

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

MEETING DATE: 3/5/2024	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Equal Opportunity

Submitted By: Equal Opportunity

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:




- A) **Approve** Award/Contract No. 45310024C0083 with the U. S. Equal Employment Opportunity Commission (EEOC) in the total amount of \$49,375 as payment for processing and resolving employment discrimination complaints; and
- B) **Approve** an upward Budget Amendment of \$7,375 in the General Fund to adjust the budget to the actual contract amount.

Summary: Execution of the document is required so that the Office of Equal Opportunity (OEO) can receive payment for processing and resolving employment discrimination complaints pursuant to the Worksharing Agreement with the EEOC. Contract No. 45310024C0083 is for FY 2024 and is for \$49,375 (\$41,500 for charge processing, \$4,375 for intake services and \$3,500 for a joint EEOC/FEPA enforcement, outreach, or training activity). **No County funds are required.** Countywide (DO)

Background and Justification: 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 processing and resolving employment discrimination complaints filed under Federal Employment Discrimination statutes and Palm Beach County's Equal Employment Ordinance.

Contract No. 45310024C0083, is retroactive to October 1, 2023. EEOC distributed the FY 2024 contract (Contract No. 45310024C0083) to OEO via email dated January 25, 2024.

- Attachments:**
- 1. EEOC Award/Contract (45310024C0083)
 - 2. Budget Amendment
 - 3. FY 2024 Worksharing Agreement (R2023-1729)

Recommended by: 	Feb 2, 2024
<small>Pamela Guerrier (Feb 2, 2024 14:36 EST)</small>	
Department Director	Date
Approved by: 	
Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	49,375	_____	_____	_____	_____
External Revenues	(49,375)	_____	_____	_____	_____
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 No _____

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

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

Budget Account No.: Revenue Fund 0001 Department 400 Unit 4160 RSRC 4900
 Expenditure Fund 0001 Department 400 Unit 4160 Object 3401

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

No Ad Valorem dollars are involved in this item. These funds are to be paid to the County by the United States Equal Employment Opportunity Commission.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

AFB/AL 2/5/24
 OFMB JA 2/5
ESW 2-5-24

Brenda Mackle 2/8/24
 Contract Administration

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

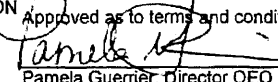
AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 17
2. CONTRACT (Proc. Inst. Ident.) NO. 45310024C0083		3. EFFECTIVE DATE 10/01/2023		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington, DC, 20507		CODE 453100	6. ADMINISTERED BY (If other than Item 5) EEOC Miami District Office Miami Tower, 100 SE 2nd Street Fl 15 Miami, FL, 33131		CODE EE465
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF PALM BEACH DBA: BOARD OF COMMISSIONS 301 N OLIVE AVE WEST PALM BEACH, FL, 33401			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
			9. DISCOUNT FOR PROMPT PAYMENT Net Days - 30		
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM See Schedule
CODE XL2DNFMPCR44		FACILITY CODE			
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY EEC Payment, Interior Business Center Attn: EEOC Invoice Processing Team Denver, CO, 80235		CODE EECPAY
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				
15G. TOTAL AMOUNT OF CONTRACT					\$ 49,375.00


(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM	2		I	CONTRACT CLAUSES	2
	B	SUPPLIES OR SERVICES AND PRICES/COSTS	See Page 2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	See Page 2
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	See Page 2
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	See Page 2
	G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD		
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or Print)		20A. NAME OF CONTRACTING OFFICER Adams, John D	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA John D. Adams II Digitally signed by John D. Adams II BY _____ (Signature of Contracting Officer) Date: 2024.09.25 06:30:51	
19C. DATE SIGNED		20C. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is usable

Approved as to terms and conditions

 Pamela Guernier, Director OEO

Approved as to form and legal sufficiency

 Contracting Officer

-05 00
STANDARD FORM 26 (REV. 4/2008)
 Prescribed by GSA - FAR (48 CFR) 53.214(a)

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Listing of Incorporated Purchase Requisitions

Incorporated Purchase Requisition Numbers:

Section B - Supplies or Services and Prices/Costs

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		BASE YEAR – TITLE VII, ADEA, ADA, PWFA AND GINA CHARGE RESOLUTIONS	50	EA
Contract Type: Firm Fixed Price				
			Unit Price	\$830.00
			Extended Price	\$41,500.00
Description: Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since October 1, 2018, (or since October 1, 2017, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation). Period of Performance: 10/01/2023 – 09/30/2024.				
Purchase Requisitions				
			ACRN	
			Funded Amount	\$0.00

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0002		BASE YEAR – TITLE VII, ADEA, ADA, PWFA AND GINA INTAKE SERVICES	35	EA
Contract Type: Firm Fixed Price				
			Unit Price	\$125.00
			Extended Price	\$4,375.00
Description: Provide Intake Services for charges, with affidavits/interview notes, filed during the period October 1, 2023 to September 30, 2024. Period of Performance: 10/01/2023 – 09/30/2024				
Purchase Requisitions				
			ACRN	
			Funded Amount	\$0.00

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0003		BASE YEAR – FY 2024 FEPA JOINT INNOVATION PROJECT	1	LT
Contract Type: Firm Fixed Price				
			Unit Price	\$3,500.00
			Extended Price	\$3,500.00
Description: Submission of an acceptable written proposal detailing a joint EEOC/FEPA enforcement, outreach, or training activity. Period of Performance: 10/01/2023 – 09/30/2024.				
Purchase Requisitions				
			ACRN	
			Funded Amount	\$0.00

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	
0004		OPTION YEAR 1 - TITLE VII, ADEA, ADA, PWFA AND GINA CHARGE RESOLUTIONS	
Description: Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since October 1, 2020, (or since October 1, 2019, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation). Period of Performance: 10/01/2024 – 09/30/2025.			
Purchase Requisitions			

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	
0005		OPTION YEAR 1 - TITLE VII, ADEA, ADA, PWFA AND GINA INTAKE SERVICES	
Description: Provide Intake Services for charges, with affidavits/interview notes, filed during the period October 1, 2024 to September 30, 2025. Period of Performance: 10/01/2024 – 09/30/2025			
Purchase Requisitions			

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	
0006		OPTION YEAR 1 – FY 2025 EEOC/FEPA TRAINING	
Description: Training to facilitate successful completion of contract, including EEOC - Sponsored Annual Training. Period of Performance: 10/01/2024 – 09/30/2025.			

Purchase Requisitions		

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services
0007		OPTION YEAR 2 - TITLE VII, ADEA, ADA, PWFA AND GINA CHARGE RESOLUTIONS
Description: Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since October 1, 2020, (or since October 1, 2019, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation). Period of Performance: 10/01/2025 – 09/30/2026.		
Purchase Requisitions		

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services
0008		OPTION YEAR 2 - TITLE VII, ADEA, ADA, PWFA AND GINA INTAKE SERVICES
Description: Provide Intake Services for charges, with affidavits/interview notes, filed during the period October 1, 2025 to September 30, 2026. Period of Performance: 10/01/2025 – 09/30/2026		
Purchase Requisitions		

IDC Type: Not Applicable

Clauses incorporated by reference

None

Clauses incorporated by full text

None

Section C - Description/Specifications/Work Statement

C.1 Background

- A. The Equal Employment Opportunity Commission (EEOC) is authorized by statute to use the services of State and Local Fair Employment Practices Agencies (FEPAs) to assist it in meeting its statutory mandate to enforce Title VII of the Civil Rights Act of 1964, as amended (Title VII); the Age Discrimination in Employment Act (ADEA) of 1967, as amended; the Americans with Disabilities Act (ADA) of 1990, as amended; the Genetic Information Nondiscrimination Act (GINA) of 2008; and the Pregnant Workers Fairness Act (PWFA). The EEOC also recognizes the need to ensure the employment rights of individuals granted by Federal, State, and Local anti-discrimination laws.
- B. The EEOC has entered into a partnership with the FEPA, herein referred to as the Contractor, for continuous development and enhancement of this system.

