

MISSION COMMUNITY JUSTICE RESOLUTION AGREEMENT

BETWEEN

THE DISTRICT OF MISSION

AND

ROYAL CANADIAN MOUNTED POLICE

RESPECTING

**RCMP REFERRALS OF YOUNG PERSONS AND ADULT PERSONS,
PROVISION OF RELATED SERVICES AND SUPPORT
BETWEEN THESE TWO ORGANIZATIONS.**

ENTERED

LETTER OF AGREEMENT

BETWEEN:

Royal Canadian Mounted Police

(Hereinafter referred to as "RCMP")

AND

THE DISTRICT OF MISSION

(Hereinafter referred to as "MISSION")

WHEREAS:

- A.** MISSION provides services to community members of Mission, with respect to assisting community members to peacefully resolve conflicts, through a program known as RAP (Responsibility Accountability Peacemaking).
- B.** RAP provides services that bring together all parties affected by the commission of an offence by a young person, in order to assist the young person not to commit offences and to repair the harm caused by the offence;
- C.** RAP provides services that bring together all parties affected by the commission of an offence by an adult person, in order to assist the adult not to commit offences and to repair the harm caused by the offence;
- D.** RAP provides services to community members of Mission, with respect to assisting community members to peacefully resolve conflicts.
- E.** This Agreement is intended to facilitate the referral, by the RCMP, of young persons and adult persons to RAP in order that they may participate in and receive benefits of the services provided by RAP as detailed in this Agreement.
- F.** In accordance with the principles, objectives and requirements contained in the Youth Criminal Justice Act, S.C. 2002 c. 1 (the "Y CJ Act"), and specifically section 6, thereof, the RCMP may assess that in the case of certain young persons alleged to have committed certain offences, it is sufficient to refer the young person to a program or agency in the community that may assist the young person not to commit offences;
- G.** In accordance with the principles, objectives and requirements contained in the Criminal Code of Canada the RCMP may assess that in the case of certain adult persons alleged to have committed certain offences, it is sufficient to refer the adult person to a program or agency in the community that may assist the adult person not to commit offences;

SECTION 1 INTERPRETATION

In this Agreement each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it:

- a. **“Adult person”** means a person alleged to have committed an offence and who is eighteen years old and older, and includes any person who is alleged to have committed an offence.
- b. **“Authorized Employee”** includes a RAP Program Coordinator, trained Program Facilitators, staff members or volunteers who provide Program services dealing with young persons or adults referred by the RCMP;
- c. **“Authorized Purpose”** in relation to Protected Information means for the purpose of providing services to assist a young person not to commit offences, and specifically, to provide the services detailed in Schedule “A”, subject to the requirements and restrictions contained in the YCJ Act; in relation to Protected Information means for the purposes of providing services to assist adults not to commit offences and specifically, to provide services detailed in Schedule “A”;
- d. **“Personal Information”** means recorded information about an identifiable individual, in accordance with the definition contained in the *Freedom of Information and Protection of Privacy Act* R.S.B.C. 1996 c. 165 (the “FOIPP Act”) and the *Federal Privacy Act*;
- e. **“Program co-ordinator”** means the individual retained by the District of Mission responsible for overseeing the program or services offered through the District of Mission, RAP program and services.
- f. **“Protected Information”** includes Personal Information and means information concerning any offence or the investigation of any offence under the YCJ Act or any other enactment, alleged to have been committed by a young person, including the name of the young person and any information that would identify the young person, and includes, without limitation, any excerpts of, synopses or copies made of such information. Includes Personal Information and means information concerning any offence or the investigation of any offence under any enactment, alleged to have been committed by an adult, including the name of the adult and any information that would identify the adult, and includes, without limitation, any excerpts of, synopses or copies made of such information.
- g. **“RAP”** means the District of Mission, **Responsibility, Accountability Peacemaking** program or services, a restorative justice program for students intended to assist a student not to engage in misconduct as set out and described in **Schedule “A”** to this Agreement.
- h. **“RAP Restorative Response”** means the **MISSION RESTORATIVE RESOLUTIONS - RAP Restorative Response** program or services, a restorative justice program for young persons and/or adults intended to assist a young person and/or the adult not to commit offences, as set out and described in **Schedule “A”** to this Agreement.

