

Agenda Item #:

3A-1

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

MEETING DATE: 06/18/13

Consent

Regular

Ordinance

Public Hearing

Department: Equal Opportunity

Submitted By: Equal Opportunity

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve: A)** A modification to an Award/Contract [R-2012-0659] (Charge Resolution Contract No. EECN120020, Modification No. 0001) with the U. S. Equal Employment Opportunity Commission (EEOC) allowing the Office of Equal Opportunity to receive revenue in the total amount of \$82,500.00 as payment for processing and resolving employment discrimination complaints. **B)** An upward budget amendment of \$500.00 in the General Fund to adjust the budget to the actual Award/Contract.

**Summary:** Execution of this contract is required so that OEO can receive payment for processing and resolving complaints of employment discrimination pursuant to the Worksharing Agreement with the EEOC. This Charge Resolution Contract is for FY 2012 - 2013 and is in the amount of \$82,500.00 (\$79,950.00- charge processing; \$1,150 Intake Services, and \$1,400 - attendance at EEOC sponsored annual training). EEOC Charge Resolution Contracts for all Fair Employment Practices Agencies nationwide provide payment at a rate of \$650 per charge. OEO's contract is for a total of 123 charges. Attached to the Award/Contract is the Worksharing Agreement signed by the County Administrator on October 13, 2012. On November 26, 1996, the Board of County Commissioners approved staff's recommendation that future Worksharing Agreements be executed by the County Administrator, or his designee, because of the recurring time constraints involved in this process. The Worksharing Agreement is a prerequisite to the receipt of a Charge Resolution Contract. (Countywide)(DO)

**Background and Policy Issues:** On August 15, 1995, the BCC enacted an ordinance prohibiting discrimination in employment, granting OEO investigative and enforcement authority, and authorizing OEO to become a referral agency for the federal government. In each subsequent fiscal year, the BCC has approved Charge Resolution Contracts between the OEO and EEOC.

Execution of this contract is necessary in order for OEO to receive payment for the processing and investigation of employment discrimination complaints that are filed under federal employment discrimination statutes and Palm Beach County's Equal Employment Ordinance.

The EEOC contract is retroactive to October 1, 2012. EEOC distributed the FY 2012 - 2013 contracts to state and local agencies via letter dated May 14, 2013. (The contract was received by OEO on May 20, 2013). Expedited approval is needed to meet national contract award deadlines as established by EEOC. Pursuant to the instructions in the EEOC transmittal letter, OEO has requested an extension to the deadline for submission of the signed contracts.

**Attachments:**

1. EEOC Transmittal Letter
2. EEOC Award/Contract - Standard Form 30 (2)
3. OEO Letter to EEOC re: Extension of Submission Deadline
4. Budget Amendment

Recommended by:

  
Department Director

30 May 2013  
Date

Approved by:

  
Assistant County Administrator

Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	82,500				
External Revenues	(82,500)				
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE  
POSITIONS (Cumulative)      0        0        0        0        0  

Is Item Included in Current Budget?    Yes \_\_\_\_\_    No   x    
Budget Account No.:    Fund\_0001 Department\_400\_ Unit\_4160\_ Object\_4801\_\_  
Program Category\_\_\_\_\_

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

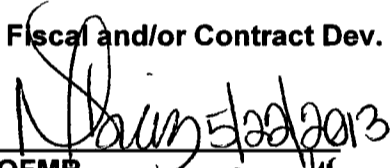
No Ad Valorem dollars are involved in this item, these funds are to be paid to the County by the United States Equal Employment Opportunity Commission.


**C. Departmental Fiscal Review:**

\_\_\_\_\_

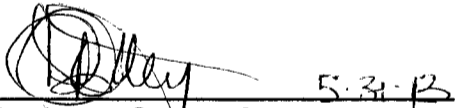
**III. REVIEW COMMENTS:**

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

  
\_\_\_\_\_  
OFMB  
5/22/13  
5/22  
5/21

  
\_\_\_\_\_  
Contract Administration  
5-30-13 B Wheeler

**B. Legal Sufficiency:**

  
\_\_\_\_\_  
Assistant County Attorney  
5-31-13

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Washington, D.C. 20507

MAY 14 2013

16 COUNTY  
OFFICE OF  
EQUAL OPPORTUNITY

13 MAY 20 PM 1:23

Office of the Chief Financial Officer

Palm Beach County Office of Equal Opportunity  
Attn: FEPA Director  
215 North Olive Avenue, Suite 130  
West Palm Beach, FL 33401

RE: Contract No. EECN120020, Modification No. 0001

Dear FEPA Director:

Enclosed are two (2) copies of the Standard Form (SF) 30 and one (1) copy of the entire contract and all attachments.

