

## Urbana Police Department Memorandum

**To:** Mayor Prussing, City Council Members

**From:** Chief Patrick J. Connolly

**Re:** Justice Assistance Grant Program

**Date:** July 8, 2013

---

This resolution authorizes the Mayor to sign an intergovernmental agreement pertaining to the Edward Byrne Memorial Justice Assistance Grant (JAG). The Champaign Police Department is the lead agency for this multi-jurisdictional grant that we first obtained in 2005. Similar resolutions authorizing the Mayor to sign the intergovernmental agreements were previously approved in 2005, 2006, 2007, 2010, 2011 and 2012. There is no cost share or other financial obligation to the City of Urbana. The total amount of the grant is \$74,842.00, which is divided among the participating agencies by the formula specified in the grant. The Urbana Police Department's portion for this year's grant is \$13,602.00, and will be used in the following manner:

### Duty Ammunition

Over the course of the last decade, prices of ammunition across the nation have continued to rise. Demand has played a major role in this, including international demand, military/war demand, private citizen demand, as well as the demand of police departments. And, while the City budget has tried to keep pace, it simply has not been able to do so. Specifically, the police department's ammunition budget has not seen an increase since the FY 2009-10.

Each year, we purchase ammunition for practice, both handguns and rifle. This accounts for the majority of our costs. Additionally, we try to purchase new duty ammunition from this same pool of funds every few years. The last round of duty handgun ammunition was purchased with the issuance of our new fleet of Glock handguns in December of 2010. It has been longer than that for our officers who carry rifles. We would like to use JAG funds to replace duty rounds in both our handgun fleet as well as our rifle fleet.

With a department size of 55 sworn officers and a roughly split handgun fleet of Glock .40s and .45s, range staff recommends 2,000 rounds of each caliber. This would allow for natural ebb and flow between the two calibers with extra available. At current prices, duty handgun rounds, whether they be Federal HST or Winchester Ranger T-Series, are averaging about \$500 per one thousand rounds. Since our total request is 4,000 rounds, \$2,000 of JAG funds are being requested to replace UPD duty handgun rounds.

UPD's rifle program currently has about 20 participants, although this number can vary with officers choosing to participate in or resigning from the program; it is voluntary. Currently, UPD issues up to 90

rounds per officer. As a result, about 2,000 rounds would be needed to replace the current stock of duty rifle rounds. Similar to the duty handgun ammunition, whether we use Federal XM193 or Winchester Q3131, the cost is about \$500 per 1,000 rounds. So, \$1,000 of JAG funds are being requested to replace UPD duty rifle rounds.

### Less Lethal Rounds

UPD is currently using the Lightfield Super Star as its less lethal round for shotgun deployment. Our current supply of these is woefully low (approximately 15 total, beyond what is in the actual shotguns deployed in the supervisors' cars), and JAG funds provide an excellent opportunity to train our officers, as well as increase our supply of these rounds. While bird shot can be used for shotgun manipulation and general training, officers should be allowed an opportunity to fire a few of these Super Star rounds during the course of their training.

As such, I am requesting \$1,000 dollars of JAG funds be set aside for the purchase of these less lethal rounds. In doing so, we would be able to purchase about 260 rounds (\$19/box of 5). That would allow for a training opportunity with each officer getting to fire a few (approximately 3 rounds) and would still leave our agency with about 100 rounds in reserve, a number much more reasonable than we currently possess.

### Summary of Ammunition Costs

The above paragraphs attempt to explain the need for the ammunition requested. To summarize the costs, please see immediately below:

Handgun duty ammunition =	\$2,000
Rifle duty ammunition =	\$1,000
<u>Less lethal rounds =</u>	<u>\$1,000</u>
Total =	\$4,000

### Remaining Amount of Grant Funds

The remaining amount will be used to purchase additional ammunition for practicing on the range, which is the backbone of any firearms program, and/or the purchase of a new speed trailer.

