

## AGREEMENT FOR EQUINE SERVICES BETWEEN COCHISE COUNTY AND MICHAEL MAGOFFIN

This Agreement is entered into by and between COCHISE COUNTY, a political subdivision of the state of Arizona, hereinafter referred to as "COUNTY", and MICHAEL MAGOFFIN, a current employee of the Cochise County Sheriffs Office, hereinafter referred to as "OWNER", for the sole purpose of providing equine services to the Cochise County Sheriffs Office. COUNTY and OWNER may jointly be referred to herein as "PARTIES".

### RECITALS

WHEREAS, pursuant to A.R.S. § 11-441, the Cochise County Sheriff is responsible for preserving the peace and suppressing any lalown affrays, breaches of the peace, riots and insurrections, as well arresting all persons who commit or attempt to commit a public offense;

WHEREAS, in order to meet the above obligations, the Cochise County Sheriff has established a horse patrol to assist in the detection and deterrence of criminal activity within the County; and

WHEREAS, certain employees of the Cochise County Sheriff own their own horses and are willing to use these horses during their employment and during their assignment to the Sheriff's horse patrol.

Therefore, in consideration of the mutual covenants contained herein, the PARTIES agree as follows:

#### 1. SCOPE OF WORK

OWNER agrees to use his own horse during the course and scope of OWNER'S duties while on horse patrol as an employee of the Cochise County Sheriff.

### TERMS AND CONDITIONS

1. COUNTY agrees to reimburse OWNER for the following expenses through the Cochise County Sheriffs budget:

- A. Veterinary care, including emergency veterinary care, associated with duty use including, but not limited to, ingestion or exposure to toxic substances and/or injuries.
  - B. Necessary accessories and supplies may be reimbursed up to \$1,000.00 annually.
2. COUNTY will not replace horse should horse be injured in the line of duty and rendered unfit to return or should horse be fatally injured in the line of duty.
  3. COUNTY will not be responsible for routine veterinary care and associated expenses. COUNTY will not be financially responsible for any pre-existing medical conditions.

#### EFFECTIVE DATE AND LENGTH OF AGREEMENT

This Agreement shall become effective on the date it is approved by the Board of Supervisors of Cochise County. This Agreement will automatically renew on an annual basis unless it is subject to termination pursuant to the TERMINATION section of this Agreement.

#### TERMINATION

Either party may terminate this Agreement with a minimum of thirty (30) days prior written notice to the other party. Such notice shall be provided via personal delivery or by Registered or Certified Mail, return receipt requested.

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

COUNTY may terminate this Agreement upon twenty-four (24) hours notice if it deems the equine is unable to safely perform its functions or endangers the public and/or Cochise County Sheriffs Office personnel.

This Agreement will automatically terminate upon the OWNER's separation from employment with COUNTY.

#### NOTICE

Legal notice under this Agreement 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 it was addressed unless otherwise indicated in said notice.

TO COUNTY: Thad Smith, ChiefDeputy  
Cochise County Sheriffs Office  
205 North Judd Drive  
Bisbee, AZ 85603  
520-432-9500

TO OWNER: Michael Magoffin  
205 N. Judd Drive,  
Bisbee AZ 85603  
Or  
Last Known Mailing Address Reported to COUNTY  
(520) 353-5665

#### JURISDICTION

The terms of this Agreement shall be construed in accordance with Arizona law. Any and all legal actions shall be filed in Cochise County.

#### AMENDMENTS

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

#### RECORDS

COUNTY agrees to retain all financial books, records, and other documents relevant to this Agreement for (5) five years from the last date of service or the last date of payment for reimbursed expenses as set forth in this Agreement. COUNTY or Federal or State auditors and any other persons duly authorized by COUNTY shall have full access to and the right to examine copy and make use of any and all said materials.

#### ASSIGNMENT OR SUBCONTRACTING

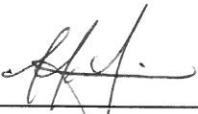
No rights, liability, obligations or duties under this Agreement may be assigned, delegated or subcontracted without the prior written approval of the COUNTY.

#### SEVERABILITY

Any provision of this Agreement 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.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be signed by their duly authorized representatives.

OWNER MICHAEL MAGOFFIN

By:   
Michael Magoffin

Date: 01/24/18

APPROVED:

COCHISE COUNTY

By:   
Sheriff Mark Dannels

Date: 01/12/2018

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ann English, Chair  
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Arlethe G. Rios  
Clerk of Board

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

By: \_\_\_\_\_

Elda E. Orduño  
Civil Deputy Attorney

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

## AGREEMENT FOR EQUINE SERVICES BETWEEN COCHISE COUNTY AND JACOB KARTCYNER

This Agreement is entered into by and between COCHISE COUNTY, a political subdivision of the state of Arizona, hereinafter referred to as "COUNTY", and JACOB KARTCHNER, a current employee of the Cochise County Sheriff's Office, hereinafter referred to as "OWNER", for the sole purpose of providing equine services to the Cochise County Sheriff's Office. COUNTY and OWNER may jointly be referred to herein as "PARTIES".

### RECITALS

WHEREAS, pursuant to A.R.S. § 11-441, the Cochise County Sheriff is responsible for preserving the peace and suppressing any known affrays, breaches of the peace, riots and insurrections, as well as arresting all persons who commit or attempt to commit a public offense;

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#### 1. SCOPE OF WORK

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### TERMS AND CONDITIONS

1. COUNTY agrees to reimburse OWNER for the following expenses through the Cochise County Sheriffs budget:

- A. Veterinary care, including emergency veterinary care, associated with duty use including, but not limited to, ingestion or exposure to toxic substances and/or injuries.
  - B. Necessary accessories and supplies may be reimbursed up to \$1,000.00 annually.
2. COUNTY will not replace horse should horse be injured in the line of duty and rendered unfit to return or should horse be fatally injured in the line of duty.
3. COUNTY will not be responsible for routine veterinary care and associated expenses. COUNTY will not be financially responsible for any pre-existing medical conditions.

#### EFFECTIVE DATE AND LENGTH OF AGREEMENT

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TO COUNTY: Thad Smith, ChiefDeputy  
Cochise County Sheriffs Office  
205 North Judd Drive  
Bisbee, AZ 85603 520-432-  
9500

TO OWNER: Jacob Kartchner  
205 N. Judd Drive,  
Bisbee AZ 85603  
Or  
Last Known Mailing Address Reported to COUNTY  
(520) 353-5628

## JURISDICTION

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## AMENDMENTS

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

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IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be signed by their duly authorized representatives.

OWNER JACOB KARTCHNER

By:   
Jacob Kartchner

Date: 01/03/18

APPROVED:

COCHISE COUNTY

By:   
Sheriff Mark Dannels

Date: 01/12/2018

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ann English, Chair  
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

Arlethe G. Rios  
Clerk of Board

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

By: \_\_\_\_\_

Elda E. Orduño  
Civil Deputy Attorney

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