**In order to expedite the execution of this contract, please return two (2) signed copies of the SF 30 only within ten (10) days from receipt of this letter to the following address:**

Equal Employment Opportunity Commission  
Acquisition Services Division  
131 M Street, NE, 4<sup>th</sup> Floor  
Washington, DC 20507  
Attn: Anthony R. Price, Contracting Officer

It is essential that you adhere to the timely submission of the fully executed copies of the signed SF 30. Any request for extension should be made via telephone or in writing. Facsimile requests are acceptable. Our facsimile telephone number is (202) 663-4178.

The single contract document with all attachments is for your records.

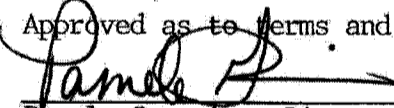
Upon execution by the Government, one (1) fully executed copy of the contract will be returned to you for your files.

If you have any questions, please call me on (202) 663-4218.

Sincerely,

Anthony R. Price, Contracting Officer  
Acquisition Services Division

Enclosure(s)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 10/01/2012	4. REQUISITION/PURCHASE REQ. NO. 2113FPSP0076	5. PROJECT NO. (If applicable)	
6. ISSUED BY Equal Employment Opportunity Comm. 131 M Street N.E. 4th Floor Washington DC 20507	CODE CFASD	7. ADMINISTERED BY (If other than Item 6) Equal Employment Opportunity Comm. 2 South Biscayne Boulevard Suite 2700 Miami FL 33131	CODE FEMIA	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS WEST PALM BEACH FL 33401		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 000239 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EECCN120020	10B. DATED (SEE ITEM 13) 05/21/2012	
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:		\$82,500.00
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:			
X	D. OTHER (Specify type of modification and authority) 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, 2012.				
EFFECTIVE AS OF THE DATE OF THIS MODIFICATION, CONTRACT NO. EECCN120020 IS REVISED AS FOLLOWS:				
Delivery Location Code: MIA00 Miami District Office One Biscayne Tower Suite 2700 Continued ...		Approved as to terms and conditions  Pamela Guerrier, Director, OEO		Approved as to form and Legal Sufficiency  David Ottey, Asst. Co. Atty.
Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Steven L. Abrams, Mayor, BCC		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony Price		
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 10/01/2012	4. REQUISITION/PURCHASE REQ. NO. 2113FPSP0076	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE CFASD Equal Employment Opportunity Comm. 131 M Street N.E. 4th Floor Washington DC 20507	7. ADMINISTERED BY (If other than Item 6) CODE FPMIA Equal Employment Opportunity Comm. 2 South Biscayne Boulevard Suite 2700 Miami FL 33131
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS WEST PALM BEACH FL 33401	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. ECCN120020 10B. DATED (SEE ITEM 13) 05/21/2012
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  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:      \$82,500.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

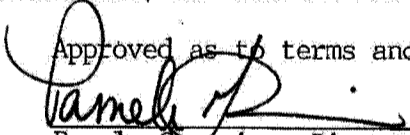
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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS 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  is not.  is required to sign this document and return 2 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, 2012.

EFFECTIVE AS OF THE DATE OF THIS MODIFICATION, CONTRACT NO. EECN120020 IS REVISED AS FOLLOWS:  
 Delivery Location Code: MIA00  
 Miami District Office  
 One Biscayne Tower Suite 2700  
 Continued ...

Approved as to terms and conditions  
  
 Pamela Guerrier, Director, OEO

Approved as to form and Legal Sufficiency

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. David Ottey, Asst. Co. Atty.

15A. NAME AND TITLE OF SIGNER (Type or print) Steven L. Abrams, Mayor, BCC	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony Price
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)  
 0001 10/01/2012 2113FPSP0076

6. ISSUED BY CODE 7. ADMINISTERED BY (if other than Item 6) CODE  
 CFASD FPMIA  
 Equal Employment Opportunity Comm. Equal Employment Opportunity Comm.  
 131 M Street N.E. 2 South Biscayne Boulevard  
 4th Floor Suite 2700  
 Washington DC 20507 Miami FL 33131

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 PALM BEACH COUNTY (x)  
 BOARD OF COUNTY COMMISSIONERS  
 WEST PALM BEACH FL 33401  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. X  
 E.ECCN120020  
 10B. DATED (SEE ITEM 13)  
 CODE 000239 FACILITY CODE 05/21/2012

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12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$82,500.00  
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
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 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  is not.  is required to sign this document and return 2 copies to the issuing office.

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 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, 2012.

