

RESOLUTION NO. 26-33

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING THE CITY OF APACHE JUNCTION POLICE DEPARTMENT TO ENTER AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE EAST VALLEY CHILD ABDUCTION RESPONSE TEAM.

WHEREAS, the East Valley law enforcement agencies ("Agencies") desire to join together in a multi-jurisdictional effort for allocating resources to address missing/endangered children cases; and

WHEREAS, the multi-agency effort will be known collectively as the Arizona Children Abduction Response Team ("AZCART"); and

WHEREAS, the undersigned agencies have the authority to enter into agreements for joint cooperation and assistance for this goal pursuant to A.R.S. §§ 11-951, et seq. and 13-3872; and

WHEREAS, participation in AZCART will enhance mutual aid efforts in the form of law enforcement services and resources to respond to continuing, multi-jurisdictional criminal child abduction/endangerment activity; and

WHEREAS, this agreement does not supersede or take the place of any other agreement entered into by the various members of the AZCART and those agreements shall remain in full force and effect.

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, RESOLVE AS FOLLOWS:

1) The mayor is authorized to sign the agreement similar in form to Attachment A.

2) The police chief or his designee is authorized to take whatever steps are necessary to participate in AZCART.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS ____ DAY OF _____, 2026.

SIGNED AND ATTESTED TO THIS ____ DAY OF _____, 2026.

WALTER "CHIP" WILSON
Mayor

ATTEST:

YVETTE MCKINNEY
City Clerk

APPROVED AS TO FORM:

RICHARD J. STERN
City Attorney

ATTACHMENT A

**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.

1 **4. TERM.**

2
3 A. This Agreement shall become effective upon execution by the Parties and filing
4 with the appropriate County Recorder and shall remain in effect until June 30, 2030, unless
5 otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more
6 Parties to execute this Agreement shall not invalidate it as to those Parties who did execute this
7 Agreement. Any Party may withdraw from this Agreement with or without cause by giving thirty
8 calendar days' written notice to the other Parties.
9

10 B. This Agreement may be administratively extended by each Party at the direction of
11 their respective chief law enforcement officer and as authorized by their respective governing
12 bodies, on or before the termination date, for an additional five-year period by notifying the other
13 Parties in writing. Any Party which fails to do so by the termination date shall no longer be a Party
14 to the Agreement.
15

16 **5. STEERING COMMITTEE; COORDINATING AGENCIES.**

17
18 A. Steering Committee.
19

20 (1) A steering committee is hereby established, and each Party shall have the
21 right to appoint a representative to it (the "Steering Committee").
22

23 (2) The Steering Committee is led by the current State Coordinating Agency
24 (defined below) and is tasked with meeting quarterly, either in person or virtually, at the discretion
25 of the State Coordinating Agency, to discuss AZCART-related issues, gather feedback on current
26 and past Activations, prepare quarterly training for Parties, and seek and select appropriate
27 agencies for rotation as Branch Coordinating Agencies.
28

29 (3) The Steering Committee shall select, subject to final approval of the Parties'
30 chief law enforcement officers, one lead coordinating agency (the "State Coordinating Agency"),
31 and two branch (Northern and Southern) coordinating agencies (respectively, the "Northern
32 Branch Coordinating Agency" and the "Southern Branch Coordinating Agency"), each selected on
33 a rotating basis for a term of at least one year, which shall correspond with the effective date of
34 this Agreement.
35

36 (4) If multiple Parties wish to become a Branch Coordinating Agency, the
37 Steering Committee shall determine the outcome by majority vote during its designated fourth
38 quarter meeting, with the current State Coordinating Agency serving as the tiebreaker if needed.
39

40 (5) If all replacement Branch Coordinating Agencies are not identified by the
41 fourth quarter meeting, the current Coordinating Agency may choose to stay in place on a month-
42 to-month basis until a replacement agency is found.
43

1 (6) If a Branch Coordinating Agency cannot be determined, then the Activation
2 responsibilities of that Branch will fall back under the State Coordinating Agency until a
3 replacement is found.
4

5 B. Coordinating Agencies; Coordinators.
6

7 (1) Each Coordinating Agency shall select and be led by its own individual
8 Coordinator selected from within the Coordinating Agency.
9

10 (2) If a Coordinator is unable to complete their term due to retirement,
11 resignation, change in primary assignment, promotion, or for any other reason, the Coordinating
12 Agency shall name a replacement Coordinator to fulfill the remainder of the year term.
13

14 (3) Coordinators are responsible for coordinating ongoing training, meetings,
15 or other necessary functions in support of AZCART's operational effectiveness.
16

17 (4) The State Coordinator is responsible for mediating any jurisdictional or
18 Activation disputes between the Parties during an Activation. If such mediation fails, the issue
19 shall be brought to the attention of the applicable AZCART chief law enforcement officers or their
20 designees for appropriate resolution.
21

22 C. State Coordinating Agency.
23

24 (1) The State Coordinating Agency holds primary responsibility for U.S.
25 Department of Justice certification, compliance, and reporting, and for ensuring compliance with
26 intergovernmental agreements within Arizona.
27

