



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
San Antonio Field Office**

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**DRAFT**

Dallas District Office  
San Antonio Field Office  
El Paso Area Office

**Bilateral Agreement**

In the Matter of

EEOC Charge No: 451-2018-00080

U.S. Equal Employment Opportunity Commission

and

Webb County  
Attn: Ramon Villafranca  
1000 Houston Street  
Laredo, TX 78045

(Respondent)

**I.  
GENERAL PROVISIONS**

1. The following Agreement refers to charge number 451-2018-00080 on file with the Equal Employment Opportunity Commission (EEOC) filed under the Americans with Disabilities Act of 1990, as amended (ADA) and the Age Discrimination in Employment Act of 1967, as amended (ADEA).
2. The EEOC agrees not to use the Charge as the jurisdictional basis for filing a lawsuit against Webb County ("Respondent"). Provided, however, that nothing in this Agreement shall be construed to preclude the EEOC from bringing suit to enforce this Agreement. Further, the EEOC does not waive, or in any manner limit its right to process or seek relief in any other charge or investigation including, but not limited to, a charge filed by a member of the Commission against Respondent.
3. Charging Party's Rights Preserved - The Parties to this Agreement expressly agree that the Charging Party, Irene Sarmiento, has not approved or signed this Agreement; that the Equal Employment Opportunity Commission ("EEOC") has not found cause in the underlying charge of discrimination and therefore, this Agreement is not being entered into as part of any conciliation process; that specific relief for the Charging Party is not provided for by the terms of this Agreement; and that all rights and protection afforded by the Americans with Disabilities Act of 1990, as amended (ADA) and the Age Discrimination in Employment Act of 1967, as amended (ADEA) are preserved for the Charging Party.

# DRAFT

EEOC No. 451-2018-00080

Page 2 of 7

4. All Employment Practices to be Conducted in Non-Discriminatory Manner: Respondent agrees that it shall fully comply with the ADA and ADEA, and it shall not discriminate against any employee or applicant for employment based on disability or age.
5. Retaliation Prohibited: Respondent agrees that it shall not retaliate against the Charging Party and/or any employee or applicant for employment for opposing any employment practice made unlawful by the ADA or ADEA, for reporting discrimination based on disability or age, or for filing a discrimination charge, giving testimony or assistance, or participating in any lawful manner in any investigation, proceeding, hearing or action under the ADA or ADEA.
6. Non-compliance Notice and Enforcement Procedure:
  - a. If the EEOC has reason to believe that Respondent has not complied with any term or provision of this Agreement, it shall provide written notice of the alleged non-compliance following the discovery of the alleged non-compliance prior to taking any action thereon (the "Notice of Alleged Violation"). The Notice of Alleged Violation shall include the section(s) and paragraph(s) of this Agreement alleged to be violated (the "Alleged Violation") and a statement of the facts and circumstances relied upon as the basis of the EEOC's claim of non-compliance.
  - b. Respondent shall have fifteen (15) business days from receipt of the Notice of Alleged Violation to respond to the EEOC regarding the Alleged Violation and/or cure the Alleged Violation (the "Cure Period"), during which time the EEOC shall not undertake any enforcement action. The Cure Period may be extended by written agreement executed by the EEOC and Respondent.
  - c. If the EEOC and Respondent are unable to resolve the Alleged Violation, then the EEOC may seek enforcement of this Agreement with respect to the Alleged Violation in the United States District Court for the Western District of Texas, Austin Division.

## II. TERMS

1. Policy Prohibiting Disability and Age-based Discrimination and Retaliation: Within sixty (60) days of the effective date of this Agreement, Respondent will adopt and implement a policy that prohibits discrimination based on Age in violation of the ADEA and assuring that Respondent's policy meets all the following criteria:

# DRAFT

EEOC No. 451-2018-00080

Page 3 of 7

- a) States that Respondent: (i) prohibits discrimination against any employee or applicant for employment on the basis of disability in violation of the ADA and/or Age in violation of the ADEA; (ii) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile through acts such as derogatory comments based on disability, in violation of the ADA or age, in violation of the ADEA;
- b) Provides for prompt investigation of disability and/or age-based discrimination complaints and for prompt action, which is appropriate and effective, to remedy the discrimination;
- c) Provides that when such complaints are made, written findings of the results of the investigation and the remedial actions proposed and/or taken are made and maintained in Respondent's files, and that the results of the investigation and remedial actions taken are promptly communicated to the complainant;
- d) Provides for substantial and progressive discipline for violating Respondent's Disability and/or Age discrimination policy up to and including discharge; and
- e) Provides that Respondent shall not take any reprisal action, in any manner whatsoever, against an employee or applicant for having opposed any employment practice made unlawful by the ADA or ADEA, or for complaining about disability or age-based discrimination or other unlawful discrimination, or for filing a discrimination charge, giving testimony or assistance, or participating in any lawful manner in any investigation, proceeding, hearing or action under the ADA or ADEA.

Respondent will certify to the EEOC that its EEO policies meets the criteria stated above, within thirty (30) days from the effective date of this Agreement.

Within forty-five (45) days of the effective date of this Agreement, Respondent will distribute its revised EEO policies and agrees to certify in writing to the EEOC within ten (10) days of distributing these policies to its current employees that the requirements as set forth herein have been met.

