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1. Relevant Documents, Studies and Practices – Yukon

1.1. Yukon Department of Justice¹

- Dena Keh Justice ("our people's way") - Liard First Nation, Watson Lake, Yukon
 - Practice the Family Group Conferencing model, implementing Kaska traditions;
 - Tripartite policing agreement;
 - Provide sentencing and interim release recommendations to the Territorial Court;
 - Strong Elders involvement.

1.2. 2002-2003 - Aboriginal Justice Strategy - Contribution Agreement

THIS AGREEMENT made the 19th day of April, 2002.

BETWEEN:

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

AND:

LIARD FIRST NATION, as represented by its duly authorized representative (hereinafter referred to as "the Recipient")

WHEREAS:

- A. Her Majesty the Queen in Right of Canada represented by the Minister of Justice of Canada ("Canada") will provide financial assistance to the Recipient under the terms of the Aboriginal Justice Strategy Fund (the "Strategy"); and
- B. Yukon has agreed to share costs with Canada as a condition of the Strategy;

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 Dene Keh Justice Project (referred herein as the "Project") in a manner acceptable to 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 Work Plan, (attached as Schedule B);

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

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1.1.3 the Budget and Payment Schedule (attached as Schedule C and hereinafter referred to as the “Budget”).

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 \$73,000 for the operation of the Project during the term of this Agreement.

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

3.2.1 A payment of \$40,000 upon execution of this Agreement;

3.2.2 An interim payment on November 1, 2002 not to exceed \$22,050 depending on the cash flow requirements of the Recipient, and upon receipt and approval by Yukon of an interim financial statement in accordance with 4.1.5 and upon receipt and approval by Yukon of the first written activity report in accordance with 8.1.2; and

3.2.3 A final payment not to exceed \$10,950 (which sum represents a holdback of approximately 15% of the financial assistance 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 8.1.2.

3.3 The Yukon’s obligation to provide assistance under 3.1 and 3.2 is subject to the following:

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

3.3.2 Canada agreeing to provide financial assistance to the Recipient in the amount set out in the Budget; and

3.3.3 the Recipient complying with the terms of this Agreement.

4. FINANCIAL ACCOUNTABILITY

4.1 With respect to the assistance provided by Yukon under 3.1 and 3.2 and the monies described in 3.3.2 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 November 1, 2002, which statement shall be in a form acceptable to Yukon;
 - 4.1.6 to deliver to 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, 2003, which statement shall 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 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 Despite 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 prior written approval of Yukon.
- 4.3 Any assistance provided through this Agreement that is
- 4.3.1 unexpended by the Recipient at the termination of this Agreement;
 - 4.3.2 not properly expended for the purposes of the Agreement, in the opinion of Yukon; or,
 - 4.3.3 in excess of the reduced amount of assistance under 5.2;
- shall constitute a debt due to Yukon and shall either be repaid immediately by the Recipient to Yukon or withheld by Yukon from funds otherwise due to the Recipient under this Agreement.
- 4.4 The Yukon may give written notice that it waives the obligation under 4.1.6 to have the 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 from sources other than those set out in the Budget, or if Canada increases or reduces its contribution to the Project.
- 5.2 If it comes to the attention of Yukon that the Recipient received additional payments or any other form of contribution, gift, or grant in respect of the Project from sources other than those set out in the Budget, or that Canada has increased or reduced its contribution to the Project, Yukon may reduce the assistance provided under 3.1 and 3.3 by any amount it may decide.
- 5.3 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 this Agreement.

6. IMPACT ON SELF-GOVERNMENT NEGOTIATIONS

- 6.1 The parties agree that any assistance provided by Yukon under the terms of the Strategy is without prejudice to the administration of justice program and service transfer negotiations (the “Negotiations”) which may take place pursuant to a Yukon First Nation Self-Government Agreement.
- 6.2 For the purposes of the Negotiations, the Recipient acknowledges that any assistance provided by Yukon under the terms of the Strategy will be determined by Yukon on an annual basis.
- 6.3 Unless the Parties otherwise agree, the provision of assistance by Yukon to the Recipient hereunder is not intended, in and of itself, to create a program or service for the purposes of the Negotiations.

7. CONFIDENTIALITY

- 7.1 Subject to paragraph 7.2, 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.
- 7.2 Paragraph 7.1 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.

8. EVALUATION AND REPORTS

- 8.1 The Recipient agrees
 - 8.1.1 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;
 - 8.1.2 to provide Yukon written activity reports of Project activities due November 1, 2002, and January 30, 2003, and a final Project report due April 30, 2003; which reports, shall be in a form acceptable to Yukon;
 - 8.1.3 to undertake a self-evaluation of the Project in co-operation with, and at the request of, Yukon and Canada
 - 8.1.4 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
 - 8.1.5 to provide copies of any existing information, data, and statistics that Yukon reasonably requires to carry out such evaluation studies.

