



## GOODS AND SERVICES CONTRACT

**TITLE:** Quicksilver Air LLC-Aerial Capture Service

**WDFW NUMBER:** 24-24305

**CONTRACTOR:** Quicksilver Air LLC

**CONTRACT PERIOD:** 02/07/2024 to 03/04/2024

**TYPE:** Payable / Goods and Services / Goods and Services

**CONTRACT VALUE:** \$60,000.00

**A. PARTIES TO THIS CONTRACT**

This contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), PO Box 43135, Olympia, WA 98504-3135; and Quicksilver Air LLC (Contractor), 2721 Cormorant Street, Fairbanks, Alaska 99709; and shall be binding upon the agents and all persons acting by or through the parties.

**B. PURPOSE OF CONTRACT**

This contract sets out the terms and conditions by which the Contractor shall provide goods and/or services to WDFW.

**C. DESCRIPTION OF PROJECT**

The Contractor shall perform the project as described in Attachments, which are incorporated herein by this reference:

Attachment "A" General Terms and Conditions

Attachment "B" Contract/Project Summary

Attachment "C" Statement of Work

**D. PERIOD OF PERFORMANCE**

The performance period under this Contract shall commence on 02/07/2024 and terminate on 03/04/2024. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this Contract. The Contract may be terminated pursuant to terms set forth in Attachment "A." WDFW will not allow any extensions on this agreement.

**E. COMPENSATION / PAYMENT**

The total dollars provided by WDFW for this project shall not exceed \$60,000.00. The Contractor shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this Contract will be reimbursed. Any additional services provided by the Contractor must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Contractor not more often than monthly. The invoices shall describe and document to WDFW's satisfaction a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for the services rendered if the Contractor fails to satisfactorily comply with any term or conditions of this contract.

**F. RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties of this contract are subject to this contract, including the Attachments, which are incorporated herein by this reference. By signing this contract the Contractor acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this contract.

**G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES**

The Contractor shall comply with, all applicable state, federal, and local laws and regulations, including published WDFW policies, while performing under this contract

**H. ORDER OF PRECEDENCE**

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations.
- Special Terms and Conditions as contained in this Contract.
- Attachment "A" - General Terms and Conditions.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**I. CONTRACT REPRESENTATIVES**

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this contract. All written communications regarding this contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

**Contractor's Representative**

Sharon Swisher  
2721 Cormorant Street  
Fairbanks Alaska 99709  
(719) 684-4192  
sharonswisher1@yahoo.com

**WDFW's Representative**

Kyle Garrison  
(360) 902-8133  
Kyle.Garrison@dfw.wa.gov

**J. ENTIRE CONTRACT**

This Contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this contract shall exist or bind any of the parties.

**K. APPROVAL**

This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. This contract may be altered, amended, or waived only by a written amendment executed by both parties per Attachment "A".

IN WITNESS WHERE, WDFW and the Contractor have signed this contract.

**QUICKSILVER AIR LLC**

**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

## Attachment A -

### GENERAL TERMS AND CONDITIONS Services Contract

#### DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" or "WDFW" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CFR" shall mean the Code of Federal Regulations of the United States. All references in the contract to CFR titles or sections shall include any successor, amended or replacement regulation.
- D. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- E. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.
- F. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

#### ACCESS TO DATA

In compliance with RCW 39.26.180, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

#### ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

#### AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

#### ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

#### ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

## **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

## **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract. In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

## **COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business. The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the CONTRACTOR'S name, address, and contract number; and
  - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

## **DRUG-FREE WORKPLACE**

The CONTRACTOR shall comply with the Drug-Free Workplace Act of 1988, 41 USC 701-707, as amended. Compliance with the Drug-Free Workplace Act includes publishing a drug-free workplace statement and establishing a drug-free awareness program for CONTRACTOR employees; and taking actions concerning CONTRACTOR employees who are convicted of violating drug statutes in the workplace. The CONTRACTOR shall provide written notice of a conviction of a Contractor employee of a drug violation in the workplace to WDFW within seven (7) calendar days after the Contractor learns of the conviction.

## **DUPLICATE PAYMENT**

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

## **FILING REQUIREMENT**

The provisions of Chapter 39.26 RCW may require the AGENCY to file this contract as a sole source contract with the Department of Enterprise Services (DES) for approval. If so filed the effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later.

## **FINAL INVOICE**

The CONTRACTOR shall submit the final invoice not later than 60 calendar days from the end of the contract period.

## **GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by the CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees. The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. The CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

## **INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

## **INDUSTRIAL INSURANCE COVERAGE**

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

## **INSURANCE**

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
1. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

2. Marine Insurance. If the CONTRACTOR will be using a vessel or boat in the performance of this contract, the CONTRACTOR shall maintain a Commercial Marine Protection and Indemnity (P&I) Policy with P&I limit of not less than \$1,000,000 per occurrence and with a deductible not to exceed \$25,000 (to include diving operations if diving is a part of the contracted service for any liability which includes coverage for injury to the crew and passengers).
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

The CONTRACTOR shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in this section. The CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract; the failure of the AGENCY to enforce this term in no way reduces the CONTRACTOR's responsibilities under this section.

### **LICENSING, ACCREDITATION AND REGISTRATION**

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

### **LIMITATION OF AUTHORITY**

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

### **MINORITY, WOMEN AND VETERAN-OWNED BUSINESSES**

The AGENCY encourages participation by minority and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises (OMWBE); and veteran-owned businesses certified by the Department of Veteran's Affairs (DVA). If any part of this contract is subcontracted to an OMWBE or DVA-certified firm the CONTRACTOR shall submit a statement of participation indicating what OMWBE or DVA certified firm was used and the dollar amount of their subcontracts.

### **NONDISCRIMINATION**

1. Default. Notwithstanding any provision to the contrary, AGENCY may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until AGENCY receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), AGENCY may terminate this contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
2. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. AGENCY shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that

thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe AGENCY for default under this provision.

### **PREVAILING WAGE**

If work performed by CONTRACTOR employees is subject to Chapter 39.12 of the Revised Code of Washington, the CONTRACTOR shall pay the prevailing rate of wages to all CONTRACTOR workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations. The CONTRACTOR shall comply with the filing requirements required by this statute, including Statement of Intent to Pay Prevailing Wage, and Affidavit of Wages Paid.

### **PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

### **PROHIBITION ON LOBBYING**

The CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The CONTRACTOR and any subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded by the CONTRACTOR to WDFW.

### **PUBLICITY**

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

### **RECORDS MAINTENANCE**

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. The CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.



## **REGISTRATION WITH DEPARTMENT OF REVENUE**

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

## **RIGHT OF INSPECTION**

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

## **RIGHTS TO INVENTIONS**

If this contract meets the definition of "funding agreement" under 37 CFR § 401.2 (a) regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this contract, the CONTRACTOR must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any related implementing regulations issued by the Federal funding agency and WDFW.

