Memorandum

MIAMI-DADE COUNTY

Date: July 21, 2009

Agenda Item No. 14(A)(75)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Cooperative Agreement with Miami-Dade County Public School Board for Project SEARCH

Recommendation

It is recommended that the Board adopt the attached resolution authorizing to enter into a Cooperative Agreement with the Miami-Dade County Public School Board (MDCPS) to form the basis for implementation of Project SEARCH, a unique business-led transition program designed to provide work skills and employment training to young adults with disabilities. The resolution further authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise the renewal and cancellation provisions contained therein.

Scope

The host site for Project SEARCH is Miami MetroZoo located at 12400 SW 152 Street in Commission District 9.

Fiscal Impact/Funding Source

There is no fiscal impact to the County as a result of this agreement. The Park and Recreation Department (MDPR) received a $10,000 grant from the Florida Developmental Disabilities Council to fund training for both MDPR and MDCPS employees involved in the Project, as well as supplies and materials that will be used on site during the Project. No grant match was required.

Track Record/Monitor

The agreement will be monitored by Carol Kruse, Assistant Director of Miami MetroZoo.

Background

This Agreement for Project SEARCH establishes cooperative efforts on behalf of the County through the MDPR and MDCPS to provide students with disabilities between the ages of 18-22 with appropriate educational and vocational experiences in a work-appropriate setting. Project SEARCH will enable the students to learn employability and job skills while participating in a variety of worksite rotations which may lead to competitive employment in the community. Individualized job development and placement will occur based on the student's experiences, strengths, and skills. Students will be given support with accommodations, adaptations, and on-the-job coaching. There is absolutely no promise or guarantee of a job after the student completes Project SEARCH.

Miami MetroZoo as host site for the program will also be a potential future employment site for Project SEARCH participants. MDCPS will play a vital role in the collaborative through the Office of Special Education and Psychological Services by providing the Special Education teacher and paraprofessional along with the students who will participate in the program. Miami MetroZoo employees will mentor the students through "on the job" training in tasks deemed appropriate for the student's skill level while the MDCPS teacher will compliment that training by working with each student on specific job skills identified as needing improvement.

The term of this Agreement is from July 22, 2009 through and including July 21, 2010. Upon expiration, the Agreement may be extended by mutual consent of the parties for two additional one-year periods ending July 21, 2012. Notwithstanding any of the foregoing, M-DCPS agrees and understands that MDPR makes no commitment and shall have no obligation to expend funds beyond those provided by the Florida Developmental Disabilities Council for Project SEARCH. If the Project SEARCH agreement is not approved, MDPR will have to return the $10,000 grant it received from the Florida Developmental Disabilities Council that funded training for both MDPR and MDCP School employees.

Attachments

Alex Muñoz,
Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 21, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(75)

Please note any items checked.

✓ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **Housekeeping item (no policy decision required)**

✓ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(75)
7-21-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD TO FORM THE BASIS FOR IMPLEMENTATION OF PROJECT SEARCH; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the cooperative agreement between Miami-Dade County and the Miami-Dade County Public School Board in substantially the form attached hereto and made a part hereof, as the basis for implementation of Project SEARCH, a unique business-led transition program designed to provide work skills and employment training to young adults with disabilities; and further authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and to exercise the renewal and cancellation provisions contained therein after approval by the County Attorney's Office.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro
Carlos A. Gimenez
Barbara J. Jordan
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Joe A. Martinez
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MR

Monica Rizo

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COOPERATIVE AGREEMENT BETWEEN
MIAMI-DADE COUNTY
AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

This Cooperative Agreement, hereinafter referred to as Agreement, entered into this 22 day of July, 2009 by and between Miami-Dade County through its Park & Recreation Department, a political subdivision of the State of Florida, hereinafter referred to as PARKS and The School Board of Miami-Dade County, Florida, hereinafter referred to as Miami-Dade County Public Schools (M-DCPS), collectively hereinafter referred to as (Parties).

WHEREAS, the Parties wish to establish cooperative efforts on behalf of all parties in providing students with disabilities between the ages of 18-22 an appropriate education, vocational experiences and social connections in a work-appropriate setting; and

WHEREAS, this Agreement provides for compliance with federal, state and local laws and regulations applying to the provision of educational programs and related services for students with disabilities.

NOW THEREFORE, in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The parties intend for this Agreement to form the basis of the implementation of Project SEARCH. Project SEARCH is defined as a unique business-led transition program designed for students with disabilities pursuing a Special Diploma. It is targeted for students whose main goal is employment and will benefit from career exploration. The cornerstone of the one school-year program is immersion into Miami-Dade County Park & Recreation's Miami Metro Zoo. The students learn employability and job skills while participating in a variety of worksite rotations which leads to competitive employment in the community. Individualized job development and placement occurs based on the student's experiences, strengths, and skills. Students are given support with accommodations, adaptations, and on-the-job coaching.

