



# **Agency Participation Agreement**

SECTION A: Agency Information					
Agency Name:	Agency Name:				
Street Address:					
City:		Sta	ate:	Zip Code:	
Chief Executive Law E	Inforcement Officer (	CLEO) Name & Tit	le:		
Office Phone:	Extension:	Cell Phone:	Email:		
Agency's Website Address:					
Agency Accreditation Manager Name & Title:					
Office Phone:	Extension:	Cell Phone:	Email:		
SECTION D. Ago					

SECTION B: Agency Demographics					
Agency Type:					
□ County Agency (Sheriff's Office)		University/College/School			
□ Municipal Law Enforcement Agen	су	Police			
Regional Law Enforcement Agence	у	Airport Police			
□ State Agency		Railroad Police			
□ Other		Tribal Police			
Total Authorized Sworn Members: Is yo	ur Agency CALEA Accr	edited? Does your Agency have at least one license to Adobe Acrobat Pro DC?			
	$\Box$ Yes $\Box$ No	$\Box$ Yes $\Box$ No			

Email Completed form to: <u>KLEAP@kletc.org</u> Contact the KLEAP Program Director: (785) 341-0103



# **SECTION C: Training**

The Kansas Law Enforcement Accreditation Program (KLEAP) offers the following training classes for **free** to participating agencies. Please indicate your Agency's interest in attending training.

	TRAINING			
	Accreditation Manager	Assessor		
Chief Executive Law Enforcement Officer				
Accreditation Manager				
Other Agency Member(s)				

# SECTION D: Desire to Participate

This agreement is entered into between

(Hereafter referred to as the "Candidate Agency") and the **Kansas Law Enforcement Accreditation Program** (**KLEAP**). The Agency hereby expresses its desire to voluntarily participate in the State of Kansas Law Enforcement Accreditation Program and affirms that it is committed to earning Accredited status in accordance with the requirements set forth by the KLEAP.





### **SECTION E: Purpose and Limitations of This Agreement**

The Candidate Agency and the KLEAP agree to the provisions and terms outlined in this Agency Participation Agreement and to be bound by them in the execution of the Agreement. Each party agrees as follows:

- A. The purpose of this Agreement is to establish the terms of the relationship between the Candidate Agency, The Kansas Law Enforcement Training Center (KLETC), The Kansas Law Enforcement Accreditation Program (KLEAP), and the Kansas Accreditation Council (KAC). It also serves to establish their mutual responsibilities in the Accreditation process.
- B. It is understood that the Candidate Agency is not legally bound to participate in the KLEAP and that any responsibilities incurred pursuant to this Agreement have been assumed voluntarily.
- C. It is further understood that the Candidate Agency's participation in the KLEAP is contingent upon the continued approval of the Chief Law Enforcement Executive Officer or of the governing body where there is not a CLEO. (*Not applicable to Sheriff's Offices.*)
- D. The Candidate Agency should achieve KLEAP initial accreditation within 36 months of the execution of this agreement. Candidate Agencies unable to meet the 36-month requirement may request an extension. Please refer to the KLEAP Program Manual for extension request requirements.
- E. The KLEAP shall publish on their website a listing of all agencies in the self-assessment phase which will show the initial start date, projected on-site assessment date, and any extensions granted.
- F. In cases where the Candidate Agency CLEO has changed during the self-assessment phase, the new CLEO must submit a new Agency Participation Agreement. A change in the Candidate Agency's CLEO does not alter or amend the Candidate Agency's obligations or commitments initiated under the original agreement. If the new CLEO decides not to pursue accreditation via the KLEAP, the Candidate Agency may withdraw from the self-assessment phase and any fees paid are forfeited.





