

**COMMISSION ON ACCREDITATION
FOR LAW ENFORCEMENT AGENCIES, INC.**

LEGAL BASIS AND ELIGIBILITY STATEMENT

The agency's statutory or legal basis is as follows (see reverse side for examples):

**The agency's eligibility is in accord with the Commissions criteria as follows
(see reverse side for criteria and types of eligible agencies):**

Agency Name: _____

Date: _____

By: _____

(signature)

(title)

(title)

Please do not write in this space.

Verified by: _____

Date: _____

Statutory or Legal Basis Example:

An example of the legal basis of a municipal police department in Massachusetts:

Chapter 4, S.1 of the General Laws of the Commonwealth of Massachusetts grants to cities and towns of the state the right to function as governmental bodies, exercising the various types of power common to governments. The cities and towns are given the authority to make contracts in the exercise of their corporate powers (G.L. C.40, S.4), and to appropriate money for the salaries of officials whose positions are established by law (G.L. C.40, S.5).

More specifically, the cities and towns are allowed to make any orders and bylaws necessary for the preservation of peace and good order, and for the maintenance of an internal police (G.L. C.40, S.21).

Eligibility Criteria:

Law enforcement agencies that are eligible to apply for and participate in the accreditation or recognition program are defined as: (1) those whose eligibility is derives from legal authority; and (2) those whose eligibility is verified by the Commission. More specifically, eligible law enforcement agencies are defined as:

(1) A legally constituted governmental entity having mandated responsibilities to enforce law and having personnel with general or special law enforcement powers. Examples of these include:

- ◆ State police agencies
- ◆ State highway patrol agencies
- ◆ State departments of law enforcement
- ◆ County law enforcement agencies
- ◆ Sheriff's departments and offices
- ◆ Municipal law enforcement agencies
- ◆ Federal law enforcement agencies
- ◆ Specialized law enforcement agencies (e.g., university, transit, port authority, park, fish and game, housing)

(2) Agencies providing law enforcement services whose eligibility are verified by the Commission.



COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES, INC.

**LAW ENFORCEMENT RECOGNITION
ENROLLMENT FORM**

Agency Name*: _____

Street Address: _____

P.O. Box No: _____ P.O. Box Zip/Postal Code: _____

City: _____ State/Province: _____

Zip/Postal Code: _____

Agency Telephone: _____ Agency Fax: _____

Special Shipping Instructions: _____

Agency's Recognition Chief Executive Officer

Name: _____

Title: _____

Telephone: _____ E-mail: _____

Agency's Recognition Contact

Name: _____

Title: _____

Telephone: _____ E-mail: _____

Attached are our (1) Legal Basis and Eligibility Statement; (2) Recognition Agreement, duly signed; (3) copy of Invoice; (4) completed Agency Profile Questionnaire; and (5) check or purchase order to cover costs attendant to our agency's enrollment.

The commitment our agency must make in working with CALEA toward recognition is understood and accepted. Also, we are prepared to provide information promptly concerning our agency that CALEA requires in making its determination for awarding recognition. It is also understood that our agency is entering into a nonadversarial working relationship with CALEA and that our agency can terminate its status at any time upon notice as indicated in the aforementioned Agreement, Section 4.2.

Date: _____

By: _____

Signature

Typed Name

Title

*If the agency is a department of public safety, provide the full name of the law enforcement component (e.g. Oak Park Department of Public Safety, Police Division)

**THE CALEA RECOGNITION PROGRAM FOR LAW ENFORCEMENT
RECOGNITION AGREEMENT**

This Agreement is entered into between the _____
(full name of agency)
_____ with principal offices at _____
_____ Zip _____ telephone number (____) _____

hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 10302 Eaton Place, Suite 100, Fairfax, Virginia 22030-2215, telephone number (800) 368-3757, hereafter referred to as the "Commission."

