



**Chandler - Arizona**  
*Where Values Make The Difference*

# 7

FEB 25 2016



**MEMORANDUM**

**Police Department - Staff Memo No. 2016-010**

**DATE:** FEBRUARY 25, 2016

**TO:** MAYOR AND COUNCIL

**THRU:** MARSHA REED, ACTING CITY MANAGER *MR*  
SEAN E. DUGGAN, CHIEF OF POLICE *SD*

**FROM:** EDWARD UPSHAW, POLICE COMMANDER

**SUBJECT:** RESOLUTION NO. 4929, AUTHORIZING A LAW ENFORCEMENT GRANT AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE ARIZONA AUTOMOBILE THEFT AUTHORITY

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**RECOMMENDATION:** Staff recommends City Council adopt Resolution No. 4929 authorizing a Law Enforcement Grant Agreement between the City of Chandler and the Arizona Automobile Theft Authority; and authorizing the Chief of Police to sign the Agreement and administer, execute, and submit all documents and other necessary instruments in connection with said program.

**BACKGROUND/DISCUSSION:** The Chandler Police Department (CPD) has been awarded a Law Enforcement Grant through the Arizona Automobile Theft Authority. This grant provides funding to purchase a subscription to the LEARN software system through Vigilant Solutions. This system will allow the Police Department unlimited access to Vigilant's National License Plate Reader (LPR) server, the largest private and law enforcement database in the country, for investigative purposes. CPD will migrate its existing and new LPR data to the National LPR server. This agreement for \$24,300 was awarded by the Arizona Auto Theft Authority in December 2015 for the current fiscal year (July 1, 2015, to June 30, 2016).

**FINANCIAL IMPLICATIONS:** None.

**PROPOSED MOTION:** Move to approve City of Chandler Resolution No. 4929 authorizing a Law Enforcement Grant Agreement between the City of Chandler and the Arizona Automobile Theft Authority; and authorizing the Chief of Police to sign the Agreement and administer, execute, and submit all documents and other necessary instruments in connection with said program.

Attachments: Resolution No. 4929  
Copy of Agreement

**RESOLUTION NO. 4929**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING A LAW ENFORCEMENT GRANT AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE ARIZONA AUTOMOBILE THEFT AUTHORITY.**

**WHEREAS**, the Arizona Automobile Theft Authority (AATA) wishes to enter into a Grant Agreement with the City of Chandler, and

**WHEREAS**, the City of Chandler, through its Police Department, wishes to participate in the AATA grant program for the purpose of reducing auto theft in Chandler.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Chandler, Arizona, as follows:

Section I. THAT approval is granted for the City of Chandler to participate in the Law Enforcement Grant Agreement through AATA.

Section II. THAT the Chief of Police is authorized to sign the Agreement and is appointed agent for the City of Chandler, to administer, execute, and submit all documents and any other necessary instruments in connection with said program.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**CERTIFICATION**

I HEREBY CERTIFY that the above and foregoing Resolution No. 4929 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY *RHR*



## ARIZONA AUTOMOBILE THEFT AUTHORITY

### FY 2016 LAW ENFORCEMENT

### GRANT AGREEMENT

This Agreement is made this **07/01/2015**, by and between the Arizona Automobile Theft Authority, hereinafter referred to as the AATA, and the **Chandler Police Department**, hereinafter referred to as the GRANTEE. AATA and GRANTEE are referred to herein individually as a "Party" and collectively as the "Parties." The AATA enters into this Agreement pursuant to its authority under the provision of A.R.S. § 41-3451 and having satisfied itself as to the qualifications of the GRANTEE.

