Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2010

Agenda Item No. 8(M)(1)(A)

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

From: George M. Burgess
County Manager

Subject: Cooperative Agreement with the AARP Foundation for Implementation of the Senior Community Service Employment Program

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Recommendation

It is recommended that the Board adopt the attached resolution authorizing a Cooperative Agreement between the American Association of Retired Persons (AARP) Foundation and Miami-Dade County through its Park and Recreation Department (MDPR) to form the basis for implementation of AARP Foundation's Senior Community Service Employment Program (SCSEP), to provide job seekers age 55 and older with work skills that will enable them to re-enter or remain in the workforce by becoming more viable and qualified applicants. 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

This agenda item has a countywide impact. SCSEP participants will be placed in various worksites throughout MDPR.

Fiscal Impact/Funding Source

There is no fiscal impact to the County as a result of this agreement. SCSEP is funded by a grant from the U.S. Department of Labor with support from AARP and the AARP Foundation.

Track Record/Monitor

The agreement will be monitored by Angie Gomez, Volunteer Coordinator, Human Resources Division of the Miami-Dade County Park and Recreation Department (MDPR).

Background

The SCSEP is defined as a unique transition program targeted for senior job seekers who will benefit from career training and exploration, and whose future goal is gainful employment. The goal of this short term work experience or training program is to provide community service while temporarily immersing qualified candidates into MDPR's work sites. The participants of the program learn new employability and job skills while assigned to a specific or rotating work site which leads to competitive employment in the community. Individualized job development and placement will be performed by the AARP Foundation and occurs based on the participant's experiences, strengths, and skills. Participants are given support with accommodations, adaptations, and on-the-job coaching. Personnel provided by the AARP Foundation and SCSEP participants will be subject to all Miami-Dade County rules and regulations including MDPR background check screening requirements.

As a host site, MDPR will 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 participants during their work site rotations. Participants will not be used as substitutes for permanent employees at MDPR where it would violate federal regulations of "maintenance of effort". MDPR will consider participants as additions to, not substitute for, regular

agency staff. There is absolutely no promise or guarantee of a job with the County as a result of SCSEP participation.

The term of this Agreement is for one year from the effective date. Upon expiration of the initial term, the Agreement may be extended by mutual consent of the parties for ten additional one-year periods. Either party 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 participants, either party may terminate the Agreement immediately. Not withstanding any of the foregoing, AARP Foundation agrees and understands that MDPR makes no commitment and shall have no obligation to expend funds beyond those funds provided by the Federal Government through AARP Foundation for the implementation and continuation of this program.

Attachments

Alex Muñoz,
Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: June 3, 2010

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

SUBJECT: Agenda Item No. 8(M)(1)(A)

Please note any items checked.

_____ **"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**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(A)
6-3-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE AMERICAN ASSOCIATION OF RETIRED PERSONS (AARP) FOUNDATION TO FORM THE BASIS FOR IMPLEMENTATION OF THE SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM; 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 through its Park and Recreation Department (MDPR) and the American Association of Retired Persons (AARP) Foundation to form the basis for implementation of AARP Foundation's Senior Community Service Employment Program, a unique transition program targeted for senior job seekers age 55 and older who will benefit from career training and exploration, and whose future goal is gainful employment, in substantially the form attached hereto and made a part hereof; 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	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2010. 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

COOPERATIVE AGREEMENT BETWEEN
MIAMI-DADE COUNTY
AND
AARP FOUNDATION

This Cooperative Agreement, hereinafter referred to as Agreement, entered into this day of , 2010 effective date of plan by and between Miami-Dade County through its Park and Recreation Department, a political subdivision of the State of Florida, hereinafter referred to as PARKS and the AARP Foundation, hereinafter referred to as AARP Foundation, collectively hereinafter referred to as (Parties).

WHEREAS, the Parties wish to establish cooperative efforts on behalf of all parties in providing assistance to job seekers age 55 and older gain work skills that will enable them to re-enter or remain in the workforce by becoming more viable and qualified applicants; and

WHEREAS, this Agreement provides for compliance with federal, state, and local laws and regulations applying to the provision of community service training programs and related services for retired persons over the age of 55.

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 the AARP Foundation's Senior Community Service Employment Program (SCSEP). The SCSEP is defined as a unique transition program targeted for senior job seekers who will benefit from career training and exploration, and whose future goal is gainful employment. The goal of this short term work experience or training program is to provide community service while temporarily immersing the qualified candidates into Miami-Dade County Park and Recreation's

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work sites. The participants of the program learn new employability and job skills while assigned to a specific or rotating work site which leads to competitive employment in the community. Individualized job development and placement will be performed by AARP Foundation and occurs based on the participant's experiences, strengths, and skills. Participants 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. The worksite policies, rules, and guidelines to which the participating candidates shall adhere are contained in the Volunteer Program Manual (which is attached hereto as Attachment A).

3. AARP Foundation 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 participant 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 AARP Foundation are subject to the rules, policies and background check requirements of PARKS including but not limited to those stated below:

a. All policies, rules, and guidelines outlined in the Volunteer Manual (Attachment A)
b. All PARKS property, including keys, parking permits and identification cards issued to all AARP employees and participants must be returned to PARKS upon termination of this Agreement.
c. AARP Foundation employees and participants are subject to all evacuation polices and procedures.
d. AARP Foundation employees and participants are subject to all Miami-Dade County rules and regulations.

