



City Council
COMMITTEE OF THE WHOLE
City of Belvidere, Illinois

Alderperson Clayton Stevens	Chairman Building
Alderperson John Albertini	Vice-Chairman Building
Alderperson Wendy Frank	Chairman Finance and Personnel
Alderperson Ric Brereton	Vice-Chairman Finance and Personnel
Alderperson Mike McGee	Chairman Planning & Zoning
Alderperson Matthew Fleury	Vice-Chairman Planning & Zoning
Alderperson Rory Peterson	Chairman Public Safety
Alderperson Jerry Hoiness	Vice-Chairman Public Safety
Alderperson Sandra Gramkowski	Chairman Public Works
Alderperson Chris Montalbano	Vice-Chairman Public Works

AGENDA

February 9, 2026
6:00 p.m.
City Council Chambers
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

1. Building, Planning & Zoning, Unfinished Business: None.
2. Building, Planning & Zoning, New Business:
 - A. Building Department – Update.
 - B. Planning Department – Update.
3. Public Works, Unfinished Business: None.
4. Public Works, New Business:
 - A. Public Works Department – Update.
 - B. 2026 MFT Street Maintenance Program.
 - C. IDNR License Agreement Renewal – 21" storm sewer outfall to the Kishwaukee River.
 - D. Kishwaukee Riverfront Redevelopment Project Area TIF – Dairy Farmers of America Request.
 - E. Certificate of Satisfactory Completion – MH Subdivision Public Improvements.
5. Other, Unfinished Business:
 - A. Proposals for IT and VOIP Phone Services.
 - B. Intergovernmental Agreement for the Provision of IT and VOIP Phone Services.
6. Other, New Business:
 - A. Appointment of Rick Menge to the Fire & Police Commission.
 - B. Glenwood Center for Better Mental Health Consultant Services Agreement.
 - C. Intergovernmental Agreement with the Belvidere Township Park District for Police Services.
 - D. Winnebago-Boone County Investigative Cooperative Memorandum of Understanding.
7. Adjournment:

401 Whitney Boulevard
Belvidere, IL 61008
815-544-9256
banderson@ci.belvidere.il.us

Public Works Department

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 1/8/2026
Re: 2026 MFT Street Maintenance Program

The following is the proposed MFT Street Maintenance Program for 2026:

Arterial & Collector Street Overlays:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Ward</u>	<u>Quantity</u>	<u>Distance</u>
Pearl Street	US 20	6 th St	1	9,750 SY	2,250 LF
Shaw Road	Newburg	City Limit	2	6,880 SY	2,580 LF
N State St	Fairgrounds	Appleton	2/4	18,600 SY	2,700 LF
Bonus Ave	Bus 20	Lincoln	4	12,027 SY	3,280 LF
McKinley Ave	Madison	Jackson	4	4,267 SY	1,600 LF

Residential Overlays:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Ward</u>	<u>Quantity</u>	<u>Distance</u>
Willowbrook Dr	Chrysler	Hazelwood	1	6,333 SY	1,900 LF
Francis St	Royal	Clines Ford	2	4,926 SY	1,425 LF
Mary St	Royal	Clines Ford	2	4,926 SY	1,425 LF
Channing Ave	Grover	Willow	3	3,133 SY	940 LF
Kennedy Dr	Logan	6 th St	3	4,217 SY	1,150 LF
E 6 th St	Fieldstone	Farmington Way	3	10,162 SY	2,690 LF
Henry Ct	6 th St	End	3	840 SY	305 LF
Wildrose Dr	Perssons	Fox Field	5	2,970 SY	990 LF
W Pleasant St	State	Pearl	5	1,956 SY	440 LF

Current MFT regulations require that ADA compliant sidewalk returns at all intersections of the streets being overlayed must be in place or installed in conjunction with the overlay project. There is \$1,000,000 budgeted in MFT for the Street Maintenance Program.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 1/21/2026
Re: IDNR License Agreement Renewal – 21" storm sewer outfall to the Kishwaukee River

Our current License Agreement from the Illinois Department of Natural Resources for our 21" storm sewer outlet to the Kishwaukee River located at the dam in Belvidere Park is up for renewal. The renewal period is for ten years and the lump sum renewal fee is \$1,100.00. The Agreement also requires the City to provide a Certificate of Insurance naming the State of Illinois as an additional insured.

I would recommend approval of the IDNR License Agreement and authorize the Mayor to sign the Agreement. All costs associated with fulfilling this Agreement will be paid for from Street Department Line Item #01-5-310-6001.

Agreement Number: 6455
Site Name: Kishwaukee River-
Belvidere Dam
Location Code: 80-6406-1

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LICENSE AGREEMENT

THIS AGREEMENT is entered into the _____ day of _____, 20____, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "IDNR," and CITY OF BELVIDERE, hereinafter referred to as "LICENSEE";

WITNESSETH:

WHEREAS, IDNR has title and jurisdiction over the real estate hereinafter described; and

WHEREAS, the premises is not otherwise needed immediately or in the near or foreseeable future by IDNR or development by IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this Agreement pursuant to the Department of Natural Resources Law, 20 ILCS 805/805-260; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants herein undertaken by virtue of the signature authorization attached hereto as Exhibit A; and

NOW THEREFORE: For and in consideration of the mutual covenant and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR and LICENSEE agree to the following:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to LICENSEE a license to do the particular acts stated in paragraph 5 below on the property owned by the State of Illinois known as Kishwaukee River-Belvidere Dam, shown on the attached Exhibit B (hereinafter "Premises"), and legally described as follows:

That portion of the property of the State of Illinois in Section 26, Township 44 North, Range 3 East, of the Third Principal Meridian, described as follows, to-wit:

Commencing at the Southeast corner of the Southwest Quarter of Section 26, thence North 1O 13' 36" West in the East line of aforesaid Southwest Quarter of Section 26, a distance of 905.20 feet to a point in the centerline of West Lincoln Avenue, thence due West in the aforesaid centerline of Lincoln Avenue, a distance of 72.30 feet to a point; thence South 1O 07' 01" East in a line, a distance of 484.60 feet to a point; thence South 83O 34' 10" East in a line, a distance of 61.0 feet to a point; thence South 9O 45' 20" West a distance of 127.43 feet to the centerline of an existing 21" storm sewer and the point of beginning of the centerline of the following described 15 foot storm sewer R.O.W.; thence South 89O 35' 16" West a distance of 27.16 feet to a point; thence South 72O 36' 46" West a distance of 320.0 feet to a point; thence South 9O 39' 04" West, a distance of 125 feet more or less to the Northerly line of the Kishwaukee River in the City of Belvidere, Boone County, State of Illinois.

It is understood and agreed that IDNR makes no representations with respect to the condition of the title or boundaries of the Premises and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning the same. It is further agreed that licensed activities authorized herein shall not be carried on outside the boundaries of the Premises without the prior written consent of IDNR.

2. TERM: The term of this Agreement shall be for a period of ten years, beginning on the 1st day of May, 2026, ("Effective Date") and ending on the 30th day of April, 2036, ("Expiration date") unless otherwise renewed, terminated or amended as provided for herein.
3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of One Hundred and Ten Dollars (\$110) per year, payable five (5) days in advance of the Anniversary Date of this Agreement. All payments shall be made by check payable to "Illinois Department of Natural Resources" and remitted to "Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271". Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

4. NON-EXCLUSIVE LICENSE: DNR hereby grants to LICENSEE a non-exclusive license, subject to all rights, interests and estates of third parties in and near the license Premises, including, without limitation, any leases, licenses, easements, liens, ownership interests or encumbrances in existence as of the date of this grant, and upon the terms and conditions set forth in this Agreement, to enter upon the license Premises for the applicable license purpose

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises to operate and maintain a twenty-one inch (21") storm sewer only, and such use is subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

6. RESTRICTIONS ON USE: LICENSEE shall not remove any coal or any other material or oil lying on or under the Premises.

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LICENSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LICENSEE contained herein, LICENSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LICENSEE in, on, under or from the Premises. For purposes of this License, the term "Hazardous Materials", shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste,

contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, “Environmental Laws” shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

7. COMPLIANCE WITH LAWS: It is agreed that LICENSEE, in the authorized use of the Premises, shall observe and comply with all applicable local, state or Federal rules, regulations and laws, and indemnify IDNR for any costs, expenses and damage caused by the violation of any such rules, regulations or laws. Nothing herein shall be construed to place responsibility for compliance with applicable law on IDNR. Licensee shall bear all costs and fees and responsibility to comply with all applicable laws, ordinances, rules and regulations that may govern the proposed or authorized use of the Premises.

8. PROHIBITION ON ENCUMBRANCE: LICENSEE shall not allow or permit or give authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises. LICENSEE shall not record a copy of this or any subsequent Agreement with the IDNR involving the Premises. If any license, lien, encumbrance or mortgage is placed on the Premises as a result of LICENSEE’s activity, LICENSEE shall immediately take all actions and pay all costs or fees to have the lien, encumbrance or mortgage removed and released.

9. MODIFYING THE PREMISES: LICENSEE shall not modify or alter the Premises or any improvement located on the Premises without prior written approval of IDNR. If LICENSEE wishes to make alterations or modifications to the Premises, LICENSEE shall

notify IDNR's Division of Field Operations (telephone: 217/782-2605) to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11 and the Illinois Natural Areas Preservation Act, 525 ILCS 30/17, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

10. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises. IDNR reserves the right to require LICENSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

11. MAINTENANCE, ALTERATIONS AND OPERATION

A. IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that LICENSEE has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition.

B. This Agreement is considered "a net agreement." All operating costs will be paid by LICENSEE. LICENSEE shall be responsible for the prompt payment of all utility bills, including, but not limited to trash removal, electricity, gas, water and sewer, telephone, cable television, and internet service furnished or supplied to all or any part of the Premises.

C. LICENSEE acknowledges that it has inspected the Premises for transmission of utilities and all other lines running within the Premises, including but not limited to oil, gas, electricity, water or sewer, and is accepting liability for LICENSEE'S harm to such transmissions running within, across or above the Premises. IDNR makes no representation or warranty as to the condition of prior or existing use of said transmissions. During any trench or other installation or relocation of any underground utility line, LICENSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows: Red -

electric power; Yellow - gas, oil, hazardous materials; Orange - telecommunications, signals; Blue - water; and Green – sewer. Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

D. LICENSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LICENSEE shall maintain the Premises and repair and pay for any damages caused by the LICENSEE or their customers, invitees, agents or guests. If LICENSEE fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

E. Requests for LICENSEE improvements within or for the benefit of the space(s) allocated to LICENSEE shall be submitted to IDNR for approval in a timely manner. Payment of LICENSEE improvements shall solely be paid for by the LICENSEE and subject to the reasonable direction and approval of IDNR.

F. Except when any maintenance or repairs are necessitated by LICENSEE activities, IDNR shall provide necessary maintenance and repairs to HVAC, plumbing, foundation, roofing, or other structural elements.

G. Any maintenance activities of LICENSEE, including all excavation or vegetation management activities, shall be preceded by written notice to IDNR pursuant to Section 23 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE.

12. PUBLIC SAFETY: IDNR may determine that a particular use of the Premises by LICENSEE is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. LICENSEE, at its own expense, may be required to install safety devices, make modifications, or cease LICENSEE's operation to render the Premises safe for, and compatible with, public use.

