

**PROVINCIAL GUNS & GANGS ENFORCEMENT TEAM
AGREEMENT**

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED
BY THE SOLICITOR GENERAL OPERATING AS THE ONTARIO
PROVINCIAL POLICE**

(hereinafter referred to as the “**OPP**”)

AND

(Insert Name of Police Service)

(hereinafter referred to as the “**SERVICE**”)

1. PURPOSE AND OBJECTIVES

- 1.1 The OPP and the SERVICE mutually agree that it is desirable that there is a co-ordinated provincial enforcement strategy to specifically address the enforcement of gun and gang related criminality in the Province of Ontario.
- 1.2 The Provincial Guns and Gangs Joint Forces Team has been established with the mandate to provide specific policing services with respect to:
 - 1.2.1 disruption /dismantling of gun and gang related criminal activity;
 - 1.2.2 providing a coordinated enforcement mechanism in response to information /intelligence received through the JAWG, to further benefit from the JFO model, institutionalizing collaboration; with agencies working in tandem on major multi-jurisdictional investigations;
 - 1.2.3 enhancing public safety through coordinated provincial enforcement to effectively disrupt gang networks and associated criminal activity;

- 1.3 The OPP and the SERVICE wish to enter into this Agreement to provide for and allow the secondment of (insert number of uniform members) of the Service to the OPP to the Provincial Guns and Gangs Enforcement Team under the direction of the OPP.
- 1.4 The Seconded is willing and able to undertake his or her duties and obligations pursuant to this Agreement and to participate in the G&G JFO.

2. TERMINOLOGY

- 2.1 OCEB – OPP Organized Crime Enforcement Bureau.
- 2.2 GUNS & GANGS JFO – Provincial Joint Forces Guns and Gangs Enforcement Team.
- 2.3 G&G JFO – Guns and Gangs Joint Forces Operation.
- 2.4 Deputy Director Specialty Services (Detective Inspector) - the OPP unit commander in-charge of the overall operations of G&G or his/her designate. The Deputy Director Specialty Services is accountable to the Director of the OCEB.
- 2.5 G&G Operations Coordinator – Operations Coordinator in-charge of the daily operations of G&G, or his designate. Accountable to the Deputy Director of Specialty Services.
- 2.6 Seconded - Sworn police officer of the (insert name of Police Service) seconded to the G&G Joint Forces Team, either as a regional team leader or team member.
- 2.7 SERVICE Representative – a senior officer of the SERVICE assigned as a liaison between the SERVICE and the OPP.
- 2.8 JAWG – Joint Analytical Working Group.
- 2.9 JMT – Joint Management Team.

3. SELECTION CRITERIA AND STATUS OF THE SECONDEE

- 3.1 The Seconded will be selected at the discretion of the SERVICE, in consultation with the OPP.
- 3.2 The Seconded must be a minimum of Detective Sergeant rank for a team leader position and a minimum of First Class Constable rank for team member. An individual at a higher rank may be selected. The Seconded must have a criminal investigation background, average computer skills, strong communication skills and be willing to travel throughout the

province of Ontario for extended periods of time. Surveillance experience and/or tactical type training would be an asset. The Seconded will be required to apprehend suspects and utilize use of force as required. The individual must be physically capable of performing the full duties of a police officer.

- 3.3 The Seconded shall remain a member of the SERVICE during the secondment, and, as such, shall continue to be entitled to his or her regular rate of pay (including overtime as pursuant to sections 7.13 & 7.14), and eligible for applicable work related benefits (including promotional opportunities and work related insurance programs).
- 3.4 The Seconded shall neither become a member, nor an employee of the OPP, and shall return to duty with the SERVICE at the end of the secondment.
- 3.5 The OPP agrees to assign, and the SERVICE agrees to make available a member (“the Seconded”) to participate in the G&G JFO, in accordance with this AGREEMENT, as follows:

Detective Constable (insert member name)

4. DUTIES OF THE SECONDED AND TERMS AND CONDITIONS OF ASSIGNMENT

- 4.1 The Seconded shall carry out all the duties necessary to achieve the objectives of this Agreement, in accordance with OPP policies and procedures.
- 4.2 The responsibilities of the Seconded shall include, but are not limited to the following:
 - 4.2.1 Understand current statute and case law affecting the administration of justice to perform assigned duties.
 - 4.2.2 Understand statute and case law pertaining to criminal organizations, the use of agents and confidential human sources, and the gathering and presentation of evidence.
 - 4.2.3 Possess experience in and knowledge of Investigative techniques including surveillance, legislation relating to undercover operations, judicial authorizations including search warrants and technical investigative support under the Criminal Code, and other pertinent statutes.
 - 4.2.4 Know major case management, major case hard-copy file management and major case management software.