## **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

## **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

## **SITE SECURITY**

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

## **STATEWIDE VENDOR PAYMENT REGISTRATION**

The CONTRACTOR is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Vendor Payment System; to obtain registration materials contact the Statewide Payee Desk at (360) 407-8180; or go to: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

## **SUBCONTRACTING**

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

## **TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

## **TERMINATION FOR CAUSE**

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

## **TERMINATION PROCEDURES**

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
5. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
6. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

#### **TRAFFICKING VICTIMS PROTECTION ACT**

The AGENCY may terminate this contract, without penalty, if the CONTRACTOR or any SUBCONTRACTOR is found to be in violation of the Trafficking Victims Protection Act of 2000.

#### **TREATMENT OF ASSETS**

1. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
2. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
3. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
4. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
5. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

#### **WAGE LAWS COMPLIANCE**

By signing this contract the CONTRACTOR warrants that the CONTRACTOR has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the start date of this contract. The CONTRACTOR further warrants that it will remain in compliance with these requirements during the performance period of this contract. The CONTRACTOR will immediately notify the AGENCY of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the performance period of this contract.

#### **WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any

waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

**WHISTLEBLOWER PROTECTION**

If this contract exceeds the federal simplified acquisition threshold of \$250,000 the contract and all employees working on the contract are subject to the whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013. If subject to this statute the CONTRACTOR shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712. This section is applicable to all subcontractors and subawardees related to this contract that exceed the federal simplified acquisition threshold of \$250,000, and the CONTRACTOR shall include this section in all such subcontracts and/or subawards.

**APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/22/2023**

**Attachment B -  
CONTRACT/PROJECT SUMMARY**

<b>TITLE:</b> Quicksilver Air LLC-Aerial Capture Service		<b>WDFW CONTRACT NUMBER:</b> 24-24305	
<b>PERIOD:</b> 02/07/2024 to 03/04/2024		<b>WDFW MANAGER:</b> Kyle Garrison (360) 902-8133	
<b>CONTRACTOR:</b> Quicksilver Air LLC			
<b>CONTRACTOR CONTACT:</b> sharon Swisher (719) 684-4192			
<b>CONTRACT TYPE:</b> Payable / Goods and Services / Goods and Services			
<b>SUMMARY CONTRACT DESCRIPTION:</b>			
<p>The Contractor will provide a trained and experienced pilot, flying an appropriate helicopter, a net-gunner, mucker processing team, to capture, sample (nasal swabbing, blood collection, ear swabbing, and GPS-collaring), and release bighorn sheep in Washington's Yakima Canyon and Cleman Mountains herds for an ongoing research collaboration with IDFG and ODFW to optimize test and remove management for herds infected with Mycoplasma ovipneumoniae. The dates of capture services will occur between February 7 – March 4, 2024.</p>			
<b>Master Index Number(s):</b> 43345			
<b>CFDA Number</b>	<b>Award Year</b>	<b>Award Number</b>	<b>Research &amp; Development?</b>

**Attachment C -  
STATEMENT OF WORK**

**1. Introduction**

The purpose of this contract is for Quicksilver Air LLC to conduct Aerial Capture Service for Bighorn Sheep in Yakima Canyon and Cleman Mountains herds for ongoing research.

**2. Description of all Project Requirements**

The Contractor will provide a trained and experienced pilot, flying an appropriate helicopter, a net-gunner, mucker processing team, to capture, sample (nasal swabbing, blood collection, ear swabbing, and GPS-collaring), and release bighorn sheep in Washington's Yakima Canyon and Cleman Mountains herds for an ongoing research collaboration with IDFG and ODFW to optimize test and remove management for herds infected with *Mycoplasma ovipneumoniae*.

The dates of capture services will occur between February 7 – March 4, 2024.

WDFW staff require a trained and experience pilot, flying an appropriate helicopter, a net-gunner, and mucker processing team, to capture, sample (nasal swabbing, blood collection, ear swabbing, and GPS-collaring) and safely release bighorn sheep in Washington's Yakima Canyon and Cleman Mountains herds. This work is being conducted for ongoing research collaboration with IDFG and ODFW to optimize test and remove management for herds infected with *Mycoplasma ovipneumoniae* (hereafter; *Movi*).

WDFW entered a collaborative research project with Idaho's Department of Fish and Game and Oregon's Department of Fish and Wildlife to evaluate and optimize test and remove management of bighorn sheep populations infected with *Movi* in Fall of 2022. To remain on project schedule WDFW needs to capture, collect biological samples, and collar between 60-80 bighorn sheep within a designated capture area identified by WDFW staff during the winter of 2024. This work will require the helicopter team (i.e., pilot, gunner, and muckers) to locate bighorn sheep groups, identify uncollared adult females and adult males, and juvenile bighorn sheep to be captured by net-gunning. Locating bighorn sheep groups will require the team to conduct systematic searches of appropriate habitat but will also be assisted by communication with a spotter plane and ground staff. Once located the team will determine if conditions are appropriate to attempt pursuit and capture of a given animal. If conditions are favorable, the helicopter tracks the target animals until they are within suitable terrain which allows for close pursuit, safe netting, and recovery of the individual. The helicopter will drop off muckers to secure, sample (i.e., *Movi* PCR nasal swab, blood collection for serology and mRNA analysis, ear mite swabbing), appropriately fit GPS collars, and release on-site each animal. The helicopter team will return sample materials and coordinate capture sequence with WDFW staff. Staging and refueling will occur at designated areas identified by WDFW staff and overnight helicopter storage will be secured at either Yakima or Ellensburg airfields.

### **3. Project schedule/deliverables for conduct of work**

These services will be provided by the Contractor from February 7, 2024, to March 4, 2024, in the Yakima Canyon and Cleman Mountains bighorn sheep herd home range. Landing zones (LZ) will be in multiple locations throughout these areas and will include Take 5 airport, WDFW owned access locations, privately owned lands where WDFW has secured access permission, and Washington State Department of Transportation owned facilities. The helicopter team will prioritize captures (as described in item 2. Description of all project requirement) in the Yakima Canyon herd until uncollared animals are exhausted. Determining when uncollared animals' options are exhausted will be discussed between WDFW staff and the Contractor. After Yakima Canyon herd captures are completed, the Contractor will conduct capture work in the Cleman Mountains herd.

### **4. Budget**

- a. Fee for Service - WDFW will reimburse the Contractor for services provided according to the rate/fee schedule below up to the maximum value of this contract:
- b. \$2,600 per hour for flight services
- c. \$165 per person for daily per diem rate for 4 crew, (pilot, net-gunner, muggers and service vehicle driver)
- d. \$ 150 per day for the service vehicle driver
- e. \$1.50 per mile for service vehicle mileage
- f. \$1,150 per hour for ferry flight services

### **5. Other Requirements**

The Contractor will meet the following requirements while providing services under this contract:

- a. Pilots - Pilots must meet all requirements of under 14 CFR part 91. A copy of the Pilot's Commercial Operators License will be available upon request of WDFW.
- b. Aircraft - All aircraft will be inspected a minimum of every 100 hours of flight and have a current annual inspection by approved Federal Aviation Administration (FAA) certified mechanics. These records should be readily available upon request of WDFW.
- c. When applicable, Contractor certifies to submit and receive approval for a Congested Area Plan (CAP) with the FAA.
- d. Flying Time - Pilots will have a minimum of 1,000 hours flight time and a minimum of 50 hours flight time on aircraft being used at the time they are flying WDFW Personnel. A copy of the Pilots Logbook will be available upon request of WDFW. WDFW reserves the right to verify "ramp checks" with FAA.

