DEPARTMENT OF FINANCE - AUDITOR-CONTROLLER DIVISION – INTERNAL AUDIT UNIT

### **INTERNAL AUDIT REPORT**

STORER TRANSIT SYSTEMS
SOUTH COUNTY TRANSIT AGREEMENT
FOR THE YEAR ENDED JUNE 30, 2022

**DEPARTMENT OF TRANSPORTATION** 



Audit Committee Submittal Date: 01/16/2024

### **SUMMARY**

### **Background**

Storer Transit Systems (STS) provides south county transit services to the public such as Dial-A-Ride, Highway 99 Express, Delta Route, and Galt to Sacramento Commuter Express (GSCE). The South County Transit Agreement (Agreement) was made between Sacramento County Department of Transportation and STS for STS to operate the services mentioned above. As part of the Agreement, STS is subject to an audit of its financial and program records for its compliance with contractual requirements.

### **Audit Objective**

Agreed-upon procedures were performed to verify that claims for reimbursement were accurate and supported by appropriate documentation and to confirm STS met the compliance requirements of the Agreement for the period July 1, 2021 through June 30, 2022.

### Summary

Based on our procedures, we noted issues regarding internal controls, accuracy of monthly claims, training requirement, early bus departure, reporting of customer complaints, and transit service information distribution.

### **Department of Finance**

Chad Rinde Director



### **County of Sacramento**

Auditor-Controller
Consolidated Utilities Billing &
Service
Investments
Revenue Recovery
Tax Collection & Licensing
Treasury

November 17, 2023

Mr. Ron E. Vicari, Director Department of Transportation County of Sacramento 4111 Branch Center Road Sacramento. California 95827

> INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES FOR STORER TRANSIT SYSTEMS SOUTH COUNTY TRANSIT AGREEMENT FOR THE YEAR ENDED JUNE 30, 2022

We have performed the procedures, enumerated below, which were requested and agreed to by the Sacramento County Department of Transportation (DOT) regarding the South County Transit Agreement (Agreement) between DOT and Storer Transit Systems (STS) for the period July 1, 2021 through June 30, 2022. This engagement was solely to assist DOT in reviewing STS' financial schedules and compliance with the Agreement.

DOT's management is responsible for monitoring STS' compliance of the Agreement requirements. The sufficiency of the procedures is solely the responsibility of DOT's management. Consequently, we make no representation regarding the sufficiency of the procedures described below and on page 2 of this report either for the purpose for which this report has been requested or for any other purpose. This report is applicable solely to the Agreement referred above and is not intended to pertain to any other agreements of DOT or STS.

The procedures that we performed and the results were as follows:

1. We verified STS' compliance with the Agreement between DOT and STS regarding the maintenance of insurance coverage, driver training program, and documentation supporting the training hours completed by the bus drivers. We observed passenger ridership, driver safety shields, and timeliness of bus schedules. We verified vehicle existence and appearance by tracing bus and VIN numbers on the inventory list to the actual bus. We reviewed passenger complaints and verified printed schedules and transit information distribution.