2. Overall on-site implementation and monitoring of this Agreement shall be carried out through cooperative efforts of the Parties' administrative staffs.

3. M-DCPS and PARKS agree to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act, and related regulations, and assure that they do not, and will not discriminate against any student because of or on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability.

4. It is understood by the Parties that all personnel provided by M-DCPS are subject to the rules and policies of PARKS as stated below:

(a) All PARKS property, including keys, parking permits and identification cards issued to all M-DCPS employees must be returned to the PARKS upon termination of this Agreement.

(b) M-DCPS employees and students are subject to all evacuation policies and procedures.

(c) MDCPS employees are subject to all Miami-Dade County rules and regulations.

5. <u>Facilities and Support Services</u>

With reference to program Facilities and Support Services, the parties agree to the following:

(a) PARKS shall:

i. Provide classroom space for one hour in the morning and a half hour in the afternoon.

ii. Provide work space, and access to telephone, fax, photocopy equipment, computer and email access to Project SEARCH Staff (classroom instructor, job coaches, etc.).

iii. Provide a liaison that is available on a frequent basis to assist with job site development, to introduce Project SEARCH staff to PARKS staff, to market the program internally and externally, to attend periodic meetings to discuss and evaluate program progress, and to work with the Instructor to reinforce workplace procedures.

iv. To the maximum extent possible, develop a minimum of 12 - 15 work site rotations and provide a point of contact at each site for the purpose of teaching competitive, marketable skills to the program participants and provide direction, feedback and evaluation to students during their work site rotations. Facilitate job analysis of those sites for the Project SEARCH staff.

v. Provide badges and parking access for Project SEARCH staff.

vi. Provide space for Open Houses and other Project SEARCH events, upon the approval of the Director of the Park and Recreation Department.

vii. Be an active participant in the Project SEARCH Advisory Committee and evaluate program progress.

viii. Provide education and training to PARKS employees regarding supporting people with disabilities in the workplace as necessary.

ix. Assist with performing job/task analyses of the student work sites.

x. Assist with student recruitment activities.

xi. Provide expertise in adaptations and accommodations, and implement as necessary.

xii. Provide M-DCPS with a copy of its emergency response plan to be implemented in the event of a natural disaster or loss of power in order to ensure the continuation of educational services to M-DCPS students. All PARKS contact numbers should be provided to M-DCPS at the beginning of each school year and updated as needed throughout this Cooperative Agreement.

Notwithstanding any of the foregoing, M-DCPS agrees and understands that PARKS makes no commitment and shall have no obligation to expend funds beyond

those funds provided by the State of Florida through Project SEARCH on 06/16/2009 to 09/30/2009 in the total amount of $10,000 which funds are to be used for travel expenses related to Project SEARCH 3rd Annual Conference, Atlanta, Georgia, July 7-10, 2009 conference and the implementation of Project SEARCH.

(b) M-DCPS shall:

i. Provide a Special Education Instructor with Transition experience to coordinate/teach the program, and provide one paraprofessional to work with students at work sites throughout Miami Metro Zoo.

ii. Develop and provide curriculum and instructional materials that encompass functional academics, transition, job development and job readiness. Project SEARCH Curriculum already approved by the Ohio Department of Education can be used (and adapted for use in Miami-Dade County).

iii. Assist PARKS staff on development of worksites, create job and task analysis and identify appropriate accommodations.

iv. Facilitate student recruitment activities.

v. Provide expertise in adaptations and accommodations, and implement as necessary.

vi. Provide student liability insurance.

vii. Provide additional support for students, as indicated in the Individual Education Plan (IEP), such as Interpreter service, Speech or Occupational Therapy, etc.

viii. Coordinate regular meetings to discuss and evaluate program progress.

ix. Collect data on student outcomes and report to all partners.

x. Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity.

xi. Be an active participant in the Project SEARCH Steering Committee and evaluate program progress.

xii. Assist with public relation activities to promote the Project SEARCH program.

6. Indemnification

a. M-DCPS shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the M-DCPS or its employees, agents, servants, partners, principals or subcontractors. M-DCPS shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby the M-DCPS shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by M-DCPS arising out of the same incident or occurrence, exceed the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the M-DCPS.

b. Miami-Dade County shall indemnify and hold harmless M-DCPS and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which M-DCPS or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by Miami-Dade County or its employees, agents, servants, partners, principals or subcontractors. Miami-Dade County shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of M-DCPS, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall

only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby Miami-Dade County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments or portions thereof, which when totaled with all other claims or judgments paid by Miami-Dade County arising out of the same incident or occurrence, exceed the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of Miami-Dade County.

7. The Parties understand and agree that they are subject to all federal and state laws and School Board rules relating to the confidentiality of student information. The Parties further agree to comply with the Family Education Rights and Privacy Act ("FERPA").

