



Audit of the Agreement Between
Broward County and Sheriff of Broward
County for Law Enforcement Services at
the Fort Lauderdale-Hollywood
International Airport

Office of the County Auditor

Audit Report

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Report No. 24-15
April 3, 2024



OFFICE OF THE COUNTY AUDITOR

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April 3, 2024

Honorable Mayor and Board of County Commissioners:

Pursuant to our Annual Audit Plan, we conducted an audit of the Agreement between Broward County and Sheriff of Broward County for Law Enforcement Services at the Fort Lauderdale-Hollywood International Airport (Agreement). The objectives of our audit were to evaluate the reasonableness and appropriateness of payments made to Broward Sheriff's Office (BSO) for law enforcement services at the Fort Lauderdale-Hollywood International Airport (FLL Airport), and to determine whether BSO complies with the terms of the Agreement.

Except as noted in our report, we conclude that payments made to BSO for law enforcement services at the FLL Airport are reasonable and appropriate, and that BSO is in compliance with the terms of the Agreement. Opportunities for Improvement are included in the report.

We conducted this audit in accordance with Generally Accepted Government Auditing Standards. Those standards require that we plan and perform the audit to obtain sufficient and appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We appreciate the cooperation and assistance provided by the Broward County Aviation Department, Office of Management and Budget, Finance and Administrative Services Department, Office of Regional Emergency Services and Communications, County Attorney's Office, and BSO staff throughout our audit process.

Respectfully submitted,

A handwritten signature in blue ink that reads "Bob Melton".

Bob Melton
County Auditor

cc: Monica Cepero, County Administrator
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Kimm Campbell, Deputy County Administrator
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EXECUTIVE SUMMARY

Pursuant to our Annual Audit Plan, we conducted an audit of the Agreement between Broward County (BCAD) and Sheriff of Broward County (BSO) for Law Enforcement Services at the Fort Lauderdale-Hollywood International Airport (Agreement). Except as noted in our report, we conclude that payments made to BSO for law enforcement services at the Fort Lauderdale-Hollywood International Airport (FLL Airport) are reasonable and appropriate, and that BSO complies with the terms of the law enforcement agreement. For Fiscal Year (FY) 2023, Broward County Airport paid BSO approximately \$29 million for 123 positions.

Based on the legal opinion provided by the County Attorney's Office, Broward County has a statutory authority to establish its own police force. However, modifications to the current local government laws and establishment of new mutual aid agreements would be required to make any changes to the current contracting practices at BCAD. Elimination or modification of the requirement to maintain the Agreement with BSO would require amendments of ordinances by the County and the Cities of Fort Lauderdale and Hollywood. Also, federal law imposes certain requirements on airport operators. Therefore, to establish its own police force, the County, the City of Hollywood, and City of Fort Lauderdale need to amend the Development Orders and ensure compliance with the federal security requirements imposed on airport operators. In addition to these legal considerations and changes, BCAD would need to factor into the decision-making process operating aspects such as operational and administrative costs, staffing, qualifications, equipment, communication, and any other relevant elements.

The cost of the law enforcement services for the FLL Airport appears to be higher when compared to other surveyed Airports. Currently, the FLL Airport contracts law enforcement services with BSO for an annual budget of approximately \$29 million for FY 2023, which includes 123 BSO positions. When compared to other surveyed Airports, the FLL Airport has the highest budgeted cost of law enforcement services per enplaned passenger (a passenger boarding a plane at an airport). We recommend management perform an in-depth analysis of quantitative and qualitative operational factors to evaluate the feasibility of creating its own police force.

BCAD paid BSO approximately \$2 million per year during FY 2021 through FY 2023 for services which were based on estimated budget amounts established as part of BSO-wide allocations without a reconciliation to actual costs incurred. However, after our numerous requests during the audit, BSO was unable to provide documentation demonstrating the actual costs for these accounts. Therefore, we were unable to verify the actual costs of these expenses, and the

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accuracy of the amounts paid to BSO. The federal revenue diversion regulations enforced by the Federal Aviation Administration, which are codified in the U.S. Code, Title 49, Ch. 471 Airport Development, §47107, prohibit the uses of airport revenue for direct or indirect payments that exceed the fair and reasonable value of services and facilities provided to the airport. Amounts paid to BSO based on budget and allocation of estimates may exceed the fair and reasonable value of services provided to the FLL Airport when the actual costs are less than the budgeted amounts. This may result in noncompliance with the federal revenue diversion regulations enforced by the Federal Aviation Administration.

We noted that BSO employees' cash-out payments for retirement and non-retirement benefits, Other Post-Employment Benefits (OPEB), and longevity supplement payments were paid from the FLL Airport's budget (as their final district assignment), even if the employees only spent a small portion of their tenure with BSO at the FLL Airport. If the percentages of actual time at the FLL Airport and other district assignments were appropriately allocated to these payments, the FLL Airport could have saved approximately \$540,000 during the periods we reviewed.

Internal control over vehicle fueling process should be enhanced to ensure fuel costs are paid for legitimate purposes and supported by accurate and complete documentation. The Fuel Transaction Report submitted by BSO as the support for fuel expenses invoiced to the FLL Airport contains a significant number of data anomalies. As a result, we were unable to validate that the FLL Airport was invoiced for fuel accurately. During our review period, 201 (24%) out of 837 total fuel transactions were flagged as overrides for fuel obtained at the outside and in-house pumps. A number of transactions were identified with abnormal mileage readings that include differences of thousands of miles for transactions within a few days or decreases in miles from a prior transaction date. For some instances, we noted that the abnormal mileage readings appeared to be corrected with the subsequent transactions. However, considering a significant number of overrides and a lack of supporting documentation explaining different reasons for overrides, we were unable to determine whether all abnormal mileage readings were corrected accurately or whether all overrides were used for such corrections.

The number of vehicles assigned to, and associated costs paid by the FLL Airport should be evaluated to meet Airport needs. During FY 2022 and 10 months of FY 2023, the FLL Airport paid totals of \$1.2 and \$1.1 million, respectively, for the vehicle and fuel costs. Our survey of other airports also identified a comparatively excessive number of vehicles assigned to the FLL Airport. Potential savings in vehicle and associated costs would be realized if the number of vehicles assigned to the Airport was adjusted based on the FLL Airport needs.

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We reviewed BSO's methodology and presentation of the response times for calls for service in its semi-annual report for July - December 2022 provided by BSO Airport District and noted that the calculation and presentation of response times need improvements to better represent performance and efficiency of BSO services at the FLL Airport.

Actual hours of service for the Airport Safety Officer (ASO) positions provided by BSO were less than the budgeted positions by four to five full-time equivalent (FTE) employees during the first quarter of FY 2022. Therefore, the minimum staffing requirement is not being met as required by the Agreement.

BSO does not consistently provide adequate documentation and justification to support budgets submitted to BCAD. The submitted documentation is limited to a cover memo stating the total budgeted amount for a fiscal year by expense type such as personnel, operating, capital, transfers supported with a list of BSO general ledger accounts and related amounts by expense type. Adequate documentation would explain the nature of expenses in these accounts and show how amounts were determined. Section 9.3.1 of the Agreement requires BSO to provide the County with documentation to substantiate budgeted costs. Budget estimates submitted by BSO to BCAD for the County-wide budget process should be adequately supported and justified. Increases or changes from the prior year should be justified. Further, as advised by BCAD staff, BSO did not provide detailed supporting documentation and explanations upon requests through the budget process.

BCAD should immediately remediate air quality issues in the unoccupied space in Terminal 2 of the FLL Airport to ensure it can be timely utilized for its intended purpose. Newly custom-built 4,600 sq ft space for BSO in Terminal 2 (T2) of the FLL Airport has been vacant since February 28, 2022. The total cost of the renovation was approximately \$2 million, which included design, permit, construction, and construction administration services provided by professional consultants. BCAD staff indicated this space was renovated and expanded with collaborative input provided by BSO; however, BSO stated they will not relocate to this custom-built space (new BSO space) citing numerous reasons. During the audit, BSO expressed concerns to our Office about their observations of water intrusion and potential mold in the new BSO space. As a result, we initiated air quality testing, and the results identified potential air quality issues. We have been working with BCAD to identify the causes, and BCAD communicated that they are in the process of performing further investigation and making remediation efforts for issues identified.

Air quality issues identified in unoccupied space at T2 area of the FLL Airport need to be immediately remediated by qualified professionals to ensure safe and healthy building

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performance conditions are met. Once the air quality issues are remediated, the space needs to be timely utilized for intended purpose to ensure efficient and effective use of County resources.

Our report notes other opportunities for improvement in various areas of contract administration and contract compliance. The report contains a total of 34 recommendations for improvement.

INTRODUCTION

Scope and Methodology

The Office of the County Auditor conducts audits of Broward County's entities, programs, activities, and contractors to provide the Board of County Commissioners, Broward County's residents, County management, and other stakeholders unbiased, timely, and relevant information for use in promoting government accountability and stewardship and improving government operations.

Pursuant to our Annual Audit Plan, we conducted an audit of the Agreement between Broward County and Sheriff of Broward County for Law Enforcement Services at the Fort Lauderdale-Hollywood International Airport (Agreement). Our objectives were:

1. To evaluate the reasonableness and appropriateness of payments made to Broward Sheriff's Office (BSO) for the law enforcement services at the Fort Lauderdale-Hollywood International Airport (FLL Airport).
2. To determine whether BSO complies with the terms of the Agreement.
3. To determine whether any Opportunities for Improvement exist.

To evaluate the reasonableness and appropriateness of payments made to BSO for the law enforcement services at the FLL Airport, we reviewed the Agreement, Broward Sheriff's Policy Manual, and applicable federal regulations, the related BSO payroll records and human resource data, staffing schedules and overtime slips, and documents prepared by BCAD as a result of their review of the BSO invoices. We interviewed Broward County Aviation Department (BCAD) staff, Broward County Office of Regional Emergency Services and Communications staff, and BSO staff. We tested a sample of payroll and operating invoices submitted to BCAD for reimbursement and documentation submitted by BSO to support invoices. We also performed analyses of the retirement and non-retirement cash-out payments, Other Post Employment Benefits and longevity supplements, fuel and vehicle usage, and staffing analyses pertaining to minimum staffing and overtime usage. Additionally, we reviewed dispatch service-related charges for the FLL Airport, dispatch logs, and BSO invoices for special detail services.

To determine whether BSO complied with the terms of the Agreement, we reviewed BSO's annual budgeting process for the Agreement and related documentation, inquired of the

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Broward County Finance and Administrative Services Department and Office of Management and Budget and consulted with the County Attorney's Office regarding the process for the reporting of confiscations at the FLL Airport / the Law Enforcement Trust Fund and reviewed the related documentation. Additionally, we reviewed the semi-annual reports prepared by BSO for the FLL Airport and the response times of BSO Deputy Sheriffs assigned to the FLL Airport. We surveyed other airports and reviewed their annual financial reports and statistical information posted on their public websites. We consulted with the County Attorney's Office regarding the alternative sources for procurement of the law enforcement services. We reviewed documentation related to BSO training compliance, other funding sources (grants) available for funding of law enforcement services at the FLL Airport, and funds from citations issued by BSO. We visited the renovated space at the FLL Airport constructed specifically for BSO's relocation and reviewed air quality issues associated with the space.

During the audit of BSO's Agreement for law enforcement services, an issue related to the outstanding balance due to BSO for fire rescue and fire watch services at the FLL Airport (a separate agreement) was brought to our attention. To determine issues causing delays in payments and identify any opportunities for improvement, we reviewed the FLL Airport's invoice review process and documentation for the BSO Fire Rescue Services Agreement for the FLL Airport and related Broward County Administrative Policies and Procedures.

We conducted this audit in accordance with Generally Accepted Government Auditing Standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit included such tests of records and other auditing procedures deemed necessary. The audit period was Fiscal Years 2021 through 2024; however, transactions, processes, and situations reviewed were not limited by the audit period.

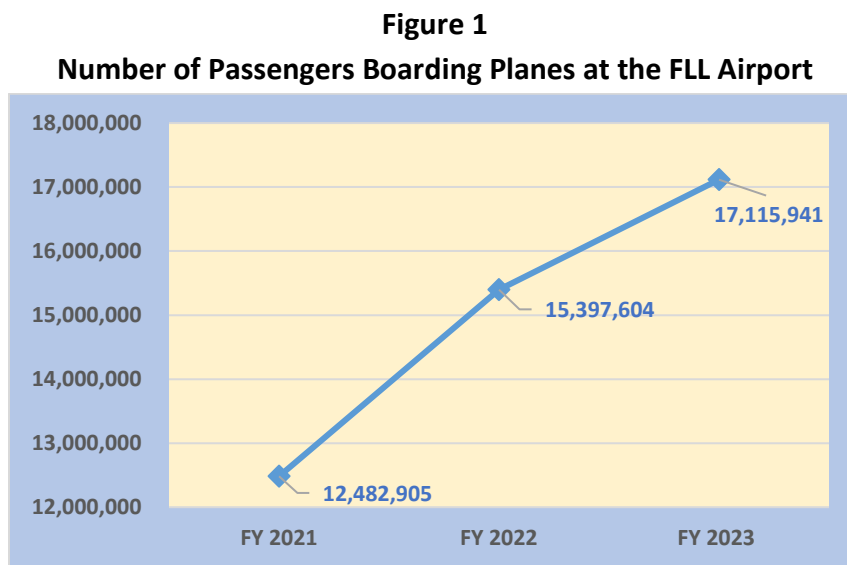
Overall Conclusion

Except as noted in our report, we conclude that payments made to BSO for law enforcement services at the FLL Airport are reasonable and appropriate, and that BSO complies with the terms of the law enforcement agreement. Opportunities for Improvement are included in the report.

Background

Fort Lauderdale-Hollywood International Airport

The Broward County Aviation Department (BCAD) operates the Fort Lauderdale-Hollywood International Airport (FLL Airport) and the North Perry Airport (HWO). The FLL Airport is a large hub airport that has been in operation since 1953. It provides air transport for passenger and cargo planes. The FLL Airport services over 700 flights a day. During FY 2023, about 17.1 million passengers boarded planes at the FLL Airport. **Figure 1** shows the number of passengers boarding planes at the FLL Airport during Fiscal Years (FY) 2021 through 2023.



Source: Prepared by the Office of County Auditor with information obtained from the FLL Airport's web-site for Fiscal Years 2021 through 2023.

Broward Sheriff's Office

BSO provides full-time law enforcement services to 14 Broward County cities, towns, and unincorporated areas. These services include, but are not limited to, investigations by qualified personnel into crimes and security breaches such as burglary, auto theft, homicide, drug offenses, and assaults. BSO also provides specialized law enforcement response services such as K-9 patrol, emergency response, Driving Under The Influence (DUI) and drug enforcement, and the Special Weapons And Tactics Unit (SWAT) team response. The FLL Airport is one of 14 contracts that BSO provides law enforcement services in Broward County.

Law Enforcement Services Agreement

BSO has been providing law enforcement services at the FLL Airport on behalf of the County since the mid-1970s. The current Agreement between Broward County and Sheriff of Broward County for Law Enforcement Services at the Fort Lauderdale-Hollywood International Airport (Agreement) was executed in November 1996. The Agreement is automatically renewed on an annual basis and has been amended 11 times. **Figure 2** summarizes key changes resulting from the 11 amendments to the Agreement.

Figure 2
Summary of Key Changes from the 11 Amendments to the Agreement

Amendment Number	Year Executed	Key Changes
1	2000	Additional staffing
2	2001	Additional staffing and purchase and installation of a Flex Alarm System at the Airline terminal buildings
3	2001	Additional overtime staffing (on an as needed basis), supplemental staffing and five (5) K-9 Teams for law enforcement services at the FLL Airport due to the significant increase in security requirements promulgated by the Federal Aviation Administration
4	2002	Sensitive Security Information <i>[Note 1]</i>
5	2003	Additional staffing
6	2003	Additional overtime staffing
7	2003	Additional law enforcement officers (LEO) at the passenger security-screening checkpoints (Dedicated LEO Services) and other areas at the FLL Airport as required by the Transportation Security Administration
8	2006	Sensitive Security Information <i>[Note 1]</i>
9	2010	Change of public safety dispatch services for the FLL Airport (emergency and non-emergency, 24-hour basis) to come from BSO's Regional Communications Center rather than the past practice of utilizing BSO's Airport Safety Officers located in the FLL Airport Communication Center who did not meet the national certified accredited training
10	2017	Additional staffing
11	2019	Additional staffing and compensation rates for FY 2018

Source: Prepared by the Office of County Auditor with information obtained from amendments to the Agreement.

Note 1: Sensitive Security Information is information that, if publicly released, would be detrimental to transportation security, as defined by Federal Regulation 49 C.F.R. Part 1520.

The Agreement requires BSO to provide law enforcement services for all FLL Airport properties designated by BCAD. These services include traffic and patrol (vehicular traffic control, including parking enforcement, patrol of terminal areas, airside, and landside FLL Airport facilities), issuance of parking citations, and law enforcement officers dedicated to the FLL Airport passenger security-screening checkpoints. The specialized teams assigned to the FLL Airport are Criminal Investigations, Incident Containment Team, Explosives Detection Canine Team, Motors Unit, and K-9. Further, BSO provides the following ancillary services as required from time to time: full-service crime lab, helicopter patrol; organized crime investigations (includes vice and narcotics); prisoner and jail service; and investigators from Central Criminal Investigations.

BSO Staffing at the FLL Airport

During our audit, we reviewed the staffing requirements for BSO by position at the FLL Airport as defined in the Agreement. **Figure 3** shows the breakdown of the required staffing levels by position / rank, for FY 2021 through FY 2023.

Figure 3
The Breakdown of the Required Staffing Levels,
by Position / Rank for FY 2021 Through FY 2023

Positions	Position Count FY 2021	Position Count FYs 2022 & 2023
Captain	1	1
Lieutenant	2	2
Sergeant	10	10
Deputy Sheriff	77	87
Airport Safety Officer	20	20
Crime Analyst	1	1
Admin Specialist I	1	1
Admin Specialist II	1	1
Total	113	123

*Source: Prepared by the Office of County Auditor with information
obtained from the Agreement and BCAD.*

Of the total required 123 positions for FY 2022 and FY 2023, 117 or 87% are for Sergeants, Deputy Sheriffs, and Airport Safety Officers. The following are the roles and responsibilities of these three major positions by the number of required positions.

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Sergeants

Sergeants are supervisory Law Enforcement Officers who are certified through the Florida Department of Law Enforcement. Generally, their job duties involve supervising a squad of Deputy Sheriffs and subordinate personnel involved in a variety of law enforcement assignments such as motorized patrol, traffic control and enforcement, preliminary and follow-up investigation at crime scenes, K-9 handling, serving writs and other court process actions, and assisting in public safety education and community service programs.

Deputy Sheriffs

Deputy Sheriffs are Law Enforcement Officers that are certified through the Florida Department of Law Enforcement to enforce the laws of Florida and have the authority to arrest individuals who violate the law. Deputy Sheriffs primarily patrol the FLL Airport, focusing on its unsecured areas. Their primary function is to provide law enforcement for the FLL Airport.

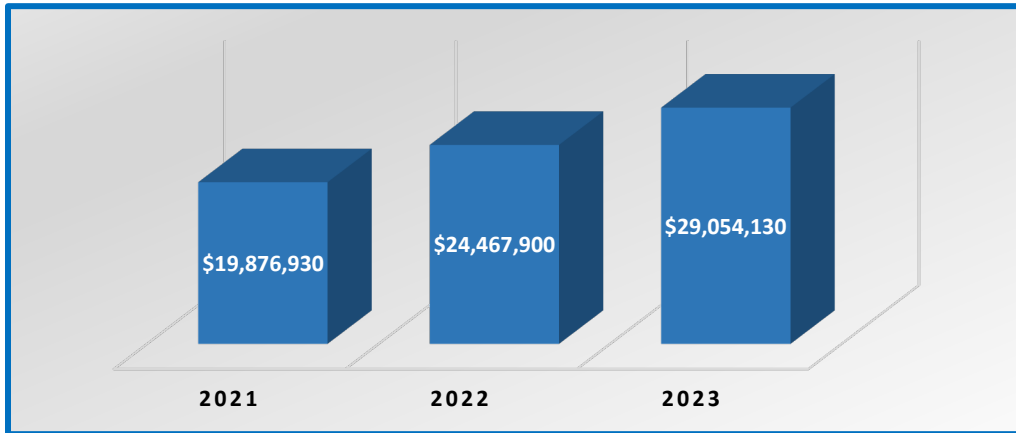
Airport Safety Officers

Airport Safety Officers are primarily assigned to the FLL Airport terminal curb areas to enforce parking violations and to assist with the traffic flow related to vehicles that are picking up and dropping off passengers. Additionally, some Airport Safety Officers work in the office, processing documentation for the FLL Airport security badging, etc.