WITNESSETH

The Agency and the Commission, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to the Commission as hereafter 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 relationships between, and set the responsibilities of, the parties of the Agreement (a) by the Commission's assessing the Agency's compliance with applicable standards established by the Commission in order for the Commission to determine if the Agency is eligible for designation as recognized, and (b) by the Agency's maintaining compliance with those standards by which they were recognized. For the Agency seeking recognition through an Allied Program, the responsibilities of this Agreement designated for the "Commission" shall be shared by CALEA and the local program organization.

2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:

- 2.1 Provide all information, 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 state, county, locality, or municipality in which the agency is located.
- 2.2 Fully and accurately respond to all communications from the Commission within ten (10) business days from the receipt thereof.
- 2.3 Avoid any action or conduct that would reduce its Accreditation status with CALEA in favor of Recognition status through the Alliance Partner or CALEA.

3. COMMISSION'S RESPONSIBILITIES: The Commission agrees to:

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

CALEA will not accept this agreement if it is not executed by _____

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- 3.2 Provide CALEA-trained Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.
- 3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.
- 3.4 Conduct a hearing and certify the Agency as recognized if the relevant standards are complied with.
- 3.5 If the Agency is recognized (a) provide a certificate, and (b) make available indicia of recognition.
- 3.6 If the Agency is not recognized following an examination of compliance with applicable standards, provide the Agency with reasons for the Commission's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

- 4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of the Commission, acting on its behalf, signs the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."
- 4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:
 - (a) Upon expiration of the 24th month for recognition following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the non-payment of an annual contract extension fee for additional time; or
 - (b) Upon written notice by the Agency that it withdraws from the recognition process; or
 - (c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or
 - (d) Upon expiration or revocation of the Agency's recognized status; or
 - (e) Notwithstanding any other provisions herein, at the option of either the Agency or the Commission, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.
- 4.3 The Commission may, at its discretion, upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the CALEA Process and Programs Guide. (4.3 shall not apply to the Agency seeking Recognition through an Allied Program.)

5. MODIFICATION:

- 5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.
- 5.2 The Agency recognizes and acknowledges that it will be necessary for the Commission to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the recognition 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 Commission reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

6. TIME AND MANNER OF PAYMENT:

6.1 The Agency may elect one of two options for payment of the initial recognition fee, which is not refundable. The initial recognition fee for Options 1 includes one CALEA Accreditation Compliance Express (CACE) Software Program and the initial two-year update service. The CACE software will ship after this Agreement is executed. Each option is contained on a separate invoice and describes the options available for initial entry into the recognition program. The invoice option selected is attached hereto as an appendix to the Agreement. All recognition fees must be paid in full prior to requesting on-site assessment. The Commission reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.

6.1 (a) Option 1 - Recognition

_____ Our agency elects option 1 and has attached Invoice 1 to this agreement. The amount of \$_____ is herein remitted to the Commission.

AND

The Agency will be billed for the Commission's projected on-site assessment charge and payment will be required prior to the on-site assessment.

6.1 (b) Option 2 - Recognition Through Allied Programs

_____ Our agency elects option 2 and has attached Invoice 2 to this agreement. The amount \$_____ is herein remitted to the Commission.

- 6.2 If the Agency is determined ineligible to apply for participation in the recognition program, a full refund of all sums paid will be returned to the Agency.
- 6.3 One month after the initial recognition award, the agency will be billed the Annual Continuation Fee. The Continuation Fee is defined as the Service Charge for re-recognition as defined in the Invoice attached as part of this Agreement, as adjusted from time to time subject to the limitations contained in this Section 6.3. The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, and 25th months following the initial award and each subsequent awards thereafter. Any adjustments to annual Continuation Fees will be made at the beginning of each re-recognition award period.
- 6.4 The Commission reserves the right to terminate this Agreement if any payment required of Agency is delinquent by more than sixty (60) days.

7. THE COMMISSION AS AN INDEPENDENT CONTRACTOR:

- 7.1 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 Agency. The selection and designation of the personnel of the Commission in performance of its responsibilities under this Agreement shall be made by the Commission.
- 7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of the Commission will act in the name of the Commission.

8. AUTHORITY:

8.1 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 this Section 8.

9. INTEGRATION:

9.1 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.

10. SEVERABILITY:

10.1 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.