8. PARKS represents that all of its employees who provide or may provide services under this Cooperative Agreement have met background check screening requirements that are in compliance with the Miami-Dade County Code. The PARKS background check requirements are attached hereto as "Attachment B". The parties further agree that failure by PARKS to comply with the County's background screening requirements shall constitute a material breach of the Cooperative Agreement entitling M-DCPS to terminate this Cooperative Agreement immediately with no further responsibility to perform any other duties under this Cooperative Agreement.

9. PARKS agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further PARKS agrees that failure to comply with the Florida K 20 Education Code shall constitute a material breach of this Cooperative Agreement and may result in the termination of this Cooperative Agreement by the School Board.

10. PARKS agrees that it shall maintain a Drug-Free Workplace during the term of this Agreement. PARKS represents and warrants that it currently has or will have prior to services being rendered, a Drug-Free Workplace program.

11. Injury

M-DCPS shall complete an incident report in the event of any serious bodily injury to anyone within the scope of this Agreement or arising out of the performance of this Agreement. M-DCPS shall provide written notification of the incident together with a copy of the incident report to PARKS within three (3) working days. M-DCPS shall provide written notification to PARKS within seven (7) days if any legal action is threatened and/or filed as a result of such an injury.

12. Sexual Harassment

M-DCPS shall complete an incident report in the event a student or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by, as applicable, an M-DCPS employee or student and M-DCPS has knowledge thereof. M-DCPS shall provide written notification of the incident together with a copy of the incident report to PARSK within three (3) working days. M-DCPS shall provide written notification to PARKS within seven (7) days if any legal action is threatened and/or filed as a result of such an alleged incident.

13. This agreement shall be construed in accordance with the laws of the State Florida. Any dispute with respect to this agreement is subject to federal law and the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement.

14. Access to Records; Audit

The Parties shall provide access to all of their records which relate to this Agreement at is place of business during regular business hours and upon reasonable notice. M-DCPS agrees to comply with all County ordinances and administrative orders relating to

Inspector General reviews and audits. The Parties agree to provide such assistance as may be necessary to facilitate their review and/or audit.

NOTICES

All notices or communication under this AGREEMENT by either party to the other shall be sufficiently given or delivered as follows:

In the case of notice or communication to MIAMI-DADE COUNTY PARK & RECREATION DEPARTMENT:

MIAMI-DADE COUNTY PARK & RECREATION DEPARTMENT
Ms. Lucy Binhack
7300 Crandon Blvd
Key Biscayne, FL 33149

In the case of notice or communication to M-DCPS:

Miami-Dade County Public Schools
Division of Special Education
Attn: Administrative Director
1500 Biscayne Boulevard, Suite 407
Miami, Florida 33132

TERM OF AGREEMENT

The term of this AGREEMENT shall be from July 22, 2009 through and including July 21, 2010. Upon expiration of the initial term of the AGREEMENT, this AGREEMENT may be extended by mutual consent of the parties for two additional one-year periods ending July 21, 2012. Either party hereto may terminate this AGREEMENT at any time by giving to the other party notice in writing at least sixty (60) days prior to the intended termination date. In the event of an issue involving health, safety or welfare of the students, either party may terminate the AGREEMENT immediately.

This AGREEMENT may be modified or amended only in writing by mutual consent of both parties. Upon the request of M-DCPS, the County Mayor or Mayor's designee

may approve an amendment, signed by both parties, to this AGREEMENT to allow additional PARKS facilities to participate in Project SEARCH so long as all other terms of this AGREEMENT remain in full force and effect.

M-DCPS will obtain the signature of each M-DCPS student participating in the work study program at the program site on a waiver and release (a form of which is attached hereto as Attachment A) prior to such participation in the training at the program site.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By:_____
Superintendent of Schools or Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:_____
Attorney for School Board

REVIEWED AND APPROVED

By:_____
Risk Management

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

_____

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____

APPROVED AS TO INSURANCE REQUIREMENTS:

By:_____
Risk Management

ATTACHMENT A

WORK-STUDY PROGRAM RELEASE
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

In consideration of Miami-Dade County (County), through its Park & Recreation Department (PARKS), offering the opportunity for students to participate in a work-study program at Miami Metrozoo known as "Project SEARCH", I for myself, my heirs, assigns, executors and administrators, do hereby release and forever discharge the County, PARKS, Miami Metrozoo, their officers, directors, trustees, affiliates, agents and employees from all manners of action, causes of action, suits, debts, damages, or claims and demands of any type or kind whatsoever that may arise on account of any reason or cause, injury or death, whatsoever, occurring from, connected with, or originating from the work-study program at Miami Metrozoo.

