Agenda - Executive Policy Committee - December 11, 2002

2. Agreement with the Solicitor General of Canada regarding funding for Phase 1 of the Pilot Project, entitled "5th Season - The Healing Season"
Files GL-9 (Vol. 19) and GF-2 (Vol. 55)

ADMINISTRATIVE RECOMMENDATION:

That the City of Winnipeg enter into an agreement with the Solicitor General of Canada to participate in a pilot project entitled, 5th Season - The Healing Season, delivered by Susan Aglukark to students across Northern Manitoba and Winnipeg.

Re:	**Agreement with the Solicitor General of Canada regarding funding for Phase I of the pilot project, entitled, 5th Season – The Healing Season**
For submission to:	**Executive Policy Committee**
Original report signed by:	**CHIEF J.J. EWATSKI**
Report date:	**December 6, 2002**
In camera item:	**NO**

Recommendation(s):

That The City of Winnipeg enter into an agreement with the Solicitor General of Canada to participate in a pilot project entitled, 5th Season – The Healing Season, delivered by Susan Aglukark to students across Northern Manitoba and Winnipeg.

Report Summary

Key Issues:

- Approval is required for the City of Winnipeg to enter into an agreement with the Solicitor General of Canada, for funding towards the costs associated with Phase I of a pilot project entitled, 5th Season: The Healing Season.

- 5th Season: The Healing Season is a pilot project developed and delivered by Susan Aglukark, with the goal and intent of creating a workshop environment in which student participants feel free to contribute, ask questions, make suggestions and share ideas.

- A WPS Constable, who has been seconded to the Federal Youth Justice since May 2002, has a direct role in this project. This Constable is responsible for organizing the funding for the pilot project and coordinating all facets of the project in Winnipeg. This Constable will also accompany Susan Aglukark and her soundman/road manager to all schools involved.

- The Solicitor General of Canada agrees to contribute to the City of Winnipeg a sum not to exceed $52,152 for the purposes of this project. This money will be used for creative fees, production fees, air travel, and ground transportation, accommodation and workshop materials.

- The Winnipeg Police Service (WPS), through the Community Services, School Resource Programs, have been delivering programs that touch on many of the issues that Susan Aglukark openly discusses. The Police supply information in a matter of fact fashion, where Susan Aglukark does it from her experiences. She is also Inuit, relates better to Aboriginal youth and is seen as a role model. She has celebrity status, which causes students to sit up and take notice of her message.

Implications of the Recommendation(s):

General Implications

√ None

ð For the organization overall and/or for other departments

ð For the community and/or organizations external to the City of Winnipeg

ð Involves a multi-year contract

Comment:

Policy implications

√ No

ð Yes

Comment:

Financial Implications

V Within approved current and/or capital budget

ð Current and/or capital budget adjustment required

Comment: Expenses for this program will be totally cost recovered from the Federal Government

Report

Recommendation(s):

That the City of Winnipeg enter into an agreement with the Solicitor General of Canada to participate in a pilot project entitled, 5th Season – The Healing Season, delivered by Susan Aglukark to students across Northern Manitoba and Winnipeg.

Reason for the report:

Approval is required to enter into agreements with other levels of government or outside agencies.

History/Discussion:

In 2001 Susan Aglukark developed a pilot project, 5th Season: The Healing Season, with the goal and intent of creating a workshop environment in which student participants feel free to contribute, ask questions, make suggestions and share ideas.

A WPS Constable, who has been seconded to the Federal Youth Justice since May 2002, has a direct role in this project. This Constable is responsible for organizing the funding for the pilot project and coordinating all facets of the project in Winnipeg. This Constable will also accompany Susan Aglukark and her soundman/road manager to all schools involved

This is a two-phase program offered at different times of the school year (September/October and January/February), which aims to provide the youth of four selected remote communities in Northern Manitoba and urban Aboriginal youth in three Winnipeg schools, with a positive message of hope and healing through music, discussion, and follow-up support. Susan Aglukark will be using her music and her own life experiences to encourage a dialogue with students about some of the social issues facing youth today.

The Solicitor General of Canada agrees to contribute to the City of Winnipeg a sum not to exceed $52,152. This money will be used for creative fees, production fees, air travel, and ground transportation, accommodation and workshop materials.

Details of the Agreement:

The City of Winnipeg agrees to use this contribution only in support of 5th Season: The Healing Season project and the Agreement requires the WPS Constable involved to provide a final report in accordance with the mandatory reporting guidelines, due on or before March 31, 2003.

