



**NEW YORK STATE LAW ENFORCEMENT
ACCREDITATION PROGRAM**

INITIAL APPLICATION AND PARTICIPATION AGREEMENT

Date of Application:

LAW ENFORCEMENT AGENCY INFORMATION:

Agency Name:

Address:

County:

Chief Law Enforcement Officer (CLEO):

CLEO Telephone:

CLEO Email:

Number of full-time police officers:

Number of part-time police officers:

MUNICIPALITY (OR COMMUNITY SERVED) INFORMATION:

Chief Elected Officer (CEO) of Municipality:

Or

¹Authorized Administrator (if there is no CEO):

Title:

Address:

Telephone:

CEO Email:

PLEASE NOTE: Since Sheriffs are countywide elected officers, obtaining the approval of the county's chief elected officer is optional.

¹ Examples of an "Authorized Administrator" are president of a university or chairman of the main legislative body if there is no CEO.

ELIGIBILITY:

Section 846-h of the New York State Executive Law states that agencies wishing to participate in the Law Enforcement Agency Accreditation Program must employ one or more police officers as that term is defined in the following paragraphs of subdivision 34 of Section 1.20 of the Criminal Procedure Law.

- (a) A sworn officer of the division of state police.
- (b) Sheriffs, undersheriffs and deputy sheriffs of counties outside of New York City.
- (c) A sworn officer of an authorized county or county parkway police department.
- (d) A sworn officer of an authorized police department or force of a city, town, village or police district.
- (e) A sworn officer of an authorized police department of an authority or a sworn officer of the state regional park police in the office of parks and recreation.
- (f) A sworn officer of the capital police force of the office of general services.
- (j) A sworn officer of the division of law enforcement in the department of environmental conservation.
- (k) A sworn officer of a police force of a public authority created by an interstate compact.
- (l) Long Island Railroad Police.
- (o) A sworn officer to the water-supply police employed by the City of New York and acting outside said city, appointed to protect the sources, works and transmission of water supplied to the City of New York and to protect persons on or in the vicinity of such water sources.
- (p) Persons appointed as railroad policemen pursuant to section eighty-eight of the railroad law.
- (s) A university police officer appointed by the state university pursuant to paragraph 1 of subdivision two of section three hundred fifty-five of the education law.
- (u) Persons appointed as Indian police officers pursuant to section one hundred fourteen of the Indian law.

CERTIFICATION OF ELIGIBILITY:

The Agency certifies that it meets the eligibility criteria specified above. The police officer (s) employed by the agency fall within paragraph ___ of subdivision 34 of Section 1.20 of the Criminal Procedure Law.

Desire to Participate

The _____ (name of law enforcement agency) hereby expresses its desire to participate in the New York State Law Enforcement Agency Accreditation Program and affirms that it is committed to earning accreditation in accordance with the requirements set forth by the New York State Law Enforcement Agency Accreditation Council.

Signature
Chief Law Enforcement Officer

Date

Executive Approval

Approval is hereby given for the agency named above to participate in the New York State Law Enforcement Agency Accreditation Program.

Signature
Chief Elected Officer
(Or other authorized signature)

Date

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**STATE DIVISION OF CRIMINAL JUSTICE SERVICES
LAW ENFORCEMENT AGENCY ACCREDITATION COUNCIL**

LAW ENFORCEMENT AGENCY PARTICIPATION AGREEMENT

This participation Agreement is entered into between the _____ hereafter referred to as the “Agency” and the New York State Law Enforcement Agency Accreditation Council, established within the New York State Division of Criminal Justice Services pursuant to Executive Law Section 846-h, hereafter referred to as the “Council”

The mailing address of the Agency is:

Telephone Number:

Email:

Accreditation Program Manager:

Name and Rank:

Telephone Number:

Email:

The Agency and the Council agree to the provisions and terms set forth in this Agreement and to be bound by them in the execution of the Agreement. Each party agrees as follows:

1. **PURPOSE AND LIMITATIONS OF THIS AGREEMENT**

- A. The purpose of this Agreement is to establish the terms of the relationship between the Agency and the Council and to establish their mutual responsibilities in the accreditation process.
- B. It is understood that the agency is not legally bound to participate in the Accreditation Program and that any responsibilities incurred pursuant to this Agreement have been assumed voluntarily.
- C. It is further understood that agency participation in the Accreditation Program is contingent upon the continued approval of the chief elected officer or other authority where there is no CEO.

