

**Arkansas Association of Chiefs of Police (AACP)
Arkansas Law Enforcement Accreditation Program (ALEAP)**

ACCREDITATION / RECOGNITION AGREEMENT

This Agreement is entered into between _____ Police Department, a duly constituted Arkansas Law Enforcement Agency (hereafter referred to as the “Applicant”) and the Arkansas Association of Chiefs of Police Law Enforcement Accreditation Program (hereafter referred to as “ALEAP”).

WITNESSETH

The Applicant and ALEAP, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid ALEAP by the Applicant herein specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein. Therefore, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties to this Agreement (a) by assessing the Applicant’s compliance with the “Standards” established by ALEAP in order for ALEAP to determine if the Applicant is eligible for Accreditation/Recognition; and (b) by maintaining compliance with those “Standards” by which they were recognized until the agency obtains reaccredited or recognized status.

1.2 Unless specifically stated otherwise, all terms and conditions stated in this Agreement apply to initial accreditation or recognition as well as any subsequent accreditation or recognition. The Applicant is responsible for complying with all terms and conditions of this Agreement during the accreditation/recognition process.

2. DEFINITIONS: The following definitions apply to terms used in this Agreement:

2.1 Accreditation Committee: A committee appointed and empowered by the Arkansas Association of Chiefs of Police to develop, revise and interpret Accreditation / Recognition “Standards”, as well as grant or deny accreditation and/or recognition to Applicants.

2.2 Accreditation: Certification from ALEAP that the Applicant is in compliance with all applicable “Standards.”

2.3 Recognition: Certification from ALEAP that the applicant has adopted AACP model policies applicable by function and is in compliance with policy requirements found therein.

2.4 Assessor: Individuals appointed by Accreditation Committee, who review the Applicant’s compliance with all “Standards,” observe the Applicant’s operations, and report their findings to the Accreditation Committee.

2.5 Agency Advisor: Individuals appointed by the Accreditation Committee to assist the Applicant in the Accreditation / Recognition process.

2.6 Standards: A list and description of Arkansas law enforcement practices and or policies that ALEAP determined to represent “Standards” for which agencies must comply.

3. APPLICANT RESPONSIBILITIES:

The Applicant agrees to:

3.1 Provide all information, using its best and honest judgment in good faith, requested by ALEAP;

3.2 Provide all documents, files, records, and other data as required by ALEAP so far as the same may be provided in accordance with laws, regulations and ordinances of the State of Arkansas, county or municipality in which the Applicant is located;

3.3 Conduct a self-assessment as to the degree of compliance with "Standards" that pertain to Applicant functions and provide full and accurate results thereof to ALEAP;

3.4 Provide one or more persons to assist ALEAP's representatives, hereafter referred to as "Assessor", in making the necessary inquiries and assessments of Applicant information relative to compliance with the "Standards," provide access to files and records, and provide necessary facilities that are requested by the Assessor; and

3.5 Respond to all Accreditation / Recognition-related communications from ALEAP within ten (10) business days from receipt thereof.

4. ALEAP RESPONSIBILITIES:
ALEAP agrees to:

4.1 Provide necessary documentation, forms and instructions regarding the accreditation or recognition process;

4.2 Provide Assessors for the purpose of conducting an on-site assessment as to the Applicant's compliance with "Standards" and provide a Agency Advisor to assist the Applicant with the accreditation or recognition process;

4.3 Promptly analyze all compliance data and advise the Applicant of (a) any need for additional information, and (b) the results of the on-site assessment;

4.4 Assess all compliance data against the "Standards" and certify the Applicant as Accredited or Recognized, if the relevant "Standards" are met and compliance is accepted by the Accreditation Committee;

4.5 If the Applicant is accredited, provide suitable indicators of Accreditation or Recognition as determined by ALEAP.

4.6 Following a review of compliance with the applicable "Standards," if the Applicant is not accredited by ALEAP at the time of review, the Applicant will be notified with the reasons for such determination within thirty (30) days.

5. TIME PERIOD COVERED BY THIS AGREEMENT:

5.1 This Agreement shall take effect when the Agreement is properly executed by the Applicant and ALEAP's authorized representative sign the Agreement.

5.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

1. Failure to achieve Accreditation / Recognition within twenty-four (24) months of ALEAP's

acceptance of this Agreement except as provided in Section 5.3; or

2. Upon written notice by the Applicant that the Applicant intends to withdraw from the accreditation/recognition process; or
3. Upon termination pursuant to Section 6.2 hereof; or
4. Upon notification pursuant to Section 15, that the Applicant cannot maintain compliance with “Standards” set forth by ALEAP; or
5. Upon failure of the Applicant to pay all fees and costs required by this Agreement relating to the Applicant’s accreditation or recognition within the time mandated, except that the Agreement may be extended pursuant to Section 5.3; or
6. Upon expiration or revocation of the Applicant’s Accredited or Recognized Status.

5.3 The Applicant may submit a written request to ALEAP to extend this Agreement in order to comply with the relevant “Standards” for Accreditation or Recognition. The Accreditation Committee, in its discretion, may grant an extension and the Applicant shall pay an additional fee equal to the initial application fee.

5.4 The initial Accreditation or recognition period shall be for forty-eight (48) months from the date the Applicant is approved for Accreditation or recognition.

5.5 Re-accreditation or Extension of Recognition: The Applicant must execute a Re-accreditation Agreement at least twelve (12) months prior to the expiration of their Accredited or Recognized Status. The terms and conditions of Re-accreditation/extension of recognition shall be as agreed upon in the Re-Accreditation Agreement. Failure to timely execute a Re-Accreditation Agreement with ALEAP may result in the lapse of the Applicant’s Accredited/Recognized Status.

