

# Memo

**To:** Commander Claudia DalMolin  
**From:** Undersheriff Adam Shepherd  
**CC:** Chief Deputy Tom Melcher  
**Date:** 1/31/2011  
**Re:** Dispatching Agreement with Tonto Apache Tribe

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**Claudia,**

Attached you will find the agreement submitted by the Tonto Apache Tribe's attorney that has already been signed by the Tribal Council. This agreement has also been worked out between Bryan Chambers and the Tribe's attorney, and is ready to be set for a board action. You may want to present to the board or if you would like to set me as the presenter I wouldn't have a problem.

The following are a few points on the beginning of this agreement that you may need while formulating the agenda request:

- Tribal Chief of Police Quincy Goseyun contacted us last fall explaining that he was dissatisfied with how his agreement with Town of Payson was going in regard to dispatching services;
- Chief Goseyun wished at that time to explore the possibility of entering into a dispatching agreement with us;
- We worked out some of the logistics and performed some tests to make sure we had good communications with the Tribe's officers;
- We looked at a few contract models but concluded that, at least for the initial agreement, to pick up the terms of their previous contract;
- Chief Goseyun asked us to begin dispatching for them while we were in negotiations for the formal contract, which we agreed to do (on or about November 1, 2010);
- The contract bounced around between the Tribe's attorney, Bryan Chambers and us for several weeks while we were working out the bugs;
- The attached agreement is the result of the efforts, and the Tribe approved and signed the documents on January 25, 2011.

Let me know if there is any further information you need to move this forward.

Thank You.



**MONTGOMERY &  
INTERPRETER, PLC**  
ATTORNEYS AT LAW

**SUSAN B. MONTGOMERY**  
Admitted in Arizona &  
South Dakota  
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**ROBYN L. INTERPRETER**  
Admitted in Arizona &  
Navajo Nation  
[rinterpreter@milawaz.com](mailto:rinterpreter@milawaz.com)

January 27, 2011

***Via U.S. Mail – Certified – Return Receipt Requested***

Mr. Adam Shepherd  
Gila County Sheriff's Office  
108 W. Main St.  
Payson, AZ 85541

***Re: Tonto Apache Tribe and Gila County Dispatch Services  
Agreement***

Dear Adam:

Enclosed are the following documents:

1. Two duplicate originals of the Agreement Between the Gila County Board of Supervisors and the Tonto Apache Tribe for Dispatch Services to the Tonto Apache Tribe Police Department ("Agreement"), executed by Tonto Apache Tribal Chairman, Ivan Smith on January 25, 2011.
2. Tonto Apache Tribal Council Resolution No. 1-2011, dated January 25, 2011, approving the Agreement Between the Gila County Board of Supervisors and the Tonto Apache Tribe for Dispatch Services to the Tonto Apache Tribe Police Department.

Upon approval and execution of the agreement by Gila County, please return one of the duplicate originals to our office for the Tribe's records.

It has been a pleasure working with you on this matter, so please do not hesitate to contact me if you have any questions regarding the enclosed Agreement. Otherwise, we will await the approval of the Agreement by Gila County.

Yours Truly,

**MONTGOMERY & INTERPRETER, PLC**



Robyn L. Interpreter, Esq.

Enclosures

Cc: Sabrina Campbell, Tribal Secretary  
Quincy Goseyun, Chief of Police, Tonto Apache Tribe  
Bryan Chambers, Chief Deputy County Attorney (1400 East Ash Street  
Globe, AZ 85501)



## *Tonto Apache Tribe*

Tonto Apache Reservation #30  
Payson, Arizona 85541  
Telephone: (928) 474-5000  
Fax: (928) 474-9125

**RESOLUTION NO. 1-2011  
OF THE GOVERNING BODY OF THE  
TONTO APACHE TRIBE  
(A Federally recognized Indian Tribe)  
PAYSON, ARIZONA**

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**APPROVAL OF DISPATCH SERVICES AGREEMENT BETWEEN TONTO APACHE  
TRIBE AND GILA COUNTY BOARD OF SUPERVISORS**

**WHEREAS**, the Tonto Apache Tribe ("Tribe") is a federally-recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934; (48 Stat. 984); and

**WHEREAS**, the Tonto Apache Tribal Council ("Tribal Council") is charged with protecting the health, safety and welfare of the Tribe; and

**WHEREAS**, the Tribal Council is vested under Article VII, Sec. 2(b) of the Constitution of the Tonto Apache Tribe with the power to negotiate, make, and perform contracts and agreements with local governments and municipalities; and

**WHEREAS**, the Tribal Council recognizes that the protection of the health, safety, and welfare of members of the Tribe, visitors to the Tonto Apache Reservation, and Tonto Apache Tribal Police Officers will be enhanced by entry in an Agreement between the Tribe and neighboring Gila County, for the provision of law enforcement dispatch services to be provided by the Gila County Sheriffs Office to the Tonto Apache Tribe Police Department; and

**WHEREAS**, the parties have drafted an Agreement Between the Gila County Board of Supervisors and the Tonto Apache Tribe for Dispatch Services to the Tonto Apache Police Department ("Agreement"), which is attached to this Resolution as Exhibit A, and made part hereof by this reference; and

**WHEREAS**, the Tonto Apache Tribe wishes to enter into the Agreement.

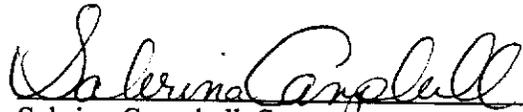
**NOW, THEREFORE**, be it resolved as follows:

1. That the Agreement Between the Gila County Board of Supervisors and the Tonto Apache Tribe for Dispatch Services to the Tonto Apache Police Department, attached as Exhibit A, be and hereby is approved in substantially the same form attached hereto as Exhibit "A".

