

APPENDIX 11

LAW ENFORCEMENT AGENCY AGREEMENTS

CO-OPERATIVE AGREEMENTS WITH LAW ENFORCEMENT AGENCIES

In order to maintain independence from Policing Services and to provide legal protection, it is recommended that all Crime Stoppers Programmes enter into co-operative agreements with which they are affiliated. Such agreements should address such issues as 'Office Rental', 'Telephones', 'Computers', and 'Vehicle utilization'.

ENCLOSED ARE SAMPLE AGREEMENTS

LETTER OF AGREEMENT

BETWEEN

THE NORTH BAY POLICE SERVICE

AND

THE ONTARIO PROVINCIAL POLICE

Hereinafter called the “Joint Police Services”

AND

NEAR NORTH CRIME STOPPERS INC.

Hereinafter called the “Program”

S A M P L E S

1.0 ORGANIZATION

Near North Crime Stoppers Inc. is a non-profit and registered charitable organization governed by a Board of Directors [hereinafter referred to as the Board], which is comprised of citizen volunteers.

The Board is the sole administering and governing body of Near North Crime Stoppers Inc. whose geographical territory is defined as encompassing the Districts of Nipissing and Parry Sound, in the Province of Ontario.

Near North Crime Stoppers Inc. is a completely separate entity from the North Bay Police Service, the Ontario Provincial Police, or any other law enforcement agency and is governed by its own constitution and by-laws, and responsible for its own liability in respect to its operations and mandate under the direction of the Board.

The North Bay Police Service and the Ontario Provincial Police recognize the Board to be the sole administering and governing body of Crime Stoppers and will cooperate fully in maintaining the confidentiality of sources respective to this organization.

PROGRAM OBJECTIVE

The Crime Stoppers Program is a community program involving the public, the news media, and law enforcement agencies. The program is designed to involve the public in the detection, apprehension, and conviction of criminals; the recovery of property obtained through the commission of crimes; the seizure of illicit drugs. Members of the public are motivated to provide information that may assist law enforcement and/or other agencies, through the offer of rewards and the guarantee of anonymity of informants.

- 2.2 Near North Crime Stoppers Inc. recognizes that in entering into a partnership with the North Bay Police Service and the Ontario Provincial Police, all organizations must operate in a manner that is beyond reproach and acceptable to the general public.

3.0 PROGRAM MAINTENANCE

- 3.1 The support agreed to herein by the joint police services is conditional on Near North Crime Stoppers Inc. continued maintenance of the Crime Stoppers Program in the Municipalities of Nipissing and Parry Sound Districts, in accordance with the guidelines provided by Crime Stoppers International Inc., and assisting all police and government agencies in the geographical area in an attempt to solve crimes.

4.0 COORDINATORS

- 4.1 The North Bay Police Service and the Ontario Provincial Police each agree to provide a police officer to Near North Crime Stoppers Inc., who is mutually satisfactory to all parties. A Director(s) of the Board shall be part of the selection process, where possible. The Coordinator is to be utilized in a manner consistent with the mandate of the joint police services and the Police Act of Ontario. Deployment of police personnel shall remain at the exclusive discretion of the joint police services.
- 4.2 The respective Police Service will be responsible for the administration of all the Coordinator expenses, including salaries and benefits and authorize reasonable travel within and beyond the Districts of Nipissing and Parry Sound. While seconded to Crime Stoppers and while completing duties required by such secondment, the Coordinators shall be deemed to be working for their respective employer regarding benefit coverage under the Workplace Safety and Insurance Board, and all other benefits.
- 4.3 Police officers so appointed by the joint police services shall be referred to as the Police Coordinators. Term of secondment should be three to five years.