- e. Mountains - When flying over the Cascade and Olympic Mountain Ranges in Instrument Flight Rules (“IFR”) conditions, only twin-engine aircraft will be used.
- f. IFR Flights - Single engine aircraft will not be scheduled for IFR flights. However, they will contain necessary instruments and communication equipment to make a safe approach and landing if weather changes from Visual Flight Rules (“VFR”) to IFR conditions.
- g. Flight Plans - Flight plan will be filed with the FAA in accordance with FAR 91-83 on all flights under this contract.
- h. The Contractor may only propose aircraft operators and aircraft certificated under 14 CFR part 91. The Contractor certifies that any and all other applicable FAA/FAR licenses will be kept up to date during the life of the contract for each air charter service provided.
- i. Contractor certifies to follow any and all other applicable FAA/FAR regulations during the life of this contract for each air charter service provided.
- j. In addition to the insurance requirements contained in Exhibit A, the Contractor will maintain Aircraft Hull Liability Insurance that shall include physical damage, owners, operators, passengers, baggage, and cargo carried on the aircraft of \$1,000,000 per occurrence and medical coverage for passengers, pilots, and crew for \$1,000,000 per occurrence.
- k. The Contractor must comply with WDFW Procedure 2006, WDFW Aircraft Safety Procedure (Attachment D).



**Attachment D -**

**WDFW PROCEDURE 2006**

*See separate attachment.*

**Effective Date: 09/26/2018**

## **PROCEDURE 2006**

**Cancels:**

**See Also:** [POL-2006](#) – Aircraft Safety

**Approved by:** /S/ Joe Stohr

### **PRO 2006 - Aircraft Safety Procedure**

#### **1. PURPOSE:**

The purpose of this Aircraft Safety Procedure (ASP) is to provide information and guidance that will help ensure the safety of the Department of Fish and Wildlife's employees, authorized volunteers, and contract employees using aircraft to accomplish WDFW's objectives. Specifically, this ASP applies to WDFW's use of aircraft for anything other than point-to-point travel.

This ASP applies to aircraft vendor selection, flight documentation, preflight planning, safety equipment requirements, training, and operational safety protocols.

Flying in small aircraft carries inherent risk and WDFW staff should consider alternatives to flying when that possibility exists, including using contract services to conduct aerial operations without WDFW employees or authorized volunteers being aboard the aircraft.

Proposed exceptions to this ASP must be approved by the Director or Designee. Approved exceptions will be reported to the ASC.

The provisions of this ASP apply to WDFW employees and volunteers when participating in WDFW sponsored flights. When WDFW employees (or volunteers) are participating in non-WDFW sponsored flights (or jointly sponsored flights) the elements of WDFW ASP related to staff safety shall apply to WDFW staff. In addition, during such flights, all other relevant elements of the WDFW ASP shall be followed as appropriate and to the extent possible. (See Appendix A – Frequently Asked Questions for additional guidance).

Use of authorized volunteers in WDFW flight operations will comply with the provisions of WDFW's policy, [Utilizing Volunteers](#) (POL-4018), and authorized volunteers will be subject to the same requirements as WDFW staff under this ASP.

#### **2. DEFINITIONS:**

**Aircraft Safety Committee (ASC):** This committee coordinates aircraft safety operations within the WDFW. The members of this committee serve as a resource to WDFW staff for information regarding

aircraft operations. The committee consists of a representative of WDFW's Safety Office and representatives from each relevant program with relevant flight experience, appointed by the program Assistant Directors. The committee will also include a WDFW pilot.

The ASC is charged with the following activities, including making any necessary recommendations to the EMT:

- Developing, maintaining, and evaluating any changes or exceptions to the WDFW Aircraft Safety Procedures (ASP).
- Developing and maintaining necessary training standards and materials.
- Evaluating safety equipment needs, any additions or deletions of equipment required or recommended in this ASP, and changes in equipment specifications (*e.g.*, model types, manufacturers, and changes in technology).
- Internal review as needed of any flight mishaps, incidents, and accidents involving any WDFW flight activities, in collaboration with the WDFW Safety Office and other authorized entities as legally required.
- The ASC will meet at least annually and reconvene as needed. A chair will be elected by the committee.

**Authorized Volunteers:** A volunteer that has satisfied the requirements found within Sections 5, 9, and 14 of PRO-2006, and who has been approved for flight operations by the Program Assistant Director and Safety Office. Only authorized volunteers may participate in WDFW flight operations..

**Low-level operations:** All flights that utilize fundamental operational altitudes  $\leq 500$  ft AGL (above ground level), excepting takeoffs and landings.

**Mission Supervisor:** WDFW staff person with principal responsibility for a particular operation involving aircraft support. This person is essentially the on-site supervisor of any specific mission (see more on Mission Supervisor responsibilities in Section 4 below).

**Point-to-point travel:** Use of an aircraft to transport personnel from one point to another, where the purpose of the flight is transportation, not technical work requiring aircraft support (*e.g.*, capture, survey, reconnaissance). Such flights will operate above 500 ft AGL, excepting takeoff and landing.

**Special-use operations:** These may invoke requirements above and beyond those covered by CFR 14 Part 135 and Part 91 rules. Such special-uses may include:

- Flights requiring aircraft modifications such as the attachment of external antennae, skid-mounted net guns, cameras or other remote sensing devices
- Flights requiring low level operations

- High-altitude (>5,000 ft. density altitude) takeoffs and landings
- “Doors off” flights (*e.g.*, animal darting, net-gunning, aerial gunning, salmon redd surveys)
- Flights involving external loads (*i.e.*, load *slinging*)
- Flights that may require one-skid or “toe-in” landings
- Aerial net gunning, darting, or aerial gunning
- Overwater flights - Flights where the operational environment requires mostly flying over open water beyond power-off gliding distance from shore.
- Short Haul – Flights that transport WDFW Enforcement personnel suspended below a helicopter using externally attached hauling line(s) to insert and/or extract personnel in areas that are inaccessible to landings.

### **3. AIRCRAFT AND PILOT SELECTION CONSIDERATIONS**

All non-agency aircraft chartered by WDFW employees will be listed on an “*approved vendors*” list maintained by the Department of Enterprise Services (DES) under the State Master Contract for air charter services (accessible via the WDFW intranet site). Aircraft and pilots employed by WDFW for survey, capture, photography, telemetry, and similar uses shall meet all appropriate standards and certifications under **14 CFR Part 91**. Exceptions to **14 CFR 135 and 91** standards and certifications would only apply when government owned or leased aircraft are used by WDFW employees, authorized volunteers, or contract employees. All vendor pilots used in WDFW flight operations shall possess at least a Class 2 Medical Certificate from the Federal Aviation Administration.

WDFW flights are conducted under **14 CFR part 91**, General Operating and Flight Rules. 14 CFR 91.3 (a) states, “The pilot in command of an aircraft is directly responsible for, and is the final authority as to, the operation of that aircraft.”

Pilots will not exceed eight (8) hours of flight time per day. This time does include ferry time (*i.e.*, vendor base to operational area and/or return), but not on-ground time.

### **4. MISSION SUPERVISOR**

A Mission Supervisor is required during WDFW sponsored flights and serves as the on-site command entity for the duration of a specific operation. Mission Supervisors are formally designated by the appropriate unit manager and shall be the decision-making authority for all mission operations. The role and identity of the Mission Supervisor will be included in mission participant briefings.