28 (2) The State Coordinating Agency also holds primary responsibility for
29 Activations in Maricopa, Yuma, Pinal, La Paz, Gila, Graham, and Greenlee Counties; for handling
30 primary vetting of Activation requests to ensure criteria have been adequately met; and for
31 providing oversight and support to any Northern or Southern Branch Activations.
32

33 D. Branch Coordinating Agencies.
34

35 (1) The Northern Branch Coordinating Agency falls under the responsibility
36 and oversight of the State Coordinating Agency and holds primary responsibility for coordinating
37 the response for Activations in Mohave, Coconino, Yavapai, Navajo, and Apache Counties.
38

39 (2) The Southern Branch Coordinating Agency falls under the responsibility
40 and oversight of the State Coordinating Agency and holds primary responsibility for coordinating
41 the response for Activations in Pima, Santa Cruz, and Cochise Counties.
42

1 **6. ACTIVATION, PROCEDURES, AND RESOURCES.**

2
3 A. Any Party or authorized representative may request AZCART “Activation.” which
4 can include but is not limited to any of the following:

5
6 (1) A Limited Team (Hasty Team) callout for the purposes of consulting with
7 the primary jurisdiction.

8
9 (2) A branch-only callout for conducting a specific task.

10
11 (3) A Technical Team callout for cell tower analysis, foreign language
12 translation, dedicated forensic interviews, specialized equipment, etc.

13
14 (4) A Full Team callout for neighborhood and roadside canvassing, criminal
15 investigation assistance, lead management assistance, area searches, crime scene management
16 assistance, intelligence gathering, etc.

17
18 B. The Party or its authorized representative requesting Activation must contact the
19 Arizona Department of Public Safety Duty Office (602-223-2212) to connect with the State
20 Coordinator or their designee to vet the Activation request.

21
22 C. The criteria for an Activation include one or more of the following: confirmed or
23 suspected non-family child abduction; confirmed or suspected family or non-custodial parent
24 abduction involving endangerment circumstances; or any other at-risk missing child investigation
25 that requires an immediate response to protect the life or well-being of a child, as determined by
26 the AZCART State Coordinator or their designee.

27
28 (1) Endangerment circumstances are defined as situations in which a child’s life
29 or well-being is perceived to be at risk due to violence or health conditions, or when the abducting
30 party poses a potential threat of violence or is expected to otherwise endanger the child.

31
32 (2) At-risk factors can include but are not limited to any of the following:
33 special needs due to a medical diagnosis or diagnosed behavioral condition; life-threatening health
34 issues; medication or drug dependence; being 13 years old or younger (at risk of exploitation);
35 signs consistent with sexual exploitation; or absence inconsistent with established patterns of
36 behavior without explanation.

37
38 D. The Party with legal jurisdiction over the incident or investigation will remain as
39 the lead agency for the duration of a particular Activation, with support from other Parties.

40
41 E. Each Party shall, to the best of its ability, designate at least one sworn law
42 enforcement officer to be available, along with supporting equipment such as vehicles, to support
43 an Activation.
44

1 F. Each Party shall designate a primary representative to participate in Activations,
2 meetings, trainings, etc., and shall immediately inform the other Parties when such designations
3 change. If a primary representative is not available, or as the situation dictates, a Party may provide
4 officers not normally designated as representatives to support an Activation.
5

6 G. Each Party shall have the sole discretion to determine how many and how long any
7 of its personnel or resources will be assigned in support of an Activation.
8

9 **7. COSTS AND REIMBURSEMENT.**

10
11 Each Party is responsible for its own costs incurred in implementing this Agreement, including,
12 but not limited to, employee salaries, shift differentials, overtime compensation, benefits, vehicles,
13 and equipment. If any Party receives grant funds designated for the Arizona Child Abduction
14 Response Team, some or all of these expenses may be reimbursed to the Parties. Under no
15 circumstances shall any Party charge the other Parties any administrative fees for work performed
16 under this Agreement.
17

18 **8. MISCELLANEOUS.**

19
20 A. Independent Authority and Judgment. Nothing within this Agreement shall be
21 construed to limit the ability of the Parties to assist with or otherwise engage in law enforcement
22 activities outside this Agreement. Except as otherwise provided by law, in the performance of this
23 Agreement, the Parties act in their individual governmental capacities and not as agents,
24 employees, or partners of the other Parties. The employees, agents, or subcontractors, of one party
25 shall not be deemed or construed to be the employees, agents, or subcontractors of another Party.
26 At all times relevant to the performance of this Agreement, each Party shall maintain an
27 independent chain of command and exercise its own independent law enforcement judgement.
28

29 B. Non-Discrimination. Parties shall comply with all applicable provisions of state and
30 federal nondiscrimination laws and regulations, including, but not limited to, that all persons,
31 regardless of race, color, religion, sex, age, marital status, sexual orientation, gender identification
32 or expression, genetic characteristics, familial status, national origin or political affiliation, U.S.
33 military veteran status, or disability, shall have equal access to employment opportunities and all
34 other federal and state employment and educational opportunity laws, rules, and regulations,
35 including the Americans with Disabilities Act; provided however, tribal communities are subject
36 to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.
37

