#### Agenda Item #:

3A-3

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

<b>MEETING DATE: 6/21/16</b>		[X] Consent	[] Regular
		[] Ordinance	[] Public Hearing
Department:	<b>Equal Opportunity</b>		
Submitted By:	<b>Equal Opportunity</b>		
	3 W 45 W 4		

### I. EXECUTIVE BRIEF

# Motion and Title: Staff recommends motion to approve:

A) an Amendment of Solicitation/Modification of Contract (Contract No. EEC45015C0047P00001) with the U. S. Equal Employment Opportunity Commission (EEOC) in the total amount of \$74,600 as payment for processing and resolving employment discrimination complaints; and

B) a downward budget amendment of \$5,400 in the General Fund to adjust the budget to the actual contract.

Summary: Execution of the 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 Contract is for FY 2015-2016 and is in the amount of \$74,600 (\$70,700 - charge processing; \$1,500 Intake Services, \$1,400 - attendance at EEOC sponsored annual training and \$1,000 for FEPA engagement funding). EEOC contracts for all Fair Employment Practices Agencies nationwide provide payment at a rate of \$700 per charge. OEO's contract is for a total of 101 charges. No County funds are required. (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, 2015. EEOC distributed the FY 2015-2016 contracts to state and local agencies via letter dated May 17, 2016. 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 (EEC45015C0047P00001)
- 3. OEO Letter to EEOC re: Extension of Submission Deadline
- 4. Budget Amendment

Recommended by:	1 amelo/f	61 um 2016
	Department Director	Date
Approved by:	Nancy & Bolh	(0/10/1/0
	Assistant County Administrator	Date

# II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:	
Fiscal Years 2016 2017 2018 2019 2020 Capital Expenditures Operating Costs (5,400) External Revenues +5,400 Program Income (County) In-Kind Match (County)	
NET FISCAL IMPACT -0000-	
# ADDITIONAL FTE POSITIONS (Cumulative)00000	
Is Item Included in Current Budget? Yesx No Budget Account No.: Fund_0001 Department_400_ Unit_4160_ Object_4900 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 SEqual Employment Opportunity Commission.	States
C. Departmental Fiscal Review:	
III. REVIEW COMMENTS:	
A. OFMB Fiscal and/or Contract Dev. and Control Comments:	5
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

Office of the Chief Financial Officer

MAY 17 2016

Palm Beach County Office of Equal Opportunity Attn: FEPA Director 301 North Olive Ave, 10th Floor West Palm Beach, FL 33401

RE: Contract No. FEC45015C00470001

Dear FEPA Director:

Enclosed is a copy of the Standard Form (SF) 30 of the entire contract and all attachments.

In order to expedite the execution of this modification, please return two (2) signed copies of the <u>SF 30 only</u> 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 modification document with all attachments is for your records.