- i. **“record”** includes any thing on which information is recorded or stored by graphic, electronic, mechanical or other means.
- j. **“Young person”** means a person alleged to have committed an offence and who is twelve years old or older, but less than eighteen years old, and includes any person who is alleged to have committed an offence while he or she was a young person.

SECTION 2 PROGRAM ADMINISTRATION

- 2.1 Mission, through District of Mission Committee of Council and the RAP Program Co-ordinator will administer the terms and conditions of this Agreement, including all aspects of the delivery of services provided for within this Agreement.

SECTION 3 REFERRAL OF YOUNG PERSONS AND ADULT PERSONS

- 3.1 The RCMP will assess the eligibility and suitability of young persons, in accordance with the criteria set out in the YCJ Act, for referral to RAP. The RCMP will assess the eligibility and suitability of adults, for referral to RAP. Consideration for suitable referrals by the RCMP will relate to assessing the acceptance of responsibility by the person alleged to have committed an offence and their willingness to participate in a restorative process, identification and willingness of a victim(s) participation in a restorative process, the level of the offence alleged to have taken place in accordance with the YCJA and the person’s history. Consultation by the RCMP with RAP Program staff is encouraged prior to determining the suitability of referrals to RAP.
- 3.2 RAP agrees to accept referrals from the RCMP, of young persons assessed by the RCMP to be eligible and suitable in accordance with the criteria set out in the YCJ Act and who consent to participate in RAP Restorative Response. RAP agrees to accept referrals from the RCMP, of adults assessed by RCMP to be eligible and suitable, and who consent to participate in RAP Restorative Response.
- 3.3 The RCMP will provide RAP with Information, which may include Protected Information regarding young persons, necessary for RAP to makes its own assessment as to the suitability of the young person for participation in its Program. Protected Information will be provided by the RCMP subject to and in accordance with the requirements of the YCJ Act, Federal Privacy Act, the Provincial Privacy Act and RCMP Policy. The RCMP will provide RAP with Information, which may include Protected Information regarding adults,, necessary for RAP to makes its own assessment as to the suitability of the person for participation in its Program. Protected Information will be provided by the RCMP subject to and in accordance with the requirements of the Federal Privacy Act, Provincial Privacy Act and RCMP Policy.

3.4 RAP retains the right to refuse any young person or adult referred by the RCMP, on the basis of RAP's own assessment as to the suitability or Program capacity.

3.5 RAP agrees to accept from the RCMP an annual program capacity of 30 referral intakes.

SECTION 4 PROGRAM STAFFING

4.1 RAP agrees to appoint a Program Coordinator and trained volunteer Program Facilitators. All Facilitators shall be trained in Victim-Offender Mediation, Restorative Justice Conferencing and Circles.

4.2 RAP shall, in accordance with the Criminal Records Review Act, undertake a criminal record check with respect to each Program Facilitator, RAP staff member and volunteer who provides Program services or in any manner works with, young persons and/or adult persons referred by the RCMP, or who has access to Protected Information.

SECTION 5 PROGRAM DESCRIPTION AND DETAILS

5.1 RAP agrees to engage RCMP referred young persons and adults in the Restorative Response program, and will provide the component services of the Program, as set out and detailed in the "MISSION RESTORATIVE RESOLUTIONS - RAP Program" attached as **Schedule "A"** to this Agreement.

SECTION 6 OWNERSHIP, MANAGEMENT AND SECURITY OF RCMP DISCLOSED RECORDS AND PROTECTED INFORMATION

6.1 The RCMP agrees to provide RAP with Protected Information about young persons and/or adults referred to RAP Program for the sole purpose of allowing RAP to engage the young person and/or adults in the Program.

