

**AQUATIC INVASIVE SPECIES PREVENTION PROGRAM
COOPERATIVE AGREEMENT - SEAPLANES**

THIS AGREEMENT is entered into by and between the City of Bellingham, a first-class municipal corporation of the State of Washington (City) and _____ (Pilot).

RECITALS

WHEREAS, the Lake Whatcom Management Team (LWMT), comprised of the City of Bellingham, Whatcom County and the Lake Whatcom Water and Sewer District, has selected the City of Bellingham to be Administrative Lead for the joint Aquatic Invasive Species Prevention Program; and

WHEREAS, the LWMT has implemented an Aquatic Invasive Species Prevention Program (AIS Program), authorized within city limits by Bellingham Municipal Code Section 12.12.280, and in Whatcom County by Whatcom County Code Chapter 2.27A (both codes together hereinafter referred to as "Codes") for the purpose of preventing the introduction into Lake Whatcom or Lake Samish of aquatic invasive species (AIS) capable of causing detrimental economic, recreational and ecological impacts; and

WHEREAS, the Codes define Watercraft as any type of vessel, boat or craft capable of being used as a means of transportation on water, including, but not limited to motor boats, sailboats, row boats, kayaks, canoes, barges, and all associated equipment, including trailers, but does not include surf boards, paddle boards, kite boards, and non-motorized inflatables that are 10 feet or less in length; and

WHEREAS, the AIS Program requires all Watercraft owners to submit their Watercraft to AIS Inspection and, unless subject to the conditions of a Cooperative Agreement, to purchase and affix to their Watercraft an AIS Permit, prior to entering Lake Whatcom or Lake Samish; and

WHEREAS, the City has sought and received input from the Washington Seaplane Pilots Association in the creation of this agreement; and

WHEREAS, the Washington Seaplane Pilots Association has been pro-active in preparing detailed procedures to prevent the spread of invasive species, and in particular, zebra and quagga mussels, and has made these procedures available to pilots; and

WHEREAS, the Codes authorize cooperative agreements with civic organizations and others to assist with the implementation and goals of the AIS Program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Pilot hereby agree to the following terms and conditions:

TERMS AND CONDITIONS

1. **Definitions.** All capitalized terms in this Agreement shall be as defined in the Codes as currently constituted or subsequently amended, unless otherwise provided herein.

AIS COOPERATIVE AGREEMENT (1)
April 5, 2019

City of Bellingham
Teagan Ward
2221 Pacific Street
Bellingham, Washington 98229
360-778-7972

- a. Resident Seaplane. Any seaplane that is based at Lake Whatcom or Lake Samish.
 - b. Visitor Seaplane. Any seaplane that is not based at Lake Whatcom or Lake Samish.
2. **Responsibilities of the City.** The City shall,
 - 2.1 Provide the Inspection Staff or support staffing needed to facilitate timely inspection and/or processing of Resident Seaplanes, and when warranted, visiting seaplanes.
 3. **Responsibilities of the Pilot.** The Pilot shall,
 - 3.1 Comply with requirements of Addendum "A".
 - 3.2 If the owner/pilot of a resident plane, purchase and affix or store in their cockpit an AIS Permit.
 4. **Consent.** The Pilot hereby consents to spot checks by Inspection Staff upon entering Lake Whatcom or Lake Samish for the purpose of detecting and preventing the spread of aquatic invasive species.
 5. **Termination for Cause; Responsibilities upon Conclusion of Agreement.** The City may terminate this Agreement effective immediately if the Pilot fails to correct a default within two (2) business days of receiving a written default notice from the City.
 6. **Release; Indemnification.** The Pilot agrees to defend, indemnify and hold harmless the City from any claims, damages or liabilities arising out of the actions of the Pilot and its employees and agents.
 7. **Status of Pilot.** Neither the Pilot nor personnel employed by the Pilot shall be deemed employees or agents of the City for any purpose.
 8. **Entire Agreement; Applicable Law.** This Agreement sets forth the entire agreement of the parties concerning the AIS Program, and supersedes any other agreements or understandings, oral or written, between the parties on that topic. Any subsequent modification or amendment of this Agreement shall be binding upon the parties only if in writing and signed by both. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Washington without recourse to any principle of conflicts of laws. Venue in any lawsuit brought under this Agreement shall be in the Superior Court of Whatcom County, Washington.

EXECUTED this ____ day of _____, _____ by the **Pilot**.