- 4.2.5 Be aware of Joint Forces Operations and project plan criteria to perform assigned duties in concert with relationship-building skills to work as a member of that investigative team.
 - 4.2.6 Possess current knowledge of organized crime trends within Ontario, nationally, and internationally.
 - 4.2.7 Understand the Ontario Community Mobilization Model and the Canadian Law Enforcement Strategy.
 - 4.2.8 Become familiar with and comply with the relevant OPP Police Orders and OPP business and policing operations.
 - 4.2.9 Follow the Respectful Workplace Policy.
 - 4.2.10 Competent use of CPIC, Niche RMS, and ability to utilize a wide variety of computer software (e.g. Windows, Microsoft Office, Adobe Electronic Crown Brief, Powercase), including utilizing for presentations and information dissemination.
- 4.3 The OPP shall have supervisory control, and shall be empowered to provide such specific directions to the Seconded as is deemed reasonable and necessary for carrying out the objectives of this Agreement. The OPP G&G Operations Coordinator shall pre-approve any overtime to be worked by the Seconded.
- 4.4 As an employee of the SERVICE, the Seconded shall be subject to the *Police Services Act* complaints and discipline provisions in accordance with the Policies and Procedures of the SERVICE throughout the term of the assignment. The G&G Deputy Director Specialty Services shall advise the SERVICE of any actions of the Seconded, of which G&G is aware, which may constitute a disciplinary offence under the provisions of the *Police Services Act*, as amended, and Regulations thereunder.
- 4.5 The Seconded shall be temporarily assigned to a G&G JFO Unit between 01st March 2022 and 01 March 2023, unless extended or terminated in accordance with the provisions below.
- 4.6 The Seconded shall report for duty on a daily basis to his / her assigned G&G reporting hub, unless otherwise advised by the G&G Operations Coordinator. The schedule will consist of 10 hour shifts, unless otherwise advised by the G&G Operations Coordinator.

- 4.7 Unless otherwise set out in this Agreement, all administrative paperwork or reports required by the SERVICE will be the responsibility of the Secondee (e.g. vacation leave, sick leave, lieu time bank, court cards and any other information required).
- 4.8 The OPP shall ensure that any specialized training required to fulfil the duties specific to G&G operations is provided to the Secondee. The SERVICE shall ensure that the Secondee is trained, and maintains qualifications with, where applicable, the use of firearms, impact devices, defensive sprays, conducted energy weapons, and all other equipment and procedures approved and approved for use by the SERVICE.
- 4.9 The Secondee shall sign the Acknowledgement page attached as Appendix "A" to this Agreement.

5. LEAVE AND APPRAISAL REPORTS

- 5.1 The Secondee shall be entitled to take sick leave during the secondment, in accordance with the applicable SERVICE work related terms and conditions. Request for leave shall be made to the G&G Operations Coordinator as soon as possible during or after the leave.
- 5.2 The Secondee shall be entitled to take annual leave and other leaves earned during the secondment, in accordance with the applicable SERVICE work related terms and conditions. Request for leave shall be made to the G&G Operations Coordinator prior to the leave, and approval shall be subject to operational needs.
- 5.3 The OPP shall provide the SERVICE, on a monthly basis, with a report of any leave taken by the Secondee.
- 5.4 The OPP shall provide the SERVICE and the Secondee, on a bi-yearly basis, with a performance appraisal report of the Secondee. The OPP shall provide the Secondee with an opportunity to review the report, and provide comments, prior to its transmission to the SERVICE.

