PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	**December 1, 2026**	**Consent [X]** **Public Hearing [ ]**	**Regular [ ]**
Department:	**Water Utilities Department**		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

(A) a Non-Standard Utility Easement (Easement) form for easements from the School District of Palm Beach County (School Board) to be used on School Board property where the easement is related to utility service to said property; and

(B) a Non-Standard Pass-Through Utility Easement (Pass-Through Easement) form for easements from the School Board to be used on School Board property where the easement is unrelated to utility service to said property; and

(C) incorporate the modification of the Easement and Pass-Through Easement forms into Chapter 3 of the Department's Uniform Policies and Procedures Manual (UPAP).

Summary: Easements are required over lands where Palm Beach County Water Utilities Department (PBCWUD) utilities are proposed to be installed. These easements provide PBCWUD staff access to the property for operations and maintenance purposes. The School Board has requested modifications to the standard utility easement language that requires approval by the Board of County Commissioners (BCC). The Easement form will be used in standard situations where the School Board grants an easement to the County related to utility service to a School Board property, and the Pass-Through Easement will be used in standard situations where the School Board grants an easement to the County unrelated to utility service to a School Board property. Both the Easement and Pass-Through Easement contain non-standard language, including: 1) Addition of requirements for work within School Board property while school is in session; 2) Requirement to meet provisions of Section 1012.467, Florida Statutes (F.S.), including clearance by School Board to access the School's property or easements; and 3) restrictions on entrance for those convicted of or under investigation for a crime delineated in Section 435.04, F.S. In addition, the Pass-Through Easement contains a reverter provision if the County abandons its use for twenty-four (24) months, and also requires the County to indemnify and hold the School Board harmless, to the extent permitted by Florida Statute 768.28, against any actions, claims, or damages arising out of the negligent or wrongful act or omission of the County. The County Attorney's Office and Risk Management have reviewed the language and advised staff accordingly. Due to the future need for the Pass-Through Easement, and due to the County's obligation being subject to the extent and limits of 768.28, F.S., staff recommends approval. Countywide (MWJ)

Background and Justification: PBCWUD's UPAP contains a standard utility easement form that is utilized in most instances to allow PBCWUD staff access to property to perform normal operations and maintenance to the water and wastewater infrastructure. The School Board Easement form and Pass-Through Easement form will be utilized in lieu of the standard utility easement form for any proposed utilities installed on property owned by the School Board. The School Board Easement form and Pass-Through Easement Form requires BCC approval as it contains certain non-standard provisions not contained within PBCWUD's standard utility easement.

Attachments:

1. Non-Standard School Board Utility Easement Form
2. Non-Standard School Board Pass-Through Easement Form
3. New Vendor Clearance Directions

Recommended By: Ali Bayat 10/29/26
Department Director **Date**

Approved By: 11/13/26
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures	0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	0	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

KWB **Budget Account No.:** **Fund** **Dept** **Unit** **Object**

Is Item Included in Current Budget? Yes ____ No X

Does this item include the use of Federal Funds? Yes ____ No X

Does this item include the use of State Funds? Yes ____ No X

Reporting Category **N/A**

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

C. Department Fiscal Review: [signature] KWB

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[signature] 11/5/2026
OFMB
JAH 11/4
EJW 11-5-26

[signature] 11/5/26
Contract Development and Control

B. Legal Sufficiency:

[signature] 11/6/26
Chief Assistant County Attorney

C. Other Department Review:

_____
Department Director

This summary is not to be used as a basis for payment.

Attachment 1

Prepared by and Return to:
Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard,
ATTN: Plan Review, Engineering Section
West Palm Beach, Florida 33413

[Insert Location]

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
UTILITY EASEMENT

THIS EASEMENT is made, granted and entered into this 1 day of December, 20 26, by The School Board of Palm Beach County Florida (hereinafter referred to as "Grantor"), whose address is 3661 Interstate Park Road North Suite 200, Riviera Beach, Florida 33404, to Palm Beach County (hereinafter referred to as "Grantee"), c/o Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

W I T N E S S E T H

That Grantor, for and in consideration of the mutual benefits and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement ("Easement") which shall permit Grantee authority to enter upon the property of the Grantor commonly referred to as (Insert School Name) (the "Property") at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect raw water, potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the easement premises (the "Easement Premises"). The Easement Premises hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

Subject to Grantee's approval, which shall not be unreasonably withheld, and subject to the entering into an agreement with the County to indemnify the County for any damage to the County's facilities caused by Grantor's improvements, Grantor may locate above ground and subsurface improvements, including but not limited to fences, irrigation lines, landscaping, light poles, utility lines, sidewalks, roadways, parkways and parking lots, within the Easement Premises. In the event that damage to the Easement Premises, Grantor's surrounding property or Grantor's improvements on the Easement Premises or Grantor's surrounding property is caused by Grantee, its employees or agents, Grantee shall, promptly re-sod, restore, repair or replace the damaged property or improvements using materials of like kind or quality.

Except where emergency circumstances require otherwise, the construction, maintenance or repair of Grantee's improvements shall be coordinated with the Board's Chief of Operating Officer by providing a minimum of five (5) days prior notice. Said notice shall be provided by email to: chiefoperatingoffice@palmbeachschools.org. In no event shall the construction, maintenance or repair of the Grantee's improvements result in Grantor being prevented from having ingress or egress to the

Property while school is in session. It shall be the responsibility of Grantor to provide Grantee with changes to the contact information, and Grantee shall not be held in default for a failure to notify where Grantor fails to provide updated notice information to Grantee. Grantee shall ensure that the Easement Premises remains safe and secured at all times that work is being performed and that such work is conducted in such a way as to avoid the risk of personal injury to the students, visitors, faculty and staff of the Grantor. Grantee shall make its best efforts to schedule the construction, maintenance and repair of the improvements during a time or times when school is out of session so as to avoid a disruption of activities at the school. Except in the case of an emergency, to the extent that any work is undertaken while school is in session, Grantee shall ensure that, during and as a result of work, Grantor's existing driveways, traffic stacking areas, bus loops and parking lots and pedestrian walkways, shall remain open and passable at all times by the Grantor's pedestrians and vehicles, including school buses.

Grantee shall have the right for ingress and egress over and across the Easement Premises and Grantor's adjoining Property as is reasonably necessary for the use of any right granted herein, provided the same shall not unreasonably interfere with Grantor's use and enjoyment of its adjoining Property.

All the Grantee's employees, contractors and subcontractors who are permitted access to the Property or Easement Premises when students are present, must comply with the provisions of section 1012.467, F.S., at the sole cost of the County or the County's contractors or subcontractors. No person shall be permitted access to the Property or Easement Premises when students are present until he or she receives notice of clearance by the Grantor. Neither the Grantor, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any person (or discontinuation of the person's services) on the basis of these compliance obligations. The Grantee agrees that no person who meets the above conditions and who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the Property or Easement Premises when students are present.

