

1 **INTERGOVERNMENTAL AGREEMENT**
2 **FOR PARTICIPATION IN THE ARIZONA CHILD ABDUCTION RESPONSE TEAM**
3

4 This Agreement is entered into pursuant to A.R.S. §§11-951, *et seq.*, and A.R.S. §13-3872 by
5 and among any and all Cities, Towns Agencies and other entities that have signed, recorded and
6 entered into this agreement.
7

8 The aforementioned entities shall hereinafter be known collectively as the Arizona Child
9 Abduction Response Team (AZCART). Any other public agencies, as that term is defined in
10 A.R.S. § 11-951, which after invitation by AZCART, comply with the provisions of A.R.S.
11 §§11-951 *et seq.* and subsequently signs this Agreement shall become Parties to this Agreement.
12 As new agencies are invited and agree to sign this agreement, AZCART will be sure to update
13 and distribute its list of member agencies. Each AZCART agency shall provide a copy of its
14 fully executed agreement to every other member agency. In addition to the above, all subsequent
15 parties to this Agreement will be included in any collective reference to and will also be
16 collectively known as, or referred to as, one of the “Parties” hereto.
17

18 **I. PURPOSE AND INTENT OF AGREEMENT**
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20 The purpose of this Agreement is to create an Arizona Child Abduction Response Team
21 (AZCART). The primary goal of the Arizona Child Abduction Response Team is to provide a
22 pool of specialized investigators, who are available to focus dedicated and intensive
23 investigative, preventative, and general law enforcement efforts, primarily concerning cases
24 involving abducted or at-risk missing children. AZCART and other Arizona law enforcement
25 agencies may request and render law enforcement assistance to/from other AZCART agencies in
26 dealing with serious violations of law including, but not limited to: the investigation, arrest, and
27 prosecution of those involved in criminal child kidnapping, abduction, false imprisonment, and
28 similar or related violations (utilizing state and federal law and prosecutions, as appropriate); the
29 rescue of the abducted child or children; and the seizure and forfeiture of assets of those engaged
30 in child abduction or otherwise supporting such activity, utilizing applicable state and federal
31 forfeiture laws, as may be appropriate).
32

33 Additionally, the location of each Party’s jurisdiction in relation to each other makes it
34 advantageous to enter into this Agreement, in order to receive and extend mutual aid in the form
35 of law enforcement services and resources, to respond to continuing, multi-jurisdictional
36 criminal activity such as that described above.
37

38 **II. AUTHORITY TO ENTER INTO THIS AGREEMENT**
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40 A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S.
41 §§11-951 *et seq.*, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal
42 Constitution, or other governing statute or authority.
43

44 If any Native American community requests AZCART assistance, consideration should be given
45 for granting all assisting AZCART team members tribal peace officer authority for the duration
46 of the AZCART activation within the applicable tribal jurisdiction if and when required.
47

48 **III. CART ACTIVATION, PROCEDURES AND RESOURCES**

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50 A. Any Party to the Agreement or authorized representative of any Arizona law enforcement
51 agency may request activation of AZCART. An activation can include but is not limited to: a
52 Limited Team (Hasty Team) call out for the purposes of consulting with the primary jurisdiction
53 or a branch-only call out for conducting a specific task, a Technical Team call out for cell tower
54 analysis, foreign language translation, dedicated forensic interviews, specialized equipment, etc.,
55 or a Full Team call out for neighborhood and roadside canvassing, criminal investigation
56 assistance, lead management assistance, area searches, crime scene management assistance,
57 intelligence gathering, etc..
58

59 It shall be the responsibility of the Party or authorized representative requesting activation to
60 contact the designated Google Voice number of 480-442-2784 to be put in touch with the
61 AZCART State Coordinator or designee for vetting of the request for activation.
62

63 The criteria for an AZCART activation include one or more of the following: a confirmed or
64 suspected non-family child abduction, a confirmed or suspected family or non-custodial parent
65 abduction with endangerment circumstances, and/or any other at-risk missing child investigation
66 requiring immediate response in order to protect the life or well-being of a child as determined
67 by the AZCART State Coordinator or designee.
68

69 Endangerment circumstances are defined as: when a child's life or well-being is perceived to be
70 at risk due to violence or health conditions and/or if the abducting party has the potential for
71 violence or is expected to otherwise endanger the child. At-risk factors can include but are not
72 limited to: child is deemed special needs due to a medical diagnosis or diagnosed behavioral
73 condition, child has a life-threatening health condition, child is medicine/drug dependent, child is
74 13 years of age or younger therefore at risk of exploitation, signs are present consistent with
75 sexual exploitation, or child is absent in a way inconsistent with established patterns of behavior
76 without explanation, etc.
77

78 B. The Agency that has legal jurisdiction over the incident or investigation will remain as the
79 lead agency during the duration of a particular AZCART activation with support from AZCART
80 agencies.
81

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

89 complete his or her term due to retirement, resignation from his or her agency, change in primary
90 assignment, promotion, or for any other reason, the coordinating agency should name a
91 replacement coordinator from within their agency to fulfil the remainder of the year term.
92