6. MODIFICATIONS:

6.1 Applicant shall not make any modifications to this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

6.2 The Applicant recognizes and acknowledges that it may be necessary for ALEAP to make reasonable modifications and amendments to the Agreement and other related documents, including but not limited to the Accreditation / Recognition “Standards” and procedures thereto and hereby agrees to endorse and agree to all modifications and amendments. Applicant shall be notified of such modifications and/or amendments in writing. In the event the Applicant refuses or is unable to comply with any modifications or amendments, ALEAP reserves the right to terminate this Agreement after due consideration thereof by giving written notice as required by Section 17. Applicant will be given reasonable opportunity to justify Applicant’s inability to adopt any or all modifications or amendments prior to ALEAP terminating this agreement.

6.3 Applicant must utilize the most current edition of the ALEAP “Standards” Manual at the time of signing this Agreement.

7. TIME AND MANNER OF PAYMENT:

7.1 The Applicant must remit the first year’s fee, as shown in 7.1(a), within thirty (30) day of being notified in writing of the acceptance by ALEAP of the Agreement. Annual fees are due on the

anniversary date of the Agreement. The amount due is based on application for Recognized status or Accredited status. Accredited status is based on the number of sworn personnel in the Applicant's agency. These fees may be changed by ALEAP after written notification to all Applicants and Accredited/Recognized agencies. This fee is not refundable. Applicant understands and agrees that payment of any fee or expenses does not ensure in anyway or manner that Applicant will become or remain an Accredited agency.

7.1(a) Annual Fee Schedule For Accreditation and Recognition Programs:

Number of Sworn Personnel

1-10	\$ 250.00
11-20	\$ 500.00
21-50	\$ 750.00
51-75	\$1,000.00
75-150	\$1,500.00
150 or more	\$2,000.00
CALEA Agency	\$ 250.00

7.2 Applicant agrees to pay for actual costs incurred by ALEAP for on-site assessment. This includes travel, lodging, meals and any other necessary incidentals to the on-site assessment.

8. NEWS RELEASES:

8.1 ALEAP shall have the right to identify the Applicant in a news release and any publicity program that ALEAP deems appropriate after the Applicant's on-site review has been completed and the Applicant has obtained Accredited or Recognized status.

8.2 The Applicant shall provide ALEAP with a copy of all its news releases or publicity material concerning its Accreditation/Recognition activities upon request.

9. ALEAP AS AN INDEPENDENT CONTRACTOR:

In all matters pertaining to this Agreement, ALEAP shall be acting as an independent contractor and neither ALEAP, nor any officer, employee or agent, thereof will be deemed an employee of the Applicant. The selection and designation of the ALEAP representative, as it relates to performance of its responsibilities under this Agreement, shall be made by the Arkansas Association of Chiefs of Police.

10. INTEGRATION:

This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

11. SEVERABILITY:

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

12. WARRANTY NOT INTENDED OR IMPLIED:

It is understood that ALEAP's award of accreditation or recognition does not constitute a warranty, expressed or implied, of total or continued compliance by the Applicant with all applicable "Standards" of Accreditation / Recognition and further, that it is not a substitute for the Applicant's ongoing and in depth monitoring and evaluation of its activities and quality of its services.

13. APPLICABLE LAW:

This agreement shall be governed and construed in accordance with the laws of the State of Arkansas.

14. MAINTAINING THE APPLICANT'S ACCREDITED OR RECOGNIZED STATUS:

14.1 If the Applicant is awarded Accredited or Recognized Status by ALEAP, the Applicant agrees to remain in compliance with those "Standards" under which Accreditation/Recognition is awarded. After an award of Accreditation/Recognition, the Applicant agrees to (a) file an annual report that certifies its continuing compliance on a form approved by ALEAP and (b) promptly notify ALEAP when it cannot or chooses not to maintain compliance with "Standards" under which it was Accredited or Recognized.

14.2 If ALEAP has determined that reasonable grounds exist to believe that an agency is not in compliance with the "Standards" under which Accreditation or Recognition was awarded, ALEAP may require an on-site review (full or partial) at any time during the Applicant's accreditation/recognition period at the Applicant's expense. ALEAP may revoke Accredited or Recognized status if the review indicates that the Applicant is not in compliance with the "Standards" under which it was Accredited/Recognized or may take such other action as ALEAP deems appropriate.

15. WAIVER:

Any waiver by ALEAP of any breach of this Agreement by the Applicant shall relate only to that particular breach and shall not amount to a general waiver.

16. NOTICE:

Any notice between the parties shall be in writing to the addresses as specified in this Agreement or to such other address as either party may specify in writing in accordance with this section. Notice, with respect to the terms and conditions of this Agreement, to be effective, shall be by registered, certified or express mail.

17. HEADINGS:

The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

18. CONSENT TO BE BOUND:

18.1 The Applicant has read and agrees to and accepts the conditions set forth by the Arkansas Association of Chiefs of Police -ALEAP and its Accreditation or Recognition process.

18.2 This Agreement has been approved by all necessary Applicant action and the persons signing on behalf of the Applicant certifies they are duly authorized to sign and bind the Applicant to all

terms and conditions. The Head of the Agency making application and the Official Head of the governmental entity responsible for the Agency must sign the Application.

IN WITNESS WHEREOF, the Applicant has caused this Agreement to be executed on:
(date) _____.

On Behalf of the Governmental Entity:

Signature

Name (typed/printed)

Title

On Behalf of the Agency:

Signature

Name typed or printed

Title

Name of Agency

Address

On Behalf of ALEAP:
(Date) _____

BY: _____

ALEAP Chairman of the Board
AACP
1020 W. 4th St., Suite 400
Little Rock, Arkansas
72201