

# NEVADA COUNTY SHERIFF'S DEPARTMENT

## REASON FOR INVESTIGATION

The Nevada County Civil Grand Jury is responsible for reviewing law enforcement agencies within the county.

## PROCEDURE FOLLOWED

The Grand Jury studied conditions at the Wayne Brown Correctional Facility, interviewed the County Director of Personnel, officials and staff at the Sheriff's Department and reviewed wages and benefits in comparable counties.

## FINDINGS

1. The Nevada County Sheriff's Department is seriously understaffed. Witnesses testified that during certain hours, patrol is "skeletal," resulting in longer response times for residents to receive aid.
2. Deputy sheriffs respond to an average of five domestic disputes nightly, in addition to all other calls for help. Domestic disputes are considered the most volatile of situations, frequently resulting in violence. It is critical that at least two officers respond to such calls, which often take them off patrol for several hours.
3. The Wayne Brown Correctional Facility is experiencing a staffing shortage as well. Additionally, positions are frequently vacant due to injuries common to such a facility. Officers of all rank testified they are experiencing peak levels of stress and fatigue, the highest in years.
4. The Sheriff's sole mandate by law is to maintain a detention facility. The shortage of correctional officers to guard prisoners forces the sheriff to transfer patrol deputies to the jail, leaving the Sheriff's Department with even fewer officers to respond to emergency calls.
5. Every year Nevada County loses trained and experienced deputies and correctional officers to neighboring counties. Those interviewed testified that higher wages and enhanced retirement benefits were their reasons for leaving.
6. The cost of training a full time deputy sheriff amounts to \$43,000.
7. Nevada County has refused to give officers an equivalent upgrade in retirement benefits which are being offered by many California cities and counties, including the Grass Valley Police Department. The Public Employees Retirement System benefits would be available at no direct cost to the county.
8. At the time of this report, the deputy sheriffs are working without a contract and negotiations are still underway, according to the Personnel Department.

## **CONCLUSIONS**

1. There are not enough sheriff's deputies to respond immediately to all emergency calls throughout western Nevada County. Likewise, unfilled positions at the jail result in serious safety risks to correctional officers and inmates and increase financial liability for taxpayers. This puts citizens and deputies alike in real peril because they lack the protection they have the right to expect.
2. Nevada County deputies' wages and retirement benefits are significantly lower than comparable counties. This has effectively stymied Nevada County's attempts to recruit and retain deputy sheriffs and correctional officers. Without wage hikes and upgrades to the retirement package, the situation will worsen.
3. The loss of experienced deputies and correctional officers to other counties is extremely costly and a waste of taxpayers' money. Nevada county residents pay for and deserve better police protection and adequate jail security.

## **RECOMMENDATIONS**

The Nevada County Board of Supervisors should quickly improve deputies' and correctional officers' wages and benefits in order to recruit and retain qualified law enforcement officers.

