

# **MEMORANDUM OF UNDERSTANDING**

## **Respecting Mutual Assistance**

**THIS AGREEMENT** dated for reference the 05 day of March, 2020.

### **BETWEEN:**

**British Columbia Oil and Gas Commission**  
(hereinafter referred to as the "**Commission**")

### **AND:**

**Province of British Columbia**, Ministry of Forests,  
Lands, Natural Resource Operations and Rural Development  
(hereinafter referred to as "**NRO**")

## **1. SECTION 1.0 GENERAL**

- 1.1. This Schedule is appended to the Memorandum of Understanding (MOU) between the Ministry of Forests, Lands and Natural Resource Operations and the British Columbia Oil and Gas Commission (Commission) dated March 18, 2014, as amended.
- 1.2. The purpose of this Schedule is to describe terms and procedures for the provision of mutual assistance between the Commission and the Ministry of Forests, Lands, Natural Resource Operations and Rural Development (NRO) (collectively, the "Parties"), with respect to compliance and enforcement activities related to the oil and gas sector.
- 1.3. The objectives of this Schedule include:
  - 1.3.1. Providing effective and efficient service to the public.
  - 1.3.2. Providing a framework for harmonious working relationships among the Parties and provide for effective conflict resolution.
  - 1.3.3. Respecting the existing mandates, roles and responsibilities of the Parties, while examining options to provide an innovative enforcement service that meets the needs of both Parties and meets public expectations.
  - 1.3.4. Maximizing effectiveness of coverage without duplicating efforts.
  - 1.3.5. Clarifying the roles and responsibilities of each Party respecting mutual assistance.
- 1.4. Nothing in this Schedule replaces or changes any terms or procedures under the Memorandum of Understanding between the British Columbia Conservation Officer Service and the Commission respecting mutual assistance dated September 15, 2005, as amended, appended as a schedule to the Memorandum of Understanding between the British Columbia Ministry of Environment and the Commission dated July 9, 2016.

## **2. SECTION 2.0 ROLES AND RESPONSIBILITIES**

- 2.1. Lead Agency
  - 2.1.1. The Commission has lead responsibility for compliance and enforcement as defined in the *Oil and Gas Activities Act* (OGAA) and its regulations, and the *Petroleum and Natural Gas Act* and its regulations. The Commission also assumes lead responsibility for compliance and enforcement of the *Water Sustainability Act*, *Land Act*, *Forest Act*, *Heritage Conservation Act* and *Environmental Management Act* as they pertain to the oil and gas industry as identified in the "specified enactments" of the OGAA.
  - 2.1.2. NRO assumes the lead enforcement role in all areas of the Province for provisions of legislation under which NRO has enforcement authority, except as they pertain to the specified enactments in the OGAA.

- 2.1.3. When one Party has information about violation or potential violation for which the other Party has lead responsibility, it agrees to provide that information to the lead organization as per agreed upon procedures.
- 2.1.4. Lead agency designation can be transferred with mutual agreement.
- 2.2. Operational Schedules
  - 2.2.1. The Parties agree to collaboratively develop Operational Guidelines for the implementation of this Schedule. Such guidelines will be approved by each agency.
- 2.3. Initial Response
  - 2.3.1. Either Party may provide an "initial response" to an offence when it is necessary to prevent the continuation of an offence or gather time sensitive or critical evidence, and when an officer from the lead Party is not immediately available.
  - 2.3.2. Initial response actions are only to occur when officers encounter violations incidental to mandated enforcement work. Specific effort is not to be directed towards the other Parties law enforcement mandate, unless specifically requested by the other party.
  - 2.3.3. The Parties agree that the responding officer will deliver all information, evidence, associated documentation (including officer notes), and their response relating to that offence, to the appropriate enforcement officer of the Party with lead responsibility.
- 2.4. Major Casefile Support
  - 2.4.1. NROs agree to provide the Commission with advanced investigative support upon request as per agreed upon procedures.

### **3. SECTION 3.0 COMMUNICATION AND DISPUTE RESOLUTIONS**

- 3.1. If there is uncertainty or disagreement about who assumes lead responsibility with respect to a specific incident, and the issue remains unresolved at the field level, the Parties agree that the issue then progresses through the appropriate channels until resolved.
  - 3.1.1. The facts relating to the dispute will be relayed to the Commission Enforcement Manager/NRO C&E Supervisor; these staff will consult and come to a decision within two working days.
  - 3.1.2. If step 3.1.1 fails to resolve the issue, it will be passed on to the Commission Director Compliance and Enforcement/NRO Regional Manager Compliance & Enforcement; these Managers will consult and come to a decision within two working days.
  - 3.1.3. If step 3.1.2 fails to resolve the issue, it will be passed on to the Commission Vice President, Operations/NRO Deputy Director of Operations to seek resolution.

**4. SECTION 4.0 TRAINING**

- 4.1. In order to promote efficient and safe work environments, and to promote the ability of the staff of both Parties to work together in enforcement roles, each Party agrees to endeavor to maintain the highest professional natural resource training standards.
- 4.2. Opportunities for joint training between the Parties will be encouraged.
- 4.3. The Parties agree to work jointly to ensure the most productive and efficient training delivery and results, where practicable.

**5. SECTION 5.0 SHARING OF INFORMATION**

- 5.1. The Parties agree to adopt practices in the sharing and security of information and data that are consistent with common areas of their respective mandates.
- 5.2. Each Party agrees not to disclose any information supplied by the other Party without prior consent of the other Party, except as required by law.
- 5.3. If one of the Parties is required by law to disclose information supplied by the other Party, they must immediately notify the other Party and provide details of the information to be disclosed
- 5.4. All information and documentation provided to, collected by, delivered to, or compiled by, or on behalf of the Commission and NRO in the performance of their duties and responsibilities, shall be dealt with subject to and in accordance with all applicable provisions of the federal and provincial statutes, particularly the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.

**6. SECTION 6.0 REPORTING AND PUBLIC COMMUNICATIONS**

6.1. Information Releases

- 6.1.1. Each Party will be responsible for information releases regarding significant noncompliance or enforcement action when they are the lead agency in the investigation. Statistical or analytical reports, summaries, or any pro-active media releases must meet with approval of all agencies whose information is utilized within such release.

6.2. Public or Media Inquires

- 6.2.1. It is of fundamental importance that no investigation should be compromised by the public release of information. No Party will comment publicly or release any information without the express approval of the lead agency.

**7. SECTION 7.0 TERM OF AGREEMENT**

- 7.1. This Schedule comes into effect when signed by all Parties.
- 7.2. This Schedule may be amended by written agreement.

- 7.3. This Schedule replaces a previous Schedule regarding mutual assistance between the Parties effective May 9, 2013.
- 7.4. This Schedule remains in effect until replaced by another agreement or terminated in accordance with section 7.5.
- 7.5. Any Party to this Schedule may terminate it upon provision of sixty days written notice to the other Party of its intention to terminate.

**8. SECTION 8.0 SIGNATORIES**

Signed on behalf of the Oil and Gas Commission



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Patrick Smook  
Director, Compliance & Enforcement  
BC Oil and Gas Commission  
Fort St. John, British Columbia

May 4<sup>th</sup>, 2020

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Date

Signed on behalf of the Ministry of Forests, Lands, Natural Resource Operations and Rural Development



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David Bradley Faucett  
Director of Compliance & Enforcement  
Ministry of Forests, Lands, Natural Resource  
Operations and Rural Development  
Victoria, British Columbia

March 16, 2020

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Date