Agenda – Council – September 27, 2012

Report "A" – Executive Policy Committee – July 11, 2012

Item No. 1 Audit of the Professional Services Contract with Winnipeg Airports Authority Inc. administered by the Winnipeg Police Service

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 11, 2012, the Executive Policy Committee, in its capacity as the Audit Committee, concurred in the recommendation of the City Auditor and submits the following to Council:

1. That the Professional Services Contract with the Winnipeg Airports Authority dated May 2012 be received as information.

2. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Agenda – Council – September 27, 2012

Report "A" – Executive Policy Committee – July 11, 2012

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 11, 2012, the Executive Policy Committee, in its capacity as the Audit Committee, concurred in the recommendation of the City Auditor and submitted the matter to Council.

Audit Department Report
Professional Services Contract with the Winnipeg Airports Authority May 2012

The Audit Department conducted an audit of the *Professional Services Contract* for the City to provide specialized policing services to the Winnipeg Airports Authority at the James Armstrong Richardson International Airport as part of the 2011-2014 Audit Plan endorsed by Council. The audit focused on two main objectives:

(1) To assess whether the Winnipeg Police Service is providing services in compliance with the terms of the contract
(2) To assess whether the City is compensated appropriately by the Winnipeg Airports Authority for the services provided

The scope of the audit was for the most recent term of the Contract, which was between July 1, 2008 and June 30, 2011.

What was working well:

1. The Winnipeg Police Service was meeting most of the terms of the Contract and were providing service over and above the terms of the Contract in areas such as crowd control assistance, medical response, and public relations activities. We confirmed that the Winnipeg Airports Authority did not have any complaints with how the Winnipeg Police Service was providing service under the Contract.

Areas for Improvement:

1. There were several areas of the Contract where it was not possible to determine whether the WPS was in compliance with the contract because some key terms in the Contract were not clearly defined, inconsistent or open to interpretation. An example would be the use of "Police" and "Security Personnel" interchangeably when they refer to two different groups. Further, the contract specifies two different geographic areas for the WPS to provide the contracted services. Compliance with one requirement would cause a breach of another requirement thereby rendering the WPS unable to comply with that term of the Contract. Overall, there were numerous areas where the Contract wording could be clarified and improved.
2. There were other areas where the WPS was not complying with the terms of the Contract because the requirements of service had changed since the WPS began providing the service in 1997, but the Contract language had not been updated to reflect these changes. An example would be the requirement to train WPS staff to operate explosive detection equipment, a service no longer required of WPS personnel. In some additional areas the WPS was not in compliance with the Contract such as the provision of activity reports because the proper systems had not been implemented to ensure compliance.
3. The City did not receive full cost recovery for the services provided. Where there had been an intended net benefit to the City of $477,354, there actually was a loss on the Contract of $238,890. This was the combined result of the WPS not billing the WAA for $361,651 in costs that were recoverable under the contract, and also due to administrative and overhead costs of $414,129 that were required to provide service under the Contract, but were not incorporated into the overhead cost calculation included in the Contract.

What are the key recommendations:

1. The Contract terms must be clarified so the WPS can properly provide service in compliance with the Contract.
2. The WPS should enhance its processes to ensure that it is providing service in compliance with the terms of the Contract.
3. Future contracts must take administrative and overhead costs into account for compensation to avoid the City subsidizing the services of the Contract. The WPS should also enhance its contract cost accounting systems to properly track and bill all of the costs incurred by the WPS to provide services under the Contract.

Management's Position:

- Management was in agreement with all thirteen recommendations and identified that implementation should take place contingent on the successful negotiation of another term of the Contract.

Audit Department Report
Professional Services Contract with the Winnipeg Airports Authority May 2012

Policy

The report is being submitted in accordance with the City Organization By-law 7100/97 section 19(d)(iv) that the Audit Committee will "Receive and review audit reports, and table such reports with its recommendations at a regular meeting of Executive Policy Committee."

Recommendation:

That the Executive Policy Committee, in its capacity as the Audit Committee, receive as information the Professional Services Contract with the Winnipeg Airports Authority dated May 2012.

Winnipeg

Audit of the Professional Services Contract with Winnipeg Airports Authority Inc. Administered by the Winnipeg Police Service

Final Report

May 2012

Leaders in building public trust in civic government

Audit Department

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MANDATE OF THE CITY AUDITOR

The City Auditor is a statutory officer appointed by City Council under *The City of Winnipeg Charter*. The City Auditor reports to Council through the Audit Committee (Executive Policy Committee) and is independent of the City's Public Service. The City Auditor conducts examinations of the operations of the City and its affiliated bodies to assist Council in its governance role of ensuring the Public Service's accountability for the quality of stewardship over public funds and for the achievement of value for money in City operations. Once an audit report has been communicated to Council, it becomes a public document.

AUDIT BACKGROUND

The City of Winnipeg ("the City") has a contract with the Winnipeg Airports Authority, Inc. ("WAA") to supply specialized and dedicated policing services, provided and administered by the Winnipeg Police Service ("WPS"), at the Winnipeg James Armstrong Richardson International Airport. The audit was identified in the City Auditor's 2011–2014 Audit Plan that was endorsed by the Audit Committee.

AUDIT OBJECTIVES

The objectives of this audit were:

- To assess whether the Winnipeg Police Service is providing services in compliance with the terms of the *Professional Services Contract*.
- To assess whether the City was compensated appropriately by the Winnipeg Airports Authority, Inc. for the services provided.

AUDIT APPROACH

We conducted the audit in accordance with generally accepted auditing standards. **Appendix 1** provides a flowchart of the audit process.

- We conducted interviews with staff and management from Winnipeg Police Services, Legal Services Department, Corporate Finance Department, and the Assessment and Taxation Department.
- We conducted interviews with staff and management of the Winnipeg Airports Authority, the Canadian Air Transport Security Authority, and Transport Canada.
- We reviewed legislation pertaining to civil aviation, including the *Aeronautics Act*, the *Canadian Air Transport Security Authority Act*, the *Preclearance Act*, *Canadian Aviation Security Regulations,* and *CATSA Aerodrome Designation Regulations*.
- We reviewed all available contracts between the City of Winnipeg and the Winnipeg Airports Authority, Inc.
- We reviewed City regulations, policies and procedures pertaining to the approval of contracts, including *The City of Winnipeg Charter*, *The City Organization By-law*, and *The Materials Management Policy*.

- We reviewed standards and operating procedures for the WPS Airport Unit contained in the Commission on Accreditation for Law Enforcement Agencies' *Standards For Law Enforcement Agencies* and the Winnipeg Police Service's internal policies and procedures documentation.
- We reviewed internal documentation relating to daily activities, scheduling, training, unit administration, management accounting, and billing.
- We researched staffing literature in the US Department of Justice's *Staffing Analysis Workbook for Jails*.
- We reviewed publicly available civil aviation industry information, including the Winnipeg Airports Authority's *Airport Development Plan Summary: Bringing 2020 Into Focus*.

Our conclusions are based upon information available at the time of the report. In the event that significant information is brought to our attention after completion of the audit, we reserve the right to amend the conclusions reached.

We have presented some of the discussion in our report relating to staffing levels and operating procedures at the airport in fairly general terms in order to protect the security of operations and the safety of the officers and employees at the airport, as well as the general public.

INDEPENDENCE

The team members selected for the audit did not have any conflicts of interest related to the subject matter of the audit.

AUDIT SCOPE

The audit scope is for the provision of services under the July 1, 2008 to June 30, 2011 *Professional Service Contract*. All audit testing was for periods between these dates. Information gathering extended past these dates for areas where greater understanding was required pertaining to our conclusions and have been described throughout our report.

The audit scope was limited due to restricted access of the *Aerodrome Security Measures* maintained by the federal Minister of Transport. Restriction of these documents does affect the WPS's ability to service the *Professional Service Contract* and has been further discussed in our Observations and Recommendations section.