RESOLUTION NO. 2013-07-030R

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHAMPAIGN, THE COUNTY OF CHAMPAIGN, AND THE VILLAGE OF RANTOUL CONCERNING THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

(2013)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

An Intergovernmental Agreement between the Cities of Champaign and Urbana, the County of Champaign, and the Village of Rantoul for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

**INTERGOVERNMENTAL AGREEMENT  
JAG PROGRAM**

**(City of Champaign, City of Urbana, Champaign County, Village of Rantoul)**

THIS AGREEMENT is made and entered by and among the City of Champaign, an Illinois Municipal Corporation ("Champaign"), the City of Urbana, an Illinois Municipal Corporation ("Urbana"), Champaign County, an Illinois Unit of Local Government ("County"), and the Village of Rantoul, an Illinois Municipal Corporation ("Rantoul") effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, The Edward Byrne Memorial Justice Assistance Grant Program (JAG) is a partnership among federal, state, and local governments to create safer communities by improving the functioning of the criminal justice system; and

WHEREAS, Champaign, Urbana, the County and Rantoul desire to apply for JAG funds to fund individual projects in the City of Champaign, City of Urbana, Champaign County and Village of Rantoul.

NOW, THEREFORE, the parties agree as follows:

**Section 1. The Funds.** The parties acknowledge, as of the date of this Agreement, the total anticipated grant available to all agencies is SEVENTY-FOUR THOUSAND EIGHT HUNDRED FORTY-TWO DOLLARS (\$74,842.00).

**Section 2. Grant Disposition.** Proceeds from the grant shall be distributed to Champaign, Urbana, County and Rantoul for funding individual local projects fitting into the JAG guidelines, in the amounts set forth in Exhibit A. Urbana, County and Rantoul shall notify Champaign prior to expenditure of any funds indicating the purpose of the expenditure. If the purpose is not, or may not be, within the JAG program guidelines, the parties shall discuss the purchase and no purchase shall be made until the parties have resolved the issue.

**Section 3. Lead Agency.** The City of Champaign is hereby designated the Lead Agency for this Agreement. Responsibilities shall include leading the application process for the JAG funds, accepting any and all funds awarded through the JAG program, establishing a trust fund in which to deposit the funds received through the JAG program, distributing funds to Urbana, County and Rantoul and preparing required reports.

**Section 4. Representative; Information Requirements.** Each participant shall designate one representative to fulfill the requirements of this Agreement. The representative shall exercise due diligence in providing any and all information necessary or convenient for the performance of the duties required by Champaign in Section 3 above, including submitting the JAG application and preparation of performance measures and program assessment data.

**Section 5. Fund Restriction.** The parties agree that no funds will be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety, and that the funds will not supplant existing budgeted funds.

**Section 6. Liability.** Nothing in the performance of this Agreement shall impose any liability for claims against any party other than claims for which liability may be imposed by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this Agreement.

**Section 7. Amendments.** Amendments to this Agreement shall be made in writing and signed by all parties. In the event the amount of funds received is different from the amount set forth in Section 1, the parties shall exercise principals of good faith and fair dealing to amend Exhibit A in a manner consistent with the principles of this Agreement and in accordance with all JAG program requirements. Such amendments may be entered into by the chief administrative officers of Champaign, Urbana and Rantoul and the Sheriff.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CITY OF CHAMPAIGN

CHAMPAIGN COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney      CB 2013-\_\_\_\_\_

\_\_\_\_\_  
State's Attorney

CITY OF URBANA

VILLAGE OF RANTOUL

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Village Attorney

**EXHIBIT A**  
**(City of Champaign, City of Urbana, Champaign County, Village of Rantoul)**

**JAG AWARD DISPOSITION**

The 2013 JAG funds will be distributed to the Champaign Police Department, Urbana Police Department, the Champaign County Sheriff's Office and the Rantoul Police Department to fund individual projects fitting into the guidelines of the JAG grant.

Champaign PD	\$46,805
Urbana PD	\$13,602
Champaign County	\$ 4,491
Rantoul PD	<u>\$ 9,944</u>
TOTAL	\$74,842