9. USE OF RESULTS

9.1 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 prior written approval of Yukon, and the Recipient hereby authorizes 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.

10. PUBLIC ACKNOWLEDGMENT

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

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

11. TERMINATION

11.1 Either party may terminate this Agreement without cause by giving the other party 30 days written notice of its intention to terminate.

11.2 If this Agreement is terminated under 11.1:

11.2.1 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 up to and including the date of termination; and

11.2.2 clause 4.3 of this Agreement shall apply to any assistance that is unexpended at the termination of this Agreement.

11.2.3 Yukon shall withhold any assistance not advanced to the Recipient as at the date of termination, other than assistance due to the Recipient in accordance with the terms of this Agreement up to the termination date.

12. DISPUTE RESOLUTION

12.1 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.

13. DISCLAIMER

13.1 Nothing in this Agreement is intended to make the Recipient an agent of Yukon for any purpose whatsoever and the Recipient and its employees shall not be considered to be employees of Yukon.

13.2 The Recipient agrees not to hold itself or allow any person associated with the Project to hold himself or herself out as representing Yukon for any purpose whatsoever.

14. INDEMNIFICATION

14.1 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.

14.2 The Recipient agrees that 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.

14.3 The Recipient shall be solely responsible for

14.3.1 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

14.3.2 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 14.3.1 and 14.3.2 with such indemnity surviving the expiry or termination of this Agreement.

14.4 Paragraphs 14.2 and 14.3 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.

15. ASSIGNMENT

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

16. SCHEDULES

16.1 The following schedules are incorporated into and form part of this Agreement:
Schedule A: Project Description
Schedule B: Work Plan
Schedule C: Budget and Payment Schedule

17. PROJECT NEGOTIATIONS

17.1 The parties shall conduct negotiations associated with the Project in a mutually respectful manner.

17.2 While the parties share a desire to keep the public informed, details of positions and documents exchanged or developed by the parties during negotiations associated with the Project will be confidential unless otherwise agreed to by the parties or unless public disclosure is required by any legislation relating to access to information or privacy.

17.3 The parties may issue joint statements to, or jointly attend meetings with, the media, individuals, groups, or organizations on the progress of any negotiations associated with the Project.

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- 17.4 The parties shall consult with each other prior to any release to the media or the public of any information relating to Project negotiations.
- 17.5 No public consultation or public information process shall be used by any party as a means of encouraging support or developing public pressure for a particular negotiating position.

18. NOTICE

- 18.1 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:

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

If to the Recipient to:

Liard First Nation
P. O. Box 328
Whitehorse, Yukon
Y0A 1C0

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

Government of Yukon

Liard First Nation

per:

per:

Witness Witness

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SCHEDULE A
PROJECT DESCRIPTION

DENE KEH JUSTICE

Mission Statement:

To help Liard First Nation re-establish healthy communities and achieve the full potential of all Liard First Nation citizens through healing, education, and employment opportunities.

Objectives:

1. Achieve spiritual, emotional, physical, and mental balance among the young people for future healthy leadership;
2. Achieve spiritual, emotional, physical, and mental balance within the Kaska Nation;
3. Reduce the number of Kaska people in jails and in the mainstream justice system through diversion activities and crime prevention;
4. Create a holistic approach to restorative justice that will:
 - Provide victims with an opportunity to have meaningful participation in the reparation process;
 - Encourage the offender to take responsibility for his/her actions;
 - Reintegrate the offender into the family and community through a gradual restoration of trust and forgiveness.
5. Rebuild Kaska traditions;
6. Give respect, pride, and empowerment back to the people;
7. Train human resources and build the capacity within the community to effectively administer a comprehensive community justice project.

Project Plan:

Dena Keh will continue to use the Family Group Conferencing (FGC) tool that will include diversion process. We will continue to focus on sentencing recommendations and reintegration of offenders. There will be continuous modification to the FGC model to reflect the unique cultural values of the Kaska First Nation people, and to continue to capture the true intention of our project objectives. The continuation of modification to the project will include: utilizing our elders in a meaningful way; addressing the underlying issues that have led up to unacceptable behavior, use of traditional practices and ceremonies; and specific processes to deal with more serious crime. The project requires continuing partnership with community members, community agencies, RCMP, Crown, Judges, and the Justice of the Peace.

