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1. Relevant Documents, Studies and Practices – Yukon

1.1. Yukon Department of Justice¹

- Dawson Community Group Conferencing Society - Dawson City, Yukon
 - Project takes referrals of pre and post charge youth and adults, post-sentence cases and youth under 12;
 - Referrals are mainly by the RCMP, the Crown, the Court, the School and self-referrals;
 - Each case is considered on its own merit and criteria is applied to each case;
 - Promote awareness and consultation in the community.

1.2. 2002-2003 Community Justice Contribution Agreement

THIS AGREEMENT made the 2nd day of April, 2002.

BETWEEN:

GOVERNMENT OF YUKON, as represented by its duly authorized representative for Justice (hereinafter called “Yukon”)

AND:

DAWSON COMMUNITY GROUP CONFERENCING SOCIETY (hereinafter called “the Recipient”), as represented here by its duly authorized representative being the Parties (collectively referred to as the “Parties”) to this Community Justice Contribution Agreement (hereinafter referred to as the “Agreement”).

WHEREAS: the project to be carried out pursuant to this Agreement is in accordance with the objectives of the Yukon.

NOW THEREFORE the Parties hereto, in consideration of the covenants, understandings and undertakings hereinafter set out, do hereby agree as follows:

1. CARRYING OUT THE PROJECT

- 1.1 The Recipient agrees to carry out the operation and development of the Dawson Community Group Conferencing Project (referred herein as the “Project”) in a manner acceptable to the Yukon and, without limiting the generality of the foregoing, in accordance with:
 - 1.1.1 the Project Description (attached as Schedule A);
 - 1.1.2 the Goals and Objectives (attached as Schedule B);
 - 1.1.3** the Work Plan (attached as Schedule C), and;
 - 1.1.4** the Budget and Payment Schedule (attached as Schedule D and hereinafter referred to as the “Budget”).

¹ Government of Yukon, Department of Justice, Community Justice, <http://www.justice.gov.yk.ca/prog/cjps/cj/comjuscom.html>

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2. TERM

2.1 The term of this Agreement shall be from April 1, 2002 to March 31, 2003.

3. ASSISTANCE

3.1 The Yukon agrees to provide the Recipient with an amount not to exceed \$25,000 for the operation of the Project during the term of this Agreement.

3.2 The funding provided under 3.1 will be paid in the following manner:

3.2.1 A payment of \$12,500 upon execution of this Agreement;

3.2.2 An interim payment on October 30, 2001 not to exceed \$10,000 depending on the cash flow requirements of the Recipient and upon receipt and approval of an interim financial statement in accordance with 4.1.5, and upon receipt and approval of the first written activity reports in accordance with 7.1.2; and

3.2.3 A final payment not to exceed \$2,500 (which sum represents a holdback of 10% of the funding provided under 3.1) upon receipt and approval of an audited final financial statement in accordance with 4.1.6 and upon receipt and approval of the second written activity report and the final Project report in accordance with 7.1.2.

3.3 The Yukon's obligation to provide assistance under 3.1 is subject to the following:

3.3.1 money being appropriated by the Legislature for the purpose of this Agreement;

3.3.2 the City of Dawson agreeing to provide in kind assistance to the Recipient in the amount set out in the Budget; and

3.3.2 the Recipient complying with the terms of the Agreement.

4. FINANCIAL ACCOUNTABILITY

4.1 With respect to the assistance provided by Yukon under 3.1, the Recipient agrees:

4.1.1 to make expenditures only for the purpose of carrying out the Project;

4.1.2 to make expenditures only in accordance with the Budget;

4.1.3 to allocate the assistance received in accordance with this Agreement;

4.1.4 to maintain financial books and records, in accordance with generally accepted accounting procedures and methods, as well as other records to which the parties may agree, and to account for the assistance received under this Agreement separately from any other funds of the Recipient;

4.1.5 to deliver to the Yukon an interim financial statement of its expenditures with respect to the Project for the period April 1, 2002 to September 30, 2002 due October 30, 2002, which statement shall refer specifically to the line items in the budget attached as Schedule D, and be in a form acceptable to the Yukon;

4.1.6 to deliver to the Yukon an audited final financial statement of its expenditures with respect to the Project for the period April 1, 2002 to March 31, 2003 due May 31,

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2003, which statement shall refer specifically to the line items in the budget attached as Schedule D, and be in a form acceptable to the Yukon; and

4.1.7 to make available, during the term of this Agreement and up to and including one year from the date of termination of this Agreement, to the officers or agents of the Yukon or Canada, for the purposes of audit or review, all financial books, records and statements upon reasonable notice and during the normal business hours of the Recipient.