5. Facilities and Support Services

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

a. PARKS shall:

i. Provide meaningful work experience or training opportunities throughout the existing workforce and work units.

ii. Provide work space, and access to telephone, fax, photocopy equipment, computer and email access to AARP Foundation staff for the purpose of both receiving and sending participants Time Attendance Reports to and from the work sites.

iii. Provide a liaison that is available on a frequent basis to assist with job site development, to introduce AARP Foundation staff to PARKS staff, to market the program internally, to attend periodic meetings to discuss and evaluate program progress, and to work with the AARP Foundation's program coordinator 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 participants during their work site rotations. Facilitate job analysis of those sites for the AARP Foundation staff.

v. Provide program participants flexibility from assigned schedules to participate in active employment searches and other activities geared towards furthering or maximizing participants' viability for gainful employment.

vi. Provide County-issued identification badges for AARP Foundation participants.

vii. Assist with performing job/task analyses of participants work sites.

viii. Provide the AARP Foundation 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 training services to AARP Foundation participants. All PARKS contact numbers should be provided to AARP Foundation at the beginning of community service assignment and updated as needed throughout this Cooperative Agreement.

ix. Ensure that participants are not used as substitutes for permanent employees at PARKS where it would violate federal regulations of "maintenance of effort". PARKS will consider participants as additions to, not substitute for, regular agency staff.

Not withstanding any of the foregoing, AARP Foundation agrees and understands that PARKS makes no commitment and shall have no obligation to expend funds beyond those funds provided by the Federal Government through AARP Foundation for the implementation and continuation of this program.

(b) AARP Foundation shall:

i. Provide a Program Director or Employment Specialist to assist in the placement of the participants based on the PARKS needs and to work with any concerns from the participants at the work sites.

ii. Develop and provide instructional materials that encompass training or orientation through the AARP Foundation's WorkSearch Assessment System, transition, job development and job readiness as specified in their Individual Employment Plan (IEP).

iii. Assist PARKS staff with the development of worksites and to create job and task analysis and identify appropriate accommodations.

iv. Facilitate participant recruitment activities.

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

vi. Provide Participant Liability Insurance (Workers' Compensation).

vii. Provide additional support for participants, as indicated in the Individual Employment Plan (IEP).

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

ix. Assist with public relation activities to promote the AARP Foundation SCSEP.

6. Indemnification

a. AARP Foundation 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 AARP Foundation or its employees, agents, servants, partners, principals or subcontractors. AARP Foundation 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 extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby the AARP Foundation 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 AARP Foundation 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 negligence of the AARP Foundation.

b. Miami-Dade County shall indemnify and hold harmless AARP Foundation and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which AARP Foundation 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 AARP Foundation, 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 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 judgment 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 negligence of Miami-Dade County.

7. PARKS represents that all of its employees and program participants 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 AARP to terminate this Cooperative Agreement

immediately with no further responsibility to perform any other duties under this agreement.

8. PARKS agrees that it shall maintain a Drug-Free Workplace during the term of this Agreement. PARKS represents and warrants that it currently has a Drug-Free Workplace program.

9. Injury

PARKS 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. PARKS shall provide verbal notification to the AARP Foundation Project Office without delay after an incident has occurred. PARKS will provide a copy of the incident report to AARP Foundation within three (3) working days. AARP shall provide written notification to PARKS within seven (7) days if any legal action is threatened and/or filed as a result of an injury. Repeated accidents that are the result of inadequate PARKS safety practices and supervision could be cause for AARP Foundation to remove all participants from PARKS.

10. This agreement shall be construed in accordance with the laws of the State of 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 attorney's fees and costs incurred as a result of any action or proceedings under this agreement.

11. Access to Records: Audit

The Parties shall provide access to all of their records which relate to this Agreement at its place of business during regular business hours and upon reasonable notice. AARP Foundation 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 communications under this AGREEMENT by either party to the other shall be sufficiently given or delivered as follows:

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

MIAMI-DADE COUNTY PARK & RECREATION DEPARTMENT
Ms. Angie Gomez
275 NW 2 Street, 3rd Floor
Miami, FL 33128

In case of notice or communications to AARP Foundation:
Ms. Maria A. "Marylin" Rams, MHS
11285 SW 211 Street, Suite 206
Miami, FL 33189

TERM OF AGREEMENT

The term of this AGREEMENT shall be for one year from the effective date. Upon expirations of the initial term of the AGREEMENT, this AGREEMENT may be extended by mutual consent of the parties for ten additional one-year periods. 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 participants, 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 AARP Foundation, 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 the AARP

Foundation's SCSEP so long as all other terms of this AGREEEMENT remain in full force and effect.

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 AARP FOUNDATION, SCSEP

By: _____
Program Director

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

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Attorney or Legal Representative

ATTACHMENT A

Miami-Dade County
Park and Recreation

Volunteer Program
Policy Manual

MIAMI-DADE COUNTY
PARKS & RECREATION

Access Statement

Call (305) 755-7848, to request material in accessible format, information on access for persons with disabilities, or sign language interpreter services (7 days in advance), 305-755-7980 (TDD).

