

# Affidavit of Domestic Partnership

## Sworn Employee

City of Los Angeles • Personnel Department • Employee Benefits Division • 213-978-1655



### CONFIDENTIAL

1. I, (employee) \_\_\_\_\_

and (domestic partner) \_\_\_\_\_

reside together and intend to do so indefinitely at: \_\_\_\_\_

We share the necessities of life.

2. By signing this Affidavit of Domestic Partnership, we agree that we both are economically responsible to third parties for the common necessities of life, defined as food, shelter, and medical care, and this shall remain the case for expenses incurred during the period that we are receiving any domestic partnership benefits from the City.

3. We affirm that we began to reside together as domestic partners on: \_\_\_\_\_

4. We are not married to anyone.

5. We are at least eighteen (18) years of age, or older.

6. We are not related by blood closer than would bar marriage in the state of California and are mentally competent to consent to contract.

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

8. I, (employee) \_\_\_\_\_ agree to notify the City within thirty (30) days of any change of circumstances attested to in this Affidavit by filing with the Personnel Department's Employee Benefits Office, a Statement of Termination of Domestic partnership. Such Statement of Termination shall be on a form provided by the City and shall affirm under penalty of perjury that the partnership is terminated and that a copy of the Statement of Termination has been provided to my former domestic partner.

9. I, (employee) \_\_\_\_\_ understand that I cannot file another Affidavit of Domestic Partnership until twelve (12) months after the Statement of Termination of the previous partnership has been filed.

10. We understand that if the City suffers any loss because of a false statement contained in this Affidavit, the City may bring a civil action against either or both of us to recover its losses, including reasonable attorney's fees and court costs.

11. We understand that the employee is responsible for the payment of applicable income taxes as a result of the City providing health and/or dental benefits to a domestic partner and/or their child(ren).

12. We understand and agree that we are providing the information in this Affidavit solely to allow the City to determine our eligibility for domestic partnership benefits as defined by City ordinance. We understand that this information will be held confidential and will be subject to disclosure only upon our written authorization or pursuant to a legally appropriate process.

13. We understand that in addition to the eligibility requirements of the City for domestic partnership coverage, there are terms and conditions of coverage set forth in the service agreements of each health and dental care plan offered by the City. By executing this Affidavit, each of us agrees to be bound by the terms and conditions of coverage of the health and/or dental care plan selected, as set forth in the applicable service agreement.

14. We understand and agree that the City is not legally required to extend any benefits, other than those benefits specifically granted to an employee and his/her domestic partner by City ordinance. We also understand and agree that upon the termination of this domestic partnership, the City is no longer obligated to provide any domestic partnership benefits to the employee's former domestic partner.
15. We understand that the information we are providing in this Affidavit may be used by either of us as evidence of the existence of our domestic partnership in subsequent legal or administrative proceedings. We understand that before signing this Affidavit, we should seek competent legal and/or tax advice concerning the financial obligations we may be undertaking by signing the Affidavit.
16. I, (employee) \_\_\_\_\_ understand that in order to provide a retirement survivor benefit to my domestic partner, I must file a separate domestic partnership affidavit with Los Angeles Fire & Police Pensions (LAFPP) or the Los Angeles City Employees' Retirement System (LACERS), and if I do not do so my domestic partner will not be entitled to a retirement survivor benefit.
17. We each declare, under penalty of perjury, that the assertions in this Affidavit are true and correct to the best of our knowledge.

**Submit this completed form and documentation to the  
Personnel Department, Benefits Division 200 N. Spring Street, Room 867, Los Angeles, CA 90012.**

## SIGNATURES

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Domestic Partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee ID or Social Security Number *(Employee ID# is located at the top portion of your payroll check, under your name)*

\_\_\_\_\_  
Domestic Partner Social Security Number

\_\_\_\_\_  
Employee Date of Birth

\_\_\_\_\_  
Domestic Partner Date of Birth

\_\_\_\_\_  
Daytime Phone Number

## SPECIAL NOTE

Please submit a copy of your own and your domestic partner's California Driver's License or identification card. Be advised that the addresses on your respective licenses or identification cards must match one another and be the same as your address of record with the City. Your Affidavit and application cannot be processed until all addresses are consistent.