NOW, THEREFORE, it is agreed between the Parties as follows:

1. This Agreement will commence on 07/01/2015. All grant funds must be expended by 06/30/2016. This agreement is subject to cancellation pursuant to the provision of A.R.S. §38-511. This AATA grant expires at the end of the agreement period, unless prior written approval for an extension has been obtained from the AATA. The GRANTEE agrees to return all unexpended funds to the AATA within 60 days of the expiration date of this grant should termination occur prior to original expiration date, unless a grant extension is agreed to and an approved carry forward is authorized.
2. Grant funds will not be used to supplant Federal, State, County, or local funds that would otherwise be made available to the GRANTEE for law enforcement purposes. Grant funds that are distributed pursuant to this agreement are not to be expended for any indirect costs incurred by the GRANTEE for the administration of this grant.
3. If equipment is valued over \$1,000, the AATA requires the GRANTEE to record and report performance data and impact on vehicle theft in its jurisdiction for five years or the useful life of the equipment, whichever is less. In addition, the GRANTEE will own the equipment awarded through the grant and will be responsible for maintaining the equipment in good working order.

4. The GRANTEE shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved AATA grant application letter and this agreement. If the AATA finds non-compliance, the GRANTEE will receive a formal written notice that identifies the area of non-compliance and the appropriate corrective action to be taken. If the GRANTEE does not respond within 30 calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the AATA may suspend funding or permanently terminate the agreement or revoke the grant. Any deviation or failure to comply with the purposes and/or conditions of this agreement without written permission from the AATA may constitute sufficient reason for the AATA to terminate the agreement. The revocation of the grant will require the return of all unspent funds, require that an audit of expended funds be performed at GRANTEE's expense. It will also require the return of any previously expended funds that may have been spent in violation of the purposes and conditions of the grant.
5. The final funding schedule will be determined by the AATA and will be based on funding availability.
6. Requests for budget adjustments and/or reprogramming must be submitted in writing to the AATA.
7. The grant funds awarded under this agreement are conditioned upon the availability of funds appropriated or allocated for the cash payment of such obligation. If funds are not allocated, are reverted or otherwise unavailable for the continuance of this agreement, the AATA may terminate this agreement at the end of the period for which funds are available. No liability shall accrue to the AATA in the event this provision is exercised, and the AATA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**APPROVED FY GRANT REQUEST:**

<u>Title</u>	<u>Total</u>
Equipment (< \$5000)	\$24,300.00
<b>Total AATA Approved</b>	<b>\$24,300.00</b>

**PERFORMANCE MEASURE AND FINANCIAL REPORTING REQUIREMENTS**

<b><u>Measure Group</u></b>	<b><u>Performance Measure</u></b>	<b><u>Reporting Period</u></b>
Bait Vehicle Program Data (if applicable)	Number of Bait Cars (operational & non-op)	Quarterly
	Number of AATA Funded Bait Car Systems	Quarterly
	Number of Activations	Quarterly
	Number of Arrests	Quarterly
DATA Initiative-1 (if applicable)	Arrests affected by LPR	Quarterly
	How many license plates were read and uploaded	Quarterly
	Reads that resulted in criminal offense reports	Quarterly
	Searches or inquires made on the system	Quarterly
	Stolen vehicles recovered	Quarterly
	System related criminal investigations	Quarterly
	Monetary value of property recovered	Quarterly
DATA Initiative-2 (if applicable)	Monetary value of property recovered	Quarterly
FTE Positions (if applicable)	Number of FTE's Assigned to Auto Theft Unit	Quarterly
License Plate Reader (LPR) Data (if applicable)	Number of Fixed LPR Systems	Quarterly
	Number of AATA Funded LPR Systems	Quarterly
	Number of Mobile LPR Systems	Quarterly
	Number of Shifts LPR's Deployed	Quarterly
	Number of Scans/Shift	Quarterly
	Number of Stolen Vehicles Recovered	Quarterly
	Number of Stolen License Plates	Quarterly
	Number of Stolen License Plates Recovered	Quarterly
	Number of Arrests	Quarterly
	Value of Vehicles Recovered	Quarterly
Vehicle Theft Data (if applicable)	Number of Felony Auto Theft Arrests	Quarterly
	Number of Chop Shops Investigated	Quarterly
Vehicles Recovered (if applicable)	Number of Vehicles Recovered	Quarterly
	Number of Vehicles Recovered (Abandoned)	Quarterly
	Number of Vehicles Recovered (Occupied)	Quarterly
	Occupied Vehicles: (Number of Occupants)	Quarterly
VIN Etching Program Data (if applicable)	Number of Vin Etching Events	Quarterly
	Number of Vehicles VIN Etched	Quarterly
	Number of Participants at Promotional Events	Quarterly