The project will continue to be based on a Committee/Council approach with competent coordination of the process. The council will continue to grow, we will use our eleven members that are currently involved and will continue to rotate them, to prevent stress burnout. The members will include elders, youth, and other positive role models in the community. Referrals will continue to come through the community, RCMP, and Crown. The criteria for admission into Dene Keh system will include: victim, offender, family, supporters and community willingness to participate; the offenders acceptance of responsibility; and the level of resources available to Dene Keh.

We have designed this project to bring more responsibility to families and the community. We do not anticipate ownership of community problems to come overnight. The process of Dene Keh is a gradual awakening of family and community. We will continue to promote stability and assist the community.

Part I

Diversion Project based on (FGC) model. We have designed this part of our project to accommodate three levels of referrals into the Dena Keh System:

- Community Referrals (mediation process)
- RCMP referrals (pre-charge)
- Crown referrals (post-charge)

Part II

Meaningful participation in providing sentencing recommendation within the Territorial Court system (pre-sentencing). This process will also use the FGC model.

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Part III

Reintegration of offenders to the community based on the FGC model (post incarceration). This part of the project is designed to assist offenders who have been incarcerated outside of the community with an easier transition back into the community. It will also provide the victim with support around issues they may have with the offender returning to the community.

Target group:

Adults, Young Offenders, and youth under the age of twelve who are of First Nation ancestry that are associated with the Kaska Nation.

Types of Charges:

Criminal: summary, dual and indictable offenses
(more serious offenses will be assessed on a case by case basis).

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SCHEDULE B WORK PLAN
DENE KEH JUSTICE 2002/2003

APRIL

Justice staff meeting - weekly
Circuit Court
JP Court 2
Dene Keh hearings
Director Meetings 2
Dene Keh council & staff meetings 2
Police and staff meeting 2
Resource meeting
Interagency meeting
Work with clients
Monitor all files/ensure files are updated
finalize new work plan
finalize all information for year end
prepare training plan for staff
recruit Dene Keh members
Clients
Police board meeting
Review work plan for New Year
Prepare training plan & facilitate for staff
Recruit Dene Keh members

MAY

Justice team meeting - weekly
Police and staff meetings 2
Dene Keh council & staff meeting
J P courts 2
Dene Keh hearings
Director's meeting 2
Interagency meetings
all Watson Lake business and programs
evaluation meetings
Send completed audits the Gov't
Review work plan
Clients
Police board
Monitor all files/ensure files are updated
Prepare training plan & facilitate for staff
Recruit Dene Keh members

JUNE

Justice team meeting - weekly
Police and staff meetings 2
Dene Keh council and staff meetings
J P courts 2
Dene Keh hearings
Director's meetings 2
Interagency meeting
Circuit court
Meet and inform all new RCMP members
National aboriginal day
barbeque for all resource people of Watson Lake
and LFN members
Attend schools when needed
Prepare report for GA
Clients
Police board meeting
Monitor all files/ensure all files are updated
Review work plan
Prepare training plan & facilitate for staff
Recruit Dene Keh members

JULY

Justice team meeting - weekly
Police and staff 2
Dene Keh Council & Staff
JP Courts 2
Dene Keh hearings
Director's meetings 4
Interagency meeting
Police Board meeting
Review work plan
Monitor all files/Ensure all files are updated
Send quarterly reports to the appropriate govt.
Clients
Prepare training plan & facilitate for staff
Community Justice Meeting
Recruit Dene Keh members

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DENE KEH JUSTICE WORK PLAN 2002/2003

AUGUST	SEPTEMBER	OCTOBER	NOVEMBER
General Assembly	Justice team meeting weekly	Justice team meeting	Justice team meeting
Justice team meeting weekly	Police and staff 2	Police and staff 2	Police and staff 2
Police and staff 2	Dene Keh Council & Staff	Dene Keh Council & Staff	Dene Keh Council and Staff Meetings
Dene Keh Council & Staff	JP Courts 2	JP Courts 2	JP Courts 2
JP Courts 2	Dene Keh hearings	Dene Keh hearings	Dene Keh hearings
Dene Keh Hearings	Director's meetings 2	Director's meetings 2	Directors meetings 2
Director's meetings 2	Interagency meetings	Interagency meeting	Interagency meeting
Interagency meetings	Liard First Nation Community Meeting	Prepare training plan & facilitate for staff	Circuit Court
JP Courts 2	Prepare training plan and facilitate for staff	Review work plan	Prepare training plan & facilitate for staff
Prepare training plan and facilitate for staff	Police Board Meeting	Clients	Community Justice meeting
Clients	Monitor all files/ensure all files are updated	Police Board Meeting	Review work plan
Monitor all files/ensure all files are updated	Clients	Monitor all files/ensure all files are updated	Police board meeting
Police board meeting	Recruit Dene Keh members	Recruit Dene Keh members	Monitor all files/ensure all files are updated
Recruit Dene Keh members	Monitor all files/ensure files are updated		Send quartly reports to the appropriate gov't
recruit Dene Keh members	Prepare training plan & facilitate for staff		Recruit Dene Keh members
Clients	Recruit Dene Keh members		
Police board meeting			
Review work plan for New Year			
Prepare training plan & facilitate for staff			
Recruit Dene Keh members			

