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## Law Enforcement Authority

### 100.1 PURPOSE AND SCOPE

The purpose of this policy is to affirm the authority of the members of the Beloit Police Department to perform their functions based on established legal authority.

### 100.2 PEACE OFFICER POWERS

Officers possess the powers to preserve the peace as necessary, make arrests and enforce all local and state laws (Wis. Stat. § 59.28(1); Wis. Stat. § 62.09(13)(a)).

#### 100.2.1 ARREST AUTHORITY WITHIN THE JURISDICTION OF THE BELOIT POLICE DEPARTMENT

The arrest authority within the jurisdiction of the Beloit Police Department includes (Wis. Stat. § 968.07):

- (a) When the officer has or reasonably believes that an arrest warrant has been issued in the State of Wisconsin, or a felony arrest warrant has been issued in another state.
- (b) When the officer has probable cause to believe any crime is being, or has been, committed.

#### 100.2.2 OFF-DUTY PEACE OFFICER ARREST AUTHORITY

An off-duty officer may arrest a person outside the territorial jurisdiction of this department, but still in the state, if all of the following apply (Wis. Stat. § 175.40(6m)(a)):

- (a) The officer is responding to an emergency situation that poses a significant threat to life or of bodily harm.
- (b) The officer is taking action that would be authorized under the same circumstances within the territorial jurisdiction of this department.
- (c) The off-duty officer notifies the on-duty supervisor as soon as reasonably practicable, notifies the local law enforcement agency of the county or municipality where the arrest occurred and cooperates with that agency as necessary (Wis. Stat. § 175.40(6m)(a)).

### 100.3 INTRASTATE PEACE OFFICER ASSISTANCE

This department may request the assistance of law enforcement personnel or may assist other law enforcement agencies as warranted or authorized (Wis. Stat. § 59.28(2); Wis. Stat. § 66.0313(2)).

During any state of emergency declared by the governor or during any training program or exercises authorized by the adjutant general, an officer, when legally engaged in traffic control, escort duty or protective service, may carry out the functions anywhere in the state but shall be subject to the direction of the adjutant general through the sheriff of the county in which an assigned function is performed (Wis. Stat. § 323.16).

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### 100.3.1 INTRASTATE PEACE OFFICER TRIBAL ASSISTANCE

This department may not respond to a request for assistance from a tribal law enforcement agency at a location outside this jurisdiction unless one of the following applies (Wis. Stat. § 66.0313(4)):

- (a) The governing body of the tribe that created the tribal law enforcement agency adopts and has in effect a resolution that includes a statement that the tribe waives its sovereign immunity to the extent necessary to allow the enforcement in the courts of the state of Wisconsin of its liability under Wis. Stat. § 66.0313 or another resolution that the Wisconsin Department of Justice determines will reasonably allow the enforcement in the courts of the state of Wisconsin.
- (b) The tribal law enforcement agency or the tribe that created the tribal law enforcement agency maintains liability insurance that does all of the following:
  - 1. Covers the tribal law enforcement agency for its liability under law
  - 2. Has a limit of coverage not less than \$2,000,000 for any occurrence
  - 3. Provides that the insurer, in defending a claim against the policy, may not raise the defense of sovereign immunity of the insured up to the limits of the policy
- (c) This department and the tribal law enforcement agency have in place an agreement under which this department accepts liability for instances in which it responds to a request for assistance from the tribal law enforcement agency.

Additionally, the tribal law enforcement agency requesting assistance must provide to the Wisconsin Department of Justice a copy of the resolution, proof of insurance or a copy of the required agreement. The Wisconsin Department of Justice must post either a copy of the document or notice of the document on the Internet site it maintains for exchanging information with law enforcement agencies.

### 100.4 INTERSTATE PEACE OFFICER POWERS

Peace officer powers may be extended within other adjoining states:

- (a) As applicable under interstate compacts, memorandums of understanding or mutual aid agreements in compliance with the laws of each state (Wis. Stat. § 175.46).
- (b) When an officer enters Minnesota, Iowa or Michigan in fresh pursuit of a person who is in the immediate and continuous flight from the commission of a felony, and in the case of Illinois any criminal offense (Minn. Stat. § 626.65; Iowa Code § 806.1; MCL 780.101; 725 ILCS 5/107-4).

Whenever an officer makes an arrest in another state, the officer shall take the offender to a magistrate or judge in the county where the arrest occurred as soon as practicable (Minn. Stat. § 626.66; Iowa Code § 806.2; MCL 780.102; 725 ILCS 5/107-4).

#### 100.4.1 INTERGOVERNMENTAL AGREEMENT--SOUTH BELOIT AND WINNEBAGO CO., IL

The Department has an existing intergovernmental mutual aid agreement (IGA) with the South Beloit Police Department and Winnebago County Sheriffs Department. The agreement is

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reciprocal across state lines and provides a variety of additional resources and assistance in an expeditious manner. The agreement also identifies operational protocols and parameters for each agency to follow in order to protect the liability concerns of each and to ensure efficient use of each agencies personnel and resources. [See attachment: Intergovernmental Mutual Aid Agreement](#)

This agreement shall be reviewed on an annual basis and any updates or amendments shall be made pursuant to Section 11 of the agreement. Training shall be provided to Department members as updates occur.

Nothing in the agreement supersedes or changes extradition proceedings or procedures for any arrests made out of state.

### 100.4.2 INTERSTATE MUTUAL AID ARREST POWERS

City of Beloit Police Officers shall act with all of the arrest and other police authority of a law enforcement officer of the Winnebago County Sheriffs Department while within the County of Winnebago. However, the grant of authority is limited to enforcement of laws and arrests for violations of laws similar to the types of law that the law enforcement officers of the City of Beloit Police Department are authorized to enforce or make arrests for regarding violations of in their home state (IGA, Section 4).

