



EXCELLENCE IN POLICING CERTIFICATION PROGRAM

EXCELLENCE IN POLICING CERTIFICATION

An Excellence in Policing Certification demonstrates a firm commitment to excellence in policing and satisfaction of Certification requirements. A Certification will be awarded by the Georgia Association of Chiefs of Police (GACP) to a law enforcement agency only after Local Government Risk Management Services (LGRMS) has issued a written Recommendation to Award Certification to the GACP affirming that the agency:

1. Maintains policies that contain elements that meet the following twelve GACP policy directives: Human Resources/Equal Employment Opportunity, Property and Evidence, Vehicle Operations, Search and Seizure, Use of Force/Response to Aggression, Arrest, Off-Duty and Extra-Duty Employment, Other Equipment, Persons Experiencing Mental Health Issues/Persons with Diminished Capacity, Multi-Jurisdictional Task Force, Body-Worn and In-Car Cameras, Public Safety Information Officer.

And

2. An evaluation of the agency culminating in an on-site assessment at the agency conducted by a trained LGRMS assessor shows evidence of compliance with the above policy directives by conducting a review of the proofs of compliance.

Law enforcement agencies take different approaches, and may satisfy the requirements in different ways. An award of the Certification does not mean that Georgia Municipal Association (GMA), GACP, or LGRMS have determined that a particular approach is “excellent” or advisable. Moreover, an award of the Excellence in Policing Certification is not a guarantee or verification that the agency has implemented all the policies fully or correctly, or that its employees always follow the policies.

A local government should only apply for the Certification after it has reviewed the requirements in the Excellence In Policing Certificate Manual and is certain that its law enforcement agency is committed to adopting, maintaining, and implementing policies that meet the above policy directives and demonstrating compliance with the above policy directives during the evaluation and on-site assessment.

AGENCY APPLICATION & PARTICIPATION AGREEMENT

The Agency Application along with Terms and Conditions (hereinafter the “Agreement”) is entered into between the following parties:

- _____ (hereinafter referred to as the “Local Government”), a member of the Georgia Interlocal Risk Management Agency
- the Georgia Municipal Association (hereinafter referred to as “GMA”)
- the Local Government Risk Management Services, provider of risk management services for the Georgia Interlocal Risk Management Agency (hereinafter referred to as “LGRMS”), and
- the Georgia Association of Chiefs of Police (hereinafter referred to as “GACP”).

1. APPLICATION

The _____ hereby applies to participate in the Excellence In Policing (EIP) Certification Program and affirms that its law enforcement agency ("Agency") is committed to earning the certification in accordance with the requirements set forth by GMA, LGRMS and GACP. Local Government, GMA, LGRMS and GACP agree to the provisions and terms set forth in this Application and to be bound by them in the execution of the Agreement. This Agreement must be acknowledged by the Agency Head.

a. AGENCY

Name of Law Enforcement Agency:

Street Address:

City:

Zip Code:

Telephone:

County:

of Authorized Full-time Sworn Personnel:

of Authorized Full-time Civilian Personnel:

of Authorized Part-time Sworn Personnel:

of Authorized Part-time Civilian Personnel:

Service Area Population:

Service Area in Square Miles:

Agency Head:

Certification Primary Contact Person:

Additional Authorized Representative of Local Government for Notices related to this Agreement:

Name:

Title:

E-mail:

Street Address:

City:

State:

Zip Code:

All correspondence will be sent to the Primary Certification Contact for the Agency as per the "Designation and Affirmation of Primary Contact (Exhibit A)". Any replacement "Designation and Affirmation of Primary Contact (Exhibit A)" is automatically incorporated to this Agreement as if fully restated herein.

Notices related to termination of this Agreement or of the Certification shall be sent to the Additional Authorized Representative named above.

2. TERMS AND CONDITIONS

Local Government, GMA, LGRMS, and GACP agree as follows:

a. PURPOSE AND LIMITATIONS OF THIS AGREEMENT

- i. The purpose of this Agreement is to establish the terms of the relationship between the Agency and the three EIP Certification partners (GMA, LGRMS, GACP) and to establish their mutual responsibilities in the certification process.
- ii. It is understood that the Agency is not required by law to participate in the EIP Certification Program and that any responsibilities or expenses incurred by the Agency pursuant to this Agreement have been assumed voluntarily.
- iii. It is understood that the Agency's participation in the EIP Certification Program may be terminated at any time by the Head of the Agency or another representative of the Local Government who is authorized to enter into agreements for the Local Government.
- iv. It is understood that LGRMS performs the services described in this Agreement in its capacity as the Georgia Interlocal Risk Management Agency (GIRMA)'s risk manager.
- v. It is understood GIRMA offers rate reductions for members that achieve EIP Certification.
- vi. The term of this Agreement is from the date it is signed by all parties through 36 months after Certification is awarded or 30 days after a final decision by LGRMS not to recommend Certification is made.

b. AGENCY RESPONSIBILITIES

Local Government agrees that the Agency shall:

- i. Pay the required application fee of \$150.00 and complete the online application.
- ii. Pay the annual program fee as per table below after Certification is achieved.