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PROGRAM MISSION & VISION

- MISSION STATEMENTS
- VISIONS
- CORE VALUES
- INTRODUCTION
- DEFINITIONS
- VOLUNTEER OPPORTUNITES

Department Mission Statement

We create outstanding recreational, natural and cultural experiences to enrich you and to enhance our community for this and future generations.

Program Mission Statement

The Miami-Dade Parks and Recreation Volunteer Program creates and facilitates opportunities to fulfill our agency's mission by engaging and cultivating relationships with our diverse communities through volunteerism.

Department Vision

Miami-Dade Parks and Recreation will be a nationally-recognized innovative and professional park and recreation system while enhancing the quality of life for our community and visitors.

Program Vision

The Miami-Dade Parks and Recreation Volunteer Program will establish itself as a premier volunteer opportunity offering interesting and meaningful volunteer experiences to our surrounding communities.

CORE VALUES

Outstanding Customer Service

Miami-Dade Park and Recreation will provide outstanding customer service exemplified by a professional, effective, efficient, considerate and friendly attitude towards our community and our co-workers.

Enthusiastic Attitude

Miami-Dade Park and Recreation will work as a team based on respect for our co-workers, our community and our environment. Teamwork embodies loyalty to the Department's mission, vision, core values and goals in order to deliver the best parks and programs.

Accountability and Integrity

Miami-Dade Park and Recreation will be responsive to the community we serve building public trust and confidence. We will provide dependable, consistent and quality facilities and programs.

Creativity and Innovation

Miami-Dade Park and Recreation will seek, foster and support innovative, dynamic and creative solutions, programs and projects placing the Department as a leader in our profession.

Stewardship

Miami-Dade Park and Recreation will be a responsible and committed steward of the Department's and the Community's physical, natural and cultural resources creating a legacy for this and future generations.

Inclusiveness and Accessibility

Miami-Dade Park and Recreation will provide parks, facilities and programs that are inclusive of the diverse residents of our community including those with disabilities.

Leadership and Professional Development

Miami-Dade Park and Recreation will foster and support life-long professional development, training and mentorship by providing education and professional development opportunities which best management, technical and leadership practices.

Excellence

Miami-Dade Park and Recreation will foster and support excellence and professionalism in carrying out our mission, vision, and goals and in the delivery of the very best parks, programs and facilities.

Introduction to Volunteer Opportunities

The achievement of the goals of this Department is best served by the active participation of citizens from the community. To this end, the Department accepts and encourages the involvement of volunteers at all levels of the Department and within all appropriate programs and activities. All agency staff is encouraged to assist in the creation of meaningful and productive roles in which volunteers might serve, and assist in the recruitment of volunteers from the community.

A volunteer is defined as an individual who gives freely of his/her time without contractual agreement to receive any form of payment from Miami-Dade Park and Recreation (MDPR).

Definitions

Short-term Volunteers (STV) – Perform voluntary services in less than three (3) occurrences within a six month period. A short-term volunteer would consist of individuals who are episodic, event workers or only volunteer for special projects during the year.

Long-term Volunteers (LTV) – Perform voluntary services in more than three (3) occurrences within a six month period. A long-term volunteer would consist of individuals fulfilling an academic/school requirement, summer camp/after school care assistance, continuous group involvements with parks, and continuous participants in special projects throughout the year.

Other types of long-term volunteers:

- Academic Volunteers are long term volunteers that perform community service hours in order to complete a limited requirement of service hours specified by the individual's school.
- Government Ordered Volunteers are long term volunteers that are required to perform community service hours in order to receive any benefit from the government.
- Children's Trust volunteers are long term volunteers performing volunteer services at a designated Children's Trust site.

Court Mandated Volunteers – Individuals who are required to perform community service hours in order to comply with an order or mandate by the court system.

Worksite – The worksite shall be established prior to the enrollment of any volunteer. This worksite shall contain necessary facilities, equipment, and space to enable a volunteer to effectively and comfortably perform their duties.

Records – A system of records (post-background check) will be maintained by the Human Resources Division on each volunteer with the department, including dates of service, positions held, duties performed, hours logged and evaluation of work. Volunteers and appropriate staff shall be responsible for submitting all appropriate records and information in a timely and accurate fashion (must be submitted to HR no more than 30 days from the end of the work period).

Volunteer Opportunities

Individual volunteers and groups of volunteers are utilized for a variety of functions throughout the Department. Prior to volunteering their services they must submit a Volunteer Application, Affidavit of Volunteer Service, and a Fingerprint/ID Form (if applicable) that is authorized/approved by the HR Division and undergo local/national background check to include a Florida Department of Law Enforcement Sexual Predator/Offender review in accordance with the governing ordinance, Chapter 26, Section 39.