13. TAXES: If applicable, upon notice to LICENSEE of the amount(s) due, LICENSEE shall timely pay and discharge LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the Premises or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the Premises during the term of this Agreement with respect to any tax year, or any portion thereof. LICENSEE shall, at any time upon request of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

14. INSURANCE: LICENSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 day notice has been provided to the State. LICENSEE shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit LICENSEE's obligation to indemnify, defend, or settle any claims.

15. INDEMNIFICATION: LICENSEE agrees to assume all risk of loss and to indemnify and hold IDNR, its officers, agents, employees harmless from and against any and all liabilities, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to LICENSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LICENSEE, its officers, agents, guests and invitees.

16. TERMINATION: This Agreement may be terminated at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines that the Premises is required to be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LICENSEE ninety (90) days' written notice of its intent to terminate, and LICENSEE shall

cease its use of the Premises and remove LICENSEE's personal property therefrom, prior to the expiration of said notification period. If this Agreement is terminated pursuant to this subsection, LICENSEE shall not be liable for any further payments, other than remaining taxes or fees, beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

(C) Both IDNR and LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty (60) days' advance written notice in accordance with Section 23 herein.

17 RESTORATION OF PREMISES: Upon the termination or expiration of this Agreement, LICENSEE shall make such repairs and restorations as IDNR deems necessary. LICENSEE shall surrender the Premises to IDNR and restore any disturbances of the Premises caused by LICENSEE to the same or similar condition as prior to this Agreement, to the reasonable satisfaction of IDNR. If LICENSEE fails to restore the Premises, IDNR may restore the Premises, and require LICENSEE to pay the cost of such restoration.

18 RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LICENSEE shall provide IDNR with sixty (60) days' advance written notice of its interest in extension of the License. IDNR reserves the right to adjust rental rates on any renewal or extension to reflect current land values and/or conditions and circumstances. No holding over by LICENSEE shall be permitted. If the Premises is not properly vacated as provided herein, LICENSEE shall be considered a trespasser, and appropriate legal action may be taken.

19. AMENDMENTS: This Agreement and its attached exhibits constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. ASSIGNMENT; SUBLICENSING: LICENSEE shall not assign this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Premises, or any part thereof, without the prior written consent of IDNR, which may be withheld for any reason or for no reason, and in no event shall any such assignment or sublicense ever release LICENSEE from any obligation or liability hereunder.

No assignee or sublicense holder of the Premises or any portion thereof may assign or sublicense the Premises or any portion thereof. IDNR is not required to collect any license fees or other payments from any party other than LICENSEE; however, any collection by IDNR from any approved assignee or sublicense holder or any other party on behalf of LICENSEE's account is not construed to constitute a novation or a release of LICENSEE from further performance of its obligations under this Agreement.

21. SUPERSESSION: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

22. APPLICABILITY AND SEVERABILITY: IDNR and LICENSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the Premises. Should any provision of this Agreement be found illegal, invalid or void by a court of competent jurisdiction, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

23. NOTIFICATION: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:

LICENSEE:

Department of Natural Resources
Div. of Concession & Lease Management
One Natural Resources Way
Springfield, IL 62702-1271
Telephone: 217/782-7940
DNR.LandUseAgreements@illinois.gov
Emergency Contact: Solberg, Derek
Location: Shabbona, IL
Telephone: 815/824-2106

City of Belvidere
Attn: Brent Anderson
401 Whitney Blvd.
Belvidere , IL 61008
Telephone: 815/544-2612
banderson@belbidereil.gov
Emergency Contact: Police Dept
Location: 615 N. Main St
Telephone: 815-544-2135

24. **FISCAL FUNDING:** Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.
25. **WAIVER:** The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.
26. **CERTIFICATIONS:** LICENSEE'S certifications attached as Exhibit C are incorporated herein by reference thereto.

Agreement Number: 6455
Site Name: Kishwaukee River-
Belvidere Dam
Location Code: 80-6406-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this _____ day of
_____, 20__.

LICENSEE:

STATE OF ILLINOIS:

CITY OF BELVIDERE

DEPARTMENT OF NATURAL RESOURCES

BY: _____

APPROVED: DIRECTOR, IDNR

Title: _____ Director _____

Date: _____

By: Division Manager

Division of Concession and Leases

BY: _____

Title: _____

FEIN No. _____

Agreement Number: 6455
Site Name: Kishwaukee River-
Belvidere Dam
Location Code: 80-6406-1

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of CITY OF BELVIDERE,
(Lessee or Licensee -Company / Corporation / Municipality)

I certify that _____ is an authorized representative of
said
(Name of executive of official who will sign the agreement)

organization and is legally empowered to act on its behalf in executing this agreement.

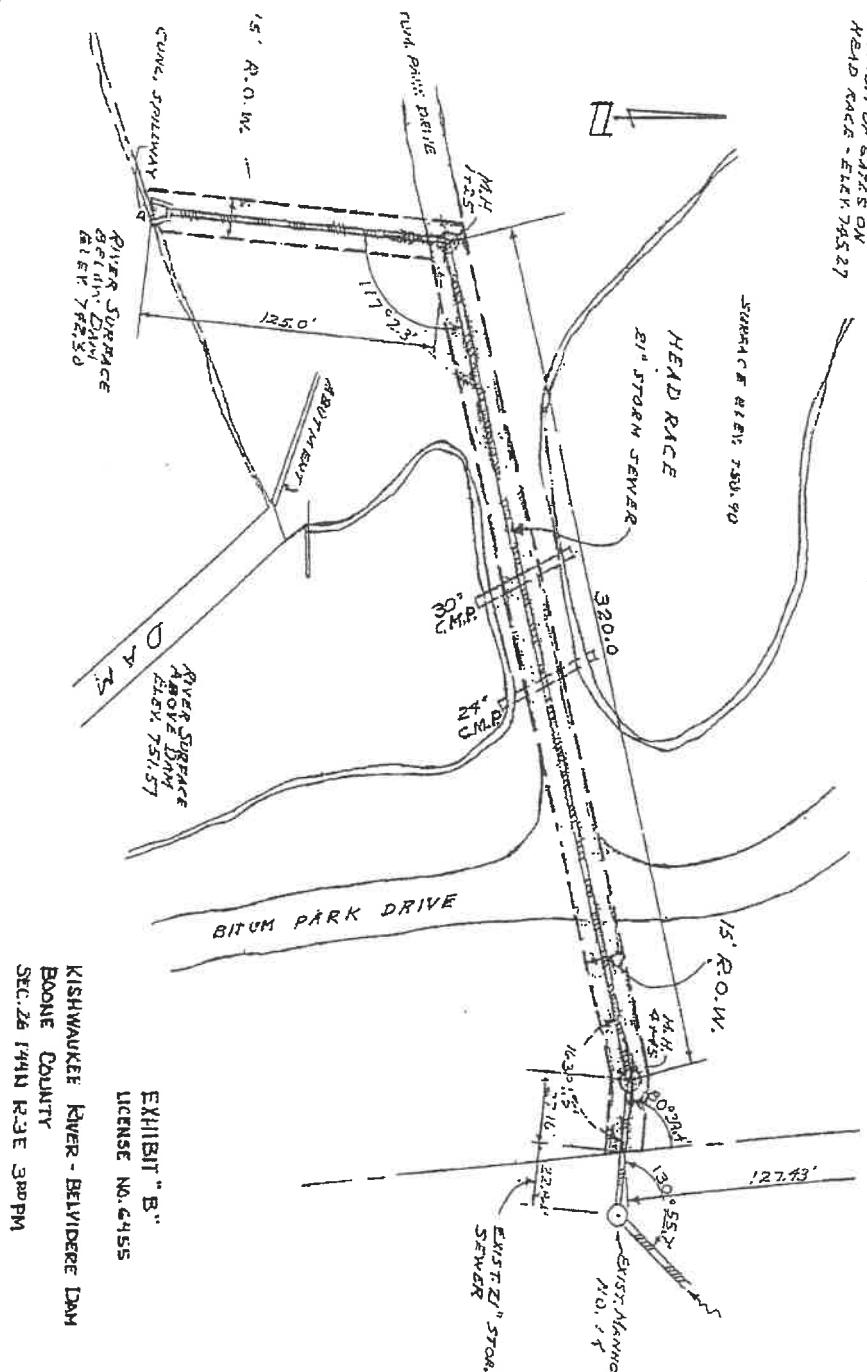
Signed: _____
(Person affirming signature authority of above
official; must not be the same individual)

Title: _____

Date: _____

BORN OF SMITH ON
HEAD RACE - ELEK 79527

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STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS**Exhibit C**

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

AGENCY

SIGNATURE

PRINTED NAME

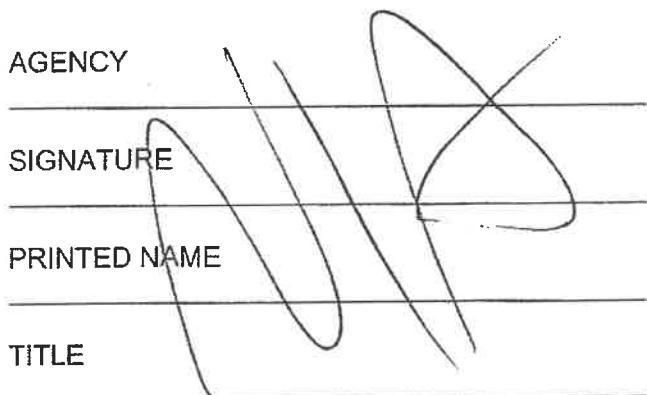
TITLE

AGENCY

SIGNATURE

PRINTED NAME

TITLE



Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/4/2026
Re: Kishwaukee Riverfront Redevelopment Project Area TIF – Dairy Farmers of America Request

Attached to this memo is a request from Dairy Farmers of America for TIF Funds in support of their high-strength waste reduction initiatives at their Belvidere manufacturing facility which is located within the boundaries of the Kishwaukee Riverfront Redevelopment Project Area TIF. The estimated cost of the project initiatives is \$878,886.00. This project will benefit the City by reducing the biological oxygen demand (BOD) from dairy product losses and better manage high-strength process waste before it enters the sanitary sewer system and will benefit the City's Waste Water Treatment Plant.

The Kishwaukee Riverfront Redevelopment Area TIF expired on January 6, 2026 and the final allotment of taxes will be received by the City Treasurer in the summer of 2027. This TIF will be closed out as of December 31, 2027. The current balance in this TIF is \$107,790.97.

Approval of this project will be subject to a Redevelopment Agreement with Dairy Farmers of America, which will be brought to City Council for consideration once it is drafted.

DFA DAIRY BRANDS ICE CREAM, LLC

January 19, 2026

Brent Anderson
Public Works Director
City of Belvidere
401 Whitney Boulevard
Belvidere, IL 61008

Re: Belvidere TIF Funding Request – DFA Dairy Brands Ice Cream, LLC

Dear Mr. Anderson,

On behalf of DFA Dairy Brands Ice Cream, LLC (d/b/a Midwest Ice Cream), I am submitting a revised request for funding through the Belvidere Tax Increment Financing (TIF) program in support of our high-strength waste reduction initiatives at our Belvidere manufacturing facility, located within the City's TIF district.

As previously shared, these projects are focused on measurably improving the quality of our discharge to the City of Belvidere Water and Sewer Department by reducing Biological Oxygen Demand (BOD) from dairy product losses and better managing high-strength process waste before it enters the municipal treatment system. The work consists of six phases that will modify our wastewater discharge system and support compliance with upcoming effluent permit requirements. Central to this effort is the separation of human and manufacturing waste streams and the installation of a high-strength waste capture tank.