The Agreement requires that the WPS Constable involved will provide a financial statement for the period from August 15, 2002 to March 31, 2003, showing the complete disposition of funds related to the projects, including expense reports/accounting summaries, due on or before March 31, 2003.

In the event that monies advanced exceed approved costs incurred, the City of Winnipeg agrees to return to the Solicitor General of Canada forthwith; an amount equal to the surplus funds not expended or accounted for.

The terms and conditions of this Agreement will come into effect on signature and will cover the period from August 15, 2002 to March 31, 2003.

Project Name: 5th Season-The Healing Season

Date:December 2, 2002 First Year of Program **2003**

	2003	2004	2005	2006	2007
Capital					
Capital Expenditures Required					
Less: Existing Budgeted Costs					
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal					
Debt - External					
Grants (Enter Description Here)					
Reserves, Equity, Surplus					
Other - Enter Description Here					
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ 52,152				
Less: Incremental Revenue/Recovery	52,152				
Net Cost/(Benefit)	$ -	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts					
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: This program will have no impact on mill rate.

G. Hammond
Manager of Finance/Controller

In preparing the report, there was consultation with and concurrence by:

This Report Submitted By:

Department: Winnipeg Police Service
Division: Organizational Development and Support Division
Prepared by: Danielle Martin/S765
File No.: 02-210

340 Laurier Avenue West
Ottawa, Ontario
K1A 0P8

September 16, 2002

Our File: 1515-02-WI /551

Winnipeg Police Service
P.O. Box 1680
Winnipeg, Manitoba
R3C 2Z7

ATTENTION: Jack Ewatski, Chief of Police

Dear Chief Ewatski:

This letter, upon being countersigned by an authorized representative of the Winnipeg Police Service, will constitute an agreement between Her Majesty the Queen in right of Canada represented by the Solicitor General of Canada (hereinafter referred to as the "Minister") and the Winnipeg Police Service (hereinafter referred to as the "Winnipeg Police Service") under the following terms and conditions.

1.0 CONTRIBUTION

1.1 The purpose of this contribution is to provide funding towards the costs associated with Phase I of a pilot project entitled, *5th Season: The Healing Season*, which aims to provide the youth of four selected remote communities in northern Manitoba and urban Aboriginal youth in three Winnipeg schools with a positive message of hope and healing through music, discussion, and follow-up support. Implemented in partnership with recording artist Susan Aglukark, the RCMP, the Province of Manitoba and community leaders and professionals, this program strives to instill positive values of self-esteem, confidence and self-worth in the face of the mounting social problems in First Nations communities.

1.2 Subject to the terms and conditions of this Agreement and solely for the purpose set out above, as indicated in the estimated budget outlined in section 2, the Minister agrees to contribute to the Winnipeg Police Service a sum not to exceed $52,152, which shall be paid as follows:

(a) a sum of $39,114 will be paid upon signing this Agreement;

(b) a sum of $7,822.80 will be paid on September 27, 2002; and

(c) a sum not to exceed $5,215.20 will be paid upon receipt and acceptance of an evaluation report and financial statement in accordance with section 3.1(b) and section 3.1(c).

1.3 The Minister acknowledges release of this payment and the Winnipeg Police Service acknowledges receipt of this amount.

1.4 This contribution is subject to an appropriation by the Parliament of Canada as provided in Section 40 of the *Financial Police Commission Act* R.S. 1985, c.F-11.

1.5 In no event shall the Minister be required pursuant to this Agreement to pay more than $52,152 to cover the costs associated with the project outlined in Section 1.1.

2.0 BUDGET

Estimated Expenses

Creative fees (includes CD musical catalogue, SA & technician fees, per diems, logistical advancing and office support)	$35,000.00
Production fees (PA system rental and lodging)	$ 2,500.00
Air travel	$ 1,000.00
Ground transportation	$ 775.00
Accommodation	$ 4,022.70
Workshop materials	$ 8,855.00
TOTAL	$52,152.70

Revenue

Solicitor General of Canada	**$52,152.00**

3.0 RESPONSIBILITIES OF THE WINNIPEG POLICE SERVICE

3.1 The Winnipeg Police Service agrees:

(a) to use this contribution only in support of the project outlined in Section 1.1;

(b) to provide a final report in accordance with the guidelines set out in Appendix "A", due on or before March 31, 2003;

