

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Agenda Item #:

3EE-1

AGENDA ITEM SUMMARY

MEETING DATE: September 16, 2025 ☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing

Department: Equal Opportunity

Submitted By: Equal Opportunity

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Amendment of Solicitation/Modification of Contract No. 45310024C0083P00004 (FY 2025 Contract) with the U. S. Equal Employment Opportunity Commission (EEOC) in the total amount of \$45,875 as payment for processing and resolving employment discrimination complaints; and

B) A downward Budget Amendment of \$3,500 in the General Fund to adjust the budget to the actual contract amount.

Summary: Pursuant to the Work-sharing Agreement with the EEOC execution of this agreement is required for the Office of Equal Opportunity (OEO) to receive payment for processing and resolving complaints of employment discrimination. FY 2025 Contract is for \$45,875 (\$41,500 for charge processing and \$4,375 for intake services). **No County funds are required.**
Countywide (JW)

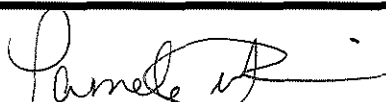
Background and Justification: On August 15, 1995, the BCC enacted an ordinance prohibiting discrimination in employment, granting OEO investigative and enforcement authority, and authorizing OEO to become a referral agency for the Federal Government. In each subsequent fiscal year, the BCC has approved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

FY 2025 Contract is retroactive to October 1, 2024. EEOC distributed the FY 2025 Contract to OEO via email dated July 11, 2025.

Attachments:

1. Amendment of Solicitation/Modification of Contract No. 45310024C0083P00004
2. Budget Amendment
3. FY 2024 Worksharing Agreement (R2023-1729)
4. Extension of Worksharing Agreement FY 2025

Recommended by:



Department Director

11 August 2025

Date

Approved by:



Assistant County Administrator

8/20/25

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	45,875	_____	_____	_____	_____
External Revenues	(45,875)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	 -0-	 -0-	 -0-	 -0-	 -0-
 # ADDITIONAL FTE POSITIONS (Cumulative)	 0	 0	 0	 0	 0

Is Item Included in Current Budget? Yes X No _____

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

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

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:

Lisa M. Smith 8/12/2025
OFMB MS 8/11
SW 8-11-25

Travis M. Smith 8/12/25
Contract Administration ZG 8.12.25

B. Legal Sufficiency:

Jean-Adel Williams
Assistant County Attorney

C. Other Department Review:

Department Director

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 6 PAGES	
2. AMENDMENT/MODIFICATION NUMBER 45310024C0083P00004		3. EFFECTIVE DATE 10/01/2024		4. REQUISITION/PURCHASE REQUISITION NUMBER FP250098		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington, DC, 20507		CODE 453100		7. ADMINISTERED BY (If other than Item 6) EEOC Miami District Office Miami Tower, 100 SE 2nd Street Fl 15 Miami, FL, 33131		CODE EE465	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) COUNTY OF PALM BEACH DBA: BOARD OF COMMISSIONS 301 N OLIVE AVE WEST PALM BEACH, FL, 33401				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
						9B. DATED (SEE ITEM 11)	
				(X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER 45310024C0083	
						10B. DATED (SEE ITEM 13) 01/16/2024	
CODE XL2DNFMPCR44		FACILITY CODE 1RFV4					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.					
<input type="checkbox"/>							
<input type="checkbox"/>		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section I, 52.217-9 Option to Extend the Term of the Contract					
<input type="checkbox"/>		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) MODIFICATION CONTROL NUMBER : 45310024C0083P00004 SUMMARY OF CHANGES : THE ABOVE REFERENCED CONTRACT IS HEREBY MODIFIED AS MUTUALLY AGREED UPON BY BOTH PARTIES AS FOLLOW: TO EXERCISE OPTION YEAR 1 PURSUANT TO SECTION I, 52.217-9 ENTITLED "OPTION TO EXTEND THE TERM OF THE CONTRACT" TO EXTEND CONTRACT PERFORMANCE FOR A PERIOD OF TWELVE (12) MONTHS COMMENCING ON OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025. (SEE ATTACHMENT NO. 1 FOR DETAILS - SEE PAGE 2 FOR OPTION CLINS).							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Adams, John D			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			
Previous edition unusable				STANDARD FORM 30 (REV. 11/2016) Prescribed by GSA FAR (48 CFR) 53.243			
Approved as to terms and conditions Pamela Guerrier, Director OEO				Approved as to form and legal sufficiency Sean Adel Williams County Attorney			

Modification Changes

Effective as of the date of this Modification No. **45310024C0083P00004** is revised as follows:

1. Line Item Number(s):

Line Number: **0010**

Item Description: **OPTION YEAR 1 - Title VII, ADEA, ADA, PWFA AND GINA CHARGE**

RESOLUTIONS:

Extended 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.