6.2 RAP acknowledges that the use and disclosure of any Protected Information received from the RCMP is subject to the provisions of the YCJ Act, and furthermore, that any use or disclosure by a person not in accordance with the YCJ Act constitutes an offence under that Act.

6.3 RAP shall take all responsible steps to ensure that only Authorized Employees are given access to records provided by the RCMP containing Protected Information and that access is only given to permit Authorized Employees to carry out their Program duties.

- 6.4 RAP is not required to notify or consult with the RCMP in advance of using Protected Information for Authorized Purposes.
- 6.5 RAP shall require and ensure that every Authorized Employee is bound by confidentially Agreements restricting their use and disclosure of any Protected Information provided by the RCMP.
- 6.6 RAP shall ensure that any recorded information obtained from the RCMP containing Protected Information remain on the premises of RAP, unless such records are being transported to and from the RCMP.
- 6.7 Whenever records containing Protected Information received from the RCMP are not in specific use in relation to the Program, RAP shall secure the records in a locked cabinet.
- 6.8 RAP agrees to keep all records containing Protected Information segregated from other documents to the extent it is practical to do so.
- 6.9 RAP will keep the RCMP advised at all times of the location of premises at which RAP is keeping records containing Protected Information obtained from the RCMP.
- 6.10 RAP shall return all records provided by the RCMP containing Protected Information in relation to a specific referred person, no later than 90 days after RAP considers the person's participation in the Program to be completed, or in any event, immediately upon termination of this Agreement.
- 6.11 RAP agrees that all records received or obtained from the RCMP remain the property of the RCMP and will be immediately returned to the RCMP upon request. RAP waives any moral rights, which RAP or any of their employees may have in the RCMP records, in favour of the RCMP.
- 6.12 RAP will comply with any request from the RCMP in relation to the management or return of records received from the RCMP, necessary for the RCMP to comply with its duties under the FOIPP Act or other applicable laws.
- 6.13 RAP agrees not to permit the destruction of any records received from the RCMP without the prior written consent of the RCMP, except where required by applicable law.

SECTION 7 OWNERSHIP AND MANAGMENT OF RAP RECORDS

- 7.1 RAP and the RCMP agree to create and maintain adequate and reasonable information systems to enable the provision of component services necessary for the Program.

- 7.2 RAP agrees to create and maintain records documenting the Program participation, progress and outcome of every person referred by the RCMP and to make such records available to the RCMP for inspection on request. Such records will not include records containing Protected Information received by RAP from the RCMP.
- 7.3 RAP will ensure security measures are taken for all Protected and Unprotected Information regarding the program. This will include but is not limited to, file security, building security and confidentiality.

SECTION 8 MANAGEMENT OF REQUESTS AND APPLICATIONS FOR THE PRODUCTION OF RECORDS

- 8.1 The parties acknowledge that any records received from the other are received in confidence and they will not permit disclosure of the others party's Documents without the prior written consent of the other party, except in accordance with this Agreement or where required by law.
- 8.2 A party receiving a subpoena or other application for a court order to complete production of records supplied by the other party, shall immediately notify the other party and provide details of the records or Protected Information to which the subpoena or other court application refers.
- 8.3 A party receiving a request pursuant to the FOIPP Act or pursuant to private sector personal information protection legislation (for example, Bill 39 – 2003, the Personal Information Protection Act), having the effect of requiring a party to disclose records produced by the other party, whether containing Protected Information under Federal or Provincial Legislation or not, shall forthwith notify the party of the request and shall as soon as practicable, and if not prohibited by law, return the requested records to the party.
- 8.4 This section remains in force after this Agreement ends.

SECTION 9 REPORTING

- 9.1 RAP will periodically provide the RCMP with summary reports outlining the progress of individual RCMP referred persons in RAP Program.
- 9.2 Upon the conclusion of RCMP referred person's participation in the Program, RAP will provide the RCMP with a concluding report detailing the results of the person's participation in the Program and the results of the restorative process.