Revised - Project Phases and Estimated Costs

Phase 1: CS401 Waste Capture (CIP401 Product Recovery)

Quoted Cost \$78,886 as quoted by Ceroni Piping Company

- Project to capture the first rinse of CIP system 401 save 50-70 gallons per day

Phase 2: Engineering-Human Waste Separation

Estimated Costs \$70,000 to include both civil and design engineering costs – Ollman Ernest Martin

Architects

- Engineering plans to separate piping inside the plant to outline next 2 phases.
- Includes civil work for outside sewer/manhole tie ins.

Phase 3a: Human Waste Separation (Men's & Women's Locker Room)

Estimated Costs \$130,000 – Actual quote to be obtained post Phase 2 completion

- Separate waste from the men's and womens' locker room
- Direct connection to the city sanitary sewer system
- Continued capture of product waste

Phase 3b: Human Waste Separation (Cooler Rest Rooms)

Estimated Costs \$50,000 – Actual quote to be obtained post Phase 2 completion

- Separate waste from cooler rest rooms
- Direct connection to the city sanitary sewer system
- Continued capture of product waste

Phase 4: BOD Discharge Study, Engineering and Environmental

Estimated Costs \$80,000 – Actual quote to be obtained post Phase 3 completion

DFA DAIRY BRANDS ICE CREAM, LLC

- Evaluate slug BOD discharge flows after human waste separated to determine sump pump speeds & required tank size
- Engineering plans for high strength waste tank & offloading facility
- Environmental and soil sampling for area for new tank including city property

Phase 5: High Strength Waste Tank & Offloading

Estimated Costs \$400,000 – Actual quote to be obtained post Phase 4 completion

- Location determined by soil boring results
- Installation requires new piping and controls integrated into the current production/CIP system
- Installation of an unloading station for high strength tank
- Incorporation of spill containment methods for offloading

Phase 6a: Human Waste Separation (Front Office)

Estimated Costs \$60,000 – Actual quote to be obtained post Phase 5 completion

- Separate waste from the front office
- Direct connection to the city sanitary sewer system
- Continued capture of product waste

Phase 6b: Raw Receiving

Estimated Costs \$100,000 – Actual quote to be obtained post Phase 5 completion

- Capture of raw receiving CIP rinse
- Connection of raw receiving drains to the raw tank alcove

The total estimated cost for all phases is \$878,886. We respectfully request the maximum available TIF grant funding and will cover any remaining costs.

Of note, these improvements will recover 50–70 gallons of dairy product per day currently lost to the sewer, reduce projected BOD loading by an estimated 10–15%, and establish essential infrastructure for ongoing high-strength waste management.

We understand that TIF-supported phases must be completed by December 1, 2026, with later phases continuing into 2028 at the Company's expense. We are prepared to provide an implementation schedule, progress updates, and documentation necessary for reimbursement.

Thank you for considering our application. We value our partnership with the City of Belvidere and remain committed to responsible, compliant operations within the municipal wastewater system.

Please feel free to contact me should you have any questions or require further information.

Sincerely,



Andy Trefonas
General Manager, Midwest Ice Cream
DFA Dairy Brands Ice Cream, LLC.

Memo

To: Mayor and City Council
From: Brent Anderson, Director of Public Works
Date: 2/5/2026
Re: Certificate of Satisfactory Completion – MH Subdivision Public Improvements

In accordance with Section 151.61(B) of the City's Subdivision Control Ordinance, I do hereby certify that all of the public improvements required for MH Subdivision have been completed and the improvements have been inspected by this department and found to be in conformance to the approved construction plans for the subdivision.

The developer has submitted his engineer's certification, as-built construction plans and a contractor's affidavit and lien waivers for the subdivision as required by the Subdivision Control Ordinance. The developer will post an escrow to ensure the completed restoration work becomes established.

I would therefore recommend that the City Council approve a resolution accepting the public improvements for MH Subdivision.



Director of Public Works

**CITY OF BELVIDERE
CITY ATTORNEY**

Memo

To: City Council

From: Mike Drella

CC:

Date: 2/5/2026

Re: IT Services

As you know the City's agreement with Boone County for IT services is expiring and they County had sought a large increase in fees charged for service. The City sent out requests for proposals to the private sector to provide IT services and hosting as well as VOIP phone services. Previously, the Committee of the Whole recommended that the City Council award a contract with Petry Design for those services. The City Council referred the motion back to Committee for further discussions.

Since that time, the Mayor has had additional conversations with Boone County regarding a continuation of services with the County. Attached is a draft Intergovernmental Agreement with Boone County by which the County would continue providing IT and VOIP phone services to the City at the initial amount of \$110,000.00 per year. It is a three-year agreement with an escalator of 3% or CPI whichever is greater.

	Migration	Annual after migration
Entre	\$134,645.41	\$138,560 This can increase if vendor prices increase support (\$33,688-\$67,375) depending on utilization \$122,248-\$155,935
Total Annual	Warranties \$7,273.87	Labor is bought in blocks of time. The cost usually increases annually.
Petry Design		\$192,000 (\$16,000 per month for first 15 months (not to exceed) Not to exceed \$117,500 per year after 1st 15 months 3% increase annually
Sun Dog	\$290,000	\$600,000 Again no contract, prices subject to increase annually
Boone County		\$110,000 per year for 3 years with a 3% or CPI adjustment annually Interest is covered but there will be approximately \$600.00 per month in dedicated Fiber Cost \$ 117,200.00

The final column assumes \$17.00 per year internet for the
Entre and Petry proposals. The County's proposal included internet.

**INTERGOVERNMENTAL AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES
BETWEEN THE CITY OF BELVIDERE
AND BOONE COUNTY, ILLINOIS**

WHEREAS, the City of Belvidere (the City), is an Illinois unit of local government, duly created and existing under the laws of the State of Illinois; and

WHEREAS, Boone County, Illinois (the County), is an Illinois unit of local government, duly created under the laws of the State of Illinois; and

WHEREAS, the City and the County previously entered into an Agreement on August 3, 2000, commonly known as the Public Safety Building Intergovernmental Agreement (the PSB Agreement) which provides for the joint operation and ownership of a Public Safety Building (PSB) between the City and the County and the joint funding, including salaries, of certain Public Safety departments, and

WHEREAS, the City and the County recognize that significant economies of scale and tax dollar savings can be realized by coordinating and consolidating IT purchasing, hardware and services; and

WHEREAS, the City and the County desire to enter into an agreement by which the County's IT Department will provide all information technology services to the City Administration, and all other City Departments, except the Belvidere Police Department, including but not limited to the joint hosting of email, server hosts and voice over IP phone system, including but not limited to migration of Fire Department IT systems; and

WHEREAS, The City and County acknowledge and agree that IT services to the City of Belvidere Police Department will continue to be provided for pursuant to the PSB Agreement and are outside the scope of this Agreement; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide further authority for the City and the County to obtain or share service and to exercise, combine or transfer any power or function not prohibited by law or ordinance.

NOW, in consideration of the mutual promises and undertakings set forth in this Agreement and other valuable consideration the sufficiency of which is acknowledged, the City and the County agree as follows:

- 1) The foregoing recitals are incorporated herein as if fully set forth.
- 2) This Agreement shall not amend or otherwise affect the PSB Agreement previously entered into between the City and the County. As such, the provision

of IT services and hosting for the City of Belvidere Police Department shall be governed by that PSB Agreement.

3) **HARDWARE AND SOFTWARE PROCUREMENT AND COST SHARING.**

- a) The City and County agree to obtain such IT hardware and software, including, but not limited to, host servers, email servers, VoIP servers etc. as may be deemed necessary or consistent with best practices as recommended by the IT Department. The cost of hardware and software which only benefits a specific Party shall be borne by that Party. Costs of hardware and software, including initial and ongoing maintenance and licensing costs, that benefits more than one of the Parties shall be paid for from the IT Department budget and is included within the fee set forth in this Agreement.
- b) The intent of this Agreement is, in part, to consolidate hardware facilities. The IT Department shall, to the extent practicable, consolidate hardware facilities onto a single platform at a location that the IT Department deems most advantageous to all Parties. Each Party agrees to provide such space and utility needs, as is economically practicable, to facilitate the location of such hardware and provide IT Department staff access to such location.
- c) Each Party shall bear its own cost of individual licensing costs (frequently referred to as "CALS"). The IT Department will obtain such CALS as necessary on behalf of each Party but the Party shall be responsible for the cost.
- d) City will purchase licenses on the County's Microsoft Volume Licensing Agreement.
- e) End client user hardware and client specific software (e.g. personal computers, Microsoft Office, laptops etc.) shall remain the sole cost of each Party. Each Party agrees to coordinate with the IT Department to ensure compatibility of systems. The IT Department shall facilitate and coordinate purchasing and installation of such end client user hardware and software.
- f) Each Party may operate its own institutional software such as financial software, agenda management software etc. As set forth above, each Party shall bear the sole cost of such software and single entity related hardware. However, the IT Department will assist and coordinate in installing and maintaining such software. If technically and economically feasible, each Party may have the opportunity to move such single Party software package to a cloud-based platform from the vendor.
- g) Both Parties are required to participate in cybersecurity training for all employees. Each entity is responsible for paying for their own training.

4) **IT DEPARTMENT SUPPORT SERVICES:**

- a) The IT Department shall provide all support services for the Parties including, but not limited to VoIP phone, server and jointly operated hardware and software systems as well as individual client support services.
- b) If a Party maintains an independent network at a satellite location the IT Department shall, to the extent feasible provide services (including client support and networking) to that location. A Party seeking such support shall allow the IT Department, if feasible, remote access to such facilities.
- c) The IT Department shall provide support with respect to coordination with hosted and cloud-based software vendors for each Party.
- d) The IT Department shall prepare an annual budget which shall include projected costs of all shared software and hardware items as well as the amount of each Party's share of such costs.
- e) The IT Department shall engage in strategic planning and coordinate with the Parties for necessary hardware and software improvements, maintenance and procurements. The IT Department shall also coordinate with each Party and provide advice and recommendations for Party specific hardware and software needs and improvements.
- f) The IT Department shall be responsible for all regulatory oversight and coordination of software licensing, including the end user client licensing for each Party.

5) IT DEPARTMENT PERSONNEL.

- a) Employees of the IT Department shall be County employees and shall not be employees of the City. The County shall bear sole responsibility and authority to manage, hire, terminate or discipline any IT Department employee and to determine the salary and benefits of each IT Department employee.

6) CONFIDENTIALITY AND SECURITY:

- a) The IT Department shall store all data of the Parties in a manner that utilizes best practices to maintain confidentiality and protection from data breaches. The Parties' data shall be maintained in such a manner such that no Party shall have access to the any other Party's data through the use of segregated virtual servers, password protection, file permissions systems, etc.
- b) The IT Department will necessarily have access to each Party's data. The IT Department, and its personnel, shall maintain strict confidentiality of each Party's data and shall not disclose any such data, and shall not disclose the nature of any such data to another Party or any third Party.

- c) The IT Department shall maintain best practices in ensuring that all servers, software and data are protected from external security breaches or “hacks” including, but not limited to, maintenance of appropriate virus protection software, spam protection and firewalls.

