



# Proposal and Terms and Conditions

## **San Juan County Sheriff's Office**

**April 25, 2025**

**NATIONAL INSTITUTE  
FOR JAIL OPERATIONS**

[www.jailtraining.org](http://www.jailtraining.org)



# Updated LBJI T&Cs

San Juan County UT Sheriff's Office

## CLIENT CONTACT DETAILS

AGENCY/ORGANIZATION San Juan County Sheriff's Office  
297 S Main  
Monticello, UT 84535

PRIMARY CONTACT John Young  
Detention Commander  
435-587-2237  
jyoung@sanjuancountyut.gov

## PROJECT MANAGEMENT DETAILS

NIJO CONTACT Rebecca Moltz-Sandhu  
Agency Development Specialist  
National Institute for Jail Operations (NIJO)  
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## PROPOSED LEGAL-BASED SOLUTIONS

- Legal Based Jail Information™ (Utah Specific)
- National Accreditation



## BACKGROUND

The National Institute for Jail Operations (NIJO) provides resources for sheriffs to make jails safer, more secure and protect against liability and adverse publicity. Services provided by NIJO include the creation and maintenance of legal-based guidelines specific to states and circuit courts, comprehensive staff jail training, complete jail inspections, case expert testimony, audit and accreditation services, and policy and procedure development.

Agencies across the United States have openly expressed the need for affordable, legal-based training for staff. Another need commonly expressed is the need for protection and defense against frivolous inmate lawsuits. NIJO provides solutions for both and is fully dedicated and exclusive to corrections.

Below are common training and accreditation issues that result in negative consequences for jail administrations:

- **New Hire Staff Training.** NIJO has created an initial training course for the newly hired Correctional Officer (CO) called Academy of Basic Corrections (ABC). This 35- hour course is provided online and is intended to be the first hours of training prior to working the floors of a facility. Inmates can spot a new officer on their first day and by providing a basic 101 course for these new hires, the defense against inmates taking advantage of them can begin.
- **Annual Online Training.** Access to quality training can be costly and time consuming for facilities, and in the last couple of years, we have seen access to in-person training options all but disappear thanks to a global pandemic. NIJO's Detention and Corrections Online Training Academy (DACOTA) solves many challenges a facility faces in maintaining annual training requirements for their staff. The DACOTA platform allows individuals to take legal-based coursework at a time and pace that makes sense for how facilities function. Because the courses are available 24/7/365, employees' time away from their posts is minimized as is overtime coverage. A vast amount of money is typically spent on travel and overnight accommodations for trainings across the state and with DACOTA's format, that cost is eliminated.
- **Legal-Based Jail Information <sup>TM</sup> and Accreditation.** NIJO promulgates only legal-based solutions to facility operations and NIJO Accreditation. Good faith immunity with inmate filed lawsuits depends upon knowing and complying with clearly established law (*Harlow v. Fitzgerald*, 457 U.S. 800 (1982)). Many agencies lose lawsuits because they assume their



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policies and procedures are based on current case law when often they are hybrids borrowed from neighboring jails that were created without adherence to the agency's specific state statutes or circuit court. Others rely on "best practices", state "minimum" standards (which may not be inclusive to all legal requirements) or national standards, which are costly and provide only false security as the Supreme Court has noted repeatedly.

"[R]eliance on . . . correctional standards issued by various groups is misplaced . . . And while the recommendations of these various groups may be instructive in certain cases, they simply do not establish the constitutional minima; rather, they establish goals recommended by the organization in question."

-- *Bell v. Wolfish*, 441 U.S. 520, 543 n.27 (1979)

## SCOPE OF WORK PROPOSED

The National Institute for Jail Operations (NIJO) offers comprehensive services for agencies with a variety of options based on individual needs, resources, and budgets. For this proposal, the San Juan County Sheriff's Office (SJCSO) requested the following NIJO-led services:

NIJO LEGAL-BASED SOLUTION	# OF USERS
NIJO Legal-Based Jail Information™ (Utah specific)	Unlimited
NIJO National Accreditation (Utah Specific)	

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## Legal-Based Jail Information™ (LBJI)

NIJO utilizes a proprietary software platform built specifically for corrections. Administrations can manage and archive policies and procedures, conduct self-audits and external inspections and use for operational and staff documentation. The system has been proven to save staff and administrations thousands of dollars in increased time efficiency and labor. NIJO would provide San Juan County Sheriff's Office (SJCSO) the Legal-Based Jail Information™ specific written and updated for Utah, rooted in constitutional, federal, 10th Circuit Court and Utah state laws and statutes containing approximately 15 Sections comprised of 600 corrections related topics with specific operational and policy driven areas.

