

UTAH LAW ENFORCEMENT AGENCIES
PROFESSIONAL ACCREDITATION STANDARDS AGREEMENT

(Revised July, 2018)

This Agreement is entered into between _____

With headquarters located at _____ Zip _____

Telephone Number _____, hereafter referred to as the "Agency" and the Utah Chiefs of Police Association Accreditation Alliance, hereafter referred to as the "Board".

WITNESSETH

The Agency and the Board, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to the Board as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants herein, **WHEREFORE** each party covenants and agrees as follows:

A. PURPOSE OF THIS AGREEMENT:

- (1) The purpose of the Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement: (a) by the Board assessing the Agency's compliance with applicable State standards established by the Board in order for the Board to determine if the Agency is eligible for designation as accredited; and (b) by the Agency's maintaining compliance with those State standards by which they were accredited.

B. AGENCY'S RESPONSIBILITIES: The agency agrees to:

- (1) Provide all information, using its best and honest judgment in good faith, requested by the Board.
- (2) Provide all documents, files, records, and data as required by the Board so far as the same may be provided in accordance with laws, regulations, and ordinances of the State of Utah, respective County, locality, or municipality in which the Agency is located.
- (3) Conduct a self-assessment as to compliance with applicable State standards and provide full and accurate results thereof to the Board.
- (4) Provide one or more persons to assist the Board's representative(s), hereafter referred to as the "Assessors", in making the necessary inquiries and assessments of the Agency information relative to compliance with applicable standards; provide access to files and records; and provide necessary facilities that are requested by the Assessors.

- (5) Respond to all communications from the Board within fifteen (15) business days from the receipt thereof.

C. BOARD'S RESPONSIBILITIES: The Board agrees to:

- (1) Provide necessary documentation, forms, and instructions regarding the State accreditation process
- (2) Provide Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.
- (3) Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.
- (4) Conduct a Board hearing and certify the Agency as accredited if the relevant State standards are complied with.
- (5) If the Agency is accredited, provide a certificate.

- (6) If the agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for the Board's decision.

D. AGENCY'S APPEAL PROCESS:

- (1) If the Agency is not accredited following an examination of compliance with applicable standards, the Agency may appeal the Board's decision.
- (2) The appeal shall be in writing and submitted to the Board no later than fifteen (15) days after receiving the Board's decision of non-compliance.
- (3) The appeal shall include the reason(s) the Agency believes the Board's decision should be reconsidered.
- (4) The appeal shall provide the necessary documentation to support the Agency's position.
- (5) Upon reviewing the Agency's appeal, the Board shall provide their response in writing to the Agency.

E. TIME PERIOD COVERED BY THIS AGREEMENT:

- (1) This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Board President, acting on its behalf, sign the Agreement. This Agreement shall be effective upon signing by the second party.
- (2) The terms and covenants of this Agreement shall terminate in the following circumstances:
 - (a) Upon execution of a Reaccreditation Agreement between the Agency and the Board; or
 - (b) Upon expiration of the thirty-sixth (36) month following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time; or
 - (c) Upon written notice by the Agency that it withdraws from the accreditation process; or

- (d) Upon termination pursuant to Section E (2) hereof; or
 - (e) Upon expiration of the Agency's accredited status.
- (3) The Board may, at its discretion, upon request by the Agency, extend this Agreement.

F. MODIFICATION:

- (1) There shall be no modifications of this Agreement except in writing, signed by both parties and executed with the same formalities as this Agreement.
- (2) The Agency recognizes and acknowledges that it will be necessary for the Board to make reasonable modifications and amendments to this Agreement and other related documents, including but not limited to the State accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments, which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, the Board reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered mail, return receipt requested, that in the event of the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement is terminated.