Upon execution by the Government, one (1) fully executed copy of the modification 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)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	PAGE OF PAGES	
AMENDMENT/MDDIFICATION NO. 3.EFFECTIVE DATE 20/01/2015	4.AEQUISITION/PURCHASS	REQ. NO.	5, PROJECT NO(Il applicble)		
ISSUED BY CODE ERISO	7. ADMINISTERED BY (III	other than item 6)	CODE EE465		
EDO OCFO ASD 31 M Street, N.E., 4th Floor Washington, DC 20507	EEOC Miami Distr Miami Tower, 100 Miami, FL 33131		1 15		
NAME AND ADDRESS, OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A,AMENDMENT	of soliciation no		
PALM BEACH COUNTY OFFICE OF EQUAL OPPORTUITY					
PEST PALM BEACH, FL 33401-4795		9B, DATED (SEE)	EM III		
			N OF CONTRACT/ORDER NO.		
		EEC45015C00			
		07/01/2015			
GDE LOCU78479481 FACILITYCODE					
11. THIS ITEM ONLY APPLIES TO A	MENDMENTS OF SOLICIT	ATIONS			
The above numbered solicitation is amended as set forth in Item 14. The hour and date	e specified for receipt of Offers	ls exte	nded, is not extended.		
Offers must acknowledge receipt of this amendment prior to the hour and date specified in to gliby completing items 8 and 15, and returning in (c) By separate letter or telegram which includes a televence to the solicitation and amend ESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIF ED MAY Ra fready submitted, such change may be made by telepram or letter projded each telegram mendment, and is received prior to the opening hour and date specifies.	; (b) By acknowledging receipt of I dment numbers, FAILURE OF YOU RESULT IN REJECTION OF YOUR OF	his amendment on each to R ACKNOWLEDGMENT TO FERL If by virtue of this am	py of the oner submitted; RE RECEIVED AT THE PLACE		
2_ACCOUNT:NG AND APPROPRATION DATA (If required) See Schedule				<del></del>	
13. THIS ITEM ONLY APPLIES TO MODI	IFICATION OF CONTRACT	IS/ORDERS.			
IT MODIFIES THE CONTRACT/ORDE	er no. as described in	ITEM 14.	CONTRACT ORDER		
CHECK ONE A THIS CHANGE ORDER IS ISSUED PURSUANT TO; (Specify author)	iny) The Changes set forth in	(liew 14 We wype in 14	COMINALI ONDER		
THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT	T THE ADMINISTRATIVE CHANGES	(sựch as cha	ges in paying office,		
appropriation date, etc. ) SET FORTH IN ITEM 14, PURSUANT TO THE.			<del></del>		
THIS SUPPLEMENTAL AGRECIMENT IS ENTERED AND PORTUGATION TO AL	, 1112.417 P.O.				
D. OTHER (Specify type of modification and authority) Section 1, 52.317-9 Option to Extend the T	Term of the Contract.				
	his document and return	<u>2</u> co	pies to the issuing office.		
4. DESCRIPTION OF AMENDMENT/MODIFICATION   Organized by UCF section heading	gs, including solicitation/contract su	bject matter where leasible.			
	;				
MODIFICATION CONTROL NUMBER TECASO1500047P20001					
SUMMARY OF CHANGES: EXERCISE OPTION YEAR 1					
FURSUANT TO SECTION I, 52,217-9 ENT THE GOVERNMENT HEREBY EXERCISES OFF PERIOD OF TWELVE (12) MONTHS COMMEN (SEE ATTACHMENT NO. 1 FOR DETAILS)	TITHED "OFFICE TO EXTENCION YEAR 1 TO EXTENCION ON OCTOBER 1, 24	END THE TERM OF T CONTRACT PERFORM NS THROUGH SEPTE	HE CONTRACT". NANCE FOR A MEER 30, 2016.		
PURSUANT TO SECTION I, 52,217-9 ENT. THE GOVERNMENT HEREBY EXERCISES OPT. PERIOD OF TWELVE (12) MONTHS COMMENT (SEE ATTACHMENT NO. 1 FOR DETAILS)	ACING ON OCTOBER 1, 2	125 IRROUGH SEFF	This is a second		
PURSUANT TO SECTION I, 52.217-9 ENT. THE GOVERNMENT HEREBY EXERCISES OPT. PERIOD OF TWELVE (12) MONTHS COMMENT (SEE ATTACHMENT NO. 1 FOR DETAILS)  Except as provided herein, all terms and conditions of the document referenced in tem 9Ac	ACING ON OCTOBER 1, 2	nains unchanged and in fu	This is a second		
PURSUANT TO SECTION I, 52,217-9 ENT. THE GOVERNMENT HEREBY EXERCISES OPT. PERIOD OF TWELVE (12) MONTHS COMMENT (SEE ATTACHMENT NO. 1 FOR DETAILS)  Except as provided herein, all terms and conditions of the document referenced in tem 9A	or 10A, as heretofore changed, res	nains unchanged and in fu	l force and effect.	<del></del>	
PURSUANT TO SECTION I, 52.217-9 ENT. THE GOVERNMENT MERENY EXERCISES OPT. PERIOD OF TWELVE (121 MONTHS COMMENT (SEE ATTACHMENT NO. 1 FOR DETAILS)  Except as provided herein, all terms and conditions of the document referenced in (em 9A of 15A NAME and THLEGF SIGNER (Type or pm: U)	or 10A, as heretofore changed, restification of the price	mains unchanged and in fu INTRACTING OFFICER	l force and ellect. (Type or print)		
PURSUANT TO SECTION I, 52.217-9 ENT. THE GOVERNMENT MERENY EXERCISES OPT. PERIOD OF TWELVE (121 MONTHS COMMENT (SEE ATTACHMENT NO. 1 FOR DETAILS)  Except as provided herein, all terms and conditions of the document referenced in (em 9A of 15A NAME and THLEGF SIGNER (Type or pm: U)	or 10A, as heretofore changed, restification of the price	mains unchanged and in fu INTRACTING OFFICER	l force and effect.		
PURSUANT TO SECTION I, 52.217-9 ENT. THE GOVERNMENT HEREBY EXERCISES OPT. PERIOD OF TWELVE (121 MONTHS COMMEN) (SEE ATTACHMENT NO. 1 FOR DETAILS!  Except as provided herein, all terms and conditions of the document referenced in tem 9A of 19A NAME AND THE GETSIGNER (Type or pm: U)  15E. CONTRACTOR/OFFEROR.  15C. DATE SIGNED	or 10A, as heretofore changed, re-   16A, NAME AND HILE OF CC   Price, Anthony R   Contracting Office     16B, UNITED STATES OF AMAIL	mains unchanged and in fu INTRACTING OFFICER	l force and ellect. (Type or print)	<del></del>	
FURSUANT TO SECTION I, 52.217-9 ENT. THE GOVERNMENT HEREBY EXERCISES OPT. PERIOD OF TWELVE (121 MONTHS COMMENT (SEE ATTACHMENT NO. 1 FOR DETAILS!  Except as provided herein, all terms and conditions of the document referenced in tem 9Action and the comment referenced in tem 9Action and 1911 and 1912 and 1913 and 1914	or 10A, as heretofore changed, re-   16A, NAME AND HILE OF CC   Price, Anthony R   Contracting Office     16B, UNITED STATES OF AMAIL	mains unchanged and in funithacting Officer  Tex.  Tex.  Tex.  Tex.  Text of Controcting Officer)	l force and ellect. (Type or print)		
PURSUANT TO SECTION I, 52.217-9 ENT. THE GOVERNMENT HEREBY EXERCISES OPT. PERIOD OF TWELVE (121 MONTHS COMMEN) (SEE ATTACHMENT NO. 1 FOR DETAILS!  Except as provided herein, all terms and conditions of the document referenced in Jem 9A of 19A NAME AND THE GENERAL (Type or pm: U)  ISB. CONTRACTOR/OFFEROR  (Signature of person duthorized to sign)	or 10A, as heretofore changed, rer 16A, NAME AND WILE OF CO Price, Anchony R Contracting Offic 16B, UNITED STATES OF AMI	mains unchanged and in funithacting Officer  Text:  Text:	Il force and effect.  (Typic or print)  16C, DAJE SIGNED  DARD FORM 30 (REV. 10-83)	  cie	