Features of the LBJI system include:

- Unlimited users
- Flexibility to centrally manage all self and external audits and inspections in one system
- Ongoing updates of corrections related information and topics
- Dashboards, reports and charts to allow administrators to see real-time results
- Auto-export information to PDF or Excel
- Corrective action to assign tasks to individuals and due dates
- Message boards
- Links to email for easy communication
- Date-Stamp-Time features which provide timestamp on all documentation

## NIJO National Accreditation

NIJO National Accreditation allows a correctional administration to proactively verify its compliance with what courts have determined in operating a constitutionally safe facility. The process relies on NIJO Legal-Based Guidelines® National Accreditation through NIJO is a voluntary, proactive, ongoing process. Agencies desiring to participate sign an accreditation intent agreement, pay a fee to cover the cost of the accreditation, conduct a self-audit of NIJO's Legal-Based Guidelines® applicable for their state and prepare for an on-site verification inspection by trained NIJO inspectors.

The level of Accreditation awarded is based on the percentage of compliance to NIJO's Legal-Based Guidelines® and the on-site verification inspections. Each year, the agency must provide the required policy along with proof of compliance.

Utah specific accreditation timelines will be based on a nine (9) month ongoing schedule within the three (3) year cycle.



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- San Juan County will notify NIJO when they are ready to begin.
- First nine months – pre-accreditation self-audit; preparation for onsite verification.
- Second nine months – conduct onsite verification inspection
- Third nine months- resubmit pre-accreditation self-audit; preparation for onsite verification.
- Fourth nine months – conduct onsite verification inspection.

For pre-accreditation self-audits, agencies will upload required policies and proofs into AARMS as customary. Current standards require policies be reviewed at least once every 18 months, and this meets that requirement. In the continued spirit of NIJO providing consultative services, the onsite verification is tailored to each individual jail's needs and will still culminate in a written report or a debriefing with the Sheriff and Jail Commander.

### Benefits of NIJO Accreditation:

- Discovery of dysfunction, misconduct and non-compliance before it results in litigation, embarrassment or other harm.
- Proactively defend against lawsuits by measuring current policies and practices against what is required by law.
- Justify requests for additional funding.
- Improve staff training, development, and professionalism.
- Create safer environments for staff and offenders.
- Reduce liability insurance costs.
- National recognition at annual JAILCON West Conference and online

To facilitate the efficiency of the initial set up, updating and maintenance of the manual, certain responsibilities are assigned as indicated below.

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## NIJO RESPONSIBILITIES

- Appoint key contact for communication between NIJO and SJCSO.
- Establish delivery date for SJCSO user access to UT- LBJG.
- Maintain the web-based management platform to ensure user access and functionality.
- Assist with self-audit progress and support admin staff.
- Arrange for NIJO Accreditation process for the State of Utah.
- Provide ongoing training and support as needed by SJCSO.

## SJCSO RESPONSIBILITIES

- Appoint key contact for all communication between NIJO and SJCSO.
- Assign/monitor training for new hires and ongoing to staff for annual requirements.
- Monitor and review self-audit process.
- For efficiency and to keep within project timelines.
- Provide staff/users and other information necessary to operate the web-based management platform.



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## Costs and Financial Considerations

This proposal is intended to provide a baseline price and set basic parameters for consideration with a future contractual agreement. It is written in accordance with the above initial parameters as provided by SJCSO. This proposal is valid for 60 days. Without a contractual agreement, NIJO reserves the right to make modifications or changes to the proposal without notice.

PROPOSED LEGAL-BASED SOLUTION FOR SJCSO	COST
Legal-Based Jail Information™ One-Time Implementation Fee	\$ <del>4,130</del> Waived
Legal-Based Jail Information™ Monthly Cost (\$230/Month x 12)	\$ 2,760*
NIJO National Accreditation Program (Utah Specific) SJCSO will notify NIJO when they are ready to begin. It may be in 2027 when their building project is complete.	\$ 5,750

\* Utah Agencies entering into a service agreement with NIJO for the Utah Legal-Based Jail Information will receive a 10% discount of their annual cost if the service agreement is entered into by April 30, 2025.

Additional Legal-Based Solutions Available:

[ELITE Academy](#) – Exclusive command staff level training with administrative and leadership focus.

[JAILCON Regional Conferences](#) – Annual 3-day corrections training conference for all staff offering 20 hours of legal-based training in three locations:

- JAILCON West – Chandler, AZ (June 9-11, 2025)
- JAILCON South – Mobile, AL (October 13-15, 2025)
- JAILCON Central – Kansas City, KS (August 12-14, 2025)





## LBJG TERMS & CONDITIONS

The terms and conditions set forth, unless modified in writing by Accreditation, Audit & Risk Management Security LLC (AARM), providing the web-based technical services on behalf of the National Institute for Jail Operations (NIJO), or its affiliates or parents ("AARMS" and/or "Seller"), shall govern all transactions between AARMS and San Juan County Utah Sheriff's Office identified below as "Organization", notwithstanding any conflicting term or condition of Organization's purchase, acknowledgement or any other document or communication to the contrary.