## **RESPONSES REQUIRED**

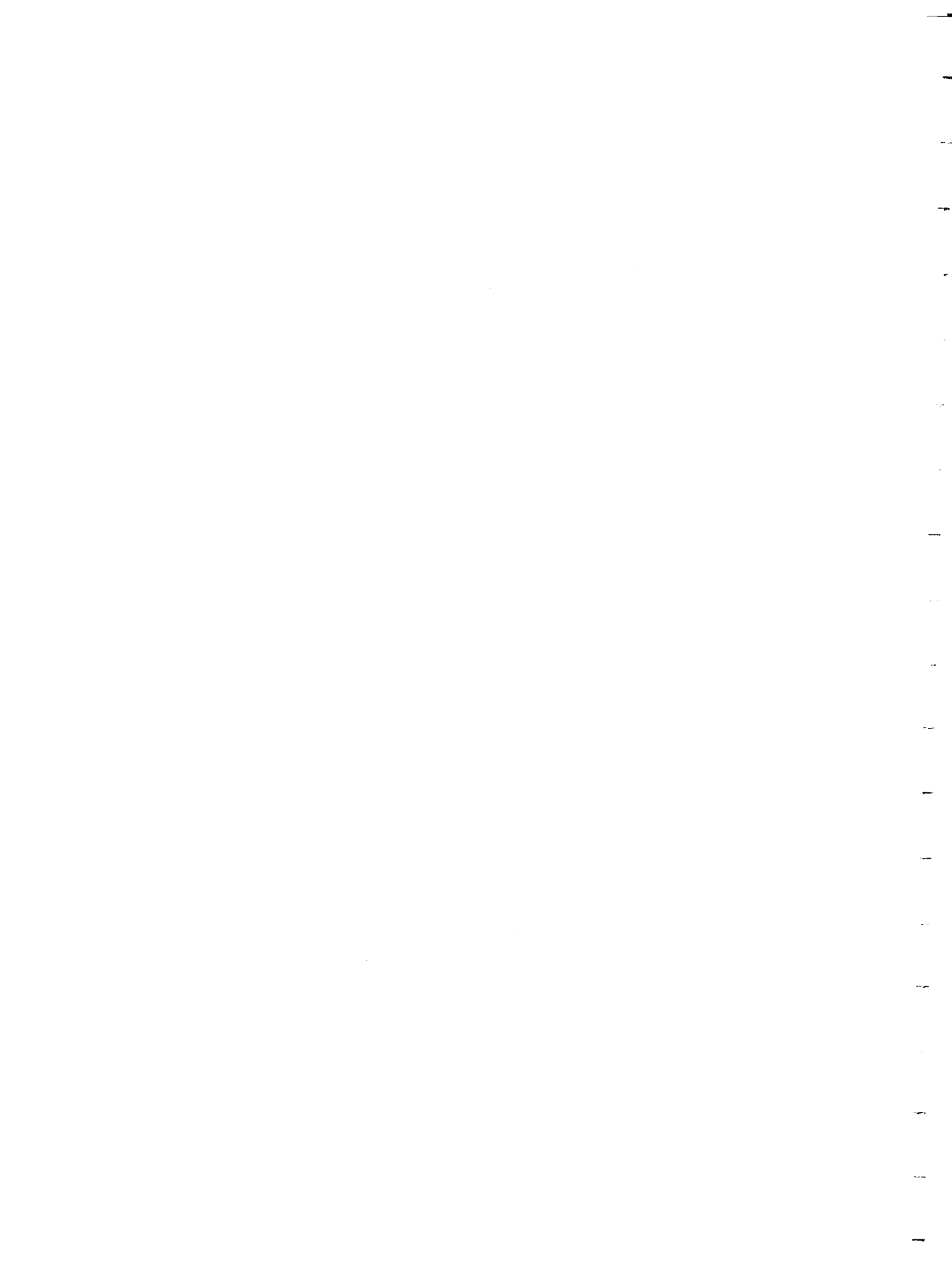
Sheriff, due June 4, 2001

Board of Supervisors, due July 2, 2001

## **PUBLICATION DATE**

April 3, 2001

# **RESPONSES**



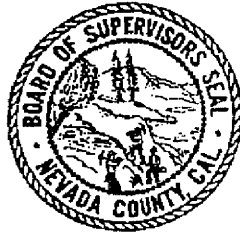
# COUNTY OF NEVADA

STATE OF CALIFORNIA

950 Maidu Avenue • Nevada City • California 95959-8617

## BOARD OF SUPERVISORS

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Cathy R. Thompson  
Clerk of the Board

June 26, 2001

The Honorable Kathleen Butz  
Presiding Judge of the Nevada County Courts  
Nevada County Court House  
Nevada City CA 95959

**Subject: Board of Supervisors Responses to the 2000-2001 Nevada County Civil Grand Jury Interim Report No. 7, dated April 3, 2001 regarding the Nevada County Sheriff's Department.**

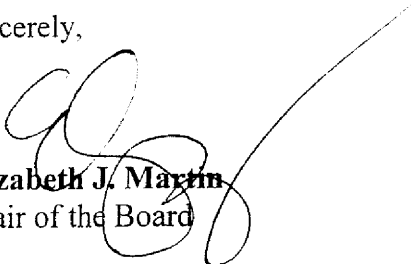
Dear Judge Butz:

The attached responses by the Board of Supervisors to the 2000-2001 Nevada County Civil Grand Jury Interim Report No. 7, dated April 3, 2001, are submitted as required by California Penal Code §933.