Unit of Measure and Qty: 50 ea

Unit Price: \$830.00

Contract Type: Firm Fixed Price

Charge Account:

2025|0100B2525D|10SLPPS|FPSLP|NA|251010|999996|9999|SLCR|NA|NA|NA

Funded Value: **\$41,500.00**

Line Number: **0011**

Item Description: **OPTION YEAR 1 - TITLE VII, ADEA, ADA, PWFA AND GINA INTAKE SERVICES:**

Extended Description: Provide Intake Services for charges, with interview notes, filed during the period October 1, 2024 to September 30, 2025. Period of Performance: 10/01/2024 – 09/30/2025.

Unit of Measure and Quantity: 35 ea

Unit Price: \$125.00

Charge Account:

2025|0100B2525D|10SLPPS|FPSLP|NA|251010|999996|9999|SLINTK|NA|NA|NA

Funded Value: **\$4,375.00**

Reference Requisition No.: **FP250098**

2. As a result of this modification, the grand total for the contract is increased by **\$45,875.00** from \$48,295.00 to **\$94,170.00**.

In addition, listed below are the revised Sections of the contract:

Section C – DESCRIPTIONS AND SPECIFICATIONS

Section II, Paragraph A.1. of the Statement of Work - The sentence is revised to read as follows:

From: 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.

To: Implementation by the Contractor of procedures that provide for professional intake of all charges the FEPA initially receives, notification of dual-filed charges to respondents within 10 days, rebuttal opportunity for charging parties, determinations supported by evidence, resolutions with remedies and resolution of charges on a current basis.

Section II, Paragraph A.2. of the Statement of Work - The sentence is revised to read as follows:

From: The training of Contractor personnel in charge processing procedures compatible with those of the EEOC, on an as needed basis.

To: The training of Contractor personnel in charge processing procedures comparable to those of the EEOC, on an as needed basis.

Section II, Paragraph A.7.c. of the Statement of Work - The sentence is revised to read as follows:

From: 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

To: develops procedures and processes that will ensure maintenance of a charge inventory of less than 365 days; and

Section II, Paragraph B of the Statement of Work – The last sentence is revised to read as follows:

From: Upon execution, the Worksharing Agreement dated **10/12/2023**, is incorporated by reference into this contract.

To: Upon execution, the Worksharing Agreement dated **6/2/2025**, is incorporated by reference into this contract.

Section II, Paragraph C of the Statement of Work – The last sentence is revised to read as follows:

From: The other party shall refrain from processing the dual-filed charge pending completion by the initial processor to preclude duplication of effort.

To: The other party shall refrain from processing the dual-filed charge pending completion by the initial processor to prevent duplication of effort.

Section II, Paragraph D.1 of the Statement of Work – The sentence is revised to read as follows:

From: 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

To: implement in partnership with the EEOC, a system that permits each party to perform various functions on behalf of the other, such as, accepting charges for each other, within the statutory limitations; and

Section II, Paragraph F of the Statement of Work – A new Paragraph F is added to read as follows:

Notwithstanding any provisions in the Statement of Work or elsewhere, this contract, inclusive of any amendments/modifications, does not cover, and the EEOC does not accept for credit, any work that the EEOC and its agents are enjoined from performing because of a court order or are not covered by their jurisdiction. Additionally, the EEOC does not accept for credit matters that are implicated by the following recent executive orders and/or Department of Justice (DOJ) guidance interpreting these orders: Executive Order 14168 and Executive Order 14281.

Section III, Paragraph B of the Statement of Work – The first sentence is revised to read as follows:

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

To: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2024 and September 30, 2025** according to the following provisions:

Section III, Paragraph B.5.c. of the Statement of Work - The last sentence is revised to read as follows:

From: 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.

To: Contract credit for intake services may be granted when the Contractor has submitted all charge intake documentation (e.g., complete intake interview notes, signed and dated charge of discrimination) and proof of timely charge service on the employer.

Section III, Paragraph B.6. of the Statement of Work - The last sentence is revised to read as follows:

From: 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.

To: Where the Contractor uses the EEOC's Gateway system to ARC, 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.

Section D – PACKAGING AND MARKING

The sentence is revised to read as follows:

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

To: Charge/case file materials must be uploaded into the EEOC's Agency Record Center (ARC) and or EEOC Secure Share.

Section F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

Paragraph F.1 A is revised to read as follows:

From: 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").

To: The period of performance under this contract shall be from **October 1, 2024 through September 30, 2025**, 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").

F.2 TIME OF DELIVERY/DELIVERABLES

Paragraph F.2.A.4 is revised to read as follows:

From: Enter all charge data for contract credit submissions by the end of each quarter.

To: Enter all charge data before requesting contract credit.

Paragraph F.2.B. the first sentence is revised to read as follows:

From: When the Contractor is not on ARC or any successor system, the following procedures shall be used.

