

Informants

603.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the use of informants.

603.1.1 DEFINITIONS

Definitions related to this policy include:

Informant - A person who covertly interacts with other individuals or suspects at the direction of, request of, or by agreement with the Grafton Police Department for law enforcement purposes. This also includes a person agreeing to supply information to the Grafton Police Department for a benefit (e.g., a quid pro quo in the form of a reduced criminal penalty, money).

603.2 POLICY

The Grafton Police Department recognizes the value of informants to law enforcement efforts and will strive to protect the integrity of the informant process. It is the policy of this department that all funds related to informant payments will be routinely audited and that payments to informants will be made according to the criteria outlined in this policy.

603.3 USE OF INFORMANTS

603.3.1 INITIAL APPROVAL

Before using an individual as an informant, an officer must receive approval from his/her supervisor. The officer shall compile sufficient information through a background investigation and experience with the informant in order to determine the suitability of the individual, including age, maturity and risk of physical harm, as well as any indicators of his/her reliability and credibility.

Members of this department should not guarantee absolute safety or confidentiality to an informant.

603.3.2 ADDITIONAL REQUIREMENTS

In addition to complying with the requirements in this policy, an officer not currently assigned to the Support Services Division requesting to use an informant should do the following:

- (a) Receive approval from the Criminal Investigations Division supervisor for the use of the informant.
- (b) Be trained in the use of informants.

603.3.3 JUVENILE INFORMANTS

The use of informants under the age of 13 is prohibited.

In all cases, a juvenile 13 years of age or older may only be used as an informant with the written consent of each of the following:

- (a) The juvenile's parents or legal guardians
- (b) The juvenile's attorney, if any

Grafton Police Department

Policy Manual

Informants

- (c) The court in which the juvenile's case is being handled, if applicable
- (d) The Chief of Police or the authorized designee

603.3.4 INFORMANT AGREEMENTS

All informants are required to sign and abide by the provisions of the designated department informant agreement. The officer using the informant shall discuss each of the provisions of the agreement with the informant.

Details of the agreement are to be approved in writing by administration before being finalized with the informant.

[See attachment: GPD Informant Template.pdf](#)

603.4 INFORMANT INTEGRITY

To maintain the integrity of the informant process, the following must be adhered to:

- (a) The identity of an informant acting in a confidential capacity shall not be withheld from the Chief of Police, Assistant Chief of Police, Detective Bureau supervisor or their authorized designees.
 - 1. Identities of informants acting in a confidential capacity shall otherwise be kept confidential.
- (b) Criminal activity by informants shall not be condoned.
- (c) Informants shall be told they are not acting as police officers, employees or agents of the Grafton Police Department, and that they shall not represent themselves as such.
- (d) The relationship between department members and informants shall always be ethical and professional.
 - 1. Members shall not become intimately involved with an informant.
 - 2. Social contact shall be avoided unless it is necessary to conduct an official investigation, and only with prior approval of the Detective Bureau supervisor.
 - 3. Members shall neither solicit nor accept gratuities or engage in any private business transaction with an informant.
- (e) Officers shall not meet with informants in a private place unless accompanied by at least one additional officer or with prior approval of the Detective Bureau supervisor.
 - 1. Officers may meet informants alone in an occupied public place, such as a restaurant.
- (f) When contacting informants for the purpose of making payments, officers shall arrange for the presence of another officer.
- (g) In all instances when department funds are paid to informants, a voucher shall be completed in advance, itemizing the expenses.
- (h) Since the decision rests with the appropriate prosecutor, officers shall not promise that the informant will receive any form of leniency or immunity from criminal prosecution.

Grafton Police Department

Policy Manual

Informants

603.4.1 UNSUITABLE INFORMANTS

The suitability of any informant should be considered before engaging him/her in any way in a covert or other investigative process. Members who become aware that an informant may be unsuitable will notify the supervisor, who will initiate a review to determine suitability. Until a determination has been made by a supervisor, the informant should not be used by any member. The supervisor shall determine whether the informant should be used by the Department and, if so, what conditions will be placed on his/her participation or any information the informant provides. The supervisor shall document the decision and conditions in file notes and mark the file "unsuitable" when appropriate.