EFFECTIVE AS OF THE DATE OF THIS MODIFICATION, CONTRACT NO. E.ECCN120020 IS REVISED AS FOLLOWS:

Delivery Location Code: MIA00  
 Miami District Office  
 One Biscayne Tower Suite 2700  
 Continued ...  
 Approved as to terms and conditions  
 Pamela Guerrier, Director, OEO  
 Approved as to form and Legal Sufficiency

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. David Ottey, Asst. Co. Atty.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Steven L. Abrams, Mayor, BCC Anthony Price  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 BECCN120020/0001

PAGE OF  
 2 3

NAME OF OFFEROR OR CONTRACTOR  
 PALM BEACH COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0010	Miami FL 33131 USA  Payment: Equal Employment Opportunity Comm. PO Box 8790 Reston VA 20195-8790 Period of Performance: 10/01/2012 to 09/30/2013  Add Item 0010 as follows:  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, 2010, (or since October 1, 2009, 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: \$79,950.00  Accounting Info: 4501001313BD20130100001013SLP00013PS0FPSLP0SLCR00- FPMIA0-251010 Funded: \$79,950.00  Add Item 0011 as follows:	123	JA	650.00	79,950.00
0011	Add Item 0011 as follows:  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: \$1,150.00  Accounting Info: 4501001313BD20130100001013SLP00013PS0FPSLP0SLINTK- FPMIA0-251010 Funded: \$1,150.00  Add Item 0012 as follows:  Continued ...	23	JA	50.00	1,150.00

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ECCCN120020/0001

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
PALM BEACH COUNTY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0012	<p>OPTION YEAR 1 - FY 2013 EEOC/FEPA TRAINING CONFERENCE:</p> <p>Training to facilitate successful completion of contract, which must include attendance at EEOC-sponsored Annual Conference. Obligated Amount: \$1,400.00</p> <p>Accounting Info: 4501001313BD20130100001013SLP00013PS0FPSP0SLTRNG-FPMIA0-251010 Funded: \$1,400.00</p> <p>AS A RESULT OF THIS MODIFICATION, THE TOTAL OBLIGATION FOR CONTRACT NO. ECCCN120020 IS INCREASED BY \$82,500.00 FROM \$97,550.00 TO \$180,050.00.</p> <p>EXCEPT AS STATED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p>	1	JA	1,400.00	1,400.00



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 01/25/2012, is incorporated by reference into this contract.

To: Upon execution, the Worksharing Agreement dated 10/30/2012, 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 **2012** 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 **2013** are incorporated in their entirety into this contract.

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

From: Processing of Charges – Title VII Charges, and/or ADEA Charges (if applicable), and/or ADA Charges (if applicable):

To: Processing of Charges – Title VII Charges, and/or ADEA Charges (if applicable), ADA Charges (if applicable), and/or **GINA Charges** (if applicable).

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, 2011** and **September 30, 2012** as follows:

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

Section III, Paragraph B.1 of the Statement of Work is revised to read as follows:

From: All charges will be evaluated and determinations made in accordance with the theories of discrimination in employment as developed under Title VII, the ADEA, and the ADA, as appropriate.

To: All charges will be evaluated and determinations made in accordance with the theories of discrimination in employment as developed under Title VII, the ADEA, ADA, and the GINA, as appropriate.

## 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, 2011** through **September 30, 2012**, 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, 2012** through **September 30, 2013**, 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 2012** 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 2013** 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 2012** 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 2013** 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 2012**

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 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.

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 2012** contract must be received by the EEOC prior to September 30, **2012**.

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 2013** contract must be received by the EEOC prior to September 30, **2013**.

#### 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: Maria E. 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.4 INVOICING INSTRUCTIONS

Paragraph G.4 is revised to incorporate Paragraph C as follows:

- From: A. The Contractor shall submit an original invoice(s) and any other information required to make payments to the following address:
- US Equal Employment Opportunity Commission  
PO Box 8790  
Reston, VA 20195-2690
- B. A copy of the invoice must be sent to the designated COR.
- To: A. The Contractor shall submit an original invoice(s) and any other information required to make payments to the following address:
- US Equal Employment Opportunity Commission  
PO Box 8790  
Reston, VA 20195-2690
- B. A copy of the invoice must be sent to the designated COR.
- C. The contractor may submit an invoice electronically to the following e-mail address: [eeocinvoice@gcecloud.com](mailto:eeocinvoice@gcecloud.com).

#### 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 13, July 13, and October 12, 2012**). 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., 4<sup>th</sup> 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 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., 4<sup>th</sup> Floor, Washington, D.C. 20507.

Section J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D

**Attachment D - Worksharing Agreement for FY 2013 - 1 Page**

Attachment 5

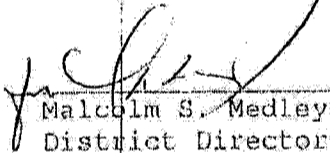
FY 2013 EXTENSION OF WORKSHARING AGREEMENT

Inasmuch as there have been no substantive changes in the processes, procedures, statutes, policies or regulations that would adversely affect or substantially alter the work sharing arrangement between the Miami District Office and the Palm Beach County Office of Equal Opportunity, or that would affect the processing of charges filed under the pertinent Federal, state or local statutes, the parties agree to extend the current work sharing agreement that was executed on September 24, 2010 through the FY 2013 Charge Resolution Contract Option Period. By executing this extension, the parties agree to abide by the confidentiality provisions of GINA as well as the other statutes cited in the agreement. This agreement, as well as the attendant Work sharing Agreement may be reopened and amended by mutual consent of the parties.



