

TAB 8



City of Palmetto Agenda Item

Meeting Date

1/25/10

Presenter: Chief Lowe **Department:** Police Department

Title:
Reaccreditation Agreement

The Palmetto Police Department is due for its agency reaccreditation, this year. This process will consist of a mock on-site assessment (March 23rd thru March 25th) and a formal on-site assessment (July 27th thru July 29th). These on-site assessments will culminate with the Department being recommended for reaccreditation this coming October. The Palmetto Police Department goes through this cycle every three years. As a part of this process, the Palmetto Police Department has been asked to enter into another reaccreditation agreement with the Commission for Florida Law Enforcement Accreditation (for the next three year accreditation cycle).

There are limited expenses associated with our Department's ongoing accreditation with the Commission for Florida Law Enforcement Accreditation. These expenses are included in the Department's annual operating budget. This year, these budgeted expenses will include:

Mock on-site assessment:
 \$100.00 for refreshments, paper products, and office items for assessors.
 \$200.00 for breakfast, lunch, and dinner for three assessors for three days.
 Local assessors have been invited to eliminate the cost of lodging.

Formal on-site assessment:
 \$100.00 for refreshments, paper products, and office items for assessors.
 \$200.00 for breakfast, lunch, and dinner for three assessors for three days.
 \$1125.00 for lodging three assessors for three nights.

\$1000.00 Commission fee (for next three years).
 \$300.00 annual proprietary software fee

Total \$3025.00

Budgeted Amount:	\$5,000.00	Budget Page No(s):	71	Available Amount:	\$3,625.00	Expenditure Amount:	\$3,025.00
	0				0		0

Additional Budgetary Information:

Funding Source(s):	<input type="text"/>	Sufficient Funds Available:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Budget Amendment Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Source:	<input type="text"/>
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City Attorney Reviewed:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Advisory Board Recommendation:	<input type="checkbox"/> For <input type="checkbox"/> Against <input checked="" type="checkbox"/> N/A	Consistent With:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	<input type="text"/>
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Potential Motion/Direction Requested:

Staff Contact:

Attachments:



**Commission for Florida Law Enforcement
Accreditation, Inc.**

3504 Lake Lynda Drive, Suite 380 ~ Orlando, FL 32817
(800) 558-0218 ~ (407) 897-2828 ~ Fax (407) 275-4174

January 6, 2010

Chief Garry Lowe
Palmetto PD
1115 Tenth Street West
Palmetto, FL 34221

Dear Chief Lowe:

Your agreement requires you to notify the Commission of your intent for reaccreditation. Please sign both of the enclosed Reaccreditation Agreements and return them to me. An original agreement will be forwarded to you upon signature of the Executive Director.

If I can provide assistance or answer any questions, please do not hesitate to contact me.

Thank you for your continued support and cooperation, and I look forward to hearing from you soon!

Sincerely,

Deborah J. Moody
Program Manager

Enclosures

REACCREDITATION AGREEMENT

This Agreement is entered into between the Palmetto Police Department, with offices at 1115 Tenth Street West, Palmetto, FL 34221, hereafter referred to as the "Applicant", and the Commission for Florida Law Enforcement Accreditation, Inc., a Florida not-for-profit corporation, at 3504 Lake Lynda Drive, Suite 380, Orlando, Florida 32817, hereafter referred to as the "Commission".

WITNESSETH

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

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the continued relationships between, and set the continued responsibilities of, the parties to this Agreement by assessing the Applicant's continued compliance with the standards established by the Commission in order for the Commission to determine if the Applicant is eligible for reaccredited status.

1.2 Unless specifically stated otherwise, all terms and conditions stated in this Agreement apply to reaccreditation and the Applicant is responsible for complying with all terms and conditions of this Agreement during the reaccreditation process.

2. APPLICANT RESPONSIBILITIES:

The Applicant agrees to:

2.1 Provide all information, using its best and honest judgement in good faith, requested by the Commission.

2.2 Provide all documents, files, records, and other data as required by the Commission so far as the same may be provided in accordance with laws, regulations, and ordinances of the county and locality, or municipality in which the Applicant is located.

2.3 Conduct a self-assessment as to the degree of compliance with standards that pertain to agency functions and provide full and accurate results thereof to the Commission.

2.4 Provide one or more persons to assist the Commission's representatives, hereafter referred to as the "Assessors", in making the necessary inquiries and assessments of agency information relative to compliance with the standards, provide access to files and records, and provide necessary facilities that are requested by the Assessors.

2.5 Respond to all communications from the Commission within ten (10) business days from the receipt thereof.

2.6 An applicant seeking reaccreditation by comparative compliance must satisfy the Commission standards found as Appendix B in the current edition of the Florida Standards Manual.

