

AMERICAN CORRECTIONAL ASSOCIATION

REACCREDITATION CONTRACT

THIS CONTRACT is made by and between the American Correctional Association, hereinafter referred to as the "Association," and the undersigned, the Weber County Sheriff's Office, hereinafter referred to as the "Agency."

WITNESSETH:

WHEREAS, the Association has been established and exists for the purpose of improving correctional agencies, institutions and programs through the process of accreditation; and,

WHEREAS, accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with American Correctional Association standards in order to be accredited; and,

WHEREAS, the Association has developed the Manual of Standards for Core Jail, first edition, and the 2016 Standards Supplement, containing standards approved for the accreditation of such agencies, facilities, and programs; and,

WHEREAS, the Commission is in the process of accrediting Jails, throughout the United States; and,

WHEREAS, the Agency realizes the benefits accruing from accreditation and wishes to seek reaccreditation from the Commission.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereby agree as follows:

1. The Agency:
 - a. Accepts the standards and criteria for rereaccreditation, including subsequent modifications or amendments thereto;
 - b. Has statutory and/or other legal authority to enter into this Contract with reference to its decision to seek rereaccreditation for the following specified agencies, facilities or programs:

Weber County Correctional Facility
 - c. Will adhere to the policies and procedures of the Commission and the Association with reference to the rereaccreditation process as stated in the Agency Manual of Accreditation Policy and Procedure, and other documents supplied by the Association; and,
 - d. Will strive at all times to achieve and/or maintain the rereaccreditation status, as specified in the Agency Manual of Accreditation Policy and Procedure.

2. The Association shall:
 - a. Use only standards approved by the American Correctional Association in the reaccreditation process, making judgments of compliance based on written documentation, visual confirmation or both;
 - b. Provide information on the reaccreditation program and process, and the participation of the agency, facility or program therein, to the Agency's governing and/or contract authority;
 - c. Conduct an orientation to the reaccreditation program and process, if requested, at the Agency's expense;
 - d. Cooperate with the Agency, its Administrator, Accreditation Manager and staff in requests for assistance, information, and materials required in the implementation and conduct of the reaccreditation process;
 - e. Appoint all auditors/consultants based upon their experience and demonstrated knowledge;
 - f. Conduct reconsideration hearings using procedures approved by the Association and the Board of Commissioners;
 - g. Agree that all materials provided, and information gathered, will be held in strict confidence consistent with the professional contractor/client relationship. Accreditation information will be shared among the Commission, officers, auditors and staff on a need to know basis.
 - h. Provide to the agency, facility or program if awarded reaccreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility or program and the year in which reaccreditation is awarded; the certificate and all copies and facsimiles remain the property of the American Correctional Association, and shall be returned to the Association upon the expiration or loss, for any reason, of reaccreditation; and,
 - i. Publish the name of the accredited agency, facility or program in an annual summary.
3. The Agency hereby covenants and agrees to pay an reaccreditation fee and the cost of the Performance monitoring Visit in the amount of **\$13,300.00** payable without deduction or refund as stipulated in the following schedule:
 - a. In consideration of preparation, planning and activating the reaccreditation process for the herein named agency, facility or program which involves staff time and other expenses, **50%** of the total reaccreditation fee **\$6,650.00** shall be payable within 30 days from the commencement of this contract.
 - b. In consideration of completion of the standards compliance audit, the remaining **50%** of the total reaccreditation fee **\$6,650.00** shall be due 30 days after completion of the audit. **The total fee has to be paid in full to receive certificate of accreditation.**
 - c. This reaccreditation fee includes attendance before the Commission panel hearing for one persons. This includes conference registration, round trip supersaver airfare, airport or hotel parking, two nights lodging (not to exceed the lowest, single ACA rate for the headquarter hotel), per diem of \$40.00 per day, \$8.00 for breakfast, \$12.00 for lunch and \$20.00 for dinner (up to 2.5 days), and miscellaneous expenses totaling \$25.00.
4. The Agency hereby agrees to pay in addition to the reaccreditation fee provided for in paragraph 3, \$4,500.00 for any re-audit necessary to verify required minimum levels of compliance with

standards and/or compliance with life-health-safety standards found in non-compliance at the time of the standards compliance audit or monitoring visit.

5. The Agency agrees to pay; in addition to the other reaccreditation fees provided herein, for the cost of field consultation services to the facility or program, which are requested in writing by the agency. The cost will be \$4,500.00 for technical assistance; \$6,500.00 for a mock audit.
6.
 - a. This Contract shall be effective upon signing by the second party, and shall remain in full force until the earlier of 3 years after reaccreditation is granted or the Contract is terminated pursuant to subparagraph b).
 - b. The Agency may terminate this Contract upon 30 days written notice to the Association. The Association may terminate this Contract for cause, upon 30 days written notice to the Agency. The Association's decision of termination may be appealed by the Agency within 30 days of notification of the decision.

The agency agrees to pay an audit re-scheduling fee of \$1,500 if the postponement of a scheduled audit is not completed at least 90 days prior to the scheduled audit. This postponement fee covers auditor rebooking fees and administrative costs.
 - c. All reaccreditation, administrative, and annual fees due are payable as of the effective date of termination, shall remain a debt to the Association, and all fees paid are non-refundable.
7. This Contract shall be governed in all respects by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives. The dates of the contract period will be adjusted in accordance with the date of the agency's signature.

For the:

Weber County Correctional Facility

By: _____

Title: _____

Date: _____

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: _____

Title: Executive Director

Date: _____

Please send invoice to:

Name: _____

Facility: _____

Address: _____

Telephone Number: _____

Email: _____

Please return all documents and remit payments to:

American Correctional Association

Standards & Accreditation Department

206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Sharon Bolos, Chair

Commissioner Froerer voted _____

Commissioner Harvey voted _____

Commissioner Bolos voted _____

ATTEST

Ricky Hatch, CPA
Weber County Clerk/Auditor