

AFFIDAVIT OF CERTIFIED DOMESTIC PARTNER RELATIONSHIP

STATE OF FLORIDA  
COUNTY OF ALACHUA

BEFORE ME this day personally appeared \_\_\_\_\_,  
who, being first duly sworn, deposes and says: (Name of Employee)

I submit this Affidavit of Certified Domestic Partner Relationship to establish \_\_\_\_\_ as my Certified Domestic Partner (as those terms are defined below) for the purpose of any benefits that the City of Gainesville may extend to employee's Certified Domestic Partners and their dependent children.

FOR CERTIFIED DOMESTIC PARTNER RELATIONSHIP

I and \_\_\_\_\_ are Certified Domestic Partners. "Certified Domestic Partners" means two adults who have chosen to share their lives in a committed relationship, reside together, and share a mutual obligation of support for the basic necessities of life.

Specifically, I declare and acknowledge that I and my Certified Domestic Partner named above meet all of the following criteria:

- (a) We are each other's sole domestic partner and intend to remain so indefinitely;
- (b) We have a common residence at the time of certification, have resided together on a continuous basis for the preceding 12 months, and intend to continue the arrangement;
- (c) We are at least 18 years of age and mentally competent to consent to contract;
- (d) We share responsibility for a significant measure of each other's common welfare and financial obligations;
- (e) We are not married to or domestic partners with anyone else, and have not been so during the preceding 12 months;
- (f) We are not related by blood in any way which would prohibit legal marriage in the State of Florida, and are not related by marriage.

I acknowledge that:

- I cannot file another Affidavit of Certified Domestic Partner Relationship for a new Certified Domestic Partner until at least twelve months after a Notice of Termination of Certified Domestic Partner Relationship has been submitted.

- If health care coverage is requested, I will provide to City’s Plan Administrator or designated representative a completed enrollment application, along with documents establishing the existence of my Certified Domestic Partner relationship, which shall provide evidence, acceptable to the Administrator, of at least two (2) of the following:
  - (a) joint lease, mortgage, or deed of the common residence;
  - (b) joint ownership of an automobile use for transportation;
  - (c) joint ownership of regularly used checking or savings account;
  - (d) designation of the certified domestic partner as a beneficiary for the employee’s life insurance or retirement benefits;
  - (e) designation of the certified domestic partner as a primary beneficiary of the employee’s will;
  - (f) designation of the certified domestic partner as holding power of attorney for health care.

Evidence of compliance with the above criteria may also be required during such time as benefits (coverage, payments) for the domestic and/or dependent children of the domestic partner are sought. If after initial certification the criteria upon which the continuation of the domestic partner relationship is based, changes, i.e., new joint ownership of residence and no longer joint ownership of automobile, employee is responsible for submitting documentation of such changes in circumstances to the Administrator as soon as it occurs or coverage/benefits may be denied.

My Certified Domestic Partner and I declare the following person(s) as dependents:

_____	_____	_____
Dependent’s Name	Date of Birth	SSN
_____	_____	_____
Dependent’s Name	Date of Birth	SSN
_____	_____	_____
Dependent’s Name	Date of Birth	SSN
_____	_____	_____
Dependent’s Name	Date of Birth	SSN

- I understand that I would be well advised to consult an attorney regarding the possibility that the filing of this Affidavit may have certain legal consequences, including the fact that it may, in the event of termination of the Certified Domestic Partner 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.
- I have an obligation to file a Notice of Termination of Certified Domestic Partner Relationship with the City’s Plan Administrator or designated representative

within [10] days of the earliest of (a) the death of my Certified Domestic Partner; or (b) the date on which the partnership no longer meets the eligibility criteria.

- I understand that in the care of the dissolution of the domestic partnership by other than my death, my failure to file a Notice of Termination, as described above, shall result in my 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 eligibility criteria, and entitlement to coverage/benefits as a domestic partner or the dependent child of a domestic partner shall terminate as of that date. If the relationship dissolves as a result of the death of either myself or the domestic partner, 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 premium payments of the premium tier including the former domestic partner and the partner's dependent(s), excess of the amount which the City would have contributed for a premium tier without the former domestic partner (and the partner's dependents(s), if applicable), as well as payment actually made to or for a domestic partner and/or his/her dependent(s) incurred after eligibility for coverage would have or did terminate, shall be an obligation of mine and or the domestic partner. Such amounts may be withheld from insurance payments otherwise due to me or my former domestic partner, or dependent child of domestic partner, or through salary deductions from my paycheck, including withholding amounts for the final paycheck, or any other lawful means, at the discretion of Risk Management.
- I understand that I am responsible for reimbursement of any expenses incurred as a result of any false or misleading statement contained in this Affidavit of Certified Domestic Partner Relationship.

I affirm, under penalty or perjury, that the statements in this Affidavit are true to the best of my knowledge.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Personally Known ( ) OR Produced Identification ( )

**Please Note:** If you wish to enroll you Certified Domestic Partner for group health coverage, the enrollment application must be completed and returned, along with the documents establishing the existence of the Certified Domestic Partner equivalency relationship, to the City of Gainesville Plan Administrator or designated representative.