



Alameda-Contra Costa Transit District

SR 23-319
RED FOLDER
June 28, 2023 Board of
Directors Meeting

Alameda-Contra Costa Transit District

Internal Audit Report

Alameda County Sheriff Contract and Follow-Up Audit

June 2023



Alameda-Contra Costa Transit District

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Background

The Internal Audit Department has performed a financial and operational compliance review of the Alameda County Sheriff's Office service contract with AC Transit. This review was requested by management to help support the District's goal of achieving better service and cost-efficiencies in all areas of District security operations.

AC Transit contracted with the Alameda County Sheriff to provide a dedicated unit, including all management, personnel, equipment, transportation and supplies as necessary to provide law enforcement services throughout the District's Alameda County service area. The dedicated unit consists of one (1) Lieutenant, four (4) Sergeants, three (3) Sheriffs Technicians and twenty (20) Deputy Sheriffs. The unit is deployed twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days annually to protect the District's employees, its passengers, its real and personal property, and to curtail opportunities for criminal activities on District property. The current contract between AC Transit and the Alameda County Sheriff covers the period from July 1, 2021 to June 30, 2024 with two (2) one (1) year options that can be exercised at the District's discretion, so, a total of five years if those options are exercised. Total actual costs incurred by the District for Alameda County Sheriff law enforcement services in fiscal year 2022 was \$9,426,618 and \$5,200,435 for the first six months of fiscal year 2023. The total not-to-exceed amount that can be incurred under the contract, including all option years, is forty-nine million five hundred thousand dollars (\$49,500,000).

Purpose

The purpose of this review was to perform a general compliance review of the Sheriff's performance under the current contract, which included: financial terms, method of billings, delivery of contract service provisions, and level of service.

Audit Objectives and Scope

The audit objectives were to determine that:

- Monthly service billings and service delivery were in compliance with contract requirements.
- Key controls were in place to ensure accountability of performance.
- The contract was properly managed to ensure cost-effectiveness.



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- The District was receiving an optimal level of service.

The scope of the audit included the following procedures:

- Examination of monthly Alameda County Sheriff invoices from July 2021 to December 2022 for compliance with current contract financial terms.
- Review of Sheriff reporting requirements for compliance with contract terms.
- Review of Sheriff service levels for compliance with contract terms.
- A follow-up review of Internal Audit findings and recommendations made from a previous audit of the Alameda County Sheriff contract (see Section II - Alameda County Sheriff Contract Internal Audit Follow-Up and Update – June 2022).
- A follow-up of Crowe, LLP findings and recommendations made from a recent audit of the current Contra Costa County Sheriff audit and applying those recommendations to the current Alameda County Sheriff contract (see Section III - Contra Costa Sheriff Audit Report - performed by Crowe, LLP - and Applied to the current Alameda County Sheriff Contract).

Summary of Results

We have concluded, based on our review, that the Alameda County Sheriff was generally in compliance with most major sections of the contract. However, there was a billing error identified and cost overruns in certain areas of the contract:

- An overbilling of \$55,511, covering three months, relating to an incorrect indirect cost rate charged to the District.
- Wages and overtime for fiscal year 2022 and the first six months of fiscal year 2023 were well in excess of contract estimates.
- Dispatch costs for fiscal year 2022 and the first six months of fiscal year 2023 were in excess of contract estimates.
- Workers Comp costs for fiscal year 2022 and the first six months of fiscal year 2023 were in excess of contract estimates.

In addition, to improve AC Transit's internal administration of the contract, we recommend that written standard operating procedures for managing the Alameda County Sheriff contract should be developed.



Section Ia- New Findings & Recommendations

1. Incorrect Indirect Cost Rate Charged from July 2021 to September 2021.

Findings:

Monthly invoices from the Alameda County Sheriff in July, August and September 2021 contained incorrect indirect cost rates (which is applied to total Sheriff personnel and workers compensation costs) resulting in overbillings of:

Month	Overbilled Amount
July 2021	\$18,785
August 2021	\$18,323
September 2021	\$18,404
Total	\$55,511

The indirect cost rate that was supposed to be charged, beginning with the new contract in July 2021, was 7.5%, however, the rate charged in July, August and September 2021, was the old rate of 10.65% which resulted in the \$55,511 of overbillings.