These responses to the Grand Jury's findings and recommendations were approved by the Board of Supervisors at their regular meeting on June 26, 2001. They are based on either personal knowledge, examination of official county records, review of the response by the Sheriff, or testimony from county staff members.

The Board of Supervisors would like to thank the members of the 2000-2001 Grand Jury for their participation and effort in preparing this report.

Sincerely,

  
**Elizabeth J. Martin**  
Chair of the Board

Attachment

ejm:pjw:pb

cc: Foreman, Grand Jury  
Ted Gaebler, County Administrator  
County Counsel  
Sheriff  
Personnel Director

**NEVADA COUNTY BOARD OF SUPERVISORS RESPONSES TO  
2000-2001 CIVIL GRAND JURY INTERIM REPORT NO. 7  
DATED MARCH 30, 2001  
RE: NEVADA COUNTY SHERIFF'S DEPARTMENT**

*Responses to findings and recommendations are based on either personal knowledge, examination of official county records, review of the response by the Sheriff, or testimony from the board chairman and county staff members.*

**I. GRAND JURY INVESTIGATION:**

**Nevada County Sheriff's Department**

**A. RESPONSE TO FINDINGS & RECOMMENDATIONS:**

**Findings:**

- 1. The Nevada County Sheriff's Department is seriously understaffed. Witnesses testified that during certain hours, patrol is "skeletal", resulting in longer response times for residents to receive aid.**

Disagree with the first sentence. At the present time, current vacancies in the Sheriffs' Department have been self-imposed until deputy sheriff reassignments from the Truckee substation are completed following the Town of Truckee's transition to a town police department in September 2001. A sufficient pool of qualified candidates also presently exists to fill any additional vacancies that may exist following the transition. Despite these current vacancies, existing levels of service are being maintained.

The Board is also committed to securing additional funds to supplement the Sheriff's budget to support his request for additional deputy sheriff authorizations should the need arise at the end of the fiscal year.

Neither agree nor disagree with the second sentence. The Board has no knowledge of witnesses' testimony to the Grand jury. However, the Sheriff indicated in his response that current response times to priority calls for service are consistent with prior years back to 1988. The Board agrees with the Sheriff that successful management has resulted in maintaining current levels of service with existing resources.

- 2. Deputy sheriffs respond to an average of five domestic disputes nightly, in addition to all other calls for help. Domestic disputes are considered the most volatile of situations, frequently resulting in violence. It is critical that at least two officers respond to such calls, which often take them off patrol for several hours.**

Disagree with the first sentence. As indicated in the response by the Sheriff to this finding, a survey of data available for the three-month period between the first of October and the end of December 2000 found that deputy sheriffs responded to an average of 1.32 domestic dispute calls per night.

Agree with the second sentence.

Partially agree with the third sentence. The amount of time "off patrol" depends on the location and nature of the dispute. Additionally, responding deputies are in constant radio contact with the dispatch center and can respond to higher priority calls for service if needed.

3. **The Wayne Brown Correctional Facility is experiencing a staffing shortage as well. Additionally, positions are frequently vacant due to injuries common to such a facility. Offices of all rank testified they are experiencing peak levels of stress and fatigue, the highest in years.**

Disagree with the first sentence.

An active recruitment to fill vacant Correctional Officer positions was conducted by the Personnel Department and for the time period October, 2000 through April 15, 2001, thirteen (13) Correctional Officers were hired. The facility was at its fully authorized staffing of 49 officers at the time of the Board response to Grand Jury report regarding the Wayne Brown Correctional Facility in April 2001. Current vacancies are being held open pending a decision regarding retention and staffing of the Truckee substation following the transition to a Town of Truckee Police Department on September 1, 2001.

Agree with the second sentence.

At the date of the Grand Jury report regarding the Wayne Brown Correctional Facility, January 22, 2001, there were 4 Correctional Officers out on leave of absence. This number is consistent with historical trends. Employees who are on leave of absence are not considered vacancies and their positions cannot be back-filled.

Neither agree nor disagree with the third sentence.

