IMPLEMENTING AGREEMENT

for the

STATE OF WASHINGTON

FOREST PRACTICES HABITAT CONSERVATION PLAN

1.0 PARTIES

The parties to this Implementing Agreement (IA) are the United States Fish and Wildlife Service (FWS), and the National Oceanic and Atmospheric Administration Fisheries Service (NOAA Fisheries), and the State of Washington, acting through its Commissioner of Public Lands as designee of the Governor under RCW 77.85.190 ("the State"). In this IA, FWS and NOAA Fisheries are collectively referred to as the "Services." The State and the Services are collectively referred to as "the Parties."

2.0 PURPOSES

The purposes of this IA are to:

2.1 Clarify the procedures for implementation of the Habitat Conservation Plan ("HCP") submitted by the State and approved by the Services as the basis for Incidental Take Permits ("Permits") being issued by the Services. The Permits authorize any incidental take of Covered Species to the extent such take might occur in connection with covered forest practices activities on forestlands that are subject to the State's Forest Practices Act.

2.2 Describe remedies and recourse available to the Parties; and

2.3 Provide assurances to the State that as long as the terms of the HCP, the Permits, and this IA are performed, no additional mitigation will be required of the State, with respect to Covered Species, except as provided for in this IA or required by law.

3.0 DEFINITIONS

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

3.1 Terms Defined in Endangered Species Act or Regulations. Terms used in this IA that are 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.

3.2 Terms Defined in the HCP. Terms defined in the HCP have the same meaning in this IA as in the HCP. For convenience the table below sets out key terms with reference to the HCP sections in which their definitions are contained.

Defined Term	HCP Section	Definition per HCP
"Covered Activities"	1-4	Forest practices activities as described in HCP Chapter 1.
"Covered Species"	1-6	See HCP Table 1.3.
"Department of Natural Resources" or DNR	4a-1.2	The Washington State Department of Natural Resources or any successor agency that may become responsible for enforcement of forest practices rules under the Forest Practices Act, RCW 76.09.
"Forest Practices Board" or the Board	4a-1.1	The Washington State Forest Practices Board as defined in RCW 76.09.
"Habitat Conservation Plan" or HCP	1-2.1	The habitat conservation plan prepared by the State's Department of Natural Resources and approved by the Services under ESA Section 10, 16 U.S.C. § 1539, in connection with the Services' issuance of Permits authorizing any incidental take of listed aquatic species that may occur in connection with covered activities, as it may be amended from time to time.
"Incidental Take Permits" or Permits	1-1	The Incidental Take Permits issued by the Services to the DNR pursuant to ESA Section 10 for any incidental take of covered species that may occur in connection with covered activities, as such Permits may be amended from time to time.
"Listed Species"	1-6	Species (including a subspecies, or a distinct population segment of a vertebrate species) that is listed as endangered or threatened under the ESA during times when the HCP, Permits and this IA are in effect. If additional covered species become listed under the ESA, they will be considered "Listed species" for the remainder of the term of the HCP, Permits and this IA. If previously listed species are delisted, they will no longer be considered "Listed species" under the HCP, Permits or this IA.
"Unlisted Species"	1-6	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 at the time in question.

3.3 Acronyms. Acronyms and terms with initial capital letters are defined the first time they are used in this IA and thereafter have the same meaning unless the context clearly requires.

4.0 OBLIGATIONS OF THE PARTIES

4.1 Obligations of the State. The State, acting through such agencies as may be delegated these responsibilities by the State's Legislature, Governor, or Commissioner of Public Lands, shall perform the following duties.

4.1.1 Fulfill all obligations undertaken by the State in the HCP, the Permits, and this IA.

4.1.2 Promptly notify the Services if, for any reason (including lack of sufficient appropriated funds or court decisions), the State has become or is likely to become unable to fulfill any obligation undertaken by it in the HCP, the Permits, or this IA.