Grantee shall require its contractors and subcontractors to maintain and keep in full force and effect such insurance provisions as it regularly requires for its contractors and professional service providers.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages that are prior in right and dignity to this Easement.

[Signatures are located on the following page]

[Remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

Witnesses:

_____
Sign

_____
Print

_____
Sign

_____
Print

(BOARD SEAL)

Reviewed and Approved
For Legal Sufficiency

_____
School Board Attorney

GRANTOR:
School Board of Palm Beach County, Florida

_____
, Superintendent

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____ by _____, as Superintendent of the School Board of Palm Beach County, Florida, who is personally known to me.

My Commission Expires:

_____
Notary Signature

_____
Typed, Printed or Stamped Name of Notary

[ALTERNATIVE SIGNATURE BLOCK TO BE USED WHEN THE EASEMENT WILL BE EXECUTED BY THE SCHOOL BOARD CHAIR AND SUPERINTENDENT]

Witnesses as to Both:

GRANTOR:
School Board of Palm Beach County, Florida

_____
Sign

_____
_____, Chair

_____
Print

_____
, Superintendent

_____
Sign

_____
Print

(BOARD SEAL)

Reviewed and Approved
For Legal Sufficiency

_____
School Board Attorney

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____ by _____ and _____, Chair and Superintendent, respectively, of the School Board of Palm Beach County, Florida, who are personally known to me.

My Commission Expires:

_____
Notary Signature

_____
Typed, Printed or Stamped Name of Notary

(COUNTY SEAL)

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

Yvette Drucker
Clerk of the Circuit Court & Comptroller

By: _____
Mayor

By: _____
CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
CHIEF ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
DIRECTOR OF WATER UTILITIES

Attachment 2

Prepared by and Return to:
Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard,
ATTN: Plan Review, Engineering Section
West Palm Beach, Florida 33413

[Insert Location]

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
PASS-THROUGH EASEMENT

THIS EASEMENT is made, granted and entered into this 1 day of December, 20 26, by The School Board of Palm Beach County Florida (hereinafter referred to as "Grantor"), whose address is 3661 Interstate Park Road North Suite 200, Riviera Beach, Florida 33404, to Palm Beach County (hereinafter referred to as "Grantee"), c/o Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida 33416-6097.

W I T N E S S E T H

That Grantor, for and in consideration of the mutual benefits and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual utility easement ("Easement") which shall permit Grantee authority to enter upon the property of the Grantor commonly referred to as (Insert School Name) (the "Property") at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect raw water, potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the easement premises (the "Easement Premises"). The Easement Premises hereby granted covers a strip of land lying, situate and being in Palm Beach County, Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

Subject to Grantee's approval, which shall not be unreasonably withheld, and subject to the entering into an agreement with the County to indemnify the County for any damage to the County's facilities caused by Grantor's improvements, Grantor may locate above ground and subsurface improvements, including but not limited to fences, irrigation lines, landscaping, light poles, utility lines, sidewalks, roadways, parkways and parking lots, within the Easement Premises. In the event that damage to the Easement Premises, Grantor's surrounding property or Grantor's improvements on the Easement Premises or Grantor's surrounding property is caused by Grantee, its employees or agents, Grantee shall, promptly re-sod, restore, repair or replace the damaged property or improvements using materials of like kind or quality.

Except where emergency circumstances require otherwise, the construction, maintenance or repair of Grantee's improvements shall be coordinated with the Board's Chief of Operating Officer by providing a minimum of five (5) days prior notice. Said notice shall be provided by email to: chiefoperatingoffice@palmbeachschools.org. In no event shall the construction, maintenance or repair of the Grantee's improvements result in Grantor being prevented from having ingress or egress to the

Property while school is in session. It shall be the responsibility of Grantor to provide Grantee with changes to the contact information, and Grantee shall not be held in default for a failure to notify where Grantor fails to provide updated notice information to Grantee. Grantee shall ensure that the Easement Premises remains safe and secured at all times that work is being performed and that such work is conducted in such a way as to avoid the risk of personal injury to the students, visitors, faculty and staff of the Grantor. Grantee shall make its best efforts to schedule the construction, maintenance and repair of the improvements during a time or times when school is out of session so as to avoid a disruption of activities at the school. Except in the case of an emergency, to the extent that any work is undertaken while school is in session, Grantee shall ensure that, during and as a result of work, Grantor's existing driveways, traffic stacking areas, bus loops and parking lots and pedestrian walkways, shall remain open and passable at all times by the Grantor's pedestrians and vehicles, including school buses.

Grantee shall have the right for ingress and egress over and across the Easement Premises and Grantor's adjoining Property as is reasonably necessary for the use of any right granted herein, provided the same shall not unreasonably interfere with Grantor's use and enjoyment of its adjoining Property.

All the Grantee's employees, contractors and subcontractors who are permitted access to the Property or Easement Premises when students are present, must comply with the provisions of section 1012.467, F.S., at the sole cost of the County or the County's contractors or subcontractors. No person shall be permitted access to the Property or Easement Premises when students are present until he or she receives notice of clearance by the Grantor. Neither the Grantor, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any person (or discontinuation of the person's services) on the basis of these compliance obligations. The Grantee agrees that no person who meets the above conditions and who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the Property or Easement Premises when students are present.

Grantee's use of the Easement Premises is at Grantee's sole risk. The Grantee recognizes its liability for certain tortious acts of its agents, officers, and employees, and agrees to be responsible for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, officers, or employees, to the extent and limits provided by law. The parties further acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 applicable to the parties, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Grantee shall indemnify and hold harmless, to the extent permitted by Florida Statutes Section 768.28, and without waiver of the monetary limits set forth therein, the Grantor against any actions, claims, or damages arising out of the negligent or wrongful act or omission of the Grantee, its employees, agents, and/or officers. The parties acknowledge that the foregoing shall not constitute an agreement by the Grantee to indemnify the Grantor for Grantor's negligence, nor a waiver of sovereign immunity, nor a waiver of any defense the Grantee may have under such statute, nor as consent to be sued by third parties

Grantee shall require its contractors and subcontractors to maintain and keep in full force and effect such insurance provisions as it regularly requires for its contractors and professional service providers.

Grantee hereby expressly agrees that in the event that Grantee abandons its use of the Easement Premises for the purposes herein expressed for a period of twenty-four (24) months or more, this Easement shall become null and void, and all right, title and interest in and to the Easement Premises shall revert to the Grantor. Nothing stated herein shall prevent Grantee from seeking an extension of this timeframe from the Grantor and such extension shall not be unreasonably withheld by the Grantor.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages that are prior in right and dignity to this Easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

Witnesses:

_____
Sign

_____
Print

_____
Sign

_____
Print

GRANTOR:
School Board of Palm Beach County, Florida

_____
, Superintendent

(BOARD SEAL)

Reviewed and Approved
For Legal Sufficiency

_____
School Board Attorney

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____ by _____, as Superintendent of the School Board of Palm Beach County, Florida, who is personally known to me.

