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MAY 14 2015



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

**MEMORANDUM Police Department - Council Memo No. 2015-048**

**DATE:** APRIL 30, 2015

**TO:** MAYOR AND COUNCIL

**THRU:** RICH DLUGAS, CITY MANAGER *RD*  
MARSHA REED, ASSISTANT CITY MANAGER *MR*

**FROM:** SEAN DUGGAN, CHIEF OF POLICE *SD*

**SUBJECT:** RESOLUTION NO. 4859 AUTHORIZING A MUTUAL AID AGREEMENT WITH THE GILA RIVER INDIAN COMMUNITY FOR DISPATCHING POLICE SERVICES DURING AN EMERGENCY SITUATION OR WHEN REQUESTED BY EITHER PARTY

**RECOMMENDATION:** Staff recommends City Council adopt Resolution No. 4859 authorizing a Mutual Aid Agreement with the Gila River Indian Community for dispatching police services during an emergency situation or when requested by either party, and authorizing the Mayor to sign and execute said agreement.

**BACKGROUND/DISCUSSION:** The City of Chandler and the Gila River Indian Community entered into a Mutual Aid Agreement on June 15, 2011, to provide police services to assist and aid each other during emergency situations or when situations arise necessitating such services. The original agreement expired on November 9, 2014. Under the new agreement, each party will provide these services when requested unless the requests conflict with the then present duties, resources, or general orders. This agreement shall be effective upon execution by both Parties and shall expire on January 1, 2025.

**FINANCIAL IMPLICATIONS:** The City of Chandler and the Gila River Indian Community will absorb their own costs associated with this agreement.

**PROPOSED MOTION:** Move City Council adopt Resolution No. 4859 authorizing a Mutual Aid Agreement with the Gila River Indian Community for dispatching police services during an emergency situation or when requested by either party, and authorizing the Mayor to sign and execute said agreement.

Attachments: Resolution No. 4859  
Copy of Mutual Aid Agreement

cc: Kay Bigelow, City Attorney

RESOLUTION NO. 4859

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 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, that the Mayor is authorized to sign and execute the Mutual Aid Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this \_\_\_ day of \_\_\_\_\_ 2015.

ATTEST:

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

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



CERTIFICATION:

I HEREBY CERTIFY that the above and foregoing Resolution No. 4859 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at the regular meeting held on the \_\_\_ day of \_\_\_\_\_ 2015, and that a quorum was present thereat.

\_\_\_\_\_  
City Clerk

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

THIS MUTUAL AID AGREEMENT (“Agreement”), entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, between 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,” and the Gila River Indian Community a federally recognized Indian sovereign nation, acting through the Gila River Police Department, hereinafter referred to as the “Community.” The Community and Chandler shall be collectively referred to as the Parties.

WHEREAS, Chandler is authorized to enter into this Agreement pursuant to A.R.S. § 11-952, A.R.S. § 13-3872; and

WHEREAS, the Community’s governing body is the Gila River Indian Community Council (“Community Council”). And the Community Council is empowered pursuant to Article XV, Sec. 1(a)(1) of the Constitution and Bylaws of the Gila River Indian Community (approved March 17, 1960) (“Constitution”) to enter into this Agreement on behalf of the Gila River Indian Community; and

WHEREAS, the Community Council is further empowered pursuant to Article XV, Sec. 1(a)(17) of the Community’s Constitution to establish a police force and define the powers and duties thereof; and

WHEREAS, both Parties employ Arizona POST certified peace officers and are authorized by A.R.S. § 13-3871 through 13-3874, to enter into this Agreement; and

WHEREAS, Chandler and the Community have a long history of cooperation involving law enforcement; and

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, it is mutually agreed by the Parties:

**1. EMERGENCY AND SPECIALTY LAW ENFORCEMENT MUTUAL AID:**

1.1. 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.

1.2. 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 Chandler 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.

1.3. 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.

1.4. 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.

1.5. 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 Party creating the record.