Examples of the functions that Volunteers perform are as follows:

Types of Work	Site(s)
Ranger/Starter	Golf Courses
Teaching Assistant	Art Center
Grounds Maintenance	Neighborhood Parks
Coaching	Neighborhood Parks
Animal Care	Amelia Farm Village
Swim Team Assistant	Neighborhood Parks
Chaperone	Neighborhood Parks
Counselor Assistant	Neighborhood Parks
Arts/Crafts Assistant	Neighborhood Parks
Pool Maintenance	Regional Pools
Programming Assistants	Neighborhood Parks
Swim Instructor Aide	Regional Pools
Summer Camp Counselors	Neighborhood Parks
Clerical Assistant	Division Offices
Beach Clean-up	Regional Parks
Naturalist Guide	Naturalist Section/Interpretive Programs
Wheel Chair Tennis Tournament Volunteer	Leisure Access Section
Youth Leadership Assistant	Neighborhood Parks
Exotic Plant Removal	Regional Parks and Deering Estate at Cutler
Gardening Assistant	Fruit & Spice Park
Tutor	Neighborhood Parks
Docents	Metrozoo
Metrozoo Animal Science Volunteers	Metrozoo
Administrative Assistants	Various
Internships	Various

PROGRAM ROLES

- ROLE OF HUMAN RESOURCES
- ROLE OF VOLUNTEER COORDINATOR
- ROLE OF PERSONNEL LIAISON
- ROLE OF THE VOLUNTEER COMMITTEE
- ROLE OF SUPERVISOR
- ROLE OF SERVICE AREA MANAGER
- ROLE OF VOLUNTEER

Roles/Responsibilities of Human Resources

The Human Resources (HR) Division shall be responsible for the overall direction and coordination of the volunteer program and its compliance with the policy and guidelines set forth herein.

The **Volunteer Coordinator** (VC) is to create partnerships, perform outreach services, aid in recruitment of volunteers, coordinate the placement and management of volunteers and serves as the head of the volunteer committee. The Volunteer Coordinator is the liaison between the supervisors and the volunteers. This includes the requirement to screen each volunteer candidate as prescribed by the U.S. Department of Justice guidelines for the screening of persons working with the elderly, disabled and children, as well as Florida statute 943.04351 (2004). It is the responsibility of the Volunteer Coordinator to assist the Service Area Manager and/or a subordinate supervisor with any volunteer related activities as needed.

The **Personnel Liaison** is the field personnel whose job it is to ensure guidelines are met by field personnel as it pertains to the volunteer program and the background process. For this reason the assistance and suggestions from the personnel liaisons as designated throughout the Department are encouraged and welcomed.

The **Volunteer Committee** consists of key park personnel such as Personnel Liaisons or those designated to promote the dissemination of information and advocacy as well as provide guidance to staff relating to the course of the volunteer activities occurring within the Parks Department.

It is the job of HR to ensure that individuals have the right to be offered the opportunity to become a volunteer regardless of race, color, religion, sex, age or national origin. The potential volunteer should be interviewed appropriately and assigned to a meaningful job. The individual has the right to receive training and supervision in order to perform their tasks well. The individual has the right to be involved in enhancing the volunteer experience and program. Volunteers shall be recognized in a meaningful way and should be regarded as a unique group of valuable individuals.

Roles/Responsibilities of Supervisor

The **Supervisor** of each volunteer is responsible for providing the volunteer with adequate supervision and training (including safety training) required for the volunteer to carry out their assigned tasks. The Supervisor will coordinate all individual volunteer assignments and group volunteer projects with their Service Area Manager in case there are any maintenance requirements or other related supplies that must be acquired for the successful completion of the volunteer service being provided.

The **Service Area Manager** (SAM) is a representative from the management team of Miami-Dade Parks and Recreation who is responsible for identifying the volunteer opportunities for individuals and for scoping out potential volunteer project opportunities for groups. The SAM or a subordinate supervisor assigned by the SAM acts as the Project Supervisor and is responsible for the successful completion of the project, as well as the scheduling of maintenance requirements pertinent to the assigned project. The SAM is the contact person responsible for providing oversight of the projects in their entirety.

Roles/Responsibilities of Volunteer

It is the volunteer's responsibility to be honest and open with staff regarding intent, goals, needs and skills, so that an appropriate placement can be made. The volunteer should be aware of the time requirements and duties before accepting the assignment; upon acceptance, it is the expectation that the volunteer fulfill the commitment to the best of his or her abilities. The volunteer should work as a recognized and respected member of the team (inappropriate behavior will NOT be tolerated).

The individual volunteer is to complete a Volunteer Application and Affidavit of Volunteer Service. The paperwork is to be submitted to the Volunteer and Background Unit of the HR Division where by the individual will undergo a local/national background check (as needed) as well as the Florida Department of Law Enforcement Sexual Preditor/Offender Search. Once the volunteer applicant has been cleared through the background process, he/she is authorized to commence his or her volunteer service.

The volunteer should be encouraged to participate in planning and enhancing the program in whatever training or learning activities are available. It is welcomed when ideas are shared. This brings valuable new perspectives to the program and others.

Volunteers are expected to seek and accept honest and constructive feedback on their performance with the goal of it providing a valuable opportunity for growth. The individual serves as a goodwill ambassador for Miami-Dade Park and Recreation and Miami-Dade County in the community at large. The volunteer should be informed of all various program policies and procedures. Most importantly, a volunteer should contribute to the priceless gift of service and enthusiasm.