My Commission Expires:

_____
Notary Signature

_____
Typed, Printed or Stamped Name of Notary

[ALTERNATIVE SIGNATURE BLOCK TO BE USED WHEN THE EASEMENT WILL BE EXECUTED BY THE SCHOOL BOARD CHAIR AND SUPERINTENDENT]

Witnesses as to Both:

_____
Sign

_____
Print

_____
Sign

_____
Print

GRANTOR:
School Board of Palm Beach County, Florida

_____
_____, Chair

_____
, Superintendent

(BOARD SEAL)

Reviewed and Approved
For Legal Sufficiency

_____
School Board Attorney

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____ by _____ and _____, Chair and Superintendent, respectively, of the School Board of Palm Beach County, Florida, who are personally known to me.

My Commission Expires:

_____
Notary Signature

_____
Typed, Printed or Stamped Name of Notary

(COUNTY SEAL)

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

Yvette Drucker
Clerk of the Circuit Court & Comptroller

By: _____
Mayor

By: _____
CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
CHIEF ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
DIRECTOR OF WATER UTILITIES

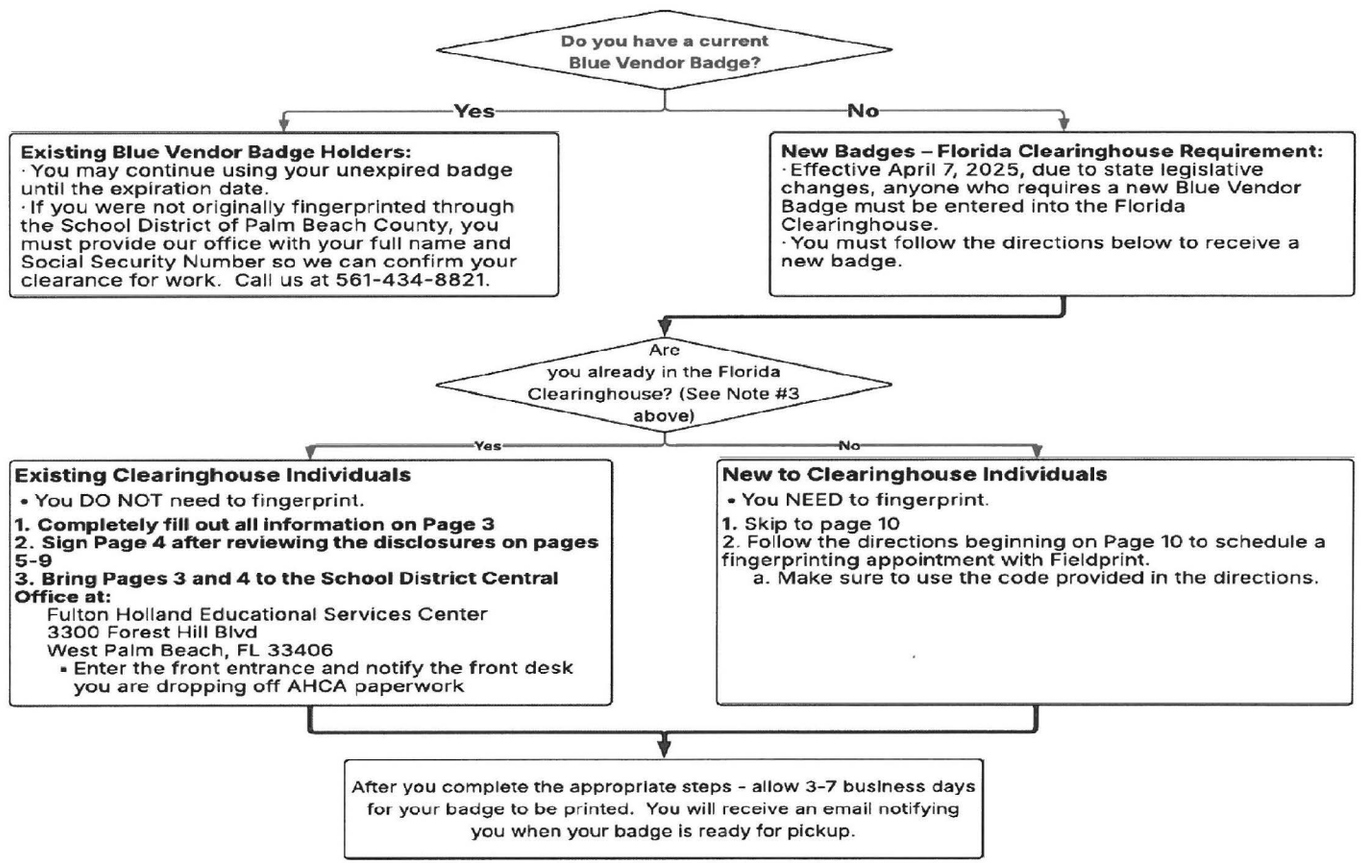
Attachment 3

Fingerprinting & Background Clearance Instructions

For Vendors, Sports Officials, Student Interns, and Private Practitioners (v. July'25)

Important Notes:

1) **All vendors must review Page 2 regarding the Florida state law requirement to self-report arrests/criminal charges.**
2) **Due to a state level change effective April 7, 2025 – you must read and follow the below directions carefully.**
3) **The Florida Clearinghouse is a state database where background clearances are stored by multiple agencies including DCF, DJJ, AHCA, etc. Go here for more info: https://ahca.myflorida.com/health-quality-assurance/bureau-of-central-services/background-screening/clearinghouse**



4)

Self-Reporting of Arrests/ Criminal Charges

Vendors must have a valid badge before entering any School District campus!

After Clearance - You Must Report any Disqualifying Arrests or Criminal Charges!



- Vendors/contractors are **required by Florida law to report any disqualifying arrests.**
- Vendors with disqualifying offenses are not allowed on campuses.
- **Failure to report arrests/charges may result in being prohibited from working with the School District** and constitute a violation of Florida Statute 1012.467 - a felony offense.

Questions:

Fingerprinting appointment with Fieldprint:
(877) 614-4364
customerservice@fieldprint.com

Clearance or reporting an arrest with School District HR:
HR Operations (561) 434-8821
Fingerprinting@palmbeachschools.org

Care Provider Background Screening Clearinghouse Request Form

Affiliation Code: FAC ND

PAGE 3

You are applying to work in the School District of Palm Beach County, which is a service provider regulated by a specified agency in the Care Provider Background Screening Clearinghouse that requires a fingerprint-based background check. A search for an existing background screening result or submission for a new background screening request through the Clearinghouse results website will be conducted on your behalf.
We must collect the following information, which **is required** by the Clearinghouse, the Florida Department of Law Enforcement, and the Federal Bureau of Investigation. The search will be conducted by **the Agency for Health Care Administration (AHCA). You may contact them by email DOEBGS@ahca.myflorida.com or phone 850-412-4700.**

Applicant Name	**Demographics**
*First Name: _____	*Gender ☐ Female ☐ Male
Middle Name: _____	*Race: _____
*Last Name: _____	*Hair Color: _____
Aliases: _____	*Eye Color: _____
*SSN: _____	*Height: _____
* Date of Birth: _____	*Weight: _____
* Place of Birth: _____	
Contact Information	**Organization/Company Information**
*Address Line 1: _____	Company/Org Name: _____
Address Line 2: _____	Supervisor Name: _____
*City: _____	Supervisor Phone Number: _____
*State: _____	Supervisor Email: _____
*Zip: _____	---
County: _____	*Your Email: _____
	*Your Phone: _____

By signing this document, I certify that all information contained herein is true and accurate. My signature further certifies that there is no falsification of any information, omission of any information, or misrepresentation of any information requested.