#### **A. Qualifications:**

The Mission Supervisor during WDFW flight operations:

- Will be a WDFW employee; and
- Will be designated by the appropriate unit manager (i.e., Regional Program Manager, Division Manager, or Section Manager, or designee) responsible for initiating the specific operation; and
- Shall have experience in the type of aircraft operation they are supervising, and have actual flight experience in at least two (2) similar missions in the previous five (5) years.
  - An experience exemption may be authorized by the Program Assistant Director (*e.g.*, for new applications or other **compelling** reasons).
  - An appropriately experienced Mission Supervisor from another region or division may be designated if such expertise is not available locally for a given operation. Optimally, the designated Mission Supervisor would have both application experience and local familiarity with the operational area.

## **B. Responsibilities:**

The Mission Supervisor shall have authority to make decisions relating to a specific aircraft-supported mission and is responsible to perform the following or ensure that each item occurs:

- Document plans for anticipated flights via Appendix B –Flight Planning Form and receive approval from appropriate unit manager prior to flight.
- .
- Ensure that aircraft selected for specific tasks are appropriate for such tasks. The ASC can assist mission supervisors in selecting appropriate aircraft and pilots for specific tasks.
- Ensure that the mission aircraft are from the *Approved Vendors List* and mission pilots have appropriate skills and experience applicable to the specific tasks they are being asked to perform. Note: not all aircraft operators on the *Approved Vendors List* may be qualified for all types of aerial missions.
- Ensure the eligibility for flight duty, under WDFW training requirements, of all personnel participating in a flight operation.
- Ensure that all personnel participating in a flight operation comply with the provisions of the Aircraft Safety Procedure.
- Ensure that all flight personnel receive an appropriate pre-flight safety briefing (*see examples in Appendices C and D*) and that the pilot is briefed regarding known hazards to low-flying aircraft such as power lines, towers, bridges, etc.
- Ensure that the number of flight personnel is limited to the number required to safely and effectively complete the mission. All persons participating in flight operations shall have clearly defined roles and shall be thoroughly briefed by the mission supervisor regarding their responsibilities.
- Identify ground support entities and communicate to them (both in writing and verbally) the mission objectives (why), planned route (where), and timeline (when). The mission supervisor shall also provide ground support with a map clearly defining the flight operations area and shall ensure ground support has knowledge of, use of, and requirements of the flight-following procedures that will be used. In addition, ground support staff shall be briefed on expected timeframes for activating emergency response in the event of loss of contact with the aircraft.

- Develop an emergency response plan attached to the Flight Planning Form (Appendix B) for that operation that includes the following:
  - A list of emergency contact information for appropriate WDFW chain of command staff, and each crew member involved in the operation. The Mission Supervisor shall carry the above lists on their person and provide a copy to on-site ground support.
  - The primary and secondary radio channels and phone numbers to use for communication between aircraft, crew, and ground support personnel.
  - Location of, and contact information for, the appropriate emergency response entity.
  - List of any special supplies that should be added to the first aid and/or survival kits that may be warranted for that specific mission.
  - Shall, if necessary, report all irregular operations or incidents per Section 11.

## 5. SAFETY EQUIPMENT

All aircraft shall be equipped with the following standard minimum equipment and safety items:

- Emergency Locating Transmitter (ELT)
- First Aid Kit
- Fire Extinguisher
- Global Positioning System (GPS)

For specific mission types, refer to the equipment and training requirements shown in the following table:

<b>Flight Equipment and Training Requirements</b>				
<b>Aircraft Type</b>	<b>Type of Flight</b>	<b>Equipment In Aircraft</b>	<b>PPE</b>	<b>Training: <i>Required Every 3 Years</i></b>
Fixed Wing	Over land – more than 500’ AGL (above ground level)	Standard	Hearing protection	Basic flight
	Over water - more than 500’ AGL	Standard + survival kit, portable communications equipment, pyrotechnic signaling device, PLB.	Hearing protection. Manually inflatable PFD (must be worn at all times in single engine aircraft).	Basic flight, Water Ditching and Survival**
	Over land - less than 500’ AGL	Standard + survival kit, portable communications equipment.	Hearing protection, helmet*, fire resistant clothing	Basic flight
	Over water - less than 500’	Standard + survival kit, portable	Hearing protection, helmet*, fire resistant	Basic Flight, Water Ditching and

	AGL	communications equipment, portable VHF marine radio, pyrotechnic signaling device, PLB.	clothing, and Emergency Breathing System (EBS). Manually inflatable PFD (must be worn at all times in single engine a/c).	Survival**(w/under water egress with EBS)
Helicopter	Over land – more than 500’ AGL	Standard	Hearing protection, helmet*, fire resistant clothing.	Basic Flight, Basic Helicopter
	Over land - Under 500’ AGL	Standard + survival kit, portable communications equipment	Hearing protection helmet*, fire resistant clothing	Basic Flight, Basic Helicopter
	Over water	Standard + survival kit, portable comm. equipment, portable VHF marine radio, pyrotechnic signaling device, PLB	Hearing protection, helmet*, fire resistant clothing. Emergency Breathing System (EBS). Manually inflatable PFD (must be worn at all times).	Basic Flight, Basic Helicopter, Water Ditching and Survival(w/under water egress with EBS)
	Doors-Off (any altitude)	Standard + survival kit, portable communications equipment, PLB	Hearing protection, helmet*, fire resistant clothing.	Basic Flight, Basic Helicopter
	Capture	Standard + survival kit, portable communications equipment, PLB	Hearing protection, helmet*, fire resistant clothing.	Basic Flight, Basic Helicopter, Capture Crew Helicopter
	Gunner/Mugger	Standard + survival kit, portable communications equipment, PLB	Hearing protection, helmet*, fire resistant clothing, safety harness and tether for gunner.	Basic Flight, Basic Helicopter, Capture Crew Helicopter, Gunner/Mugger Helicopter
	Short-Haul (Enforcement Only)	Standard + as required by lead entity.	As required by lead entity.	As required by lead entity.
<p>*Helmets are not required on multi-engine aircraft</p> <p>**Water Ditching and Survival training is not required for twin-engine fixed wing aircraft</p>				

