

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

3A-1

AGENDA ITEM SUMMARY

MEETING DATE: July 22, 2014

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 (EECCN120020) No. 0003 [R-2012-0659] with the U. S. Equal Employment Opportunity Commission (EEOC) allowing the Office of Equal Opportunity to receive revenue in the total amount of \$93,450.00 as payment for processing and resolving employment discrimination complaints. B) An upward budget amendment of \$11,450.00 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. Modification No. 0003 is for FY 2013 - 2014 and is in the amount of \$93,450.00 (\$90,350.00-charge processing; \$500.00 Intake Services, \$1,600.00 - attendance at EEOC sponsored annual training); and \$1,000.00- FEPA engagement funding. 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 139 charges. Attached to the Modification No. 0003 is the FY 2014 Extension of Worksharing Agreement signed by the County Administrator on September 26, 2013. 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.

Modification No. 0003 is retroactive to October 1, 2013. EEOC distributed the FY 2013 - 2014 contracts to state and local agencies via letter dated June 9, 2014. (The contract was received by OEO on June 16, 2014). 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. Amendment of Solicitation/Modification of Contract (EECCN120020), No. 0003 (3)
3. OEO Letter to EEOC re: Extension of Submission Deadline
4. Budget Amendment

Recommended by: Pamela [Signature] Department Director 25 June 2014 Date

Approved by: [Signature] Assistant County Administrator _____ Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>93,450</u>	_____	_____	_____	_____
External Revenues	(<u>93,450</u>)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	__0__	__0__	__0__	__0__	__0__

Is Item Included in Current Budget? Yes _____ No 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:

[Signature]

 OFMB
 6/23

[Signature] 6/25/14

 Contract Administration
 6-25-14 *[Signature]*

B. Legal Sufficiency:

[Signature]

 Assistant County Attorney

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

JUN - 9 2014

LOCAL OPPORTUNITY
14 JUN 16 PM 3:11
[Handwritten signature]

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. EECCN120020, Modification No. 0003

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, 4th 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,

A handwritten signature in black ink, appearing to be "A. Price", written over a large, loopy flourish.

Anthony R. Price, Contracting Officer
Acquisition Services Division

Enclosure(s)

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. 2114FP0070	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	FPMIA
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)		
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. EECCN120020		
		10B. DATED (SEE ITEM 13) 05/21/2012		
CODE 000239	FACILITY CODE			

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) Net Increase: \$93,450.00
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	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 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 2.

PURSUANT TO SECTION I, 52.217-9 TO EXTEND THE TERM OF THE CONTRACT, THE GOVERNMENT HEREBY EXERCISES OPTION YEAR 2 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. EECCN120020 IS REVISED AS FOLLOWS:

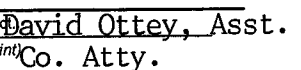
Delivery Location Code: MIA00
Miami District Office
One Biscayne Tower Suite 2700
Continued ...

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 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) Priscilla A. Taylor, Mayor, BCC	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 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)

NAME OF OFFEROR OR CONTRACTOR
PALM BEACH COUNTY

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 0013 as follows:				
0013	OPTION YEAR 2 - 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: \$90,350.00 Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSLPOSLCR00- FPMIA0-251010 Funded: \$90,350.00 Add Item 0014 as follows:	139	JA	650.00	90,350.00
0014	OPTION YEAR 2 - 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: \$500.00 Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSLPOSLINTK- FPMIA0-251010 Funded: \$500.00 Add Item 0015 as follows:	10	JA	50.00	500.00
0015	OPTION YEAR 2 - FY 2014 EEOC/FEPA TRAINING CONFERENCE: Training to facilitate successful Continued ...	1	JA	1,600.00	1,600.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EECCN120020/0003

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)
	completion of contract, which must include attendance at EEOC - Sponsored Annual Conference. Obligated Amount: \$1,600.00 Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSLP0SLTRNG-FPMIA0-251010 Funded: \$1,600.00 Add Item 0016 as follows:				
0016	OPTION YEAR 2 - FY 2014 FEPA Engagement Funding: 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 TOTAL OBLIGATION FOR CONTRACT NO. EECCN120020 IS INCREASED BY \$93,450.00 FROM \$179,400.00 TO \$272,850.00. 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 **01/25/2012**, 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 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").

To: A. The period of performance under this contract shall be from **October 1, 2013** through **September 30, 2014**.