Furthermore, I recognize and acknowledge that I am a student being permitted on the premises and I am not an employee, agent or servant of Miami Metrozoo. I also acknowledge that The School Board of Miami-Dade County, Florida has signed a contract with the County whereby it agrees in part to indemnify and hold harmless Miami-Dade County, their officers, employees, agents or instrumentalities, to the extent and within the limitations of Section 768.28, Florida Statutes, from any and all liability, losses or damages, including attorney's fees and costs of defenses, which the County, their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by the School Board of Miami-Dade County, Florida or its employees, agents, servants partners, principals or subcontractors in conducting the work-study program, including travel to and from Miami Metrozoo.

Signature: _____

Printed Name: _____

Parent/Guardian

Signature: _____

Printed Name: _____

Date: _____

ATTACHMENT B

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Amended
Agenda Item No. 7(B)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: January 10, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Ordinance pertaining to Chapter 26 of the Code, "Park and Recreation Department Rules and Regulations"

O#08-07

The accompanying ordinance was prepared and placed on the agenda at the request of Senator Javier D. Souto.

R. A. Cuevas, Jr.
County Attorney

RAC/bw

Memorandum

MIAMI-DADE COUNTY

Date: January 10, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Ordinance pertaining to Chapter 26 of the Code entitled "Park and Recreation Department Rules and Regulations"; criminal background checks

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The ordinance pertaining to the criminal background checks will have an initial estimated fiscal impact of $243,500 to the Miami-Dade County Park and Recreation Department (MDPR). The estimate includes the cost of one staff position in the MDPR Department ($60,000 in salary and fringes) to implement and monitor compliance with the ordinance and the cost of conducting the background checks. The adoption of this ordinance will have an estimated fiscal impact of $243,500 every third fiscal year and approximately $153,100 annually ($90,400 additional every third year for the re-checking of backgrounds on required full-time MDPR employees). The requirements in the ordinance may deter citizens from providing volunteer services. However, that impact cannot be determined at this time. Furthermore, Parks Programming Partners and other groups providing volunteer related services in Miami-Dade County Parks will be financially impacted due to the requirements of the ordinance.

Alex Muñoz
Assistant County Manager

Fiscal01408

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MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: January 10, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Amended Agenda Item No. 7(B)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 7(B)
01-10-08

ORDIDANCE NO. **08-07**

ORDINANCE PERTAINING TO CHAPTER 26 OF THE CODE OF MIAMI-DADE COUNTY ENTITLED "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; DELETING SECTION 26-33; CREATING ARTICLE III TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR ALL PERSONS WORKING OR VOLUNTEERING ON COUNTY PARK PROPERTY; PROHIBITING SEXUAL OFFENDERS, SEXUAL PREDATORS, CERTAIN VIOLENT FELONS, AND CERTAIN CONTROLLED SUBSTANCE TRAFFICKERS AND NON-LEGAL IMMIGRANTS FROM WORKING OR VOLUNTEERING ON PARK PROPERTY OWNED OR OPERATED BY MIAMI-DADE COUNTY; PROVIDING AUTHORITY FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, this Board is concerned about the security and safety of children visiting Miami-Dade County parks; and

WHEREAS, there is a strong likelihood that children visiting County-owned or operated parks will come into direct contact with persons working or volunteering on County-owned or operated parks; and

WHEREAS, the County currently requires criminal background checks only of staff members and volunteers of fairs, carnivals, and Programming Partners operating on County-owned or operated park property; and

WHEREAS, requiring criminal background checks of most persons working or volunteering on County-owned or operated park property would reduce the incidence of direct contact between children and sexual predators or violent felons,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 26-33 of the Code of Miami-Dade County (the "Code") is hereby deleted in its entirety:[1]

[[~~Sec. 26-33. The Shannon Melendi Act.~~

~~A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami-Dade Police Department to provide such services at a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.~~

~~B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~

~~C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a Miami-Dade County park must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in a Miami-Dade County park shall keep records of all background checks and proof of legal immigrant status.~~

~~D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~]]

[1] Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

Section 2. Article III of Chapter 26 of the Code is hereby created as follows:

Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS

* * *

ARTICLE III. THE SHANNON MELENDI ACT

Sec. 26-37. Definitions.

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of Miami-Dade County at large or to improve or enhance the well-being of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Miami-Dade County. The following persons shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries; and
(4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, Miami-Dade County to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by Miami-Dade County. The following persons and events shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries;
(4) International or national sporting events;
(5) One-day events; and
(6) Carnivals, festivals, trade shows, and fairs that do not host amusement rides.

E. *Professional Background Screener* shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

F. *Programming Partner* shall refer to any Not-For-Profit Program Service Provider that is selected by the Department under Article II of this chapter and the accompanying Administrative Order to provide programs in County Park and Recreation Facilities.

G. *Sexual Offender* shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21(4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the National Sex Offender Public Website owned or operated by the United States Department of Justice.

H. *Violent felony* shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.

I. *Volunteer* shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the Miami-Dade Park and Recreation Department, as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

Sec. 26-38. Background checks Required for Child Event Workers, Park Vendors, and Programming Partner or Community-Based Organization (CBO) Employees and Volunteers.

