



**A Report to the  
City Commission**

**Mayor**  
Lauren Poe

**Mayor-Commissioner Pro Tem**  
Adrian Hayes-Santos

**Commission Members**

David Arreola

Gail Johnson

Gigi Simmons

Harvey Ward

Helen Warren

City of  
Gainesville Office  
of the City  
Auditor

Carlos L. Holt – City Auditor

Independent Combined  
Communication Center Interlocal  
Agreement  
Agreed Upon Procedures

November 15, 2018

## EXECUTIVE SUMMARY

November 15, 2018



### Why We Did This Engagement

This engagement was requested by the Gainesville City Commission and was added to the annual audit plan and approved by the City Commission on May 3, 2018.

Two previous attempts to audit the process (in 2003 and 2013), were either not completed or completed without full internal access to records.

# Independent Combined Communications Center Interlocal Agreement Agreed Upon Procedures

## BACKGROUND

The City of Gainesville entered into an interlocal agreement with Alachua County Board of County Commissioners and the Alachua County Sheriff's Office to share resources to provide a cooperative dispatch center to effectively coordinate public safety communications. The agreement was signed on or about May 31, 2009, and subsequently amended on August 23, 2011, and also on October 30, 2012. In general, the agreement apportions all expenses incurred for the Combined Communications Center among the participants based on the percentage of *calls for service* during the fiscal year. The Combined Communications Center is operated by the Alachua County Sheriff's Office. Current participants in the agreement are Alachua County Board of County Commissioners, the City of Gainesville, and the City of High Springs. According to the agreement, Clerk of the Court - Finance and Accounting distributes the monthly billings and the annual settlements. The City of Gainesville pays approximately 48 percent of net expenses, as computed by the recent annual calls for service ratio.

## OBJECTIVES

The primary objective is to determine if the calls for service, operational costs, capital equipment cost, debt service cost and miscellaneous revenues were accurately calculated and passed on to participants, as described in the interlocal agreement.

Prior to undertaking the specific agreed upon procedures, outlined in the "Procedures" section below, we first completed the following pre-engagement enabling procedures in order to gain a better understanding of the various moving pieces in the operation and financial process for the Combined Communications Center.

In the pre-engagement enabling procedures, we gained an understanding of:

- billable calls for service process and the assignment of each call to the various participants of the inter-local agreement;
- expenses that are attributed to the Combined Communications Center;
- various revenues (grants, 911 fees, interest, etc.) that are received by the Combined Communications Center;
- capital equipment and debt service costs of the Combined Communications Center.

## GOVERNANCE

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All strategic long-term policy recommendations on planning and funding issues as it related to the Combined Communication Center, is performed by the Executive Board. This board is made up of:

- Alachua County Sheriff
- Mayor, City of Gainesville
- Board of County Commissioner member

The Executive Board is also utilized for dispute resolution and as a liaison to the City and County Commissions. It will elect its own Chair to preside over all meetings and meet at least semi-annually.

The City, County, and Sheriff shall also create an Administrative Board that is responsible for Standard Operating Procedures, recommending changes to procedures for implementation by the Sheriff (who can reject or modify, as they see fit) and for making recommendations to the Executive Board. The Administrative Board is comprised of:

- City Manager or Assistant City Manager
- County Manager or Deputy County Manager
- Alachua County Sheriff's designee

The Sheriff is assigned the responsibility for management and operation of the Combined Communication Center.

## PROCEDURES

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Using the May 12, 2009, Inter-local Agreement (between the City of Gainesville, the Alachua County Sheriff, and Alachua County) and the two subsequent amendments (2011, 2012) to the agreement as criteria; and using the period of October 1, 2015, through September 30, 2017, as the scope of work (final settlements):

1. Determine with accuracy the total population of billable calls for each fiscal year.
2. Determine with accuracy the total amount of expenses attributed to the CCC for each fiscal year.
3. Independently re-compute the percentage of total billable calls for service allocated to the City of Gainesville for each fiscal year.
4. Perform analytics of total expenditures, follow-up on possible red flag indicators.
5. Using a random monetary unit sample with a 90 percent confidence level and an expected error rate of five percent (~46 intervals), test non-payroll expenditures for: appropriateness of assignment to Combined Communication Center costs, vouching to ensure supporting evidence (existence) for each fiscal year.
6. Using a statistical random record sample using a 90 percent confidence level and an expected error rate of five percent (~65 time cards), test payroll records (one two-week period for each employee is one record) for appropriate assignment to Combined Communication Center costs for each fiscal year. Note: Process will include short interviews of some employees to determine workload areas.

7. Compare offsetting revenues received from FEMA, federal or state grants, interest bearing accounts, and 911 revenues with offsetting credits given to the City of Gainesville on annual settlements as per Section 3D of the agreement for each fiscal year.
8. Compare capital equipment and debt service cost calculations with portions allocated to the City of Gainesville, FL, for each fiscal year.
9. Report results to City of Gainesville, Alachua County Sheriff, and Alachua County.

## SCOPE AND METHODOLOGY

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We have performed the procedures enumerated below, which were agreed to by the Alachua County Sheriff's Office, solely to determine procedure-specific compliance with the Interlocal Agreement for the period of October 1, 2015, through September 30, 2017. The Alachua County Sheriff's Office and the Alachua County Board of County Commissioners on behalf of the Combined Communication Center is responsible for maintaining adequate internal controls over the process.

This Agreed-Upon Procedures engagement was conducted in accordance with standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the Combined Communication Center's process. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of the Alachua County Sheriff's Office, the Alachua County Board of County Commissioners and City of Gainesville and is not intended to be and should not be used by anyone other than these specified parties.

## PROCEDURES AND FINDINGS

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Using the May 12, 2009, Inter-local Agreement (between the City of Gainesville, the Alachua County Sheriff, and Alachua County) and the two subsequent amendments (2011, 2012) to the agreement as criteria; and using the period of October 1, 2015, through September 30, 2017, as the scope of work (final settlements):

### **1. Determine with accuracy the total population of billable calls for each fiscal year.**

Criteria:

*"SECTION 5. OPERATIONAL PLAN - Standards for the provision of services and protocols for the handling and processing of all emergency communication calls received by the Center shall be set forth in a Combined Communications Center Operating procedures Manual (SOP Manual). The SOP Manual shall also include a definition of "calls for service" to be utilized as the basis for apportionment of costs as provided in Section 3B. The SOP Manual shall be developed and updated as needed."*

The interlocal agreement states that there should be a *Standard Operating Procedure* (SOP) Manual that describes what constitutes a Call for Service; however, there is not a clear definition in the manual. The

only documentation of what constitutes, as a call for service, resides in the formula window of the Calls for Service Crystal Reports. This is a dynamic (changing) formula maintained in the Crystal Report formula window. The interlocal agreement allows for the formula to be changed at the liberty of the Alachua County Sheriff (and Combined Communication Center) staff. We replicated the formulas as outlined in the Crystal Reports and performed an additional data and formula integrity test. However, we were unable to replicate the exact number of total billable calls used in the annual true-up invoices<sup>1</sup>.

Based on our analysis of the process and the testwork we performed, the differences are likely attributed to:

- a) inconsistent formulas used between entities,
- b) changes made to fire station numbering (ACFR Fire Stations) without updated reporting formulas, and
- c) a lack of completeness testing (procedures to verify total populations).

