



TEXAS POLICE CHIEFS ASSOCIATION FOUNDATION

a 501(c)(3) organization

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Chief James McLaughlin, Jr. (Ret.)
GENERAL COUNSEL -
EXECUTIVE DIRECTOR

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January 11, 2023

Constable Nabil Shike
Fort Bend County Constable's Office, Precinct 3
12919 Dairy Ashford
Sugar Land, Texas 77478

Dear Constable Shike:

Please find enclosed a contract for the Texas Police Chiefs Association Foundation Accreditation Program. Also note that the name of the program has changed from the Recognition Program to the Accreditation Program. This does not change the substance of the program in any way. The name has only been changed to better reflect the program itself.

Please sign for your department and obtain the signature of the appropriate governmental official as well. Return the signed copy to us by email or regular mail and we will return a fully executed copy to you for your records. Your agency's annual fee is based on the number of full-time, commissioned personnel.

We appreciate your involvement in the Accreditation Program and your dedication to improving the professionalism of law enforcement in Texas. If you have any questions, please contact Chief Max Westbrook, Jr. (Ret.), TPCAF Accreditation Program Coordinator at (512) 751-2213.

Sincerely,


James McLaughlin, Jr.

Enclosure

Texas Police Chiefs Association Foundation

ACCREDITATION AGREEMENT

This Agreement is entered into between Fort Bend County Constable Precinct 3, a duly constituted Texas Law Enforcement Agency (hereafter referred to as the "Applicant") and the Texas Police Chiefs Association Foundation (hereafter referred to as "TPCAF").

WITNESSETH

The Applicant and TPCAF, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid TPCAF by the Applicant herein specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein. Therefore, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties to this Agreement (a) by assessing the Applicant's compliance with the "Best Practices" established by TPCAF in order for TPCAF to determine if the Applicant is eligible for Accreditation Status; and (b) by maintaining compliance with those "Best Practices" by which they were accredited until the agency obtains accredited status again.

1.2 Unless specifically stated otherwise, all terms and conditions stated in this Agreement apply to initial accreditation and any subsequent accreditation. The Applicant is responsible for complying with all terms and conditions of this Agreement during the accreditation process.

2. DEFINITIONS:

The following definitions apply to terms used in this Agreement:

2.1 Accreditation Committee: A committee appointed and empowered by TPCAF to develop, revise and interpret accreditation "Best Practices" standards, as well as grant or deny accreditation to Applicants.

2.2 Accredited Status: Certification from TPCAF that the Applicant is in compliance with all applicable "Best Practices."

2.3 Assessors: Individuals appointed by Accreditation Committee, who will assist the Applicant in the Accreditation process and review the Applicant's compliance with all "Best Practices," observe the Applicant's operations, and report their findings to the Accreditation Committee.

2.4 "Best Practices": A list and description of Texas law enforcement practices and or policies that TPCAF determined to represent "Best Practices" for agencies to comply with.

3. APPLICANT RESPONSIBILITIES:

The Applicant agrees to:

3.1 Provide all information, using its best and honest judgment in good faith, requested by TPCAF;

3.2 Provide all documents, files, records, and other data as required by TPCAF so far as the same may be provided in accordance with laws, regulations and ordinances of the State of Texas and of Applicant; Applicant's agreement in this section 3.2 to provide such documents, files, records, and other data and Applicant's agreement in section 3.1 to provide such information is not an agreement to provide any information that would be confidential under the Texas Public Information Act or protectable under the Texas Public Information Act without full compliance with the terms of the Texas Public Information Act;

3.3 Conduct a self-assessment as to the degree of compliance with "Best Practices" that pertain to Applicant functions and provide full and accurate results thereof to TPCAF;

3.4 Provide one or more persons to assist TPCAF's representatives, hereafter referred to as the "Assessors", in making the necessary inquiries and assessments of Applicant information relative to compliance with the "Best Practices," provide access to files and records, and provide necessary facilities that are requested by the Assessors; and

3.5 Respond to all accreditation-related communications from TPCAF within ten (10) business days from receipt thereof.

3.6 The head of the law enforcement agency covered by this Agreement must be a member in the appropriate membership category in good standing of the Texas Police Chiefs Association at the time of application and maintain that membership for the duration of the Agreement.