BSO Budget for Law Enforcement Services

The total budgeted amounts of BSO's law enforcement services Agreement at the FLL Airport for FY 2021 through FY 2023 are shown in **Figure 4**.

Figure 4
Total Budgeted Amounts for the Law Enforcement Services Agreement
for FY 2021 Through FY 2023



Source: Prepared by the Office of the County Auditor using information obtained from BCAD Finance.

According to Section 9.3.1 of the Agreement, by no later than March 31st of each year, the Sheriff is required to submit to the County, its projected budget for the FLL Airport for the forthcoming annual period, based on its actual and reasonable operating costs for the provision of services to the FLL Airport. The projected budget shall reflect operating costs based upon the staffing and benefits made available at the FLL Airport for the immediate prior fiscal year, and shall include any known negotiated wage increase, retirement rate adjustment, FICA rate adjustment, health insurance rate adjustment, or workers' compensation rate adjustment that will occur during the forthcoming annual period. Additionally, the Sheriff is required to provide the County with documentation to substantiate such costs.

Upon receipt, BCAD management reviews the projected BSO budget for the upcoming fiscal year. As applicable revisions may be negotiated and once an agreement is reached by both parties, BSO submits a final revised budget to BCAD.

Invoicing and Payment

BSO bills the FLL Airport for its services through its invoices for payroll and operating expenses monthly, and invoices for Special Detail services on a project-by-project basis.

Monthly Invoices

BCAD's current practice is to pay BSO for actual costs incurred. This practice is a voluntary change from payments based on budget and was implemented by BCAD with an agreement by BSO after

a review of airport operations performed by the Federal Aviation Administration in 2008. However, some invoiced expenses are paid based on budget / estimate allocations (for example, workers' compensation, replacement of vehicles, overhead allocation of personnel cost from various BSO admin departments, etc.). BSO is reimbursed for the following expenses monthly:

- **Payroll Invoice (Personnel Expenses)**

Regular and overtime pay, fringe benefits, taxes, and other personnel expenses.

- **Operating Invoice (Operating and Capital Outlay Expenses, Transfers and Reserves)**

Purchases of vehicles, fuel, vehicle repairs, general liability self-insurance, body cameras, computers, office supplies, overhead costs (allocation of personnel cost from various BSO administrative departments), and other operating expenses.

Other Invoices

- **Special Detail Services**

Special Detail services (Special Details) involve contracting with BSO for the employment of BSO deputies during their off-duty hours for public or private security services, other than bodyguard services. Prior to mid-2021, the FLL Airport utilized BSO Special Details to staff the passenger security-screening checkpoints (paid from the Agreement budget) and to aid with construction projects (paid from the respective project budgets). In mid-2021, BSO and BCAD agreed to no longer utilize BSO Special Details for the passenger security-screening checkpoints and the FLL Airport began to utilize BSO Special Details (on an as needed basis) only to aid with security for construction projects. Such services are provided at rates pre-approved through a permit application for Special Details on an annual basis. BSO submits invoices for these services to the respective project managers at the FLL Airport.

Figure 5 shows the total budgeted and actual paid amounts for FY 2021 through FY 2023.

Figure 5

Total Budgeted Amounts and Actual Paid Amounts for FY 2021 Through FY 2023

Fiscal Year	Total Budgeted Amounts	Total Actual Paid Amounts
2021	\$ 19,876,930	\$ 21,741,308 <i>[Note 1]</i>
2022	24,467,900	27,460,043
2023	29,054,130	29,245,762
Total	\$ 73,398,960	\$ 78,447,113

Source: Prepared by the Office of the County Auditor using information obtained from BCAD Finance and Security.

Note 1: FY 2021 actual amount was partially paid for by the \$8.1 million CARES funding provided by Broward County to offset BSO expenses incurred during COVID. The \$22 million presented above is before the CARES offset.

The actual amounts paid to BSO for law enforcement services provided for the FLL Airport during FY 2022, by type of expense are presented in **Figure 6**.

Figure 6

**Amounts Paid to BSO for Law Enforcement Services
Provided for the FLL Airport During FY 2022, by Type of Expense**

Description	Amounts
Personnel	\$24,956,991
Vehicles (acquisition and maintenance)	805,774
Overhead costs (personnel of administrative departments)	621,277
Machinery gas and oil	426,205
Equipment (acquisition/lease and maintenance)	298,021
Communications	125,837
Commercial general liability self-insurance	122,054
Supplies operating and office	58,849
Third-party services and other	45,035
Total Expenses	\$27,460,043

Source: Prepared by the Office of the County Auditor using information obtained from BCAD Security.

Contract Administration

The BCAD Security Division is the BCAD’s designated day-to-day point of contact with BSO on routine matters pertaining to the administration of the agreement, which includes monitoring of BSO’s staffing and performance as well as review and approval of BSO invoices for payments.

PROCUREMENT OPTIONS

As we initiated this audit, BCAD Management raised questions regarding procurement options for law enforcement services at the FLL Airport. During our fieldwork, we obtained information and performed analyses which provided answers and additional insights regarding this topic. The narrative below provides the questions and a summary of information that we obtained.

1. Can Broward County legally establish its own law enforcement function for the FLL Airport?

Yes, subject to limitations discussed in detail below.

2. Can Broward County legally contract any city or a Florida state level agency for the law enforcement services for the FLL Airport? If not, what laws need to be changed to provide this authority?

No. According to Section 30.15 (5)(b), Florida Statutes, “. . . A county may not contract with or engage in any manner with an incorporated city’s or district’s police department to provide any services provided by the sheriff, including policing or police functions in the unincorporated area of any county . . .”

Additional Background and Discussion

It is important to note that the majority of the FLL Airport is located in unincorporated Broward County, with only a small portion located within the neighboring City of Hollywood, City of Fort Lauderdale, and City of Dania Beach (Cities). The Cities have jurisdictions within a small area of the FLL Airport. Also, the City of Hollywood and City of Fort Lauderdale have their own municipal police forces. The City of Dania Beach, although within a small area of the FLL Airport jurisdictional area, is currently a BSO contracted city. During the approval process for the expansion of the FLL Airport in 1997, Broward County (County) and the Cities of Fort Lauderdale and Hollywood each enacted ordinances that approved the FLL Airport expansion subject to various requirements (Development Orders). The Development Orders require the County to maintain, or cause to be maintained, an agreement with BSO to ensure the adequate provision of police services at the FLL Airport. The Development Orders are currently scheduled to expire on March 31, 2034.

Based on the legal opinion provided by the County Attorney's Office, Broward County has a statutory authority to establish its own police force.

However, the following modifications to the current local government laws and establishment of new mutual aid agreements would be required to make any changes to the current contracting practices.

Elimination or modification of the requirement to maintain the Agreement with BSO would require amendments of ordinances by the County and the Cities of Fort Lauderdale and Hollywood. Therefore, the County's ability to provide law enforcement services pursuant to Section 332.08(1)(b), Florida Statutes, is currently restricted by the Development Orders. However, the Development Orders can be amended to eliminate or modify the requirement to maintain an agreement with BSO through the enactment of ordinances by the County and each of the Cities.

Also, federal law imposes certain requirements on airport operators, including:

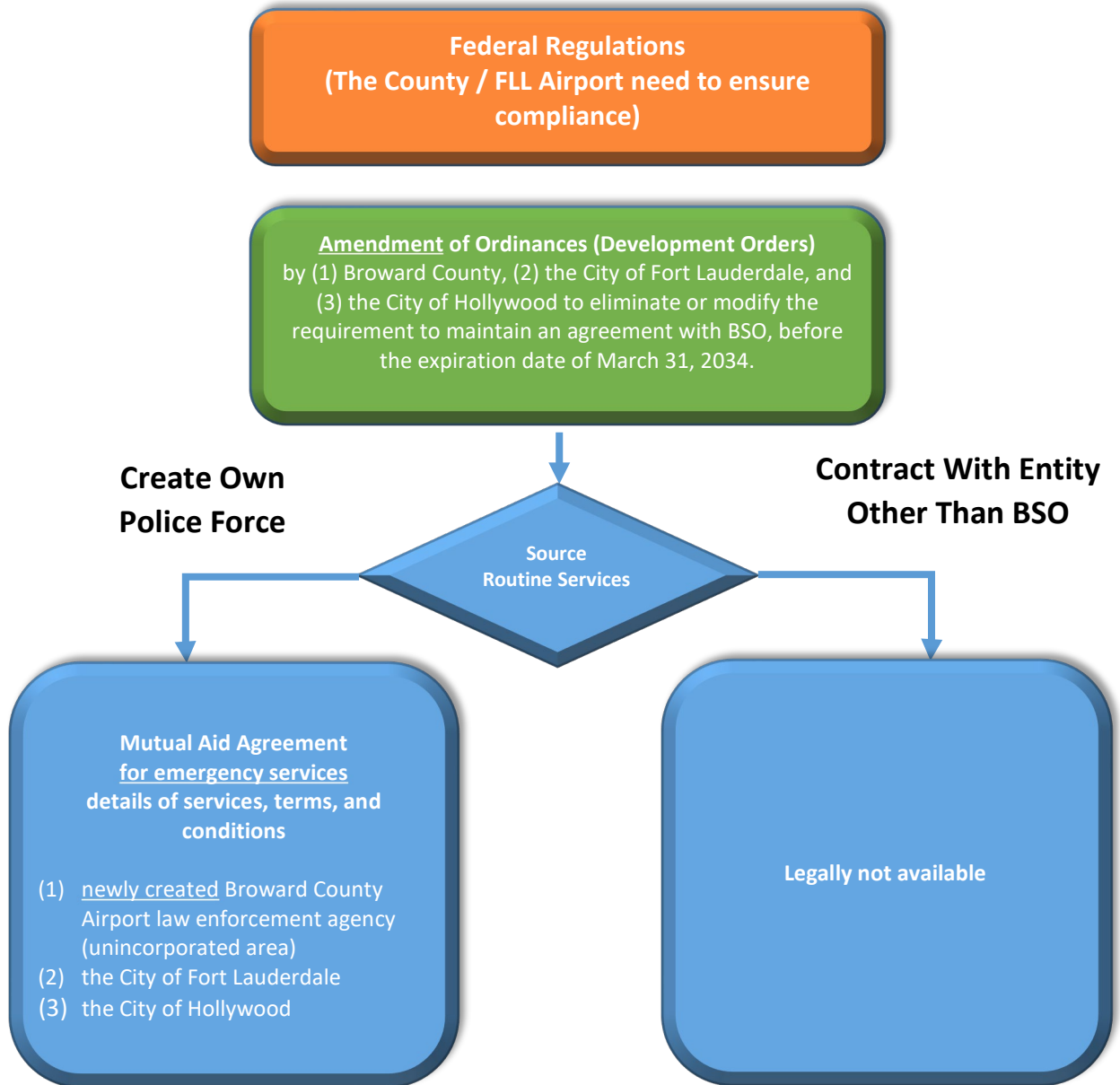
- 49 CFR Part 1542.217 requires that law enforcement personnel located at the airport (1) have arrest authority, (2) are armed with a firearm and have the authority to use it, (3) are identifiable with appropriate indicia of authority, and (4) meet the Florida training standards for law enforcement officers and any other training that the United States Transportation Security Administration ("TSA") determines is necessary.
- 49 CFR Part 1542.215 requires airport operators to have "(1) Law enforcement personnel in the number and manner adequate to support its security program. (2) Uniformed law enforcement personnel in the number and manner adequate to support each system for screening persons and accessible property required under part 1544 or 1546 of this chapter, except to the extent that TSA provides Federal law enforcement support for the system".

Therefore, to establish its own police force, the County, the City of Hollywood, and City of Fort Lauderdale need to amend the Development Orders and ensure compliance with the federal security requirements imposed on airport operators. **Figure 7** shows considerations and changes needed if an alternative source of the law enforcement services should be utilized at the FLL Airport.

In addition to these legal considerations and changes, BCAD would need to factor into the decision-making process operating aspects such as operational and administrative costs, staffing,

qualifications, equipment, communication, and any other relevant elements. Refer to **Opportunity for Improvement No. 1** for our related observations and recommendations.

Figure 7
Legal Considerations and Changes Needed to Transition to Alternative Source of Law Enforcement Services for the FLL Airport



Source: Prepared by the Office of the County Auditor with information provided by the County Attorney's Office.

OPPORTUNITIES FOR IMPROVEMENT

Our audit disclosed certain policies, procedures and practices that could be improved. Our audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

1. The Cost of the Law Enforcement Services for the FLL Airport Appears to be Higher When Compared to Other Surveyed Airports.

The cost of the law enforcement services for the FLL Airport appears to be higher when compared to other surveyed Airports. Currently, the FLL Airport contracts law enforcement services with BSO for an annual budget of approximately \$29 million for FY 2023, which includes 123 BSO positions. When compared to other surveyed Airports, the FLL Airport has the highest budgeted cost of law enforcement services per enplaned passenger (a passenger boarding a plane at an airport). **Figure 8** shows surveyed airports' FY 2022 annual budget for law enforcement services per enplaned passenger and number of police positions.

Figure 8
**Annual Budget for Law Enforcement Services per Enplaned Passenger
and Police Positions of Surveyed Airports for FY 2022**

	CONTRACTED LE SERVICES				IN-HOUSE LE SERVICES	
	FLL	Airport A	Airport B	Airport C	Airport D	Airport E
Police Budget (in millions, rounded)	\$28	\$19	\$38	\$24	\$15	\$2
Enplaned Passengers (in millions, rounded) <i>[Note 1]</i>	15	24	25	45	11	2
Police Budget Per Enplaned Passenger (EP)	\$ 1.9 /EP	\$ 0.8 /EP	\$ 1.5 /EP	\$ 0.5 /EP	\$ 1.4 /EP	\$1.0 /EP
Police Positions (Sworn & Civil Staff)	123 (sworn & civil)	120 (sworn & civil)	185 (sworn & civil)	122 (sworn only)	146 (sworn & civil)	45 (sworn & civil)

Source: Prepared by the Office of the County Auditor with information provided by BCAD, BSO, other airports, and airports’ annual financial reports published on their websites, Federal Aviation Administration’s (FAA) website.

Note 1: The number of Enplaned Passengers was obtained from airports’ annual financial reports published on their websites.

A competitive approach for obtaining law enforcement services for the FLL Airport has not been sought during the term of this Agreement since its execution in 1996. Good business practices require procurement of services at competitive prices, as well as terms and conditions being the best fit for business operations. Pursuing such an approach may yield improvements, not only from a financial standpoint, but in quality of service and relationships between the parties. Failure to seek a competitive approach may disincentivize BSO from being responsive to the FLL Airport’s needs.

Additionally, as discussed in the **Procurement Options** section of this report above, Section 332.08(1)(b), Florida Statutes, authorizes a County that has established an airport to appoint airport guards or police with full police powers. A use of County employees to perform the law enforcement services at the FLL Airport can provide more flexibility in the airport operations and help to achieve a desirable unity of command. However, BCAD management should consider performing an in-depth feasibility study, comparing the use of contracted versus in-house services, to ensure the costs, staffing, qualifications, equipment, communication, and any other relevant elements are factored into the decision-making process.

Through this report, we also identify opportunities for improvements that may result in cost savings and enhancements of controls and requirements for the Agreement with BSO. Please refer to **Opportunities for Improvement Nos. 2 - 14** for more information.

We recommend management:

- A. Perform an in-depth analysis of quantitative and qualitative operational factors to evaluate the feasibility of creating own police force.
- B. Renegotiate a new agreement with BSO, considering our recommendations in **Opportunities for Improvement Nos. 2 – 14.**

2. Expenditures Invoiced by and Paid to BSO Based on Estimated Budget Amount Allocations Should be Reconciled to Actual Costs Incurred by BSO.

BCAD paid BSO approximately \$2 million per year during FY 2021 through FY 2023 for services which were based on estimated budget amounts established as part of BSO-wide allocations without a reconciliation to actual costs incurred.

As stated by BCAD staff, the FLL Airport's current practice is to pay for services rendered by BSO as a reimbursement of all actual costs and expenses incurred. During our audit, we reviewed the annual budgeting process for the Agreement, supporting documentation for FY 2021 through FY 2023 budgets and three sampled months of documentation for actual payments. We identified eight categories of expenses that were invoiced by and paid to BSO based on the budget estimates without a reconciliation to actual costs incurred. **Figure 9** shows these eight categories of expenses, the nature of these expenses, and the amounts budgeted for FY 2021 through FY 2023.

Figure 9
Eight Categories of Expenses Invoiced and Paid Based on
Budgeted Amounts for FY 2021 Through FY 2023

BSO Account Description	Nature of Expenses FY 2021 per BSO Budget Director	FY 2021 Budgeted Amount	FY 2022 Budgeted Amount	FY 2023 Budgeted Amount
Worker's Comp	Worker's Compensation	\$ 445,926	\$514,121	\$ 499,518
Communication Svc/Aircards	Service fees for connectivity devices	44,378	48,704	48,704
Ins/Admin-Bond/Ins	BSO self-insurance	127,857	127,283	172,281
Oper Supply/Misc	Majority for body cameras	130,488	144,288	143,246
Mach-Equip Vehicle	Vehicle replacement	445,000	495,000	495,000
M/E-Computers	Computer replacement cost	85,928	119,329	97,538
Transfer To General Fund	Overhead/personnel cost from various BSO administrative departments	650,561	803,815	857,998
OPEB Reserve	Future OPEB costs for staff who are currently working [Note 1]	34,873	0	0
Total		\$1,965,011	\$2,252,540	\$2,314,285

Source: Prepared by our office with information provided by BCAD and BSO.

Note 1: Other Post-Employment Benefits (OPEB) are the benefits, other than pension distributions, that employees may begin to receive from their employer once they retire. OPEB can include life insurance, health insurance, and deferred compensation.

We discussed this issue with BCAD staff, who confirmed there is no process performed at year-end to reconcile these expenses to actual costs incurred. We also discussed these eight accounts with the BSO Budget Director, who provided explanations on the nature and allocation and estimation methodology for these expenses. However, after our numerous requests, BSO was unable to provide documentation demonstrating the actual costs for these accounts. Therefore, we were unable to verify the actual costs of these expenses, and the accuracy of the amounts paid to BSO.

The federal revenue diversion regulations enforced by the Federal Aviation Administration, which are codified in the U.S. Code, Title 49, Ch. 471 Airport Development, §47107, prohibit the uses of airport revenue for direct or indirect payments that exceed the fair and reasonable value of services and facilities provided to the airport.

Amounts paid to BSO based on budget and allocation of estimates may exceed the fair and reasonable value of services provided to the FLL Airport when the actual costs are less than the

budgeted amounts. This may result in noncompliance with the federal revenue diversion regulations enforced by the Federal Aviation Administration.

Additionally, during our audit, we surveyed other airports and identified a better practice related to a year-end reconciliation process. Refer to **Opportunity for Improvement No. 14** for additional details.

We recommend management:

- A. Work with BSO to develop a mutually agreed upon methodology, documentation requirements, and timeline to perform a year-end reconciliation process for expenses invoiced based on budget and estimate allocations to actual expenses incurred.
- B. Require BSO to refund to the FLL Airport any excess charges if the amounts paid by the FLL Airport are above actual costs identified through the year-end reconciliation process.

3. Retirement and Non-Retirement Cash-Out Payments, Other Post-Employment Benefits, and Longevity Supplement Payments to BSO Employees Should be Appropriately Allocated to Match the Employees' Time Worked at the FLL Airport.

