

**PROFESSIONAL SERVICE AGREEMENT  
FOR  
ACCREDITATION OF AN AIR OPERATIONS UNIT**

**THIS AGREEMENT**, entered into between the **PUBLIC SAFETY AVIATION ACCREDITATION COMMISSION, INC.**, a California Mutual Benefit Corporation whose address for the purpose of this Agreement is 50 Carroll Creek Way, Suite 260, Frederick, Maryland 21701 (hereinafter referred to as “PSAAC”) and the \_\_\_\_\_ a governmental fire agency of the State of \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter referred to as “Agency”).

**WHEREAS**, PSAAC, has developed *Standards for Aerial Firefighting Operations* (the “Standards”) designed to aid fire agencies in the safe and efficient operation of their Air Operations Program; and,

**WHEREAS**, the Agency seeks to contract with PSAAC to perform a review of the policies, procedures and practices of the Agency’s Air Operations Program through the application of the Standards working toward accreditation of the air operations unit,

**NOW THEREFORE**, in consideration of mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. **Recitals:** The above referenced recitals are made a part of this Agreement.

2. **Intent:** It is the intent of the parties to create a contractual relationship between the parties for PSAAC to assess the Agency’s compliance with the Standards leading toward accreditation and the continued compliance by the Agency of the Standards post accreditation, leading toward periodic reaccreditation.

3. **Definitions:**

“**Agency**” shall mean a unit of federal, state or local government engaged in fire aviation services.

“**Air Operations Unit**” shall mean a function of an Agency responsible for all aspects of the operation of a public safety/fire aviation program and the Agency’s fire mission as identified and defined in the Standards.

“**Aircraft**” shall mean a manned device that is used or intended to be used for flight in the air as more specifically defined by the Federal Aviation Administration, Federal Aviation Regulations. This definition shall include fixed wing airplanes and helicopters.

“**Assessor**” shall mean an individual designated by PSAAC to conduct review of the self-assessment and on-site assessment of an Air operations unit, and who has demonstrated the requisite experience and training to perform the duties of an Assessor.

“**Standards**” shall mean those best practices intended to provide a foundation of safe aviation operating practices in the performance of the unit’s mission and are formulated based on two basic priorities of an airborne fire unit:

1. “Safety First” in all aspects of the operation
2. Provide quality aerial firefighting services in the furtherance of the agency’s firefighting mission.

The scope of the Standards is to encompass the initial attack segment of aerial firefighting and has been divided into five major sections: Administration, Fire Operations, Safety, Fire Training and Maintenance; and are intended to encompass the primary aspects of a fire aviation unit operation for both fixed and rotary wing aircraft

“**Term**” shall mean any accreditation granted to an Air operations unit and shall be for a period of three (3) years. During the first six (6) months of the Term, the Agency shall complete the Accreditation Application and conduct a self-assessment of the Agency’s operations based on the latest published Standards. Thereafter, PSAAC will conduct an on-site assessment of the Air operations unit to verify compliance with the Standards, which process is designed to be completed within six (6) months

**4. Agency’s Duties and Responsibilities:** The Agency agrees to perform the following duties and responsibilities:

- a. Provide full access to all information, documents, files, records and other data as required by PSAAC to conduct an assessment of the Agency’s air operations unit, including all self-assessment documents.
- b. To provide a timely response to all communications issued by PSAAC regarding various aspects of the air operations unit.
- c. Not to perform any action or participate in any program that diminishes or adversely affects the Standards or the accreditation process.
- d. To pay all fees and costs upon receipt of invoices presented by PSAAC.
- e. The Agency shall designate an Aviation Accreditation Officer (AAO) to serve as the primary liaison between the Agency and PSAAC.

(1) The AAO shall do all things necessary to ensure that members of the air support unit fully cooperate and respond in a timely manner to all requests from PSAAC and/or the designated Assessor(s) during the self-assessment phase and throughout the entire accreditation process.

(2) The Agency acknowledges that a lack of cooperation and timely response may substantially delay the accreditation process, and could result in additional expense to the Agency.

**5. PSAAC’s Duties and Responsibilities:** PSAAC agrees to perform the following duties and responsibilities:

- a. Provide all necessary documents, forms and instructions regarding the accreditation process.
- b. To provide and assign trained assessors for the purpose of conducting an on-site assessment of the Agency’s compliance with the Standards.