POLICIES & PROCEDURES

- DRUG & ALCOHOL POLICY
- EQUAL OPPORTUNITY
- MEDIA CONTACT
- SEXUAL HARASSMENT & OTHER FORMS OF MISCONDUCT
- SMOKING
- SAFETY GUIDELINES
- RECRUITMENT
- CRIMINAL RECORDS CHECK
- PLACEMENT
- TIME SHEET
- COMPLAINT PROCEDURE

POLICY

Drug & Alcohol Policy

No volunteer shall work, report to work, or be present on park premises or engage in departmental activities while under the influence of alcohol or controlled substances as such significantly affects job safety or performance. The unlawful or unauthorized manufacture, distribution, dispensation, possession, sale or use of alcohol or controlled substances on park premises is strictly prohibited. Any violation of this substance abuse policy may result in immediate termination from the volunteer program and/or involvement of law enforcement.

Equal Opportunity

The Miami-Dade Park and Recreation Department has developed a formal volunteer program to ensure and promote equal opportunities for all volunteers. Volunteer decisions shall be based on interest, merit, qualifications and competence. All aspects of volunteering – including but not limited to selection, placements, assignments, transfers, disciplinary actions, training afforded, terminations and all other conditions of volunteerism with the department – shall not be influenced or affected by a volunteer's race, color, religion, age, gender, national origin, disability because of being a veteran, physical or mental disability or other characteristic protected by law.

Media Contact

Volunteers should direct any inquiries from the media or any outsider who attempts to obtain information about Miami-Dade Park and Recreation, specific parks, or park issues to the Department's Communications division at 305-755-7861. Volunteers are not to speak to any member of the media or group on behalf of MDPR unless authorized.

Sexual Harassment & Other Forms of Misconduct

Miami-Dade Park and Recreation is committed to providing an environment that is free of harassment or discrimination. MDPR will not tolerate adverse treatment of volunteers because they report harassment or provide information related to such complaints. MDPR in exercising reasonable care to prevent and promptly correct harassment or retaliation for reporting harassment will protect victims from further unlawful harassment and retaliation by reassigning the volunteer when appropriate or desired. Unlawful harassment consists of unsolicited, offensive or retaliatory behavior based on race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, sexual orientation, or an employee's exercise of their constitutional or statutory rights. It does not refer to occasional comments of a socially acceptable nature to a reasonable person; it refers to behavior that is not welcome, that is personally offensive, that lowers morale, and that, therefore, interferes with the work environment.

Smoking

Smoking is not permitted in public while on duty and/or in uniform.

Safety Guidelines

- Determine who is responsible for supervising child participants, away from busy or unsafe areas
- Use the Group Leader's first aid kit for minor scrapes or cuts; call 911 immediately to request assistance for any serious injury, or to report any suspicious or illegal activity present in the area
- Wear sunscreen and a hat for sun protection; wear gloves at all times during the cleanup project (leather gloves recommended; cloth, latex or plastic OK for light pickup)
- Boots or closed-toe shoes are required (no sandals)
- Drink water or hydrating beverages often; avoid caffeinated drinks; alcohol is strictly prohibited
- Stay with your group in the designated cleanup boundaries. Don't trespass on private property or neighbors' yards
- Be cautious when working around construction debris, cactus, insects, wildlife, steep slopes and sharp rocks. Immediately report potentially unsafe or dangerous situations to the Group Leader
- Ask participants to return to the designated meeting place at the end of the cleanup to report problems or area maintenance concerns to Group Leader
- Supervise children at all times.
- Under no circumstances should you pick up any of the following items:
    - Hypodermic needles
    - Medical waste
    - Condoms
    - Chemical containers
    - Dead animals
    - Sharp items (broken glass may be collected with a broom/pan or shovel by an adult, or notify us of location)

Please alert group leader and others in the area immediately if you encounter any of these items!

PROCEDURE

Recruitment
Volunteers shall be actively recruited by the Department with the intent of broadening and expanding the volunteer involvement of the community. Volunteers shall be recruited without regard to gender, handicap, age, race, or other condition. The sole qualification for volunteer recruitment shall be suitability to perform a task on behalf of the Department. Volunteers may be recruited through either an interest in specific functions or through a general interest in volunteering which will later be matched with a specific function.

The various regions' and section's volunteer needs will be planned out every two months in conjunction and collaboration with the Volunteer Coordinator and Committee. These meetings will function as planning sessions where in the Department's needs can be matched with volunteer resources. Volunteers can be requested at any time throughout the year so long as the Regional Manager has sanctioned the event in which they will be needed to ensure a successful event. This helps HR in acknowledging a need for specific volunteer services and what the position entails. A manual table of organization for volunteers will be maintained for record-keeping purposes.

Methods used to recruit volunteers include:

- Walk-ins – Individuals interested in volunteering who walk-in to a MDPR facility must complete a Volunteer Application and Affidavit of Volunteer Service along with a Fingerprint ID Form (if applicable). The park manager will fax/email the forms to the Volunteer and Background Unit via their Personnel Liaison. The VBG Unit will respond within 1 to 2 business days.
- Internet – Individuals should always view the volunteer web page for new volunteer opportunities. On the page, they are guided to call the Volunteer Coordinator for additional information.
- Working in conjunction with other County departments or government entities – Individuals should be referred to the Volunteer Coordinator at 305-961-2781.
- Word-of-mouth – Please refer all individuals to the Volunteer Coordinator located in the Hickman building at 305-961-2781.
- Volunteer Coordinator's outreach efforts –Recruitment drives at high schools, universities and other organizations, blast emails, job/volunteer fairs, cold calls and other recruitment methods.

