



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 04/04/17

or Procurement Director Award []

Contractor/Vendor Name (DBA): Federal Bureau of Investigation

Project Title/Description:

Creation of and participation in the Arizona Child Abduction Response Team

Purpose:

Creation of and participation in the Arizona Child Abduction Response Team

Procurement Method:

Intergovernmental Agreement

Program Goals/Predicted Outcomes:

To create a Arizona Child Abduction Response Team (CART)

Public Benefit:

To provide specialized investigators which are available to focus dedicated and intensive investigative, preventative and law enforcement efforts primarily with regard to cases involving abducted children.

Metrics Available to Measure Performance:

N/A

Retroactive:

Original Information

Document Type: CT Department Code: SD Contract Number (i.e.,15-123): 17*297

Effective Date: 4/4/17 Termination Date: 7/1/20 Prior Contract Number (Synergen/CMS):

[] Expense Amount: \$ [] Revenue Amount: \$

Funding Source(s):

Cost to Pima County General Fund:

Contract is fully or partially funded with Federal Funds? [] Yes [x] No [] Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? [] Yes [x] No [] Not Applicable to Grant Awards

Vendor is using a Social Security Number? [] Yes [x] No [] Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: Department Code: Contract Number (i.e.,15-123):

Amendment No.: AMS Version No.:

Effective Date: New Termination Date:

[] Expense [] Revenue [] Increase [] Decrease Amount This Amendment: \$

Funding Source(s):

Cost to Pima County General Fund:

Handwritten notes: To: COB- 3-13 17 - (1) ver. - 1 Pgs. - 6

Procure Dept 03/09/17 PM 12:14

Contact: Bonnie Schaeffer

Department: Sheriff

Telephone: 351-6374

Department Director Signature/Date:

Julia Riley 3/9/2017

Deputy County Administrator Signature/Date:

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

C. DeLubiano 3/10/17

**INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION OF AND 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 among the Town of Oro Valley, the Town of Marana, the Town of Sahuarita, the City of Tucson, the City of Sierra Vista, Pima County on behalf of the Sheriff's Department and the Federal Bureau of Investigation. The aforementioned agencies shall herein after be known collectively as the Arizona Child Abduction Response Team (CART) and any other public agencies, as that term is defined in A.R.S. § 11-951, which after invitation by the CART chiefs, comply with the provisions of A.R.S. §§ 11-951 *et seq.*, and files an authorizing document with the County Recorder in the County in which the agency is located in that references this Agreement. A public agency shall become a Party to this Agreement as of the date that agency files with the appropriate County Recorder, notwithstanding that A.R.S. §§ 11-951 *et seq.*, no longer requires such recording. Each CART agency shall provide a copy of its fully executed agreement to every other member agency. In addition to the above, all members to this Agreement may also be collectively known as or referred to as the "Parties".

I. PURPOSE

The purpose of this Agreement is to create an Arizona Child Abduction Response Team (CART). The primary goal of CART is to provide a pool of specialized investigators which are available to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to cases involving abducted children. CART agencies may request and render law enforcement assistance from other CART agencies in dealing with serious violations or 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 state and federal forfeiture options, as appropriate).

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

II. AUTHORITY

- 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 tribe that is party to this Agreement requests CART assistance, all assisting CART members shall be granted tribal peace officer

authority for the duration of the CART activation within the applicable tribal jurisdiction.

III. ACTIVATION, PROCEDURES AND RESOURCES

- A. Any Party to this Agreement may request activation of CART. It shall be the responsibility of the Party requesting activation to contact assigned team leaders via the law enforcement communications center of each Party.
- B. The Party that has jurisdiction over the incident or investigation will remain as the lead agency during the duration of a particular CART activation with support from CART agencies.
- C. Two CART Leaders will be selected by the CART members subject to final approval of the chief of law enforcement officers (chiefs) of the CART agencies on a rotating basis for a term of at least one (1) year, which shall correspond with the effective date of the Agreement. In the event that a team leader is unable to complete his or her term due to resignation from his or her agency or for any other reason, the CART members shall appoint a replacement subject to final approval of the chiefs.
- D. The CART Leaders or designees will be responsible for coordinating on-going training meetings or other necessary supporting functions in support of the operational effectiveness of CART. Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a CART activation. In the event such mediation fails, the issue shall be brought to the attention of the CART chiefs for appropriate resolution.
- E. Each Party shall, to the best of its ability, make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any CART activation. Each Party shall designate a primary CART member to participate in activations, meetings, trainings, etc. Each Party shall immediately inform other CART agencies when such designations change. In the event a primary CART member is not available or as the situation dictates, a CART agency may provide officers not normally designated as CART members in support of a CART activation.
- F. Each Party shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a CART activation.

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 employees' salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the Arizona

Child Abduction Response, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge any other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. NONDISCRIMINATION

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 Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, religion, sex, age, national origin, or political affiliation shall have equal access to employment opportunities and all other federal and state employment and education opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, a Native American Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

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

VII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in Pima County Superior Court unless the subject matter of the dispute involved a Native American Community, then the venue shall be in Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

VIII. DURATION AND CANCELLATION OF AGREEMENT

- A. This Agreement shall become effective upon execution by the Parties hereto and filing with the appropriate County Recorder and shall remain in effect until July 1, 2020, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

- B. This Agreement may be administratively extended by each Party at the direction of the chief law enforcement officer for each Party on or before the Termination date for a period of an additional five years by notifying the other Parties in writing. Any Party which fails to do so by the Termination date listed above shall no longer be a Party to the Agreement.

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

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

X. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. 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 the Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XI. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits.

XII. OTHER PROVISIONS

- A. 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.
- B. 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.
- C. 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.

- D. Pursuant to A.R.S. §§35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§35-391 and 35-393, in either Sudan or Iran.
- E. Nothing within this Agreement shall be construed to limit the ability of participating Arizona Child Abduction Response Team members to provide or as otherwise allowed for by law, 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 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. The CART leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on ____ day of _____, 20 ____.


PIMA COUNTY:

ATTEST:

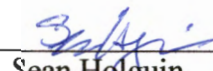
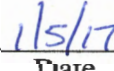
Sharon Bronson, Chair Date
Board of Supervisors

Robin Brigode Date
Clerk of the Board

**APPROVED AS TO FORM AND
LEGAL
AUTHORITY**



Mark D. Napier Date
Sheriff of Pima County

Sean Holguin Date
Deputy County Attorney, Pima
County