



**SOUTH CAROLINA LAW ENFORCEMENT ACCREDITATION, INC.
(SCLEA)**

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is entered into between

(Agency Name & Address)

and the South Carolina Law Enforcement Accreditation, Inc. P.O. Box 212266, Columbia, SC 29221, for state accreditation.

The purpose of the Memorandum of Understanding is to establish the relationships between, and the set of responsibilities between, and the set of responsibilities of, the agency and the South Carolina Law Enforcement Accreditation, Inc. (SCLEA). The SCLEA will assess the agency's compliance with applicable standards, established by SCLEA, in order for the council to determine if the agency is eligible for state accreditation and to determine if the agency is maintaining compliance with those standards by which it was accredited.

1. AGENCY RESPONSIBILITIES:

- Conduct a self-assessment as to compliance with applicable standards.
- Establish a filing system for applicable standards that contain proofs of compliance for each standard.
- Provide one person who is designated as the contact person for the council.
- Upon completion of assessor training, the agency's accreditation manager will serve as an assessor, both mock and on-site, as needed.
- Provide access to files and proofs.
- Provide the necessary workplace for assessors during the agency inspection.

- Provide all information, using it's best and honest judgment in good faith, requested by the assessors or council.
- Pay the respective administrative fees.
- For the purpose of the final assessment, all related files must be accessible in a Power DMS format or a paper file format.

2. AGENCY PROGRESSION MATRIX:

- The initial MOU will be the first step in starting the process.
- All progression dates will be based on the MOU begin date.
- Reports will be due at a six (6), nine (9), and twelve (12) month progression period.
- The six-month progress report will require that the agency has shown by policy that they have met the standards listed in the chart below.
- The nine (9) month progress report will require the agency to have developed at least **50%** of all applicable standards in policy (whether implemented or not). This will be in addition to the ones already in the six (6) month progress report.
- The twelve (12) month progress report will require the agency to have developed **80%** of all applicable standards in policy (whether implemented or not). This would be in addition to the ones already in the six (6) and nine (9) month progress reports.
- The agency CEO must sign all progress reports.

Use of Force:	Hiring & Terminating Practices	Body Worn Cameras
1.9	6.4	16. 12 a-h
1.10	6.5	
1.11	6.6	No-knock Warrants
1.12	6.7	23.5
1.13	6.8	
1.14 a-e	6.9	Internal Affairs
1.15	6.10	11.1 a-e
1.20	6.11	11.2
1.22	6.12	11.3
1.23	6.13	11.4 a-e
1.25 a-d	12.7 a-d	11.5
	12.10	11.6
Vehicle Pursuits		11.7
16.4 a-k	Post Academy Field Training	11.8
	8.9 a-g	
Duty to Intervene		Early Warning System
1.21		13.6a-h

3. COUNCIL RESPONSIBILITIES:

- Oversee the provision of necessary documentation, forms, and instructions by the administrative component regarding the state accreditation.

- Provide assessors for the purpose of conducting the on-site assessment.
- Promptly analyze compliance data and advise the agency of the results of the onsite assessment and the need for additional information, if any.
- Conduct a hearing and certify the agency as accredited if the relevant standards are complied with.
- If accredited, provide the agency with a certificate.
- If not accredited, provide the agency with reasons for the council’s decision.

4. CONFIDENTIALITY:

The council shall receive and hold confidential any and all reports, files, records, and other data obtained from the agency pursuant to the Memorandum of Understanding. The council shall not disclose, distribute, or release to any person or organization, except agency officials, or upon order of the state or federal court, any materials, or contents thereof, either provided by the agency or developed by the council in the furtherance of its responsibilities under the Memorandum of Understanding. The council is authorized, but not required, in the exercise of its sole discretion, to conduct an open meeting regarding the agency’s candidacy for accreditation or its continued compliance with applicable standards including, but not limited to, all factual matters relating to the assessment, appraisal, and determination of 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. In response to inquiries concerning the agency, the council’s reply will be to identify the agency’s status. All other requests for information will be directed to the agency’s Chief Executive Officer.

5. INTEGRATION:

This instrument embodies the whole Memorandum of Understanding of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Memorandum of Understanding shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

6. SEVERABILITY:

If any provision of the Agreement or the application of such provision onto any person or circumstances other than those to which it is held invalid shall not be affected thereby.

AGENCY CHIEF EXECUTIVE:

Name _____

Title _____

Signature _____

Date _____

**ON BEHALF OF THE SOUTH CAROLINA LAW ENFORCEMENT
ACCREDITATION COUNCIL (SCLEA):**

Name _____

Title _____

Signature _____

Date _____