**Figure 1: Fiscal Year 2016 Billable Calls for Service Calculations**

Fiscal Year 2016 Results – Total Billable Calls						
Total Calls per fiscal year 2016 true-up	Total Calls recalculated by CAO based on formulas	Difference	Percentage Difference	Total Calls based on Data and Formula Integrity Test	Difference	Percentage Difference
a	b	a-b	(a-b)/a	c	a-c	(a-b)/a
<b>293,166</b>	<b>288,699</b>	<b>4,467</b>	<b>-1.52%</b>	<b>300,349</b>	<b>-7,183</b>	<b>+2.45%</b>

Source: fiscal year 2016 true-up invoice and recalculated calls from the Computer Aided Dispatch.

**Figure 2: Fiscal Year 2017 Billable Calls for Service Calculations**

Fiscal Year 2017 Results – Total Billable Calls						
Total Calls per fiscal year 2017 true-up	Total Calls recalculated by CAO based on formulas	Difference	Percentage Difference	Total Calls based on Data and Formula Integrity Test	Difference	Percentage Difference
a	b	a-b	(a-b)/a	c	a-c	(a-b)/a
<b>305,186</b>	<b>298,039</b>	<b>7,147</b>	<b>-2.34%</b>	<b>315,893</b>	<b>-10,707</b>	<b>+3.51%</b>

Source: Fiscal year 2017 true-up invoice and recalculated calls from the Computer Aided Dispatch.

### Procedure One Results:

We were unable to substantiate the total population of billable calls used in the annual true-up invoices for either fiscal year. Our calculations show possible variances in number of calls between -1.52 percent and +2.45 percent in fiscal year 2016 and between -2.34 percent and +3.51 percent in fiscal year 2017.

<sup>1</sup> As per the agreement, percentages of calls for services in monthly billings are percentages from period's two-months old. At year's end, a 13-month or "true-up" report recalculates expenses based on annual percentages of billable calls for service calculated.

## 2. Determine with accuracy the total amount of expenses attributed to the Combined Communications Center for each fiscal year.

Criteria:

*“SECTION 3. FINANCING PLAN B. Apportionment of Costs. The annual operating costs of the Combined Communications Center shall be apportioned among the users based on the number of calls for service assigned to each agency. No payment for the costs of acquiring land or constructing the Combined Communications Center shall be included in the operational costs calculation. Allocation of costs for any equipment not included in the Sheriff's budget request for the Center shall be included in the operational cost calculation as further detailed in paragraph 3C.”*

The interlocal agreement states the annual operating costs of running the Combined Communication Center should be apportioned among the parties except for cost related to acquiring land or constructing the building. Upon reviewing the true-up invoices, we determined there are three sources of expenses being applied to the Combined Communication Center outside of the Capital Equipment and Debt Service Cost addressed in a later procedure.

The direct costs related to the Combined Communication Center captured and recorded by the Alachua County Sheriff's Office - Accounting and Budget Bureau, are operating and payroll related expenses. The direct/indirect costs related to running the Combined Communication Center facility, captured and recorded by the Alachua County Board of County Commissioners - Budget and Fiscal Services, are allocated facilities cost and insurance premiums.

**Figure 3: Fiscal Year 2016 and Fiscal Year 2017 Expenses<sup>2</sup>**

Fiscal Year	Expenses Reported in true-up invoice	Amounts able to be substantiated	Difference	Percentage Difference
	a	b	a-b	(a-b)/a
<b>Fiscal Year 2016</b>	<b>\$ 7,742,411.37</b>	<b>\$ 7,427,406.10</b>	<b>\$ 315,004.92</b>	<b>-4.07%</b>
<b>Fiscal Year 2017</b>	<b>\$ 7,908,533.70</b>	<b>\$ 7,908,773.26</b>	<b>\$ -239.56</b>	<b>0.00%</b>

Source: Fiscal year 2016 and fiscal year 2017 true-up invoices and recalculated expenses from Alachua County Sheriff's Office – Accounting and Budget Bureau and Alachua County Board of County Commissioners – Budget and fiscal Services.

### Procedure Two Results:

As shown in Figure 3, some expenses were not able to be substantiated. Therefore, the expense amounts we substantiated differ by -4.07 percent in fiscal year 2016 and a virtual zero percent difference in fiscal year 2017.

Combined Communication Center operating expenses as reported by Alachua County Sheriff's Office-Accounting and Budget Bureau: During our testwork, we were able to substantiate total Operating Expenses with detail transactions for the Combined Communication Center, as reported on the true-up invoice. Operating expenses for the Combined Communication Center equaled fiscal year 2016: \$7,417,501 and fiscal year 2017: \$7,587,997. We selected and tested samples as outline below in AUP 5 and AUP 6.

<sup>2</sup> Includes operating, facilities, and insurance costs

Combined Communication Center facilities cost as reported by Alachua County Board of County Commissioners - Budget and fiscal Services: We were able to recalculate the fiscal year 2017 facilities costs of \$309,097.92 based on supporting documentation. However, due to turnover and manual documentation retention, the Alachua County Board of County Commissioners – Facilities Management did not have support for the schedule of fiscal year 2016 facilities costs of \$312,867.92 readily available.

Combined Communication Center facility insurance premiums as reported by Alachua County Board of County Commissioners - Budget and fiscal Services: We noted an error in the insurance premium calculation for both fiscal years 2016 and fiscal year 2017. There is a potential difference in fiscal year 16 premium used in the true-up Calculation: -\$2,137 (our recalculated number) or by -\$1,192.65 (County's recalculation). Also, a potential difference in fiscal year 2017 premium used in the true-up Calculation was understated by \$239.56 (our recalculated number) or overstated by \$762.77 (County's recalculation).

### 3. Independently re-compute the percentage of total billable calls for service allocated to the City of Gainesville for each fiscal year.

**Figure 4: Fiscal Year 2016 City of Gainesville Percentage of Calls for Service**

Fiscal Year 2016 Results – City of Gainesville Percentage				
Percentage of total billable calls for service allocated to COG on 2016 true-up	Recalculation % of total billable calls for service allocated to City of Gainesville	Difference	Percentage based on Data and Formula Integrity Test	Difference
a	b	a-b	c	a-c
=132,675/293,166	=132,663/288699		=135,894/300,349	
<b>45.26%</b>	<b>45.95%</b>	<b>0.70%</b>	<b>45.25%</b>	<b>-0.01%</b>

Source: Fiscal Year 2016 true-up invoice and recalculated calls from the Computer Aided Dispatch.

**Figure 5: Fiscal Year 2017 City of Gainesville Percentage of Calls for Service**

Fiscal Year 2017 Results – City of Gainesville Percentage				
Percentage of total billable calls for service allocated to COG on 2017 true-up	Recalculation percentage of total billable calls for service allocated to COG	Difference	Percentage based on Data and Formula Integrity Test	Difference
a	b	a-b	c	a-c
=146,514/305,186	=146,505/298,039		=149,690/315,893	
<b>48.01%</b>	<b>49.16%</b>	<b>1.15%</b>	<b>47.39%</b>	<b>-0.62%</b>

Source: Fiscal Year 2017 true-up invoice and recalculated calls from the Computer Aided Dispatch.

#### **Procedure Three Results:**

Based on our recalculation of the percentage of total billable calls for service, we determined a variance exists between the City of Gainesville allocated true-up amount and amounts recalculated during the procedures, of -0.01 percent and .70 percent in fiscal year 2016 and -0.62 percent and 1.15 percent in fiscal year 2017.