7) **COMPENSATION:**

- a) The City shall pay the County an annual sum of \$110,000.00 for the services of the IT Department which sum will cover the City’s share of all expenses provided under this Agreement
- b) Payment of the compensation amount shall be made in two equal installments, in May and October.
- c) The first installment at the new rate of \$110,000.00 per year shall begin in May 2026.
- d) Starting May 2027, and every year thereafter, there will be an annual increase based on the higher of CPI-U Midwest (Consumer Price Index) from the December of the prior year or 3%.

8) **TERMINATION:**

- a) This Agreement shall be for a term of three (3) beginning May 1, 2026. During the initial term it may only be amended or terminated by the mutual written consent of the Parties.
- b) Unless a Party provides notice to terminate the Agreement at least one-hundred and eighty (180) days prior to the termination of the initial term, the Agreement shall continue beyond the initial term. After the initial term, any Party may terminate this Agreement upon one-hundred and eighty (180) days notice to the other Parties.
- c) In the event this Agreement is terminated, the IT Department shall facilitate the conversion of IT services of each Party to a new vendor or to in house staff, including, but not limited to recommendations on necessary hardware, software and support services. This obligation shall continue after termination for an additional one-hundred and eighty (180) day period.

9) **MISCELLANEOUS:**

- a) This Agreement may be modified only by the mutual written consent of the Parties after appropriate authorization and approval of their Board or Council.
- b) This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the Parties. It does not supersede the existing Public Safety Building Intergovernmental Agreement, however in the event of a contradiction between that Agreement and this IT Department Agreement, the terms of this Agreement shall prevail.

- c) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- d) During the term of this Agreement, the City shall not directly solicit for employment any IT employee of the IT Department unless employee has been separated from County employment for a minimum of 12 months.
- e) If any provision, covenant, agreement or portion of this Agreement or its application to any person, or entity is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end all provisions, covenants or portions of this Agreement are declared to be severable.
- f) All notices related to this Agreement shall be in writing and shall be deemed delivered to the addressee two (2) days after deposit in the United States mail, postage prepaid, or one (1) day after deposit with any nationally known and reputable overnight courier service, charges prepaid or one (1) day after delivery by facsimile accompanied by a confirmation indicating receipt of the facsimile. All notices shall be addressed as follows:

If to County: To: Board Chairman of the
Boone County Board
Boone County Courthouse
601 N. Main Street
Belvidere, Illinois 61008

With a Copy To: Boone County State's Attorney
Boone County Courthouse
601 N. Main Street
Belvidere, Illinois 61008

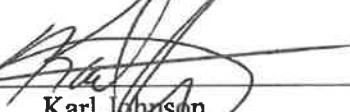
If to City: To: City Clerk
City of Belvidere
401 W. Whitney Blvd.
Belvidere, Illinois 61008

With a Copy to: City Attorney
City of Belvidere
401 W. Whitney Blvd.
Belvidere, Illinois 61008

- g) Any Section titles or numbers are for convenience purposes only and shall not be considered in any interpretation of this Agreement.

- h) This Agreement is non-assignable and any attempt to assign this Agreement by either Party without the express written consent of the other shall be deemed null and void. Further, any attempt to assign this Agreement without the prior written consent of the other Party shall be deemed a material breach and the non-breaching Party may declare the Agreement immediately terminated.
- i) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law rules.
- j) Any action brought to enforce this Agreement, or arising out of this Agreement or related to this Agreement shall be brought in the 17th Judicial Circuit, Boone County Illinois and the Parties submit to the jurisdiction of and venue in that Court.
- k) This Agreement is an agreement solely between the Parties and exists only for the benefit of the Parties. There are not intended third Party beneficiaries to this Agreement.

Signed this 22ND day of JANUARY, 2026.

By 
Karl Johnson
Chairman Boone County Board

By: _____
Clinton Morris
Mayor City of Belvidere

Attest: 
Boone County Clerk

Attest: _____
City Clerk

**CITY OF BELVIDERE
OFFICE OF THE
MAYOR**

Memo

To: Aldermen and Fire and Police Commission
From: Mayor Clinton Morris
cc: City Clerk
Date: February 4, 2026
Re: Appointment of Rick Menge to the Fire and Police Commission

Tim Rathburn has resigned from the City of Belvidere Fire and Police Commission. I am offering the appointment of Mr. Rick Menge to replace Mr. Rathburn on the F&PC for the remainder of the term ending April 30, 2027.

Recommended Motion: Motion to approve the appointment of Mr. Rick Menge to the City of Belvidere Fire and Police Commission for the remainder of Mr. Tim Rathburn's term ending April 30, 2027.



Daniel Smaha
Deputy Chief—Investigations

Shane Woody
Chief of Police

David Bird
Deputy Chief—Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 - www.ci.belvidere.il.us

Date: 2/9/2026
To: Mayor Morris and City Council
From: Chief Shane Woody
Re: **Glenwood Center for Better Mental Health Consultant Services Agreement**

Attached is the consultant services agreement between the Belvidere, Illinois Police Department and Dr. Christina Warden of Glenwood Center for Better Mental Health.

Dr. Warden was a licensed therapist at KP Counseling when the police department first started its' wellness program. She has since started her own practice with Glenwood Center. Dr. Warden still has patients under the police departments program who would like to see her as a therapist at her new location.

Comparing the agreements of KP Counseling, which the council approved in January 2025 and Glenwood Center it appears the language is the same, including cost.

I have attached both agreements for your reference.

Motion: To approve the Chief of Police to sign the consultant services agreement between the Belvidere, Illinois Police Department and Dr. Christina Warden, Glenwood Center for Better Mental Health as presented.



Clinical Psychology
Kyle J. Cushing, Psy.D.
Clinical Social Work
Elise Cadigan, LCSW
Morgan Doyle, LCSW
Beth Johnston, LCSW
Sarah Kohl, LCSW
Fred Martinez, LCSW
Daniel Sommer, LCSW
Lisa A. Stear, LCSW
Michelle Vurnovas, LCSW
Christina Warden, DSW, LCSW
Psychiatry
*Courtney Forman, MSN, APRN-FPA,
FNP-C, PMHNP-BC*

CONSULTANT SERVICES AGREEMENT

This CONSULTANT SERVICES AGREEMENT (hereinafter "Agreement") is made by and between the Belvidere, Illinois Police Department and Dr. Christina Warden ("Consultant") as of _____, 2026 (the "Effective Date"). Belvidere and Consultant are each a "Party" and collectively the "Parties".

WHEREAS, Belvidere wishes to promote mental health among its police officers;

WHEREAS, Consultant employs and contracts with licensed and qualified individuals that have substantial professional knowledge and expertise in providing mental health and wellness services (each a "Mental Health Professional); and

WHEREAS, Belvidere desires to engage Consultant as an independent contractor to provide wellness check and mental health referral services to its police officers;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Engagement; Term.** Belvidere shall engage Consultant, and Consultant hereby accepts engagement with Belvidere, upon the terms and conditions set forth in this Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until the twelve (12) month anniversary of the Effective Date and shall automatically renew for successive one-year terms, subject to termination as hereinafter provided in Section 5.
2. **Scope of Services.** Consultant shall provide a Mental Health Professional or Professionals to provide police officer Wellness Checks (as defined below) as requested by Belvidere and in accordance with the following (the "Services":
 - (a) A Mental Health Professional shall meet individually with police officers as requested by Belvidere and shall ask and discuss a series of questions agreed upon by Consultant and Belvidere (each meeting is a "Wellness Check"). An initial list of questions is attached as Exhibit A – Belvidere Police Department Wellness Checklist.
 - (b) Where indicated based on information received during a Wellness Check, the Mental Health Professional that performed the Wellness Check shall refer the police officer for counseling services.

(c) Consultant shall provide to Belvidere a completed slip for each police officer that has a completed a Wellness Check. Such slip shall be substantially in the form of Exhibit B – Belvidere Police Department Wellness Slip.

3. Responsibilities of Belvidere. Belvidere shall be responsible for designating police officers to receive wellness checks.
4. Compensation.
 - (a) As consideration for Services, Belvidere agrees to compensate Consultant one hundred and ten dollars (\$110) for each Wellness Check completed.
 - (b) Consultant shall invoice Belvidere for the performance of Services.
 - (c) The Parties represent that the compensation provided to Consultant by Belvidere hereunder is consistent with fair market value for the Services being provided in arm's-length transaction and was not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties.
5. Termination. This Agreement may be terminated prior to the end of the Term as follows: (i) by the Parties mutual agreement in writing; or (ii) by either Party upon thirty (30) days prior written notice to the other Party.
7. Independent Contractor Status. While this Agreement is in effect, Consultant shall be an independent contractor with respect to Belvidere. No other relationship is intended to be created between the Parties.
8. Acknowledgement. Belvidere acknowledges and agrees that a Wellness Check is not intended as a Fitness-for-Duty Evaluation, and Belvidere shall not rely on a Wellness Check to determine that an officer is fit for duty.
9. Liability Disclaimer. UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE TO BELVIDERE IN ANY WAY FOR ANY CONDUCT OF A BELVIDERE POLICE OFFICER.
8. Entire Agreement. This Agreement embodies the complete agreement and understanding among the Parties and supersedes and preempts any prior understandings, agreements, or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.
9. Counterparts. This Agreement may be executed in separate counterparts (including by facsimile and electronic signature pages), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
10. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of Belvidere and Consultant, and no course of conduct or course of dealing or failure or delay by any Party hereto in enforcing or exercising any of the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Dr. Christina Warden, DSW, LCSW (“Consultant”)

By: _____ Date: _____

Print Name: _____

Belvidere Police Department (“Belvidere”)

By: _____ Date: _____

Print Name: _____

EXHIBIT A
BELVIDERE POLICE DEPARTMENT WELLNESS CHECKLIST

Belvidere Police Department Wellness Checklist

1. Date: _____ **Name:** _____ **DOB:** _____

2. How long have you been working in this field?

3. Why did you get into police work?

4. Are you married/significant other?

5. Do you have any military background?

6. How has your experience been with the Belvidere Police Department?

7. What are your hobbies or interests?

8. Have you experienced any significant hardship recently, personally, or professionally?

9. What are your coping skills when things get difficult?

10. Misc notes:

EXHIBIT B
BELVIDERE POLICE DEPARTMENT WELLNESS CHECK

Belvidere Police Department Wellness Slip

Employee Name: _____ completed their Wellness Check
on _____

Date: _____ **Time:** _____

Therapist Name: _____

CONSULTANT SERVICES AGREEMENT

This CONSULTANT SERVICES AGREEMENT (hereinafter "Agreement") is made by and between the Belvidere, Illinois Police Department and Optum Behavioral Care Therapy Services of Illinois, P.C. dba KP Counseling of Illinois ("Consultant") as of 10/7/2024 (the "Effective Date"). Belvidere and Consultant are each a "Party" and collectively the "Parties".

WHEREAS, Belvidere wishes to promote mental health among its police officers;

WHEREAS, Consultant employs and contracts with licensed and qualified individuals that have substantial professional knowledge and expertise in providing mental health and wellness services (each a "Mental Health Professional"); and

WHEREAS, Belvidere desires to engage Consultant as an independent contractor to provide wellness check and mental health referral services to its police officers;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Engagement; Term**. Belvidere shall engage Consultant, and Consultant hereby accepts engagement with Belvidere, upon the terms and conditions set forth in this Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until the twelve (12) month anniversary of the Effective Date and shall automatically renew for successive one-year terms, subject to termination as hereinafter provided in Section 5.
2. **Scope of Services**. Consultant shall provide a Mental Health Professional or Professionals to provide police officer Wellness Checks (as defined below) as requested by Belvidere and in accordance with the following (the "Services"):
 - (a) A Mental Health Professional shall meet individually with police officers as requested by Belvidere and shall ask and discuss a series of questions agreed upon by Consultant and Belvidere (each meeting is a "Wellness Check"). An initial list of questions is attached as Exhibit A – Belvidere Police Department Wellness Checklist.
 - (b) Where indicated based on information received during a Wellness Check, the Mental Professional that performed the Wellness Check shall refer the police officer for counseling services.
 - (c) Consultant shall provide to Belvidere a completed slip for each police that has a completed a Wellness Check. Such slip shall be substantially in the form of Exhibit B – Belvidere Police Department Wellness Slip.

