

DECLARATION OF DOMESTIC PARTNERSHIP

I. DECLARATION:

We, _____ and _____, each
(Employee's name PRINTED) (Domestic Partner's name PRINTED)
certify and declare that we are domestic partners in accordance with the following criteria:

II. STATUS

1. We affirm that this domestic partnership began on or about _____(month/date/year).
2. We are each other's sole domestic partner, and we intend to remain so indefinitely.
3. Neither of us is legally married and has not had another Domestic Partner within the prior year.
4. We are both at least eighteen (18) years of age or meet the age of consent in the State of Florida and are mentally competent to consent to contract.
5. We are not related by blood to a degree of closeness that would prohibit legal marriage in the State of Florida in which we legally reside.
6. We cohabit and reside together in the same residence and intend to do so indefinitely. We have resided in the same household for a least one year.
7. We are engaged in a committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses. Our interdependence is demonstrated by at least two (2) of the following (please check appropriate items):
 - Common ownership of real property (joint deed or mortgage agreement) or common leasehold interest in property.
 - Common ownership of a motor vehicle.
 - Driver's license listing a common address.
 - Proof of joint bank accounts or credit accounts.
 - Proof of designation as the primary beneficiary for life insurance or retirement benefits or primary beneficiary designation under the Partner's will.
 - Assignment of a durable property power of attorney or health care provider of attorney.
8. We are not in this relationship solely for the purpose of obtaining benefits coverage.

III. DEPENDENT CHILDREN OF DOMESTIC PARTNER

We understand that dependent children of _____ are eligible for
(Domestic Partner's name PRINTED)
coverage when they are:

- unmarried
- primary dependent on the employee for support, and
- meet the age/school and all eligibility requirements of the plan of benefits

IV. CHANGE IN DOMESTIC PARTNERSHIP:

1. We have an obligation to notify the City of St. Pete Beach by filing a Declaration of Termination of Domestic Partnership if there is any change in our domestic partnership status as attested to in this Declaration that would terminate this Declaration (e.g. due to death of a partner, a change in residence of one partner, termination of the relationship, etc.). We will notify the City of St. Pete Beach within thirty-one days of this change.
2. We understand that termination of this coverage (obtained as a result of completion of this Declaration) will be effective on the date the relationship ends as indicated on the Declaration of Termination of Domestic Partnership, providing coverage has not otherwise terminated due to standard policy provisions.

V. ACKNOWLEDGEMENT:

1. We understand that a civil action may be brought against one or both of us for any losses (as well as attorneys' fees and costs) due to any false statement contained in this Declaration or for failure to notify the City of St. Pete Beach of changed circumstances as required in Section IV above. I, the undersigned employee, further understand that falsification of information in this Declaration, or failure to notify the City of St. Pete Beach of changed circumstances pursuant to Section IV above may lead to disciplinary action against me, including discharge from employment.
2. We have provided the information in this Declaration for use by City of St. Pete Beach for the sole purpose of determining our eligibility for certain domestic partnership benefits. We understand and agree that the City of St. Pete Beach is not legally required to extend such benefits. We understand that this information provided in this Declaration will be treated as confidential by the City of St. Pete Beach but will be subject to disclosure;
 - upon the express written authorization of the undersigned employee,
 - upon request of the insurer or plan administrator
 - or, if otherwise required by law.
3. We understand that this Declaration may have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Declaration we should seek competent legal advice concerning such matters.

We affirm, under penalty of perjury, that the statements in this Declaration are true and correct.

Employee's Signature

_____/_____/_____
Date of Birth

_____/_____/_____
Date

Domestic Partner's Signature

_____/_____/_____
Date of Birth

_____/_____/_____
Date

Street address, State & Zip Code