

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

MEETING DATE: January 4, 2022 Consent Regular
 Ordinance Public Hearing

Department: Equal Opportunity
 Submitted By: Equal Opportunity

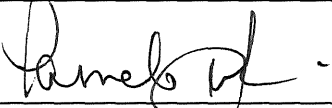
I. EXECUTIVE BRIEF

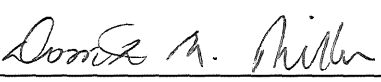
Motion and Title: Staff recommends motion to receive and file: the FY 2022 Extension of Worksharing Agreement with the EEOC.

Summary: The Worksharing Agreement is designed to provide individuals with an efficient procedure for obtaining redress for their grievances under Palm Beach County's Equal Employment Ordinance and Federal laws. The Worksharing Agreement is a prerequisite to the receipt of a Charge Resolution Contract with the EEOC. On November 26, 1996, the Board of County Commissioners approved staff's recommendation that future Worksharing Agreements be executed by the County Administrator, or designee, because of the recurring time constraints involved in this process. Pursuant to Countywide PPM-CW-O-051, the attached document is now being submitted to the BCC to receive and file. **No County funds are required.** Countywide (DO)

Background and Policy Issues: On August 15, 1995, the BCC enacted an ordinance prohibiting discrimination in employment, granting OEO investigative and enforcement authority, and authorizing OEO to become a referral agency for the Federal Government. In each subsequent fiscal year, the BCC has approved Charge Resolution Contracts between the OEO and EEOC. Execution of this contract is necessary for OEO to receive payment for the processing and investigation of employment discrimination complaints that are filed under Federal Employment Discrimination statutes and Palm Beach County's Equal Employment Ordinance and payment for a joint outreach/training activity between OEO and EEOC. The Worksharing Agreement is a prerequisite to the receipt of a contract with EEOC.

- Attachments:**
 1. FY 2022 Extension of Worksharing Agreement
 2. FY 2021 Worksharing Agreement

Recommended by:  1 December 2021
 Department Director **Date**

Approved by:  12/30/2021
 Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT**	-0-	-0-	-0-	-0-	-0-
 # ADDITIONAL FTE					
POSITIONS (Cumulative)	__0__	__0__	__0__	__0__	__0__

Is Item Included in Current Budget? Yes X No _____

Does this Item include the use of federal funds? Yes _____ No X

Budget Account No.: Fund ___ Department ___ Unit ___ Object ___
RSRC _____

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

**This item has no additional fiscal impact.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

Len Mat 12/2/21

OFMB/FA 12-1-21
AA 12/2/21

Dr. J. Jacobson 12/20/21

Contract Administration
12-16/21 TW

B. Legal Sufficiency:

[Signature]

Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.



INTEROFFICE MEMORANDUM

DATE: 17 November 2021

TO: Verdenia C. Baker, County Administrator

THRU: Nancy L. Bolton, Assistant County Administrator *NLB*

FROM: Pamela Guerrier, Director
Office of Equal Opportunity *Pamela*

RE: FY 2022 Extension of Worksharing Agreement with EEOC

Office of Equal Opportunity
 301 N. Olive Avenue, 10th Floor
 West Palm Beach, FL 33401
 (561) 355-4884
 Fax: (561) 355-4932
 www.pbcgov.com/equalopportunity

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
 Robert S. Weinroth, Vice Mayor

Maria G. Marino
 Gregg K. Weiss
 Maria Sachs
 Melissa McKinlay
 Mack Bernard

County Administrator

Verdenia C. Baker

Forwarded for approval and signature is the FY 2022 Extension of Worksharing Agreement between the U. S. Equal Employment Opportunity Commission (EEOC) and the Office of Equal Opportunity. On November 26, 1996, the Board of County Commissioners approved staff's recommendation that future Worksharing Agreements be executed by the County Administrator, or her designee, because of the recurring time constraints involved in this process.

The emergency signature process is being utilized because there is insufficient time to submit the agreement through the regular agenda process. EEOC is requesting return of the executed agreement as soon as possible. The Worksharing Agreement is a prerequisite to the receipt of a Charge Resolution Contract. Staff will submit this item at the next BCC meeting as a receive and file item to allow the Clerk and Comptroller's Office to receive and file the item in accordance with PPM CW-O-051.

If there are any questions concerning this matter, or if additional information is needed, please contact me at 355-2558.