### Equipment Descriptions:

- **Emergency Breathing System (EBS):** Emergency device to assist a crewmember or passenger in making an emergency egress from a submerged aircraft. By extending the time that can be spent underwater, an EBS improves the chances of making a successful escape from a water ditching/capsize and reduces the risk of drowning.
- **Emergency Locator Transmitter (ELT):** Emergency transmitter (406 MHz) mounted to an aircraft designed to automatically send a distress signal from an aircraft in distress (on impact or manually triggered).
- **First Aid Kit:** A basic first aid kit with appropriate supplies.
- **Fire Resistant Clothing:** Protective clothing that burns slowly (or self-extinguishes after being exposed to flame) designed to reduce the risk of burn injury to the wearer in the case of a fire. Note: *Nomex III* is a synthetic, fire-resistant fabric routinely used in making fire resistant clothing
  - A complete set of fire resistant clothing would include:
  - *Nomex III* flight suit or firefighting uniform (REQUIRED). Sleeves shall reach the palm of the hand and the pant legs shall extend below the tops of the boots.
  - *Gloves* made of *Nomex III*, leather, or wool (REQUIRED). Shall extend above wrist and overlap with sleeves.
  - *Boots* made of leather and/or rubber (REQUIRED). Shall extend over ankles and overlap with pant legs. For over-water flights ensure that footwear is compatible with survival equipment in use (e.g., easy removal for donning survival suit).
  - Under garments: NOTE - Under garments and socks made of Nomex III, cotton, wool, and cotton-wool blends offer additional burn protection because synthetic materials can melt and cause serious burn injuries - even when worn under fire-resistant outerwear.
- **Full-body safety harness and tether:** An approved full-body safety harness and tether in addition to the standard aircraft seatbelt.
- **GPS:** Global Positioning System unit.
- **Helmet:** An appropriate helicopter safety helmet (e.g., the *Gentex SPH-4, SPH-5, HGU-84*, and *HGU-56*, or equivalent). Helmets need to connect to the appropriate jacks in the aircraft's intercom and must be worn with earplugs with NRR  $\geq 30$  protection, or be equipped with active noise reduction technology.
- **Personal Flotation Device (PFD):** A U.S. Coast Guard / FAA approved manually inflatable personal flotation device appropriate for potential water ditching (i.e., not an auto-inflatable vest)
- **Personal Locator Beacon (PLB):** A 406 MHz hand-held emergency radio locator beacon, GPS enabled and capable of providing homing signals to assist search and rescue operations. Each person performing over water flights must carry a PLB. The ASC can assist staff with specifications and vendors for such equipment. An EPIRB (Emergency Position Indicating Radio Beacon) is functionally equivalent.
- **Portable Communication Equipment:** Depending on locale, topography and coverage, this could be a VHF radio, cell phone or satellite phone (used with the understanding that use will be limited or not possible when helmets are required). For flights over marine environments (e.g., Puget Sound or coastal areas) portable emergency radios must be capable of transmitting and receiving on *marine band* frequencies, and such radios will float and be waterproof. Each person deploying from a helicopter in the field during animal capture or survey operations will carry portable communication equipment with them.



- **VHF Radio:** Aircraft shall be equipped with an on-board VHF radio. In addition, aircraft operating over marine environments should also have a marine band VHF radio (portable ok).
- **Survival Kit:** A kit containing items to be used during emergencies –customized for local conditions and specific needs.

## 6. SAFETY BRIEFINGS

Prior to all missions, the pilot shall conduct a safety briefing for all personnel participating in the flight or that will be in close proximity to the aircraft while it is on the ground. The Mission Supervisor will be responsible to ensure that the pre-flight safety briefing for all personnel covers all essential items – see Appendices C (Fixed-wing Aircraft) or D (Helicopters) for examples of pre-flight safety elements. Note that additional information may also need to be addressed depending upon the specific mission.

Pre-flight briefings will also be used by the mission supervisor to provide information to the vendor pilots regarding the locations of known hazards to low-flying aircraft (*e.g.*, antenna arrays, power lines, cell phone towers). Where known hazards exist, vendor pilots will be shown their locations on appropriate topographic maps or aeronautical charts.

## 7. FLIGHT PLANNING AND DOCUMENTATION

Flight plans and flight following are intended to support the basic flight safety principle that the chances of a good outcome for those involved in a mishap (*e.g.*, accident, forced landing, stranding) are improved if someone not on the flight is able to detect their predicament and their approximate location rapidly. All WDFW flight plans and flight following applications must be designed to fulfill that basic principle. WDFW staff shall be afforded flexibility in accomplishing this goal, but near “real time” updating of status and location are required.

- **Flight Plans:** Written documentation is required for all WDFW flight missions and must include all information shown in **Appendix B**. This documentation serves as a WDFW Flight Plan. Standard FAA Flight Plans, if filed, shall follow all applicable FARs, but shall not replace the required WDFW Flight Plan.
- **Flight Following:** All agency flight operations require flight following. Ground support personnel must be trained and familiar with the flight following system and protocol, and must be available prior to initiating a flight. Potential flight following ground support personnel may include the aircraft vendor’s ground crew, WDFW staff, or external agency staff (*e.g.*, USFS, BLM, DNR, County Sheriff, or State Patrol). Any ground support personnel tasked with flight following responsibility must monitor the communications equipment (*e.g.*, cell phone and/or VHF radio) or computer console (for automated flight following) at all times during the flight. They must also receive appropriate training related to the specific communications equipment and the pre-determined response guidelines for that operation.

A variety of acceptable options exist to meet the requirement for Flight Following. One of the following communication methods, or equivalent, may be used:

- Air-to-ground radio contact
- Cell phone updates via call or text messaging (where reception is known to be consistent)
- Computer-assisted Automated Flight Following (AFF) - provides an aircraft's position information (as geographic coordinates) to ground support personnel, at intervals not to be less than once every 15 minutes
- Devices that provide geographic information to ground support personnel (e.g., Spot® Tracker, In Reach®, or PLB with "safe call" capability)

Flight Following must provide status and location updates for ground support personnel at least every 30 minutes, but may be more frequent. . Updates will also be provided anytime a major change in operational location occurs (even if it occurs within a 30-minute reporting window). Status and location updates will occur more frequently if utilizing AFF.

At a minimum, the following response guidelines should be observed by the ground support personnel:

- **Radio/phone based flight following.** In the event that a scheduled contact is not received from the aircraft at the appointed time, the ground support personnel will attempt to establish communication with the aircraft and verify status and location of the aircraft. If contact has not been established with the aircraft after 30 minutes of attempts, a search-and-rescue operation will be initiated using the procedures established by the Mission Supervisor for that flight operation.
- **Automated Flight Following (AFF).** If AFF interval monitoring suggests that an aircraft has remained stationary for 30 minutes (or if reporting ceases, or any other irregularity is noted in the AFF record), the ground support personnel will initiate continuous AFF monitoring, while checking the status of the AFF system and attempting to contact the aircraft via radio and/or phone. If the aircraft remains stationary for 30 minutes with no clear explanation, the ground support personnel will initiate a search-and-rescue operation using the procedures established by the Mission Supervisor for that flight operation.

## 8. SMOKING AND DRUG AND ALCOHOL RESTRICTIONS

Smoking is not permitted within 50 feet of any aircraft, fuel truck, or fuel storage structure.

No pilot shall fly a WDFW sponsored mission if they have consumed alcoholic beverages within 8 hours of a flight operation, or if they are in any way impaired by drug (including prescription or over-the-counter medications) or alcohol consumption. Likewise, all personnel participating in flight operations must report to work in a condition fit to perform their assignments unimpaired by alcohol or drugs. WDFW staff and authorized volunteers will also comply with the provisions of WDFW's Policy (2002), [Ensuring a Drug and Alcohol-Free Workplace](#), and accompanying procedures. All WDFW flight participants have the responsibility to notify the Mission Supervisor and the pilot if they are aware of, or suspect, impairment of another flight participant due to drug or alcohol use.

## 9. PASSENGER SELECTION

Flight personnel will be limited to the number of people required to safely and effectively complete a flight mission as determined by the mission supervisor. All persons participating in flight operations will:

- Have clearly defined roles; and
- Be thoroughly briefed by the mission supervisor regarding their responsibilities; and
- Be formally trained in aircraft safety, as defined by Section 14 (below).