4. TPCAF'S RESPONSIBILITIES:

TPCAF agrees to:

4.1 Provide necessary documentation, forms and instructions regarding the accreditation process;

4.2 Provide Assessors for the purpose of conducting an on-site assessment as to the Applicant's compliance with applicable "Best Practices" and provide an Assessor to assist the Applicant with the accreditation process;

4.3 Promptly analyze all compliance data and advise the Applicant of (a) any need for additional information, and (b) the results of the on-site assessment;

4.4 Assess all compliance data against the "Best Practices" and certify the Applicant as Accredited if the applicable "Best Practices" are met and compliance is accepted by the Accreditation Committee;

4.5 If the Applicant is accredited, provide suitable indicators of accreditation as determined by TPCAF.

4.6 Following a review of compliance with the applicable "Best Practices," if the Applicant is not accredited by TPCAF at the time of review, the Applicant will be notified with the reasons for such determination within thirty (30) days.

5. TIME PERIOD COVERED BY THIS AGREEMENT:

5.1 This Agreement shall take effect when the Agreement is properly executed by the Applicant and TPCAF's authorized representative sign the Agreement.

5.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

- (a) Failure to achieve accreditation within twenty-four (24) months of TPCAF's acceptance of this Agreement except as provided in Section 5.3; or
- (b) Upon written notice by the Applicant that the Applicant intends to withdraw from the accreditation process; or
- (c) Upon termination pursuant to Section 6.2 hereof; or
- (d) Upon notification pursuant to Section 15, that the Applicant cannot maintain compliance with applicable "Best Practices" set forth by TPCAF; or
- (e) Upon failure of the Applicant to pay all fees and costs required by this Agreement relating to the Applicant's accreditation within the time mandated, except that the Agreement may be extended pursuant to Section 5.3; or
- (f) Expiration or revocation of the Applicant's Accredited Status.

5.3 The Applicant may submit a written request to TPCAF to extend this Agreement in order to comply with the applicable "Best Practices" for accreditation. The Accreditation Committee, in its discretion, may grant an extension.

5.4 The initial Accreditation period shall be for forty-eight (48) months from the date the Applicant is approved for Accreditation.

5.5 Re-Accreditation: The Applicant must execute a Re-Accreditation Agreement at least twelve (12) months prior to the expiration of their Accredited Status. The terms and conditions of re-accreditation shall be as agreed upon in the Re-Accreditation Agreement.

Failure to timely execute a Re-Accreditation Agreement with TPCAF may result in the lapse of the Applicant's Accredited Status.

6. MODIFICATIONS:

6.1 Applicant shall not make any modifications to this Agreement except in writing, signed and agreed to by both parties, and executed with the same formalities as this document.

6.2 The Applicant recognizes and acknowledges that it may be necessary for TPCAF to make reasonable modifications and amendments to the Agreement and other related documents, including but not limited to the accreditation "Best Practices" and procedures thereto. Applicant shall be notified of such modifications and/or amendments in writing. In the event the Applicant refuses or is unable to comply with any modifications or amendments, TPCAF reserves the right to terminate this Agreement after due consideration thereof by giving written notice as required by Section 17. Applicant will be given reasonable opportunity to justify Applicant's inability to adopt any or all modifications or amendments prior to TPCAF terminating this agreement.

6.3 Applicant must utilize the most current edition of the TPCAF "Best Practices" Manual at the time of signing this Agreement.

7. TIME AND MANNER OF PAYMENT:

7.1 The Applicant must remit the first year's fee, as shown in 7.1(a), within thirty (30) days of being notified in writing of the acceptance by TPCAF of the Agreement. Annual fees are due on the anniversary date of the Agreement. The amount due is based on the number of sworn personnel in the Applicant's agency. These fees may be changed by TPCAF after written notification to all Applicants, Accredited and Re-Accredited agencies. This fee is not refundable. Applicant understands and agrees that payment of any fee or expenses does not insure in any way or manner that Applicant will become or remain an Accredited agency.

7.1(a) Annual Fee Schedule:

Number of Sworn Personnel:

| | |
|-------------|------------|
| 1-10 | \$ 420.00 |
| 11-25 | \$ 600.00 |
| 26-50 | \$1,440.00 |
| 51-100 | \$1,920.00 |
| 101-200 | \$2,400.00 |
| 201 or more | \$2,880.00 |

7.2 Applicant agrees to pay for reasonable costs incurred by TPCAF for on-site assessment. This includes travel, lodging, meals and any other necessary incidentals to the on-site assessment.

8. NEWS RELEASES:

8.1 TPCAF shall have the right to identify the Applicant in a news release and any publicity program that TPCAF deems appropriate after the Applicant's on-site review has been completed and the Applicant has obtained Accredited status.

8.2 The Applicant shall provide TPCAF with a copy of all its news releases or publicity material concerning its accreditation activities.

