

**MUTUAL AID AGREEMENT BETWEEN  
PINAL COUNTY AND  
THE GILA RIVER INDIAN COMMUNITY**

THIS MUTUAL AID AGREEMENT ("Agreement"), entered into as of the 4th day of February, 2024 between Pinal County, a political subdivision of the State of Arizona, incorporated under the laws of the State of Arizona, through the Pinal County Sheriff's Office, hereinafter referred to as "PCSO," and the Gila River Indian Community a federally recognized Indian sovereign nation, through the Gila River Police Department, hereinafter referred to as the "GRPD." The GRPD and PCSO shall be collectively referred to as the Parties.

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

WHEREAS, the Gila River Indian Community's governing body is the Gila River Indian Community Council ("Community Council"). 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 as contemplated by A.R.S. §§ 13-3871 through 13-3874; and

WHEREAS, PCSO and the GRPD 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. PCSO, through its designated and employed Deputies, agrees to assist and aid the designated and employed Officers of the GRPD when requested and authorized by the PCSO Sheriff; and the GRPD, through its duly designated and employed Officers, agrees to assist and

aid PCSO designated and employed Deputies when requested and authorized by the GRPD Chief of Police. Such assistance will be provided unless requests for assistance conflict with the present duties, resources, or general orders.

1.2. Upon a duly authorized request from a GRPD Officer for assistance, the PCSO Deputies will assist the GRPD Officer(s) in the enforcement of the Law and Order Code of the Gila River Indian Community. Responding PCSO Deputies recognize that the GRPD is the lead agency and will only provide assistance as requested.

1.3. GRPD Officers will be the Officers in charge when PCSO Officers respond to requests to provide aid and assistance within the exterior boundaries of the Gila River Indian Reservation (Reservation). PCSO Deputies requested by a GRPD Officer(s) 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 PCSO may detain but may not remove a Native American from the Reservation. PCSO will not be expected to violate its currently existing general order regarding PCSO's pursuit policy (Attachment A). Detained Native American individuals shall be turned over to the responding GRPD Officer(s).

1.4. States and the federal government have concurrent jurisdiction over crimes committed by non-Indians against Indians in Indian Country. *Oklahoma v. Castro-Huerta*, 142 S. Ct. 2486, 213 L. Ed. 2d 847 (2022).

1.5. Upon a duly authorized request from a PCSO Deputy for assistance, the GRPD Officer(s) will assist the PCSO Deputy(ies) in the enforcement of the law relating to all crimes of the State of Arizona as set out in Arizona Revised Statutes. Responding GRPD Officer(s) recognize that PCSO Deputy(ies) will be the Deputy(ies) in charge when they respond to provide aid and assistance within Pinal County but not within the Reservation.

1.6. PCSO Deputy(ies) and the GRPD Officer(s) may also assist 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.

1.7. After occurrences in which mutual assistance was provided, 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 officer(s) operating pursuant to this Agreement. Arizona POST-Certified PCSO Deputy(ies) have the authority of state peace Officers pursuant to Arizona law and shall also have the authority of GRPD Officer(s) when responding to requests for assistance by the Gila River Police Department to incidents occurring within the boundaries of the Gila River Indian Reservation. Arizona POST-

Certified GRPD 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 Pinal County Sheriff's Office to incidents occurring within the boundaries of Pinal County. Nothing in this section shall be construed to limit in any way, the authority of either Party's peace officer(s) 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, 2029.

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 Officer(s) of the GRPD without compensation from PCSO, and PCSO agrees to hire and pay the salaries of the duly commissioned Deputies of PCSO without compensation from the Community, in the exercise of any 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 PCSO Deputies.

5.3. Each Party shall within its lawful methods 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 or Deputies 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/deputies working an occurrence or traveling to testify or testifying unless provided for in a separate agreement. The Chief Law Enforcement Officer for each Party shall direct and require his/her Officers/Deputies to travel and testify, under subpoena, to the court with jurisdiction over the occurrence.

