

EXHIBIT A

RESOLUTION NO. 06-08

A RESOLUTION AUTHORIZING EXECUTION ON BEHALF OF THE VILLAGE OF East Dundee OF THE KANE COUNTY AREA POLICE EMERGENCY PLAN

WHEREAS, it is deemed advisable and necessary for the Village of E. Dundee, Kane County, Illinois, to participate in the Kane County Area Police Emergency Aid Plan; and

WHEREAS, The Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act authorize any unit of local government to exercise, combine, transfer and enjoy jointly any power or powers, privileges, functions or authority they exercise or may exercise not specifically and expressly prohibited by law; and

WHEREAS, The Kane County Area Police Emergency Aid Plan is the enabling document for the Kane County Major Crimes Task Force and the Kane County Crash Analysis Reconstruction Team; and

WHEREAS, The President and Board of Trustees of the Village of E. Dundee find it to be in the best interests of the Village to enter into the attached Kane County Area Police Emergency Aid Plan agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of E. Dundee Kane County, Illinois, as follows:

SECTION 1: The agreement attached hereto as the Kane County Area Police Emergency Aid Plan is hereby approved.

SECTION 2: The Chief of Police is hereby authorized to execute this Agreement on behalf of the Village of E. Dundee

Motion was made by Trustee Carlini, seconded by Trustee Lynam, that the Resolution be adopted.

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of E. Dundee, Kane County, Illinois, at a regular meeting thereof held on the 4th day of Feb, 2008 pursuant to roll call vote as follows:

AYES: Ruffalo, Carlini, Lynam, Cichowski, Mahony, Pres. O'Leary

NAYS: _____

ABSENT: Gorman

APPROVED by me this 4th day of Feb, 2008.

Daniel O'Leary
Village President



[Signature]
Village Clerk

**KANE COUNTY AREA POLICE
EMERGENCY AID PLAN**

Whereas, it is the desire of the participating agencies signatory hereto to adopt an Emergency Aid Plan (Hereinafter "Plan" or "Agreement") to provide in advance of such needs, whether they be natural or man-made, a simple yet total, flexible, uniform plan by which any agency in the County can call on another or others for aid in emergencies, including the initial investigations of serious crimes and traffic crash investigations.

Now therefore, in consideration of the terms set forth herein and mutual covenants and obligations of the parties, the undersigned agree as follows:

1. The parties eligible to join in this Agreement include the County of Kane and such cities and villages located partially or completely within the County of Kane.
2. The parties participating in this Agreement do so 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.)

I. REQUIREMENTS OF THE PLAN

A. The Plan should be designed:

1. So that it can be implemented during an emergency without adding unnecessary additional duty or stress to the commanding officers of the department wherein the need exists, and
2. So that it can be readily understood by all without need for lengthy, and therefore time-wasting, discussion at the time of need, and
3. So that the Plan can easily be memorized and will not require either the department requesting the aid or the department responding to search out a copy of the Plan in their files before implementing it.

B. The Plan must be flexible so that it will meet the needs of whatever incident may befall us. Flexibility is particularly important due to the range of sizes of the agencies involved and the size and geography of the County.

C. The Plan must also be uniform whenever possible so that both the department requesting assistance and the agency responding know what is expected of them in the emergency situation.

D. The Plan should be adopted by the various governing bodies of the police agencies involved through passage of a resolution or ordinance similar to the attached as Appendix A, hereto.

II. Definitions

"AID" represents both the tentative commitment and the actual commitment of work resources including personnel and equipment.

"CALLING AGENCY" will be the particular organization that experiences the original emergency problem and which confirms that it is beyond the immediate resources of the operation to handle completely.

"COMMITTEE" ("Kane County Area Police Emergency Aid Committee") consists of those individuals selected by the entities participating in this agreement to perform such functions and responsibilities as set forth herein.

"EMERGENCY" will encompass those sudden occurrences demanding quick action by the responsible public in order to prevent or reduce the threat to public safety. It will also include those events or unusual occurrences where some advance warning is received, but the event will overwhelm the total resources available to the responsible agency. It will also include the initial investigative stage of serious crimes.

"PARTICIPATING AGENCY" is each agency which has agreed in writing to participate in this mutual assistance plan with the endorsement of the elected officials for the local government unit

being represented pursuant to the provisions set forth herein. Each participating agency is entitled to reciprocal services under the terms set forth in the plan.

"RESPONDING AGENCY" is an agency which responds to a call-out pursuant to this Agreement.

"SERIOUS CRIMES" include homicide, rape, and any other crime of a magnitude constituting an immediate threat to the community.

"SPECIAL INVESTIGATIONS TASK FORCE" is a task force made up of Kane County law enforcement officers and officials called under this Plan to assist in the investigation of serious crimes.

"KANE COUNTY CRASH RECONSTRUCTION TEAM" is a task force made up of Kane County law enforcement officials and officers under this Plan to assist with serious traffic crash investigations.