### 100.4.3 AUTHORIZED ACTIVITIES

Subject to the notification protocol in this policy, Department members may provide, respond to or request assistance under this agreement in the following circumstances:

- (a) To provide emergency assistance
- (b) To provide a variety of specialty unit responses
  - 1. Tactical, Crisis Negotiations, Evidence Technicians, Investigators, Mobile Field Force, K-9, EOD, Water Rescue, Bilingual assistance, command posts, etc.
- (c) To conduct follow-up investigations and make arrests
- (d) To conduct training and joint training exercises
- (e) To conduct prisoner and other necessary transports
- (f) To conduct other official business

### 100.4.4 NOTIFICATIONS

Department members shall notify the respective jurisdiction whenever a Department member does any of the following in the City of South Beloit or Winnebago County, IL (IGA, Section 5). Notification should occur prior to the activity unless it is impractical to do so.

- (a) Conduct follow-up investigations
- (b) Make an arrest
- (c) Conduct training

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Prior to conducting any of the above activities, Department members shall first advise their shift commander of their intended actions and obtain approval.

The Shift Commander shall ensure appropriate notification is made to the agency involved and to the Rock County Dispatch Center who will notify Winnebago County Dispatch. Such notification may be made directly by the Shift Commander or by the requesting officer as directed.

Unless exigent circumstances exist, Department members should not make an arrest within the borders of South Beloit or Winnebago County, IL unless the respective agency has been notified and is unable to respond immediately.

### 100.4.5 REQUESTS FOR ASSISTANCE

The Shift Commander should authorize all emergency mutual aid requests or responses pursuant to the agreement. Emergency requests made by the Beloit Police Department shall be made via radio communications through the Rock County Dispatch Center. Shift Commanders shall document all requests made or responded to under this agreement on a Department memorandum and forward via chain of command to the Chief's Office.

Requests for large scale or planned events should be made in writing and forwarded to the Captain of Patrol for review and approval.

Absent extreme exigent circumstances, no Department member shall self deploy pursuant to the authority granted in the agreement.

### 100.4.6 OFFICER-INVOLVED DEATHS AND CRITICAL INCIDENTS

In the event a Department member is involved in an officer-involved death or other critical incident while providing mutual aid pursuant to this agreement, they shall be bound by the legal requirements in the State of Illinois as detailed in the agreement and supporting document (Winnebago-Boone Integrity Task Force). Additionally, Department members shall follow the Department's Officer-Involved Deaths and Critical Incident Policy. The Lieutenant of Detectives shall be assigned as the Department liaison as required by the task force policy (IGA, Section 10). [See attachment: Winnebago-Boone Integrity Task Force](#)

### 100.4.7 OPERATIONAL PROCEDURES

The following operational procedures shall apply to any activities performed pursuant to the agreement (IGA, Section 8):

- (a) Department members responding to requests for emergency assistance or specialty unit deployments shall be under the operational control of the requesting agency supervisor.
- (b) A report shall be filed by the Department members involved to document any emergency assistance provided, any arrest, any motor vehicle crash or personal injury or any use of force.

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- (c) Any member responding to a request under the agreement shall be a sworn law enforcement officer.
- (d) While performing activities under the agreement, Department members shall maintain compliance with Department policy. Any perceived conflicts shall be immediately reported to a Department supervisor.
- (e) Radio communications shall be established between the participating agencies in all instances. This may require the requesting agency to provide portable radios to responding personnel if portable interoperability does not exist.
- (f) Jurisdictional boundaries shall be determined by the Geographical Information System (GIS) mapping.

### **100.5 CONSTITUTIONAL REQUIREMENTS**

All members shall observe and comply with every person's clearly established rights under the United States and Wisconsin Constitutions.

### **100.6 POLICY**

It is the policy of the Beloit Police Department to limit its members to only exercise the authority granted to them by law.

While this department recognizes the power of peace officers to make arrests and take other enforcement action, officers are encouraged to use sound discretion in the enforcement of the law. This department does not tolerate abuse of law enforcement authority.

### **100.7 INDIAN COUNTRY**

Peace officer powers extend to Indian country pursuant to 18 USC § 1162, except:

- (a) On the Menominee Reservation (41 Fed.Reg. 8516 (1976)).
- (b) In matters of the Indian Child Welfare Act that involve the following:
  - 1. Forest County Potawatomi (62 Fed.Reg. 471 (1971))
  - 2. Red Cliff Band (61 Fed.Reg. 1778 (1996))
- (c) In Indian child custody matters involving the Lac Courte Oreilles Tribe (46 Fed.Reg. 15579 (1981)).

Otherwise, an officer of the Beloit Police Department has concurrent jurisdiction over a crime committed in Indian country.

### **100.8 JURISDICTIONAL BOUNDARIES**

The Patrol Captain or the authorized designee should be responsible for developing and maintaining jurisdictional boundary maps, ensuring that the maps are provided to all new members and that the maps are readily available to all members in patrol briefing areas and the Communications Center.

## Attachments

## **Intergovernmental Mutual Aid Agreement.pdf**

**INTERGOVERNMENTAL MUTUAL AID AGREEMENT  
BETWEEN  
THE CITY OF БЕLOIT (WI) POLICE DEPARTMENT, THE ROCK COUNTY (WI)  
SHERIFF'S OFFICE, THE WINNEBAGO COUNTY (IL) SHERIFF'S DEPARTMENT, AND  
THE CITY OF SOUTH БЕLOIT (IL) POLICE DEPARTMENT**

This Intergovernmental Mutual Aid Agreement is made by and between Rock County, Wisconsin, City of Beloit, Wisconsin, Winnebago County, Illinois and the City of South Beloit, Illinois pursuant to section 175.46, Wis. Stats.

**WHEREAS**, the undersigned public law enforcement agencies are charged with the duty of enforcing the law and protecting their citizens from illegal activity; and

**WHEREAS**, the undersigned public law enforcement agencies recognize that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime within the agencies' jurisdiction; and

**WHEREAS**, the undersigned public law enforcement agencies recognize that the problem can be most effectively combated by the pooling of their resources in the joint exercise of their respective authority; and

**WHEREAS**, the undersigned public law enforcement agencies believe that this inter-agency agreement will provide citizens with the most effective law enforcement protection against those who engage in actions detrimental to public safety; and

**WHEREAS**, the Winnebago County, Illinois Sheriff's Department is a law enforcement agency of the State of Illinois; and

**WHEREAS**, the City of South Beloit, Illinois Police Department is a law enforcement agency of Winnebago County in the State of Illinois; and

**WHEREAS**, the City of Beloit, Wisconsin Police Department is a law enforcement agency located in Rock County, Wisconsin; and

**WHEREAS**, the Rock County, Wisconsin Sheriff's Office is a law enforcement agency of the State of Wisconsin; and

**WHEREAS**, in the absence of this agreement, the efforts of the City of Beloit Police Department, the Winnebago County Sheriff's Department, the Rock County Sheriff's Office and the City of South Beloit Police Department to combat crime within the respective jurisdictions are hampered by jurisdictional limitations inherent in the separate sovereignty of the State of Wisconsin and the State of Illinois.