The Board has no knowledge of correctional officers' testimony to the Grand Jury. The Board agrees however, that correctional officer duties are stressful and fatigue can result from working extended hours in the difficult environment of a correctional facility.

4. **The Sheriff's sole mandate by law is to maintain a detention facility. The shortage of correctional officers to guard prisoners forces the sheriff to transfer patrol deputies to the jail, leaving the Sheriff's Department with even fewer officers to respond to emergency calls.**

Disagree with the first sentence. The Sheriff has other duties in addition to operation of a detention facility that are mandated by State law. These duties include:

- Public Administrator

- Coroner
- Issue chain installer permits
- Issue Christmas tree transportation permits
- Issue explosives permits
- Service of civil process
- Issue concealed weapon permits
- Court security
- General law enforcement

Agree with the second sentence

5. **Every year Nevada County loses trained and experienced deputies and correctional officers to neighboring counties. Those interviewed testified that higher wages and enhanced retirement benefits were their reasons for leaving.**

Agree. Exit interviews of departing deputies and correctional officers are consistent with the Grand Jury Finding.

6. **The cost of training a full time deputy sheriff amounts to \$43,000.**

Disagree.

The \$43,000 figure is misleading in that includes the cost recruitment, testing, background investigations, field training and the first year salary to completion of the probationary year.

7. **Nevada County has refused to give officers an equivalent upgrade in retirement benefits, which are being offered by many California cities and counties, including Grass Valley Police Department. The Public Employees Retirement System benefits would be available at no direct cost to the county.**

Disagree. The County and the Deputy Sheriffs Association approved a new labor agreement in April that provided more than 27 percent in salary increases over four years and increased their retirement benefit to "3% percent at 50". This new retirement benefit will allow long-term deputies to retire at age 50 with up to 85 percent of base salary. Although this new retirement benefit will initially not result in additional cost to the county, it has the potential to increase county funding liability in future years. This benefit is the top-end retirement benefit available to Safety employees.

8. **At the time of this report, the deputy sheriffs are working without a contract and negotiations are still underway, according to the Personnel Department.**

Agree that at the time of the report the deputy sheriffs were working without a current contract and that negotiations regarding a new contract were underway. The Board ratified a new



contract with the Deputy Sheriffs Association on May 8, 2001 (See response to Recommendation 1).

## **RECOMMENDATIONS**

- 1. The Nevada County Board of Supervisors should quickly improve deputies' and correctional officers' wages and benefits in order to recruit and retain qualified law enforcement officers.**

The recommendation has been implemented.

The County and the Deputy Sheriffs' Association agreed upon a new four-year Memorandum of Understanding (MOU) on April 5, 2001. The Board of Supervisors ratified the MOU on May 8, 2001. Details of the agreement are as specified in Board Resolution 01-183 (attached).

## **B. OTHER RESPONSES REQUIRED:**

Keith Royal, Sheriff-Coroner – June 4, 2001



# **RESOLUTION No. 01-183**

**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

**RESOLUTION RATIFYING A MEMORANDUM OF UNDERSTANDING WITH THE DEPUTY SHERIFF'S ASSOCIATION PROVIDING CHANGES IN COMPENSATION AND TERMS AND CONDITIONS OF EMPLOYMENT DURING THE PERIOD OF OCTOBER 1, 2000, THROUGH SEPTEMBER 30, 2004**

WHEREAS, employees of the County's Deputy Sheriff's Association are represented in matters of wages and benefits and other terms and conditions of employment; and,

WHEREAS, the Board of Supervisors desires to extend certain changes in wages and benefits to members of the Deputy Sheriff's Association in accordance with a specified timetable as delineated in the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, that the County of Nevada ratifies a Memorandum of Understanding with the Deputy Sheriff's Association.

BE IT FURTHER RESOLVED that the changes in salaries and benefits depicted in the attached Memorandum of Understanding are hereby granted to the employees designated as members of the Deputy Sheriff's Association.