6. ADMINISTRATIVE SUPPORT AND EQUIPMENT

- 6.1 The OPP shall provide the Secondee with administrative support and equipment to carry out his or her duties pursuant to this Agreement, including:
 - 6.1.1 Access to all equipment required to successfully complete his or her job;

- 6.1.2 Access to all administrative support;
- 6.1.3 The use of a smartphone, if appropriate.
- 6.2 The OPP shall permit the Seconded to operate Government of Ontario owned or leased motor vehicles for the purposes of carrying out his or her duties under this Agreement, on condition that:
 - 6.2.1 The Seconded is a driver properly licensed to operate such vehicles in the Province of Ontario; and
 - 6.2.2 The Seconded complies with the principles provided in the Government of Ontario and OPP policies and procedures.
 - 6.2.3 The Seconded complies with the government policy in relation to the use of the issued fuel credit card.
 - 6.2.4 The Seconded complies with the provisions associated to the use of said issued vehicle; not for personal use and subject to taxable benefits for the use of the vehicle.
- 6.3 All OPP assets provided in conjunction with this Agreement are the property of the OPP and will continue to remain so throughout the term of the Agreement.
- 6.4 In the event that the Seconded will be required to engage in activities as part of the secondment that would fall under and be pursuant to the authority of sections 25.1 to 25.4 of the *Criminal Code*, arrangements shall be made in advance for the SERVICE to obtain designations for the Seconded if required. The OPP shall ensure that there is a properly designated Senior Official and those provisions relating to the Senior Official are followed.

7. FINANCIAL ARRANGEMENTS OF THE SERVICE AND THE OPP

BY THE SERVICE

- 7.1 The SERVICE must identify the location where payments are to be forwarded and provide the name of the relevant contact person at that location.
- 7.2 The SERVICE must provide documentation identifying all salary, allowances and benefits to which the Seconded is entitled prior to the assignment commencing.

- 7.3 The SERVICE must provide documentation detailing the benefit base for which the Seconded is eligible. A copy of the relevant collective Agreement, including updates, will suffice.
- 7.4 The SERVICE will submit all quarterly billings to:
- A/Detective Inspector Lee Fulford or Designate
Deputy Director Specialty Services
Provincial Guns and Gangs Joint Forces Operation
777 Memorial Avenue
Orillia, Ontario
L3V 7V3
- 7.5 Quarterly submission dates: April – June, July – September, October – December, January – March (estimated March billing for salary benefits and allowances to be submitted by March 1 – all others by the 15th of the month following).
- 7.6 The SERVICE shall be responsible for wages or benefits associated with absences due to OPP-approved annual leave and statutory holidays taken on the dates they fall. The OPP is not responsible for payment of overtime, statutory holiday banks, pay in lieu of vacation or any historical banks that pre-date the start date of duty of the Seconded with the G&G unit.
- 7.7 The SERVICE shall be responsible for providing workers compensation coverage for the Seconded throughout the term of the assignment. In the event the Seconded suffers a work-related injury requiring compensation during the term of the assignment, the SERVICE shall be responsible for all of the obligations imposed on the employer by the *Workplace Safety and Insurance Act* or any successor legislation. In the event the work-related injury results in an absence for a continuous period in excess of thirty days, the assignment will terminate on the 31st day. The G&G Deputy Director Specialty Services shall immediately advise the SERVICE of any work-related injury involving the Seconded of which G&G is aware.
- 7.8 The SERVICE shall be responsible for all severance or separation benefits to which the Seconded become entitled should their employment with the SERVICE terminate during the term of any assignment
- 7.9 The SERVICE shall remain responsible for dealing with any and all claims related to an injury, disability, or death which may befall the Seconded during the secondment.

BY THE OPP

7.10 The OPP shall reimburse the SERVICE for the salary and benefits to which the Secondee is entitled, in accordance with the terms of the relevant collective Agreement up to the following rates per annum:

A) First Class Detective Constable

Base salary	\$ 120,840.00
Other Salary Premiums	\$ 3,727.00
Overtime	\$ 22,209.00
Annual benefits	\$ 27,036.00
TOTAL	\$ <u>173,812.00</u>

Quarterly submission \$43,453.00 – per quarter, per Secondee.

7.11 The maximum liability of the OPP for salary and benefits, pursuant to this clause, shall not exceed the amounts specified above. The maximum total liability of the OPP, for salary and benefits, pursuant to this clause, shall not exceed \$173,812.

7.12 The OPP shall reimburse the SERVICE for overtime costs, for the Secondee, up to a maximum of 18% of the Secondee' s base salary (\$120,840), where such overtime has been previously authorized by the G&G Operations Coordinator or his designate. Overtime pay is calculated at an hourly rate of one and a half times the regular hourly rate of the Secondee. The G&G Operations Coordinator will not authorize overtime beyond this limit without prior authorization of the SERVICE Representative.