- Result: We noted STS' non-compliance with the Agreement related to training, transit service information distribution, timing of bus departure, and reporting of customer complaints. See Finding #3 through #5 at ATT 4 Current Findings and Recommendations.
- We identified and tested STS' key controls over the accounting systems to ensure accurate and reliable accounting information of cash receipts, expenses, and vehicle service hours. We also identified and tested key controls over vehicle maintenance and safety.
  - Result: We noted STS did not comply with its procedures related to vehicle maintenance. We also noted lack of or insufficient written internal control policies and procedures over monthly invoice claiming and compliance with the Agreement related to vehicle maintenance, training, transit service information distribution, timing of bus departure, and reporting of customer complaints. See Finding #1 at ATT 4 Current Findings and Recommendations.
- 3. We haphazardly selected samples within the months of August 2021, December 2021, and May 2022, and tested reported revenues, expenses, vehicle service hours, and mileage to determine compliance with the applicable controls and the Agreement. Our procedures included comparing amounts reported on STS invoices to drivers' route summary sheets and daily personnel dispatched logs. We also compared the number of passengers reported to drivers' route summaries and compared vehicle service hours reported and miles driven to drivers' route survey sheets and daily personnel dispatched reports.
  - Result: We did not note any exceptions from our procedures except for inaccurate claiming of vehicle service hours, Galt Sacramento Commuter Express mileage, and South County Transit Link facility costs. See Finding #2 at ATT 4 Current Findings and Recommendations. Also, see ATT 1 Schedule of Fare Revenue Reported and Tested, ATT 2 Schedule of Expenses Claimed/Paid and Recalculated, and ATT 3 Summary of Amount Owed by STS to County.
- 4. We verified the corrective actions taken as a result of the prior engagement dated March 8, 2022, for the period July 1, 2020 through June 30, 2021.
  - Result: We noted a repeat finding related to transit service information distribution. See Finding #5 at ATT 4 Current Findings and Recommendations and ATT 5 Current Status of Prior Year Recommendation.

Ron E. Vicari, Director November 17, 2023

This agreed-upon procedures engagement was conducted in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America. We were not engaged to, and did not perform an audit or examination, or review, the objectives of which would be the expression of an opinion or conclusion, respectively, on STS' financial statements or schedules, internal controls, or compliance with the Agreement. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. This report relates only to the Agreement and does not extend to any other program administered by DOT.

DOT's management responses to the findings identified during our engagement are described at ATT 4 – *Current Findings and Recommendations*. We did not perform procedures to validate DOT's management responses to the findings and, accordingly, we do not express opinions on the responses to the findings.

This report is intended solely for the use of the Sacramento County Board of Supervisors, Sacramento County Audit Committee, Sacramento County Executive, and DOT's management. It is not intended to be and should not be used by anyone other than those specified parties. However, this report is a matter of public record and its distribution is not limited.

Sincerely,

CHAD RINDE
DIRECTOR OF FINANCE

By: Tae-Young Kang, CPA

**Audit Manager** 

### **Attachments**

ATT 1 – Schedule of Fare Revenue Reported and Tested

ATT 2 – Schedule of Expenses Claimed/Paid and Recalculated

ATT 3 – Summary of Amount Owed by STS to County

ATT 4 - Current Findings and Recommendations

ATT 5 – Current Status of Prior Year Recommendation

# County of Sacramento Department of Transportation South County Transit Agreement Storer Transit Systems For the Period July 1, 2021 through June 30, 2022 Schedule of Fare Revenue Reported and Tested

Fare Revenue<sup>1</sup>

Month	Revenue Reported by STS	Revenue Tested <sup>2</sup>	Variance
July 2021 August 2021	\$ 6,085.22 6,230.44	6,230.44	0.00
September 2021 October 2021	5,866.12 5,578.96		
November 2021	5,524.74		
December 2021	5,677.72	5,677.72	0.00
January 2022	6,259.62		
February 2022	5,461.01		
March 2022	7,018.22		
April 2022	7,394.18		
May 2022	6,702.12	6,702.12	0.00
June 2022	6,776.82		
Totals	\$ 74,575.17		

<sup>&</sup>lt;sup>1</sup> Revenues consist of Galt-Sacramento-Commuter-Express (GSCE) fares, Dial-A-Ride (DAR) fares, Delta fares, Highway 99 (HWY 99) fares, Connect Card Funds, and Connect Card Expenses.

<sup>&</sup>lt;sup>2</sup> We selected months of August 2021, December 2021, and May 2022 and tested for accuracy of revenue reported.