III. KANE COUNTY AREA POLICE EMERGENCY AID PLAN

A. GENERAL EMERGENCY CALL OUT GUIDELINES

1. Each head of the various participating agencies should see that a copy of the Plan is distributed to their agency.
2. When the need for implementation arises, the department head or an authorized listed designee should call, by whatever means deemed appropriate, to any other participating agency or agencies, and direct a request for aid to that agency's department head, or authorized designee if the department head is unavailable.
3. It shall be the responsibility of the calling agency to inform the responding agency or agencies what is needed by way of manpower, equipment, or specialized technical services to meet the situation.
4. For clarification of the Plan:
 - a. A request for manpower will be construed to mean authorized police officer(s) in uniform unless otherwise stated, armed with normal duty side arms. Personally owned weapons such as carbines, rifles, shotguns, etc., should not be brought to the scene. If there is need for additional shotguns, ammunition, or tear gas equipment, that request should be directed by the calling agency to the responding agency and any special arrangements necessary should be resolved between the agencies at that time.
 - b. A request for vehicles will normally involve only marked patrol cars. If unmarked squad cars, prisoner transport vans, or other specialized equipment is needed, the caller should state exactly what is needed and determine its availability from the responding agency.
6. The department activating the Plan shall release unneeded units as quickly as possible when the situation is under control with instructions to report back to their home department.
7. The department activating the Plan shall notify all the responding departments when the situation is under control, and that they have again assumed total responsibility so that all other departments can return to normal operation and know that the emergency no longer exists.
8. Nothing in this Plan is to be construed as meaning that any department, when requested to aid another, shall reduce the available personnel of their own department to a level below that required to provide acceptable minimum police protection to their own city or county.

Requests for emergency aid should be based on needs of the calling agency and existing availability in the agency requested to respond. Common sense and logic of course must prevail in such decisions. Any agency participating in this Agreement retains the right to

- elect not to respond to a call-out. A responding agency shall be entitled to withdraw its assigned work resources after first giving verbal or written notice to the calling agency.
12. Officers responding to an emergency situation shall be under the command of the chief law enforcement officer of the calling agency and/or his command officers and shall be expected to obey all lawful orders and instructions issued by that command officer. The calling agency shall be responsible for all assignments during the activation of this Plan, provided, however, that nothing in this Section shall require an officer to violate any of his or her own agency's rules, regulations, or policies. Discipline of officers employed by a responding agency shall remain the responsibility of that agency.
 13. The calling agency will also be responsible for determining and arranging the necessary logistical and communications services that should be utilized during the emergency.
 14. The calling agency will start and maintain an operating history of the emergency event factors in whatever immediate form is most practical to that agency. As soon as possible after the event has been resolved and responding forces returned to normal duties, the calling agency will provide a reasonably detailed written report to each agency participating in the emergency and shall forward a copy to the Committee.
 15. The calling agency will also have the primary responsibility for providing information to the public and the media regarding the progress of the emergency.
 16. The calling agency shall also be responsible for the planning and arranging that will be necessary for those situations which will extend for more than a period of four hours so that proper relief is achieved and operating modifications can be accomplished.

B. KANE COUNTY MAJOR CRIMES TASK FORCE GUIDELINES

1. PURPOSE

The participating agencies hereto recognize the benefit of sharing resources during the initial investigative stage of serious crimes, particularly homicide, rape, and others of a magnitude constituting an immediate threat to the community.

This cooperative effort will benefit all Kane County communities, especially those which may not be sufficiently staffed or equipped to deal with investigations of such magnitude and where time is an extremely crucial factor. The primary goal of the Task Force will be to identify and apprehend offenders in an efficient and expedient manner. When activated, the Task Force will convene for an initial period of up to five (5) days. If the primary goal as determined by the calling agency is not achieved, the Task Force will present a strategic investigations plan for the calling agency to continue on with.

To the extent that the guidelines set forth in this Section contradict or differ from the general guidelines set forth in Section A above, the provisions of this Section shall apply to a Special Investigative Task Force.

2. OPERATIONAL OVERSIGHT OF TASK FORCE

The calling agency shall have operational control over the Task Force while assigned for duty. This shall include, but not be limited to direction, evaluation, and mission goal. No news releases shall be made by members of the Task Force unless specifically authorized to do so by the Chief of the calling agency.

3. MEMBERSHIP OF TASK FORCE

The Task Force will be comprised of experienced police investigators and evidence technicians and other specialized resources as needed. When practical or necessary, an Assistant State's Attorney and/or federal agent(s) shall be requested. All members of the Task Force must be willing and able to function as a team member and respond in a positive manner to the direction given them.

