

**THE ACCREDITATION PROGRAM FOR LAW ENFORCEMENT AGENCIES
APPLICATION FOR REACCREDITATION
REACCREDITATION AGREEMENT**

This Reaccreditation Agreement is entered into between the Rapid City (SD) Police Department
(full name of agency)

_____ with principal offices at 300 Kansas City Street, Rapid City, SD

_____ Zip 57701 telephone number (605) 394-4133
hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc.,
a Maryland Corporation, with principal offices at 10306 Eaton Place, Suite 320, Fairfax, Virginia 22030-2201,
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 Reaccreditation 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 REACCREDITATION AGREEMENT:

1.1 The purpose of this Reaccreditation Agreement is to maintain the relationships between, and set the responsibilities of, the parties of the Reaccreditation Agreement by the Commission's assessing the Agency's continuing compliance with applicable standards established by the Commission in order for the Commission to determine if the Agency is eligible for designation as reaccredited.

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

- 2.1 Provide all information, using its best and honest judgment 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 state, county, locality, or municipality in which the Agency is located.
- 2.3 Conduct a self-assessment as to compliance with applicable standards, 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 applicable 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.

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 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 reaccredited if the relevant standards are complied with.*
- 3.5 If the Agency is reaccredited, (a) provide a certificate, and (b) make available indicia of accreditation.
- 3.6 If the Agency is not reaccredited following an examination of compliance with applicable standards, provide the Agency with reasons for the Commission's decision.

*This provision applies only after payment of on-site assessment costs by the Agency.

4. TIME PERIOD COVERED BY THIS REACCREDITATION AGREEMENT:

- 4.1 This Reaccreditation 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, sign the Reaccreditation Agreement. This Reaccreditation Agreement shall be effective upon signing by the second party, the "Effective Date".
- 4.2 The terms and covenants of this Reaccreditation Agreement shall govern each reaccreditation occurring after the Effective Date and shall only terminate in the following circumstances:
- (a) Upon the execution of a written agreement between the Agency and Commission terminating this Reaccreditation Agreement; or
 - (b) Upon written notice by the Agency that it withdraws from the reaccreditation process; or
 - (c) Upon termination pursuant to Section 5.2, 6.3 or 6.4 hereof; or
 - (d) Upon expiration or revocation of the Agency's accredited/reaccredited status.

5. MODIFICATION:

- 5.1 There shall be no modifications of this Reaccreditation 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 Reaccreditation Agreement and other related documents, including but not limited to the 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 Commission reserves the right to terminate this Reaccreditation 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 Reaccreditation Agreement will be terminated.

6. TIME AND MANNER OF PAYMENT:

- 6.1 The Agency may elect one of three options for payment of the Initial Reaccreditation fee, which is not refundable (except as noted in Subsection 6.3). The "Initial Reaccreditation" is defined as the first reaccreditation award made under this Reaccreditation Agreement, even if the Agency had been reaccredited under prior agreements. Under option one and two, the Agency remits payment that does not include the on-site assessment charge. On-site assessment charge will be determined by the Commission and billed separately prior to the on-site assessment. Option three includes the estimated on-site assessment charge. Estimated on-site assessment charges are projections of actual assessment expenses. In the event the actual assessment expenses are more than the estimated on-site assessment charges collected, the agency will be billed the overage. In the event the actual assessment expenses are less than the estimated on-site assessment charges collected, the excess amount will be promptly returned to the agency. Installment payments include a small servicing cost. Installments may be prepaid. All reaccreditation fees must be paid in full prior to requesting an on-site assessment.

Option 1 Single Payment – (Excluding On-Site Assessment Charge)

Our Agency was accredited/reaccredited on July 28, 1998, and is currently authorized 131 full-time employees, including 100 sworn and 31 nonsworn. The Agency will remit to the Commission a single payment in the lump-sum amount of \$4,590.00 upon the signing of this Agreement by the Agency's Chief Executive Officer no later than the 25th month of accredited/reaccredited status. The amount of \$_____ is herein remitted to the Commission or, Purchase Order No. 425907 is herein remitted to the Commission in the amount of \$4,590.00.

AND

The Agency will be billed for the Commission's projected on-site assessment charge plus a 25% administrative fee (based on estimated costs), and payment will be required prior to the on-site assessment.