EEC45015C0047P00001 Page 2 of 2

#### **Summary of Changes**

#### **Modification Changes**

Effective as of the date of this Modification No. EEC45015C0047P00001, IS REVISED AS FOLLOWS:

Line Number: 0005
Item Description: OPTION YEAR 1 - Title VII, ADEA, ADA, AND GINA CHARGE RESOLUTIONS:
Extended Description: The Extended Description Processing and Resolving Title VII, ADEA, ADA and GINA Charges.
Each Charge must have been filed since October 1, 2011, (or since October 1, 2010, 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. Period of Performance: 10/01/2015 ~ 09/30/2016
Unit of Measure and Quantity: 101 ea

Unit Price: \$700.00

Unit Price. \$700.00
Contract Type: Firm Fixed Price
Charge Account: 2016[0100B1616D[10SLPPS]FPSLP[NA]251010[999996[9999]SLCR]NA[NA]NA
Funded Value: \$70,700.00

Line Number: 0006

Line Number: 0000
Item Description: OPTION YEAR 1 - Title VII, ADEA, ADA, AND GINA INTAKE SERVICES
Extended Description: Provide Intake Services for charges, with affidavits, filed during the period October 1, 2015 to September 30, 2016, at a price of \$50 per charge. Period of Performance: 10/01/2015 ~ 09/30/2016
Unit of Measure and Quantity: 30 ea

Unit Price: \$50.00

One Free Sound: 2016[0100B1616D]10SLPPS[FPSLP]NA[251010]999996[9999[SLINTK]NA[NA]NA Funded Value: \$1,500.00

Line Number: 0007
Item Description: OPTION YEAR 1 - FY 2016 EEOC/FEPA TRAINING CONFERENCE:
Extended Description: Training to facilitate successful completion of contract, which must include attendance at EEOC Sponsored Annual Conference. Period of Performance: 10/01/2015 ~ 09/30/2016
Unit of Measure and Quantity: 1 ea
Unit Price: \$1,400.00
Charge Account: 2016|0100B1616D|10SLPPS|FPSLP|NA|251010|999996|9999|SLTRNG|NA|NA|NA

Funded Value: 51,400,00

Line Number: 8011
Item Description: OPTION YEAR 1 - FY 2016 FEPA ENGAGEMENT FUNDING:
Extended Description: 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. Period of Performance: 10/01/2015 - 09/30/2016

10/07/2015 ~ 09/30/2016
Unit of Measure and Quantity: 1 ea
Unit Office: \$1,000.00
Charge Account: 2016|010081616D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA
Funded Value: \$1,000.00

Reference Requisition No.: FP160081

As a result of this modification, the grand total for the contract is increased by \$74,600.00 from \$73,400.00 to \$148,000.00.

