



CITY OF ORLANDO

Grants & Financial Assistance Approval Form

	Authorized Approver	Signature	Date
*1	Department Director Marcia Hope Goodwin	Approved By:	7/11/2014
Email form to Grants Development Supervisor to continue approval process in Workday (effective 3/19/2014).			
*Department Directors may provide signature on paper above <u>OR</u> wait to approve from Workday inbox.			

Following are the financial, programmatic, legal and procurement considerations for your review:

Today's Date: 7/11/2014	City Council Date: 7/28/2014	Application Deadline: 7/28/2014
Name of Grant: EEOC Worksharing Agreement		
Short description of the project or program that will be pursued with grant funding: Continue investigation and intake of employment discrimination complaints under a worksharing agreement with EEOC.		
Short description of the problem or need for the project or program: To facilitate equal opportunity and employment for all citizens in Orlando.		
Anticipated timeline of project or program: Annual Worksharing Agreement		
Name of Initiating Department/Division/Office: Office of Community Affairs and Human Relations		
GOC Liaison Name: Patricia Newton/Julie Tindall		Telephone #: x3449 / x3275
Programmatic Considerations		Indicate Response Here
1. How does the proposed project align with City's priorities and department's core services?		By advocating policies of nondiscrimination under Chapter 57 of the Code of the City of Orlando and administering Chapter 57 and Federal laws that prohibit discrimination in employment.
2. Does the proposed project provide or expand essential services to address critical needs?		YES
3. Does the proposed project impact other City departments?		YES
4. Does the applying department have the capacity to manage this project?		YES
5. Does the applying department have the capacity to fulfill the financial and administrative requirements of the grant?		YES
6. Is this a collaborative effort with an external organization?		NO

Financial Considerations	Indicate Response Here
1. What is the total anticipated project cost?	Salaries/Wages/Benefits \$377,528 Travel \$1,400 Joint Outreach Event \$1,000
2. How much does the Department anticipate receiving from the grantor? If not receiving cash, include the value of property, equipment, or services.	\$29,700
3. What are the match requirements and funding source(s)?	No Match Requirements
4. If applicable, identify the amount and funding source(s) that support the remainder of the project	The City's general fund supports the remainder of the project or program cost in the amount of

Grants & Financial Assistance Approval Form

or program cost.	
5. Will the grant be used to fund salaries, wages or benefits and other associated personnel costs?	Reimbursement for travel expenses incurred for mandatory training. Assistance is earned based on the number of EEOC cases processed, then the proceeds received are required to be applied towards the City's cost to process the cases, this includes salaries and benefits of existing City staff.
6. Will the receipt of this grant cause the City to incur additional or future operating costs?	NO
7. What is the CIP number and/or financial project number associated with this project?	OCA0002_C Human Relations
8. Will this program generate revenue?	No
9. Is supplanting allowed?	N/A
10. Does the grantor require any special ways to manage the receipt of grant funds?	No
11. Does the grant require continuation of the project or program beyond the grant period of performance?	This is payment for case resolutions and intake of complaints.
Legal Considerations	Indicate Response Here
1. Provide a short description of unique contract requirements that the City Attorney needs to be made aware of, or needs to clarify for the Department before the Department applies for the grant.	None
Procurement Considerations	Indicate Response Here
1. Provide a short description of any special procurement requirements that need to be disclosed and evaluated at the time of application.	N/A
2. Does the receipt of the grant involve the lease or purchase of real estate? If so, please describe the real estate need and add the Real Estate Division Manager as an impacted department director, by adding a row under the first department director in the transmittal sequence on page one of this form.	No