5.0 COORDINATOR'S DUTIES AND RESPONSIBILITIES

5.1 The Coordinators, an Ex Officio non-voting member of the Board, shall be responsible for, but not limited to, the following:

- i. Answering the Crime Stoppers telephone lines and receiving tips from the public;
- ii. Assigning tipsters a confidential code number to be used in all subsequent dealings, thus ensuring anonymity;
- iii. Preparing a Crime Stoppers Report, screening details of the information received, including all relevant investigative information and forwarding it to the appropriate agency;
- iv. Following up with the investigators to determine the status of their investigation and determining if additional information is needed from tipsters;
- v. Maintaining a secure computer Crime Stoppers Tip File containing a summary of all information received and the results of subsequent investigations;
- vi. Maintain complete records and statistics relating to the program, which includes the number of calls, the number of cases solved, the amount of stolen property recovered, drugs seized, as well as the number of arrests as a result of successful tips;
- vii. Working with the media, using information received from the joint police services or other agency, and, at the discretion of the Police Coordinators, prepare and disseminate a "Crime of the Week" or other news release item to assist in solving a crime;
- viii. Providing the joint police services with a progress report, including statistics on the program, on a monthly basis;
- ix. Attending public functions and make presentations promoting the Crime Stoppers Program to service clubs, schools, or other concerned groups;
- x. Promoting the Crime Stoppers program with law enforcement agencies with whom the Board has dealings, and providing any necessary training on how to handle tip information;
- xi. Presenting a comprehensive Coordinators Report to the Board at each monthly meeting, detailing tips received, actions taken, results obtained, as well as other activities, cases of interest, solved cases or other relevant information relating to overall program management;

- xii. Making recommendations to the Board of Directors concerning requests for cash awards to those who have provided information which falls within the set criteria;
- xiii. Liaising with tipsters to explain the reward pay out process. [The Coordinators will NEVER meet with tipsters directly or pay out a reward to a tipster];
- xiv. Retaining the original Crime Stoppers Report according to the retention schedule determined by the Board;
- xv. Assisting the Board in regards to fund raising events. To attend Board meetings arranged for such purposes and / or any other meetings or functions that will advance the cause of Crime Stoppers, time and duties permitting;
- xvi. Attendance at Training Conferences, Legal Issues Seminars, and events;
- xvii. And any further duties, which the Board sees fit to assign, which do not contravene the respective departmental policies.

6.0 AGENCY LIAISONS

6.1. Each Police Service within the District of Nipissing/Parry Sound will be requested to supply a Liaison Officer to assist the Coordinators in dissemination and retrieval of tip information. It will be the Liaison Officer's responsibility to forward the information to the appropriate investigators within their own organization and to advise the Coordinators of the results of the investigation, Every effort will be made to utilize the services of other policing agencies, on a part-time basis, in the Crime stoppers office [Ministry of Natural Resources, Military Police, Anishinabek Police Service, and West Nipissing Police Service].

7.0 SPECIAL RE-ENACTMENT REQUESTS

7.1 It is agreed that where, the North Bay Police Service and the Ontario Provincial Police requests a "Crime of the Week" be featured by Crime Stoppers, any re-creation of such crime may include joint police service personnel, vehicles, and/or equipment.

8.0 OFFICE SPACE AND SUPPLIES

8.1. The joint police forces agree to provide suitable office space within the jurisdiction serviced by the program for the nominal fee of one dollar [\$1.00] per year. This office space shall be exclusively for the use of Near North Crime Stoppers Inc. and is not intended for use by any other officers and / or personnel.

8.2. The joint police forces further agree to provide office equipment, supplies and services as required by the Crime Stoppers Program Coordinators and such equipment, supplies, and services shall be considered a donation to Near North Crime Stoppers Inc.