Considerations for determining whether an informant is unsuitable include, but are not limited to, the following:

- (a) The informant has provided untruthful or unreliable information in the past.
- (b) The informant behaves in a way that may endanger the safety of an officer.
- (c) The informant reveals to suspects the identity of an officer or the existence of an investigation.
- (d) The informant appears to be using his/her affiliation with this department to further criminal objectives.
- (e) The informant creates officer-safety issues by providing information to multiple law enforcement agencies simultaneously, without prior notification and approval of each agency.
- (f) The informant engages in any other behavior that could jeopardize the safety of officers or the integrity of a criminal investigation.
- (g) The informant commits criminal acts subsequent to entering into an informant agreement.

603.5 INFORMANT FILES

Informant files shall be utilized as a source of background information about the informant, to enable review and evaluation of information provided by the informant, and to minimize incidents that could be used to question the integrity of department members or the reliability of the informant.

Informant files shall be maintained in a secure area within the Detective Bureau. The Detective Bureau supervisor or the authorized designee shall be responsible for maintaining informant files. Access to the informant files shall be restricted to the Chief of Police, Assistant Chief of Police, Detective Bureau supervisor or their authorized designees.

The Criminal Investigations Division supervisor should arrange for an audit using a representative sample of randomly selected informant files on a periodic basis, but no less than one time per year. If the Detective Bureau supervisor is replaced, the files will be audited before the new supervisor takes over management of the files. The purpose of the audit is to ensure compliance with file content and updating provisions of this policy. The audit should be conducted by administration who does not have normal access to the informant files.

Grafton Police Department

Policy Manual

Informants

603.5.1 FILE SYSTEM PROCEDURE

A separate file shall be maintained on each informant and shall be coded with an assigned informant control number. An informant history that includes the following information shall be prepared for each file:

- (a) Name and aliases
- (b) Date of birth
- (c) Physical description: sex, race, height, weight, hair color, eye color, scars, tattoos or other distinguishing features
- (d) Photograph
- (e) Current home address and telephone numbers
- (f) Current employers, positions, addresses and telephone numbers
- (g) Vehicles owned and registration information
- (h) Places frequented
- (i) Briefs of information provided by the informant and his/her subsequent reliability
 1. If an informant is determined to be unsuitable, the informant's file is to be marked "unsuitable" and notations included detailing the issues that caused this classification.
- (j) Name of the officer initiating use of the informant
- (k) Signed informant agreement
- (l) Update on active or inactive status of informant

603.6 INFORMANT PAYMENTS

No informant will be told in advance or given an exact amount or percentage for his/her service. The amount of funds to be paid to any informant will be evaluated against the following criteria:

- The extent of the informant's personal involvement in the case
- The significance, value or effect on crime
- The value of assets seized
- The quantity of the drugs or other contraband seized
- The informant's previous criminal activity
- The level of risk taken by the informant

The Detective Bureau supervisor will discuss the above factors with the Assistant Chief of Police and recommend the type and level of payment subject to approval by the Chief of Police.

603.6.1 PAYMENT PROCESS

Approved payments to an informant should be in cash using the following process:

Grafton Police Department

Policy Manual

Informants

- (a) Payments of \$500 and under may be paid in cash from a Detective Bureau buy/expense fund.
 - 1. The Detective Bureau supervisor shall sign the voucher for cash payouts from the buy/expense fund.
- (b) Payments exceeding \$500 shall be made by issuance of a check, payable to the department who will be delivering the payment.
 - 1. The check shall list the case numbers related to and supporting the payment.
 - 2. A written statement of the informant's involvement in the case shall be placed in the informant's file.
 - 3. The statement shall be signed by the informant verifying the statement as a true summary of his/her actions in the case.
 - 4. Authorization signatures from the Chief of Police and the Village Administrator are required for disbursement of the funds.
- (c) To complete the payment process for any amount, the officer delivering the payment shall complete a cash transfer form.
 - 1. The cash transfer form shall include the following:
 - (a) Date
 - (b) Payment amount
 - (c) Grafton Police Department case number
 - (d) A statement that the informant is receiving funds in payment for information voluntarily rendered.
 - 2. The cash transfer form shall be signed by the informant.
 - 3. The cash transfer form will be kept in the informant's file.