6. INDEMNIFICATION: Each Party shall defend, hold harmless, and indemnify (hereinafter referred to as the "Indemnifying Party") the other (hereinafter the "Indemnified Party") for claims, actions, damages, costs, and expenses caused solely 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 course and scope of their employment. 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/Deputies 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 the 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 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:

**Pinal County**

Pinal County Sheriff's Office  
Attn: Mark Lamb, Sheriff  
971 N. Jason Lopez Circle Bldg. C  
P.O. Box 867  
Florence, AZ 85132

With a copy that shall not constitute notice to:

Pinal County Attorney  
Attn: Kent Volkmer  
30 N. Florence Street  
P.O. Box 887  
Florence, AZ 85132

**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  
Attn: Javier Ramos, General Counsel  
Post Office Box 97  
Sacaton, Arizona 85147

Gila River Police Department

Attn: Chief Jesse Crabtree  
Post Office Box 2186  
Sacaton, Arizona 85147

**11. INSURANCE - GENERAL REQUIREMENTS:**

11.1 Upon execution of this Agreement, each Party shall furnish the other with a certificate of insurance on a standard insurance industry ACORD form or the equivalent. The ACORD form must be issued by an insurance company or self-insurance pool authorized to transact business in the State of Arizona and legally authorized to do business in the State of Arizona with policies and forms in conformance with this Agreement.

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

11.3 The insurance requirements set forth herein 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 & Law Enforcement Liability Insurance. Each Party must maintain an "occurrence" form for General and Law Enforcement Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must include coverage for bodily injury, personal injury, and property damage.

12.2 Automobile Liability for Owned, Hired, and Non-Owned Vehicles. Each Party must maintain Automobile Liability insurance with a Single Combined Limit of not less than \$1,000,000 for each occurrence on each Party's owned, hired, and non-owned vehicles assigned to or used in the performance of each Party's work or services under this Agreement.

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 over 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 Excess Liability Insurance. If any Excess liability insurance or Umbrella insurance is utilized to fulfill the liability limits requirements, such policy must "follow form" equal or broader in coverage scope than the underlying insurance.

13.2 Pinal County Liability policies must be endorsed to include Gila River Indian Community, its entities, officials, agents, and employees as 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.

13.3 Gila River Liability policies must be endorsed to include Pinal County, PCSO, its Officers/Deputies, officials, agents, and employees as 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 The Indemnifying Party's liability coverage must apply separately to each party against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

13.6 The policies must contain a severability of interest clause.

13.7 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 the following page]

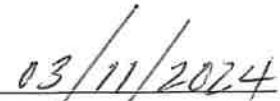
In witness whereof, the Parties have executed this Agreement on the day and year first written  
above.

**PINAL COUNTY:**

\_\_\_\_\_  
Chairman, Pinal County Board of Supervisors

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mark Lamb, Pinal County Sheriff

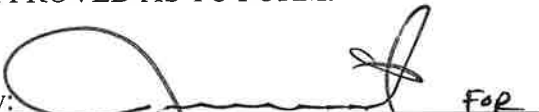
  
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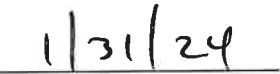
ATTEST:

By: \_\_\_\_\_  
Pinal County Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

 for  
By: \_\_\_\_\_  
Kent Volkmer, County Attorney

  
\_\_\_\_\_  
Date

**GILA RIVER INDIAN COMMUNITY:**

\_\_\_\_\_  
Stephen Roe Lewis, Governor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Javier Ramos, General Counsel

\_\_\_\_\_  
Date

**GILA RIVER POLICE DEPARTMENT:**

\_\_\_\_\_  
Jesse Crabtree, Chief of Police

\_\_\_\_\_  
Date



**Attachment A**  
**Pinal County Sheriff's Office Pursuit Policy**



Pinal County Sheriff's Office

Approved By:

A handwritten signature in blue ink, appearing to read "Mark Smith".

## Policy 306 : Vehicle Pursuits

### 306.1 PURPOSE

The purpose of this section is to establish a policy that will enable field deputies to safely and effectively pursue fleeing suspects. Deputies are authorized to initiate a pursuit when it is reasonable to believe that a suspect is attempting to evade arrest or detention by fleeing in a vehicle that has been given a signal to stop by a peace officer. Deputies must notify and advise Dispatch they are in "pursuit".

