CONFIDENTIAL INFORMANT AGREEMENT (PFN17)

NORTH DAKOTA PEACE OFFICER STANDARDS AND TRAINING (POST) BOARD

SFN 61824 (05/2020)

Confidential Informant Submission

Name (Last, First Middle)							
Confidential Informant Number			Telephone Number			Email	
Address			City			State	ZIP Code
Alias or Other Name							
Date of Birth	Place of Birth (City and State)	Race	Gender ☐ M ☐ F	Height	Weight	Eye Color	Hair Color
Identifying Characteristics (scars, marks, physical defects, etc.)				Occupation			
Drug User ☐ Yes ☐ No	If Yes, What Drug(s)					Social Security Number	
FBI Number			SID Number			Other	

The Privacy Act of 1974 requires the following information be provided when individuals are requested to disclose their social security numbers. Disclosure of the social security number is voluntary and it is requested for identification purposes. Failure to disclose this information will not affect participation in this program.

Driver's License Information

State or County	Number	Expiration Date

Vehicle Registration

Make/Model	Year of Car	License Number	Year	State

Education

Name of School	Level Completed

Controlling Agent Observation/Miscellaneous

Comments

Criminal Activity

Locations of Criminal Activity (City, State, County)
Criminal Associates (Last, First, Middle Name)

Source of Supply (Name)	Telephone Number
Prior Criminal Record	

Name of Confidential Informant	Confidential Informant Number

Family

Spouse		Telephone Number	
Address	City	State	ZIP Code
Father		Telephone Number	
Address	City	State	ZIP Code
Mother		Telephone Number	
Address	City	State	ZIP Code
Brothers/Sisters/Children (Name and Relationship)		Telephone Number	
Address	City	State	ZIP Code
Brothers/Sisters/Children (Name and Relationship)		Telephone Number	
Address	City	State	ZIP Code
Brothers/Sisters/Children (Name and Relationship)		Telephone Number	
Address	City	State	ZIP Code

Controlling Agent Name	Signature	Date
Supervisors Name	Signature	Date

Name of Confidential Informant	Confidential Informant Number

1. Do you understand as a Confidential Informant you have the right to remain silent, you have the right to speak with legal counsel at any time, and you have the right to cease working as a Confidential Informant: if you choose to seek legal counsel at any time this will not invalidate the agreement?	☐ Yes ☐ No
2. Do you understand that there is an inherent risk associated with acting as a Confidential Informant, which could include death or injury?	☐ Yes ☐ No
3. Do you understand that the controlling agent with whom you are working with will notify you with any known information about crimes of violence committed by the target(s) of the investigation?	☐ Yes ☐ No
4. Do you understand that as a Confidential Informant you are not an employee of the agency named below nor are you entitled to Worker's Compensation or unemployment benefits from the state of North Dakota and will not hold the state liable for any injuries or damage incurred by reason of your association with the agency named below?	☐ Yes ☐ No
5. Do you understand that your association with the agency named below is only as a Confidential Informant and that any payment received from them will not be subject to federal or state withholding or social security? All reporting of income is the responsibility of the Confidential Informant; and any money or property provided to the Confidential Informant by law enforcement to be used during an investigation may not be used for personal use and must be accounted for at all times.	☐ Yes ☐ No
6. Do you understand that you are not privileged to violate any laws during the course of your association with the agency named below and you are not to handle any contraband or illegal drugs at any time unless specifically authorized to do so by whom you are working?	☐ Yes ☐ No
7. Do you understand that as a Confidential Informant that any sexual relations with an intended target of a police investigation is a violation of the agreement and may be a violation of the law?	☐ Yes ☐ No
8. Do you understand you are not to divulge to any person, except the controlling agent with whom you are associated, your status as a Confidential Informant for the agency named below and that you will not use your association with them to resolve your personal problems?	☐ Yes ☐ No
9. Do you understand that you are to report to the controlling agent assigned to work with you on a continuous basis while actively associated with the agency named below?	☐ Yes ☐ No
10. Do you understand that your association with the agency named below does not afford you any special privileges regarding the use or sale of controlled substances; and any violation of any of the rules set forth could terminate the terms of this written agreement. You could receive no benefit and you could incur additional criminal charges.	☐ Yes ☐ No
11. Do you understand that you are not to use the personnel from the agency named below as credit references or employment references unless prior approval is obtained from the controlling agent with whom you are associated?	☐ Yes ☐ No
12. Do you understand the law as it relates to entrapment, as I have explained it to you? Entrapment is defined as: for the purpose of obtaining evidence of the commission of a crime, the law enforcement agent induces or encourages and, as a direct result, causes another person to engage in conduct constituting such a crime by employing methods of persuasion or inducement which create a substantial risk that such crime will be committed by a person other than one who is ready to commit it. Conduct merely affording a person an opportunity to commit an offense does not constitute entrapment.	☐ Yes ☐ No
13. Do you understand that if you are currently on parole or probation that prior approval must be obtained from a district judge, after an in-camera hearing, before entering into any agreement with the agency named below?	☐ Yes ☐ No
14. Do you understand that no promises can be made to you about court appearances and that you may have to appear in court and testify truthfully if called as a witness in court proceedings?	☐ Yes ☐ No
15. Do you understand that the controlling agent will not provide an absolute guarantee or promise regarding any potential charges against you; however, the controlling agent will truthfully report your cooperation based on your substantial compliance with the informant agreement? Substantial compliance with the terms of this agreement could result in	☐ Yes ☐ No

Name of Confidential Informant	Confidential Informant Number

16. Anticipated Number of Control Buys	Anticipated Number of Controlled Sales	CI Initial
Anticipated Number of Surreptitious Recordings	Duration of Agreement	

17. If you are acting as a paid confidential informant, understand that compensation amounts for each successful controlled buy, successful controlled sale or successful surreptitious recording may vary depending upon the individual facts and circumstances of each. The controlling agent will discuss with you and document on this form what those compensation amounts will be prior to and for each controlled buy, controlled sale, or surreptitious recording. Please list those compensation amounts below. If additional space is needed attach additional sheet (same format).	CI Initial

Date	Compensation Amount	Date	Compensation Amount	Date	Compensation Amount
Date	Compensation Amount	Date	Compensation Amount	Date	Compensation Amount

18. Do you have any questions concerning the rules and regulations to which you will be required to adhere?	☐ Yes ☐ No

Confidential Informant Signature	Date
Witness Signature	Date
Controlling Agent Signature	Date

Deactivating Confidential Informant

Controlling Agent Name	Controlling Agent Badge Number	Date

Confidential Informant Name	Date

Comments/Reasons for Deactivation

Controlling Agent Signature	Date
Supervisor Signature	Date

Confidential Informant Waiver of Right to Counsel

Confidential Informant Name	
Agency Name	Controlling Agent

I, named above, am willing and agreeing to work with the above named agency and controlling agent as a Confidential Informant. I do not want a lawyer at this time and I understand that I have the right to an attorney. No promises or threats have been made to me, and no mental or physical force of any kind has been used against me. I understand and know what I am doing and I also understand that I can request an attorney at any time, and by asking for an attorney it will not invalidate the agreement.

Confidential Informant Signature	Date	Time Field

Certification

I CERTIFY that the foregoing Confidential Informant Waiver of Right to Counsel was read to the above signatory, that he/she also read it and has affixed his/her signature in my presence.

Controlling Agent Signature	Date
Witness Signature	Date