



National Association of Pretrial Services Agencies

601 Pennsylvania Avenue, Suite 985

Washington DC 20004

CONTRACT FOR ACCREDITATION SERVICES BY NAPSA TO COUNTY OF EL PASO, TEXAS, 800 EAST OVERLAND, 4TH FLOOR EL PASO TEXAS

This Agreement (“**Agreement**”) is entered into between the County of El Paso, Texas, 800 East Overland, 4th Floor, El Paso Texas 79901 (“**Applicant**”), and the National Association of Pretrial Service Agencies (“**NAPSA**”), a not-for-profit corporation, at 601 Pennsylvania Avenue, Suite 985, Washington DC, 20004.

The Applicant and NAPSA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid NAPSA by the Applicant hereinafter specified, agree to be bound by the provisions, terms, and covenants contained herein.

WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE

- 1.1. The purpose of this Agreement is to establish the relationship between, and set the responsibilities of, the parties to the Agreement: (a) by measuring the Applicant’s compliance with the NAPSA Accreditation Standards on Pretrial Release (hereinafter, “**Accreditation Standards**”) and other resources, such as the Pretrial Release Program Accreditation Standards Checklist, to determine if the Applicant is eligible for reaccredited status through NAPSA; and, (b) by maintaining compliance with those Standards by which they were accredited until the agency is reaccredited.
- 1.2. As it relates to Accreditation, the purpose of this Agreement is to maintain the relationship between, and set the continued responsibilities, of the parties to this Agreement by maintaining NAPSA’s role of assessing the Applicant’s compliance with applicable Accreditation Standards established by NAPSA.
- 1.3. The Applicant and NAPSA are responsible for complying with all terms and conditions of this Agreement during the Accreditation process.

2. APPLICANT RESPONSIBILITIES

The Applicant agrees to:

- 2.1. Provide all information reasonably necessary for NAPSA to perform its obligations under this Agreement, so far as the same may be provided in accordance with laws, regulations, and applicable ordinances, using its best and independent judgment in good faith, as requested by NAPSA.
- 2.2. Provide all documents, files, records, and other data as required by NAPSA so far as the same may be provided in accordance with laws of Texas and applicable regulations, and ordinances of the county and locality, or municipality, in which the Applicant is located.
- 2.3. Conduct an accurate self-assessment as to the degree of compliance with the Accreditation Standards and other approved materials that pertain to agency functions and certify to the accuracy of the results provided to NAPSA.



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- 2.4. Provide one or more persons to assist NAPSA's representatives, hereafter referred to as "**Auditors**", in making the necessary inquiries and assessments of agency information relative to compliance with the Accreditation Standards, provide access to files and records, and provide necessary facilities that are requested by the Auditors.
- 2.5. Following the Applicant's onsite assessment, the Auditors assigned to the accreditation or reaccreditation of the Applicant will provide the NAPSA Accreditation Commission a written report and recommendation for accreditation or reaccreditation. The NAPSA Accreditation Commission will utilize this report to award or deny accreditation or reaccreditation. In the event the Commission may need to discuss the report findings with the Applicant, the Applicant will telephonically attend a business meeting of the NAPSA Accreditation Commission. If an agency representative cannot telephonically attend the scheduled meeting, the Applicant may request a continuance of the review to the next scheduled general meeting.
- 2.6. The effective date of accreditation or reaccreditation, if awarded, shall be the date of the final vote by the Accreditation Commission. Any questions regarding this procedure should be brought to the attention of NAPSA by the Applicant's program manager as soon as practicable.