(Failure to Yield, or Not Stopping etc. will only be advised prior to determining if a suspect is actually fleeing, then escalating to "In Pursuit.")

The following are factors individually and collectively that should be considered in deciding whether to initiate a pursuit or continue a pursuit.

1. Seriousness of the known or reasonable suspected crime and its relationship to the community's safety.
2. Apparent nature of the fleeing suspect (whether the suspect represents a serious threat to public safety).
3. Safety to the public in the area of the pursuit including the type of area, time of day, the amount of vehicular and pedestrian traffic, weather, road conditions, vehicle speeds, and any factors that unreasonably increase the danger of the pursuit.
4. The ages of the other persons/passengers in or on the pursued vehicle (i.e.) passengers, co-offenders, and hostages).
5. Availability of other resources such as aircraft assistance, etc.
6. Pursuits are discouraged when the Sheriff's Office Unit is carrying passengers other than certified personnel observers unless authorized by a supervisor
7. Sheriff's Officer personnel shall not engage in a pursuit if they are transporting a prisoner.

### 306.2 DEFINITIONS

The following definitions pertain to this policy:

**Pursuit** - An "active attempt" by Peace Officers in authorized emergency vehicles to capture occupants of a motor vehicle who, by means of speed or other evasive actions, are attempting to avoid apprehension.

**Road Spike System** - An agency authorized device designed to be placed physically across a roadway directly in the path of a fleeing vehicle in order to deflate its tires in a controlled manner (Commonly referred to as Stop Sticks).

**Precision Immobilization Technique** - A tactical driving skill utilized to forcibly bring another vehicle to a halt.

**Active Attempt** - The totality of the circumstances known to the deputy at the time of an incident, which, when reviewed, would lead to a reasonable conclusion that the deputy while in an Authorized Emergency Vehicle (defined below) was attempting to apprehend, chase, or overtake the violator.)

**Authorized Emergency Vehicle** - A police vehicle being driven in response to an emergency call, operating at least one red light or a combination of red and blue lights, as prescribed by ARS 28-624.

**Traffic Stop** - An active attempt by a law enforcement officer to stop a vehicle for a violation or a suspected violation of the law.

### **306.3 PURSUIT STRATEGIES**

1. Number of PCSO Vehicles
  - a. Not more than two (2) ground units shall directly pursue a fleeing vehicle unless the field supervisor controlling the pursuit directs otherwise.
2. The PCSO Vehicles involved in the pursuit shall assume the following roles:
  - a. Primary Unit: Generally this shall be the deputy who initiates the pursuit; however, in all cases it shall be the patrol vehicle closest to the suspect.
    - b. The primary unit shall notify the Communications Center as soon as possible that a vehicle pursuit has been initiated, and as soon as practicable provide information including, but not limited to:
      1. Reason for Pursuit
      2. Location and Direction of travel
      3. Speed of the Fleeing Vehicle.
      4. Description of the fleeing Vehicle and license number
      5. Number of Occupants, if known
      6. The identity or description of the known occupants.
      7. Weather, road and traffic conditions
      8. Information concerning the use of firearms, threat of force etc.
      9. Frequent updates of B, C and G
  - c. Secondary Unit: When available, this unit shall follow the Primary Unit at a safe distance and be able to assist when the suspect is stopped. When behind the Primary Unit, the Secondary Unit should call the pursuit (provide details and updates) ASAP. If the Primary Unit is unable to continue the pursuit, the Secondary Unit shall assume the role of the Primary Unit.
  - d. Support Units: When appropriate, units in the vicinity of the pursuit shall assume the role of Support Units and, as such, shall remain alert to the direction and progress of the pursuit. The Support Units shall position themselves at strategic sites along the probable pursuit route or on

parallel roadways. Support Units may trail the pursuit at a safe distance while operating under Authorized Emergency Vehicle conditions to assist when the pursuit comes to a stop.