4.1.3 Promptly respond to all notices and inquiries received from the Services under the HCP, the Permits, or this IA.

4.1.4 Use its best efforts to help resolve any disputes that may arise among the Services, any agency, local government entity, state or local officials, or private parties with respect to the application and interpretation of the HCP, the Permits, or this IA using the dispute resolution processes specified in this IA or other dispute resolution processes that may be agreed to with respect to a particular dispute.

4.1.5 Promptly notify the Services of any lawsuits filed against the State, or any formal written notices of intent to file such suits, to challenge the validity of the Permits or any decisions made by the State in connection with the HCP, the Permits, or this IA.

4.2 Obligations of the Services. The Services shall perform the following duties to the extent permitted by the ESA and other applicable federal law.

4.2.1 Upon execution of this IA by all parties, and satisfaction of all other applicable legal requirements, the Services will approve the HCP and issue the State Permits under Section 10(a)(1)(B) of the ESA. The Permits will authorize incidental take of Covered Species that may occur in connection with Covered Activities during the times the HCP, the Permits, and this IA are in effect.

4.2.2 Promptly notify the State whenever either Service proposes to list as threatened or endangered, change the listing status, or designate critical habitat for any Covered

Species that may be affected by Covered Activities, and again notify the State when any listing, change in listing status, or designation is made final.

4.2.3 Promptly notify the State if, for any reason (including lack of sufficient appropriated funds or court decisions), either or both Services has or is likely to become unable to fulfill any obligation undertaken in connection with the HCP, the Permits or this IA.

4.2.4 Promptly respond to all notices and inquiries received from the State under the HCP, the Permits, or this IA.

4.2.5 If requested by the State, the Services shall use their best efforts to help resolve any disputes that may arise among the Services, the State, any state or local agency or officials, or private parties with respect to the application and interpretation of the HCP, the Permits, or this IA using the processes specified in this IA or other processes that may be agreed to with respect to a particular dispute.

4.2.6 Promptly notify the State of any lawsuits filed against the Services, or any formal written notices either Service receives of intent to file such suits, to challenge the validity of the Permits or any decisions made by the Services in connection with the HCP, the Permits, or this IA.

4.2.7 Continue to make best efforts to coordinate with each other on all issues related to the HCP, the Permits, or this IA. Failure of the Services to coordinate with each other may result in the State initiating dispute resolution Section 12.3, and relinquishment under Section 6.3.

4.2.8 Provide "No Surprises" Assurances in accordance with Section 8.0 of this IA. The Services will notify the State if any changes in the ESA, regulations adopted by the Services implementing the ESA, other changes in federal law, or court decisions alter or eliminate the "No Surprises" Assurances provided in connection with the HCP, Permits, and this IA.

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 IA and the HCP, the terms of this IA will control. In all other cases, the terms of this IA and the terms of the HCP will be interpreted to be supplementary to each other.

6.0 TERM

6.1 Initial Term. This IA and the HCP will become effective on the date that the Services issue the Permits. This IA, the HCP, and the Permits will remain in effect for a period of

50 years from issuance of the original Permits, except as provided below.

6.2 Permit Suspension or Revocation by Services. The Services may suspend or revoke the Permits for cause in accordance with the laws and regulations in force at the time of this agreement. (See 5 U.S.C. § 558; 50 C.F.R. §§ 13.27 - 13.29, 222.306; 15 C.F.R. Part 904.) Such suspension or revocation may apply to the entire Permits, or only to specified Covered Species, Covered Lands, or Covered Activities. If applicable federal regulations are modified subsequent to the effective date of this agreement, those modifications will apply only to the extent required by subsequent enactment of Congress or court order, or upon agreement of all the Parties. Prior to suspending or terminating the Permit, the Services shall give notice to the State of any impending suspension or termination, and shall provide an opportunity for the State to cure any circumstance giving rise to the suspension or termination. The Services will use the appropriate dispute resolution as provided in Section 12.3.