#### **4. Perform analytics of total expenditures, follow-up on possible red flag indicators.**

We performed analytics of fiscal year 2016 and fiscal year 2017 total expenditures (that were readily available) used in the true-up for both fiscal years and performed follow-up on possible red flag indicators and did not note any exceptions.

#### **5. Using a random monetary unit sample with a 90% confidence level and an expected error rate of five percent (~46 intervals), test non-payroll expenditures for: appropriateness of assignment to Combined Communication Center costs, vouching to ensure supporting evidence (existence) for each fiscal year.**

Based on samples selected in both fiscal year 2016 and fiscal year 2017 and testwork performed, the non-payroll expenditures reported for the Combined Communication Center by ACSO- Accounting and Budget Bureau exist, are recorded accurately and appear to be appropriate as defined in the Interlocal agreement.

#### **6. Using a statistical random record sample using a 90% confidence level and an expected error rate of five percent (~65 time cards), test payroll records (one two-week period for each employee is one record) for appropriate assignment to Combined Communication Center costs for each fiscal year. Note: Process will include short interviews of some employees to determine workload areas.**

#### **Procedure Six Results:**

Based on samples selected in fiscal year 2017 and testwork performed<sup>3</sup>, the payroll expenditures reported for the Combined Communication Center by the Alachua County Sheriff's Office- Accounting and Budget Bureau exist, are recorded accurately and appeared to be appropriate as defined in the Interlocal agreement.

However, during our interviews performed we determined that for two of the five individuals, the Technical Services Division Manager and the Human Resources Staff, 100 percent of their time is charged to the Combined Communication Center fund but do not spend 100 percent of their time performing Combined Communication Center services.

Based on discussions with Alachua County Sheriff's Office - Accounting and Budget Bureau, they do a fifty-fifty split on only a few IT individuals that split their time evenly between the Combined

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<sup>3</sup> Due to the report writing limitations of the HTE general ledger system at Alachua County Sheriff's Office, it required pulling numerous reports and combined them to sample. Based on the average number of FTEs remaining the same over both fiscal years, we determined it would be sufficient to limit our testing to the 2,979 records of the fiscal year 2017 labor expense.



Communication Center and other Alachua County Sheriff's Office services. We confirmed this when we selected our sample for payroll expenditure sample testwork. Additionally, any employee that is 100 percent charged to the Combined Communication Center, but a portion of their time is not spent on Combined Communication Center duties, is easily offset by other positions that provide services to the Combined Communication Center whose costs are not allocated to the Combined Communication Center.

## 7. Compare offsetting revenues received from FEMA, federal or state grants, interest bearing accounts, and 911 revenues with offsetting credits given to the City of Gainesville on annual settlements as per Section 3D of the agreement for each fiscal year.

Criteria:

*"SECTION 3. FINANCING PLAN D. Reimbursement for Revenues Received. In the event the County receives reimbursement from the Federal Emergency Management Agency due to expenditures arising out of a catastrophic emergency, or any grant revenue which offsets annual Center expenditures, each party will be credited accordingly. Any 911 revenues which the County utilizes to offset Center expenditures shall be credited to each party accordingly."*

**Figure 6: Fiscal Year 2016 and Fiscal Year 2017 E911 Revenue**

Fiscal Year	Total E911 Actual Revenue Collected from State	Total E911 Actual Revenue Spent	Revenue used in E911 Office	Revenue used for the Combined Communication Center
<b>Fiscal Year 2016</b>	<b>\$1,022,827.89</b>	<b>\$1,222,351</b>	<b>\$460,020</b>	<b>\$762,331</b>
<b>Fiscal Year 2017</b>	<b>\$1,054,818.14</b>	<b>\$886,050</b>	<b>\$454,194</b>	<b>\$431,856</b>

Source: Fiscal Year 2016 and 2017 Florida Department of Management Services and Budget to Actual Fund 126.

There was only one revenue source received during fiscal year 2016 and 2017 and it was E911 funds from 9-1-1/Communications Office. These revenues come from the Florida Department of Management Services. We were able to confirm the actual funds received on their website.

However, we determined the offsetting revenues are not handled in the manner that is outlined in interlocal agreement. Instead of directly offsetting each parties expenditures, E911 Revenues are used to:

- fund the 9-1-1/Communications Office who's main responsibility is maintaining and ensuring the accuracy of the Automatic Location Information Database,
- reimburse agreed upon expenses at the Alachua County Sheriff's Office level for the Combined Communication Center,
- pay invoices directly (by 9-1-1/Communications Office) on behalf of the Combined Communication Center and additionally a lump sum payment to the Combined Communication Center was used to reduce total expenditures prior to allocation to the parties for both fiscal years.

We performed testwork over the monies set aside for the Combined Communication Center and determined based on the sample selected, the funds were used as noted above.

#### **Procedure Seven Results:**

The offsetting revenues are not handled as detailed in the interlocal agreement.

### **8. Compare capital equipment and debt service cost calculations with portions allocated to the City of Gainesville, FL for each fiscal year.**

Criteria:

*"SECTION 3. FINANCING PLAN C. Capital Equipment and Debt Service. The City agrees to pay to the County its allocated portion of any debt service or loan repayment for the initial equipment purchased for the Center. This debt service or loan repayment amount shall be apportioned according to the formula detailed in paragraph 3B of this agreement. If the County purchases rather than finances such equipment, the definition of "debt service" shall include the annual depreciation (straight line method, no salvage value) calculated for the capital purchase. If the County leases the equipment, the annual lease amount shall be apportioned according to the formula detailed in paragraph 3B of this agreement. Small, ongoing capital purchases with a cost of less than \$1,000 will be included in the Sheriff's budget request for the Center. No depreciation will be allocated to the City for these items*

*Capital Replacement Schedule and Funding. For purposes of this Agreement, capital equipment is defined as those items with a useful life of more than one year and a unit or functional unit cost of \$1000 or more.*

- 1. The Sheriff will include the required annual contribution as a line item in the Combined Communication Center budget to be deposited into an ongoing restricted Combined Communication Center replacement fund to be managed by the Board of County Commissioners.*
- 2. At the end of each fiscal year, the Center's unexpended budget dollars shall be remitted to the Board of County Commissioners in accordance with section 30.50(6) F.S. to be deposited into an ongoing restricted Combined Communication Center capital equipment replacement fund to be managed by the Board of County Commissioners. This amount will be used to offset the annual contribution request.*
- 3. These funds shall be used to purchase capital equipment identified through an established replacement schedule as approved by the Combined Communication Center Administrative Board.*
- 4. Combined Communication Center management shall develop an amortized equipment replacement schedule for the life expectancy of each item listed. The replacement schedule shall be presented annually to the Combined Communication Center Administrative Board during the budget development process.*
- 5. Under emergency or exigent circumstances, the Sheriff may purchase items not scheduled for replacement in the given year at her sole discretion, so long as those items are covered by the equipment replacement fund schedule. Purchases made by the Sheriff under emergency or exigent circumstances shall be presented to the Administrative Board at their next scheduled meeting."*

**Capital Equipment Cost:** The Combined Communication Center capital equipment is not handled in the exact manner outlined in the interlocal agreement. Although it is budgeted yearly at the Combined Communication Center and the funds are held at the Alachua County Board of County Commissioners, the Combined Communication Center is not updating the replacement schedule and related replacement table annually, nor budgeting based on the replacement table and not presenting it to the Administrative Board annually as detailed in the interlocal agreement.