2. **AUTHORITY:** The provisions of A.R.S. § 13-3872 shall apply to the Parties' peace officers operating pursuant to this Agreement. Arizona POST certified Chandler police officers have the authority of state peace officers pursuant to Arizona law and shall also have the authority of Gila River Indian Community tribal peace officers when responding to requests for assistance by the Community Police Department to incidents occurring within the boundaries of the Reservation. Arizona POST certified Community police officers have the authority of state peace officers pursuant to A.R.S. § 13-3874 and shall also have the authority granted by A.R.S. § 13-3871(1) when responding to requests for assistance by the Chandler Police Department to incidents occurring within the boundaries of Chandler. Nothing in this section shall be construed to limit in any way, the authority of either Party's police officers within their primary or home jurisdiction.

3. **TERM:** This Agreement shall be effective upon execution of the agreement by both Parties, and shall expire on January 1, 2025.

4. **TERMINATION:** Either Party may terminate this Agreement upon sixty (60) days' prior written notice by registered and/or certified mail or personal delivery to the other Party.

5. **COSTS:**

5.1. Each Party shall absorb its own costs in support of this Agreement. 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.

5.2. Nothing contained in this Agreement shall be construed or constructed as an employment contract of or for individual officers of the Community or Chandler.

5.3. 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.

5.4. 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.

5.5. Each Party will pay its own incurred overtime and expenses associated with officers working an occurrence or traveling to testify or testifying, unless provided for in a separate agreement. 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.

6. **INDEMNIFICATION:** Each Party shall be responsible and liable (hereinafter referred to as the "Indemnifying Party) for damages, costs, and defense of the Party not at fault (hereinafter the "Indemnified Party") caused by its elected or appointed officials, officers, agents or employees ("Indemnifying Party's Employees") under this Agreement when said Indemnifying Party's Employees are acting within the scope of their employment. The Indemnifying Party shall hold the Indemnified Party harmless for liability caused, in whole or in part, by its Indemnifying Party's Employees. The Indemnified Party shall have the right of contribution against the Indemnifying Party to the extent of the liability caused by the Indemnifying Party's Employees in activities creating joint liability. Officers of the assisting Party shall not be considered employees of the requesting Party. Nothing herein shall be construed as a waiver of either Party's sovereign immunity.

7. **ENTIRE UNDERSTANDING:**

7.1. This Agreement embodies the entire understanding between the Parties with respect to this subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, inducements, and conditions, express or implied, oral or written, except as

herein contained. This Agreement may not be modified or amended other than by an Agreement in writing, signed by both Parties.

7.2. 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 understand that nothing in this Agreement makes any law applicable to a certain person or certain conduct where it would not otherwise be applicable.

8. SEVERABILITY: The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

9. SOVEREIGN IMMUNITY: 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.

10. NOTICES: All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail addressed as follows:

**City of Chandler**

Sean Duggan  
Chief of Police  
City of Chandler  
P.O. Box 4008, Mail Stop 303  
Chandler, AZ 85244-4008

With a copy that shall not constitute notice to:  
Chandler Police Department Legal Advisor Unit  
Attn: Thomas A. Zaworski, Assistant Chandler City Attorney  
Post Office Box 4008, Mail Stop 602  
Chandler, AZ 85225-4008

**Gila River Indian Community**

Attn: Stephen R. Lewis, Governor  
Post Office Box 97  
Sacaton, Arizona 85147

With a copy that shall not constitute notice to:  
Gila River Indian Community  
Office of General Counsel  
Post Office Box 97  
Sacaton, Arizona 85147

With a copy that shall not constitute notice to:  
Gila River Indian Community Police Department  
Attn: Chief Kathleen Kirkham  
Post Office Box 2186  
Sacaton, Arizona 85147

#### 11. INSURANCE - GENERAL REQUIREMENTS:

11.1 At the same time as execution of this Agreement, each Party shall furnish each other with a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms in conformance with this Agreement, provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Worker's Compensation coverage.

11.2 Each Party shall procure and maintain, until all of their obligations under this Agreement have been discharged, the insurances set forth below.

11.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

11.4 The Parties in no way warrant to each other that the minimum insurance limits contained in this Agreement are sufficient to protect themselves from liabilities that might arise out of the performance of the obligations under this Agreement, and each is free to purchase any additional insurance as may be determined necessary.

11.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve each Party from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

12. MINIMUM SCOPE AND LIMITS OF INSURANCE: Each Party shall provide coverage with limits of liability not less than those stated below.