We noted that BSO employees' cash-out payments for retirement and non-retirement benefits, Other Post-Employment Benefits (OPEB), and longevity supplement payments were paid from the FLL Airport's budget (as their final district assignment), even if the employees only spent a small portion of their tenure with BSO at the FLL Airport. If the percentages of actual time at the FLL Airport and other district assignments were appropriately allocated to these payments, the FLL Airport could have saved approximately **\$540,000** during the periods we reviewed as shown on **Figure 10**.

Figure 10
Potential Savings if the Percentages of Actual Time at the FLL Airport and Other District Assignments Were Appropriately Allocated

Type of Payments	Total Payments Made by the FLL Airport	Payments Applicable to the FLL Airport	Potential Savings
Retirement Cash-out (Oct'20 - Dec'21 retirement portion for six sampled employees)	\$96,796	\$20,980	\$75,816
OPEB (Oct'20, Apr'21, Dec'21 all employees)	145,334	49,924	95,410
Longevity Supplements (Oct'20 - Dec'21 sampled employees)	460,305	91,923	368,382
Total	\$702,435	\$162,827	\$539,608

Source: Prepared by the Office of the County Auditor with information provided by BCAD and BSO.

Specifically, the following issues are identified:

- A. We reviewed retirement and non-retirement cash-out payments for the period of October 2020 to December 2021. We noted six BSO employees, who received retirement and non-retirement cash-out payments in excess of \$10,000 during this period and worked an average of 24% of their total service time with BSO at the FLL Airport, but 100% of the \$286,177 in cash-out payments were paid by the FLL Airport.

We identified one BSO employee who received a total cash-out payment of \$103,021 for accrued leave hours and retirement cash-outs; of this employee’s 33 years of total service with BSO, only three years were spent assigned to the FLL Airport, yet the full cash-out payment amount was paid from the FLL Airport’s budget.

As shown in **Figure 11**, \$96,796 of the \$286,177 was associated with retirement cash-out payments to the six BSO employees. If percentages of actual time served at the FLL Airport were applied to the retirement portion of these cash-out payments, the FLL Airport could have saved **\$75,816** in costs for the six employees sampled.

Figure 11

Cash-out Payments During October 2020 to December 2021 to Employees who Received Over \$10,000 Each and Spent Less Than 50% of Total Tenure with BSO at the FLL Airport

Employee	Total Cash Out Payments	Years Employed at BSO	Years at the FLL Airport	% of Tenure at the FLL Airport	Non-Retirement Cash Out	Retirement Cash Out	Retirement Cash Out Applicable to the FLL Airport	Retirement Cash Out Potentially Overcharged to the FLL Airport Budget
Employee 01	\$ 103,021	33.12	2.95	8.91%	\$ 72,672	\$ 30,349	\$ 2,704	\$ 27,645
Employee 02	71,328	16.97	2.95	17.38%	67,983	3,345	581	2,764
Employee 03	39,271	21.40	5.87	27.43%	38,137	1,134	311	823
Employee 04	31,910	19.69	3.95	20.06%	5,502	26,408	5,297	21,111
Employee 05	21,257	19.87	9.55	48.06%	5,087	16,170	7,771	8,399
Employee 06	19,390	18.42	4.10	22.26%	-	19,390	4,316	15,074
	\$ 286,177	Avg. 21.60	Avg. 4.90	Avg. 24%	\$ 189,381	\$ 96,796	\$ 20,980	\$ 75,816

Source: Prepared by the Office of the County Auditor with information provided by BCAD and BSO.

At retirement, all BSO employees are paid balances for unused leave, which may have been accrued while at the FLL Airport or other locations. As the actual non-retirement leave balances accrued by BSO employees at various districts were unknown, we could not determine the appropriate allocation of non-retirement cash-out payments, which totaled \$189,381 for the six employees sampled. However, it is reasonable to assume additional savings would be realized.

- B. Other post-employment benefits (OPEB) are the benefits, other than pension distributions, that employees may begin to receive from their employer once they retire. OPEB can include life insurance, health insurance, and deferred compensation. We reviewed OPEB payments for the three sampled months of October 2020, April 2021, and December 2021. As shown in **Figure 12**, we noted a total of \$145,334 was paid for OPEB from the FLL Airport’s budget. If percentages of actual time served at the FLL Airport, which averaged at 34% of the total tenure with BSO, were applied to these costs, the FLL Airport could have saved **\$95,410** or 66% in costs.

Figure 12

OPEB Costs Incurred During the Months of October 2020, April 2021, and December 2021 for Employees with Final Assignment at the FLL Airport

Month	Amount invoiced to the FLL Airport	Amount Applicable to the FLL Airport	Percentage of the Invoiced Amount Applicable to the FLL Airport	Amounts Overcharged to the FLL Airport	Percentage of the Invoiced Amount Overcharged to the FLL Airport
October 2020	\$ 47,288	\$15,563	33%	\$ 31,725	67%
April 2021	52,216	18,278	35%	33,938	65%
December 2021	45,831	16,083	35%	29,748	65%
Total	\$145,334	\$ 49,924	Avg. 34%	\$ 95,410	Avg. 66%

Source: Prepared by the Office of the County Auditor with information provided by BCAD and BSO.

- C. Longevity supplement is a percentage increase in the base pay for BSO staff who completed a certain number of years of continuous service. BSO staff is eligible for longevity supplement after completion of 12 years of continuous service, with increases upon completion of 18 and 20 years of continuous services. The percentage of increases are detailed in the Collective Bargaining Agreements between the BSO and unions.

We reviewed longevity supplement payments for the period of October 2020 to December 2021. As shown in **Figure 13**, we noted 35 BSO employees, who received longevity supplements (for 18 and 20 years of service) on the regular pay in excess of \$10,000 during this period (for a total amount paid of \$460,305). However, these employees only worked at the FLL Airport an average of 4.5 years (20%) of their total service time with BSO. If percentages of actual time served at the FLL Airport were applied to the supplement payments for these employees, the FLL Airport could have saved **\$368,382** in costs.

Figure 13
**Longevity Supplement Payments to Employees who Received Over \$10,000 Each on
Regular Pay During the Period October 2020 to December 2021**

No. of Employees	Average Years with BSO	Average Years with the FLL Airport	% of Total Tenure at the FLL Airport	Longevity Amount	Longevity Amount Applicable to the FLL Airport	Longevity Amount Overcharged to the FLL Airport
35	22.6	4.5	20%	\$460,305	\$91,923	\$368,382

Source: Prepared by the Office of the County Auditor with information provided by BCAD and BSO.

It is common for BSO employees to transfer to different districts within Broward County throughout their tenure. The current practice by BSO is to charge the employee's final assignment district for all cash-out payments, OPEB, and longevity supplement payments. BSO does not allocate the accrued service hours, OPEB, and longevity costs to different districts served by BSO employees during their tenure. As part of BSO's policy, employees can cash-out their accrued sick and annual leave hours at the end of, or during their tenure.

Additionally, we noted that the support included in the BSO invoice packages for cash-out, OPEB, and longevity payments is limited to the employee's name, item description, and amount paid, which is insufficient for BCAD staff reviewing invoices to determine the accuracy of the value of services provided to the FLL Airport. The additional documentation would need to include information to determine the employees' tenure with BSO and a portion of his / her tenure when assigned to the FLL Airport. In response to our request, BSO Benefits staff provided dates of hire, retirement, and assignment to / from the FLL Airport, which we used in our analyses above.

We discussed this concern with BCAD staff, who confirmed that the current review of the payroll invoices is limited to a sample review of regular and overtime hourly charges, and they do not obtain and verify calculations of cash-out, OPEB, and longevity payments charged to the FLL Airport's budget.

The federal revenue diversion regulations enforced by the Federal Aviation Administration, which are codified in the U.S. Code, Title 49, Ch. 471 Airport Development, §47107, prohibit uses of airport revenue for direct or indirect payments that exceed the fair and reasonable value of services provided to the airport. Also, good internal controls require adequate documentation to support the value of provided services.

Current BSO and BCAD practices result in the FLL Airport paying more of the cash-out, OPEB, and longevity supplement payments than attributable to the actual time that an employee served at

the FLL Airport, which, in turn, may result in noncompliance with the federal revenue diversion regulations.

Additionally, during our audit, we surveyed other airports and identified good practices in relation to the proration of the payments of accrued benefits. Refer to **Opportunity for Improvement No. 14** for additional details.

We recommend management:

- A. Work with BSO to develop a methodology for retirement and non-retirement benefit cash-out, OPEB, and longevity payments, which proportionately allocates these costs based on the employees' actual amount of time spent in service at the FLL Airport.
- B. Perform adequate review of retirement and non-retirement benefit cash-out payments, OPEB, and longevity payments, to ensure such payments are based on the employees' actual amount of time spent in service at the FLL Airport and supported by sufficient documentation.

4. Internal Control Over Vehicle Fueling Process Should be Enhanced to Ensure Fuel Costs are Paid for Legitimate Purposes and Supported by Accurate and Complete Documentation.

Our review of the vehicle fuel invoices with the underlying supporting documentation revealed some issues in relation to the fueling process and reporting.

On a monthly basis, BSO submits to BCAD an operating invoice that includes the costs of vehicles and fuel, along with supporting documentation. This documentation includes the calculation for amounts invoiced based on budget / estimate allocations and system reports or other documentation for cost reimbursements based on actuals. **Figure 14** presents the vehicle and fuel costs paid by the FLL Airport during FY 2022 and 10 months of FY 2023.

Figure 14

Vehicle and Fuel Costs Paid by the FLL Airport for FY 2022 and 10 months of FY 2023

Description	FY 2022	FY 2023 (10 months)
Vehicles – acquisition / replacement <i>(reimbursement based on budget / allocation of estimate)</i>	\$495,000	\$495,000
Fuel <i>(reimbursement of actual costs)</i>	426,205	308,371
Vehicles – lease and repair and maintenance <i>(reimbursement of actual costs)</i>	310,774	309,367
Total Expenses	\$1,231,979	\$1,112,738

Source: Prepared by the Office of the County Auditor using information obtained from BCAD.

We identified the following issues related to vehicle fueling process, reporting, and usage:

- A.** BSO does not have adequate internal controls to monitor fuel usage by BSO employees to ensure that fuel costs charged to the FLL Airport are accurate.

Based on our discussions with BSO staff, BSO employees obtain fuel for the patrol vehicles from BSO’s own (in-house) and third-party (outside) fuel sites. When at the in-house or outside pump, the BSO employee is required to swipe a vehicle specific fuel card (or alternatively enters the vehicle equipment number), enters the employee Personal Identification Number (PIN) and the vehicle mileage reading. Fuel cards are issued by a third-party entity and allow for tracking of each transaction and all information entered at the pump, which is imported into the system used by BSO Fleet Division. On a monthly basis, BSO Fleet Division generates a Fuel Transaction Report from the system for vehicles assigned to the FLL Airport, which is included as part of the invoice package submitted to the FLL Airport. The Fuel Transaction Report is initially reviewed by BSO Fleet Division staff, who reviews for transactions flagged by the system during the data transfer due to abnormal mileage, and then, the report is shared with the respective BSO districts.

However, the BSO Fleet Division acknowledged that other than the cameras located by in-house pumps, there are no physical controls in place to prevent and monitor whether the fuel obtained by a BSO employee is for a BSO vehicle only.

Good internal controls would include physical controls and technology that monitors the proximity of the card to the vehicle and the level of fuel in the tank in real time. Lack of physical controls that would restrict fueling to BSO vehicles may result in misappropriation of the fuel.

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B. The Fuel Transaction Report submitted by BSO as the support for fuel expenses invoiced to the FLL Airport contains a significant number of data anomalies. As a result, we were unable to validate that the FLL Airport was invoiced for fuel accurately. Specifically, we reviewed the December 2021 Fuel Transaction Report for the FLL Airport and identified:

- 201 (24%) out of 837 total fuel transactions were flagged as overrides for fuel obtained at the outside and in-house pumps, as shown on **Figure 15**.

Figure 15

Examples From the Fuel Transaction Report Showing a Significant Number of Overrides

CO	DEPT	EQUIPMENT	TRANS #	FUEL TYPE	TRANS DATE	TRANS TIME	POST DATE	EMPLOYEE	SITE/ PUMP	METER TYPE/ READING	OVER RIDE
Example 1											
		4392	608201814	02	12/15/2021	14:20	12/30/2021	10796	Voy	M / 104,298	A
BSO	3240	4392	260572113	02	12/16/2021	13:58	12/30/2021	10796	Voy	M / 104,509	A
BSO	3240	4392	58380723	02	12/18/2021	23:57	12/30/2021	10796	Voy	M / 104,957	A
BSO	3240	4392	26324510	02	12/20/2021	10:08	12/30/2021	10796	Voy	M / 105,151	A
BSO	3240	4392	603903521	02	12/20/2021	21:35	12/30/2021	10796	Voy	M / 105,234	A
BSO	3240	4392	45173309	02	12/22/2021	9:40	12/30/2021	10796	Voy	M / 105,573	A
BSO	3240	4392	63288110	02	12/23/2021	10:02	12/30/2021	10796	Voy	M / 105,903	A
BSO	3240	4392	600100821	02	12/27/2021	21:13	12/30/2021	10796	Voy	M / 106,449	A
BSO	3240	4392	97	02	12/30/2021	13:26	01/11/2022	10796	722	M / 106,902	
BSO	3240	4392	264	02	12/31/2021	15:15	01/11/2022	10796	722	M / 107,050	
BSO	3240	4392	51841709	02	12/27/2021	9:57	01/12/2022	10796	Voy	M / 106,360	A
Example 2											
BSO	3240	4796	453330116	02	12/14/2021	16:44	12/30/2021	10243	Voy	M / 90,186	A
BSO	3240	4796	718791116	02	12/15/2021	16:55	12/30/2021	10243	Voy	M / 0	A
BSO	3240	4796	247497107	02	12/22/2021	7:43	12/30/2021	10243	Voy	M / 90,478	
BSO	3240	4796	154615116	02	12/23/2021	16:50	12/30/2021	10243	Voy	M / 90,607	
BSO	3240	4796	829392116	02	12/24/2021	16:09	12/30/2021	10243	Voy	M / 90,706	
BSO	3240	4796	608100508	02	12/25/2021	8:27	12/30/2021	10243	Voy	M / 90,787	
BSO	3240	4796	608303017	02	12/25/2021	17:40	12/30/2021	10243	Voy	M / 90,925	
BSO	3240	4796	782237116	02	12/26/2021	16:07	12/30/2021	10243	Voy	M / 91,003	
BSO	3240	4796	609201502	02	12/27/2021	2:56	12/30/2021	10243	Voy	M / 90,071	A
BSO	3240	4796	439547116	02	12/28/2021	16:45	01/12/2022	10243	Voy	M / 91,185	A
BSO	3240	4796	24011116	02	12/29/2021	16:42	01/12/2022	10243	Voy	M / 91,317	A
BSO	3240	4796	829008116	02	12/30/2021	16:03	01/12/2022	10243	Voy	M / 91,405	A
BSO	3240	4796	603202602	02	12/31/2021	2:41	01/12/2022	10243	Voy	M / 91,481	A
BSO	3240	4796	628331116	02	12/31/2021	16:36	01/12/2022	10243	Voy	M / 91,594	A

Source: Prepared by the Office of the County Auditor with information provided by BCAD.

The BSO Fleet Division explained that overrides marked as an “A” in the Fuel Transaction Report may be generated for in-house pumps when BSO staff are prevented by the pump system from getting fuel due to a significant difference in miles from the mileage reading entered for the prior fueling at the in-house pump (which may be due to BSO staff not fueling at the in-house pump for a period of time). For the third-party pumps, the BSO Fleet Division was unable to provide a reason for

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overrides. Further, the BSO Fleet Division was unable to explain whether all overrides are identified on the Fuel Transaction Report (as we noted unresolved data anomalies and missing information) and provide documentation supporting the validity and accuracy of data for the sampled overrides we inquired about.

- A number of transactions were identified with abnormal mileage readings that include differences of thousands of miles for transactions within a few days or decreases in miles from a prior transaction date. For some instances, we noted that the abnormal mileage readings appeared to be corrected with the subsequent transactions. However, considering a significant number of overrides and a lack of supporting documentation explaining different reasons for overrides, we were unable to determine whether all abnormal mileage readings were corrected accurately or whether all overrides were used for such corrections. A few examples are shown on **Figure 16**.

Figure 16
Examples From the Fuel Transaction Report Showing Abnormal Mileage Readings

CO	DEPT	EQUIPMENT	TRANS #	FUEL TYPE	TRANS DATE	TRANS TIME	POST DATE	EMPLOYEE	SITE/ PUMP	METER TYPE/ READING	OVER RIDE	
Example 1												
	BSO	3240	5621	21	02	12/01/2021	21:51	12/09/2021	11286	Voy	M / 41,900	A
	BSO	3240	5621	605900622	02	12/03/2021	22:31	12/09/2021	11286	Voy	M / 49,338	
Example 2												
	BSO	3240	5275	607702707	02	12/15/2021	7:16	12/30/2021	14492	Voy	M / 107,557	
	BSO	3240	5275	602307207	02	12/16/2021	7:49	12/30/2021	14492	Voy	M / 107,688	
	BSO	3240	5275	433783312	02	12/17/2021	12:40	12/30/2021	14492	Voy	M / 707,825	A
	BSO	3240	5275	706236503	02	12/20/2021	3:47	12/30/2021	14492	Voy	M / 107,969	
	BSO	3240	5275	164798505	02	12/21/2021	5:00	12/30/2021	14492	Voy	M / 108,117	
Example 3												
	BSO	3240	4796	782237116	02	12/26/2021	16:07	12/30/2021	10243	Voy	M / 91,003	
	BSO	3240	4796	609201502	02	12/27/2021	2:56	12/30/2021	10243	Voy	M / 90,071	A
	BSO	3240	4796	439547116	02	12/28/2021	16:45	01/12/2022	10243	Voy	M / 91,185	A
Example 4												
	BSO	3240	4788	608901709	02	12/07/2021	9:07	12/09/2021	17364	Voy	M / 80,755	
	BSO	3240	4788	275	02	12/09/2021	8:55	12/13/2021	17364	304	M / 81,037	A
	BSO	3240	4788	0	02	12/08/2021	6:27	12/15/2021	17364	Voy	M / 80,898	A
	BSO	3240	4788	0	02	12/19/2021	6:13	12/30/2021	17364	Voy	M / 81,251	A
	BSO	3240	4788	0	02	12/20/2021	7:27	12/30/2021	17364	Voy	M / 81,395	A
	BSO	3240	4788	992198406	02	12/21/2021	6:39	12/30/2021	17364	Voy	M / 81,535	A

Source: Prepared by the Office of the County Auditor with information provided by BCAD.

We specifically inquired of the BSO Fleet Division about reasons for these fluctuations, correct mileage, and documentation for Examples 2 and 3; however, they replied that the BSO Fleet Division may or may not correct abnormal mileage readings that they notice on the report depending on the circumstances. Further, the report was

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provided to the BSO Airport District who should let the BSO Fleet Division know if there are any issues.

- Six transactions without entered employee numbers were identified, which are shown on **Figure 17**.

Figure 17
Example From the Fuel Transaction Report Showing
Transactions Without Entered Employee Numbers

CO	DEPT	EQUIPMENT	TRANS #	FUEL TYPE	TRANS DATE	TRANS TIME	POST DATE	EMPLOYEE	SITE/ PUMP	METER TYPE/ READING	OVER RIDE
BSO	3240	6061	603800709	02	12/02/2021	9:27	12/09/2021		Voy	M / 73,243	
BSO	3240	6061	46339800	02	12/09/2021	0:18	12/15/2021		Voy	M / 73,631	
BSO	3240	6061	910267314	02	12/10/2021	14:12	12/15/2021		Voy	M / 73,742	
BSO	3240	6061	514621116	02	12/13/2021	16:54	12/15/2021		Voy	M / 73,954	
BSO	3240	6061	214	02	12/16/2021	23:54	12/17/2021	18937	722	M / 74,124	
BSO	3240	6061	948211614	02	12/19/2021	14:23	12/30/2021		Voy	M / 74,342	
BSO	3240	6061	605002821	02	12/21/2021	21:17	12/30/2021		Voy	M / 74,520	

Source: Prepared by the Office of the County Auditor with information provided by BCAD.