C.2 Scope of Work

- A. The Contractor agrees to work with the EEOC in the maintenance and enhancement of a national, integrated employment discrimination law enforcement and charge resolution system by accomplishing various objectives that include, but are not limited to, the following:
 - 1. Implementation by the Contractor of procedures that provide for professional intake of all charges the FEPA initially receives, prompt notification to respondents, rebuttal opportunity for charging parties, determinations supported by evidence, resolutions with remedies and resolution of charges on a current basis.
 - 2. The training of Contractor personnel in charge processing procedures compatible with those of the EEOC, on an as needed basis.
 - 3. Use by the Contractor of an employment discrimination charge form that, within statutory limitations, is acceptable to the EEOC and the Contractor.
 - 4. Use by the Contractor of processing terminology (such as common language pertaining to types of resolutions) that is the same as or comparable to that used by the EEOC.
 - 5. The development and maintenance of a system to ensure that the EEOC and the Contractor maintain comparable procedural and substantive standards.
 - 6. The identification by the Contractor and the EEOC of legislative changes that may be appropriate for the establishment of integrated and efficient charge processing systems.
 - 7. Use of an effective case management system that:
 - a. enhances quality and efficiency in the Contractor's charge resolution systems;
 - b. establishes annual charge resolution objectives and provides mechanisms for fixing accountability and measuring progress toward those objectives;
 - c. develops procedures and processes designed to reduce inventories of dual- filed charges that will ensure maintenance of a charge inventory of less than 365 days; and
 - d. ensures that quality standards are met and are comparable to or commensurate with the EEOC's policies and statutory responsibilities.
- B. When an agreement on the above requirements is reached between the Contractor and the EEOC, they must be included as part of the executed Worksharing Agreement. Upon execution, the Worksharing Agreement dated 10/12/2023, is incorporated by reference into this contract.
- C. The Contractor and EEOC, as a condition to the maintenance of this contract, shall approve the Worksharing Agreement. Once the Contractor or the EEOC has been designated to process the dual-filed charge, the designated party will process the charge. The other party shall refrain from processing the dual-filed charge pending completion by the initial processor to preclude duplication of effort.
- D. The Contractor shall:
 - 1. implement in partnership with the EEOC, a system that permits each party to perform various functions on behalf of the other, for example, accepting charges for each other, within the statutory limitations; and
 - 2. commit itself to maintenance of effort. Should the Contractor or the governmental body that provides its funds (a) reduce the Contractor's resources in anticipation of or as a result of the EEOC contract funds, or (b) place restrictions on the use of its funds, or (c) revise the Contractor's operating procedures or regulations that impact its ability to perform under its

contract, the EEOC may consider it to be a material breach of this contract and may, among other things, reduce its funding of this contract or require the return of all or a portion of the funds provided by the EEOC under this contract.

- E. It is understood and expressly agreed to by both parties to this contract that all provisions of the EEOC's current Contracting Principles are incorporated in their entirety into this contract.

C.3 **Statement of Work**

Processing of Charges - Title VII, PWFA, ADA, GINA and ADEA Charges, as applicable:

- A. The Contractor shall submit dual-filed charges to the EEOC for contract credit including, but not limited to, no cause findings, successful settlements, successful conciliations, administrative resolutions, and final orders issued following and pursuant to administrative hearings. The EEOC shall not award any contract credit for resolutions by the Contractor based on no jurisdiction (except in cases where an investigation is actually required to determine jurisdiction) or resolutions based on the charging party's failure to establish a bona fide charge.

- B. All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2023 and September 30, 2024** as follows:

1. All charges will be evaluated and determinations made in accordance with the theories of discrimination in employment as developed under Title VII, PWFA, ADA, GINA, and ADEA, or other comparable local standards, as applicable.
2. Investigation and resolution of individual charges pursuant to this contract shall be conducted in a manner designed to effectuate relief for the charging party and shall be carried out as expeditiously as possible.
3. All final actions and intake services for which payment is requested under this contract will be processed and awarded contract credit in compliance with the State, Local, and Tribal Handbook and the Worksharing Agreement.
4. Contract credit submissions will include final dispositions of dual-filed charges (i.e., final actions). When administrative appeal rights exist, the final disposition of a charge occurs only after the time for appeal has expired or the appeal has been processed to completion. In cases where the administrative appeal has been processed, the date of the notice of the final result of the appeal is the operative date. This applies in all cases where an administrative appeal is provided, whether the case is administratively resolved, dismissed, decided, or when no cause is found. The fifteen-day period during which a Substantial Weight Review may be requested and/or the period during which a Substantial Weight Review is conducted is not considered for the purposes of computing the operative date of the final disposition of a charge.
5. Contract credit submissions that are not final dispositions will include:
 - a. Dual-filed charges to be litigated by the Contractor where the EEOC receives copies of the complaints bearing confirmation of the filing dates with the Court, or other appropriate official confirmation of the filing dates of the complaints;
 - b. Certain types of dual-filed charges that must be transferred to the EEOC that are not final actions by the Contractor, as specified in the State, Local, and Tribal Handbook; and
 - c. Contract credit for intake services may be given when the EEOC accepts for processing a charge initially filed with but not jurisdictional for the Contractor. Contract credit for intake services may be granted when the Contractor has submitted all charge intake documentation (i.e., complete intake interview notes and/or affidavit, signed and dated charge of discrimination) and proof of charge service on the employer.
6. Dual-filed charge resolutions submitted for contract credit pursuant to this contract will be identified by the Contractor by timely and accurate data entries on the EEOC Agency Record Center (ARC) or any successor system, if applicable. Where the Contractor is not on the EEOC

ARC system, charge resolutions submitted for credit pursuant to this contract will be designated in at least a monthly status report from the Contractor to the COR.

7. All charges will be processed by the Contractor in accordance with the Contractor's applicable state or local laws.

8. Contract credit will not be allowed for any charge subject to a processing fee. If such a fee is imposed or implemented during the period of the contract, the contract may be terminated in accordance with Clause 52.249-4, Termination for Convenience of the Government (Services) (Short Form).
9. The Contractor will preserve all case files and records relevant to all dual-filed charges or actions until final disposition of such charges or actions by the Contractor and the EEOC and other federal authorities including federal courts.

Section D - Packaging and Marking

D.1 Charge/case file materials should be uploaded into the EEOC's Agency Record Center (ARC) and or EEOC Secure Share.

Section E - Inspection and Acceptance Terms

E.1 INSPECTION AND ACCEPTANCE

- A. Inspection and acceptance shall be made by the COR. Inspection and acceptance shall be made pursuant to the standards set forth in applicable section(s) of the State, Local, and Tribal Handbook.
- B. The COR will ensure that the Contractor maintains performance that is consistent with the criteria and requirements contained herein, as well as in the Handbook and Worksharing Agreement. The EEOC District Office will conduct an on-site evaluation of the investigative and administrative charge processing procedures of the Contractor, as needed. Accordingly, the Contractor is expected to comply with reasonable requests for providing and/or making available information concerning various aspects of their processes and procedures as they relate to or impact on the management and disposition of the dual-filed inventory.

Section F - Delivery or Performance

Line Item: 0001

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/23	9/30/24	EEC Location 131 M Street, NE Washington DC US 20507

Line Item: 0002

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/23	9/30/24	EEC Location 131 M Street, NE Washington DC US 20507

Line Item: 0003

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/23	9/30/24	EEC Location 131 M Street, NE Washington DC US 20507

F.1 PERIOD OF PERFORMANCE

- A. The period of performance under this contract shall be from **October 1, 2023** through **September 30, 2024**, with two, one-year options to extend the term of the contract. (See Section I, 52.217-9 "Option to Extend the Term of the Contract").
- B. The period of performance for Option Period I and Option Period II are as follows:
 - Option Period I – October 1, 2024 through September 30, 2025**
 - Option Period II – October 1, 2025 through September 30, 2026**

F.2 TIME OF DELIVERY/DELIVERABLES

- A. When the Contractor enters a charge in the EEOC computerized Agency Records Center (ARC) or any successor system, the following procedures will be used.
 - 1. Make accurate and timely charge data entries in ARC or successor system, and the Contractor is responsible for ensuring that all appropriate charge information is available for extraction by the collection manager in a timely manner. Dual-filed charge resolutions submitted for contract credit review will not be accepted for payment if it is determined that any required data entry has not been made by the FEPA. A determination not to award contract credit made may be reversed under the procedures set forth in Section III.B.4.a. of the current Contracting Principles.
 - 2. Enter basic charge data (including parties' email addresses if available) into ARC or successor system

within five (5) business days of the Contractor's receipt of each charge as set forth in Section III.B.4.a of the current Contracting Principles in order to be eligible to receive contract credit.

3. Upon EEOC request, FEPA will provide a list of final actions within an agreed upon time, but usually no later than 30 calendar days after the resolution of each charge.
 4. Enter all charge data for contract credit submissions by the end of each quarter.
- B. When the Contractor is not on ARC or any successor system, the following procedures shall be used. The Contractor will:
1. Submit monthly contract production reports to the COR for review. Upon award of the contract, the monthly reports must be received by the COR not later than the 5th business day of the month following each month.
 2. Furnish to the COR, separate written reports as may be expressly required.
 3. When requested by the COR, the Contractor will forward all charge file information, or a copy of such information, within five business days of the requests through a mutually agreed upon secured method. The COR may extend or reasonably alter the five-day time frame as deemed necessary and appropriate. Failure to timely submit reports and charge file information will result in the denial of contract credit for the affected resolutions.

