

**COUNTY OF RENFREW**

**BY-LAW NUMBER 26-00**

**A BY-LAW TO SET OUT CONFLICT OF INTEREST GUIDELINES  
FOR MUNICIPAL ELECTED OFFICIALS AND EMPLOYEES**

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WHEREAS the administration of the Provincial Offences Court by the County of Renfrew pursuant to the Transfer Agreement must be conducted in accordance with fundamental principles of justice, which include judicial and prosecutorial independence, fairness, impartiality, competence and integrity; and

WHEREAS these guidelines shall apply to all elected representatives for the County of Renfrew, and all officials and staff of the County of Renfrew;

NOW THEREFORE, the County of Renfrew agrees to implement and adhere to the Conflict of Interest Guidelines (the "Guidelines") as set out below on behalf of our elected representatives and staff for all matters relating to the administration of Provincial Offences Court in the Court Service Area of the County of Renfrew;

**SECTION 1.0 - DEFINITIONS**

"POA Supervisor" means a person who, in the execution of his or her office or employment, is engaged in the administration of court functions, including the performance or supervision of the functions of the clerk of the court, clerk monitor, trial co-ordinator, and office administrative functions;

"Prosecutor" means a person acting on behalf of the municipality pursuant to the Transfer Agreement in prosecuting proceedings before the courts under the *Provincial Offences Act* or the *Contraventions Act* (Canada).

**SECTION 2.0 - APPLICATION**

2.1 These Guidelines shall apply to all elected representatives, officials and staff of the County of Renfrew, and to persons contracting with the County of Renfrew for the performance of services under the Transfer Agreement.

**SECTION 3.0 - OATH OF OFFICE**

3.1 Every POA Supervisor shall swear or affirm the oath as set out in Schedule A of these Guidelines.

3.2 Every Prosecutor shall swear or affirm to the oath as set out in Schedule B of these Guidelines and paragraph 2.4 of Schedule 1 of the Memorandum of Understanding.

## **SECTION 4.0 - GENERAL GUIDELINES**

### **Guiding Principles - Memorandum of Understanding**

The independence of the judiciary shall be preserved. (Section 2.1.1).

The confidence of the public in the justice system must be maintained through every effort by all parties. To this end, open access to the system and a fair and timely process must be assured. (Section 2.1.2)

The fundamental tenets of procedural fairness and natural justice shall be affirmed and upheld. (Section 2.1.3)

The entire justice process, from the laying of charges through to final disposition of appeals, shall continue to operate independently and free from political intervention. (Section 2.1.7)

### **Guidelines**

4.1 No person shall attempt to influence or interfere, financially, politically or otherwise with employees or other persons performing duties under the Transfer Agreement.

4.2 All persons involved with the administration and prosecution functions of the Provincial Offences Court shall endeavour to carry out such duties in a manner which upholds the integrity of the administration of justice, and no such person shall participate in the making of a decision, or the performance of an act or omission that provides that person with an opportunity to gain a direct or indirect personal advantage, whether financial, political or otherwise.

4.3 No person shall disclose information that is gained in the execution of his or her office under the Transfer Agreement and is not available to the general public, or use such information to further or seek to further his or her financial, political or personal interest.

4.4 No person shall accept a fee, gift or personal benefit, except compensation authorized by law, that is connected directly or indirectly with the performance of his or her duties of office under the Transfer Agreement.

## **SECTION 5.0 - OBLIGATION TO REPORT**

5.1 An employee or other person performing duties under the Transfer Agreement shall report any attempt at improper influence or interference, financial, political or otherwise, to the County of Renfrew and to the local Crown Attorney. No action shall be taken against the employee or other person for making any such report in good faith.

5.2 An employee or other person performing duties under the Transfer Agreement who is contacted by an elected official with respect to the administration of justice and matters before the court shall immediately disclose such contact to the County of Renfrew in

order for the County of Renfrew to maintain the integrity of the justice system.

5.3 Where an employee or other person performing duties under the Transfer Agreement has been charged with an offence created under a federal statute or regulation or a provincial statute or regulation, and where continuing to perform his or her duties may erode public confidence in the administration of justice, the charge shall be disclosed to the County of Renfrew by the employee or other person. Upon notification, the County of Renfrew shall determine if any actual or perceived conflict of interest exists, and if so, shall take appropriate action to address the conflict.