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 E

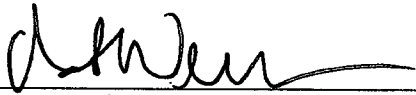
Attachment E - Worksharing Agreement for FY 2014 - 1 Page

Attachment 5

FY 2014 EXTENSION OF WORKSHARING AGREEMENT

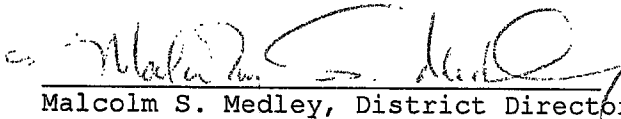
Inasmuch as there have been no substantive changes in the processes, procedures, statutes, policies or regulations that would adversely affect or substantially alter the work sharing arrangement between the Miami District Office and the Palm Beach County Office of Equal Opportunity, or that would affect 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 26, 2013 through the FY 2014 Charge Resolution Contract Option Period.

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. 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 Worksharing Agreement may be reopened and amended by mutual consent of the parties.



 Robert Weisman, County Administrator
 Palm Beach County

9/26/13
 Date



 Malcolm S. Medley, District Director

11/7/13
 Date

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. 2114FPPLP0070	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 FPMIA
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

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) Net Increase: \$93,450.00
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	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 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 2.

PURSUANT TO SECTION I, 52.217-9 TO EXTEND THE TERM OF THE CONTRACT, THE GOVERNMENT HEREBY EXERCISES OPTION YEAR 2 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. 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
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) Priscilla A. Taylor, Mayor, BCC	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony Price
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
PALM BEACH COUNTY

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 0013 as follows:				
0013	OPTION YEAR 2 - 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: \$90,350.00 Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSLPOSLCR00-FPMIA0-251010 Funded: \$90,350.00 Add Item 0014 as follows:	139	JA	650.00	90,350.00
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0015	OPTION YEAR 2 - FY 2014 EEOC/FEPA TRAINING CONFERENCE:Training to facilitate successful Continued ...	1	JA	1,600.00	1,600.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EECCN120020/0003

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)
0016	<p>completion of contract, which must include attendance at EEOC - Sponsored Annual Conference. Obligated Amount: \$1,600.00</p> <p>Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSLPSLTRNG-FPMIA0-251010 Funded: \$1,600.00</p> <p>Add Item 0016 as follows:</p> <p>OPTION YEAR 2 - FY 2014 FEPA Engagement Funding: 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</p> <p>Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSLPSLJOUT-FPSLP0-251010 Funded: \$1,000.00</p> <p>AS A RESULT OF THIS MODIFICATION, THE TOTAL OBLIGATION FOR CONTRACT NO. EECCN120020 IS INCREASED BY \$93,450.00 FROM \$179,400.00 TO \$272,850.00.</p> <p>EXCEPT AS STATED ABOVE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p>	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 **01/25/2012**, 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 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").

To: A. The period of performance under this contract shall be from **October 1, 2013** through **September 30, 2014**.

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 E

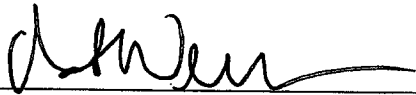
Attachment E - Worksharing Agreement for FY 2014 - 1 Page

Attachment 5

FY 2014 EXTENSION OF WORKSHARING AGREEMENT

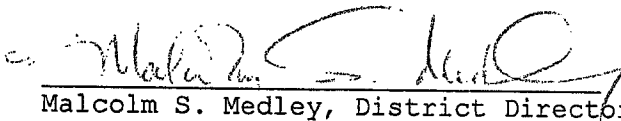
Inasmuch as there have been no substantive changes in the processes, procedures, statutes, policies or regulations that would adversely affect or substantially alter the work sharing arrangement between the Miami District Office and the Palm Beach County Office of Equal Opportunity, or that would affect 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 26, 2013 through the FY 2014 Charge Resolution Contract Option Period.

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. 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 Worksharing Agreement may be reopened and amended by mutual consent of the parties.



 Robert Weisman, County Administrator
 Palm Beach County

9/26/13
 Date



 Malcolm S. Medley, District Director

11/7/13
 Date

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. 2114FPPLP0070	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	FPMIA
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	10A. MODIFICATION OF CONTRACT/ORDER NO. EECCN120020	
			10B. DATED (SEE ITEM 13) 05/21/2012	

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) Net Increase: \$93,450.00
See Schedule

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

<u>CHECK ONE</u>	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 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.)

