

RESOLUTION

WHEREAS, the Village of Volo currently contracts with the Lake County Sheriff's Office for 8.5 hours of patrol service within the Village from 6:30 AM - 3:00 PM; and

WHEREAS, the village has requested that the Sheriff provide additional, exclusive police patrol in Volo 8.5 hours per day, from 2:30 PM – 11 PM, requiring 1 (one) additional Full-Time Equivalent (FTE), 365 days per year; and

WHEREAS, the parties have an Intergovernmental Agreement for Contract Police Services By and Among the Village of Volo, the County of Lake and the Lake County Sheriff, a copy of which is attached hereto and made part hereof; and

WHEREAS, the County and the Village are proposing that the new rate for the patrol service will be \$386,400 per calendar year, or \$32,200 per month with an additional \$25,000 premium for the purchase of an additional squad car, as stated in the Intergovernmental Agreement; and

WHEREAS, this rate is subject to change again on January 1, 2008, to a 4% increase, as stated in the original Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by this County Board of Lake County, Illinois, that the Chair of the Board and the Sheriff are hereby authorized to execute the addendum Intergovernmental Agreement for Contract Police Services with the Village of Volo to provide this additional contract police service effective October 1, 2007; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to forward a certified copy of this Resolution to the Village of Volo and the Lake County Sheriff.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 11th day of September, A.D., 2007.

**AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT
FOR CONTRACT POLICE SERVICES BY AND AMONG THE
VILLAGE OF VOLO
THE COUNTY OF LAKE, AND THE LAKE COUNTY SHERIFF**

THIS AMENDED AGREEMENT made and entered into by and between the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY", the Sheriff of Lake County, Illinois, a county officer having their duties, powers and functions as provided by law and county ordinance, hereinafter referred to as the "SHERIFF" and the Village of Volo, Illinois, a municipal corporation within the boundaries of the County of Lake, Illinois, hereinafter collectively referred to as the "VILLAGE".

WHEREAS, the COUNTY and the VILLAGE are each authorized by the terms and provision of 5 ILCS 220/5 to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly; and

WHEREAS, the COUNTY, VILLAGE and SHERIFF previously entered into an agreement date February 17, 2006 for the provision of police services within the VILLAGE, wherein one (1) deputy and one (1) squad car are provided to the Village 365 days per year; and

WHEREAS, the VILLAGE has determined that there presently exists a need for additional police services in the VILLAGE; and

WHEREAS, the SHERIFF is willing to provide said additional police services for a fee;
and

WHEREAS, the VILLAGE is desirous of contracting with the COUNTY and the SHERIFF to obtain additional police services in and for the VILLAGE.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree and covenant as follows:

1. The SHERIFF and COUNTY shall:
 - A. Provide one (1) additional deputy and one (1) additional squad car to provide police services exclusively within the limits of the VILLAGE for 8.5 hours per day, 365 days per year, during the term of this Agreement. The hours of operation for the additional service shall be from 2:30 p.m. to 11:00 p.m. Police services include routine patrols, enforcement of state statutes, COUNTY and VILLAGE ordinances, and attendance upon nuisance complaints, but do not include calls concerning animals unless the Sheriff's deputy on duty believes that an animal poses a danger to the public health or safety such as a rabid animal;
 - B. The new annual fee to the Village of \$386,400 will be billed monthly in equal installments of \$32,200, effective October 1, 2007.
2. The VILLAGE shall:
 - A. Pay to the COUNTY an annual fee of \$386,400 in equal monthly installment of \$32,200 payable on the fifteenth (15th) day of each month. Pursuant to the terms of the original agreement, a rate increase of four percent (4%) will take place on January 1, 2008 of this agreement;
 - B. The VILLAGE shall be responsible for a twenty-five thousand dollar (\$25,000.00) payment to the County for the cost of obtaining an additional patrol vehicle and its required equipment.

The foregoing constitutes the entire Amendment to the Agreement to the parties. All other terms and conditions of the original agreement shall apply through the expiration of the current agreement on November 30, 2008.

DATED THIS _____ day of _____, A.D., 2007.

COUNTY OF LAKE

By: _____
Suzi Schmidt, County Board Chair

Mark Curran, Sheriff of Lake County

ATTEST: _____
Willard Helander, County Clerk

DATED THIS _____ day of _____, A.D., 2007.

VILLAGE OF VOLO

By: _____
Burnell Russell, Village President

ATTEST: _____
Village Clerk