11. WARRANTY NOT INTENDED OR IMPLIED:

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

12. WAIVER:

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

13. NOTICE:

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

14. HEADINGS:

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

15. CONSENT TO BE BOUND:

15.1 The Agency has read the following documents and agrees to be bound by the terms and conditions of them, as amended from time to time, during the term of this Agreement:

(a) The *Recognition Standards for Law Enforcement Agencies*, as amended from time to time; and

(b) *CALEA Process and Programs Guide*, as amended from time to time.

(15.1 shall not apply to the Agency seeking Recognition through an Allied Program.)

15.2 The Agency accepts the Commission's decisions as the final authority on all matters relating to the Commission's standards and accreditation and recognition programs.

16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS

16.1 CALEA *Recognition Standards for Law Enforcement Agencies ("Standards")* are protected by U.S. and International Copyright Laws. Copyright-protected materials may not be copied, reproduced, changed, altered, distributed, used in the creation of derivative works, stored in a retrieval system, or transmitted in any form, or by any means – electronic, mechanical, photocopying, recording or otherwise – without the express written permission of CALEA.

17. APPROPRIATE TRADEMARK USE OF COMMISSION MATERIALS

17.1 CALEA's trademarks and trade dress may not be used in connection with any product or service that is not CALEA's in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CALEA or that otherwise dilutes any of CALEA's trademarks.

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

_____, 20 _____.

Witness:

By _____

By _____
(signature)

(typed name)

(title)*

By _____

By _____
(signature)

(typed name)

(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 _____, 20 _____.

Witness:

The Commission on Accreditation for Law Enforcement Agencies, Inc.

By _____

By _____
Executive Director

*Title of the Agency's Chief Executive Officer.

**Title of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

INVOICE OPTION 1

This invoice is used by the agency that chooses to participate in the **CALEA Recognition Program**. The fees listed are the **Recognition Initial Fee** and **Annual Continuation Fee** and the **Accreditation Initial Transition Fee** and **Annual Continuation Fee** by agency size. The Recognition Initial Fee is to be remitted to CALEA at the time of enrollment. The Recognition Annual Continuation Fee is for agencies after their initial recognition. The first payment is due one month after initial recognition is awarded, and then every year thereafter on the same date.

After CALEA Recognition is awarded, any agency may elect to, but all agencies with 25 or more authorized full-time employees must, transition to the **CALEA Law Enforcement Accreditation Program**. The **Accreditation Initial Transition Fee** is due when the Accreditation Agreement is submitted. An agency transitioning from CALEA Recognition to Accreditation must continue to pay their Recognition Annual Continuation Fee to maintain their CALEA Recognition award. The **Accreditation Annual Continuation Fee** payment is due one month after initial accreditation is awarded, and then every year thereafter on the same date. **This Recognition Invoice document represents the agency's fees for entry into the CALEA Recognition Program and will be attached to, and become a part of the Recognition Agreement and be deemed appended by reference to section 6.1 thereof.**

	CALEA Recognition		Law Enforcement Accreditation	
	Recognition Initial Fee	Recognition Annual Continuation Fee	Accreditation Initial Transition Fee	Accreditation Annual Continuation Fee**** (Reaccreditation)
	Number of authorized full-time employees*	Single Payment	Annual Payments	Annual Payments Include <i>Estimated</i> On-site Assessment Charge
1 – 24	\$2,070	\$375	\$5,140	\$3,320
25 – 199	\$2,715	\$510	\$7,470	\$3,915
200 – 999	\$3,735	\$715	\$11,525	\$4,850
1000 +**	\$4,590	\$875	\$14,095	\$5,615

● **Fee Calculation:**

_____ Fee calculation for single payment: Our agency is authorized _____ full-time employees, including _____ sworn and _____ nonsworn. The indicated single fee is \$ _____. The full amount is herein remitted to CALEA as noted below.

.....

● **Memorandum of Remittance:** Check No. _____ in the amount of \$ _____ is herein remitted to CALEA; or, Purchase Order No. _____ is herein remitted to CALEA in an amount of \$ _____.

