

**Agreement Authorizing Johnson County Department of Corrections to Admit Roeland Park,
Kansas Municipal Offenders as Inmates into the Work Release Program at the Johnson County
Adult Residential Center**

This Agreement is entered into on the 16th day of June, 2020 (“Effective Date”), between the City of Roeland Park, Kansas and the Johnson County Department of Corrections (JCDOC), as authorized by the Johnson County Manager.

RECITALS

- A. ROELAND PARK requests the authorization to place appropriate Roeland Park Municipal offenders into the County’s Work Release program located at the Adult Residential Center (ARC) in New Century, Kansas, at the end of their municipal sentences once they have served a period of time in the Johnson County Adult Detention Center (JCADC) or as an alternative to placement in the JCADC. This will allow the offenders to obtain or maintain employment in the community while still receiving consequences for their municipal court violations. Roeland Park recognizes that this type of placement is more conducive to the offender’s successful reintegration to the community and long-term success than placement in detention.
- B. The ARC presently has the capacity to house municipal inmates that meet the JCDOC eligibility criteria for the ARC work release program.
- C. Through County Resolution No. 063-12, the Board of County Commissioners for Johnson County, Kansas authorized the County Manager, based upon the recommendations of the Johnson County Director of Corrections, to enter into agreements with municipalities to accept municipal offenders into the ARC work release program.

NOW THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, the City of Roeland Park and the Johnson County Department of Corrections and the Johnson County Manager agree as follows:

A. Placement into the ARC Work Release Program

- 1. Pursuant to the authority granted to the County Manager and subject to available capacity, the JCDOC agrees to accept into the ARC work release program ROELAND PARK municipal inmates, male or female, who are eligible for work release according to JCDOC work release eligibility criteria as established by the Director of Corrections. These offenders shall be residents of Johnson County who will be returning to Johnson County upon release.
- 2. JCDOC work release criteria shall be established with the intent to protect public safety and serve the public interest. Such criteria shall include criminal history, including any escapes or current warrants or detainers, prior incarceration behavior, employment requirements, citizenship/residency requirements, length of remaining sentence, and any other requirements

designed to ensure that participants successfully complete their work release participation and comply with state and federal law.

3. Upon notification from ROELAND PARK, JCDOC staff shall conduct an initial screening and determination of work release eligibility for each municipal inmate proposed to participate in the ARC work release program, the results of which shall be forwarded to the ARC Director for review.
4. JCDOC shall make the final determination as to whether each municipal inmate shall be accepted into the ARC work release program and shall at all times retain the right to reject or terminate any municipal inmate's participation in the program.
5. Johnson County inmates (sentenced by the 10th Judicial District Court) shall have priority over municipal inmates for admission into the ARC work release program.
6. Each ROELAND PARK inmate accepted into the JCDOC work release program shall be required to abide by JCDOC rules and regulations, as provided in a work release agreement to be executed by the ROELAND PARK inmate before his/her transfer to the ARC work release program.
7. Prior to or upon admission to the JCDOC work release program, ROELAND PARK Municipal Court will provide a custody notice to JCDOC staff that clearly sentences the ROELAND PARK offender to the custody of the JCDOC and provides authorization for JCDOC to place the inmate in the JCADC when necessary following a major violation of rules or law and authorize the JCADC to hold the inmate.
8. ROELAND PARK inmates will be sanctioned in the same manner as Johnson County work release inmates for any violation of ARC work release program rules or of the work release agreement. JCDOC will provide ROELAND PARK Municipal Court with copies of JCDOC disciplinary rules and sanctions. JCDOC staff will notify designated ROELAND PARK staff immediately upon any major rule infraction that will likely result in the inmate's removal from the JCDOC program.

