

## **DONATION AGREEMENT**

This Donation Agreement ("Agreement") is entered into by and between the City of Maricopa ("City") an Arizona municipal corporation, and Steve Stahl ("Donee").

### **RECITALS**

**WHEREAS**, Commander Gerald Kaphing came to the Maricopa Police Department after full retirement in good standing from the Drug Enforcement Agency; and

**WHEREAS**, after years of service to the Maricopa Police Department, Commander Kaphing has given the City his notice of resignation; and

**WHEREAS**, the executive command membership, through Chief Stahl, desires to purchase Commander Kaphing's badge and firearm as a gift for Commander Kaphing; and

**WHEREAS**, Section 3-251 of the Maricopa City Code allows surplus supplies to be donated to persons pursuant to a written contract approved by City Council, provided that the City receives adequate consideration for the surplus supplies; and

**WHEREAS**, the purchase price shall be paid without the use of public funds and will be equal to the amount of the purchase price of the badge and firearm.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the City and the Donee hereby agree as follows:

1. In compliance with Section 3-251 of the Maricopa City Code, Donee shall pay City Six Hundred Thirty One and 00/100 Dollars (\$631.00) for Commander Kaphing's badge and Glock Model 22, 40 caliber, Serial No: BAHU939 ("Supplies"), and Chief Stahl declares these Supplies to be surplus.

2. Donee agrees to take the Supplies in an "AS IS, WHERE IS AND WITH ALL DEFECTS" condition, without representation or warranty of any kind including, but not limited to all WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. City also makes no warranty or representation as to the working order or as to the sterility or cleanliness of the Supplies.

3. Donee agrees that he shall not have any claim against City related to the acquisition or subsequent sale of any Weapon and/or Firearm purchased from City, and hereby releases City from any and all liability therefrom.

4. Donee agrees that upon acquisition and to the fullest extent permitted by law, he shall defend, indemnify and hold harmless City, its agents, representatives, officers, directors,

elected and appointed officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, injuries, losses, and expenses, including, but not limited to, attorney's fees, court costs, and claim adjustment expense, and including, but not limited to, claims sounding in contract, tort, or strict liability, arising from the purchase, care, custody, control, ownership, sale, or use of the Supplies, brought or made by any subsequent owner.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, personal and legal representatives, successors and assigns.

6. Entire Agreement. This Agreement represents the entire agreement between the City and Donee and supersedes any prior negotiations, representations or agreement, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.

7. Venue and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Arizona, and the Pinal County Superior Court shall be the proper and exclusive venue for any litigation arising out of this Agreement.

**DONEE:**

By: \_\_\_\_\_  
Steve Stahl

**City Of Maricopa**

an Arizona municipal corporation

\_\_\_\_\_  
Christian Price  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa Bueras, MMC  
City Clerk

\_\_\_\_\_  
Denis Fitzgibbons, City Attorney