By my signature, I authorize the School District of Palm Beach County to conduct any investigation necessary to verify all information identified on this form. By my signature, I certify that I know, understand, and agree that any false statement or omission of information requested may result in loss of my opportunity to work as a school district vendor.

_____ _____

* Signature DATE:

STOP **Note: This form cannot be emailed, because it contains a Social Security Number!**

PAGE 4

PRIVACY POLICY ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the privacy policies from the Florida Department of Law Enforcement and the Federal Bureau of Investigation, which describe the exchange of information where criminal record results will become part of the Care Provider Background Screening Clearinghouse.

I understand and agree that I will read and comply with the guidelines contained in the privacy policies.

_____

Employee/Contractor Name (Printed)

_____

Employee/Contractor Signature

_____

Date

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

NOTICE FOR APPLICANTS SUBMITTING FINGERPRINTS WHERE CRIMINAL RECORD RESULTS WILL BECOME PART OF THE CARE PROVIDER BACKGROUND SCREENING CLEARINGHOUSE

NOTICE OF:

- **SHARING OF CRIMINAL HISTORY RECORD INFORMATION WITHSPECIFIED AGENCIES,**
- **RETENTION OF FINGERPRINTS,**
- **PRIVACY POLICY, AND**
- **RIGHT TO CHALLENGE AN INCORRECT CRIMINAL HISTORY RECORD**

This notice is to inform you that when you submit a set of fingerprints to the Florida Department of Law Enforcement (FDLE) for the purpose of conducting a search for any Florida and national criminal history records that may pertain to you, the results of that search will be returned to the Care Provider Background Screening Clearinghouse. By submitting fingerprints, you are authorizing the dissemination of any state and national criminal history record that may pertain to you to the Specified Agency or Agencies from which you are seeking approval to be employed, licensed, work under contract, or to serve as a volunteer, pursuant to the National Child Protection Act of 1993, as amended, and Section 943.0542, Florida Statutes. "Specified agency" means the Department of Health, the Department of Children and Family Services, the Division of Vocational Rehabilitation within the Department of Education, the Agency for Health Care Administration, the Department of Elder Affairs, the Department of Juvenile Justice, and the Agency for Persons with Disabilities when these agencies are conducting state and national criminal history background screening on persons who provide care for children or persons who are elderly or disabled. The fingerprints submitted will be retained by FDLE and the Clearinghouse will be notified if FDLE receives Florida arrest information on you.

Your Social Security Number (SSN) is needed to keep records accurate because other people may have the same name and birth date. Disclosure of your SSN is imperative for the performance of the Clearinghouse agencies' duties in distinguishing your identity from that of other persons whose identification information may be the same as or similar to yours.

Licensing and employing agencies are allowed to release a copy of the state and national criminal record information to a person who requests a copy of his or her own record if the identification of the record was based on submission of the person's fingerprints. Therefore, if you wish to review your record, you may request that the agency that is screening the record provide you with a copy. After you have reviewed the criminal history record, if you believe it is incomplete or inaccurate, you may conduct a personal review as provided in s. 943.056, F.S., and Rule 11C8.001, F.A.C. If national information is believed to be in error, the FBI should be contacted at 304-625-2000. You can receive any national criminal history record that may pertain to you directly from the FBI, pursuant to 28 CFR Sections 16.30-16.34. You have the right to obtain a prompt determination as to the validity of your challenge before a final decision is made about your status as an employee, volunteer, contractor, or subcontractor.

Until the criminal history background check is completed, you may be denied unsupervised access to children, the elderly, or persons with disabilities.

The FBI's Privacy Statement follows on a separate page and contains additional information.

Privacy Act Statement

This privacy act statement is located on the back of the FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

See Page 2 for Spanish translation.

Declaración de la Ley de Privacidad

Esta declaración de la ley de privacidad se encuentra al dorso del FD-258 tarjeta de huellas digitales.

Autoridad: La adquisición, preservación, e intercambio de huellas digitales e información relevante por el FBI es autorizada en general bajo la 28 U.S.C. 534. Dependiendo de la naturaleza de su solicitud, la autoridad incluye estatutos federales, estatutos estatales de acuerdo con la Pub. L. 92-544, Órdenes Ejecutivas Presidenciales, y reglamentos federales. El proveer sus huellas digitales e información relevante es voluntario; sin embargo, la falta de hacerlo podría afectar la terminación o aprobación de su solicitud.

Propósito Principal: Ciertas determinaciones, tal como empleo, licencias, y autorizaciones de seguridad, podrían depender de las investigaciones de antecedentes basados en huellas digitales. Se les podría proveer sus huellas digitales e información relevante/ biométrica a la agencia empleadora, investigadora, o responsable de alguna manera, y/o al FBI con el propósito de comparar sus huellas digitales con otras huellas digitales encontradas en el sistema Next Generation Identification (NGI) del FBI, o su sistema sucesor (incluyendo los depósitos de huellas digitales latentes, criminales, y civiles) u otros registros disponibles de la agencia empleadora, investigadora, o responsable de alguna manera. El FBI podría retener sus huellas digitales e información relevante/biométrica en el NGI después de terminar esta solicitud y, mientras las mantengan, sus huellas digitales podrían continuar siendo comparadas con otras huellas digitales presentadas a o mantenidas por el NGI.

Usos Rutinarios: Durante el procesamiento de esta solicitud y mientras que sus huellas digitales e información relevante/biométrica permanezcan en el NGI, se podría divulgar su información de acuerdo a su consentimiento, y se podría divulgar sin su consentimiento de acuerdo a lo permitido por la Ley de Privacidad de 1974 y todos los Usos Rutinarios aplicables según puedan ser publicados en el Registro Federal, incluyendo los Usos Rutinarios para el sistema NGI y los Usos Rutinarios Generales del FBI. Los usos rutinarios incluyen, pero no se limitan a divulgación a: agencias empleadoras gubernamentales y no gubernamentales autorizadas responsables por emplear, contratar, licenciar, autorizaciones de seguridad, y otras determinaciones de aptitud; agencias de la ley locales, estatales, tribales, o federales; agencies de justicia penal; y agencias responsables por la seguridad nacional o seguridad pública.