4.2 Notwithstanding paragraph 4.1.2, reallocations between the budget items set out in the Budget, not exceeding twenty per cent (20%), are permissible. Reallocations that exceed the 20% limit require the approval of the Yukon.

4.3 Any assistance provided through this Agreement that is

4.3.1 unexpended at the termination of the Agreement;

4.3.2 not properly expended for the purposes of the Agreement; or,

4.3.3 in excess of the reduced amount of assistance under 5.2;

shall constitute a debt due to the Yukon and shall be paid immediately by the Recipient to the Yukon.

4.4 The Yukon may give written notice that it waives the obligation under 4.1.6 to have the final financial statement audited.

5. REDUCTION OF ASSISTANCE

5.1 The Recipient shall immediately advise the Yukon in writing if it receives additional payments or any other form of contribution, gift or grant in respect of the Project dealt with in this Agreement in amounts greater than, or from sources other than those set out in the Budget.

5.2 If it comes to the attention of the Yukon that the Recipient received additional payments or any other form of contribution, gift or grant in respect of the Project dealt with in this Agreement in amounts greater than, or from sources other than those set out in the Budget, Yukon may reduce the assistance provided under 3.1 by such amount as it may decide.

5.3 The Yukon will give the Recipient 30 days written notice before reducing its assistance.

5.4 The reduced amount of assistance under 5.2 shall be the amount of assistance for the purposes of the Agreement

6. CONFIDENTIALITY

6.1 Subject to paragraph 6.2, all information which the Recipient may obtain from clients or their legal counsel in carrying out the Project shall be treated by the Recipient as having the same confidentiality as solicitor and client communications. Any records maintained by the Recipient in respect of clients shall not be open to inspection except in accordance with the aforementioned principle.

6.2 Paragraph 6.1 is not intended to impede the compiling of information for evaluation or statistical purposes, provided that the identity of any particular client is not disclosed.

7. EVALUATION AND REPORTS

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- 7.1 The Recipient agrees
 - 7.1.1 to maintain, in a manner acceptable to the Yukon, case files and other data which may be required for on-going monitoring, review and evaluation of the Project;
 - 7.1.2 to provide the Yukon statistical and written activity reports of Project activities due October 30, 2002, January 30, 2003, and a final Project report due April 30, 2003; which reports, shall be in a form acceptable to the Yukon;
 - 7.1.3 to undertake a self-evaluation of the Project in co-operation with, and at the request of Yukon;
 - 7.1.4 to co-operate with the Yukon Department of Justice, in the event that Yukon undertakes any evaluation studies in respect of this Project, the costs of such studies to be borne by Yukon; and
 - 7.1.5 to provide copies of any existing information, data and statistics that Yukon reasonably requires to carry out such evaluation studies.

8. USE OF RESULTS

- 8.1 The Recipient shall retain copyright in any work produced by it as part of this Project; but the Recipient shall not contract away its copyright interest without the approval of Yukon, and the Recipient hereby authorizes the Yukon to produce, reproduce or publish in any form or by any means the original work or any adaptation thereof in any language for use within the Yukon public service and for non-commercial distribution or dissemination.

9. PUBLIC ACKNOWLEDGMENT

- 9.1 Any information released or announced to the public by the Recipient concerning the Project shall adequately acknowledge the contribution made by Yukon.
- 9.2 Any information released or announced to the public by the Yukon concerning the Project shall adequately acknowledge the contribution made by the Recipient.