**NOW, THEREFORE,** in consideration of the foregoing, the mutual covenants and promises contained herein, and other valuable consideration, the receipt and sufficiency of which they acknowledge, the Parties agree as follows:

1. **RECITALS:** The above recitals are incorporated herein and made a part thereof.
2. **AUTHORITY:** The parties enter into this agreement in accordance with the authority vested in them by Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq) and section 175.46 of the Wisconsin Statutes. This agreement supersedes and replaces the agreement between the Parties dated June 17, 2003.
3. **PURPOSE:** The purpose of this agreement is to establish the jurisdictional authority and operational guidelines for the participating agencies.
4. **ARREST POWERS:** The law enforcement officers of the Winnebago County Sheriff's Department and the City of South Beloit Police Department shall act with all of the arrest and other police authority of a law enforcement officer of the Rock County Sheriff's Office while within the County of Rock. This grant of authority is limited to the enforcement of laws and arrests for violation of those laws similar to the types of laws that the law enforcement officers of the Winnebago County Sheriff's Department and the City of South Beloit Police Department are authorized to enforce or make arrests for regarding violations of in their home state. The law enforcement officers of the City of Beloit Police Department and the Rock County Sheriff's Office shall act with all of the arrest and other police authority of a law enforcement officer of the Winnebago County Sheriff's Department while within the County of Winnebago.

This grant of authority is limited to enforcement of laws and arrests for violations of laws similar to the types of law that the law enforcement officers of the City of Beloit Police Department are authorized to enforce or make arrests for regarding violations of in their home state.

In addition, the participating agencies may:

- (a) Provide emergency assistance.
- (b) Provide a variety of specialty unit responses.
- (c) Conduct follow-up investigations and make arrests.
- (d) Conduct training and joint training exercises.
- (e) Conduct prisoner and other necessary transports.

- (f) Conduct official business.

This agreement does not affect any changes in extradition proceedings or procedures currently in effect in either the State of Wisconsin or State of Illinois. Nor, does this agreement authorize covert or overt investigations outside of a law enforcement officer's home state, unless such investigations are conducted with the mutual consent of the involved parties to this agreement. This agreement does not authorize, modify, or change the authority of any officer of the South Beloit Police Department to operate outside of the City of South Beloit, while within Winnebago County, unless authorized by the Winnebago County Sheriff's Department. This agreement does not relinquish the responsibility of the South Beloit Police Department to utilize the resources primarily available to them by the Winnebago County Sheriff's Department. Consistent with this agreement, whenever the South Beloit Police Department requests the assistance of the City of Beloit Police Department or Rock County Sheriff's Office they shall notify the Winnebago County Sheriff's Department of such requests.

5. **NOTIFICATION:** Each participating agency shall notify the respective jurisdiction whenever one of the participating agencies does any of the following within the borders of one of the participating agency's jurisdiction:

- (a) Conducts follow up investigations.
- (b) Makes arrests.
- (c) Conducts training.

Unless exigent circumstances exist, neither party shall make an arrest within the borders of the other agency's jurisdiction unless the home agency has been notified and is unable to respond immediately. It shall be the responsibility of the participating agencies to this agreement to establish notification procedures for the purposes of Paragraphs 4 and 5 of this agreement.

6. **TERM:** This agreement shall take effect on May 1, 2018 and remain in force and effect until one of the participating agencies requests that it be terminated. Notice of termination shall be given in accordance with Paragraph 10 below.

7. **BENEFITS/IMMUNITIES/LIABILITIES:** City of Beloit law enforcement officers and Rock County Sheriff's Deputies acting under this agreement in the State of Illinois shall continue to be covered by their employing agency for purposes of Worker's Compensation, unemployment insurance, benefits under Ch. 40, Wisconsin Statutes, and civil liability. Law enforcement officers of the Winnebago County Sheriff's Department and the City of South Beloit Police Department acting in the State of Wisconsin under this agreement shall continue to be covered for Worker's Compensation, unemployment compensation, disability and other employee benefits and civil liability purposes by their employing agency. Any Beloit Police Officer or Rock County Sheriff's Deputy acting within the State of Illinois, under this agreement,

is considered while so acting to be in the ordinary course of their employment with the Beloit Police Department or Rock County Sheriff's Office.

Any officer that is employed by the City of Beloit Police Department or Rock County Sheriff's Office, and acting under this agreement in the State of Illinois, shall be subject to such immunities from liability or limitations on liability to the same extent as any officer of the State of Illinois. Any officer that is employed by the Winnebago County Sheriff's Department or the City of South Beloit Police Department, and acting under this agreement in the State of Wisconsin, shall be subject to such immunities from liability or limitations on liability to the same extent as any officer in the State of Wisconsin.

Any officer of the Winnebago County Sheriff's Department or the South Beloit Police Department acting under this agreement may not be considered, for liability purposes, as an employee or agent of the Beloit Police Department, Rock County Sheriff's Office or the State of Wisconsin for their actions while in the State of Wisconsin regardless of the supervision or control of the officer's actions while within the State of Wisconsin. Any officer of the Winnebago County Sheriff's Department or the South Beloit Police Department is considered as continuing to be an employee of the agency that employs them in the State of Illinois.