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 3	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 10/01/2013		4. REQUISITION/PURCHASE REQ. NO. 2114FPSLP0040	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE CFASD		7. ADMINISTERED BY (If other than Item 6) CODE FPMIA	
Equal Employment Opportunity Comm. 131 M Street N.E. 4th Floor Washington DC 20507		Equal Employment Opportunity Comm. 2 South Biscayne Boulevard Suite 2700 Miami FL 33131			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ORLANDO OFFICE OF HUMAN RELATIONS ORLANDO FL 32801		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. EECCN130032 10B. DATED (SEE ITEM 13) 06/12/2013			
CODE 000161		FACILITY CODE			
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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 telegram or letter, provided each telegram or letter 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		Net Increase: \$36,950.00			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. 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 NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
X	Section I, 52.217-9 Option to Extend the Term of the Contract.				
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
PURPOSE: EXERCISE OPTION YEAR 1.					
PURSUANT TO SECTION I, 52.217-9 TO EXTEND THE TERM OF THE CONTRACT, THE GOVERNMENT HEREBY EXERCISES OPTION YEAR 1 TO EXTEND CONTRACT PERFORMANCE FOR A PERIOD OF TWELVE (12) MONTHS COMMENCING OCTOBER 1, 2013.					
EFFECTIVE AS OF THE DATE OF THIS MODIFICATION, CONTRACT NO. EECCN130032 IS REVISED AS FOLLOWS:					
Delivery Location Code: MIA00					
Miami District Office					
One Biscayne Tower Suite 2700					
Continued ...					
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)			
		Anthony Price			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		16C. DATE SIGNED	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EECCN130032/0003PAGE OF
2 3NAME OF OFFEROR OR CONTRACTOR
CITY OF ORLANDO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Miami FL 33131 USA Payment: Equal Employment Opportunity Comm. PO Box 8790 Reston VA 20195-8790 Period of Performance: 10/01/2013 to 09/30/2014 Add Item 0010 as follows:				
0010	OPTION YEAR 1 - Title VII, ADEA, ADA AND GINA CHARGE RESOLUTIONS:Processing and Resolving, Title VII, ADEA, ADA and GINA Charges. Each Charge must have been filed since October 1, 2009, (or since October 1, 2008, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation) and resolved in accordance with a charge resolution plan if applicable. Obligated Amount: \$27,300.00 Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSP0SLCR00- FPMIA0-251010 Funded: \$27,300.00 Add Item 0011 as follows:	42	JA	650.00	27,300.00
0011	OPTION YEAR 1 - Title VII, ADEA, ADA, AND GINA INTAKE SERVICES:Provide Intake Services for charges, with affidavits, filed during the period October 1, 2013 to September 30, 2014, at a price of \$50 per charge. Obligated Amount: \$7,250.00 Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSP0SLINTK- FPMIA0-251010 Funded: \$7,250.00 Add Item 0012 as follows:	145	JA	50.00	7,250.00
0012	OPTION YEAR 1 - FY 2014 EEOC/FEPA TRAINING CONFERENCE:Training to facilitate successful Continued ...	1	JA	1,400.00	1,400.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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3 3NAME OF OFFEROR OR CONTRACTOR
CITY OF ORLANDO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	completion of contract, which must include attendance at EEOC - Sponsored Annual Conference. Obligated Amount: \$1,400.00 Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSLP0SLTRNG-FPMIA0-251010 Funded: \$1,400.00 Add Item 0013 as follows:				
0013	OPTION YEAR 1 - FY 2014 FEPA Engagement Fundng: Submission of an acceptable written proposal detailing a joint EEOC/FEPA enforcement, outreach, or training activity in support of a Strategic Enforcement Plan or District Complement Plan priority. Obligated Amount: \$1,000.00 Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSLP0SLJOUT-FPSLP0-251010 Funded: \$1,000.00 AS A RESULT OF THIS MODIFICATION, THE GRAND TOTAL FOR THE CONTRACT IS INCREASED BY \$36,950.00 FROM \$27,900.00 TO \$64,850.00. EXCEPT AS STATED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.	1	JA	1,000.00	1,000.00

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

Section C – **DESCRIPTIONS AND SPECIFICATIONS**

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 11/16/2012, is incorporated by reference into this contract.

To: Upon execution, the Worksharing Agreement dated 11/07/2013, is incorporated by reference into this contract.

Section II, Paragraph E of the Statement of Work is revised to read as follows:

From: It is understood and expressly agreed to by both parties to this contract that all provisions of the EEOC's Contracting Principles for State and Local FEPA for Fiscal Year **2013** are incorporated in their entirety into this contract.