2. AGENCY RESPONSIBILITIES

The Agency agrees to:

- A. Provide all information requested by the Council in good faith and to the best of the Agency's knowledge and honest judgment. Such information should include comments, files, records, and data required by the Council insofar as they may be provided in accordance with laws and regulations of New York State and the municipality of which the Agency is a part.**
- B. Cooperate fully with the Council's Assessors during the on-site verification of Agency compliance with program standards. The Agency further agrees to provide all necessary files, records, and facilities requested by the Assessors.**
- C. Use the program logo and other indicators of accredited status in accordance with the rules governing same as set forth by the Council. In the event that the agency's accredited status expires or is otherwise lost, the agency agrees to immediately discontinue its use of these indicators.**

3. COUNCIL RESPONSIBILITIES

The Council agrees to:

- A. Provide all publications, documentation, forms, instructions, and technical assistance as necessary for the Agency to participate in the accreditation process at no cost to the Agency.**
- B. Provide assessors acceptable to the Agency for the purpose of conducting an on-site assessment of Agency compliance with relevant standards.**
- C. Review and evaluate all information and finding obtained from the assessment and advise the Agency of the results thereof.**
- D. Provide formal certification and other necessary materials to the Agency in recognition of the accreditation status.**
- E. If accreditation is not granted, advise the agency of the reasons therefore and the necessary steps to gain accreditation.**

4. CONFIDENTIALITY

- A. Insofar as it is permissible by law to do so, the Council shall observe a strict policy of confidentiality on all information received from participating agencies during and after accreditation. All reports, files, records and related materials prepared by assessors or program staff regarding an agency's participation in the program shall be held in confidence in the same manner. No materials or contents thereof shall be disclosed, distributed or**

released to any person or organization except as authorized by this Agreement, by law or in compliance with a court order.

- B. With prior participating agency approval, exemplary policies and procedures may be included in a Resource Manual and disseminated to interested officials. The Council will not disclose the name of any Agency which contributes material for the Manual unless authorized in writing to do so by the Agency's Chief Executive Officer.
- C. It is the policy of the Council to speak about the accreditation program in general rather than about specific agencies. In response to any inquiries regarding the agency's status with respect to accreditation, the Council will only reply that the Agency has applied for accreditation or that the Agency has been accredited. All other inquiries will be directed to the Agency's Chief Executive Officer.
- D. The Agency acknowledges that the Council has the right to identify that Agency in news releases and other public information materials once the Agency has been accredited. No specific information shall be disclosed by the Council other than that the Agency has been granted accreditation.

5. **LENGTH OF ACCREDITATION**

- A. Accreditation shall be for five years. Agencies wishing to be reaccredited at the end of this term will be expected to follow a procedure similar to the initial accreditation process and to comply with all guidelines then in effect.

6. **MAINTENANCE OF AGENCY ACCREDITATION STATUS**

- A. Upon certification by the Council, the Agency shall maintain compliance with accreditation standards.
- B. The Agency agrees to submit an annual survey testifying to its continued compliance with all applicable standards. The Agency will notify the Council in the event that it cannot maintain compliance with any standard or standards and agrees to submit an annual Accreditation Compliance Survey that will be provided by the Council.

7. **MISCELLANEOUS**

- A. This Agreement shall take effect upon execution by the Agency's Chief Executive Officer and the Commissioner of the Division of Criminal Justice Services or his authorized representative.
- B. The Agency retains the right to terminate this Agreement for any reason by submitting written notice that the Agency intends to withdraw from the Accreditation process.

- C. The Council 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 Council will submit written notice to the Agency if it chooses to exercise this right.
- D. This document constitutes 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.
- E. The Commissioner of the Division of Criminal Justice Services or his designee will act in behalf of and in the name of the Council in all matters pursuant to this Agreement.
- F. All disputes relative to this Agreement or any other matters pertaining to accreditation will be resolved by the Council following a hearing at which Agency representatives will participate.

The parties signed this Agreement on the day and year appearing opposite their respective signatures.

The Agency

BY: _____ Date:

Title:

New York State Division of Criminal Justice Services

BY: _____ Date:

Title:

This form should be returned to:

**NYS Division of Criminal Justice Services
 Office of Public Safety
 Alfred E. Smith State Office Building, 3rd Floor
 80 South Swan Street
 Albany, New York 12210
 Attention: Law Enforcement Agency Accreditation Program**