9.3 RAP will submit an annual report to the RCMP detailing the following information, as well as other information RAP considers or the parties agree to be relevant to assessing the performance of the Program:

- The quantity of services, by hours and meetings, number of sessions and any variance from expected and contracted deliverables; and
- A description of the clients who used the services during the year by total number, gender, age and any other demographics relevant to the purposes and goals of the services.
- The annual reporting time period will include the period, April 1 – March 31. With the annual report being delivered to the RCMP on or before April 30.

SECTION 10 DISPUTE RESOLUTION

10.1 Any disputes concerning the interpretation of this Agreement will be resolved through consultation between the designated representatives of the signatories to this Agreement.

SECTION 11 REVIEW, AMENDMENT, TERMINATION AND EXCECUTION

11.1 This Agreement shall remain in force for a period of two years from the latter date of signatures below, unless subject to prior termination by either party.

11.2 This Agreement may be renewed or extended at any time by written Agreement and the signatures of the parties.

11.3 This Agreement shall be reviewed by the parties on or before the 6 month anniversary of its signing and may also be reviewed and discussed periodically by designated representatives of the RCMP and RAP and can be amended at any time by mutual agreement of both parties. All amendments shall be made in writing and signed by both parties.

11.4 The Parties agree to meet periodically to review the Program and any other issues of mutual concern, including the following:

- Program elements, including hours of operation;
- Access Criteria;
- Intake and Referral Processes;
- Exceptions to normal practice;
- Critical Incident reporting procedures;
- Issues Management; and
- Program Liaison.

- 11.5 Either party will advise the other, as soon as practical, in the event that its policies or procedures change in a manner affecting this Agreement or RAP program, and any required amendment to this Agreement or the Program that results will only be made with the consent of both parties, in writing, and in accordance with this paragraph.
- 11.6 Either party to this Agreement may terminate participation in this Agreement upon provision of seven (7) days written notice to the party of the intention to terminate this Agreement. The RCMP may immediately terminate this Agreement if RAP uses or discloses RCMP supplied Protected Information for anything other than an Authorized Purpose.
- 11.7 This Agreement states the wishes of the parties in relation to the referral of young persons and adult persons by the RCMP, the provision of services by RAP to young persons and adult persons referred, and the disclosure, collection and use of Protected Information. However, this Agreement is not a legally binding document.

SECTION 12 FUNDING TRANSPARENCY

- 12.1 On request, RAP shall disclose to the RCMP all sources of funding RAP receives to operate the Program or any other program offered by RAP.

SECTION 13 INSURANCE REQUIREMENTS

- 13.1 Mission and the RCMP mutually covenant and agree to indemnify and save harmless each for the other against any and all manner of liability, actions, causes of action, prosecution, claims, fines, demands, damages, losses, costs or expenses for property damage, personal injury including death in any way occurring, or for breach of any bylaw, statute, regulation, and by whosoever made brought or prosecuted, which either party may sustain or be put to, in any manner based upon, occasioned by, or attributable to the execution of this Agreement, or arising out of any conduct of the contractor, its agents, invitees, or servants related to the execution of this Agreement. The obligations in this clause shall survive any expiry, termination, or completion of the Agreement, anything to the contrary notwithstanding. Prior to commencement of the works defined in this Agreement, the contractor will provide to Mission and the RCMP, proof of comprehensive general liability insurance in the amount of at least \$2,000,000 per occurrence in respect of any prosecution, injury or death to one or more persons, or property damage occurring as a result of any activities on the part of the contractor related to the completion of the works defined in this Agreement. Mission will be named as an additional insured on this policy.

SECTION 14 INTERAGENCY COLLABORATIVE SUPPORT

14.1 The RCMP have agreed to provide the following support to RAP:

- Commitment by all RCMP members in supporting the Vision, Mission, Values and Guiding Principles of RAP as outlined in Appendix B.
- Support of RAP through the appointment of an ongoing RCMP member as a RAP Committee member.
- Provision of criminal records checks for all staff and volunteers engaged in services provided by RAP to the community of Mission.
- Interview, office and conferencing space, as needed by RAP to provide Restorative Response processes for young persons and adult persons referred to RAP.
- RCMP will prepare Unit Supplements regarding Detachment Policy.