8. The GRANTEE agrees to account for the interest earned on AATA grant funds, use interest only for the purpose of paying AATA approved grant expenditures, and shall remit interest earned to the AATA within 60 days of the expiration of this grant, unless a prior written request justifying the uses of such funds is submitted and approved by the AATA.
9. The GRANTEE agrees that it will provide accounting, auditing, and monitoring procedures to safeguard AATA grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of AATA grant funds.
10. Pursuant to the provisions of A.R.S §35-214 and A.R.S §35-215, GRANTEE shall retain all books, account reports, files, and other records relating to this agreement and performance of this agreement for a period of five (5) years after the completion of this agreement. All such documents shall be subject to inspection and audit at reasonable times.
11. The GRANTEE agrees to submit quarterly financial and performance reports to the AATA, documenting the activities supported by the AATA grant funds and providing an assessment of the impact of those activities on the criminal justice system. Reports are submitted through the AATA Grant Database web-portal.
12. This agreement may be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the AATA and GRANTEE. Any notice given pursuant to this agreement shall be in writing and shall be considered to have been given when actually received by the following addressees or their agents or employees.

If to the AATA:

AUTOMOBILE THEFT AUTHORITY  
1400 W. Washington Street, Suite 270  
Phoenix, Arizona 85007  
Attn: Frederick W. Zumbo, AATA Executive Director

If to the GRANTEE:

Chandler Police Department  
250 E. Chicago St.  
Chandler, AZ 85225  
Attn: Sean Duggan

13. The GRANTEE agrees that it will comply with applicable nondiscrimination requirements of A.R.S. §41-1463, applicable State and Federal civil rights laws, and Executive Order 2009-9.
14. The GRANTEE agrees that in the event that a Federal or State court, or Federal or State administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the GRANTEE regarding the program or activities supported by this grant, the GRANTEE will forward a copy of such findings to the AATA.
15. The GRANTEE certifies it will comply with the Drug-Free Workplace Act of 1988 as delineated in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR Part 67 Sections 67.615 and 67.620.
16. The GRANTEE warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 41-4401 and A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee shall verify the employment eligibility if the employee through the E-Verify program.)

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the GRANTEE may be subject to penalties up to and including termination of the contract.

Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the GRANTEE may be subject to penalties up to and including termination of the contract.

The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

17. The GRANTEE agrees that it is acting as an independent contractor and agrees to hold the AATA harmless from the actions of the GRANTEE AND GRANTEE'S employees.
18. The GRANTEE and the AATA agree to use arbitration in the event of disputes in accordance with the provisions of ARS §12-1501 et seq.

No right or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the AATA. No delegation of any duty of GRANTEE shall be made without the prior written approval of the AATA.

19. The GRANTEE assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the GRANTEE toward fulfillment of this agreement.

**SPECIAL TERMS & CONDITIONS**

Item #

- 1 This grant funding provides unlimited access to LEARN, Vigilant Solutions' National LPR server, to include all analytics and private data. This grant requests funding for a 15 month subscription and includes the migration of Chandler's historical LPR data to LEARN as well as the cost to set up the utility to ingest Chandler's current detections/reads into LEARN's system close to real time.

**IN WITNESS WHEREOF**, the parties have made and executed this agreement the day and year first above written.

**FOR THE GRANTEE:**

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

**Sean Duggan**

**Chandler Police Department**

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

**FOR THE AUTOMOBILE THEFT AUTHORITY:**

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

**Frederick W. Zumbo, AATA Executive Director**

**APPROVED AS TO FORM**

**CITY ATTORNEY** 