

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE MINISTRY OF PUBLIC SAFETY AND
SOLICITOR GENERAL
OF BRITISH COLUMBIA
(herein referred to as the “MPSSG”)**

AND

**THE MINISTRY OF
ENVIRONMENT
(herein referred to as “MOE”)**

RESPECTING

**Special Provincial Constable Appointments
For
Members of the Conservation Officer Service**

MEMORANDUM OF UNDERSTANDING

RESPECTING

SPECIAL PROVINCIAL CONSTABLE APPOINTMENTS FOR MEMBERS OF THE CONSERVATION OFFICER SERVICE MINISTRY OF ENVIRONMENT

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BETWEEN:

MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL
GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY
THE DIRECTOR, POLICE SERVICES DIVISION
POLICING AND COMMUNITY SAFETY BRANCH
(herein referred to as the "MPSSG")

AND

MINISTRY OF ENVIRONMENT
GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
AS REPRESENTED BY
THE CHIEF CONSERVATION OFFICER,
CONSERVATION OFFICER SERVICE
(herein referred to as the "MOE")

WHEREAS:

- A. The MOE and the MPSSG have agreed to establish a Special Provincial Constable program for the purpose of granting limited peace officer authority to employees of the MOE who require such authority in order to fulfill the Ministry of Environment, Conservation Officer Service mandate within the Province of British Columbia and to provide policing response in exigent circumstances.
- B. The Ministry of Environment, Conservation Officer Service enforcement mandate is to enforce environmental legislation by monitoring, inspecting, and conducting investigations of suspected violations and recommending and implementing appropriate enforcement responses including prosecutions where warranted. Additionally the Conservation Officer Service must respond appropriately to public requests for assistance regarding problem or dangerous wildlife in order to protect private properties and ensure public safety. The Conservation Officer Service is authorized to enforce the following legislation:
- statutory authorities set out in the *Environmental Management Act*, and the Conservation Officer Service Authority Regulation, BC Reg. 318/2004,
 - provincial legislation under which conservation officers have specific authority,
 - federal legislation under which conservation officers have specific appointments, and
 - *Criminal Code* and all other federal statutes applicable to the enforcement of the above listed legislation.

- C. The Solicitor General must ensure that an adequate and effective level of policing and law enforcement is maintained throughout British Columbia. In keeping with the minister's legislated mandate, MPSSG recognizes the ability of MOE to provide policing service to the general public in exigent circumstances. MPSSG also recognizes the need for MOE to investigate
- firearm offences Part III CC that are uncomplicated and require no further investigation, and
 - obstruction, s. 129 of the *Criminal Code*.
- D. The purpose of this Memorandum of Understanding is to be a guide with respect to policies and procedures which the Solicitor General will use when considering the appointment of SPCs and contribute to the development of effective and accountable investigative, regulatory and law enforcement functions for employees of the MOE to whom SPC appointments are granted.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1.0

INTERPRETATION

- 1.1 In this Memorandum of Understanding (MOU) each of the following terms will, unless the context otherwise requires, have the meaning set out beside it:
- (a) **"Chief Conservation Officer"** means the person appointed as the Chief Conservation Officer, Conservation Officer Service, Province of British Columbia.
 - (b) **"COS"** means the Conservation Officer Service, Ministry of Environment, Province of British Columbia established under section 106 of the *Environmental Management Act*.
 - (c) **"Director"** means Director of Police Services, Ministry of Public Safety and Solicitor General, Province of British Columbia.
 - (d) **"Exigent Circumstances"** means those circumstances where a delay in taking enforcement action would result in danger to human life or safety, or where enforcement action is necessary to prevent the continuation of an offence which threatens human life or safety.
 - (e) **"Member of the Conservation Officer Service"** means a person employed in the Ministry of Environment whom the chief conservation officer has designated as a member of the Conservation Officer Service.
 - (f) **"Memorandum of Understanding"** or **"MOU"** means this agreement respecting Special Provincial Constable Appointments for

Conservation Officers of the Ministry of Environment, Conservation Officer Service, Province of British Columbia.

- (g) **"MOE"** means the Ministry of Environment, Province of British Columbia.
- (h) **"MPSSG"** means the Ministry of Public Safety and Solicitor General for the Province of British Columbia.
- (i) **"Solicitor General"** means the Solicitor General, Government of the Province of British Columbia.
- (j) **"SPC"** means Special Provincial Constables appointed by the Solicitor General, Province of British Columbia

SECTION 2.0 AGREEMENT AUTHORITIES

- 2.1 This MOU is entered into by the Director under the authority of s. 9, and Part 8 of the *Police Act, R.S.B.C. 1996, c. 367* and Regulations thereto as may be amended, in aiding the administration of justice in the province and in carrying into effect the applicable legislation.
- 2.2 This MOU is entered into by the Chief Conservation Officer under authority of s. 135 of the *Environmental Management Act, SBC 2003, c. 53* for the purpose of aiding the administration of justice in the province and in carrying into effect the applicable legislation.