Number of authorized full-time sworn personnel	Annual Program Fee
1-24	\$200.00
25-99	\$300.00
100+	\$400.00

- iii. Provide all information requested by LGRMS in good faith and to the best of the Agency's knowledge and honest judgment. Such information should include documents, files, records, and other data demonstrating adoption of policies that contain elements that meet the policy directives required by the EIP Certification partners insofar as such documents may be provided in accordance with the laws and regulations of the State of Georgia and of the Local Government. If the Agency maintains such documents on PowerDMS, the Agency shall grant credentials to LGRMS sufficient for LGRMS to review such documents on PowerDMS and Agency shall disable or suspend or delete such credentials upon receipt of Certification.
- iv. Cooperate fully with LGRMS assessors during the on-site assessment of the Agency's compliance with those elements of their policies that address the program's policy directives. The Agency further agrees to provide all files, records, and facilities requested by the assessor during the on-site assessment and make staff members available for interview. The evidence custodian must always be available for interview during the on-site assessment.

- v. Once certification is awarded, neither GMA, GACP, nor LGRMS has any obligation to assess compliance with the policy directives. However, in order to maintain the integrity of the EIP Certification Program and to protect the value of the Excellence in Policing branding, LGRMS retains the right to conduct a follow-up inspection of the Agency's files at any time during the 36 months after the agency is awarded the EIP Certification. This inspection shall be done by the Director of LGRMS, or their designee. The purpose of this follow-up inspection is to determine whether there is evidence that the Agency's policies no longer meet the certification program's policy directives or there is evidence of the Agency's failure to comply with the certification program's policy directives. If requested by LGRMS, the Agency shall again provide credentials to PowerDMS for purposes of the follow-up inspection. If, in the opinion of the LGRMS staff member conducting the follow-up inspection, the Agency's policies no longer meet the policy directives or the Agency no longer complies with the policy directives or the Agency's compliance with the policy directives is inadequate or insufficient, LGRMS will meet with the Agency Head to discuss the identified issues. The purpose of this follow-up inspection is to help the Agency identify and correct areas in which they are out of compliance with the policy directives and to address them so they may maintain their certification. If the Agency fails to correct such matters within the time period specified by LGRMS, the Agency's certification may be terminated, and the Agency may be asked to stop any use of the Excellence in Policing branding.
- vi. Communicate to the public about the Excellence in Policing Certification only by using links to current descriptions on the GMA website or by using materials and content approved by GMA.
- vii. The Agency Head must be a dues-paying member of GACP.

c. GMA RESPONSIBILITIES

GMA agrees to:

- i. Serve as the primary point of contact for questions and other feedback from program partners as well as member cities or agencies interested in the program.
- ii. Provide access to the EIP portal, which contains all documents, forms, and instructions as necessary for the Agency to participate in the EIP Certification Program.
- iii. Provide approved communications materials and content for use by Agencies who have received the EIP Certification.

d. LGRMS RESPONSIBILITIES

LGRMS agrees to:

- i. Provide technical assistance as necessary for the Agency to participate in the EIP Certification Program.
- ii. Determine whether the policy documents provided by the Agency comply with the GACP policy directives required for EIP certification.
- iii. Ensure that a trained LGRMS staff member conducts an evaluation culminating in an on-site assessment of the Agency's compliance with the policy directives required for EIP certification.

- iv. Review and evaluate all information and findings obtained from the policy review and on-site assessment.
- v. Draft a written Recommendation to Award Certification report to the GACP or communicate with the Agency Head to explain why LGRMS determined the Agency to be ineligible for Certification and identify additional actions required to achieve Certification.
- vi. Review any request for reconsideration of the decision not to issue a Recommendation to Award Certification and, if the Director of LGRMS deems it appropriate, conduct another on-site assessment.
- vii. Notify GACP if the Agency has requested termination of the Agreement or notified LGRMS of its inability to maintain compliance, so that GACP may send notice of revocation of Certification.

e. GACP RESPONSIBILITIES

GACP agrees to:

- i. Produce and periodically update the policy directives, additional guidance, and supporting documents.
- ii. Once LGRMS provides the Recommendation to Award Certification, issue formal certification and other necessary materials to the Agency in recognition of fulfilling all program requirements.
- iii. Notify the Agency of a revocation of Certification if the Agreement is terminated or if the Agency notifies LGRMS of its inability to maintain compliance with the Certification.

f. LENGTH OF CERTIFICATION

Certification shall be for a period of 36 months unless it is terminated earlier. Agencies wishing to be awarded a new certification at the end of this term must complete a new Application and Participation Agreement.

