



Oregon Accreditation Alliance

2225 NW Park Terrace
Albany, Oregon 97321
(541) 936-2554

ACCREDITATION AGREEMENT

This Agreement is entered into between the Newport Police Dept., with Principal offices at 169 SW Coast Hwy, Newport 97365, telephone number 541-574-3348, hereafter referred to as the "Agency," and the Oregon Accreditation Alliance, with principal offices at 2225 NW Park Terrace, Albany, OR 97321, telephone number 541-967-6468, a function of the Oregon Accreditation Alliance Board, a standing Committee of the Oregon Association Chiefs of Police, the Oregon State Sheriff's Association, and the Oregon Association of Public Safety Communications Officers (APCO/NENA) hereafter referred to as the "Board".

The Agency and the Oregon Accreditation Alliance for and in consideration of the mutual covenants as set forth in this Agreement and the fees to be paid to the Oregon Accreditation Alliance as hereafter specified agree to be bound by the provisions, terms, and covenants contained herein.

WHEREFORE, each party covenants and agrees as follows:

DEFINITION

Oregon's law enforcement and emergency communications State Accreditation Alliance is a joint effort of the Oregon Association Chiefs of Police, the Oregon State Sheriff's Association, and the Oregon Association Public Safety Communications Officers. The accreditation program provides for voluntary participation of Oregon's law enforcement and emergency communications agencies in an effort to comply with internationally established professional standards of police and emergency communications practices.

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 Oregon Accreditation Alliance's assessing the Agency's compliance with applicable standards established by the Board in order for the Oregon Accreditation Alliance to determine if the Agency is eligible for designation as state accredited, and (b) by the Agency maintaining compliance with those standards by which they were accredited.

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 Oregon Accreditation Alliance.
- 2.2. Provide all documents, files, records, and other data as required by the Oregon Accreditation Alliance 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 state standards, and provide full and accurate results thereof to the Oregon Accreditation Alliance.
- 2.4. Provide one or more persons to assist the Oregon Accreditation Alliance'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 Oregon Accreditation Alliance within thirty (30) business days from the receipt thereof.

3. OREGON ACCREDITATION ALLIANCE'S RESPONSIBILITIES:

The Oregon Accreditation Alliance agrees to:

- 3.1. Provide necessary documentation, forms, and instructions regarding the accreditation 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 nominate the Agency to its respective Association for accreditation if the relevant standards are complied with.
- 3.5. If the Agency is accredited, (a) provide a certificate, and (b) make available indication of accreditation.
- 3.6. If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for the Board's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT

- 4.1. The Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of the Oregon Accreditation Alliance, acting on its behalf, sign the Agreement. This Agreement shall be effective upon signing by the second party.
- 4.2. The terms and covenants of this Agreement shall terminate in the following circumstances:

1. Upon execution of a modified Accreditation Agreement between the Agency and Oregon Accreditation Alliance; or
 2. Upon written notice by the Agency that it withdraws from the accreditation process; or
 3. Upon expiration or revocation of the Agency's accredited status.
- 4.3 The Board may recommend revocation of accredited status in the following circumstances:
1. Failure to maintain compliance with the standards;
 2. Failure to submit annual reports as required;
 3. Failure to pay annual fees; or
 4. Any other failure to comply with the terms and covenants of this Agreement as determined by the Board.

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 Oregon Accreditation Alliance to make reasonable modifications and amendments to the accreditation standards, procedures, and written documentation thereto, and hereby agrees to endorse all modifications and amendments.

6. TIME AND MANNER OF PAYMENT:

- 6.1. Annual fees are assessed in accordance with Exhibit A, Schedule of Fees. The Agency shall remit the first year fee at the time this Agreement is signed by the Agency's CEO. Subsequent annual fees will be due on the anniversary date for each year the Agreement is in effect. The payment does not include on-site assessment costs. Projected agency on-site assessment costs and arrangement for payment will be determined prior to the on-site assessment.
- 6.2. If the Agency's initial on-site assessment is not successful (i.e., work after the initial on-site assessment is required to achieve compliance with applicable standards), any additional costs for follow-up assessment work shall be determined and arrangements for payment made at the time of scheduling follow-up work.

7. CONFIDENTIALITY:

- 7.1 The Oregon Accreditation Alliance shall receive and hold confidential any and all reports, files, records, and other data obtained from the Agency pursuant to this Agreement. The Oregon Accreditation Alliance 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 Oregon Accreditation Alliance in the furtherance of its responsibilities under this Agreement. Notwithstanding anything in this Agreement to the contrary including the above, the Oregon Accreditation Alliance is authorized, but not required, in the exercise of its sole discretion, to conduct an open meeting regarding the Agency's candidacy for state accreditation or its continued assessment, appraisal, and

determination of state accreditation, and all comments which form a basis for the opinion either in favor of or against accreditation 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 Oregon Accreditation Alliance to conduct all or part of its meeting in public, including but not limited to the right of the Oregon Accreditation Alliance 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 Oregon Accreditation Alliance's reply will be to identify the Agency's status in the accreditation process. 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 Agreement to the contrary, the Oregon Accreditation Alliance shall have the right to identify the Agency in news releases and its publicity program after the Agency's on-site assessment has been scheduled; the purpose of said news release, and to identify the Agency as seeking state accreditation. 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 Board with a copy of all its news releases or publicity material concerning its accreditation activities.

