

**ARKANSAS ASSOCIATION OF CHIEFS OF POLICE (AACP)
ARKANSAS LAW ENFORCEMENT ACCREDITATION PROGRAM (ALEAP)**

Tier I Advanced & Tier II Basic ACCREDITATION AGREEMENT

This Agreement is entered into between the _____ Department, a duly constituted Arkansas Law Enforcement Agency (hereafter referred to as the “Applicant”), and the Arkansas Association of Chiefs of Police (AACP) 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 by the Applicant to ALEAP 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 relationship between, and set the responsibilities of, the parties to this Agreement by assessing the Applicant’s compliance with the “Standards” established by ALEAP for Accreditation / Recognition with ALEAP; and (b) by ensuring the Applicant is maintaining compliance with the “Standards” for which they were recognized.

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 by 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 Tier 1 Accreditation: Certification from ALEAP that the Applicant is in compliance with all applicable “Standards.”

2.3 Tier 2 Accreditation: 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” with which agencies must comply.

3. APPLICANT RESPONSIBILITIES:

The Applicant agrees to:

3.1 Provide all information requested by ALEAP in good faith.

3.2 Provide all documents, files, records, and other data as required by ALEAP in compliance 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 to determine compliance with applicable “Standards” and provide the results of the self-assessment to ALEAP;

3.4 Provide one or more persons to assist the “Assessor” by providing access to files and records, making inquiries, providing necessary facilities, and interpreting Applicant information related to compliance with “Standards.”

3.5 Respond to all Tier 1 & 2 Accreditation 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 of the Applicant’s compliance with “Standards,” and provide an Agency Advisor to assist the Applicant with the accreditation or recognition process;

4.3 Promptly analyze all compliance data and advise the Applicant of any need for additional information;

4.4 Provide the results of the on-site assessment to the Applicant;

4.5 Assess all compliance data using the “Standards” and certify the Applicant as Tier 1 Accredited or Tier 2 if the Accreditation Committee determines that the relevant “Standards” are in compliance and accepted;

If the Applicant is accredited, provide suitable indicators of either Tier 1 or Tier 2 as determined by ALEAP.

4.6 Following a review of compliance with the applicable “Standards,” if the Applicant is not Accredited by ALEAP, the Accreditation Committee will notify the Applicant in writing of the reasons for such determination within thirty (30) calendar days of the decision.

5. TIME PERIOD COVERED BY THIS AGREEMENT:

5.1 This Agreement shall take effect upon proper execution by all authorized representatives of both the Applicant and ALEAP.

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

1. Failure to achieve Accreditation within twenty-four (24) months of the final execution 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 Program
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 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 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. 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 period shall be for forty-eight (48) months from the date the Applicant is approved for Accreditation.

5.5 Re-Accreditation: The Applicant must execute a Re- Accreditation Agreement at least twelve (12) months prior to the expiration of their Accredited Status. The terms and conditions of Re-Accreditation 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 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 “Standards” and procedures thereto and hereby agrees 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 16. 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 comply with the most recent 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) calendar days of being notified in writing of the final execution of the Agreement by ALEAP. Annual fees are due on the anniversary date of the final execution of Agreement. The amount due is based on

application for or Accredited status. Accredited status is based on the number of sworn personnel in the Applicant’s agency. These fees may be amended by ALEAP after written notification to all Applicants and Accredited agencies. This fee is not refundable. Applicant understands and agrees that payment of any fee or expense does not ensure in any way or manner that the Applicant will become or remain an Accredited agency.

7.1(a) Annual Fee Schedule for Accreditation Tier 1 & Tier 2

Number of Sworn Personnel	Tier 1 Accreditation	Tier 2 Accreditation
1-10	\$ 250.00	\$250.00
11-20	\$ 500.00	\$375.00
21-50	\$ 750.00	\$500.00
51-75	\$1,000.00	\$625.00
75-150	\$1,500.00	\$750.00
150 or more	\$2,000.00	\$1,000.00
All CALEA Agencies	\$250.00	\$250.00

7.2 Applicant agrees to pay for actual costs incurred by ALEAP for on-site assessment as provided under the State of Arkansas travel regulations. 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 or other publicity program that ALEAP deems appropriate, after the Applicant’s on-site review is completed and the Applicant has obtained Accredited status.

8.2 Upon request of ALEAP, the Applicant shall provide a copy of any news releases or publicity material to ALEAP concerning its Accreditation activities.

9. ALEAP AS AN INDEPENDENT CONTRACTOR:

In all matters pertaining to this Agreement, ALEAP shall act 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(s), 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 does not constitute a warranty, expressed or implied, of total or continued compliance by the Applicant with all applicable "Standards" of Accreditation 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 STATUS:

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

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 was awarded, ALEAP may require an on-site review (full or partial) at any time during the Applicant's Accreditation period at the Applicant's expense. ALEAP may revoke Accredited status if the review indicates that the Applicant is not in compliance with the "Standards" under which it was Accredited 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 process.

18.2 The Applicant hereby certifies that all persons signing on behalf of the Applicant 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 Behalf of the Governmental Entity:

Signature

Date

Name (typed or printed)

Title

On Behalf of the Agency:

Signature

Date

Name (typed or printed)

Title

Name of Agency

Address

City / State/ Zip Code

On Behalf of ALEAP:

Signature

Date

ALEAP Chairman of the Board (print name)

AAACP

301 West 2nd Street

Little Rock, AR 72115-0038