The new contract, starting July 1, 2021, wasn't signed by AC Transit and the Alameda County Sheriff until November 2021, so, the old rate of 10.65% was used as a place holder in the July, August and September 2021 invoices but was never updated (in those 3 months) to reflect the new indirect cost rate of 7.5%.

Recommendations:

AC Transit should meet with the Alameda County Sheriff to discuss the \$55,511 of overbillings relating to the use of the incorrect indirect cost rate charged in July, August and September 2021 and request reimbursement for these overbillings.

Alameda County Sheriff Response:

Your audit uncovered an overbilling of three months of indirect costs for July, August and September 2021.

- This \$55,511 overbilling amount was credited to AC Transit on invoice # ACT-FY23-08, dated May 19, 2023.



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2. Wages and Overtime in Excess of Contract Estimates.

Findings:

Salaries, wages and overtime charged to AC Transit in fiscal year 2022 and for the first 6 months of fiscal year 2023, were well in excess of contract estimates (Exhibit 1-B Contract Estimates of the contract) contained in the current Alameda County Sheriff contract:

Fiscal Year 2022	Actual Costs Billed	Contract Estimates (Exhibit 1-B)	Actual Costs to Estimates Over/(Under)	% Over/(Under)
Salaries & Wages	\$3,855,652	\$3,608,521	\$247,131	6.85%
Overtime	\$496,301	\$377,290	\$119,011	31.54%
Total	\$4,351,953	\$3,985,811	\$366,142	9.19%

Fiscal Year 2023 (First 6 Months)	Actual Costs Billed	Contract Estimates (Exhibit 1-B)	Actual Costs to Estimates Over/(Under)	% Over/(Under)
Salaries & Wages	\$2,114,022	\$1,804,261	\$309,762	17.17%
Overtime	\$344,031	\$188,645	\$155,386	82.37%
Total	\$2,458,053	\$1,992,906	\$465,148	23.34%

Salaries, wages and overtime were \$366,142 over contract estimates in fiscal year 2022 (or 9.19%) and \$465,148 (or 23.34%) over contract estimates for the first 6 months of fiscal year 2023.

Recommendations:

The contract states that pricing adjustments from estimates made in Exhibit 1-B of the contract must be justified by the Sheriff. AC Transit should meet with the Alameda County Sheriff to discuss the reason(s) that salaries,



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wages and overtime charged to AC Transit in fiscal year 2022 and first six months of fiscal year 2023 were so much higher than contract estimates.

Alameda County Sheriff Response:

Your audit showed the Salaries and Wages and Overtime Costs were in excess of the contract estimates.

- Current salaries and wages have increased for all ranks by approximately 7.4% since the signing of the contract.
- These salary increases for every rank was one of the major contributing factors in the increase in overtime costs.
- In addition to the salary increases, the position of Sergeant at AC Transit Police Services was identified as a critical position which could no longer go vacant on midnight shifts. As the average age, tenure and overall experience of deputies of the Sheriff's Office continued to decrease, the past practice of utilizing the senior team member as a "deputy in charge" when a sergeant was absent was determined to be unsustainable.
- I will continue to monitor the overtime and ensure overtime is only being utilized to backfill bided vacation and mandatory training, not discretionary time off.
- As per contract terms, going forward, we will provide justification for charges exceeding contract estimates.

3. Dispatch Costs in Excess of Contract Estimates.

Findings:

Dispatch costs charged to AC Transit, in fiscal year 2022 and for the first 6 months of fiscal year 2023, were in excess of contract estimates (Exhibit 1-B Contract Estimates of the contract) contained in the current Alameda County Sheriff contract:

Dispatch Costs	Actual Costs Charged	Costs Estimated in Contract (Exhibit 1-B)	Actual Costs to Estimates Over/(Under)	% Over/(Under)
FY 2022	\$421,755	\$387,000	\$34,755	8.9%



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FY 2023 (1 st 6 months)	\$213,622	\$193,500	\$20,122	10.4%
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Recommendations:

The contract states that pricing adjustments from estimates made in Exhibit 1-B of the contract must be justified by the Sheriff. AC Transit should meet with the Alameda County Sheriff to discuss the reason(s) that dispatch costs charged to AC Transit in fiscal year 2022 and first six months of fiscal year 2023 were so much higher than contract estimates.