10. TERMINATION

- 10.1 Either party may terminate this Agreement without cause by giving the other party 30 days written notice of its intention to terminate.
- 10.2 If this Agreement is terminated under 10.1:
 - 10.2.1 the Recipient shall, within 90 days of the date of termination, provide the Yukon with an audited financial statement pertaining to the Project for the applicable period of time; and
 - 10.2.2 clause 4.3 of this Agreement shall apply to any assistance that is unexpended at the termination of this Agreement

11. DISPUTE RESOLUTION

- 11.1 In the event of a dispute between the Parties arising out of this Agreement, the Parties agree to attempt resolution through negotiation or other appropriate dispute resolution procedures.

12. DISCLAIMER

- 12.1 Nothing in this Agreement is intended to make the Recipient an agent of the Yukon for any purpose whatsoever and the Recipient and its employees shall not be considered to be employees of the Yukon.
- 12.2 The Recipient agrees not to hold itself or allow any person associated with the Project to hold himself or herself out as representing the Yukon for any purpose whatsoever.

13. YUKON NOT LIABLE FOR INJURY TO RECIPIENT/INDEMNIFICATION BY RECIPIENT

- 13.1 The Recipient shall use due care in carrying out the Project and in performing this Agreement to ensure that no person is injured, no property is damaged or lost and no rights infringed.
- 13.2 The Recipient agrees that the Yukon shall not be liable for any injury to the Recipient or for any damage to or loss of property of the Recipient caused by, arising from or in any way related to the Project or to the performance of this Agreement.
- 13.3 The Recipient shall be solely responsible for
- 13.3.1 any injury (including death) to persons (including any officers, employees or agents of the Recipient), damage or loss to property or infringement of rights caused by, arising from, or related to the Project, the performance of this Agreement, or the breach of any term or condition of this Agreement by the Recipient or the officers, employees or agents of the Recipient; and
 - 13.3.2 any omission or wrongful or negligent act of the Recipient, or of the officers, employees or agents of the Recipient;
- and the Recipient shall save harmless and indemnify Yukon, its officers, employees and agents from and against all claims, liabilities and demands with respect to paragraphs 13.3.1 and 13.3.2 with such indemnity surviving the expiry or termination of this Agreement.
- 13.4 Paragraphs 13.2 and 13.3 do not apply to the extent that the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of Yukon while acting in the scope of his or her employment.

14. ASSIGNMENT

- 14.1 This Agreement may not be assigned by the Recipient without the prior written consent of the Yukon.

15. SCHEDULES

- 15.1 The following schedules are incorporated into and form part of this Agreement:

Schedule A: Project Description

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- Schedule B: Goals, Objectives and Project Evaluation Plan
- Schedule C: Work Plan
- Schedule D: Budget and Payment Schedule

16. NOTICE

16.1 Any written communication, report or notice required pursuant to this Agreement may be given by delivering the same by prepaid post:

If to the Yukon to:

Department of Justice
Government of Yukon
J-10/ P.O. Box 2703
Whitehorse, Yukon
Y1A 2C6

If to the Recipient to:

Dawson Community Group Conferencing Society
P. O. Box 1139
Dawson City, Yukon
Y0B 1G0

IN WITNESS WHEREOF the parties by their duly authorized representatives have executed this Agreement hereunder this day of April, 2002.

Government of Yukon

Dawson Community Group
Conferencing Society

per:

per:

Witness

Witness

Witness

SCHEDULE A

2002/2003 PROJECT DESCRIPTION DAWSON COMMUNITY GROUP CONFERENCING SOCIETY

Organization and Management

The Dawson Community Group Conferencing Society (Society) is a non-profit, community-based organization. There are currently 11 Board of Directors seats. These include the four officers of the organization, five “institutional” positions filled by representatives of the RCMP, the Tr’ondek Hwech’in, the Robert Service School, Health and Social Services, and the City of Dawson City and two directors without portfolio. Under our bylaws, each year the total number of Board members may vary. The full Board meets approximately monthly.