The audit scope was also limited by the inability to obtain a copy of the executed *Professional Service Contract* for the period between 1999 and 2002. This prevented an analysis considering whether there were significant changes in the Contract during that time.

AUDIT CONCLUSIONS

The audit work performed led us to the following conclusions:

- The WPS is complying with most of the key terms of the Contract. We also identified key terms in the Contract that were not clearly defined, inconsistent or open to interpretation, which prevented us from concluding on compliance with those terms. This also prevented the WPS from being able to comply with the unclear terms due to multiple possible interpretations. An example would be the use of "Police" and "Security Personnel" interchangeably when they refer to two different groups. Finally, there are also some areas of the Contract where the WPS is not in compliance. One area is the provision of activity reports to the WAA. Another area requires rewording of the Contract to reflect the role expected of the WPS. The WPS should change its processes to ensure that it is complying with the terms of the Contract. Negotiations on the next contract should ensure the Contract language is precise and the WPS should implement processes to ensure that it is complying with all Contract terms.

- The City did not receive adequate compensation to cover the actual cost of the services provided. The WPS projected that the Contract would result in a "net benefit" of $477,354, but instead resulted in an estimated financial loss to the City of $238,890, a difference of $716,244. One reason for the loss was that remuneration that was allowable under the Contract was never billed to the Winnipeg Airports Authority because of how the WPS interpreted several of the Contract's payment terms. The primary costs in this area included direct salary expenses for Airport Unit officers and salary expenses to call-out other WPS officers to maintain the required staff complement at the WAA. A second reason was that the initial cost projections did not consider several administrative and overhead costs required by providing service under the Contract. These costs could not be recouped because they were not negotiated into the Contract. Cost estimates, along with the WPS's internal management accounting and billing processes, will need to be improved for the City to achieve the projected financial benefits in future contracts.

ACKNOWLEDGEMENT

The Audit Department wants to extend its appreciation to all of the stakeholders who participated in this audit and especially to the Winnipeg Police Service staff for their time and cooperation.

Members of the Audit Team
Bryan Mansky, MBA, CMA, CIA Deputy City Auditor Micheal Giles, CA•CIA Project Leader Donovan Fontaine, CA•CIA Auditor



Brian Whiteside, CA•CIA
City Auditor

May 10, 2012
Date

PROFESSIONAL SERVICES CONTRACT BACKGROUND

The Winnipeg Airports Authority ("WAA") contracts the City of Winnipeg ("the City") to provide a dedicated complement of seventeen police officers, and timely access to the Winnipeg Police Service's ("WPS") K-9 unit, to perform duties that allow the WAA to meet civil aviation regulations set by the federal government. The negotiated total revenue to the City for the services provided under the July 1, 2008 to June 30, 2011 *Professional Services Contract* ("the Contract") was $5,998,605, plus GST. The Contract was finalized and signed off by all parties on May 25, 2010. The costs of providing the contracted services represent about one percent of the WPS's annual operating budget. Similar agreements exist between Airport Authorities and RCMP or local police detachments in other major Canadian cities.

> On-site protective policing and security services are required at Winnipeg James Armstrong Richardson International Airport to provide services on airport property aimed at preventing unlawful interference with civil aviation and for the protection and security of the airport facilities and equipment.
>
> - *WAA Professional Services Contract – Section 34.1*

Contract Duration

A service contract was struck in 1997 when the Winnipeg Airports Authority was created. It has since been renegotiated five times for three year terms. Prior to that time, the RCMP provided policing services out of an on-site detachment that also serviced northern Manitoba communities by plane.

Contract Parties

The Contract is between the City of Winnipeg and the Winnipeg Airports Authority, Inc. The WPS provides the services on behalf of the City of Winnipeg. The Winnipeg Airports Authority is a non-share corporation that operates the James Armstrong Richardson International Airport on behalf of the Government of Canada ("the Crown").

Location for Services Provided

The Contract requires the WPS to service all lands leased by the WAA from the Crown. The total area of land is about eighteen km^2 in total. Most of the serviced land is located in the Winnipeg city limits; however, some of the land is located in the Rural Municipality of Rosser. (See Exhibit 1 on Page 13 for a map of the airport.)

Winnipeg Police Services—Regular Operations

The WPS provides a range of peace keeping and criminal investigation services to Winnipeg citizens. Emergency response is provided within city limits on a priority basis through the 911 emergency dispatch system. Criminal investigations are scheduled and conducted as internal resources allow. Our report considers these services to be "regular police services", which are funded by municipal and provincial taxes. The Winnipeg Airports Authority has the same access to these types of police services as any other citizen of Winnipeg.

The services provided under the *Professional Services Contract* between the City and the WAA have common elements of regular police service, but the Contract is not for regular police services. The services provided are unique to the Contract and are necessary for the WAA to meet the requirements of federal civil aviation regulations. The additional services provided under the Contract are not normally within the basket of services provided by the City.

KEY RISKS FOR THE CONTRACT

The *potential* key risks associated with the Contract include:

- The Contract may not have been approved by appropriate authorities.
- The Contract may not define clear service requirements.
- The Contract may not contain adequate compensation provisions for services required.
- The Winnipeg Police Service may not provide service in accordance with the Contract requirements.
- The Winnipeg Police Service may not have adequate systems in place to properly charge the Winnipeg Airports Authority for services rendered.
- The Winnipeg Police Service may not be charging the Winnipeg Airports Authority based on the terms and conditions of the Contract.

OBSERVATIONS AND RECOMMENDATIONS

The following analysis is categorized into three main areas: Contract Governance, Contract Compliance, and Financial Performance. Due to the expiration of the most recent contract term as of the date of this report, many of our recommendations should be taken into consideration in future negotiations of the Contract. A complete summary of the recommendations is attached as **Appendix 2.**

CONTRACT GOVERNANCE

Contract Approval

Historically, the *Professional Services Contract* has been approved by Council; however, the 2008-2011 contract was approved by a previous Chief Administrative Officer ("CAO") without being presented to Council. The CAO was advised that *The City of Winnipeg Charter*[1] and the City's *Organization By-law*[2] gave the CAO the authority to manage and supervise the employees and operations of City departments, thus providing the CAO sufficient authority to approve the Contract as a staffing matter under his purview. While the contracted services have common elements of regular police services, there are several unique service requirements to be provided to the WAA. It is for this reason that we believe the substance of this Contract extends beyond a pure staffing matter.

Furthermore, the authority to approve and award contracts is governed by the City's *Materials Management Policy* ("the Policy"). We observed that the Policy contains contradictory wording which can result in different interpretations of the CAO's authority.

The Policy gives the CAO authority to approve and award a contract for "a supply" by the City[3], where "supply" is defined as "the provision of property or a service."[4] The Policy then goes on to place restrictions on the CAO's authority by specifically excluding "a supply of municipal services."[5] However, the extent of the exclusion is not clear because the same paragraph also states that the exclusion is only "to the extent that the Chief Administrative Officer shall by Directive determine otherwise." Since the issuance and approval of Directives is under the CAO's authority, the vagueness of this final provision could be interpreted to grant the CAO unlimited authority to enter into private contracts for selling any type of service without seeking the approval of Council. We do not believe that would be the intention of the Policy. Prior to the approval of any future contracts of this nature, a review needs to be performed to determine the appropriate award authority.

Excerpt from the City's *Materials Management Policy*

This Policy… does not include… a supply by the City of municipal services… except to the extent that the Chief Administrative Officer shall by Directive determine otherwise.

\- *Section B1.2*

Recommendation 1

We recommend that the Materials Management Division work with the CAO to clarify the wording of the Materials Management Policy *and prepare a report for the consideration of Council.*

Management Response

The Materials Management Division will work with the CAO to clarify the wording of the Materials Management Policy and prepare a report for the consideration of Council by the end of October, 2012.

Contract Terminology

Clear contract terms are essential to determine whether each party to a contract is in compliance with the contract. We evaluated the clarity of the Contract and found several areas where key terms were not adequately defined, the language was vague or could be interpreted in various ways, and where the requirements were contradictory. These items are discussed below.