2.7 If the Applicant received reaccredited status by comparative compliance, the Applicant must notify the Commission in writing upon the expiration, revocation, or withdrawal of Applicant's reaccredited status with the Commission on Accreditation for Law Enforcement Agencies, Inc., (C.A.L.E.A)

3. COMMISSION'S RESPONSIBILITIES:

The Commission agrees to:

3.1 Provide necessary documentation, forms and instructions regarding the reaccreditation process.

3.2 Provide Assessors for the purpose of conducting an on-site assessment as to the Applicant's continued compliance with standards.

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

3.4 Assess all compliance data against the standards and certify the Applicant as reaccredited if the relevant standards are met and compliance is accepted by the Commission.

3.5 If the Applicant is reaccredited, provide (a) a certificate, or (b) additional indications of reaccreditation, if necessary.

3.6 Following an examination of compliance with the applicable standards, if the Applicant is not reaccredited by the Commission at the time of review, the Applicant will be notified with the reasons for such determination within 30 days.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

4.1 This Agreement shall take effect when the Applicant's Chief Executive Officer, or authorized representative and the Commission's authorized representative sign the Agreement and shall remain in effect for three years from the date the Commission certifies the Applicant as reaccredited at a general meeting.

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

(a) Failure to achieve reaccreditation not longer than the three (3) year anniversary date of the last accreditation/reaccreditation; except as provided in Section 4.3; or

(b) Upon written notice by the Applicant that the Applicant intends to withdraw from the reaccreditation process; or

(c) Upon termination pursuant to Section 5.2 hereof; or

(d) Upon notification pursuant to Section 15, that the Applicant cannot maintain compliance with standards set forth by the Commission; or

(e) Upon failure of the Applicant to pay all fees and costs required by this Agreement relating to the Applicant's reaccreditation within the time mandated, except that the Agreement may be extended pursuant to Section 4.3; or

(f) Upon expiration, or revocation pursuant to Section 14.2 of the Applicant's reaccredited status.

4.3 The Applicant may submit a written request to the Commission to extend this Agreement in order to comply with the relevant standards for reaccreditation if the standards cannot be met at the expiration of the Applicant's accredited status. The Commission, in its discretion, may grant an extension in accordance with the "Contract Extension Policy" adopted 10/98, and in such an event the Applicant shall pay any additional fees the Commission deems reasonable.

4.4 If the Applicant's accreditation lapses, the Applicant may reapply for reaccreditation pursuant to Commission Policy # CFA.012 (Changes in Accredited Status).

4.5 An Applicant accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc., CALEA, whose initial accreditation was based on comparative compliance must maintain its CALEA accreditation during the time of any reaccreditation under this Agreement. Failure to maintain CALEA accredited status during the pendency of this Agreement *may result in the Commission requiring an immediate on-site review (full or partial compliance) at any time during the Applicant's reaccreditation period* and will result in reaccreditation being based on a full compliance on-site assessment at the time of reaccreditation.

5. MODIFICATIONS:

5.1 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.

5.2 The Applicant recognizes and acknowledges that it will be necessary for the Commission 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 to comply with any modifications or amendments, the Commission reserves the right to terminate this Agreement after due consideration thereof by giving

notice by registered or certified mail, return receipt requested, within twenty (20) days, of such refusal.

5.3 Applicant must utilize the most current edition of the Florida Standards Manual in circulation at time of signing this Agreement. If the Commission approves another standards edition during the pendency of this Agreement, Applicant may notify the Commission in writing of its intent to utilize the approved edition of standards. New or amended standards are effective upon enactment. Compliance by Applicant must be demonstrated at their next on-site assessment following the enactment date. If Applicant's on-site occurs within one year of enactment date, applicant may delay compliance for up to one year after the enactment date. The Applicant must utilize only one edition of the standards in its entirety.

6. TIME AND MANNER OF PAYMENT:

6.1 Payment of reaccreditation fees shall be based upon the fee structure below. One-half of the total fee is due upon signing of the contract and the balance due in twelve (12) months; or the Applicant may pay the fees in full.

6.2 The Applicant shall be responsible for Assessor costs, including travel, lodging, and per diem paid in accordance with Applicant's travel policy. The Applicant shall not be responsible for any overtime or other salary costs associated with Assessors performing duties in connection with this Agreement.