2. That the Tribal Chairperson or Vice Chairperson are hereby authorized and directed to sign and execute the Agreement Between the Gila County Board of Supervisors and the Tonto Apache Tribe for Dispatch Services to the Tonto Apache Police Department, in substantial form as attached hereto as Exhibit "A".

### CERTIFICATION

I, the undersigned, Secretary of the Tonto Apache Tribal Council, hereby certify that the Council is composed of five (5) members, of whom FOUR (4), constituting a quorum, were present at a Tribal Council Meeting hereto held on the 25th day of January, 2011, and that the foregoing Resolution No.1-2011 was duly adopted by a vote of 4 FOR; 0 OPPOSED; 0 ABSTAINING; of the Tribal Council, pursuant to the provisions of Constitution and Bylaws of the Tonto Apache Tribe.



Sabrina Campbell, Secretary  
Tonto Apache Tribal Council

**AGREEMENT BETWEEN  
THE GILA COUNTY BOARD OF SUPERVISORS  
AND  
THE TONTO APACHE TRIBE  
FOR  
DISPATCH SERVICES TO THE TONTO APACHE TRIBE POLICE DEPARTMENT**

This Agreement ("Agreement") is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2011, by and among the Gila County Board of Supervisors ("Gila County"), the Gila County Sheriff's Office, by Gila County Sheriff John R. Armer, and the Tonto Apache Tribe, a federally recognized Indian Tribe pursuant to Section 16 of the Indian Reorganization Act of 1934, Pub. Law 92-47, October 6, 1972, 86 Stat. 783, and the Apache Treaty, July 1, 1852, 10 Stat. 979 ("Tribe") (collectively "the Parties" or singularly "the Party").

WHEREAS, the Tonto Apache Tribe Police Department ("TATPD"), a department of the Tonto Apache Tribe, is the primary law enforcement agency charged with the duty to provide law enforcement services to the lands under the jurisdiction of the Tonto Apache Tribe ("Tonto Apache Reservation" or "Reservation"); and

WHEREAS, the Tonto Apache Tribe requires the provision of law enforcement dispatch services for the TATPD; and

WHEREAS, Gila County through the Gila County Sheriff's Office desires to provide law enforcement dispatch services to the TATPD; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

**1. Purpose**

The purpose of this Agreement is to define the terms upon which Gila County through the Gila County Sheriff's Office will provide dispatch services to the TATPD.

**2. Term and Renewal.**

A. Initial Term. This Agreement shall become effective when adopted by resolution and fully executed by and under the authority of the governing body of each Party's jurisdiction and the initial term shall be from the effective date through December 31, 2011.

B. Automatic Renewal. Upon the expiration of the Initial Term, this Agreement shall be automatically renewed for a period of one (1) year, and from year to year thereafter, unless either Party provides written notice to the other Party on or before October 1, stating the Party's intent not to renew this Agreement upon the expiration of the applicable term.

3. **Dispatch Services to Be Provided by Gila County.**

Gila County through the Gila County Sheriff's Office will provide dispatch services (as described in Exhibit A attached hereto and incorporated by reference) to the Tribe during the term of this Agreement. The dispatch services to be provided to the TATPD shall be in substantial conformance with the dispatch services provided for the Gila County Sheriff's Office, except that dispatch services shall also be provided to the Tribe for the enforcement of Tribal laws on the Reservation, as well as the enforcement of federal and state laws, where applicable on the Reservation. Gila County will provide on-going training on the use of the dispatch system to the TATPD, in conformance with the regular training schedule provided to officers of the Gila County Sheriff's Office.

4. **Compensation.**

In consideration for providing the agreed upon dispatch services, the Tribe agrees to pay Gila County the following:

- A. \$5,000 per officer that is employed full-time or part-time by the TATPD as of January 1 of each year, except for TATPD reserve officers discussed in subparagraph 4.B. below. As of the effective date of this Agreement, there are five (5) TATPD officers.
- B. \$1,200 per each reserve officer employed by the Tribe on January 1 of each year. An officer shall be considered a reserve officer if he or she is employed by the Tribe for less than 125 hours per year. As of the effective date of this Agreement, there is one (1) TATPD reserve officer.
- C. Any increase in the number of officers employed by the TATPD during the year shall be added to the compensation to be provided to Gila County and shall be pro-rated on a monthly basis through the end of the calendar year.
- D. The replacement of TATPD officers and reserve officers shall not be considered an increase in the number of officers employed by the TATPD.
- E. Decreases in the number of officers employed by the TATPD during the year shall not reduce the compensation to be paid to Gila County for the current year. The number of officers and reserve officers shall be reassessed on January 1 of each year.