A. Upon adoption of this ordinance, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. In addition, prior to employing, or allowing to volunteer, a person whose duties would require physical presence on park property owned or operated by Miami-Dade County, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event

worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by Miami-Dade County every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
(3) is a sexual offender or a sexual predator; or
(4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by Miami-Dade County. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by Miami-Dade County in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 26-38(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall, upon request, provide copies of these documents to Miami-Dade County or to any law enforcement personnel with jurisdiction.

E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by Miami-Dade County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Miami-Dade Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned or operated by Miami-Dade County in violation of Sec. 26-38.

(2) It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by Miami-Dade County in violation of Sec. 26-38.

(3) Any person who shall violate a provision of Sec. 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(4) Any person who violates or fails to comply with Sec. 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-39. Miami-Dade Park and Recreation Department Employees and Volunteers.

A. Upon adoption of this ordinance, the Miami-Dade Park and Recreation Department shall secure a nationwide criminal background check of all existing employees and volunteers whose primary duties require physical presence on park property owned or operated by Miami-Dade County. In addition, the Miami-Dade Park and Recreation Department shall secure a nationwide criminal background fingerprint check prior to employing, or allowing to volunteer, a person whose primary duties would require

physical presence on park property owned or operated by Miami-Dade County. This nationwide criminal background fingerprint check shall be conducted through the Florida Department of Law Enforcement.

B. Every three (3) years thereafter, the Miami-Dade Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by Miami-Dade County. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Miami-Dade Park and Recreation Department who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
(4) is a sexual offender or a sexual predator; or
(5) has failed to provide the Miami-Dade Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by Miami-Dade County. All employees and volunteers of the Miami-Dade Park and Recreation Department shall submit to the Miami-Dade Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by Miami-Dade County in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Miami-Dade Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Miami-Dade Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Miami-Dade Park and Recreation Department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by Miami-Dade County, except when in costume and during a

performance. The identification badge shall be of a size, design, and format approved by the Miami-Dade Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for any volunteer of the Miami-Dade Park and Recreation Department to volunteer on park property owned or operated by Miami-Dade County in violation of Sec. 26-39.

(2) Any volunteer who shall violate a provision of Sec. 26-39, or who shall knowingly or willingly provide false or erroneous information to the Miami-Dade Park and Recreation Department, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(3) Any volunteer who violates or fails to comply with Sec. 26-39 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Section 3. Section 8CC-10 of the Code of Miami-Dade County, Florida is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

* * *

Code Section	*Description of Violation*	*Civil Penalty*
26-38(A)	>>Failure to secure nationwide criminal background check of a prospective child event worker, park vendor, or employee or volunteer of a Programming Partner or CBO whose duties would require physical presence on Miami-Dade County-owned or operated park property	500.00
26-38(B)	Failure to secure nationwide criminal background check of an existing park vendor, child event worker, or staff member or volunteer of a Programming Partner or CBO whose duties require physical presence on Miami-Dade County-owned or operated park property	500.00
26-38(C)	Permitting or performing work or volunteerism on Miami-Dade County-owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years	500.00
	Permitting or performing work or volunteerism on Miami-Dade County-owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years	500.00
	Permitting or performing work or volunteerism on Miami-Dade County-owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator	500.00
	Permitting or performing work or volunteerism on Miami-Dade County-owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance	500.00

26-38(D)	Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO	500.00
26-38(E)	Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on Miami-Dade County-owned or operated park property	100.00
26-39(E)	Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on Miami-Dade County-owned or operated park property	100.00<<

Section 4. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 5. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED: January 10, 2008

Approved by County Attorney as to form and legal sufficiency: _____

Prepared by: MR

Monica Rizo

Sponsored by Senator Javier D. Souto

Memorandum

MIAMI-DADE COUNTY

Date: January 10, 2008

Supplement to
Agenda Item No. 7(B)

To: Honorable Bruno A. Barreiro, Chairman
And Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Supplemental Information Relating to Ordinance on Park and Recreation Department Rules and Regulations

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This supplemental information is provided in response to discussion at the December 10, 2007 Recreation and Cultural Affairs Committee. This report addresses those questions raised regarding: what type of system works to meet the requirements of the ordinance; cost of checking/verifying immigration status and; the overall cost factors.

Current Policy

On June 21, 2005, the Miami-Dade Board of County Commissioners adopted legislation that requires all programming staff, fair and carnival employees or agents, coaches, umpires, and volunteers who will have direct contact with children to show proof of official statewide background checks for substance abuse, family violence and crimes of moral turpitude. The current County Code also requires that the above individuals provide proof of United States citizenship or legal immigration status and wear a picture identification at all times while on County property. The Board later adopted amendments to include national background checks and to include all fair and carnival employees or agents who will have direct contact with children under the age of 18.

