



BOARD OF SUPERVISORS COUNTY OF INYO

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RECEIVED

September 3, 2019

SEP 03 2019

The Honorable Brian Lamb
Presiding Judge, Inyo County Superior Court
Inyo County Courthouse
Independence, CA 93526

INYO CO. SUPERIOR COURT
PAMELA M. FOSTER, CLERK
DEPUTY
BY *LF*

SUBJECT: 2018-2019 Grand Jury Interim Report

Dear Judge Lamb:

On behalf of the Board of Supervisors, all County departments and the County as a whole, I would like to take this opportunity to thank the members of the 2018-2019 Grand Jury for their work in preparing both the 2018-2019 Grand Jury First Interim Report and 2018-2019 Grand Jury Final Report. As always, the County appreciates these dedicated citizens' commitment to trying to affect positive change by making constructive suggestions for improving the way our local governments function.

Enclosed is the Board of Supervisors' response to the 2018-2019 First Interim Report (the Board of Supervisors was not required to respond to the Final Report). This response was approved by the Board and developed, as always, with input from staff.

As with the County's responses to Final Grand Jury Reports in years' past, this response follows Penal Code Sections 933.05(a), 933.05(b), 933.05(c) (copy included). The Board's response is limited to only those items required by State Statute and in the format prescribed by law, which, as you know, provides the Board with very little literary license – limiting the Board to certain phrased responses to select from when responding to sometimes complex and nuanced findings and recommendations.

Also, under the County's reading of those Penal Code Sections, responses to grand jury reports are only required from the governing bodies of public agencies (e.g., the Board of Supervisors) and from elected County officers or department heads (e.g., the Sheriff). County officers and department heads such as myself work under the control and direction of the Board of Supervisors and within the parameters of the policies it sets. So while I appreciate the invitation to personally and independently respond to the 2018-2019 Interim Report, I will not be providing a separate response – but rest assured that my input has been considered by and is reflected in the Board of Supervisors' response.

Again, on behalf of the Board of Supervisors, I want to express the County's appreciation for the Grand Jury's efforts to identify ways in which the County may improve its operations in support of our efforts to provide quality services to our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clint G. Quilter', with a long horizontal flourish extending to the right.

Clint G. Quilter
County Administrator

cc: Inyo County Board of Supervisors

California Penal Code

Section 933.05 (a), (b) and (c)

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

County of Inyo

Response to 2018-2019 Grand Jury First Interim Report

September 3, 2019

High Turnover at Inyo County's Sheriff's Department to other Local Law Enforcement Agencies

FINDINGS

FINDING 1: "Inyo County Sheriff Deputies work for \$11,160.00 to \$22,032.00 per year less than the officers and deputies in the neighboring law enforcement departments of Bishop, Mono County and Mammoth Lakes."

COUNTY RESPONSE: *Disagree partially.* This analysis takes into account only base pay and does not consider the total compensation package offered by Inyo County, which includes a variety of specialty pays, varied insurance benefits, and substantially different retirement and retirement benefits those of Bishop, Mono County and Mammoth Lakes.

FINDING 2: "Inyo spends an average of \$133,729.25 per recruit to train a new deputy sheriff."

COUNTY RESPONSE: *Disagree wholly.* We are unable to replicate this figure through our own calculations, which reveals a typical training cost of \$86,827.

FINDING 3: "In the last 3 1/2 years, 6 Inyo deputy sheriffs have left Inyo to work for the 3 neighboring law enforcement departments."

COUNTY RESPONSE: *Disagree partially.* Not understanding how this figure was arrived at, we can agree that 7 Inyo deputy sheriffs have left Inyo County to work for the 3 neighboring law enforcement departments since 2015. We also note that during this same period, 5 experienced lateral hires from other agencies occurred.

FINDING 4: "Salary was the primary or at least a major factor in the decision of each and all of the 6 deputies to leave Inyo to go to the other departments."

COUNTY RESPONSE: *Unable to agree or disagree.* The Board of Supervisors did not speak with any of the deputies in question and therefore can neither confirm nor deny their reasons for departure.

FINDING 5: "Experience of law enforcement officers is valuable to the officers and the citizens they serve, Inyo is losing experienced deputies to neighboring departments."

COUNTY RESPONSE: *Agree.*

FINDING 6: "By our preliminary computations, raising the salaries of all 20 patrol deputies by \$1,038.00 per month would cost less than half of what is now being spent in an average year for training new recruits."

COUNTY RESPONSE: *Disagree wholly.* As discussed in the response to Finding 2, the costs referenced by the Grand Jury to train new deputies are higher than what we

have calculated, and the identified salary increase does not take into account other substantial costs associated with such an increase such as specialty pays, retirement, retiree health benefits and unfunded liability payments.

FINDING 7: “Pro rata reimbursement contracts would be legally valid if signed by recruits before they accept expensive training at the expense of the Inyo County Sheriff’s Department.”

COUNTY RESPONSE: Agree.

RECOMMENDATIONS

RECOMMENDATION 1: “Prepare a comprehensive analysis of the total compensation package currently offered to starting Inyo County deputies without a Police Officers Standards and Training (POST) certificate as compared to the package offered to officers/deputies being hired with a POST certificate by local law enforcement agencies.”

COUNTY RESPONSE: *The recommendation will not be implemented because it is not warranted or not reasonable.* Total compensation for law enforcement officers is based on a variety of factors, not just the base pay rates of adjacent communities. These factors include organizational size and complexity, financial situation of the employing agency, and consistency with the overall compensation structure of the agency.

RECOMMENDATION 2: “The Inyo County Sheriff’s Department should give salary raises to all of its deputies to bring their salary at least on a parity with neighboring law enforcement departments.”

COUNTY RESPONSE: *The recommendation will not be implemented because it is not warranted or not reasonable.* As previously indicated, the comparison of Inyo County deputy salaries to those of neighboring law enforcement departments is misleading, as it does not account for the total compensation package offered in Inyo County. It should also be noted that the County’s labor negotiators and the Deputy Sheriffs Association have reached a tentative agreement on a new Memorandum of Understanding with updated salary and compensation provisions included. This agreement will be brought to the Board of Supervisors for approval in early September.

RECOMMENDATION 3: “If an Inyo County Deputy, for whom the county has funded a POST certificate, is hired by Mammoth Lakes Police Department, Bishop Police Department, or Mono County Sheriff’s Department within the first 4 years of service, there should be a requirement of a pro rata reimbursement to Inyo County by either the deputy or the agency hiring the deputy.”

COUNTY RESPONSE: *The recommendation requires additional analysis.* Staff will conduct an analysis, within the next six months, of the feasibility of implementing such a policy.