7.13 The maximum liability of the OPP for overtime costs, pursuant to this clause, shall not exceed \$22,209.00.

7.14 Subject to paragraph 7.11 above, the OPP shall reimburse the SERVICE for the benefits provided to the Secondee if the Secondee is otherwise entitled to said benefits under the terms of the Secondee's collective Agreement or otherwise by law while assigned to G&G other than:

7.14.1 Any premium costs associated with the Workplace Safety and Insurance Board coverage, life insurance coverage, long term disability coverage, extended medical, drug and dental coverage.

7.15 The OPP is not responsible for payment of overtime, statutory holiday banks, pay in lieu of vacation or any historical banks that pre-date the start date of duty of the Secondee at a G&G.

7.16 This Agreement provides for the assignment of one Secondee at the rank as specified in paragraph 7.10. If the Secondee is at a higher rank of First Class Detective Constable than that of the position which he or she is occupying, reimbursement will be provided only to the maximum for that position as specified in paragraph 7.10 above. It is the intention of the parties that reimbursement will only be provided for:

One (1) Secondee at the rank of First Class Detective Constable

7.17 Any salary and benefit differential for the Secondee will be the responsibility of the SERVICE.

7.18 If the Secondee receives a promotion in rank while assigned to the G&G unit, the preceding paragraph will apply.

7.19 The OPP shall not be responsible for the salaries, benefits and allowances for the Secondee when he/she is absent from the G&G unit for Secondee initiated or SERVICE initiated reasons, except where the absence is for annual leave as permitted by the applicable collective Agreement between the SERVICE and the association representing the Secondee.

7.20 The OPP shall not be responsible for the salaries, benefits and allowances for the Secondee when he/she is absent from the G&G unit for court purposes not related to G&G cases.

7.21 The OPP shall not be responsible for salary, allowances and benefits for any period during which the Secondee is absent from the G&G unit as a result of an illness or injury where the absence extends beyond thirty (30) continuous days. In the event the Secondee is absent as a result of injury or illness for a continuous period in excess of thirty (30) continuous days, the assignment will terminate. Where possible the SERVICE will provide a replacement Secondee.

7.22 The OPP shall not be responsible for wages and benefits associated with long term absences or leave requested by the Secondee. Without limiting the generality of the foregoing, the OPP shall be responsible for wages or benefits associated with absences due to vacation and statutory holidays taken on the dates they fall. The OPP shall not be responsible for leave for compassionate reasons in excess of five days.

7.23 The OPP shall be responsible for per diems, meal and travel allowances, and any other direct operating expenses incurred by the Secondee during the course of the assignment. The OPP shall be responsible for payment of direct operating costs and for any per diems owing to the Secondee in accordance with OPP Policy and Procedures.

7.24 The OPP shall ensure that the Secondee is provided with sufficient time to attend all legislated training, which training will be provided to the Secondee by the SERVICE. The OPP is responsible for reimbursement of salary, allowances and benefits during attendance at any period of legislative training. The period of legislative training shall not extend beyond two (2) days within each twelve (12) month period, without approval of the OPP.

8. CONFIDENTIAL INFORMERS AND POLICE AGENTS

Confidential informers and police agents shall be handled in accordance with the procedures set out in Appendix B.

9. DISCLOSURE OF INFORMATION AND/OR DOCUMENTS

9.1 The Secondee shall:

9.1.1 Keep confidential, at all times, any information and/or documents that are confidential and/or contain personal information disclosed pursuant to this Agreement;

9.1.2 Only disclose such information and/or documents for the purposes of carrying out his or her duties;

9.1.3 Return such documents to the OPP at the end of his or her secondment.

9.2 The Secondee shall not disclose such information and/or documents to any person or organization (including the SERVICE), except with the express prior written consent of the OPP, or unless required by law. The Secondee shall, where possible, provide notice to the OPP before any such disclosure is required by law.

9.3 The Parties shall ensure that the collection, use, disclosure, retention, and disposal of information and/or documents pursuant to this Agreement are done in accordance with all applicable laws, regulations, policies and procedures. In particular, the Parties shall take all reasonable and necessary measures to:

9.3.1 keep confidential, at all times, any information and/or documents that are confidential and/or contain personal information disclosed pursuant to this Agreement;

9.3.2 preserve the integrity of such information and/or documents and keep them in a secure environment; and

9.3.3 safeguard against accidental disclosure or unauthorized use.