93 D. The AZCART State Coordinating Agency will have primary responsibility over maintaining
94 U.S. Department of Justice certification, compliance, and reporting, as well as maintaining IGA
95 compliance within Arizona. The State Coordinating Agency will handle primary vetting of
96 AZCART activation requests to ensure criteria have been adequately met. The State
97 Coordinating Agency will have primary responsibility for AZCART activations in Maricopa,
98 Yuma, Pinal, La Paz, Gila, Graham and Greenlee Counties. The AZCART State Coordinating
99 Agency will provide oversight and support to any Northern or Southern AZCART Branch
100 activation. The AZCART Northern Branch Coordinating Agency falls under the responsibility
101 and oversight of the State Coordinating Agency and will have primary responsibility over
102 coordinating the response for AZCART activations in Mohave, Coconino, Yavapai, Navajo and
103 Apache Counties. The AZCART Southern Branch Coordinating Agency falls under the
104 responsibility and oversight of the State Coordinating Agency and will have primary
105 responsibility over the response for AZCART activations in Pima, Santa Cruz and Cochise
106 Counties.
107

108 E. The AZCART State and Branch Coordinators or designees will be responsible for
109 coordinating on-going training, meetings or other necessary supporting functions in support of
110 the operational effectiveness of AZCART. The AZCART State Coordinator shall be responsible
111 for mediating any jurisdictional or AZCART activation disputes between the Parties during an
112 AZCART activation. In the event such mediation fails, the issue shall be brought to the attention
113 of the applicable AZCART Chiefs and/or Sheriffs or their designees for appropriate resolution.
114

115 F. Each Party shall, to the best of its ability, designate at least one sworn law enforcement
116 officer available along with supporting equipment such as vehicles in support of any AZCART
117 activation. Each Party shall designate a primary AZCART member to participate in activations,
118 meetings, trainings, etc. Each Party shall immediately inform other AZCART agencies when
119 such designations change. In the event a primary CART member is not available or as the
120 situation dictates, an AZCART agency may provide officers not normally designated as
121 AZCART members in support of an AZCART activation.
122

123 G. Each Party shall have the sole discretion to determine how many and/or how long any of its
124 personnel or resources shall be assigned in support of an AZCART activation.
125

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

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

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143 **IV. COSTS AND ANY REIMBURSEMENT**

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

152

153 **V. NON-DISCRIMINATION**

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

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165 **VI. INDEMNIFICATION**

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

171

172 To the extent permitted by law, each Party does hereby covenants and agrees, to the extent
173 permitted by law, to indemnify, defend, and hold harmless the other Party, their elected officials,
174 appointees, officers, employees, contractees, and agents from and against any and all suits,
175 actions, legal or administrative proceedings, claims, demands or damages of any kind or nature
176 relating to this Agreement which, are the result of any act or omission of the Party, its officers,
177 employees, contractees, agents, and anyone acting under its direction or control, whether
178 intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to

179 comply with the terms of this Agreement shall not provide the basis of any third-party action
180 against any of the Parties.

181

182 **VII. DISPUTES/GOVERNING LAW JURISDICTION/VENUE**

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

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195 **VIII. DURATION AND CANCELLATION OF AGREEMENT**

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

203

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

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210 **IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511**

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212 The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts
213 of interest under A.R.S. § 38-511, as amended.

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215 **X. MULTIPLE COUNTERPARTS**

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217 This Agreement may be executed in multiple counterparts, each of which shall be deemed an
218 original, but all of which together shall constitute one and the same instrument. Neither a
219 signature for every Party nor a signature line shall be required in each counterpart except that on
220 a counterpart being brought forward by a Party to its legislative body or equivalent for approval,
221 that particular counterpart shall have to be signed and executed in accordance with that Party's
222 practice. The signature pages from one or more counterparts may be removed from such

223 counterparts and such signature pages all attached to a single instrument so that the signatures of
224 all Parties may be physically attached to a single document.

225

226 **XI. WORKER'S COMPENSATION**

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228 Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage,
229 an employee of a public agency, as defined in section 11-951, who works under the jurisdiction
230 or control of or within the jurisdictional boundaries of another public agency pursuant to a
231 specific intergovernmental agreement or contract entered into between the public agencies as
232 provided in section 11-952, is deemed to be an employee of both public agencies for the
233 purposes of this section. The primary employer shall be solely liable for the payment of workers'
234 compensation benefits for the purposes of this section.

235

236 **XII. OTHER PROVISIONS**

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238 A. In the event that any provision of this Agreement shall be held invalid or unenforceable by
239 any court of competent jurisdiction, such holding shall not affect the validity or enforceability of
240 any other provision hereof.

241

242 B. This Agreement contains the entire understanding between the Parties with respect to the
243 subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be
244 amended only by an instrument in writing and signed by all the participating Parties. The waiver
245 of any breach of this Agreement shall not be deemed to amend this Agreement and shall not
246 constitute waiver of any other subsequent breach. Headings are for convenience and shall not
247 affect interpretation.

248

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

251

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

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259 **XIII. COMPLIANCE WITH E-VERIFY PROGRAM**

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

264

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

267

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

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

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

279
280 F. The provisions of this Article must be included in any contract either Party enters into with
281 any and all of its contractors or subcontractors who provide services under this Agreement.

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284 **XIV. NOTICES**

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

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

294 _____.

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298 **(City of El Mirage)**

299
300 By: _____

301 (Alexis Hermosillo)

302 (Mayor)

303 ATTEST:

304 _____

305 (Sharon Antes)

306 (City Clerk)

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309 APPROVED AS TO FORM:

310 _____

311 _____

312 (Insert Reviewing Attorney's Name)

313 (Insert Title)

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316 Reviewed By: Paul Marzocca

317 (Paul Marzocca)

318 (Police Chief)

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INTERGOVERNMENTAL AGREEMENT DETERMINATION

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

(City of El Mirage)

By: _____

(Insert Reviewing Attorney's Name)

(Insert Title)

Date: _____