Also, since Dispatch cost billings are based on the number of calls made to the Sheriff by AC Transit, the District should reinforce to its personnel that calls to the Sheriff should only be for incidents requiring a security or law enforcement related response. Incidents not requiring security or law enforcement response should be called into Road Supervisors for assistance.

Alameda County Sheriff Response:

Your Audit showed the Dispatch Costs charged to AC Transit, in fiscal year 2022 and for the first 6 months of fiscal year 2023, were in excess of contract estimates.

The formula for calculating Dispatch costs is determined by calculating the number of calls for service attributed directly to AC Transit Police Services and the total Dispatch costs, which include a set cost per call and the Dispatch staff's salaries and wages.

In addition to an increase in chargeable calls for service, related costs have increased. This was in part, due to the implementation of the new Mark43 Computer Aided Dispatch system, in July of 2022, and in part due to an increase in salaries for all employees assigned to Emergency Services Dispatch.

Finally, as per contract terms, going forward, we will provide justification for charges exceeding contract estimates.

4. Workers Comp Charges in Excess of Contract Estimates.

Findings:

Workers Comp costs charged to AC Transit, in fiscal year 2022 and for the first 6 months of fiscal year 2023, were in excess of contract estimates (Exhibit 1-B Contract Estimates of the contract) contained in the current Alameda County Sheriff contract:



Workers Comp Costs	Actual Costs Charged	Costs Estimated in Contract (Exhibit 1-B)	Actual Costs to Estimates Over/(Under)	% Over/(Under)
FY 2022	\$250,836	\$32,714	\$218,122	666%
FY 2023 (1 st 6 months)	\$151,708	\$16,357	\$135,351	827%

Recommendations:

The contract states that pricing adjustments from estimates made in Exhibit 1-B of the contract must be justified by the Sheriff. While this might have been an error when the Sheriff made workers comp contract cost estimates, AC Transit should meet with the Alameda County Sheriff to discuss the reason(s) that workers comp costs charged to AC Transit in fiscal year 2022 and for the first six months of fiscal year 2023 were so much higher than contract estimates.

Alameda County Sheriff Response:

Your Audit showed the Workers Comp cost charged to AC Transit, in fiscal year 2022 and for the first 6 months of fiscal year 2023, were in excess of contract estimates.

- The \$32,714 Cost Estimate is related to Workers Comp Insurance per individual, which does not include actual costs related to claims filed.
- The Actual Cost of Workers Comp claims filed is determined based on the Salaries, Overtime and Claim Amount associated to each individual's claim. Any claim filed by someone assigned to AC Transit Police Services and any claim filed by an Agency member related to an injury sustained at the time they were assigned to AC Transit Police Services is included in this total.
- COVID-19 exposures being covered under Worker Comp is likely the greatest contributing factor to the high costs during this period. The mandatory "isolation periods" and the need to utilize Overtime to prevent staffing from dropping below safe minimums were significant contributing factors.
- As per contract terms, going forward, we will provide justification for charges exceeding contract estimates.



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Section Ib- Open Findings and Recommendations from Contra Costa Sheriff Audit Report - performed by Crowe, LLP - and Applied to the current Alameda County Sheriff Contract

1. Develop AC Transit policies and procedures for Sheriff's Office Contract - AC Transit does not currently have policies and procedures documented or implemented related to the contract with Sheriff's Office. We recommend documenting and implementing policies and procedures related to managing the contract, including approving invoices, reviewing key performance indicators and assessing Sheriff's Office performance. Quality documented policies and procedures can provide AC Transit with a uniform approach to managing the contract and more seamless transitions as AC Transit staff rotate or leave.