Sign

Print Name

ADDENDUM A - PREPARATIONS AND PROCEDURES FOR PILOTS

Education and Certification

- 1) **Visitor Seaplanes.** All non-resident seaplane pilots utilizing Lake Whatcom or Lake Samish shall:
 - a) view the Aircraft Owners and Pilots Association (AOPA) pilot training video entitled "How to Stop the Spread of Invasive Plants and Animals by Seaplane" found at <http://www.aopa.org/Education/Safety-Videos/How-to-Stop-the-Spread-of-Invasive-Plants-and-Animals-by-Seaplane.aspx>; complete the video's quiz and receive a certificate of completion. Alternatively, the pilot may view the "Don't Move a Mussel - Seaplanes" video found at www.100thmeridian.org/videolibrary.asp and complete the training course on the 100th Meridian website.
 - b) carry a copy of this agreement and the pilot's AOPA Certificate or 100th Meridian Certificate on board and make available for presentation in the case of a spot check by Inspection Staff.
- 2) **Resident Seaplanes.** Pilots/owners with seaplanes based at Lake Whatcom or Lake Samish shall:
 - a) make an appointment with Inspection Staff to get the plane inspected and permitted by calling (360) 778-7975. The pilot/owner may also view and complete the Whatcom AIS Awareness Course found at www.whatcomboatinspections.com/ais-awareness-course. Upon successful completion of the course, the pilot will be eligible to receive a \$10 discount for the purchase of an Annual AIS Permit (\$60). The permit may be affixed to the plane or kept with the Inspection Form in the cockpit.
 - b) view the Aircraft Owners and Pilots Association (AOPA) pilot training video entitled "How to Stop the Spread of Invasive Plants and Animals by Seaplane" found at <http://www.aopa.org/Education/Safety-Videos/How-to-Stop-the-Spread-of-Invasive-Plants-and-Animals-by-Seaplane.aspx>; complete the video's quiz and carry the certificate of completion in the cockpit of the plane. Alternatively, the pilot may view the "Don't Move a Mussel - Seaplanes" video found at www.100thmeridian.org/videolibrary.asp and complete the training course on the 100th Meridian website.
 - c) carry a copy of this agreement and the pilot's AOPA Certificate or 100th Meridian Certificate on board and make available for presentation in the case of a spot check by Inspection Staff.
- 3) **Reporting.** To assist evaluation of the effectiveness of this agreement, the City is requesting that seaplane pilots voluntarily submit a periodic (not less frequent than annual) report with an entry for each landing on Lake Whatcom or Lake Samish that includes the 1) date of the landing, 2) origin of the flight, and 3) if applicable, other lakes visited on the trip. Submit this information to Teagan Ward at teward@cob.org or 2221 Pacific Street, Bellingham, WA 98229 unless this information is being reported annually via the Washington Seaplane Pilots Association.

- 4) **Additional Requirements when Operating from Infested Waters.** The following Procedures were created by the Washington Seaplane Pilots Association as a result of discussions with the Washington State Department of Ecology, Whatcom County, the City of Bellingham, and in consultation with industry experts. These procedures should be utilized by all Seaplane Pilots (both Resident Planes and Visitors) when operating from a Water Body listed on the United States Geological Survey's map of Zebra Mussel and Quagga Mussel Distribution in the Western United States updated at http://nas.er.usgs.gov/taxgroup/mollusks/zebramussel/maps/Southwest_quagga.jpg and in the "Seaplanes – Critical Waters" Directory as updated at <http://www.100thmeridian.org/default.asp>.

Plants: Travel from Waters Known to be Infested with Invasive Plant Species

1. Prior to entering the seaplane, the pilot shall remove all aquatic plants (or attached mussels, snails or other animals) from the exterior surfaces of floats, wires, cables and rudders and remove all water from floats, wheel wells and any other compartments or areas of the aircraft that can contain or maintain raw water.
2. Prior to takeoff, the pilot shall raise and lower rudders several times to remove aquatic plants, avoid taxiing through heavy surface growths of aquatic plants and make sure all floats remain as dry internally as possible during takeoff.
3. After takeoff, the pilot shall raise and lower rudders several times to free any remaining aquatic plants while over the departing water body or over dry land. If aquatic plants persist and are still visible on floats, cables or rudders, return to the same water body and physically removing them is required.
4. During storage and/or moorage, the pilot shall remove the aircraft from the water whenever practical to better facilitate self-inspection, drainage, removal, cleaning and drying as recommended in the previously-referenced training video.
5. The pilot shall comply with any future updates to the guidelines established by the 100th Meridian Initiative.

Animals: Travel from Waters Known to be Infested with Invasive Animals

Prior to landing on any freshwater body from a water body that is listed on the USGS map of Zebra Mussel and Quagga Mussel Distribution in the Western United States or the 100th Meridian Critical Waters list for aquatic invasive animals the seaplane operator shall complete the following steps:

1. Remove any plants, mud or others deposits on all exposed surfaces;
2. Completely pump and, to the extent reasonably possible, dry all float bilges and other areas where water can be present;
3. Completely remove any visible mussels, snails or other animals;
4. Remove as much of the aircraft from the water to the extent reasonably possible in order to thoroughly inspect and remove all foreign substances;
5. When available at the Critical Waters water body, decontamination shall be by use of a hot water power washer (140 degree F or greater) to clean all surfaces that come into contact with water. In

addition, the operator shall apply 140 degree water in sufficient quantity to achieve an ambient temperature of at least 120 degrees for 5 minutes in the float bilges, then pump dry to the extent reasonably possible. Where 140 degree water is not available, the operator shall apply a 20 percent bleach solution, or other effective substitute, to the float bilges.

6. Where inspection and decontamination facilities are available at the Critical Waters water body, the seaplane operator shall arrange for an inspection and decontamination of the aircraft using the available facilities. However, if inspection and decontamination facilities are not available at the Critical Waters water body, or as an alternative to decontamination at the Critical Waters water body, the seaplane shall be decontaminated by use of a hot water power washer (140 degree F) at any other available facility, or by a scientifically established timeframe out of water prior to landing at a fresh body of water that is not infested with the invasive species which was contaminating the Critical Waters water body. For water bodies infested with Quagga or Zebra mussels the time period is 30 days.