The Society currently employs a Coordinator, who works approximately forty hours per month. The Coordinator is responsible for activities which include the day to day management of the program, supervision and training of volunteers, coordinating activities related to conferences, preparing funding proposals, promoting community awareness, and maintaining close working relationships with referral sources and other stakeholders in the process. The Coordinator also researches other Restorative Justice initiatives, makes recommendations for implementation, and prepares proposals for other projects that will benefit the community via crime prevention. If other projects are undertaken, the Coordinator is responsible for overseeing the project. Experience indicates that a minimum of twenty hours per week of Coordinator time is required to perform these various activities. Because of funding restraints, some of these activities will be minimized or eliminated, as they were in the past year.

The Board members and the Coordinator work together as a management team to consider policy development and interpretation, to solve problems and to maintain a community focus.

Services Provided

During the 2002-2003 fiscal year the Society will provide:

1. Community Group Conferencing services for Dawson City residents. This process is also known as Family Group Conferencing or Community Justice Forums. The program will continue to take referrals of pre and post-charge juveniles, pre and post-charge adults, and in appropriate situations, post-sentence cases and situations involving children under 12. Major referral sources will remain the RCMP, the Crown, the Court, the School, the Native Court Worker, and the Tr’ondek Hwech’in Justice Coordinator, and self-referrals. The program will offer Conferencing to first and repeat offenders. Each case will be considered on its own merit.
2. Conferencing services to the Robert Service School.
3. Consultation and work with the Tr’ondek Hwech’in (hereafter referred to as TH) on matters involving joint programming, joint funding arrangements, and community justice projects that might particularly benefit their membership.

If time permits:

1. Continued research and community discussions on the issue of the use of Conferencing in some cases of family violence and historical sexual abuse, and on the formation of a Dawson Justice Committee. This research has been started and is ongoing.
2. Follow-up on the mentorship project, which was funded by other agencies during a past funding year. The Society received a community consensus to proceed with implementation of a mentorship program for Dawson. The Society is considering its level of involvement with this project at the present time through a visioning and strategic planning process.
3. Collaboration with other local agencies to incorporate the asset building approach into the communities overall health and safety plan.
4. Development of other projects related to crime prevention and community justice.

SCHEDULE B

2002 - 2003 GOALS AND OBJECTIVES
Dawson Community Group Conferencing Society

Goal 1:

To provide community-based alternative justice services to Dawson City adults and youth.

Objectives:

1. To provide quality Community Group Conferencing services to Dawson City adults and youth, pre-charge, post-charge, and post-sentence.
2. To work in partnership with the Tr'ondek Hwech'in Justice Coordinator to provide community group conferences tailored specifically to meet the needs of Tr'ondek Hwech'in citizens.
3. To increase Dawson City and Tr'ondek Hwech'in citizen's awareness of Community Group Conferencing and Conferencing outcomes.
4. Through on-going contact and education increase the number of referrals by the RCMP for pre-charge diversion for adults and youth.
5. To sponsor on-going training for volunteers.

Goal 2:

To sponsor and/or facilitate additional crime prevention, community justice and community health programs for Dawson City citizens.

Objectives:

1. To work with the Tr'ondek Hwech'in Justice Coordinator and Justice Advisory Committee to establish processes to serve Tr'ondek Hwech'in offenders and crime victims.
2. To sponsor and work with a broadly based working group to evaluate and develop asset building, mentorship programs, and/or other programs that will build support and positive programming alternatives in our community.

