



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/reserve sworn members:

Does agency use VML Insurance for liability coverage?:

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)**. 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:

Name, email address and phone number of Contact Person/Accreditation Manager:

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:

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 Commission 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 of the governing body where there is no chief elected officer. ***(Not applicable to Sheriff's Offices)***
- D. 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:
 - 1. Complete a new ***Agency Participation Agreement***;
 - 2. **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
 - 3. Pay an application fee of \$250.00 to the Commission.
- E. In the event that the applicant agency does not achieve accreditation by the end of their extension, the agency will be ineligible to apply to participate for a period of eighteen (18) 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.
- F. 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.

2. **AGENCY RESPONSIBILITIES**

The **Agency** agrees to:

- A. 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.
- B. 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.
- C. Use the program logo and other indicators of VLEPSC accredited status in accordance with the rules governing same as set forth by the Commission. In the event that the agency's accredited status expires or is otherwise terminated, the agency agrees to immediately discontinue its use of these indicators.
- D. The Agency shall pay all costs associated with lodging and meals for the assessment team members.

3. **COMMISSION RESPONSIBILITIES**

The **Commission** agrees to:

- A. 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.
- B. Provide assessors to the Agency for the purpose of conducting an on-site assessment of Agency compliance with applicable standards.
- C. Review and evaluate all information and findings 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 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 assessment team members.
- B. 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.
- C. 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

5. **LENGTH OF ACCREDITATION**

Accreditation shall be for four (4) years. Agencies wishing to be reaccredited at the end of this term will 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 Commission, the Agency shall maintain compliance with accreditation standards.
- B. 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.

7. **MISCELLANEOUS**

- A. This Agreement shall take effect upon execution by a representative of the Commission 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 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.
- 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.
- G. The Program Manager for the Accreditation Center (DCJS) or his designee may act on behalf of and in the name of the Commission in all matters pursuant to this Agreement.

The parties signed this Agreement on the 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, Chief Stan Olah
Wintergreen Police Department
88 Wintergreen Drive
Roseland, VA 22967

VLEPSC Federal Tax ID: 54-1774199

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above VIRGINIA LAW ENFORCEMENT PROFESSIONAL STANDARDS COMMISSION	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 88 WINTERGREEN DRIVE (C/O Wintergreen Police Department) City, state, and ZIP code ROSELAND, VA 22967	Requester's name and address (optional)
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
Employer identification number								
5	4	-	1	7	7	4	1	9

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. 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 on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <u>Aug 19, 2014</u>
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General Instructions

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

Future developments. The IRS has created a page on irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.