C. Proposal for FY 2024 FEPA Joint Innovation Projects

The Contractor must have submitted to the Contracting Officer's Representative, within established time frames, a written proposal per provided guidance, detailing joint outreach, training or investigation activities with the EEOC District Office. The proposal shall: (1) include a clear project explanation and justification; (2) include timelines for project completion; (3) include the projected number of people to benefit. The proposal shall contain a certification that the FEPA is willing and able to perform the actions it proposes, and which the EEOC finds to be feasible and acceptable.

Section G - Contract Administration Data

Requesting Office Address	
EEOC Office of Field Programs - State and Local 131 M Street, N.E., 5th Floor Washington DC 20507	
Phone:	Fax:
Contact Details: Yao, James JAMES.YAO@EEOC.GOV	

COR Office Address	
EEOC Miami District Office Miami Tower, 100 SE 2nd Street Fl 15 Miami FL 33131	
Phone: 305-808-1763	Fax: 305-808-1855
Contact Details:	

Issuing Office Address	
EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington DC 20507	
Phone:	Fax: 202-663-4178
Contact Details: Adams, John D	

john.adams@eeoc.gov

Submit Invoices To Address

EEOC Invoice, IBC Email
Email: eeoc_vendor_payments_ibcdenver@ibc.doi.gov
Denver CO 80235
Phone: _____ Fax: _____
Contact Details:

Administration Office Address

EEOC Miami District Office
Miami Tower, 100 SE 2nd Street Fl 15
Miami FL 33131
Phone: 305-808-1763 Fax: 305-808-1855
Contact Details:

Remit To Office Address

EEOC Payment, Interior Business Center
Attn: EEOC Invoice Processing Team
7301 W. Mansfield Avenue
Mail Stop D 2770
Denver CO 80235
Phone: _____ Fax: _____
Contact Details:

Clauses incorporated by reference

None

Clauses incorporated by full text

G.1 CONTRACT ADMINISTRATION DATA

- A. Contracting Officer: See Block 20A of SF 26
- B. Inspection and Acceptance: See Section E of the Schedule
- C. Accounting and Appropriation Data: See Accounting Line, Accounting and Appropriations Data
- D. Contracting Officer's Representative: Frank Hernandez
EEOC State, Local and Tribal Program Manager
EEOC Miami District Office
Office Telephone: (786) 648-5824
Email: Frank.Hernandez@eeoc.gov
- E. Paying Office: See Block 12 of SF-26
- F. Program Contact:
James Yao, Deputy Director State,
Local and Tribal Programs Office of
Field Programs
131 M Street, N.E., Fifth Floor Washington,
DC 20507

Telephone: (202) 921-2886
Email: james.yao@eeoc.gov

G.2 CONTRACTING OFFICER

The Contracting Officer shall be the only individual authorized to modify any of the terms of the contract or redirect the efforts of the Contractor.

G.3 CONTRACTING OFFICER REPRESENTATIVE

The EEOC State, Local and Tribal Coordinator/Program Manager for the District Office will serve as the Contracting Officer's Representative (COR) during the performance of this contract. The name of the authorized COR will appear in Section G.1 Contract Administration Data. The COR shall monitor the contract and provide the Contractor with technical guidance. Technical guidance shall mean providing details or interpretation of the scope of work and the requirements set forth in the contract. It is intended that any details, interpretations or suggestions furnished shall not constitute any changes in terms and conditions of the contract. The COR has the responsibility for monitoring and evaluating all phases of the Contractor's performance in order to determine compliance with the technical requirements of the contract. The COR is responsible for providing oversight to the District Office District Resource Manager (DRM) for the preparation of the official receipt to record acceptance in EEOC's financial system. No payment may be made until a properly completed receipt is entered for the payment office.

G.4 INVOICING INSTRUCTIONS

- A. A copy of the original invoice shall be sent to the COR for review and approval prior to submitting the voucher to IBC.
- B. The original invoice required to make payment to the Contractor may be sent electronically by the COR or the Contractor to the following e-mail address:

eeoc_vendor_payments_IBCDenver@IBC.DOI.Gov

G.5 PAYMENT SCHEDULE

Upon contract execution, an advance payment invoice not to exceed fifty (50) percent of the **number of charge resolutions stated in the contract** may be submitted by the Contractor. Subsequent payments will be based on the Contractor's actual production of accepted charge resolutions. No payment will be made until the contract and subsequent modifications, if any, are returned, properly executed, to the Equal Employment Opportunity Commission, Acquisition Services Division, 131 M Street, N.E., 4th Floor, Washington, D.C. 20507.

G.6 CONTRACT ADJUSTMENTS FOR TRAINING

The EEOC may adjust the contract for training when the following conditions exist:

- A. If the Contractor has not invoiced and provided receipts for training within 10 business days of completing the training, the Contracting Officer may unilaterally deobligate funds allocated for the training.
- B. In the event the government determines before training is to be conducted that the amount of funds provided under the contract should be reduced or increased as a result of a revised estimation of the amount of funds needed to pay for training, the Contracting Officer may unilaterally modify the contract to provide funds for training in accordance with the government's revised estimate.

Section H - Special Contract Requirements

H.1 TITLE VII, ADA, GINA and PWFA CONFIDENTIALITY PROVISIONS

- A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA, GINA and the PWFA as those provisions are interpreted by the EEOC. The Contractor shall not make public the following information, if said information was obtained from the EEOC, unless required by court order:
1. The existence of a Title VII, ADA, GINA, and/or PWFA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA, GINA and/or PWFA lawsuit has been instituted based upon the charge.
 2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA, GINA and/or PWFA lawsuit involving that information has been instituted.
 3. Things said or done by the parties (i.e., charging parties and respondents, and the EEOC) during the settlement efforts or conciliation of a charge.
 4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e., the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

H.2 CONTRACT ADJUSTMENTS

- A. The COR will review production on a quarterly basis. The Contractor is expected to produce approximately 1/4 of the total charge resolutions required under the contract each quarter. If the annualized linear production of the Contractor's actual production at any time indicates that the Contractor is producing at a rate that would not meet the number of charge resolutions required under the contract, the government may unilaterally modify the contract price and the total number of charge resolutions (downward adjustments) to reflect the annualized charge production projection.
- B. The government has the unilateral option to increase the number of contracted charge resolutions and/or intake services (upward adjustments), based on the actual or projected production of charge resolutions and intake services.

H.3 RIGHTS IN DATA

The Government shall have access to all case files for dual-filed charges created and developed in the performance of this contract at all reasonable times when they are in the possession of the Contractor. The Contractor shall have access to such dual-filed case files at all reasonable times while they are in the possession of the EEOC. No case files, reports, studies, findings or other information collected or created in the performance of this contract shall be released by either the Contractor or the EEOC except as authorized in accordance with the Confidentiality Provisions set forth at paragraph H.1 and H.8.

H.4 INDEMNIFICATION

To the extent permitted by the law, the Contractor shall indemnify the Government, its officers, agents, employees and assignees, for all claims of any nature arising out of the performance of this contract, including costs and expenses resulting from such claims.

H.5 ACKNOWLEDGMENT OF GOVERNMENT

The Contractor agrees that in the communication or release of all information concerning work performed or work to be performed under this contract, such communication or release, written or oral, shall be jointly approved by the EEOC and the Contractor.

H.6 DIRECT AND INDIRECT COSTS

This is a fixed price contract. No additional funds will be added for direct or indirect costs incurred by the Contractor in the performance of services that exceed the unit price(s) indicated in the pricing schedule.

H.7 NOTICE OF ADVERSE COURT ACTION

The Contractor will provide written notification to the Program Contact of any adverse local, state, or federal court decision issued against the Contractor relevant to the Equal Opportunity clause in Section I of this contract. Such notice shall be provided within ten (10) business days of the court's decision.

H.8 PRIVACY ACT

This contract requires the collection, creation and maintenance of records that are subject to the Privacy Act of 1974. See the Privacy Act Notification Clause and the Privacy Act Clause incorporated into this contract in Section I. The records compiled, created and maintained pursuant to this contract are included in the EEOC's Privacy Act System EEOC-3, "Title VII, Americans with Disabilities Act, and Genetic Information Nondiscrimination Act Discrimination Case Files," or Privacy Act System EEOC-1, "Age and Equal Pay Discrimination Case Files." The contents and operation of these systems are

described in Federal Register Notice, "Privacy Act of 1974; Publication of Notices of Systems of Records and Proposed New Systems of Records", dated November 17, 2016, and included in Section J of this contract. The EEOC's Privacy Act regulations, at 29 CFR, Part 1611 are hereby incorporated by reference.

H.9 CHARGE DATA SYSTEM - DATABASE

The Contractor is expected to reconcile its database with the EEOC's database as necessary and appropriate. If significant discrepancies occur and cannot be eliminated through a routine reconciliation, the EEOC may request a hard inventory of the Contractor's charge inventory. Such hard inventory must be conducted in accordance with guidelines prescribed by the EEOC.