AC Transit Response:

Corrective action is **in progress**. While informal procedures for managing the Sheriff's contract are already in place, it is agreed that written standard operating procedures will be developed for managing the Alameda County Sheriff's contract (see Section III #4b). These written standard operating procedures for managing the contract will be in place by August 2023.

Section II- Alameda County Sheriff Contract Internal Audit Follow-Up and Update – June 2022

Objective: To provide an update on the status of audit recommendations made in a previous Internal Audit report of the Alameda County Sheriff contract. We interviewed appropriate District staff and Sheriff's office personnel and reviewed/tested relevant documents and data to determine if the prior audit recommendations were satisfactorily resolved.

1. Sheriff's Contract Controls

The audit revealed that the contract lacks a "not to exceed contract budget amount" clause and contains no other provisions to restrain overtime or other expenses and provides no incentive to limit the overall contract cost. The audit team recommended that the current contract be renegotiated to include a standard "Not to Exceed Clause,"



to give the District some protection against budget overruns and unfettered spending on the part of the service provider.

June '23 Update: This has been **resolved**. The current contract with the Alameda County Sheriff contains a "Not to Exceed Amount" (see 3. Contract Price in the current contract). The current contract was entered into on July 1st, 2021 for three years to June 30th, 2024 and contains two (1) year options, exercised at the District's discretion. The total "Not to Exceed Amount" for the five year contract, including the two (1) year options, is \$49,500,000.

2. Lack of Audit Clause

The audit revealed that the contract lacks an audit clause which means the District receives no assurance that line-item costs billed are accurate, verified or can be verified, or are in compliance with controlling County documents, policies and procedures or other cost standards. The audit team recommended that future contracts be billed based upon "actual cost" and contain an audit clause.

June '23 Update: This has been **resolved**. The current contract with the Alameda and Contra-Costa County Sheriff contains an audit clause allowing review of all financial and operational records as well as inspection of any District equipment provided to the Alameda County Sheriff for execution of the contract (see 58. Contract Closeout in the current contract).

3. Lack of Supporting Documentation for Billing

The audit revealed that the contract lacks a requirement for the Sheriff's Office to submit receipts and other reliable documentation to support charges for actual costs billed to the District, which means that the District receives no assurance that line-item costs billed are accurate and verifiable. The audit team recommended that future contracts include audit capabilities or a flat rate of billing based on an agreed patrol hour service level.

June '23 Update: This has been **resolved**. The current contract with the Alameda County Sheriff contains a requirement that monthly invoices will be accompanied by a line-item accounting for expenses billed (see 3. Contract Price in the current contract). This includes, in detail, the services rendered by the Sheriff during the previous month; the number of hours performed (by location, if applicable); and the hourly rate of each person billed. The Sheriff estimates all costs for the contract year and any significant deviations must be justified.



4. No Mutual Indemnification Clause

The audit revealed that the contract does not contain a mutual indemnification clause to provide protection to the District from liabilities incurred due to negligence from law enforcement personnel. The audit team recommended that the contract be amended as soon as possible to require indemnification of the District for the negligence or willful misconduct of the Alameda County Sheriff's Office and its personnel or subcontractors.

June '23 Update: This has been **resolved**. The current contract with the Alameda Sheriff contains a “Mutual Indemnification” clause (see 16. Indemnification in the current contract).

5. Lack of Specificity Creates Service Level & Control Risks

The audit revealed that the contract lacks specificity with regard to scope of work and performance, and the contract does not provide any performance-based standards or references or reporting of performance indicators to the District. The audit team recommended that AC Transit insert substantially more specificity in future security contracts to include performing regular patrols along specified sectors or grids of AC Transit's service routes, regular schedules for riding/patrolling buses, and require reporting on response time, number of calls received and closed, number of calls received and reports written, monthly patrol hours by individual and by the agency, monthly number and percentage of time performing non-contract work, and a method to determine whether crime is reduced with fewer reported incidents, and a corresponding increase in rider satisfaction.