Option 2 Two Installments – Excluding On-Site Assessment Charge)

Our Agency was accredited/reaccredited on _____, 19____, and is currently authorized _____ full-time employees, including _____ sworn and _____ nonsworn. The Agency will remit to the Commission payment in two installments of \$_____ each. The first installment is due upon the signing of this Agreement by the Agency's Chief Executive Officer, no later than the 13th month of accredited/reaccredited status. The second installment is payable by the end of the 25th month of

accredited/reaccredited status. The amount of \$ _____ is herein remitted to the Commission or, Purchase Order No. _____ is herein remitted to the Commission in the amount of \$ _____.

AND

The Agency will be billed for the Commission's projected on-site assessment charge plus a 25% administrative fee (based on estimated costs), and payment will be required prior to the on-site assessment.

Option 3 Three Installments (Estimated On-Site Assessment Charges Included)

Our Agency was accredited/reaccredited on _____, 19____, and is currently authorized _____ full-time employees, including _____ sworn and _____ nonsworn. The Agency will remit to the Commission payment in three installments of \$ _____ each. The first installment is due upon the signing of this Agreement by the Agency's Chief Executive Officer. The second installment is payable by the end of the 13th month of accredited/reaccredited status. The third installment is due by the 25th month of accredited/reaccredited status or prior to the scheduled on-site assessment, whichever occurs first. This option includes the estimated on-site assessment charge. The amount of \$ _____ is herein remitted to the Commission or, Purchase Order No. _____ is herein remitted to the Commission in the amount of \$ _____.

- 6.2. If the Agency's initial on-site assessment is not successful for any reaccreditation under this Reaccreditation Agreement (i.e., work after the initial on-site assessment is required to achieve compliance with applicable standards), the Agency shall prepay estimated expenses plus a 25% service charge (based on estimated expenses) for a subsequent on-site assessment and/or additional staff/assessor assistance required on or off-site. The additional work required must be completed within six months. In the event the actual expenses are more than the estimated assessment charges, the agency will be billed the overage. In the event the actual assessment expenses are less than the estimated assessment charges, the Commission will promptly return the excess amount to the Agency.
- 6.3. One month after the initial accreditation award, the agency will be billed the Annual Continuation Fee. The Continuation Fee is defined as the Service Charge and estimated On-site Assessment Charge for reaccreditation as defined and estimated 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 three (3) annual installments, due by the 1st, 13th, and 25th months following the Initial Reaccreditation award and each subsequent reaccreditation award thereafter. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.
- 6.4. The Commission reserves the right to terminate this Agreement if any payment required of Agency under this Agreement is delinquent by more than sixty (60) days.

7. CONFIDENTIALITY:

- 7.1. The Commission shall receive and hold confidential any and all reports, files, records, and other data obtained from the Agency pursuant to this Reaccreditation Agreement. The Commission 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 Commission in the furtherance of its responsibilities under this Reaccreditation Agreement. Notwithstanding anything in this Reaccreditation Agreement to the contrary, including the above, the Commission is authorized, but not required in the exercise of its sole discretion, to conduct an open meeting regarding the Agency's candidacy for reaccreditation, or its continued compliance with applicable standards, including but not limited to all factual matters relating to the assessment, appraisal, and determination of reaccreditation, and all comments which form a basis for the opinion either in favor of or against reaccreditation, unless specifically notified by the Agency in writing to the contrary, in which case such meeting shall be closed to the public. Nothing herein shall be construed to require the Commission to conduct all or part of its meeting in public, including but not limited to the right of the Commission, in the exercise of its sole discretion, to terminate an open meeting at any time and conclude such meeting in a closed session.
- 7.2. In response to inquiries concerning the Agency, the Commission's reply will be to identify the Agency's status as categorized in Chapter III of the Accreditation Process Book, as amended from time to time. All other requests for information will be directed to the Agency's Chief Executive Officer.

8. NEWS RELEASES:

- 8.1 Notwithstanding any provision of this Reaccreditation Agreement to the contrary, the Commission shall have the right to identify the Agency in news releases and its publicity program; the purpose of said news release and publicity program will be to identify the Agency as accredited and seeking reaccreditation. Other news releases may be made by the Commission in accord with Chapter III of the Accreditation Process Book, as amended from time to time. Where specific mention of the Agency is used in this regard, a copy of the news release or publicity material will be provided to the Agency for its information.
- 8.2 The Agency shall provide the Commission with a copy of all its news releases or publicity material concerning its reaccreditation activities.