BSO Fleet Division explained that equipment number ‘6061’ is a prisoner unit, and many officers could have re-fueled this unit. However, it is important for the employee information on the Fuel Transaction Report to be complete and accurate to ensure accountability in a case of questionable anomalies indicating misuse of fuel.

We also discussed the extent of the review of the Fuel Transaction Report with BCAD staff, who explained that their review is limited to confirming that the total amount on the Fuel Transaction Report matches the amount invoiced by BSO.

Good internal controls require adequate documentation to support the value of provided goods and service. Lack of adequate monitoring controls of the data included in the Fuel Transaction Report, on both the BSO and BCAD side, may result in misappropriation of fuel.

We recommend management:

- A.** Work with BSO to strengthen their internal controls by implementing physical controls for vehicles used at the FLL Airport to ensure only BSO vehicles are being fueled and expenses for fuel charged to BCAD are appropriate and applicable to the FLL Airport operations / assigned staff.

- B. Ensure that BSO submits complete and accurate documentation to support amounts invoiced for fuel costs and retains supporting documentation for data overrides and investigation of abnormal data instances.

5. Number of Vehicles Assigned to and Associated Costs Paid by the FLL Airport Should be Evaluated to Meet the Airport Needs.

During the audit, BCAD staff raised their concerns about the number of BSO vehicles assigned to and paid for by the FLL Airport. During FY 2022 and 10 months of FY 2023, the FLL Airport paid totals of \$1.2 and \$1.1 million, respectively, for the vehicle and fuel costs. Our survey of other airports also identified a comparatively excessive number of vehicles assigned to the FLL Airport. Potential savings in vehicle and associated costs would be realized if the number of vehicles assigned to the Airport was adjusted based on the FLL Airport needs.

Both the FLL Airport and BSO confirmed that take-home vehicles are provided by BSO to all eligible BSO staff assigned to the FLL Airport, which pays for all fuel and maintenance for these vehicles. Based on our discussion with the BSO FLL Airport Captain, BSO provides take-home vehicles to Sergeants and Deputy Sheriff's due to the terms of the Collective Bargaining Agreement between the Broward Sheriff's Office and the International Union of Police Associations, LOCAL 6020, AFL-CIO for Law Enforcement Deputies / Sergeants Bargaining Unit effective October 1, 2021 – September 30, 2024 (Collective Bargaining Agreement). Additionally, the BSO FLL Airport Captain communicated that when vehicles are taken home, they are maintained better and last longer.

We also noted that the Collective Bargaining Agreement in Section 28.2 states, "Current bargaining unit members who reside in the tri-county area without assigned vehicles will receive a supplement to their base salary of four hundred fifty-three dollars and forty-five cents (\$453.45) per month. Bargaining unit members with an assigned vehicle who choose not to take it home are not eligible for the vehicle supplement." The Collective Bargaining Agreement may provide the option for BCAD to work with BSO to evaluate the feasibility of providing vehicle supplement in lieu of take-home vehicles.

Our survey of other airports identified that other airports do not provide take-home vehicles to all staff. Specifically,

- At Airport A, with contracted law enforcement services, the proportion of the number of vehicles to police positions was approximately 33% as compared to approximately

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for Law Enforcement Services at the Fort Lauderdale-Hollywood International Airport

80% at the FLL Airport. Of these assigned vehicles, only about 48% were take-home vehicles for which the associated fuel costs were not paid by Airport A.

- At Airport B, with contracted law enforcement services, the proportion of the number of vehicles to police positions was approximately 130%, of which only 65% were take-home vehicles.
- At airports with in-house law enforcement services (Airport D and Airport E), the proportion of the number of vehicles to police positions was about 10% and for which the fuel was paid by airports; however, only about 60% or none, respectively, of these vehicles were take-home vehicles.

Figure 18 shows airport survey results related to positions, vehicles, and fuel.

Figure 18
Airport Survey Results – Positions, Vehicles, and Fuel for FY 2022

	CONTRACTED LE SERVICES			IN-HOUSE LE SERVICES	
	FLL	Airport A	Airport B	Airport D	Airport E
Budgeted Positions (Sworn & Civil)	123 positions	120 positions	185 positions	146 positions	45 positions
Total Number of Vehicles	98 vehicles <i>(of which 82 are assigned and 16 are not assigned to specific employees)</i>	40 vehicles	238 vehicles	15 vehicles	4 vehicles
Number of Vehicles as % of Positions	Approx. 80%	Approx. 33%	Approx. 130%	Approx. 10%	Approx. 10%
Number of Take-Home Vehicles and Approx. % vs Total Vehicles	82 (Approx. 83%)	19 (Approx. 48%)	155 (Approx. 65%)	9 (Approx. 60%)	None (0%)
Fuel	Airport pays for all fuel, <u>including</u> for take-home vehicles	Airport pays for all fuel, <u>except for</u> the 8 take-home vehicles.	Airport pays for all fuel, <u>including</u> for take-home vehicles.	Airport pays for all fuel, <u>including</u> for take-home vehicles.	Airport pays for all fuel, <u>no</u> take-home vehicles.

Source: Prepared by the Office of the County Auditor with information provided by BCAD, BSO, and other airports surveyed.

Good business practices minimize spending of resources to items necessary for the operations, considering quantitative and qualitative operational factors. An excessive number of vehicles results in unneeded reimbursements by the FLL Airport.

We recommend management:

- A. Evaluate the total number of vehicles required to provide law enforcement services effectively and efficiently at the FLL Airport.
- B. Work with BSO to evaluate the feasibility of providing the vehicle supplement to BSO employees in lieu of take-home vehicles. Both quantitative and qualitative operational factors should be considered.

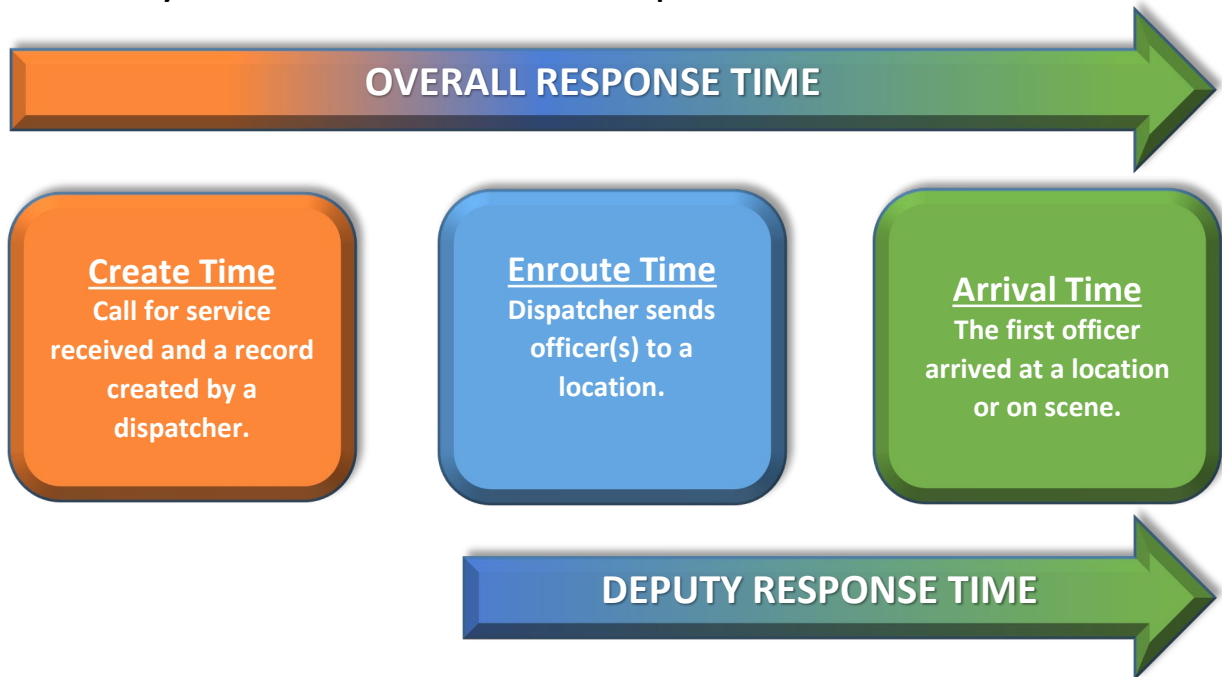
6. Response Times for Calls for Service Should be Calculated Using an Enhanced Methodology and Accurate Data to Better Represent Performance and Efficiency of BSO Services at the FLL Airport.

We reviewed BSO's methodology and presentation of the response times for calls for service in its semi-annual report for July - December 2022 provided by BSO Airport District and noted that the calculation and presentation of response times need improvements.

From the perspective of a person placing a call for service, the police response to a call for service starts from the time a police dispatcher answers the call. At this point, a record of the call is created ("Create Time") in the system. Another point of record is the time when the first officer arrives ("Arrival Time") to the location provided by the caller. Between these two points in time, dispatchers need to determine the priority of a call based on the level of threat and consider the priority to send an officer(s) to a location. The point in time when a dispatcher sends an officer(s) to a location is referred to as "Enroute Time." **Figure 19** shows key determinants for calculation of response time for calls for service.

Figure 19

Key Determinants for Calculation of Response Time for Calls for Service



Source: Prepared by the Office of the County Auditor with information provided by BSO.

We identified the following issues related to response time reported in BSO’s semi-annual report for July - December 2022:

A. Average Calculation Methodology

BSO’s semi-annual report contains the information of the average response time, which is an average of response times for individual calls, calculated using a formula of the difference between the “Arrival Time” and “Enroute Time” (Arrival – Enroute Time). For July - December 2022, BSO reported a single value of 1 minute 45 seconds for response times using an average calculation for a total of 20,224 individual calls for service. BSO also reported the number of calls for the top five types of calls for service. However, there was no breakdown of the average response times for each of the top five types of calls for service. Using response times of individual calls calculated by BSO, we calculated the average response times for each of the top five types of calls for service presented in **Figure 20**.

Figure 20
Comparison of Average Response Times Reported by BSO and County Auditor’s
Recalculation by Type of Calls for Service for July - December 2022

Types of Calls for Service	Number of Calls for Service	Average Response Time (hh:mm:ss)
BSO Reported		
ALL TYPES	20,224	1 minute 45 seconds
Average Response Times for Top Five Types of Service Calls Calculated by Auditor Using BSO’s Methodology		
68-POLICE SERVICE CALL	9,442	0:01:12
13I-SUSPICIOUS INCIDENT/PACKAGE	2,088	0:02:34
73-TRAFFIC/PARKING COMPLAINT	1,546	0:01:10
14-INFORMATION	982	0:02:29
72-LOST/FOUND PROPERTY	852	0:02:10

Source: Prepared by the Office of the County Auditor with information provided by BSO.

Reporting each type of calls for service separately is important to provide better performance data that can be utilized to obtain insights into response efficiency and identify areas for enhancement, as the priority in responding to “68 – Police Service Call” is likely to be higher than “14 – Information” calls for service.

B. Zero Values of “Arrival Time” and “Enroute Time” in Database

Upon our review of the data used by BSO for the July - December 2022 semi-annual report, we noted that the data included values of 0:00:00 (zero values) for “Arrival Time” and “Enroute Time” for individual calls for service. Specifically, we noted 12% of total calls for service received included a zero value for “Arrival Time” and an additional 12% included a zero value in the “Enroute Time.”

We discussed this observation with the BSO Airport District Captain, who advised that for instances when a Deputy Sheriff either initiated a call for service or was already on scene when a call for service was dispatched, a zero value was included in the calculation to determine the response times. We also discussed this with Broward County Office of Regional Emergency Services and Communications (Communications), one common reason for zero values is when a Deputy Sheriff initiated the call while he / she is already on scene by either placing a call for service or creating a call record from his / her own

data terminal / computer. As advised by Communications staff, there may be other reasons for these time fields to remain blank in the system. In essence, there was no dispatch process and, as a result, there is no response time. Currently, BSO includes these zero response times for individual calls in the calculation of the average response time. However, inclusion of calls with blank / zero value of "Enroute Time" and "Arrival Time" in calculating the response times may result in misleading information presented to the users of the information.

C. 95th Percentile Calculation Methodology

During the audit, we also identified an alternative way to calculate response times using the 95th percentile calculation methodology. The 95th percentile calculation methodology provides better insight and understanding of response times as it represents performance of 95% of the total calls for service, excluding outliers that may skew data used to assess performance and efficiency. **Figure 21** presents the comparison of response times calculated using the average and the 95th percentile methodologies for the top five types of calls for service for the semi-annual reporting period of July - December 2022.

Figure 21
Comparison of Response Times Calculated for the Top Five Types of Calls for Service
Using Average and the 95th Percentile Methodologies
for the Semi-Annual Reporting Period July - December 2022

Top Five Types of Calls for Service	Total Calls	Auditor’s Calculation of Response Time	
		Arrival Time – Create Time	
		Average Methodology	95 th Percentile Methodology
		(hh:mm:ss)	(hh:mm:ss)
68-POLICE SERVICE CALL	9,442	0:01:53	0:14:16
131-SUSPICIOUS INCIDENT/PACKAGE	2,088	0:04:41	0:18:01
73-TRAFFIC/PARKING COMPLAINT	1,546	0:02:08	0:12:13
14-INFORMATION	982	0:06:44	0:28:11
72-LOST/FOUND PROPERTY	852	0:05:28	0:27:39
Total Number of Calls	14,910		

Source: Prepared by the Office of the County Auditor with information provided by BSO.

Note: Calls for service with “Arrival Time” and “Enroute Time” input as zeros remain in the calculation.

As shown in the figure above, comparing to the 95th percentile methodology, the average methodology does not appropriately represent the actual performance and efficiency of BSO response to calls for service at the FLL Airport.

D. Overall Response Time

We also noted that the methodology utilized by BSO to calculate response times presents only a portion of the overall response time and does not provide a complete metric which may be perceived by the public. BSO methodology uses the difference between the “Enroute Time” and “Arrival Time”. However, the calculation that presents a better representation of the overall response time is the difference between the “Create Time” and “Arrival Time,” since this shows the time from the call being made to the Deputy Sheriff’s arrival on scene as previously illustrated in **Figure 19**.

Figure 22 shows the deputy and overall response times for the top five types of calls for service calculated using the 95th percentile methodology for the semi-annual reporting period July - December 2022. The deputy response time is calculated by the difference between “Enroute Time” and “Arrival Time”, which is currently used by BSO. The overall

response time is calculated by taking the difference between “Create Time” and “Arrival Time”.

Figure 22
Deputy and Overall Response Times Calculated for the Top Five Types of Calls for Service Using 95th Percentile Methodology for Semi-Annual Reporting Period July - December 2022

Top Five Types of Calls for Service	Total Calls	Deputy Response Time	Overall Response Time
		95 th Percentile Response Time = Arrival – Enroute Time (hh:mm:ss)	95 th Percentile Response Time = Arrival- Create Time (hh:mm:ss)
68-POLICE SERVICE CALL	9,442	0:09:28	0:14:16
131-SUSPICIOUS INCIDENT/PACKAGE	2,088	0:12:09	0:18:01
73-TRAFFIC/PARKING COMPLAINT	1,546	0:08:14	0:12:13
14-INFORMATION	982	0:15:21	0:28:11
72-LOST/FOUND PROPERTY	852	0:14:28	0:27:39

Source: Prepared by the Office of the County Auditor with information provided by BSO.

Note: Calls for service with “Arrival Time” and “Enroute Time” input as zero remain included.

Response time for calls for services should be calculated using an appropriate methodology and should be accurately presented as an important measure of performance and efficiency of BSO services. Otherwise, the public or report reader may be misled as they may perceive the metric that is currently reported as the time between a call and BSO arrival to a location.

We recommend management:

- A & C & D.** Require BSO to report both deputy and overall response times for the top five call for service types using the 95th percentile as identified above to better represent performance and efficiency of BSO services at the FLL Airport.
- B.** Ensure that the call data used by the BSO to calculate the response times is accurate and complete.

7. Minimum Staffing Requirement Should be Met for the Airport Safety Officer Positions.

Actual hours of service for the Airport Safety Officer (ASO) positions provided by BSO were less than the budgeted positions by four to five full-time equivalent (FTE) employees during the first quarter of FY 2022. Therefore, the minimum staffing requirement is not being met as required by the Agreement. As shown in **Figure 23**, we compared the required number of ASOs per the FY 2022 budget to the calculated FTE, based on actual hours paid from BSO’s payroll report for Quarter 1 of FY 2022.

Figure 23
Airport Safety Officer Position: Required Number of Budgeted Positions vs Actual Calculated Full-Time Employees for Quarter 1 of FY 2022

Month	FY 2022 Budget: Required Positions	Payroll Report: Calculated FTE	Number of FTE Lower Than Budget
October 2021	20	15	5
November 2021		16	4
December 2021		15	5

Source: Prepared by the Office of the County Auditor information provided by BCAD and BSO.

Per the FY 2022 budget, the minimum required number of staff for the ASO position is 20. Further, BCAD pays for positions based on actual hours of service and not budget. Therefore, there were no overpayments, although the calculated FTE based on actuals are less than budgeted positions for each month reviewed.

It is important to note that timely, reliable, and convenient airport access ensures that passengers will not miss their flight and increase quality of travel. Therefore, under-staffing of ASO positions, which as discussed in the Background are primarily assigned to the FLL Airport terminal curb areas to enforce parking violations and to assist with the traffic flow, could negatively affect the efficiency, reliability, and the convenience of the ground transport access from unattended traffic congestions and slow-moving vehicles. This may increase waiting time for vehicles, contribute to delays, and increase trip time. All of these may lower passenger satisfaction due to a lack of required number of positions. As advised by BSO, the recruitment of ASOs stopped due to the required number of ASO position reduction, and the recruitment process takes time to resume. Additionally, BSO communicated that there is a national problem in recruiting police staff.

We recommend management review the service hours and staffing of the ASO positions to ensure the staffing requirements established by BCAD are met.

8. BSO Should Comply with the Contract Requirements Related to Confiscations at the FLL Airport.

Our review found that confiscated property and money at the FLL Airport are not properly disclosed and provided to BCAD or the County as required by the Agreement. Based on the information provided by BSO Bureau of Finance (BSO Finance), we noted that the portion of awards from confiscations allocated to BSO Airport District totals approximately **\$810,000** from 2010 through August 30, 2023. Specifically, we identified the following issues:

- A.** BSO did not comply with the reporting requirements established in the Agreement. In response to our inquiry, BSO Airport District was able to share copies of intermittent emails to BCAD with documentation of ultimate adjudications of individual confiscation cases, explaining that this reporting of individual adjudications to BCAD lapsed for some time and then re-started. BCAD staff communicated that the reporting of individual adjudications re-started in May 2023. Further, BSO Finance staff confirmed that they share the monthly reports with BSO Airport District. These reports include the total balance attributable to the FLL Airport District in the beginning of the fiscal year and at the end of the reporting period, and list the confiscation case numbers, related amounts representing the Airport District's share of the total confiscation case amount, and the dates when BSO Finance processed disbursements to the County. However, as confirmed by the BCAD, such monthly reports are not provided to them by the BSO.

Section 14.5 of the Agreement required that:

“The Sheriff shall, on a quarterly basis, supply the County with a written record of the above-described fines and forfeitures. Such report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. . . . amendatory report(s) shall be submitted to the COUNTY within ten (10) days of the ultimate adjudication with regard to the seizure of such property.”

- B.** There was no verification by BCAD staff to ensure that the FLL Airport's share of confiscated funds was adequately allocated and earmarked for the FLL Airport when deposited, and whether these funds were used by the Sheriff within the FLL Airport. The

Airport District Captain stated that BSO did not use the Airport's share of the funds in the LETF during the last five years.