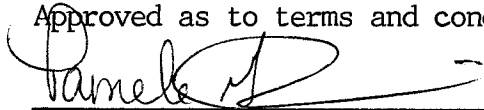
PURPOSE: EXERCISE OPTION YEAR 2.

PURSUANT TO SECTION I, 52.217-9 TO EXTEND THE TERM OF THE CONTRACT, THE GOVERNMENT HEREBY EXERCISES OPTION YEAR 2 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. 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, OE6

Approved as to form
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)
	Anthony Price
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EECCN120020/0003

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)
	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 0013 as follows:				
0013	OPTION YEAR 2 - 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: \$90,350.00 Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSLPOS LCR00-FPMIA0-251010 Funded: \$90,350.00 Add Item 0014 as follows:	139	JA	650.00	90,350.00
0014	OPTION YEAR 2 - 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: \$500.00 Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSLPOS LINTK-FPMIA0-251010 Funded: \$500.00 Add Item 0015 as follows:	10	JA	50.00	500.00
0015	OPTION YEAR 2 - FY 2014 EEOC/FEPA TRAINING CONFERENCE:Training to facilitate successful Continued ...	1	JA	1,600.00	1,600.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EECCN120020/0003

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)
	completion of contract, which must include attendance at EEOC - Sponsored Annual Conference. Obligated Amount: \$1,600.00 Accounting Info: 4501001414BD20140100001014SLP00014PS0FPSLPOSLTRNG-FPMIA0-251010 Funded: \$1,600.00 Add Item 0016 as follows:				
0016	OPTION YEAR 2 - FY 2014 FEPA Engagement Funding: 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: 4501001414BD20140100001014SLP00014PS0FPSLPOSLJOUT-FPSLP0-251010 Funded: \$1,000.00 AS A RESULT OF THIS MODIFICATION, THE TOTAL OBLIGATION FOR CONTRACT NO. EECCN120020 IS INCREASED BY \$93,450.00 FROM \$179,400.00 TO \$272,850.00. 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 01/25/2012, 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 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").

To: A. The period of performance under this contract shall be from **October 1, 2013** through **September 30, 2014**.

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 E

Attachment E - Worksharing Agreement for FY 2014 - 1 Page

Attachment 5

FY 2014 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 26, 2013 through the FY 2014 Charge Resolution Contract Option Period.

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. 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 Worksharing Agreement may be reopened and amended by mutual consent of the parties.



 Robert Weisman, County Administrator
 Palm Beach County

9/26/13
 Date



 Malcolm S. Medley, District Director

11/7/13
 Date



FAX

For – Anthony Price, Contracting Officer

Fax number – (202) 663-4178

From – Pamela Guerrier, Director
Palm Beach County Office of Equal Opportunity



Date – 19 June 2014

Regarding – Request for Extension to Submit Signed Contracts

Number of pages - 2

Comments – Attached please find the request for extension.





19 June 2014

Via Facsimile (202) 663-4178 and Regular Mail

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

Re: Contract No. EECN120020, Modification No. 0003
Palm Beach County Office of Equal Opportunity

Dear Mr. Price:

This correspondence is to acknowledge receipt of the Contract No. EECN120020, Modification No. 0003 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 July 22, 2014 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

Sincerely,

A handwritten signature in black ink, appearing to read "Pamela Guerrier".

Pamela Guerrier, Director

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

Office of Equal Opportunity
301 N. Olive Avenue, 10th Floor
West Palm Beach, FL 33401
(561) 355-4884
Fax: (561) 355-4932
www.pbcgov.com/equalopportunity

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

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

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

2014 -

Attachment 4

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

Fund 0001 General Fund

BGRV 062014*587
BGEX 062014*1529

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/20/14	REMAINING BALANCE
<u>Revenues</u>							
400-4160-4900 Charges for Services-Other	82,000	82,000	11,450	0	93,450		
TOTAL RECEIPTS & BALANCES	1,070,918,243	1,082,193,339	11,450	0	1,082,204,789		
<u>Expenditures</u>							
400-4160-4001 Travel and Per Diem	2,000	2,000	11,450	0	13,450	83	13,367
TOTAL APPROPRIATIONS & EXPENDITURES	1,070,918,243	1,082,193,339	11,450	0	1,082,204,789		

Office of Financial Management & Budget

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

Signatures & Dates

Pamela D. 20 June 2014

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

July 22, 2014

Deputy Clerk to the
Board of County Commissioners