



MEMORANDUM Police Department – Chief Memo No. 2014-032

DATE: May 29, 2014
TO: MAYOR AND COUNCIL
THRU: RICH DLUGAS, CITY MANAGER *RD*
SEAN E. DUGGAN, CHIEF OF POLICE *SD*
DAVID NEUMAN, ASSISTANT CHIEF OF POLICE *DN*
FROM: DOUG REED, SUPPORT SERVICES MANAGER *DR*
SUBJECT: IGA WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION

RECOMMENDATION: Staff recommends City Council adopt Resolution No. 4710 authorizing the Mayor to execute an Intergovernmental Agreement with the State of Arizona Department of Transportation (ADOT) to be eligible for federal funds, as approved by the Federal Highway Administration (FHWA), to develop the Crash XML interface for Chandler Police Department (CPD) Records Management System (RMS) and ensure the Crash XML output generated by the CPD conforms to the ADOT Crash XML Schema.

BACKGROUND/DISCUSSION: In accordance with the Moving Ahead for Progress in the 21st Century Act (MAP-21), Highway Safety Improvement Program (HSIP) funds have been approved by FHWA for the statewide crash data improvement effort for Arizona. This effort will consist of the installation of the XML Schema to electronically send crash data from the CPD’s existing RMS to ADOT’s Accident Location, Identification and Surveillance System (ALISS) using Arizona Criminal Justice Information System (ACJIS). The State will acquire federal funds for this effort. This funding does not allow for the purchasing of any hardware.

ADOT will, within thirty (30) days of receipt of proper documentation of payment for services and/or equipment, reimburse the CPD for eligible costs incurred, up to and not to exceed \$50,000.

The benefit to the ADOT is that the export of information sent from accidents will be sent to ADOT in the desired XML format.

FINANCIAL IMPLICATIONS: None.

PROPOSED MOTION: Move that Council pass and adopt Resolution No. 4710 authorizing the Mayor to execute an Intergovernmental Agreement with the State of Arizona Department of Transportation to be eligible for federal funds to develop the Crash XML interface for Chandler Police Department Records Management System and ensure the Crash XML output generated by the CPD conforms to the ADOT Crash XML Schema.

Resolution No. 4710 w/ Exhibit A attached (form of IGA)

RESOLUTION NO. 4710

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION TO BE ELIGIBLE FOR FEDERAL FUNDS TO DEVELOP THE CRASH XML INTERFACE FOR THE CHANDLER POLICE DEPARTMENT RECORDS MANAGEMENT SYSTEM AND ENSURE THE CRASH XML OUTPUT GENERATED BY THE CHANDLER POLICE DEPARTMENT CONFORMS TO THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION CRASH XML SCHEMA, AND AUTHORIZING THE MAYOR OF THE CITY OF CHANDLER TO EXECUTE SUCH AGREEMENT FOR THE CITY OF CHANDLER.

WHEREAS, the City of Chandler Police Department ("CPD") intends to develop and/or secure the electronic Crash report form, the crash diagramming software and/or integrate the components that will allow the export of the crash data to the Arizona Department of Transportation ("ADOT") in the desired XML format; and

WHEREAS, ADOT may secure Highway Safety Improvement Program (HSIP) funds that have been approved by Federal Highway Administration (FHWA) for the statewide crash data improvement effort for Arizona. This effort will consist of the installation of the XML Schema to electronically send crash data from the CPD's existing Records Management Systems (RMS) to ADOT's Accident Location, Identification and Surveillance System (ALISS) using Arizona Criminal Justice Information System (ACJIS). The State will acquire federal funds for this effort.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor of the City of Chandler, is authorized to execute an Intergovernmental Agreement between Chandler and the State of Arizona Department of Transportation that the Chandler Police Department be eligible for federal funds to develop the Crash XML interface for Chandler Police Department Records Management System and ensure the Crash XML output generated by the Chandler Police Department conforms to the ADOT Crash XML Schema which agreement shall be substantially in the form attached as Exhibit A and as approved by the Chandler City Attorney.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2014.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY 

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4710 was duly passed and approved by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2014, and that a quorum was present thereat.

