

WINNEBAGO - BOONE COUNTY INVESTIGATIVE COOPERATIVE MEMORANDUM OF UNDERSTANDING

The undersigned law enforcement agencies charged with the duty of enforcing the law and protecting their citizens from illegal activity, recognize that the most effective means to accomplish that duty is through the pooling of their resources and the joint exercise of their respective authorities; and do now enter into this Memorandum of Understanding to jointly conduct certain law enforcement investigations. The effective date of this Memorandum of Understanding (MOU) is February ____, 2026.

I. PARTIES

The Winnebago-Boone Investigative Cooperative (WBIC) shall consist of the Belvidere Police Department, Boone County Sheriff's Department, Cherry Valley Police Department, Durand Police Department, Loves Park Police Department, Pecatonica Police Department, Rockford Police Department, Rockford Park District Police Department, Rockton Police Department, Rock Valley College Police Department, Roscoe Police Department, Illinois State Police (ISP), Winnebago County Sheriff's Office, Winnebago Police Department, and the South Beloit Police Department (hereinafter, the "Member Agencies" or "Parties").

II. AUTHORITY

The WBIC will be governed by the WBIC Governing Board (hereinafter referred to as the "Board"), which will consist of the following representatives of the member Agencies: The ISP Zone 2 Investigations Commander or her/his designee, Winnebago County Sheriff or her/his designee, Rockford Chief of Police or her/his designee, Cherry Valley Chief of Police or her/his designee, Durand Chief of Police or her/his designee, Loves Park Chief of Police or her/his designee, Roscoe Chief of Police or her/his designee, Rockton Chief of Police or her/his designee, Rockford Park District Chief of Police or her/his designee, Rock Valley College Chief of Police or her/his designee, Pecatonica Chief of Police or her/his designee, Winnebago Chief of Police or her/his designee, South Beloit Chief of Police or her/his designee, Belvidere Chief of Police or his/her designee and the Boone County Sheriff or her/his designee.

The Board shall elect a Chairperson and Co-Chairperson to serve as administrators of the WBIC in the absence of the full Board.

III. PURPOSE

The purpose of this MOU is to memorialize the Parties' understanding on how they will cooperate and jointly conduct certain law enforcement investigations.

The purpose of the WBIC is to provide objective, comprehensive investigations into matters of integrity involving law enforcement agencies within the geographic boundaries of Winnebago and Boone Counties.

The WBIC will conduct reactive investigations when a request for WBIC assistance has been received from the Sheriff or Chief of Police. The requesting Sheriff or Chief agrees to support the investigation and to cooperate with state or federal prosecutors if the investigation determines that criminal conduct has occurred.

WBIC assistance can be requested under the following circumstances:

1. Officer-involved shooting; fatal and non-fatal;
2. Officer-involved death;
3. Use of deadly force resulting in serious injury (e.g. taser, baton, etc.);

4. In-custody death;
5. Motor vehicle crashes involving police officers where death is imminent or likely;
6. On-duty officer-involved criminal sexual assault; and
7. Any other on duty criminal investigations at the discretion of the WBIC Commander and/or Board.

IV. COSTS

The parties agree that personnel appointed to the WBIC will remain employees of their respective agencies for payroll purposes. The agencies will supply necessary equipment items and will compensate their personnel for work performed in support of WBIC operations. Such compensation may include, but is not limited to, costs for wages, overtime, injury, death, and retirement benefits and insurance.

V. LIABILITIES/INSURANCE

1. Each agency will accept liability to the extent required by the Illinois Worker's Compensation Act (820 ILCS 305/1 *et seq*) for personal injuries incurred while engaged in WBIC activities.
2. Member Agencies will furnish their assigned officers with a suitable vehicle and will bear sole responsibility for the costs of maintaining, operating, and insuring said vehicle.
3. Each Member Agency agrees to assume liability for its respective personnel, vehicles and equipment assigned to the WBIC. Each participating Member Agency assumes responsibility for the indemnification of those agency personnel acting under the authority of this MOU.

VI. WBIC STAFFING

1. ISP, RPD and WCSO, will assign no less than three (3) officers to the WBIC. Other participating agencies are encouraged to assign at least one (1) officer to the WBIC.. However, with Board approval, any Winnebago or Boone County law enforcement agency shall be allowed participation in the WBIC. although staffing prohibits assignment of personnel. One of the ISP personnel will be a WBIC Commander (Sergeant or above) who will be responsible for supervising the overall operation of the WBIC and will report to the Board. The WBIC squad supervisors shall be members of participating agencies and will report through the WBIC Commander on all operational issues.
2. The Board may disband the operation of the WBIC at any time by a majority vote of the Board..

VII. OPERATIONAL PROCEDURES

The parties agree that the following operational procedures shall prevail throughout the duration of this MOU.