9. THE COMMISSION AS AN INDEPENDENT CONTRACTOR:

- 9.1 In all matters pertaining to this Reaccreditation 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 Reaccreditation Agreement shall be made by the Commission.
- 9.2 In all matters pertaining to this Reaccreditation Agreement and the relationship between the parties thereto, the Executive Director of the Commission will act in the name of the Commission.

10. INDEMNIFICATION:

- 10.1 The Agency shall indemnify and hold harmless the Commission from all claims, demands, suits, and actions, including costs of defense and reasonable attorneys fees, against the Commission 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 Commission.
- 10.2 The Agency shall indemnify and hold harmless the Commission, its officers, employees, and agents from any and all liability, loss or damage, including costs of defense and reasonable attorneys fees, 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 Reaccreditation Agreement, except the Commission shall remain solely responsible for its own gross negligence or malicious conduct.
- 10.3 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Reaccreditation Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 10.

11. INTEGRATION:

- 11.1 This instrument embodies the whole Reaccreditation Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Reaccreditation Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

12. SEVERABILITY:

- 12.1 If any provision of this Reaccreditation Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Reaccreditation 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.

13. CHOICE OF LAW:

- 13.1 This Reaccreditation Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the state of Virginia.

14. MAINTAINING THE AGENCY'S REACCREDITATION STATUS:

- 14.1 When the Agency is reaccredited by the Commission, the Agency agrees to maintain compliance with those applicable standards under which reaccreditation was awarded. After award of reaccreditation, the Agency agrees to (a) file annual reports by the 13th and 25th months following each reaccreditation on forms supplied by the Commission that testify to its continuing compliance and (b) promptly notify the Commission when it cannot or does not maintain compliance with applicable standards.
- 14.2 As regards maintaining the Agency's accredited status, the Agency and the Commission acknowledge and agree to be bound by the provisions of the Accreditation Process Book, as amended from time to time.

15. WARRANTY NOT INTENDED OR IMPLIED:

- 15.1 It is understood that the Commission's award of accreditation or reaccreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable

standards of accreditation 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.

16. WAIVER:

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

17. NOTICE:

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

18. HEADINGS:

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

19. CONSENT TO BE BOUND:

19.1 The Agency has read the following documents and agrees to and accepts them:

- (a) *Standards for Law Enforcement Agencies*: The Standards Manual of the Law Enforcement Agency Accreditation Program, as amended from time to time;
- (b) *Accreditation Process Book*, as amended from time to time; and
- (c) *Self-assessment Manual*, as amended from time to time.

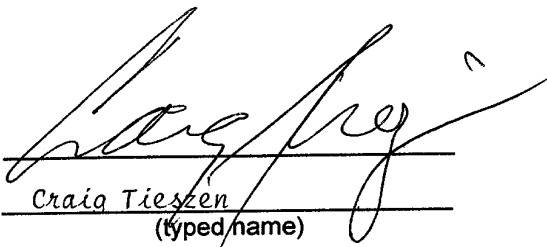
19.2 All disputes arising under this Reaccreditation Agreement or the enforcement, execution, or any other actions, relative to this Reaccreditation Agreement or any other agreement, standard, rule, or regulation, pertaining to the accreditation process and the maintenance of accreditation thereafter, will be arbitrated pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Reaccreditation Agreement. Neither party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, unless required to do so by order of a governmental authority, or as required by either party's auditors in connection with the preparation of audited financial statements, or as required by the disclosure requirements of any securities law or regulation, or if a petition to enforce arbitration is necessary to be filed with a court of competent jurisdiction.

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

June 21, ~~19~~ 2000.

Witness:

By _____

By  _____
Craig Tieszen
(typed name)

Chief of Police
(title)*

Witness:

By _____

By _____

(typed name)

(title)**

IN WITNESS WHEREOF, the Commission has caused this Reaccreditation Agreement to be executed by the Executive Director of the Commission, acting on its behalf, on _____, 19 ____.

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.