H.10 FEPA JOINT INNOVATION PROJECTS

To be eligible to invoice for the funding, in the amount of \$3,500, the Contractor must have submitted to the Contracting Officer's Representative, within established time frames, a written proposal per provided guidance, detailing joint outreach, training or investigation activities with the EEOC District Office. The proposal shall: (1) include a clear project explanation and justification; (2) include timelines for project completion; (3) include the projected number of people to benefit. The proposal shall contain a certification that the FEPA is willing and able to perform the actions it proposes, and which the EEOC finds to be feasible and acceptable.

H.11 Information Security Related to Use of EEOC's Agency Records Center (ARC) OR Successor System

FEPA Directors are responsible for authorizing ARC account creation and determining the appropriate level of system access to provide each user by employing the concept of least privilege - providing the minimal level of access required to perform their job functions. When determining the appropriate level of access for a user, the FEPA Director must consider the status of the user's government background investigation (whether completed or in-process). EEOC policy is to limit/restrict a user's system access until the background investigation is completed.

FEPA Directors must ensure that, upon a user's separation, ARC or successor system access is removed and system accounts are disabled as of the close-of-business on the employee's separation date.

Inactive accounts (accounts that have not been logged in within 30 days) will be disabled by the EEOC.

A certification of system accounts by each FEPA Director must be performed at least annually. During this review a list of active system users will be forwarded to the FEPA Director for their review. Each FEPA Director or their designee must review the account listing to ensure that all individuals listed for each system have the need and the proper level of access for each system. Any modifications or deletions must be forwarded by the FEPA Director to EEOC for action and the Director must then certify the accuracy of the report before returning it to EEOC.

Users must access ARC or successor system from workstations that are compliant with the software baseline, security and privacy policy requirements of their state/local government oversight bodies. At a minimum, workstations must include compliant software, anti-malware, data at rest (DAR) protection that is updated on a regular basis, to meet all available protection options. All workstations must be secured, screen-locked or locked down when not in use.

FEPA Directors are responsible for ensuring that their employees, contractors, contingent workers, and all other users of EEOC's ARC or successor system receive Information Security Awareness Training on an annual basis. Each FEPA location will formally designate an Information Technology (IT) and Information Security (INFOSEC) point of contact (POC) and relay the POC to EEOC.

Section I - Contract Clauses

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far/index.html.

(End of clause)

<u>Clause Number</u>	<u>Clause Title</u>
52.202-1	Definitions. (JUN 2020)
52.203-3	Gratuities. (APR 1984)
52.203-5	Covenant Against Contingent Fees. (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020)
52.203-7	Anti-Kickback Procedures. (JUN 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-12	Unique Entity Identifier Maintenance. (OCT 2016)
52.204-13	System for Award Management Maintenance. (OCT 2018)
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (NOV 2021)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Videos Surveillance Services or Equipment. (NOV 2021)

52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)
52.215-2	Audit and Records - Negotiation. (JUN 2020)
52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
52.222-3	Convict Labor. (JUN 2003)
52.222-21	Prohibition of Segregated Facilities. (APR 2015)
52.222-26	Equal Opportunity. (SEPT 2016)
52.222-35	Equal Opportunity for Veterans. (JUN 2020)
52.222-36	Equal Opportunity for Workers with Disabilities. (JUN 2020)
52.222-37	Employment Reports on Veterans. (JUN 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons. (NOV 2021)
52.222-54	Employment Eligibility Verification. (MAY 2022)
52.223-6	Drug-Free Workplace. (MAY 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (JUN 2020)
52.224-1	Privacy Act Notification. (APR 1984)
52.224-2	Privacy Act. (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases. (FEB 2021)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments). (FEB 2013)
52.232-1	Payments. (APR 1984)
52.232-8	Discounts for Prompt Payment. (FEB 2002)
52.232-11	Extras. (APR 1984)
52.232-25	Prompt payment. (JAN 2017)
52.232-33	Payment by Electronic Funds Transfer System for Award Management. (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
52.233-1	Disputes. (MAY 2014)
52.233-3	Protest after Award. (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
52.242-2	Production Progress Reports. (APR 1991)
52.243-1 *A1	Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984)
52.244-6	Subcontracts for Commercial Products and Commercial Services. (NOV 2023)
52.245-1	Government Property. (SEP 2021)
52.249-4	Termination for Convenience of the Government (Services) (Short Form). (APR 1984)
52.249-8	Default (Fixed-Price Supply and Service). (APR 1984)
52.252-2	Clauses Incorporated by Reference. (FEB 1998)
52.253-1	Computer Generated Forms. (JAN 1991)

EEOC FOIA CLAUSE:

The Freedom of Information Act (FOIA), 5 U.S.C. § 552, requires federal agencies to disclose certain government records to the public. FOIA is designed to keep the public informed by facilitating access to government information.

The Equal Employment Opportunity Commission (hereinafter referred to as "EEOC", or "Agency") may receive a FOIA request for EEOC records within a contractor's possession or control. If the Agency receives such a request, you will be contacted by the Agency regarding next steps for delivering the requested records to EEOC. Note that requested records could be located at a contractor's site or at an off-site location. Requested records may include, but need not be limited to, books, data in any form, and electronically stored information (ESI). ESI includes, but is not limited to, any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the contractor, subcontractor(s), or employees of the contractor or subcontractor(s) regardless of the physical location of the device or media (e.g., offsite servers or data storage).

It is important, therefore, that the contractor maintain all records in accordance with the applicable laws. 48 CFR § 4.7 *et al.*, describes the record retention requirements for government contractors. If the records are maintained on a computer, the contractor shall retain the computer data on a reliable medium for the time periods prescribed. The contractor may transfer computer data in machine readable form from one reliable computer medium to another. The contractor's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original computer data. The contractor shall also retain an audit trail describing all data transfers. For the record retention time periods prescribed, the contractor shall not destroy, discard, delete, or write over such computer data. 48 CFR § 4.703(d).

Under FOIA, an agency record includes records maintained for an agency by an entity under government contract even if the records are not physically in possession of the agency. 5 U.S.C. § 552(f)(2)(B). See also <https://www.justice.gov/oip/page/file/1199421/download> at 11-14. Therefore, the contractor understands and agrees that records created, acquired, or received by the contractor in its performance of the contract, remain the property of the government, as determined by FOIA and applicable laws.

Section J - List of Documents, Exhibits, and other Attachments

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

Attachment A - Worksharing Agreement for FY 2024

Attachment B - SF LLL, Disclosure of Lobbying Activities, 2 Pages

Attachment C - Federal Register Notice, Dated November 17, 2016

R2023 1729 NOV 21 2023
**EEOC/FEPA MODEL WORKSHARING
AGREEMENT**

WORKSHARING AGREEMENT

BETWEEN

Palm Beach County Office of Equal Opportunity

And

THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Miami District Office

FOR FISCAL YEAR 2024

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 with 5 or more employees occurring within Palm Beach County based on race, color, sex, national origin, religion, age, disability, familial status, marital status, sexual orientation, gender identity or expression, or genetic information pursuant 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 (including pregnancy, gender identity and sexual orientation), or national origin, all pursuant to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e et seq.) (hereinafter referred to as Title VII). The EEOC also 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(d)) (EPA); 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 et seq.)(ADA); 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 (42 U.S.C. § 2000ff et seq.)(GINA); and over allegations alleging failure to provide a reasonable accommodation based on pregnancy, childbirth, or related conditions, pursuant to the Pregnant Workers Fairness Act of 2022 (42 U.S.C. § 2000ff et seq.) (PWFA). Section 709 (b) of Title VII and the procedural regulations, 29 C.F.R. § 1601.13(c), and §1626.10 for ADEA cases, provide for the EEOC to enter into worksharing agreements with FEPAs, such that FEPAs can receive pay to investigate some EEOC claims.

- B. In recognition of, and to the extent of the common jurisdiction and goals of the two 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 (Agreement), which is designed to provide individuals with an efficient procedure for obtaining redress for their grievances under appropriate Palm Beach County 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.
 - B. The FEPA shall take all charges alleging a violation of Title VII, ADEA, EPA, GINA, the ADA, or PWFA 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 the applicable statute, and for charges specified in Section III. A. 1. below, and 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 in accordance with the terms of this Agreement. 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 of this Agreement.

- D. For charges that are to be dual filed, each agency will use the 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 Charging party and 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-HANDLING RESPONSIBILITIES

The primary responsibility for handling charges at the intake and investigation stages¹ between the FEPA and the EEOC will be divided as follows:

- A. The EEOC will investigate all Title VII, EPA, ADA, GINA, ADEA, and PWFA charges that it originally receives, and the FEPA will investigate all charges that it originally receives under its respective state or local statutes.
 - 1. For charges originally received by the EEOC and/or to be initially investigated by the EEOC, the FEPA waives its right of exclusive jurisdiction to initially investigate such charges for a period of 60 days for the purpose of allowing the EEOC to proceed immediately with the investigation of such charges before the 61st day.