Aerodrome Security Measures

The Contract states that WPS "shall perform services in accordance with federal, provincial and municipal laws, regulations and by-laws, and shall be responsible for any charges imposed by any laws, regulations and by-laws."[6] The Contract further specifies that "civil aviation police and security requirements are legislated under the *Aerodrome Security Measures* and other federal statutes."[7] The Contract, therefore, requires the WPS to provide services in accordance with *Aerodrome Security Measures* regulations. (See **Appendix 3** for a diagram of the federal regulatory framework for civil aviation.)

We found that the WPS does not have access to the *Aerodrome Security Measures*, nor has the WPS ever been granted access to them. *Aerodrome Security Measures* is a restricted document that is not publicly available. Officials from Transport Canada confirmed to us that the document has never been made available to the WPS and that the WPS is not authorized to view it. Transport Canada also confirmed that the document is not publicly released due to the aviation security risks associated with such information.

Having a contract that requires the WPS to be accountable to regulations they are not authorized to access is not reasonable. The conditions that the WPS are accountable to must be accessible to the WPS; therefore, the conditions must be fully disclosed in the Contract, and the WPS must only be held accountable to the Contract.

Recommendation 2

We recommend that the Contract be amended to exclude references to responsibilities contained in documents that the WPS cannot access.

Management Response

The WPS concurs. Full access to references is critical if we are to be held accountable to achieve or comply with references contained in those documents. At a minimum, the full list of applicable sections should be provided. The timeframe for implementation of the recommendation is contingent on the successful negotiation and signing of a new Contract with the Winnipeg Airports Authority.

Police vs. Security Personnel

There is ambiguity in the Contract relating to the terms "police" and "security personnel". In one section, the Contract clearly states that the meaning of "security personnel… does not include police organizations who are performing airport services".[8] This definition provides a clear-cut line between police personnel and security personnel; however, the Contract later blurs that line.

A subsequent section of the Contract provides a listing of requirements from the *Aerodrome Security Measures*[9] for the WAA to comply with.[i] The term "police" is not used in the listing but the term "security personnel" is used throughout. The next clause in the Contract states that "airport police

[i] We cannot conclude whether the listing of requirements given in the Contract is accurate or complete in relation to the *Aerodrome Security Measures* because the measures are not available to the public.

personnel will be required… to provide services… as outlined [in the listing above],"[10] directly referring to the "security personnel" duties described in the listing. This clearly contradicts the definition of "security personnel" given earlier.

We interviewed both the WPS Airport Unit Supervisor and WAA management in respect to the WPS's responsibilities related to the listing of responsibilities cited above. We received two very different interpretations of what each group believes the WPS is responsible for. Whereas the WAA believed that the WPS was responsible for some of the items in the listing (but not all), the Airport Unit Supervisor did not believe that the WPS was responsible for any of the items because the term "security personnel" was used. A clear definition of the Contract requirements is essential for the WPS to properly provide service in the future.

Recommendation 3
We recommend that the terms "police personnel" and "security personnel" be clearly defined in the Contract, and that all interchangeable references be removed.

Management Response
The WPS concurs. This issue is clearly defined as problematic in the body of the audit and requires no further amplification. The timeframe for implementation of the recommendation is contingent on the successful negotiation and signing of a new Contract with the Winnipeg Airports Authority.

Site, Airport, and Aerodrome

There are three other terms that appear to be used interchangeably in the Contract, which are "Site", "Airport", and "Aerodrome". The term "Airport" is not defined in the Contract or any other guidance. The term "Site" is defined in the Contract as "the lands and premises at the Winnipeg International Airport [*sic*] leased by the WAA from the Crown."[11] The geographical boundaries of these lands are not defined or described in the Contract; however, we obtained a picture from a publicly available WAA report to illustrate what we believe the lands are (included as Exhibit 1 on page 13). The total area of the land is about eighteen square kilometers in size, and a significant portion of the property is located in the Rural Municipality of Rosser.

The term "Aerodrome" is not defined in the Contract; however, both WAA management and the WPS Airport Unit Supervisor informed us the definition could be found in the *Aeronautics Act*.

> "**Aerodrome**" means any area of land, water (including the frozen surface thereof) or other supporting surface used, designed, prepared, equipped or set apart for use either in whole or in part for the arrival, departure, movement or servicing of aircraft and includes any buildings, installations and equipment situated thereon or associated therewith.
>
> - *Aeronautics Act – Section 3(1)*

The definition from the *Aeronautics Act* specifies that an aerodrome includes land and equipment required for flight. From these specifications, we have interpreted "Aerodrome" as the purple, red, and green shaded areas of Exhibit 1. The orange (commercial) areas are not required for flight and are not part of the aerodrome. Additionally, we have interpreted "Site" as all coloured areas in Exhibit 1 because all of the coloured areas are leased by the WAA from the Crown.

Issues arise from this difference between "Site" and "Aerodrome."

One issue is that the Contract requires the WPS Airport Unit to service the entire "Site", which includes areas that are not part of the "Aerodrome". However, the Contract also requires that the WPS Airport Unit never leave the "Aerodrome" because that would violate the *Aerodrome Security Measures*.[12] The

Airport Unit will have to leave the Aerodrome to service any calls from non-Aerodrome property leased by the WAA from the Crown that form part of the Site (orange areas of Exhibit 1). The result is that the WPS Airport Unit may be considered in breach of one part of the Contract for responding to a call as required under another part of the Contract.

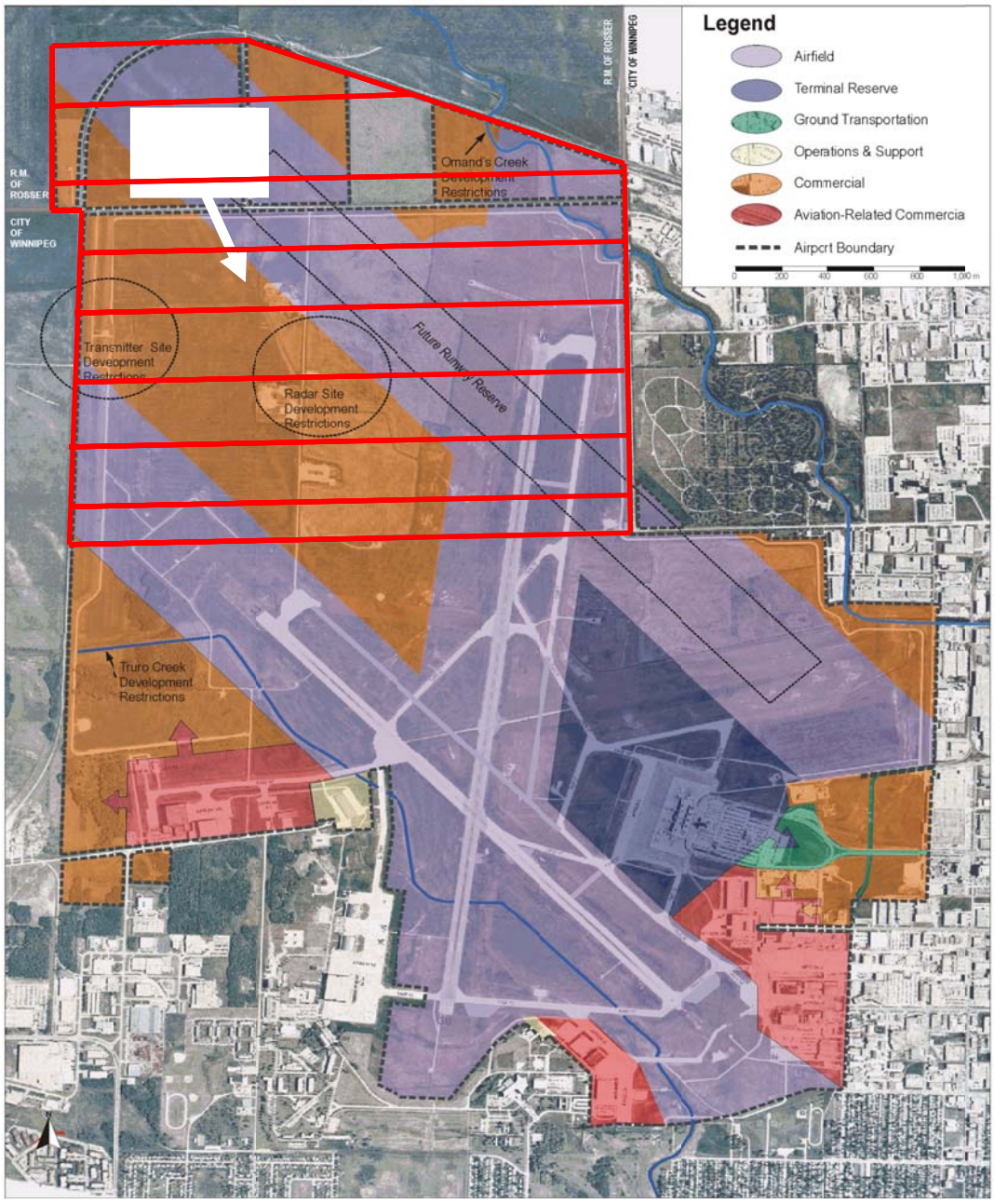
This lack of clarity in the Contract terminology needs to be addressed as it has the potential to create conflicts, both now and in the future. The area surrounding the Air Terminal has seen considerable development in the past few years with the construction of an airport hotel, the Greyhound Bus Terminal, and the Canada Post facility, all of which are not part of the "Aerodrome". The ongoing development of CentrePort, contained within the boundaries of the "Site" definition, could also require the WPS Airport Unit to attend more frequently to non-Aerodrome incidents. With a large portion of CentrePort located in the RM of Rosser, this could lead to jurisdictional conflicts with the RCMP.