(c) to provide a financial statement for the period from August 15, 2002 to March 31, 2003, showing the complete disposition of funds related to the projects outlined in Section 1.1, including expense reports/accounting summaries, due on or before May 31, 2003;

(d) to keep proper accounts and records of the expenditures incurred as well as invoices, receipts and vouchers relating thereto; such accounts, records, invoices, receipts and vouchers shall at all times be open to audit and inspection by the authorized representatives of the Minister (who may make copies thereof and take extracts therefrom) and the Winnipeg Police Service shall afford all facilities for such audits and inspections and shall furnish the Minister and his authorized representatives with all such information as he may, from time to time, require with reference to such accounts, records, invoices, receipts and vouchers; non adherence to minimum accounting standards as outlined above could cause termination of the Agreement;

(e) in the event that monies advanced exceed approved costs incurred, the Winnipeg Police Service agrees to return to the Minister forthwith, an amount equal to the surplus funds not expended or accounted for.

4.0 DURATION

4.1 The terms and conditions of this Agreement will come into effect on signature and will cover the period from August 15, 2002 to March 31, 2003.

5.0 AUTHORITY

5.1 The Minister's authority to deal with the provision of Aboriginal policing services is Order in Council P.C. 1992-270 dated February 13, 1992.

6.0 CONFLICT OF INTEREST

6.1 The Winnipeg Police Service will not perform a service for, provide advice to or give or sell property to any person or corporation where the performance of the service, the provision of advice or the giving or selling of property may or does, in the reasonable opinion of the Minister, give rise to a conflict of interest between the obligations of the Winnipeg Police Service under this Agreement and the obligations of the Winnipeg Police Service to such other persons or corporations.

6.2 Should an interest be acquired by the Winnipeg Police Service during the life of the Agreement that would cause or seem to cause a conflict of interest, the Winnipeg Police Service shall declare it immediately to the representatives of the Minister.

6.3 The Winnipeg Police Service confirms that no current or former holder of a public office in the Government of Canada will obtain any direct benefit from this Agreement or, that, if he or she does, he or she has satisfied the requirements of the Conflict of Interest Code governing employees who are in or who have left the Public Service.

7.0 INDEMNIFICATION

7.1 The Winnipeg Police Service shall indemnify and save harmless the Minister and his respective employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses or liabilities that may arise directly or indirectly out of

any act, omission or delay on the part of the Winnipeg Police Service's members, employees, officers or agents, in the performance of this Agreement. The Minister shall not be responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Winnipeg Police Service, its members, employees, officers or agents in the performance of this Agreement. Such indemnity shall survive the Agreement.

8.0 NON-EMPLOYMENT

8.1 It is agreed and understood that personnel employed as a result of this Agreement are and will remain persons providing independent services to the Winnipeg Police Service and nothing in this Agreement is to be read or construed as conferring upon the Winnipeg Police Service, its officers, employees, agents or contractors the status of officer, employee, servant or agent of, or partner or joint venture with the Minister.

9.0 TERMINATION

9.1 In addition to any other remedy or remedies available to the Minister, if the funds are not used for approved purposes or if the Winnipeg Police Service breaches any provision of this Agreement, the Minister may, at his option, terminate this Agreement by giving ten (10) days written notice of termination to the Winnipeg Police Service.

9.2 Upon termination of this Agreement by any of the Parties, the Winnipeg Police Service shall refund to the Minister all unexpended funds within ten (10) days of the termination of this Agreement. In such a case, the Minister will not be under any further obligation to the Winnipeg Police Service except to pay for any costs that are, in the opinion of the Minister, reasonably related to the termination of this Agreement.

10.0 AMENDMENT

10.1 This Agreement may be amended, altered or added to only by written agreement between the Parties which agreement is supplemental to this Agreement and thereafter forms part of this Agreement.

11.0 ASSIGNMENT

11.1 This Agreement and the benefits arising from it are not assignable, except with the prior consent of the Minister which consent may be withheld by the Minister in his sole discretion or given subject to such terms and conditions as the Minister may impose.

12.0 WAIVER OF TERMS

12.1 A waiver of any failure to comply with any term of this Agreement must be in writing and signed by the aggrieved party.

12.2 Each waiver must refer to the specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

12.3 The failure of any party to complain about a default of the terms and conditions of the Agreement shall not be construed as a waiver, irrespective of how long such failure to act continues.