g. MAINTENANCE OF AGENCY CERTIFICATION

- i. Upon being awarded the Excellence In Policing Certification, the Agency shall maintain compliance with all certification directives.
- ii. The Agency will notify LGRMS in the event it cannot maintain compliance with any of the required directives.
- iii. If the Agency cannot maintain compliance with any of the required directives, the Agency shall stop using the Excellence in Policing branding and request termination of this Agreement.

h. CONFIDENTIALITY

- i. All parties understand that a commitment to Excellence in Policing is also a commitment to reducing risks. LGRMS is administering the Excellence in Policing Certification Program to provide risk reduction services for the local government that directly benefits GIRMA. The information compiled and created by LGRMS as part of the Certification process is designed to determine eligibility for a GIRMA rate reduction, educate the Local Government (a GIRMA member) on liability risks and vulnerabilities, and incentivize the Local Government to take action to diminish identified risks. Accordingly, all parties intend for the exemption found in O.C.G.A. § 50-18-72(a)(45) to apply to all documents and materials prepared as part of the certification process to the maximum extent permitted by Georgia law.
- ii. LGRMS will use information provided by Agency during the Certification process for purposes of assessing risks and evaluating eligibility for Certification (and any applicable GIRMA rate reductions) or, if a follow-up review is initiated by LGRMS, maintenance of Certification.
- iii. LGRMS may aggregate information provided by Agency with other information provided by other participating agencies and may de-identify information provided by Agency and share aggregated or de-identified information with GMA and GACP for purposes of improving or evaluating the Certification program. Otherwise, LGRMS will not disclose information provided by Agency during the Certification process or reviewed by LGRMS for purposes of Certification or maintenance of Certification to anyone other than the designated contacts at Agency or authorized representatives of Local Government.
- iv. GMA, LGRMS, and GACP may disclose and publish the names of agencies that have been awarded Certifications.
- v. Notes and other work product of LGRMS assessors are confidential and proprietary and will not be disclosed.

i. MISCELLANEOUS

- i. This agreement shall take effect upon execution by the Parties and acknowledgment by the Agency Head.
- ii. The Local Government retains the right to terminate this Agreement for any reason by submitting written notice to LGRMS that the Agency intends to withdraw from the certification program.
- iii. LGRMS retains the right to terminate the Certification if it determines that the Agency is not acting in good faith to honor the terms of the Agreement. LGRMS will submit written notice to the Agency Head if LGRMS chooses to exercise this privilege.
- iv. GMA retains the right to terminate the Certification or prohibit use of Excellence in Policing branding if LGRMS and GMA agree that Local Government's use of the Excellence in Policing branding would significantly diminish the value of the branding. GMA will submit written notice to the Agency Head and to the authorized representative of the Local Government if it chooses to exercise this privilege.
- v. This document contains the full agreement of the parties. The parties to this Agreement acknowledge that there are no provisions, terms, or obligations other than those set forth herein.

- vi. GMA, LGRMS, and GACP shall not be liable for any third-party claims against Agency or Local Government arising from participation in the Certification program or use of the Portal. Any liability to Local Government or any of its employees or officers or agents arising from the actions or inactions of GMA, LGRMS, or GACP or the use of the Portal shall be limited to the amounts paid by Local Government for the Certification.
- vii. There are no third-party beneficiaries under this agreement other than GIRMA, which benefits from LGRMS risk reduction services.
- viii. Unless terminated earlier by LGRMS, GMA, or the Agency Head or an authorized representative of Local Government, this Agreement shall terminate on the earlier of three years after the day that Certification has been granted or 30 days after the final decision has been made not to recommend Certification.

3. DESIGNATING A PRIMARY CONTACT; USER AGREEMENT REQUIRED FOR ACCESS TO PORTAL

Local Government, the primary designated contact, and the Agency Head shall complete the "Designation and Affirmation of Primary Contact (Exhibit A)". Local Government and the Agency Head shall update this form as needed and provide the updated form to GMA. The updated form will be incorporated automatically by reference as a new "Designation and Affirmation of Primary Contact (Exhibit A)" to this Agreement without further action. The Agency or Local Government will notify GMA immediately if an individual identified as the primary contact is no longer authorized to access the portal or act on behalf of the Agency. The Primary Contact may request access to the portal for secondary designated contacts.

Every individual granted access to the portal will be required to make the following affirmation upon login:

I affirm that I am a Designated Contact for the Participating Agency named above, which is participating in the Excellence in Policing Certification program.