Section 14.1 of the Agreement states that:

"Sheriff agrees that any currency seized within the Airport District, through active participation of Airport District's personnel, or seized within any other Broward County district through active participation of Airport District's personnel, pursuant to this Agreement and Chapter 932 of the Florida Statutes, and subsequently forfeited to SHERIFF, shall be deposited into the Law Enforcement Trust Fund established by the Broward County Commission in an amount which represents the Airport District's share, as defined in Section 14.4, of such currency. Such currency shall be earmarked for the Sheriff's use within the confines of the Airport."

Also, Sections 14.2 and 14.3 of the Agreement state that in the event the Sheriff decides to use the confiscated personal property outside of the FLL Airport, or to dispose of real property seized within the FLL Airport, the Sheriff shall allocate funds to the LETF, equivalent to the FLL Airport's share, as defined in Section 14.4, and earmark for the Sheriff's use within the FLL Airport.

BSO did not submit quarterly reports regarding BSO confiscations at the FLL Airport as required in the Agreement. Further, BCAD was not aware if any funds from confiscations at the FLL Airport were deposited into the LETF, adequately allocated and earmarked for BSO use at the FLL Airport when deposited, and whether such funds were used by BSO within the FLL Airport.

We recommend management:

- A.1** Require BSO to submit adequate reports regarding BSO confiscations at the FLL Airport as required in the Agreement.
- A.2 & B.** Review the reports of BSO confiscations at the FLL Airport to ensure that the funds from confiscations are reported and deposited in the Law Enforcement Trust Fund, the FLL Airport's share is adequately allocated and earmarked for the FLL Airport when deposited and used by the Sheriff at the FLL Airport as required in the Agreement.

9. BCAD Should Continue to Monitor the Effectiveness of Staffing the Positions at Passenger Security-Screening Checkpoints and Federal Inspection Services Facility with Overtime Instead of Using Full-Time Deputy Sheriffs.

An estimated annual cost savings of at least \$843,000 was realized for FY 2022 by staffing the passenger security-screening checkpoints (checkpoints) and Federal Inspection Services (FIS) Facility positions with overtime in lieu of full-time Deputy Sheriffs. BSO staff are assigned for law enforcement support and enhanced security services at checkpoints to assist the Transportation Security Administration (TSA) staff per federal requirements and at FIS Facility to assist Customs and Border Protection (CBP) staff. BSO positions at checkpoints and FIS Facility are currently filled with 100% overtime instead of designated employees who have permanent assignments at these locations.

We reviewed BSO’s payroll records for overtime at checkpoints and FIS Facility from October to December 2021 and calculated the Deputy Sheriffs’ overtime rate and compared it to the calculated full-time Deputy Sheriffs’ salary rate plus related fringe benefits and operating and capital costs. Our review identified an estimated annual cost savings of at least \$843,000 as shown in **Figure 24**.

Figure 24
Estimated Annual Cost Savings if Checkpoints and FIS Facility are Staffed with Overtime Instead of Full-Time Deputy Sheriffs for FY 2022

Staffing By	Calculated Salary Rate	Calculated Benefits Rate	Total Salary and Benefits Rate	Total Overtime Hours	Estimated Personnel Costs	Other Operating and Capital Costs	Estimated Total Cost
Overtime (Current Practice)	\$69.54	\$23.32	\$92.86	61,360	\$5,698,000	-	\$5,698,000
Full-Time Deputy (Alternative)	\$41.12	\$46.78	\$87.90	61,360	\$5,393,000	\$1,148,000	\$6,541,000
Estimated Annual Cost Savings by Using Overtime							\$843,000

Source: Prepared by the Office of the County Auditor with schedules, invoices and payroll and fringe benefits information provided by BCAD and BSO.

Our analysis included a review of payroll records to include applicable service payments for regular salary, overtime, other fringe items such as vacation, sick time, FICA, health insurance,

longevity supplement payments, and Florida Retirement System (FRS) contributions. We confirmed the salary and benefits rates used in our analysis with the BSO Finance staff and obtained the information related to overtime hours from the BSO Airport District staff. Further, our calculation includes other operating and capital costs associated with full-time Deputy Sheriffs, such as vehicles and fuel, computers, other equipment, worker's compensation, self-insurance, and overhead costs. Such information was provided by the BSO Budget Director. Due to our analysis being a comparison of overtime, we excluded retirement and non-retirement cash-out payments and other post-employment benefits from our calculations. Also, our analysis focuses on the costs for Deputy Sheriffs and potential additional costs for supervisors (such as Sergeants and Lieutenant) are not included.

Staffing should be provided in the most cost-effective manner. Staffing with overtime instead of full-time Deputy Sheriffs currently results in cost savings, but BCAD should continue monitoring the effectiveness of staffing positions at the checkpoints and FIS Facility while ensuring safety and security of these locations.

We recommend management continue to monitor whether it is more effective to staff the checkpoints and FIS Facility with overtime instead of using full-time Deputy Sheriffs.

10. BSO Should Provide Adequate Documentation and Justifications to Support Their Annual Budget and Submit it Timely as Required by the Agreement.

Our review of BCAD's annual budget process with BSO during our audit period revealed that:

- A. BSO does not consistently provide adequate documentation and justification to support budgets submitted to BCAD. The submitted documentation is limited to a cover memo stating the total budgeted amount for a fiscal year by expense type such as personnel, operating, capital, transfers supported with a list of BSO general ledger accounts and related amounts by expense type. Adequate documentation would explain the nature of expenses in these accounts and show how amounts were determined, which is especially important when there are increases or changes from the prior year. Further, as advised by BCAD staff, BSO did not provide detailed supporting documentation and explanations upon requests through the budget process.

Section 9.3.1 of the Agreement requires BSO to provide the County with documentation to substantiate budgeted costs. Budget estimates submitted by BSO to BCAD for the County-wide budget process should be adequately supported and justified.

Strengthening budget controls is essential to ensure the accuracy of account budget balances at the beginning of each cycle.

- B. BSO consistently submitted their initial budgets to BCAD in May of each year during our review period of FY 2021 through FY 2023. However, Section 9.3.1 of the Agreement requires BSO to submit its projected budget for the FLL Airport for the forthcoming annual period no later than March 31 of each year. BSO's noncompliance with the terms of the Agreement caused a delay and inefficiencies in the BCAD's annual budgeting process.

We recommend management:

- A. Work with BSO to ensure the budget submitted by BSO is supported by the adequate documentation and justifications as defined in the Agreement.
- B. Require BSO to submit its projected budget for the FLL Airport for the forthcoming annual period no later than March 31 of each year as required in the Agreement.

11. Idle Time of the BSO Vehicles Used for Road Patrol at the FLL Airport Should be Reviewed to Improve Fuel Efficiency.

Our review of fuel expenses and underlying supporting documentation revealed instances of excessive fuel usage by BSO staff, including multiple instances of actual fuel efficiency below 10 miles per gallon (MPG). Specifically, we took the most conservative approach and limited our analysis to Deputy Sheriffs assigned to the FLL Airport's road patrol team (per the FLL Airport's schedules). For these Deputy Sheriffs, we identified the year, make and model of each vehicle using the BSO Equipment Master List by Department Report. We also obtained vehicle specification details such as cylinder configuration, engine liters, drive type, and type of fuel from the BSO Fleet division. We compared each vehicle's actual average fuel efficiency with the expected fuel efficiency obtained from Fueleconomy.gov, which is the official U.S. government source for fuel economy information, using the same vehicle configuration for city mileage. For instances when an exact vehicle configuration match was not available, we used the closest and more conservative configuration (with lower expected MPG) available from Fueleconomy.gov. **Figure 25** shows the comparison of the actual average fuel efficiency for instances below 10 MPG during December 2021 to the expected fuel efficiency obtained from Fueleconomy.gov.

Figure 25

Comparison of the Actual Average Fuel Efficiency for Instances Below 10 MPG to Expected Fuel Efficiency for the Same or Closest Vehicle Configuration in a City

Employee	Vehicle Year, Make & Model	Number of Transaction Instances <i>[Note 1]</i>	Actual Average Fuel Efficiency <i>[Note 1]</i> (in MPGs) [a]	Expected Fuel Efficiency (in MPGs) [b]	Actual Average as a % of Expected Fuel Efficiency [a] / [b]
Employee 01	2016 DODGE CHARGER	5	6.08	19	32%
Employee 02	2015 DODGE CHARGER	5	6.12	19	32%
Employee 03 <i>[Note 3]</i>	2021 DODGE CHARGER	3	7.21	18	40%
Employee 04	2015 DODGE CHARGER	9	7.88	19	41%
Employee 03 <i>[Note 3]</i>	2015 DODGE CHARGER	2	7.91	19	42%
Employee 05	2020 DODGE CHARGER	7	7.22	16 <i>[Note 2]</i>	45%
Employee 06	2016 FORD EXPLORER PI	11	7.70	16 <i>[Note 2]</i>	48%
Employee 07	2020 DODGE CHARGER	7	7.82	16 <i>[Note 2]</i>	49%
Employee 08	2017 DODGE CHARGER	10	7.87	16 <i>[Note 2]</i>	49%
Employee 09	2015 DODGE CHARGER	5	9.36	19	49%
Employee 10	2016 FORD EXPLORER PI	8	8.32	16 <i>[Note 2]</i>	52%
Employee 11	2015 FORD EXPLORER PI	5	8.84	16 <i>[Note 2]</i>	55%
Employee 12	2015 FORD EXPLORER PI	5	9.02	16 <i>[Note 2]</i>	56%
Employee 13	2020 CHEVROLET SIL 1500 CREW	6	8.98	14 <i>[Note 2]</i>	64%

Source: Prepared by the Office of the County Auditor with information provided by BCAD and obtained from Fueleconomy.gov, which is a website maintained by the U.S. Department of Energy's (DOE's) Office of Energy Efficiency and Renewable Energy with data provided by the U.S. Environmental Protection Agency (EPA) and is the official U.S. government source for fuel economy information.

Note 1: Analysis for instances with less than 10MPG. Total number of transactions for all of these 13 employees is higher.

Note 2: For instances when an exact vehicle configuration match was not available on Fueleconomy.gov, we used the closest more conservative configuration (with lower expected MPG) available.

Note 3: Employee 03 used two vehicles during December 2021.

Based on our discussion with the BSO FLL Airport Captain, he wants BSO staff to be in front of the terminals or inside terminals, not in the already secured areas. The BSO FLL Airport Captain stated that BSO staff can sit in the car for brief periods of time to check work emails, write their reports, and do their required BSO training from their issued laptops that are mounted in their vehicles. We also inquired of BCAD staff, who confirmed that the low actual efficiency is as expected as BSO employees sit in their vehicles for hours while the vehicle is idling (idling is leaving a vehicle's engine running while the vehicle is not in motion) at zero MPG while writing up reports and processing emails.

Good internal controls include monitoring of fuel efficiency. Idling vehicles while not operating equipment needed to perform duties may result in a waste of fuel. Additionally, idling may cause greater engine wear-and-tear over time, causing higher maintenance costs to the vehicles.

We recommend management work with BSO to review and identify ways to minimize idle time of the vehicles to improve fuel efficiency.

12. The Agreement Should be Amended to Align its Terms with Current Practices and Include Requirements for Various Areas.

As previously discussed in the Background section, the current Agreement was executed in November of 1996 and automatically renews annually. It was amended 11 times with changes primarily limited to the staffing levels and related compensation. During our audit, we noted some issues that should be addressed through a comprehensive amendment or a new agreement. The following are areas of concerns.

A. Areas for which the terms of the current Agreement do not align with current practices.

1. Compensation Structure (Direct Payments to BSO)

As previously discussed in the **Opportunity for Improvement No. 2**, the FLL Airport's current practice is to pay for services rendered by BSO as a reimbursement of all actual costs and expenses incurred by BSO, except for a few exceptions described in **Opportunities for Improvement Nos. 2 and 3**. This is inconsistent with the current Agreement which defines that BSO should be compensated based on budget and that the FLL Airport is entitled to an annual credit for vacancies or that BSO must maintain coverages at own cost.

Specifically, the Agreement requires:

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- In Section 9.3 to pay the Sheriff for services rendered to the FLL Airport in equal monthly installments of the consideration budgeted for a fiscal year.
- In Section 9.5, “The County shall be entitled to an annual credit if the annual vacancy rate (calculated in dollars, not number of personnel) exceeds 3.5 percent and the credit shall be in the amount of such excess. . . .”
- In Section 13, “The Sheriff shall procure and maintain at its own expense Worker’s Compensation and Employer’s Liability in compliance with Florida Statutes 440, and applicable federal laws.”

2. Compensation Structure (Indirect Reimbursements for BSO Services)

FLL Airport pays for dispatch services through a County-wide indirect cost charge paid via the General Fund; however, the current Agreement requires a direct payment to BSO. Per discussion with the Broward County Office of Management and Budget (OMB) staff, since FY 2014, the compensation of BSO for dispatch services is handled by the OMB according to the County-wide Agreement for Sheriff’s Operation of the dispatch services for the Consolidated Regional E-911 Communications System. As discussed in the **Opportunity for Improvement No. 13**, the FLL Airport’s share of costs is reimbursed by the FLL Airport to the County’s General Fund whereas Section 2.6, added to the Agreement through its 9th Amendment, includes provisions for the maximum-not-to exceed amount per fiscal year and direct invoicing by BSO to the FLL Airport.

B. Areas which lack requirements in the current Agreement.

1. Federal Training Documentation Retention Requirements.

During our audit we identified that BCAD staff does not verify adequacy of BSO law enforcement staff’s training, and places reliance on the compliance audits conducted by the Transportation Security Administration. In response to our request, BCAD staff were unable to provide training related documentation for BSO employees assigned to the FLL Airport (further discussed in **Opportunity for Improvement No. 13**). Per review of the Agreement, we noted that it does not include training related requirements.

The Code of federal Regulations, Title 49, Subtitle B, Chapter XII, Subchapter C, Part 1542, Subpart C, §1542.217 – Law enforcement personnel, requires:

“(d) Each airport operator must document the training program required by paragraph (a)(4) of this section and maintain documentation of training at a location specified in the security program until 180 days after the departure or removal of each person providing law enforcement support at the airport”.

2. Year-End Reconciliation Process

As previously discussed in the **Opportunity for Improvement No. 2**, some of the expenses are invoiced by and paid to BSO based on budget established as part of BSO-wide allocations and estimates without a year-end reconciliation of budgeted amounts to actual costs.

3. Capital Equipment

As previously discussed in the **Opportunity for Improvement No. 2**, the FLL Airport did not receive support for actual expenses, including for purchases of capital equipment such as computers and vehicles from BSO and does not independently maintain any lists of capital equipment purchased for and by BSO.

4. Cash-out, OPEB and Longevity Payments

As previously discussed in the **Opportunity for Improvement No. 3**, the FLL Airport is currently financially responsible for BSO employees’ cash-out payments of full retirement and non-retirement accrued service hours, OPEB and longevity payments regardless of actual time worked at the FLL Airport. Further, BCAD does not obtain and verify calculations of these monthly charges and support sufficient to verify the accuracy of such calculations.

5. Response Times Reporting

As previously discussed in the **Opportunity for Improvement No. 6**, the average response time calculated by BSO does not accurately represent performance and efficiency of BSO response to calls for service.

6. Required Reports

The current Agreement has very limited requirements for BSO reporting. A summary of required reports and reporting frequencies will facilitate contract administration.

7. Audit Rights and Retention of Records Clause

The current Agreement does not include standard audit rights and retention of records requirements, which formalize rights to audit books, records, accounts related to the agreement, and to interview contractor's employees to discuss matters pertinent to the performance of the agreement. Such requirements also ensure that all records and documents related to the agreement are preserved and made available to the County representatives in a written form within a reasonable time to facilitate contract administration, including throughout the course of any dispute or litigation with the County.

Good business practices include having contracts with terms and requirements that reflect current business practices, clearly define mutual obligations enforceable by law, and provide for constructive ways to handle potential disagreements.

Outdated contract terms and requirements or lack thereof may result in disagreement in relation to obligations, excess spending, and non-compliance with federal regulations.

We recommend management:

- A.** Update the Agreement to align it with current practices.
- B.** Expand the language of the Agreement to include requirements for:
 - 1.** Training and documentation retention.
 - 2.** Year-end reconciliation process for expenses paid during a year based on budget / estimate allocations.
 - 3.** Recording, tracking, and reporting of equipment purchased by BSO and reimbursed from the Agreement.
 - 4.** Appropriate allocation and payment for cash-out, OPEB, and longevity payments to BSO employees when their time of service is split amongst the FLL Airport and other BSO contracted districts.
 - 5.** Performance measures and reporting for response times, using the 95th percentile calculation methodology and overall response time presentation.
 - 6.** Required reports to be submitted by BSO and reporting frequencies.
 - 7.** County's standard audit rights and retention of records clause.

13. BCAD Management Should Perform Adequate Oversight to Ensure Contract Compliance and Strengthen Controls.

Our review found that the contract administration oversight needs to be enhanced in the following areas: BCAD's reimbursements for BSO dispatch services; verification of BSO law enforcement staff's training compliance; verification of the base pay and benefit rates reimbursed to BSO; verification of the budget available by pre-approved types of expenses prior to payments; payments for expenses invoiced based on budget / estimate allocations; cash out, OPEB and longevity payments; and review of the invoiced fuel costs. Specifically:

A. Reimbursements for Dispatch Services.

As part of the annual reimbursements for dispatch services to the County's General Fund, BCAD does not perform adequate reviews and accepts inadequate supporting documentation. As discussed in the **Opportunity for Improvement No. 12**, the current Agreement needs to be updated to reflect that the direct payment to BSO is governed by a different County-wide agreement. However, the direct payment is allocated to the respective County agencies at the end of a fiscal year by the Broward County Office of Management and Budget (OMB) and BCAD remains responsible for review and approval of the allocated amounts. As support for the allocated amounts, BCAD receives an annual General Fund Reimbursements Memo (Memo) prepared by OMB. The Memo contains only the final amount allocated by OMB to the FLL Airport, which is determined based on the number of calls provided by the Broward County Office of Regional Emergency Services and Communications. BCAD does not request any information or documentation supporting this final amount allocated to the FLL Airport.

The federal revenue diversion regulations enforced by the Federal Aviation Administration, which are codified in the U.S. Code, Title 49, Ch. 471 Airport Development, §47107, prohibit uses of airport revenue for direct or indirect payments that exceed the fair and reasonable value of services provided to the airport. Also, good internal controls require adequate documentation to support the value of services provided to the FLL Airport.

Without requesting and reviewing the information or documentation supporting the adequacy of dispatch cost amounts allocated to the FLL Airport may exceed the fair and reasonable value of services provided to the FLL Airport, potentially resulting in excess charges to the FLL Airport budget and noncompliance with the revenue diversion regulations.

B. Compliance with Training Requirements.

As previously discussed in the **Opportunity for Improvement No. 12**, BCAD staff was unable to provide training related documentation for BSO employees assigned to the FLL Airport. Such documentation is required to be maintained by the airport operator at the place defined in the airport's security program. BCAD staff confirmed that they do not verify the adequacy of BSO law enforcement staff's training and instead places reliance on the compliance audits conducted by the Transportation Security Administration. In response to our request, BCAD staff was also unable to provide training related requirements, and requested BSO to provide information about what training is required.

The Code of Federal Regulations, Title 49, Subtitle B, Chapter XII, Subchapter C, Part 1542, Subpart C, §1542.217 – Law enforcement personnel, requires:

“(d) Each airport operator must document the training program required by paragraph (a)(4) of this section and maintain documentation of training at a location specified in the security program until 180 days after the departure or removal of each person providing law enforcement support at the airport”.

As discussed in the **Opportunity for Improvement No. 12**, the current Agreement does not include training related requirements.

The lack of internal controls over the adequacy of BSO law enforcement staff's training and retention of training documentation may result in non-compliance with federal requirements. Further, law enforcement personnel may lack training to adequately handle public safety matters at the FLL Airport endangering the passengers, contractors, and the law enforcement personnel.

C. Verification of Pre-Approved Available Budget Amount for a Type of Expense / Budget Line Prior to Payment.

As part of the monthly invoice review and approval for payment, BCAD does not verify the availability of the budget by type of expense / budget lines as detailed in the approved annual budget for the Agreement prior to approving the actual invoiced expenses for payment. BCAD staff confirmed that the PeopleSoft system control ensures only that the total budget for the Agreement is not exceeded.