BE IT FURTHER RESOLVED that all other compensation, fringe benefits, responsibilities and restrictions heretofore or hereafter granted or made applicable to members of this bargaining unit, in accordance with state law and not subsequently repealed or amended, shall continue in force until repealed or amended by resolution, ordinance or other appropriate Board action.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of May, 2001 by the following vote of said Board:

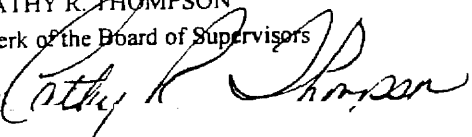
Ayes: Supervisors Peter Van Zant, Sue Horne, Elizabeth Martin, Barbara Green.  
Noes: None.

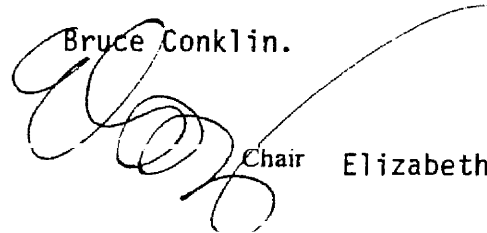
Absent: None.




Abstain: Bruce Conklin.

ATTEST:

CATHY R. THOMPSON  
Clerk of the Board of Supervisors

By 

  
Chair Elizabeth Martin

DATE 5-10-01 COPIES SENT TO  
Personnel (2)   
A-C   
Deputy Sheriff's Assn.  
Administration 

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**COUNTY OF NEVADA**

**AND**

**NEVADA COUNTY DEPUTY SHERIFFS ASSOCIATION**

**WHEREAS**, the County of Nevada (hereinafter "County") and the Nevada County Deputy Sheriffs Association (hereinafter "DSA") have commenced collective bargaining pursuant to the Myers-Milias-Brown Act and, through their mutual efforts have agreed to a new Memorandum of Understanding between the County and the DSA, the terms of which are described as follows:

**I. TERM OF MOU**

The term of the MOU shall be for a four (4) year period of time from October 1, 2000 through September 30, 2004.

**II. WAGE INCREASES**

The parties agree that members of the DSA shall receive the following wage increases:

Effective October 1, 2000	Ten (10%) percent wage increase
Effective September 30, 2001	Five (5%) percent wage increase
Effective September 29, 2002	Five (5%) percent wage increase
Effective September 28, 2003	Seven (7%) percent wage increase

**III. CALPERS RETIREMENT ENHANCEMENT**

The County and the DSA agree to enhanced available retirement benefits to members of the DSA to the 3% @ 50 formula, effective on either June 30, 2002 or October 1, 2003. Said effective date of implementation of the 3% @ 50 formula shall be solely at the County's discretion.

**IV. RETIREE HEALTH AND WELFARE INSURANCE COVERAGE**

The parties agree to incorporate into this MOU the retiree health coverage language previously agreed to by the parties in September 2000.

**V. FIELD TRAINING OFFICERS**

The parties agree that the Sheriffs Department will be adding two Field Training Officers to the Nevada City office.

The County and the DSA hereby acknowledge the above described MOU has been approved and ratified by the County and the DSA and shall conclude the collective bargaining negotiations pending between the parties.

Date: 4-16-01

*Paul Q. Goyette*  
Paul Q. Goyette, Nevada County DSA

Date:

*Rep. Paul A. ... #2957 / NCSO*  
Nevada County DSA

Date: 4-18-01

*Richard A. Haffey*  
Asst. County Administrator  
Richard A. Haffey, County of Nevada Administrator

Date: 4/19/01

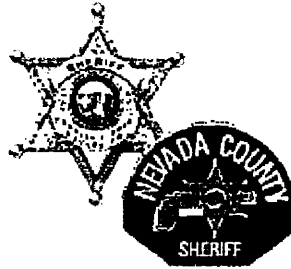
*Angie M. ...*  
Angie M. ... County of Nevada  
Director of Personnel

Date:

Date:

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# NEVADA COUNTY SHERIFF'S OFFICE



KEITH ROYAL  
SHERIFF/CORONER

May 3, 2001

Honorable M. Kathleen Butz, Presiding Judge  
301 Church Street  
Nevada City, CA 95959

RE: RESPONSE TO GRAND JURY REPORT

Dear Honorable M. Kathleen Butz:

This report is prepared in response to the Grand Jury's report dated March 30, 2001, relative to their recommendations as they pertain to conditions at the Sheriff's Office including wages and benefits.