3. **Responsibilities of Belvidere.** Belvidere shall be responsible for designating police officers to receive wellness checks.
4. **Compensation.**
 - (a) As consideration for Services, Belvidere agrees to compensate Consultant one hundred and ten dollars (\$110) for each Wellness Check completed.
 - (b) Consultant shall invoice Belvidere for the performance of Services.
 - (c) The Parties represent that the compensation provided to Consultant by Belvidere hereunder is consistent with fair market value for the Services being provided in arm's-length transaction and was not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties.
5. **Termination.** This Agreement may be terminated prior to the end of the Term as follows: (i) by the Parties mutual agreement in writing; or (ii) by either Party upon thirty (30) days prior written notice to the other Party.
7. **Independent Contractor Status.** While this Agreement is in effect, Consultant shall be an independent contractor with respect to Belvidere. No other relationship is intended to be created between the Parties.
8. **Acknowledgement.** Belvidere acknowledges and agrees that a Wellness Check is not intended as a Fitness-for-Duty Evaluation, and Belvidere shall not rely on a Wellness Check to determine that an officer is fit for duty.
9. **Liability Disclaimer.** UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE TO BELVIDERE IN ANY WAY FOR ANY CONDUCT OF A BELVIDERE POLICE OFFICER.
8. **Entire Agreement.** This Agreement embodies the complete agreement and understanding among the Parties and supersedes and preempts any prior understandings, agreements, or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.
9. **Counterparts.** This Agreement may be executed in separate counterparts (including by facsimile and electronic signature pages), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
10. **Amendment and Waiver.** The provisions of this Agreement may be amended or waived only with the prior written consent of Belvidere and Consultant, and no course of conduct or course of dealing or failure or delay by any Party hereto in enforcing or exercising any of the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Optum Behavioral Care Therapy Services of Illinois, P.C. dba KP Counseling of Illinois (“Consultant”)

By: _____ Date: _____

Print Name: _____

Belvidere Police Department (“Belvidere”)

By: _____ Date: _____

Print Name: _____

EXHIBIT A
BELVIDERE POLICE DEPARTMENT WELLNESS CHECKLIST

Belvidere Police Department Wellness Checklist

1. Date: _____ Name: _____ DOB: _____

2. How long have you been working in this field?

3. Why did you get into police work?

4. Are you married/significant other?

5. Do you have any military background?

6. How has your experience been with the Belvidere Police Department?

7. What are your hobbies or interests?

8. Have you experienced any significant hardship recently, personally, or professionally?

9. What are your coping skills when things get difficult?

10. Misc notes:

EXHIBIT B
BELVIDERE POLICE DEPARTMENT WELLNESS CHECK

Belvidere Police Department Wellness Slip

Employee Name: _____ completed their Wellness Check
on _____

Date: _____ **Time:** _____

Therapist Name: _____



Daniel Smaha
Deputy Chief—Investigations

Shane Woody
Chief of Police

David Bird
Deputy Chief—Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 - www.ci.belvidere.il.us

TO: **Mayor Morris and City Council**
FROM: **Chief Shane Woody**
DATE: **February 9, 2026**
RE: **Intergovernmental Agreement with the Belvidere Township Park District for Police Services**

Attached is a copy of the Intergovernmental Agreement (IGA) between the City of Belvidere and Belvidere Township Park District.

In summary, the IGA states the City agrees to provide sworn police officers to patrol District properties located within the corporate limits of the City from May 22, 2026 through August 30, 2026. The number of hours an officer is assigned to patrol District properties shall be established by the District and the Department based upon the District's budget and officer availability.

In part, the District agrees to compensate the City for law enforcement services provided under this Agreement in an amount not to exceed Thirty Thousand Dollars (\$30,000) for the applicable time frame associated with this Agreement. The District shall be solely responsible for all wage-related costs, including overtime, premium pay, and any other compensation required by law or applicable collective bargaining agreements.

Motion: **Authorize the Mayor to sign the Intergovernmental Agreement between the City of Belvidere and Belvidere Township Park District for police services as presented.**

RESOLUTION #26-XX-XX

**A Resolution Authorizing the Execution of
An Intergovernmental Agreement
with the Belvidere Township Park District
for Police Services**

WHEREAS, the City of Belvidere (the City) is an Illinois Municipality authorized to and maintaining a police department under the laws of the State of Illinois; and

WHEREAS, the Belvidere Township Park District (the District) is an Illinois unit of local government also authorized to employ police officers to enforce State law and its own ordinances; and

WHEREAS, Article VII of the 1970 Constitution of the State of Illinois and Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. authorize the City and the District to enter into an agreement for the provision of police services.

IT IS THEREFORE RESOLVED, by the mayor and the City Council of the City of Belvidere as follows:

- 1) The Mayor is hereby authorized to execute the attached Intergovernmental Agreement for Police Services with the Belvidere Township Park District.

Approved:

Attest:

Ayes:

Nays:

Date Approved:

INTERGOVERNMENTAL AGREEMENT FOR POLICE SERVICES

WHEREAS, the City of Belvidere (the City) and the Belvidere Township Park District (the District) are Illinois units of local government; and

WHEREAS, the City and the District each have the authority, under Illinois statutes, to create and maintain police forces; and

WHEREAS, the City has created and maintains a police department (the Department) which enforces State Statutes as well as city ordinances; and

WHEREAS, the District has the authority to enact ordinances, including criminalizing certain actions; and

WHEREAS, Section 10 of article 7 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) empower units of local government to contract among themselves to share services and exercise, combine or transfer any powers not prohibited by law; and

WHEREAS, the District wished to obtain police protection and services within its jurisdiction to enforce District ordinances, City ordinances and State statutes and wishes the City to provide a police officer for those purposes; and

WHEREAS, the City wishes to provide such police services to the District.

NOW, THEREFORE In Consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and District agree as follows:

- 1) The foregoing recitals are incorporated herein by this reference.
- 2) City Obligations
 - a. The City agrees to provide sworn police officers to patrol District properties located within the corporate limits of the City from May 22, 2026 through August 30, 2026. The number of hours an officer is assigned to patrol District properties shall be established by the District and the Department based upon the District's budget and officer availability.
 - b. The City shall invoice the District for services and hours rendered under this Agreement.
 - c. The City shall provide supervision of the officers through existing supervisory personnel.

- d. Officers may enforce State statutes, City Ordinances, District Ordinances and such other laws and regulations which may be properly enforced by any of these jurisdictions.
- e. Officers will be available for court appearances related to the prosecution of District ordinance offenses on an as needed basis.
- f. An Officer's primary duty, while assigned to the District, will be the patrol of District properties within the City, the Officer may also be utilized by the City for other purposes (i.e. back up for other Officers, response to emergency calls, etc.).
- g. The City shall maintain general supervisory control over Officers, including, but not limited to, assignment of patrol areas, setting of work hours and training. The City will use its best efforts to meet the District's reasonable requests regarding patrol and work hours. The City and District shall coordinate exact coverage hours.
- h. The City agrees to indemnify and defend the District for any damage or claim arising out of or related to any action or failure to act of a City Officer which is not in any way related to the District.

1) District's Obligations

- a. The District hereby authorizes the City of Belvidere Police Department and its officers (the Department) to enforce State Statutes, City ordinances, District ordinances and any other applicable laws or regulations on District property or property falling within the District's jurisdiction. The Department is authorized to make arrests and issue Citations in the District's name and/or the City's name and under State Statutes.
- b. The District agrees to compensate the City for law enforcement services provided under this Agreement in an amount not to exceed Thirty Thousand Dollars (\$30,000) for the applicable time frame associated with this Agreement. The District shall be solely responsible for all wage-related costs, including overtime, premium pay, and any other compensation required by law or applicable collective bargaining agreements.
- c. The District argues that any fee, funds or property which would be provided an arresting agency for arrests, such as the \$100.00 fee pursuant to 625ILCS 5/11-501(j) and fees awarded pursuant to 720 ILCS 550/12 shall be paid to or become property of the Department. However, the fine imposed by a Court for District Ordinance violations, exclusive of the statutory assessments and fees as described above, shall be paid to the District.

- d. The District agrees that it shall bear the responsibility of indemnifying the Officer as required by 65 ILCS 5/1-4-6.
- e. The District further agrees to hold harmless, indemnify, defend and reimburse the City, its officials, officers, employees and agents for any actions, activities or failure to act by the Officer which are in any way related to the District and/or the activities under this Agreement. The foregoing indemnity shall not apply where the Officer is engaged in law enforcement activities for the City which are unrelated to the District.
- f. The District shall remit payment in accordance with the City's billing practices and timelines, subject to the not-to-exceed amount stated herein.
- g. If the District fails to fulfill any obligation of this Agreement, including but not limited to a failure to reimburse the City for the Officer's compensation, the City may withdraw the Officer from patrol of District Property. This remedy is not intended to the limit the City's ability to terminate the Agreement.

4) Termination

- a. Either party may terminate this Agreement upon 60 days written notice to the other. However, any termination of the Agreement shall not terminate the District's obligation to reimburse the City for Officer compensation or other benefits as set forth in above which accrue prior to termination. Further, termination shall not terminate the District's obligation to indemnify the City or the Officer for any act or failure to act which accrues as set forth above nor the City's obligation to indemnify the District, pursuant to Section 2(g) above, for any action or claim which accrues prior to termination. Claims shall be deemed to accrue as of the date of injury or loss regardless of when the claim is actually made upon the City or District

5) Preservation of Rights

Anything herein to the contrary notwithstanding, both parties do hereby reserve their respective rights under Illinois law, specifically including but not limited to those rights and protections arising under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS10/1-101 et seq.

DATE: _____

By: THE CITY OF BELVIDERE
DISTRICT

By: _____

Attest: _____

By: THE BELVIDERE TOWNSHIP PARK

By: _____

Attest: _____



Daniel Smaha
Deputy Chief—Investigations

Shane Woody
Chief of Police

David Bird
Deputy Chief—Patrol

615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 - www.ci.belvidere.il.us

TO: Mayor Morris and City Council
FROM: Chief Shane Woody
DATE: February 9, 2026
RE: WINNEBAGO - BOONE COUNTY INVESTIGATIVE COOPERATIVE MEMORANDUM OF
UNDERSTANDING

Attached is a copy of the Memorandum of Understanding (MOU) between the Belvidere Police Department and those departments who participate in investigations into matters of integrity involving law enforcement agencies within the geographic boundaries of Winnebago and Boone Counties.

Illinois created law prohibiting law enforcement from investigating their own officer involved shootings. Therefore, the counties of Winnebago and Boone created teams of investigators under the umbrella of the Illinois State Police and previously named this group the Winnebago/Boone County Integrity Task Force. Due to regulatory changes the Illinois State Police are requiring a name change. The changes do not affect any of the city's obligations, operations, or liabilities.