A partir de 30/03/2018

NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing. [1] These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulations (CFR), 50.12, among other authorities.

- **You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when you submit your fingerprints and associated personal information. This Privacy Act Statement must explain the authority for collecting your fingerprints and associated information and whether your fingerprints and associated information will be searched, shared, or retained. [2]**
- **You must be advised in writing of the procedures for obtaining a change, correction, or update of your FBI criminal history record as set forth at 28 CFR 16.34.**
- **You must be provided the opportunity to complete or challenge the accuracy of the information in your FBI criminal history record (if you have such a record).**
- **If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the FBI criminal history record.**
- **If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at https://www.fbi.gov/services/cjis/identity-history-summary-checks and https://www.edo.cjis.gov.**
- **If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI by submitting a request via https://www.edo.cjis.gov. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)**
- **You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.[3]**

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[1] Written notification includes electronic notification, but excludes oral notification.

[2] https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement

[3] See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 34 U.S.C. § 40316 (formerly cited as 42 U.S.C. § 14616), Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

See Page 2 for Spanish translation.

DERECHOS DE PRIVACIDAD DE SOLICITANTES - JUSTICIA, NO CRIMINAL

Como solicitante sujeto a una indagación nacional de antecedentes criminales basado en huellas dactilares, para un propósito no criminal (tal como una solicitud para empleo o una licencia, un propósito de inmigración o naturalización, autorización de seguridad, o adopción), usted tiene ciertos derechos que se entablan a continuación. Toda notificación se le debe proveer por escrito.[1] Estas obligaciones son de acuerdo al Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, y Title 28 Code of Federal Regulations (CFR), 50.12, entre otras autorizaciones.

- **Se le debe proveer una Declaración de la Ley de Privacidad del FBI (con fecha de 2013 o más reciente) por escrito cuando presente sus huellas digitales e información personal relacionada. La Declaración de la Ley de Privacidad debe explicar la autorización para tomar sus huellas digitales e información relacionada y si se investigarán, compartirán, o retendrán sus huellas digitales e información relacionada.[2]**
- **Se le debe notificar por escrito el proceso para obtener un cambio, corrección, o actualización de su historial criminal del FBI según delineado en el 28 CFR 16.34.**
- **Se le tiene que proveer una oportunidad de completar o disputar la exactitud de la información contenida en su historial criminal del FBI (si tiene dicho historial).**
- **Si tiene un historial criminal, se le debe dar un tiempo razonable para corregir o completar el historial (o para rechazar hacerlo) antes de que los funcionarios le nieguen el empleo, licencia, u otro beneficio basado en la información contenida en su historial criminal del FBI.**
- **Si lo permite la política de la agencia, el funcionario le podría otorgar una copia de su historial criminal del FBI para repasarlo y posiblemente cuestionarlo. Si la política de la agencia no permite que se le provea una copia del historial, usted puede obtener una copia del historial presentando sus huellas digitales y una tarifa al FBI. Puede obtener información referente a este proceso en https://www.fbi.gov/services/cjis/identity-history- summary-checks y https://www.edo.cjis.gov.**
- **Si decide cuestionar la veracidad o totalidad de su historial criminal del FBI, deberá presentar sus preguntas a la agencia que contribuyó la información cuestionada al FBI. Alternativamente, puede enviar sus preguntas directamente al FBI presentando un petición por medio de .https://www.edo.cjis.gov. El FBI luego enviará su petición a la agencia que contribuyó la información cuestionada, y solicitará que la agencia verifique o corrija la información cuestionada. Al recibir un comunicado oficial de esa agencia, el FBI hará cualquier cambio/corrección necesaria a su historial de acuerdo con la información proveída por la agencia. (Vea 28 CFR 16.30 al 16.34.)**
- **Usted tiene el derecho de esperar que los funcionarios que reciban los resultados de la investigación de su historial criminal lo usarán para los propósitos autorizados y que no los retendrán o diseminarán en violación a los estatutos, normas u órdenes ejecutivos federales, o reglas, procedimientos o normas establecidas por el National Crime Prevention and Privacy Compact Council.[3]**

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1 La notificación por escrito incluye la notificación electrónica, pero excluye la notificación verbal.

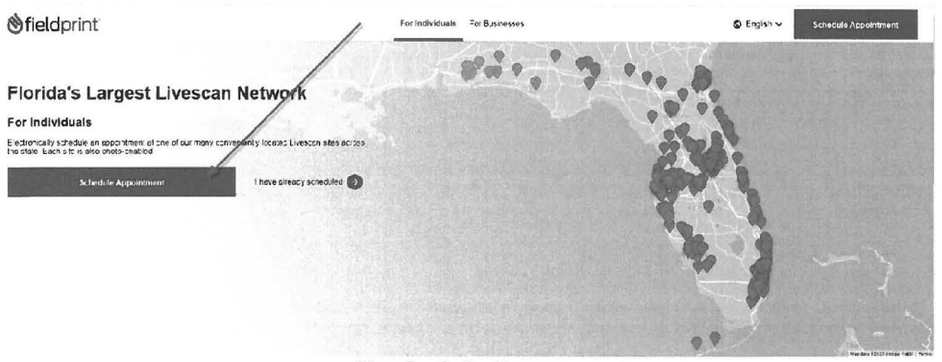
2 https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement

3 Vea 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 34 U.S.C. § 40316 (anteriormente citada como 42 U.S.C. § 14616), Article IV(c); 28 CFR 20.21(c), 20.33(d) y 906.2(d).

To schedule a fingerprinting appointment, please follow these simple instructions:

1. Visit **www.fieldprintflorida.com**.

2. Click on the "**Schedule Appointment**" button.

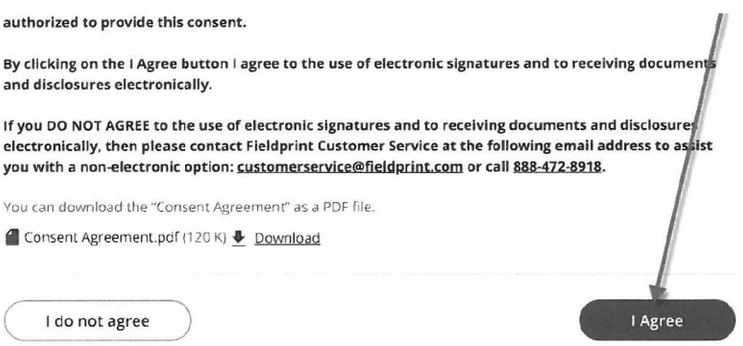


Simple. Safe. Secure.