Other Jurisdictions

National and statewide background check policies pertaining to employees, volunteers and vendors on parks property have been adopted in Broward, Palm Beach and Alachua Counties. These policies range from the requirement for sexual predator database screening up to and including the securing of a national, state and local background checks for staff, and volunteers. The National Recreation and Park Association (NRPA), reports that over sixty (60) state, county and municipal park and recreation departments and agencies are participating in a volunteer background screening process as a result of adopted or pending legislation.

Proposed Legislation

The proposed legislation would require a nationwide criminal background and sexual predator database check to be completed prior to employment or volunteering for Miami-Dade Park and Recreation Department (MDPR) employees, volunteers and the employees and volunteers of programming partners, community based organizations, vendors (with some exceptions), and child event workers employed by lessees. Additionally, the proposed legislation prohibits felons convicted of a violent crime or of conspiracy to commit a violent crime and the trafficking of narcotics within the past five (5) years, sexual offenders or sexual predators from being employed by or volunteering with MDPR, and their programming partners, community based organizations, vendors.

Under the proposed ordinance, MDPR would be required to secure a nationwide fingerprint criminal background check for park employees and volunteers upon adoption and every three years thereafter. Currently, the department conducts the national fingerprint background check only during the hiring and pre-volunteering process. Programming partners, community based organizations and non-exempted vendors would be required to secure a national background check upon adoption and every three (3) years thereafter. Employers of child event workers and volunteers would be required to secure a national background check upon adoption and every year thereafter.

The proposed ordinance requires that the employers of child event workers maintain background check results for a period of two (2) years from the date that they were secured and for employers of non-exempt park vendors, programming partners and community based organizations to maintain such copies for three (3) years from the date that they were secured. The above are required to maintain these affidavits until the person is no longer a child event worker, park vendor, staff member or volunteer.

Records maintenance and coordination of the national fingerprint background check for MDPR employees and volunteers is to be the purview of the department, however the securing, records maintenance and coordination of required background checks and affidavits for the employees and volunteers of program partners, community based organizations, and non-exempt vendors will be the responsibility of the hiring organization. Statements regarding adherence to all Miami-Dade County Ordinances in their respective agreements will obligate these organizations to comply with the provisions in the proposed amendment.

The County Attorney's Office has reviewed the proposed amendment and has determined that the County will not assume any additional legal liabilities with the adoption of this ordinance. However, it is important for me to advise you that although MDPR is not responsible for performing the checks for these organizations and verify and manage the data, the perception may be different and the County may be viewed as the responsible party which may lead to more judgements.

Information Reported at Committee

Fiscal Impact to the County
Upon adoption of this ordinance, the total initial estimated fiscal impact to MDPR is $243,500. Included in this total is the salary and fringe of an additional full-time staff person within MDPR who would coordinate and manage the processing of background checks for Park's employees and volunteers. The implementation of this ordinance must take into account the timeframe necessary for MDPR to hire a background check coordinator and to conduct the FDLE-statewide/FBI-national checks on required current employees and volunteers. The timeliness of the actual processing of the FDLE-statewide/FBI-national checks will be contingent upon the staffing levels and processes within the Human Resource Department. It is recommended that a review of the MDPR records maintenance and background check coordination process required if this ordinance be conducted within one year of adoption to ensure adequate staffing and funding levels.

A fiscal and operational impact resulted with the adoption of the current County Code in June, 2005, when the number of court ordered community service workers fulfilling their obligation on parks decreased by approximately 70%. This decrease is attributed to the requirement for individuals to pay the fee for the background check screening. Court ordered community service workers typically fill operational gaps at metropolitan and regional parks by cleaning restrooms, removing litter and augmenting maintenance crews. In order to make up for this operational shortfall, MDPR re-invigorated initiatives requiring volunteer participation. One example of these initiatives is the "Adopt-a-Park" program. However, the anticipated MDPR cost to secure background checks for "Adopt-a-Park" program participants will have a $58,500 fiscal impact, the cost of 1500 screenings.

Impact to Programming Partners
All of the twenty-five (25) MDPR programming partners and community based organizations are currently conducting national background checks for their staff and volunteers either directly with a vendor or through a vendor of their affiliated national organization. The current fiscal impact to MDPR program partners and community based organizations is estimated at $35,000 (based on the average price of $26 for a background check and ID card for 1,300 coaches and regular volunteers). The operational and fiscal impact due to the broad scope of this ordinance will require these entities to

conduct additional background checks for chaperones, boosters and other non-coaching volunteers, further research into the number of staff and volunteers is required, however preliminary figures estimate this ratio as high as one volunteer for every five participants.

The requirement for these entities to conduct the FDLE-statewide/FBI-national checks will increase costs incurred by programming partners, lessees and community based organizations and may deter volunteerism and ultimately increase the costs to program participants.