### County of Sacramento Department of Transportation South County Transit Agreement Storer Transit Systems

For the Period July 1, 2021 through June 30, 2022 Schedule of Expenses Claimed/Paid and Recalculated

	_				Amount
	Expe	Expenses Claimed/Paid			Over/
	Delta, DAR,			Expenses	(Under)
Month	& HWY 99 1	GSCE <sup>2</sup>	Total	Recalculated <sup>3</sup>	Claimed <sup>4</sup>
July 2021	\$ 124,160.93	9,835.18	133,996.11	133,325.84	670.27
August 2021	161,560.10	10,026.15	171,586.25	170,874.56	711.69
September 2021	120,042.24	9,788.90	129,831.14	129,160.87	670.27
October 2021	122,448.84	9,448.19	131,897.03	131,226.76	670.27
November 2021	113,988.75	8,570.55	122,559.30	121,889.03	670.27
December 2021	123,891.73	10,332.14	134,223.87	133,553.60	670.27
January 2022	122,796.60	9,060.32	131,856.92	131,828.35	28.57
February 2022	118,583.70	9,044.16	127,627.86	127,599.29	28.57
March 2022	125,423.85	11,795.32	137,219.17	137,190.60	28.57
April 2022	122,222.27	11,147.77	133,370.04	133,370.04	0.00
May 2022	126,406.21	13,305.43	139,711.64	139,663.01	48.63
June 2022	136,100.32	15,928.07	152,028.39	152,028.39	0.00
Total	\$ 1,517,625.54	128,282.18	1,645,907.72	1,641,710.34	4,197.38

<sup>&</sup>lt;sup>1</sup> DAR acronym stands for Dial-A-Ride and HWY 99 stands for Highway 99.

<sup>&</sup>lt;sup>2</sup> GSCE acronym stands for Galt-Sacramento-Commuter-Express.

<sup>&</sup>lt;sup>3</sup> We tested South County Transit (SCT) facility costs for the entire period under review. All other expenses claimed were tested for the selected months of August 2021, December 2021, and May 2022 only. Expenses recalculated represent amounts excluding any overclaimed amounts identified during our testing.

<sup>&</sup>lt;sup>4</sup> Amounts overclaimed include DAR vehicle service charge, GSCE fuel reimbursement, and SCT Link facility lease costs. See Finding #2 at ATT 4 - *Current Findings and Recommendations*.

## County of Sacramento Department of Transportation South County Transit Agreement Storer Transit Systems For the Period July 1, 2021 through June 30, 2022 Summary of Amount Owed by STS to County

<b>Total Amount Owed to County</b>	\$ 4	4,897.38	
Subtotal	\$	700.00	
Customer Complaint Reporting	-	75.00	3
Early Bus Departure		25.00	3
Driver Training	\$	600.00	2
Liquidated Damages			
Subtotal	\$ 4	4,197.38	1
GSCE Fuel Reimbursement		(0.87)	
Vehicle Service Hour Charge		90.92	
Facility Lease	\$ 4	4,107.33	
Over/(Under) Claimed Costs			

- <sup>1</sup> See ATT 2 Schedule of Expenses Claimed/Paid and Recalculated.
- <sup>2</sup> See Finding #3 at ATT 4 Current Findings and Recommendations.
- <sup>3</sup> See Finding #4 at ATT 4 Current Findings and Recommendations.

### 1. Internal Controls

### Condition:

According to Storer Transit Systems (STS)' vehicle safety and maintenance procedures, oil changes and lubrication should be performed every 5,000 miles, and fuel filter and air cleaner should be changed every 20,000 miles. However, during our review of vehicle maintenance records for 19 buses, we noted that STS did not follow its vehicle maintenance procedures for two (2) of the buses.

STS' staff indicated that although the maintenance records for the two buses did not meet STS' maintenance procedural requirements, they met the vehicle manufacturer's recommended maintenance specifications.

In addition, due to lack of or insufficient internal control policies and procedures, we noted issues related to inaccurate invoice claiming, and non-compliance with the Agreement between the County of Sacramento (County) and STS (Agreement) related to training, transit service information distribution, timing of bus departure, and reporting of customer complaints as described in Findings #2 through #5.

