

**STATE OF GEORGIA
LAW ENFORCEMENT
CERTIFICATION PROGRAM**

(REVISED DECEMBER, 2014)

AGENCY APPLICATION & PARTICIPATION AGREEMENT

The Agency Application and Participation Agreement (hereinafter the "Agreement") is entered into between the:

(hereinafter referred to as the "Agency") and the Georgia Association of Chiefs of Police (hereinafter referred to as the "Association").

I. APPLICATION

The _____ ("Agency") hereby applies to participate in the State of Georgia Law Enforcement Certification Program (GLECP) and affirms that it is committed to earning certification in accordance with the requirements set forth by the Association. The Agency and the Association agree to the provisions and terms set forth in this Agency Application and Participation Agreement, and to be bound by them in the execution of the Agreement.

A. AGENCY

Name of Law Enforcement Agency:

Address:

Telephone: () _____ FAX: () _____

County: _____

Number of Authorized Full-time Sworn Personnel: _____

Number of Authorized Full-time Civilian Personnel: _____

Number of Authorized Part-time Sworn Personnel: _____

Number of Authorized Part-time Civilian Personnel: _____

Service Area Population: _____ Square Miles: _____

Agency Chief Executive Officer: _____

Certification Contact Person: _____

Telephone: () _____ FAX: () _____ E-mail: _____

All correspondence should be sent to the agency at: (if different from above)

B. ASSOCIATION

The official address of the Association for all matters relating to the Certification Program is:

Mark Bender
Director of the State of Georgia Law Enforcement
Agency Certification Program
Georgia Association of Chiefs of Police
3500 Duluth Park Lane
Suite 700
Duluth, Georgia 30096
Telephone: 770-495-9650
E-mail: certification@gachiefs.com

II. PARTICIPATION AGREEMENT

The Agency and Association agree as follows:

A. PURPOSE AND LIMITATIONS OF THIS AGREEMENT

1. The purpose of this Agreement is to establish the terms of the relationship between the Agency and the Association and to establish their mutual responsibilities in the certification process.
2. It is understood that the Agency is not legally bound to participate in the Certification Program and that any responsibilities or expenses incurred by the Agency pursuant to this Agreement have been assumed voluntarily.
3. It is further understood that the Agency participation in the Certification Program is contingent upon the continued approval of the chief executive officer of the Agency and the governing body.

B. AGENCY RESPONSIBILITIES

The Agency agrees to:

1. Provide all information requested by the Association in good faith and to the best of the Agency's knowledge and honest judgment. Such information should include documents, files, records, and other data required by the Association insofar as they may be provided in accordance with the laws and regulations of the State of Georgia and of the municipality/county of which the agency is a part.
2. Cooperate fully with the Association assessors during the on-site verification of the Agency's compliance with program standards. The agency further agrees to provide all necessary files, records, and facilities requested by the assessors.
3. Pay the Association a non-refundable application fee of \$375.00. The application expires three (3) years from the date of execution. The application fee is waived upon agency recertification.
4. Pay for the costs of assessors' travel, including gas, lodging, and parking, and \$75.00 per diem for the Team Leader and \$50.00 per diem for the assessor to cover meals and incidentals during the on-site evaluation. The per diem should be available to the assessment team upon their arrival at the agency.
5. If an agency is awarded a conditional certification by the Joint Review Committee (JRC) and a re-visit is necessary to insure compliance with any standard(s) found not in compliance during the initial on-site, the agency shall be responsible for a fifty dollar (\$50) per diem fee for the assessor conducting the re-visit.
6. Once certified, pay the Association an annual fee of \$375.00 during the entire certification period. This fee must be paid within sixty (60) days of the invoice due date of April 1st each year. (See "F. PENALTIES")
7. Agency will provide a minimum of one State Certified Assessor.
8. In order to maintain the integrity of the GLECP, the Association retains the right to conduct a follow-up inspection of an agency's certification files at any time during the contract period (36 months) after the agency is awarded certification. This inspection shall be done by the Director of the GLECP, or his/her designee. The purpose of this inspection is to insure that the certified agency is maintaining certification files on a timely and consistent basis. This inspection in no way constitutes any type of mock assessment nor is the agency responsible for any expenses. If, in the opinion of the person conducting the inspection, the files are found to be inadequate or insufficient, a letter to the CEO will be sent from the Association to

inform the CEO of potential problems with the certification files. The purpose of this inspection is to help agencies with difficult standards and to maintain a level of performance needed to retain future certification.

C. ASSOCIATION RESPONSIBILITIES

The Association agrees to:

1. Provide all publications, documents, forms, instructions, and assistance as necessary for the Agency to participate in the certification process.
2. Provide trained assessors to the Agency for the purposes of conducting an on-site assessment of Agency compliance with relevant standards.
3. Review and evaluate all information and findings obtained from the assessment and advise the Agency of the results thereof.
4. Provide formal certification and other necessary materials to the Agency in recognition of the certification status.
5. If certification is not granted, advise the Agency of the reason for denial and the necessary steps to gain certification.
6. Send the Agency an invoice for the annual fee once the Agency is certified.

D. LENGTH OF CERTIFICATION

Certification shall be for a period of 36 months. Agencies wishing to be re-certified at the end of this term will be expected to follow a procedure similar to the initial certification process and to comply with all guidelines then in effect.

E. MAINTENANCE OF AGENCY CERTIFICATION STATUS

1. Upon Certification by the Association, the Agency shall maintain compliance with all certification standards.
2. The Agency agrees to submit an annual report attesting to its continued compliance with all applicable standards. The Agency will notify the Association in the event that it cannot maintain compliance with any of the required standard(s).

F. PENALTIES

Certified Agencies that fail to pay the annual fee within sixty (60) days of the due date of April 1st will be invoiced an additional penalty fee of twenty-five dollars (\$25.00). If the annual fee has not been paid within ninety (90) days of the due date of April 1st, the Agency's Certification may be suspended by the Joint Review Committee.

G. MISCELLANEOUS

1. This agreement shall take effect upon execution by authorized representatives of the Agency and the Association.
2. The Agency retains the right to terminate this Agreement for any reason by submitting written notice to the Association that the Agency intends to withdraw from the certification process. In this event, all fees and costs paid to the Association by the Agency during and in connection with the certification process are nonrefundable.
3. The Association retains the right to terminate this Agreement if it determines that the Agency is not acting in good faith to honor the terms of the Agreement. The Association will submit written notice to the Agency's Chief Executive Officer if it chooses to exercise this privilege.
4. This document contains the full agreement of both parties. The parties to this Agreement acknowledge that there are no provisions, terms, or obligations other than those set forth herein.
5. The Georgia Association of Chiefs of Police or its designee will act on behalf of and in the name of the Association in all matters pursuant to this Agreement.
6. All disputes relative to this Agreement or any other matters pertaining to certification will be resolved by the Association following a hearing in which Agency representatives may participate.
7. **Unless otherwise terminated by the Association or the Agency, this Agreement shall terminate on the _____ day of _____, _____ . (To be completed by the Association)**

III. EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year appearing opposite the respective signatures.

Georgia Association of Chiefs of Police:

Signature / Director of State Certification Date

Agency Chief Executive Officer:

Signature / Title Date

Governmental Body Chief Executive Officer:

Signature / Title Date