# SECTION F: Candidate Agency Responsibilities

#### The **Candidate Agency** agrees to:

- A. Provide all information requested by the KLEAP in good faith and to the best of the Candidate Agency's knowledge and honest judgment. Such information should include comments, files, records, and data required by the KLEAP insofar as they may be provided in accordance with laws and regulations of the State of Kansas and the municipality of which the Candidate Agency is a part.
- B. Cooperate fully with the KLEAP Program Director and Assessors during the on-site assessment of the Candidate Agency's compliance with program standards. The Candidate Agency further agrees to provide all necessary files, records, and facilities requested by the Assessors.
- C. Use the KLEAP logo and other indicators of the KLEAP accredited status in accordance with the rules governing as set forth by the KLEAP. In the event that the Candidate Agency's accredited status expires the Candidate Agency agrees to immediately discontinue its use of these indicators.
- D. The Candidate Agency is not responsible for any expenses related to the use of Apprentice Assessors.





### SECTION G: The Kansas Law Enforcement Accreditation Program Responsibilities

The **KLEAP** agrees to:

- A. Provide all publications, documentation, forms, instructions, access, and technical assistance as necessary for the Candidate Agency to participate in the Accreditation process at no additional cost to the Candidate Agency.
- B. Provide Assessors for the purpose of conducting an on-site assessment of the Candidate Agency's compliance with applicable standards.
- C. Review and evaluate all information and findings obtained from the on-site assessment and advise the Candidate Agency of the results thereof.
- D. Provide a formal certificate and other necessary materials to the Candidate Agency in recognition of their KLEAP accredited status.
- E. If accreditation is not granted by the Kansas Accreditation Council (KAC), the KAC will provide in writing to the Candidate Agency the reason(s) therefore and the necessary steps needed to gain accredited status.

#### **SECTION H: Confidentiality**

- A. Insofar as it is permissible by law to do so, the KLEAP shall observe a strict policy of confidentiality on all information received from Candidate Agencies during and after accreditation. All reports, files, records, and related materials prepared by Assessors or program staff regarding the Candidate Agency's participation in the KLEAP 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 KLEAP reserves the right to disseminate previous on-site assessment documents and materials to incoming assessment team members.
- B. It is the policy of the KLEAP to speak about the State Accreditation Program in general rather than about specific Candidate Agencies. In response to any inquiries regarding the Candidate Agency's status with respect to accreditation, the KLEAP will only reply that the Candidate Agency has applied for accreditation or that the Candidate Agency has been accredited. All other inquiries will be directed to the Candidate Agency's Chief Law Enforcement Executive Officer.
- C. The Candidate Agency acknowledges that the KLEAP has the right to identify Candidate Agencies in news releases and other public information materials once the Candidate Agency has agreed to participate in the Kansas Law Enforcement Accreditation Program.





# **SECTION I: Length of Accreditation**

Accreditation shall be for four (4) years. Candidate 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.

### **SECTION K: Accreditation Maintenance**

- A. Upon certification by the Kansas Accreditation Council (KAC), the Candidate Agency shall maintain compliance with the KLEAP standards.
- B. The Candidate Agency agrees to submit an Annual Report of Compliance testifying to its continued compliance with all applicable standards. The Candidate Agency will notify the KLEAP Program Director, in writing as soon as possible, if the Candidate Agency cannot maintain compliance with any standard(s).

# **SECTION L: Terms**

- A. This Agreement shall take effect upon execution by the KLEAP Program Director.
- B. The Candidate Agency agrees to pay its annual fees in accordance with the KLEAP fee schedule.
- C. The Candidate Agency retains the right to terminate this Agreement for any reason by submitting written notice to the KLEAP Program Director that the Candidate Agency intends to withdraw from the KLEAP process.
- D. The KAC retains the right to terminate this Agreement if it determines that the Candidate Agency is not acting in good faith to honor the terms of this Agreement. KAC will submit written notice to the Candidate Agency if it chooses to exercise this right.
- E. This document constitutes the full agreement of both parties. The parties on this Agreement acknowledge that there are no provisions, terms, or obligations other than those set forth herein.