- e. Air Support: When available, will be requested to support the pursuit. Once the Air Unit is on station and involved in the pursuit it will announce that they have visual contact with the suspect vehicle. At that time they will begin to call the pursuit relieving the Secondary Unit of that responsibility. Ground Units will drop back from the suspect vehicle, discontinue Emergency Vehicle Operations unless directed otherwise by a supervisor, and allow the Air Unit to track the suspect vehicle. Ground units shall continue to trail, parallel and position themselves strategically along the pursuit route.

Additionally, If pursuing units discontinue a pursuit, or if a supervisor calls off a pursuit for any reason, the aircrew may continue tracking (i.e. monitoring) the suspect from the air. The aircrew may follow the suspect vehicle until such time that they believe the suspect may be apprehended without engaging in another vehicle pursuit.

### 3. Unit Communications Responsibilities

- a. The Primary Unit, Secondary Unit and Supervisor shall be the only units transmitting during the pursuit unless another emergency situation exists. Support Units should refrain from communicating their locations or other information unless necessary for apprehension efforts. Should the Air Unit become involved in the pursuit they shall take on the communications role of the Secondary Unit.
- b. The Secondary Unit should communicate as much of the following as possible:
  1. The location, speed and direction of travel, traffic and weather conditions, at frequent intervals throughout the pursuit.
  2. Vehicle description and license number, if known.
  3. The number of occupants in the suspect vehicle, as well as suspect descriptions if possible.

### 306.4 SAFETY CONSIDERATIONS

1. Other than a pursuing unit authorized to conduct a PIT maneuver as defined in 306.10 or unless justified lethal force is warranted, pursuing units shall not force the suspect vehicle into parked vehicles, ditches, or other obstacles; nor shall they attempt to head off, ram, or drive alongside the suspect vehicle while it is in motion.
2. Secondary Units and Support Units shall not pass the Primary Unit unless directed to do so by the Primary Unit or the supervisor.
3. Vehicles not equipped with emergency lights and sirens shall not actively participate in vehicle pursuits or engage in Emergency Response (Code-3) Driving.
4. Unmarked PCSO Vehicles that are equipped with emergency lights and sirens, and Office Motorcycles shall discontinue as the Primary or Secondary Unit and turn the pursuit over to marked patrol units as soon as possible.
5. Deputies shall not discharge any firearm from or at a moving vehicle except when deadly force is justified. Firing a weapon from or at moving vehicles is authorized only when all other means have failed, and then only when the discharge of the deputy's firearm is not likely to create a substantial risk to innocent persons.

### **306.5 TERMINATION OF PURSUITS**

1. DEPUTIES ARE EXPECTED to discontinue any pursuit when a reasonable Peace Officer may conclude that the risk of continuing the pursuit outweighs the value of apprehending the suspect.
2. Unless the Deputy is directly involved in the pursuit as the primary or secondary officer, only a higher ranking deputy may order to terminate the pursuit.
3. If any of the following conditions exist, the pursuit shall be terminated immediately:
  - a. A supervisor orders the pursuit terminated. (See 306.7.8)
  - b. When there is a clear and unreasonable hazard to the deputy, suspect, or other person.
  - c. When a deputy loses visual contact for an extended period of time.
  - d. The involved PCSO Unit experiences equipment failure that would increase the risk of continued pursuit.
4. Deputies should consider terminating a pursuit if any of the following conditions exist:
  - a. Weather conditions increase the danger of the pursuit.
  - b. The deputy is in an unfamiliar area and is unable to inform communication of the location and direction of travel.
  - c. The risk to lives and property is increased by congested roads, pedestrian traffic, proximity to schools, or other hazardous conditions.
  - d. The pursuing deputy believes that the fleeing suspect is a juvenile who has committed a misdemeanor or non- violent felony, and the suspect's manner of driving indicates he or she does not have the maturity to appreciate the danger involved.
5. When the order or decision is made to terminate a pursuit, all involved PCSO personnel shall safely and immediately pull to the side of the road and shut off all emergency lights and sirens and advise dispatch of their exact location and that they have terminated the pursuit.
6. Deputies and / or supervisors will not be criticized or disciplined for the termination of any pursuit under the provisions of this section.

