

**INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION IN THE
ARIZONA CHILD ABDUCTION RESPONSE TEAM**

This Agreement is entered into pursuant to A.R.S. §§11-951, *et seq.*, and A.R.S. §13-3872 by and among any and all Cities, Towns Agencies and other entities that have signed, recorded and entered into this agreement.

The aforementioned entities shall hereinafter be known collectively as the Arizona Child Abduction Response Team (AZCART). Any other public agencies, as that term is defined in A.R.S. § 11-951, which after invitation by AZCART, comply with the provisions of A.R.S. §§11-951 *et seq.* and subsequently signs this Agreement shall become Parties to this Agreement. As new agencies are invited and agree to sign this agreement, AZCART will be sure to update and distribute its list of member agencies. Each AZCART agency shall provide a copy of its fully executed agreement to every other member agency. In addition to the above, all subsequent parties to this Agreement will be included in any collective reference to and will also be collectively known as, or referred to as, one of the "Parties" hereto.

I. PURPOSE AND INTENT OF AGREEMENT

The purpose of this Agreement is to create an Arizona Child Abduction Response Team (AZCART). The primary goal of the Arizona Child Abduction Response Team is to provide a pool of specialized investigators, who are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts, primarily concerning cases involving abducted or at-risk missing children. AZCART and other Arizona law enforcement agencies may request and render law enforcement assistance to/from other AZCART agencies in dealing with serious violations of law including, but not limited to: the investigation, arrest, and prosecution of those involved in criminal child kidnapping, abduction, false imprisonment, and similar or related violations (utilizing state and federal law and prosecutions, as appropriate); the rescue of the abducted child or children; and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity, utilizing applicable state and federal forfeiture laws, as may be appropriate).

Additionally, the location of each Party's jurisdiction in relation to each other makes it advantageous to enter into this Agreement, in order to receive and extend mutual aid in the form of law enforcement services and resources, to respond to continuing, multi-jurisdictional criminal activity such as that described above.

II. AUTHORITY TO ENTER INTO THIS AGREEMENT

A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§11-951 *et seq.*, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution, or other governing statute or authority.

If any Native American community requests AZCART assistance, consideration should be given for granting all assisting AZCART team members tribal peace officer authority for the duration of the AZCART activation within the applicable tribal jurisdiction if and when required.

III. CART ACTIVATION, PROCEDURES AND RESOURCES

A. Any Party to the Agreement or authorized representative of any Arizona law enforcement agency may request activation of AZCART. An activation can include but is not limited to: a Limited Team (Hasty Team) call out for the purposes of consulting with the primary jurisdiction or a branch-only call out for conducting a specific task, a Technical Team call out for cell tower analysis, foreign language translation, dedicated forensic interviews, specialized equipment, etc., or a Full Team call out for neighborhood and roadside canvassing, criminal investigation assistance, lead management assistance, area searches, crime scene management assistance, intelligence gathering, etc..

It shall be the responsibility of the Party or authorized representative requesting activation to contact the designated Google Voice number of 480-442-2784 to be put in touch with the AZCART State Coordinator or designee for vetting of the request for activation.

The criteria for an AZCART activation include one or more of the following: a confirmed or suspected non-family child abduction, a confirmed or suspected family or non-custodial parent abduction with endangerment circumstances, and/or any other at-risk missing child investigation requiring immediate response in order to protect the life or well-being of a child as determined by the AZCART State Coordinator or designee.

Endangerment circumstances are defined as: when a child's life or well-being is perceived to be at risk due to violence or health conditions and/or if the abducting party has the potential for violence or is expected to otherwise endanger the child. At-risk factors can include but are not limited to: child is deemed special needs due to a medical diagnosis or diagnosed behavioral condition or developmental disability, child has a life-threatening health condition, child is medicine/drug dependent, child is 13 years of age or younger therefore at risk of exploitation, signs are present consistent with sexual exploitation, or child is absent in a way inconsistent with established patterns of behavior without explanation, etc.

B. The Agency that has legal jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular AZCART activation with support from AZCART agencies.

C. One lead AZCART State Coordinating Agency led by a AZCART State Coordinator as well as two branch (Northern and Southern) coordinating agencies each led by a AZCART Branch Coordinator will be selected by the AZCART Steering Committee members subject to final approval of chief law enforcement officers (chiefs) of the AZCART agencies selected on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. The individual State or applicable Branch Coordinator will be selected by that coordinating agency. In the event that a State or Branch AZCART Coordinator is unable to

complete his or her term due to retirement, resignation from his or her agency, change in primary assignment, promotion, or for any other reason, the coordinating agency should name a replacement coordinator from within their agency to fulfil the remainder of the year term.