9.0 CONFERENCES AND TRAINING

9.1. Regarding Crime Stoppers Training Conferences, each Police Service agrees to pay the reasonable expenses (i.e.: registration fees, travel and meals at departmental per diem rates) for their respective officer to attend the following approved professional development training:

1. Provincial Legal Issues Seminar
2. Ontario Training Conference (OACS)
3. Canadian Training Conference (when Canadian Assoc. created)
4. International Training Conference (CSI)

10.0 SUPPORT SERVICES

10.1 The North Bay Police Service and the Ontario Provincial Police shall continue to support Crime Stoppers through providing:

- i. Donation equivalent to the cost of the 1-800-222-8477 Tip line as per the Ontario Association of Crime Stoppers guidelines [N.B.P.S.];
- ii. Donation equivalent to the cost of the (705) 476-8477 phone line.
- iii. Donation equivalent to half the lease value of a vehicle and insurance coverage for Crime Stoppers Coordinator's use {the value of this donation not to exceed \$2400.00 per year} [N.B.P.S.];
- iv. Provision of a PHH card for the leased vehicle to cover fuel and minor maintenance and repairs [O.P.P.].

11.0 PROPERTY

11.1 The joint police services acknowledge that all property, including office equipment, hard copy files, computers, database, computer discs, and Crime Stoppers Information Packages disseminated for follow up investigation, shall remain the property of Near North Crime Stoppers Inc.

11.2 All Crime Stoppers Information Packages disseminated for investigation shall not be copied or reproduced in any fashion, nor attached to police reports, and shall be returned to Near North Crime Stoppers Inc. on demand.

12.0 ADMINISTRATIVE COSTS

12.1 The Board will be responsible for administrative costs associated with the program, such as; printing costs, rewards, and the training of Board Members.

13.0 TERMINATION OF AGREEMENT

13.1 It is the intention of the participating joint police services that this Agreement continue until terminated at the instance of one of the parties involved. No liability shall be attached to the party initiating termination by reason of such action.

14.0 REVIEW OF AGREEMENT

14.1 This agreement remains in force subject to annual review and confirmation by all parties. Moreover, this agreement is subject to amendment upon request of one signatory and consent by all parties.

Letter of Agreement

The Joint Police Services
&
Near North Crime Stoppers Inc.

NORTH BAY POLICE SERVICE
Per:

George BERRIGAN
Chief of Police
North Bay Police Service

ONTARIO PROVINCIAL POLICE
Per:

Carson FOUGERE
Chief Superintendent
Ontario Provincial Police
North East Region

NEAR NORTH CRIME STOPPERS INC.
Per:

Eric MAGILL
Chairperson
Near North Crime Stoppers Inc.

Dated at North Bay, Ontario, this _____ of _____, 2000.

Memorandum of Agreement

Between

(Programme Name) Crime Stoppers

Hereinafter referred to as "Crime Stoppers"

and

(Police Service Name) Police Service

Hereinafter referred to as the "Police Service"

1. DEFINITIONS

- 1.1 "Crime Stoppers", refers to "(Programme Name) Crime Stoppers Board of Directors". (Programme Name) Crime Stoppers is a non-profit, registered community charitable organization governed by a volunteer Board of Directors, elected by the membership of the corporation.
- 1.2 The "Police Service", refers to the (Police Service Name) Police Service, is the agency which provides police services within the (Name of Municipality) in accordance with the Police Services Act, R.S.O. 1990, as amended.

2.0 Relationship and Organization

- 2.1 Crime Stoppers is an entity which is legally and operationally separate from the (Police Service Name) Police Services Board, the Police Service or any other law enforcement or investigative agency. It is governed by its own Bylaws, and assumes responsibility for the actions, omissions and negligence of "Crime Stoppers" and its Board members, employees, volunteers, agents and assigns, including members of the Police Service working with the Crime Stoppers Program (the Program), and for any consequent liability arising from or connected to the acts, omissions or negligence of any and all of the aforesaid.
- 2.2 The Board of Directors is the sole governing and administrative body for Crime Stoppers.
- 2.3 The Chief of Police administers the Police Service, in accordance with the provisions of the Police Services Act.