1. WBIC Commander
 - A. Will be an ISP Officer (Sergeant or above) acting under supervision of ISP Zone 2 Investigations Command, or her/his designee;
 - B. Is responsible for the operations of the WBIC and overall direction and supervision of the assigned work force, to include the maintenance of case review and reporting;
 - C. Will adhere to all laws of the state of Illinois and the United States of America;
 - D. Will maintain compliance with their respective agency's policies and procedures; and
 - E. Will ensure notification has been made to the Winnebago or Boone County State's Attorney, wherever the jurisdiction of the incident falls within.
2. WBIC Supervisors or "Squad Leaders"

- A. Will be full-time police officers from participating agencies who have completed the appropriate training as required by the Board and are not the subject of any current or pending disciplinary action;
 - B. Will adhere to the laws of the state of Illinois and the United States of America;
 - C. Will maintain compliance with their respective agency's policies and procedures, as well as the policies and procedures of ISP. In the event of conflict, the most rigid standard will apply;
 - D. Will perform the duties and supervisory roles of the WBIC Commander during his/her absence; and
 - E. Will supervise WBIC members during investigations.
3. WBIC Members
- A. Will be full-time police officers from participating agencies who have completed the appropriate training as required by the Board, law, and are not the subject of any current or pending disciplinary action;
 - B. Will adhere to all laws of the state of Illinois and the United States of America; and
 - C. Will maintain compliance with their respective agency's policies and procedures, as well as the policies and procedures of ISP. In the event of conflict, the most rigid standard will apply.

VIII. OTHER OPERATIONAL CONSIDERATIONS

1. **Policies and Procedures** – In signing this MOU, a Member Agency is agreeing to the attached Policies and Procedures.
2. **Conflict of Interest** - WBIC Members will not be assigned to an operational function of any WBIC investigation if the WBIC member is employed by the requesting agency or has a legitimate conflict of interest to the on-going investigation.

Nothing in this MOU shall preclude the requesting agency from providing a professional and thorough law enforcement response to any incident covered in Article III to include ensuring public safety, giving aid to the injured, securing the crime scene, protecting evidence, and identifying witnesses.

3. **Department Liaison** - The requesting agency shall designate a department employee to act as a liaison with the WBIC during the investigation. Any requests for documents, records, or other relevant information needed by the WBIC will be made through the department liaison.
4. **Report Writing** – The ISP reporting system and the member agency's report writing and case preparation procedures shall be utilized to document investigations undertaken by the WBIC. The ISP will serve as the clearinghouse for all written reports and will present a complete copy of the WBIC's investigative case file to the requesting agency and the Winnebago or Boone County State's Attorney's Office, wherever the jurisdiction of the incident falls within.
5. **Confidential Sources** – ISP confidential source policy shall be followed. Confidential source policy includes, but is not limited to, preparation of reports identifying the confidential sources (CS), a record of his/her motivation, fictitious names, true signature, photographs, fingerprints and other data which will serve to protect both the CS and his/her control officer. The CS procedure shall include strict adherence to policy for monetary payments (i.e., witnesses and receipt) and debriefing procedures. It is further understood that all file informants developed by the WBIC "belong" to the WBIC and are not the sole providence of one officer. Official Advance Funds (OAF) – ISP directives concerning the utilization of OAF shall be followed.

6. **Media Relations** – Media releases will be handled by the WBIC Commander after consultation with the Winnebago or Boone County State’s Attorneys, wherever the jurisdiction of the incident falls within. Matters relating to the WBIC investigation will be addressed by the Commander; matters that are administrative and involve personnel of a Member Agency shall be handled by that agency’s Sheriff or Chief of Police.
7. **Freedom of Information** – The Winnebago - Boone Integrity WBIC recognizes and will comply with the established guidelines set forth in the Freedom of Information Act (5 ILCS 140/1 *et seq*). Any FOIA requests relating to a WBIC investigation will be referred to the Winnebago or Boone County State’s Attorney’s Office, wherever the jurisdiction of the incident falls within.
8. **Non-Binding MOU** –The Member Agencies acknowledge that this MOU does not constitute a binding contract or agreement between the Parties and no provision herein will be enforceable in a court of law or equity. It is not based on any existing agreement between the Parties and is not intended to impose any obligation whatsoever. No legal or equitable rights, responsibilities or duties are created hereby. No party may reasonably rely on any promise inconsistent with this section. This section supersedes all other conflicting or ambiguous language in this MOU or any attachments thereof.

IX. TERMINATION/MODIFICATION OF MOU

This MOU shall be in full force and effect between all signatories of this MOU until such a time that the Board disbands the WBIC or terminates this MOU. A member agency may withdraw from this MOU at any time by providing written notice thirty (30) days prior to withdrawal to the remaining Board members. This MOU may be modified only by written agreement of all Parties.

X. SIGNATORIES OF WBIC MEMBER AGENCIES

Dated this ____ Day of _____, _____

BELVIDERE POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

BOONE COUNTY SHERIFF'S DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

CHERRY VALLEY POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

DURAND POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

ILLINOIS STATE POLICE

By: _____

Dated this ____ Day of _____, _____

LOVES PARK POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

PECATONICA POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

ROCKFORD PARK DISTRICT POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

ROCKFORD POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

ROCKTON POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

ROSCOE POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

SOUTH BELOIT POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

WINNEBAGO POLICE DEPARTMENT

By: _____

Dated this ____ Day of _____, _____

WINNEBAGO COUNTY SHERIFF'S DEPARTMENT

By: _____

Dated this _____ Day of _____, _____

ROCK VALLEY COLLEGE POLICE DEPARTMENT

By: _____