Overall System Requirements for Background Checks
The type of system needed and required is one that is compliant with the Fair Credit Reporting Act (FCRA).The FCRA is an American federal law that regulates the collection, dissemination, and use of consumer credit information. It forms the base of consumer credit rights in the United States. While some background screening companies do not create credit reports, they may gather the same type of information and as a result may subject some of their actions to the FCRA.

The systems to be used for full compliance with this ordinance must provide definitive information on a person's criminal background and also immigration status. After researching several background screening services the system which best meets the ordinance requirements is a combination of both the Florida Department of Law Enforcement and the web-based E-verify. The E-verify program, formally known as the Basic Pilot or Employment Eligibility Verification System, is jointly administered by the Department of Homeland Security (DHS) through the United States Citizenship and Immigration Services and the Social Security Administration (SSA). E-Verify is described in detail below under the response; there is no cost for this service. The FDLE check, detailed below, costs $47 for a state and national check.

Research yielded other vendors for background screening, including one which provides both a nationwide criminal checking and immigration verification, United Screening Services Corporation (USSC). See the attached table for comparison purposes. The USSC is a company which conducts a criminal background check and also provides a service to verify immigrant status, at a cost of $15 and $5 respectively. USSC is accredited by the National Association of Professional Background Screeners which provides up to date laws and procedures for background screening companies to follow. This vendor currently conducts background checks for the Miami-Dade County Youth Fair and Santa's Enchanted Forest which both employ hundreds of event workers, vendors and volunteers. The USSC criminal background check complies with the requirements of the ordinance.

A system comparison might suggest that USSC may conduct the same services as using both FDLE and the free immigration service of E-Verify. However, a review of the mechanisms used for criminal background determination indicated that the FDLE and USSC base their checks on completely different methods. USSC verifies backgrounds based on information provided by the individual. FDLE verifies the background using fingerprints. Fingerprints are unique to an individual, and therefore, are accepted as the single factor in determining a person's identity and verifying criminal history. Misinformation may be provided by the very persons that this ordinance is intended to identify through altering a digit in a social security number, date of birth, or name information. For a detailed comparison of services and costs, a Comparison Chart of background screening services is attached.

Verification of Applicant's Immigration Status
To comply with Federal Requirements, all employees, citizens and non-citizens hired after November 6, 1986 and working in the United States must complete form I-9 Employment Eligibility Verification of the Department of Homeland Security (referred to as the I-9 form). The purpose of the I-9 form is to document that each new employee (both citizen and non-citizen) hired after November 6, 1986 is authorized to work in the United States. The I-9 form is filled out by both the employee and the employer. The I-9 form is filled out using a number of selected credentials supplied by the employee.

The I-9 form must be kept on file for three years while an active employee, or one year after the employee is inactive with this employer. The I-9 form is subject to inspection by the Federal Government. There is no cost for the I-9 form itself and it is not mandatory that the information provided be verified.

To have USSC verify the information on the I-9 form is an additional charge of $5.00 paid to USSC. The information provided on the I-9 form is done on-line and sent to USSC with the rest of the individual's information required for the background check. This confirmation is instant and provided through a web site set up by USSC through the Department of Homeland Security and the Social Security Administration who instantly verifies the individual's social security number and any legal documentation provided.

The benefits of having USSC verify the I-9 form is that it would be compared to the background information they receive of the individual being checked; the verification is instant; it would allow the I-9 form to be electronically stored and able to retrieve active and inactive I-9 forms, providing anytime, anywhere secure paperless access for updating, re-verification and government inspection as dictated by law; receive automated alerts 90, 60, and 30 days in advance of the expiration of employees' work authorization documents, enabling employees to apply for renewal of their work authorizations, greatly increasing the probability that they can legally continue to work without interruption.

The I-9 form can also be verified at no cost through the website E-verify. The E-verify program, formally known as the Basic Pilot or Employment Eligibility Verification System, is jointly administered by the Department of Homeland Security (DHS) through the United States Citizenship and Immigration Services and the Social Security Administration (SSA). This program allows participating employers to verify whether newly hired employees are authorized to work in the United States by checking the information provided by the employees on their I-9 form against both DHS and SSA databases. The results of the verifications are instant. The Department of Homeland Security United States Citizenship and Immigration Services only requires that paid employees complete the I-9 form. To have volunteers complete the I-9 form to verify United States citizen status would be at the discretion of the employer.

Overall Costs Factors

MDPR conducts criminal background screening of their employees by using FDLE. FDLE conducts statewide background checks by receiving a potential employee's personal information along with their fingerprints. The cost of this service is $23.00. For additional national background screening, FDLE sends the fingerprints and personal information to the Federal Bureau of Investigation (FBI) for a cost of $24.00. The total cost, both by FDLE/statewide screening ($23.00) and the FBI/national ($24.00) is $47.00, per employee. With regard to volunteers, FDLE charges $36.00 to conduct background checks. This is a combined cost for statewide and national checks. Background checks are completed within 72 hours. To document immigration status, another requirement of the ordinance MDPR requires that employees complete an I-9 form; volunteers are required to provide proof of citizenship (such as a driver's license, passport, or other document which verifies the ability to work in the United States). The information provided on the form is not verified, as described above. It is recommended that this be expanded to include the verification available through E-Verify at no additional cost.