June '23 Update: This has been **resolved**. The current contract with the Alameda County Sheriff contains a “Performance Criteria/Requirements and Quality Assurance” clause (see Exhibit 1-C in the current contract). It requires the Sheriff to work with the AC Transit Protective Services Manager and Operations Management Team to track certain outcomes of the safety and security services performed under the contract. The Sheriff works continuously with the AC Transit Protective Services Manager to make any necessary modifications to service levels, performance measures, goals and security targets.

Additionally, the Sheriff provides monthly reporting of:

- Total number of incident reports written by officers.
- Total response time for each call dispatched.
- Total number of “altercations” between AC Transit staff and passenger or public.
- Total number of arrests (misdemeanor or felony).
- Total number of citations (bus zone/traffic).



- Transit vehicle activity (shadowed/boarded/rode).
- Total mental health referrals.

6. Verification of Patrol Activity Reports - The audit revealed that the Monthly Police Activity Logs are not verified by or reconciled to District records. The audit team recommended that the activity log be periodically reconciled to the OCC report of calls made to the Sheriff's Dispatch Office to ensure reasonable accuracy of the number of calls received and answered and to help determine where the service level may require improvement.

June '23 Update: This has been **resolved**. The advent of the Data Integration and Mitigation Environment (DIME) system installed and used by the District collects and then reconciles daily OCC calls to the Sheriff with Sheriff daily incident reports, showing any disparities. This information is reviewed by Protective Services and included in the Board Quarterly Protective Services report.

7. Patrol Activity Monitoring System

The audit revealed that tighter controls need to be in place for monitoring patrol deputies to ensure adequate law enforcement activity for AC Transit facilities, vehicles, and routes in providing protection to the bus ridership community. The audit team recommended that the Sheriff's Office provide AC Transit access to the daily log of incidents database report for review on a regular basis. Periodically, entries from this log should be reviewed and reconciled/compared with a sample of incidents reported by the District's Operations Control Center (OCC) report query of incidents.

June '23 Update: This has been **resolved**. As described in 6. above, the DIME system reconciles OCC Sheriff calls with Sheriff daily incident reports, showing any disparities.

8. Invoicing

The audit revealed that due to cost overruns, rising overtime pay, along with the lack of contract safeguards, a closer look at the billing costs is warranted. The audit team recommended that additional understanding of the County's billing practices is required to obtain assurance as to the accuracy of the billing.

June '23 Update: This was **partially resolved**. The current audit has identified Sheriff indirect cost billing errors and contract cost overruns in wages, overtime, dispatch and workers compensation (see Section I - New



Audit Findings and Recommendations). A schedule to validate monthly Sheriff invoices and reconcile itemized charges (i.e. staff wages/overtime, direct and indirect costs) with contract amounts was developed and provided to Protective Services. This schedule has already been implemented and being used by Protective Services, helping them to identify any billing errors or contract cost overruns and allow for proper follow-up with the Alameda County Sheriff.

9. Analysis

The audit revealed that the District does not use a formal, documented data-driven methodology to obtain a security profile of the transit system. The audit team recommended that the District take steps to develop and review a strategic security profile map of the entire service area to obtain more objective and documented information to help determine future staffing levels and related deployment patterns.

June '23 Update: This has been **resolved**. Daily incident report data has been incorporated into a service area heat map and assists Protective Services and the Sheriff in their continuous review of their strategic security plan levels and deployment.

10. Security Service Contract Scope of Work

The audit revealed that the contract provides that the service primarily focuses on incident response. The scope of work appears to be very limited and could be reasonably expanded to provide the District with better security services. The audit team recommended expansion of the scope of work to conform to transit security best practices, duties and performance detail.

June '23 Update: This has been **resolved**. As described in 9. above, daily incident report data has been incorporated into a service area heat map and assists Protective Services and the Sheriff in their continuous review of their strategic security plan levels and deployment.