- c. To promptly analyze compliance data and advise the Agency of the preliminary result of the on-site assessment and the need for additional information, as required.
  - d. To have the PSAAC Commissioners conduct a review of the findings of the assessment team and chief assessor with the Agency to determine compliance with the Standards for accreditation and the PSAAC Policy and Procedures Manual.
  - e. Upon certification of the Agency’s air operations unit for accreditation, provide the Agency with an appropriate certificate and other indicia of accreditation.
  - f. If the Agency’s air operations unit fails the accreditation process following a compliance hearing with the full PSAAC Commission, to provide the Agency the reasons for the Commission’s decision.
6. **Term:** This Agreement shall become effective when executed by both parties, the latter date of which shall be the “Effective Date”.
- a. The initial accreditation of an air operations unit shall be for a period of three (3) years and the accreditation may be renewed for an additional three (3) year period provided the agency maintains compliance with the Standards and applies for reaccreditation.
  - b. PSAAC may, at its discretion, upon request of the Agency, extend this Agreement. Any such request must be in writing and submitted to the CEO of PSAAC for consideration.

7. **Accreditation Fees and Charges:** Charges for accreditation will be based on the fee schedule below and as appropriate to the accreditation action described.

- a. Accreditation Fees:
  - i. Initial Application Fee - 10% of the applicable accreditation fee (Non-Refundable) - must be submitted with the initial application.
  - ii. Accreditation Fee - Balance of applicable fee under each category below:
    - 1) Partial payment of 40% of total fee due with the submission of self-assessment forms
    - 2) Remaining balance of total fee due after the initial site visit is completed

The following fees are all inclusive.

<u>Category</u>	<u>Description</u>	<u>Fee</u>
<b>A.</b>	<b>1 Site 1 - 2 Aircraft</b> .....	\$4,000.00
<b>B.</b>	<b>1 Site 3 – 4 Aircraft</b> .....	\$5,000.00
<b>C.</b>	<b>1 Site 5 - 8 Aircraft</b> .....	\$6,000.00
<b>D.</b>	<b>1 Site 9 or More Aircraft</b> .....	\$7,000.00
<b>E.</b>	<b>2 or More Sites – Less than 9 Aircraft</b> .....	\$8,000.00
<b>F.</b>	<b>2 or More Sites – 9 – 14 Aircraft</b> .....	\$9,000.00
<b>G.</b>	<b>2 or More Sites – 15 Aircraft or More</b> .....	\$10,000.00

**H. More than 2 sites – Fee shall be the basic cost for accreditation for the applicable 2-site category plus an additional 15% per site visited, as agreed upon to cover costs of additional assessor services.**

**All figures are in US Dollars. For international accreditation assessments outside of North America, there shall be a 15% surcharge, plus the actual cost of assessor travel.**

- b. Additional Accreditation Fees:
  - i. Multiple Accreditations – The cost for multiple concurrent accreditations is \$1,500.00 for each additional accreditation segment.
  - ii. An administrative fee, equal to 10% of the original accreditation fee, plus additional charges for assessor(s) fees will be charged to the unit if a supplemental site visit is required for any action.
- c. The parties agree that the assessment to be performed and the accreditation fee to be assessed and paid shall be in Category \_\_, as shown in this section.
- d. The initial 50% of the assessment fee shall be non-refundable when the assigned PSAAC Assessors have conducted the review of the self-assessment.
- e. Prior to the review of the self-assessment documentation from the Agency, the Agency may withdraw from the accreditation process and receive a refund of the fee paid, except the Agency shall forfeit the 10% deposit fee submitted with the initial application.

**7. Termination of Agreement:** Any time prior to the on-site assessment, the Agency may terminate this Agreement by giving written notice to PSAAC of such termination and specifying the effective date of such termination at least sixty (60) days before said termination date. PSAAC may terminate this Agreement within the same time period if the Agency fails to follow the schedule for self-assessment, fails to work and provide needed information to the Assessor(s) during the on-site assessment, or fails to pay the agreed upon fees. If the Agreement is terminated by the Agency as provided herein, PSAAC will be paid for services rendered through the date of termination.

