

**CONTRACT FOR SERVICES**  
**by and through the**  
**COCHISE COUNTY SHERIFF'S OFFICE**  
**Bisbee, AZ 85603**

- |                                    |  |
|------------------------------------|--|
| 1. Contract No: _____              | 2. Contract Type: <u>Service</u>                         |
| 3. Contract Amount: <u>No Cost</u> | 4. Purpose: <u>Canine Drug/Money</u><br><u>Detection</u> |
| 5. Start Date: <u>May 1, 2012</u>  | 6. Expiration Date: <u>April 30, 2013</u>                |

This Contract is entered into by and between the Cochise County Sheriff's Office (CCSO hereinafter referred to as Contractor) and Philip Hogan (hereinafter Owner). **This Contract contains all the terms and conditions agreed to by the parties.** All rights and obligations of the parties shall be governed by the terms of this document. **No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.**

1. **NOTICE**

Legal notice under this Contract shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

Notice to: Cochise County Sheriff's Office: Phone: 520-432-9500  
Address: 205 North Judd, Bisbee, AZ 85603

Notice to: Philip Hogan Phone: 928-660-1433  
Address: 2110 E. 6<sup>th</sup> Street, Douglas, AZ 85607  
(Primary)

Notice to: Cochise County Sheriff's Office: Phone: 520-432-9500  
Address: 205 North Judd, Bisbee, AZ 85603  
(Secondary)

2. **DEFINITIONS**

As used throughout the following terms shall have the meanings set forth:

- A. **Contract** means this document and all attachments and amendments hereto.

- B. **Owner** means the person who is the lawful owner of the canine
- C. **County** means Cochise County, Arizona.
- D. **Contractor** means the Cochise County Sheriff's Office

3. **GENERAL REQUIREMENTS**

- A. The terms of this Contract shall be construed in accordance with Arizona law. Any action thereon shall be brought in the appropriate court in the State of Arizona.

4. **AMENDMENTS**

All Amendments to this Contract must be in writing and signed by both parties.

5. **SCOPE OF WORK**

Canine shall assist in the detection of illegal drugs and/or money in the furtherance of the duties, obligations and responsibilities of the Cochise County Sheriff's Office.

6. **CCSO TERMS AND CONDITIONS**

- A. CCSO agrees to reimburse for the following expenses:
  - 1. food,
  - 2. veterinary care, including emergency veterinary care, associated with duty use, including but not limited to, ingestion or exposure to toxic substances and/or injuries,
  - 3. necessary accessories such as leashes, collars, harnesses.
- B. CCSO will not replace canine should canine be injured in the line of duty and rendered unfit to return or should canine be fatally injured in the line of duty.
- C. CCSO will not be responsible for routine veterinary care and associated expenses. CCSO will not be financially responsible for any pre existing medical conditions.

7. **RECORDS**

CCSO agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years from the last date of service or the last date of

payment for reimbursed expenses as set forth in this Contract. The County or Federal or State auditors and any other persons duly authorized by County shall, with reasonable advance notice, have full access to, and the right to examine copy and make use of any and all said materials.

8. **ASSIGNMENT / SUBCONTRACTING**

No rights, liability, obligations or duties under this contract may be assigned, delegated or subcontracted without the prior written approval of County.

9. **TERMINATION**

A. Either party may terminate this Contract at any time with at least thirty (30) days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail, return receipt requested.

B. This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.

C. CCSO may terminate this Contract upon twenty-four (24) hours notice if it deems the canine is unable to safely perform its functions or endangers the public and/or CCSO personnel.

10. **SEVERABILITY**

Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

11. **COVERAGE**

It is recognized that Cochise County has a self insurance program, and it is agreed that the details set forth in this Contract provide sufficient specifications and information to meet insurance requirements.

12. **INDEMNIFICATION**

Owner hereby agrees to hold harmless and indemnify Contractor for any and all liability arising from Owner's negligent acts, errors or omissions of which constitute or contribute to liability arising from such acts when said negligent acts, errors or omissions are not related to duties performed on behalf of the Sheriff's Office.

This Contract is hereby approved by the respective parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

For:

**COCHISE COUNTY SHERIFF'S OFFICE**  
(Contractor)

**PHILIP HOGAN**  
(Owner)

By: *Rodney W. Rothrock, Chief Deputy*  
Larry Dever, Sheriff  
or his assignee

By: *P. Hogan*  
Philip Hogan

Date: 5-1-2012

Date: 5-1-2012

**Approved:**

COCHISE COUNTY

By: \_\_\_\_\_  
Richard R. Searle, Chairman  
Cochise County Board of Supervisors

Date: \_\_\_\_\_

**Attest:**

**Approved as to form:**

By: \_\_\_\_\_  
Katie Howard  
Clerk of the Board

By: *Tea Brun*  
Deputy County Attorney

Date: \_\_\_\_\_

Date: May 7, 2012