13.0 BANKRUPTCY

13.1 If the Winnipeg Police Service shall be declared insolvent or bankrupt, or if a trustee in bankruptcy or similar officer or a receiver is appointed for the Winnipeg Police Service, then the Minister may, at his option, upon ten (10) days written notice to the Winnipeg Police Service, terminate this Agreement and shall thereupon be relieved from all liabilities thereunder.

14.0 GENERAL

14.1 All references in this Agreement to the “Minister” shall be interpreted so as to include, where appropriate, the Minister's duly authorized representative(s).

14.2 In this Agreement wherever the singular or masculine is used it will be construed as if the plural or feminine, as the case may be, had been used where the context or the parties hereto so require.

14.3 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

14.4 This Agreement will be governed by and construed in accordance with the laws of Manitoba.

14.5 Pursuant to Section 38 of the *Parliament of Canada Act*, it is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

14.6 Any information collected by the Minister pursuant to this Agreement is subject to the rights and safeguards provided for in the relevant federal and provincial legislation relating to the freedom of information and protection of privacy.

14.7 All representations, warranties, covenants and limitations of liability in this Agreement shall continue in full force and effect after the termination or expiry of this Agreement.

14.8 The Parties agree that this Agreement shall not serve to recognize, define, affect or limit Aboriginal rights or to recognize, create, define, affect or limit treaty rights. The parties further agree that this Agreement is not intended to be, and shall not be interpreted to be, an agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982* and is made without prejudice to the positions taken by either party with respect to Aboriginal rights or titles.

The above terms and conditions are hereby accepted.

_____Date:_____

Peter Fisher **)**
Director General **) FOR THE SOLICITOR GENERAL**
Aboriginal Policing Directorate **) OF CANADA**

The above terms and conditions are hereby accepted.

Signed on behalf of the Winnipeg Police Service as represented by

_____Date: _____

Jack Ewatski
Chief of Police

Appendix A

Mandatory Reporting Guidelines

Federal government departments and agencies are required to focus on the achievement of results obtained through contributions and to report them in simple and understandable terms. Accordingly, the recipient of a contribution must **measure and report** on the impact that the initiative has had on the target community.

In order to assess the impact and to determine if expected results have been achieved, it is necessary to identify meaningful **indicators and measures** at the outset of the initiative. It is also useful to identify the **data source** and how the required information will be **collected**.

The following chart outlines some basic indicators and measures that **must be included in the final report**. Please include any additional relevant measures specific to the initiative. The method of collecting the required information is flexible and should be determined based on the method most appropriate for your community or the specific initiative. While some of the required information will be readily available, other data may necessitate the implementation of a simple data collection strategy such as a client feedback survey.

If you require further assistance with the preparation of this final report, please contact SGC officials (regional or Headquarters).

Actions / Measures	Indicators
1. Description of crime prevention activity	• Youth at-risk, capacity building, youth diversion, etc.? • Specific focus, i.e. family violence, substance abuse, youth gang, etc.?
2. # of target group engaged vs. % of total population	• What is the target group? ➢ Youth, families, community at large? ➢ Specific community members? ➢ Other participants? • What is the level of participation?
3. Description of police / community partnership	• Were any formal linkages / networks improved? • Were any new linkages established? • Are the linkages expected to continue beyond the initiative? How? • Has, or could, this initiative result in future initiatives between police and community?

4. Level of awareness, understanding, skills, knowledge	• What information awareness sessions / workshops took place? • What tools were developed? • Have participant awareness, understanding, skills and knowledge improved? • Has this initiative raised the community awareness of the First Nations Policing Program? • Requests to repeat this community initiative? • Planned follow-up?
5. Behavioral changes	• How has this initiative contributed to the public security of the community? • Changes in frequency / type of youth related crimes, etc.?
6. Client Satisfaction	• Would participants recommend participation in a similar initiative to others? • Would participants consider future participation in like initiatives? • Would the community consider internally planning a similar initiative in the future? Please describe.
7. Community perception	• Do community members feel that there has been an impact? Is the community safer? • How has this initiative changed the community's view of police serving your community?
8. Increased community capacity	• Has community capacity to prevent crime increased? How? i.e. community volunteer organizations established, youth activities planned to be ongoing, etc.? • Police / community committee developed? Community network established, links with other organizations? • Continuation of focused activities by community?
9. Lessons learned / enhanced knowledge	• Tools developed, strategies that could be applied elsewhere? • Where did project not have desired impact and how could it be improved next time? • Planned initiatives for future development? • How were results measured? Describe any identified best practices.