12.1 General Liability-Occurrence Form. Each Party must maintain "occurrence" form General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for independent contractors, personal injury, and property damage. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

12.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles. Each Party must maintain Automobile Liability insurance with a limit of \$1,000,000 each accident on each Party's owned, hired, and non-owned vehicles assigned to or used in the performance of the each Party's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow

form” equal or broader in coverage scope than underlying insurance.

### 12.3 WORKERS’ COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

12.3.1 For the purposes of workers’ 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 Agreement, shall be deemed to be an employee of both Parties 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 workers’ compensation benefits for the purpose of this section.

12.3.2 Each Party must maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the each Party’s employees engaged in the performance of work or services under this Agreement and must also maintain Employers’ Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

### 13. ADDITIONAL POLICY PROVISIONS REQUIRED:

13.1 Self-Insured Retentions or Deductibles. Any self-insured retentions and deductibles must be declared.

13.2 Each Party as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

13.3 The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The Indemnified Party, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Indemnifying Party, including the Indemnified Party's general supervision of the Indemnifying Party’s employees and the Indemnified Party’s automobiles owned, leased, hired, or borrowed by such Party,

13.4 Each Party, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the other Party even if those limits of liability are in excess of those required by this Agreement.

13.5 The Indemnifying Party’s insurance coverage must be primary insurance with respect to the Indemnified Party, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the Indemnified Party, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Indemnifying Party and must not contribute to it.

13.6 The Indemnifying Party's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

13.7 Coverage provided by the Indemnifying Party must not be limited to the liability assumed under the indemnification provisions of this Agreement.

13.8 The policies must contain a severability of interest clause and waiver of subrogation

against the Indemnified Party, its officers, officials, agents, and employees, for losses arising from any services performed by Indemnifying Party for the Indemnified Party.

13.9 If a Certificate of Insurance is submitted as verification of coverage, the Indemnified Party will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, each Party must forward renewal or replacement Certificates to the other within 10 days after the renewal date containing all the necessary insurance provisions.

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[Signatures on following page]

In witness whereof, the Parties have executed this Agreement on the day and year first written above.

**FOR THE CITY OF CHANDLER:**

\_\_\_\_\_  
Jay Tibshraeny, Mayor

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kay Bigelow, City Attorney

\_\_\_\_\_  
Date



**FOR THE GILA RIVER INDIAN COMMUNITY:**

\_\_\_\_\_  
Stephen R. Lewis, Governor

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Linus Everling, General Counsel

\_\_\_\_\_  
Date

For the Gila River Police Department:

\_\_\_\_\_  
Kathleen Kirkham, Chief of Police

\_\_\_\_\_  
Date



**CHANDLER POLICE  
DEPARTMENT  
GENERAL ORDERS**

*Serving with Courage, Pride, and Dedication*

Order		<b>E-03 VEHICLE OPERATIONS</b>	
Subject	<b>200 Pursuits</b>	Effective	<b>11/15/13</b>

Low Frequency/High Severity

[Decision Chart](#)

**A. POLICY**

[41.2.2]

**A pursuit is justified only when the necessity of immediate apprehension outweighs the level of danger created by the pursuit**

**B. DEFINITIONS**

1. **HAZARDOUS CONDUCT OR DRIVING:** Hazardous conduct or driving exists when an officer makes a good faith determination that a suspect poses an immediate danger of serious physical injury or death to others, and the suspect must be stopped to prevent such injury or death
2. **POLICE INTERVENTION:** For the purposes of this General Order only, police intervention occurs when a police officer attempts to stop a motor vehicle to investigate a possible traffic or criminal violation by activating emergency lights to signal the suspect driver to yield to the officer
3. **VEHICULAR PURSUIT:** An active attempt by a law enforcement officer in an authorized emergency vehicle to apprehend a fleeing suspect who, based on the totality of the circumstances, a reasonable officer would believe is actively attempting to elude police

**C. DECISION TO PURSUE**

[41.2.2]

The following provisions are intended to minimize the possibility of a CPD officer's actions being the source or cause of the suspect's reckless or hazardous driving behavior:

1. **CONSIDERATIONS**
  - a. **Does the immediate apprehension of the suspect outweigh the level of danger created by the pursuit?**
  - b. **Does the pursuit create a greater hazard than previously existed?**
2. **DO NOT PURSUE** when attempting police intervention for a traffic or non-violent criminal violation and the suspect vehicle or its occupants is not exhibiting or has not previously exhibited hazardous conduct, but resists apprehension by recklessly increasing speed and/or disobeying the other traffic laws in an attempt to elude the officer
3. **MAY INITIATE A PURSUIT** when attempting police intervention for:
  - a. **A traffic or non-violent criminal violation and the suspect(s) exhibits hazardous conduct other than driving** after attempted intervention and the suspect vehicle flees

*Examples: serious felonies such as the pointing of a firearm or a hit and run collision with probable serious injuries*

- b. **Continuing hazardous or reckless driving behavior or a violent criminal offense committed or exhibited PRIOR** to the attempted intervention and the suspect vehicle flees

*Examples: continuous reckless driving, aggravated assault, armed robbery*

#### **D. CONSIDERATIONS**

[41.2.1]

##### **CONTINUALLY EVALUATE THE FOLLOWING DURING A PURSUIT:**

1. Compliance with the provisions of ARS Title 28-624
2. Seriousness of offense
3. Volume of vehicular traffic
4. Location of pursuit, e.g., residential, school zones
5. Weather, road, and environmental conditions
6. Volume of pedestrian traffic
7. Control of vehicle: must be in complete control of vehicle at all times
8. Whether the identity of the driver is known (lessens the need for immediate apprehension)
9. Provisions of the State Criminal Code, Title 13 (**pursuit driving does not offer immunity**)
10. The safety of all persons involved

#### **E. COMMUNICATIONS**

[41.2.1] [41.2.2]

##### **DISPATCHER RESPONSIBILITIES**

1. Clear the radio frequency for a pursuing unit
2. Re-dispatch initial information, broadcasting emergency traffic
3. Dispatch a backup unit and provide further information upon request
4. Immediately inform the appropriate field supervisor of the pursuit
5. Notify other agencies and specify whether assistance is or is not requested by the pursuing unit
6. Initiate an offense report for documentation on initiation of pursuit

#### **F. TERMINATION**

[41.2.1] [41.2.2]

1. **PATROL SUPERVISORS WILL CONTROL PURSUIT** by monitoring it and taking the necessary action to comply with this policy. Monitoring supervisor will notify Dispatch via radio they are controlling the pursuit.
2. **AN OFFICER OR SUPERVISOR WILL NOT BE CRITICIZED** or disciplined for terminating a pursuit under the provisions of this section
3. **UPON THE DECISION OR ORDER** to terminate a pursuit, all involved units will:
  - a. Immediately slow down to normal driving speeds
  - b. Deactivate all emergency equipment, and
  - c. Cease following the suspect vehicle, either through stopping their vehicle or changing direction
4. **TERMINATE** a pursuit under the following conditions:
  - a. A sworn supervisor orders it
  - b. Air support becomes available. Follow the suspect vehicle according to air support instructions out of sight of the suspect vehicle.
  - c. Distance is such that continued pursuit would require exceptional speeds causing the officer and the public serious danger
  - d. Loss of visual contact for a period of time (approximately 15 seconds). Continue search at a safe operating speed.
  - e. When there is a clear and unreasonable hazard to the officer, fleeing suspect, and/or other persons, e.g., speeds dangerously exceed the normal flow of

- traffic, or vehicular or pedestrian traffic necessitates erratic maneuvering which exceeds the performance capabilities of the vehicles or the drivers
- f. Adverse traffic and weather conditions: a supervisor may order the pursuit to continue if the suspect(s) poses a more serious threat than the adverse conditions, e.g., homicide suspect, habitual sexual assault suspect
  - g. Vehicle has equipment failure involving the vehicle's emergency lights, siren, radio, brakes, steering, or other essential mechanical equipment
  - h. Suspect's identity is determined and immediate apprehension is not necessary to protect the public or officers and apprehension at a later date is feasible

**G. AFTER TERMINATION**

**CONSIDER THE EFFECT OF YOUR PRESENCE ON THE SUSPECT:**

1. May continue investigative attempts to apprehend the suspect, such as stakeouts, investigation, air surveillance, etc.
2. May deploy stop sticks

**H. UNIT RESPONSIBILITIES**

[41.2.2]