As such:

- I am currently employed by the Local Government named above and authorized to act on behalf of the Participating Agency to add policy documents, enter information, review information posted in the Portal and otherwise use the Portal solely for the purpose of administering the Excellence in Policing certification program.
- I will only provide accurate and current information through this Portal and will never upload any document other than a policy document.
- I understand that certain instructions and materials made available to me through the Portal are proprietary in nature, and I will not disclose any materials on the Portal to anyone other than Agency officials assisting with the Certification process without express written permission of GMA.
- I will not disclose any materials or answers or other information posted by the Agency in the Portal without permission of the Agency Head.
- I will keep my Portal password/passphrase secure and will never share it with anyone, ever.
- I will immediately email GMA at gcsportal@gacities.com if I am no longer authorized to access the Portal.
- If I suspect that there has been unauthorized use of my Portal account I will immediately change my password, examine my Portal submissions for accuracy, and notify GMA by emailing gcsportal@gacities.com.

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Signatures

Authorized Representative of ANYTOWN

Print Name	Title
Signature	Date

Agency Head:

Print Name	Title
Signature	Date

Georgia Association of Chiefs of Police:

Print Name	Title
Signature	Date

Georgia Municipal Association:

Print Name	Title
Signature	Date

Local Government Risk Management Services:

Print Name	Title
Signature	Date

DESIGNATION OF PRIMARY CONTACT FOR EXCELLENCE IN POLICING CERTIFICATION; AFFIRMATION OF PRIMARY CONTACT

In accordance with the Agreement among Georgia Association of Chiefs of Police (“GACP”), Local Government Risk Management Services (“LGRMS”), Georgia Municipal Association (“GMA”), and the Local Government named below (“Local Government”), the Local Government affirms that the individual named below is authorized to provide and receive information related to the Excellence in Policing Certification and to appoint secondary contacts who are permitted to provide and receive information through the Excellence in Policing portal.

Local Government acknowledges that:

- GMA or LGRMS may require periodic affirmation that this designation is still valid.
- Local Government may revoke this designation at any time and provide GMA a revised designation. Such revocation will result in termination of the prior designated contact’s access to the Portal and establishment of the new designated contact’s access to the Portal.
- LGRMS may choose to send certain information only to the Primary Contact and not to his or her secondary contacts.
- If this designation becomes invalid because the Primary Contact is no longer employed by the Local Government, GMA, LGRMS, and GACP will coordinate with the Local Government representative who signed the Agreement and the Agency Head to obtain a new designation and affirmation form.

LOCAL GOVERNMENT:

NAME OF LOCAL GOVERNMENT'S LAW ENFORCEMENT AGENCY ("AGENCY"):

PRIMARY CONTACT NAME:

PRIMARY CONTACT TITLE:

PRIMARY CONTACT WORK ADDRESS:

PRIMARY CONTACT WORK EMAIL:

PRIMARY CONTACT WORK PHONE:

AFFIRMATION OF PRIMARY CONTACT:

As the Primary Contact for the Participating Agency named above, I affirm:

- I am currently employed by the Local Government named above.
- I am authorized to act on behalf of the Participating Agency named above when communicating with LGRMS, GMA, or GACP about the Excellence in Policing Certification.
- I am authorized to add documents, enter information, review information posted in the Portal and otherwise use the Portal.
- I am authorized to coordinate with LGRMS and provide documents and other information and resources to LGRMS during the assessment process.
- I will only provide accurate and current information to LGRMS and will ensure that information provided by secondary contacts is accurate and current.
- I will never upload any document into the Portal other than a policy document.
- I will not use the Portal to store any documents that contain information about individuals (other than names of individuals identified in policy documents.)
- I will only use the Portal for administering the above initiative.
- I understand that certain instructions and materials made available to me through the Portal are proprietary in nature and I will not disclose any materials on the Portal to anyone other than Agency officials assisting with the Certification process without express written permission of GMA.

- I will not disclose any materials or answers or other information posted by the Agency in the Portal without permission of the Agency's Head.
- I understand that misuse or improper disclosure of this information could result in significant harm.
- I will keep my Portal password/passphrase secure and will never share it with anyone, ever.
- I will immediately email GMA at gcsportal@gacities.com if I am no longer authorized to access the Portal.
- If I suspect that there has been unauthorized use of my Portal account I will immediately change my password, examine my Portal submissions for accuracy, and notify GMA by emailinggcsportal@gacities.com.
- I will only request portal access for secondary designated contacts after discussing the above obligations with them.
- I will immediately request termination of access to the Portal for such secondary designated contacts and notify GMA at gcsportal@gacities.com when they are no longer authorized to access the Portal.
- I will notify GMA immediately if a secondary contact I have designated is no longer authorized to receive this information.

PRIMARY CONTACT SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

AUTHORIZED REPRESENTATIVE OF LOCAL GOVERNMENT

BY: _____ (signature)

NAME: _____ TITLE: _____

DATE: _____

ACKNOWLEDGED BY AGENCY HEAD (If different from Primary Contact)

BY: _____ (signature)

NAME: _____ TITLE: _____

DATE: _____