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

¹ The terms "investigation" or "investigate" for purposes of this Agreement includes all intake and investigative evidence gathering actions, communications and correspondence related to inquiries and filed charges including interviews of potential claimants and witnesses; review and assessment of charges; jurisdiction and duplication of charge assessments; contract credit requests/assessments, etc. This does not include matters at the litigation stage.

- a. All Title VII, ADA, PWFA and concurrent Title VII/ADA charges jurisdictional with the FEPA and received by the FEPA 240 days or more after the date of violation;
 - b. All disability-based charges that may not be resolved by the FEPA in a manner consistent with the ADA.
 - c. All concurrent Title VII/EPA charges;
 - d. All charges against the FEPA or its parent organization where such parent organization exercises direct or indirect control over the charge decision-making process;
 - e. All charges filed by EEOC Commissioners;
 - f. All charges filed by EEOC Office Directors under EPA and/or ADEA;
 - g. Charges also covered by the Immigration Reform and Control Act;
 - h. Complaints referred to the EEOC by the U.S. Department of Justice; the U.S. Department of Labor, Office of Federal Contract Compliance Programs; or Federal fund-granting agencies under 29 CFR §§ 1640, 1641, and 1691;
 - i. Any charge where the EEOC is a party to a Conciliation Agreement or a Consent Decree that is relevant to the charge;
 - j. Any charge alleging retaliation for filing a charge with the EEOC or for cooperating with the EEOC;
 - k. All charges against Respondents that are designated for initial investigation by the EEOC in a supplementary memorandum to this Agreement; and
 - l. All charges filed under GINA.
2. The FEPA will initially investigate the following types of charges under its respective state or local statutes:
 - a. Any charge alleging retaliation for filing a charge with the FEPA or cooperating with the FEPA;
 - b. Any charge where the FEPA is a party to a Conciliation Agreement that is relevant to the charge. The FEPA will notify the EEOC on a quarterly basis of all Conciliation Agreements;
-

c. All charges that allege more than one basis of discrimination where at least one basis is not covered by the laws enforced by the EEOC but is covered by the state or local laws enforced by the FEPA, or where the EEOC is mandated by federal court decision or by internal administrative EEOC policy to dismiss the charge, but the FEPA is not required to dismiss that charge under state or local law;

d. All charges against Respondents that are designated for initial investigation by the FEPA in a supplementary memorandum to this Agreement agreed to by the EEOC; and

e. 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 investigate 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. The EEOC and the FEPA may agree to cooperate and investigate cases together for the good of the public. The EEOC District Director and the FEPA Executive Director/Administrator will reduce to writing how the agencies will work together, setting forth the division of labor and how the agencies will proceed to jointly investigate. The charging parties (if any) and respondents will be informed of the division of labor and the intent to investigate together to ensure transparency in the investigative process to better serve the public. In the event of a dispute in this subsection, the agencies will resolve the dispute under Section VI.D that governs resolving disputes. Both agencies agree to represent a united front to the relevant employer and the employer's employees and applicants for employment involved in the matter.

IV. EXCHANGE OF INFORMATION

- A. In furtherance of cooperative and coordinated efforts envisioned by Title VII and the procedural regulations, the FEPA and the EEOC will make available for inspection and copying to appropriate officials from the other agency, charge processing information that may assist the agency in carrying out its investigative responsibilities, as is practicable. Such information may include case information contained in investigative files and other material or data as may be
-

related to the processing of dual filed charges or administration of the contract. Each agency is permitted to withhold, in its discretion, deliberative, confidential, and otherwise privileged information. The receiving agency will not provide the shared information to third parties without the express written consent of the agency that provided the information originally, except as required by law. The agency accepting information agrees to comply with any confidentiality requirements imposed on the agency providing the information to the extent possible. With respect to all information obtained from the EEOC, the FEPA agrees to observe the confidentiality provisions of Title VII, ADA, PWFA, GINA, ADEA, and the Privacy Act. The parties understand that this provision is for investigative purposes only and any information obtained cannot be used outside the investigative process.

- 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 investigating 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.
 - B. For the purpose of according substantial weight to the FEPA's 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 the 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 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 official 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 objectives when assessing the allocation of charges under the Agreement and to cooperate in compliance and enforcement efforts as well as training, outreach and technical assistance efforts encompassed by the Strategic Plan.
 - D. If a dispute regarding the implementation or application of this Agreement cannot be resolved by the FEPA Executive Director/Administrator and the EEOC District Office Director, the issues will be reduced to writing by both parties and forwarded to the EEOC Director of the Office of Field Programs (OFP) who may request additional information from the FEPA Executive Director/Administrator or the EEOC District Director. The Director of OFP's determination is final and may include, among other things, rescission of this Agreement and contract for services. This dispute resolution mechanism is the exclusive remedy for all disputes arising under this Agreement.
 - E. This Agreement shall operate from the first day of October 2023 to the thirtieth day of September 2024 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.

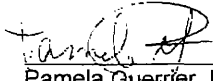
FEPA Name: Palm Beach County Office of Equal Opportunity

Approved as to terms
And conditions

NOV 21 2023

Approved as to form and Legal
Sufficiency

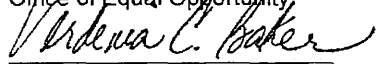
R2023 1729



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



Chief Assistant County Attorney



Verdenia C. Baker, County Administrator
Palm Beach County, Florida

Date: 10-11-2023

EVANGELINE HAWTHORNE Digitally signed by EVANGELINE HAWTHORNE
Date: 2023.10.12 16:43:53 -0400

Date _____

Evangeline Hawthorne, Director
U.S. Equal Employment Opportunity Commission
Miami District Office

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> Congressional District, <i>if known:</i> 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i>	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

For the Commission.

Jenny R. Yang,

Chair.

EEOC Systems of Records

Universal Routine Uses.

EEOC-1 Age Discrimination in Employment Act, Equal Pay Act, and Section 304 of the Government Employee Rights Act Discrimination Case Files.

EEOC-2 Attorney Referral List.

EEOC-3 Title VII, Americans with Disabilities Act, and Genetic Information Nondiscrimination Act

EEOC-4 Biographical Files.

EEOC-5 Correspondence and Communications.

EEOC-6 Freedom of Information Act and Privacy Act Records

EEOC-7 Employee Pay and Leave Records.

EEOC-8 Employee Travel and Reimbursement Records.

EEOC-9 Claims Collection Records.

EEOC-10 Grievance Records.

EEOC-11 Adverse Actions Against Nonpreference Eligibles in the Excepted Service Records

EEOC-12 Telephone Call Detail Records.

EEOC-13 Employee Identification Cards.

EEOC-14 Reserved

EEOC-15 Internal Harassment Investigation Files.

EEOC-16 Office of Inspector General Investigative Files.

EEOC-17 Defensive Litigation Files.

EEOC-18 Reasonable Accommodation Records.

EEOC-19 Revolving Fund Registrations.

EEOC-20 RESOLVE Program Records.

EEOC-21 Emergency Management Records.

EEOC-22 EEOC Personnel Security Records.

EEOC/GOVT-1 Equal Employment Opportunity in the Federal Government Complaint and Appeal Records.

Universal Routine Uses: The following routine uses of the records apply to and are incorporated by reference into each system of records published below:

a. To appropriate agencies, entities, and persons when: (1) EEOC suspects or has confirmed that there has been a breach of the system of records; (2) EEOC has determined that as a result of the suspected or confirmed breach there is a risk of harm to individuals, the agency (including its information systems, programs, and operations), or the Federal government; and (3) the disclosure made to such agencies, entities, and persons is reasonably

necessary to assist in connection with EEOC's efforts to respond to the suspected or confirmed breach or to prevent, minimize, or remedy such harm.

b. To another Federal agency or Federal entity when information from this system of records is reasonably necessary to assist the recipient agency or entity in (1) responding to a suspected or confirmed breach or (2) preventing, minimizing, or remedying the risk of harm to individuals, the agency (including its information systems, programs, and operations), or the Federal government.

EEOC-1

SYSTEM NAME:

Age Discrimination in Employment Act, Equal Pay Act, and Section 304 of the Government Employee Rights Act Discrimination Case Files.

SYSTEM LOCATION:

Field Office where the charge or complaint of discrimination was filed (see Appendix A). Records of complaints filed under section 321 of the Government Employees Rights Act of 1991 are located in the Office of Federal Operations 131 M Street NE., Washington, DC 20507, after a hearing has been requested.

CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:

Persons other than federal employees and applicants who file charges or complaints with EEOC alleging that an employer, employment agency or labor organization has violated the Age Discrimination in Employment Act of 1967 or the Equal Pay Act of 1963, or who file complaints under section 304 of the Government Employees Rights Act of 1991.