## Findings

1. The Sheriff agrees partially with the finding. Relative to the issue of "longer response times," the Sheriff's Office analyzed all available data on this matter, and found that current response times to priority calls for service are consistent with prior years dating back to 1988. The Sheriff's Office has successfully managed its overall calls for service through prioritizing of the calls, and use of extensive overtime to meet staffing needs.
2. The Sheriff agrees partially with the finding. Relative to the issue of "five domestic disputes nightly," a survey of data available for the three-month period between the first of October and the end of December 2000 found that deputy sheriff's responded to an average of 1.32 such calls for service nightly.
3. The Sheriff agrees with the finding.
4. The Sheriff agrees with the finding.
5. The Sheriff agrees with the finding.
6. The Sheriff agrees partially with the finding. The \$43,000 figure represents the cost of recruitment, testing, background investigations, field training and the first year salary to completion of the probationary year. This is not a true reflection of the cost in training a full-time deputy sheriff.

ADMINISTRATION: 950 MAIDU AVENUE, NEVADA CITY, CA 95959 - (530) 265-1471  
CORRECTIONS: P.O. BOX 1130, NEVADA CITY, CA 95959 - (530) 265-1291  
TRUCKEE: P.O. BOX 699, TRUCKEE, CA 96160 - (530) 582-7838  
KEITH.ROYAL@NCSHERIFF-CA.COM

The Nevada County Sheriff's Office routinely hires deputy sheriffs who have completed a full basic academy prior to employment. As such, absent the cost for the academy training, the actual cost incurred by the Sheriff's Office for training a new deputy sheriff to the solo certified status and placing that deputy in the field is approximately \$16,344.

7. The Sheriff agrees with the finding. However, since the publishing of this Grand Jury report, the County Board of Supervisors and the Deputy Sheriffs' Association have entered into an agreement which provides the association members with the 3% at age 50 retirement benefit package which is equivalent to other surrounding law enforcement jurisdictions. Furthermore, at this time the benefit bears no cost to the County. However, at some point in the future, based on economic conditions, the benefit may become a funding liability.
8. The Sheriff agrees with the finding. However, on May 8, 2001, the Board of Supervisors is scheduled to officially adopt a resolution enacting a new bargaining contract with the Deputy Sheriffs' Association.

### **Recommendations**

This recommendation has been implemented. In October, 2000, the Nevada County Personnel Department, in conjunction with the Sheriff's Office's Personnel/Training Unit, developed a monthly testing schedule for correctional officers in order to provide a continuous pool of correctional officer candidates to fill vacant positions.

The Nevada County Personnel Department also agreed and implemented a lateral transfer entry position for correctional officers from other agencies to enter into employment with Nevada County at a Correctional Officer II position.

The Nevada County Personnel Department initiated an independent compensation survey for correctional officers this past January. Based on the results of that survey, the Board of Supervisors provided the correctional officer classification with an immediate 10.5 percent increase in their wages, and an additional 4 percent pay increase to be received in October 2001.

As of this date, the Sheriff's Office has two vacant correctional officer positions. In addition, the Sheriff's Office has hired 16 correctional officers since October 2000.

Additionally, the Nevada County Board of Supervisors and the Deputy Sheriffs' Association have recently agreed to a labor contract, which provides for substantial wage and benefit increases.

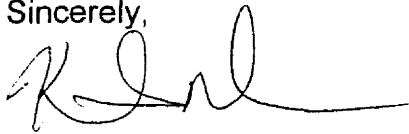


Grand Jury Report (March 30,2001)  
March 3, 2001  
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In conclusion, I feel the Nevada County Board of Supervisors has taken significant steps to improve the wages and benefits for deputy sheriffs and correctional officers, and based on these efforts, has provided a foundation to enable the Sheriff's Office to successfully recruit and retain qualified law enforcement officers. Furthermore, the Personnel Director has intensified her recruitment efforts for both these classifications in an effort to eliminate existing vacancies.

Should you have additional questions relative this matter, please feel free to contact me at 265-1384.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Royal", with a long horizontal flourish extending to the right.

Keith Royal, Sheriff