### Criteria:

Per the Agreement, Exhibit A, Section 1-A, "The scope of services to be provided under this Agreement are those services identified in COUNTY's Request for Proposal dated September 13, 2019 (RFP), and CONTRACTOR (STS)' Proposal dated November 5, 2019 and revised on February 7, 2020 (collectively, "Proposal"). Both the RFP and Proposal are hereby incorporated into this Agreement....."

Per the Proposal, Part II, Section 4.1, "CONTRACTOR (STS) shall be responsible for the maintenance of all vehicles, communication systems, and all other equipment, furnishings and accessories required in connection with its operation of the South County Transit System in a clean, safe, sound and operable condition at all times, and fully in accord with any manufacturer recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute."

STS should follow its vehicle maintenance procedures or update its procedures to be in line with manufacturer recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute.

In addition, STS should establish and update its policies and procedures related to invoice claiming, training, transit service information distribution, timing of bus departure, and reporting of customer complaints to ensure that the invoice claims are prepared accurately, and all compliance requirements are met per the Agreement.

### Effect:

STS did not comply with its procedures related to vehicle maintenance or properly update its procedures to be in line with manufacturer recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute.

In addition, due to lack of or insufficient internal control policies and procedures as described at the other Findings of this report, STS submitted inaccurate invoice claims resulting in a total overclaim of \$4,197.38 and was not compliant with the Agreement related to training, transit service information distribution, timing of bus departure, and reporting of customer complaints.

### Recommendation:

We recommend STS follow its vehicle maintenance procedures or update the procedures to be in line with manufacturer recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute.

We also recommend STS establish and update its policies and procedures related to invoice claiming, training, transit service information distribution, and timing of bus departure and customer complaints reporting to ensure that the invoice claims are prepared accurately, and all compliance requirements are met per the Agreement.

Performing a secondary review of invoice claiming and utilizing checklist to meet the compliance requirements can be useful tools to accomplish accurate invoice claiming and meet the compliance requirements.

<u>Department of Transportation (DOT) Management Response:</u>
Staff endorses the recommendation.

### 2. Accuracy of Monthly Claims

### Condition:

During our testing of STS' Vehicle Service Hours (VSH) for all bus services [Dial – A – Ride (DAR), Highway 99 (HWY 99), Delta, and Galt Sacramento Commuter Express (GSCE)], and GSCE mileages for sample months of August 2021, December 2021, and May 2022, we noted three (3) instances of miscalculated VSH and one (1) instance of miscalculated GSCE mileage reported in the monthly claims, which resulted in overclaiming of charges for VSH and underclaiming a charge for mileage reimbursement.

In addition, we reviewed South County Transit (SCT) facility cost claimed for the entire period under review and noted that STS claimed the estimated facility lease costs instead of the actual costs incurred in their monthly claims for the months of July 2021 through March 2022. We noted DOT has been aware of the facility cost issue and working with STS to resolve this issue.

The details of over/(under) claims due to the above-described conditions are as shown below:

		Amount Over/(Under) Claimed and Paid			
	_	DAR			_
		Vehicle	GSCE		
		Service	Fuel	SCT Facility	
Month		Charge	Reimbursement	Costs	Total
July 2021	\$			670.27	670.27
August 2021		42.29	(0.87)	670.27	711.69
September 2021				670.27	670.27
October 2021				670.27	670.27
November 2021				670.27	670.27
December 2021				670.27	670.27
January 2022				28.57	28.57
February 2022				28.57	28.57
March 2022				28.57	28.57
May 2022		48.63			48.63
Total	\$	90.92	(0.87)	4,107.33	4,197.38

### Criteria:

STS should ensure accurate claims are submitted to the County.