2. Complaint Procedures: Respondent shall maintain a complaint procedure that is designed to encourage employees to come forward with complaints regarding violations of its policy prohibiting disability or age-based discrimination. Respondent's complaint procedure shall provide all the following:

# DRAFT

EEOC No. 451-2018-00080

Page 4 of 7

- a) Simple, convenient, confidential, and reliable mechanisms for reporting incidents of disability or age-based discrimination;
  - b) Prompt investigation of any disability or age-based discrimination claims, complaints and/or allegations;
  - c) Written findings of the results of any investigation of a discrimination complaint and the remedial actions proposed and/or taken, if any;
  - d) An effective means of promptly communicating to the complaining party, in writing, the results of the investigation and the remedial actions proposed and/or taken;
  - e) Appropriate remedial action to resolve the complaint and to deter future incidents of Age-based discrimination and retaliation; and
  - f) Assurances that the complainant(s) shall not be subjected to intimidation, harassment and/or retaliation.
3. Disability and Age-Based Discrimination and Retaliation Training: Within thirty (30) days of the effective date of this Agreement, Respondent shall provide not less than two (2) hours of ADA and ADEA training to all its current management and non-management employees who work for Respondent.
- a) The training shall be conducted with all employees. All employees will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions;
  - b) The training shall cover: (i) the historical support for the ADA and ADEA prohibitions against disability and age discrimination; (ii) definition of Disability and Age discrimination; (iii) examples of comments and conduct that alone, or together, might constitute disability and age discrimination; (iv) Respondent's disability and age discrimination policies, procedures, practices and programs;
  - c) The training shall be conducted by an employee or agent of Respondent;
  - d) Within ten (10) days after the completion the required training session, Respondent shall certify to EEOC, in writing, that the required training has taken place and that required personnel attended. Such certification shall include: (i) The date, location and duration of the training; and (ii) A copy of the registry of attendance which shall include the name and position or title of each person in attendance; and

# DRAFT

EEOC No. 451-2018-00080

Page 5 of 7

- e) During the term of this Agreement, Respondent shall provide the EEOC with written notice if it revises its policy prohibiting disability or age-based discrimination and/or its complaint procedures.
4. Job Posting: Within sixty (60) days of the effective date of this Agreement, Respondent agrees to adopt and implement a hiring policy assuring that Respondent's policy meets all the following criteria:
    - a. Respondent shall post all current and upcoming vacancies and positions needing to be filled. The job posting shall: (i) state for how long the position/vacancy will be posted; (ii) state whether the posting is open to internal and/or external applicants; (iii) detail the duties and responsibilities of the position; (iv) identify the required and preferred training, experience, and education for the position;
    - b. Respondent shall establish procedures for screening applicants; identifying the most qualified applicants; interviewing the best applicants; and selecting the best applicant.
    - c. Respondent shall identify all individuals involved in interviewing the applicants and making the decision as to which applicant will be selected/hired.
    - d. Respondent shall preserve all records related to the screening, interviewing and selection of applicants to include questions asked during the interview; interview notes; assessment of applicants; and records related to the recommendation/selection of the applicant the Respondent decides to hire.
  5. Records Keeping: Respondent agrees that it shall preserve for a period of one year, from the date of record creation or personal action involved, all records such as application forms submitted by applicants and other records regarding request for employment, hiring, promotion, demotion, transfer, layoff or termination, rates of pay or other terms of compensation, and selection for training or apprenticeship. Respondent further agrees that it will preserve all personnel records relevant to any specific charge of employment discrimination filed against Respondent or any action brought by the Commission against Respondent until the final disposition of the charge or action.
  6. Compliance: The EEOC shall have the right to ensure compliance with the terms of this Agreement, and shall have the right to conduct inspections, require written reports regarding compliance, interview employees; and/or examine and copy relevant documents.
  7. Binding: The terms of this Agreement shall be binding upon the Respondent, and the EEOC.

# DRAFT

EEOC No. 451-2018-00080

Page 6 of 7

8. Designation EEOC Representative: When this Agreement requires the submission by Respondent of documents or other materials to the EEOC, such documents or other materials shall be mailed to U.S. EEOC, San Antonio Field Office, ATTN: George Hamilton, Federal Investigator, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

### III. CONFIDENTIALITY

The EEOC and Respondent agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties allege breach of this Agreement. However, the parties to this Agreement agree its terms will be treated as a strictly confidential matter between the parties, and will not be disclosed by to any third party or entity, save and except (a) attorneys, provided each of the foregoing are advised of this confidentiality requirement, and each agrees to maintain full confidentiality; (b) governmental agencies; and (c) pursuant to a lawfully issued subpoena from a court of competent jurisdiction.

### IV. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall become final and "Effective" for all purposes upon (a) execution by Respondent and the Field Director of the EEOC's San Antonio Field Office, and (b) receipt of a copy of the executed Agreement by Respondent. The "Effective Date" shall be utilized for the calculation of all time periods and actions required pursuant to this Agreement. This Agreement will be in effect for a period of one (1) year (the "Term") and thereafter will be of no further force or effect.

# DRAFT

EEOC No. 451-2018-00080  
Page 7 of 7

## V. SIGNATURES

I have read this Agreement, and I accept and agree to all its provisions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ramon Villafranca  
Respondent

Approved on Behalf of the Commission:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Travis G. Hicks  
Field Director