The Park and Recreation web page will be updated monthly by the Volunteer Coordinator to inform volunteers about new information, volunteering opportunities and other interesting information.

All volunteer projects and/or assignments will state the appropriate age for a volunteer candidate. Anyone under 18 years of age must receive permission granted by a parent or legal guardian on the completed Volunteer Application Form. The individual is not allowed to commence volunteering services until final approval from the Volunteer and Background Unit of the Human Resources Division has been granted.

Criminal Records Check –All volunteers must pass a background check prior to commencing any work activities for the department. Volunteers who do not agree to the background check shall be refused assignment.

The Department is bound by the Ordinance pertaining to Chapter 26 of the Code, entitled "Park and Recreation Department Rules and Regulations: on criminal background checks. On January 10, 2008, the County Commission passed the Ordinance pertaining to Chapter 26, Section 39, paragraph A of the Miami-Dade County Park and Recreation Rules and Regulations which states in part: that the department shall secure a nationwide criminal background check of all volunteers whose duties require physical presence on park property owned or operated by Miami Dade County. Every three (3) years thereafter, the department shall secure nationwide criminal background checks for existing volunteers whose primary duties require physical presence on park property owned or operated by Miami Dade County.

Based on the outcome of the check, consideration will be granted to obtain their services as a volunteer. If no adverse or criminal information is found, the process to obtain volunteers will continue.

If the criminal background check results in adverse or criminal information, this information must be reviewed and approved by either the Director designee (Chief of HR for Misdemeanor Crimes) or the Director (for Felony Crimes).

There is a specific criterion that may exclude someone from being approved to perform services at Parks; based on the Ordinance, Chapter 26, Section 39, these are as follows:

1) One conviction of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
2) A conviction of a felony involving the trafficking of narcotics within the past five (5) years; or
3) Has two (2) or more convictions for a violent felony, or conspiracy to commit a violent felony, or involving the trafficking of narcotics; 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.

A violent felony refers to the following felonies: arson; assault and/or battery; 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.

All volunteers must also sign an affidavit wherein they agree to report any arrest while in the commission of their services as a volunteer.

The level of background screening a potential volunteer will have to undergo will be determined by the classification of volunteer the individual will be providing services under. They are categorized as long-term, academic long-term, court mandated, government ordered, Children's Trust and short-term volunteers. The fees for fingerprinting will be paid from the index code of

the park where they will volunteer their services with the exception of the court mandated volunteer workers. Community service workers who are mandated by the court system to serve hours are required to pay the thirty-three dollar and twenty-five cent ($33.25) fee at their personal expense. The personal check or money order will be made out to the Board of County Commissioners and processed by the Personnel Liaison for recouping of funds. Fees are as follows:

Classification of Volunteer	Level of Background Required	Fee Charged to the Index Code
Short – Term (less than three occurrences within a six month period and for academic requirement up to the high school level)	Local background check conducted by Volunteer and Background Unit	None
Long – Term (More than three occurrences within a six month period)	VECHS Fingerprint Check conducted by the Employee Relations Department.	$33.25
Court Mandated Volunteer (Performing services dictated by a court order)	VECHS Fingerprint Check conducted by the Employee Relations Department.	$33.25 (The court mandated worker must pay the fee via money order or personal check at the time of application in order to be processed)
Children's Trust (Volunteering services at a Children's Trust site)	VECHS Fingerprint Check conducted by the Employee Relations Department.	$33.25

Placement – When the Volunteer Coordinator places a volunteer in a position attention will be paid to the interests and capabilities of the volunteer. No placement shall be made unless the requirements of both the volunteer and the supervising staff can be met. No volunteer will be assigned to a 'make-work' position and no position will be given to an unqualified or disregardful volunteer.

Volunteer staff must be issued by their supervisor a clear, complete, and current description of the duties and responsibilities of the position, which they are expected to fill. Prior to any volunteer assignment or recruitment effort, a position description must be developed for each volunteer position. This document will be given to each accepted volunteer and utilized in subsequent management and evaluation efforts. Position descriptions should be reviewed and updated at least every two years, or whenever the work involved in the position changes substantially.

All position descriptions shall include a narrative of the purpose and duties of the position, a designated supervisor and worksite, a time frame for the performance of the job and a listing of job qualifications will be maintained in a volunteer database.

Time Sheet – Individual volunteers are responsible for the accurate completion and timely submission of timesheets to the respective Park Manager. A weekly printed schedule will be provided to the volunteer by the Park Manager. A Monthly Volunteer Attendance Record will be completed by the Park Manager and forwarded to the Volunteer and Background Unit by the 10th day of every month for the prior month.

Complaint Procedure – All complaints of harassment, subsequent investigations and corrective actions shall be handled on a confidential basis to the extent possible under the law. Protective measures will be instituted to protect the complainant. Miami Dade Park and Recreation has established procedures for resolving, filing and processing complaints of unlawful harassment.

If the investigation confirms the existence of unlawful harassment, the Fair Employment Practices Office in HR will pursue prompt corrective action, including remedial relief for the victim and appropriate disciplinary action against the offender.