In preparing this supplemental report, information was secured for background checking by two event organizations, the Miami-Dade County Youth Fair and Santa's Enchanted Forest. The Miami-Dade County Youth Fair (MDCYF), which employs approximately 700 people with an additional 300 volunteers, complies with the SMA by utilizing the USSC to conduct statewide and national background screening at a cost of $15.00 per applicant. USSC does not utilize fingerprinting in their background screening process. The 3,000 other vendors and their employees that work at the fair must pay for their own background checks using USSC and must fill out an affidavit stating that they comply with the SMA

ordinance. The vendors and their employees pay $5.00 to MDCYF for the identification badges. Employees must complete an I-9 form, and this information is not verified.

Similarly, Santa's Enchanted Forest employees approximately 600 people, and complies with the SMA by utilizing the USSC to conduct statewide and national background screening at a cost of $20.00 per applicant. As stated, USSC does not utilize fingerprinting in their background screening process. Employees must complete an I-9 form, and this information is not verified.

Assistant County Manager

Comparison Table of Background Screening

	Database Services	Costs	Fingerprints Used	Immigration Status Documented and Verified
Florida Department of Law Enforcement (FDLE)	*Uses their own data base. *Only does Statewide criminal background checks. *Will forward checks to the FBI for national background checks for additional fee with approximately 72 hour turnaround. . *Includes checks with counties, Department of Corrections and Administration of the Courts. *Checks are instant within the State only and done on-line. *Provides sexual offenders and predators in State of Florida only. *National check only provides criminal record, not sexual offender and predator registry. *Complies with Fair Credit reporting Act. *Currently has a user agreement with the Miami-Dade County Parks Department and the Miami-Dade County School Board.	*No set up fee. *$23.00 per applicant for Florida State background check. *$24.00 per applicant additional charge for national background check. $47.00 total per applicant for national and state background check, **utilizing fingerprints.** *$36.00 per volunteer for background check, **utilizing fingerprints.**	*Uses applicant's fingerprints in their criminal background checks and sends them to the FBI for national background checks.	Does not verify immigration status.

Comparison Table of Background Screening

Listed below are identified vendors which provide screening services. Currently, a County contract does not exist for these services.				
United Screening Services Corporation	*Uses two data bases. *Researches over 250 million criminal records. * Search results are instant. *Conducts national background checks with most counties reporting *Checks with Department of Corrections and Administration of the Courts. *Checks sexual offenders and predators in all 50 States. *Done on-line ***Does not check fingerprints.** *Is a local company and will provide free training to users. *Currently conducts background checks for the Miami-Dade County Youth Fair and Santa's Enchanted Forest. *Not currently approved as a Miami-Dade County vendor *Complies with Fair Credit Reporting Act.	*No set up fee *$15.00 per applicant for national background check. *$5.00 extra to have U.S. citizenship verified through their service.	Does not use fingerprints in their background checks.	*Using the information provided on the I-9 form. Provides verification instantly via their website through the Department of Homeland Security and the Social Security Administration.
ChoicePoint	*Uses one database (as opposed to two). *Researches over 300 million criminal records. *Search results are instant. *Conducts national background checks with most counties reporting. *Checks with the Department of Corrections and the Administration of Courts *Checks sexual offenders and predators in all 50 States. *Checks are conducted on-line.	*$25.00 onetime initial set up fee. *$100.00 onetime initial set up fee to if invoiced. *$ 5.00 per applicant for national background check. *$8.00 additional fee for social security number verified	Does not use fingerprints in their background checks. Only for financial institutions.	*Will only verify the applicant's social security number. *Does not verify other supplied credentials for U.S. citizenship.

Comparison Table of Background Screening

	*Is not a local company however supplies on-line customer support ***Does not use fingerprints** *Currently approved as a Miami-Dade County vendor. *Complies with Fair Credit reporting Act.	through their service.		
Criminal Watch Dog	*Uses several databases. *Researches nearly 465 million criminal background checks with most counties reporting. *Checks with Department of Corrections and Administration of the Courts. *Checks with sexual offenders and predators in all 50 States. *Searches are done on-line and results are instant. ***Does not use fingerprints.** *Not a local company however will provide customer service on-line. *Not currently approved as a Miami-Dade County vender. *Complies with Fair Credit Reporting Act.	*No set up fee. $38.95 per applicant for national background check.	*Does not use fingerprints in their background checks.	*Will only verify the applicant's social security number. *Does not verify other supplied credentials for U.S. citizenship.