The proposed name for the new collective is WINNEBAGO - BOONE COUNTY INVESTIGATIVE COOPERATIVE.

The attached memorandum of understanding and cooperative policy and procedures are attached for your review.

Motion: Authorize the Chief of Police to sign the memorandum of understanding between the WINNEBAGO - BOONE COUNTY INVESTIGATIVE COOPERATIVE and the BELVIDERE POLICE DEPARTMENT.

WINNEBAGO COUNTY-BOONE COUNTY INVESTIGATIVE COOPERATIVE

OII INVESTIGATIONS: POLICY AND PROCEDURE

February ___, 2026

I. PURPOSE

The purpose of this policy is to outline the procedures that will be utilized by the Winnebago County-Boone County Investigative Cooperative (WBIC) for the investigation of officer-involved deaths, serious use-of-force incidents, and officer-involved criminal sexual assault by member agencies' personnel. These procedures will ensure operational and investigative uniformity, independence of the involved agency from the investigation, and provide for transparency to the involved officer and the agency, as well as to the community. The procedures outlined in this document will assist member agencies in complying with the 2016 Police and Community Relations Improvement Act (50 ILCS 727/1-10), the 2018 Law Enforcement Criminal Sexual Assault Investigation Act (5 ILCS 815), and the 2021 Illinois Safety, Accountability, Fairness, and Equity Act (SAFE-T).

II. MISSION

The mission of the WBIC is to assist member agencies by investigating officer- involved death(s), serious use of force incidents, and officer-involved criminal sexual assault allegations and incidents by providing a dedicated team of independent, specially-trained investigators and the additional resources necessary to successfully complete the mission.

III. POLICY

It is the policy of the WBIC to provide specialized investigative services to the member agencies in a professional, unbiased manner utilizing the most up-to-date operational and investigative techniques, methods, and equipment available. The WBIC will quickly and efficiently gather all potential information and evidence to allow the State's Attorney to conduct a comprehensive review and to make an informed decision on the culpability of all involved parties of the incident being investigated.

A. Investigative Philosophy

It is acknowledged by WBIC investigators that police officers who have been involved in a deadly force incident are not "suspects" in any wrongdoing, unless and until evidence of such has been developed. Rather, they are professionals who have been trained, equipped, and legally authorized to go out in the public and deal with critical incidents on behalf of society; having personally witnessed and experienced an incident involving death.

B. Scope of Investigations

- Officer-involved shooting; fatal and non-fatal
- Officer-involved death
- Use of deadly force resulting in serious injury (e.g. taser, baton, etc.)
- In-custody death
- Motor vehicle crashes involving police officers where death is imminent or likely
- On-duty officer-involved criminal sexual assault

IV. DEFINITIONS

A. **Case Agent:** The investigator designated by the WBIC to conduct an independent investigation of the officer-involved death or use-of-deadly force incident. The Case Agent shall be a person certified by the Illinois Law Enforcement Training Standards Board (ILETSB) as a Lead Homicide Investigator, as required by 50 ILCS 727/1-10 (b). The Case Agent for an officer involved criminal sexual assault incident shall have completed a specialized sexual assault and sexual abuse investigation training program approved by the ILETSB, or similar training program approved by the Department of State Police.

B. **Crime Scene Investigator:** A specially trained investigator who is responsible for identifying, collecting, preserving, and packaging physical evidence at the scene of a crime and/or as further evidence is discovered throughout an investigation.

C. **Deadly Force:** Force that creates a substantial risk of causing death or great bodily harm, 720 ILCS 5/7-8 (a). Deadly Force is the same whether the officer is on duty or off duty.

D. **In-Custody Death:** The death of any person, whether intentional or unintentional, who is in the process of arrest, who is in custody in a WBIC member holding cell, who is en route to be incarcerated, or who is incarcerated at the Winnebago County Jail or the Boone County Jail.

D. **Involved Agency:** The law enforcement agency to which the Involved Officer (see below definition) is employed. This may be a WBIC member agency or an outside agency that is working with the Winnebago County or Boone County jurisdiction.

E. **Involved Officer:** Any officer who has been directly involved in an officer- involved incident. An Involved Officer may also be a witnessing or participating officer who was on scene but may not have discharged a firearm or applied use of force resulting in great bodily harm or death.

- F. **Law Enforcement Officer, or Officer:** Any person employed by a Federal, State, County, or municipality as a police officer, peace officer, or in some similar position involving the enforcement of the law and protection of the public interest.
- G. **Member Agency:** A law enforcement agency who has signed the Memorandum of Understanding agreeing to be a member of the WBIC.
- H. **Motor Vehicle Crash:** The movement of a vehicle resulting in damage to the vehicle, another vehicle, property, or causes injury or death to an individual.
- I. **Officer-Involved Criminal Sexual Assault (OICSA):** An alleged violation of Section 11-1.20, 11-1.30, 11-1.40, 11-1.50, or 11-1.60 of the Criminal Code of 2012 while an officer is on duty (5 ILCS 815/5).
- J. **Officer-Involved Death (50 ILCS 727/1-5):** Any death of an individual that results directly from an action or directly from an intentional omission of a law enforcement officer while the officer is on duty, or otherwise acting within the scope of his or her employment, or while the officer is off duty, but performing activities that are within the scope of his or her law enforcement duties.
 - 1. Intentional omission includes unreasonable delay involving a person in custody or intentional failure to seek medical attention when the need for treatment is apparent.
 - 2. Officer-involved death also includes any death resulting from a motor vehicle crash, if the law enforcement officer was engaged in law enforcement activity involving the individual or the individual's vehicle while in the process of apprehension or an attempt to apprehend.
- K. **Officer-Involved Incident (OII):** An officer-involved shooting; fatal and non-fatal; officer-involved death; use of deadly force resulting in serious injury (e.g. taser, baton, etc.); in-custody death; motor vehicle crashes involving police officers where death is imminent or likely; and on-duty officer-involved criminal sexual assault.
- L. **Officer-Involved Shooting (OIS):** Any instance when an officer discharges a firearm, causing injury or death to a person or persons during the performance of official duties or in the line of duty (50 ILCS 727/1-25).
- M. **Outside Investigating Agency:** A law enforcement agency requested by the Chief of Police of the Involved Agency to conduct an independent investigation of the officer- involved death or use of deadly force by a police department employee. The primary outside investigative agency will be the WBIC.
- N. **Public Safety Statement:** A limited set of predetermined questions asked by an Involved Agency supervisor and answered by an Involved Officer at the scene of a use of deadly force incident. The purpose of the Public Safety Statement is to provide basic information necessary to provide immediate medical care, protect the public, locate witnesses and/or suspects, identify evidence, and to secure the crime scene.

- O. **Support Officer:** An employee of the Involved Agency selected to accompany the Involved Officer in the immediate aftermath of a traumatic event, such as an officer-involved deadly force incident. The purpose of the Support Officer is to provide assistance, informational updates, security, and emotional support for the Involved Officer.
- P. **Investigative Cooperative Commander:** An Illinois State Police Officer (Sergeant or above) acting under the supervision of ISP Zone 2 Investigations Command, or her/his designee. The Investigative Cooperative Commander is responsible for the operations of the WBIC and overall direction and supervision of the assigned work force, to include maintenance of case review and reporting.
- Q. **Investigative Cooperative Investigator:** Any officer of a member agency that is appointed to the WBIC to perform investigative functions.
- Q. **Investigative Cooperative Squad Leader:** A supervisory officer from any of the member agencies who supervises the WBIC Investigation Team.
- R. **On-Scene Supervisor:** The Involved Agency's officer-in-charge at the scene of the incident.
- S. **Traffic Crash Reconstructionist:** A sworn officer who is certified through the State of Illinois as an Accident Reconstruction Specialist, preferably with federal accreditation through the "Accreditation Commission for Traffic Accident Reconstruction" (ACTAR).

V. WBIC INVESTIGATIVE PROCEDURES

Note* The following practices are not strict policies/protocols that must be followed in every case. Instead, they are recommended practices that should be considered for operational implementation.

A. General Provisions

1. No investigator involved in an officer-involved death investigation may be employed by the law enforcement agency that employs the officer involved in the officer-involved death (50 ILCS 727/1-10 b).
2. Any officer who is not in good standing with their police department will be denied appointment to the WBIC. Any appointed officer who is no longer in good standing will be released from his or her duties as a WBIC member. The decision to deny or release an appointment to the Investigative Cooperative will be made by the WBIC Board.
3. Member agencies shall ensure all WBIC investigators stay current with all training needed to be certified as a Lead Homicide Investigator as required by the Illinois Law Enforcement Training and Standards Board. Member agencies agree to participate in additional training in order to ensure that the coordination and skills of the investigative group are maintained, and to ensure that the call-out protocol remains current.

4. It is essential for the WBIC Commander to meet early on with WBIC member agencies to discuss important logistical and operational OII-related issues and protocols before these possibly arise during the course of their investigations (e.g. alcohol/drug testing procedures, what agency will investigate the criminal event, where evidence will be stored, media issues, etc.).
5. The Illinois State Police Zone 2 will retain custody of all evidence related to the incident during the investigation, while the incident is being reviewed by the prosecuting agency, and while the case is pending. Some evidence, due to its size or nature, may be stored at a local agency not directly controlled by the State Police.
 - a. Digital Evidence Management: Member agencies utilizing a digital-evidence management system (DEMS), including but not limited to body-worn camera recordings, squad-car video, interview room recordings, and other digital media, shall ensure that all digital evidence associated with a Cooperative Investigation is secured (“restricted”) by the primary requesting agency. Upon initiation of a Cooperative Investigation, the primary requesting agency shall restrict access to all relevant digital files within the DEMS platform. Restricted digital evidence shall remain accessible only to personnel formally assigned to the Cooperative Investigation, and shall not be reviewed, copied, disseminated, or otherwise accessed by other personnel without the express authorization of the Investigative Cooperative Commander or his/her designee. This access restriction shall remain in effect for the duration of the investigation unless modified in writing by the Investigative Cooperative Commander or his/her designee.
6. WBIC investigative activations will last for an unspecified time period up to and until the State’s Attorney’s Office is satisfied that all physical evidence has been properly processed and submitted to the laboratory for testing, all necessary interviews have been completed, and all investigative activity reports have been appropriately completed and filed.
7. If the recipient of the use of force or crash does not die, it is not a legal requirement in Illinois for an outside agency to investigate the incident; it is optional.
8. When the WBIC is called out, the best practice is for the Illinois State Police to be the lead or primary forensics team for both the criminal and officer-involved incident. However, another agency’s forensic team may be utilized, excepting any employees from the Involved Agency.
9. The WBIC Team members shall perform all investigative steps necessary to obtain a complete understanding of the facts of the OII based upon the unique facts and circumstances of each case.