City of South Beloit law enforcement officers and Winnebago County Sheriff's Deputies acting under this agreement in the State of Wisconsin shall continue to be covered by their employing agency for purposes of Worker's Compensation, unemployment insurance, benefits by their employing agency, and civil liability. Law enforcement officers of the Rock County Sheriff's Department and the City of Beloit Police Department acting in the State of Illinois under this agreement shall continue to be covered for Worker's Compensation, unemployment compensation, disability and other employee benefits and civil liability purposes by their employing agency. Any South Beloit Police Officer or Winnebago County Sheriff's Deputy acting within the State of Wisconsin, under this agreement, is considered while so acting to be in the ordinary course of their employment with the South Beloit Police Department or Winnebago County Sheriff's Office

Any officer that is employed by the City of South Beloit Police Department or Winnebago County Sheriff's Office, and acting under this agreement in the State of Wisconsin, shall be subject to such immunities from liability or limitations on liability to the same extent as any officer of the State of Wisconsin. Any officer that is employed by the Rock County Sheriff's Department or the City of Beloit Police Department, and acting under this agreement in the State of Illinois, shall be subject to such immunities from liability or limitations on liability to the same extent as any officer in the State of Illinois.

Any officer of the Rock County Sheriff's Department or the City of Beloit Police Department acting under this agreement may not be considered, for liability purposes, as an employee or agent of the South Beloit Police Department, Winnebago County Sheriff's Office or the State of Illinois for their actions while in the State of Illinois regardless of the supervision or control of the officer's actions while within the State of Illinois. Any officer of the Rock County

Sheriff's Department or the City of Beloit Police Department is considered as continuing to be an employee of the agency that employs them in the State of Wisconsin.

8. **OPERATIONAL PROCEDURES:** The following operational procedures shall be used in connection with the activities pursuant to this agreement:

- (a) **Supervision:** When responding to requests for emergency assistance and to requests for specialty units, the responding officers will be under the operational control of the requesting agency's supervisor.
- (b) **Reports:** Incident reports and/or supplemental reports will be required whenever:
  - An arrest is made.
  - Emergency assistance is provided.
  - Accidents occur (motor vehicle and/or personal injury).
  - Use of force techniques/applications is used.
- (c) **Staffing Requirements:**
  - All officers that may be assigned tasks pursuant to this agreement shall be sworn law enforcement officers of their respective agencies.
  - All officers acting pursuant to this agreement shall adhere to all laws of the State of Wisconsin, State of Illinois, and the United States of America.
  - All officers shall maintain compliance with their respective agency policies/procedures.
- (d) **Operational Guidelines:**
  - The participating agencies of this agreement shall insure that their respective department establishes operational guidelines for their personnel consistent with this agreement.
  - The participating agencies of this agreement shall insure that their personnel are trained on the operational provisions of this agreement.

(e) **Communications:**

- Pursuant to the provisions of this agreement, radio communications shall be established between the participating agencies.
- Whenever possible, these communications should be established on frequencies that are accessible to the officers.
- These frequencies may include, but are not limited to:

WISPERN/ISPERN  
WINNEBAGO COUNTY — TAC 1  
WINNEBAGO COUNTY — TAC 2  
WINNEBAGO COUNTY — TAC 3  
SOUTH BELOIT POLICE  
BELOIT TAC 1  
BELOIT TAC 2  
ROCK COUNTY MAIN  
ROCK COUNTY TAC REPEATER

- (f) **Jurisdiction:** The parties acknowledge that portions of Shirland Avenue and Stateline Road are located both in the State of Wisconsin and the State of Illinois. The parties agree that if there is a question regarding jurisdiction, the Geographical Information System (GIS) will be utilized to determine jurisdiction.

9. **MISCONDUCT/DISCIPLINARY PROCEDURES:** In the event that an agency receives a complaint alleging that a law enforcement officer acting under authority of this agreement engages in misconduct, the following procedure shall be used:

- (a) The agency that receives or initiates a complaint shall immediately notify the officer's employing agency of the allegations of the complaint.
- (b) If the complaint alleges conduct of a criminal nature, a criminal investigation may be requested by the agency having primary jurisdiction. The parties may agree to have an outside agency conduct such investigation.
- (c) If the complaint alleges that the law enforcement officer committed a violation of policy or procedure, the officer's employing agency shall conduct an investigation and take appropriate action when necessary.

- (d) The appropriate district attorney or state's attorney shall be contacted for assistance when such assistance is required.

10. **CRITICAL INCIDENT/OFFICER INVOLVED SHOOTINGS:** In the event that a critical incident or officer involved shooting occurs while assisting another agency, the head of the law enforcement agency where the incident occurs shall choose which agency will conduct the investigation. In any case, the investigating agency will work closely with the involved officer's police department to ensure compliance with the involved officer's agency's policies and procedures. If the incident occurs in Wisconsin and involves an Illinois officer, Wisconsin law shall be followed as it relates to the deadly use of force by a police officer. If the incident occurs in Illinois and a Wisconsin officer is involved, Illinois law shall be followed as it relates to the deadly use of force by a police officer.

11. **TERMINATION AND MODIFICATION OF AGREEMENT:** This agreement may be terminated by any of the parties by giving the participating members 30 days' written notice of that party's intent to terminate the contract. The notice shall state the effective date of termination and shall be mailed to the participating members at least 30 days prior to the date of termination as follows. Requests for deletions, additions, or modifications to this agreement must be in writing and signed by an authorized representative of the respective agency. Written requests for termination or modifications should be forwarded to the following:

**To:** Chief of Police  
City of Beloit Police Department  
100 State Street  
Beloit, WI 53511

**To:** Sheriff of Rock County  
Rock County Sheriff's Office  
200 East USH 14  
Janesville, WI 53545

**To:** Winnebago County Sheriff  
Winnebago County Sheriff's Department  
Public Safety Building  
420 W. State Street  
Rockford, IL 61101

**To:** Chief of Police  
City of South Beloit Police Department  
519 Blackhawk Blvd.  
South Beloit, IL 61080

12. **REQUESTS FOR ASSISTANCE:** The following shall be the procedure for requesting emergency assistance, specialty unit responses, and large-scale operations:

- (a) **Requesting Emergency Assistance:** An agency supervisor, pursuant to the general orders/operating guidelines of the requesting agency, should authorize requests for emergency assistance. These requests should be forwarded to the appropriate dispatch center for immediate processing and supervisory approval, pursuant to the general orders/operating guidelines of the providing agency.

