

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

THIS AGREEMENT, entered into between the **AIRBORNE PUBLIC SAFETY ASSOCIATION, INC.**, a Delaware Non-Profit Corporation whose address for the purpose of this Agreement is 50 Carroll Creek Way, Suite 260, Frederick, Maryland 21701 (hereinafter referred to as "APSA") through its Airborne Public Safety Accreditation Commission (hereinafter referred to as "APSAC") and the **METROPOLITAN NASHVILLE POLICE DEPARTMENT** on behalf of its Air Support Unit, a law enforcement agency of the State of Tennessee whose address is 3055 Lebanon Pk., Nashville, TN 37129-6399 (hereinafter referred to as "Agency").

WHEREAS, APSA is the successor agency for the Public Safety Aviation Accreditation Commission (PSAAC) and the Airborne Law Enforcement Association (ALEA) regarding the development of *Standards For Law Enforcement Aviation Units* (the "Standards") designed to aid law enforcement agencies in the safe and efficient operation of their Air Operations Program; and,

WHEREAS, the Agency seeks to contract with APSA 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 support 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 APSA 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 public safety/ law enforcement aviation services.

"Air Support Unit" shall mean a function of an Agency responsible for all aspects of the operation of a public safety/law enforcement aviation program and the Agency's law enforcement 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 APSA to conduct review of the self-assessment and on-site assessment of an Air Support 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 law enforcement unit:

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

The scope of the Standards are to encompass all aspects of airborne law enforcement and has been divided into five major sections: Administration, Operations, Safety, Training and Maintenance; and are intended to encompass the primary aspects of law enforcement aviation unit operations for both fixed and rotary wing aircraft

3. 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 APSA to conduct an assessment of the Agency’s Air Support Unit, including all self-assessment documents.
- b. To provide a timely response to all communications issued by APSA regarding various aspects of the Air Support 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 APSA.
- e. The Agency shall designate an Aviation Accreditation Officer (AAO) to serve as the primary liaison between the Agency and APSA.

(1) The AAO shall do all things necessary to insure that members of the Air Support Unit cooperate and respond in a timely manner during the self-assessment phase, with the designated APSA Assessor(s), and throughout the whole accreditation process recognizing that a lack of cooperation and timely response may substantially delay the accreditation process, and may result in additional expense to the Agency.

4. APSA’s Duties and Responsibilities: APSA 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 APSA 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 APSAC Policy and Procedures Manual.

- e. Upon certification of the Agency's Air Support Unit for accreditation, provide the Agency with an appropriate certificate and other indicia of accreditation.
- f. If the Agency's Air Support Unit fails the accreditation process following a compliance hearing with the full APSA Commission, to provide the Agency the reasons for the Commission's decision.

6. **Term of Agreement:** This Agreement shall become effective when executed by both parties, the latter date of which shall be the "Effective Date".

- a. During the first six (6) months of the Term of Agreement, the Agency shall complete the Accreditation Application and conduct a self-assessment of the Agency's operations based on the latest published Standards. Thereafter, APSA Assessor will conduct an on-site assessment of the Air Support Unit to verify compliance with the Standards, which process is designed to be completed within six (6) months
- b. The initial accreditation of an Air Support Unit shall be for a period of three (3) years; and the Agency may seek re-accreditation for an additional three (3) year period provided the Agency successfully completes a re-accreditation assessment.
- c. APSA may, at its discretion, upon request of the Agency, extend this Agreement. Any such request must be in writing and submitted to the Chair of the APSA Commission 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. There are no additional charges for assessor(s) fees, except those listed under Section b below.

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

- G. **2 or More Sites – 15 Aircraft or More.....\$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.**

b. **Additional Accreditation Fees:**

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 "C", as shown in this section.
- d. The initial 50% of the assessment fee shall be non-refundable when the assigned APSA 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 APSA of such termination and specifying the effective date of such termination at least sixty (60) days before said termination date. APSA 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, APSA 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, APSA shall be an independent contractor in connections with the services to be provided to Agency by APSA, its officers, directors, assessors and agents. The selection and designation of personnel of APSA to perform services and tasks pursuant to this Agreement shall be under the exclusive jurisdiction of APSA. If Agency determines that there may be a potential conflict between the designated Assessor and the Agency, the Agency shall articulate the conflict to APSA 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 APSA may suspend its performance on any assignment as a result of a force majeure incident without being in default of this Agreement, but upon the removal of such force majeure incident, the Agency or APSA shall resume its performance as soon as is reasonably possible. Performance pursuant to this Agreement by either party is subject to acts beyond the parties' reasonable control thus making it impracticable or illegal to perform its obligations under this Agreement. In such event, either party may cancel or extend performance of this Agreement without penalty or liability for any one or more of such reasons by written notice

within three (3) days or as soon as practicable from one party to the other of such occurrence or receipt of notice of any of the above occurrences.