6.3 Relinquishment by the State.

6.3.1 Generally. The State may relinquish the HCP, the Permits, and this IA for any reason.

6.3.2 Procedure. If the State elects to relinquish the HCP, the Permits, and this IA before expiration of the full term, the State will provide notice to the Services at least 120 days prior to the planned relinquishment. Such notice will include the reason for action. All obligations assumed by the Parties under the HCP, the Permits, and this IA will terminate as of the date specified in such notice unless the Services take steps to cure the concerns specified in such notice and, in response to those steps, the State either withdraws its notice of intent to relinquish or extends the proposed relinquishment date. If the Parties disagree as to whether such cures have occurred or sufficiently addressed the concerns in such notice, either the State or the Services may choose to use the Dispute Resolution Process described in Section 12.3. The State will continue to carry out its obligations under the HCP, the Permits, and this IA until any such dispute is resolved, provided that such actions must be consistent with the State's authority under state law.

6.4 Effect of Suspension, Termination, or Relinquishment.

6.4.1 Generally. It is intended that the HCP, Permits and this IA shall terminate concurrently. Therefore, this IA will terminate as of effective date of any termination of the HCP or Permits, including any voluntary relinquishment of the Permits by the State. However, if the HCP and Permits are suspended, this IA will remain in effect to the extent it remains relevant during such suspension and will become fully effective again as of the time the HCP and Permits come back into effect.

6.4.2 Relationship of Documents. Any suspension of either of the Permits, in whole or in part, automatically suspends the relevant commitments of the HCP and this IA. Further, if either of the Permits is suspended in part, the State may suspend the HCP and both Permits in full

because the two Permits are intended to function as an integrated whole and it may be unreasonable for the State to continue accepting the burdens of the HCP without obtaining the full benefits of both Permits.

6.4.3 No Retroactive Liability. Any suspension, termination, or relinquishment of HCP, the Permits, or this IA will subject Covered Activities to all applicable ESA take prohibitions. However, the Parties do not intend that any retroactive liability will be imposed for actions taken in a good faith belief that the HCP and Permits were in effect at the time such actions were taken. The Services are expected to exercise prosecutorial discretion as necessary to avoid imposing retroactive liability for such actions. If citizen suits are brought with respect to alleged take attributable in whole or in part to actions taken at a time when the HCP and Permits had not been suspended or terminated by notices published in the Federal and State registers or by a court order, the Services will provide such factual documents as may be reasonably requested by the defendants to establish that the HCP and Permits appeared by their terms to be in effect and had not been suspended or terminated as of specified dates.

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

7.0 FUNDING

7.1 State Funding. The State will use its best efforts to obtain such funds as may be needed for the State to fully implement the HCP. The appropriations of State funding shall be within the sole discretion of the State Legislature. The State will promptly notify the Services of any appreciable reduction in available funding below the amount expended in the 2003-05 Biennium for administration of the Department of Natural Resources' forest practices regulatory program, measured in 2005 dollars, or any material change in its financial ability to fulfill its obligations under the HCP. The State will cooperate with the Services to the extent possible in order to minimize any adverse effects of such changes on achievement of the conservation goals of the HCP

7.2 Federal Funding. The Services shall include in their annual budget requests sufficient funds to fulfill their respective obligations under the HCP, the Permits, and this IA.

7.3 Cooperation. All Parties at all times will support efficient and effective use of available funds to accomplish the purposes of the HCP, the Permits, and this IA. If requested by any Party, all Parties will meet and confer regarding ways to most effectively use the funds available to accomplish the purposes of the HCP, the Permits, and this IA to the maximum extent practicable.

7.4 **Limitations**. Implementation of the HCP, Permits, and this IA by the Services is subject to requirements of the federal Anti-Deficiency Act, and implementation by the State is subject to analogous provisions of the state constitution, state laws, and the availability of appropriated state and federal funds. Nothing in this agreement will be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury or any State funds; however, a failure to appropriate funds sufficient to carry out the requirements of the HCP may be cause for suspension or revocation of the Permits as specified in Section 6.2. Those requirements include implementation of the adaptive management program and fulfillment of other responsibilities in a manner that provides for the participation of Tribal governments as envisioned in Appendix M.4(d) of the Forests and Fish Report. That participation is important because of the potential effects of implementation on treaty-protected resources. The Parties acknowledge that they will not be required under this agreement to expend any federal or state agency's appropriated funds unless and until an authorized official of such agency affirmatively acts to commit to such expenditures as evidenced in writing.