**8. Independent Contractor Relationship:** The parties agree and acknowledge that at all times and under all circumstances, PSAAC shall be an independent contractor in connections with the services to be provided to Agency by PSAAC, its officers, directors, assessors and agents. The selection and designation of personnel of PSAAC to perform services and tasks pursuant to this Agreement shall be under the exclusive jurisdiction of PSAAC. If Agency determines that there be a potential conflict between the designated Assessor and the Agency, the Agency shall articulate the conflict to PSAAC and may request the assignment of another Assessor.

**9. Force Majeure:** Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, acts of terrorism, and governmental laws, ordinances, rules, or regulations. The Agency or PSAAC may suspend its performance on any assignment as a result of a force majeure

without being in default of this Agreement, but upon the removal of such force majeure, the Agency or PSAAC shall resume its performance as soon as is reasonably possible.

**10. Accreditation Documents:**

- a. The Agency acknowledges that its agent or air operations employees have read the following documents and agree to be bound by the terms and conditions therein during the term of this Agreement and throughout all periods of accreditation:
  - i. *Standards for Aerial Firefighting Operations (the "Standards")*, as amended from time to time.
  - ii. *PSAAC Accreditation Application Process*.
- b. The Agency agrees that PSAAC shall be the final approving authority on all matters pertaining to the application of its Standards and the accreditation process set forth in the PSAAC Policy and Procedures Manual.

**11. Copyrights and Trademarks:**

- a. PSAAC *Standards for Aerial Firefighting Operations (the "Standards")*, the *PSAAC Policy and Procedures Manual* and any PSAAC logo(s) or slogan(s) are protected under federal copyright and/or trade and service mark laws.
- b. The reproduction, alteration, distribution or its derivative works in any form or by any means is strictly prohibited, without the expressed written permission of PSAAC.
- c. The trademark or service mark of the \_\_\_\_\_ is protected under federal and international trademark laws. The Agency hereby grants to PSAAC a non-exclusive license to use the Agency logo in any publication in connection with the accreditation of the Agency's Air operations unit.

**12. Confidentiality:** PSAAC agrees that all information provided to PSAAC by the Agency shall remain confidential and shall not be released to any person or entity for any purpose whatsoever without the expressed permission of the Agency, unless otherwise directed by a court of law or disclosure pursuant to a state statutory public records law.

**13. Remedies:**

- a. **Governing Laws.** This agreement shall be governed by the laws of the State of \_\_\_\_\_.
- b. **Expressed or Implied Warranties.** The parties agree and acknowledge that PSAAC makes no warranties, implied or expressed, with regard to the accreditation of the Agency's Air operations unit or the continued compliance of the Standards by the Agency. The Agency shall be solely responsible for all ongoing and in-depth monitoring and evaluation of the Agency's activities and the quality and safety of its air support services.

- c. Waiver. Any waiver by either party of a breach of any portion of this Agreement by the other party shall not constitute a general waiver of any other breach of this Agreement.
- d. Notices: All notices between the parties shall be in writing mailed to the person executing this Agreement and the address shown in this Agreement.

14. **Indemnification:** The parties agree to indemnify and save harmless each other harmless from and against their respective sole negligence to include all fines, suits, proceedings, claims, demands or actions of any kind or nature, from anyone whomsoever, arising from or growing out of or otherwise connected with Agency's completion of Accreditation or other agreed upon use of the Standards, including the payment of reasonable attorney's fees.

**15. Closing:**

- a. Validity, Severability and Reformation. The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of \_\_\_\_\_. Any provision or part of this agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
- b. Headings. The headings of the sections of this agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.
- c. Entire Agreement. This agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. Each party acknowledges that he or she has the power and authority to execute this Agreement and to bind the Agency and PSAAC respectively to the terms, conditions and covenants contained in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date and year hereinafter written.

**Witness:**

\_\_\_\_\_  
(Name of Agency)

\_\_\_\_\_  
(Signature of Air Unit OIC)

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Witness:**

**PUBLIC SAFETY AVIATION  
ACCREDITATION COMMISSION, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

James A. DiGiovanna, CEO

Date: \_\_\_\_\_