**Figure 7: Fiscal Year 2016 and Fiscal Year 2017 Capital Equipment Cost Substantiation**

Fiscal Year	Capital Equipment Cost Reported	Amounts able to be substantiated	Difference	Percentage Difference
	a	b	a-b	(a-b)/a
<b>Fiscal Year 2016</b>	368,122.00	368,122.00	0	0%
<b>Fiscal Year 2017</b>	378,266.75	368,122.00	10,144.75	-2.76%

Source: Fiscal year 2016 and 2017 true-up invoice and payments submitted.

We noted two issues with the capital equipment calculation on the annual true-up invoices. We noted that the High Springs portion of the excess was not handled consistently over both fiscal years. In fiscal year 2016, the County absorbed the excess and in fiscal year 2017, they granted High Springs a refund for 60% of the portion of their excess. Although, it did not impact the proportionate share of the City of Gainesville, it is worth noting the inconsistent practice.

Lastly, in fiscal year 2017, the final amount maintained in the Alachua County Board of County Commissioners Capital Replacement Fund 147 is overstated by \$10,144.74 due to an error in calculation during the true-up. This amount should have been returned proportionately to the County (\$7,392.38) and City of Gainesville (\$2,752.37) during the annual true-up invoices.

To date, there is over \$2 million dollars in the Capital Equipment Fund.

**Debt Service Cost:** Upon requesting supporting documents and inquiring about the Combined Communication Center portion of Series 1999 Debt, the Alachua County Board of County Commissioners - Budget and fiscal Services was not able to explain the eleven percent used. Upon further investigation (via a third party) the Alachua County Board of County Commissioners determined that the eleven percent used to allocate debt service was based on the total initial non-construction CCC capitalized costs as a percentage of the total Series 1999 Construction Fund debt, however, the percentage and amount calculated should have been revised in fiscal year 2017 due to a consolidated refunding. As of the final time we inquired, they were still in the process of evaluating and quantifying the difference that resulted from the consolidated refunding.

#### **Procedure Eight Results:**

In fiscal year 2016, we were able to replicate the Capital Equipment cost used in the annual true-up invoice but were not able to substantiate the debt service cost. In fiscal year 2017, we were unable to neither recalculate the capital equipment cost nor validate the debt service cost used in the annual true-up invoice. We determined the fiscal year 2017 Capital Equipment cost variance is -2.76%.

## **9. Report results to City of Gainesville, Alachua County Sheriff, and Alachua County.**

This report serves as the formal notification of Agreed Upon Procedures results to City of Gainesville, Alachua County Sherriff and Alachua County.

### **GOVERNMENT AUDITING STANDARDS COMPLIANCE**

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We conducted this engagement in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States.

### **AUDIT TEAM**

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Carlos L. Holt, CPA, CFF, CIA, CGAP, CFE, City Auditor – Quality Assurance

Qian Yuan, CIA, CISA, ACDA, Assistant City Auditor

Emily Bowie, CPA, Senior Auditor

Ron Ison, PMP, Information Technology Auditor



## City Auditor's Office

Carlos Lee Holt

November 15, 2018

**TO:** Combined Communications Center - Executive Board

**FROM:** Carlos Holt, City Auditor

**SUBJECT:** Combined Communications Center Recommendations

### BACKGROUND

In accordance with the City of Gainesville fiscal year 2018 Annual Audit Plan, the City Auditor's Office completed an *Agreed Upon Procedures*<sup>1</sup> engagement of the Alachua County Combined Communications Center. This engagement was agreed to by the Alachua County Sheriff's Office solely to determine procedure-specific compliance with the interlocal agreement for the period of October 1, 2015, through September 30, 2017.

While performing the procedures outlined in the Combined Communications Center engagement and our pre-engagement enabling procedures, we determined there was noncompliance with the interlocal agreement by all parties.

As such, we are writing this notification and our recommendations in accordance with:

Government Auditing Standards December 2011 Revision, Chapter 5 -Standards for Attestation Engagements:

*Section 5.59 - "If, on the basis of conducting the procedures necessary to perform an agreed-upon procedures engagement, significant deficiencies, material weakness, instances of fraud, noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse come to the auditors' attention that warrant the attention of those charged with governance, GAGAS requires that auditors should communicate such matters to audited entity officials."*

### WHAT WE FOUND

We found several instances of noncompliance with the interlocal agreement. We also identified other instances of noncompliance that were outside the scope of the agreed upon procedures that we would like to bring to your attention.

See the *Independent Combined Communication Center Interlocal Agreed Upon Procedures* report at Attachment A.

While performing our procedures, we noted additional noncompliance, as it relates to:

- a) the timing and composition of monthly billings by Clerk of Courts – Finance and Accounting,
- b) timely payment compliance of billings by the City of Gainesville, and;

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<sup>1</sup> An attestation engagement as per the Government Accountability Office Government Auditing Standards



## City Auditor's Office

Carlos Lee Holt

- c) the timing of the invoice of annual settlements for both fiscal years by Clerk of Courts – Finance and Accounting.

During our test-work, we noted:

**Criteria:**

*"SECTION 3. FINANCING PLAN B. Apportionment of Costs. Each year of this agreement, the County shall invoice the City on a monthly basis as follows: City of Gainesville's % of calls for service for the month two months immediately prior to the billing date X operating budget divided by 12."*

Two monthly bills, subject to test-work from fiscal year 2016, were issued in arrears greater than two months.

**Criteria:**

*"SECTION 3. FINANCING PLAN B. Apportionment of Costs. Payments due from either party are preferably paid via electronic funds transfer and all payments shall be paid within thirty days of receiving the invoice."*

Three monthly invoices, subject to test-work from fiscal year 2016 and fiscal year 2017, were not paid within the 30 day period.

**Criteria:**

*"SECTION 3. FINANCING PLAN B. Apportionment of Costs. The final amount due to/from the City for the fiscal year shall be calculated and a statement of the final amount due to/from the City for the fiscal year should be presented to the City by November 15..."*

Both fiscal year 2016 and fiscal year 2017 annual settlements were not issued until January/February of the following fiscal year.

### Key Finding:

Simply stated, a majority of the noncompliance issues relate to the fact that the overall process is not documented. Further, no single department, key role, or process owner is responsible for understanding the Combined Communication Center operational and financial processes from end to end; then, to ensure the process continually complies with the interlocal agreement.

Each entity has been operating independently. However, the process should ideally be a collaborative effort that would reduce the risk of noncompliance and errors. Notwithstanding, much by chance and various individual efforts, the disconnected processes have resulted in an overall fair appropriation of costs.

See current process at Attachment B1 and B2.



## City Auditor's Office

Carlos Lee Holt

### OUR RECOMMENDATIONS

Representatives from each party to the interlocal agreement party along with Combined Communication Center process owners assess the current process and:

- a. Make a determination of necessary controls to reduce the risk of noncompliance and errors and implement,
- b. Fully document the necessary changes along with the entire process,
- c. Assess the applicability of the current interlocal agreement as written and make necessary revisions.

End of report

**Combined Communications Center Financial Process**

The purpose of this document is to share our comprehensive understanding of the current Combined Communication Center process.