G. TIME AND MANNER OF PAYMENT:

- (1) The Agency will pay the Board the sum of _____ upon signing this Agreement by the Agency's Chief Executive Officer.
- (2) If the Agency is subsequently determined ineligible to apply for participation in the State accreditation program, a full refund of such sum will be paid to the Agency, less any application fees. If an agency withdraws from the State accreditation process after the on-site assessment, no refund will be paid. If the Agency withdraws from the State accreditation process prior to the on-site assessment, the Agency will receive a refund of the amount paid, less any application fees.
- (3) If the Agency requires more than thirty-six (36) months to complete a successful on-site assessment, the Agency will notify the Board in writing as to why the extension is needed. The decision to approve this request shall be on a case-by-case basis. A nonrefundable fee (to be determined by the Board) may be charged to cover any expenses incurred by the Board as a result of the extension.

H. CONFIDENTIALITY:

- (1) The Board shall receive and hold confidential any and all reports, files, records, and other data obtained from the Agency pursuant to the Agreement. The Board shall not disclose, distribute, or release to any person or organization, except authorized Agency officials, employees, or agents, or upon order of any court, state or federal, any materials or contents thereof, either provided by the Agency or developed by the Board in the furtherance of its responsibilities under this Agreement.

- (2) All inquiries made to the Board concerning an Agency in the State accreditation process will be directed to the Agency's Chief Executive Officer.

I. THE BOARD AS AN INDEPENDENT PARTY:

- (1) In all matters pertaining to the Agreement, the Board shall be acting as an independent party, and neither the Board nor any officer, employee, or agent of the Board will be deemed an employee of the Agency. The selection and designation of the personnel of the Board in performance of its responsibilities under this Agreement shall be made by the Board.
- (2) In all matters pertaining to this Agreement and the relationship between the parties thereto, the Board chair will act in the name of the Board.

J. INDEMNIFICATION

- (1) The Agency shall indemnify and hold harmless the Board from all claims, demands, suits, and actions of the Board as a result of the distribution by the Agency to third persons of any reports, results of analyses, recommendations, or other communications furnished to it by the Board.
- (2) The Agency shall indemnify and hold harmless the Board, its officers, employees, and agents from any and all liability, loss, or damage, which may be suffered or incurred as a result of claims, demands, suits, or actions arising out of the performance of either party to this Agreement.
- (3) The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of the Section J.
- (4) The Board shall indemnify and hold harmless the Agency from all claims, demands, suits, or costs arising from or as a result of the Board breaching this Agreement in any way, including confidentiality provision, Section H.

K. INTEGRATION:

- (1) 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 verbal or written, between the parties hereto.

L. SEVERABILITY:

- (1) 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.

M. MAINTAINING THE AGENCY'S ACCREDITATION STATUS:

- (1) When the Agency is awarded accreditation by the Board, the Agency agrees to maintain compliance with those applicable State standards under which accreditation was awarded. After award of accreditation, the Agency agrees to: (a) file applicable reports to the Board that testify to its continuing compliance; and (b) promptly notify the Board when it cannot or does not maintain compliance with applicable State standards.
- (2) Accreditation is awarded for a sixty (60) month period immediately following Board approval. To continue its accredited status, the Agency shall file a written request with the Executive Director for a reaccreditation review thirty (30) days prior to the expiration of the sixty (60) month period. In addition the agency will abide by a yearly report of activity and compliance as set forth by the board and agree to a three (3) year review of continued compliance.

N. NOTICE:

- (1) Any notice between the parties shall be in writing and sent postage prepaid, to the address as specified in the preamble of the Agreement or to such other address as either party may specify in writing in accordance with this Section N.

O. HEADINGS:

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

INSURANCE INFORMATION:

Agency Insurer:

Utah Local Governments Trust

Utah Risk Management Mutual Association (URMMA)

Other: Please List

Does the Agency wish to be reimbursed for accreditation costs: Yes No

Note: If the agency is not covered by one of the above insurers, the Board will attempt to contact the agency insurer and request reimbursement. The agency may choose to have Utah Local Government Trust cover the accreditation costs (Please refer to the Utah Chiefs Accreditation Process Form for specifics and stipulations).

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed on

_____, 20_____

WITNESS:

By _____
Name

By _____
Name

Title

Title

IN WITNESS WHEREOF, the Board has caused this Agreement to be executed by the Board, Acting on its behalf, on _____, 20_____

Utah Chiefs of Police Association Representative:

By _____
Name

Signature

Title: Executive Director