

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE
CITY OF MIAMI BEACH
DJ 205-18-18**

I. INTRODUCTION

1. This Agreement is between the United States and the City of Miami Beach (the City) under Title I of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12111–12117, and the implementing regulation, 29 C.F.R. Part 1630.

2. Title I of the ADA prohibits employers from engaging in discrimination on the basis of disability. Among other things, Title I of the ADA prohibits an employer from conducting medical examinations or making disability-related inquiries before making a conditional offer of employment to an applicant. 42 U.S.C. § 12112(d)(1)–(3); 29 C.F.R. §§ 1630.13(a), 1630.14(b).

3. Title I requires that a conditional offer of employment must be a “real” job offer. An offer is real if the employer has evaluated all relevant non-medical information which it reasonably could have obtained and analyzed before giving the offer.

4. When medical considerations are isolated at the end of the application process, applicants may keep their personal medical information, including information about disability, private until the last stage of the hiring. They may thereby avoid employer misconceptions that could bias the selection process early on. And when medical considerations are isolated, applicants know when an employer revokes an offer based on medical information and may challenge the decision if they believe it was based on unlawful disability discrimination.

5. The United States commenced an investigation of the City based on information about its police hiring practices indicating that the City's background investigations required medical and psychological examinations of police officer candidates before the City extended real offers of employment.

6. The United States did not receive a complaint, or a referral of a charge from the U.S. Equal Opportunity Employment Commission, from any individual alleging that the City discriminated against them on the basis of disability because it revoked a conditional job offer.

7. The United States confirmed that the City conditioned police officer job offers not only on successful completion of a medical and psychological examination, but also on other components of the background investigation, such as a neighborhood check, home interview, reference checks, employment checks, a civil/criminal history review, a physical agility test, and a lengthy Personal History Questionnaire that sought information about educational history, employment history, military history, financial history, criminal and civil history, and social media posts.

8. Because of these practices, police applicants could not determine whether the City revoked job offers because of the results of the medical and psychological examinations or because of the physical agility test results or information reviewed during background investigations.

9. The City fully cooperated with the United States' investigation, including by providing requested documents and making changes to its police officer background investigation process standard operating procedures, and all relevant forms, checklists,

procedures, and documents to comply with the ADA.

10. The United States and the City agree that it is in their best interest, and the United States believes that it is in the public interest, to voluntarily enter into this Agreement, and agree as follows.

II. ACTIONS BY THE CITY

11. The City will continue to ensure that it does not conduct medical or psychological examinations, or make any disability-related inquiry of a job applicant, before making a real offer of employment to the job applicant. Specifically, prior to making a conditional offer of employment, the City will evaluate all relevant non-medical information which it reasonably can obtain and analyze.

12. The City will provide any police officer candidate whose conditional offer it withdraws with the reason their conditional offer was revoked, including any medical or disability-related reasons.

13. The City provided documentation showing that it provided training to all human resource staff, police background investigators, and other employees and contractors who participate in police hiring or personnel decisions on its revised background procedures and Title I of the ADA. This training will be provided to new human resource staff, police background investigators, and other employees and contractors who participate in police hiring or personnel decisions (whether by hire or promotion) within 30 days after the start of their employment with the City or promotion.

14. In addition, the City committed to hosting a training, in 2024, for representatives from Florida's municipal and county law enforcement agencies. That

training will include: 1) an overview of Title I of the ADA conducted by a trainer knowledgeable about Title I of the ADA and approved by the United States, and 2) a discussion by representatives of the City about the City's police hiring procedures and background process. The City plans to share practical solutions with other agencies for ensuring that conditional job offers are to be made only after the agency has evaluated all relevant non-medical information which it reasonably could have obtained and analyzed before making the offer. The training will be live and available by video conferencing.

15. This Agreement is not intended to remedy any other violations or potential violations of the ADA or any other federal or state law other than the issues discussed in this Agreement.

16. This Agreement does not affect the City's continuing responsibility to comply with all aspects of the ADA.

17. This Agreement contains the entire agreement between the United States and the City on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by any party or agent of any party, that is not contained in this Agreement will be enforceable.

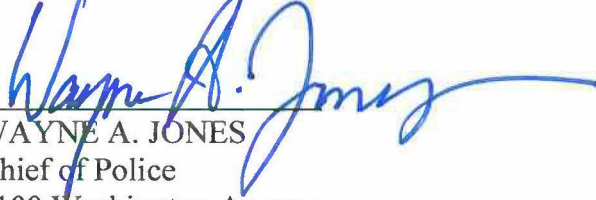
18. The effective date of this Agreement is the date of the last signature below.

19. The duration of this Agreement will be one year from the effective date.

20. This Agreement will be binding on the City, its agents, and employees.

21. The signatories represent that they have the authority to bind the United States and the City to the terms of this Agreement.

FOR THE CITY OF MIAMI BEACH:



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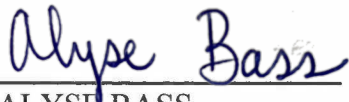
Date: 12/27/23

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Date: January 3, 2024