CATEGORIES OF RECORDS IN THE SYSTEM:

This system contains the records compiled during the investigation of age and equal pay discrimination cases and during the investigation and hearing of complaints filed under section 304 of the Government Employees Rights Act of 1991. These records include:

a. Documents submitted by charging party or complainant such as charge of discrimination, personal interview statement, and correspondence.

b. Documents submitted by employer such as statement of position, correspondence, statements of witnesses, documentary evidence such as personnel files, records of earnings, employee benefit plans, seniority list, job titles and descriptions, applicant data, organizational charts, collective

bargaining agreements, and petitions to revoke or modify subpoenas.

c. Records gathered and generated by EEOC in the course of its investigation and, in complaints filed under section 304 of the Government Employees Rights Act of 1991, during the hearing, such as letters of referral to state fair employment practices agencies, correspondence with state fair employment practices agencies, witness statements, investigator's notes, investigative plan, report of initial and exit interview, investigator's analyses of evidence and charge, subpoenas, decisions and letters of determination, conciliation agreements, correspondence and any additional evidence gathered during the course of the investigation.

AUTHORITY FOR MAINTENANCE OF THE SYSTEM:

5 U.S.C. 301; 29 U.S.C. 209, 211, 623, 626; 42 U.S.C. 2000e-16c; 44 U.S.C. 3101; 2 U.S.C. 1220.

PURPOSE:

This system is maintained for the purpose of enforcing the prohibitions against employment discrimination contained in the Age Discrimination in Employment Act, the Equal Pay Act and section 304 of the Government Employees Rights Act of 1991.

ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:

These records and information in these records may be used:

a. To disclose pertinent information to a federal, state, or local agency or third party as may be appropriate or necessary to perform the Commission's functions under the Age Discrimination in Employment Act, Equal Pay Act, or section 304 of the Government Employee Rights Act of 1991.

b. To disclose information contained in these records to state and local agencies administering state or local fair employment practices laws.

c. To disclose non-confidential and non-privileged information from closed ADEA/EPA case files (a file is closed when the Commission has terminated its investigation and has decided not to sue) to the employer where a lawsuit has been filed against the employer involving that information, to other employees of the same employer who have been notified by the Commission of their right under 29 U.S.C. 216 to file a lawsuit on their own behalf, and their representatives.

d. To provide information to a congressional office from the record of an individual in response to an inquiry from the congressional office made at the request of a party to the charge.

e. To disclose pertinent information to the appropriate federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing a statute, rule, regulation, or order, where the EEOC becomes aware of an indication of a violation or potential violation of civil or criminal law or regulation.

f. To disclose information to another federal agency, to a court, or to a party in litigation before a court or in an administrative proceeding being conducted by a federal agency when the government is a party to the judicial or administrative proceeding.

g. To disclose information to officials of state or local bar associations or disciplinary boards or committees when they are investigating complaints against attorneys in connection with their representation of a party before EEOC.

h. To disclose to a Federal agency in the executive, legislative, or judicial branch of government, in response to its request for information in connection with the hiring of an employee, the issuance of a security clearance, the conducting of a security or suitability investigation of an individual, the classifying of jobs, or the lawful statutory, administrative, or investigative purpose of the agency to the extent that the information is relevant and necessary to the requesting agency's decision.

i. To disclose information to other federal agencies in accordance with Memoranda of Understanding or similar agreements between EEOC and other agencies that provide for coordination, cooperation, and confidentiality of documents in EEOC's employment discrimination enforcement efforts.

POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING, AND DISPOSING OF RECORDS IN THE SYSTEM:

STORAGE:

These records are maintained in file folders and electronically.

RETRIEVABILITY:

These records are retrievable by charging party name, employer name, and charge number.

SAFEGUARDS:

Paper records are maintained in a secured area to which only authorized personnel have access. Access to and use of these records is limited to those persons whose official duties require such access. The premises are locked when authorized personnel are not on duty. Access to electronic records is limited, through use of usernames and passwords, to those whose official duties require access.

RETENTION AND DISPOSAL:

All private sector charge files not designated for permanent retention will be retained for three years following the fiscal year in which they were closed. (For example, if a charge was closed on March 31, 2014, in FY 2014, the three-year retention period would begin on October 1, 2014, which is the first day of FY 2015.) These non-permanent files will be retained for one year in the EEOC field office where the charge of discrimination was filed. Afterwards, the non-permanent files will be transferred to the Federal Records Center (FRC). The FRC will destroy the files after the three-year retention period is met. Permanent files will be retained in the field office for three years and then transferred to FRC. FRC will transfer the files to the National Archives and Records Administration (NARA) for permanent retention when eligible.

Closed non-permanent private sector charge files that are the subject of Freedom of Information Act (FOIA) requests are retained for six years after the FOIA response is provided. The files will be transferred to FRC one year after completion of all actions taken under FOIA/Privacy Act. Alternatively, the files may be included as part of the permanent files retained by the EEOC field office.

Closed private sector charge files that are the subject of a Section 83 request are retained for six years after the Section 83 response is provided. The files will be transferred to FRC one year after completion of all actions taken under FOIA. Alternatively, the files may be included as part of the permanent files retained by the EEOC field office.

SYSTEM MANAGER(S) AND ADDRESS:

Director of the office in the field where the charge was filed (see Appendix A). Director of the Office of Field Programs, 131 M Street NE., Washington, DC 20507. Director of the Office of Federal Operations, 131 M Street NE., Washington, DC 20507 (only for complaints filed under section 321 of the Government Employees Right Act of 1991).

SYSTEM EXEMPTED FROM CERTAIN PROVISIONS OF THE ACT:

This system is exempt under 5 U.S.C. 552a(k)(2) from subsections (c)(3), (d), (e)(1), (e)(4)(G), (e)(4)(H), (e)(4)(I) and (f) of the Act.

EEOC-2

SYSTEM NAME:

Attorney Referral List.

SYSTEM LOCATION:

All District Offices (see Appendix A).

CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:

Attorneys who represent plaintiffs in employment discrimination litigation.

CATEGORIES OF RECORDS IN THE SYSTEM:

This system contains attorneys' names, business addresses and telephone numbers, the nature and amount of their civil rights litigation experience; their state and federal bar admissions; whether the attorneys have the capacity and desire to handle class actions; whether the attorneys charge consultation fees (and how much); whether the attorneys will waive the consultation fee; the types of fee arrangements the attorneys will accept; and whether the attorney speaks a foreign language fluently.

AUTHORITY FOR MAINTENANCE OF THE SYSTEM:

42 U.S.C. 2000e-4(g); 44 U.S.C. 3101.

PURPOSE:

This system is maintained for the purpose of providing charging parties, upon their request, with information about local attorneys who represent plaintiffs in employment discrimination litigation.

ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:

These records and information in these records may be used:

a. To refer charging parties to attorneys who handle litigation of employment discrimination lawsuits.

b. To provide information to a congressional office from the record of an individual in response to an inquiry from the congressional office made at the request of the individual.

POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING, AND DISPOSING OF RECORDS IN THE SYSTEM:

STORAGE:

Stored on prepared forms, on index cards and electronically.

RETRIEVABILITY:

Indexed alphabetically by names of the attorneys.

SAFEGUARDS:

Access to this system of records is restricted to EEOC personnel who have a legitimate use for the information. This system is stored in filing cabinets. Access to electronic records is limited, through use of access codes and entry logs, to those whose official duties require access.

RETENTION AND DISPOSAL:

Files are reviewed and updated annually.

SYSTEM MANAGERS AND ADDRESS:

Regional Attorney at each District Office (see Appendix A).

NOTIFICATION PROCEDURE:

Inquiries concerning this system of records should be addressed to the appropriate system manager. It is necessary to furnish the following information: (1) Full name of the individual whose records are requested; (2) mailing address to which the reply should be sent.

RECORD ACCESS PROCEDURES:

Same as above.

CONTESTING RECORD PROCEDURES:

Same as above.

RECORD SOURCE CATEGORIES:

The individual on whom the record is maintained.

EEOC-3**SYSTEM NAME:**

Title VII, Americans with Disabilities Act, and Genetic Information Nondiscrimination Act Discrimination Case Files.

SYSTEM LOCATION:

Field Office where the charge of discrimination was filed (see Appendix A).

CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:

Persons, other than federal employees and applicants, who file charges alleging that an employer, employment agency, labor organization or joint labor-management apprenticeship committee has violated Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), or any combination of the three.

