolution procedures set forth in this section, or such other procedures upon which the parties may later agree. However, if at any time any party determines

that circumstances so warrant, it may seek any available remedy without waiting to complete informal dispute resolution.

13.5.1 Informal dispute resolution process. Unless the parties agree upon another dispute resolution process, or unless an aggrieved party has initiated administrative proceedings or suit in federal court as provided in this section, the parties may use the following process to attempt to resolve disputes:

(a) The aggrieved party will notify the other parties of the provision that may have been violated, the basis for contending that a violation has occurred, and the remedies it proposes to correct the alleged violation.

(b) The party alleged to be in violation will have 30 days, or such other time as may be agreed, to respond. During this time it may seek clarification of the information provided in the initial notice. The aggrieved party will use its best efforts to provide any information then available to it that may be responsive to such inquiries.

(c) Within 30 days after such response was provided or was due, representatives of the parties having authority to resolve the dispute will meet and negotiate in good faith toward a solution satisfactory to all parties, or will establish a specific process and timetable to seek such a solution.

(d) If any issues cannot be resolved through such negotiations, the parties will consider non-binding mediation and other alternative dispute resolution processes and, if a dispute resolution process is agreed upon, will make good faith efforts to resolve all remaining issues through that process.

14.0 MISCELLANEOUS PROVISIONS

14.1 No partnership. Neither this agreement nor the HCP shall make or be deemed to make any party to this agreement the agent for or the partner of any other party.

14.2 Notices. Any notice permitted or required by this agreement shall be in writing, delivered personally to the persons listed below, or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows, or at such other address as any party may from time to time specify to the other parties in writing. Notices may be delivered by facsimile or other electronic means, provided that they are also delivered personally or by certified mail. Notices shall be transmitted so that they are received within the specified deadlines.

Assistant Regional Director
United States Fish and Wildlife Service

911 N.E. 11th Ave.
Portland, Oregon 97232-4181
Telephone: 503-231-6159
Telefax: 503-231-2019

Regional Administrator
National Marine Fisheries Service
7600 Sand Point Way N.E.
Seattle, Washington 98115-0070
Telephone: 206-526-6150
Telefax: 206-526-6426

Public Works Director
City of Kent
400 West Gowe Street
Kent, WA 98032
Telephone: 253-856-5500
Telefax: 253-856-6500

14.3 Entire agreement. This agreement, together with the HCP and the permit, constitutes the entire agreement among the parties. It supersedes any and all other agreements, either oral or in writing, among the parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each party acknowledges that no representation, inducement, promise or agreement, oral or otherwise, has been made by any other party or anyone acting on behalf of any other party that is not embodied herein.

14.4 Elected officials not to benefit. No member of or delegate to Congress shall be entitled to any share or part of this agreement, or to any benefit that may arise from it.

14.5 Availability of funds. Implementation of this agreement and the HCP by the Services is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this agreement will be construed by the parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The parties acknowledge that the Services will not be required under this agreement to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

14.6 Duplicate originals. This agreement may be executed in any number of duplicate originals. A complete original of this agreement shall be maintained in the official records of each of the parties hereto.

14.7 No third-party beneficiaries. Without limiting the applicability of rights granted to the public pursuant to the ESA or other federal law, this agreement shall not create any right or interest in the public, or any member thereof, as a third-party beneficiary hereof, nor shall it authorize anyone not a party to this agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this agreement. The duties, obligations, and responsibilities of the parties to this agreement with respect to third parties shall remain as imposed under existing law.

14.8 Relationship to the ESA and other authorities. The terms of this agreement shall be governed by and construed in accordance with the ESA and applicable federal law. In particular, nothing in this agreement is intended to limit the authority of the Services to seek penalties or otherwise fulfill their responsibilities under the ESA. Moreover, nothing in this agreement is intended to limit or diminish the legal obligations and responsibilities of the Services as agencies of the federal government. Nothing in this agreement will limit the right or obligation of any federal agency to engage in consultation required under Section 7 of the ESA or other federal law; however, it is intended that the rights and obligations of Permittee under the HCP and this agreement will be considered in any consultation affecting Permittee's use of the covered lands.

14.9 References to regulations. Any reference in this agreement, the HCP, or the permit to any regulation or rule of the Services shall be deemed to be a reference to such regulation or rule in existence at the time an action is taken.

14.10 Applicable laws. All activities undertaken pursuant to this agreement, the HCP, or the permit must be in compliance with all applicable state and federal laws and regulations.

14.11 Successors and assigns. This agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Assignment or other transfer of the permit shall be governed by the Services' regulations.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Implementing Agreement to be in effect as of the date that the Services issue the permit.

BY _____ Date _____

Regional Director
United States Fish and Wildlife Service
Portland, Oregon

BY _____ Date _____

Regional Administrator
National Marine Fisheries Service
Seattle, Washington

BY _____ Date _____

Mayor
City of Kent, Washington