D. The AZCART State Coordinating Agency will have primary responsibility over maintaining U.S. Department of Justice certification, compliance, and reporting, as well as maintaining IGA compliance within Arizona. The State Coordinating Agency will handle primary vetting of AZCART activation requests to ensure criteria have been adequately met. The State Coordinating Agency will have primary responsibility for AZCART activations in Maricopa, Yuma, Pinal, La Paz, Gila, Graham and Greenlee Counties. The AZCART State Coordinating Agency will provide oversight and support to any Northern or Southern AZCART Branch activation. The AZCART Northern Branch Coordinating Agency falls under the responsibility and oversight of the State Coordinating Agency and will have primary responsibility over coordinating the response for AZCART activations in Mohave, Coconino, Yavapai, Navajo and Apache Counties. The AZCART Southern Branch Coordinating Agency falls under the responsibility and oversight of the State Coordinating Agency and will have primary responsibility over the response for AZCART activations in Pima, Santa Cruz and Cochise Counties.

E. The AZCART State and Branch Coordinators or designees will be responsible for coordinating on-going training, meetings or other necessary supporting functions in support of the operational effectiveness of AZCART. The AZCART State Coordinator shall be responsible for mediating any jurisdictional or AZCART activation disputes between the Parties during an AZCART activation. In the event such mediation fails, the issue shall be brought to the attention of the applicable AZCART Chiefs and/or Sheriffs or their designees for appropriate resolution.

F. Each Party shall, to the best of its ability, designate at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any AZCART activation. Each Party shall designate a primary AZCART member to participate in activations, meetings, trainings, etc. Each Party shall immediately inform other AZCART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, an AZCART agency may provide officers not normally designated as AZCART members in support of an AZCART activation.

G. Each Party shall have the sole discretion to determine how many and/or how long any of its personnel or resources shall be assigned in support of an AZCART activation.

H. Each Party shall have the ability to have representation on the AZCART Steering Committee. The AZCART Steering Committee shall be run by the current State Coordinating Agency and is responsible for meeting quarterly either in person or virtually at the discretion of the State Coordinating Agency. AZCART Steering Committee meetings shall serve the purpose of discussing AZCART related matters, soliciting feedback on current and past AZCART activations, preparing quarterly training for AZCART membership as well as soliciting and selecting suitable agencies for rotation as State or Branch Coordinating Agencies. In the event multiple agencies desire to be the State or Branch Coordinating Agency a majority vote of the

AZCART Steering Committee at the designated 4th quarterly meeting shall make the determination with the vote of the current AZCART State Agency acting as a tiebreaker if needed. In the event not all replacement coordinating agencies are identified by the 4th quarterly meeting, the current State or Branch Coordinating Agency will have the option of remaining in place on a month-to-month basis until a replacement agency is found. If a Branch Coordinating Agency cannot be determined, then those activation responsibilities will fall back under the State Coordinating Agency until a replacement is found.

Equipment awarded or issued to AZCART from the State for shared purposes, such as a trailer or command post with related equipment and accessories, will be the responsibility of the current designated AZCART lead agency at the time the equipment is issued to care for and maintain. The current lead agency will be responsible for transporting the trailer and equipment to AZCART case locations, and for providing appropriate insurance, licensing and registration. The equipment and all responsibility for it, including inventory, title and registration will be transferred to the new lead agency when the AZCART lead role is rotated, generally on an annual basis. Disposal will be the responsibility of the last agency controlling the item on its inventory. Items will be added to the inventory description for the equipment and transferred to the next Lead Agency. Each Lead agency will keep its own equipment that is portable and, not funded by AZCART when transferring the Command Post or trailer to the next lead agency.

IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies, to include, but are not limited to, employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona Child Abduction Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. NON-DISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations including, but not limited to, that all persons, regardless of race, color, religion, sex, age, marital status, sexual orientation,, gender identification or expression, genetic characteristics, familial status, national origin or political affiliation, U.S. military veteran status or disability, shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

177 **VI. INDEMNIFICATION**

178
179 Each Party agrees that it will be responsible for any liability or loss that may be incurred as a
180 result of any claim, demand, cost or judgement made against that party to the extent arising from
181 any negligent, reckless or intentional act or omission by any of that party's employees, agents, or
182 servants in connection with work or responsibilities performed pursuant to this Agreement.

183
184 To the extent permitted by law, each Party does hereby covenants and agrees, to the extent
185 permitted by law, to indemnify, defend, and hold harmless the other Party, their elected officials,
186 appointees, officers, employees, contractees, and agents from and against any and all suits,
187 actions, legal or administrative proceedings, claims, demands or damages of any kind or nature
188 relating to this Agreement which, are the result of any act or omission of the Party, its officers,
189 employees, contractees, agents, and anyone acting under its direction or control, whether
190 intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to
191 comply with the terms of this Agreement shall not provide the basis of any third-party action
192 against any of the Parties.