Good budgetary internal controls include making comparisons between actual results and budget (variance analysis) for approved types of expenses to prevent unauthorized budget overruns.

Lack of verification of actual invoiced expenses against the budget by the type of expense / budget lines as part of BCAD procedures and internal controls may result in payments for costs that were not pre-approved by BCAD as part of the annual budgeting process.

D. Year-End Reconciliation to Actual Costs

As previously discussed in **Opportunities for Improvement Nos. 2 and 12**, some of the expenses are invoiced by and paid to BSO based on budget established as part of BSO-wide allocations and estimates without a year-end reconciliation of budgeted amounts to actual costs.

E. Cash-out, OPEB, and Longevity Payments

As previously discussed in **Opportunities for Improvement Nos. 3 and 12**, the FLL Airport is currently financially responsible to pay for BSO employees' full retirement and non-retirement accrued service hours, OPEB and longevity payments regardless of time worked at the FLL Airport. Further, BCAD does not obtain and verify calculations of these monthly charges and support sufficient to verify the accuracy of such calculations.

F. Fuel and Vehicle Costs.

As previously discussed in **Opportunities for Improvement Nos. 4 and 12**, the Fuel Transaction Report submitted by BSO as support for reimbursement of fuel costs contains a significant number of data anomalies and missing values. BCAD staff confirmed that their review is limited to agreeing the total amount on the Fuel Transaction Report to the amount invoiced by BSO.

We recommend management:

- A.** Require that BCAD staff obtains and reviews the OMB's calculations and the underlying documentation to ensure that the dispatch service charges are properly allocated to the FLL Airport by OMB as part of the County-wide allocation process.
- B.** Work with the BSO FLL Airport Captain to establish what training is required for persons providing law enforcement services at the FLL Airport, and the frequency of "refresher" courses for such training. BCAD staff should periodically request and evaluate against the

training requirements and retain BSO training records for compliance with federal training related regulations.

- C. Ensure that BCAD staff reviews actual invoiced expenses against the respective budget by budget line / expense type as part of the monthly invoice review and approval process to prevent payments for unapproved costs.
- D. Ensure that BSO performs a year-end reconciliation for expenses invoiced during a year based on budget and estimate allocations to actuals according to the mutually agreed upon methodology, required documentation, and timeline, as noted in the **Opportunity for Improvement No. 2.**
- E. Ensure that BCAD staff performs adequate monthly review of retirement and non-retirement benefit cash-out payments, OPEB, and longevity payments, to ensure such payments are based on the employees' actual amount of time spent in service at the FLL Airport and are supported by sufficient documentation, as noted in the **Opportunity for Improvement No. 3.**
- F. Ensure that BCAD staff performs an adequate review of documentation submitted by BSO to support invoiced fuel expenses, as noted in the **Opportunity for Improvement No. 4.**

14. BCAD Should Consider Some Best Practices Implemented by Other Airports for Law Enforcement Services.

To identify potential areas for cost savings and best practices, we surveyed five other international airports regarding their law enforcement services. Some best practices identified as part of our survey include:

- A. **A pay cap is established for hourly rates by rank based on the law enforcement agency-wide average rates.** A pay cap in the annual operating budget reflects base pay and benefits amounts that do not exceed amounts that would be payable if the seniority of the personnel assigned to the airport mirrors the average police department-wide seniority levels by applicable rank as of the start of each fiscal year. For example, if the average pay and benefits rate for all sergeants in the agency is ten years as of the start of a fiscal year, the airport reimburses for the actual pay and benefits of sergeants assigned to the airport up to the average agency-wide rate for a sergeant rank.

Based on discussion with BCAD staff, the FLL Airport's current practice is to reimburse BSO's payroll costs based on the actual hours worked and hourly rates paid by BSO to its

employees without considering the rates used in the annual budget for the Agreement, the base salary hourly rate ranges established in the last amendment to it, or a regard to seniority. BCAD confirmed that they did not pre-approve base salary hourly rates since the last amendment to the Agreement with rates in effect for FY 2018.

Good business practices include pre-approval of the payroll rates by BSO classifications to prevent excess spending due to potential unwarranted transfers of BSO Offices with seniority exceeding the average BSO-wide seniority level to the FLL Airport. Further, the federal revenue diversion regulations enforced by the Federal Aviation Administration, which are codified in the U.S. Code, Title 49, Ch. 471 Airport Development, §47107, prohibit uses of airport revenue direct or indirect payments that exceed the fair and reasonable value of services provided to the airport.

The lack of practices and procedures to pre-approve base salary and benefit rates by BSO employee classification / rank and review invoiced rates to ensure they do not exceed pre-approved rates may result in excess charges to the FLL Airport's budget due to potential unwarranted transfers of BSO Officers with seniority exceeding the average BSO-wide seniority level to the FLL Airport. Further, payments for services in excess of the fair and reasonable value is a noncompliance with the federal revenue diversion regulations enforced by the Federal Aviation Administration.

- B. A year-end reconciliation process is performed.** An annual reconciliation is performed at year-end to determine actual costs and whether the airport is required to make an additional payment to the law enforcement agency, or the law enforcement agency is required to make a reimbursement payment to the airport.

As noted in the **Opportunity for Improvement No. 2**, we identified eight categories of expenses invoiced and paid by the FLL Airport based on budget or estimate allocations and no year-end reconciliation to actual costs is performed.

- C. Cash-out payments of accrued benefits are prorated** between the law enforcement agency and the airport based on the number of months an individual was at the airport as compared to the total number of months an individual was a member of the police department.

As noted in the **Opportunity for Improvement No. 3**, the current practice for the FLL Airport is to pay for the entire cash-out payments, other post-employment benefits, and longevity supplement payments from the FLL Airport's budget (as their final district

assignment), even if employees only spent a small portion of their tenure with BSO at the FLL Airport

We recommend management:

- A. Evaluate the feasibility of establishing a pay cap for hourly rates by rank based on BSO-wide average rates.
- B & C.** Consider implementing best practices related to the year-end reconciliation process and cash-out payments, as noted in our recommendations in **Opportunities for Improvement Nos. 2 and 3.**

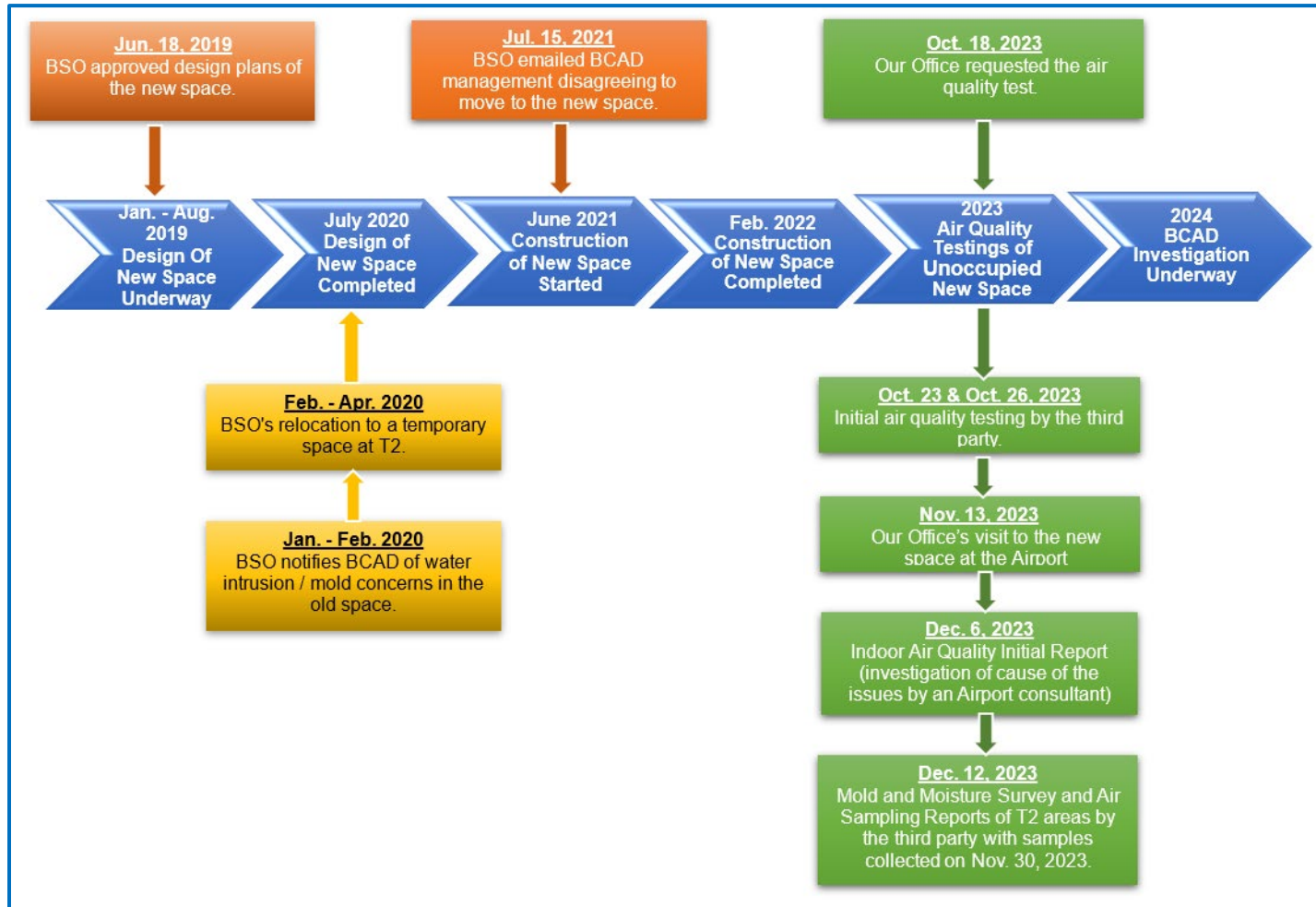
15. BCAD Should Immediately Remediate Air Quality Issues in the Unoccupied Space in Terminal 2 of the FLL Airport to Ensure it can be Timely Utilized for Intended Purpose.

Newly custom-built 4,600 sq ft space for BSO in Terminal 2 (T2) of the FLL Airport has been vacant since February 28, 2022. The total cost of the renovation was approximately \$2 million, which included design, permit, construction, and construction administration services provided by professional consultants. BCAD staff indicated this space was renovated and expanded with collaborative input provided by BSO; however, BSO stated they will not relocate to this custom-built space (new BSO space) citing numerous reasons as discussed in the following sections.

Figure 26 summarizes the timeline and some key events related to the new BSO space, including BSO's approval of design plans of the new BSO space, BSO's relocation to a temporary space, BSO's disagreement to relocate to the new BSO space, activities initiated by our Office as part of this audit, and various air quality tests and investigations in the new BSO space.

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Figure 26
Timeline and Some Key Events Related to the New BSO Space



Source: Prepared by the Office of the County Auditor with information provided by BCAD, BSO, Broward County Risk Management Division, and Broward County Financial and Administrative Services Department.

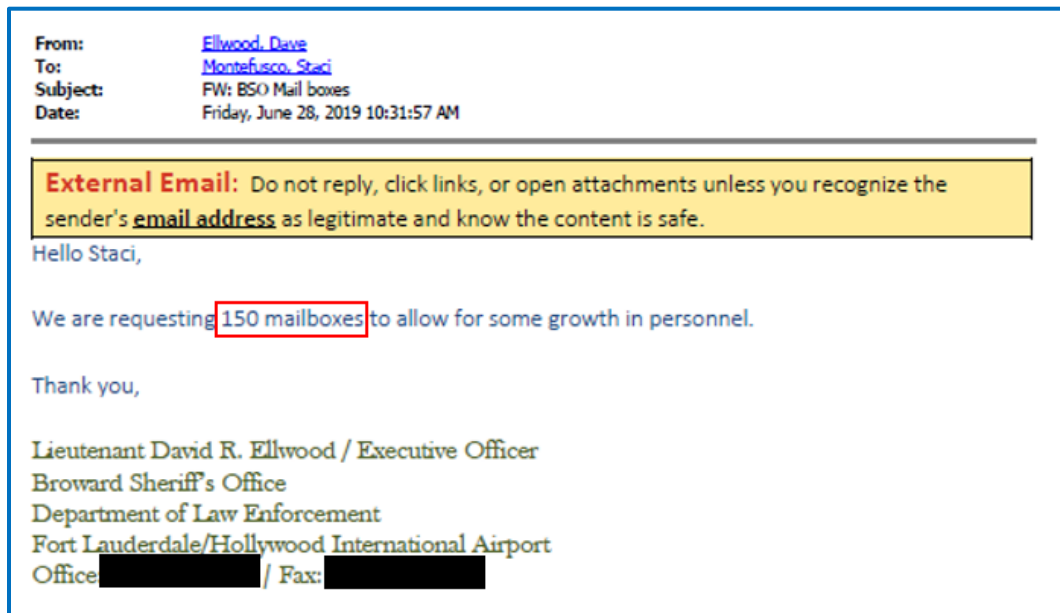
During the audit, BSO expressed concerns to our Office about their observations of water intrusion and potential mold in the new BSO space. As a result, we initiated air quality testing, and the results identified potential air quality issues. We have been working with BCAD to identify the causes, and BCAD communicated that they are in the process of performing further investigation and making remediation efforts for issues identified.

The key issues related to the new BSO space are identified below:

A. Decision on Relocation to the New BSO Space

As noted in the timeline in **Figure 26**, design of the new BSO space was underway during the period of January through August 2019. Based on the information provided by BCAD, BSO provided collaborative inputs into the design of the new BSO space, including an approval of the configuration with dedicated offices, holding cells, and interrogation rooms. However, according to written communications from the County Attorney's Office to the BSO Deputy General Counsel dated January 27, 2022, BSO rejected moving to the new BSO space and cited that the decision on where to locate the BSO FLL Airport office was made by BCAD unilaterally. **Figure 27** includes selected email examples from BSO to BCAD requesting customizations of the new BSO space during the design phase of the project.

Figure 27
Emails (Examples) From the BSO to BCAD
Requesting Customizations of the New BSO Space



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From: Rosenthal, Michael
Sent: Tuesday, May 28, 2019 1:40 PM
To: 'grantkeene'; [REDACTED]
Cc: 'smontefusco'; Ellwood, Dave; Rosende, Eduardo
Subject: Temporary Holding Cells

Mr. Keene, it was great talking with you today about our new construction. I included Ms. Montefusco in this email because she is the representative from Broward County Aviation Department, the agency which will be building our new offices.

As we discussed over the phone, our new offices will have two **temporary holding cells** (each 8' wide and 10' deep). We will need a bench (bolted to the concrete floor), wire mesh for the ceiling (to prevent climbing through the ceiling tiles) and a door. Whether the door will be a metal door, which is used in actual jails, or bars will depend on cost, availability, installation factors, etc. The other three sides of each cell will be concrete (I don't know if it will be block or otherwise) with the two cells sharing a common wall.

Additionally, we will need a floor ring in each of our **two interview rooms** suitable for attaching leg shackles.

Thank you and I look forward to receiving your estimate.

Sgt. Michael J. Rosenthal, M.S.
Administrative Sergeant
Broward County Sheriff's Office
Ft. Lauderdale-Hollywood International Airport
100 Terminal Drive, Ft. Lauderdale, FL 33315
Office [REDACTED]

From: Ellwood, Dave
To: "Abbas Zackria"
Cc: Montefusco, Staci; Michael Rosenthal BSO; Eduardo Rosende BSO
Subject: RE: Temporary Holding Cells
Date: Monday, June 17, 2019 11:12:08 AM

External Email: Do not reply, click links, or open attachments unless you recognize the sender's **email address** as legitimate and know the content is safe.

To all,

Just confirming **based on our most recent meeting**, that we are going with the same construction as **the holding cells** that are in the CBP (Customs and Border Patrol) facility in Terminal 1?

As discussed those were built by BCAD, so you have all the specs.

Thank you,

Lieutenant David R. Ellwood / Executive Officer
Broward Sheriff's Office
Department of Law Enforcement
Fort Lauderdale/Hollywood International Airport
Office: [REDACTED] / Fax: [REDACTED]

Source: Provided by BCAD.

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BCAD also provided correspondence showing the request to BSO for their sign-off on the layout of the new BSO space, and a reply from the BSO Airport Captain at the time (with a copy to the current Captain) approving the plans of the new BSO space dated June 18, 2019, as shown in **Figure 28**.

Figure 28
Emails Correspondence Showing BSO Airport Captain at the Time Approving Plans of the New BSO Space on June 18, 2019

From: [Rosende, Eduardo](#)
To: [Montefusco, Staci](#); [Dave Ellwood BSO](#)
Cc: [Murphy, John](#); [Brathwaite-Brooks, Sean](#); [Smalling, Pauline](#)
Subject: RE: 2019.06.17 BSO Layout for Signoff
Date: Tuesday, June 18, 2019 9:57:29 AM

External Email: Do not reply, click links, or open attachments unless you recognize the sender's **email address** as legitimate and know the content is safe.

Good Morning [REDACTED]

We have reviewed and approved the plans. Please proceed. To that end, I contacted the Director of our IT Division, John Murphy (copied). He identified Sean Brathwaite-Brooks (also copied) as your POC. His cell number is [REDACTED].

Thank you.

[REDACTED]

Captain E.I. Rosende
Department of Law Enforcement | Ft. Lauderdale/Hollywood International Airport (FLL)
office: [REDACTED] | fax: [REDACTED]
Please note that Florida has a broad public records law, and that all correspondence sent to me via email may be subject to disclosure.

From: Montefusco, Staci [REDACTED]
Sent: Tuesday, June 18, 2019 8:03 AM
To: Ellwood, Dave; Rosende, Eduardo
Subject: FW: 2019.06.17 BSO Layout for Signoff

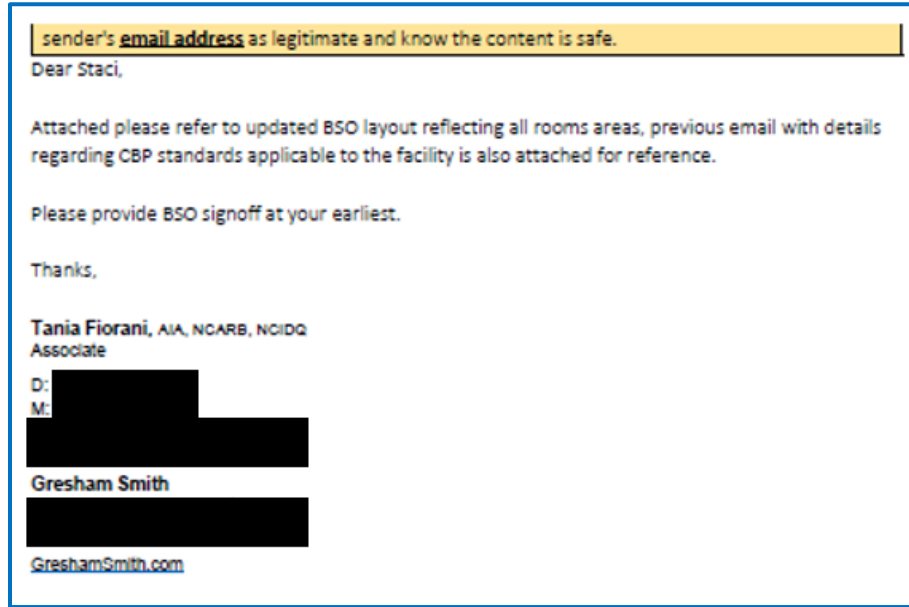
Good morning,
Please see attached for your review and acceptance. We are reaching a critical date in which we must finalize the drawings and provide to Turner for buildout. Please sign off at your earliest so we can maintain our schedule.

As a side note, we need to meet with your IT group. It is our understanding that your office phones are provided by BSO...is this correct?

From: Fiorani, Tania [REDACTED]
Sent: Monday, June 17, 2019 5:12 PM
To: Montefusco, Staci [REDACTED]
Cc: Goebel, Ben [REDACTED]; Sucher, Brad
Subject: 2019.06.17 BSO Layout for Signoff

External Email: Do not reply, click links, or open attachments unless you recognize the

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Source: Provided by BCAD.