8.0 NO SURPRISES ASSURANCES

8.1 Provided that the State has complied with its obligations under the HCP, this agreement, and the permits, the Services may require the State to provide mitigation beyond that provided for in the HCP only in accordance with the "no surprises" regulations at 50 C.F.R. §§ 17.22(b)(5), 17.32(b)(5), 222.307(g)

8.2 The Parties recognize that the HCP relies on the State's Forest Practices program as the primary measures to minimize and mitigate any take being authorized, and that such state programs are authorized by state law and subject to change only in the manner provided by the State's constitution and other applicable state law. Therefore, the State's officials cannot commit through the HCP, the Permits, this IA or otherwise to alter such state programs in any manner not authorized by the State's constitution and applicable state law. If the Services determine that current or future federal "No Surprises" provisions would require suspension or termination of the HCP and Permits unless changes are made in State laws, rules, or administrative policies, the Services will so notify the State and allow a reasonable time for the State to consider making such changes. If the State determines not to make changes that the Services consider necessary for the HCP and Permits to remain in effect, the State shall so notify the Services.

9.0 MONITORING AND REPORTING

9.1 **Planned Periodic Reports.** As described in the HCP, the State will submit periodic reports to the Services describing actions taken by the State to implement the HCP, including results of the monitoring program provided for in the HCP.

9.2 **Additional Information.** The State will provide any additional information in its possession or control related to implementation of the HCP that is reasonably requested by the Services for the purpose of assessing whether the terms and conditions of the HCP and Permits, including the adaptive management program, are being fully implemented. If the State determines that collection, copying and delivery of such information would require significant amounts of

overtime costs or otherwise divert significant resources from other HCP compliance duties, it may inform the Services of that problem and request the Services to: (1) reduce the scope of their requests to avoid imposing such burdens, (2) provide funds for the State to retain temporary staffing to meet the Services' requests, (3) send people to gather, copy and deliver the requested information under the State's direction. The Parties then will meet and confer to agree on reasonable, prudent and practicable ways to gather sufficient information for the Services to perform their ESA duties without imposing unreasonable burdens on the State.

9.3 Certification of Reports. All reports required under Section 9.1 will include the following certification from a responsible State official who supervised or directed preparation of the report:

> I certify that, to the best of my knowledge, after appropriate inquiries, the information submitted is true, accurate, and complete.

9.4 Inspection and Monitoring. The Services may request that the State arrange for inspections and monitoring of Covered Lands on which Covered Activities have occurred or are expected to occur, and allow to the extent authorized by law representatives of the Services to accompany the State representatives on such inspections. The State will use its best efforts to schedule such inspections at times when appropriate officials of the requesting Service are available. The Services also may conduct inspections and monitoring in connection with the Permits in accordance with their regulations. (See 50 C.F.R. § 13.47, § 220.47.) However, the State will have no liability, and the Services will hold the State harmless from any claims and costs that may arise in connection with inspections and monitoring done by the Services that are not arranged through the State.

10.0 ADAPTIVE MANAGEMENT AND CHANGED CIRCUMSTANCES

10.1 Adaptive Management Program. The Parties agree to use the Adaptive Management program described in Section 4a-4 of the HCP to assist in determining if and when it is necessary or advisable to adjust the forest practices rules and guidance to achieve the HCP's resource objectives or to respond to monitoring results, evaluation, or research. The Adaptive Management program will also be used to respond to changed circumstances as identified in the HCP Section 1-2.5. Changes that result from the Adaptive Management program are provided for in the HCP, and do not constitute unforeseen circumstances or require amendments of the HCP or the Permits except as provided in this section.