EXPECTATIONS

Dress Code/Appearance – The personal appearance standards required of MDPR volunteers are based on the premise that what we wear and how we wear it reflects not only how we value the institution we serve but also contributes significantly to the respect we receive from visitors, other volunteers and staff alike. As representatives of the Department, volunteers are responsible for presenting a good image to clients and the community. Volunteers shall dress appropriately for the conditions and performance of their duties.

Specific Standards:

- Your name badge must be worn at all times while on duty. The name badge will be issued by HR once the application and approval process is complete. The name badge should be displayed in a straight manner above the right pocket (or similar area on the T-shirt) of the T-shirt issued by the Region.
- Moderation and appropriateness should apply to all areas of appearance, such as cosmetics, jewelry, hairstyles and fashions in clothing and accessories. What is worn should reflect current norms for daytime, workplace wear.
- Cleanliness of person and clothing is expected of all volunteers.

TRAINING

Orientation – All volunteers will receive a general orientation provided by HR on the nature and purpose of the Department as well as the nature and operation of the program. The volunteer handbook will be disseminated at this session. A separate orientation will be conducted by the volunteer's supervisor detailing the activity for which they are recruited as well as the purposes and requirements of the position which they are accepting. These orientations are a vital component in the utilization of volunteers. The expectations of the volunteer are formulated after visiting the staff and going through an orientation checklist with the respective supervisor. The orientation checklist (see appendix) provides both the supervisor and the volunteer the opportunity to sit down one-on-one and address any questions the volunteer may have prior to the commencement of any volunteer work.

Scheduling and confirmation of volunteers for the HR general orientation shall be through the Personnel Liaison with the Volunteer Coordinator. These sessions will be conducted by the Volunteer Coordinator on a weekly basis as needed.

Volunteers shall maintain strict confidentiality with any information to which they may have access within their volunteer job. Volunteers are prohibited from using information not generally available to the public and obtained by reason of their volunteer positions for the personal benefit of themselves or others.

Supervision – Each volunteer who is accepted to a position with the Department must have a clearly identified supervisor who is responsible for day to day management and guidance of the work of the volunteer, and shall be available to the volunteer for consultation and assistance.

Volunteer Staff/Paid Staff – Volunteer staff and paid staff are partners in implementing the mission and programs of the Department, with each having an equal but complimentary role to play.

It is essential in the proper operation of this relationship that each partner understands and respects the needs and abilities of the other.

Training and Skill Enhancement – Opportunities for continuing education are offered on a regular basis.

EVALUATION

Volunteers shall receive periodic evaluations to review their work. The evaluation process is a concentrated effort between the Volunteer Coordinator, Park Manager, Supervisor and volunteer. The evaluation session is utilized to review the performance of the volunteer on means of enhancing the volunteer's relationship with the Department, to convey appreciation to the volunteer, and to ascertain the continued interest of the volunteer in serving that position and/or the department. Evaluations should include both an examination of the volunteer's performance of position responsibilities, volunteer hours and a discussion of any suggestions that the volunteer may have concerning the position or project with which the volunteer is connected.

BENEFITS

Insurance – Volunteers are not eligible for Unemployment Compensation benefits from the County. Volunteers are eligible for Workers Compensation – medical expenses only. In case of an accident, the supervisor must be notified. The Supervisor must report the accident through the Tele Claim system (1-877-632-7475) and advise them that the claim is for a volunteer. The Supervisor will be required to provide all personal information of the volunteer in order to answer the questions when calling.

Tax Deductions (expenses that may be deductible):

- Out-of-pocket expenses that you pay in rendering services without compensation
- Fees or assessments that you may have to pay to the Department
- If you are a chosen representative (volunteer liaison) attending a meeting or convention for the Department, you may be able to deduct unreimbursed expenses for travel, transportation, mileage, etc.
- Telephone bills
- Automobile expenses

Check with your tax professional for more details.

RECOGNITION

Recognition and Incentive Benefits

- For every 100 hours of volunteer service, Metrozoo will give the volunteer one entrance admission to the zoo free of charge.
- For every day (usually 8 hours) of volunteer service as a Ranger/Starter, the Golf Division will allow the volunteer to play a round of golf.
- Additional incentive benefits are being developed by the Volunteer Coordinator and shall be published as they become available.

Volunteers Appreciation Event – Volunteers will be recognized through an annual Volunteer Recognition Event hosted in the month of April. This recognition program is to recognize and reward volunteers for their dedication to the Department. This event is coordinated by the Volunteer Coordinator and the operating divisions of the department. It will be held in the Commission Chambers and the Hickman Building (Administration Offices) in downtown where employees and management will be invited to attend.

At the event, Appreciation Certificates from the Board of County Commissioners will be presented to the volunteer groups by the Commission Chair or designee in the chambers. Afterwards, individual Appreciation Certificates will be presented to the volunteers by the Department Director and HR staff along with a small ceremony in appreciation of the outstanding volunteer services that they have performed.

Periodic forums will be held where volunteers can attend to recognize and accommodate their personal needs and problems. These sessions will provide additional training (i.e. service excellence, telephone etiquette, etc...) to develop the volunteer. These sessions also serve to provide a platform for suggestions and ideas to be explored and developed.