### Effect:

STS overclaimed a total of \$4,197.38 as a result of miscalculations of VSH and GSCE mileage during the period under review.

### Recommendation:

We recommend DOT contact STS to develop an arrangement to resolve the overclaiming issues.

Also, see our recommendations at Finding #1.

### **DOT Management Response:**

County staff became aware of the facility cost issue in December 2021 and requested that the amount charged reflect the actual, not the estimated cost, as stated in the contract. This change was then reflected in the January 2022 invoice forward. In August 2023, staff requested that Storer repay the amount overclaimed from the beginning of the contract in June 20202. Storer Transit Systems then repaid \$12,290.14 which includes overclaims for the facility lease from June 2020 to March 2022.

### 3. Training Requirement

### Condition:

During our testing of STS' ten (10) sample drivers' training records, we noted that six (6) of the sampled drivers did not meet the 16-hour yearly minimum training required by the Agreement.

### Criteria:

Per the Proposal, Part II, Section 3.5, "CONTRACTOR (STS) shall be required every year to ensure all operating personnel associated with this contract receive at least the required sixteen (16) hours of special Department of Motor Vehicles training and eight (8) hours of recurrent "transit certificate" training."

Additionally, per the Proposal, Part II, Section 5.2.2, "CONTRACTOR (STS) and COUNTY agree that the following defaults under the contract will damage the reputation of the South County Transit System. Such damage shall reduce the ridership, and, therefore the revenue for such program. Accordingly, it is hereby agreed that the COUNTY shall be entitled to the following liquidated damages as compensation for such damage. Liquidated Damages include: ...... \$100 for each failure to train each driver assigned to this Contract in accordance with CONTRACTOR (STS)'s training program approved by COUNTY. This may be enforced in cases of driver incompetence such as, but not limited to: off route, missed stops, bypasses, poor customer service resulting in complaints, etc."

### Effect:

Lack of driver training can potentially lead to safety issues. Additionally, STS was not compliant with the training requirement per the Agreement and is subject to \$600.00 ( $$100 \times 6$ ) in liquidated damages for not sufficiently training the six (6) out of ten (10) drivers we tested.

### Recommendation:

STS should comply with the Agreement regarding drivers' training requirements and provide drivers adequate training before driving again.

Additionally, we recommend DOT contact STS to develop an arrangement to resolve the issues related to the liquidated damages regarding failure to meet the training requirement as required by the Agreement.

Also, see our recommendations at Finding #1.

### **DOT Management Response:**

In 2019, Storer Transit Systems submitted a Training Plan when the contract was bid that shows 20 hours of recurrent training in addition to 8 hours of DMV certificate training. Staff has asked Storer to confirm that the 2019 Training Plan will be implemented and that all training time will be recorded going forward. It appears that the contractor only recorded DMV certificate training and not other forms of training, although other forms were conducted.

Alternatively, staff asked that an updated training plan showing at least 16 hours of recurrent training, in addition to 8 hours of DMV certification training, be submitted if preferred. Staff will ask Storer to present training records in December 2023 for the period of June to October 2023, a six month period, then again at the end of the contract year.

Staff will request that Storer pay \$700 in liquidated damages: \$600 for lack of compliance with the training requirement (Finding #3) and \$100 for early departure and reporting of customer complaints (Finding #4).

Please note that while the contract requires 16 hours of recurring training, in addition to 8 hours of recurring DMV certificate training, only 8 hours of recurring training is required by the Department of Motor Vehicles.

### 4. Early Bus Departure and Reporting of Customer Complaints

### Condition:

During our review of the customer complaints received and investigated by STS, we noted that there was an instance of a bus leaving at least ten (10) minutes earlier than the scheduled time.

We also noted that one (1) complaint was not reported to the County within two (2) business days as required by the Agreement.