Figure 1. Pursuit Vehicles Responsibilities

UNIT	ACTION
1. <b>Primary Marked (First) Unit</b>	a. Will activate unit's emergency lights and siren and will notify Communications of the pursuit including the following details: <ol style="list-style-type: none"> <li>1) Reason for pursuit</li> <li>2) Vehicle description</li> <li>3) Direction of travel</li> <li>4) Speed and suspect driving behavior</li> <li>5) Traffic conditions</li> <li>6) Number of occupants and descriptions if possible</li> </ol> b. Should broadcast special information, such as hazards to officers, e.g., traffic conditions, hazards, etc.
2. <b>Backup Marked (Second) Unit</b>	a. Activate vehicle's emergency lights and siren b. Advise Communications that he is the backup unit c. Follow the primary vehicle at a safe distance, but remain close enough to assume communications responsibilities from the primary unit if possible
3. <b>Unmarked Units</b>	Vehicles not equipped with identifying markings, emergency lights, and a siren are <b>prohibited</b> from becoming involved in a pursuit in any capacity <b>Exception:</b> Unmarked vehicles equipped with emergency lights and sirens may pursue when directly related to a serious felony. The pursuit will be turned over to a fully marked police vehicle as soon as possible.
4. <b>Unit With Civilian Rider</b>	a. Avoid participating in a pursuit if possible b. If unavoidable, turn over pursuit to another marked vehicle as soon as possible c. Vehicles transporting suspects or prisoners will not be involved in pursuits unless it is a life-threatening situation
5. <b>Motorcycle Units</b>	a. May only become involved in a pursuit as a primary unit when they initiate the pursuit b. Will turn the pursuit over to a marked unit as soon as possible

**I. RESTRICTIONS**

[41.2.3]

Figure 2. **Other Pursuit Restrictions**

Category	Restrictions
1. <b>Number of Pursuit Vehicles</b>	a. <b>Only two police units</b> will become <b>actively</b> involved in a pursuit unless directed by a supervisor b. <b>Other officers</b> should be alert to the progress and location of the pursuit, cover escape routes in beats, and attempt to stop endangered cross traffic at major intersections
2. <b>Emergency Lights and Siren</b>	<b>USE EMERGENCY LIGHTS AND SIREN AT ALL TIMES DURING A PURSUIT</b> , unless instructed by a patrol supervisor to use the siren intermittently to aid in radio communication
3. <b>Overtaking Suspects</b>	a. <b>Generally, do not attempt to overtake, pass, or "box in"</b> a fleeing suspect vehicle, placing yourself in a highly vulnerable position b. <b>Generally, maintain a safe distance</b> from suspect vehicle and other police vehicles while keeping the suspect vehicle in sight until the suspect voluntarily stops to avoid collisions
4. <b>Firearms</b>	<b>DO NOT SHOOT FROM OR AT A MOVING VEHICLE</b> except when necessary in self-defense or in defense of another person's life when all other reasonable means have failed, and then only when the use of the officer's firearm creates no substantial risk to innocent persons
5. <b>Ramming</b>	Do not attempt to stop a moving suspect vehicle during a pursuit by striking the vehicle with the police vehicle (Possible activation of air bags and/or loss of vehicle control prohibit this action)
6. <b>Pinning / Blocking</b> (41.2.3)	<b>May attempt to pin and/or block a suspect vehicle</b> from continuing further at low speeds (Consider the possibility of the activation of air bags, cross fire situations, etc.) Officers will be trained on this procedure and this procedure generally requires supervisor approval. Each incident will be administratively reviewed by the supervisor.
7. <b>Boxing in</b>	May use unmarked units to box in an unaware suspect in order to avoid a pursuit
8. <b>Paralleling</b>	Officers will not normally follow the pursuit at high speeds on parallel streets unless authorized by a supervisor or when it is possible to conduct such an operation without unreasonable hazard to other vehicular and pedestrian traffic

**J. PORTABLE DISABLING DEVICES**

[41.2.3]