4. CALL-OUT PROCEDURE

Any agency requesting the Task Force will contact the chairperson of the Committee, or his or her designee, explain the nature of the problem and request that the Task Force be

initiated and what personnel or resources are needed. The Chairperson, or his or her designee, shall then begin contacting participating agencies until the resources have been acquired or the list has been exhausted. The chairperson, or his or her designee, shall then notify the calling agency that the Task Force has been activated formed and will respond to the designated location as requested.

5. REQUESTING AGENCY RESPONSIBILITIES

The head of the calling agency shall provide a base of operation for the Task Force to work from.

C. KANE COUNTY CRASH ANALYSIS RECONSTRUCTION TEAM

1. PURPOSE

The mission of the Kane County Crash Analysis Reconstruction Team is to assist a member agency, at the request of that agency, who is involved in a fatal/serious injury traffic crash investigation by providing trained certified accident reconstructionists who are fully equipped.

The following are the types of cases that may require K-CART to be activated:

- Fatal traffic crash.
- Serious injury crash.
- Any traffic crash involving a publicly owned vehicle of a member agency resulting in serious injury or fatality.
- By special request of a Chief of a member agency or the Kane County States Attorney's Office.
- To diagram a major crime scene.

2. OPERATIONAL OVERSIGHT

- Complete the reconstruction of the scene.
- Complete evidence collection to include photos, videos, diagrams, and vehicle inspections.
- Deliver reports to the originating agency upon completion and make reports available to the Kane County States Attorney's Office.

3. CALL-OUT PROCEDURE

The originating agency Chief or designee may request activation by contacting the Kane County Sheriff's Office. The Communications Division will immediately contact the K-CART Commander. The Commander of K-CART will then activate the appropriate team to respond.

4. REQUESTING AGENCY RESPONSIBILITIES

The originating agency Chief or designee may request activation.

D. MISCELLANEOUS PROVISIONS

The provisions of this Subsection are applicable to all aspects of this Plan.

1. EFFECTIVE DATE

This Agreement shall be effective upon binding resolution of the Kane County Board and the city/village of EAST DUNDEE and upon signature by the Sheriff of Kane County and the Chief of Police of EAST DUNDEE. Law enforcement entities of other eligible municipalities may become party to this Agreement upon signature hereto by the participating agency's Chief or agency head after having obtained authority to participate by an appropriate resolution of the municipality in question. Said resolution shall be substantially in the form attached hereto as Exhibit "A".

This Plan may be executed in duplicate originals, each of which will constitute and be deemed as one and the same document.

A law enforcement agency will not be considered to be a participating agency until such time as that agency has forwarded a signed copy of this Agreement accompanied by the resolution authorizing such participation to the Committee by certified mail, as provided herein. The Committee shall be responsible for notifying all other participating agencies of new membership as soon as practicable.

2. TERMINATION

Any participating agency may withdraw from this Agreement at any time at its option by resolution passed by its Board or Council. Copies of such resolution withdrawing from the Agreement shall be filed with the Committee within five (5) calendar days of passage. The Committee shall be responsible for notifying all other participating agencies of the withdrawal as soon as practicable.

3. CLAIMS

Each responding agency shall be responsible for the actions of its employees in the course of their participation in this Plan to the extent and as provided by law.

Each party hereto agrees to hold harmless and waive all claims against any other party to this Agreement for any loss, damage, personal injury, death, or other wrongdoing allegedly occurring in consequence of the performance of this Plan; provided, however, that such claim is not a result of gross negligence or willful or wanton misconduct by a party hereto.

4. COMPENSATION - OTHER RESOURCE COSTS

Personnel supplied to the Task Force shall be compensated by their respective agencies while assigned Task Force duties. Should resources other than personnel be needed, the Chief of the calling agency shall determine that need and work out financial responsibility with the participating agency supplying the resource. Incidental costs of an investigation, such as minor office supplies, shall be provided by the calling agency.

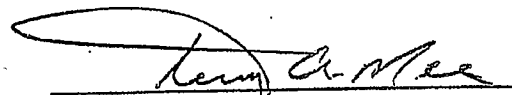
5. SEVERANCE

The invalidity of any provision of this Plan shall not render invalid any other provision. If, for any reason, any provision of this Plan is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Plan may be enforced with that provision severed or modified by court order.

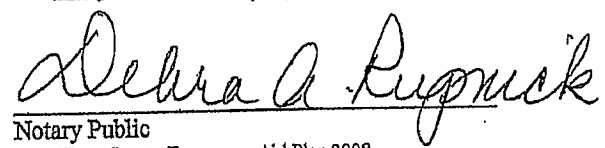
6. NOTICES

Notices required to be given pursuant to this Agreement shall be sent to the Committee in care of the Chairman of the Committee. Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or certified mail, return receipt requested.

Dated: 12/31/07


Chief of Police

Subscribed and sworn to before me
this 31 day of December, 2007.


Notary Public
WF/Kane County Emergency Aid Plan 2008