To: When the Contractor uses the EEOC's Gateway system to ARC or any successor system, the following procedures shall be used.

Paragraph F.2.B.1 the second sentence is revised to read as follows:

From: 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.

To: Upon award of the contract, the report for each month must be received by the COR not later than the 5th business day of the subsequent month.

Paragraph F.2.C. Proposal for FY 2024 FEPA Joint Innovation Projects is removed.

Section G - Contract Administration Data

Distributions Added:

Distribution 1 Schedule 1 is added to the line item 0010.

Distribution 1 Schedule 1 is added to the line item 0011.

G.5 PAYMENT SCHEDULE

Paragraph G.5 is revised to read as follows:

From: 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.

To: Upon contract execution, an advance payment invoice not to exceed **twenty-five (25) 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 digitally returned, properly executed, to the Equal Employment Opportunity Commission, Acquisition Services Division.

G.6 TRAINING SUPPORT/CONTRACT ADJUSTMENTS

The title of paragraph G.6 has been revised:

From: CONTRACT ADJUSTMENTS FOR TRAINING

To: TRAINING SUPPORT/CONTRACT ADJUSTMENTS

Paragraph G.6 is revised to add the sentence which reads as follows:

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

To: Relative to training, the Contractor may voucher and provide receipts within 10 business days after completing the training. The EEOC may adjust the contract for training when the follow conditions exist:

Section H – Special Contract Requirements

Paragraph H.3 Rights in Data - The last sentence is revised to read as follows:

From: 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.

To: 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 the Privacy Act requirements in paragraph H.8.

Paragraph H.10 FEPA JOINT INNOVATION PROJECTS is removed.

Paragraph H.11 Information Security Related to the Use of EEOC's Agency Records Center (ARC) OR Successor System is revised to read as "H.10".

Section I – CONTRACT CLAUSES

Paragraph EEOC FOIA Clause is removed.

Section J – LIST OF ATTACHMENTS

The first sentence is revised to read as follows:

From: Attachment A - Worksharing Agreement for **FY 2024**

To: Attachment A - Worksharing Agreement for **FY 2025**

Except as stated above, all other terms and conditions remain unchanged.

25-0911

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 080525*524


BGEX 080525*1660


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

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of mm/dd/yy	REMAINING BALANCE
REVENUES									
400-4160-4900	Charges for Services - Other	Equal Employment	49,375	49,375	0	3,500	45,875		
			0	0	0	0	0		
	Total Fund Revenues		2,373,562,814	2,414,092,148	0	3,500	2,414,088,648		
EXPENDITURES									
400-4160-3401	Other Contractual Services	Equal Employment	7,400	7,400	0	3,500	3,900	0	3,900
			0	0	0	0	0		
	Total Fund Expenditures		2,373,562,814	2,414,092,148	0	3,500	2,414,088,648		

SIGNATURES

DATES


Initiating Department/Division


Administration/Budget Department Approval

OFMB Department - Posted

5 August 2025

8/12/2025

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 9/16/2025

Deputy Clerk to the 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;
-

- 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.
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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.

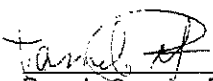
FEPA Name: Palm Beach County Office of Equal Opportunity

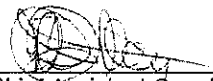
Approved as to terms
And conditions

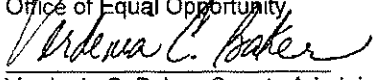
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Approved as to form and Legal
Sufficiency

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

**EXTENSION OF WORKSHARING AGREEMENT
FY 2025**

Inasmuch as there have been no substantive changes in the processes, procedures, statutes, policies or regulations that would adversely affect or substantially alter the work sharing arrangement between the Miami District Office and the Palm Beach County of Equal Opportunity, or that would affect the processing of charges filed under the pertinent Federal, state or local statutes, the parties agree to extend the current Worksharing Agreement that was executed on 10/12/23 through the FY 2025 Charge Resolution Contract Option Period, from October 1, 2024 through September 30, 2025. By executing this extension, the parties agree to abide by the confidentiality provisions cited in the Worksharing Agreement. This extension, as well as the attendant Worksharing Agreement may be reopened and amended by mutual consent of the parties.

The EEOC does not accept for credit, any work that the EEOC and its agents are enjoined from performing because of a court order or are not covered by their jurisdiction. Additionally, the EEOC does not accept for credit matters that are implicated by the following recent executive orders and/or Department of Justice (DOJ) guidance interpreting these orders: Executive Order 14168 and Executive Order 14281.


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

5/28/25
Date


For the EEOC District Office

6/2/2025
Date

Approved as to terms and conditions


Pamela Guerrier
Director, Office of Equal Opportunity

Approved as to form and legal sufficiency


David R. Olney
Chief Assistant County Attorney