### **306.6 INTER-JURISDICTIONAL PURSUITS**

1. If a pursuit enters into another agency's jurisdiction, the Secondary Unit or pursuit supervisor shall advise the Communications Center to notify that agency and specify one of the following:
  - a. That the PCSO Units are requesting assistance, or
  - b. That PCSO is merely notifying them and no assistance is requested.
2. Upon receiving a request for assistance from another agency, the Communications Center shall immediately notify the on duty supervisor for the region who shall evaluate the request and direct an appropriate response.
3. When the Communications Center receives notification of an inter-jurisdictional pursuit, it shall immediately broadcast all pertinent information to the patrol units in the affected region.
4. Deputies shall not become actively involved in the pursuit unless:
  - a. Authorized by a supervisor
  - b. It is apparent that there is a single unit from the outside agency involved in the pursuit and that unit has not been able to request PCSO assistance
  - c. An obvious emergency situation exists that mandates an immediate response.
5. If a collision occurs in another jurisdiction as a direct result of a pursuit initiated by PCSO, the Pinal County Sheriff's Office will offer to conduct the traffic collision investigation.
6. If a collision occurs within the jurisdiction of the Pinal County Sheriff's Office as a direct result of a pursuit by another agency, the Pinal County Sheriff's Office may offer that the other agency conducts the collision investigation.
7. In the event a PCSO Sheriff's vehicle is involved in a collision, the Pinal County Sheriff's Office Traffic Unit will be contacted and called to the scene.

### **306.7 SUPERVISOR RESPONSIBILITY**

1. The **Primary Supervisor**, unless notified otherwise, shall be the direct supervisor of those units engaged in the pursuit.
2. Once the primary supervisor is advised that a pursuit has been initiated, the supervisor will evaluate the circumstances to determine if the pursuit should be continued.
3. Once the primary supervisor has determined the pursuit is within the scope of the general orders, the supervisor will monitor the radio communications of the pursuit.
4. The primary Supervisor will determine if any method of forcible stop should be used against the fleeing vehicle.
5. If at any time the primary supervisor determines the risks taken during the pursuit begin to outweigh the safety of the officers and /or the public, the supervisor will terminate the pursuit.
6. Any supervisor or Deputy that is involved in a pursuit known by them to not meet the listed requirements will be held accountable.
6. Ensure that copies of all reports pertaining to the pursuit are forwarded to the Region Commander.
7. Only under an extraordinary circumstance where another supervisor has additional information or knowledge regarding the incident or area of pursuit, can the pursuit be terminated by another supervisor of the same rank as the Primary Supervisor.

### **306.8 ROADBLOCKS**

1. Roadblocks or barricades shall be used only as a last resort where the suspect is an immediate threat to public safety.
2. Reckless driving alone shall not justify the use of roadblocks or barricades.

### **306.9 ROAD SPIKE SYSTEMS**

The Road Spike System shall be used in the following manner:

1. Any Deputies utilizing Stop Sticks must have completed training on the proper deployment of tire-deflated devices.
2. Close coordination between all units involved in the pursuit and the deploying deputy is mandatory.
3. In circumstances where multiple agencies are involved, supervisors should ensure that units from the assisting agencies are informed that road spikes will be deployed, and information on the specific location of the anticipated deployment is identified to them.
4. Road Spike Systems shall not be used on motorcycles, mopeds, or similar vehicles unless deadly force is justified. In addition, road spike systems will not be deployed on any vehicle reasonably known to be carrying hazardous loads.
5. The deploying deputy is responsible for removing the road spike device from the roadway immediately after use. After all of the vehicles involved in the pursuit have passed they shall safely ensure that all debris and loose spikes are clear of the roadway.
6. Damaged Road Spikes shall be turned into Supply for proper disposal. New Road Spikes will be issued upon receipt of the damaged road spikes.

### **306.10 RAMMING**

An intentional collision with the suspect vehicle used to immobilize a suspect vehicle. Due to an increased risk of serious injury or death to the suspect or others, ramming may be considered use of deadly force.

