



TEXAS POLICE CHIEFS ASSOCIATION FOUNDATION

a 501(c)(3) organization

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

CHAIR:

CHIEF BARBARA CHILDRESS (RET.)
Richland Hills Police Department

VICE-CHAIR:

CHIEF REX HOSKINS
Decatur Police Department

SECRETARY:

CHIEF G.M. COX (RET.)
Murphy Police Department

TREASURER:

CHIEF YOST ZAKHARY (RET.)
Woodway Police Department

BOARD MEMBERS:

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Texas City Police Department

CHIEF JOHN R. CHANCELLOR
Blinn Colleges, Brenham

CHIEF GENE ELLIS
Belton Police Department

CHIEF BRIAN FRIEDA
Sweetwater Police Department

CHIEF MICHAEL R. GENTRY (RET.)
Harker Heights Police Department

CITY MANAGER MARK R. HAFNER
City of Keller

CHIEF TODD HUNTER
Kilgore Police Department

GARY D. JOHNSON
ASSISTANT CITY MANAGER
City of Roanoke

CHIEF GREGORY W. RUSHIN
Plano Police Department

HAL SARGENT
Brinkley Sargent Wiginton Architects
Dallas, Texas

CHIEF STAN STANDRIDGE
Abilene Police Department

CHIEF JOHN M. YOUNG, JR. (RET.)
Kerrville Police Department

July 29, 2019

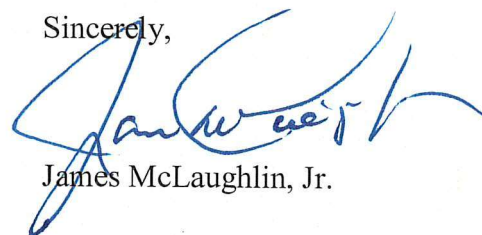
Constable Vinnie Cherrone
Williamson County Constable Precinct One
1801 East Old Settler's Boulevard, Ste. 105
Round Rock, TX 78644

Dear Constable Cherrone:

Please find enclosed a Re-Recognition contract for the Texas Police Chiefs Association Foundation Recognition Program. Please sign as the Chief of your department and obtain the signature of the appropriate governmental official as well. Return the original to us and retain a copy for your records.

We appreciate your leadership in the Program and your dedication to improving the professionalism of law enforcement in Texas. If you have any questions please let me know.

Sincerely,



James McLaughlin, Jr.

Enclosure

Texas Police Chiefs Association Foundation

RE-RECOGNITION AGREEMENT

This Agreement is entered into between the Williamson County Constable Office Precinct One, 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 Re-Recognition Status; and (b) by maintaining compliance with those "Best Practices" by which they were recognized until the agency obtains recognized status again.

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

2. DEFINITIONS:

The following definitions apply to terms used in this Agreement:

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

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

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

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

4. TPCAF'S RESPONSIBILITIES:

TPCAF agrees to:

4.1 Provide necessary documentation, forms and instructions regarding the Re-Recognition 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 Re-Recognition 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 Re-Recognized if the applicable "Best Practices" are met and compliance is accepted by the Recognition Committee;

4.5 If the Applicant is Re-Recognized, provide suitable indicators of Re-Recognition as determined by TPCAF.

4.6 Following a review of compliance with the applicable "Best Practices," if the Applicant is not Re-Recognized 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 Re-Recognition prior to the expiration of the Applicant's prior period of Recognition, except as provided in Section 5.3; or
- (b) Upon written notice by the Applicant that the Applicant intends to withdraw from the Re-Recognition 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 Re-Recognition 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 Re-Recognized 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 Re-Recognition. The Recognition Committee, in its discretion, may grant an extension.

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

5.5 Subsequent Re-Recognition: The Applicant must execute a subsequent Re-Recognition Agreement in the twelve (12) months prior to the expiration of their prior Re-Recognized Status and prior to any Final Review for a subsequent Re-Recognition period. The terms and conditions of subsequent Re-Recognition shall be as agreed upon in the subsequent Re-Recognition Agreement. Failure to timely execute a subsequent Re-Recognition Agreement with TPCAF may result in the lapse of the Applicant's Re-Recognized Status.

6. MODIFICATIONS:

6.1 Applicant shall not make any modifications to this Agreement except in writing, signed 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 recognition "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) day of being notified in writing of the acceptance by TPCAF of the Agreement. Annual fees are due on the anniversary date of the Agreement and will continue on that anniversary date as long as the agency maintains their Recognized status. 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 and Recognized agencies. This fee is not refundable. Applicant understands and agrees that payment of any fee or expenses does not insure in anyway or manner that Applicant will become or remain a Re-Recognized agency.

7.1(a) Annual Fee Schedule:

Number of Sworn Personnel:

1-10	\$ 350.00
11-25	\$ 500.00
26-50	\$1,200.00
51-100	\$1,600.00
101-200	\$2,000.00
201 or more	\$2,400.00

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 Re-Recognized status.

8.2 The Applicant shall provide TPCAF with a copy of all its news releases or publicity material concerning its Re-Recognition 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 TPACF.

10. INDEMNIFICATION:

To the extent allowed by Texas law, the Applicant shall indemnify and hold harmless TPCAF, its officers, Evaluators, 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 recognition 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 RE-RECOGNIZED STATUS:

15.1 If the Applicant is awarded Re-Recognized Status by TPCAF, the Applicant agrees to remain in compliance with those "Best Practices" under which Re-Recognition is awarded. After an award of Re-Recognition, 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 Re-Recognized.

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 Re-Recognition was awarded, TPCAF may require an on-site review (full or partial) at any time during the Applicant's Re-Recognition period at the Applicant's expense. TPCAF may revoke Re-Recognized status if the review indicates that the Applicant is not in compliance with the "Best Practices" under which it was Re-Recognized or may take such other action as TPCAF deems appropriate.

15.3 If an Agency does not apply for Re-Recognition or a Recognized or Re-Recognized Agency notifies TPCAF in writing that they no longer will participate in "Best Practices" or Agreement is terminated under 6.2 or Recognized 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 a Recognized or Re-Recognized agency within thirty (30) days of the end of the Recognized or Re-Recognized 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 Re-Recognition 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 1st day of JANUARY, 2020.

On Behalf of the Governmental Entity:


Signature

Bill Gravell Jr.
Name (typed/printed)

Williamson County Judge
Title

On Behalf of the Agency:


Signature

VINCENT D. CHERRONE
Name (typed or printed)

CONSTABLE
Title

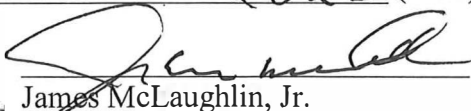
WILLIAMSON COUNTY PCT. ONE
Name of Agency

1801 E. OLD SETTLERS BLVD. #105
Address

ROUND ROCK, TX 78664

On Behalf of TPCAF:

1-8-2020 (Date)

By: 
James McLaughlin, Jr.

TPCAF General Counsel and Executive Director
Texas Police Chiefs Association Foundation
P.O. Box 1030
Elgin, Texas 78621