

MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Domestic Partnership Agreement & Affidavit

Employee: _____ SSN: _____

Partner: _____ SSN: _____

The undersigned Employee and Partner (“We” or “Our”) understand and acknowledge that every box set forth below shall be marked if applicable.

Employee and Partner, jointly and individually, do hereby declare and affirm under the pains and penalties of perjury as follows:

True False #

- | | | | |
|-----|-----|--------|---|
| ___ | ___ | 1. | We are both 18 or more years of age with personal knowledge of the information set forth in this Agreement and Affidavit. |
| ___ | ___ | 2. | We are not legally related to each other, by blood or affinity. |
| ___ | ___ | 3 (a). | We currently share an intimate and personal relationship with each other. |
| ___ | ___ | 3 (b). | We have shared this same intimate and personal relationship without interruption during the 24 months ending on the date hereof. |
| ___ | ___ | 3 (c) | We also consent to our intimate and personal relationship in the absence of fraud or duress of any nature, sort or description whatsoever. |
| ___ | ___ | 4. | Neither of Us has shared an intimate and personal relationship with any other person, at any time during the 24 months ending on the date hereof. |
| ___ | ___ | 5. | Neither of Us has been married during the 24 months ending on the date hereof. |
| ___ | ___ | 6 (a) | We currently are responsible for each other’s personal welfare |
| ___ | ___ | 6(b) | We have been responsible for each other’s personal welfare at all times during the 24 months ending on the date hereof. |
| ___ | ___ | 7. | We currently share the same actual and legal residence, and have shared the same actual and legal residence without interruption at all times during the 24 months ending on the date hereof. |

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True False #

___ ___ 8. Neither of Us has shared an actual or legal residence with any other person (other than a minor dependent) at any time during the 24 months ending on the date hereof; except as follows [state "Not Applicable" if appropriate]:

___ ___ 9. We jointly **lease** the shared legal and/or actual residence(s) for 24 months ending on the date hereof described in Paragraph 7 above. If the shared residence is leased, a true, correct and complete copy of all such leases or rental agreements are attached to this Agreement and Affidavit.

___ ___ 10. We jointly **own** the shared legal and/or actual residence(s) for 24 months ending on the date hereof described in Paragraph 7 above. If the shared residence is jointly owned, a true, correct and complete copy of all (i) deeds of conveyance and (ii) mortgages or deeds of trust are attached to this Agreement and Affidavit.

___ ___ 11. We have maintained one or more jointly owned checking or share draft accounts without interruption during the 24 months ending on the date hereof. If so, Employee and Partner have attached documents showing the existence and duration of such account or accounts, and certify without reservation that such documents are a true, correct and complete

___ ___ 12. We have maintained one or more joint credit card or other joint personal credit accounts without interruption during the 24 months ending on the date hereof. If so, Employee and Partner have attached documents to prove the existence and duration of such account or accounts and certify without reservation that such documents are a true, correct and complete.

___ ___ 13. We each have a will or power of attorney pertaining to our respective health care decisions in the event of incapacity. If either of Us has made such a will or power of attorney, a true, correct and complete copy of each such will or power of attorney is attached to this Agreement and Affidavit. This must be in effect for the 24 months ending on the date hereof.

___ ___ 14. We have each designated the other as primary beneficiary of survivorship for purposes of retirement benefits or policies of life insurance. This must be in effect for the 24 months ending on the date hereof. If either of us has made such a designation pertaining to the other, a true, correct and complete copy of each such designation is attached to this Agreement and Affidavit.

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Terms of Agreement

Employee, Partner, and the Maryland-National Capital Park and Planning Commission (the "Commission") do further hereby covenant and agree as follows:

A. **Reliance.** Employee and Partner represent and warrant to the Commission that each and every one of the statements set forth in the affidavit above are true, correct and complete, to the best of Our respective knowledge, best information and reasonable belief. We further acknowledge and agree that the Commission may reasonably rely on the statements contained in that affidavit for any purpose, and without any further investigation or verification by the Commission whatsoever.

B. **False Statement & Misrepresentation.** We understand and agree that the Commission considers any willful misrepresentation or other false statement set forth in this Affidavit or Agreement as fraud, and that claims paid by the Commission and other benefits obtained by Employee, Partner, or any third-party as a result of such fraud constitute the misappropriation of public funds.

C. **Notice of Change In Status.** Employee and Partner each are affirmatively obligated to inform the Commission within 30 days in the event their domestic partnership ceases, for any reason, or in the event of any other such change in status or circumstances relating to the subject matter of the statements set forth above in this Affidavit and Agreement.

D. **Taxes.** We understand that declaring a domestic partnership and responsibility for each other's common welfare may have legal and tax implications under federal and Maryland law. We understand that if an employee receives health benefits, including medical, dental, vision and prescription, for a domestic partner, and if that domestic partner is not a dependent of the employee under the Internal Revenue Code, that employee will be required to pay taxes on the value of the benefit. We also understand that we are encouraged to contact a tax advisor or an attorney regarding any tax or legal implications of domestic partner benefits, and that the Commission has no responsibility.

E. **Disputes, Disciplinary Action & Setoff.** Any dispute arising in connection with this Affidavit and Agreement, or the qualifications for or provision of benefits for Employee or Partner pursuant hereto, shall be subject to the administrative employment grievance procedures established by the Commission, as amended from time to time, pursuant to the Merit System Rules. Without limiting any other remedy available to the Commission, it is understood that any breach of this Affidavit and Agreement may constitute cause for dismissal or other disciplinary action with respect to Employee under the Commission's Merit System Rules, collective bargaining agreements, or other laws and regulations as applicable. It is further understood that, in the event the Commission pays any claim or other benefit to which Employee, Partner or Partner's dependents are not entitled, Employee and Partner shall be liable for immediate repayment thereof to Commission and, without limiting any other remedy available to the Commission, Commission may offset and collect the amount of such liability

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directly against any salary or other form of compensation payable otherwise in favor of Employee.

F. Joint & Several Liability. Each and every liability or obligation of Employee or Partner, respectively, arising in connection with this Application and Agreement shall be deemed and construed for all purposes arising hereunder as the joint and several liability or obligation of both Employee and Partner.

G. Confidentiality. We understand this information will be held confidential and will be subject to disclosure only if either one of Us provides express written authorization or if otherwise required by law.

Employee's Signature **Date**

Subscribed and sworn to before me this _____ day of, _____ 20____.

Notary Public

My commission expires _____

Domestic Partner's Signature **Date**

Subscribed and sworn to before me this _____ day of, _____ 20____.

Notary Public

My commission expires _____