Approved by:
Pamela Guerrier
 Pamela Guerrier
 Department Director

Aaron Pierce
 Aaron Pierce
 OFMB

David R. Ottey
 David R. Ottey
 Assistant County Attorney


Nancy L. Bolton
 Nancy L. Bolton
 Assistant County Administrator

Attachments:
 FY 2022 Extension of Worksharing Agreement
 FY 2020 EEOC / FEPA Worksharing Agreement

"An Equal Opportunity
 Affirmative Action Employer"

FY 2022 EXTENSION OF WORKSHARING AGREEMENT

Inasmuch as there have been no substantive changes in the processes, procedures, statutes, policies or regulations that would adversely affect or substantially alter the work sharing arrangement between the Miami District Office and the Palm Beach County Office of Equal Opportunity, or that would affect the processing of charges filed under the pertinent Federal, state or local statutes, the parties agree to extend the current work sharing agreement that was executed on October 22, 2020 through the FY 2022 Charge Resolution Contract Option Period, from October 1, 2021 through September 30, 2022. The agencies agree to work together in furtherance of the provisions of EEOC's current Strategic Plan when assessing the allocation of charges under this agreement and to cooperate in compliance and enforcement efforts as well as training, outreach and technical assistance efforts encompassed by the Plan. This agreement, as well as the attendant Worksharing Agreement may be reopened and amended by mutual consent of the parties.



Verdenia C. Baker, County Administrator
Palm Beach County
FEPA: Palm Beach County Office of Equal Opportunity

11/23/21

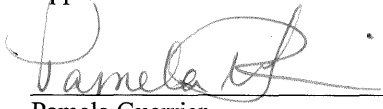
Date



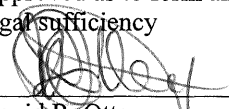
Paul Valenti, District Director
U.S. Equal Employment Opportunity Commission
Miami District Office

November 16, 2021

Date

Approved as to terms and conditions


Pamela Guerrier
Director, Office of Equal Opportunity

Approved as to form and
legal sufficiency


David R. Ottey
Chief Assistant County Attorney

WORKSHARING AGREEMENT

BETWEEN

Palm Beach County Office of Equal Opportunity
(Full Name of FEPA)

and

THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Miami District Office
(Name of EEOC District Office)

FOR FISCAL YEAR 2021

I. INTRODUCTION

- A. The Palm Beach County Office of Equal Opportunity, hereinafter referred to as the FEPA, has jurisdiction over allegations of employment discrimination filed against employers of 15 or more employees occurring within Palm Beach County based on age, race sex, color, religion, national origin, marital status, familial status, sexual orientation, disability, gender identity or expression and genetic information pursuant to Palm Beach County Ordinance 95-31, as amended.

The U.S. Equal Employment Opportunity Commission, hereinafter referred to as the EEOC, has jurisdiction over allegations of employment discrimination occurring throughout the United States where such charges are based on race, color, religion, sex, or national origin, all pursuant to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000(e)) (hereinafter referred to as Title VII). The EEOC has jurisdiction to investigate and determine charges of discrimination based on age (40 or older) under the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621 et. seq.) (ADEA), for unequal wages based on sex under the Equal Pay Act of 1963, as amended (29 U.S.C. § 206) (EPA), and over allegations of employment discrimination based on disability pursuant to Title I of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101) (ADA), and over the use or acquisition of genetic information as the basis for employment decisions pursuant to Title II of the Genetic Information Nondiscrimination Act of 2008.

- B. In recognition of, and to the extent of the common jurisdiction and goals of the two (2) Agencies, and in consideration of the mutual promises and covenants contained herein, the FEPA and the EEOC hereby agree to the terms of this Worksharing Agreement, which is designed

to provide individuals with an efficient procedure for obtaining redress for their grievances under appropriate Palm Beach County's Equal Employment Ordinance and Federal laws.

II. FILING OF CHARGES OF DISCRIMINATION

- A. In order to facilitate the assertion of employment rights, the EEOC and the FEPA each designate the other as its agent for the purpose of receiving and drafting charges, including those that are not jurisdictional with the agency that initially receives the charges. The EEOC's receipt of charges on the FEPA's behalf will automatically initiate the proceedings of both the EEOC and the FEPA for the purposes of Section 706 (c) and (e) (1) of Title VII. This delegation of authority to receive charges does not include the right of one Agency to determine the jurisdiction of the other Agency over a charge. Charges can be transferred from one agency to another in accordance with the terms of this agreement or by other mutual agreement.
- B. The FEPA shall take all charges alleging a violation of Title VII, the ADEA, the EPA, GINA or the ADA where both the FEPA and the EEOC have mutual jurisdiction, or where the EEOC only has jurisdiction, so long as the allegations meet the minimum requirements of those Acts, and for charges specified in Section III. A. 1. below, refer them to the EEOC for initial processing.
- C. Each Agency will inform individuals of their rights to file charges directly with the other Agency and or assist any person alleging employment discrimination to draft a charge in a manner that will satisfy the requirements of both agencies to the extent of their common jurisdiction.