### **306.11 PURSUIT INTERVENTION TECHNIQUE (PIT) MANEUVER**

The PIT Maneuver Involves direct vehicle to vehicle contact between an authorized law enforcement vehicle and a fleeing vehicle. This maneuver is tactical in nature and utilized with intent to forcibly stop and immobilize a moving vehicle or to redirect a vehicle in motion from its current path of travel.

Execution of the PIT Maneuver will be considered a Use of Force.

#### **(PIT) Authorization Guidelines:**

The PIT Maneuver is authorized only under the following conditions:

1. The executing Deputy has been fully trained in an approved certified PIT Training Course.
2. PIT execution is authorized by a supervisor.
3. Circumstances that will determine the execution of a PIT Maneuver is Immediately Necessary are:
  - a. Apprehend a suspect who poses an immediate threat to human life
  - b. Terminate a hazardous driving situation because the subject poses an immediate threat to human life.
  - c. Prevent further hazardous driving behavior, which poses an immediate threat to human life
  - d. When delaying the apprehension of the suspect would pose a greater risk to Deputies and Public Safety immediate action becomes absolute.

#### **(PIT) Restriction Guidelines:**

1. Limitations on Use of PIT
  - a. A PIT maneuver **SHALL NOT** be authorized if the offense is a civil traffic violation, stolen vehicle only, misdemeanor, or non-violent non-life threatening felony **unless the suspect poses and immediate threat to human life.**
  - b. PIT is only permitted if:
    1. It is performed by a PIT trained officer
    2. The vehicles are traveling at 45 MPH or less at the time the PIT is initiated
    3. The PIT trained officer has reasonable determined that it is immediately necessary to do so based on the authorized PIT guidelines.
    4. The apparent risk of harm to the public from the suspect outweighs the apparent risk of harm in using the PIT maneuver.
  - c. The vehicle used for the PIT maneuver should be operated with active emergency lights and siren
  - d. PIT **SHALL NOT** be utilized:
    1. On a pick up truck or similar type vehicle when there are people occupying the open bed portion
    2. On motorcycles, all-terrain vehicles, golf cart, three wheel vehicle, a trailer, or any other vehicle that by its nature is obviously unstable, unless the use of deadly force is justified.

3. When non-sworn personnel are passengers in the deputy vehicle (ride-alongs, cadets, prisoners, etc.)

**Exceptions:**

1. Performing the PIT on a vehicle traveling over 45 MPH is authorized under conditions as justified in Pinal County Sheriff's Office Policy 300.4 Use of Force. Use of this tactic when speeds exceed 45 miles per hour may be considered Use of deadly force due to increased risk of serious physical injury or death to suspects or others.
2. Unmarked vehicles, if so equipped, should be operated with emergency lights activated, but circumstances may dictate another course of action so as not to alert the suspect vehicle of the intent to initiate the PIT maneuver.

**(PIT) Deployment Guidelines:**

**1. Factors to Consider When Using PIT**

- a. Other reasonable means of apprehension have been considered, exhausted, or eliminated
- b. Weather conditions
- c. The volume of vehicular and pedestrian traffic
- d. The location where the PIT is to be attempted
- e. Road conditions
- f. Time of day and lighting conditions
- g. Presence of passengers

**2. PIT Officer Responsibilities:**

- a. Traffic Break should be conducted / coordinated whenever possible prior to PIT
- b. Request supervisor approval prior to attempting PIT maneuver
- c. After receiving supervisor approval, announce intention to use PIT on the police radio with other deputies.
- d. Where available, Deputies should perform the PIT maneuver when both sides of the roadway have a barrier to prevent the suspect vehicle from leaving the roadway
- e. Deputies should attempt to perform the PIT maneuver on the side of the suspect vehicle where there is the most roadway. This will allow more time for the suspect vehicle to reduce speed before possibly hitting a barrier or object. This will also give the deputy the most area to conduct the PIT technique.
- f. Deputies should avoid conducting the PIT maneuver on city roadways with two way traffic or on highways with two way traffic with no median barrier and when a traffic break has not been established.
- g. Slower speeds may result in a secondary impact on the target vehicle, or rotation of less than 180 degrees.

