

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

717



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
02/28/13

SUBJECT: Authorization to Release Inmates Being Held in Lieu of Bail to Electronic Monitoring

RECOMMENDED MOTION: Move that the Board of Supervisors authorize the Sheriff's Department to release inmates being held in lieu of bail to electronic monitoring as allowed by Penal Code Section 1203.018.

BACKGROUND: Due to jail overcrowding, Riverside County was forced to release almost 7,000 inmates early pursuant to Federal Court Order in 2012. More than 2,000 of these releases were inmates awaiting future court appearances under post-arraignment status. Due to the mechanism of the Federal Court Order release process, these inmates received no oversight but were simply provided a date for a future court appearance. This resulted in an average 29% Failure to Appear (FTA) rate in 2012.

(Continued on Page 2)

Departmental Concurrence

Raymond Gregory

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Raymond Gregory, Chief Deputy Sheriff

FINANCIAL DATA	Current F.Y. Total Cost:	NA	In Current Year Budget:	No
	Current F.Y. Net County Cost:	NA	Budget Adjustment:	No
	Annual Net County Cost:	NA	For Fiscal Year:	FY 2012-13
SOURCE OF FUNDS: Secured Electronic Confinement Program Revenue BR 13-064			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

- Consent
- Policy
- Consent
- Policy

County Executive Office Signature

BY: *Elizabeth J. Olson*
Elizabeth J. Olson

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.:

District: All

Agenda Number:

3-27

In an effort to increase public safety, the Riverside County Sheriff's Department has identified a mechanism to apply oversight to post-arraignment inmates. As opposed to releasing post-arraignment inmates per Federal Court Order, the Riverside County Sheriff's Department would provide a procedure to release these same inmates into the existing and expanded Secured Electronic Confinement Program. Each inmate would be assessed using the Correctional Offender Management Profiling for Alternative Sanctions (COMPAS) evaluation, or other suitable screening tool, to determine eligibility and consistency with the public safety interests of the community. The application for the Supervised Electronic Confinement Program is attached.

The Riverside County Sheriff's Department would assign each participant a case manager. This case manager would track the movements of each participant and provide court and programming details. Each participant would receive a Global Positioning System (GPS) ankle bracelet and weekly compliance checks at their residence, where deputy sheriffs would conduct interviews and a search of the residence. If enforcement action is needed, deputy sheriffs would return the participant to county jail.

Each participant must agree to follow no less than 36 terms and conditions associated with the program. These terms include that they not violate any law, serve a specified time of confinement, do not possess or consume alcoholic beverages or illegal drugs, submit to chemical testing, submit to search of their person and property, possess no weapons, participate in directed treatment or counseling programs, and abstain from any contact or communication with convicted felons or gang members.

In addition, to reduce the FTA rate, participants would receive telephonic reminders of their upcoming court dates. Participants who failed to adhere to the program rules and regulations would be returned to county jail.

On June 27, 2012, Senate Bill 1023 was signed into law by Governor Jerry Brown. This law amended Penal Code Section 1203.018, which now allows a county to release an inmate being held in lieu of bail to electronic monitoring without waiting the current 30 or 60 day period, if the correctional administrator of said county determines that the inmate's participation would be consistent with the public safety interests of the community.

1203.018. (a) Notwithstanding any other law, this section shall only apply to inmates being held in lieu of bail and on no other basis.

(b) Notwithstanding any other law, the board of supervisors of any county may authorize the correctional administrator, as defined in paragraph (1) of subdivision (k), to offer a program under which inmates being held in lieu of bail in a county jail or other county correctional facility may participate in an electronic monitoring program if the conditions specified in subdivision (c) are met.

(c)(1) In order to qualify for participation in an electronic monitoring program pursuant to this section, the inmate must be an inmate with no holds or

outstanding warrants to whom one of the following circumstances applies:

- (A) The inmate has been held in custody for at least 30 calendar days from the date of arraignment pending disposition of only misdemeanor charges.
- (B) The inmate has been held in custody pending disposition of charges for at least 60 calendar days from the date of arraignment.
- (C) The inmate is appropriate for the program based on a determination by the correctional administrator that the inmate's participation would be consistent with the public safety interests of the community.

It is anticipated, through initial research, approximately 100 post-arraignment participants could qualify for this program through June 30, 2013. Participants with the means to pay costs associated with the program under the current approved fee structure would be required to do so, although the ability to pay would not be a deciding factor per state law. As a result, it is anticipated that FY 12/13 revenue associated with the Secured Electronic Confinement Program could increase by approximately \$26,500, after applying vendor fees.