Normally, once an agency begins an investigation, it resolves the charge. Charges may be transferred between the EEOC and the FEPA within the framework of a mutually agreeable system. Each agency will advise Charging Parties that charges will be resolved by the agency taking the charge except when the agency taking the charge lacks jurisdiction or when the charge is to be transferred in accordance with Section III (DIVISION OF INITIAL CHARGE-PROCESSING RESPONSIBILITIES).

- D. For charges that are to be dual-filed, each Agency will use EEOC Charge Form 5 (or alternatively, an employment discrimination charge form which within statutory limitations, is acceptable in form and content to the EEOC and the FEPA) to draft charges. When a charge is taken based on disability, the nature of the disability shall not be disclosed on the face of the charge.
- E. Within ten calendar days of receipt, each Agency agrees that it will notify both the Charging Party and the Respondent of the dual-filed nature of each such charge it receives for initial processing and explain the rights and responsibilities of the parties under the applicable Federal, State, or Local statutes.

III. DIVISION OF INITIAL CHARGE-PROCESSING RESPONSIBILITIES

In recognition of the statutory authority granted to the FEPA by Section 706(c) and 706(d) of Title VII as amended; and by Title I of the Americans with Disabilities Act, and the transmittal of charges of age discrimination pursuant to the Age Discrimination in Employment Act of 1967, the primary responsibility for resolving charges between the FEPA and the EEOC will be divided as follows:

A. The EEOC and the FEPA will process all Title VII, ADA, GINA, and ADEA charges that they originally receive.

1. For charges originally received by the EEOC and/or to be initially processed by the EEOC, the FEPA waives its right of exclusive jurisdiction to initially process such charges for a period of 60 days for the purpose of allowing the EEOC to proceed immediately with the processing of such charges before the 61st day.

In addition, the EEOC will initially process the following charges:

-- All Title VII, ADA, and concurrent Title VII/ADA charges jurisdictional with the FEPA and received by the FEPA 240 days or more after the date of violation;

-- All disability-based charges that may not be resolved by the FEPA in a manner consistent with the ADA.

-- All concurrent Title VII/EPA charges;

-- All charges against the FEPA or its parent organization where such parent organization exercises direct or indirect control over the charge decision-making process;

-- All charges filed by EEOC Commissioners;

-- Charges also covered by the Immigration Reform and Control Act;

-- Complaints referred to the EEOC by the U.S. Department of Justice, Office of Federal Contract Compliance Programs, or Federal fund-granting agencies under 29 CFR § 1640, 1641, and 1691.

-- Any charge where the EEOC is a party to a Conciliation Agreement or a Consent Decree that, upon mutual consultation and agreement, is relevant to the disposition of the charge. The EEOC will notify the FEPA of all Conciliation Agreements and Consent Decrees that have features relevant to the disposition of subsequent charges;

-- Any charge alleging retaliation for filing a charge with the EEOC or for cooperating with the EEOC; and

-- All charges against Respondents that are designated for initial processing by the EEOC in a supplementary memorandum to this Agreement.

2. The FEPA will initially process the following types of charges:

-- Any charge alleging retaliation for filing a charge with the FEPA or cooperating with the FEPA;

-- Any charge where the FEPA is a party to a Conciliation Agreement or a Consent Decree that, upon mutual consultation and agreement, is relevant to the disposition of the charge. The FEPA will provide the EEOC with an on-going list of all Conciliation Agreements and Consent Decrees that have features relevant to the disposition of subsequent charges;

-- All charges that allege more than one basis of discrimination where at least one basis is not covered by the laws administered by the EEOC but is covered by the FEPA Ordinance, or where the EEOC is mandated by federal court decision or by internal administrative EEOC policy to dismiss the charge, but the FEPA can process that charge.

-- All charges against Respondents that are designated for initial processing by the FEPA in a supplementary memorandum to this Agreement; and

-- All disability-based charges against Respondents over which the EEOC does not have jurisdiction.

B. Notwithstanding any other provision of the Agreement, the FEPA or the EEOC may request to be granted the right to initially process any charge subject to agreement of the other agency. Such variations shall not be inconsistent with the objectives of this Worksharing Agreement or the Contracting Principles.

C. Each Agency will on a quarterly basis notify the other of all cases in litigation and will notify each other when a new suit is filed. As charges are received by one Agency against a Respondent on the other Agency's litigation list a copy of the new charge will be sent to the other Agency's litigation unit within ___ working days.