- 9.4 Each of the parties shall immediately inform the other party, as soon as possible, of any request under the applicable access to information and /or privacy legislation, or other authority, for information and /or documents provided pursuant to this Agreement. The party responsible for handling any such request shall consult with the other party, and the other party shall provide assistance. The party responsible for handling any such request shall endeavor to protect the information and /or documents from disclosure to the extent permitted by law.

10. NOTIFICATION OF INCIDENTS OR REQUESTS

- 10.1 Each of the Parties shall inform the other Party, as soon as possible, of all relevant details of any incidents that occurred in connection with the Seconded and/or this Agreement that could give rise to claims (including third party claims, cross claims, and counter claims), demands, causes of action, actions, proceedings, inquests or inquiries. The Party responsible for investigating and handling any such incidents shall consult with the other Party, and the other Party shall provide assistance. The Party responsible for investigating and handling any such incidents shall take all reasonable and necessary steps to prevent the occurrence of any other such incidents.

- 10.2 In the event of a Special Investigations Unit (SIU) mandated incident involving the Seconded, the supervisor of the involved G&G unit will ensure that the duty officer of the respective jurisdiction where the incident occurred is notified. Additionally, the supervisor will complete notifications to the OPP Provincial Operations Centre through the G&G Unit Manager. The G&G Deputy Director Specialty Services or designate will complete notifications to the SERVICE. Consultation will transpire between the OPP Provincial Operations Centre and the duty officer of the police service where the incident occurred to ensure that only one (1) notification to SIU is completed. If there is any dispute regarding whether the incident satisfies the SIU mandate, the OPP will err on the side of caution and notify the SIU and allow the SIU to determine if the incident meets the SIU mandate.

11. REPRESENTATIVES AND NOTICE

- 11.1 The OPP and SERVICE representatives for this Agreement are:

The **OPP**:

Acting Detective Inspector Lee Fulford or Designate
Deputy Director Specialty Services
Provincial Joint Forces Guns and Gangs Enforcement Team
777 Memorial Avenue
Orillia, Ontario
L3V 7V3

Email: Lee.Fuford@opp.ca

The **SERVICE**:

Name of Police Service /Agency

Address

City, Province

Postal Code

Attention:

Email:

Changes to the OPP and SERVICE representative shall be upon written notice to the other Party.

11.2 Notices to the parties under this Agreement shall be in writing and sent by personal delivery or by email to the representatives at the addresses set out above. Notices by personal delivery or email shall be deemed to have been received at the time of delivery or transmission. The parties may designate in writing to each other a change of address at any time.

12. MONITORING

12.1 The OPP and SERVICE representatives shall meet, every six months to review and assess the operation and effectiveness of this Agreement.

13. DISPUTE RESOLUTION

13.1 The OPP and SERVICE representatives shall consult each other should there be any disputes arising from the interpretation of this Agreement, and shall attempt, in good faith, to resolve the matter.

14. TERM AND TERMINATION

14.1 This Agreement shall commence on (insert date), and shall remain in effect until (insert date), unless extended or terminated in accordance with the provision below.

14.2 Either party may terminate any assignment upon thirty (30) days' notice in writing to the other and to the affected Seconded. In the event of termination of the Seconded, it will be the responsibility of the SERVICE to provide the OPP with a replacement Seconded, in accordance with the selection criteria set out in Part 3 of this Agreement, where possible within thirty (30) days of the termination date.

- 14.3 In the event the Seconded is the subject matter of an investigation with respect to possible criminal or disciplinary proceedings and is suspended from duty pending the completion of the investigation; his or her secondment shall, at the option of the OPP, immediately terminate. In the event the Seconded is charged with a criminal offence or a disciplinary offence under the provisions of the *Police Services Act* or any amendments thereto or any successor legislation, then, at the option of the OPP, the secondment shall immediately terminate
- 14.4 Either party may terminate this Agreement upon sixty (60) days' notice in writing to the other.
- 14.5 Termination of this Agreement shall not release the OPP nor the SERVICE from any obligation accrued during the term of this Agreement.
- 14.6 This Agreement may be amended only upon mutual written consent of the parties.