**Contact Information**

Winnebago County 911 Supervisor: 815-639-4670

TAC 1: 815-639-4671

TAC 2: 815-639-4672

TAC 3: 815-639-4673

TAC4: 815-639-4674 (Call Taker/Special Events)

General: 815-639-4741 - direct incoming (rings at all stations)

Rock County 911 Center: 608-757-2244

Beloit PD Shift Commander 24/7: 608-364-6811 (all specialty unit and personnel requests)

- (b) **Requesting Specialty Unit Response:** An agency supervisor, pursuant to the general orders/operating guidelines of the requesting agency, should authorize requests for specialty unit response. These requests should be made directly to the providing agency supervisor.

Specialty unit responses can include:

- Tactical Units / Special Response Teams
- K-9 Units
- Personnel / Special Events
- Evidence Technician / Crime Scene Units
- Explosive / Bomb Detection and Investigation Units
- Water Rescue & Recovery
- Bilingual Officers
- Command and/or Communications Posts

- (c) **Large Scale Operations:** Whenever time permits, requests for mutual assistance for large-scale incidents, operations, or events should be made in writing. These requests should be forwarded to the agency's Chief Executive Officer.

13. **REVIEW OF AGREEMENT:** Pursuant to section 175.46, Wis. Stats., this agreement shall be submitted to the Wisconsin Department of Justice for review and comment at least 30 days prior to the implementation of this agreement.

14. **CHOICE OF LAW AND VENUE:** This agreement shall be construed in accordance with Federal Law. The parties agree that any action relating to this agreement shall be brought in Federal Court in Illinois or Wisconsin and all parties submit to jurisdiction and venue in that Court.

15. **SEVERABILITY:** If any provision, covenant, agreement or portion of this agreement or its application to any person, entity or property 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.

16. **COUNTERPARTS:** This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

17. **INDEMNIFICATION AND HOLD HARMLESS:** Each party shall defend, indemnify and hold harmless and defend the other parties and their officials, officers, departments, agencies, committees, board members, representatives, employees, agents, contractors and attorneys (collectively, "indemnified parties") against any and all liability, loss, claims, demands, adverse administrative law violations, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses, of every kind and description, or damage to persons or property, arising out of or in connection with, or occurring during, the course of this agreement where such liability is founded upon or occurring out of, the acts or omissions of a party, its agents, assigns, or employees. Each party agrees to protect itself under this indemnity agreement with the insurance coverages set forth in this agreement. It is agreed by the parties that nothing in this agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of any party of any immunity, notice requirements, liability limitation or other protection available under any applicable statute or other law.

18. **INSURANCE:** Each party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, and worker's compensation.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.

***Signature Pages to Follow***



**CITY OF BELOIT**

By:

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Lori S. Curtis Luther, City Manager

Date

Attest:

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Lorena Rae Stottler, City Clerk-Treasurer

Date

APPROVED AS TO FORM

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Elizabeth A. Krueger, City Attorney  
Mutual Aid Agreement (FINAL) 20180523 (15-1165)

Date

**Dated:** \_\_\_\_\_

**WINNEBAGO COUNTY SHERIFF'S DEPARTMENT**

By \_\_\_\_\_  
Gary Caruana, Winnebago County Sheriff

**Dated:** \_\_\_\_\_

**CITY OF SOUTH BELOIT POLICE DEPARTMENT**

By \_\_\_\_\_  
Patrick Hoey, Police Chief

**CITY OF SOUTH BELOIT**

By \_\_\_\_\_  
Theodore Rehl, Mayor

## **Winnebago-Boone Integrity Task Force.pdf**

# Winnebago

## Boone



### **POLICY AND PROCEDURE**

#### **PURPOSE**

The purpose of this policy and procedure is to identify investigative resources available to the Winnebago-Boone Integrity Task Force (WBITF) when the Task Force has been activated in deadly force situations, in-custody deaths, felony complaints of on-duty officers, or any other incident approved by the Task Force Board. The Task Force is comprised to offer transparency and independence from those agencies who utilize the services of the Task Force.

#### **POLICY**

The policy and procedures shall be compliant with all aspects of the written inter-agency agreement. The results of any investigation conducted pursuant to this agreement should provide an unbiased view of the incident and lend credibility to final reports and conclusions. It is agreed that citizen complaints and other administrative investigations will not normally qualify as appropriate use of the task force as investigative functions of the task force will be criminal in nature.

#### **PROCEDURES**

##### **1.000-1**

##### **Definitions**

##### **1.000-101 Basic Terminology**

The following definitions apply to this policy:

- **DEADLY FORCE** – Any use of force incidents that will likely to cause death or great bodily harm to an individual or individuals involving law enforcement officers, either on or off duty.
- **IN-CUSTODY DEATHS** - The death of any person who is in the process of arrest, the death of any person who is en route to be incarcerated, or is incarcerated at the Winnebago or Boone County Jail.

- **FELONY** - Complaints against any law enforcement officers alleged to have been committed while on duty, which, by statute, are felony violations.
- **INSTRUMENT** – Any weapon, equipment, item or substance used as a weapon during the incident investigated.
- **OFFICER** - For the purposes of this protocol, an "officer" is defined as any police officer, deputy, reserve officer, auxiliary officer, part-time officer, or other law enforcement officer, employed by any local, county, or state law enforcement agency, who falls under the Task Force in Winnebago and Boone County.
- **GOOD STANDING** – An Officer is not facing disciplinary action that could result in his or her termination for misconduct or unfitness for duty, or does not have any past disciplinary action which would question the integrity of the officer. Any past or current good standing issue will be reviewed by the Task Force Board on an individual basis.
- **CIVILIAN** - For the purposes of this protocol, "civilian" is defined as the human being who is injured, or dies in custody or by an officer using deadly force.
- **TASK FORCE COMMANDER** - An Illinois State Police Officer (Master Sergeant or above) acting under the supervision of ISP Zone 2 Investigations Command, or her/his designee. The Task Force Commander is responsible for the operations of the Task Force and overall direction and supervision of the assigned work force, to include maintenance of case review and reporting.
- **TEAM MEMBER** – Any officer of a member agency that is appointed to the Task Force.
- **TASK FORCE INVESTIGATION TEAM** - A group of member agency investigators assigned to a single incident.
- **TASK FORCE SQUAD LEADER:** For the purposes of this protocol "Squad Leader" is defined as supervisory personnel from any of the member agencies who supervise the Task Force Investigation Team.
- **SUPERVISOR** – The requesting agency's officer in charge of the incident.
- **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).