SECTION 3.0 SUBJECT MATTER

- 3.1 The power to appoint members of the Conservation Officer Service as SPCs is at the discretion of the Solicitor General.
- 3.2 The Solicitor General will consider members of the Conservation Officer Service to be appointed as SPCs, as recommended by the MOE, and may appoint the members of the Conservation Officer Service as SPCs for a term and subject to restrictions considered appropriate by the Solicitor General.
- 3.3 SPC appointments will terminate on the expiry date specified in the appointment or on such sooner date as an SPC ceases to hold the position with the MOE for which the appointment was granted, or ceases to be assigned to active duty. Whenever such circumstances occur, the MOE will immediately notify the Director.

- 3.4 The MOE will not assign to an SPC any investigative or law enforcement duties that exceed or are inconsistent with the limited authority granted to the SPC under the terms of the Conservation Officer Service policy.
- 3.5 The MOE will submit a position description with each SPC application that identifies all investigative and/or law enforcement duties. Appointments will not be granted where the need for peace officer status is not clearly demonstrated. The SPC appointment will apply only to the substantive investigative and/or law enforcement duties identified in the position description, this MOU and the agreed operational policy, and not to any other duties. The appointment will not cover secondments or other positions to which the employee might be assigned or transferred. The MOE will advise the Solicitor General of any proposed changes to the investigative or law enforcement duties in the position description and will obtain approval of the Solicitor General prior to making such changes. At the time of renewing appointments, the position descriptions will be reviewed to determine the need for SPC status.
- 3.6 The MOE recognizes that any of its employees who are appointed as SPCs are subject to the provisions of the *Police Act* and Regulations that apply to SPCs while performing duties in accordance with the SPC appointment.
- 3.7 The MOE recognizes that the Solicitor General and the Director are responsible for superintending policing and law enforcement in British Columbia and may exercise their statutory powers under Part 8 of the *Police Act* in regard to the MOE SPCs.
- 3.8 The MOE agrees to immediately notify the Solicitor General regarding actual or potential litigation arising out of the conduct of an SPC committed in the course of the SPCs duties with the MOE.
- 3.9 The MOE will develop and maintain a procedure for dealing with complaints from the public concerning the conduct or actions of the SPCs that is consistent with the *Police Act, Special Provincial Constable Complaint Procedure Regulation B.C. Reg. 206/98*.
- 3.10 The MOE and their SPCs will not represent to the public, in any way, that their SPC employees are officers who can offer service to the public beyond that of their legislated mandate, this MOU or their SPC appointment.
- 3.11 The MOE will maintain, to the satisfaction of the Director, SPC selection and performance standards that are consistent with the *Police Act* and Regulations and the Justice Institute of BC report dated September 2006 "*Review of Legal Education and Training for Conservation Officers in*

British Columbia Pertaining to Expanded Authorities under Part III of the Criminal Code of Canada." (Attached Appendix 'A').

- 3.12 The MOE recognizes that Conservation Officers who have been appointed as SPCs are subject to the training requirements of the Emergency Vehicle Operation Training Program as specified by the Attorney General on March 31, 2001. The specification stipulates that a peace officer may not exercise privileges granted by section 122(1) of the *Motor Vehicle Act* on or after the 31st of March, 2001, unless the peace officer has successfully completed the Emergency Vehicle Operation Training Program for the Province of British Columbia approved for peace officers by the Director of Police Services. The training is mandatory as provided by section 8 of the Emergency Vehicle Driving Regulation.
- 3.13 The MOE agrees that any change or additions to the duties authorized by the SPC appointment may require the completion of a new review of the knowledge, skills and ability requirements of MOE SPCs. The Director will be responsible for determining and arranging for this review.
- 3.14 The MOE agrees to provide the Solicitor General with a final version of the COS Operational Policy within 3 months of the signing of this MOU, which outlines investigative techniques and activities authorized by MOE for their SPCs. The MOE will advise the Director of any proposed changes to this operational policy which would have an effect on the SPC appointments and will obtain the concurrence of the Director prior to implementing such changes.
- 3.15 The MOE agrees that a Police Act Regulation will be developed in the future which identifies provisions of the *Police Act, Part 9-Complaint Procedure* and *Code of Professional Conduct Regulation* applying to members of the Conservation Officer Service who are appointed as SPCs.
- 3.16 The MOE will enter into a letter of understanding/protocol with the RCMP which outlines procedures for handing over files that are initiated by the MOE in exigent circumstances. The MOE also agrees to cooperate and maintain a formal liaison with the Independent Municipal Police Forces of British Columbia, and any other agency the Director stipulates, to ensure effective and accountable investigative, regulatory and law enforcement functions.
- 3.17 Every MOE SPC:
- will be appointed as an SPC on an individual basis, in accordance with the *Police Act* and this MOU.
 - must sign an Oath as required by the *Police Act*

- is subject to rescission and re-appointment from time to time to reflect such other restrictions as the Solicitor General may prescribe.