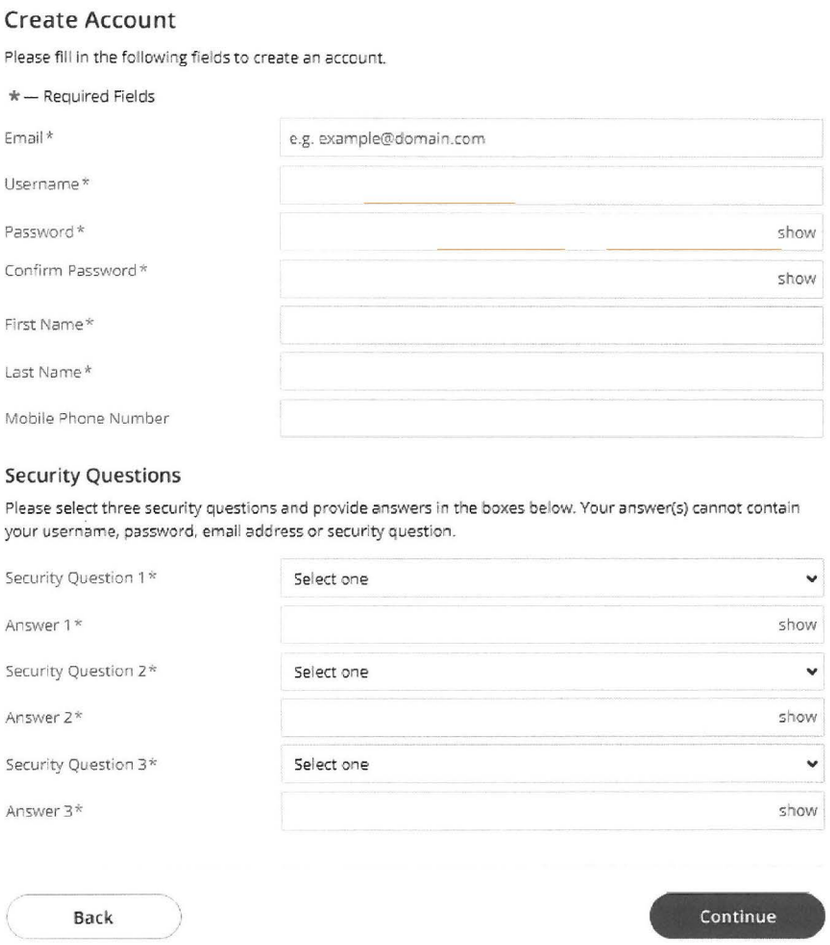
3. Select "**Sign Up**" to create an account as a New User.



4. Select "**I agree**" on the **Consent Agreement**.



5. Fill out the required fields in order to create an account with your email (recommended to use your personal email) and select 3 security questions from the drop down menu and type in the answers. Then click "**Continue**".

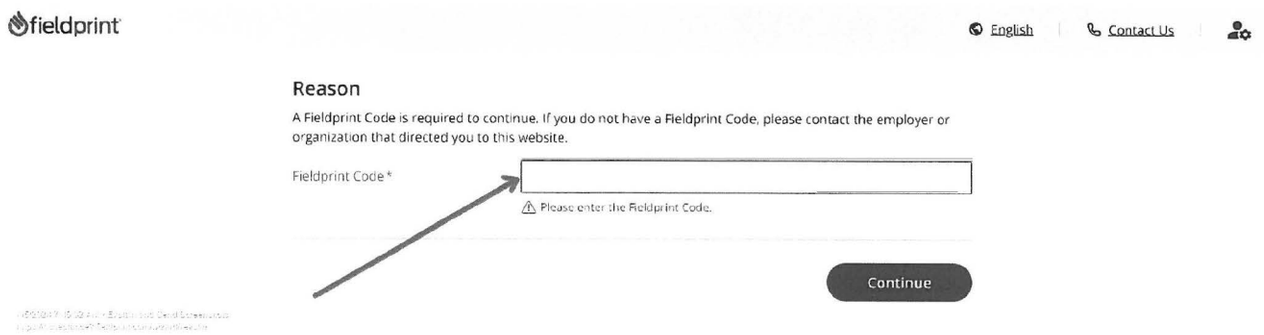


6. You will be sent a "Fieldprint Account Verification" email that contains an 8 digit code that must be entered on the **"Verify Account"** page. After entering the Verification Code select **"Complete Registration"**.

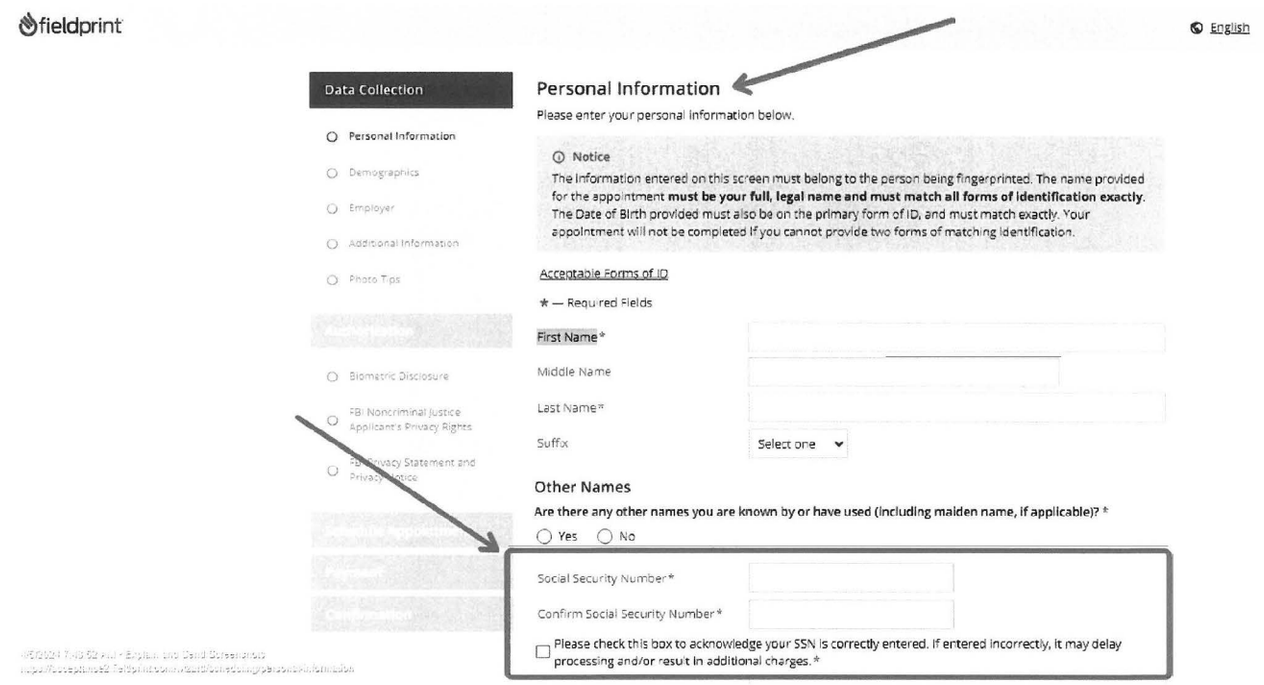
7. Log in with your Username and Password.