CATEGORIES OF RECORDS IN THE SYSTEM:

This system contains records compiled during the investigation of race, color, religion, sex, national origin, disability, and genetic information discrimination cases. These records include:

a. Documents submitted by charging party, such as a charge of discrimination, a personal interview statement, medical records, and correspondence.

b. Documents submitted by employer such as position statement, correspondence, statements of witnesses, documentary evidence such

as personnel files, records of earnings, EEO data, employee benefit plans, seniority lists, job titles and descriptions, applicant data, organizational charts, collective bargaining agreements, and petition to revoke or modify subpoenas.

c. Records gathered and generated by EEOC in the course of its investigation such as letters to state or local fair employment practice agencies, correspondence with state fair employment practice agencies, witness statements, investigator's notes, investigative plan, investigator's analysis of the evidence and charge, report of initial and exit interviews, copy of deferral to state, subpoenas, decisions and letters of determination, analysis of deferral agency action, conciliation agreements, correspondence, and any additional evidence gathered during the course of the investigation.

AUTHORITY FOR MAINTENANCE OF THE SYSTEM:

5 U.S.C. 301; 42 U.S.C. 2000e-5, -8 and -9; 42 U.S.C. 12117; 44 U.S.C. 3101, 42 U.S.C. 2000ff-10.

PURPOSE:

This system is maintained for the purpose of enforcing the prohibitions against employment discrimination contained in Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and Title II of the Genetic Information Nondiscrimination Act of 2008

ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:

These records and information in these records may be used:

a. To disclose pertinent information to a federal, state, or local agency or third party as may be appropriate or necessary to perform the Commission's functions under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or Title II of the Genetic Information Nondiscrimination Act of 2008.

b. To disclose information contained in these records to state and local agencies administering state or local fair employment practices laws.

c. To disclose non-confidential or non-privileged information contained in these records to the following persons after a notice of right to sue has been issued:

1. Aggrieved persons and their attorneys in case files involving Commissioner Charges provided that such persons have been notified of their status as aggrieved persons;

2. Persons or organizations filing on behalf of an aggrieved person provided

that the aggrieved person has given written authorization to the person who filed on his or her behalf to act as the aggrieved person's agent for this purpose, and their attorneys;

3. Employers and their attorneys, provided that the charging party or aggrieved person has filed suit under Title VII, the Americans with Disabilities Act, Title II of the Genetic Information Nondiscrimination Act of 2008, or any combination of the three.

d. To provide information to a congressional office from the record of an individual in response to an inquiry from the congressional office made at the request of a party to the charge.

e. To disclose pertinent information to the appropriate federal, state, or local agencies responsible for investigating, prosecuting, enforcing, or implementing a statute, rule, regulation, or order, where EEOC becomes aware of an indication of a violation or potential violation of civil or criminal law or regulation.

f. To disclose information to another federal agency, to a court, or to a party in litigation before a court or in an administrative proceeding being conducted by a federal agency when the government is a party to the judicial or administrative proceeding.

g. To disclose information to officials of disciplinary boards or committees under the control of a state or local government when they are investigating complaints against attorneys in connection with their representation of a party before EEOC.

h. To disclose to a Federal agency in the executive, legislative, or judicial branch of government, in response to its request for information in connection with the hiring of an employee, the issuance of a security clearance, the conducting of a security or suitability investigation of an individual, the classifying of jobs, or the lawful statutory, administrative, or investigative purpose of the agency to the extent that the information is relevant and necessary to the requesting agency's decision.

i. To disclose information to other federal agencies in accordance with Memoranda of Understanding or similar agreements between EEOC and other agencies that provide for coordination, cooperation, and confidentiality of documents in EEOC's employment discrimination enforcement efforts.

POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING, AND DISPOSING OF RECORDS IN THE SYSTEM**STORAGE:**

These records are maintained in file folders and electronically.

RETRIEVABILITY:

These records are retrievable by charging party name, employer name, and charge number.

SAFEGUARDS:

Paper records are maintained in a secured area to which only authorized personnel have access. Access to and use of these records is limited to those persons whose official duties require such access. The premises are locked when authorized personnel are not on duty. Access to electronic records is limited, through use of usernames and passwords, to those whose official duties require access.

RETENTION AND DISPOSAL:

All private sector charge files not designated for permanent retention will be retained for three years following the fiscal year in which they were closed. (For example, if a charge was closed on March 31, 2014, in FY 2014, the three-year retention period would begin on October 1, 2014, which is the first day of FY 2015.) These non-permanent files will be retained for one year in the EEOC field office where the charge of discrimination was filed. Afterwards, the non-permanent files will be transferred to the Federal Records Center (FRC). The FRC will destroy the files after the three-year retention period is met. Permanent files will be retained in the field office for three years and then transferred to FRC. FRC will transfer the files to the National Archives and Records Administration (NARA) for permanent retention when eligible.

Closed non-permanent private sector charge files that are the subject of Freedom of Information Act (FOIA) requests are retained for six years after the FOIA response is provided. The files will be transferred to FRC one year after completion of all actions taken under FOIA/Privacy Act. Alternatively, the files may be included as part of the permanent files retained by the EEOC field office.

Closed private sector charge files that are the subject of a Section 83 request are retained for six years after the Section 83 response is provided. The files will be transferred to FRC one year after completion of all actions taken under FOIA/Privacy Act. Alternatively, the files may be included as part of the permanent files retained by the EEOC field office.

SYSTEM MANAGER(S) AND ADDRESS:

Director of the office in the field where the charge was filed (see Appendix A). Director of the Office of

Field Programs, 131 M Street NE., Washington, DC 20507.

SYSTEMS EXEMPTED FROM CERTAIN PROVISIONS OF THE ACT:

This system is exempt under 5 U.S.C. 552a(k)(2) from subsections (c)(3), (d), (e)(1), (e)(4)(G), (e)(4)(H), (e)(4)(I), and (f) of the Act.

EEOC-4**SYSTEM NAME:**

Biographical Files.

SYSTEM LOCATION:

Office of Communications and Legislative Affairs, Equal Employment Opportunity Commission, 131 M Street NE., Washington, DC 20507.

CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:

Current and former Commissioners, General Counsels and Commission officials.

CATEGORIES OF RECORDS IN THE SYSTEM:

Includes for each the name, date and place of birth, education, employment history, and other biographical information.

AUTHORITY FOR MAINTENANCE OF THE SYSTEM:

44 U.S.C. 3101, 42 U.S.C. 2000e-4.

PURPOSE:

This system is maintained for the purpose of providing information about EEOC officials to members of the Congress and the public.

ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:

These records and information in these records may be used

- a. To answer public and congressional inquiries regarding EEOC Commissioners, General Counsels and Commission officials.

POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING, AND DISPOSING OF RECORDS IN THE SYSTEM:**STORAGE:**

Stored electronically.

RETRIEVABILITY:

Indexed by last name of the Commissioner, General Counsel or Commission official.

SAFEGUARDS:

Files are kept in the Office of Communications and Legislative Affairs, which is locked evenings, weekends, and holidays.

RETENTION AND DISPOSAL:

Maintained permanently.

SYSTEM MANAGER AND ADDRESS:

Director, Office of Communications and Legislative Affairs, Equal Employment Opportunity Commission, 131 M Street NE., Washington, DC 20507.

NOTIFICATION PROCEDURES:

Inquiries concerning this system of records should be addressed to the system manager. All inquiries should furnish the full name of the individual and the mailing address to which the reply should be mailed.

RECORD ACCESS PROCEDURES:

Same as above.

CONTESTING RECORDS PROCEDURES:

Same as above.

RECORD SOURCE CATEGORIES:

The individual to whom the record pertains.

EEOC-5**SYSTEM NAME:**

Correspondence and Communications.

SYSTEM LOCATION:

All locations listed in appendix A and all headquarters offices, 131 M Street NE., Washington, DC 20507.

CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:

Charging parties, members of the general public, members of Congress and current and former federal employees who seek information or assistance from EEOC.

CATEGORIES OF RECORDS IN THE SYSTEM:

- a. Inquiries from members of Congress, the White House and members of the general public, including current and former federal employees.
- b. EEOC responses to the above inquiries.
- c. Computer tracking system indicating the dates inquiries are received, to whom and when they are assigned for response and the dates they are answered.

AUTHORITY FOR MAINTENANCE OF THE SYSTEM:

44 U.S.C. 3101; 42 U.S.C. 2000e-4.

PURPOSE:

This system is maintained for the purpose of responding to inquiries from members of Congress and the public seeking information or assistance.

ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:

These records and information in these records may be used:

24-0378

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 0001 - General Fund - Office of Equal Opportunity (OEO)

BGRV 012424*333
BGEX 012424*873

ACCT. NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 01/24/2024	REMAINING BALANCE
<u>REVENUES</u>								
400-4160-4900	Charges for Services - Other	42,000	42,000	7,375	0	49,375		
	Total	<u>2,157,248,097</u>	<u>2,157,843,149</u>	<u>7,375</u>	<u>0</u>	<u>2,157,850,524</u>		
<u>EXPENDITURES</u>								
400-4160-3401	Other Contractual Services	100	100	7,375	0	7,475	0	7,475
	Total	<u>2,157,248,097</u>	<u>2,157,843,149</u>	<u>7,375</u>	<u>0</u>	<u>2,157,850,524</u>		

Signatures & Dates

By Board of County Commissioners

Office of Financial Management & Budget
INITIATING DEPARTMENT/DIVISION

Parnell 2 February 2024

At Meeting of

3/5/24

Administration/Budget Department Approval

ASDUC 2/5/24

Deputy Clerk to the

OFMB Department - Posted

Board of County Commissioners

R2023 1729 NOV 21 2023
**EEOC/FEPA MODEL WORKSHARING
AGREEMENT**

WORKSHARING AGREEMENT

BETWEEN

Palm Beach County Office of Equal Opportunity

And

THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Miami District Office

FOR FISCAL YEAR 2024

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 with 5 or more employees occurring within Palm Beach County based on race, color, sex, national origin, religion, age, disability, familial status, marital status, sexual orientation, gender identity or expression, or genetic information pursuant 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 (including pregnancy, gender identity and sexual orientation), or national origin, all pursuant to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e et seq.) (hereinafter referred to as Title VII). The EEOC also 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(d)) (EPA); 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 et seq.)(ADA); 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 (42 U.S.C. § 2000ff et seq.)(GINA); and over allegations alleging failure to provide a reasonable accommodation based on pregnancy, childbirth, or related conditions, pursuant to the Pregnant Workers Fairness Act of 2022 (42 U.S.C. § 2000ff et seq.) (PWFA). Section 709 (b) of Title VII and the procedural regulations, 29 C.F.R. § 1601.13(c), and §1626.10 for ADEA cases, provide for the EEOC to enter into worksharing agreements with FEPAs, such that FEPAs can receive pay to investigate some EEOC claims.

- B. In recognition of, and to the extent of the common jurisdiction and goals of the two 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 (Agreement), which is designed to provide individuals with an efficient procedure for obtaining redress for their grievances under appropriate Palm Beach County 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.
- B. The FEPA shall take all charges alleging a violation of Title VII, ADEA, EPA, GINA, the ADA, or PWFA 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 the applicable statute, and for charges specified in Section III. A. 1. below, and 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 in accordance with the terms of this Agreement. 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 of this Agreement.

- D. For charges that are to be dual filed, each agency will use the 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 Charging party and 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-HANDLING RESPONSIBILITIES

The primary responsibility for handling charges at the intake and investigation stages¹ between the FEPA and the EEOC will be divided as follows:

- A. The EEOC will investigate all Title VII, EPA, ADA, GINA, ADEA, and PWFA charges that it originally receives, and the FEPA will investigate all charges that it originally receives under its respective state or local statutes.
 - 1. For charges originally received by the EEOC and/or to be initially investigated by the EEOC, the FEPA waives its right of exclusive jurisdiction to initially investigate such charges for a period of 60 days for the purpose of allowing the EEOC to proceed immediately with the investigation of such charges before the 61st day.

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

¹ The terms "investigation" or "investigate" for purposes of this Agreement includes all intake and investigative evidence gathering actions, communications and correspondence related to inquiries and filed charges including interviews of potential claimants and witnesses; review and assessment of charges; jurisdiction and duplication of charge assessments; contract credit requests/assessments, etc. This does not include matters at the litigation stage.

- a. All Title VII, ADA, PWFA and concurrent Title VII/ADA charges jurisdictional with the FEPA and received by the FEPA 240 days or more after the date of violation;
 - b. All disability-based charges that may not be resolved by the FEPA in a manner consistent with the ADA.
 - c. All concurrent Title VII/EPA charges;
 - d. All charges against the FEPA or its parent organization where such parent organization exercises direct or indirect control over the charge decision-making process;
 - e. All charges filed by EEOC Commissioners;
 - f. All charges filed by EEOC Office Directors under EPA and/or ADEA;
 - g. Charges also covered by the Immigration Reform and Control Act;
 - h. Complaints referred to the EEOC by the U.S. Department of Justice; the U.S. Department of Labor, Office of Federal Contract Compliance Programs; or Federal fund-granting agencies under 29 CFR §§ 1640, 1641, and 1691;
 - i. Any charge where the EEOC is a party to a Conciliation Agreement or a Consent Decree that is relevant to the charge;
 - j. Any charge alleging retaliation for filing a charge with the EEOC or for cooperating with the EEOC;
 - k. All charges against Respondents that are designated for initial investigation by the EEOC in a supplementary memorandum to this Agreement; and
 - l. All charges filed under GINA.
2. The FEPA will initially investigate the following types of charges under its respective state or local statutes:
 - a. Any charge alleging retaliation for filing a charge with the FEPA or cooperating with the FEPA;
 - b. Any charge where the FEPA is a party to a Conciliation Agreement that is relevant to the charge. The FEPA will notify the EEOC on a quarterly basis of all Conciliation Agreements;
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- c. All charges that allege more than one basis of discrimination where at least one basis is not covered by the laws enforced by the EEOC but is covered by the state or local laws enforced by the FEPA, or where the EEOC is mandated by federal court decision or by internal administrative EEOC policy to dismiss the charge, but the FEPA is not required to dismiss that charge under state or local law;
 - d. All charges against Respondents that are designated for initial investigation by the FEPA in a supplementary memorandum to this Agreement agreed to by the EEOC; and
 - e. 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 investigate 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. The EEOC and the FEPA may agree to cooperate and investigate cases together for the good of the public. The EEOC District Director and the FEPA Executive Director/Administrator will reduce to writing how the agencies will work together, setting forth the division of labor and how the agencies will proceed to jointly investigate. The charging parties (if any) and respondents will be informed of the division of labor and the intent to investigate together to ensure transparency in the investigative process to better serve the public. In the event of a dispute in this subsection, the agencies will resolve the dispute under Section VI.D that governs resolving disputes. Both agencies agree to represent a united front to the relevant employer and the employer's employees and applicants for employment involved in the matter.

IV. EXCHANGE OF INFORMATION

- A. In furtherance of cooperative and coordinated efforts envisioned by Title VII and the procedural regulations, the FEPA and the EEOC will make available for inspection and copying to appropriate officials from the other agency, charge processing information that may assist the agency in carrying out its investigative responsibilities, as is practicable. Such information may include case information contained in investigative files and other material or data as may be
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related to the processing of dual filed charges or administration of the contract. Each agency is permitted to withhold, in its discretion, deliberative, confidential, and otherwise privileged information. The receiving agency will not provide the shared information to third parties without the express written consent of the agency that provided the information originally, except as required by law. The agency accepting information agrees to comply with any confidentiality requirements imposed on the agency providing the information to the extent possible. With respect to all information obtained from the EEOC, the FEPA agrees to observe the confidentiality provisions of Title VII, ADA, PWFA, GINA, ADEA, and the Privacy Act. The parties understand that this provision is for investigative purposes only and any information obtained cannot be used outside the investigative process.

- 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 investigating 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.
 - B. For the purpose of according substantial weight to the FEPA's 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 the 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.
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- 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 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 official 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 objectives when assessing the allocation of charges under the Agreement and to cooperate in compliance and enforcement efforts as well as training, outreach and technical assistance efforts encompassed by the Strategic Plan.
 - D. If a dispute regarding the implementation or application of this Agreement cannot be resolved by the FEPA Executive Director/Administrator and the EEOC District Office Director, the issues will be reduced to writing by both parties and forwarded to the EEOC Director of the Office of Field Programs (OFP) who may request additional information from the FEPA Executive Director/Administrator or the EEOC District Director. The Director of OFP's determination is final and may include, among other things, rescission of this Agreement and contract for services. This dispute resolution mechanism is the exclusive remedy for all disputes arising under this Agreement.
 - E. This Agreement shall operate from the first day of October 2023 to the thirtieth day of September 2024 and may be renewed or modified by mutual consent of the parties.
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I have read the foregoing Worksharing Agreement and I accept and agree to the provisions contained therein.

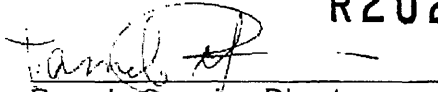
FEPA Name: Palm Beach County Office of Equal Opportunity

Approved as to terms
And conditions


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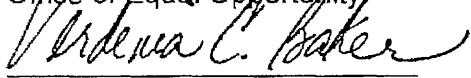
Approved as to form and Legal
Sufficiency



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



Chief Assistant County Attorney



Verdenia C. Baker, County Administrator
Palm Beach County, Florida

Date: 10-11-2023

EVANGELINE HAWTHORNE Digitally signed by EVANGELINE HAWTHORNE
Date: 2023.10.12 16:43:53 -04'00'

Date _____

Evangeline Hawthorne, Director
U.S. Equal Employment Opportunity Commission
Miami District Office