In collaborative flight applications involving WDFW sponsored flights all participants including collaborators (e.g., other agencies, Tribal partners, and university employees) must comply with all WDFW flight safety standards and protocols. Note: the collaborators may be offered the opportunity to attend WDFW aviation safety training if appropriate.

When WDFW employees (or volunteers) are participating in non-WDFW sponsored flights (or a jointly funded flight) the WDFW protocols directly related to staff safety, such as PPE, training, and flight following shall apply to WDFW staff. In addition, other relevant WDFW protocols shall be followed as appropriate and to the extent possible.

All authorized volunteers participating in flight operations must:

- Be formally enrolled as a WDFW volunteer using appropriate procedures (see [Volunteer Information Page](#)); and
- Comply with all applicable WDFW policies regarding volunteers; and
- Be formally trained in aircraft safety, as defined by Section 14 (below); and
- Be approved for each operation by the program Assistant Director and Safety Office.

All records documenting the authorization and training of volunteers will be managed by the Human Resources Office. Updating of these records is the responsibility of the department's Volunteer Program Manager.

The number of passengers aboard an aircraft used in support of a WDFW sponsored operation shall be limited at all times to the maximum number for which the aircraft is designed and rated. A personal restraint device (e.g., seatbelt) will be available and will be used at all times during flight, by all WDFW personnel and by all persons aboard an aircraft used by WDFW.

## 10. INCIDENT REPORTING

The FAR's and NTSB's (49CFR Part 830) procedures shall be followed in reporting accidents. In addition, the Mission Supervisor will report all irregular operations or incidents to the appropriate Department entities (identified parenthetically by bullet item, below). Reportable incidents shall include:

- Any damage incurred to an aircraft during a WDFW-sponsored flight (ASC and Risk Management).
- All injuries (Supervisor, WDFW Safety Office). In addition, injuries that are directly related to the flight operations must also be reported to the ASC. For example, an injury inflicted by a captured animal independent of flight operations is not a reportable flight operations incident.

- All incidents where a WDFW employee or authorized volunteer involved in a flight considers the pilot's, or other personnel's, actions to be negligent, irresponsible, reckless, or unsafe (Supervisor, ASC).
- All incidents where the pilot or other personnel do not follow the directives of the mission supervisor (Supervisor, ASC).
- All rotor or propeller strikes, or near misses, with terrain, structures, other aircraft, or vegetation (Supervisor, ASC).
- All mechanical failures or difficulties associated with an aircraft on a WDFW-sponsored mission (Supervisor, ASC).
- All incidents involving drug or alcohol consumption by personnel involved in any way in the flight operation as governed by **Section 8** above (*SMOKING AND DRUG AND ALCOHOL RESTRICTIONS*) (Supervisor, ASC, Safety Office, WDFW Human Resources).
- All violations of the WDFW AIRCRAFT SAFETY PROCEDURE (Supervisor, ASC, WDFW Safety Office).
- Any other situation (such as a near miss) that raised safety concerns.

## 11. ACCIDENT CONTINGENCIES

Below are some key points to remember if an accident occurs. These are not all inclusive. More specific procedures will be provided in the Aircraft Safety Training classes:

- Ensure the emergency fuel shut-off mechanism is activated per the directions received during the pre-flight briefing.
- Provide first-aid to all injured parties.
- Locate and secure survival kit away from the downed aircraft.
- Initiate radio contact with ground support or the flight following entity and provide as much information as possible on your exact location, status, and the condition of all flight crewmembers.
  - If radio contact is made with ground support or the flight following entity, follow their directions precisely.
- In the event radio contact cannot be made, remain in the vicinity of the accident site. Your chances of being found are much better if you remain near the accident site relative to leaving the accident site.
  - If you are certain of your ability to walk out, always leave a detailed note describing the route you are taking.
- In most water accidents, aircraft will come to rest upside down. Some keys to remember:
  - Follow instructions from pilot-in-command.
  - Maintain awareness of exit locations.
  - DO NOT INFLATE your life preserver until you are clear of wreckage.
  - Water in cabin will equalize pressure allowing you to fully open the exit.
  - Pull yourself free from the cabin and follow the bubbles to the surface.

This information does not replace the aircraft's SAFETY FEATURES CARD or PASSENGER SAFETY BRIEFING. Formal Aircraft Safety Training as shown in Section 14 is still required.

## 12. LOADING AND OFFLOADING CONSIDERATIONS – ALL MISSION TYPES

- **Helicopter:** Personnel need to stay low at all times when disembarking a helicopter if the blades are rotating. On level ground where the helicopter is in full landing status, personnel should exit and move away from the aircraft, remaining between 10 o'clock and 2 o'clock (where the aircraft nose is 12 o'clock) at all times, walking in a partial crouch in full view of the pilot.

At certain times, it may be necessary for personnel to disembark or load the helicopter on uneven ground. This will require the pilot to conduct a "single skid" or "toe-in" landing wherein the pilot will place one or both skids against a hillside while maintaining engine power to keep the aircraft level. Because blade clearance will vary with the degree of slope and the aircraft orientation to the hillside, these landings present unique and very real dangers if not done properly.

Because of the extreme danger of rotor blade contact on uneven ground, the most fundamental rule governing activity around a "toed-in" helicopter is: **NEVER MOVE UPHILL!** Blade clearance can diminish rapidly on a hillside where the slope of the hill angles up towards the blade tips. To prevent personnel from trying to subjectively judge the magnitude and direction of "*uphill*", movement around a toed-in helicopter should be minimal until the aircraft departs.

While exiting from a "toed-in" helicopter each person will stay low to avoid the path of the main rotor blades. Upon exit, each person will immediately crouch down on the hillside next to the skids of the aircraft (no further than one arm's length from the aircraft's cabin) in a position where the pilot can clearly see them. It is important for disembarking personnel to stay together and huddle as a unit next to the aircraft until the aircraft departs. No one will attempt to stand up or move away from the landing zone until the helicopter has departed.

- **Fixed-wing:** Aircraft must be shut-down. There must be no threat of aircraft starting when loading, unloading, or working around an aircraft.

## 13. SPECIAL USE OPERATIONS CONSIDERATIONS

- **Helicopter Animal Capture Operations:** Capturing animals from a helicopter requires an appropriate aircraft and skilled pilots and flight crews. Such operations are often conducted at very low altitudes, in difficult terrain, and often require quick maneuvers by the pilot. When possible, WDFW personnel are encouraged to consider the use of non-WDFW contract aerial capture vendors to conduct capture operations without WDFW staff or authorized volunteers being aboard the aircraft during actual animal pursuit. When it is essential to utilize WDFW personnel and *general-purpose* vendor pilots for net-gunning and/or darting operations, apply the following guidelines:

All pilots used for net-gunning and/or darting operations will have a minimum of 100 hours of low-level Pilot-in-command (PIC) experience, at least 50 hours of wildlife capture PIC experience (or be certified by the *USDOJ, Office of Aircraft Services*), and specific training in flying darting or net-gunning operations.

All darters/gunners and net-gunners will have been formally trained and certified by Wildlife Program standards.

All net-gunners and darters will be tethered to the aircraft using an appropriate safety harness and tether and a backup restraint (*e.g.*, an aircraft seat belt; the “2-buckle” rule).