8. Type in the answer to your pre-selected security question and click "**Continue**".

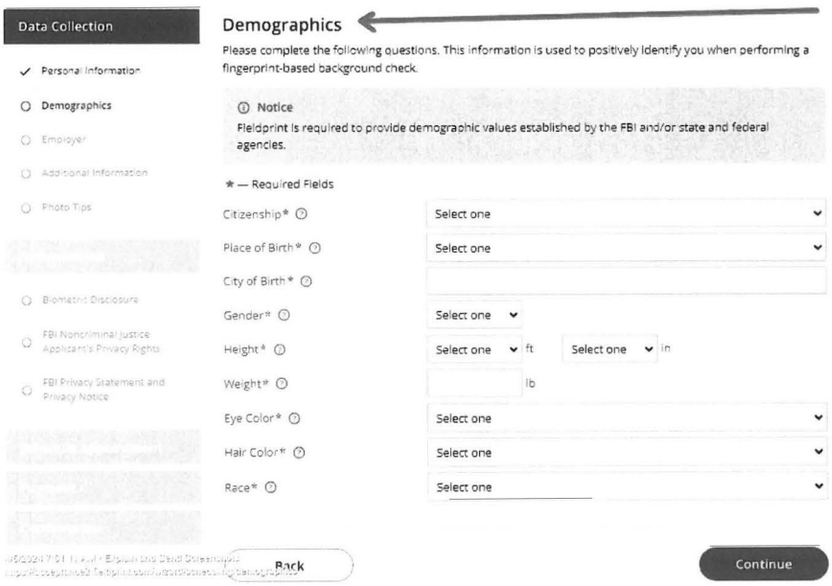
9. Enter this Fieldprint code: FPPBCVENFACNDP select "**Continue**".

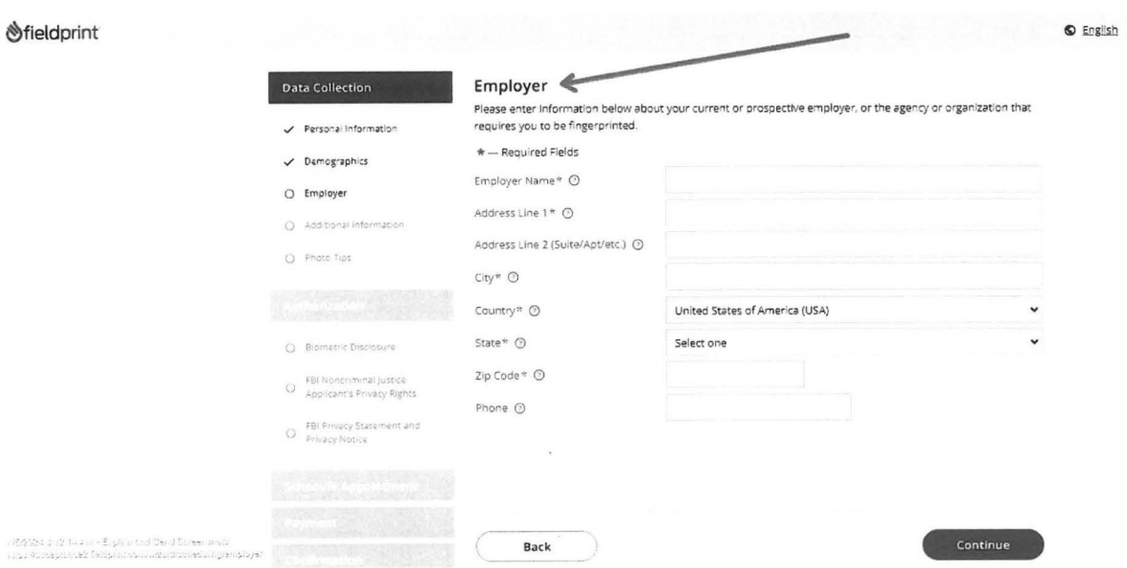


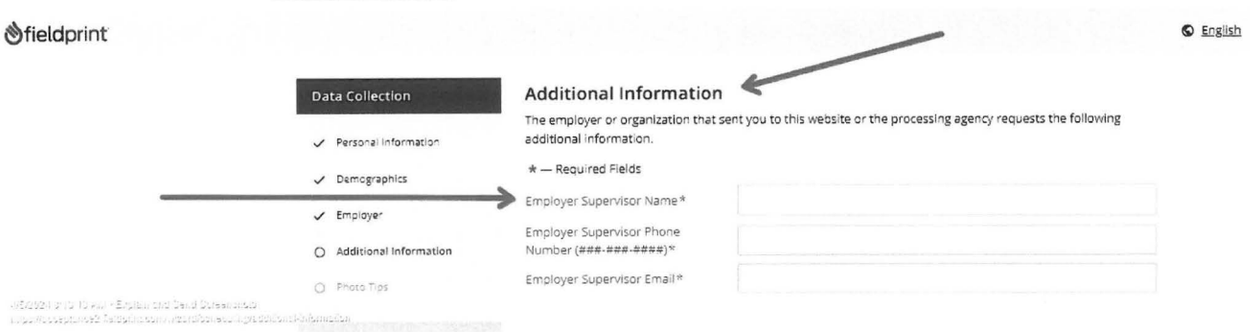
10. Complete the **Personal Information**. **<u>You must enter your social security number correctly</u>**. An incorrect social security number will result in your fingerprints needing to be redone and a second payment for an additional appointment.



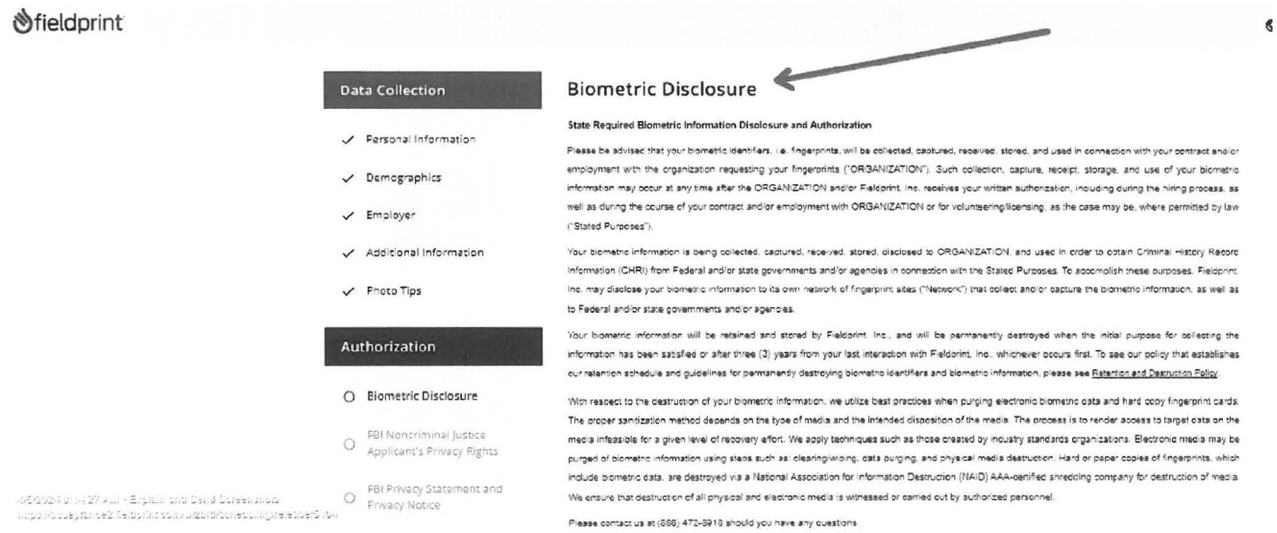
11. Proceed to completing your **Demographics**, **Employer**, and **Additional Information.**
Under "**Employer**" information enter the company you work for (which is not the School District).
Under "**Additional Information**," where it asks for supervisor information, provide the contact information for your company supervisor, not the School District point of contact.