603.6.2 REPORTING OF PAYMENTS

Each informant receiving a cash payment shall be advised of his/her responsibility to report the cash to the Internal Revenue Service (IRS) as income. If funds distributed exceed \$600 in any reporting year, the informant should be provided IRS Form 1099 (26 CFR 1.6041-1). If such documentation or reporting may reveal the identity of the informant and by doing so jeopardize any investigation, the safety of officers or the safety of the informant (26 CFR 1.6041-3), then IRS Form 1099 should not be issued.

In such cases, the informant shall be provided a letter identifying the amount he/she must report on a tax return as "other income" and shall be required to provide a signed acknowledgement of receipt of the letter. The completed acknowledgement form and a copy of the letter shall be retained in the informant's file.

603.6.3 AUDIT OF PAYMENTS

The Detective Bureau supervisor or the authorized designee shall be responsible for compliance with any audit requirements associated with grant provisions and applicable state and federal law.

Grafton Police Department

Policy Manual

Informants

At least once every six months, the Chief of Police or the authorized designee should conduct an audit of all informant funds for the purpose of accountability and security of the funds. The funds and related documents (e.g., buy/expense fund records, cash transfer forms, invoices, receipts and logs) will assist with the audit process.

Attachments

GPD Informant Template.pdf



CI# _____

INFORMANT GUIDELINE WORKSHEET

NAME: _____

Last

First

MI

DOB

COOPERATION AGREEMENT DEBRIEF WORKSHEET INFORMANT PHOTO

CONSENT TO INTERCEPT CRIMINAL HISTORY CONTACT LOG

PENDING CHARGES PAID INFORMANT P&P LETTER

CHARGES TO DA CHARGES HELD AGENCY CHARGING _____

DEBRIEFING OFFICER: _____ DATE: _____

SUPERVISOR: _____ DATE: _____

DISPOSITION

Satisfactorily Completed Agreement: **Y / N** Informant Cooperation Referred to DA: **Y / N**

Letter to D.A. Outlining Cooperation Attached: **Y / N** Charge(s) Referred to DA: **Y / N**

Other Disposition: _____

Not to be used as informant again Explanation: _____

OFFICER: _____

DATE: _____

SUPERVISOR: _____

DATE: _____



CONFIDENTIAL INFORMANT BACKGROUND

CI# _____ NAME: _____ DATE: _____

HOME PHONE: _____ CELL PHONE: _____ OTHER: _____

AGE: _____ DOB ____/____/____ SOCIAL SECURITY #: _____

ADDRESS: _____

ALIAS: _____ SCARS/TATTOOS: _____

VEHICLE INFO: _____

PREVIOUS ADDRESS: _____

EDUCATION: _____ MILITARY: _____

P&P STATUS: _____ AGENT: _____

DRUG USE: COCAINE MARIJUANA RX PILLS HEROIN OTHER

EMPLOYMENT: _____

CRIMINAL HISTORY: _____

MOTIVATION: _____

DRUG/CRIMINAL ASSOCIATES: _____

CI CASES: IR# _____ DATE: _____ SUSPECT: _____

IR# _____ DATE: _____ SUSPECT: _____

IR# _____ DATE: _____ SUSPECT: _____



CRIMINAL INFORMANT ACKNOWLEDGEMENT

INFORMANT UTILIZATION:

I will be utilized as a source of intelligence information in regard to controlled substance trafficking and other related crimes, not only within Grafton, but also from other agencies within Ozaukee County and other counties as they are related to controlled substances and other criminal activity in Grafton.