• 100 participants X \$90 application fee =	\$9,000
• 100 participants X \$10 daily fee X 30 days =	+\$30,000
	<u>\$39,000</u>
• 100 participants X \$4.16 vendor fee X 30 days=	<u>(\$12,480)</u>
	\$26,520

Factors that could affect these estimates include an unknown number of participants that may be eligible for fee-waivers or reductions based on ability to pay, and variations in the number of participants actually eligible once risk assessments are completed.

**Sample Application with Terms & Conditions*



**COUNTY OF RIVERSIDE
SHERIFF'S DEPARTMENT**

Stanley Sniff
Sheriff / Coroner / Public Administrator

**SUPERVISED ELECTRONIC CONFINEMENT PROGRAM
APPLICATION PACKET**

THE ITEMS CHECKED BELOW ARE REQUIRED AND MUST BE RETURNED WITH THE APPLICATION BEFORE YOU CAN BE CONSIDERED FOR THE SUPERVISED ELECTRONIC CONFINEMENT PROGRAM.

MAKE YOUR PHOTOCOPIES BEFORE YOU RETURN, OR WE WILL CHARGE A \$1.00 FEE PER COPY.

- Supervised Electronic Confinement Program application (this packet)
- Employment Verification Form (Page 2)
- Photocopy** of current pay stub or current Tax documentation (W-9, W-4, 1099, Previous Year Tax Return, SSI, Unemployment, etc.)
- Cohabitant Waiver Form (Co-Residents over 18 years, must sign) (Page 3)
- Photocopy** of most current phone bill (1st page only)
- Photocopy** of business or contractor's license (if self-employed)
- Photocopy** of current driver's license, California I.D., passport, or any Government issued I.D.
- Photocopy** of Schedule (Work, School, Court ordered classes, etc.)
- Other _____

SECP applicants are advised to collect and complete the above information as soon as possible. Be advised there are many applicants for the Supervised Electronic Confinement Program and priority will be given to those who collect and return their application information in a timely manner.

In order to complete your enrollment, you must bring all requested forms, documents and this completed packet with you to your scheduled appointment. Your appointment will be at:

SECP Office, 1627 S. Hargrave Bldg "D", Banning CA 92220 (951) 922-7695

**SECP
Employment Verification Form**

To be completed by applicant's employer

_____ Is employed by the undersigned as a
(Employee's Name)

_____, at _____
(Job Title) (Company Name)

Company address: _____
(Street Address)

(City) (State) (Zip Code)

Company Telephone #: _____ Supervisor _____

1. He/she will receive \$_____ per hour. He/she will be paid as follows:
 Weekly Bi-weekly Hourly Other _____

2. He/she will commence work at _____ a.m./p.m., to _____ a.m./p.m.
from _____ through _____
(Day of Week) (Day of Week)

(Note: If additional space is needed, attach employee's schedule, signed and dated by supervisor.)

3. He/she began employment with this company on _____
(Date)

Employer's Signature

Date

Employee/Participant's Signature

Date

COHABITANT WAIVER FORM

(To be signed by all co-residents age 18 and older)

I/We, the undersigned, being co-residents of _____, have been advised
The Applicant
of the following restrictions necessary for his/her placement on the SEC Program:

1. Obey all laws.
2. No deadly weapons permitted on the premises, i.e. firearms, martial arts weapons, or explosives.
3. No resident or guest shall be under the influence of any drug or alcohol.
4. No visitors in residence who are on the SECP, parole, probation, convicted felons, or gang affiliates.
5. The residence and any vehicle occupied by the person on Supervised Electronic Confinement is subject to search at any time of the day or night, with or without a warrant, and with or without reasonable cause, by any Peace Officer or any Probation Officer, for the purpose of determining compliance with the terms and conditions of the Supervised Electronic Confinement Program.
6. I agree to allow Peace Officers to enter my house or telephone the residence at any time of day or night (24 hours a day) for the purpose of supervising the person on Supervised Electronic Confinement and/or inspection of the Supervised Electronic Confinement equipment.
7. I understand there will be some disruption of the telephone service due to the operation of the electronic monitoring equipment while the equipment seizes the phone line and attempts to call and communicate with the main computer whether or not the phone is currently in use. I agree to discontinue any phone call to allow the equipment to report. (This only applies to land line phone service.)

I/We **agree to** the above restrictions on my/our actions and/or rights for the benefit of allowing the aforementioned applicant to participate in the Supervised Electronic Confinement Program. I/We understand that any violation of these rules and regulations may result in consequences to the applicant, including but not limited to: removal from the program, return to custody, filing of new charges, loss of conduct credits, and/or a violation of probation. I/We understand and accept that any law violations noted may result in my/our arrest and/or the filing of criminal charges against me/us.