### Criteria:

Per the Proposal, Part II, Section 5.2.2, "CONTRACTOR (STS) and COUNTY agree that the following defaults under the contract will damage the reputation of the South County Transit System. Such damage shall reduce the ridership, and, therefore the revenue for such program. Accordingly, it is hereby agreed that the COUNTY shall be entitled to the following liquidated damages as compensation for such damage. Liquidated Damages include: ...... \$25 for EACH OCCURRENCE of bus departing from any designated time point earlier than its scheduled departure and/or from any time point within its published schedule. The COUNTY allows a one-minute (1) grace period, hence two (2) minutes early departing any timepoint constitutes "running hot". Report action in the monthly report for the same month in which the action

occurred......Failure to investigate, bring to resolution and document (report to COUNTY) any passenger complaint within two (2) business days, \$75 per occurrence."

### Effect:

By not reporting passenger complaints to the County within two (2) business days and leaving the bus stop earlier than the scheduled time, STS was not compliant with the Agreement. Additionally, leaving earlier than the scheduled time can cause customers who rely on STS' services, to not be able to ride the bus.

As a result, STS is subject to a total of \$100 liquidated damages (\$25 for early bus departure and \$75 for untimely reporting of customer complaints).

### Recommendation:

STS should comply with the Agreement regarding timing of bus departure and timely reporting of customer complaints.

We recommend DOT contact STS to develop an arrangement to resolve the issues related to the liquidated damages regarding early bus departure and untimely reporting of customer complaint.

Also, see our recommendations at Finding #1.

### **DOT Management Response**:

Staff will request that Storer pay \$700 in liquidated damages: \$600 for lack of compliance with the training requirement (Finding #3) and \$100 for early departure and reporting of customer complaints (Finding #4).

### 5. Transit Service Information Distribution

### Condition:

According to the Agreement, STS is required to ensure ten (10) locations within the Galt and South County service area have transit service information easily accessible to the public, which includes bus route schedules posted for public viewing and bus route brochures at applicable locations for all four (4) different bus routes: Delta, DAR, HWY 99, and GSCE. We noted that STS performed site visits and refilled brochures on a monthly basis, however, during our site visits, three (3) of the locations (Galt

Public Library, Galt Place Senior Apartments, and New Hope Senior Village) were missing a variety of the route brochures.

This is a repeat finding from the previous review. See ATT 5 – *Current Status of Prior Year Recommendation*.

### Criteria:

Per the Proposal, Part II, Section 3.21, "CONTRACTOR (STS) shall develop at least ten (10) locations within the service area, in addition to revenue vehicle, for distribution of transit services information to ensure that transit passenger information is easily available throughout the Galt and South County service area."

### Effect:

STS did not comply with the Agreement related to transit service information distribution requirement. As a result, customers and potential customers may have not received sufficient information regarding bus routes and schedules to be able to ride the bus.

### Recommendation:

We recommend STS inspect all designated locations as frequently as needed to ensure all required transit service information is made available to the public, as required by the Agreement and to enhance ridership.

Also, see recommendation at Finding #1.

### DOT Management Response:

Based on the recommendation from the previous year, County staff asked Storer to implement a monthly check and refill of transit service brochures at the 10 locations listed in the contract, which was implemented. The logs of brochure checks are submitted monthly.

County staff will ask Storer to augment the brochure checks by adding a second check and brochure refill for the three locations noted in the finding (Galt Public Library, Galt Place Senior Apartments, and New Hope Senior Village), as they appear to be higher need locations.

### From the Prior Report for the Period July 1, 2020 through June 30, 2021, Dated March 8, 2022

### 1. Non-Compliance with Distribution of Transit Service Information

### Prior Recommendation

We recommended STS implement procedures to maintain transit service information at the designated service areas that will ensure bus route information is available for distribution to the public.

### **Current Status**

We noted that STS performed site visits and refilled brochures on a monthly basis, however, during site visits, three (3) of the ten (10) locations were missing a variety of the route brochures. See Finding #5 at ATT 4 – *Current Findings and Recommendations*.