B. Release or Removal from ARC Work Release Program

1. If a ROELAND PARK inmate fails to comply with the ARC work release program rules, he or she will be sanctioned in the same manner as county work release inmates.
2. If JCDOC determines that an ROELAND PARK inmate is not in compliance with the ARC work release program rules, has failed to obtain employment within a reasonable amount of time, has failed to maintain employment, and/or has become an unacceptable risk to public safety, JCDOC will place the inmate in the JCADC pending further municipal court action.
3. ROELAND PARK will be responsible for the cost of housing the ROELAND PARK inmate in the JCADC.
4. JCDOC will coordinate with ROELAND PARK regarding the appropriate release paperwork for those ROELAND PARK inmates who successfully complete the program. No ROELAND PARK inmate shall be released from the ARC work release program without proper authorization from the ROELAND PARK Municipal Court. The form and method of transmission of such authorization shall in all cases comply with such form and method that has been pre-determined by the parties.
5. JCDOC shall provide a brief discharge summary to the ROELAND PARK Municipal Court for each ROELAND PARK inmate who leaves the county program for whatever reason. The

summary shall describe the inmate's successful completion of his or her work release program or detail reason for his or her removal. The summary shall be provided within three business days of the notification to ROELAND PARK of removal or discharge.

C. Medical Needs

1. JCDOC shall provide basic nursing care on site for ROELAND PARK inmates. Costs of medications and all other medical, mental health, and dental services incurred by each ROELAND PARK inmate while in the ARC work release program shall be the responsibility of the inmate.
2. JCDOC shall be authorized to collect and keep a medical visit fee for each nurse visit from each ROELAND PARK inmate.

D. Food and Lodging

1. JCDOC shall provide each ROELAND PARK inmate in the ARC work release program three meals per day, the same as served to all residents at the ARC.
2. JCDOC shall provide each ROELAND PARK inmate in the ARC work release program adequate and clean residential housing, including bedding.
3. Each ROELAND PARK inmate shall be required to clean and care for his or her assigned living space and shall be required to complete other cleaning duties in facility common areas as directed.
4. Each ROELAND PARK inmate shall be responsible for providing his or her own personal clothes, as approved by JCDOC staff, while in the ARC work release program.
5. Each ROELAND PARK inmate shall be responsible for laundering his or her own personal clothes on site at the ARC.
6. JCDOC staff will provide ROELAND PARK with a list of allowable property and property that is considered contraband.

E. Cost for Work Release Program Participation

1. ROELAND PARK agrees to pay \$35.00 per day for each ROELAND PARK municipal offender that is participating in the JCDOC work release program. JCDOC will invoice ROELAND PARK for each previous month's charges by the 10th of the subsequent month. ROELAND PARK agrees to pay the invoice within 30 days following receipt of the invoice.

F. Administrative Provisions

1. This Agreement shall remain in full force and effect from its Effective Date and may be terminated, for any reason, by either party upon sixty (60) days' written notice to the other party.
2. The Director of the JCDOC shall have the authority to adopt rules and procedures for the administration of the participation of municipal inmates in the ARC work release program.
3. JCDOC and ROELAND PARK shall designate one email address and one staff telephone point of contact for communication regarding municipal inmates participating in the ARC work release program for the duration of this Agreement. Each party shall promptly notify the other of any changes in the designated email address and/or telephone number. The email address and/or telephone number for each party as of the date of this Agreement are:

JCDOC: Amy Rozelle

Email: amy.rozelle@jocogov.org

Telephone: 913-715-6318

ROELAND PARK: Judge Karen Torline

Email: Torlinelaw@gmail.com

Telephone: 913-677-3389 (clerk)

4. This Agreement is the entire agreement between the parties and may be modified or amended only by written agreement.
5. The provisions of the Agreement shall not be construed as providing an enforceable right to any third party.
6. ROELAND PARK neither assumes nor accepts any liability for the acts or failures to act, professionally or otherwise, of JCDOC, its agents, servants, or employees. JCDOC neither assumes nor accepts any liability for the acts or failures to act, professionally or otherwise, of ROELAND PARK or its agents, servants or employees.

JCDOC

Johnson County, Kansas

ROELAND PARK

Karen L. Torline, municipal court judge
City of Roeland Park, Kansas