## **1.000-2**

### **General Provisions**

#### **1.000-201 Members in Good Standing**

Any officer, who is not in good standing, may be denied appointment to the Task Force. Any appointed officer, who is no longer in good standing, may be released from his or her duties as a Task Force member. Decision to deny or release an appointment to the Task Force will be made at the Board level. Any officer with any sustained disciplinary issue may be denied as a Task Force Team Member. Any current Task Force Team Member with any sustained

disciplinary issue may be released or put on notice. Any officer whose conduct has been subject to disclosure to prosecuting authorities pursuant to *Brady* or *Giglio* issues shall be subject to Board review for denial or release from the Task Force. Any complaint against a WBITF member will be investigated by the member's agency. Chiefs or Sheriffs, or their designee, shall be responsible for removing or denying their officer's team status.

#### **1.000-202 Decision to Activate WBITF**

The Chief executive officer of an agency, or assigned designee, when notified that an officer has been involved in a deadly force situation, in-custody death or felony complaint while on-duty may decide to request activation of the WBITF comprised from the participating agencies in this agreement: Belvidere Police Department, Boone County Sheriff's Department, Cherry Valley Police Department, Illinois State Police, Loves Park Police Department, Rockford Park District Police Department, Rockford Police Department, Rock Valley College Police Department, Roscoe Police Department, South Beloit Police Department and the Winnebago County Sheriff's Department. Durand Police Department, Pecatonica Police Department, Rockton Police Department and Winnebago Police Department are also parties to this agreement but will not be contributing investigative staff.

#### **1.000-203 Notification of State's Attorney**

Upon any activation of the Task Force, the Task Force Commander shall notify the State's Attorney of jurisdiction.

#### **1.000-204 Approval of Task Force Response**

The approved request for assistance of responding task force members shall be determined by the Task Force Commander, or his/her designee, or by the predetermined call-out list. Once the Task Force arrives on the incident scene, no member of the Task Force will participate in an investigation if the member's agency was involved in the arrest of the civilian.

#### **1.000-205 Requesting Agencies Summary of Incident**

The requesting agency shall provide a current summary of the incident, the location of the incident and the reporting location for the Task Force Commander, the Squad Leader and/or 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.

#### **1.000-206 Responsibility of Requesting Agency**

It will be the responsibility of the requesting agency to designate one of their staff as liaison to the task force squad.

#### **1.000-207 Assigned Squad Leader's Choice of Investigators**

The individual Squad Leader assigned to the activation will choose the responding investigators from a pre-determined protocol.

#### **1.000-208 Responsibility to Open Lines of Communication**

The Task Force Commander/Squad Leader selected to lead the investigation will be responsible for opening lines of communication with the appropriate prosecutor (State or Federal) for the purpose of legal advisement, case review and decisions on prosecutions.

### **1.000-209 Responsible for Reports and Updates**

It will be the responsibility of the Task Force Commander or the 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 appropriate prosecutorial agency as well as the requesting agency at the conclusion of the investigation, unless circumstances dictate otherwise. The Task Force Commander or the Squad Leader will give the requesting agency frequent updates on the investigation.

### **1.000-210 Media Releases**

Media releases will be handled by the Task Force Commander, or his designee, after consultation with the appropriate prosecutorial agency. Matters relating to the Task Force investigation will be addressed by the Task Force Commander, or his designee; matters that are administrative and involve personnel of a member agency shall be handled by that agency's Sheriff or Chief of Police.

### **1.000-211 Training**

Member agencies shall ensure all team members 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. All Team Members will be required to participate in a minimum of 20 hours training each year. Pre-approved training sponsors include, Mobile Team In-Service Training, Illinois Association of Chiefs of Police, International Association of Chiefs of Police, CALEA, COPS, FBI, PERF, FEMA, ILEAS, U.S. Department of Justice, Illinois State Police, IDOC, ILETSB, Illinois Executive Institute, or any other Task Force Board approved sponsor. Copies of all documented training of a team member that relates to the investigative skills of the Task Force shall be kept on file by the Task Force Commander or his designee. It will be the member agencies' responsibility to send updated training records to the Task Force Commander by January 15<sup>th</sup> of each year.

## **1.000-3 Supervisors**

### **1.000-301 Command Structure**

Upon any activation of the Task Force, the Incident Commander and a Task Force Squad Leader shall be immediately dispatched to the scene. A supervisor, or designee, from the involved agency shall be present to assist the Task Force Investigators. The Task Force Commander, or the Task Force Squad Leader, is in overall charge of the use of deadly force investigation or other Task Force activation.

### **1.000-302 Task Force Commander Responsibilities**

The Task Force Commander shall take all steps necessary to ensure that the directives of this protocol are carried out, and promptly request that crime scene investigators respond to the scene.

### **1.000-303 Interviews by Squad Leaders**

Squad Leaders may receive information regarding the investigation from WBITF Investigation Team members, but Squad Leaders should not conduct interviews of the officer, civilian or witnesses, except in emergency circumstances, where it appears reasonably likely that the officer, civilian or witness is about to lose consciousness or die. The interviews of these individuals should ordinarily be performed by WBITF Investigation Team members.

### **1.000-304 Squad Leaders to Ensure Perimeter Security**

Squad Leaders shall ensure personnel are assigned to secure and protect the perimeter of the scene. Squad Leaders shall take steps to ensure that CSI investigators, and all other necessary personnel, have access to the scene to perform their duties. The Squad Leader shall designate a task force member to keep a crime scene log if the involved agency has not already started the log. The Squad Leader will make every attempt to have the involved agency in charge of the crime scene log to free up investigative personnel. 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 released. Squad Leaders should confer with WBITF Investigation Team members prior to making a decision to release the scene.

### **1.000-305 Squad Leaders to Ensure Scene Evidence Security**

Squad Leaders shall 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.

### **1.000-306 Dissemination of Information to Family Members of Injured/Deceased**

Task Force Commander may give the families of injured or deceased parties' information about the condition of the party to the same extent, and subject to the same limitations, as in any criminal investigation.

