

CITY OF CLEARWATER
Affidavit of Domestic Partnership for Clearwater Employees
100 S Myrtle Ave
Clearwater, FL 33756
727-562-4870

This Affidavit of Domestic Partnership for Clearwater Employees is submitted for the purpose of obtaining any benefits the City of Clearwater may extend to City of Clearwater employees' domestic partners and their dependent children.

As Domestic Partners, we hereby declare that we are two individuals of the same or opposite gender who reside together in a long-term relationship of indefinite duration; and that there is an exclusive mutual commitment in which we agree to be jointly responsible for each other's common welfare and share financial obligations.

We the undersigned do declare that we meet all of the following requirements and agree to the following statements:

Initials of Domestic Partners:

_____ _____ We are at least eighteen (18) years old and mentally competent to consent to a contract.

_____ _____ We are each other's sole domestic partner and intend to remain so indefinitely.

_____ _____ We have common residence and at the time of this declaration we have resided together on a continuous basis for the preceding six (6) months and intend to continue the arrangement.

_____ _____ We are not married under Florida law, nor are we married to or domestic partners with anyone else and have not been so during the preceding six (6) months.

_____ _____ We are not related by blood in any way that would prohibit legal marriage in the State of Florida.

_____ _____ We share responsibility for a significant measure of each other's common welfare and financial obligations.

As proof of eligibility to declare domestic partnership, we have registered with the city, county, or municipality of which we reside and have attached:

Registry of documentation as proof of eligibility

OR

As proof of eligibility to declare domestic partnership we have attached at least three (3) of the following required items for documentation (check applicable boxes):

Joint lease, mortgage, or deed of the common residence;

Joint ownership of an automobile used for transportation;

Joint ownership of regularly used checking or savings account;

Designation of the partner as a beneficiary for life insurance, deferred compensation or other Retirement/disability policy;

Designation of the partner as a primary beneficiary of the employee's will, or joint wills;

Designation of the partner as holding power of attorney for health care;

DEPENDENT CHILD(REN) OF DOMESTIC PARTNER – CERTIFICATION

List the name(s) of dependent(s) that reside(s) within the household of the Registered Domestic Partnership and is (are):

- 1. A biological, adopted, or foster child of a Registered Domestic Partner; or
- 2. A dependent as defined under IRS regulations; or
- 3. A ward of a Registered Domestic Partner as determined in a guardianship or other legal proceeding.

Domestic Partner Dependent Child (ren)

Last Name First Name MI

Last Name First Name MI

Last Name First Name MI

Last Name First Name MI

We hereby certify that the above named child(ren) of the Domestic Partnership meet all of the eligibility requirements listed below for coverage under the group health plan:

- o The above listed child(ren) reside with us and the Domestic Partner is responsible for the child(ren)'s well being; or the Domestic Partner is required to provide coverage for the child(ren) by court order; or
- o The child(ren) qualifie(s) as the Domestic Partner's dependent(s) for tax purposes under the federal guidelines (attach a copy of the federal income tax return); and
- o The child(ren) meet and continue to meet the eligibility requirements as outlined in the Dependents Eligibility Class and Extension of Eligibility for Certain Dependent Children Subsections of the Contract.

We further acknowledge and understand:

- o We cannot file another Affidavit of Domestic Partnership for Clearwater Employees for a new domestic partner until at least six (6) months after a written request to terminate the Domestic Partnership for Clearwater Employees has been submitted and received by the City's Human Resources Department.
- o We have an obligation to submit notification in writing to the City's Human Resources Department within thirty (30) days of (a) the death of the domestic partner; (b) the date on which the partnership no longer meets the eligibility criteria; (c) the date the domestic partner has married; (d) the date the domestic partner has obtained coverage through his/her employer; or (d) the date the domestic partner has enrolled in Medicare.
- o We understand that we would be well advised to consult an attorney regarding the possibility that the filing of this document may have certain legal consequences including the fact that it may in the event of termination of the relationship be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for the purpose of establishing and dividing community property or for ordering payment of support.

- We understand that in the case of the termination of the domestic partnership by other than death, the employee's failure to submit in writing to Human Resources as described previously may result in the employee being subject to discipline and a reimbursement obligation. In a case in which a domestic partnership dissolves by a method other than death of either partner, the domestic partnership shall be deemed to have terminated as of the date the partnership no longer meets the eligibility criteria and entitlement to coverage/benefits as a domestic partner, or the coverage for a dependent child of a domestic partner shall terminate as of that date. If the relationship dissolves as a result of death of the employee, entitlement to coverage/benefits as a domestic partner or the dependent child of a domestic partner shall terminate as of the date of death. In any event, the City's portion of the premium payments for the premium including the former domestic partner (and the partner's dependents, if applicable) incurred after eligibility for coverage would have or did terminate shall be an obligation of the employee and/or the domestic partner. Such amounts may be withheld through salary deductions from the employee's paycheck including withholding amounts from the final paycheck or any other lawful means at the discretion of the City.
- We understand that the filing of this affidavit does not guarantee eligibility for enrollment in the benefits that are offered by the City of Clearwater. Furthermore, the health plan providers may request additional or updated information at their discretion.

It is further understood that by completing this form we acknowledge receipt and the obligation to read and understand the City of Clearwater's Employee Domestic Partnership Policy.

I affirm, under the penalty of perjury that the statements on this affidavit are true to the best of my knowledge.

| | | |
|-------------------|-------------------|--------------|
| Employee: | Partner: | Date: |
| _____ | _____ | _____ |
| Signature | Signature | |
| _____ | _____ | _____ |
| Print Name | Print Name | |

Notarization of both signatures: (Required)

State of Florida
 County of Pinellas

Sworn to and subscribed before me this ____ day of _____, 20__ by _____
 and _____ who are personally known to me or produced _____
 as identification and who did/did not take an oath.

 Signature of Notary Public

 Name of Notary Printed

My Commission expires: _____