SECTION 4.0 SECURITY AND CONFIDENTIALITY

- 4.1 All information and documentation provided to, collected by, delivered to or compiled by or on behalf of the MPSSG or the MOE in the performance of their duties and responsibilities will be dealt with subject to and in accordance with all applicable provisions of Provincial Statutes, particularly the *Freedom of Information and Protection of Privacy Act* R.S.B.C., 1996, c165,.

SECTION 5.0 COSTS

- 5.1 The MOE will be responsible for the following Costs:
- all costs associated with the *Police Act* complaint process;
 - the costs of the initial and all future training necessary for its SPC's to meet the requisite knowledge and competency requirements established by the Solicitor General.

SECTION 6.0 LIABILITY

- 6.1 The MOE agrees that any costs or expenses sustained or incurred by the Solicitor General that are based on or arise out of anything done by or omitted to be done by an SPC employed by the MOE resulting from reckless acts or reckless omissions, wilful misconduct or gross negligence will be the responsibility of the MOE and the MOE will reimburse the Solicitor General for these costs or expenses.
- 6.2 The provisions of section 5.1 and 6.1 will survive the termination of this MOU for any reason whatsoever.

SECTION 7.0 DISPUTE RESOLUTION

- 7.1 Any question raised with respect to the interpretation of SPC appointments, the decision of the Solicitor General shall be final.
- 7.2 Any other issue, matter of general concern or dispute arising from this MOU will be dealt by a joint management group consisting of the following position holders or their delegates:
- a) Director of Police Services Division
 - b) Chief Conservation Officer

SECTION 8.0

TERM OF AGREEMENT

- 8.1 This MOU will begin on the date all parties have signed and end March 31, 2013.
- 8.2 This MOU may be amended by mutual written agreement duly executed by parties to this MOU.
- 8.3 Prior to the termination of this MOU, it may be renewed for an additional period on terms agreed to by parties to this MOU.
- 8.4 Any of the parties to this MOU may terminate participation in this agreement upon provision of sixty (60) days written notice to the other Participants of their intention to terminate this MOU.

SECTION 9.0

NOTICES

- 9.1 All notices or communications provided for in this MOU will be in writing and will be mailed or delivered. For the purpose of delivery of Notice, the addresses for delivery are:

FOR THE MOE

Chief Conservation Officer
Ministry of Environment
Conservation Officer Service
PO Box 9376 Stn Prov Govt
Victoria, BC V8W 9M5

FOR THE MPSSG

Director of Police Services Division
Policing and Community Safety Branch
Ministry of Public Safety and Solicitor General
Province of British Columbia
PO Box 9285, Stn Prov Govt
Victoria BC V8W 9J7

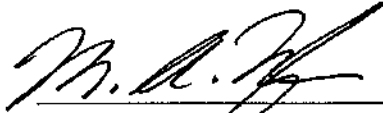
SECTION 10.0

SAVING PROVISION

- 10.1 Nothing in this MOU is in any way intended to replace or amend any obligation that either Party is bound to or required to perform by operation of law.

SIGNATORIES

Signed on behalf of the Minister of Environment, Government of the Province
of British Columbia

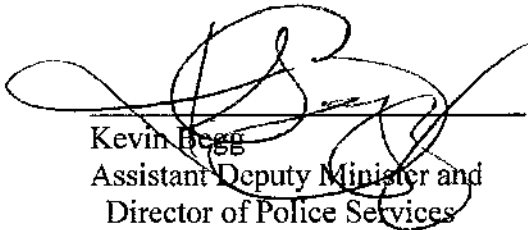


Mark A Hayden
Chief Conservation Officer
Province of British Columbia

2008/02/21

Date

Signed on behalf of the Solicitor General, Government of the Province of
British Columbia



Kevin Begg
Assistant Deputy Minister and
Director of Police Services
Policing and Community Safety Branch
Ministry of Public Safety and Solicitor General

2008/02/22

Date

APPENDIX 'A'

REQUISTE KNOWLEDGE AND COMPETENCIES

1. Knowledge, skills and abilities as outlined in the September 2006 – *“Review of Legal Education and Training for Conservation Officers in British Columbia Pertaining to Expanded Authorities under Part III of the Criminal Code of Canada”*