15. GENERAL

- 15.1 The SERVICE shall not assign, transfer or pledge this Agreement or retain sub-contractors for the performance of the services herein without the prior written consent of the G&G Operations Coordinator. No assignment or sub-contract shall relieve the SERVICE from its obligations under the Agreement or impose any liability upon the OPP or G&G to any assignee or sub-contractor.
- 15.2 The OPP shall not be liable for any injury, death or property damage to the SERVICE, its employees or agents or for any claim by any third party against the SERVICE, its employees or agents, unless it was caused or contributed to by the negligence or willful act or omission of an employee or agent of the OPP while acting within the scope of his or her employment or agency respectively.
- 15.3 Any publicity or publications relating to this Agreement or the services performed hereunder shall be arranged by the OPP. The OPP may, at its sole discretion, acknowledge the services of the SERVICE in any such publicity or publication. The SERVICE shall not publicize its association with the Provincial Joint Forces Guns & Gangs Team without the prior written consent of the OPP.
- 15.4 A waiver of any failure to comply with any term of this Agreement must be in writing and signed by the aggrieved party. Each waiver must refer

APPENDIX "A"

ACKNOWLEDGEMENT RE SECONDMENT

Pursuant to the terms and conditions of the MOU between the OPP and the [insert name of SERVICE] effective as of [insert effective date of the MOU] (the "MOU"), [insert name of Secondee] shall be temporarily assigned to the Provincial Guns and Gangs Unit between from [insert start date] to [insert end date], unless extended or terminated in accordance with the provisions of the MOU.

Signed on behalf of the OPP

Signed on behalf of [insert name of Service]

Name:
Title:

Name:
Title:

Date

Date

ACKNOWLEDGEMENT BY THE SECONDEE

I acknowledge that I have received a copy of the MOU and I confirm that I have read, and understood the terms of this MOU and I accept the Secondment to the G&G Unit pursuant to the terms and conditions of the MOU.

Signature of Secondee

Print Name: _____

Date: _____

Witness Signature

Name of Witness: _____

APPENDIX B

CONFIDENTIAL INFORMERS AND POLICE AGENTS

Definitions:

For the purpose of this Appendix, the following terms shall have the following meaning:

CI Information – Any information provided by a CI.

Confidential Informer or *CI* – A person who provides information to a police officer in exchange for an express or implied promise that their identity and any information that tends to identify them will be protected.

Dual Handling – The practice whereby two or more Members from different Services jointly handle a CI.

Handler's Service – The Service of the Lead Handler.

Informer Privilege – The legal privilege protecting from disclosure the identity and identifying information of a CI.

Lead Handler – The Member who is the primary handler for the CI.

Member – A uniform member of any Service seconded to the OPP and assigned to the OC TIP.

Originating Service – The Service of the handler that cultivated and activated the CI prior to joining the OC TIP.

Police Agent – A person who, under the direction of the police, participates in an illegal transaction or otherwise acts on their behalf, and whose identity and identifying information is not protected by Informer Privilege.

Service – A police service that is a participant in the G&G JFO.

Governing Policies and Procedures for CIs and Police Agents

- 1.1 This appendix reflects the parties' understanding of the measures to be taken to safeguard the identity and identifying information of CIs in all G&G JFO investigations.
- 1.2 This appendix also reflects the parties' understanding of which Service's policies and procedures apply to CIs and Police Agents retained or used by Members in the course of a G&G JFO investigation.
- 1.3 As a general matter, the applicable policies and procedures are those of the Service responsible for handling the CI.
- 1.4 The Lead Handler of a CI for whom the OPP is responsible will be provided the OPP's applicable policies and procedures and expected to review and apply them accordingly.

- 1.5 Nothing in this Agreement is intended to transfer, negate, alter, or otherwise affect each Member's and their Service's fiduciary duties to any CI that they have recruited and handled (or continue to handle) for a law enforcement investigation or their responsibility for ensuring that their CI's identity and identifying information is protected from disclosure.
- 1.6 The Agreement does not create any shared responsibility or liability for CI handling or management among the parties or their Members. The OPP does not accept any responsibility or liability for CI handling or management, except as expressly provided herein.

