## RESOLUTION # 2023-23 A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH BOONE COUNTY FOR THE PROVISION OF A COMMUNITY LAW ENFORCEMENT OFFICER PURSUANT TO THE COSSAP GRANT

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

- 1) The amendment to the 2021 Intergovernmental Agreement For a Community Law Enforcement Officer between the City of Belvidere, Boone County, and the Boone County Health Department, as set forth in the attached Exhibit A, is approved.
- 2) The Mayor is authorized to execute, and the Clerk to attest, the amendment to the 2021 Intergovernmental Agreement For a Community Law Enforcement Officer between the City of Belvidere, Boone County, and the Boone County Health Department as set forth in the attached Exhibit A.

Approved:

Mayor

Attest:

Ayes:

Snow, Albertini, Fleury, Frank, Gramkowski, McGee, and Mulhall.

Nays:

Brereton and Freeman.

Absent:

Porter.

Approved:

October 5, 2023

## AMENDED INTERGOVERNMENTAL AGREEMENT FOR A COMMUNITY LAW ENFORCEMENT OFFICER BETWEEN THE COUNTY OF BOONE, THE CITY OF BELVIDERE AND THE BOONE COUNTY HEALTH DEPARTMENT

Whereas, the County of Boone (the County), and the City of Belvidere (the City) and the Boone County Health Department (the Department), entered into an intergovernmental agreement on or about March 10, 2021 to implement a Comprehensive Opioid, Stimulant and Substance Abuse Program (the COSSAP Program) (the Agreement); and

WHEREAS, the Agreement provided for the provision of a City of Belvidere police officer to be assigned to the COSSAP Program to facilitate referrals to the COSSAP Program from law enforcement and to further facilitate interaction with potential clients; and

WHEREAS, the Agreement provided for partial funding reimbursement to the City for the cost of the police officer assigned; and

WHEREAS, the parties to the Agreement wish to amend the Agreement to provide for further funding of the police officer assigned to the COSSAP Program as well as supervision of that officer.

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

- 1) The foregoing recitals are incorporated herein by this reference.
- 2) Section 5 of the Agreement is amended to read as follows:
  - Compensation:

A. The Department shall pay the City from funding available to the Behavioral Health Task Force an annual sum equal to the full salary plus full benefits of The Officer, including but not limited to, health and dental insurance, pension, and uniform allowance. The City shall provide a breakdown of such costs to the Department on or about May 1 of each calendar year. Payment shall be made by the Department in equal monthly installments, on the 15<sup>th</sup> of each month. In the event, a new patrol officer is assigned to the COSSAP Program as The Officer, the City will notify the Department of the new salary plus benefits and the Department shall begin compensating the City for the new amount commencing the subsequent 15<sup>th</sup> of the month.

B. The Officer may be assigned to work overtime if allowed under the terms of the COSSAP Grant (currently up to 20 hours per year) and subject to the approval of The supervising Deputy Chief of Police (The DC). The Department will reimburse the City for 100% of the cost of such overtime assignment with the next subsequent payment date a set forth above.

C. The Officer will be supervised by The DC. The Department shall pay the City an annual sum equal to the 12.5% of the full salary plus full benefits of The DC, including but not

limited to, health and dental insurance, pension, and uniform allowance. The City shall provide a breakdown of such costs to the Department on or about May 1 of each calendar year. Payment shall be made by the Department in equal monthly installments, on the 15<sup>th</sup> of each month.

D. The Department shall have no obligation to pay the City for the service of The Officer or The DC when no Officer is assigned to the position and the compensation shall be prorated as such.

3) The remainder of the Agreement shall remain unchanged and is not affected by this Amendment.

IN WHITNESS WEREOF, the undesigned duly authorized representatives of the City and County have caused this Agreement to be executed.

CITY OF BELVIDERE	COUNTY OF BOONE
By: Mayor	By:Chair
Date:	Date:
Attest:	Attest:
By: BOONE COUNTY HEALTH DEPARTMENT	Ву:
By: Administrator  Date:	
Attest:	
Ву:	