Figure 3. **Portable Disabling Devices Guidelines**

Topic	Guidelines
1. <b>Definition</b>	A portable device designed to disable vehicles, including Stop Sticks
2. <b>Authorized Use</b>	a. In pursuit situations as outlined in section <b>C. Decision to Pursue</b> b. When there is definite knowledge that the fleeing person is suspected of a felony c. When the violator constitutes an immediate and continuing hazard d. In any criminal manner where a car is stationary, but it is anticipated that the operator may attempt to flee e. To prevent the removal of a vehicle believed to be evidence f. <b>DO NOT USE Stop Sticks for stopping motorcycles</b> g. Pursuit is not required for deploying Stop Sticks

3. <b>Authority to Use</b>	<ul style="list-style-type: none"> <li>a. All marked Field Operations vehicles may contain Stop Sticks</li> <li>b. Personnel issued Stop Sticks and trained in their use</li> <li>c. Pursuit not required for use</li> </ul>
4. <b>Safety</b>	<ul style="list-style-type: none"> <li>a. Whenever possible, prevent on-coming vehicular traffic from entering the area</li> <li>b. Place the department vehicle out of the path of the approaching suspect vehicle where it can be used as protection from the suspect vehicle</li> </ul>
5. <b>Deployment</b>	<ul style="list-style-type: none"> <li>a. Stop Sticks may be connected or disconnected when in use</li> <li>b. Officers will document use in an incident report which will be administratively reviewed by the supervisor</li> </ul>

Rev

**K. INTERJURISDICTIONAL PURSUITS**

[41.2.1] [41.2.2]

Figure 4. **Chandler Pursuits into Adjacent Jurisdictions Guidelines**

Responsible Party	Responsibility
1. <b>Chandler Supervisor</b>	Should determine whether the other agency should assume the pursuit considering: <ul style="list-style-type: none"> <li>a. The distance involved</li> <li>b. The pursuing officer's familiarity with the new area</li> <li>c. The seriousness of the violation</li> </ul>
2. <b>Adjacent Jurisdiction</b>	<ul style="list-style-type: none"> <li>a. Does not assume the pursuit, but offers assistance                             <ul style="list-style-type: none"> <li>1) Only the primary pursuing vehicle from Chandler shall continue after the adjacent agency has arrived to assist</li> <li>2) Backup unit returns to its area of responsibility</li> </ul> </li> <li>b. Assumes the pursuit                             <ul style="list-style-type: none"> <li>1) Initiating officer, if within a reasonable distance, proceeds to the termination point to provide information required for the arrest</li> <li>2) The backup unit returns to its area of responsibility</li> </ul> </li> </ul>