Protection and Disclosure of CI Information:

- 2.1 Informer Privilege protects Confidential Informers' identities and identifying information.
- 2.2 It is the responsibility of each Member who comes into possession of CI Information to protect it from unauthorized disclosure, in accordance with case law, any applicable statutes and regulations, and the policies and procedures of the Service responsible for handling the CI.
- 2.3 All CI Information will be recorded in accordance with the policies and procedures of the Service responsible for handling the CI. However, at a minimum, the Lead Handler will ensure that any record containing a CI's identity or identifying information must be created, stored, transmitted, and destroyed in accordance with the standards applicable to at least Protected C information.
- 2.4 Documents containing CI Information must be reviewed and vetted by the Lead Handler and the Service responsible for handling the CI. All vetting must ensure that the identity and identifying information of the CI remains protected and is not disclosed.
- 2.5 All CI Information will be disseminated in accordance with the policies and procedures of the Service responsible for handling the CI. However, at a minimum, the Lead Handler will ensure that the identity and identifying information of a CI will only be internally disseminated (within the G&G JFO or to its participants) to individuals with a need to know the information for law enforcement investigation purposes and not based on administrative need.
- 2.6 All CI Information shared with an affiant for an investigation within the G&G JFO must be shared in accordance with the policies and procedures of the Service responsible for handling the CI and be provided in a format suitable for disclosure.
- 2.7 Prior to any proposed disclosure, documents containing CI Information must be reviewed by the Service responsible for handling the CI in accordance with their applicable policies and procedures.

Management and Handling of Confidential Informers:

- 3.1 If a Member joins the G&G JFO and brings with them an existing CI, that CI will be managed and handled in accordance with the Originating Service's policies and procedures.
- 3.2 Members handling a CI recruited outside of the G&G JFO will liaise with their supervisor within the G&G JFO to report that they are handling a CI from outside of the G&G JFO. For clarity, the responsibility for supervision of the CI will remain with the Handler's Service not the OPP.
- 3.3 If it becomes apparent that the CI recruited outside of the G&G JFO might also be a source of intelligence for an G&G JFO investigation, the OPP and the Lead Handler will discuss the CI being temporarily transferred to the G&G JFO for the duration of the project, in which event the CI will be managed and handled in accordance with the OPP's policies and procedures.
- 3.4 If a Member, while they are seconded to the OPP and assigned to the G&G JFO, recruits a CI who provides information supporting an G&G JFO investigation, the CI will be handled and managed in accordance with the policies and procedures of the OPP, and the OPP will assign the primary handler for the CI, unless the parties agree otherwise.
- 3.5 Dual Handling of Confidential Informers will not be authorized absent exceptional circumstances and the joint approval of the OPP and the Member's Service. In cases of Dual Handling, the policies and procedures of the OPP will apply to the management and handling of the CI.
- 3.6 All reports and documentation related to the handling of a CI will be managed in accordance with the policies and procedures of the Service as determined to be applicable based on the above, and consistent with the minimum standards set forth in this Agreement, unless the parties agree otherwise.

Payments to Confidential Informers:

- 4.1 Payments to CIs will be the financial responsibility of and in accordance with the policies and procedures of the Service responsible for handling the CI. Where the CI is transferred to the OPP pursuant to 3.3 or was recruited by a Member while assigned or seconded to the G&G JFO pursuant to 3.4, the OPP will assume responsibility for such payments while the CI is registered and active with the OPP.

Use of Confidential Informers as Police Agents:

- 5.1 The use of Police Agents for an investigation within the mandate of the G&G JFO will be assessed and managed as per the policies and best practices of the OPP.
- 5.2 If a CI is being handled by a Service other than the OPP and is being considered for use as a Police Agent for an investigation by the G&G JFO, the following will occur:

- 5.2.1 the Handler's Service will introduce the CI to the OPP; and
- 5.2.2 the Handler's Service will deactivate the CI if the CI is to be utilized as a Police Agent by the OPP.
- 5.2.3 If the CI is not supported for use as a Police Agent the CI will continue with the Lead Handler and their Service.

Protective Measures in Response to Threats to Confidential Informers:

- 6.1 In the event protective measures are required due to a threat to the CI, the Service responsible for handling the CI will be responsible and will engage any necessary protective measures as per its policies and procedures, unless the threat is directly related to this G&G JFO investigation, in which case the OPP will be responsible and engage any protective measures as per its own policies and procedures and the parties will discuss and seek to agree on their respective responsibilities for the cost associated with such measures.
- 6.2 A Member's duty to warn either the CI or a third party of a threat will be handled in accordance with the policies and procedures of the Service responsible for handling the CI, and the Lead Handler will advise the G&G JFO command of the threat if it's related to a G&G JFO investigation.

APPENDIX “C”

Job Description for OPP Position of Detective Constable – Provincial Guns and Gangs Unit



OCEB DCst
Investigator.pdf