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SCHEDULE C

**2001 - 2002 WORK PLAN
 Dawson Community Group Conferencing Society**

<u>DATE/TIMELINE</u>	<u>ACTIVITY</u>	<u>RESPONSIBILITY</u>
April 2002 through March, 2003	Work with RCMP, Crown, Native Court Worker, Adult Probations, Tr'ondek Hwech'in to develop written local protocols	Coordinator
April 2002 through March, 2003	Provide new RCMP officers and Crown serving our area with information and training as needed about the Conferencing process.	Coordinator
June, July, September, November, etc. (Court Circuits)	Meet with Crown before the Circuit to discuss case referrals. Attend Court Users meetings. Attend Court sessions.	Coordinator
April 2002-March 2003	Meet approximately monthly with the Board of Directors, except during summer months. Prepare and provide in advance an agenda and written report of coordinator's activities.	Coordinator, Board of Directors
April 2002-March 2003	Screen referred cases for suitability. This includes review of case material, discussion with investigating officer and Crown, if applicable, meeting with offenders and victims to confirm their understanding of the process and willingness to participate. May involve presentation of material to case selection committee if the case is unusual and multiple meetings with offender or victim to get them ready to participate.	Coordinator and Case Selection Committee.
April 2002- March 2003	Assign a facilitator. Prepare referral package for facilitator. Arrange for space and Conference refreshments, set up and clean up after Conference. Follow up with Conference participants as required.	Coordinator
April 2002-March 2003	Provide referring agency with written notice of Conference outcome immediately after Conference, copies to Conference participants. Provide final written notice of contract completion or of non-compliance to referring agency and Conference participants.	Coordinator
April 2002-March 2003	Attend Conference for purposes of supervision. Provide immediate debriefing and feedback to facilitator as part of on-going training.	Coordinator
May, September, December, March	Provide training updates for facilitators. Includes preparing for and delivering training.	Coordinator
April 2002-March 2003	Administer office procedures and systems. Includes file preparation and upkeep, answering correspondence, purchasing supplies, preparing accounts for payment through City, answering telephone. Complete reports as required to funding agencies and the Board. Prepare financial updates for the Board. Write proposals for funding as required. Meet with referring agencies, victim services, and other stakeholders on an ongoing basis to maintain good working relationships.	Coordinator
Spring 2002	Organize Annual General Meeting for the Board of Directors.	Coordinator
April 2002-March 2003	Work with Tr'ondek Hwech'in Justice Coordinator and its advisory Board to develop programs, and to	Coordinator

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	participate in educating citizens as needed.	
September 2002 and March 2003;	Attend Justice Coordinator's meetings in Whitehorse.	Coordinator
May 2002-March 2003	Coordinate working group meetings to discuss and develop additional programs for crime prevention and community justice.	Coordinator
May 2002-March 2003	Minimum of quarterly articles in the local newspaper about Conferencing activities.	Coordinator
Monthly, April 2002-March 2003	Attend monthly Interagency and Chamber of Commerce meetings to update them on current activities.	Coordinator
May 2002-march 2003	Work with policy committee to complete policy for the organization.	Coordinator and policy committee
May 2002- March 2003	Distribute asset-building materials to interest groups in Dawson. Set up meetings with interested parties to develop action plan for community-wide implementation.	Coordinator

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SCHEDULE D

DAWSON COMMUNITY GROUP CONFERENCING SOCIETY

BUDGET

April 1, 2002 to March 31, 2003

REVENUE:

Yukon Department of Justice	25,000
City of Dawson (In Kind)	2,500
TOTAL REVENUES:	\$27,500

EXPENDITURES:

Salaries and Benefits (Coordinator):	12,900
Facilitation Cost (includes Supplies & Honoraria)	1,000
Accounting and Payroll (in kind by City of Dawson)	2,500
Rent	4,800
Office Supplies	900
Communication (telephone & Internet)	2,000
Travel	2,000
Insurance	1,400
TOTAL EXPENSES:	\$27,500

The contribution of the Yukon will be limited to the lesser of \$25,000 of the expenditures incurred, less monies received from sources other than those listed above, unless supported by agreement between both parties.

PAYMENT SCHEDULE

1. First Payment of \$12,500, upon execution of this Contribution Agreement, see 3.2.1 of the Agreement.
2. Second Payment not to exceed \$10,000 on November 30, 2002, upon receipt and approval of the interim financial statement and the first written activity report, see 3.2.2 of the Agreement.
2. Third and Final Payment not to exceed \$2,500 upon receipt and approval of an audited financial statement and second written activity report and final Project report, see 3.2.3 of the Agreement.

1.3. Correctional Service Canada – Recipient of Ron Wiebe Award - 2000 2

Distinguished 2000 Award Nominees
Cheryl Laing
Coordinator, Dawson Community Group Conferencing Society
Dawson City, Yukon

² http://www.csc-ccc.gc.ca/text/prgrm/rjstc/award/rec_e.shtml