11. Formal, Updated Strategic Plan

The audit noted that the District Security Service Plan needs to include formal security goals, objectives, tactics, and performance indicators that will provide District management with greater insight and the ability to monitor and measure effectiveness. The Security Service Plan should include clear tactics, strategies, and transit system service levels using real-time performance measurement tools as evidenced by the number of service calls.



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June '23 Update: This has been **resolved**. An annual strategic security plan is developed by AC Transit and the Sheriff and it is continuously reviewed to determine that it is sufficient to achieve optimal service level goals. It is based on key activity metrics reported by the Sheriff (i.e. incidents, arrests, citations, etc.). These metrics are reported to the AC Transit Board of Directors quarterly.

Section III-Contra Costa Sheriff Audit Report - performed by Crowe, LLP - and Applied to the current Alameda County Sheriff Contract

Objective: To provide an update on the status of audit recommendations made in the previous Crowe, LLP audit of the current Contra Costa County Sheriff contract and applying to the current Alameda County Sheriff Contract. We interviewed appropriate District appropriate staff and Sheriff's office personnel and reviewed/tested relevant documents and data to determine if the prior audit recommendations were applicable to the current Alameda County Sheriff contract and if so, were satisfactorily resolved.

1. Reporting

a. Enhance District access to Sheriff Office reports - Reports provided from the Sheriff's Office to AC Transit including the daily incident report and County Monthly Report for Protective Services should be stored on a shared site to allow AC Transit staff easy access to reports. AC Transit should work with the Sheriff's Office to develop a data sharing portal (e.g., SharePoint) to enable real time report access to certain levels of AC Transit staff. With continuous access to reports, AC transit supervisors and other senior level staff can better monitor situations, analyze activity trends, and make adjustments to levels of service or assignments as needed based on the needs of operators, operating supervisors and the general public.

Alameda County Sheriff June '23 Status:

This audit recommendation is **satisfactorily in place**. The daily incident reports and monthly summary reports are received from the Sheriff's Office and collected by the Data Integration and Mitigation Environment (DIME) system with real time access to appropriate AC Transit staff.



b. Report Sheriff Office response times - The Sheriff's Office should include response times in their reporting as a key performance indicator. AC Transit can use response time information as a basis for evaluating the timeliness of services provided by Sheriff's Office deputies and to identify and correct potential issues or gaps in service responsiveness.

Alameda County Sheriff June '23 Status:

This audit recommendation is **satisfactorily in place**. Daily incident response times are being reported and received from the Sheriff's Office. Incident response times are reviewed by Protective Services and summarized in the Board Quarterly Protective Services report.

2. Sheriff's Office Services

a. Require continuous 24-hour Sheriff Office coverage - AC Transit should work with the Sheriff's Office to adjust deputy schedules to provide coverage 24 hours a day or adjust schedules to leave smaller windows of time throughout the day if 24 hour coverage is not possible. Beginning at 0300, there is a three-hour gap in coverage until the next Sheriff Office deputy is on duty at 0600. During this time, AC Transit staff rely on other law enforcement providers, including the Richmond police department and Richmond BART police department. AC Transit staff report a higher incident rate during these late night and early morning hours and services provided by non-dedicated police departments are often delayed. Due to the higher incident rates, AC Transit should require the Sheriff's Office to cover the 0300 to 0600 time period (e.g., by adjusting deputy schedules).

Alameda County Sheriff June '23 Status:

This audit recommendation is **satisfactorily in place**. This audit finding is not applicable to the Alameda County Sheriff because they are already providing 24/7 coverage in the Alameda County service area.

b. Provide Sheriff Office deputies with access to AC Transit cameras - AC Transit should allow on duty Sheriff's Office deputies to access AC Transit security cameras on a real time basis rather than requiring them to request access. Sheriff's Office deputies assigned to the AC Transit contract currently do not have proper credentials to access AC Transit security cameras which limits their ability to perform duties when needed. AC



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Transit should update the contract or enter into a memorandum of understanding to allow Sheriff Office deputies to access AC Transit security cameras.

Alameda County Sheriff June '23 Status:

This audit recommendation is **satisfactorily in place**. This audit recommendation is not applicable to the Alameda County Sheriff because they were already provided with laptop computers and access to AC Transit security cameras.