**Background of the Interlocal Agreement and Combined Communication Center**

In November 1999, the City of Gainesville, Alachua County and the Alachua County Sheriff entered into an interlocal agreement for a Combined Communications Center. The Combined Communication Center was designed and sized to provide all participating emergency agencies with a single point for the receipt of emergency assistance requests and to eliminate duplicate facilities and systems while improving the delivery of emergency services (law, fire and medical). The interlocal agreement has had three amendments since it was initially signed.

The Combined Communication Center is a department of and managed by Alachua County Sheriff's Office. The City of Gainesville, Alachua County Sheriff's Office and the Alachua County Board of County Commissioners are responsible for providing staff support via an Executive and Administrative Board.

The Executive Board (Sheriff, Mayor of the City of Gainesville and Alachua County Board of County Commissioners' member) meet at least semi-annually and is responsible for strategic long-term policy recommendations on planning and funding issues affecting the Combined Communication Center. The Administrative Board (City Manager or Assistant City Manager, County Manager or Deputy County Manager and Sheriff's designee) meet at least bi-annually and is responsible for recommending amendments to the day-to-day operational policies (i.e., SOP Manual) and implementation/work plan items to the Sheriff who has the authority to reject, accept, or modify such recommendations in his/her sole discretion. Both boards can be involved in funding, dispute resolutions, etc.

**Funding of the Combined Communication Center**

The annual certified budget request for the Combined Communication Center is prepared by the Alachua County Sheriff's Office- Accounting and Budget Bureau in accordance with section 30.49 Florida Statutes, and presented to the Alachua County Board of County Commissioners for approval, with a copy to the City of Gainesville Commission. If the City of Gainesville Commission does not approve the Combined Communication Center budget, the two Commissions shall schedule a joint meeting to resolve the budget issue. The funding should not be comingled with other budgets under Alachua County Sheriff's Office. The total final approved Alachua County Sheriff's Office budget is distributed by Alachua County Board of County Commissioners in 1/12th draws monthly and is done similarly for the Combined Communication Center portion. However, any items budgeted for through the Combined Communication Center Capital Replacement Fund is refunded by the Alachua County Board of County Commissioners through a special revenue fund held at the Alachua County Board of County Commissioners.

All costs for running the Combined Communication Center should be proportionally shared amongst the parties in the interlocal agreement.



**Billing & True Up of Combined Communication Center Expenditures**

All Combined Communication Center expenses, capital equipment replacement, debt service cost and revenue should be proportionally shared amongst the parties in the interlocal agreement. This proportionate share is determined based on the portion of “calls for service” for the party compared to the total “calls for service”.

**Expenses:**

We determined there are three sources of expenses being applied to the Combined Communication Center outside of the Capital Equipment and Debt Service Cost.

The direct costs related to the Combined Communication Center captured and recorded by the Alachua County Sheriff’s Office - Accounting and Budget Bureau, are operating and payroll related expenses. The direct/indirect costs related to running the Combined Communication Center facility, captured and recorded by the Alachua County Board of County Commissioners - Budget and Fiscal Services, are allocated facilities cost and insurance premiums.

**Capital Equipment and Debt Service Cost:**

The Combined Communication Center capital equipment is not handled in the exact manner outlined in the interlocal agreement. Although it is budgeted for yearly at the Combined Communication Center and the funds are held at the Alachua County Board of County Commissioners, the Combined Communication Center is not updating the replacement schedule and related replacement table annually, nor budgeting based on the replacement table and not presenting it to the Administrative Board annually as detailed in the interlocal agreement.

Currently, the Alachua County Sheriff’s Office budgets for the capital replacement fund based on an old replacement schedule. The budgeted dollars are billed for monthly and held in Combined Communication Center Capital Equipment Fund 147 by the Alachua County Board of County Commissioners and only dispensed to Alachua County Sheriff’s Office on a reimbursable basis.

**Offsetting Revenues**

There was only one revenue source received during Fiscal Year 2016 and 2017 and it was E911 funds from 9-1-1/Communications Office part of the Alachua County Fire and Rescue. These revenues come from the Florida Department of Management Services. However, we determined the offsetting revenues are not handled in the manner that is outlined in interlocal agreement. Instead of directly offsetting each party’s expenditures, E911 Revenues are used to:

- a) fund the 9-1-1/Communications Office who’s main responsibility is maintaining and ensuring the accuracy of the Automatic Location Information Database,
- b) reimbursed agreed upon expenses at the Alachua County Sheriff’s Office level for the Combined Communication Center,
- c) pay invoices directly (by 9-1-1/Communications Office) on behalf of the Combined Communication Center and,
- d) a lump sum payment to the Combined Communication Center was used to reduce total expenditures prior to allocation to the parties for both fiscal years during annual settlements.

**Calls for service:**

The calls for service are used to determine the proportionate share of costs. The Combined Communication Center uses a dynamic (ever changing) formula in the Crystal Report formula window to query the call load data from Computer Aided Dispatch (CAD). During this process, only one call per incident for each jurisdiction is counted but we noted the formula varies based on the jurisdiction. Additionally, we noted there are not any completeness nor change management procedures in place to ensure the integrity of the data used. The percentage is then computed based on the number of calls per jurisdiction divided by total of calls pulled via Crystal Reports.

**Monthly:**

- Alachua County Sheriff's Office- Accounting and Budget reports actual operating expenditures and the Combined Communication Center reports all calls for service to Alachua County Board of County Commissioners- Budget and Fiscal Services where it is monitored and tracked for annual true up.
- All monthly billing to interlocal parties is calculated and sent by Finance and Accounting under The Clerk of Courts to the City of Gainesville.
  - *Monthly Billing = percent of calls for service from 2 months prior \* 1/12th of Combined Communication Center budget*