1. Term. These Terms and Conditions between the parties of this agreement is three (3) years, beginning May 1, 2025. At the expiration of three (3) years, Organization may renew services at a rate to be negotiated between Seller and Organization. Otherwise, agreement will automatically renew.
2. Services. AARMS currently provides users with access to a variety of online resources, including various hosted communications tools, auditing systems, productivity and corrective action tracking software, personalized content and branded programming through its network of properties (the "Service"). AARMS shall render Services to Organization as set forth in Work Orders or such other documents outlining the scope of services to be provided. All Work Orders or purchase orders submitted are subject to acceptance by AARMS in its sole discretion. All Work Order or purchase orders submitted are not accepted until AARMS confirms such acceptance in writing. Nothing contained in any Work Order or purchase order or other correspondence shall in any way modify these terms and conditions or add any additional terms or conditions, all of which are hereby expressly objected to and rejected by Seller. Organization agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial gain, any portion of the Service and its contents, use of the Service, or access to the Service and its contents other than utilizing the data provided by the Service. (See Agreed Services To Organization)
3. Links. The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because AARMS has no control over such sites and resources, Organization acknowledges and agrees that AARMS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Organization further acknowledges and agrees that AARMS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.



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4. Organization Cooperation. Organization shall cooperate and make its facilities, information, data and equipment available to AARMS in a timely manner for completion of Services. If Organization requires any security or authorization procedures for AARMS employees or contractors to access its facilities, systems and/or equipment, then Organization shall perform such procedures and provide necessary passes or otherwise for AARMS access. Organization is solely responsible for securing its property, systems, equipment, facilities, personnel and guests which includes approving and managing appropriate and approved content related to audits entered into AARMS by its users. It is the responsibility of the Organization to redact any information such as financials, credit card info, social security numbers of officers, staff and inmates and other data which would be deemed of a personal, sensitive nature.

5. Payment. Unless otherwise agreed in writing between AARMS and Organization, terms of payment for services rendered by AARMS are net fifteen (15) days from date of invoice. AARMS may require a completed credit application at its option. Seller shall not be required to make any shipment or render any services unless payment is made consistent with any terms AARMS has required for this order or any other orders from Organization. Unless otherwise agreed to by AARMS, all payments hereunder shall be in U.S. dollars. Any amounts owing hereunder and not paid when due shall bear interest at a rate of 1 ½% per month, which is an annual percentage rate of 18% per annum, applied to the adjusted previous balance from and after the due date thereof. Failure to pay any amount owing in full on the terms specified herein shall void all discounts given. Organization shall pay all of AARMS's costs and expenses (including attorneys' fees, court costs and other collections costs) incurred to collect any amounts owing Seller. Seller reserves the right to apply interest charges retroactively, whether or not they are shown on individual statements or invoices.

6. Taxes. Organization shall be responsible for all taxes, duties or fees levied by any government authority required as determined by its taxable or tax-exempt status as a result of the Products or Services hereunder, excluding AARMS's income taxes.

7. Relationship. AARMS's relationship with Organization shall be that of an independent contractor and nothing in these Terms and Conditions can or should be construed to create a partnership, joint venture, agency or employer-employee relationship.

8. Confidentiality. Neither party shall disclose or use for any purpose except as outlined hereunder including without limitation (i) the financial terms between the parties; (ii) the technology, ideas, formulae, know how, documentation, procedures, algorithms and trade secrets embodied in the Services, technical documentation, solution methodology (e.g. forecasting and optimization techniques), user manuals and other deliverables, (iii) Organization business or marketing data;

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and/or (iv) any other information, whether in written or magnetic media, that is identified as confidential; except such information becomes available to the public other than as a result of a disclosure by NIJO (a) is required to be disclosed pursuant to an applicable law or by order of any court or governmental agency; or (b) is independently developed by Organization or other party without utilization or reference to confidential information contained within Services.

9. Intellectual Property. AARMS, NIJO, and its licensors retain and reserve exclusive ownership of all worldwide copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, property rights and all other industrial rights in the Services, including any derivative works, modifications, customizations, updates, or enhancements and AARMS grants Organization a limited non-exclusive license to use such rights for the purposes expressly written within this Agreement.

