



A Program of the Maine Chiefs of Police Association
www.mainechiefs.com

ACCREDITATION AGREEMENT

This Agreement is entered into between _____ agency, a duly constituted Maine Law Enforcement Agency (hereafter referred to as the "Applicant") and the Maine Chiefs of Police Association Law Enforcement Accreditation Program (hereafter referred to as "MLEAP").

WITNESSETH

The Applicant and MLEAP, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid MLEAP 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 MLEAP in order for MLEAP to determine if the Applicant is eligible for Accreditation; and (b) by maintaining compliance with those "Standards" by which they were recognized until the agency obtains reaccredited status.

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

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

2.1 Accreditation Committee: A committee appointed and empowered by the Maine Chiefs of Police Association to develop, revise and interpret Accreditation "Standards", as well as grant or deny accreditation to Applicants.

2.2 Accreditation: Certification from MLEAP that the Applicant is in compliance with all applicable "Standards."

2.3 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.

2.4 Standards: A list and description of Maine law enforcement practices and or policies that MLEAP 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 MLEAP;

3.2 Provide all documents, files, records, and other data as required by MLEAP so far as the same may be provided in accordance with laws, regulations and ordinances of the State of Maine, 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 MLEAP;

3.4 Provide one or more persons to assist MLEAP'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 related communications from MLEAP within ten (10) business days from receipt thereof.

4. MLEAP RESPONSIBILITIES: MLEAP agrees to:

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

4.2 Provide Assessors for the purpose of conducting an on-site assessment as to the Applicant's compliance with "Standards";

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, 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 as determined by MLEAP.

4.6 Following a review of compliance with the applicable "Standards," if the Applicant is not accredited by MLEAP 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 MLEAP'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 within twenty-four (24) months of MLEAP'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 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 MLEAP; 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 MLEAP 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 thirty-six (36) 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 MLEAP 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 MLEAP 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 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, MLEAP 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 MLEAP terminating this agreement.

6.3 Applicant must utilize the most current edition of the MLEAP "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) days of being notified in writing of the acceptance by MLEAP of the Agreement. Annual fees are due on the anniversary date of the Agreement. The amount due is based on application for Accredited status. The annual fee for Accreditation is \$500.00 and \$250.00 for a CALEA Accredited Agency. These fees may be changed by MLEAP after written notification to all Applicants and Accredited agencies. This fee is not refundable. Applicant understands and agrees that payment of any fee or expenses does not ensure in any way or manner that Applicant will become or remain an Accredited agency.

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

8. NEWS RELEASES:

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

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

9. MLEAP AS AN INDEPENDENT CONTRACTOR:

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

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 MLEAP'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 Maine.

14. MAINTAINING THE APPLICANT'S ACCREDITED STATUS:

14.1 If the Applicant is awarded Accredited Status by MLEAP, 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 that certifies its continuing compliance on a form approved by MLEAP and (b) promptly notify MLEAP when it cannot or chooses not to maintain compliance with "Standards" under which it was Accredited.

14.2 If MLEAP has determined that reasonable grounds exist to believe that an agency is not in compliance with the "Standards" under which Accreditation was awarded, MLEAP may require an on-site review (full or partial) at any time during the Applicant's accreditation period at the Applicant's expense. MLEAP 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 MLEAP deems appropriate.

15. WAIVER:

Any waiver by MLEAP 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:

8.1 The Applicant has read and agrees to and accepts the conditions set forth by the Maine Chiefs of Police Association -MLEAP and its Accreditation 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 _____

Title _____

On Behalf of the Agency:

Signature _____

Name typed or printed _____

Title _____

Agency _____

Address _____

On Behalf of MLEAP:

(Date) _____

BY: _____

MLEAP Chair of the Committee
MCOPA, P.O. Box 2431, South Portland, Maine 04116