The boundary for service must be clearly defined in future contracts. If the WPS Airport Unit attempts to comply with the "Site" condition in the Contract, they could be required to leave the Aerodrome to service these calls, which may be a breach of contract. Furthermore, if the "Site" definition is the preferred boundary for the WPS Airport Unit to monitor, then the staffing levels and remuneration should be reevaluated to fully consider non-Aerodrome property. These considerations highlight the importance of ensuring clarity in the Contract terminology.

The WPS and WAA need to negotiate and define the area to be serviced under the Contract. The WPS should then determine the appropriate staff levels required to provide the contracted service. We further discuss unit staffing levels relating to WPS policies and other Contract terms later in our report but cannot conclude on appropriate levels relating to geography of the service here because the boundary lines for service are not clearly defined.

Recommendation 4
We recommend that the area to be serviced be clearly defined in the Contract, and uniformly used throughout the Contract.

Management Response
The WPS concurs. It will be important to distinguish areas of responsibility for members specifically assigned to the Winnipeg Police Service Airport Unit versus the police agency of jurisdiction for the site. As articulated by the audit team, part of the site falls within the jurisdiction of the R.C.M.P. in the RM of Rosser. It will also validate the number of personnel required to police the site. The timeframe for implementation of the recommendation is contingent on the successful negotiation and signing of a new Contract with the Winnipeg Airports Authority.


Legend
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Terminal Reserve
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Operations & Support
Commercial
Aviation-Related Commercia
Airport Boundary
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CITY OF WINNIPEG
Omand's Creek
Restrictions
Transmitter Site
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Radar Site
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Future Runway Reserve
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CONTRACT COMPLIANCE

We found that the Winnipeg Police Service complies with most terms of the Contract, often exceeding service requirements in areas such as crowd control assistance, medical response, and public relations duties. We also observed some exceptions that are noted below.

Staffing Levels

There are two factors to consider when staffing the Airport Unit: (1) the WPS's accreditation standards, and (2) the limitations in staff scheduling set by the City's collective agreement with the Winnipeg Police Association ("WPA").

Sworn peace officers (police officers) are required at the airport to meet the legislative requirements of the *Aerodrome Security Measures*, the *Preclearance Act*, and other federal civil aviation regulation documents. Regardless of the contracted terms, the WPS must also provide its services in accordance with its own policies and procedures so that it does not jeopardize its accreditation with the Commission on Accreditation for Law Enforcement Agencies.[13]

We reviewed the officer staffing levels at the airport in respect with WPS policies and procedures. We found that the current staffing levels can potentially put the WPS at risk of breaching its policies and procedures, and that staffing levels should be increased to mitigate the risk. We have calculated that a minimum of twenty-three officers are needed in the Airport Unit to satisfy the Contract and maintain compliance with the WPS's policies and procedures. The specific details of the policies and procedures, and the staffing levels involved in this calculation, are not discussed in our report due to the risk it would place on the service provided at the airport to the officers and to the public.

While we have calculated a need for twenty-three FTEs, the complement size is affected by the terms of the City's collective agreement with the WPA. Due to restrictions on shift schedules imposed by the collective agreement, the WPS requires a complement of twenty-five officers in the Airport Unit. Changes to the shift schedules to require only twenty-three officers are possible; however, these changes have to be approved by the WPS's Joint Shifting Committee with the union before they can be implemented.

We note that our calculated staffing structure is based on the most straight-forward solution to the issues we have identified based on the definition of the "Aerodrome" and not the "Site" (see *Site, Airport, and Aerodrome* on page 11). It is only one of numerous possible solutions. The identification of alternative solutions and subsequent negotiations are the responsibility of the WPS and WAA, and are outside of our audit scope.

Recommendation 5

We recommend that the WPS sufficiently staff the Unit to act in accordance with their policies and procedures, and its agreement with the Winnipeg Police Association.

Management Response

The WPS concurs. Several staffing models have been examined that will achieve this intent. The most economical solution will be to add eight (8) officers to the complement for a total of 24 officers on the existing 12 hour schedule. The Sergeant in charge of the unit would remain unchanged on an 8 hour schedule for a total of 25 officers in the unit. The current staffing situation has significant financial and operational impacts on many aspects of policing functions at the airport site. The timeframe for

implementation of the recommendation is contingent on the successful negotiation and signing of a new Contract with the Winnipeg Airports Authority.

Timed Response to Security Screening Checkpoints

The Contract requires a police response to certain airport alarms within a specified time limit.[14] Both WAA management and the WPS Airport Unit Supervisor have informed us that this response time is one of the most important aspects of the Contract. The alarms are located at specific restricted access points throughout the airport. When an alarm is tripped, the Canadian Air Transport Security Authority ("CATSA") headquarters in Ottawa receives notification of the alarm and tracks the outcome. CATSA notifies the WAA that an alarm has been tripped and the WAA notifies the WPS that a response is needed. The WPS then takes into consideration the facts relating to the call, determines what type of response is appropriate, and sends officers to respond.

There is some uncertainty as to how to measure the response time to an incident because the Contract does not specify what the initiation point for the response time is. Conceptually, it could be when the alarm is tripped—but it could also be at the point when the Airport Unit is notified. If the initiation point is when the alarm is tripped, it may not be feasible to expect a police response within the specified time because the WPS have no control over the length of time between the tripping point and when they are notified. To ensure objective and consistent basis for measurement, the Contract should be specific about the initiation point.

Recommendation 6
We recommend that the response time to alarms at restricted access points be clarified, including the initiation point of the timed response, the termination point for timed responses, and the maximum allowable time to respond to these incidents.

Management Response
The WPS concurs. While it has not been identified to the WPS by the WAA or Transport Canada that there are issues with our Service not meeting objectives, it is agreed that a new process needs to be put in place. Officers will be directed to utilize our current dispatch system and RMS (Records Management System) for tracking responses to all incidents in a consistent manner. The timeframe for implementation of the recommendation is contingent on the successful negotiation and signing of a new Contract with the Winnipeg Airports Authority.