Notes:

***Calculating Authorized Full-Time Employees:**
Authorized full-time employees include sworn and nonsworn personnel; if your agency maintains a jail that houses sentenced prisoners or is a department of public safety that employs fire, emergency medical or other personnel, please call CALEA for information about whether to include them in the total.

**** Additional Fees**
Some agencies may require fees beyond those established and the Commission reserves the right to make special adjustments.

**** Accreditation Annual Continuation Fee:**
Continuation Fees are defined as the Service Charge and *estimated* On-site Assessment Charge for reaccreditation subject to change after each reaccreditation award. CALEA will notify agency prior to fee due date.

For the Agency

Agency: _____

By: _____ Signature

_____ Print or type name

_____ Date

Phone: () _____

RETURN TO CALEA WITH AGREEMENT AND REMITTANCE OR PURCHASE ORDER

INVOICE OPTION 2

This invoice is used by the agency that chooses to participate through an Allied Program, in the **CALEA Recognition Program**. The fees listed are the **Recognition Initial Fee** and **Annual Continuation Fee** and the **Accreditation Initial Transition Fee** and **Accreditation Annual Continuation Fee** by agency size. The Recognition Initial Fee is to be remitted to CALEA at the time of enrollment. The Recognition Annual Continuation Fee is for agencies after their initial recognition. The first payment is due one month after initial recognition is awarded, and then every year thereafter on the same date.

Agencies with 25 or more authorized full-time employees can only be awarded CALEA Recognized for three years. At that time, the agency CALEA Recognition award expires. The agency may elect to transition to the **CALEA Law Enforcement Accreditation Program**. Agencies with 24 or fewer full-time employees may remain in the CALEA Recognition Program. The **Accreditation Initial Transition Fee** is due when the Accreditation Agreement is submitted. An agency transitioning from CALEA Recognition to Accreditation must continue to pay their Recognition Annual Continuation Fee to maintain their CALEA Recognition award. The **Accreditation Annual Continuation Fee** payment is due one month after initial accreditation is awarded, and then every year thereafter on the same date. **This Recognition Invoice document represents the agency's fees for entry into the CALEA Recognition Program and will be attached to, and become a part of the Recognition Agreement and be deemed appended by reference to section 6.1 thereof.**

Number of authorized full-time employees*	Recognition		Accreditation	
	Initial Recognition Fee	Recognition Continuation Fee	Accreditation Initial Transition Fee	Accreditation Annual Continuation Fee*** (Reaccreditation)
	Single Payment	Annual Payments	Single Payment	Annual Payments including <i>Estimated Onsite Assessment Charge</i>
1 – 24	\$250	\$200	\$5,140	\$3,320
25 – 199	\$250	\$200	\$7,470	\$3,915
200 – 999	\$250	\$200	\$11,525	\$4,850
1000 +**	\$250	\$200	\$14,095	\$5,615

• **Fee Calculation:**

_____ *Fee calculation for single payment:* Our agency is authorized _____ full-time employees, including _____ sworn and _____ nonsworn. The indicated fee is \$ _____. The full amount is herein remitted to the Commission as noted below.

.....

• **Memorandum of Remittance:** Check No. _____ in the amount of \$ _____ is herein remitted to The Commission; or, Purchase Order No. _____ is herein remitted to the Commission in an amount of \$ _____.

Notes:

***Calculating Authorized Full-Time Employees:**
Authorized full-time employees include sworn and nonsworn personnel; if your agency maintains a jail that houses sentenced prisoners or is a department of public safety that employs fire, emergency medical or other personnel, please call CALEA for information about whether to include them in the total.

**** Additional Fees**
Some agencies may require fees beyond those established and the Commission reserves the right to make special adjustments.

**** Accreditation Annual Continuation Fee:**
Continuation Fees are defined as the Service Charge and *estimated* On-site Assessment Charge for reaccreditation subject to change after each reaccreditation award. CALEA will notify agency prior to fee due date.

For the Agency

Agency: _____

By: _____
Signature

Print or type name

Date

Phone: () _____

RETURN TO CALEA WITH AGREEMENT AND REMITTANCE OR PURCHASE ORDER