Robert Weisman, County Administrator  
Palm Beach County, Florida

10/16/12  
Date



Malcolm S. Medley  
District Director

10/30/12  
Date



Office of Equal Opportunity  
215 N. Olive Avenue, Suite 130  
West Palm Beach, FL 33401  
(561) 355-4884  
Fax: (561) 355-4932  
www.pbcgov.com/equalopportunity

**Palm Beach County  
Board of County  
Commissioners**

Steven L. Abrams, Chairman  
Priscilla A. Taylor, Vice Chair  
Hal R. Valeche  
Paulette Burdick  
Shelley Vana  
Mary Lou Berger  
Jess R. Santamaria

**County Administrator**  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"



# Fax

To: Anthony R. Price, Contracting Officer

Fax: (202) 663-4178

From: Pamela Guerrier, Director 

Date: 21 May 2013

Pages: 2, including this cover sheet

Attached is a request for extension of time submitted by the Palm Beach County Office of Equal Opportunity regarding contract no. EECCN120020, Modification No. 0001.

Please let me know if you need anything further.

From the desk of...

**Pamela Guerrier  
Director  
Palm Beach County  
Office of Equal Opportunity  
215 North Olive Avenue, Suite 130  
West Palm Beach, FL 33401  
Pguerrie@pbcgov.org  
Tel. (561) 355-2558  
Fax (561) 656-7012**



21 May 2013

Office of Equal Opportunity  
215 N. Olive Avenue, Suite 130  
West Palm Beach, FL 33401  
(561) 355-4884  
Fax: (561) 355-4932  
[www.pbcgov.com/eequalopportunity](http://www.pbcgov.com/eequalopportunity)

**Via Facsimile (202) 663-4178 and Regular Mail**

Equal Employment Opportunity Commission  
Acquisition Services Division  
131 M Street, NE, 4<sup>th</sup> Floor  
Washington, DC 20507  
Attn.: Anthony R. Price, Contracting Officer

Re: Contract No. EECN120020, Modification No. 0001  
Palm Beach County Office of Equal Opportunity

Dear Mr. Price:

This correspondence is to acknowledge receipt of the Contract No. EECN120020, Modification No. 0001 and Standard Form (SF) 30. Pursuant to the instructions in your transmittal letter, it is requested that the Palm Beach County Office of Equal Opportunity be granted an extension of time within which to submit the signed contracts.

Pursuant to the Charter and Ordinances of Palm Beach County, Florida, all contracts must be approved by the Board of County Commissioners at a public meeting. We have prepared the required documents to have this contract approved by the Board of County Commissioners at the June 18, 2013 meeting. Upon approval, the contracts will be returned to the EEOC via overnight express delivery.

If you wish to discuss this matter, please reach me at (561) 255-2558 or via e-mail at [Pguerrie@pbcgov.org](mailto:Pguerrie@pbcgov.org)

Sincerely,

A handwritten signature in black ink, appearing to read "Pamela Guerrier", is written over a circular stamp.

Pamela Guerrier, Director

Cc: EEOC, Miami District Office, State and Local Coordinator

■  
**Palm Beach County  
Board of County  
Commissioners**

Steven L. Abrams, Chairman  
Priscilla A. Taylor, Vice Chair  
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Shelley Vana  
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**County Administrator**

Robert Weisman

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Affirmative Action Employer"

printed on recycled paper



2013 -

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT**

Fund 0001 General Fund

BGRV 052113\*583  
BGEX 052113\*1607

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/21/13	REMAINING BALANCE
<b>Revenues</b>							
400-4160-4900 Charges for Services-Other	82,000	82,000	500	0	82,500		
<b>TOTAL RECEIPTS &amp; BALANCES</b>	1,037,880,761	1,067,236,030	500	0	1,067,236,530		
<b>Expenditures</b>							
400-4160-4801 Promotl Activities (Ord 86-19)	5,450	5,450	500	0	5,950	1,593	4,357
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>	1,037,880,761	1,067,236,030	500	0	1,067,236,530		

Office of Financial Management & Budget

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

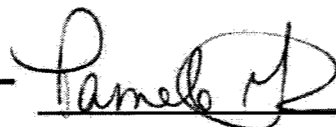
AT MEETING OF

June 18, 2013

Deputy Clerk to the

Board of County Commissioners

INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

 21 May 2013