B. OII Call-Out Protocol

1. A request for WBIC activation must be made to the WBIC Commander as soon after the incident as reasonably possible.
2. The highest-ranking officer (i.e. Chief or Sheriff), or their designee, of a member agency may request activation, which must be followed up with a written request.
3. The Involved Agency shall provide a current summary of the incident, the location of the incident and the reporting location to the WBIC Commander, the Squad Leader and/or WBIC investigators assigned to the investigation. For each agency providing investigative support to the call-out, their responding task force member will assume the responsibility for the notification of their supervisors of his/her activation.
4. The Involved Agency Chief (“Chief” will hereafter refer both to a Chief or a Sheriff) has the discretion to decide whether to utilize their own police department, or the WBIC to investigate the original crime (i.e. “Criminal Investigation”) that led up to the deadly use of force. Prior to making such decision, the Chief is strongly encouraged to consult with the State’s Attorney and WBIC Commander.
5. The WBIC Liaison for the Involved Agency will be the WBIC Squad Leader.
6. The WBIC Commander or his/her designee will:
 - a. Document the date/time assistance was requested and by whom.
 - b. Request that the Involved Agency NOT interview any Involved Officers, including witness officers, until the WBIC team has the opportunity to interview them first. The WBIC team should not have to later address any differences between an officer’s interview with his/her department and a subsequent interview with WBIC Investigators. This does not include the recommended Public Safety Statement questions.
 - c. Notify the State’s Attorney of jurisdiction (i.e. Winnebago County or Boone County). They, in turn, will determine what kind of response they will provide to the investigation.
 - d. Identify the appropriate investigative team and determine the number of investigators from that team to respond to the scene.
 - e. Request that crime scene investigators respond to the scene.
 - f. Request a Traffic Crash Reconstructionist (TCR) if the incident is vehicular in nature.

- g. Contact the Coroner's Office- if necessary.
- h. All responses to OII's require an advisory briefing between the WBIC Commander and/or designees and the appropriate Involved Agency command staff in regards to the incident and resources needed (re: policies, union issues, attorneys, investigative process, resources, etc.).

C. WBIC Protocol Upon Arrival at Incident Scene

- 1. The WBIC Squad Leader, Case Agent, or temporary WBIC investigator-in-charge will locate the On-Scene Supervisor (OSS) and assume control of the scene.
- 2. Ascertain from the OSS what their agency's policy is regarding when recording devices are required to be shut off.
- 3. Secure the perimeter and crime scene (if not already done and/or if you want it changed in some way).
- 4. Assign an officer to log personnel in and out of the crime scene and to assist the Crime Scene Investigators.
- 5. Ensure the OSS has debriefed the Involved Officer(s) and obtained the basic officer safety information through an initial inquiry (i.e. "Public Safety Statement"). Depending on the Involved Agency's policy, this may or may not be recorded.
- 6. Advise the OSS that a memorandum needs to be completed regarding the initial Public Safety Statement.
- 7. Identify all officers/witnesses at the scene and obtain identifiers of all who may have left the scene.
- 8. Separate all officers/witnesses involved in the incident and interview individually.
- 9. Instruct the requesting department OSS to advise all officers involved in the incident not to discuss details of the event with other involved officers, peers, or support personnel until after they have given their official statements, interviews, etc.
- 10. As in any criminal investigation, media representatives should never be allowed access inside the crime scene perimeter, until the CSI investigation has been completed and the scene has been officially released.

D. Involved Agency On-Scene Supervisor Protocol

On-Scene Supervisor's (OSS) Duties:

1. Secure scene and check for injuries/medical needs.
2. Put out any necessary officer safety and/or apprehension information over the radio.
3. Secure the crime scene, all loose weapons (if necessary) and, when appropriate, secure the Involved Officer(s) weapons and provide to the WBIC Investigator (see below section- Handling of Involved Weapons and Other Items).
4. When the scene is secured, follow your department's policy regarding when to shut off recording devices. **All officers and detectives should always assume that electronic recording devices are recording throughout the scene investigation.**
5. Ensure that the crime scene is protected and assign a person to log personnel in and out of the crime scene.
6. The OSS and/or WBIC investigators will ensure that no evidence items are moved prior to collection by CSI investigators, unless it is absolutely necessary to do so for the safety of personnel or preservation of evidence (e.g. weapons).
7. Separate the Involved Officers and advise them not to speak to anyone (except their counsel) regarding the incident until after they have given their official statements, interviews, etc.
8. Nothing is to be texted, put on MDTs, Facebook, etc. And NO photos taken, except official photos by CSIs or WBIC investigators.
9. Provide the Public Safety Statement questions to the Involved Officer. Take into consideration what your audio/video recording policy is regarding when recordings are to cease.

Suggested Public Safety Statement Questions:

These should be administered in a conversational manner, not interrogative.

- 1) Are you injured?
- 2) If you know anyone was injured, what is his or her location?
- 3) In what direction did you fire your weapon?
- 4) If any suspects are at large, what are their descriptions?
- 5) What was their direction of travel?
- 6) How long ago did they flee?
- 7) For what crimes are they wanted?

- 8) With what weapons are they armed?
- 9) Does any evidence need to be preserved?
- 10) Where is it located?
- 11) Did you observe any witnesses?
- 12) Where are they?

- 10. The OSS will prepare a memorandum regarding the initial Public Safety Statement inquiry.
- 11. Do not obtain the officer(s) weapon and magazines in public view (this can be done at the hospital or PD if necessary).
- 12. The OSS may also choose to inspect the weapons and magazines of any other officers who were in close proximity when the shot(s) were fired by the officer(s) who is known to actually have fired their weapon (re: sympathetic firing). If they appeared to have been fired, they will be seized as evidence.
- 13. When the WBIC investigator arrives, the OSS will provide them with a thorough briefing of what was learned and what has been done.
- 14. Turn the scene over to the WBIC team.

E. At Scene and Ongoing WBIC Investigation Protocol

- 1. The WBIC Investigator will request the Shift Roster of all officers working during the incident, the Ambulance Runs, all video tapes from squad cars and bodycams, taser camera and discharge data (if applicable), all CAD activity, MDT activity, and radio traffic beginning at least 10 minutes prior to the incident, and obtain copy of 911 calls and/or 311 calls.
 - a. The WBIC on-scene supervisor can determine the end time of the radio traffic, MDT activity, and CAD activity. If any of the above is unavailable obtain a memorandum from the Chief of the Involved Agency, or his/her designee, documenting the reason for the unavailability of the evidence.
- 2. Obtain briefing from On-Scene Supervisor (OSS).
- 3. The OSS and/or WBIC investigators will ensure that no evidence items are moved prior to collection by CSI investigators, unless it is absolutely necessary to do so for the safety of personnel or preservation of evidence (e.g. weapons).
- 4. The officer(s) involved in the deadly force incident should be transported (preferably not in the back of a patrol car) from the scene within a reasonable amount of time after the arrival of the on-scene supervisor. Many departments will send them immediately to the hospital.

If not, bring them to the department but do not put them in an interview room. At a minimum, have a paramedic check their vital signs and conduct a preliminary medical evaluation. Make them comfortable and see to their needs.

5. Make sure that complete 360 degrees photos of the officer(s) are taken by CSIs as soon as possible after the incident (preferably not on scene).
6. WBIC investigators shall interview everyone on the shift as well as all EMS personnel who respond to the incident.
7. WBIC investigators will identify all witnesses and persons present who indicate that they did or did not witness anything.
8. If there were squads at the scene without video or if the video was not functioning properly, request a letter from the Chief or designee to document it.
9. Obtain all residential and business security videos, and/or all cell phone video that may be available.
10. Conduct a pre-briefing regarding the facts of the incident with WBIC investigative team members prior to issuing assignments.
11. Coordinate the need for any special equipment or resources.
12. WBIC Investigators will conduct the neighborhood canvass and the vehicle canvass.
13. Interview the family, friends, associates, etc. of the suspect(s).
14. Obtain contact numbers for command officers and assisting departments for efficient in-field communication.
15. Depending on the incident, officer(s) clothes may be taken as evidence. Additionally, the officer(s) weapon(s) and magazines will be collected.
16. Coordinate the investigation at the hospital, including evidence collection and possible interviews. Arrange for hospital security if needed. Note: if possible, send officers and offenders to separate hospitals.
17. Obtain any photos taken by the Involved Agency prior to the WBIC Forensics Team (i.e. CSI) arrival.
18. Conduct periodic briefings for teams (including CSIs) and ensure all leads have been addressed or assigned.

19. The WBIC Crime Scene Investigator and the Case Agent should both attend the autopsy whenever possible.
20. The Squad Leader assigned to the incident, or his designee, will be responsible for all photo line-ups to ensure that all line-ups are presented with the same format and the same written instructions to the viewing party. Any WBIC team investigator conducting a lineup must follow Illinois law.

F. Involved Officer(s) Statements

1. Law enforcement employees have the same rights and privileges regarding criminal interviews that any other citizen would have, including the right to remain silent, the right to consult with an attorney prior to an interview, and the right to have an attorney present during the interview. However, it is not mandatory that the officer be advised of his or her Miranda Rights unless the interview is custodial in nature.
2. WBITF Investigators must guard against Garrity immunity taint and WBIC Investigators should contact the State's Attorney at the initial stages of the investigation to avoid such issues. Garrity rights protect officers from being compelled to incriminate themselves during investigatory interviews. This protection stems from the Fifth Amendment to the United States Constitution, which declares that the government cannot compel a person to be a witness against him/herself. An officer's compelled statement cannot be used directly or indirectly in any manner to criminally prosecute that officer. The use of a Garrity statement in the criminal investigation can have serious negative consequences for the investigation. Every effort must be made to separate WBIC's OII investigation from an administrative investigation or criminal investigation of the underlying incident. Further, in the event WBIC is responsible for both the investigation of the OII and the underlying criminal act, an investigative and prosecutorial "taint team" must be created to avoid the use of an officer's compelled statement in the investigation of his or her use of force. As stated above, the State's Attorney should be contacted early in the investigation to avoid any Garrity related issues.
3. Prior to speaking with an Involved Officer at any point in the investigation, WBIC Investigators must advise the Involved Officer as follows:

"This investigation is to determine whether any criminal laws have been violated during the use of force incident. It is not an administrative or disciplinary inquiry. You are not being compelled to give any statement or answer any questions. Your cooperation in this investigation is voluntary."

4. The Involved Officer's understanding and acknowledgement of the above should be documented in any report of his or her statement.
5. If the officer is agreeable to an interview but requests that his or her attorney be present, WBIC Investigators will conduct the interview in the presence of the attorney.
6. No law enforcement officers other than WBIC Investigators should be present during the interview unless the Involved Officer specifically requests that another officer sit in as a

witness only. If the officer requests that another officer be present during the interview, it is imperative that the WBIC Investigator establish in the report of interview the fact that the officer was not compelled by his or her department to have a witness present. If the witnessing officer is a superior officer, the WBIC Investigator should further establish that the officer is not being compelled to answer questions by the presence of the superior officer.

7. The Involved Officer(s) interview or written statement should be completed within 48 to 72 hours from the time of the incident.
8. WBIC Investigators should seek the Involved Officer's permission to record the interview. Should the Involved Officer refuse to consent, the interview shall proceed.
9. When an Involved Officer is interviewed, there should only be one (1) report written regarding the interview. For instance, if two (2) investigators interview an Involved Officer then only one (1) of them will write a report, with the second reviewing and signing off on it.
10. It is the strong preference of the WBIC that the Involved Officer be interviewed by a member of the WBIC. As such, the Involved Officer should not be given the option to provide a written statement unless and until he or she refuses to participate in an interview. If a written statement is provided, the following language must appear at the top of the statement:

"I understand and acknowledge that this investigation is to determine whether any criminal laws have been violated during the use of force incident. It is not an administrative or disciplinary inquiry. I am not being compelled to give any statement or answer any questions. My cooperation in this investigation is voluntary."

11. After receiving the written statement, WBIC Investigators should again ask the Involved Officer to participate in a voluntary interview so that follow up and clarifying questions may be asked.