# **SECTION J: Approval**

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

# Agency Chief Law Enforcement Executive Officer:

Printed Name:	Title:
Signature:	Date:
KLEAP Program Director:	
Printed Name: Suellyn L. Hooper	Title: Program Director
Signature:	Date:

# **IMPORTANT – PLEASE READ BELOW**

Upon receipt of the signed Agency Participation Agreement an invoice will be sent, please follow payment instructions as provided on the invoice.

Prev. October 2018)       Identification Number and Certification       requester. Do not send to the IRS.         Prev. October 2018)       > Go to www.irs.gov/FormW9 for instructions and the latest information.       requester. Do not send to the IRS.         Initial Revenue Service       1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.       requester. Do not send to the IRS.         Initial Revenue Service       1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.       Initial Revenue Service       Initial Revenue Service         Initial Revenue Service       2 Business name/bitrigarded entity name, if different from above       Initial Revenue Service       Initial Revenue Service       Initial Revenue Service         Initial Revenue Service       3 Oneck appropriate box for fedetal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.       Initial Revenue Service       Initial Revenue Service         Initial Revenue Service       3 Oneck appropriate box for fedetal tax classification (C=C corporation, S=S corporation, P=Partnership) >	and the second s						
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Form       Identification Number and Certification       Interview of the Trace of the							
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3 Obeck appropriate box for fedetal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.       4 Exemptions (codes apply only to cartain entities, not horizonal person)         9 Obeck appropriate box for fedetal tax classification of the appropriate box in the final seve for the tax classification (C-C corporation, S-S corporation, P-Partnership)	2 Business name/c	deregarded en tity name, if different from above					
resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, t is your employer identification number (EIN). If you do not have a number, see How to get a nink, 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. Part II Certification Under penalties of perjury, I certfy that	3       Check appropriation         following seven to       following seven to         following seven to       single-member	te box for fedetal tax classification of the person whose name is entered on line 1. Ch boxes. a proprietor or C Corporation S Corporation Partnership ar LLC ty company. Enter the tax classification (C-C corporation, S=S corporation, P=Partner the appropriate box in the line above for the tax classification of the single-member on to is classified as a single-member LLC that is diregarded from the owner unless the that is not diregarded from the owner for U.S. federal tax purposes. Otherwise, a single if from the owner should check the appropriate box for the tax classification of its own viscutions) > r, street, and apt. or suite no.) See instructions. Is Rd FP code 66045 wher(s) here (optional) yer Identification Number (TIN)	□ Trust/estate rship) ▶ wner: O not check gle-member LLC that rer.	certain ent Instruction Exempt pa Exemption code (fan Applie foice ind address	tities, no s on pa nyee cod f from F/ y) aunt mit (pption	nt Individu ge 3): le (if any) ATCA rep	als; see
TIN, later.       or         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.       Employer Identification number         4       8       -       1       1       2       4       8       9         Part II         Certification         Under penalties of perjury, I certfy that	backup withholding. For resident alien, sole prop	rindividuals, this is generally your social security number (SSN). However, 1 rietor, or disregarded entity, see the instructions for Part I, later. For other	fora	] -	-		
Number To Give the Requester for guidelines on whose number to enter.          4       8       -       1       1       2       4       8       9         Part II Certification         Under penalties of perjury, I certify that	TIN, later.		or				
4         8         -         1         1         2         4         8         3         9           Part II         Certification           Under penalties of perjury, I certify that			and Employer k	dentificati	on num	ber	-
Under penalties of perjury, I certify that			4 8 -	1 1	2 4	8 3	9
	Part II Certifi	cation			_		
<ol> <li>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</li> </ol>							
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						mal Re	venue

- 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 (FRA), 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 ►	haig of dexander	Date February 12, 2020

# **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 taxp ayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), 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 1099-3 (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
   Eorm 1098 (home motions) interest) 1099 E (ab dart loss interest)
- 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 TN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)