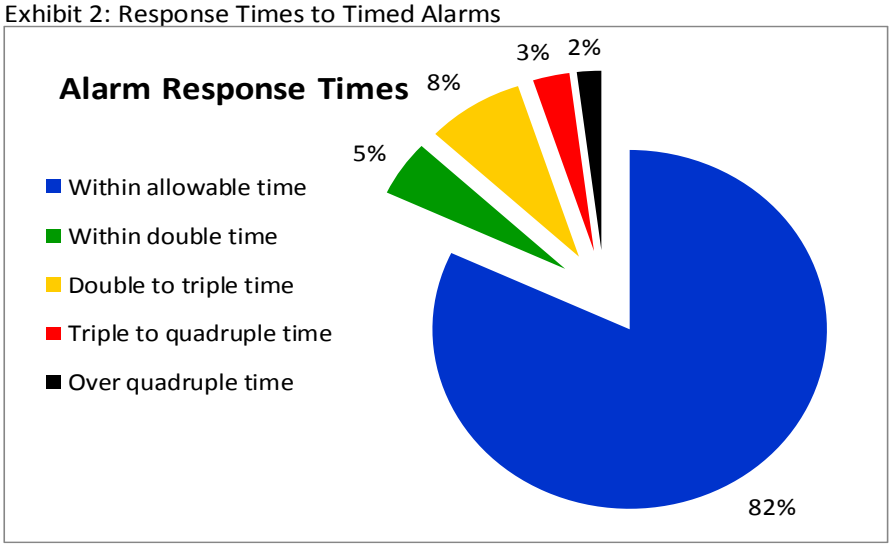
Response Time Tracking

The WAA and WPS have stated that response times are a very important part of the services provided; however, we found that the WPS does not track the response times to these alarms to determine if they are meeting the Contract requirement. We also found that CATSA (which is an external party to the Contract) is the only organization that is tracking response times to these incidents.

We obtained a listing of response times to the alarms over the term of the Contract from CATSA. We found from the listing that the Airport Unit did not respond to 18% of the alarms within the required time. Exhibit 2 shows the response times to the alarms. The WPS responded to 5% of alarms within double the allowable time. The WPS also took more than double the allowable time to respond for 13% of the alarms; with some of these exceeding four times the allowable time.

The WPS refuses to place reliance on the CATSA information because it is not able to test CATSA's time keeping process. Despite the reluctance to use CATSA data, the WPS has not developed its own process to track response times to alarms. The WPS had no documentary evidence that they exceeded the time limit for any of these incidents. We found that only one late alarm response could be explained from additional information supplied in the Unit's daily activity logs; the remainder are unexplained. Current response tracking is inadequate to measure performance or to identify opportunities for improvement to response times.

Exhibit 2: Response Times to Timed Alarms



Source: CATSA Report

Recommendation 7
We recommend that the WPS track response times to timed alarm incidents to better manage performance and monitor compliance with Contract requirements.

Management Response
The WPS concurs. The processes as outlined in response to recommendation 6 are applicable to address Recommendation 7.

Plan of Operations

The Contract requires that the WPS provide an operational plan describing the normal airport police services and also a contingency plan to meet increased threat levels. These are to be reviewed semi-annually by the WAA.[15] We confirmed with both WAA and WPS management that these plans have never been completed or submitted. We note that the WPS does have comprehensive service plans for providing police services for the City of Winnipeg as a whole, including the James Armstrong Richardson International Airport area. The documents required by the Contract relating to this specific clause, however, have not been completed.

Recommendation 8
We recommend that the WPS prepare a plan of operations and a contingency plan to be reviewed by the WAA in accordance with the terms of the Professional Services Contract*, and ensure future contracts provide for a fair compensation to the City when increased service levels are required by the WAA.*

Management Response
The WPS concurs. We will work with the WAA to determine what operational plans and contingency plans are required for the site. While our current "All Hazards Plan" provides overall guidelines, it is recognized that plans specific to airport are necessary and shall be completed once information

regarding requirements are received. The timeframe for implementation of the recommendation is contingent on the successful negotiation and signing of a new Contract with the Winnipeg Airports Authority.

Reporting

We found some areas of the Contract requiring the WPS to provide reports to the WAA that the WPS does not comply with. The Contract requires the WPS to submit daily activity logs of security incidents to the WAA.[16] This requirement includes *all* incidents handled and especially those of a more serious nature.[17] We confirmed with both WAA and WPS management that this is not being completed. While testing the documentation for our audit, we also found the Airport Unit was missing a significant number of its daily log reports over the period of the Contract. The Unit Supervisor explained that the missing logs were due to updating the computer equipment at the Airport and from transferring the logs from hard drive storage to the WPS's server.

The Contract also requires the WPS to submit "a monthly statistical report" to the WAA "showing a break down [*sic*] of the various activities" in the report.[18] We confirmed with the Airport Unit Supervisor that the only statistic reported to the WAA is the number of alarms answered for the month. The Supervisor also explained to us that the current number of alarms responded to is all of the information that the WAA wants to receive. We confirmed that the WAA does not have any formal complaints about the level of reporting that is submitted. While the Contract is not specific about what statistics should be reported to the WAA, we believe that the number of alarms answered does not meet the spirit of the requirement to show "a breakdown of activities", and that the WPS is not complying with the current requirement of the Contract. The reporting requirements should be reviewed by the WPS and WAA and the Contract language written to reflect the WAA's reporting needs, and to prevent conditions that would breach the Contract.

Recommendation 9

We recommend that future contracts only contain mutually agreed to reporting requirements that provide meaningful information to convey service activity and compliance with the Contract.

Management Response

The WPS concurs. The new procedures being undertaken to have our members operate through our dispatch system and report through the established RMS will address any issues arising from reporting requirements. The timeframe for implementation of the recommendation is contingent on the successful negotiation and signing of a new Contract with the Winnipeg Airports Authority.

Explosives Training

The Contract requires that police personnel be trained to operate explosive trace detection equipment.[i] [19] WPS management informed us that officers receive sufficient training in their general training program to secure and protect the scene of an explosive device incident, should it occur. The officers do not, however, receive training to operate the detection equipment because another organization performs this role at the airport. Since the training is specifically required by the Contract, but not by the practical role performed at the airport, the requirement should be removed from the Contract.

Recommendation 10

We recommend that the requirement to have officers trained to operate explosive detection equipment be removed from the Contract.

Management Response

The WPS concurs. This is a duty no longer performed by our members and as such should be removed from the contract. The timeframe for implementation of the recommendation is contingent on the successful negotiation and signing of a new Contract with the Winnipeg Airports Authority.

[i] The requirement is in the listing noted in our discussion of the terms "Police" and "Security Personnel" (page 10), which leaves some room for interpretation on whether the police are responsible for the requirement or not.

FINANCIAL PERFORMANCE

We evaluated the financial performance of the Contract in two phases. The first phase analyzed the financial expectations of the Contract by comparing the approved financial projections to the actual revenues collected and expenses incurred. The second phase evaluated the financial results by comparing the actual revenue billings to what was allowed by the Contract. The results of the analyses are discussed below.

Financial Expectations

The City expected a "net benefit" of $477,354 (8% profit margin) for performance of the Contract. This benefit came from a 9% administration fee being applied to the expected salary costs, less $43,767 in expected administration costs. (See the "Approved by the CAO" column in Exhibit 3.)

Exhibit 3: Financial Performance of the Contract

	Approved by the CAO	Actual Results	Difference	Diff %
Revenues				
Contract Revenues	$ 6,024,436	$ 6,048,194	$ 23,758	
CATSA Revenues (Note 1)	-	69,472	69,472	
Total Revenues	**$ 6,024,436**	**$ 6,117,666**	**$ 93,230**	**2%**
Costs				
Salaries and Benefits	5,121,831	5,204,717	82,886	
Overtime	-	174,397	174,397	
Internal Callouts	123,344	249,381	126,037	
External Callouts (Note 2)	-	112,533	112,533	
Total Salaries	**$ 5,245,175**	**$ 5,741,028**	**$ 495,853**	**9%**
Total K9	**$ 258,140**	**$ 182,066**	**$ (76,074)**	**-29%**
Admin Costs (Note 3)	-	139,060	139,060	
Insurance (Note 4)	-	75,000	75,000	
Sundry Office	43,767	47,357	3,590	
Training Costs	-	95,569	95,569	
Vehicle Costs	-	76,476	76,476	
Total Other costs	**$ 43,767**	**$ 433,462**	**$ 389,695**	**890%**
Total Costs	**$ 5,547,082**	**$ 6,356,556**	**$ 809,474**	**15%**
Net Benefit (Loss)	**$ 477,354**	**$ (238,890)**	**$ (716,244)**	

Note 1. An additional agreement was signed by CATSA to fund overtime costs relating to a period of increased security levels on behalf of the WAA.