New

Figure 5. **Other Agency Pursuits into Chandler Jurisdiction Guidelines**

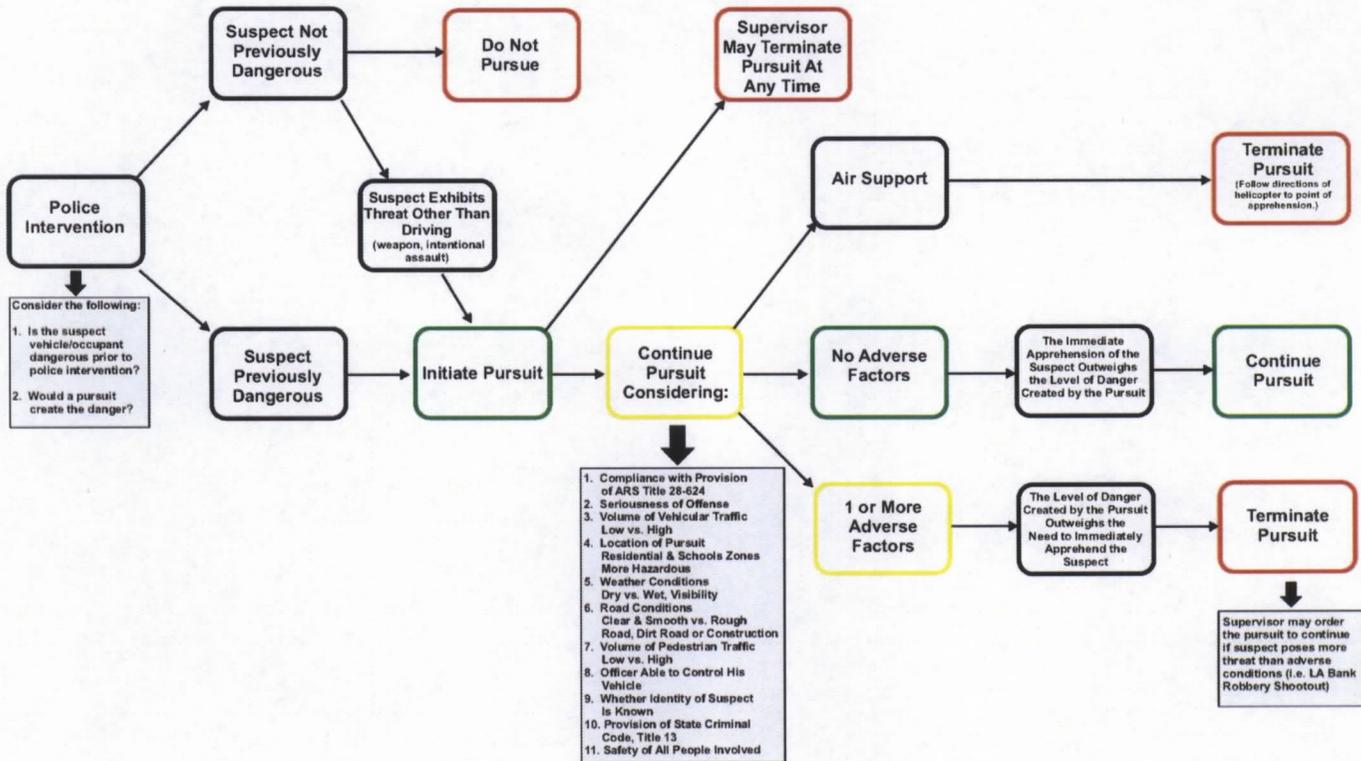
Responsible Party	Responsibility
1. <b>Initiating Agency</b>	Responsible for conducting the pursuit
2. <b>Communications</b>	<ul style="list-style-type: none"> <li>a. Request the nature of the pursuit</li> <li>b. Notify the on-duty supervisor</li> </ul>
3. <b>Chandler Supervisor</b>	<ul style="list-style-type: none"> <li>a. When a request to assist or assume the pursuit from another agency into Chandler, consider:                             <ul style="list-style-type: none"> <li>1) Ability to maintain the pursuit</li> <li>2) Seriousness of the violation</li> <li>3) Safety of the public and pursuing officers</li> </ul> </li> <li>b. May decline to assist in or assume initiating agency's pursuit</li> </ul>
4. <b>Chandler Officers</b>	<ul style="list-style-type: none"> <li>a. Do not assume or assist in the pursuit unless directed by a supervisor</li> <li>b. If only a single unit from initiating agency is in pursuit, a Chandler unit may join in pursuit until backup units from initiating agency join the pursuit</li> <li>c. May assist with traffic control and associated high risk stops</li> <li>d. If an accident occurs in Chandler's jurisdiction as a result of another agency's pursuit, Chandler may conduct the accident investigation</li> </ul>





## Chandler Police Department Pursuit Policy Flow Chart

Revised November 2010





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

**MEMORANDUM**

**Police Department – Memo 2015-022**

**DATE:** FEBRUARY 2, 2015  
**TO:** POLICE SWORN PERSONNEL  
**FROM:** SEAN E. DUGGAN, CHIEF OF POLICE  
**SUBJECT:** POLICY DIRECTIVE

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After a review of the current pursuit policy and its practical application, it has been determined that a review of the General Order and best practices should be considered. The changing nature of police work and its contemporary ramifications necessitates the need to weigh the safety of the public and officers alike. Therefore, during the review process, the following directive will be effective immediately.

**Officers may consider initiating a pursuit, or engaging in a pursuit, when the person being pursued is suspected of committing a violent felony. Pursuits for traffic violations, stolen vehicles and non-violent felonies are prohibited.**

In all cases, the officer will still weigh the need for immediate apprehension with the level of danger created by the pursuit. If the reason for the pursuit meets this criteria, other factors found in the current General Order involving pursuit considerations (D), communications (E), termination decisions (F), unit responsibilities (H), restrictions (I) and portable disabling devices (J) still apply. If the pursuit is an “other agency pursuit” into Chandler’s jurisdiction, this directive will apply to any consideration for involvement.