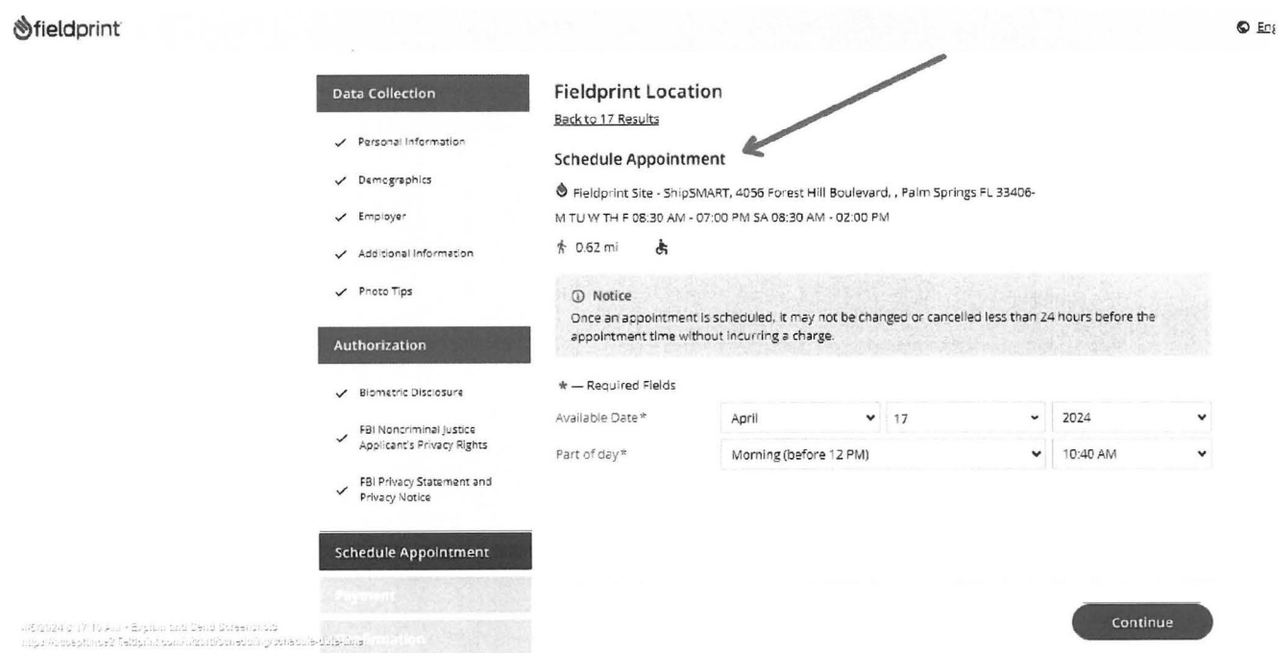




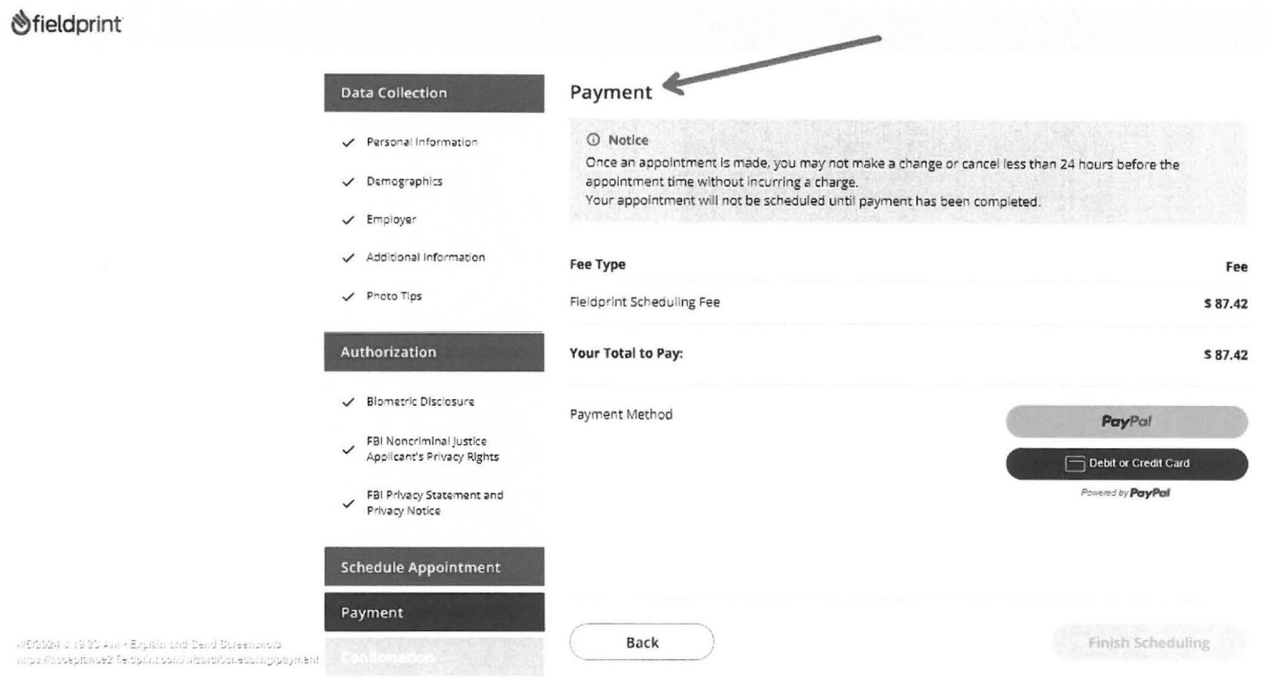
12. Acknowledge the three authorizations which include the **Biometric Disclosure** and privacy rights.



13. When scheduling your appointment, choose a **Fieldprint Location**, date and time, then click **"Continue"**.



14. Enter your **Payment** information and choose **"Finish Scheduling"**.



15. Make note of your confirmation details. This information should also be provided to you in your email.