14.2 RAP have agreed to provide the following specific support to the RCMP:

- Commitment to supporting the staff and volunteers of RAP living the Vision, Mission, Values and Guiding Principles and the Service Commitments of RAP as outlined in Appendix B.
- Providing ongoing training sessions for RCMP members, and orientation for new or transferring members, as it relates to restorative justice practices and processes in the community of Mission.
- Ongoing attendance at Watch Briefings by a RAP staff member, to assist with raising the profile and sharing information on RAP Program.

SECTION 15 WAIVER

15.1 No action or failure to act by either party shall constitute a waiver of any right provided to that party under this Agreement nor shall any such action or failure to act constitute an approval or acquiescence in any breach there under, except as may be specified in writing.

SECTION 16 FEES

16.1 The parties agree that no fees or charges will be assessed against the other for referrals made and services provided under the terms of this Agreement.

SECTION 17 NOTICE

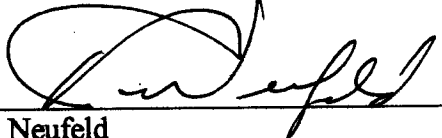
17.1 All notices or communication provided for in this Agreement shall be in writing and be mailed or delivered. For the purposes of delivery of notice, the addresses for delivery are:

Officer In Charge
Inspector P. Walsh
Royal Canadian Mounted Police
7171 Oliver Street
Mission, British Columbia
V2V 6H2
Tel. No.: 604-826-7161
Fax No.: 604-820-3548

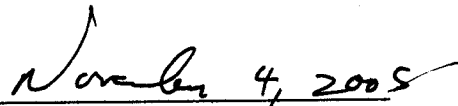
Director of Corporate Administration
D. Clark
District of Mission
8645 Stave Lake Road
Mission, British Columbia
V2V 4L9
Tel. No.: 604-820-3700
Fax No.: 604-826-1363

17.2 Any notice given by mail shall be deemed to have been given forty-eight (48) hours after the time it is posted.


This Letter of Agreement shall become operational upon the signing of this Agreement by the appropriate designated representative from each party.



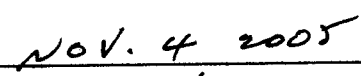
A. Neufeld
Mayor
District of Mission
Mission, British Columbia




Date



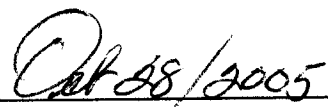
D. Clark
Director of Corporate Administration
District of Mission
Mission, British Columbia



Date



Inspector P. Walsh
Officer In Charge
Royal Canadian Mounted Police
Mission, British Columbia



Date

Schedule "A"

RAP Responsibility Accountability Peacemaking

1. Program Description

This community based service is a restorative resolution program that brings together all parties affected by a harm caused through the commission of a crime or for those in conflict with other person(s), in order to repair the harm caused or resolve the conflict.

The program is founded on the belief that a restorative justice process seeks to create peace in communities by reconciling parties and repairing injuries caused by a crime or dispute, where obligations exist to make things right.

The program is geared toward both young persons as defined in the YCJ Act who are alleged to have committed a criminal offence in Mission for which they could be charged and adult persons who are alleged to have committed a criminal offence in Mission for which they could be charged.

It is understood and intended that the RCMP will only refer young persons to RAP at the pre-charge level and in accordance with the suitability and eligibility criteria contained in the YCJ Act. It is understood and intended that the RCMP will only refer adults to RAP at the pre-charge level, in accordance with restorative interventions.

