INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION OF AND PARTICIPATION IN THE
ARIZONA CHILD ABDUCTION RESPONSE TEAM

This Agreement is entered into by the "public agencies," as defined in A.R.S. § 11-951, that have executed and recorded this Agreement in accordance with the law, and as set forth in Section 1 (each, a "Party," and collectively, the "Parties").

1. PARTICIPATING PUBLIC AGENCIES.

A. The Parties to this Agreement are subject to change as additional public agencies are invited to join, and as others withdraw. In either event, the State Coordinating Agency (defined below) will distribute an updated Party list to all Parties.

B. Each Party shall provide a copy of its fully executed Agreement to the AZCART State Coordinating Agency for distribution to every other Party.

2. PURPOSE.

A. The purpose of this Agreement is to establish the Arizona Child Abduction Response Team (AZCART), the primary goal of which is to provide a pool of specialized investigators available to dedicate intensive investigative, preventive, and general law enforcement efforts, primarily focused on cases involving abducted and at-risk missing children. Parties may request and render law enforcement assistance to each other to address 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, and forfeitures, as appropriate), and the rescue of the abducted child or children.

B. The geographical jurisdiction of each Party relative to one another makes it beneficial to enter into this Agreement, enabling the exchange of mutual aid through law enforcement services and resources, and facilitating responses to ongoing multi-jurisdictional criminal activities.

3. AUTHORITY.

A. The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§ 11-951 *et seq.* and 13-3872, and their respective governing authorities.

B. If any tribal community requests AZCART assistance, consideration should be given to granting tribal peace officer authority to all assisting Parties for the duration of the Activation (defined below) within the applicable tribal jurisdiction if and when required.

4. TERM.

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

B. This Agreement may be administratively extended by each Party at the direction of their respective chief law enforcement officer and as authorized by their respective governing bodies, on or before the termination date, for an additional five-year period by notifying the other Parties in writing. Any Party which fails to do so by the termination date shall no longer be a Party to the Agreement.

5. STEERING COMMITTEE; COORDINATING AGENCIES.

A. Steering Committee.

(1) A steering committee is hereby established, and each Party shall have the right to appoint a representative to it (the "Steering Committee").

(2) The Steering Committee is led by the current State Coordinating Agency (defined below) and is tasked with meeting quarterly, either in person or virtually, at the discretion of the State Coordinating Agency, to discuss AZCART-related issues, gather feedback on current and past Activations, prepare quarterly training for Parties, and seek and select appropriate agencies for rotation as Branch Coordinating Agencies.

(3) The Steering Committee shall select, subject to final approval of the Parties' chief law enforcement officers, one lead coordinating agency (the "State Coordinating Agency"), and two branch (Northern and Southern) coordinating agencies (respectively, the "Northern Branch Coordinating Agency" and the "Southern Branch Coordinating Agency"), each selected on a rotating basis for a term of at least one year, which shall correspond with the effective date of this Agreement.

(4) If multiple Parties wish to become a Branch Coordinating Agency, the Steering Committee shall determine the outcome by majority vote during its designated fourth quarter meeting, with the current State Coordinating Agency serving as the tiebreaker if needed.

(5) If all replacement Branch Coordinating Agencies are not identified by the fourth quarter meeting, the current Coordinating Agency may choose to stay in place on a month-to-month basis until a replacement agency is found.

(6) If a Branch Coordinating Agency cannot be determined, then the Activation responsibilities of that Branch will fall back under the State Coordinating Agency until a replacement is found.

B. Coordinating Agencies; Coordinators.

(1) Each Coordinating Agency shall select and be led by its own individual Coordinator selected from within the Coordinating Agency.

(2) If a Coordinator is unable to complete their term due to retirement, resignation, change in primary assignment, promotion, or for any other reason, the Coordinating Agency shall name a replacement Coordinator to fulfill the remainder of the year term.

(3) Coordinators are responsible for coordinating ongoing training, meetings, or other necessary functions in support of AZCART's operational effectiveness.

(4) The State Coordinator is responsible for mediating any jurisdictional or Activation disputes between the Parties during an Activation. If such mediation fails, the issue shall be brought to the attention of the applicable AZCART chief law enforcement officers or their designees for appropriate resolution.

C. State Coordinating Agency.

(1) The State Coordinating Agency holds primary responsibility for U.S. Department of Justice certification, compliance, and reporting, and for ensuring compliance with intergovernmental agreements within Arizona.

(2) The State Coordinating Agency also holds primary responsibility for Activations in Maricopa, Yuma, Pinal, La Paz, Gila, Graham, and Greenlee Counties; for handling primary vetting of Activation requests to ensure criteria have been adequately met; and for providing oversight and support to any Northern or Southern Branch Activations.

D. Branch Coordinating Agencies.

(1) The Northern Branch Coordinating Agency falls under the responsibility and oversight of the State Coordinating Agency and holds primary responsibility for coordinating the response for Activations in Mohave, Coconino, Yavapai, Navajo, and Apache Counties.

(2) The Southern Branch Coordinating Agency falls under the responsibility and oversight of the State Coordinating Agency and holds primary responsibility for coordinating the response for Activations in Pima, Santa Cruz, and Cochise Counties.

6. ACTIVATION, PROCEDURES, AND RESOURCES.

A. Any Party or authorized representative may request AZCART "Activation." which can include but is not limited to any of the following:

(1) A Limited Team (Hasty Team) callout for the purposes of consulting with the primary jurisdiction.