DENE KEH JUSTICE WORK PLAN 2002/2003

DECEMBER	JANUARY	FEBRUARY	MARCH
Budgets/WP for 02/03 FY	Budgets/WP for FY 02/03	Justice team meeting	Justice team meeting weekly
for Native Court Worker Position	for Dene Keh Position	Police and Staff 2	Police and staff 2
Justice team meeting	Police and staff 2	Dene Keh council & staff	Dene Keh Council & staff
Police and Staff 2	Dene Keh Council and Staff	JP Courts 2	JP Courts 2
Dene Keh Council & Staff	JP Courts 2	Dene Keh hearings	Dene Keh hearings
JP Courts 2	Dene Keh hearings	Directors meetings 2	Director's meetings 2

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Dene Keh hearings
Director's meetings 2
Interagency meeting
JP Court 2
Prepare training plan & facilitate for staff
Police board meeting
Clients
Monitor all files/ensure all files are updated
Status Report on Dene Keh
Recruit Dene Keh members

Director's meetings 2
Interagency meeting
Prepare training plan & facilitate for staff
Clients
Review workplan
Police board meeting
Monitor all files/ensure all are kept up to date
Recruit Dene Keh members

Interagency meeting
Prepare training plan & facilitate for staff
Clients
Review workplan
Police board meeting
Monitor all files/ensure all files are up to date
Recruit Dene keh members
Attend Justice coordinator meetings

Interagency meeting
Prepare training plan & facilitate for staff
Clients
Monitor all files/ensure all files are updated
Send quarterly reports to the appropriate gov.t
Prepare year end budgets and reports
Review workplan
Police Board meeting
Community Justice meeting
Recruit Dene Keh members
Prepare proposals for new year funding

CHRISTMAS BREAK

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Schedule C

BUDGET and PAYMENT SCHEDULE

PART A: BUDGET
April 1, 2002 to March 31, 2003

REVENUE:	
Yukon, Department of Justice	73,000
Canada, Department of Justice	73,000
Liard First Nation (In-kind)	27,900
TOTAL REVENUE:	<u>\$173,900</u>

EXPENDITURES:	
Salary & Benefits	
Director	44,000
Justice Worker	32,000
Secretary (partial contribution)	9,000
Benefits (15%)	12,750
Sub-total	97,750
Operations Expenses	
Administration Costs (15% of 146,000, in kind LFN)	21,900
Telephone/Fax	6,000
Advertising	650
Office Supplies	6,000
Rent (\$6,000 in kind LFN)	12,000
Elders Honorarium	6,000
Training	10,000
Travel	8,600
Community Meetings	5,000
TOTAL EXPENDITURES:	<u>\$173,900</u>

The contribution of the Yukon will be limited to the lesser of \$73,000 of the expenditures incurred, less monies received from sources other than those listed above.

PART B: PAYMENT SCHEDULE

1. First Payment of \$40,000 upon execution of this Contribution Agreement, see 3.2.1 of the Agreement.
2. Second Payment not to exceed \$22,050 on November 1, 2002, upon receipt and approval of the interim financial statement and interim written quarterly activity reports, see 3.2.2 of the Agreement.
3. Third and Final Payment not to exceed \$10,950 upon receipt and approval of the audited financial statement, third written quarterly activity report and final Project report, see 3.2.3 of the Agreement.

2. Relevant Documents, Studies and Practices – Other Northern Territories

2.1. A Framework for Community Justice in the Western Arctic – 1999²

- *Llard First Nation* - an active Family Group Conferencing/Justice Committee program is overseen by the Dena Keh Justice Committee in a location serving the largest criminal case-load outside of Whitehorse.

² Campbell Research Associates, Kelly & Associates, Smith & Associates, prepared for Government of Northwest Territories, Department of Justice, A Framework for Community Justice in the Western Arctic – June 1999

3. Relevant Documents, Studies and Practices – Other Canadian

4. Relevant Documents, Studies and Practices – USA

5. Relevant Documents, Studies and Practices – International