The following line items contain significant estimates:

Note 2. The estimated costs of officers not within the Airport Unit used to maintain minimum complement at necessary times (provided by WPS Management)

Note 3. Estimated labour costs for management, financial and legal services to administer the Contract (provided by WPS Management, WPS Finance and the Legal Services Department)

Note 4. The estimated insurance premiums relating to the Contract (provided by the Risk Management Division of the Corporate Finance Department)

Source: WPS Peoplesoft reports, internal reports and management estimates

The City actually experienced a loss of $238,890 (4% loss) by performing the Contract. (See the "Actual Results" column in Exhibit 3.)

The loss occurred because the actual costs of the Contract were $716,244 higher than the original projection while there was only a $93,230 increase in the revenue to cover the additional costs. Upon further analysis, we found that the additional costs could be divided into two different categories. First, there were additional costs that could have been recovered under the Contract but were not billed to the WAA. Second, there were costs incurred that were not considered in the Contract and, therefore, could not be recovered from the WAA. Exhibit 4 quantifies the unrecovered costs (see **Appendix 4** for a more detailed analysis).

Exhibit 4: Unrecovered Cost Analysis

Expenses	Recovery allowed by contract	Costs not considered in contract
Salaries and Benefits	59,417	-
Overtime	42,572	45,526
Internal Callouts	126,037	-
External Callouts	112,533	-
Total Salaries	**$ 340,559**	**$ 45,526**
Admin Costs	-	139,060
Insurance	-	75,000
Sundry Office	-	3,590
Training Costs	-	95,569
Vehicle Costs	21,092	55,384
Total other costs	**$ 21,092**	**$ 368,603**
Total Expenses	**$ 361,651**	**$ 414,129**

Financial Results

Costs that Should Have Been Recovered

Exhibit 4 illustrates that $361,651 of the expenses not billed to the WAA were in fact recoverable under the Contract. The significant expenses that were not fully billed out were for callout costs, some salaries and benefits, and vehicle costs for the WPS's "airside" vehicle.

Callout costs occur when officers are called in to maintain the minimum complement due to officer illness, or other reasons, and may require payment at overtime rates. Officers assigned to the Airport Unit can be called in (an internal callout) or officers from other divisions can be called in (an external callout). The WPS had estimated that the costs of sick leave for the Unit would be 2.8% of salaries. The WPS then billed the WAA $123,344 to cover these projected costs over the Contract term. However, actual total costs incurred (actual internal and external callouts from Exhibit 3 on page 19) amounted to $361,914, resulting in a recovery of approximately 34% of the actual total callout costs.

We found that there are primarily two reasons that the projected amounts did not fully recover the callout costs.

First, the Airport Unit experienced several periods of extended leave that were not forecasted. Five of the officers were on leave for about three months each due to illnesses or injuries over the Contract term. We also found that significantly higher callout costs occurred during the times when officers were on extended sick leave. The callout costs for these periods were approximately $50,000.

Second, the current staffing schedule causes the day shift to inherently be prone to higher callout levels. The day shift has significantly more demands on officer time because more staff are required to work the day shift, but there is also a higher demand for other time requirements, such as training sessions and court appearances. These other demands cause a higher necessity for callouts during the day to cover for officers who are away. We found this was demonstrated by the fact that about 70% of all internal callouts occurred on the day shift, while only 30% occurred on the night shift.

The Contract classifies callouts to maintain the minimum complement as "extra work" that is recoverable from the WAA.[20] However, these additional costs were not billed to the WAA. WPS Finance staff stated there is some ambiguity in the Contract, and felt that the ability to recover the callout costs was limited to the estimated 2.8% of salaries. We interpret that the callout costs were fully recoverable and should have been tracked and billed to the WAA.

The salaries and benefits incurred by the Airport Unit were $59,417 more than what was billed to the WAA (see Exhibit 4). Similar to the callout costs, the amounts billed for salaries were based on the projections used in the Contract negotiations (adjusted for shift premiums that were billed at actual cost). These additional salary and benefit costs were due to the cost of transferring officers in and out of the Unit during extended sick leaves, for acting pay for officers acting in supervisory roles, and also for accumulation of holiday time not taken by officers. We believe that these additional costs were also recoverable under the Contract. Additionally, overtime of $42,572 was also performed for mandatory officer training time and court attendance, which are both also recoverable under the Contract.[21]

The Contract states that the replacement costs for the airside vehicle (the vehicle dedicated to the runway portion of the airport), including the costs of equipping the vehicle to police accreditation standards, would be paid for by the WAA.[22] The WPS incurred $21,092 to equip the vehicle to standards (sirens, radio, laptop, etc.); however, the costs were not billed to the WAA.

We believe the costs identified above were the responsibility of the WAA, but were not billed by the WPS. The main reason the costs were not billed was that billing rates did not change from the original projections even though actual costs were higher than the projections. The billing system must change to recover all of the costs allowable for under the Contract.

Recommendation 11
We recommend that the WPS identify, track, and bill actual costs incurred for all expenses allowable by the Contract.

Management Response
The WPS concurs. The Service will identify, track and bill actual costs incurred as allowed by the contract. The timeframe for implementation of the recommendation is contingent on the successful negotiation and signing of a new Contract with the Winnipeg Airports Authority.

Costs Not Considered and Not Recoverable Under the Contract

Exhibit 4 (see page 20) also showed $414,129 were not recovered because the costs were not considered in the Contract. Due to the fact that these additional costs were not negotiated into the Contract, these costs are not recoverable by the WPS. The significant areas where these costs were incurred were in several overhead cost categories and also overtime costs.

Various administrative and overhead type costs totaling $368,603 were not considered in the projected costs of the Contract. These costs included:

Category	Costs include	Amount
Administration Costs	• WPS Management administration time for Contract • WPS Finance staff administration (accounting and billing) • WPS Information Technology staff (equipment maintenance) • Legal Services Department time (contract negotiations)	$ 139,060
Training Costs (Note 1)	• Airport specific training and conferences • Mandatory annual training to keep officer accreditation	$ 95,569
Insurance	• Portion of City insurance premiums related to servicing the Contract	$ 75,000
Vehicles Costs	• Leasing, insurance, fuel, maintenance, and equipment costs for the ground-side WPS cruiser and proportional K-9 unit costs	$ 55,384
Sundry Office	• Office equipment and stationary	$ 3,590
Total		**$ 368,603**

Note 1: Category is for incremental costs of training only and does not include officers' salaries for training time.

The administration costs above are based on estimates provided by WPS management because the supervisory and administrative time associated with the Contract is not actually tracked. We note the estimate for WPS management administration was revised twice by the WPS during our audit, which reduced the estimation by 39%. Such changes in estimates emphasize the importance of having a system that tracks the actual administrative costs, which is discussed in the next section of our report.

Aside from the costs detailed above, there were also additional overtime costs that were incurred that were not considered in the Contract. We differentiate overtime here from previous discussion as overtime that is not associated with callouts. The service provided under this Contract creates some overtime for items such as training, meetings, and incidents already in progress at the end of an officer's shift. The Contract does not consider these types of overtime. As a result, the WPS did not recover $45,526 resulting from these overtime costs (see Exhibit 4).

