

0895-16

**THE ACCREDITATION PROGRAM FOR COMMUNICATIONS
ACCREDITATION AGREEMENT**

This Agreement is entered into between the Lexington-Fayette Urban County Government through its Division of Enhanced 911 with principal offices at 200 E. Main St. , Lexington, KY 40507 telephone number 859-258-3089 hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 13575 Heathcote Boulevard, Suite 320, Gainesville, Virginia 20155, telephone number (703) 352-4225, hereafter referred to as "CALEA."

WITNESSETH

The Agency and CALEA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to CALEA 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 CALEA's assessing the Agency's compliance with applicable standards established by CALEA in order for CALEA to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

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

- 2.1 Provide all information, documents, files, records, and other data as required by CALEA 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 CALEA within ten (10) business days from the receipt thereof.

3. CALEA'S RESPONSIBILITIES: CALEA agrees to:

- 3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.
- 3.2 Provide CALEA-trained Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.

CALEA will not accept this agreement if it is not executed by December 31, 2016.

April 2015

- 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 accredited if the relevant standards are complied with.
- 3.5 If the Agency is accredited (a) provide a certificate, and (b) make available indicia of accreditation.
- 3.6 If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for CALEA'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 CALEA, 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 24 month for accreditation 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 accreditation process; or
 - (c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or
 - (d) Upon expiration or revocation of the Agency's accredited status; or
 - (e) Notwithstanding any other provisions herein, at the option of either the Agency or CALEA, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.
- 4.3 CALEA 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.

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 CALEA to make reasonable modifications and amendments to this Agreement, fees 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, CALEA 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.

Lexington-Fayette Urban County Government through its Division of Enhanced 911

6. TIME AND MANNER OF PAYMENT:

6.1 The Agency may elect several options for payment of the initial accreditation fee, which is not refundable. The initial accreditation fee includes access to CALEA PowerDMS Accreditation Tool software. The software log in credential will be provided after this Agreement is executed. All accreditation fees must be paid in full prior to requesting on-site assessment. CALEA reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.

6.1 (a) Accreditation Payment Option

Our agency elects Two installment(s) accreditation payment option. The amount of \$3470 is herein remitted to CALEA. Purchase Order, is herein remitted with Agreement.

AND

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

6.2 If the Agency is determined ineligible to apply for participation in the accreditation program, a full refund of all sums paid will be returned to the Agency.

6.3 One month after the initial accreditation award, the agency will be billed the Annual Continuation Fee. The Continuation Fee of \$3235 is defined as the Service Charge and estimated On-site Assessment Charge for reaccreditation subject to change after each reaccreditation award with 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, 25th, and 37th months following the initial award and each subsequent awards thereafter. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.

6.4 CALEA reserves the right to terminate this Agreement if any payment required of Agency is delinquent by more than sixty (60) days.

7. CALEA AS AN INDEPENDENT CONTRACTOR:

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

7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of CALEA will act in the name of CALEA.

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.

Lexington-Fayette Urban County Government through its Division of Enhanced 911

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 CALEA's award of accreditation 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.

12. WAIVER:

12.1 Any waiver by CALEA 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 accepts CALEA's decisions as the final authority on all matters relating to CALEA's standards and accreditation program.

Lexington-Fayette Urban County Government through its Division of Enhanced 911

16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS

16.1 CALEA Publications 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.

18. POWERDMS DOCUMENT ACCREDITATION MANAGEMENT SOLUTION

18.1 CALEA recognizes PowerDMS, Inc. (“PowerDMS”) as exclusive provider for CALEA accreditation management software.

Lexington-Fayette Urban County Government through its Division of Enhanced 911

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on August 31, 2016.

Witness:

By Robin Burke

By Robert Stack
(signature)

Robert Stack
(typed name)

Director
(title)*

By [Signature]

By Jim Gray
(signature)

Jim Gray
(typed name)

Mayor
(title)**

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on OCT 05 2016.

Witness:

The Commission on Accreditation for Law Enforcement Agencies, Inc.

By Wendy Davis

By W. Craig Hanley
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