

January 4, 2012

Brian Frasier
c/o Grand Junction Police Department
625 Ute Avenue
Grand Junction, Colorado 81501

Dear Officer Frasier,

The purpose of this writing is to confirm the retirement of police canine Kazan (hereinafter "Kazan" "Dog" or "the Dog") and your acceptance of the City's offer to sell and for you to buy, subject to the following conditions, the Dog as your personal property.

You may be aware that the Charter of the City of Grand Junction provides that employees of the City shall not receive anything of value other than their salary/lawful compensation. Because of that Charter section the Department is not authorized to give Kazan to you, however, for the sum of \$5.00 and other good and valuable consideration the City Manager has authorized the sale of the Dog to you. To accept the offer please read the following agreement, and sign it as required.

I, Brian Frasier desire to purchase from the City of Grand Junction Police Department retired police canine Kazan. Kazan has been my partner and has been assigned to me for 6 years. The Dog is being retired due to age and health concerns, and because of my long relationship I am best suited to care for it. I acknowledge the condition of the Dog and further that I will care for the Dog without further claim for payment or support of it from the Department.


In consideration of the City's allowing me to purchase the Dog, the sufficiency of which consideration is hereby acknowledged, I agree to the following:

I hereby affirmatively state that I shall not use Kazan as a police canine or otherwise receive any profit, benefit or advantage other than as a companion animal, from my ownership. I agree not to sell or otherwise benefit from the sale of the Dog's reproductive services.


I agree to abide by all animal control regulations as established by the City and/or Mesa County. I agree that I shall keep the Dog vaccinated and licensed as required by law for the location at which the Dog is owned, kept, harbored or controlled.

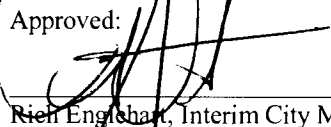
I further understand and agree that by signing below I am indemnifying and holding harmless the City of Grand Junction against any and all claims, demands and/or liability of any kind or nature that may be brought against the City by me, my family, my heirs successors or assigns and all third parties alleging injury, loss or damage caused or claimed to be caused, by Kazan.

All of the foregoing statements, representations and waivers are freely and voluntarily made.


Brian Frasier 1-6-12
date

Recommended:


John Camper, Chief of Police 1-5-11
date

Approved:

Rich Englishart, Interim City Manager 1/9/12
date