

## ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

National Association of Chiefs of Police,  
Barry Shepherd,  
and Brent Shepherd, individually and collectively,

Respondents.

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The office of the Iowa Attorney General and the above-named Respondents hereby acknowledge and agree as follows:

This Assurance of Voluntary Compliance (“Assurance”), which has been approved by the above-named Respondents, is intended to resolve a dispute with the Attorney General regarding compliance with Iowa Code § 714.16, the Iowa Consumer Fraud Act (CFA), and Iowa Code § 714.16A, the Older Iowans Act (OIA).

Respondent National Association of Chiefs of Police (NACOP) is a Florida not for profit company based in Titusville, Florida.

Respondent Barry Shepherd is CEO, Executive Director, and a Board Member of NACOP.

Respondent Brent Shepherd is CFO, Treasurer, Director of Operations, and a Board Member of NACOP.

Respondents do not admit to any wrongdoing or violation of law. Respondents have agreed to the terms of this Assurance, but this Assurance shall not be considered an admission of violation or finding of violation of any law for any purpose.

The effective date of this Assurance is the date of the last signature below.

**IT IS AGREED** that Respondents shall ensure and maintain compliance with the Iowa Consumer Fraud Act, Iowa Code § 714.16, in connection with any efforts to engage in any form of charitable fundraising, or activity that purports to be charitable fundraising, in Iowa, and, without limiting the foregoing, to the extent the following activities are undertaken or occur in Iowa, Respondents agree to refrain from: Engaging in any charitable fundraising, or activity that purports to be charitable fundraising, that involves misleading appeals by mail or other means; and, for a period of five (5) years commencing upon the effective date of this Assurance, from engaging or participating, directly or indirectly, (i) in any form of charitable fundraising, or activity that purports to be charitable fundraising, for, on behalf of, or in the name of, National Association of Chiefs of Police; and/or (ii) in any form of charitable fundraising, or activity that purports to be charitable fundraising, for, on behalf of, or in the name of any other entity that purports to support law enforcement or persons involved or formerly involved in law enforcement.

**IT IS FURTHER AGREED** that NACOP pay a refund, upon the request of an Iowan submitted to NACOP directly or through the Attorney General's office within one hundred eighty (180) days of the effective date of this Assurance, of the amount of any donation(s) made by such person to NACOP. This refund requirement shall not affect NACOP's established pre-Assurance policy regarding refunds as it applies to Iowans, which policy the Attorney General neither approves nor disapproves, and shall not limit in any way refunds in circumstances in which a refund is not expressly required.

**IT IS FURTHER AGREED** that Respondents shall comply with reasonable requests from the Attorney General for information relating to implementation and/or compliance with

this Assurance and/or relating to the conduct that gave rise to this Assurance.

**IT IS FURTHER AGREED** that Respondents pay \$5,000.00 to the Attorney General, to be deposited into the investigation and litigation fund created by Iowa Code § 714.16A.

**IT IS FURTHER AGREED** that, in addition to whatever other legal remedies may be available, a violation of this Assurance constitutes a violation of the Iowa Consumer Fraud Act, Iowa Code § 714.16, if established by a preponderance of evidence in an enforcement action by the Attorney General.

**IT IS FURTHER AGREED** that Respondents shall not be deemed to be in violation of this Assurance in the event that fundraising appeals are sent to Iowa residents due to inadvertent acts or omissions of third parties despite Respondents' good faith adoption of measures reasonably designed to prevent such occurrences.

**IT IS FURTHER AGREED** that nothing herein diminishes the requirements, duties, obligations, or powers set forth in the Consumer Fraud Act.

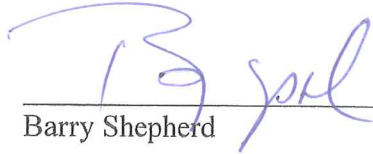
**IT IS FURTHER AGREED** that this Assurance constitutes a release of Respondents by the State of Iowa of all claims for violation of the CFA and/or OIA that (i) occurred prior to the effective date of this Assurance; and (ii) would violate any one or more of the requirements set forth above, if the conduct in question had occurred after the effective date of this Assurance.

Respondents

Date: March 19, 2018

Brent Shepherd  
National Association of Chiefs of Police  
[Name, printed, of representative signing  
for NACOP: Brent Shepherd ]

Date: 3-19-18


  
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Barry Shepherd

Date: 3-19-2018

  
\_\_\_\_\_  
Brent Shepherd

State of Iowa

Date: 3-23-18

  
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Steve St. Clair  
Assistant Attorney General