3.0 Program Objective

- 3.1 The Crime Stoppers Program is a partnership between the Community, represented by the Board, the Media and the Police Service whose mandate is to "Work together to Solve Crime". The continued cooperation and conciliation between the partners ensures the program involves the public in the detection, apprehension and conviction of criminals, the recovery of property obtained through the commission of crimes and the seizure of stolen property and illicit drugs. Members of the public are motivated to provide information that may assist authorities through the offer of rewards of money and the guarantee of anonymity.

4.0 Program MAINTENANCE

- 4.1 The support agreed to herein by the Police Service is conditional on Crime Stoppers continued maintenance of the program within the Regional Municipality of Waterloo in accordance with the standards set out in the current Crime Stoppers International, Inc. Operational and Administrative Standards Manual, and the Ontario Association of Crime Stoppers, "Operational Guidelines" manual.
- 4.2 Subject to paragraph 4.1, the Police Service agrees to provide support to Crime Stoppers upon the terms specified in this Memorandum of Agreement.
- 4.3 Through the Police Coordinator(s), the Board of Directors will provide the Police Service with a Program progress report, including statistics on the Program, within 30 days of each Board of Directors meeting.

5.0 Police Coordinator(s) Position

- 5.1 The Police Service will fulfill its partnership with Crime Stoppers by providing a police officer to act as Program Coordinator, and to perform duties consistent with the current Police Service Job Description, plus a civilian employee to act as the Assistant Coordinator consistent with the current Police Service Job Description, and this Memorandum of Agreement.
- 5.2 The police officer shall be referred to as the "Police Coordinator", and the Assistant Coordinator shall be referred to as the "Assistant Coordinator". For the purpose of this agreement, when the term "Coordinator" is used, it shall be interpreted to mean either or both the "Police Coordinator" and the "Assistant Coordinator" unless otherwise defined.
- 5.3 In addition to the duties outlined in paragraph 5.1, the Police Coordinator(s) shall have the following responsibilities:
 - 5.3.1 Act as an Ex-Officio non-voting member of the Crime Stoppers Board of Directors;
 - 5.3.2 Coordinating the Crime Stoppers telephone lines and taking tips from the public;
 - 5.3.3 Screening calls, verifying information and forwarding the information to the appropriate agency/unit for investigation;
 - 5.3.4 Following up with investigators to determine the status of the investigation and if additional information is needed from tipsters;
 - 5.3.5 Maintaining tip files by keeping them updated, accurate and secure;
 - 5.3.6 Maintaining statistics for the program, including the number of tip calls started, the number of cases solved, the amount of stolen property recovered, narcotics seized and assets forfeited.
 - 5.3.7 Working with the local media to produce re-enactments. Ensuring that the "Crime of the Week", and other projects are accurately publicized;
 - 5.3.8 Coordinating media events and speaking functions. Generally the Police Coordinator(s) will accompany the Board member. If a Crime Stoppers Board of Directors member is not available, the Executive may authorize the Police Coordinator(s) to speak on behalf of Crime Stoppers.