5. **Billing.**

- A. Gila County will invoice the Tribe on a monthly pro-rata basis for dispatch services to be provided under this Agreement.
- B. Invoices shall be due thirty (30) days from the receipt of the invoice.

- C. In the event the Tribe fails to pay any payment required hereunder, Gila County may cease to provide dispatch services to the Tribe or terminate this Agreement after giving thirty (30) days notice of its intention to terminate or cease providing services.
6. **Obligations.**  
Gila County shall have no obligation to provide dispatch and training services pursuant to this Agreement after its expiration, termination or non-renewal. In such event, the Tribe shall have no further obligation to Gila County, except for the payment to Gila County of any amounts then owing.
7. **Personnel Compensation, Injuries and Insurance.**  
Except as otherwise provided for in this Agreement, each Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment. Except as otherwise provided for in this Agreement, each Party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry.
8. **Immunity.**  
The Parties shall have such immunity as provided by applicable federal, state or tribal law, and nothing in this Agreement shall be construed as a waiver of sovereign immunity by the Tribe, or as a consent to the jurisdiction of any Federal or State Court.
9. **Indemnification.**  
To the fullest extent permitted by law, each Party agrees to defend, indemnify, and hold harmless the other Party and the other Party's officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this Agreement, to the extent such claim, loss, cause of action, damage or injury is caused or contributed to by the negligent or willful acts or omissions of the indemnifying party.
10. **Non-Discrimination.**  
The Parties to this agreement shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the Party's duties and responsibilities pursuant to this Agreement.
11. **Compliance with Laws.**  
Each Party shall comply with all applicable federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, when acting under this Agreement. Any changes in applicable governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.
12. **Termination.**  
A. This Agreement may be terminated by either Party for any reason by

providing at least 180 days written notice to the other party.

- B. Either Party may terminate this Agreement for a material breach *provided that* the non-breaching Party provides at least thirty (30) days written notice to the other Party of its intent to terminate the Agreement, *via* hand-delivery or certified mail, return receipt requested, and allows at least twenty (20) days from the date of receipt of the notice to cure the alleged breach.

13. **Notices and Contact List.**

All notices, communications, and reports under this Agreement shall be provided to the following:

Tonto Apache Tribe

Chairperson or Acting Chairperson  
TONTO APACHE TRIBE  
Tonto Apache Reservation #30  
Payson, Arizona 85541

Work: 928-474-5000  
Fax: 928-474-9125

AND

Chief of Police or Acting Chief of Police  
TONTO APACHE TRIBE  
Tonto Apache Tribe Police Department  
Tonto Apache Reservation #30  
Payson, Arizona 85541

Work: 928-468-1050  
Fax: 928-474-9125  
Cell: 928-978-5623

Gila County

John R Armer, Sheriff  
Gila County Sheriff's Office  
1100 E South St.  
Globe, AZ 85501

Work: 928-425-4449  
Fax: 928-425-5674

AND

J. Adam Shepherd, Undersheriff  
Gila County Sheriff's Office  
108 W Main St.  
Payson, AZ 85541

Work: 928-468-2822  
Fax: 928-474-0614

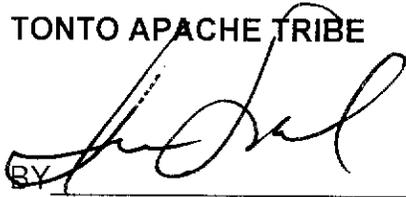
14. **No Third Party Beneficiaries**  
Nothing in this Agreement is intended to create duties, obligations to, rights or remedies in third parties not Parties to this Agreement.
15. **Standard of Care**  
Nothing in this Agreement is intended to affect the legal liability of either Party to the Agreement by imposing any standard of care different from the standard of care imposed by applicable law.
16. **Jurisdiction.**  
Nothing in this Agreement shall be construed as otherwise limiting or extending the legal jurisdiction of any Party.
17. **Conflict of Interest.**  
This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
18. **Severability**  
If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
19. **Assignment.**  
It is hereby agreed by the Parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.
20. **Entire Agreement.**  
This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the Parties under the same authority and direction as this Agreement has been executed.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

Dated this 25<sup>th</sup> day of January, ~~2010~~ <sup>2011</sup>

Dated this \_\_\_ day of \_\_\_\_\_, ~~2010~~ <sup>2011</sup>

TONTO APACHE TRIBE



BY \_\_\_\_\_  
IVAN SMITH, CHAIRMAN

GILA COUNTY

BY \_\_\_\_\_  
MICHAEL A. PASTOR, CHAIRMAN,  
BOARD OF SUPERVISORS

\_\_\_\_\_  
JOHN R. ARMER,  
GILA COUNTY SHERIFF

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD

In accordance with the requirements of § A.R.S. 11-952(D), the undersigned Deputy County Attorney acknowledges that they have reviewed the above agreement on behalf of the Gila County Sheriff's Office and has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
County Attorney/ Deputy County  
Attorney