3. Invoicing

a. Refine Sheriff's Office communications and vehicle charges invoicing methodology - AC Transit should require the Sheriff's Office to provide additional detail for communication and vehicle charges including clearly describing how the Sheriff's Office calculates these charges and what triggers their inclusion in monthly invoices. AC Transit should work closely with the Sheriff's Office to determine an acceptable methodology for the communication and vehicle charges and to clearly include this methodology in the contract.

Alameda County Sheriff June '23 Status:

This audit recommendation is **satisfactorily in place**. Protective Services contacted the Alameda County Sheriff's Office to have them explain the calculations behind monthly communication and vehicle charges.

Communication (or Dispatch) costs were already mentioned in this report and there were Dispatch cost overruns in the current contract period. The Sheriff's methodology for calculating Dispatch costs and the amount of cost overruns in the current contract period is shown in Section I – New Audit Findings and Recommendations.

Vehicle costs are billed to AC Transit as follows:

The Alameda County General Services Agency (GSA) owns the vehicles used by the Alameda County Sheriff and leases them to the Sheriff. Costs are passed on from the Sheriff, without mark-up, to AC Transit for the vehicles used in providing service to the District. These costs include the monthly lease fee charged to the Sheriff (by GSA) and the federal mileage rate multiplied by actual vehicle mileage (vehicle mileage is systematically tracked by the Sheriff) which covers fuel, insurance and maintenance.



b. Expand Sheriff Office work performed reporting - AC Transit should require the Sheriff's Office to include more detail on work performed during the preceding month. This detail could include certain key performance indicators such as total incidents, number of incidents responded to by each deputy, and response times for each incident. This could be in the form of daily or monthly incidents reports or listing of services provided by deputy or lieutenant. The goal of this recommendation would be to connect the monthly invoices with the various reports submitted by the Sheriff's Office.

District Response:

This audit recommendation is **satisfactorily in place**. This data, including incidents and response times, is currently being reported by the Sheriff's Office. The data and other key metrics are included in the Board's Quarterly Protective Services report.

4. General

a. Allow AC Transit more timely feedback to Sheriff Office personnel - AC Transit staff expressed interest in further opportunities to provide feedback on services provided by Sheriff's Office. We recommend creating a mechanism for the Manager of Protective Services or designee to provide monthly or quarterly feedback to the Sheriff's Office. Feedback could be informal in the form of open in person or on-line forums, or more formal in the form of surveys sent to relevant staff. Such continuous feedback on Sheriff's Office services will allow AC Transit to address issues as the need arises.

District Response:

This audit recommendation is **satisfactorily in place**. Monthly Safety Committee meetings conducted Districtwide are one outlet for AC Transit staff to provide feedback concerning Sheriff services. Also, the Manager of Protective Services regularly receives feedback from AC Transit employees which is then passed on to the Alameda County Sheriff for follow-up.

b. Develop AC Transit policies and procedures for Sheriff's Office Contract - AC Transit does not currently have policies and procedures documented or implemented related to the contract with Sheriff's Office. We recommend documenting and implementing policies and procedures related to managing the contract, including



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approving invoices, reviewing key performance indicators and assessing Sheriff's Office performance. Quality documented policies and procedures can provide AC Transit with a uniform approach to managing the contract and more seamless transitions as AC Transit staff rotate or leave.

District Response:

Corrective action is **in progress**. While informal procedures for managing the Sheriff's contract are already in place, it is agreed that written standard operating procedures will be developed for managing the Alameda County Sheriff's contract (see Section Ib #1). These written procedures will be in place by August 2023.

c. Explore Options for Additional Services – AC Transit, where possible, should consider absorbing additional services that may be deemed to be beneficial to AC Transit staff and the general public. AC Transit should consider incorporating additional services into any new contract agreement with the Sheriff's Office.

District Response:

Corrective action is **satisfactorily in place**. The District and Protective Services utilize a private security company to assist with security on District property. They also have enlisted the help of a social services firm to assist employees and passengers in need.