- 5.3.9 Promoting the Crime Stoppers Program within the Police Service;
- 5.3.10 Participating at fund raising events, as required;
- 5.3.11 Presenting a comprehensive coordinator's report to Crime Stoppers on unusual activities, cases of interest and solved cases to assist board members in determining reward amounts, as well as other information relevant to the program
- 5.3.12 Presenting reward recommendations to Crime Stoppers for approval. No copies of reward recommendations will be retained.
- 5.3.13 Liaising with tipsters to explain the pay out process. The coordinator must not meet with tipsters directly or pay an award.
- 5.3.14 Cellular phones shall not be used for tipsters' calls.
- 5.4 The personnel expenses associated with providing the Police Coordinator(s), including salary and benefits, shall be borne by the Police Service. These expenses shall be calculated in accordance with the current Police Service Uniform Collective Agreement and shall be considered to be a donation to Crime Stoppers by the Police Service.
- 5.5 The Coordinator(s) shall be under the direction of the Board of Directors for matters related to the Crime Stoppers Program, but shall remain an employee of the Police Service and subject to all provisions of the Police Services Act and Regulations thereunder.
- 5.6 The Police Coordinator shall continue to be required to perform the mandated duties of a police officer and to comply with Police Services Board Policy, and Police Service Policies and Procedures and training requirements.
- 5.7 The Designated Police Supervisor, will monitor the Coordinator(s) compliance with paragraph 5.4, 5.5 and 5.6 and deal with day to day administrative issues, ensuring the administrative work of the coordinator(s) is conducted in an efficient and effective manner; Crime Stoppers shall permit the Police Coordinator(s) to perform general police duties as assigned by the Police Service through the Designated Police Supervisor as exigencies require.
- 5.8 The normal hours of work for the Police Coordinator(s) are governed by the current Police Service Uniform Collective Agreement. Any hours worked in excess of 40 hours per week must be pre-approved by the Designated Police Supervisor.
- 5.9 The Designated Police Supervisor, after consultation with the Board of Directors, shall complete an annual performance appraisal of the Police Coordinator(s), in accordance with Police Service Policy and Procedure.
- 5.10 In the event the Police Coordinator(s) is unable to fulfill his or her duties in a manner that meets the standards pursuant to the Police Service Policies and Procedures and/or the Policy and Procedures of the Board of Directors, a decision to recommend to the Police Service that the Police Coordinator be replaced will be made by the Board of Directors, in consultation with the Designated Police Supervisor.
- 5.11 The personal selected as Police Coordinator(s) will remain in the position for a minimum total of three years. This term is subject to renewal with the consent of

both Crime Stoppers and the Police Service.

- 5.12 A vacant Coordinator(s) position shall be posted and qualified candidates shall be interviewed, pursuant to a selection process, by a joint panel comprised of the appropriate Police Service and member(s) of Crime Stoppers. The selection must be unanimous.
- 5.13 Notwithstanding paragraphs 5.10, 5.11 and 5.12, the Chief of Police retains the right to transfer the Police Coordinator(s) for administrative purposes. The administrative transfer shall occur 60 days after written notice is provided to Crime Stoppers.

6.0 Board of Directors

- 6.1 The Board of Directors shall be elected pursuant to the current Crime Stoppers of Waterloo Bylaws and shall be responsible for:
- 6.1.1 Setting policy within the framework of the legal documents which create and control the program, including the day to day operations and the coordinator's office;
 - 6.1.2 Raising funds through community and corporate donations for paying rewards.
 - 6.1.3 Administration of costs, promotion, marketing and training;
 - 6.1.4 Determining the amount and method of reward payments and ensuring these rewards are paid;
 - 6.1.5 Ensuring that the administrative work of the coordinator(s) is conducted in an efficient and effective manner;
 - 6.1.6 Liaise, advise and support the promotion of the program by the coordinator(s), volunteers and board members.
 - 6.1.7 Acting as the trustee of funds donated by citizens, business and service groups. These funds must be administered in a prudent and legal manner;
 - 6.1.8 Developing new initiatives for curbing crime;
 - 6.1.9 Setting up a speakers bureau that will speak on issues related to the Crime Stoppers mandate;
 - 6.1.10 Maintaining regular liaisons with the media, the coordinator(s) and law enforcement;
 - 6.1.11 Providing insurance and legal protection for the program against criminal and/or civil liability.