**3. Supervisor Responsibilities:**

- a. Monitor incidents and evaluate requests to utilize the PIT maneuver to ensure that this type of response is necessary and is conducted in



compliance with Department policies and practices

b. If incident justifies the use of the PIT maneuver announce over the radio, "PIT maneuver is authorized."

**4. Communications Responsibilities:**

a. **Hot Tone** channel prior to PIT maneuver attempt

**(PIT) Reporting Protocols:**

**1. Officer Responsibilities**

a. Document attempted or completed PIT in a written Department Report

b. Complete Blue Team Entry Use of Force PIT Maneuver

c. Complete Pinal County Risk Management Incident / Event Report. Send to Risk Management ([riskmgmt@pinal.gov](mailto:riskmgmt@pinal.gov)) and immediate supervisor before end of shift

d. Do not complete an accident report for vehicle's damaged in PIT

e. Have photos taken of Agency and suspect vehicles

f. Take Agency vehicle to Fleet to ascertain the extent of damage received.

**2. Supervisor Responsibilities**

a. Complete Command Page notification

b. Verbally communicate event with Division Lieutenant or applicable Immediate supervisor

c. Within **seven (7) calendar days**, the immediate supervisor shall complete Supervisor's Vehicle / Equipment Investigation Report including a review of all applicable reports and BWC / Vehicle Camera footage (if available) and send completed report to Pinal County Risk Management ([riskmgmt@pinal.gov](mailto:riskmgmt@pinal.gov))

d. Within **three (3) working days**, the immediate supervisor shall review, comment, and forward Blue Team Entry to Division Lieutenant or applicable immediate supervisor.

**306.12 DOCUMENTATION**

1. The Primary Unit shall be responsible for completing any separate departmental forms (Pursuit Form) regarding the pursuit in addition to any other required / requested Incident Reports for other criminal activity.

2. All personnel involved in the pursuit shall complete a supplemental report at the discretion of the pursuit supervisor.

3. The primary deputy and supervisor will be responsible for requesting and ensuring audio recordings from the Communications Center and any video recordings of the incident are entered into evidence as necessary.

4. Should a member of this Office become involved in a pursuit initiated by another law enforcement agency and not become the Primary Unit they shall still be required to complete a Pursuit Form documenting their involvement.

### **306.13 COMMUNICATIONS**

If the pursuit is confined within the County Limits, radio communications will be conducted on the primary channel used when the pursuit was initiated unless otherwise directed by a Field Supervisor.

If the pursuit leaves the jurisdiction of this Office or if such actions are imminent, involved units should, whenever possible, switch radio communications to an emergency channel that is most accessible by participating agencies.

Upon the Communications Center being notified that a pursuit has been initiated they shall be responsible for the following:

1. Coordinating pursuit communications of the involved units and personnel
2. Notifying and coordinating with other involved or affected agencies as practicable
3. Ensuring that a Communications Supervisor is notified.
4. Ensuring that a Sworn Field Supervisor is notified over the designated radio channel and has acknowledged the pursuit over the channel.
  - a. If the supervisor assigned to the area that the pursuit is in cannot be reached over the designated radio channel and / or they cannot acknowledge that they are monitoring the pursuit, then the dispatcher shall notify the next available sworn supervisor over the designated radio channel until the supervisor acknowledges that he / she is monitoring the pursuit.
5. Assigning an incident number and all pertinent information to the call as necessary.
6. Broadcasting pursuit updates as well as other pertinent information as necessary.

### **306.14 PURSUIT REVIEW**

All pursuits will be documented in Blue Team as required in this policy and all documentation will be forwarded through the Chain of Command to the Patrol Bureau Commander. Each level of the Chain of Command will review the documentation and indicate in Blue Team if the pursuit was within policy or not.

An oversight Committee composed of members from PCSO Training Unit, Professional Standards Unit, Traffic Unit and Risk Management Unit will meet biannually at the direction of the Risk Management Supervisor to review the Pursuits to determine if policy updates are required.

If a member of PCSO is involved in a pursuit that is found to be in violation of PCSO Policy, the reviewer should indicate the following:

1. If corrective action or disciplinary action needs to be considered.
2. If there are training needs that should be considered.
3. If any changes to policy should be considered.