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

1
2 D. Governing Law; Venue. This Agreement shall be governed by the laws of the State
3 of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa
4 County, Arizona, unless the subject matter of the dispute involves a tribal community, in which
5 case venue shall be in the Federal District Court for the State of Arizona.
6

7 E. Disputes.
8

9 (1) The Parties shall make every effort to resolve all disputes arising out of or
10 relating to this Agreement through arbitration after exhausting applicable administrative review to
11 the extent required by law.
12

13 (2) If any legal action is brought by either Party to enforce any provision of this
14 Agreement, the prevailing Party may recover from the other Party reasonable attorneys' fees and
15 court costs in such amounts as allowed by the court.
16

17 F. Cancellation pursuant to A.R.S. § 38-511. The Parties reserve all rights that each
18 may have to cancel this Agreement pursuant to A.R.S. § 38-511.
19

20 G. Counterparts. This Agreement may be executed simultaneously or in counterparts,
21 each of which constitutes an original, but all of which together constitute one and the same
22 agreement. Neither a signature for every Party nor a signature line shall be required in each
23 counterpart except that on a counterpart being brought forward by a Party to its legislative body or
24 equivalent for approval, that particular counterpart shall have to be signed and executed in
25 accordance with that Party's practice. The signature pages from one or more counterparts may be
26 removed from such counterparts and attached to a single instrument so that the signatures of all
27 Parties may be physically attached to a single document.
28

29 H. Worker's Compensation. Pursuant to A.R.S. § 23-1022(D), for the purposes of
30 worker's compensation coverage, an employee of a public agency who works under the
31 jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant
32 to a specific intergovernmental agreement or contract entered into between the public agencies
33 pursuant to A.R.S. § 11-952, is deemed to be an employee of both public agencies for the purposes
34 of this section. The primary employer shall be solely liable for the payment of workers'
35 compensation benefits for the purposes of this section.
36

37 I. Severability. In the event that any provision of this Agreement shall be held invalid
38 or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity
39 or enforceability of any other provision hereof.
40

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

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

3
4 K. Recording. This Agreement shall be recorded with the appropriate County Recorder
5 as described above upon its execution, and a copy shall be forwarded to each Party.

6
7 L. E-Verify. To the extent applicable under A.R.S. § 41-4401, each Party warrants
8 compliance with all federal immigration laws and regulations that relate to their employees and
9 their compliance with the E-Verify requirements under A.R.S. § 23-214(A). Failure to comply with
10 such warranty shall be deemed a material breach of this Agreement and may result in the
11 termination of this Agreement. All Parties retain the legal right to inspect the papers of any
12 employee who works pursuant to this Agreement or any related subcontract to ensure compliance
13 with this warranty, and to conduct random verifications of the employment records of any other
14 Party to ensure compliance with this warranty. A Party will not be considered in material breach
15 of this Agreement if it establishes that it has complied with the employment verification provisions
16 prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the
17 E-Verify requirements prescribed by A.R.S. §23-214(A). The provisions of this section must be
18 included in any contract any Party enters into with any contractors or subcontractors who provide
19 services under this Agreement.

20
21 M. Notices. Any notice required to be given under this Agreement will be provided to
22 all Parties, with notice directed to each Party's chief law enforcement and chief legal officers.

23
24 N. Non-Appropriation. Every payment obligation of each of the Parties under this
25 Agreement is conditioned upon the availability of funds appropriated and allocated for the payment
26 of such obligation. If a Party's funds are not appropriated, allocated, and available, or if the
27 appropriation is changed by the legislature or other governing body, resulting in funds no longer
28 being available for the continuance of that Party's participation in this Agreement, that Party may
29 terminate its participation in this Agreement as of the end of the period for which funds are
30 available by providing written notice in advance to the Parties. No liability shall accrue to the Party
31 in question in the event this provision is exercised, and that Party shall not be obligated or liable
32 for any future payments or for any damages as a result of termination under this paragraph.

33
34 O. Compliance with Laws. Each Party shall comply with all laws, rules, and
35 regulations, as applicable, without limitation to those designated within this Agreement.

36
37 P. Provisions Required by Law. Each and every provision of law and any clause
38 required by law to be in this Agreement will be read and enforced as though it were included herein
39 and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted,
40 then upon the application of a Party, this Agreement will promptly be physically amended to make
41 such insertion or correction.

42
43 (SIGNATURES FOLLOW)
44

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

2 _____.

3
4
5 _____
6 Party

7 _____
8 Signature

9 _____
10 Name

11 _____
12 Title

13 **REVIEWED (Chief LEO):**

14 _____
15 Signature

16 _____
17 Name

18 _____
19 Title

20 **ATTESTED:**

21 _____
22 Signature

23 _____
24 Name

25 _____
26 Title

27
28
29
30 In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who
31 determined that this Agreement is in appropriate form and is within the powers and authority of
32 the Party identified above, with no representation as to the power or authority of any other Party:

33
34 _____
35 Signature

36 _____
37 Name

38 _____
39 Title