### **1.000-307 Photo Line-ups**

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 Team Member conducting a lineup must follow the suggested standard lineup procedures outlined in the Winnebago County States Attorney Memo (see Appendix A). Any Team Member conducting a lineup must use the "Winnebago-Boone Integrity Task Force Form" (see Appendix B).

## **1.000-4 Investigation Team**

### **1.000-401 Investigation Team**

The WBITF Investigation Team shall be composed of members from the Belvidere Police Department, Boone County Sheriff's Department, Cherry Valley Police Department, the Illinois State Police, the Loves Park Police Department, the Rockford Police Department, the Rockford Park District, Rock Valley College, the Roscoe Police Department, the South Beloit Police Department and the Winnebago County Sheriff's Office. All WBITF Investigators shall have current or former detective experience, or equivalent training. The selection of Task Force Investigators shall be made by supervisory or administrative personnel at each respective

agency. However, it is strongly recommended that supervisory personnel select members who have training and/or experience in investigations of homicide or other violent felonies.

**1.000-402 Witness Canvass**

WBITF investigation team will conduct a detailed witness canvass. Identify all witnesses and persons present who indicate that they did or did not witness anything.

**1.000-403 Number of Investigation Team Members to Respond**

The number of WBITF Investigation Team members who respond to a particular deadly use of force case will be determined by Squad Leader, depending upon the unique circumstances of each case. Under no circumstance shall an Investigation Team Member be employed by the same agency as the involved officer.

**1.000-404 Witness Interviews**

The WBITF Investigation Team members, at the discretion of the Team Leader, shall attempt to conduct tape or digitally recorded interviews of the civilian and witnesses as soon as is reasonably practicable. If the witness is an officer from the involved agency, the Task Force Investigation Team may require an interview of the officer to clarify facts from the officer's report of the incident. The Task Force interviewer shall attempt to tape or digitally record the officer's interview. If witnesses have left the scene then all efforts should be made to immediately locate and interview them. Whenever possible the interviews should occur at the police station or sheriff's office, rather than in the field. A witness should never be interviewed in the presence of another witness. Civilians and witnesses have the same right to refuse an interview, as would the victim and suspect in a criminal investigation. The involved agency may be responsible for any and all costs associated with transcribing recorded interviews.

**1.000-405 Crime Laboratory Testing**

The WBITF Investigation Team members shall request crime laboratory testing on various items of physical evidence collected in the case, as necessary, based upon the unique facts and circumstances of each individual case.

**1.000-406 Investigation**

The WBITF Investigation Team members shall perform all additional investigation necessary to obtain a complete understanding of the facts of the use of deadly force, in-custody deaths, or felony complaints based upon the unique facts and circumstances of each case.

**1.000-407 Rules of Law**

The WBITF Investigation Team members who take part in the use of deadly force criminal investigation, in-custody deaths, or felony complaints shall comply with the rules of law that apply in criminal proceedings, including constitutional, statutory and case law.

**1.000-408 Garrity**

No Team Member will give the Garrity Warning to any involved officer or officer present at the incident.

## **1.000-5**

### **Officer Involved Fatality Crash Investigations**

#### **1.000-501 Crash Investigation Team**

The WBITF may be activated whenever an officer is involved in a motor vehicle crash involving a fatality or anticipated fatality.

#### **1.000-502 Investigative Specialists**

In addition to the responding WBITF investigation team, a traffic crash reconstructionist will be dispatched. The reconstructionist may or may not be a member of the Task Force, but will not be a member of the involved agency.

#### **1.000-503 Traffic Crash Scene Responsibilities**

Duties of the WBITF will include, but are not limited to the following:

- Taking measurements and preparing a scale diagram.
- Collection of evidence and photography.
- Interviewing witnesses, drivers, and occupants of vehicles.
- Preparation and completion of reports
- Making arrangements for any testing that may be required on any vehicles.
- Arranging the removal of the vehicles to appropriate locations.
- Obtaining needed information for reviewing the crash with the Prosecutor.
- Any other duties necessary to complete the investigation.

## **1.000-6**

### **Crime Scene Investigators**

#### **1.000-601 Crime Scene Investigators (CSIs)**

Crime Scene Investigation (CSI) support in all Task Force cases shall be provided by the Illinois State Police. However, 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.

#### **1.000-602 Number of Crime Scene Investigators**

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. Any contact with ISP laboratories for specific processing done at the scene by forensic scientists will be determined and requested by the ISP CSSC.

#### **1.000-603 Collection of Evidence from Personnel by CSIs**

If not already surrendered, crime scene investigators shall take possession of the firearm discharged by the officer, and any other weapons possessed by the officer at the time of the deadly use of force. If any of the officer's clothing and/or equipment is deemed to have evidentiary value, then crime scene investigators shall collect the items, upon consultation with WBITF Investigation Team Members and Supervisors, once the officer has reached a police station or other appropriate location.

**1.000-604 Documentation of Personnel's Firearm by CSIs**

The CSIs shall document the condition of the officer's firearm or other instrument used by the officer in the incident. The CSIs shall also document the condition of any related components, including magazines or loose ammunition. The CSI shall also take all necessary photographs of the firearm, or instrument, and any related components to document their condition. The Squad Leader shall require an inspection of all officers' weapons that were present during the incident.

**1.000-605 Photographs of Personnel taken by CSIs**

The CSIs shall take photographs of the officer to include a full body photograph. The number of photographs to be taken shall be made in consultation with the WBITF Investigation Team members based upon the unique circumstances of each case.

**1.000-606 Collection of Evidence from Civilians by CSIs**

The CSIs shall take possession of any firearm or instrument used by the civilian, any other weapons possessed by the civilian, and any clothing or equipment of the civilian related to the incident, as soon as is reasonably practicable. This will be conducted after a consent has been signed, or a search warrant has been issued.

**1.000-607 Documentation of Civilian's Firearm or Instrument by CSIs**

If the civilian possessed a firearm or instrument, CSIs shall document the condition of the firearm or instrument. The CSIs shall also document the condition of any related components, including magazines or loose ammunition. The CSIs shall also take all necessary photographs of the firearm or instrument and related components to document their condition.

