

# CORPORATE POLICY AND PROCEDURE



POLICY	<b>City of Guelph Conflict of Interest Guidelines with Respect to the Transfer of Provincial Offences Court Administration &amp; Prosecution</b>
CATEGORY	Corporate
AUTHORITY	Court Services
RELATED POLICIES	N/A

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## INTRODUCTION

1. The City of Guelph operates the Ontario Court of Justice (Provincial Offences).
2. City employees/elected representatives are prohibited from interfering with or attempting to influence any case.
3. City employees/elected representatives who are charged with an offence and wish to proceed to trial are required to identify themselves as a City employee/elected representative.

The City of Guelph operates the Ontario Court of Justice (Provincial Offences) where all provincial offences charges are administered and prosecuted for all of Guelph and Wellington County (e.g. speeding tickets, vehicle insurance charges, liquor licence act charges, etc.).

City employees/elected representatives are prohibited from interfering with or attempting to influence any case. Employees/elected representatives can inquire regarding procedures and the like, but must not attempt to influence the prosecutor or administration regarding any charge against you or anyone else.

City employees/elected representatives who are charged with an offence and wish to proceed to trial are required to identify themselves as a city employee/elected representative to the Court Services administration office when filling their request for trial. This allows the Court Services Department to provide a visiting prosecutor for the trial, thereby maintaining the integrity of the justice system.

Inquiries about court matters can be made to the Court Services Department at 519-826-0762.

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**Conflict of Interest Guidelines**  
**with Respect to the Transfer of Provincial Offences**  
**Court Administration and Prosecutions**

WHEREAS the administration of the Provincial Offences Court by the City of Guelph 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, officials and staff of the City of Guelph;

THEREFORE the Corporation of the City of Guelph agrees to implement and adhere to the Conflict of Interest Guidelines (the “Guidelines”) set out herein for all matters relating to the Provincial Offences Court administration and prosecution in the Guelph Court Service Area;

## **1.0 INTERPRETATION**

“Administrator” 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 coordinator, and office administrative functions; and

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

## **2.0 APPLICATION**

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

## **3.0 OATH OF OFFICE**

3.1 Every Administrator shall swear or affirm the Oath of Office for Administrators.

3.2 Every Prosecutor shall swear or affirm the Oath of Office for Prosecutors, which is also the oath required to be sworn pursuant to Section 2.4 of Schedule 1 of the Memorandum of Understanding.

## **4.0 GENERAL GUIDELINES**

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

4.2 Every person involved with the administration or 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.

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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 compensations authorized by law, that is connected directly or indirectly with the performance of his or her duties of office under the Transfer Agreement.

## **5.0 OBLIGATIONS TO REPORT**

5.1 An employee or other person performing duties under the Transfer Agreement shall report any attempt at improper influence or interference, political or otherwise, to the City of Guelph 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 or matters before the court shall immediately disclose such contact to the City of Guelph in order for the City of Guelph 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 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 City of Guelph by the employee or other person. Upon notification, the City of Guelph shall determine if any actual or perceived conflict exists and, if so, shall take appropriate action to address the conflict.

5.4 A Prosecutor shall as soon as possible disclose to the City of Guelph any actual or reasonably perceived conflict of interest that he or she may have with respect to his or her duties.

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 City of Guelph by the Prosecutor. Where a Prosecutor is charged with an offence under any other federal statute or regulation 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 City of Guelph by the Prosecutor. The City of Guelph shall determine if any actual or perceived conflict of interest exists and, if so, shall take appropriate action to address the conflict.

## **6.0 PROSECUTION GUIDELINES**

6.1 Every Prosecutor, in addition to the foregoing, shall adhere to the guidelines 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 City Solicitor or another lawyer designated by the City of Guelph for this purpose.

6.4 A Prosecutor shall not hold or have held a municipal political office within the preceding 12 months prior to his or her employment with the City of Guelph as a Prosecutor.

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6.5 A Prosecutor shall not be placed or place himself or herself in a position where the integrity of the administration or 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.

## **7.0 IMPLEMENTATION**

7.1 Every elected representative of the City of Guelph shall be provided with a copy of these Guidelines following the adoption thereof and 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 City of Guelph and shall also be provided to every person contracting with the City of Guelph to perform services in connection with the administration of justice.

7.3 These Guidelines shall form part of the Employee Resources orientation for all current and new municipal officials and staff of the City of Guelph.

## **8.0 BREACH**

8.1 As a result of any breach by an elected representative or official or staff member, the City of Guelph 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, any action hereunder which constitutes a breach may result in charges under the Criminal Code of Canada, Provincial statute or other disciplinary action against the person committing such breach.