TERMINATIONS

If the volunteer's schedule should change and the individual can no longer volunteer in the current assignment, contact the Volunteer Coordinator's office. It may be possible that another position will fit the volunteer's new circumstances. The Volunteer Coordinator may be able to arrange a transfer to another section that will provide the volunteer with your more desirable experience.

Holding a volunteer position with MDPR does not confer to the volunteer any rights with regard to position, length of service, or termination. Volunteers may be asked to leave the position at any time, without notice, for any reason deemed appropriate by the supervisor.

Upon time of resignation or termination of the volunteer position all Park and Recreation items and equipment must be returned.

At least two-week's notice is greatly appreciated and expected for resignations. Please complete an exit evaluation prior to your end of service by logging onto the website address www.miamidade.gov/surveys/snerd_post_employment.asp. The opinions and concerns of the volunteer will help improve the program.

APPENDIX FORMS/ APPLICATIONS

- VOLUNTEER APPLICATION
- AFFIDAVIT FOR VOLUNTEER SERVICE
- FINGERPRINT/ID FORM
- VOLUNTEER WORKSITE ORIENTATION
- MONTHLY VOLUNTEER ATTENDANCE RECORD
- VOLUNTEER EVALUATION
- VOLUNTEER PROCESSING REFERENCE SHEET

Miami-Dade Park and Recreation Department

MIAMI-DADE COUNTY

Volunteer Application

Please print clearly and return completed form to the facility where you would like to volunteer or any Miami-Dade park office.

Today's Date:	Individual ❑ Corporate ❑ Co. Name:			
SS#:	Date of Birth:			Male ❑ Female ❑
Last Name:	First Name:			MI:
Address:	Apt #:	City:	State:	Zip:
Home Phone:	Cell Phone:	E-Mail:		
Are you 18 years of age or older? YES ❑ NO ❑	Driver's License Number or ID Number:			

Will you be volunteering more than three (3) times within the next six months?	Yes ❑	No ❑
When are you available to start as a volunteer?		
Is this volunteer service required by a government agency or court order?	Yes ❑	No ❑
Are you fulfilling requirements for community service hours?	Yes ❑	No ❑

Have you ever been convicted of a felony? Yes ☐ No ☐
If yes, please explain below. (Answering yes does not necessarily exclude you from being selected for volunteer service)

_____

_____

Please check below which areas are of interest to you?

Education	***Customer Relations***	***Administrative / Computer***	***Specialty / Miscellaneous***
❒ Academic Tutoring	❒ Hosting / Greeting	❒ Office / Clerical Work	❒ Dog Park / Maintenance
❒ Sports Development	❒ Chaperone	❒ Research	❒ Fundraising
❒ Teaching Arts / Other ____	❒ Special Event(s) _____	❒ Public Relations	❒ Animal Husbandry
❒ Naturalist / Nature Camp	❒ Other:	❒ Other:	❒ Golf Course / Ranger Starter

Please tell us how you found out about volunteering or the Adopt-A-Park Program with Miami Dade Park and Recreation?

❒ Newspaper	❒ School	❒ Website	❒ Park Employee / Friend	Other:

I request approval to volunteer my services at:

Under the supervision of (park manager or designee):

USE OF SOCIAL SECURITY NUMBER

The Miami-Dade Park & Recreation Department (the "Department") collects your Social Security number for identification and verification, reconciliation, tracking, and record keeping purposes. Social Security numbers are also used as a unique numeric identifier and may be used for internal search purposes.

INDEMNIFICATION

I understand that I am not an employee of Miami-Dade County (the "County") and will not receive payment for my volunteer services. I understand that as a volunteer I am covered under the Workers' Compensation Laws of the State of Florida as outlined in Chapter 440 of the Florida Statutes. I further agree to immediately notify my supervisor if I am injured in the performance of my volunteer duties.

I further understand that as a volunteer I am not allowed to operate any power equipment, drive County vehicles, handle County funds, supervise County employees, provide "life guarding" services or use/handle pesticides, herbicides or other hazardous chemicals. Exceptions to these restrictions must be approved in writing by the Department Director.

By signing this request, I additionally certify that I am aware that the Department will make the appropriate inquiries into my background as prescribed by Florida Statute 943.04351 (2004) and Chapter 26 of the Miami-Dade County Code.

In exchange for the opportunity to perform volunteer services for the County, and the County's permission to access certain County facilities for this purpose, and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby releases, indemnifies and saves harmless the County, its officers, officials, agents, employees, successors and assigns, from and against any and all liabilities, actions and causes of action which may arise, directly or indirectly, from the services and work to be performed by me as a volunteer and from the premises which I will occupy in performing those services and matters incidental thereto. I declare that all the information provided on this application is true, and I understand that any falsification or misrepresentation may result in my termination from the County's volunteer program.

If Volunteer is less than 18 years old, please complete the following:

Parent's Name & Address:	
Signature:	Date:

Applicant Signature _____ Date _____

For Office Use Only				
STV	LTV	CMV	DDL:	Index Code (if LT or CMV):
Preliminary Check: Yes ❑ No ❑			PreLim BG Approval:	
VECHS Check: Yes ❑ No ❑			VECHS Results Approval:	

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

~~18~~

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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:

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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

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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.

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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.

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