“*One-skid*”, “*hover exit*” or “*toe-in*” landings will be used **only** where other reasonable alternatives do not exist, and will be attempted **only** by pilots with experience and training in such landings.

- **Helicopter Gunning Operations:** On rare occasions it may be necessary for WDFW to lethally remove an animal or animals via aerial gunning using a firearm. All of the specific requirements listed above for HELICOPTER CAPTURE OPERATIONS will also apply to WDFW aerial gunning operations. When appropriate, USDA Wildlife Services should be considered as an alternative to WDFW-chartered pilots/aircraft and WDFW gunners.
- **Spawning Ground/Redd Count Surveys:** Counting salmon and steelhead redds or individual fish from a helicopter requires an appropriate aircraft and skilled pilots and flight crews. Such operations are often conducted at very low altitudes, in difficult terrain, using helicopters without doors, and often require quick maneuvers by the pilot. Fish Program staff are encouraged to use pilots who are experienced and comfortable with spawning ground surveys. All known low-level threats (*e.g.*, powerlines, cell phone towers) will be communicated to the pilot.
- **Enforcement Short Haul Operations:** Flights that transport WDFW Enforcement personnel externally suspended below a helicopter using an externally attached hauling line(s) to insert and/or extract personnel in areas that are inaccessible to landings.

Providing WDFW law enforcement officers a safe and efficient tactical delivery system for placing officers into a specific location or situation in areas where travel over rough, steep and hazardous terrain poses an even higher risk to officers. Hazards may include but are not limited to ambush during ground ingress and egress by armed/fleeing suspects, booby traps, or conflicts with curtilage or anti-law enforcement subjects.

It provides safe and efficient transportation of WDFW officers and allied agencies to conduct marijuana eradication operations in extremely remote and inaccessible locations. WDFW officers will comply with all safety protocols established by sponsoring agencies.

- **Over-Water Operations:** WDFW staff participates in diverse flight missions over large expanses of water. Examples of these applications include: marine bird or mammal surveys in fixed wing aircraft; joint enforcement activities; oil spill response activities; surveying large

lakes, and fishing/crabbing/shellfishing effort surveys. All of these may involve flights beyond power-off glide distance to land where water-ditching is the most likely outcome in the event of engine failure or other adverse incident. Additional specialized training and equipment are necessary for these types of activities (see Sections 5 and 14).

The use of twin-engine aircraft or floats (for single-engine aircraft) is strongly recommended for over-water operations beyond power-off glide distance from land or where there is a high likelihood of a water ditching following an adverse event. Special consideration must also be given to PPE, such that in-the-water survival chances are maximized for crews and passengers who survive water-ditching (see Section 5).

## 14. TRAINING

Aircraft operations, particularly low level flights, are demanding and require strict adherence to proper operational standards to ensure safety. Formalized training is required for WDFW personnel and authorized volunteers prior to participating in agency activities that involve aircraft flights. WDFW trainers will be U.S. Department of Interior, Office of Aircraft Services (OAS)-certified. In general, training will emphasize practical instruction relative to protocols and flight safety strategy elements. Classroom instruction will include familiarizing staff with common aircraft types, PPE, standard safety equipment and safety features of various aircraft, flight following technology, key elements of safe behavior when working around aircraft, and essential safety elements for unique natural resource flight applications.

WDFW flight safety training will be provided via a series of training modules associated with the duty assigned:

- **Basic Flight Safety Training** encompasses the information provided in this Procedure and an OAS Basic Flight Safety curriculum, or an equivalent. This module is required for WDFW staff and authorized volunteers involved in any flight application, regardless of aircraft type or type of flight operation involved.
- **Basic Helicopter Safety Training** is required for WDFW staff and authorized volunteers participating in missions that involve any type of helicopter flight.
- **Capture Crew Helicopter Safety Training** is required for all personnel with any flying role in a helicopter-assisted wildlife capture mission.
- **Mugger Helicopter Safety Training (and prerequisite for all Gunner and Darting Certifications)** is required to qualify personnel for duty as darters, net gunners, or muggers during helicopter capture missions or gunners during aerial gunning missions. Darters and gunners will not be certified for darter or net gunner duty until they have completed requirements stipulated by this Procedure and the Wildlife Program. Training requirements for darters, net gunners, and aerial gunners will include classroom training, weapons proficiency and safety training, as well as appropriate supervised field practicums as defined by WDFW Wildlife Program.

- **Overwater Safety Training** is required for anyone conducting over water flights. Refer to Flight Equipment and Training Requirements (Section 5).

Initial training will consist of formal classroom training and, for some modules, a field exercise employing appropriate aircraft in a field setting. Thereafter, WDFW personnel and authorized volunteers will be required to attend and successfully complete refresher training every three (3) years.

Initial and refresher training will be formally documented in applicable training records. All records documenting the authorization and training of volunteers will reside in the Human Resources Office and maintaining the records is the responsibility of the department's Volunteer Program Manager.

## **15. APPENDICES** (all documents should be available on and linked to intranet)

- Appendix A - Aircraft Safety Frequently Asked Questions
- Appendix B - Flight Planning Form
- Appendix C - Safety Briefing Checklist - Fixed Wing
- Appendix D - Safety Briefing Checklist - Helicopter



# Appendix A

## Aircraft Safety - Frequently Asked Questions

***Q: For flights when a single WDFW employee is aboard an aircraft who is the “mission supervisor”?***

A: Typically, in flights where the crew consists of a pilot and a single employee, that employee would be designated as the agency mission supervisor, with all the inherent responsibilities associated with that role. A separate employee could serve as mission supervisor in such a case, but they would have to be “on site” (e.g., at a staging/refueling area) and in regular contact with the aircraft.

***Q: Can flight safety refresher training be done on the agency intranet site, as an alternative to attending a flight safety class in person?***

A: Although this would be technically feasible, the WDFW Aircraft Safety Committee has consistently recommended classroom training for the required refresher training. The Committee believes valuable instructor/student and student/student personal interaction is an essential part of aircraft safety training, and this is best achieved by “in person” training.

***Q: How much flexibility does WDFW staff have relative to implementing Flight Following?***

A: Flight Following is an essential element to flight safety. However, because of the varied conditions under which staff across the state fly, the intent of the Aircraft Safety Committee has been to not attempt to define a “one size fits all” approach to the methodology for Flight Following. Staff is encouraged to be innovative relative to identifying the means of communicating the essential information that embodies flight following (i.e., regular updating of aircraft status and location). Several practical approaches are given as examples in the Aircraft Safety Procedures (ASP). Regardless of the methodology or technology used, compliance with the minimum specified time interval for status updates and strict adherence to the protocol for loss of contact/search and rescue initiation is required.

***Q: Do WDFW flight safety standards apply to vendor pilots?***

A: WDFW does not require vendor pilots to comply with WDFW standards, except for elements with direct implications for WDFW staff safety (e.g., flight following must occur, but pilots may elect to not wear a flight helmet).

***Q: Does WDFW offer flight safety training to non-WDFW staff?***

A: WDFW has continually offered training to our collaborators (e.g., Tribal partners, other state agency staff, university graduate students, and appropriately approved WDFW volunteers). However, WDFW is not an external training entity for other agencies, NGOs, etc., apart from the collaborative context. For non-WDFW personnel who actually fly with WDFW staff or on flights sponsored or co-sponsored by WDFW, our agency will continue to offer flight safety training opportunities.