IV. EXCHANGE OF INFORMATION

A. Both the FEPA and the EEOC shall make available for inspection and copying to appropriate officials from the other Agency any information that may assist each Agency in carrying out its responsibilities. Such information shall include, but not necessarily be limited to,

investigative files, conciliation agreements, staffing information, case management printouts, charge processing documentation, and any other material and data as may be related to the processing of dual-filed charges or administration of the contract. The Agency accepting information agrees to comply with any confidentiality requirements imposed on the agency providing the information. With respect to all information obtained from the EEOC, the FEPA agrees to observe the confidentiality provisions of Title VII, the ADEA, the ADA and GINA.

- B. In order to expedite the resolution of charges or facilitate the working of this Agreement, either Agency may request or permit personnel of the other Agency to accompany or to observe its personnel when processing a charge.

V. RESOLUTION OF CHARGES

- A. Both agencies will adhere to the procedures set out in the EEOC's State and Local Handbook, including current revisions thereto.
- B. For the purpose of according substantial weight to the FEPA final finding and order, the FEPA must submit to the EEOC copies of all documents pertinent to conducting a substantial weight review; the evaluation will be designed to determine whether the following items have been addressed in a manner sufficient to satisfy EEOC requirements; including, but not limited to:
 - 1. jurisdictional requirements,
 - 2. investigation and resolution of all relevant issues alleging personal harm with appropriate documentation and using proper theory,
 - 3. relief, if appropriate,
 - 4. mechanisms for monitoring and enforcing compliance with all terms of conciliation agreements, orders after public hearing or consent orders to which the FEPA is a party.
- C. In order to be eligible for contract credit and/or payment, submissions must meet all the substantive and administrative requirements as stipulated in the Contracting Principles.
- D. For the purposes of determining eligibility for contract payment, a final action is defined as the point after which the charging party has no administrative recourse, appeal, or other avenue of redress available under applicable State and Local statutes.

VI. IMPLEMENTATION OF THE WORKSHARING AGREEMENT

- A. Each agency will designate a person as liaison official for the other agency to contact concerning the day-to-day implementation for the

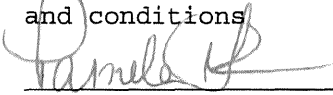
Agreement. The liaison for the FEPA will be the Director. The liaison official for the EEOC will be State and Local Coordinator.

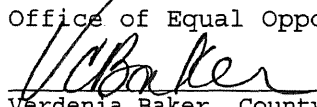
- B. The agencies will monitor the allocation of charge-processing responsibilities as set forth in the Agreement. Where it appears that the overall projection appears inappropriate, the appropriate portions of this Agreement will be modified to ensure full utilization of the investigation and resolution capacities of the FEPA and rapid redress for allegations of unlawful employment discrimination.
- C. The agencies agree to work together in furtherance of the EEOC's current Strategic Plan when assessing the allocation of charges under this agreement and to cooperate in compliance and enforcement efforts as well as training, outreach and technical assistance efforts encompassed by the Plan.
- D. The EEOC will provide original forms to be copied by the FEPA, in accordance with the Regulations and the Compliance Manual to be used by the FEPAs in correspondence with Charging Parties and Respondents.
- E. If a dispute regarding the implementation or application of this agreement cannot be resolved by the FEPA and District Office Director, the issues will be reduced to writing by both parties and forwarded to the Director of the Office of Field Programs for resolution.
- F. This Agreement shall operate from the first day of October 2020 to the thirtieth day of September 2021 and may be renewed or modified by mutual consent of the parties.

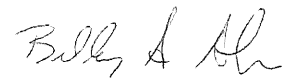
I have read the foregoing Worksharing Agreement and I accept and agree to the provisions contained therein.

FEPA Name: Palm Beach County Office of Equal Opportunity

Approved as to terms
and conditions

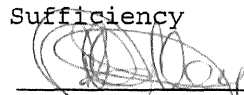

Pamela Guerrier, Director
FEPA: Palm Beach County
Office of Equal Opportunity

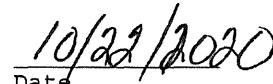

Verdenia Baker, County Administrator
Palm Beach County, Florida


Bradley Anderson, Acting District Director
U.S. Equal Employment Opportunity Commission
Miami District Office

Digitally signed by Bradley A. Anderson
DN: cn=Bradley A. Anderson,
o=Birmingham District Office, ou=EEOC,
email=bradley.anderson@eoc.gov, c=US
Date: 2020.10.22 13:44:16 -05'00'

Approved as to form and Legal
Sufficiency


County Attorney Office


Date

10/22/2020
Date