Figure 29 shows images of the new BSO space including custom holding rooms and interrogation rooms which were designed with collaborative input provided by BSO.

Figure 29
Entrances to New BSO Space (First Floor) - View from the Airside



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Two Custom Holding Rooms



Two Custom Interrogation Rooms – Views Outside and Inside



Source: Pictures taken by the Office of the County Auditor on September 21, 2023.

B. Mold Issue in the Old BSO Space

Another main reason for BSO's refusal to return to the T2 area, is the mold issue found in the old BSO space around January and February 2020. As a result, BSO vacated from the old space to a temporary location in February - April 2020. The BSO Airport Captain advised that BSO communicated with BCAD management their concerns about returning to the area on the airside of T2 before the construction was performed for the new BSO space. The BSO Airport Captain also provided an email dated July 15, 2021 from him to BCAD management stating that BSO disagreed to return to the T2 area and listed the reasons for the disagreement, as shown in **Figure 30**.

Figure 30

Email Dated July 15, 2021 From the BSO Airport Captain to BCAD Management Regarding the Disagreement to Return to the Area in T2

From: Ellwood, Dave
Sent: Thursday, July 15, 2021 4:43 PM
To: Nonnemacher, Michael
Cc: mgale@██████████; Capello, Frank; Mund, Michael; pgregal@██████████; Anderson, Nichole; Holmes, David; McCoy, Chris; Futch, Lee; Irvin II, Timothy; Greene, John
Subject: BSO Airport District Office

Good afternoon Mike,

This email is in reference to concerns regarding the designated BSO Airport District Office space. You have previously mentioned that we cannot and will not remain in the area we are currently in due to the area being planned for other usage by BCAD. Additionally, BSO personnel were recently told by construction workers in the area of our old space/the old TSA space, that they are getting ready to start building a BSO District Office in that area.

To ensure money is not wasted on something that will not be agreed upon, BSO is requesting to begin discussions for a mutually agreed upon space to be utilized as the BSO Airport District Office. BSO will not agree to be returned to the area of our old space/the old TSA space, in the secure side of Terminal 2 for many reasons:

- Mold as well as the ongoing construction in that area that left debris in the air we were breathing is what originally forced us out of the original space. I had to make that move quickly for the safety of our BSO Personnel. This move was coordinated with our BSO Risk management. The health concerns for this area remain.
- Being on the secure side does not provide the quick access that we now have to respond to the public areas. It is a tremendous safety benefit that also reduces response time as well as downtime of Deputies coming and going to the office in the course of their duties.
- The public access is a tremendous benefit to the traveling public, airport employees, and the many stakeholders who can now locate the Airport's Law Enforcement agency and have access to us when needed.
- The absence of a designated bathroom for our armed Law enforcement personnel is a major concern and compromises not only the safety of the Deputy, but everyone's safety. Although, the current space only having one male and one female bathroom for our 124 person staff can be challenging, it is much better and safer than our previous district office in the rear of terminal 2, when there was no designated bathroom and therefore forced Deputies to utilize public bathrooms that placed their firearms in an unsafe position when removed to utilize the bathroom.
- There are many other requirements that must be met for an acceptable Law Enforcement District office space that I have learned about during this process. I will leave those aspects to be discussed by the experts, such as BSO Risk Management, BSO Legal, and other departments.

Please let me know your availability to discuss this and I look forward to working together effectively on this project.

Regards,

Dave

Captain David R. Ellwood
Broward Sheriff's Office / Department of Law Enforcement
Fort Lauderdale / Hollywood International Airport
100 Terminal Drive, Fort Lauderdale FL 33315
Office: ██████████ | Fax: ██████████

Source: Email provided by BSO (Highlights in yellow in the email marked by BSO).

However, BCAD staff indicated that the temporary space currently occupied by BSO is scheduled for a demolition due to the overall T2 development project. Further, as discussed previously, the new BSO space, with a total cost of approximately \$2 million, was renovated and expanded with collaborative input provided by BSO. Section 5 of BSO's Agreement states that BSO ". . . may utilize such space in the County

Operations/Police Building to be mutually agreed upon, from time to time.” Therefore, it is critical for BCAD and BSO to work together to timely relocate BSO from their temporary space to the new BSO space immediately after remediation is complete (discussed in the following sections) to avoid any interruptions or delays to the overall T2 development project and prevent any additional costs.

C. Moisture Intrusion Issues in the New BSO Space (Currently Unoccupied)

1. Air Quality Tests of the New Space by Third-Party Vendors

During our discussion with BSO staff, they emphasized the mold issue in the old BSO space and expressed their concerns about the water leaking problem in the new BSO space (currently unoccupied). We asked BCAD staff whether an air quality test has been performed at the new BSO space since it was completed, and they confirmed that no tests were performed. We immediately requested an independent third-party assessor to perform an air quality test in the unoccupied new BSO space. Subsequently, the tests were performed by two vendors with samples collected on October 23, 2023, and October 26, 2023, respectively.

Industry practice indicates that the concentration of the spore count for indoor samples is expected to be lower than the value for outdoor samples in buildings with heating ventilation and air conditioning systems. Therefore, we reference the average of spore count in outdoor samples as the Maximum Expected Value or MEV for indoor samples.

Based on the test results provided, we compared the average testing value of the outdoor samples (Maximum Expected Value or MEV) against the values for the indoor samples. **Figure 31** shows a summary of results for air quality tests performed by two vendors.

Figure 31
Summary of Results for Air Quality Tests Performed in October 2023

Air Quality Tests	<u>Vendor #1</u> Testing Results	<u>Vendor #2</u> Testing Results
Sample Collection Date	10/23/2023	10/26/2023
Total Number of Outdoor Samples Collected	3	3
Total Number of Indoor Samples Collected	17	18
Maximum Expected Value (MEV) for Indoor Samples (spore count/m³) (Based on average testing value of outdoor samples)	1,693	102
Number of Indoor Samples <u>Within</u> MEV	8	3
Number of Indoor Samples <u>More Than</u> MEV	9	15

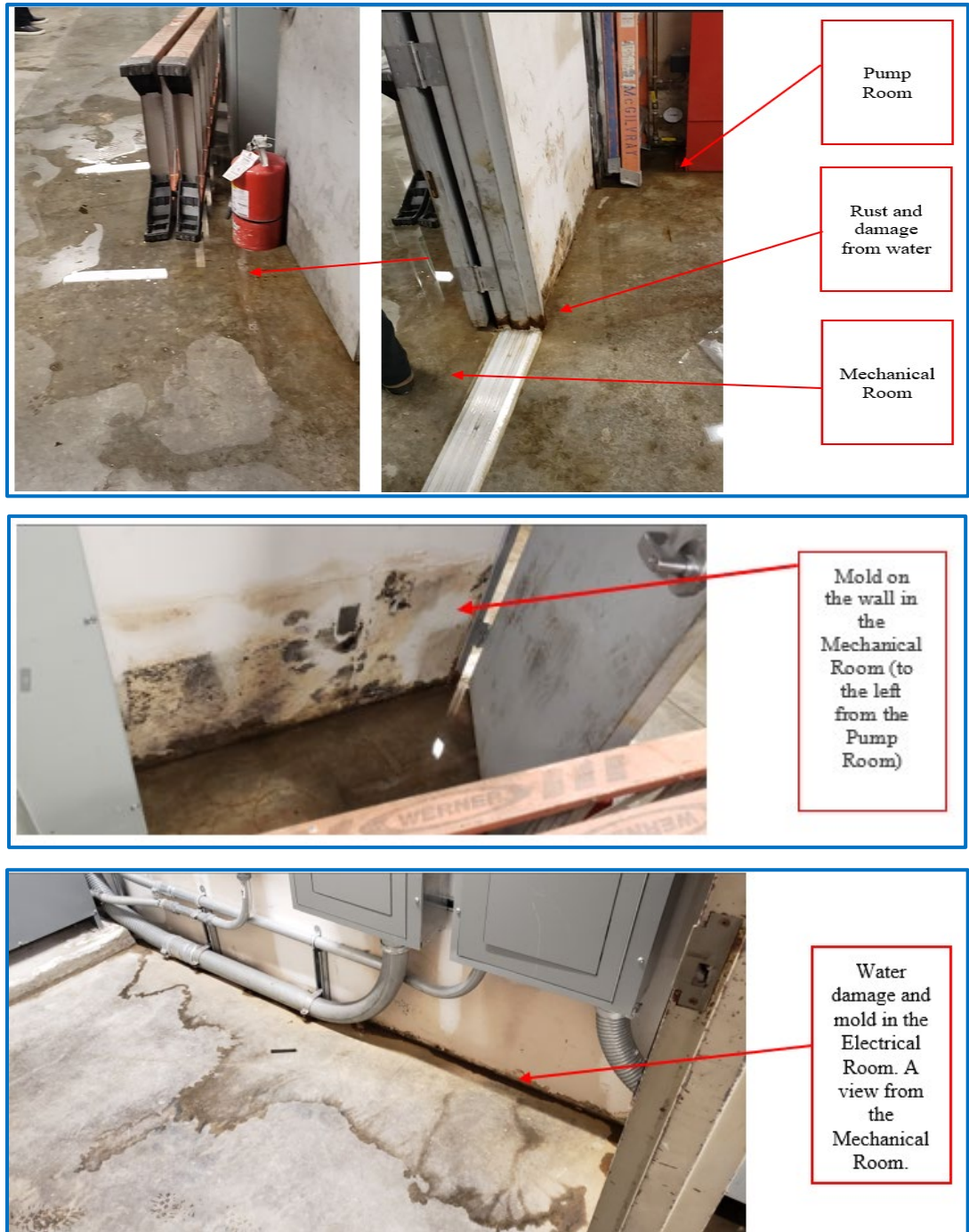
Source: Prepared by the Office of the County Auditor with information provided in the third-party air quality testing reports furnished by Broward County Risk Management staff.

As shown in **Figure 31**, nine (53%) out of 17 and 15 (83%) out of 18 indoor samples collected on two different dates were more than the MEV.

2. Airport Site Visit by Our Office

Considering the urgency of potential issues based on the air quality testing results, our Office contacted BCAD and Risk Management staff and performed a joint on-site visit of the new BSO space and adjacent area including Pump Room and Mechanical Room at T2 of the FLL Airport on November 13, 2023. During the visit, we observed water on the floor in the Mechanical Room and water dripping from the metal sheet / cover in the ceiling right above the fire pump in the Pump Room. Further, we saw signs of water damage and visible mold on the walls in the Mechanical Room and rusting metal by the floor within the Mechanical and Pump Rooms. **Figure 32** shows images that we took during our site visit.

Figure 32
Images of Mechanical and Pump Rooms Adjacent to the New BSO Space
Taken During the Site Visit



Audit of the Agreement Between Broward County and Sheriff of Broward County for Law Enforcement Services at the Fort Lauderdale-Hollywood International Airport



Source: Pictures taken by the Office of the County Auditor on November 13, 2023.

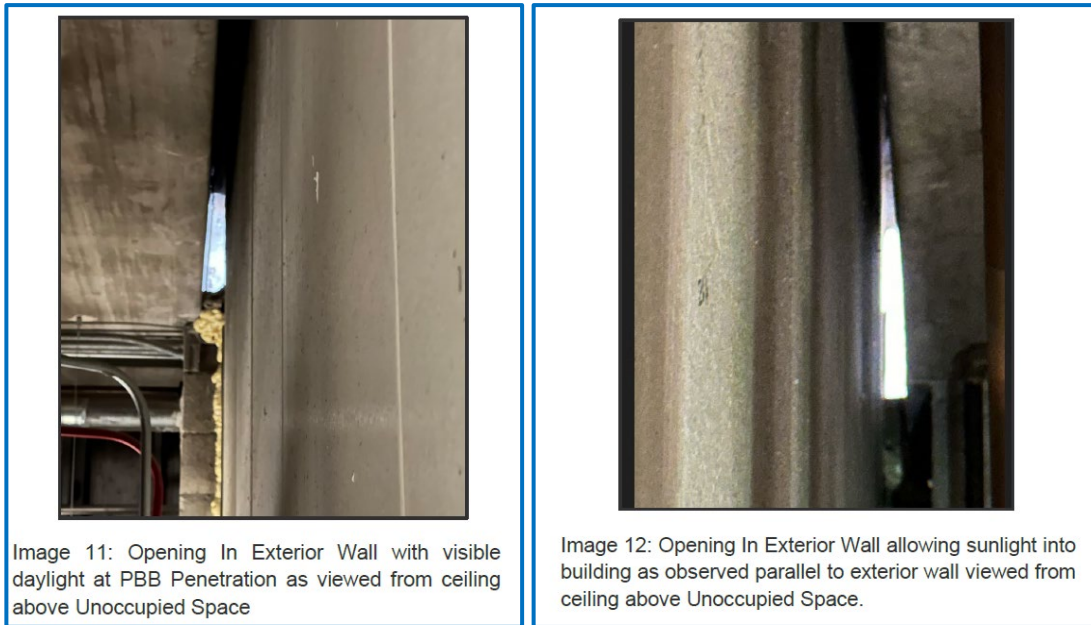
3. Investigation of Moisture Intrusion Issues by the Airport Consultant

Based on the October testing results, BCAD engaged the airport design team consultant (airport consultant) to investigate the cause of the moisture intrusion issues in the new BSO space and to identify appropriate ways to mitigate the moisture damage and remediate the cause of the moisture intrusion to prevent further damage. On December 6, 2023, the airport consultant issued an Indoor Air Quality Initial Report (December 6th Report) for the unoccupied space at T2 (including the new BSO space and a small adjacent area).

The Airport consultant's observations and information collected during their on-site visit identified some potential causes, among which were related to Variable Air Volume (VAV) boxes and two openings in the exterior wall at the connection to the Pedestrian Boarding Bridge (PBB) structure. **Figure 33** shows the images from the Report illustrating these two openings.

Figure 33

Images from the Report of Two Openings in Exterior Wall at PBB



Source: Indoor Air Quality Initial Report issued by airport consultant dated December 6, 2023

The December 6th Report recommends that all openings in the exterior wall at the PBB be closed as soon as possible. On December 5, 2023, a closed-cell foam spray insulation was installed to seal the openings.

As noted in the December 6th Report and as communicated by BCAD staff, the final report and conclusions are pending final analysis of data and further investigation, following these remediation efforts.

4. Further Air Quality Tests of Terminal 2 by a Third-Party Vendor

In response to our Office's request, BCAD engaged a third-party vendor (vendor) to conduct further air quality testing of T2 area, including the new BSO space. The resultant Mold & Moisture Survey with air sampling was performed by the vendor on November 30, 2023 and the report was issued on December 12, 2023 (December 12th Survey Report). As noted within the December 12th Survey Report, the vendor performed visual observations, recorded real-time temperature and relative humidity readings with a FLUKE 971 Temperature Humidity Meter, and measured fungal spore counts in the air using a spore trap.

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During the visual assessment, suspected water damage was observed in the Fire Pump Room and Mechanical Room with Air Handling Unit. **Figure 34** shows the images from the December 12th Survey Report showing water damage the Fire Pump Room and Mechanical Rooms.

Figure 34
Images from the December 12th Survey Report
Showing Water Damage in the Fire Pump Room and Mechanical Room



*Source: Mold & Moisture Survey issued by a third-party vendor on December 12, 2023
(samples collected on November 30, 2023).*

Also, in the December 12th Survey Report, the vendor concluded that the temperature and humidity were generally within the American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) standards.

In relation to the airborne mold spore sampling, based on the guidance summarized by the American Conference of Governmental Industrial Hygienists (ACGIH), the vendor mentioned in the December 12th Survey Report the following expectations:

“In buildings with Heating Ventilation and Air Conditioning systems, it is expected that the indoor concentration of fungi will be lower than the outdoor concentration due to filtration of some of the mold spores.”

As a result of measuring fungal spore counts using collected outdoor and indoor samples, the indoor amplification of certain airborne fungal spores was detected. According to the December 12th Survey Report, it is likely that hidden mold growth is present. Specifically, when we compared the total spore counts for the indoor samples to the averages of the totals for the outdoor samples (Maximum Expected Value or MEV), the elevated levels (more than MEV) of indoor airborne mold spores were identified in some samples collected in the new BSO space.

The vendor recommended that the locations of this mold growth should be investigated, and the mold growth should be removed by a Florida Licensed Mold Remediation contractor.

5. Evaluation of Air Quality Testing Results by an Independent Consultant Engaged by Our Office

Our Office engaged an Independent Consultant for review and evaluation of air quality testing results for the samples collected on October 23, October 26, and November 30, 2023 (discussed previously in sections 1, 3 and 4). The Independent Consultant noted that moisture intrusion and elevated related humidity levels appear to provide the conditions conducive for mold growth to occur, and specifically noted that the laboratory results for these samples:

“. . . are shown to have a HIGHER amount of total count aggregated results than that of their outdoor counterpart, and the individual indoor reported “Aspergillus/Penicillium-Like” Genera are in amounts greater than that of their outdoor counterparts. These results indicate a high probability of elevated aerosolization (fungal amplification). There are samples that were collected considered to be in a state of ELEVATED fungal ecology . . . professional remediation efforts are recommended to return the subject areas back to a state of normal fungal ecology.”

Further, the Independent Consultant stated that:

“The WHO has suggested a limit of results at 1000/m³ (50/m³ for a single mold species) should be investigated for the source and considered elevated.”

We noted that some of the indoor samples from the more recent testing on November 30, 2023, from the December 12th Survey Report, were above the suggested limit ranging from 2,060 to 5,540 total spore count/m³.

Air quality issues identified in unoccupied space at T2 area of the FLL Airport need to be immediately remediated by qualified professionals to ensure safe and healthy building performance conditions are met. Once the air quality issues are remediated, the space needs to be timely utilized for intended purpose to ensure efficient and effective use of County resources.

We recommend management:

- A. Immediately remediate water intrusion and mold issues which contribute to air quality issues identified in the associated areas at Terminal 2, including performance of a post remediation inspection to verify the effectiveness of the remediation effort.
- B. Ensure all renovated spaces are properly inspected and any potential issues are addressed before the close of warranty periods.
- C. Continue its effort to work with BSO to promptly relocate BSO to the unoccupied new space after completion of remediation and the space is properly inspected.

16. BSO Should Invoice for Fire Rescue Services Provided at the FLL Airport Based on Actuals with Proper Supporting Documentation and BCAD Should Improve Invoice Review Process for Timely Payments.

Based on our review of the BSO records, as of January 31, 2024, the outstanding balance due to BSO for BSO Fire Rescue agreement for prior years, including FY 2018 - FY 2024, was approximately \$11.4 million as shown in **Figure 35**. This amount includes fully unpaid and partially paid invoices for payroll and operating expenses.

Figure 35

**FY 2018 - FY 2024 Outstanding Balances Due to BSO
for BSO Fire Rescue Agreement as of January 31, 2024, by Fiscal Year**

Fiscal Year	Balance
2018	\$ 46,896
2019	629,884
2022	2,288,740
2023	1,014,591
2024	7,399,485
Total	\$ 11,379,596

Source: Prepared by the Office of the County Auditor with information provided by BSO.

Based on our discussions with BCAD staff and review of sampled BSO's invoices, we identified that the delay in processing of invoice balances outstanding from prior years is due to issues with supporting documentation received from BSO, which requires additional follow-ups and verifications. Such issues include:

- Payroll cost discrepancies for employees who are permanently assigned to the FLL Airport but did not provide services for the FLL Airport (when the employee was temporarily absent).
- Omission of payroll costs for "floaters" (employees who provide a temporary coverage for the permanently assigned employees who were temporarily absent).
- Inclusion of operating costs not attributable to the FLL Airport or incomplete documentation for charges attributable to the FLL Airport.

Based on our discussions with BSO staff, the primary causes are due to:

- The limitation of the BSO's payroll system, which is used to determine the cost of invoiced services, and
- Delays of the updates with the BSO's payroll system for the permanent employee assignments and re-assignments from/to BSO districts.