2. Desired Program Outcomes

The Victim Offender Mediation, Community Conferencing and Circle restorative resolution program intends to:

- Increase the number of persons accepting full responsibility for their behaviour including active participation in resolution;
- Increase the opportunity for persons harmed by a criminal act, to express their feelings and to participate in resolution mechanisms;
- Increase the positive outcomes from a restorative response process, including restoration of peace between persons who have harmed and persons harmed.
- Increase the capacity of persons to peacefully resolve conflict.

RAP does not warrant that the desired outcomes will be achieved.

3. Program Participation

If referrals are deemed suitable the Coordinator will assign the referral to a trained volunteer to complete a restorative response process.

4. General

RAP will provide all necessary components for delivery of the programs delineated below, including sufficient qualified program staff, administrative support premises, materials and equipment.

5. Operating Principles

RAP considers as it "clients", any referred persons, victims, families, their representatives, other support service providers, and authorities involved. The following operational principle will apply to the provision of the component services of the Program:

- Clients, whether their needs are simple or complex, short or long term, will receive timely, appropriate, and effective assistance that respects and promotes their independence and self determination within the limits of the available resources.

6. Advocacy

Advocacy includes a client's right for their views to be heard and considered in decisions affecting them and that no person will take retributive action towards another or a client as a result of that person supporting the client's or the client's representative's expression of the client's views.

7. Cultural Competency

RAP will, and will require all clients and participants in the Program to demonstrate an understanding and commitment to cultural competency and ensure cultural competency principles and practices are incorporated into the delivery of the Program's component services. The parties agree to work within the framework provided by the Human Rights Act and the Multiculturalism Act for the provision of services.

8. Religious Belief or Religious Affiliation

RAP will ensure that clients will be entitled to independence from religious beliefs or religious affiliations.

9. Client Complaint Resolution

In keeping with RAP's Values and Guiding Principles, the RAP Program Coordinator, and if necessary the District of Mission, Director of Corporate Administration, will seek to resolve client complaints about the delivery of RAP program component services. RAP will comply with the Province's complaint process when a client complainant requests a formal review under the complaint review process of the Ministry for Children and Family Development.

10. Rights of Children in Care

Where RAP is providing services to children in care under the Child, Family and Community Services Act, RAP will provide those services in a manner consistent with the rights of children recognized under that Act to:

- Be involved in decisions that affect them;
- Have their language and culture respected;
- Know about and be helped in contacting the Child, Youth and Family Advocate;
- Speak in private to family and friends (if they want to and it is safe), or to a lawyer, the Ombudsman or the Child, Youth and Family Advocate.

Schedule "B"

Mission Restorative Resolutions - RAP

Vision

Mission Restorative Resolutions - RAP aspires to be a community-based service that supports, promotes and practices holistic processes and values intended to establish community connectivity, understanding and safety.

Mission

Our mission is to build a safer community through connecting, caring and restoring.

Values

Our values are considered to be *ways of being* which we as individuals and as a committee hold ourselves accountable to be:

Inclusive

Ethical

Safe

Respectful

Humble

Guiding Principles

Our guiding principles are the ways we seek to aspire to our Vision, achieve our Mission and express our values.

That, as a service we are committed to:

- ❖ being community driven vs. institutionally represented
- ❖ developing and maintaining relationships with all stakeholders in our community; and operating as a collaborative interagency model
- ❖ acknowledging and addressing, to the best extent possible, the underlying factors and influences in the person's life which led to the incident of harm and/or conflict
- ❖ seeking to facilitate healing and understanding as optimal outcomes
- ❖ providing a demonstrable benefit to the community
- ❖ promoting the resolution of conflict and/or incidents of harm through dialogue and in a manner which is consistent with the principles of restorative justice
- ❖ supporting and educating members of the community to recognize their responsibility for creating harmonious, inclusive and peaceful relationships, and taking an active role in resolving conflicts which occur within it
- ❖ recognizing the needs of all affected people and addressed in the resolution of crime and/or conflict.
- ❖ providing restorative resolution learning opportunities for volunteers, committee members and community members at large
- ❖ making the best decisions we can with the information at hand
- ❖ identifying the gifts and strengths in our community and seeking to address community needs.