7.0 Office Space/Equipment/Insurance

- 7.1 The Police Service will provide office space, miscellaneous office supplies and hard-line communications facilities for daily Program operation, including:
- 7.1.1 the basic phone service for all lines, including tip lines and fax;

- 7.1.2 the basic office supplies – paper, discs, staples, correction tape, printer cartridges, etc.
- 7.2 Crime Stoppers will provide a vehicle for use by the Police Coordinator and/or Board of Directors (subject to appropriate insurance coverage) while conducting program duties. The Police Service will pay for vehicle licensing, insurance, fuel and servicing of the vehicle
- 7.3 Crime Stoppers will provide all printed material, promotional aids, letterhead/envelopes and reward funding. The Police Coordinator(s) shall make no purchases without receiving the approval of the Crime Stoppers designated representative.
- 7.4 Any costs associated with cellular phones, Internet, television cable acquired by or used by Crime Stoppers shall be the sole responsibility of Crime Stoppers. Detailed billing of all calls shall be turned over to Crime Stoppers for payment and audit purposes. The police coordinator will pay for personal billable calls on a monthly basis and will receive a receipt for payment of those funds.
- 7.5 Crime Stoppers shall be responsible for maintaining, at its expense, appropriate insurance coverage including General Liability insurance, Directors' and Officers' insurance and Property insurance for the content of its premises with the Police Service. A copy of the applicable certificates of insurance shall be provided to the Police Service on request.

8.0 Property/Non-Dissemination

- 8.1 The parties acknowledge that all Crime Stoppers property, including but not limited to, hard copy files, computer disks and files, data base, fax/printer documentation, taped transcription from answering machines, promotional and fund-raising materials, administrative files, Crime Stoppers Confidential Reports, Crime Stoppers Disposition Reports and all Crime Stoppers information sheets disseminated for follow-up investigation, remain the sole and exclusive property of Crime Stoppers.
- 8.2 Crime Stoppers information disseminated for investigation shall NOT be copied or attached to police reports, and shall be returned to Crime Stoppers on demand.

9.0 Conferences and Training

- 9.1 The Police Service agrees to register the Police Coordinator(s) for the Ontario Association of Crime Stoppers Training Conference, held annually within the Province of Ontario and to bear the cost of all reasonable expenses incurred, in accordance with the current Police Service training policy.
- 9.2 Crime Stoppers agrees to register the Police Coordinator **or** the Assistant Coordinator, subject to the decision of the Board, for the Crime Stoppers International and/or Canadian National Training Conference, which are held semi-annually on a year about basis, and to bear all reasonable expenses incurred, in accordance with the current Police Service training policy. Such expenses will be approved subject to budget availability.

10.0 Volunteers

- 10.1 Crime Stoppers recognizes that the Program must operate in a manner which is

beyond reproach and acceptable to the general public. Accordingly, Crime Stoppers agrees that all members of the Board of Directors and all Crime Stoppers personnel (including volunteers), who may have access to Police Service Facilities shall be subject to a background clearance checks by the Police Service, and make an oath of secrecy. There will be no cost for the board members or volunteers to have these clearance checks done.

- 10.2 Crime Stoppers Board of Directors members and volunteers specified by the Board of Directors, shall be issued a Crime Stoppers of (Name of Programme) identification badge. The Police Service, through the Police Coordinator(s), shall arrange to have the identification badges issued.
- 10.3 Crime Stoppers Members agree to wear the Identification Badge when entering a Police Service facility, and during any public event involving the program.
- 10.4 The Crime Stoppers of Waterloo Identification Badge is the property of Crime Stoppers.

11.0 Termination of Agreement

- 11.1 It is the intention of the parties that this Agreement continues until terminated by either of them by provision of sixty (60) days written notice.
- 11.2 No liability shall attach to the party initiating termination by reason of such action.

12.0 Agreement Value

The value of this agreement shall be negotiated separately on a yearly basis between the Waterloo Regional Crime Stoppers Board of Directors, and the Waterloo Regional Police Services Board.

IN WITNESS WHEREOF, this Memorandum of Agreement has been signed on behalf of the Waterloo Regional Police Service and Crime Stoppers of Waterloo Inc., by the duly authorized officers of both agencies.

Dated at _____ this _____ day of _____

(Name of Police Service) Police Service

Crime Stoppers of (Name of Program)

(Name)
Chief of Police

(Name), Chair
Board of Directors

Witness

Witness

Name: _____
(print full witness name)

Name: _____
(print full witness name)