I will make introductions of agents to my sources of controlled substances and other related crimes and/or will provide information and assistance for search warrants in an effort to obtain seizures of controlled substances and other evidence.

WAIVER OF LIABILITY:

I will not be paid for my services except to provide necessary reimbursement for expenses incurred as a result of acting under the direction of the Grafton Police Department and its officers, except if I am designated as a paid informant by the unit supervisor. If this occurs, I realize any monies received from the Grafton Police Department for services or information given is reportable as income to the Internal Revenue Service.

I was advised on _____ by Detective/Officer _____ that while working with any member of the Grafton Police Department I will not possess or consume any controlled substances unless under the direction and control of Grafton Police Department detectives/officers.

I was further advised that I shall not violate any laws in the furtherance of gathering information or providing other services for the Grafton Police Department.

Further, the undersigned hereby agrees to indemnify the Village of Grafton for any claims of liability made against the undersigned due to his/her activities on a volunteer basis on behalf of the department. Additionally, the undersigned understands that his/her service on behalf of the department does not constitute employment with the department or with the Village of Grafton and hereby waives any right to compensation or benefits as a result of such volunteer services.

Signature: _____ Date: _____

Witness: _____ Date: _____

Witness: _____ Date: _____



Grafton Police Department Cooperation Agreement

I, _____, understand that I will be cooperating with the Grafton Police Department by obtaining information and evidence of violations of state laws and Grafton Municipal Ordinances.

In cooperating with officers of the Grafton Police Department in obtaining any such information or evidence, I understand that:

1. I am not an employee of the Grafton Police Department or any other law enforcement agency.
2. I cannot and will not commit any crimes whatsoever.
3. If I do violate any criminal law or municipal ordinance, I can and will be prosecuted.
4. Any cooperation given to the officers of the Grafton Police Department will be brought to the attention of the District/Village Attorney's Office. I have not been made any promises regarding any criminal charges that may presently be pending against me.
5. I understand and agree that as a result of my entering into this cooperation agreement, there will be a lapse of time and understand that the lapse of time is necessary in order for me to fulfill this cooperation agreement which I entered into voluntarily.
6. I understand that the information I provide may be used in a criminal proceeding and while the Grafton Police Department will use all lawful means to maintain the confidentiality of my cooperation with the Grafton Police Department, I also understand that I may be required to testify in court about any information or evidence that I may obtain, unless prior commitment to the contrary has been made between myself, officers of the Grafton Police Department, and the District/Village Attorney's Office.
7. I understand and agree that I must fulfill my obligations and/or cooperation as part of this agreement by _____ (deadline date).
8. I understand that if, within the opinion of the Grafton Police Department, I am not assisting or cooperating with them or other law enforcement agencies in investigations they are conducting, as originally agreed to, this cooperation agreement is null and void.
9. I will not divulge the identify of any agents of the Grafton Police Department, assisting agencies, or release details of their operations without prior approval from a representative of the Grafton Police Department. I understand that disclosure of any of the Grafton Police Department investigation information will void any consideration I receive for my cooperation with the Grafton Police Department.

Dated, this _____ day of _____, 20____ at _____ am/pm.

Defendant/Informant

Witness/Officer

Agency

Witness/Officer

Agency



CONSENT TO INTERCEPT COMMUNICATIONS

I hereby give officers _____ of the Grafton Police Department permission to intercept and record oral, wire, and/or video communications through the use of electronic, mechanical, or other device. Said communications being between myself and parties that are known and unknown. These conversations will only be intercepted during the course of legitimate criminal investigations.

Each intercept will be conducted only after I have given my verbal consent. This consent to intercept form is valid for 90 days and may be verbally extended for an additional 90 days.

Dated this _____ day of _____, 20_____.

Signature

Witnesses:

Witness/Officer

Agency

Witness/Officer

Agency