To: It is understood and expressly agreed to by both parties to this contract that all provisions of the EEOC's Contracting Principles for State and Local FEPA for Fiscal Year **2014** are incorporated in their entirety into this contract.

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

From: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2012** and **September 30, 2013** as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2013** and **September 30, 2014** as follows:

Section F - **DELIVERIES OR PERFORMANCE**

F.1 PERIOD OF PERFORMANCE

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

From: A. The period of performance under this contract shall be from **October 1, 2012** through **September 30, 2013**, 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: A. The period of performance under this contract shall be from **October 1, 2013** through **September 30, 2014**, with a one-year option 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

F.2.A.1 – The last sentence is revised to read as follows:

From: A determination not to award contract credit made may be reversed under the procedures set forth in Section III.B.5.a. of the **FY 2013** Contracting Principles.

To: A determination not to award contract credit made may be reversed under the procedures set forth in Section III.B.5.a. of the **FY 2014** Contracting Principles.

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

From: Enter basic charge data into the IMS or successor system within five days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the **FY 2013** Contracting Principles in order to be eligible to receive contract credit.

To: Enter basic charge data into the IMS or successor system within five days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the **FY 2014** Contracting Principles in order to be eligible to receive contract credit.

Paragraph F.2.A.3 is revised to read as follows:

From: Provide EEOC with a list of final actions within a time frame agreed upon by the COR and the Contractor, but usually no later than 30 days after the resolution of each charge to meet the requirement of Section III. B.2 of the **FY 2013** Contracting Principles. The Contractor must ensure the timely and accurate entry of data into the IMS or successor system. The COR will generate charge data lists and reports through the IMS or successor system to verify that this requirement is being met throughout the term of this contract.

To: Provide EEOC with a list of final actions within a time frame agreed upon by the COR and the Contractor, but usually no later than 30 days after the resolution of each charge to meet the requirement of Section III. B.2 of the **FY 2014** Contracting Principles. The Contractor must ensure the timely and accurate entry of data into the IMS or successor system. The COR will generate charge data lists and reports through the IMS or successor system to verify that this requirement is being met throughout the term of this contract.

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

From: The Contractor must make timely and accurate submission to the EEOC of EEOC Form 322 and EEOC Form 472. All reports covering the first three quarters of the **FY 2013** contract must be received by the EEOC prior to September 30, **2013**.

To: The Contractor must make timely and accurate submission to the EEOC of EEOC Form 322 and EEOC Form 472. All reports covering the first three quarters of the FY 2014 contract must be received by the EEOC prior to September 30, 2014.

Paragraph F.2.C is incorporated as follows:

C. Proposal for FY 2014 FEPA Engagement

The Contractor must submit to the Contracting Officer Representative prior to September 1, 2014, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposes to perform, and (3) which the EEOC finds to be feasible and acceptable.

Section G – **CONTRACT ADMINISTRATION DATA**

Replace Section G.1 with the following:

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: Ina dePaz, State and Local Coordinator
Miami District Office
Telephone: (305) 808-1752**

E. Paying Office: See Block 12 of SF-26

F. Program Director: Michael J. Dougherty, Director
State and Local Programs
Office of Field Programs
131 M Street, N.E., Fifth Floor
Washington, DC 20507
Telephone: (202) 663-4801

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**, submitted by the Contractor. Subsequent payments will be based on the Contractor's actual production of accepted charge resolutions. The contractor can submit invoices for actual production on a quarterly basis (**April 12, July 12, and October 11, 2013**). 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 fifty (50) percent of the **number of charge resolutions stated in the contract**, submitted by the Contractor. Subsequent payments will be based on the Contractor's actual production of accepted charge resolutions. The contractor can submit invoices for actual production on a quarterly basis (**April 11, July 11, and October 10, 2014**). 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.

Section H – SPECIAL CONTRACT REQUIREMENTS

Paragraph H.10 is incorporated as follows:

H.10 FEPA ENGAGEMENT FUNDING

To be eligible to invoice for the funding, in the amount of \$1,000, the Contractor must submit to the Contracting Officer Representative prior to September 1, 2014, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposes to perform, and (3) which the EEOC finds to be feasible and acceptable.