<i>Signature</i>	<i>Print Name</i>	<i>Date</i>
<i>Signature</i>	<i>Print Name</i>	<i>Date</i>
<i>Signature</i>	<i>Print Name</i>	<i>Date</i>

I/We, the undersigned, **do not accept** these restrictions on my/our actions and/or rights. I/We understand this may result in the denial of electronic monitoring to the aforementioned Supervised Electronic Confinement Program applicant.

<i>Signature</i>	<i>Print Name</i>	<i>Date</i>
<i>Signature</i>	<i>Print Name</i>	<i>Date</i>

RIVERSIDE COUNTY SHERIFF'S DEPT.
Supervised Electronic Confinement Program

PARTICIPANT INSTRUCTIONS:

Please use the following checklist to ensure that you are prepared and ready to start your sentence.

- ✓ **BE ON TIME.** Set aside enough time to arrive 15 minutes early for scheduled appointment. If you are late or not prepared you may incur a reinstatement fee. Maximum of two appointments only.
- ✓ **Bring first payment in a U.S. Postal Money Order, Cash, or Visa/MasterCard.** NO PERSONAL CHECKS ACCEPTED. Payments are non-refundable.
- ✓ **If you choose to use land line phone service it must be basic analog service only, additional features ie: call waiting, call forwarding, call blocking, voice mail, "Dial-up" Internet access are not permitted. Digital phone service through cable or Internet, and Trunk Lines etc. are not permitted. If you have these services, contact the phone company to have them cancelled before your appointment. Disconnect all cordless phones, answering/fax machines, etc. If you have a "dial 9" phone line, notify us at the time of enrollment.**
- ✓ **If you choose to use the cellular monitoring service, we offer this on a first come first serve basis and do not guarantee to have a unit available on the date of your scheduled appointment. If a unit is not available be prepared to reschedule your appointment to a later date.**
- ✓ **Normal free time is between 7 AM and 3 PM. You must schedule personal activities between these hours. If you are requesting time out before 7 AM or after 3 PM, you must bring written verification in the form of a schedule or letter on company letterhead. Time out is permitted for the following reasons: Shift Work, School, DUI, Anger Management or other counseling appointments required by the court.**
 - **Time out will be a maximum of twelve (12) consecutive hours only, with required documentation.**

DAY	Work or School Schedule – Including Travel Time
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

****Please note this program is a privilege. ****

TERMS AND CONDITIONS

INDIVIDUAL AGREEMENT

I, _____, having been accepted to participate in the Supervised Electronic Confinement Program (SECP), I understand that I must comply with the following terms and conditions. I also understand a violation of any of these Conditions of Agreement may cause my immediate removal from the program without notice. These conditions are to be in effect during the period of the Supervised Electronic Confinement Program.

CONDITIONS OF AGREEMENT

1. I understand that my participation in the Supervised Electronic Confinement Program is strictly voluntary on my part.
2. I agree to pay the fees established by the Supervised Electronic Confinement Program on time. (The exact fee will be determined after review of application.) The payment **must be received on or before the payment due date** at the SECP Office at 1627 S. Hargrave St. Bldg "D", Banning, CA or I will mail a U.S. Postal Money Order to PO BOX 1265, Banning, CA 92220. Late payments will not be accepted.
3. I understand that upon completion of the Supervised Electronic Confinement Program, my equipment is to be returned on my scheduled release date. If my release date falls on a weekend or holiday, I must return it on the next business day. If I keep my equipment past this date, I will be charged my regular daily fee for every day the equipment is late.
4. I will not tamper with the electronic monitoring equipment that has been issued to me, nor will I permit tampering by any other person. Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence will result in my immediate removal from the program and the return to custody. I understand I will be held financially responsible for all equipment issued to me.
5. I understand my participation in the program will be monitored by a tamper-resistant, non-removable ankle bracelet, which I agree to wear 24 hours a day during the entire period of the Supervised Electronic Monitoring Program.
6. I will be required to have a dedicated phone line with basic analog phone service only, additional features ie: call waiting, call forwarding, call blocking, voice mail, "Dial-up" Internet access are not permitted. Digital phone service through cable or Internet, and Trunk Lines etc. are not permitted. Or if using cellular service, I must maintain electricity and be within the designated service area. I agree to return the equipment if it is not properly working due to poor cellular reception and obtain land line phone service in order to complete my sentence.
7. All residents of the household and I will grant admittance to my home to any officer of the Supervised Electronic Confinement Program or his/her designee at any hour of the day or night.
8. I understand that **I will be required to stay within the interior premises of my home**, and/or within the areas determined by the Supervised Electronic Confinement Program staff during my confinement time.
9. I will not, nor will I permit, anyone else to deface, unplug, move, tamper, abuse, alter, or disconnect any monitoring or telephone equipment placed in my home while I am on the Supervised Electronic Confinement Program.

