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OCT 27 2011



**Chandler • Arizona**  
*Where Values Make The Difference*

MEMO TO: Mayor and City Council

THRU: Rich Dlugas, City Manager *RD*  
Sherry Kiyler, Police Chief *SK*

FROM: Paul Meissner, Assistant City Attorney *PM*

SUBJECT: Resolution No. 4543 - Mutual Aid Agreement Between the City of Chandler and Gila River Indian Community

DATE: October 18, 2011

RECOMMENDATION: Staff recommends approval of Resolution No. 4543 authorizing a Mutual Aid Agreement between the City of Chandler and the Gila River Indian Community (“Parties”) for dispatching police services during an emergency situation or when requested by either Party.

BACKGROUND: The City of Chandler and the Gila River Indian Community have historically entered into Mutual Aid Agreements to provide police services to assist and aid each other during emergency situations or when situations arise necessitating such services. Each Party will provide these services when requested unless the requests conflict with the then present duties, resources or general orders. This agreement is for a three year term, retroactive to June 15, 2011.

PROPOSED MOTION: Move to approve Resolution No. 4543 authorizing a Mutual Aid Agreement between the City of Chandler and the Gila River Indian Community (“Parties”) for dispatching police services during an emergency situation or when requested by either Party.

pm/rl

Attachment

RESOLUTION NO. 4543

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE A MUTUAL AID AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE GILA RIVER INDIAN COMMUNITY FOR DISPATCHING MUTUAL AID ASSISTANCE DURING AN EMERGENCY OR AS REQUESTED.

WHEREAS, the City of Chandler and the Gila River Indian Community ("Parties") wish to enter into a Mutual Aid Agreement for dispatching police services during an emergency situation or when requested by either Party; and

WHEREAS, it is to the mutual benefit of the Parties that they enter into such an Agreement for mutual protection of their citizens and provide assistance to effectively allocate law enforcement services; and

WHEREAS, the Parties voluntarily agree to aid and assist each other when appropriate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

- Section 1. That the City Council hereby approves the Mutual Aid Agreement Between the City of Chandler and the Gila River Indian Community for dispatching mutual aid assistance during an emergency or as requested by either Party.
- Section 2. That the Mayor is hereby authorized to execute the Mutual Aid Agreement on behalf of the City of Chandler.
- Section 3. That the various City officers and employees be and they are hereby authorized and directed to perform all acts as are necessary to give effect to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

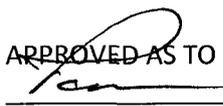
\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4543 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at the regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2011, and that a quorum was present thereat.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
CITY CLERK

**MUTUAL AID AGREEMENT  
BETWEEN THE CITY OF CHANDLER  
AND  
THE GILA RIVER INDIAN COMMUNITY**

THIS AGREEMENT, entered into as of the 15th day of June, 2011, between the Gila River Indian Community a federally recognized Indian sovereign nation, acting through the Gila River Police Department, hereinafter referred to as the "Community" and the City of Chandler, a municipality incorporated under the laws of the State of Arizona, acting through the Chandler Police Department, hereinafter referred to as "Chandler". The Community and Chandler shall be collectively referred to as the Parties.

WHEREAS, it is to the mutual benefit of the Parties that they enter into an Agreement for mutual protection of its citizens and provide assistance to effectively allocate law enforcement services; and

WHEREAS, the Parties voluntarily agree to aid and assist each other when appropriate;  
and

WHEREAS, the Parties recognize that this Agreement does not constitute a waiver of State or Tribal sovereignty.

NOW, THEREFORE, pursuant to A.R.S. §11-951, et seq., and A.R.S. § 13-3872, and the Community Council, by virtue of and pursuant to Article XV, Section 1 (a) (9) of the Constitution and Bylaws of the Gila River Indian Community, to promote and protect the health, peace, morals, education and general welfare of the Community and its members and Community Council Resolution GR-78-11, do hereby enter into this Agreement to more efficiently and economically facilitate and provide for the protection of the citizens of the State and the Community, and for the protection of the law enforcement officers subject to this Agreement.

NOW, THEREFORE, it is mutually agreed by the Parties:

1. That this Agreement shall commence on June 15, 2011, for a period of three (3) years, Chandler and the Community agree to cooperate and assist each other when designated law enforcement officers employed by either party request assistance, when said request for assistance does not conflict with the requested officers duties and resources.

2. Chandler, through its designated and employed officers, agrees to assist and aid the designated and employed officers of the Community when requested and the Community, through its duly designated and employed officers, agrees to assist and aid Chandler designated and employed officers when requested. Such assistance will be provided unless requests for assistance conflict with then present duties, resources, or general orders.