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 Law Enforcement Aviation Units (the "Standards")*, as amended from time to time.
 - ii. APSAC Accreditation Application Process.
- b. The Agency agrees that APSA shall be the final approving authority on all matters pertaining to the application of its Standards and the accreditation process set forth in the APSAC Policy and Procedures Manual.

11. Copyrights and Trademarks:

- a. *APSA Standards for Law Enforcement Aviation Units (the "Standards")*, the *APSAC Policy and Procedures Manual* and any APSA 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 APSA.
- c. The Agency hereby grants to APSA a non-exclusive license to use the Agency logo in any APSA publication in connection with the accreditation of the Agency's Air Support Unit.

12. Confidentiality: APSA agrees that all information provided to APSA 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 Tennessee.
- b. **Expressed or Implied Warranties.** The parties agree and acknowledge that APSA makes no warranties, implied or expressed, with regard to the accreditation of the Agency's Air Support 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. **Liability:** To the extent allowed by law, the parties agree to be responsible for 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.

a. **Professional Liability Insurance (including Errors & Omissions).** APSA shall provide professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract with limits of \$1,000,000.

b. **General Liability Insurance.** APSA shall provide Commercial General Liability insurance protection in the amount of \$1,000,000 per occurrence.

c. **Automobile Liability Insurance.** APSA shall provide Automobile Liability insurance in the amount of \$1,000,000 per occurrence.

Automobile and General Liability insurance shall contain or be endorsed to contain a provision that includes the Agency, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by APSA.

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 Tennessee. 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 APSA 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:

LT Mickey Yentes
(Signature of Air Support Unit OIC)

Print Name: Mickey Yentes

Title: Lieutenant

Date: 9/11/2018

(Name of Agency)

By: Michael S. Anderson

Print Name: MICHAEL S. ANDERSON

Title: COP

Date: 9-12-18

Witness:

**AIRBORNE PUBLIC SAFETY
ASSOCIATION, INC.**

Don R. Roby
Don Roby, Chairman
Airborne Public Safety
Accreditation Commission

By: Daniel B. Schwartzbach
Daniel B. Schwartzbach
Executive Director/CEO

Date: 27-AUG-18

Approved as to Legal Form and Sufficiency

Paul J. Marino
APSA Legal Counsel

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal 9/19/18
Talia Lomax-O'dneal Date
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Cynthia E. Gross 9/18/18
Assistant Metropolitan Attorney Date

APPROVED AS TO INSURANCE
REQUIREMENTS:

TSCM 9/18/18
Director of Insurance Date
Metropolitan Government

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER COMMERCIAL INS. MANAGERS 8170 LARK BROWN ROAD SUITE 102 ELKBRIDGE MD 21075	CONTACT NAME: CANDICE MUMPOWER
	PHONE (AIG, No, Ext): (410) 799-2142 FAX (AIG, No): (410) 799-3057
	E-MAIL ADDRESS: CMUMPOWER@BUSINSURE.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: ATLANTIC SPECIALTY
	INSURER B: TRAVELERS INDEMNITY CO
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-4K951463-18-42	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			680-4K951463-18-42	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF: RETENTION \$ 10,000			CUP5K122634-18-42	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB 4K952355-18-42-G	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	DIRECTORS AND OFFICERS/EPLI/FIDUCIARY PROFESSIONAL LIABILITY			105567288	02/02/2017	02/02/2020	LIMIT 1,000,000
A				ECN000050081401	11/18/2017	11/18/2018	LIMIT PER CLAIM 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATEHOLDER IS ADDED AS ADDITIONAL INSURED

CERTIFICATE HOLDER METROPOLITAN NASHVILLE POLICE DEPARTMENT TACTICAL OPERATIONS SECTION AVIATION/K-9/HORSE MOUNTED PATROL 2715 TUCKER ROAD NASHVILLE TN 37218-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	AI 008504
	AUTHORIZED REPRESENTATIVE 	