6.3 Applicants pursuing full compliance reaccreditation shall be required to pay a fee to the Commission in accordance with the following fee structure. Such fee structure is based on the number of authorized, sworn law enforcement positions at the time this agreement is executed:

	<u>NUMBER</u>	<u>FEE</u>
-	1 - 09	Donation
-	10 - 24	\$ 500.00
-	25 - 99	1,000.00
-	100 - 299	2,000.00
-	300 - 499	3,000.00
-	500 +	4,000.00

6.4 Applicants pursuing comparative compliance reaccreditation, i.e., those applicants currently accredited with the Commission on Accreditation for Law Enforcement Agencies (CALEA) shall be required to pay a fee to the Commission for reaccreditation in accordance with the following fee structure. Such fee structure is based on the number of authorized, sworn law enforcement positions at the time this agreement is executed. This fee structure represents a forty (40%) reduction from the full compliance fee structure:

	<u>NUMBER</u>	<u>FEE</u>
-	1 - 09	Donation
-	10 - 24	\$ 300.00
-	25 - 99	600.00
-	100 - 299	1,200.00
-	300 - 499	1,800.00
-	500 +	2,400.00

6.5 The Applicant agrees to use the proprietary Accreditation Manager[®] web-based software. Access will be granted by the Commission with the understanding that the Applicant shall pay an annual user's fee of \$300.

6.6 The Applicant agrees that any and all fees submitted will be forfeited if the Applicant does not become reaccredited or withdraws from the process before the completion unless an extension is granted pursuant to Section 4.3 above.

7. NEWS RELEASES:

7.1 The Commission shall have the right to identify the Applicant in news releases and any publicity program the Commission deems appropriate after the Applicant's on-site has been scheduled. The purpose of said news release or publicity programs will be to identify the Applicant as accredited and seeking reaccreditation. Where specific mention of the Applicant is used in this regard, a copy of the news release or publicity material will be provided to the Applicant for its information.

7.2 The Applicant shall provide the Commission with a copy of all its news releases or publicity material concerning its accreditation activities.

8. THE COMMISSION AS AN INDEPENDENT CONTRACTOR:

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

9. WARRANTY NOT INTENDED OR IMPLIED:

9.1 It is understood that the Commission's award of reaccreditation does not constitute a warranty, expressed or implied, of total or continued compliance by the Applicant Agency with all applicable standards and further, that it is not a substitute for the Applicant Agency's ongoing and in depth monitoring and evaluation of its activities and the quality of its services.

9.2 The Commission makes no representations or warranties, expressed or implied, of the benefit of any person or entity with regard to aspect of the standards contained herein.

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 verbal 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.

The terms and conditions of this Agreement shall be binding on the Applicant for the entire reaccreditation period.

12. CHOICE OF LAW:

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with Florida law.

13. MAINTAINING THE APPLICANT'S ACCREDITED/REACCREDITED STATUS:

13.1 If the Applicant is awarded reaccredited status by the Commission, the Applicant agrees to remain in compliance with those standards under which reaccreditation is awarded. New or amended standards are effective upon enactment. Compliance by Applicant must be demonstrated at their next on-site assessment following the enactment date. If Applicant's on-site occurs within one year of enactment date, applicant may delay compliance for up to one year after the enactment date. After an award of reaccreditation, the Applicant agrees to (a) file a brief annual report that testifies to its continuing compliance on a form approved by the Commission and (b) promptly notify the Commission when it cannot maintain compliance with standards under which it was reaccredited.

13.2 If the Commission has determined that reasonable grounds exists to believe an agency is not in compliance with the standards under which reaccreditation was awarded, the Commission may require an immediate on-site review (full or partial) at any time during the Applicant's reaccreditation period at the expense of the Applicant. The Commission may revoke reaccredited status if the review indicates that the Applicant is not in compliance with the standards under which it was reaccredited or may take such other action as the Commission deems appropriate.

14. WAIVER:

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

15. NOTICE:

Any notice between the parties shall be in writing to the addresses as specified in the preamble to the Agreement or to such other address as either party may specify in writing in accordance with this section.

16. HEADINGS:

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

17. CONSENT TO BE BOUND:

17.1 The Applicant has read the following document and agrees to and accepts the standards set forth by the Commission for Florida Law Enforcement Accreditation, Inc.

17.2 All disputes arising under this Reaccreditation Agreement of the enforcement, execution, or any other actions, relative to this Reaccreditation Agreement or any other agreement, standard, rule, or regulation, pertaining to the reaccreditation process, will be arbitrated in the city of Orlando, Florida, pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

17.3 The person signing on behalf of the Applicant hereby represents and warrants that he/she has the power and the authority to execute this Agreement and to bind the Applicant to all terms and conditions set herein including, but not limited to, the provisions of this Section 17.

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

(date): _____.

Attest: _____

* Title:

Attest: _____

** Title:

IN WITNESS WHEREOF, the Commission has caused this Agreement to be executed by the Executive Director of the Commission, acting on its behalf, on

(date): _____.

Commission for Florida Law Enforcement Accreditation, Inc.

By: _____

Executive Director

* Title of the Applicant's Chief Executive Officer

** Title of the appropriate civil authority in the event such signature is required to effect this Agreement.