10. I understand and agree that if either my electricity or telephone service is disconnected or turned off due to non-payment, I may be removed from the program.
11. I will only leave my residence during my confinement time for the following reasons:
 - a. When directed to do so by emergency personnel, i.e. police, fire, paramedics, etc.
 - b. When an emergency situation, such as serious illness or injury to myself or my immediate family occurs.
 - c. In the case of (a) and (b) I will immediately or as soon as possible call my case manager and advise them of such incidents. If the incident occurs during non-business hours I will call my case manager's direct line leaving voice mail explaining the nature of my emergency or incident requiring me to leave. I will provide written proof of any incident to my case manager the next business day or as soon as possible.
12. I will immediately, or as soon as possible, report any illness or circumstance to the SECP staff that prevents me from adhering to my schedule.
13. I will keep my telephone in good repair and the line available for incoming calls. All telephone conversations will be kept to a minimal length.
14. I will not violate any laws while I am a participant in the Supervised Electronic Confinement Program. If I receive as much as a traffic citation or have any contact with any law enforcement agency, I will report such contact as soon as possible to my case manager.
15. I will comply with all terms and conditions of my probation, if any, and any directives issued by my Case Manager. Failure to abide by any of these orders may result in my immediate removal from the program and my return to custody. It may also jeopardize further eligibility for other alternative programs.
16. I will not consume or possess any alcoholic beverages, illegal drugs, or narcotics. I will advise my case manager of any prescription drugs (including medical marijuana) I am required to take.
17. I will not possess, or have in my residence, any gun, explosive, or other deadly weapon as restricted by the Penal Code of California or my conditions of probation, pre-trial release or release from custody to the Supervised Electronic Confinement Program.
18. I will submit to chemical, blood, breath, saliva, or urine testing deemed necessary by the SECP staff or the courts.
19. I will submit my person, property, residence, or vehicle to search without any warrant or probable cause, at any hour of the day or night, by the SECP staff or their designee.

**In the event that any resident of my household fails or withdraws their agreement on any of the above terms or conditions, I understand that I may be immediately removed from the Supervised Electronic Confinement Program.
20. I understand that all residents of the household I live in must agree to the following conditions:
 - a. Obey all laws.
 - b. No possession of illegal drugs or narcotics.
 - c. No dangerous or deadly weapons.
 - d. No resident or guest shall be under the influence of any drug or alcohol.
21. No person may join or move into the household, unless prior permission is obtained from the SECP staff, and said person has signed the Cohabitant Waiver form.

22. I understand that I may be directed to enroll and participate in treatment programs or counseling by the Court or my Probation Officer. If I should fail to obey these directives or other terms of Probation, I may be removed from the program.
23. I will not have any form of contact or communication with any other inmates either in this program, in any jail or correctional facility or state prison, parolees, gang members, or convicted felons. (Exceptions to be approved by the SECP staff.)
24. Pets will be confined to allow free access to my residence by the SECP staff. I will advise the SECP staff of any pets or other hazards **PRIOR** to being placed on the Supervised Electronic Confinement Program.
25. I understand that I am not required to notify my employer of my participation in the SEC Program; however, it is my responsibility to provide verification of my continued employment and working hours. If I can't provide proper verification, the SECP staff may contact my employer to gather such information.
26. Work schedules may only be changed with verification by employer and approval of SECP staff.
27. I will submit any schedule change request at least 3 days in advance, between 9AM and 4PM, Monday through Friday. I will supply any documentation requested by the SECP staff to verify my schedule. Schedule change request will be kept to a minimum.
28. The primary use of SECP voice mail is for emergency situations that necessitate my leaving my home at unauthorized times or to request a return call. I understand that leaving a message on voice mail is **NOT** authorization to change my schedule or leave my home. I must obtain **prior approval** in person or by telephone from the SECP staff to change my schedule.
29. I understand that willful failure to return to my residence within the prescribed time, or leaving this address at an unapproved time may be deemed an escape from custody, and I can be charged and prosecuted to the fullest extent of the law. I further understand that failure to abide by the pre-determined schedule established by the SECP staff may be cause for my removal from the program.
30. I understand if the electronic monitoring equipment placed in my home should fail to operate properly based on my neglect, I may be removed from the program and returned to full custody, and charged for the equipment replacement.
31. I will abide by any reasonable requests and instructions related to program compliance.
32. I will be financially responsible for any medical expenses incurred while participating in the Supervised Electronic Confinement Program.
33. I understand that the loss of a receiving signal or the receipt of a tamper signal by the monitoring device shall constitute prima facie evidence that I have violated my confinement / curfew. I further agree and stipulate that the computer printout may be used as evidence in a Court of Law to prove said violation.
34. I will notify the SECP staff as soon as possible of any changes in status of my employment, school studies, job training, treatment program or other Supervised Electronic Confinement Program component or extension.
35. I understand any expense for special adapters necessary in the installation of electronic equipment and/or phone calls incurred to monitor this equipment shall be at my own expense.