**1.000-608 Photographs of Civilian taken by CSIs**

The CSIs shall take photographs of any civilian(s) involved. The number of photographs to be taken, and a determination as to whether full body photographs are necessary, shall be made in consultation with the WBITF Investigation Supervisor or his designee, based upon the unique circumstances of each case. If the civilian dies, CSIs will ensure autopsy photographs are taken.

**1.000-609 Bagging of Civilians Hands**

If there is evidence that the civilian may have discharged a firearm, and the person's hands have not already been bagged, then the person's hands should be bagged by the CSIs. If the hands of the civilian are bagged, then the hands shall later be processed by the CSIs. In any case where the person's hands are bagged and processed the Task Force Investigation Team members shall subsequently request that forensic testing be performed. In the event the civilian is deceased and the hands have not been bagged the CSIs will bag the hands under the direction of the coroner, or his or her designee.

**1.000-610 Shell Casings, Spent Projectiles, and Other Evidence**

Crime Scene investigators shall photograph, document and collect any spent shell casings, spent projectiles, and other evidence.

**1.000-611 Video and Photographs**

Unless emergency circumstances require otherwise, all photograph and video taken in the case are to be taken by crime scene investigators. Emergency circumstances would include weather concerns which arise prior to the arrival of the CSIs, safety concerns which arise prior to the arrival of the CSIs, or situations where the officer or other law enforcement officers take

emergency photographs. All photographs and video taken shall be promptly forwarded to the Illinois State Police Crime Scene Investigator. No Task Force Team member shall photograph or video any evidence, persons on scene, investigative personnel, or any portion of the incident scene for personal reasons or unauthorized posting to the media, social media, or any other venue not authorized by the Task Force Commander.

**1.000-612 Availability of Video and Photographs**

The photographs and video taken by crime scene investigators shall be made available to the task force team. The CSIs shall give task force investigators images taken from the scene.

**1.000-613 Measurements**

The crime scene investigators shall collect measurements and other information to enable them to later prepare a detailed diagram of the crime scene.

**1.000-614 Additional Forensic Investigation**

The crime scene investigator shall perform additional forensic investigation work, as necessary, to fully document the primary scene, any secondary scenes, and any persons associated with those scenes, after consultation with the Task Force Investigation Team members, and based upon the unique facts and circumstances of each case.

**1.000-615 Retention of Evidence**

The Illinois State Police Zone 2 will retain custody of all evidence related to the incident for a minimum of 2 years. Some evidence, due to its size or nature, may be stored at a local agency not directly controlled by the State Police. The chief, sheriff, or designee of the agency involved may request, in writing, a longer retention period by the Illinois State Police.

# APPENDIX A

## SUGGESTED STANDARD LINEUP PROCEDURES

PRIOR TO CONDUCTING A LINEUP THE FOLLOWING ADVISEMENT SHOULD BE GIVEN TO ALL WITNESSES VIEWING A LINEUP PURSUANT TO P.A. 93-605, eff. 11/19/2003 725ilcs 5/Art. 107A heading

1. Each eyewitness who views a lineup or photo spread shall sign a form containing the following information:
  - a. The suspect might not be in the lineup or photo spread and the eyewitness is not obligated to make an identification.
  - b. The eyewitness should not assume that the person administering the lineup or photo spread knows which person is the suspect in the case.
2. Suspects in a lineup or photo spread should not appear to be substantially different from "fillers" or "distracters" in the lineup or photo spread based on the eyewitness' previous description of the perpetrator, or based on other factors that would draw attention to the suspect. (P.A. 93-605, eff. 11-19-03 725ILCS5/Art. 107A heading) See Winnebago-Boone Integrity Task Force Line-Up Form.

SUGGESTED STANDARD LINEUP PROCEDURES

1. No lineup should proceed without police first discussing it with the prosecutor
2. Lineups should be conducted as soon as possible after arrest, before if possible
3. Suspects can only be compelled to exhibit physical characteristics, nothing that might have testimonial significance
4. The names of everyone at the lineup should be recorded
5. Police should never even suggest to a witness that the suspect is even in the lineup, and suspects should never be presented in handcuffs or prisoner clothing
6. Witnesses should not be allowed to view photographs before the live lineup
7. Witnesses should be required to give a description of the perpetrator before the lineup, and this should be compared with any lineup identification
8. All persons in the lineup should be of the same general weight, height, age, and race, and all should be dressed similarly
9. Suspects should be instructed to not act in any way that singles out the suspect
10. Each person in the lineup should speak the exact same words and do the exact same gesture as any one person in the lineup is requested to do
11. Lineup procedures should be color photographed, or videotaped preferably
12. If more than one witness views a lineup, they should do so separately and not have any opportunity to converse with one another
13. Police should not engage in any unnecessary conversation with witnesses
14. Unnecessary personnel should be nowhere near the lineup
15. Each witness should indicate their identification, if any, on a standard form and sign photographs with their name and date on the back of the photograph.
16. Use of a one-way mirror should be avoided unless there are compelling reasons
17. The police officer in charge should file a complete report of all proceedings
18. Attorneys should not be allowed in police interviews with any witness after a lineup
19. Police are obligated to report any irregularities that they themselves might see
20. All lineups shall be photographed or otherwise recorded. These photographs shall be disclosed to the accused and his or her defense counsel during discovery proceedings as provided in Illinois Supreme Court Rules.
21. All photographs of suspects shown to an eyewitness during the photo spread shall be disclosed to the accused and his or her defense counsel during discovery proceedings as provided in Illinois Supreme Court Rules.
22. Attorneys should be allowed to consult with their clients before the lineup, and be present from the beginning of the lineup through every step, especially the moment if and when identification is made if the right to counsel has attached.

# APPENDIX B

## WINNEBAGO-BOONE INTEGRITY TASK FORCE PHOTO LINEUP FORM

# Winnebago-Boone Integrity Task Force Photo Line-Up Form

## LINE-UP/PHOTO SPREAD SHEET

You are about to view a line-up of individuals or photographs of individuals. Before you view the line-up, however, you must read and understand the following statement:

1. The suspect might not be in the line-up or photo spread and thus you are not obligated to make an identification.
2. You should not assume that the person administering the line-up or photo spread knows which person is the suspect in the case.

If you have read and understood these two (2) statements, date and sign below.

\_\_\_\_\_  
Signature of person viewing line-up or photo spread

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Badge #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Badge #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time