9. TPCAF AS AN INDEPENDENT CONTRACTOR:

In all matters pertaining to this Agreement, TPCAF shall be acting as an independent contractor and neither TPCAF nor any officer, employee or agent of TPCAF will be deemed an employee of the Applicant. The selection and designation of the personnel of TPCAF, as it relates to performance of its responsibilities under this Agreement, shall be made by TPCAF.

10. INDEMNIFICATION:

To the extent allowed by Texas law, the Applicant shall indemnify and hold harmless TPCAF, its officers, Evaluators, Assessors, Facilitators, employees, volunteers and agents from any and all liability, loss or damage, including costs of defense and reasonable attorney's fees, which may be suffered or incurred as a result of claims, demands, suits or actions arising out of or relating to the performance of either party under this Agreement or by the adoption or use by Applicant of "Best Practices." This indemnification shall not apply to any claims based on TPCAF's intentional wrongdoing or gross negligence in its performance under this Agreement.

11. INTEGRATION:

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

12. SEVERABILITY:

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

13. WARRANTY NOT INTENDED OR IMPLIED:

It is understood that TPCAF's award of accreditation does not constitute a warranty, expressed or implied, of total or continued compliance by the Applicant with all applicable "Best Practices" and further, that it is not a substitute for the Applicant's ongoing and in-depth monitoring and evaluation of its activities and quality of its services.

14. APPLICABLE LAW:

This agreement shall be governed and construed in accordance with the laws of the State of Texas.

15. MAINTAINING THE APPLICANT'S ACCREDITED STATUS:

15.1 If the Applicant is awarded Accredited Status by TPCAF, the Applicant agrees to remain in compliance with those "Best Practices" under which accreditation is awarded. After an award of accreditation, the Applicant agrees to (a) file an annual report that certifies its continuing compliance on a form approved by TPCAF and (b) promptly notify TPCAF when it cannot or chooses not to maintain compliance with "Best Practices" under which it was accredited.

15.2 If TPCAF has determined that reasonable grounds exist to believe that an agency is not in compliance with the applicable "Best Practices" under which accreditation was awarded, TPCAF may require an on-site review (full or partial) at any time during the Applicant's accreditation period at the Applicant's expense. TPCAF may revoke accredited status if the review indicates that the Applicant is not in compliance with the "Best Practices" under which it was accredited or may take such other action as TPCAF deems appropriate.

15.3 If an Agency does not apply for Re-Accreditation or an Accredited or Re-Accredited Agency notifies TPCAF in writing that they no longer will participate in "Best Practices" or Agreement is terminated under 6.2 or Accredited Status is revoked under 15.2 or the Agency has not paid the required fees in a timely manner the Agency shall remove all signs, symbols, designations or any other indicia of being an Accredited or Re-Accredited agency within thirty (30) days of the end of the Accredited or Re-Accredited Status period or when notified in writing of status being revoked or terminated.

16. WAIVER:

Any waiver by TPCAF of any breach of this Agreement by the Applicant shall relate only to that particular breach and shall not amount to a general waiver.

17. NOTICE:

Any notice between the parties shall be in writing to the addresses as specified in this Agreement or to such other address as either party may specify in writing in accordance with this section. Notice, with respect to the terms and conditions of this Agreement, to be effective, shall be by registered, certified or express mail.

18. HEADINGS:

The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

19. CONSENT TO BE BOUND:

19.1 The Applicant has read and agrees to and accepts the conditions set forth by TPCAF and its accreditation process.

19.2 This Agreement has been approved by all necessary Applicant action and the persons signing on behalf of the Applicant certifies they are duly authorized to sign and bind the Applicant to all terms and conditions. The Head of the Agency making application and the Official Head of the governmental entity responsible for the Agency must sign the Application.

IN WITNESS WHEREOF, the Applicant has caused this Agreement to be executed on the _____ day of _____, 2022.

ON BEHALF OF THE GOVERNMENTAL
ENTITY:

Signature

Name (typed/printed)

Title

Date:

ATTEST:

Laura Richard, Fort Bend County Clerk

On Behalf of TPCAF:

DATE: _____

BY: _____

James McLaughlin, Jr.
TPCAF General Counsel/Executive Director
Texas Police Chiefs Association Foundation
P.O. Box 1030
Elgin, Texas 78621

ON BEHALF OF THE AGENCY

Signature

Nabil Shike

Name (typed/printed)
CONSTABLE

Title
FT. Bend PCT 3 CONSTABLE

Name of Agency
12919 Dairy Ashford

Address
Sugar Land TX 77478

City, State, Zip