3. That upon a duly authorized request of a Community's officer for assistance, the Chandler officer(s) will assist the Community's officer(s) in enforcement of the Law and Order Code of the Gila River Indian Community. Responding Chandler officer(s) recognize that the Community's officer will be the officer in charge when they respond to provide aid and assistance within the exterior boundaries of the Gila River Indian Reservation (Reservation). Chandler officers requested by a Community officer to render assistance, or who enter onto the Reservation while engaged in the "HOT PURSUIT" of a fleeing suspect of an alleged offense that occurred within the Reservation may detain, but shall not remove a Native American from the Reservation. Chandler will not be expected to violate its currently existing general order regarding Chandler's pursuit policy (attachment A). Detained Native American individuals will be turned over to the responding officers of the Community.

4. That upon a duly authorized request of a Chandler officer for assistance, the Community's officer(s) will assist the Chandler officer(s) in enforcement of the law relating to all crimes of the State of Arizona as set out in Arizona Revised Statutes. Responding Community police officers recognize that Chandler officers will be the officers in charge when they respond to provide aid and assistance within the exterior boundaries of the City of Chandler.

5. Chandler officers and the Community's officers may also provide assistance to each other when there is a duly authorized request in non-criminal incidents and accidents where a response does not conflict with their present duties and resources.

6. The Community agrees to hire and pay the entire salary of the duly commissioned officers of the Gila River Police Department without compensation from Chandler, and Chandler agrees to hire and pay the salaries of the duly commissioned officers of Chandler without compensation from the Community, in the exercise of any and all of the provisions of this Agreement. Nothing contained in this Agreement shall be construed or constructed as an employment contract of or for individual officers of the Community or Chandler.

~~7. Each party shall be responsible and liable for damages caused by its employees under this Agreement when said employees are acting within the scope of their employment. Each party shall hold the other party harmless for liability caused by its employees. Each party shall have the right of contribution against the other to the extent of the liability caused by the others' employees in activities creating joint liability. Officers of the assisting party shall not be considered employees of the requesting party.~~

8. In rendering mutual law enforcement assistance, each party shall be responsible for the provision and maintenance of its own equipment, materials and supplies except in cases of emergency wherein it appears to the officers involved that the sharing or use of equipment, materials or supplies is necessary or proper.

9. After occurrences in which mutual assistance was given, each party shall exchange with the other party all reports arising out of such occurrence when requested by the other party; provided that nothing in this section shall be interpreted to waive, limit, or remove the duty of confidentiality imposed or allowed by law as to such reports or the contents thereof. Reports generated pursuant to mutual aid between the agencies remain the records of the respective

agencies and any public records requests shall be the responsibility of the agency creating the record.

10. Each party shall within its lawful methods of financing establish and provide for payment of the costs and expenses of performance of its obligations undertaken pursuant to this Agreement and no taxable event shall arise from this Agreement. Each party will pay its own incurred overtime and expenses associated with officers working an occurrence or traveling to testify or testifying. It is also contemplated that the Chief Law Enforcement Officer for each party shall direct and require his/her officers to travel and testify, under subpoena, to the court with jurisdiction over the occurrence.

11. For the purposes of worker's compensation, an employee of a party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular Mutual Aid Agreement, shall be deemed to be an employee of the party who is his primary employer and of the party under whose jurisdiction and control he is then working as provided in A.R.S. § 23-1022(D) and the primary employer party of such an employee shall be solely liable for payment of worker's compensation benefits for the purpose of this section.

12. The parties to this Agreement note that the applicability of federal and tribal laws in "Indian Country" may depend on whether the subject or the victim is Native American, and that state law has been held generally to be inapplicable to Native Americans in Indian Country; and the parties agree that nothing in this Agreement makes any law applicable to a certain person or certain conduct where it would not otherwise be applicable.

13. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity, and is not intended to impair, limit, or affect the status of any party or its sovereignty. Further, it is not the intent of this Agreement to create, and nothing contained in this Agreement shall create, any partnership, joint venture or similar arrangement by the Parties.

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14. This Agreement may be canceled or terminated by either party with thirty (30) days written notice by registered or certified mail. Notices are to be mailed to the following:

**Sherry Kiyler**  
Chief of Police  
City of Chandler  
P.O. Box 4008, mail stop 303  
Chandler, AZ 85244-4008

**Derek Arnson**  
Chief of Police  
Gila River Police Department  
669 W. Seed Farm Rd.  
Sacaton, AZ 85147

15. This Agreement shall become effective ten (10) days after the approval of each Party's duly authorized designated officials.

GILA RIVER INDIAN COMMUNITY

CITY OF CHANDLER

By \_\_\_\_\_  
William Rhodes                      Date  
Governor  
Gila River Indian Community

\_\_\_\_\_  
Rich Dlugas  
City Manager  
City of Chandler

By \_\_\_\_\_  
Derek Arnson                      Date  
Chief of Police  
Gila River Indian Community

\_\_\_\_\_  
Sherry Kiyler  
Chief of Police  
City of Chandler

By \_\_\_\_\_  
Linus Everling                      Date  
General Counsel

ATTEST:

By \_\_\_\_\_  
City Clerk                      Date

By  \_\_\_\_\_  
City Attorney                      Date