Based on our follow-up discussion with BSO staff, beginning with the July - September 2022 invoices, BSO started making manual adjustments and providing additional documentation to BCAD as an attempt to mitigate the payroll system limitations and delays of the updates in the

BSO's payroll system. Additionally, BCAD communicated that after discussions with BSO for FY 2023, BCAD agreed to streamline the payment process and based on historic trend to pay 90% of the fire rescue and fire watch invoices, holding back 10% until the detailed review is completed. However, BCAD communicated that beginning in FY 2024, BSO started invoicing the FLL Airport in equal monthly installments based on budget for the year, not actual costs as BSO did in the past.

The FLL Airport is required to pay BSO services based on actual due to the Federal Aviation Administration (FAA) requirements. Specifically, as discussed in the Background of this report, there was a review of airport operations performed by the FAA in 2008, which states that:

"The new contract [with BSO] should provide for the Airport to pay actual costs that are supported with an itemized invoice. The Airport should have the right to refuse costs for cause, the Airport and its designated reviewer should have the right to audit the costs, all overtime should be preapproved. The Policy does not permit the use of airport revenue for costs (1) based on budget, (2) that are not subject to refusal for cause, or are not subject to audit, (3) that are not itemized. The Policy states that budget estimates are not a sufficient basis for reimbursement of government entities. Budgets are just that -- estimates of projected expenditures, not records of actual expenditures. Therefore budget estimates are not documentary evidence."

Further, the FAA Policy and Procedures Concerning the Use of Airport Revenue, Vol. 64, No. 30 of the Federal Register dated February 16, 1999 states that:

"The Final Policy requires that reimbursements for capital and operating costs of the airport made by a government entity, both direct and indirect, be supported by adequate documentary evidence. Adequate documentation consists of underlying accounting records and corroborating evidence, such as invoices, vouchers and cost allocation plans, to support all payments of airport revenues to other government entities. If this underlying accounting data is not available, the Final Policy allows reimbursement to a government entity based on audited financial statements, if such statements clearly identify the expenses as having been incurred for airport purposes consistent with the Final Policy statement. In addition, the Final Policy provides that budget estimates are not a sufficient basis for reimbursement of government entities. Budget estimates are just that— estimates of projected expenditures, not records of actual expenditures. Therefore, budget estimates cannot be relied on as documentary evidence to show

*that the funds claimed for reimbursement were actually expended for the benefit
of the airport.”*

Broward County Administrative Policies and Procedures (CAPP), Volume 1, Chapter 1, Accounts Payable, Sections 1.7.7 state that payments for all purchases must be made in a timely manner in compliance with the Florida State Statutes 218.70-218.80. However, Section 2.1.1 states that the vendor invoice needs to meet the requirements of a proper invoice and, if an invoice does not meet such requirements, it must be returned to the vendor, along with the notification of the corrective action required, within 10 days of its receipt.

Accumulation of a significant outstanding balance due to BSO for BSO Fire Rescue services for prior periods may result in claims against the County. Payments based on budget would result in noncompliance with the FAA Policy.

We recommend management:

- A.** Continue working with BSO to establish mutually agreed upon criteria for BSO invoice and supporting documentation to comply with the Federal Aviation Administration Policy and Procedures and the proper invoice requirements outlined in the CAPP.
- B.** Continue ensuring that payments for proper BSO invoices comply with the requirements of the Federal Aviation Administration Policy and Procedures and County’s prompt payment policy or, if invoices do not meet the proper invoice requirements, they are returned to BSO along with the notification of the required corrective action within 10 days as required in the CAPP.

APPENDIX A - MANAGEMENT'S RESPONSE



Michael W. Ruiz, Assistant County Administrator
115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7333 • FAX 954-357-7360

MEMORANDUM

DATE: April 2, 2024

TO: Robert Melton, County Auditor

FROM: Michael W. Ruiz, Assistant County Administrator *MWR*

RE: Management Response to the Report on the Audit of the Agreement Between Broward County and Sheriff of Broward County for Law Enforcement Services at the Fort Lauderdale-Hollywood International Airport

The Broward County Aviation Department (BCAD) has reviewed the Office of the County Auditor's Audit of the Agreement Between Broward County and Sheriff of Broward County (BSO) for Law Enforcement Services at the Fort Lauderdale-Hollywood International Airport (FLL) and submits the following as Management's response.

In summary, Management concurs with the Auditor's overall conclusion that payments made to BSO for law enforcement services at FLL Airport were reasonable and appropriate and that BSO complies with the terms of the law enforcement agreement, except where otherwise noted. Management also concurs with the Auditor that BCAD should conduct an analysis of alternative law enforcement options, in order to better understand its long-term options.

Detailed responses to the Opportunities for Improvement and the Recommendations noted in the Auditor's report begin on page two.

Recommendation 1: The Cost of the Law Enforcement Services for the FLL Airport Appears to be Higher When Compared to Other Surveyed Airports.

- A. Perform an in-depth analysis of quantitative and qualitative operational factors to evaluate the feasibility of creating own police force.***

Management's Response: *Management agrees.*

The Broward County Aviation Department (BCAD) will evaluate the feasibility of creating its own police force. BCAD will consider alternative options taking into account a totality of factors.

- B. Renegotiate a new agreement with BSO, considering our recommendations in Opportunities for Improvement Nos. 2 – 14.***

Management's Response: *Management agrees.*

To the extent that Recommendation 1.A. does not yield a favorable option for the airport to create its own police force, then BCAD desires to negotiate a new agreement with the Broward Sheriff's Office (BSO), addressing all factors of police force, including operational and financial considerations.

Recommendation 2: Expenditures Invoiced by and Paid to BSO Based on Estimated Budget Amount Allocations Should be Reconciled to Actual Costs Incurred by BSO.

- A. Work with BSO to develop a mutually agreed upon methodology, documentation requirements, and timeline to perform a year-end reconciliation process for expenses invoiced based on budget and estimate allocations to actual expenses incurred.***

Management's Response: *Management agrees.*

BCAD has long requested a breakdown of actual expenses of budget line items that pertain to overall allocations. BSO has been unable to provide the actual breakdown of costs attributed to the airport district. Any agreed upon methodology should be compliant with federal law requirements for the airport.

- B. Require BSO to refund to the FLL Airport any excess charges if the amounts paid by the FLL Airport are above actual costs identified through the year-end reconciliation process.***

Management's Response: *Management agrees.*

BSO should pay BCAD any excess amounts paid.

Recommendation 3: Retirement and Non-Retirement Cash-Out Payments, Other Post-Employment Benefits, and Longevity Supplement Payments to BSO Employees Should be Appropriately Allocated to Match the Employees' Time Worked at the FLL Airport.

- A. Work with BSO to develop a methodology for retirement and non-retirement benefit cash-out, OPEB, and longevity payments, which proportionately allocates these costs based on the employees' actual amount of time spent in service at the FLL Airport.***

Management's Response: *Management agrees.*

In the past, BCAD has requested BSO to allocate retirement allotments based on actual time worked at District 3. BCAD intends to advance this issue with BSO leadership.

- B. Perform adequate review of retirement and non-retirement benefit cash-out payments, OPEB, and longevity payments, to ensure such payments are based on the employees' actual amount of time spent in service at the FLL Airport and supported by sufficient documentation.***

Management's Response: *Management agrees.*

This effort should be memorialized as part of a new contract for law enforcement services, if applicable.

Recommendation 4: Internal Control Over Vehicle Fueling Process Should be Enhanced to Ensure Fuel Costs are Paid for Legitimate Purposes and Supported by Accurate and Complete Documentation.

- A. Work with BSO to strengthen their internal controls by implementing physical controls for vehicles used at the FLL Airport to ensure only BSO vehicles are being fueled and expenses for fuel charged to BCAD are appropriate and applicable to the FLL Airport operations assigned staff.***

Management's Response: *Management agrees.*

If applicable, a new agreement for law enforcement services would contain contractual requirements for BSO to provide adequate documentation to BCAD for fuel and other expenses.

- B. Ensure that BSO submits complete and accurate documentation to support amounts invoiced for fuel costs and retains supporting documentation for data overrides and investigation of abnormal data instances.***

Management's Response: *Management agrees.*

If applicable, a new agreement for law enforcement services would contain contractual requirements for BSO to provide adequate documentation to BCAD for fuel and other expenses.

Recommendation 5: Number of Vehicles Assigned to and Associated Costs Paid by the FLL Airport Should be Evaluated to Meet the Airport Needs.

- A. Evaluate the total number of vehicles required to provide law enforcement services effectively and efficiently at the FLL Airport.**

Management's Response: Management agrees.

BCAD will evaluate the matter, remaining mindful of existing collective bargaining agreements for law enforcement personnel.

- B. Work with BSO to evaluate the feasibility of providing the vehicle supplement to BSO employees in lieu of take-home vehicles. Both quantitative and qualitative operational factors should be considered.**

Management's Response: Management agrees.

BCAD will evaluate the matter, remaining mindful of existing collective bargaining agreements for law enforcement personnel.

Recommendation 6: Response Times for Calls for Service Should be Calculated Using an Enhanced Methodology and Accurate Data to Better Represent Performance and Efficiency of BSO Services at the FLL Airport.

- A & C & D. Require BSO to report both deputy and overall response times for the top five call for service types using the 95th percentile as identified above to better represent performance and efficiency of BSO services at the FLL Airport.**

Management's Response: Management agrees.

BCAD will evaluate to ensure a proper review to validate the County Auditor recommendation.

- B. Ensure that the call data used by the BSO to calculate the response times is accurate and complete.**

Management's Response: Management agrees.

BCAD will evaluate to ensure a proper review to validate the County Auditor recommendation.

Recommendation 7: Minimum Staffing Requirement Should be Met for the Airport Safety Officer Positions.

- A. We recommend management review the service hours and staffing of the ASO positions to ensure the staffing requirements established by BCAD are met.***

Management's Response: *Management agrees.*

At the time of this response, BSO has twenty (20) full time Airport Safety Officers employed at FLL. The actual full-time authorized positions are twenty-two (22). BSO is in the process of recruiting the remaining two vacant positions and BCAD is evaluating a request from BSO to increase the number of Airport Safety Officer positions.

Recommendation 8: BSO Should Comply with the Contract Requirements Related to Confiscations at the FLL Airport.

- A.1 Require BSO to submit adequate reports regarding BSO confiscations at the FLL Airport as required in the Agreement.***

Management's Response: *Management agrees.*

In October 2023, BCAD began requiring confiscation reports to be submitted on a quarterly basis.

- A.2&B Review the reports of BSO confiscations at the FLL Airport to ensure that the funds from confiscations are reported and deposited in the Law Enforcement Trust Fund, the FLL Airport's share is adequately allocated and earmarked for the FLL Airport when deposited and used by the Sheriff at the FLL Airport as required in the Agreement.***

Management's Response: *Management agrees.*

BCAD began requiring reports in October 2023. BCAD will review the reports to ensure that FLL Airport's share is allocated properly to FLL.

Recommendation 9: BCAD Should Continue to Monitor the Effectiveness of Staffing the Positions at Passenger Security-Screening Checkpoints and Federal Inspection Services Facility with Overtime Instead of Using Full-Time Deputy Sheriffs.

We recommend management continue to monitor whether it is more effective to staff the checkpoints and FIS Facility with overtime instead of using full-time Deputy Sheriffs.

Management's Response: *Management agrees.*

BCAD monitors all these activities on an ongoing basis to ensure the best value is paid for services rendered.

Recommendation 10: BSO Should Provide Adequate Documentation and Justifications to Support Their Annual Budget and Submit it Timely as Required by the Agreement.

- A. *Work with BSO to ensure the budget submitted by BSO is supported by the adequate documentation and justifications as defined in the Agreement.***

Management's Response: *Management agrees.*

BCAD has repeatedly requested that BSO provide documentation related to each line item in its annual budget submission and will continue to do so.

- B. *Require BSO to submit its projected budget for the FLL Airport for the forthcoming annual period no later than March 31 of each year as required in the Agreement.***

Management's Response: *Management agrees.*

BCAD agrees with the recommendation and will request BSO comply with the Agreement.

Recommendation 11: Idle Time of the BSO Vehicles Used for Road Patrol at the FLL Airport Should be Reviewed to Improve Fuel Efficiency.

We recommend management work with BSO to review and identify ways to minimize idle time of the vehicles to improve fuel efficiency.

Management's Response: *Management agrees.*

BCAD understands the need to improve fuel efficiency and will work with BSO on non-emergency engine idle reduction.

Recommendation 12: The Agreement Should be Amended to Align its Terms with Current Practices and Include Requirements for Various Areas. *We recommend management:*

- A. *Update the Agreement to align it with current practices.***

Management's Response: *Management agrees.*

To the extent that Recommendation 1.A. does not yield a favorable option for the airport to create its own police force, then BCAD desires to negotiate a new agreement with BSO, addressing all factors of police force, including operational and financial considerations.

- B. *Expand the language of the Agreement to include requirements for:***

- 1. Training and documentation retention.***
- 2. Year-end reconciliation process for expenses paid during a year based on budget / estimate allocations.***
- 3. Recording, tracking, and reporting of equipment purchased by BSO and reimbursed from the Agreement.***

- 4. *Appropriate allocation and payment for cash-out, OPEB, and longevity payments to BSO employees when their time of service is split amongst the FLL Airport and other BSO contracted districts.***
- 5. *Performance measures and reporting for response times, using the 95th percentile calculation methodology and overall response time presentation.***
- 6. *Required reports to be submitted by BSO and reporting frequencies.***
- 7. *County's standard audit rights and retention of records clause.***

Management's Response: *Management agrees.*

To the extent that Recommendation 1.A. does not yield a favorable option for the airport to create its own police force, then BCAD desires to negotiate a new agreement with BSO, addressing all factors of police force, including operational and financial considerations.

Recommendation 13: BCAD Management Should Perform Adequate Oversight to Ensure Contract Compliance and Strengthen Controls.

- A. *Require that BCAD staff obtains and reviews the OMB's calculations and the underlying documentation to ensure that the dispatch service charges are properly allocated to the FLL Airport by OMB as part of the County-wide allocation process.***

Management's Response: *Management agrees.*

BCAD will work with OMB to validate the calculations are properly allocated to FLL as part of the County-wide allocation process and compliant with all applicable federal regulations.

- B. *Work with the BSO FLL Airport Captain to establish what training is required for persons providing law enforcement services at the FLL Airport, and the frequency of "refresher" courses for such training. BCAD staff should periodically request and evaluate against the training requirements and retain BSO training records for compliance with federal training related regulations.***

Management's Response: *Management agrees.*

Additionally, as part of the FY2019 budgetary process, BCAD approved an additional BSO Sergeant position to ensure that all federal training requirements are met.

- C. *Ensure that BCAD staff reviews actual invoiced expenses against the respective budget by budget line / expense type as part of the monthly invoice review and approval process to prevent payments for unapproved costs.***

Management's Response: *Management agrees.*

Currently, BCAD reviews invoices based on actual costs related to law enforcement operations for the period. BCAD routinely withholds the applicable funds and requires additional documentation prior to release of all funds.

- D. Ensure that BSO performs a year-end reconciliation for expenses invoiced during a year based on budget and estimate allocations to actuals according to the mutually agreed upon methodology, required documentation, and timeline, as noted in the Opportunity for Improvement No. 2.***

Management's Response: *Management agrees.*

BCAD has long requested a breakdown of actual expenses of budget line items that pertain to overall allocations. BSO has been unable to provide the actual breakdown of costs attributed to the airport district. Any agreed upon methodology should be compliant with federal law requirements for the airport.

- E. Ensure that BCAD staff performs adequate monthly review of retirement and non- retirement benefit cash-out payments, OPEB, and longevity payments, to ensure such payments are based on the employees' actual amount of time spent in service at the FLL Airport and are supported by sufficient documentation, as noted in the Opportunity for Improvement No. 3.***

Management's Response: *Management agrees.*

In the past, BCAD has requested BSO to allocate retirement allotments based on actual time worked at District 3. BCAD will again raise this issue with BSO leadership.

- F. Ensure that BCAD staff performs an adequate review of documentation submitted by BSO to support invoiced fuel expenses, as noted in the Opportunity for Improvement No. 4.***

Management's Response: *Management agrees.*

A new agreement for law enforcement services would provide BCAD with the contractual requirements for BSO to provide adequate documentation to BCAD for fuel and other expenses.

Recommendation 14: BCAD Should Consider Some Best Practices Implemented by Other Airports for Law Enforcement Services.

- A. Evaluate the feasibility of establishing a pay cap for hourly rates by rank based on BSO- wide average rates.***

Management's Response: *Management agrees.*

To the extent that Recommendation 1.A. does not yield a favorable option for the airport to create its own police force, then BCAD desires to negotiate a new agreement with BSO, addressing all factors of police force, including operational and financial considerations.

B & C. Consider implementing best practices related to the year-end reconciliation process and cash-out payments, as noted in our recommendations in Opportunities for Improvement Nos. 2 and 3.

Management's Response: *Management agrees.*

BCAD has long requested a breakdown of actual expenses of budget line items that pertain to overall allocations. BSO has been unable to provide the actual breakdown of costs attributed to the airport district. Any agreed upon methodology should be compliant with federal law requirements for the airport.

Recommendation 15: BCAD Should Immediately Remediate Air Quality Issues in Unoccupied Space in Terminal 2 of the FLL Airport to Ensure it can be Timely Utilized for Intended Purpose.

A. Immediately remediate water intrusion and mold which contribute to air quality issues identified in the associated areas at Terminal 2, including performance of a post remediation inspection to verify the effectiveness of the remediation effort.

Management's Response: *Management agrees.*

Immediate investigations were undertaken by BCAD and Risk Management and remain in progress. Although several identified conditions have been addressed, until a confirmed origin of cause is determined, further remediation will not guarantee the desired results and could possibly cause BCAD to incur duplication of efforts and costs. Undertaking remediation efforts now could potentially disrupt the investigation to find the source of water intrusion. BCAD agrees with the recommendations. However, completion of the full task requires investigations be completed first, followed by remediation and restoration efforts. Work towards that goal involves multiple parties, but is progressing.

B. Ensure all renovated spaces are properly inspected and any potential issues are addressed before the close of warranty periods.

Management's Response: *Management agrees.*

BCAD agrees and inspection/investigation efforts have been ongoing. To the extent warranties are still available, BCAD will pursue that recourse with the appropriate party(ies).

C. Continue its effort to work with BSO to promptly relocate BSO to the unoccupied new space after completion of remediation and the space is properly inspected.

Management's Response: *Management agrees.*

BCAD desires to have the relocation take place as soon as the current investigation is completed, and the appropriate remediation/restoration/testing efforts have concluded.

Recommendation 16: BSO Should Invoice for Fire Rescue Services Provided at the FLL Airport Based on Actuals with Proper Supporting Documentation and BCAD Should Improve Invoice Review Process for Timely Payments.

- A. Continue working with BSO to establish mutually agreed upon criteria for BSO invoice and supporting documentation to comply with the Federal Aviation Administration Policy and Procedures and the proper invoice requirements outlined in the CAPP.**

Management's Response: Management agrees.

BCAD has been requiring BSO to invoice based on actual services rendered since 2008, and BSO has complied with the requirement. However, as a result of BCAD's comprehensive reviews of invoices and noting inadequate supporting documentation, outstanding balances have accrued over time. BCAD rectified this by paying a high percentage of the invoice amount and releasing the balance upon confirmation of actual services rendered. However, on October 1, 2023, BSO ceased providing invoices to BCAD for actual services rendered, citing FL Statute (Title V 30.50) that requires Counties to pay the Sheriff 1/12 of the budget amount for the Fiscal Year.

- B. Continue ensuring that payments for proper BSO invoices comply with the requirements of the Federal Aviation Administration Policy and Procedures and County's prompt payment policy or, if invoices do not meet the proper invoice requirements, they are returned to BSO along with the notification of the required corrective action within 10 days as required in the CAPP.**

Management's Response: Management agrees.

BCAD has adhered to this practice. However, BSO has significantly lagged with providing timely and adequate documentation.

cc: Monica Cepero, County Administrator
Kimm Campbell, Deputy County Administrator
Kevin Kelleher, Assistant County Administrator
Mark E. Gale, CEO/Director of Aviation
Andrew J. Meyers, County Attorney
Kathie-Ann Ulett, Deputy County Auditor