9. THE OREGON ACCREDITATION ALLIANCE AS AN INDEPENDENT CONTRACTOR

- 9.1. In all matters pertaining to this Agreement, the Oregon Accreditation Alliance shall be acting as an independent contractor and neither the Oregon Accreditation Alliance nor any officer, employee, or agent of the Oregon Accreditation Alliance will be deemed an employee of the Agency. The selection and designation of the personnel of the Oregon Accreditation Alliance in performance of its responsibilities under this Agreement shall be made by the Oregon Accreditation Alliance.
- 9.2. In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of the Oregon Accreditation Alliance will act in the name of the Oregon Accreditation Alliance Board.

10. INDEMNIFICATION:

- 10.1. To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, and subject to the limits of liability of the Oregon Tort Claims Act, each party shall indemnify and hold harmless the other party from all claims, demands, suits, actions against either as a result of the distribution to third persons of any reports, results of analyses, recommendations, or other communications. Each party shall be solely responsible for any contract

- claims, delay damages or similar items arising from or caused by the action or inaction of the party under this Agreement
- 10.2. To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, and subject to the limits of liability of the Oregon Tort Claims Act, each party shall also indemnify, save harmless and defend the other party, its officers, employees, and agents from any and all claims, lawsuits or actions for damages, costs and expenses arising from the parties' torts, as the term "tort" is defined in ORS 30.260(8).
- 10.3. The person signing on behalf of the law enforcement 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 10.

11. INTEGRATION:

- 11.1. 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.

12. SEVERABILITY

- 12.1. 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 circumstance other than those to which it is held invalid shall not be affected thereby.

13. CHOICE OF LAW:

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

14. MAINTAINING THE AGENCY'S ACCREDITATION STATUS:

- 14.1. When the Agency is awarded state accreditation by their respective Association, the term of accreditation is for three years, beginning the date of the Board approval and nomination to the respective Association. During the three year accredited period, the Agency agrees to maintain compliance with those standards under which the award was made. After award of accreditation, the Agency agrees to (a) file annual reports on forms supplied by the Oregon Accreditation Alliance that testify to its continuing compliance, and (b) promptly notify the Oregon Accreditation Alliance when it cannot or does not maintain compliance with applicable standards.
- 14.2. As regards maintaining the agency's state accreditation status, the Agency and the Oregon Accreditation Alliance acknowledge and agree to be bound by the provisions of the *Oregon Accreditation Alliance process as established by the Oregon Accreditation Alliance Board.*

15. WARRANTY NOT INTENDED OR IMPLIED:

- 15.1. It is understood that the Oregon Accreditation Alliance's award of state accreditation does not constitute a warranty, expressed 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 either party of any breach of this Agreement 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 Agreement or to such other address as either party may specify in writing in accordance with this section.

18. CONSENT TO BE BOUND

- 18.1. The Agency has read the following documents and agrees to and accepts them:
1. Oregon Accreditation Alliance Standards for Law Enforcement Agencies or the selected standards of Oregon APCO/NENA from the "Standards for Public Safety Communications Agencies".
- 18.2. Except if a party elects to terminate this Agreement pursuant to 4.2 hereof, all disputes arising under this Agreement or the enforcement, execution, or any other actions, relative to this Agreement or any other agreement, standard, rule or regulation, pertaining to the state accreditation process and the maintenance of accreditation thereafter, will be arbitrated pursuant to the Arbitration Service of Portland.

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

on January 10, 2012

By 

MARK J. MIRANDA
(Typed name)

Chief of Police
(Title)**

IN WITNESS WHEREOF, the Oregon Accreditation Alliance has caused this Agreement to be executed by the Executive Director of the Oregon

Accreditation Alliance, acting on its behalf, on January 14, 2012.

By 

Joe Simon, Executive Director
The Oregon Accreditation Alliance

EXHIBIT A

SCHEDULE OF FEES FOR LAW ENFORCEMENT AND STAND-ALONE EMERGENCY COMMUNICATIONS AGENCIES

The fees listed below, are not refundable.		
No. of Authorized Full-Time Employees**	Agency Size Indicator	Annual Payment
1-9	A	\$ 550.00
10-24	B	\$ 1050.00
25-74	C	\$ 1550.00
75-up	D	\$ 2050.00

Law enforcement agencies with their own communications component who wish to pursue concurrent accreditation for both law enforcement and emergency communications will not include those persons assigned to communications as part of the "Authorized Full Time Employees" fee structure. The communications component will be assessed according to the above fee structure based upon the number of "Authorized Full Time Employees" assigned to that component.

EXAMPLE: A law enforcement agency with 37 Authorized Full Time Employees, including 13 assigned to the communications component, wishes to pursue concurrent accreditation in both law enforcement and emergency communications. The law enforcement component would be assessed \$1050 as a "B" size agency for 24 FTE (37 total minus 13 assigned to emergency communications leaves 24). The emergency communications component would be assessed \$1050 as a "B" size agency for the 13 FTE assigned to communications.