10. Termination and Term. Either party may terminate the agreement by providing the other party thirty (30) day written notice. If termination has been requested by the Organization, it is agreed the Organization will pay in full the total cost of implementation as agreed this contract, if this amount has not already been paid in full. Organization agrees that any termination of access to the Service under any provision of this agreement may be effected sixty (60) days after receipt of written notice, and acknowledge and agree that AARMS may immediately deactivate or delete their accounts and/or bar any further access to such files or the Service. It is agreed AARMS will maintain and manage administrative access rights once notice is served for termination by either party. Upon a scheduled termination of this contract, Organization's data within the system is provided to Organization via the system's standard reports in csv format. Users can extract core audit information using the standard reports at any time. If requested, custom data extraction is provided at a labor rate of \$125 per hour plus media and or line charges for data transfer as requested by individual counties. If AARMS terminates the contract, custom data extraction will be provided at a labor rate of \$85 per hour for up to 120 days of the termination notice date.

11. Force Majeure. Either party shall be excused from performing hereunder to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond its reasonable control, including, without limitation, acts of God, war, weather, utility, network, or telecommunications outages, unrest or riot, strikes any action of a governmental entity; terrorist events, etc. provided that the party experiencing the force majeure provides the other with prompt written notice thereof and uses reasonable efforts to remedy effects of such matter.

12. Services Warranty. AARMS shall perform Services at or above industry standards and Services shall substantially conform to such standards. AARMS's services and equipment are provided "as is" without any warranty whatsoever. Organization recognizes that the as is clause of this agreement is



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an important part of the basis of this agreement, without which AARMS would not have agreed to enter this agreement. AARMS disclaims all other warranties, express, implied, or statutory, including but not limited to any warranties of merchantability, fitness for a particular purpose, title, and noninfringement, with regard to the services and equipment. No representation or other affirmation of fact regarding the services or equipment shall be deemed a warranty for any purpose or give rise to any liability of AARMS whatsoever. Organization acknowledges that it has relied on no warranties other than the express warranty in this agreement.

13. Limitation of Liability. AARMS shall not be liable to organization or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost profits, revenue or savings, loss of goodwill, or the loss of use of any data, even if AARMS had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall AARMS's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid to AARMS under this agreement. Organization acknowledges that the fees paid by it reflect the allocation of risk set forth in this agreement and that AARMS would not enter into this agreement without these limitations on its liability. Organization acknowledges any information entered or saved in the system by organization's employees or representatives is voluntarily done by the organization, taking full responsibility to redact any information that may be considered private and sensitive in nature.

14. Indemnification. Organization agrees to defend, indemnify and hold AARMS harmless from and against all damages, costs and expenses, including attorney's fees, from all litigation and claims, including, but not limited to, copyright and patent infringement, violation of third party's rights, trespass, product liability, property damage claims or claims for bodily injury or death, related to or arising from the Equipment or AARMS's performance of the Services. It is agreed that AARMS, at its option, may be represented by counsel of its own choice in any such proceeding and that Organization shall be promptly notified of any such claims.

15. Non-Solicitation. Each of the parties hereto agrees that, while AARMS' Services are being performed, and for a period of one hundred eighty (180) days following the termination of this Agreement, neither party will, except with the other party's prior written approval, solicit or offer employment to the other party's employees.

16. Miscellaneous. This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Utah without regard to principles of conflict of laws. For the purpose of this Agreement, both parties consent to the personal jurisdiction of the state and federal courts located in the State of Utah. If any provision of Terms and Conditions is prohibited by law or

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held to be unenforceable, the remaining provisions hereof shall not be affected, and these Terms and Conditions shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. Any waiver of a provision of these Terms and Conditions must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under these Terms and Conditions. These Terms and Conditions constitute the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous agreement between the parties relating to the performance of work under a Work Order.





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## ACKNOWLEDGEMENT AND AGREEMENT BY ORGANIZATION

San Juan County UT Sheriff's Office Representative Acceptance of Proposal and Terms and Conditions

Printed Name	Title
Signature	Date

NIJO/AARMS Representative

Printed Name	Title
Melissa Bjergo	Director of Agency Development
Signature	Date

San Juan County Sheriff's Office	Services In this Agreement	Implementation Cost	Annual Cost
DACOTA Annual Training Per Officer/Active User License	N	\$0	\$0
Academy of Basic Corrections (ABC)	N	\$0	\$0
Legal Based Jail Information for Utah	Yes	Waived	<del>\$ 2,760*</del> \$2,484*
Policy and Procedure Storage and System Maint.	N	\$0	NA
Customized Live On-site Training	N	\$0	\$0
NIJO Professional Certification	N	\$0	\$0
NIJO Accreditation (Utah specific)	N	\$0	\$5,750

\* Utah Counties entering into a service agreement with NIJO for the Utah Legal-Based Jail Information will receive a 10% discount of their annual cost if the service agreement is entered into by April 30, 2025.