It is evident that numerous costs were not considered in the most recent projections for the Contract. The sum total of costs that were not considered is nearly as much as the projected net benefit for the Contract that was approved. The full administrative costs for the Contract must be adequately considered in the negotiation process so that the City is fairly remunerated for the services provided under the Contract.

Recommendation 12

We recommend that WPS Finance identify and track the additional administrative costs associated with the Contract, and include the costs in future Contract negotiations.

Management Response
The WPS concurs. The Service will identify, track and bill overhead administrative costs associated with the Contract and include such in future contact negotiations. The timeframe for implementation of the recommendation is contingent on the successful negotiation and signing of a new Contract with the Winnipeg Airports Authority.

Contract Cost Accounting
The WPS Finance Division is responsible for the accounting and billing of the Contract and is currently tracking the costs of the Contract in the City's PeopleSoft financial system. Regular costs associated with the Airport Unit, such as officer salaries assigned to the Unit, are being tracked in a Department ID ("Dept ID"). Using a Dept ID, however, significantly limits the ability to track total costs of the Contract due to the limitations of this structure. Costs can only be allocated to one Dept ID, which prevents the costs incurred from other units from being tracked in the Airport Unit, because they are already included in their own Dept IDs. Costs associated with the K-9 unit and external callouts from other divisions would have already been allocated to different Dept IDs, and are not easily identifiable as costs that should be transferred to the Airport Unit. The system also prevents overhead costs, including WPS management supervisory time, finance division work, legal services, insurance, training, and vehicle maintenance, from being tracked in the Airport Unit. PeopleSoft, in its current configuration, is not an appropriate tool to compile and report all of these costs and is, therefore, inadequate to sufficiently track and report the total costs of the Contract.

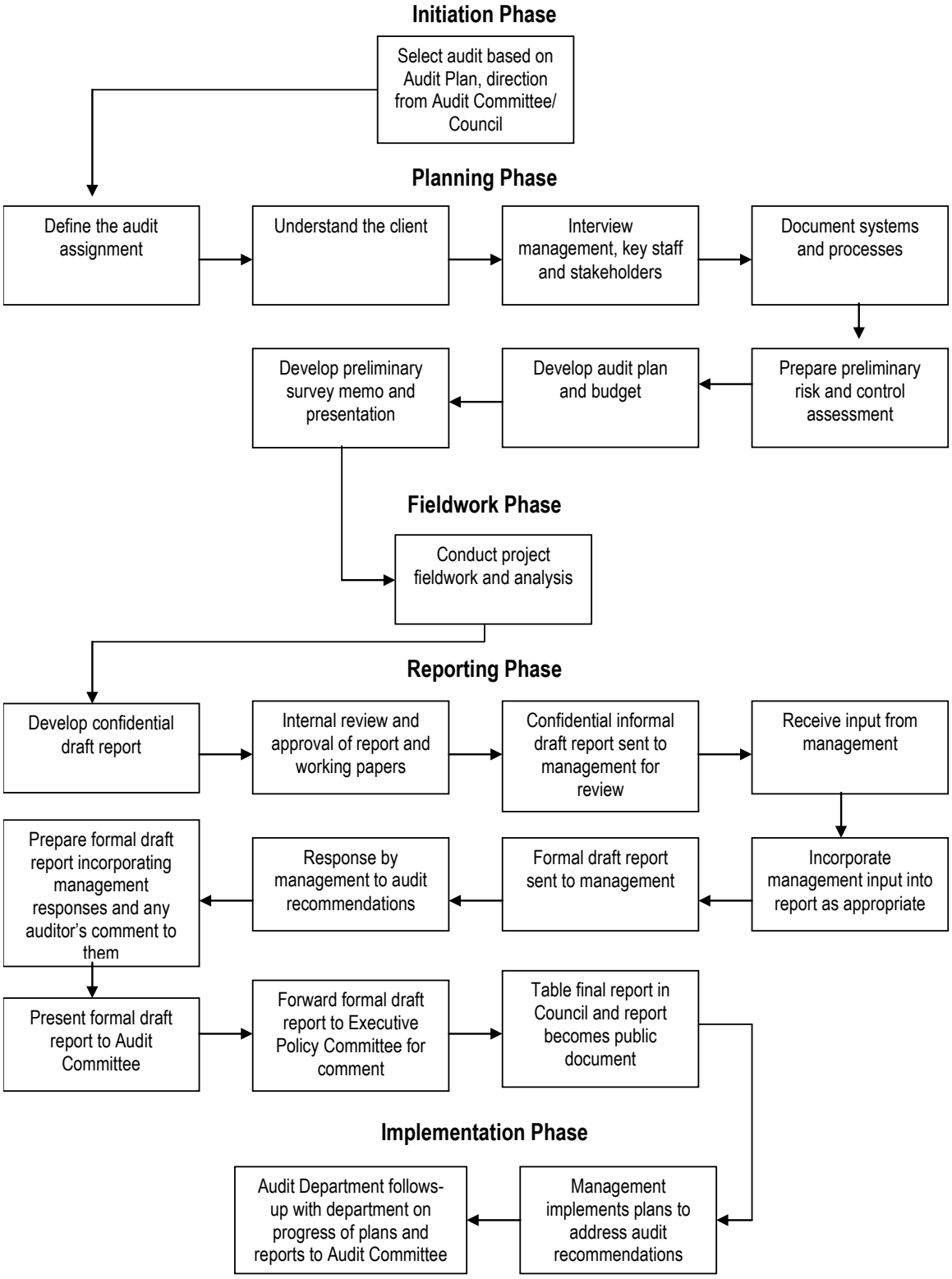
The WPS Finance Division staff has the financial expertise to lead the development of a process that will accurately compile all costs associated with the Contract. Working with the Airport Unit Supervisor, the WPS Finance Division should coordinate the identification and estimation of all overhead costs, including those relating to training, finance, vehicle maintenance, IT, human resources, and legal services. The team will also need to develop a process to compile the direct input costs of actual salaries, overtime, training time incurred, and internal and external callouts associated with the Airport Unit on a periodic basis (e.g. bi-weekly or monthly).

Leveraging the financial knowledge of the WPS Finance Division and the daily operational knowledge of the Airport Unit Supervisor will ensure the development of a proper process to account for Contract costs. This will then result in the City being fairly compensated according to the terms of the Contract. The processes may also be leveraged for other WPS service contracts.

Recommendation 13
We recommend that the WPS establish a method of contract cost accounting to fully track their revenues and costs associated with the Contract.

Management Response
The WPS concurs. A method of contract cost accounting will be established to track all revenues and costs associated with the Contract. The timeframe for implementation of the recommendation is contingent on the successful negotiation and signing of a new Contract with the Winnipeg Airports Authority.

APPENDIX 1 - AUDIT PROCESS



APPENDIX 2 - SUMMARY OF RECOMMENDATIONS

Recommendation 1
We recommend that the Materials Management Division work with the CAO to clarify the wording of the Materials Management Policy *and prepare a report for the consideration of Council.*

Recommendation 2
We recommend that the Contract be amended to exclude references to responsibilities contained in documents that the WPS cannot access.

Recommendation 3
We recommend that the terms "police personnel" and "security personnel" be clearly defined in the Contract, and that all interchangeable references be removed.

Recommendation 4
We recommend that the area to be serviced be clearly defined in the Contract, and uniformly used throughout the Contract.

Recommendation 5
We recommend that the WPS sufficiently staff the Unit to act in accordance with their policies and procedures, and its agreement with the Winnipeg Police Association.

Recommendation 6
We recommend that the response time to alarms at restricted access points be clarified, including the initiation point of the timed response, the termination point for timed responses, and the maximum allowable time to respond to these incidents.

Recommendation 7
We recommend that the WPS track response times to timed alarm incidents to better manage performance and monitor compliance with Contract requirements.

Recommendation 8
We recommend that the WPS prepare a plan of operations and a contingency plan to be reviewed by the WAA in accordance with the terms of the Professional Services Contract*, and ensure future contracts provide for a fair compensation to the City when increased service levels are required by the WAA.*

Recommendation 9
We recommend that future contracts only contain mutually agreed to reporting requirements that provide meaningful information to convey service activity and compliance with the Contract.