**Annually:**

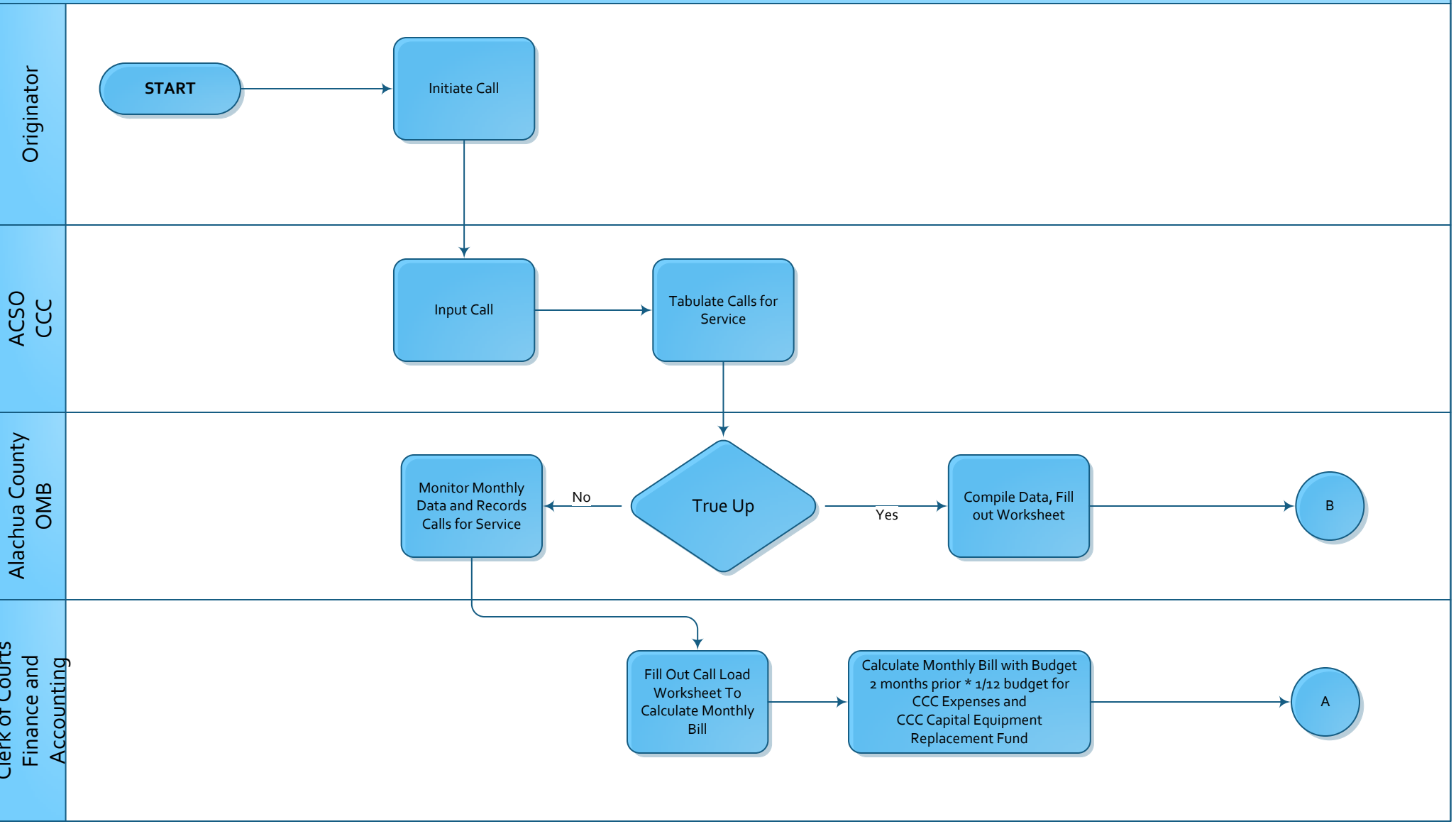
At fiscal yearend Combined Communication Center (13th month), all the related Combined Communication Center actual expenses (from Alachua County Sheriff's Office- Accounting and Budget) and actual calls for service (Combined Communication Center) for the year are provided to the Alachua County Board of County Commissioners- Budget and Fiscal Services. The Budget and Fiscal Services inputs the information provided in a formula driven worksheet with additional expenses incurred by the County. These expenses include insurance, facilities cost, and debt service cost. They include any offsetting revenue provided by E911. The worksheet calculates the refund or money due to the Combined Communication Center for the annual expenses based on the party's proportionate share.

*(percent of calls for service for the year \* actual Combined Communication Center expense less offsetting revenue less the amount previously billed and collected)*

This worksheet is then provided to Finance and Accounting under The Clerk of Courts to verify and then bill or refund the parties of the interlocal agreement for the difference.

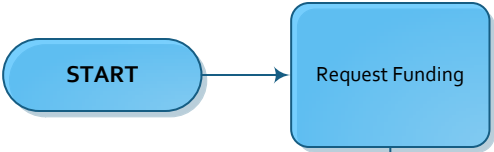
(End Process)

# CCC Calls for service

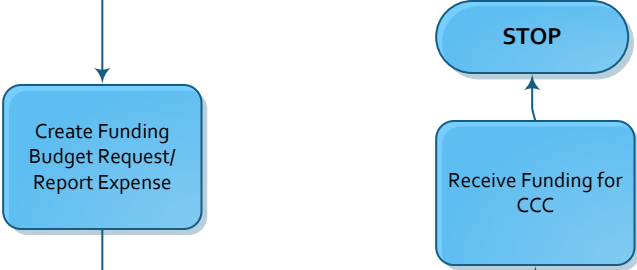


# CCC Operating Funding Needs

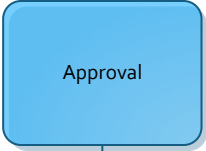
ACSO  
CCC



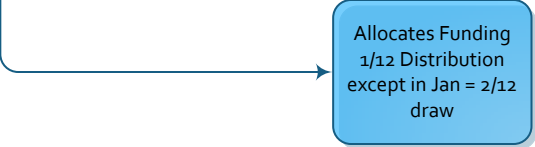
ACSO  
Accounting & Budget



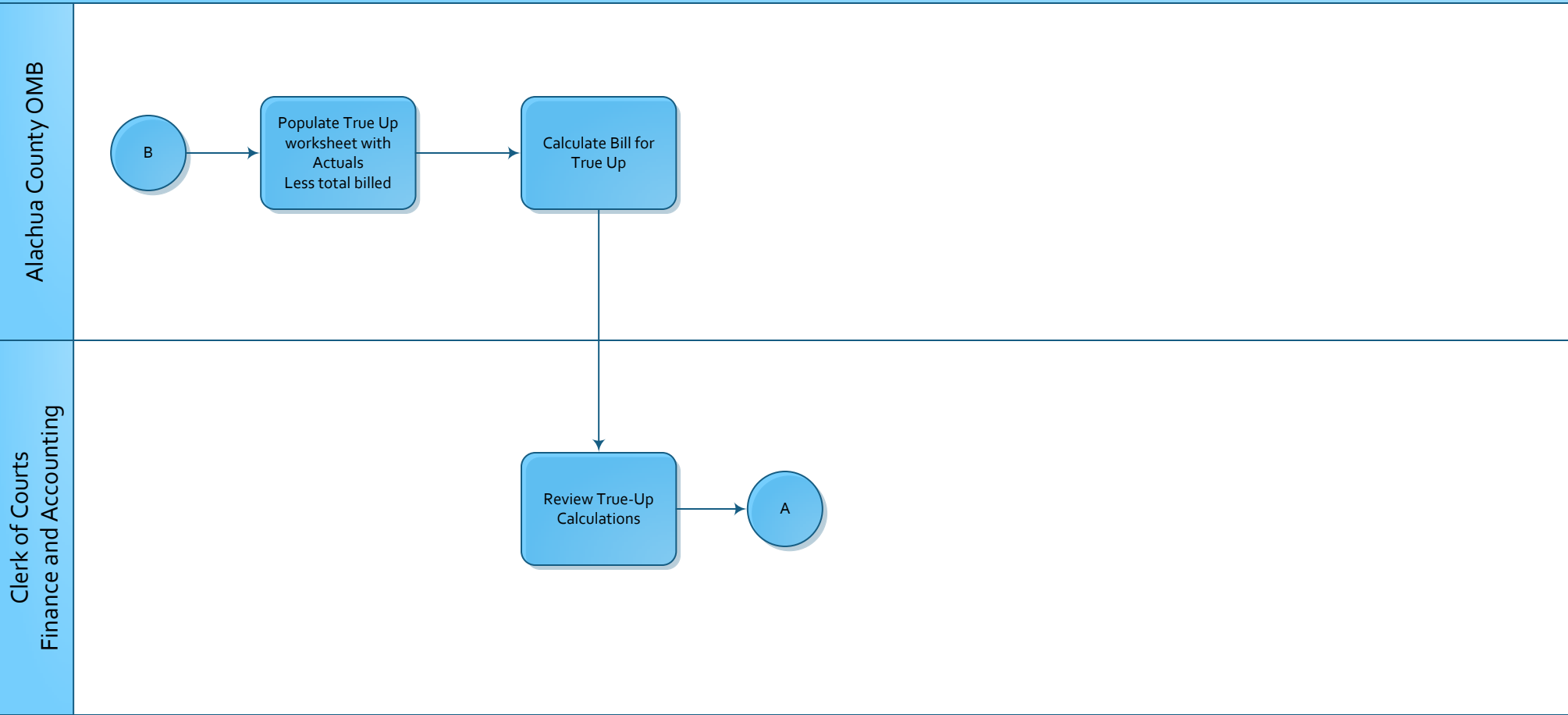
Alachua County OMB



Clerk of Courts  
Finance and Accounting



True Up



CCC Billing

Clerk of Courts  
Finance and Accounting



City of Gainesville





Sheriff Sadie Darnell  
Post Office Box 5489 • Gainesville, FL 32627

November 6, 2018

Carlos L. Holt, City Auditor  
City of Gainesville  
200 E. University Ave., Ste. 211  
Gainesville, FL 32601

Dear Mr. Holt:

Below please find our responses related to the Combined Communication Center Agreed Upon Procedures performed by the City Auditor's that are under the control of the Alachua County Sheriff's Office.