CITY CLERK

ADOT CAR No.: IGA /JPA 14-0004248-I
AG Contract No.: P001 2014 00377
Project: Systematic Improvement of Crash Data
– XML Schema
Federal-aid No.: 999-M(107)T
ADOT Project No.: M5124 01X
TIP/STIP No.: N/A
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: 728XX

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF CHANDLER POLICE DEPARTMENT

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF CHANDLER POLICE DEPARTMENT, (the "CPD"). The State and the CPD are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The CPD is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CPD.

3. In accordance with the Moving Ahead for Progress in the 21st Century Act (MAP-21), Highway Safety Improvement Program (HSIP) funds have been approved by Federal Highway Administration (FHWA) for the statewide crash data improvement effort for Arizona. This effort will consist of the installation of the XML Schema to electronically send crash data from the CPD's existing Records Management Systems (RMS) to ADOT's Accident Location, Identification and Surveillance System (ALISS) using Arizona Criminal Justice Information System (ACJIS), hereinafter referred to as the "Project". The State will acquire federal funds for the Project. This funding does not allow for the purchasing of any hardware.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

- a. Upon execution of this Agreement, be the designated agent for the CPD, in order to acquire funds, as approved by FHWA.
- b. Provide ADOT's Crash XML Schema, provide Service Account to CPD and grant access to Test and Production servers as needed.
- c. Within thirty (30) days of receipt of an invoice and documentation of payment for services and/or equipment, reimburse the CPD for eligible costs incurred, up to and not to exceed \$50,000. Any costs incurred prior to the date of the official Notice to Proceed will not be eligible for reimbursement.
- d. Evaluate the CPD's Project one year after reimbursement to ensure Project development and implementation. Should the Project not be in place and/or compatible, the State will invoice the CPD for all reimbursed federal funds acquired for the Project.

2. The CPD will:

- a. Upon execution of this Agreement, designate the State as the authorized agent for the CPD, in order to be eligible for federal funds, as approved by FHWA.
- b. Develop the Crash XML interface for the CPD RMS and ensure the Crash XML output generated by the CPD conforms to the ADOT Crash XML Schema.
- c. Configure their ACJIS Network to allow the connection to ADOT, ensuring the interface will transmit the XML output to ADOT Server.
- d. Ensure the interface processes the transmission results. The results will indicate whether the crash report was Accepted or Rejected by ADOT. The results will also include a list of validation errors for the rejected reports. The rejected report must be forwarded to the officer for correction and resubmitting.
- e. Upon payment for services and/or equipment and no more than monthly, invoice the State, providing all necessary documentation, for reimbursement of eligible costs incurred not to exceed \$50,000.00. Any costs incurred prior to the date of the official Notice to Proceed will not be eligible for reimbursement.
- f. Within one year of reimbursement, ensure completion of Project development and implementation. Should the Project not be in place and/or compatible within one year after federal funds were made available, the CPD will repay all federal funds received for the Project.
- g. Agree to continue to use this process for sending in their crash data to ADOT from this date of Project implementation.

III. MISCELLANEOUS PROVISIONS

1. Either party may terminate this Agreement for convenience or cause upon thirty (30) days prior written notice to the other party. Upon any termination of this Agreement, the CPD shall repay all federal funds received for implementation of the Project.

2. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the CPD for the vicarious liability of the State as a result of entering into this Agreement.

3. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the CPD will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

4. The CPD acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS

Attn: Cost Accounting Administrator

206 S 17th Ave. Mail Drop 204B

Phoenix, AZ 85007

SingleAudit@azdot.gov

5. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. **Non-Availability of Funds:** Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Intermodal Transportation Division
Traffic Records Section
206 S. 17th Ave, Mail Drop 064R
Phoenix, AZ 85007-3233

City of Chandler Police Department

Attn: Sean Duggan
P.O. Box 4008 MS 303
Chandler, Arizona 85244
(480) 782-4103

For Financial Matters:

Dawn Lang
dawn.lang@chandleraz.gov
P.O. Box 4008 MS 602
Chandler, Arizona 85244
(480) 782-2250

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

13. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

14. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF CHANDLER POLICE DEPARTMENT

STATE OF ARIZONA

Department of Transportation

By _____
MAYOR
City of Chandler

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____

April 16th 2014-ly

ATTORNEY APPROVAL FORM FOR THE CITY OF CHANDLER POLICE DEPARTMENT

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF CHANDLER POLICE DEPARTMENT, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CPD under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2014

City of Chandler Attorney *RTB*