5.4 A Prosecutor shall disclose any actual or reasonably perceived conflict of interest as soon as possible to the County of Renfrew.

5.5 Where a prosecutor is charged with an offence under the Criminal Code of Canada or any other federal statute or regulation that is dealt with under the Criminal Code of Canada, such charge shall be disclosed forthwith to the County of Renfrew by the Prosecutor. Where a prosecutor is charged with an offence under other federal statutes or regulations thereunder or a provincial statute or regulation thereunder and where continuing to perform his or her duties may erode public confidence in the administration of justice, the charge shall be disclosed to the County of Renfrew by the Prosecutor. The County of Renfrew shall determine if any actual or perceived conflict of interest exists and, if so, the County of Renfrew shall take appropriate action to address the conflict.

## **SECTION 6.0 - PROSECUTION GUIDELINES**

### **Guiding Principle**

The separation of the prosecutorial function and the policing function shall be assured. (Section 2.1.4 Memorandum of Understanding).

6.1 Every Prosecutor, in addition to the above, shall adhere to the guidelines contained in this section.

6.2 A Prosecutor shall not also be employed as an enforcement officer.

6.3 A Prosecutor shall be supervised by and report to the County Solicitor or another lawyer designated by the County of Renfrew for this purpose.

6.4 A Prosecutor shall not hold or have held a municipal political office within the preceding 12 months.

6.5 A Prosecutor shall not be placed or place him or herself in a position where the integrity of the administration of justice could be compromised.

6.6 A Prosecutor shall not, personally or through any partner in the practice of law, act or be directly or indirectly involved as counsel or solicitor for any person in respect of any offence charged against the person under the laws in force in Ontario, unless it relates to his or her own case.

## **SECTION 7.0 - IMPLEMENTATION**

7.1 All elected representatives of the County of Renfrew shall be provided with a copy of these Guidelines following each municipal election.

7.2 These Guidelines shall form part of the training provided to Administrators and Prosecutors by or on behalf of the County of Renfrew, and shall also be provided to all persons contracting with the County of Renfrew to perform services in connection with the administration of justice.

7.3 These Guidelines shall also form part of the Human Resources orientation for all current and new municipal officials and staff.

## **SECTION 8.0 - BREACH**

8.1 As a result of any breach by an elected representative or official or staff member, the County of Renfrew may be in breach of the Memorandum of Understanding with Her Majesty the Queen in right of Ontario as represented by the Attorney General.

8.2 Although these are guidelines, the actions which constitute a breach may result in charges under the Criminal Code of Canada, Provincial statute or other disciplinary action.

### **Schedule "A"**

All staff members involved in the administration functions shall swear or affirm the oath as follows:

I do swear (or solemnly affirm) that I will faithfully discharge my duties as an employee of the County of Renfrew and will observe and comply with the laws of Canada and Ontario, and except as I may be legally authorized or required, I will not disclose or give to any person any information or document that comes to my knowledge or possession by reason of my employment, so help me God (omit this in an affirmation).

### **Schedule "B"**

All Prosecutors engaging in prosecutions under the Transfer Agreement shall swear or affirm the oath as follows:

I swear (or affirm) that I will truly and faithfully, according to the best of my skill and ability, execute the duties, powers and trusts of a prosecutor, as an officer of the Court, without favor or affection to any party, so help me God (omit last four words in an affirmation). I also swear (or affirm) that I will faithfully discharge my duties as a prosecutor, and will comply with the laws of Canada and Ontario, and except as I may be legally authorized or required, I will not disclose or give to any person any information or document that comes to my knowledge or possession by reason of my being a prosecutor, so help me God (omit last four words in an affirmation).

6. This By-law shall come into force and be effective on January 1, 2000.

READ a first time this 28<sup>th</sup> day of June, 2000.

READ a second time this 28<sup>th</sup> day of June, 2000.

READ a third time and finally passed this 28<sup>th</sup> day of June, 2000.

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BARRY MORAN, WARDEN

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NORM LEMKE, CLERK