10.2 Service Initiation of Adaptive Management. The Services may initiate adaptive management proposals as provided in the Adaptive Management program and may initiate the Adaptive Management program dispute resolution process. If the Services determine that the State has not conducted such adaptive management monitoring, evaluation, and research as the Services determine is necessary, within a timeframe that the Services determine is reasonable, or has not

modified forest management rules in a manner that the Services determine is appropriate in response to new information or changed circumstances, the Services will notify the State of the actions that are necessary to avoid suspension or revocation of the permit. Within 90 days after receiving such notice, the State will report to the Services on its actions or initiate dispute resolution under Section 12.3 of this agreement

10.3 Notifications of Adaptive Management Changes. The State will notify the Services of all changes in the State's forest practices rules adopted by the Forest Practices Board through the Adaptive Management program. If the Services determine that such changes were not adopted in a way consistent with the HCP or, if allowed to remain in effect, would require termination of the HCP, the Permits, and this IA, the Services shall so notify the State and propose a reasonable course of action. The Services recognize that the State must administer state laws as adopted by the legislature and the state forest practice rules as adopted by the Forest Practices Board. The State recognizes that the Services must exercise their duties under the ESA, and in certain cases that could require the Services to suspend the HCP, Permits and other provisions of this IA while disputes arising from changes in State laws or rules are being resolved.

10.4 Listing of Species That Are Covered Species. In the event that a Covered Species becomes listed under the ESA, the Permits will automatically update upon the effective date of the listing to include such species. Thereafter, the Parties will replace the schedule of permitted species to reflect such new listings.

11.0 MODIFICATIONS AND AMENDMENTS

11.1 Minor Modifications. Any Party may propose minor modifications to the HCP or this IA by providing notice to all other Parties. Such notice shall include a statement of the reason for the proposed modification. The Parties will use best efforts to respond to proposed modifications within 60 days of receipt of such notice. Unless one or more receiving Parties objects or the proposal is withdrawn, minor modifications will take effect 60 days from the date such notice was delivered, or earlier if all Parties so agree. Minor modifications include, but are not limited to, corrections of typographic, grammatical, and similar editing errors that do not change the intended meaning; and corrections or updates to any maps or HCP exhibits to correct errors or reflect previously approved changes in the Permits or HCP. If for any reason a receiving Party objects to a proposed minor modification and those objections are not resolved to its satisfaction, the proposed modification must be processed as a material amendment in accordance with Section 11.2.

11.2 Material Amendments. Any Party may propose material amendments to the HCP or this IA by notice to the other Parties. As soon as practicable after such notice, the Parties will meet and confer to agree on a reasonable plan and time schedule for the Services and the State to complete the processes necessary for each Party to consider and act on the proposed amendments. To the extent allowed by applicable federal and state law, the Parties will jointly solicit public comments, conduct any public hearings, prepare any environmental and other analyses, and comply

with other procedures required for them to act on the proposed amendments. However, each Party reserves the right to make its own decisions with respect to proposed amendments, in accordance with its own governing laws, rules and policies, and each Party recognizes that none of the other Parties can commit to accept any proposed amendments without first completing all required procedures and making its own determinations with respect to whether it can and should approve the proposed amendments.

11.3 Amendment of the Permits. Any Party may propose changes in the Permits. If the State does not propose or consent to changes in the Permits, the authority of the Services with respect to proposed changes will be subject to the "No Surprises" Assurances of this IA. Any changes in the Permits must be adopted through the procedures specified in the ESA, other applicable federal laws, and applicable regulations.

11.4 Changes to State Laws or Forest Practice Rules. Changes in State laws or forest practice rules will not be considered changes in the HCP, the Permits, or this IA. However, if the Services determine that such changes materially impair the conservation plan contained in the HCP, they will so notify the State and, if the matter is not otherwise resolved, may suspend or terminate the HCP, Permits and this IA under Section 6.2.

12.0 REMEDIES, ENFORCEMENT AND DISPUTE RESOLUTION

12.1 In General. Except as set forth below, each Party shall have all remedies otherwise available to enforce the terms of the HCP, the Permits, and this IA.