**Procedure #1 – Determine with accuracy the total population of billable calls for each fiscal year.**

City's concern – There is no clear definition of a Call for Service in the Sheriff's Office Standard Operating Procedures Manual. City was unable to substantiate the total population of billable calls used in the annual true-up invoices.

Sheriff's response – CCC leadership will draft a policy specifically defining a call for service. In addition, CCC leadership will work with the IT Director to standardize a process for completeness testing. Also see response to Procedure #3 below.

**Procedure #3 – Independently re-compute the percentage of total billable calls for service allocated to the City of Gainesville each year.**

City's concern – City was unable to recompute the percentage of calls allocated to the City of Gainesville

Sheriff's response – Crystal Reports capture the calls for service and shows what jurisdiction they belong to. Currently (and to date), the Crystal Reports are essentially a snapshot that was available at the time the report was generated, and the specific database information that the report is based on is not archived. If discrepancies show in the same report generated at a later time, the comparative data from the previous report findings is not available. CCC will work with the Sheriff's Office Computer Aided Dispatch (CAD) Administrator and IT Director to ensure that when billable calls for service reports are created, that the database information is archived for future access and comparison. In addition, a procedure will be created to test the completeness and accuracy of the data.



**Procedure #6 – Test payroll records for appropriate assignment to CCC costs and include short interviews of some employees to determine workload areas.**

City's concern – Two of the interviewees who charge 100% to the CCC did not spend 100% percent of their time performing CCC duties. This is easily offset by other positions that provide services to the CCC whose costs are not allocated to the CCC.

Sheriff's response – When the Center was combined with the City of Gainesville, the City transferred a specific number of FTE's to the Sheriff's Office. The Sheriff's Office has tried to maintain this same number of city FTE's throughout the years. This means that several agency employees who do perform services for the CCC are not being allocated to the CCC. The City states that some positions that charge 100% to the CCC, but perform other non-CCC functions, are easily offset by those who perform services to the CCC but do not charge off to the CCC. Our response is that the offset is significant and the City is receiving a great benefit by not being charged for many positions that do perform services for the CCC.

**Procedure #8 – Compare capital equipment and debt service cost calculations with portions allocated to the City of Gainesville.**

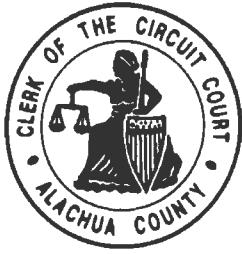
City's concern – The CCC Capital Equipment Replacement schedule is not being updated annually, budgeted based on the replacement schedule and not presented to the Administrative Board annually as detailed in the Interlocal agreement.

Sheriff's response – The Sheriff's response is strictly related to the Capital Equipment Replacement (CER) schedule as debt service is a county responsibility. Although the CER schedule is internally updated on an annual basis, and in past years changes have been brought to the attention of the Administrative Board, it has not been presented to the Administrative Board on an annual basis. We will be meeting with key staff to update the CER schedule, present it to the Administrative Board annually, and budget accordingly based on the new calculations.

Sincerely,

  
Sadie Darnell 11/6/18  
Sheriff





# CLERK OF THE CIRCUIT COURT

Finance and Accounting

201 East University Avenue

Gainesville, Florida 32601

Telephone (352) 374-3605 • Fax (352) 374-5265

J.K. "Jess" Irby, Esq.

[www.alachuaclerk.org](http://www.alachuaclerk.org)

November 7, 2018

Carlos Holt, City Auditor  
City of Gainesville  
200 East University Ave.  
Gainesville, FL 32601

Dear Mr. Holt:

The Alachua County Clerk of the Court's Office ("Clerk") is in receipt of a copy of the *Independent Combined Communication Center Interlocal Agreement Agreed Upon Procedures* ("AUP") report prepared by the City of Gainesville Office of the City Auditor. The Clerk's staff has reviewed the report as well as the cover letter used to transmit the report to the Combined Communications Center Executive Board.

As noted in the background section of the AUP report, the interlocal agreement is a contract between the Alachua County Board of County Commissioners, Alachua County's Sheriff's Office, and the City of Gainesville. In general, the agreement apportions all expenses incurred for the Combined Communications Center between the participants based on calls for service.

To be clear, the Clerk's Office is not a legal party to the interlocal agreement. Instead, the Clerk's Office serves as an intermediary between the three parties in the interlocal agreement while maintaining independence and carrying out our official constitutional duties as ex officio Clerk of the Board of County Commissioners, auditor, recorder and custodian of county funds. In our role as an intermediary for this agreement, the Clerk's Office attempts to bring about consensus among the three parties as it relates to matters of invoice billing and payments for the Combined Communications Center.

The Clerk's Office stands ready to assist the City, County, and/or Sheriff with any updated procedures that they may recommend or implement in response to the AUP report to streamline the apportionment of all expenses for the CCC between the participants.

Lastly, in your transmittal letter to the CCC Executive Board, you noted two noncompliance issues related to the Clerk of Courts, Finance and Accounting Department. Below I've provided a response to each of the issues notated in your letter:

**City Auditor Note 1 (item a. in the letter)** - "Two monthly bills, subject to test-work from fiscal year 2016, were issued in arrears greater than two months."

Clerk Response - Based on past requests by city and county staff, it has been the practice to delay issuing invoice bills to the City at the start of a new fiscal year until the prior year true-up calculations are complete, especially in years in which it is estimated that the City will receive a refund from the prior fiscal year. The logic being that the City did not want to pay

new invoices until the pending refund from the prior year was processed. As agreed upon verbally by the parties, the invoices for October & November in FY16 were not billed by the Clerk's Office until December after the completion of the FY15 final true-up calculations.

Clerk's Recommendation to CCC Executive Board - The Clerk's Office recommends the interlocal agreement be amended to change the invoice billing language from monthly to quarterly.

**City Auditor Note 2 (item c. in the letter)** - "Both fiscal year 2016 and 2017 annual settlements were not issued until January/February of the following year."

Clerk's Response – While the interlocal agreement states the final amount should be presented to the City by November 15th, the Clerk's Office is not legally bound by this date when carrying out its official constitutional duties. The auditing function of the Clerk includes more than just the arithmetical determination as to the amount of the claim being submitted as the annual settlement. The Clerk has a duty to determine the legality of any refund or expenditure before disbursing funds. This action by the Clerk is in accordance with the purpose of the constitutional provision that makes the Clerk the ex officio auditor of the county, which is to provide a check and balance system that ensures proper expenditure of public funds.