193
194 **VII. DISPUTES/GOVERNING LAW JURISDICTION/VENUE**

195
196 All parties to this Agreement shall make every effort to resolve conflicts with the
197 parties involved. If settlement is not obtained, then parties may submit a grievance
198 to litigation. The laws of the State of Arizona shall govern this Agreement. If a dispute arises
199 under this agreement, which cannot be resolved by the Parties, it shall be resolved by litigation.
200 Jurisdiction will be in the State of Arizona. Venue will be in the Maricopa County Superior
201 Court, unless the subject matter of the dispute involves an Indian Community, then venue shall
202 be in the Federal District Court for the State of Arizona. In the event of any litigation or
203 arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or
204 arbitration shall be entitled to recover its reasonable attorney's fees, expert witness fees and other
205 reasonable costs of litigation.

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207
208 **VIII. DURATION AND CANCELLATION OF AGREEMENT**

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210 A. This Agreement shall become effective upon execution by the Parties hereto and filing with
211 the appropriate County Recorder and shall remain in effect until June 30, 2030, unless otherwise
212 terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to
213 execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any
214 Party may withdraw from this Agreement with or without cause by giving thirty calendar days'
215 written notice to the other Parties to the Agreement.

216
217 B. This Agreement may be administratively extended by each Party at the direction of the
218 applicable legislative body with the recommendation of the chief law enforcement officer for
219 each Party on or before the Termination date for a period of an additional five years by notifying
220 the other Parties in writing. Any Party which fails to do so by the termination date listed above
221 shall no longer be a Party to the Agreement.

222
223 **IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511**
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225 The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts
226 of interest under A.R.S. § 38-511, as amended.
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228 **X. MULTIPLE COUNTERPARTS**
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230 This Agreement may be executed in multiple counterparts, each of which shall be deemed an
231 original, but all of which together shall constitute one and the same instrument. Neither a
232 signature for every Party nor a signature line shall be required in each counterpart except that on
233 a counterpart being brought forward by a Party to its legislative body or equivalent for approval,
234 that particular counterpart shall have to be signed and executed in accordance with that Party's
235 practice. The signature pages from one or more counterparts may be removed from such
236 counterparts and such signature pages all attached to a single instrument so that the signatures of
237 all Parties may be physically attached to a single document. Faxed, copied and scanned
238 signatures are acceptable as original signatures.
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241 **XI. WORKER'S COMPENSATION**
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243 Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage,
244 an employee of a public agency, as defined in section 11-951, who works under the jurisdiction
245 or control of or within the jurisdictional boundaries of another public agency pursuant to a
246 specific intergovernmental agreement or contract entered into between the public agencies as
247 provided in section 11-952, is deemed to be an employee of both public agencies for the
248 purposes of this section. The primary employer shall be solely liable for the payment of workers'
249 compensation benefits for the purposes of this section.
250

251 **XII. OTHER PROVISIONS**
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253 A. In the event that any provision of this Agreement shall be held invalid or unenforceable by
254 any court of competent jurisdiction, such holding shall not affect the validity or enforceability of
255 any other provision hereof.
256

257 B. This Agreement contains the entire understanding between the Parties with respect to the
258 subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be
259 amended only by an instrument in writing and signed by all the participating Parties. The waiver
260 of any breach of this Agreement shall not be deemed to amend this Agreement and shall not
261 constitute waiver of any other subsequent breach. Headings are for convenience and shall not
262 affect interpretation.
263

264 C. This Agreement shall be recorded with the appropriate County Recorder as described above
265 upon its execution and a copy shall be forwarded to each Party.
266

D. Nothing within this Agreement shall be construed to limit the ability of participating Arizona Child Abduction Response Team members to individually and outside of this Agreement, or as otherwise allowed for by law, provide, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XIV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. Each party to this agreement shall receive notice to the Chief of Police or Sheriff and to City or Town or County Attorneys for that jurisdiction.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on _____.

City of Goodyear

By: _____
Julie Arendall
City Manager

ATTEST:

Darcie McCracken
City Clerk

APPROVED AS TO FORM:

Roric Massey
City Attorney

Reviewed By: _____
Santiago Rodriguez
Chief of Police

332 INTERGOVERNMENTAL AGREEMENT DETERMINATION
333

334 In accordance with A.R.S. §11-952, this Agreement has been reviewed by the
335 undersigned who determined that this Agreement is in appropriate form and is within the powers
336 and authority of the respective parties.
337

338 **City of Goodyear**
339

340 By: _____

341 Lisa Maxie-Mullins

342 Assistant City Attorney
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344
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347 Date: _____
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