G. Video Viewing

1. Pursuant to Illinois law (50 ILCS 706/10-20(6)(A)), a law enforcement officer shall not have access to or review his or her body-worn camera recordings or the body-worn camera recordings of another officer prior to completing incident reports or other documentation when the officer has been involved in or is a witness to an officer-involved shooting, use of deadly force incident, or use of force incidents resulting in great bodily harm.
2. If the Involved Officer or Witness Officer prepares a report, that report shall be prepared without viewing body-worn camera recordings. However, and subject to supervisor's approval, officers may file amendatory reports after viewing body-worn camera recordings. Supplemental reports under this provision shall also contain documentation regarding access to the video footage.

H. Handling of Involved Weapons and Other Items

1. The weapon, holster, duty belt (and accessories), spare ammunition, and any auxiliary firearms in the possession of any Involved Officer may be taken under the control of a WBIC Investigator. This will typically take place at a location designated by the WBIC. Circumstances may require the On-Scene Supervisor (OSS) to collect the Involved Officer(s) weapon or other items in the field. The OSS should keep in mind the potential evidentiary value of the Involved Officer's weapon as well as clothing, uniform items, footwear, etc.
2. If the weapon is a rifle or shotgun it should be secured by the OSS immediately or as soon as practical. The weapon should be secured and un-tampered with inside of a locked police vehicle. The weapon will be turned over to either a member of the WBIC or to the assigned Crime Scene Investigators (CSIs) at the direction of the WBIC Commander or Squad Leader.
3. For safety purposes, OSS's should avoid disarming officers in the field, but shall take immediate action to ensure that involved weapons and equipment are not changed or tampered with prior to being placed into evidence. This may include ensuring that the weapons are holstered and not handled further unless necessary. Whenever possible, the Involved Officer's weapon and equipment shall be collected inside a law enforcement facility: if this is not possible then this should be done inside a cruiser or other place, which is safe and out of public view.
4. The involved weapon(s) will not be opened, unloaded or tampered with in any manner; except as necessary to render the weapons safe. The OSS obtaining the involved weapon and related equipment will be responsible for its preservation until he/she personally submits it into evidence, turns it over to the WBIC or assigned CSIs. All requests for further processing of this equipment and weapons will be the responsibility of the WBIC.
5. The OSS will coordinate with WBIC Investigators or assigned CSIs regarding the collection of other items of property and equipment, such as personally owned flashlights, handcuffs, clothing, etc.

I. Officer-Involved Criminal Sexual Assault Investigations (5 ILCS 815)

1. Each law enforcement agency shall have a written policy regarding the investigation of on-duty officer-involved criminal sexual assaults (OICSA) that involve a law enforcement officer employed by that law enforcement agency (5 ILCS 815/10(a)).
2. Each on-duty officer-involved criminal sexual assault investigation shall be conducted by at least two (2) investigators, or an entity comprised of at least two (2) investigators, one (1) of whom is the Case Agent (5 ILCS 815/10(b)).

- a. The two (2) assigned OICSA investigators shall have completed a specialized sexual assault and sexual abuse investigation training program approved by the Illinois Law Enforcement Training Standards Board (ILETSB) or similar training program approved by the Department of State Police, per 720 ILCS 203/20.11(g).
3. No investigator involved in the investigation may be employed by the law enforcement agency that employs the officer involved in the officer-involved criminal sexual assault unless the investigator is employed the Department of State Police (5 ILCS 815/10(b)).
4. Per 725 ILCS 203/5.5, allowing a victim of a sexual assault to complete at least two (2) full sleep cycles before an in-depth interview can improve the victim's ability to provide a history of the sexual assault or sexual abuse.
5. An internal investigation into the alleged OICSA may be conducted if the internal investigation does not interfere with the criminal investigation (5 ILCS 815/15).

J. Officer Involved Fatality Crash Investigations (50 ILCS 727/1-10)

1. The WBIC may be activated whenever an officer is involved in a motor vehicle crash involving a fatality or anticipated fatality.
 - a. If the OII being investigated involves a motor vehicle accident, at least one investigator shall be certified by the Illinois Law Enforcement Training Standards Board as a Crash Reconstruction Specialist, or similar training approved by the Illinois Law Enforcement Training Standards Board or the Department of State Police, or similar training provided at an Illinois Law Enforcement Training Standards Board certified school.
2. In addition to the responding WBIC investigation team, a Traffic Crash Reconstructionist (TCR) will be dispatched. The TCR may or may not be a member of the Investigative Cooperative, and can also be a member of the Involved Agency, although it is not recommended to utilize a member of the Involved Agency if at all possible.
 - a. The policy for a law enforcement agency, when the officer-involved death being investigated involves a motor vehicle collision, may allow the use of an investigator who is employed by that law enforcement agency and who is certified by the Illinois Law Enforcement Training Standards Board as a Crash Reconstruction Specialist, or similar training approved by the Illinois Law Enforcement Training and Standards Board, or similar certified training approved by the Department of State Police, or similar training provided at an Illinois Law Enforcement Training and Standards Board certified school.

K. Investigative Reporting Protocol

1. The WBIC Investigations procedures for reporting shall be used during a WBIC investigation. This includes the Traffic Crash Reconstruction Team resources during an OII traffic crash investigation.
2. When opening a case, the State's Attorney normally would like it documented whether the incident is a fatal or non-fatal officer involved shooting or use-of-force event.
3. The case may be submitted to the State's Attorney's Office with the officer who used deadly force being listed by the officer's rank and name e.g. "Officer Smith".
4. The subject(s) who incurred the force that is being investigated may be listed as "Subject" or by their real name.
5. Obtain copies of any reports prepared by the Involved Agency concerning the event, excluding any reports by the Involved Officer or containing statements of the Involved Officer.
6. It will be the responsibility of the Investigative Cooperative Commander or the Investigative Cooperative Squad Leader designated in charge of the activation to ensure that all reports (including original incident report, investigative supplemental reports, crime scene and laboratory reports) are hand carried to the State's Attorney as well as to the Involved Agency at the conclusion of the investigation, unless circumstances dictate otherwise. The WBIC Commander or the Squad Leader will give the Involved Agency frequent updates on the investigation.
7. Per the Police and Community Relations Improvement Act (50 ILCS 727/), if the State's Attorney determines there is no basis to prosecute the law enforcement officer involved in the officer-involved death, or if the law enforcement officer is not otherwise charged or indicted, the investigators shall publicly release a report.

K. Forensics Protocol

1. It is the intent that Crime Scene Investigation (CSI) support in all WBIC cases shall be provided by the Illinois State Police. However, staffing resources or other extenuating circumstances may require non-Illinois State Police CSIs. Further, weather, safety issues, or extenuating circumstances may dictate on scene officers take immediate action to preserve, protect, or otherwise document evidence that may be destroyed or altered. Any touched, covered, or moved items of evidence will be thoroughly documented by the scene officer. This information will be shared with the CSIs.
 - a. The number of CSIs who respond to a particular deadly use of force case will be determined by the ISP Crime Scene Service Command (CSSC), depending upon the unique circumstances of each case, and the ability and equipment of the responding CSIs.

2. Any contact with ISP laboratories for specific processing done at the scene by forensic scientists will be determined and requested by the ISP CSSC.
3. The Illinois State Police Zone 2 will retain custody of all evidence related to the incident during the investigation, while the incident is being reviewed by the prosecuting agency, and while the case is pending. Some evidence, due to its size or nature, may be stored at a local agency not directly controlled by the State Police.
 - a. Digital Evidence Management: Member agencies utilizing a digital-evidence management system (DEMS), including but not limited to body-worn camera recordings, squad-car video, interview room recordings, and other digital media, shall ensure that all digital evidence associated with a Cooperative Investigation is secured ("restricted") by the primary requesting agency. Upon initiation of a Cooperative Investigation, the primary requesting agency shall restrict access to all relevant digital files within the DEMS platform. Restricted digital evidence shall remain accessible only to personnel formally assigned to the Cooperative Investigation, and shall not be reviewed, copied, disseminated, or otherwise accessed by other personnel without the express authorization of the Investigative Cooperative Commander or his/her designee. This access restriction shall remain in effect for the duration of the investigation unless modified in writing by the Investigative Cooperative Commander or his/her designee.
5. The WBIC/ISP CSI should provide their seized evidence/items list to the local agency and/or the agency who is conducting the criminal investigation.
6. If evidentiary items seized by the WBIC /ISP CSI forensics investigators are later needed by the criminal investigation team then the WBIC /ISP CSI can simply arrange to transfer these to them.
7. Upon conclusion of the case, all evidence will be returned to the Involved Agency. Additionally, all crash reconstruction data and reports shall be held by the Involved Agency as well.

L. Alcohol/Blood Test (50 ILCS 727/1-25)

1. The law states that every law enforcement department must adopt a written policy stating that "...each officer involved in an officer-involved shooting causing injury or death to a person or persons... must submit to drug and alcohol testing as soon as practicable after the shooting incident."
2. The law also states that an alcohol/drug test must be taken for any officer-involved shooting (OIS) incident in which injury or death was caused to a person, by the end of the involved officer(s) shift or tour of duty.
 - a. This mandated blood and/or urine collection from involved officers is an administrative function performed by the agency involved in the incident. As such, the Involved

Agency will be responsible for collecting the blood and/or urine samples from the Involved Officer(s) who participated specifically in an officer-involved shooting where injury or death occurred.

- b. Mandated collected samples will be stored at the Involved Agency's chosen storage location.
- c. Some agencies and/or contracts may require that, subsequent to any accident or serious use of force incident, officer(s) are required to be tested. This mandated alcohol/drug testing will be conducted by the Involved Agency. However, for those agencies who do not currently have it in their contracts or policies, they will need to provide probable cause for a search warrant in order to obtain these samples.

3. WBIC Investigators will not collect any blood or urine samples from Involved Officers in any incident not required by law unless there is probable cause to believe the officer is impaired. In that case, they will apply for a search warrant in order to obtain these samples.

M. Media Protocol

1. The responsible agency for media relations should be as follows:
 - a. Involved Agency:
 - i. Initial press release after the incident informing the public that the WBIC has been activated.
 - ii. Matters that are administrative and involve personnel of the Involved Agency.
 - iii. Matters related to any underlying criminal charges.
 - iv. Video evidence. The public release of evidence, particularly video evidence, is in the discretion of the Involved Agency. However, the State's Attorney should be consulted prior to its release.
 - b. WBIC or State's Attorney:
 - i. Matters relating to the WBIC investigation.
2. In any public release of information, the State's Attorney should be consulted to ensure the content is legally and ethically correct and appropriate.
3. It is the intention of the WBIC that, absent exigent circumstances, including the safety of the Involved Officer and his family, the name of the Involved Officer will be publicly released within 48 hours of the OII.

VI. POST INVESTIGATION PROTOCOL

A. Administrative Tasks

1. The investigators conducting the investigation shall, in an expeditious manner, provide a complete report to the State's Attorney of the county in which the OII or on-duty officer-involved criminal sexual assault occurred (50 ILCS 727/1-10).
2. If the State's Attorney determines there is no basis to prosecute the law enforcement officer involved in the officer-involved death or on-duty criminal sexual assault, or if the law enforcement officer is not otherwise charged or indicted, the investigators shall publicly release a report (50 ILCS 727/1-10).
3. Administrative Investigation (50 ILCS 727/15 and 5 ILCS 815/15). The Act does not prohibit any law enforcement agency from conducting an internal investigation into the OII if the internal investigation does not interfere with the investigation. The State's Attorney should be contacted to discuss the handling of parallel investigations.