Section J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D

Attachment D - Worksharing Agreement for FY 2014 - 1 Page

FY 2014 EEOC/FEPA MODEL WORKSHARING AGREEMENT

WORKSHARING AGREEMENT

BETWEEN

City of Orlando Office of Community Affairs and Human Relations

and

THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Miami District Office

FOR FISCAL YEAR 2014

I. INTRODUCTION

- A. The City of Orlando Office of Community Affairs and Human Relations, hereinafter referred to as the FEPA, has jurisdiction over allegations of employment discrimination filed against employers of 6 or more employees occurring within the City Limits based on race, color, age, sex, marital status, religion, national origin, handicap and sexual orientation pursuant to Chapter 57 of the Code of the City of Orlando.

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

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

procedure for obtaining redress for their grievances under appropriate State, Local and Federal laws.

II. FILING OF CHARGES OF DISCRIMINATION

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

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

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

III. DIVISION OF INITIAL CHARGE-PROCESSING RESPONSIBILITIES

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

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

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

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

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

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

-- All concurrent Title VII/EPA charges;

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

-- All charges filed by EEOC Commissioners;

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. EXCHANGE OF INFORMATION

A. Both the FEPA and the EEOC shall make available for inspection and copying to appropriate officials from the other Agency any information that may assist each Agency in carrying out its responsibilities. Such information shall include, but not necessarily be limited to, investigative files, conciliation agreements, staffing information, case management printouts, charge processing documentation, and any other material and data as may be related to the processing of dual-filed charges or administration of the contract. The Agency accepting information agrees to comply with any confidentiality requirements imposed on the agency providing the information. With respect to all information obtained from the EEOC, the FEPA agrees to observe the confidentiality provisions of Title VII, the ADEA, the ADA and GINA.

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

V. RESOLUTION OF CHARGES

A. Both agencies will adhere to the procedures set out in the EEOC's State and Local Handbook, including current revisions thereto.

B. For the purpose of according substantial weight to the FEPA final finding and order, the FEPA must submit to the EEOC copies of all documents pertinent to conducting a substantial weight review; the evaluation will be designed to determine whether the following items have been addressed in a manner sufficient to satisfy EEOC requirements; including, but not limited to:

1. jurisdictional requirements,
2. investigation and resolution of all relevant issues alleging personal harm with appropriate documentation and using proper theory,
3. relief, if appropriate,
4. mechanisms for monitoring and enforcing compliance with all terms of conciliation agreements, orders after public hearing or consent orders to which the FEPA is a party.

C. In order to be eligible for contract credit and/or payment, submissions must meet all the substantive and administrative requirements as stipulated in the Contracting Principles.

D. For the purposes of determining eligibility for contract payment, a final action is defined as the point after which the charging party has no administrative recourse, appeal, or other avenue of redress available under applicable State and Local statutes.

VI. IMPLEMENTATION OF THE WORKSHARING AGREEMENT

- A. Each agency will designate a person as liaison official for the other agency to contact concerning the day-to-day implementation for the Agreement. The liaison for the FEPA will be Patricia Newton. The liaison official for the EEOC will be Ina de Paz.
- 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 provisions of EEOC's 2012-2016 Strategic Plan and the 2013 FEPA Engagement Plan, when assessing the allocation of charges under this agreement and to cooperate in compliance and enforcement efforts as well as training, outreach and technical assistance efforts encompassed by the Plans.
- D. The EEOC will provide original forms to be copied by the FEPA, in accordance with the Regulations and the Compliance Manual to be used by the FEPAs in correspondence with Charging Parties and Respondents.
- E. If a dispute regarding the implementation or application of this agreement cannot be resolved by the FEPA and District Office Director, the issues will be reduced to writing by both parties and forwarded to the Director of the Office of Field Programs for resolution.
- F. This Agreement shall operate from the first day of October 2013 to the thirtieth day of September 2014 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.

Date

11/7/13

Malcolm S. Medley
Malcolm S. Medley, District Director

Date

10-21-13

Buddy Dyer
Buddy Dyer, Mayor of Orlando