The annual close out process for the CCC is very complicated and in some years requires formal action by the Board of County Commissioners, which sometimes doesn't occur until after November 15<sup>th</sup>. As an example, in order to have legally sufficient budget available to close out the CCC fund in FY17, the Board of County Commissioners had to approve a budget amendment which did not occur until November 28, 2017. The Clerk's Office would have been in violation of state law that year if we had tried to comply with the November 15<sup>th</sup> date in the interlocal and process all of the closing entries prior to November 28<sup>th</sup>. In both FY16 & FY17 the Clerk's Office remained in contact with city and county staff to keep them apprised of the ongoing status of the closeout process.

Clerk's Recommendation to CCC Executive Board - The Clerk's Office recommends the interlocal agreement be revised to require the annual settlement be completed by December 31<sup>st</sup> each year.

Sincerely,



Todd Hutchison  
Finance Director  
Alachua County Clerk of the Court

CC: Sadie Darnell, Sheriff  
Anthony Lyons, City of Gainesville Manager  
Michele Lieberman, County Manager



# Alachua County Board of County Commissioners

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Michele Lieberman  
County Manager

November 6, 2018

Carlos Holt, City Auditor  
City of Gainesville  
200 East University  
Gainesville, FL 32601

Dear Mr. Holt,

The County has reviewed the "Independent Combined Communications Center Interlocal Agreement Agreed Upon Procedures" report. Thank you for the opportunity to respond and clarify some of the results delineated in the report. As a party to the contract and member of the Administrative Board, I value your review and findings that can be used to improve process and reporting of information accurately.

In general, the report appears to reflect positively on compliance with contract terms and the appropriate allocation of cost to operate the Combined Communication Center. The results from your procedures have allowed us to make some minor modifications to include better supporting documentation and procedures to improve attention to detail in updating formulas as operational changes are made in the system. All of your results test reflect less than a 5% variance from historical reports analyzed, and confirm contract compliance to a substantial degree.

Please feel free to follow-up on any of our responses with County staff to confirm the procedural changes that were detailed in this response. We look forward to a continued long and successful relationship with the Sherriff and the City of Gainesville at the Combined Communications Center.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Lieberman", is placed over the typed name.

Michele Lieberman, County Manager  
Alachua County Commission

BW/TC

CC: Anthony Lyons, City of Gainesville Manager  
Board of County Commissioners  
Sylvia Torres, County Attorney  
J.K. "Jess" Irby, Clerk of the Court

**Alachua County Board of County Commissioners  
Budget and Fiscal Services**

**Response to the City of Gainesville Office of the City Auditor's November 1,  
2018 Report to the City Commission Titled:**

**"Independent Combined Communication Center (CCC) Interlocal Agreement  
Agreed Upon Procedures"**

**Procedure 2.    Result 2-1:**

Due to turnover and manual documentation retention, the Alachua County Board of County Commissioners – Facilities Management did not have support for the schedule of fiscal year 2016 facilities costs of \$312,867.92 readily available.

**Recommendation:**

No specific recommendation.

**Management Response:**

Although the supporting documentation is able to be collected given available staff, we agree with the report's finding that it was not readily available in time for this report. We find exception with Figure 3 in the report which reflects a difference in cost that could not be substantiated. County staff have continuously offered to compile the manual documentation that supports the facilities cost used for allocation. Attached to this response is the categorical breakdown of cost that were used. Action has already been taken to improve the accessibility of supporting documentation related to CCC related charges. All supporting documentation pertaining to CCC charges are submitted along with the annual summation of charges sent by Facilities at the end of each fiscal year. The documentation is saved within the CCC reconciliation folder located on the Office of Management and Budget's shared hard drive.

**Result 2-2:**

The report noted an error in the insurance premium calculation for both fiscal year 2016 and fiscal year 2017.

**Recommendation:**

No specific recommendation.

**Management Response:**

Modified insurance premium calculations had less than one-tenth of one percent (<0.10%) change in expense calculations allocated. However, to improve the accuracy of expense reporting, the County's insurance broker has updated and recalculated the allocations for the CCC. Supporting documentation is saved within the CCC reconciliation folder located on the Office of Management and Budget's shared hard drive.

**Procedure 7. Result 7-1:**

The offsetting revenue from the E-911 Fund 126 are not handled as detailed in the interlocal agreement.

**Recommendation:**

No specific recommendation.

**Management Response:**

We disagree with the report's finding. During the CCC reconciliation process, the revenue received from the E-911 Fund 126 was removed from the total CCC costs that are allocated to the participating jurisdictions. The result is the same whether the revenue is removed from the total prior to allocating costs or it is allocated as part of the total costs then removed. As such, we are in compliance with "Section 3. Financing Plan D., ... Any 911 revenues which the County utilizes to offset Center expenditures shall be credited to each party accordingly."

**Procedure 8. Result 8-1:**

The Combined Communication Center (CCC) Capital Replacement Fund 147's capital equipment calculation for the High Springs portion was handled differently in FY17 from FY16.

**Recommendation:**

No specific recommendation, the difference was noted due to the inconsistency between the different fiscal years.

**Management Response:**

The change in the calculation was made to more accurately portray the inclusion, role, and responsibility of the City of High Springs as a participant in the CCC.

**Finding 8-2:**

The final amount maintained in the Capital Replacement Fund 147 is overstated by \$10,144.74 due to an error in calculation during the true-up.

**Recommendation:**

No specific recommendation.

**Management Response:**

We agree with the report's finding and the following action has already been taken to eliminate the miscalculation. The proportionate share of budgeted revenue will be used as the initial amount owed when reconciling the CCC Capital Fund 147.

**Finding 8-3:**

Inquiring about the Combined Communication Center portion of Series 1999 Debt, supporting documentation could not be produced to explain the 11% of the annual debt service charged to the CCC Fund.

**Recommendation:**

No specific recommendation.

**Management Response:**

While the 11% allocation was correct, the dollar amount was changed several times throughout several bond refunding actions over the 18 years since the original bond offering. The County's financial management consultants have recalculated the appropriate debt service resulting in minor operational expenditure adjustments.

ALACHUA COUNTY COSTS  
ASSOCIATED WITH THE COMBINED COMMUNICATIONS CENTER  
FY 15-16

UPDATED FOR FY16

	<u>Janitorial</u>	<u>HVAC Maintenance</u>	<u>Building Pest Control</u>	<u>U.P.S. and Generator Maintenance</u>	<u>Utilities</u>	<u>Refuse</u>	<u>Misc. Repairs &amp; Maint.</u>	<u>Work Order Personnel Costs</u>	<u>Property Insurance</u>	
Boro/Tri-Bond	\$ 17,132.00									
Johnson Controls		\$ 12,255.47								
Florida Pest			\$ 312.00							
UPS & Generator Costs				\$ 9,940.00						
Utility Costs					\$ 212,280.76					
Refuse Costs						\$ 8,176.72				
Misc. Repairs							\$ 46,613.33			
Personnel Costs								\$ 6,157.64		
FMIT Insurance Company									\$ 12,042.08	
										TOTAL
										COSTS
ANNUAL COSTS	17,132.00	12,255.47	312.00	9,940.00	212,280.76	8,176.72	46,613.33	6,157.64	12,042.08	324,910.00