Continued on other side

***Q: Where can a WDFW employee locate appropriate PPE if they do not have such gear assigned to them?***

A: Many WDFW staff who are regularly involved in flight applications have their own assigned agency-provided gear. Typically, the Regional operations also maintain some “pool” gear available for borrowing for short-term needs. Typically, agency-provided PPE can be located for staff temporarily needing such gear, as long as adequate lead time is given. Staff should contact their immediate supervisor and/or appropriate unit managers (e.g., Regional Program managers, Section leads, etc.) if they need to obtain PPE or other essential flight safety gear as required by the Aircraft Safety Procedure (Section 5 – Safety Equipment).

## Appendix B – Flight Planning Form

Persons acting as a Mission Supervisor for WDFW sponsored flights must complete this form, obtain prior approval from the appropriate unit manager, and retain original (See Sect 4 of WDFW Aircraft Procedure).

1. Project/Flight Title:
  2. Flight Date(s): Flight Duration:
  3. Mission Supervisor: Phone #:
  4. Description of project/flight goals:
  5. Type of aircraft: WDFW or Rented? (circle one)
  6. Pilot Name: WDFW or Contractor? (circle one)
  7. List any special Pilot qualifications, if required, for this flight:
  8. Location of flight/field site(s):
  9. Names of participating WDFW staff and volunteers (participants must be qualified in accordance with Section 14 Training):
    - a. Flight crew names:
    - b. Ground crew names:
  10. Flight following entity/process/staff:
  11. Emergency response plan (see Section 4J)
- Checklist of Other Responsibilities (some may take place after approval by unit manager):
- Pilot briefing of local hazards (see Section 4G)
  - Briefing personnel on roles/responsibilities
  - Pre-flight briefing by pilot to all flight personnel (See Safety Briefing Checklists – Appendix C or D)
  - Emergency contact information lists

Must be approved by appropriate manager (Regional Program Mngr, Division Mngr, Section Mngr, or designee)

Approved by (Print Name):

Signature:

Title:

Date:

Unit manager comments:

# **Appendix C**

## **Example Fixed-Wing Pre-Flight Safety Briefing Checklist**

- No smoking in or around aircraft or fuel truck.**
- Procedures for entering/exiting aircraft.**
- Use of seatbelts, shoulder harnesses.**
- Proper operation of doors.**
- Baggage / gear storage (if applicable).**
- Operation of the radios/intercom: ID primary channel.**
- Location of airsickness bags.**
- Keep clear of all flight controls.**
- Stay alert for hazards and inform the pilot of any noted.**
- Emergency procedures during a forced landing or ditching.**
- Use of personal flotation devices (if applicable).**
- Use and location of first aid kits, fire extinguisher, and ELT.**
- Flight-following plan.**
- Review of operations plan, including:**
  - Identify known hazards to flight (e.g., wires)**
  - Crew task assignments**
  - Refueling airports/options identified**
  - PPE/equipment prepared and secured**

# **Appendix D**

## **Example Helicopter Pre-Flight Safety Briefing Checklist**

- No smoking in or around aircraft, fuel truck.**
- Main rotor and tail rotor hazards; movement rules.**
- Standard enter/exit procedures.**
- Use of seatbelts, shoulder harnesses.**
- Proper operation of doors.**
- Baggage compartment operation / rules of use.**
- Securing seatbelt after *doors-off* exit.**
- Operation of the radios/intercom: ID primary channel.**
- Securing loose items such as maps, hats, etc.**
- Dealing with airsickness.**
- Keep clear of all flight controls.**
- Stay alert for hazards and inform the pilot of any seen.**
- Keep arms and legs inside the aircraft while in operation.**
- Emergency procedures during a forced landing or ditching.**
- Fuel Pump Shut-off and Generator Power Switch.**
- Use and location of first aid kits, fire extinguisher, and ELT.**
- Use of personal flotation devices (if applicable).**
- Uneven ground landings: exiting, entering aircraft.**
- Flight-following plan.**

Continued on other side

- **Review of operations plan, including:**
  - **Identify known hazards to flight (e.g., wires)**
  - **Crew task assignments**
  - **Refueling airports/options identified**
  - **PPE/equipment prepared and secured**

# Appendix A

## Aircraft Safety - Frequently Asked Questions

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  7. List any special Pilot qualifications, if required, for this flight:
  8. Location of flight/field site(s):
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    - a. Flight crew names:
    - b. Ground crew names:
  10. Flight following entity/process/staff:
  11. Emergency response plan (see Section 4J)
- Checklist of Other Responsibilities (some may take place after approval by unit manager):
- Pilot briefing of local hazards (see Section 4G)
  - Briefing personnel on roles/responsibilities
  - Pre-flight briefing by pilot to all flight personnel (See Safety Briefing Checklists – Appendix C or D)
  - Emergency contact information lists

Must be approved by appropriate manager (Regional Program Mngr, Division Mngr, Section Mngr, or designee)

Approved by (Print Name):

Signature:

Title:

Date:

Unit manager comments:



# **Appendix C**

## **Example Fixed-Wing Pre-Flight Safety Briefing Checklist**

- No smoking in or around aircraft or fuel truck.**
- Procedures for entering/exiting aircraft.**
- Use of seatbelts, shoulder harnesses.**
- Proper operation of doors.**
- Baggage / gear storage (if applicable).**
- Operation of the radios/intercom: ID primary channel.**
- Location of airsickness bags.**
- Keep clear of all flight controls.**
- Stay alert for hazards and inform the pilot of any noted.**
- Emergency procedures during a forced landing or ditching.**
- Use of personal flotation devices (if applicable).**
- Use and location of first aid kits, fire extinguisher, and ELT.**
- Flight-following plan.**
- Review of operations plan, including:**
  - Identify known hazards to flight (e.g., wires)**
  - Crew task assignments**
  - Refueling airports/options identified**
  - PPE/equipment prepared and secured**

# **Appendix D**

## **Example Helicopter Pre-Flight Safety Briefing Checklist**

- No smoking in or around aircraft, fuel truck.**
- Main rotor and tail rotor hazards; movement rules.**
- Standard enter/exit procedures.**
- Use of seatbelts, shoulder harnesses.**
- Proper operation of doors.**
- Baggage compartment operation / rules of use.**
- Securing seatbelt after *doors-off* exit.**
- Operation of the radios/intercom: ID primary channel.**
- Securing loose items such as maps, hats, etc.**
- Dealing with airsickness.**
- Keep clear of all flight controls.**
- Stay alert for hazards and inform the pilot of any seen.**
- Keep arms and legs inside the aircraft while in operation.**
- Emergency procedures during a forced landing or ditching.**
- Fuel Pump Shut-off and Generator Power Switch.**
- Use and location of first aid kits, fire extinguisher, and ELT.**
- Use of personal flotation devices (if applicable).**
- Uneven ground landings: exiting, entering aircraft.**
- Flight-following plan.**

Continued on other side

- Review of operations plan, including:**
  - **Identify known hazards to flight (e.g., wires)**
  - **Crew task assignments**
  - **Refueling airports/options identified**
  - **PPE/equipment prepared and secured**