(2) A branch-only callout for conducting a specific task.

(3) A Technical Team callout for cell tower analysis, foreign language translation, dedicated forensic interviews, specialized equipment, etc.

(4) A Full Team callout for neighborhood and roadside canvassing, criminal investigation assistance, lead management assistance, area searches, crime scene management assistance, intelligence gathering, etc.

B. The Party or its authorized representative requesting Activation must contact the Arizona Department of Public Safety Duty Office (**602-223-2212**) to connect with the State Coordinator or their designee to vet the Activation request.

C. The criteria for an Activation include one or more of the following: confirmed or suspected non-family child abduction; confirmed or suspected family or non-custodial parent abduction involving endangerment circumstances; or any other at-risk missing child investigation that requires an immediate response to protect the life or well-being of a child, as determined by the AZCART State Coordinator or their designee.

(1) Endangerment circumstances are defined as situations in which a child's life or well-being is perceived to be at risk due to violence or health conditions, or when the abducting party poses a potential threat of violence or is expected to otherwise endanger the child.

(2) At-risk factors can include but are not limited to any of the following: special needs due to a medical diagnosis or diagnosed behavioral condition; life-threatening health issues; medication or drug dependence; being 13 years old or younger (at risk of exploitation); signs consistent with sexual exploitation; or absence inconsistent with established patterns of behavior without explanation.

D. The Party with legal jurisdiction over the incident or investigation will remain as the lead agency for the duration of a particular Activation, with support from other Parties.

E. Each Party shall, to the best of its ability, designate at least one sworn law enforcement officer to be available, along with supporting equipment such as vehicles, to support an Activation.

F. Each Party shall designate a primary representative to participate in Activations, meetings, trainings, etc., and shall immediately inform the other Parties when such designations change. If a primary representative is not available, or as the situation dictates, a Party may provide officers not normally designated as representatives to support an Activation.

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

7. COSTS AND REIMBURSEMENT.

Each Party is responsible for its own costs incurred in implementing this Agreement, including, but not limited to, employee salaries, shift differentials, overtime compensation, benefits, vehicles, and equipment. 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. Under no circumstances shall any Party charge the other Parties any administrative fees for work performed under this Agreement.

8. MISCELLANEOUS.

A. Independent Authority and Judgment. Nothing within this Agreement shall be construed to limit the ability of the Parties to assist with or otherwise engage in law enforcement activities outside this Agreement. Except as otherwise provided by law, in the performance of this Agreement, the Parties act in their individual governmental capacities and not as agents, employees, or partners of the other Parties. The employees, agents, or subcontractors, of one party shall not be deemed or construed to be the employees, agents, or subcontractors of another Party. At all times relevant to the performance of this Agreement, each Party shall maintain an independent chain of command and exercise its own independent law enforcement judgement.

B. Non-Discrimination. Parties shall comply with all applicable provisions of state and federal nondiscrimination 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, tribal communities are subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

C. Indemnification. To the extent permitted under applicable laws, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liabilities, costs, or expenses (including reasonable attorney's fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by negligent act or omission or other fault of the Indemnitor, its officers, officials, agents, employees, or contractors. Failure of a Party to comply with the terms of this Agreement shall not provide the basis for any third-party action against any of the Parties.

D. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona, unless the subject matter of the dispute involves a tribal community, in which case venue shall be in the Federal District Court for the State of Arizona.

E. Disputes.

(1) The Parties shall make every effort to resolve all disputes arising out of or relating to this Agreement through arbitration after exhausting applicable administrative review to the extent required by law.

(2) If any legal action is brought by either Party to enforce any provision of this Agreement, the prevailing Party may recover from the other Party reasonable attorneys' fees and court costs in such amounts as allowed by the court.

F. Cancellation pursuant to A.R.S § 38-511. The Parties reserve all rights that each may have to cancel this Agreement pursuant to A.R.S. § 38-511.

G. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

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

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

J. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend

this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

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

L. E-Verify. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A). Failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement. All 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 this warranty, and to conduct random verifications of the employment records of any other Party to ensure compliance with this warranty. 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). The provisions of this section must be included in any contract any Party enters into with any contractors or subcontractors who provide services under this Agreement.

M. Notices. Any notice required to be given under this Agreement will be provided to all Parties, with notice directed to each Party's chief law enforcement and chief legal officers.

N. Non-Appropriation. Every payment obligation of each of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If a Party's funds are not appropriated, allocated, and available, or if the appropriation is changed by the legislature or other governing body, resulting in funds no longer being available for the continuance of that Party's participation in this Agreement, that Party may terminate its participation in this Agreement as of the end of the period for which funds are available by providing written notice in advance to the Parties. No liability shall accrue to the Party in question in the event this provision is exercised, and that Party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

O. Compliance with Laws. Each Party shall comply with all laws, rules, and regulations, as applicable, without limitation to those designated within this Agreement.

P. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of a Party, this Agreement will promptly be physically amended to make such insertion or correction.

(SIGNATURES FOLLOW)

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

City of Goodyear
Party

_____
Signature

_____
Bryan Langley

_____
City Manager

REVIEWED (Chief LEO):

_____
Signature

_____
Brian Issitt

_____
Chief of Police

ATTESTED:

_____
Signature

_____
Jasmine Pernicano

_____
City Clerk

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 Party identified above, with no representation as to the power or authority of any other Party**:**

_____
Signature

_____
Roric Massey

_____
City Attorney