



**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.
- 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 fee.
- For the purpose of the final assessment, all related files must be accessible in a Power DMS format or a paper file format.

2. 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.

3. 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 it's responsibilities under the Memorandum of Understanding. The council is authorized, but not required, in the exercise of it's sole discretion, to conduct an open meeting regarding the agency's candidacy for accreditation or it's 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 thr public. In response, to inquiries concerning the agency, the council's reply will be to identify the agency's status. All other request for information will be directed to the agency's Chief Executive Officer.

4. 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, rerepresentations, or agreements, either verbal or written, between the parties hereto.

5. 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