3. NAPSA'S RESPONSIBILITIES

NAPSA agrees to:

- 3.1. Provide necessary documentation, forms and instructions regarding the accreditation and reaccreditation process.
- 3.2. Develop and maintain specific requirements and prescribed Standards for Accreditation. The applicable Accreditation Standards are posted on the NAPSA website (www.napsa.org).
- 3.3. Provide two Auditors for the purpose of conducting a formal assessment as to the Applicant's compliance with NAPSA Accreditation Standards.
- 3.4. Promptly analyze all compliance data and advise the Applicant of: (a) any need for additional information; or (b) the results of the formal assessment.
- 3.5. Measure all compliance data against NAPSA's Accreditation Standards and certify the Applicant as accredited or reaccredited if the relevant Accreditation Standards are met and compliance verified by the Auditors.
- 3.6. If the Applicant is accredited or reaccredited, provide a letter and framed certificate evidencing such accreditation to the Applicant's program manager.
- 3.7. Notify the Applicant if the Applicant is not accredited or reaccredited by NAPSA following an examination of compliance with the applicable Standards and provide the Applicant with the reasons for such determination.



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4. TIME PERIOD COVERED BY THIS AGREEMENT

- 4.1. This Agreement shall take effect when the Applicant's Chief Executive Officer, or authorized representative, and NAPSA's authorized representative sign the Agreement.
- 4.2. The terms and covenants of this Agreement shall terminate in the following circumstances:
 - 4.2.1. Failure by the Applicant to achieve reaccreditation within 24 months of signing this Agreement or failure to become reaccredited thereafter; or except as provided in Section 4.3; or
 - 4.2.2. Upon written notice by the Applicant that the Applicant intends to withdraw from the accreditation process; or
 - 4.2.3. Upon termination pursuant to Section 5.2 hereof; or
 - 4.2.4. Upon notification pursuant to Section 13 hereof, that the Applicant cannot maintain compliance with Accreditation Standards set forth by NAPSA; or
 - 4.2.5. Upon failure of the Applicant to pay all fees and costs required by this Agreement relating to the Applicant's accreditation or reaccreditation within the time mandated, except that the Agreement may be extended pursuant to Section 4.3; or
 - 4.2.6. Upon expiration or revocation of the Applicant's accredited/reaccredited status.
- 4.3. The Applicant may submit a written request to the NAPSA to extend this Agreement in order to comply with the relevant Accreditation Standards for accreditation or reaccreditation. NAPSA, in its discretion, may grant an extension in accordance with the Agreement Extension Policy.

5. MODIFICATIONS

- 5.1. There shall be no modifications to this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.
- 5.2. The Applicant recognizes and acknowledges that it will be necessary for NAPSA to make reasonable modifications and amendments to the Agreement and other related documents, including but not limited to the Accreditation Standards and procedures thereto and hereby agrees to endorse all modifications and amendments. In the event the Applicant refuses to comply with any modifications or amendments, NAPSA reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, within twenty (20) days of such refusal.

6. TIME AND MANNER OF PAYMENT

- 6.1. Payment is a fee of \$19,500 and half of this amount must be paid prior to the start of the formal assessment.



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6.2. Over and above the fee paid to NAPSA in Section 6.1, the Applicant agrees to pay NAPSA for actual travel expenses (air travel, ground transportation, parking), hotel expenses (including room and applicable taxes), and federal per diem rate for meals and incidental expenses (M&IE) for each Assessor to conduct the on-site assessment. Total travel for both Assessors shall not exceed \$7,000 without explicit written authorization by the Applicant.

6.2.1. The fee in Section 6.1. and the payment of expenses provided in Section 6.2, includes one trip by NAPSA Auditors to the Applicant for on-site assessment. Should there be a need for follow up visit(s) from NAPSA Auditors to successfully complete the NAPSA accreditation due to the Applicant failing to meet compliance, all expenses for follow up visit(s) will be the responsibility of the Applicant. The above-mentioned total travel cost (maximum of \$7,000) would apply for follow up visits.

6.3. The Applicant shall not be responsible for any overtime or other salary costs associated with Auditors performing duties in connection with this Agreement.

6.4. The Applicant agrees that any and all fees submitted will be forfeited if the Applicant does not become Accredited within two (2) years or withdraws from the process before the completion unless an extension is granted pursuant to Section 4.3 above.