Recommendation 10
We recommend that the requirement to have officers trained to operate explosive detection equipment be removed from the Contract.

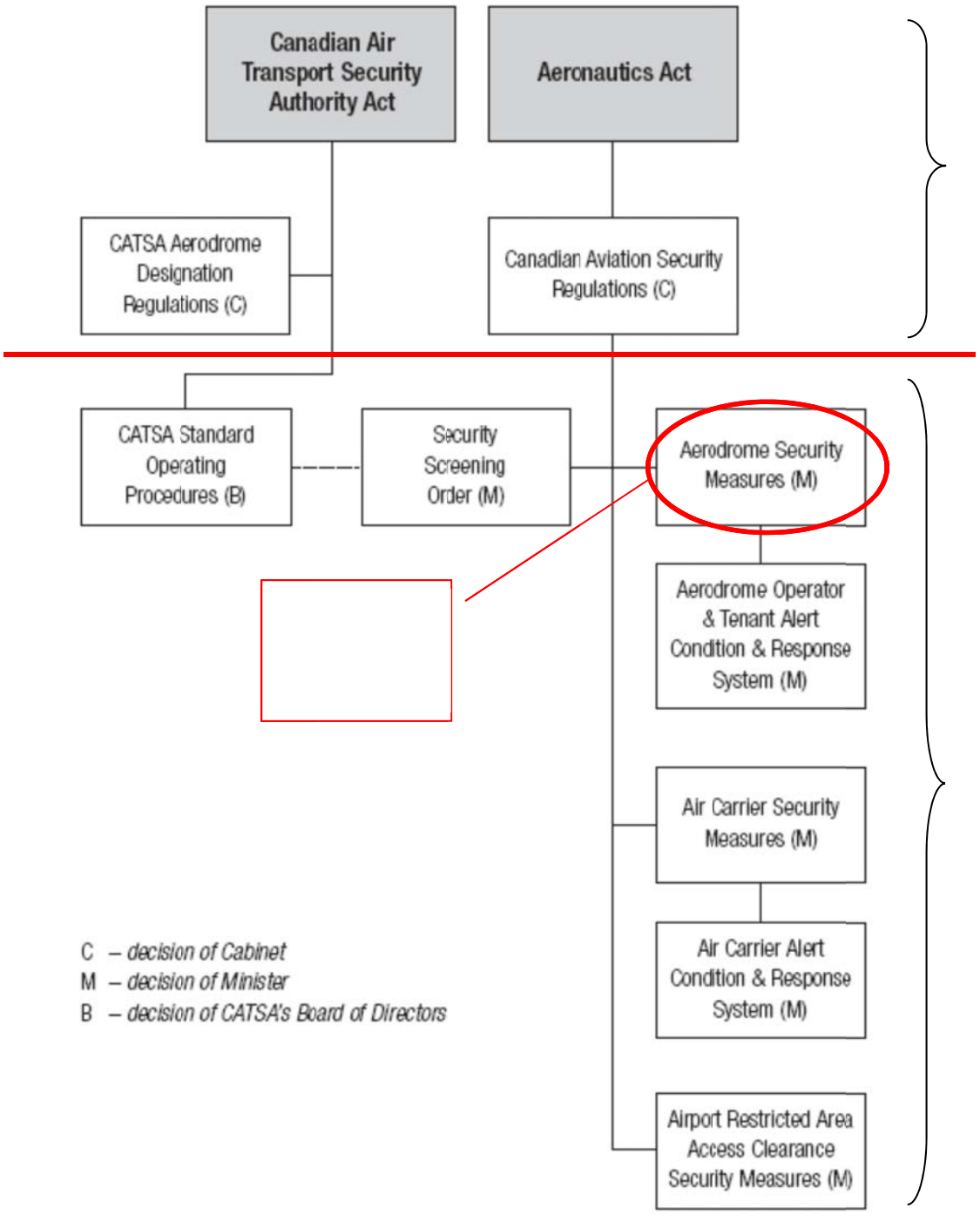
APPENDIX 2 - SUMMARY OF RECOMMENDATIONS (CONT'D)

Recommendation 11
We recommend that the WPS identify, track, and bill actual costs incurred for all expenses allowable by the Contract.

Recommendation 12
We recommend that WPS Finance identify and track the additional administrative costs associated with the Contract, and include the costs in future Contract negotiations.

Recommendation 13
We recommend that the WPS establish a method of contract cost accounting to fully track their revenues and costs associated with the Contract.

APPENDIX 3 – CANADIAN AVIATION REGULATORY STRUCTURE



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APPENDIX 4 – LOSS ANALYSIS ON THE CONTRACT

Expenses	Actual Costs	Amount Billed	Difference	Recoverable Under the Contract	Not Considered in the Contract
Salaries and Benefits	5,204,717	5,145,300	(59,417)	59,417	-
Overtime (Note 1)	174,397	86,299	(88,098)	42,572	45,526
Internal Callouts	249,381	123,344	(126,037)	126,037	-
External Callouts	112,533	-	(112,533)	112,533	-
Total Salaries	**$ 5,741,028**	**$ 5,354,943**	**$ (386,085)**	**$ 340,559**	**$ 45,526**
Admin Costs	139,060	-	(139,060)	-	139,060
Insurance	75,000	-	(75,000)	-	75,000
Sundry Office	47,357	43,767	(3,590)	-	3,590
Training Costs (Note 2)	95,569	-	(95,569)	-	95,569
Vehicle Costs	76,476	-	(76,476)	21,092	55,384
Total Other costs	**$ 433,462**	**$ 43,767**	**$ (389,695)**	**$ 21,092**	**$ 368,603**
Salaries and Admin Subtotal	**$ 6,174,490**	**$ 5,398,710**	**$ (775,780)**	**$ 361,651**	**$ 414,129**
K9 Services (Note 3)	**182,066**	**241,602**	**59,536**		
Projected Net Benefit (Note 4)	**-**	**477,354**	**477,354**		
Total	**$ 6,356,556**	**$ 6,117,666**	**$ (238,890)**		

Note 1: Includes CATSA agreement revenues and costs of $69,472 for increased security overtime. Recoverable costs include overtime paid for officers' training time and court attendance.

Note 2: Does not include salaries for officer training time.

Note 3: K9 services are based on a fee for service that resulted in a net benefit to the WPS.

Note 4: Projected net benefit that was included in the projected contract rate approved by the CAO.

Source: Internal reports and estimates from WPS Finance and WPS management.

ENDNOTES

[1] *The City of Winnipeg Charter*. Section 97(d). *Province of Manitoba: Manitoba Laws website*. Web. 21 June 2011.
[2] *City Organization By-law 7100/97*. Consolidation Update: January 26, 2005. The City of Winnipeg. Section 26(7). Print.
[3] *Materials Management Policy*. Section B8.2. The City of Winnipeg. Print.
[4] *Materials Management Policy*. Section B2.1(v). The City of Winnipeg. Print.
[5] *Materials Management Policy*. Section B1.2. The City of Winnipeg. Print.
[6] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 23.1
[7] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 34.1
[8] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 4.13
[9] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 34.1.
[10] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 35.1
[11] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 4.15
[12] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 34.1.3 in conjunction with section 35.1
[13] *Standards For Law Enforcement Agencies: A Management Improvement Model Through Accreditation, 5th Edition.* Commission on Accreditation for Law Enforcement Agencies, Inc., 2009: xxvii. Print.
[14] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 34.1.1 & 38.1.1
[15] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 36.6
[16] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 39.1
[17] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 38.1.20
[18] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 39.2
[19] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 34.1.5
[20] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 4.10.5 & Section 8.1
[21] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Sections 4.10.3 and 4.10.5
[22] *Winnipeg Airports Authority Inc. Professional Services Contract* for July1, 2008 to June 30, 2011: Section 37.9.5