



AGENCY PARTICIPATION AGREEMENT

Agency Name:

Address:

City/Zip:

Chief Executive Officer:

Number of full-time sworn members:

Number of part-time sworn members:

Number of auxiliary / reserves sworn members:

Does the agency use Virginia Risk Sharing Association (VRSA) for liability coverage? Y N

Desire to Participate

This agreement is entered into between the

(name of agency - Hereafter referred to as the "Agency")

and the ***Virginia Law Enforcement Professional Standards Commission (VLEPSC)*** (Hereafter referred to as the "Commission")

The agency hereby expresses its desire to participate in the VLEPSC accreditation program and affirms that it is committed to earning accreditation in accordance with the requirements set forth by the Virginia Law Enforcement Professional Standards Commission.

All correspondence should henceforth be sent to the following contact person / Accreditation Manager:

Name:

Email address:

Phone number:

The Agency and the Commission 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:

A. PURPOSE AND LIMITATIONS OF THIS AGREEMENT

1. The purpose of this Agreement is to establish the terms of the relationship between the Agency and the Commission and to establish their mutual responsibilities in the accreditation process.
2. 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.
3. It is further understood that agency participation in the Accreditation Program is contingent upon the continued approval of the chief elected officer or of the governing body where there is no chief elected officer.
4. It is further understood that the Agency must achieve VLEPSC accredited status within thirty-six (36) months of the execution of this agreement by a Commission representative. Agencies that exceed the thirty-six (36) month limit may apply to the Commission for an extension of twenty-four (24) months. Agencies granted the extension shall be required to:
 - a. Complete a new Agency Participation Agreement.
 - b. Provide a letter from the CEO stating what prevented the Agency from achieving accreditation and what their plan is to achieve accreditation during the extension period; and
 - c. Pay an application fee of \$250.00 to the Commission.
5. If the Agency does not achieve accreditation by the end of their extension, the Agency will be ineligible to apply to participate for a period of twelve (12) months from the date of extension expiration. DCJS shall publish on their website a listing of all agencies in the self-assessment phase which will show the initial MOU date (if applicable), initial application date, and the date of any extensions granted.
6. In cases where the Agency CEO has changed during the self-assessment phase, the new CEO must submit a new Agency Participation Agreement (minus the fee) to fill out the remainder of the thirty-six (36) month phase or previously granted extension. A change in an agency's CEO does not alter or amend the Agency's obligations or commitments initiated under the original application. If the new CEO decides not to pursue VLEPSC accreditation, the Agency will be removed from the self-assessment phase and the fee paid to the Commission forfeited.

B. AGENCY RESPONSIBILITIES

The **Agency** agrees to:

1. Provide all information requested by the Commission 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 Commission insofar as they may be provided in accordance with laws and regulations of the Commonwealth of Virginia and the municipality of which the Agency is a part.
2. Cooperate fully with the Commission'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.
3. Use the program logo and other indicators of VLEPSC accredited status in accordance with the rules governing same as set forth by the Commission. If the

agency's accredited status expires or is otherwise terminated, the agency agrees to immediately discontinue its use of these indicators.

4. The Agency shall pay all costs associated with lodging and meals for the Commission's assessors during the on-site verification of Agency compliance.

C. COMMISSION RESPONSIBILITIES

The **Commission** agrees to:

1. Provide all publications, documentation, forms, instructions, support website access and technical assistance as necessary for the Agency to participate in the accreditation process at no additional cost to the Agency.
2. Provide assessors to the Agency for the purpose of conducting an on-site verification of Agency compliance with applicable standards.
3. Review and evaluate all information and findings obtained from the on-site verification and advise the Agency of the results thereof.
4. Provide formal certification and other necessary materials to the Agency in recognition of the accreditation status.
5. If accreditation is not granted, advise the agency of the reasons therefore and the necessary steps to gain accreditation.

CI. PROGRAM MANAGER RESPONSIBILITIES

1. The Program Manager for the Accreditation Center (DCJS) or their designee may act on behalf of and in the name of the Commission in all matters pursuant to this Agreement.
2. The Program Manager will send out an evaluation form to the Agency after their on-site verification has been completed. Agencies will be asked to provide an evaluation of the on-site assessors and provide the evaluation form to the Program Manager or their designee. The evaluation form will be kept at the Accreditation Center and will be available to the Accreditation Center and Commission to increase the communication and integrity of the program. The Agency completing the evaluation on the assessors will not keep any copies of the completed evaluation form.

CII. CONFIDENTIALITY

1. In so far as it is permissible by law to do so, the Commission 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. The Commission reserves the right to disseminate previous assessment documents and materials with incoming on-site assessors.
2. It is the policy of the Commission 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 Commission 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.

3. The Agency acknowledges that the Commission 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 Commission other than that the Agency has been granted accreditation.

F. LENGTH OF ACCREDITATION

Accreditation shall be for four (4) 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.

G. MAINTENANCE OF AGENCY ACCREDITATION STATUS

1. Upon certification by the Commission, the Agency shall maintain compliance with accreditation standards.
2. The Agency agrees to submit an Annual Verification of Compliance report testifying to its continued compliance with all applicable standards. The Agency will notify the Commission in the event that it cannot maintain compliance with any standard or standards and agrees to submit an Annual Verification of Compliance report that will be provided by the Commission.

H. MISCELLANEOUS

1. This Agreement shall take effect upon execution by a representative of the Commission or their authorized representative.
2. 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.
3. The Commission 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 Commission will submit written notice to the Agency if it chooses to exercise this right.
4. 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.

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

The Agency

BY: _____ Date: _____

Title: _____

Virginia Law Enforcement Professional Standards Commission

BY: _____ Date: _____

Title: _____

IMPORTANT – PLEASE READ BELOW

A CHECK MADE PAYABLE TO THE VLEPSC FOR THE APPLICATION FEE OF \$250.00 MUST ACCOMPANY THIS FORM. PLEASE MAIL THIS FORM AND CHECK TO THE VLEPSC TREASURER:

VLEPSC Treasurer, Sheriff James R. Clarke Jr.
17110 Monument Circle
Windsor, VA 23487

VLEPSC Federal Tax ID: 54-1774199

PLEASE EMAIL A COPY OF THE COMPLETED FORM TO THE ACCREDITATION CENTER.

ACCREDITATION CENTER CONTACTS:

Todd Clingenpeel, Program Manger
todd.clingenpeel@dcjs.virginia.gov

Tina Sumpter, Accreditation Coordinator
tina.sumpter@dcjs.virginia.gov

Taylor Fischer, Accreditation Coordinator
taylor.fischer@dcjs.virginia.gov

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

Virginia Law Enforcement Professional Standards Commission

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

Exempt Organization

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

17110 Monument Circle

Requester's name and address (optional)

6 City, state, and ZIP code

Windsor, VA 23487

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 4 - 1 7 7 4 1 9 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 4/24/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.