7. NAPSA AS AN INDEPENDENT CONTRACTOR

In all matters pertaining to this Agreement, NAPSA is acting as an independent contractor, and neither NAPSA, or any officer, employee, agent of NAPSA, will be deemed an employee of the Applicant. The selection and designation of the personnel of NAPSA as it relates to performance of its responsibilities under this Agreement shall be made by NAPSA.

8. WARRANTY NOT INTENDED OR IMPLIED

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

8.2. NAPSA makes no representations or warranties, expressed or implied, of the benefit of any person or entity with regard to any aspect of the Standards contained herein.

9. LIMITATION OF NAPSA LIABILITY

Upon accreditation or reaccreditation of Applicant pursuant to Section 3.0 et. seq., neither NAPSA, its Board of Directors, nor any officer, employee, or agent shall be held liable or responsible for the failure of the Applicant to maintain, monitor, train, report or document the compliance of Applicant with regard to any and all Pretrial Release Accreditation Standards including, but not limited to, personnel practices, organization and management, pretrial release program Standards and/or pretrial release program supervision Standards. The provisions of the paragraph will survive the expiration or earlier termination of this agreement.



10. 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 verbal or written, between the parties hereto.

11. 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.

12. CHOICE OF LAW

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with The State of Texas, with the venue of litigation being El Paso County.

13. MAINTAINING THE APPLICANT'S ACCREDITED/REACCREDITED STATUS

13.1. If the Applicant is awarded accredited or reaccredited status by NAPSA, the Applicant agrees to remain in compliance with those Accreditation Standards under which accreditation or reaccreditation are awarded. New or amended Accreditation Standards on Pretrial Release are effective upon approval by NAPSA; however, agencies have one year to achieve compliance with new or revised Standards. Compliance by Applicant with new and amended Standards must be demonstrated at their next formal assessment following the approval date. After an award of accreditation or any reaccreditation, the Applicant is required to: (a) file a brief annual report that certifies its continuing compliance on a form approved by NAPSA; and (b) promptly notify NAPSA when it cannot maintain compliance with Standards under which it was accredited or reaccredited, and the reasons why.

13.2. If NAPSA determines that reasonable grounds exist to believe an agency is not in compliance with the Accreditation Standards under which accreditation was awarded, NAPSA may require an immediate assessment at any time during the Applicant's accreditation period at the expense of the Applicant. If the assessment demonstrates that the Applicant is not in compliance with the Accreditation Standards under which it was accredited, NAPSA may take action regarding the Agency's accredited status as NAPSA deems appropriate, up to and including revocation of accreditation.

14. WAIVER

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



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15. NOTICE

Any notice between parties shall be in writing to the addresses as specified in the preamble to the Agreement or to such other address as either party may specify in writing in accordance with this section.

16. HEADINGS

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

17. CONSENT TO BE BOUND

17.1. The Applicant has read and agrees to and accepts the Accreditation Standards set forth by the National Association of Pretrial Service Agencies.

17.2. The person signing on behalf of the Applicant hereby represents and warrants that he/she has the power and the authority to execute this Agreement and to bind the Applicant to all terms and conditions set herein.

18. DISPUTE RESOLUTION

All disputes arising under this Agreement pertaining to the enforcement, execution, or any other actions, relative to this Agreement or any other standard, rule, or regulation of NAPSA pertaining to the accreditation process and the maintenance of accreditation thereafter that cannot be resolved informally between NAPSA and Applicant shall be resolved through mediation with the American Arbitration Association. If the dispute is not resolved, then the parties may proceed by civil litigation to obtain judicial determination.

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

Ricardo A. Samaniego, County Judge

IN WITNESS WHEREOF, the NAPSA Board of Directors has caused this Agreement to be executed by its Executive Director, Wendy Venvertloh, on this 6th day of August, 2024.

Signature of Wendy Venvertloh

Executive Director

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