12.2 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.

12.3 Dispute Resolution. The Parties recognize that disputes concerning implementation of, compliance with, or relinquishment or termination of this the HCP, the Permits, or this IA 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.

12.3.1 Adaptive Management Program Dispute Resolution Process. The Parties agree to use the Adaptive Management program dispute resolution process described in Section 4a-4 of the HCP for disputes that relate to the Adaptive Management program.

12.3.2 Informal Dispute Resolution Process. If a Party believes that the Adaptive Management program dispute resolution process is not appropriate for resolution of a dispute, the following process may be used 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. The aggrieved Party will also indicate why the Adaptive Management program dispute resolution process is not appropriate.

(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 arbitration or 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.

12.4 Enforcement Authority of the United States. Nothing 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.

13.0 GENERAL PROVISIONS

13.1 Notices. Each Party shall designate a representative to whom notices shall be directed. The initial representatives are listed below. Any Party may change its representative by notice to the other Parties. Any notice permitted or required by this agreement shall be in writing, delivered personally to the designated representatives of the receiving Parties, or be deemed given five days after deposit in the United States mail, properly addressed, postage prepaid, registered with return receipt requested. Any Party may change the address for its representative at any time by notice to other Parties. Notices also may be delivered by facsimile or other electronic means, provided that copies also are delivered personally or by certified mail. Notices shall be transmitted so that they are received within the specified deadlines. The initial addresses for notices are:

Assistant Regional Director United States Fish and Wildlife Service 911 N.E. 11th Avenue Portland, OR 97232-4181 Telephone: 503-231-6159 Telefax: 503-231-2019	Regional Administrator NOAA Fisheries 7600 Sand Point Way NE Seattle, WA 98115-0070 Telephone: 206-526-6150 Telefax: 206-526-6426	State of Washington C/o Commissioner of Public Lands Washington State Department of Natural Resources PO Box 47001 Olympia, WA 98504-7001 Telephone: 360-902-1004 Telefax: 360-902-1775

13.2 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, except that to the extent such persons may have ownership interests in forestlands, timber, or entities conducting Covered Activities, he or she shall have the benefit of the HCP, Permits, and this IA to the same extent as any other person having a comparable ownership interest.

13.3 The terms of this IA shall be governed by and construed in accordance with the ESA and applicable federal and State laws. Nothing in this IA is intended to limit or diminish the legal obligations and responsibilities of the Services as agencies of the federal government or of any State agency. Nothing in this agreement will limit the right to 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 the State under the HCP, Permits and this IA will be considered in any consultation affecting the activities covered by the HCP, Permits and this IA. Each Party represents that, based on advice of its counsel, to the best of its knowledge its execution of this IA has been duly authorized and is consistent with the laws and regulations applicable to it. The Services anticipate that measures contained in the HCP, Permits, and IA, are sufficient to minimize and mitigate the effects of any take of forestry-related activities such that no new or additional Reasonable and Prudent Measures shall be required to mitigate the effect of forestry-related activities in consultations affecting activities covered by the HCP.

13.4 Nothing in the HCP, the Permits, or this IA is intended to change the terms of any other existing aquatic species HCP, Permit, or IA.

13.5 All references to federal or state laws or regulations in this IA shall be deemed references to such laws or regulations at the time an action is taken, except that the State may elect to rely on federal laws and regulations in effect at the time this IA was executed if necessary to protect its rights under the Sections of this IA dealing with "No Surprises" Assurances, Suspension/Termination, Relinquishment, and Term.

13.6 Entire Agreement. This agreement, together with the HCP and the Permits, 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.

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

BY Acting _____ Date 5-26-6
Deputy Regional Director
United States Fish and Wildlife Service
Portland, Oregon

BY _____ Date 6/5/06
Regional Administrator
National Oceanic and Atmospheric Administration
Fisheries Service
Seattle, Washington

BY _____ Date 5/15/6
Commissioner of Public Lands
State of Washington