36. I will abide by the following conditions checked below:

- No contact with: _____
- Other: _____

I, _____, having been accepted to participate in the Supervised Electronic Confinement Program, understand and agree to comply with the foregoing terms and conditions. By signing below, I acknowledge that I have received and read the foregoing terms and conditions. I also understand that a violation of any of these conditions will be cause for disciplinary actions, including removal from the program without notice.

A written statement of my rights as required under section 1208.2(I) PC Will be furnished upon request.

NOTICE OF DAILY FEE

I understand that, as a participant of the Supervised Electronic Confinement Program, I will be charged a daily program fee for everyday the equipment is out, whether I receive credit or not. I will be charged an additional daily fee if Breath Alcohol Testing is required. I understand how my daily fee was calculated and I agree with the method. At this time, I am able to meet my financial obligation, but should this change I understand I must notify my case manager immediately. I may also transfer out of the program and/or return to Court for further processing.

I understand that if I am terminated from the program for any reason, I will not receive a refund of any fees paid.

I understand that I must make all of my payments by cash, **U.S. Postal Money Order**, or credit card (Visa and MasterCard only). U.S. Postal Money orders must be made payable to Riverside County Sheriff's Department with my name and booking number clearly printed on the bottom. Payments may be made in person Monday through Friday 9am-4pm or mailed to **SECP, PO BOX 1265, Banning, CA, 92220**. Please note, **No personal checks will be accepted**. Payments must arrive on or before the due date. Late payments will not be accepted. The SECP office is closed weekends and holidays.

Upon my removal from the program, I understand that I am responsible for returning all of my equipment to the SECP office on time. I will be charged my daily rate for every day my equipment is returned late. I will be charged for any lost, damaged or missing equipment including phone and power cords. Willful failure to return equipment will result in prosecution for Grand Theft.

Participant's Signature

Date

Supervised Electronic Confinement Staff Member

Date



Acceptance of Responsibility

Upon being released onto SECP, you will be issued monitoring equipment by Sentinel Offender Services for the duration of your time on the program. The transmitter on your ankle, the in-home monitoring device and any other equipment issued by Sentinel Offender Services are now your responsibility. If the equipment is not returned, or is damaged, lost or destroyed, you will be required to pay the following amount(s):

In-Home Monitor (FMD)	\$1250.00	Cellular Monitor	\$1500.00
Ankle Transmitter	\$450.00	Ankle Transmitter	\$350
Transformer (power source)	\$25.00	Transformer (power source)	\$25.00
Telephone Cord	\$20.00	Strap	\$20.00
Strap	\$20.00		

If all monitoring equipment is not returned to Sentinel Offender Services upon request, completion or termination of program, a theft report will be filed with the local police department.

1. I agree to have the Electronic Monitoring Equipment placed on my person (transmitter) and in my home (field Monitoring Device).
2. I accept full responsibility for the loss or damage of this equipment.
3. If the equipment is lost or damaged, I agree to pay for any replacement or repair costs.
4. I understand that intentional damage to the monitoring equipment may result in filing of felony or misdemeanor vandalism charges under the California penal code section 594.
5. I understand that the amounts listed above represent the value of the equipment.

I, _____ understand and acknowledge the above statements and agree to comply with the terms and conditions listed above.

Participant Signature

Date

Sentinel Representative

Date

Supervised Electronic Confinement Program

Office Hours

Appointments
Enrollments
Payments
Reinstatements
Releases**



Monday through Friday 9 AM to 4 PM

CLOSED: Saturday – Sunday - Holidays

Equipment
Problems



Monday through Friday 9 AM to 4 PM

CLOSED: Saturday – Sunday - Holidays

****Releases must arrive between 9:00A.M. and 3:45P.M.**
If your release date falls on a weekend or holiday, you
must report the next business day.**