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

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 <u>05/18/2015</u>, is incorporated by reference into this contract.

To: Upon execution, the Worksharing Agreement dated <u>10/29/2015</u>, 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 2015 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 2016 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, 2014 and September 30, 2015 as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between October 1, 2015 and September 30, 2016 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, 2014 through September 30, 2015, with two one-year options to extend the term of the contract. (See Section 1, 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, 2015 through September 30, 2016.

#### 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 2015 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 2016 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 business days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the FY 2015 Contracting Principles in order to be eligible to receive contract credit.

To: Enter basic charge data into the IMS or successor system within five business days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the FY 2016 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 calendar days after the resolution of each charge to meet the requirement of Section III. B.2 of the FY 2015 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 calendar days after the resolution of each charge to meet the requirement of Section III. B.2 of the FY 2016 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 2015 contract must be received by the EEOC prior to September 30, 2015.

Page 2 of 6

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 2016 contract must be received by the EEOC prior to September 30, 2016.

Paragraph F.2.C is incorporated as follows:

#### C. Proposal for FY 2015 FEPA Engagement

From: The Contractor must submit to the Contracting Officer Representative prior to September 1, 2015, 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.

To: The Contractor must submit to the Contracting Officer Representative prior to September 30, 2016, 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 proposed to perform, and (3) which the EEOC finds to be feasible and acceptable.

### Section G - <u>CONTRACT ADMINISTRATION DATA</u>

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 de Paz, 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 10, July 10, and October 9, 2015). 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 11, July 11, and October 11, 2016). 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 H - SPECIAL CONTRACT REQUIREMENTS

Paragraph H.10 is incorporated as follows:

#### H.10 FEPA ENGAGEMENT FUNDING

From: 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, 2015, 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.

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 30, 2016, 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.

Paragraph H.11 is incorporated as follows:

# H.11 INFORMATION SECURITY RELATED TO USE OF EEOC'S INTEGRATED MISSION SYSTEM (IMS) OR SUCCESSOR SYSTEM

FEPA Directors are responsible for authorizing IMS or successor system account creation and determining the appropriate level of system access to provide each user by employing the concept of least privilege – providing the minimal level of access required to perform their job functions. When determining the appropriate level of access for a user, the FEPA Director must consider the status of the user's government background investigation (whether completed or in-process). Depending on the business need and sensitivity of the data, it may be appropriate to limit/restrict a user's system access until the background investigation is completed.

FEPA Directors must ensure that, upon a user's separation, IMS or successor system access is removed and system accounts are disabled as of the close-of-business on the employee's separation date.

Inactive accounts (accounts that have not been logged in within 30 days) will be disabled by the EEOC.

A certification of system accounts by each FEPA Director must be performed annually. During this review a list of active system users will be forwarded to the FEPA Director for their review. Each FEPA Director or their designee must review the account listing to ensure that all individuals listed for each system have the need and the proper level of access for each system. Any modifications or deletions must be forwarded by the Director to EEOC for action and the Director must then certify the accuracy of the report. This process has been automated to be accessed, reviewed, and certified from within the IMS system or successor system.

Users must access IMS or successor system from workstations that are compliant with the security and privacy policy requirements of their state/local government oversight bodies. At a minimum, workstations must include anti-virus protection that is updated on a regular basis.

FEPA Directors are responsible for ensuring that their employees, contractors, contingent workers, and all other users of EEOC's IMS or successor system receive Information Security Awareness Training on an annual basis.

## Section J - LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D

Attachment D - Worksharing Agreement for FY 2016 - 1 Page

#### Attachment

#### FY 2016 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 May 18, 2015 through the FY 2016 Charge Resolution Contract Option Period, from October 1, 2015 through September 30, 2016. 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.

Verdenia C. Baker, County Administrator

Palm Beach County

FEPA: Palm Beach County Office of Equal Opportunity

Ozzie Black, Acting District Director

U.S. Equal Employment Opportunity Commission

Miami District Office

Approved as to form and legal sufficiency

10/20/15 Date 10/29/15

112012 Pamela Guerrier, Director, OEO

Approved as to terms and conditions

Director, OEO

Chief Assistant County Attorney



#### Office of Equal Opportunity

301 N. Olive Avenue, 10th Floor West Palm Beach, FL 55401 (561) 355-4884 Fax: (561) 355-4932 www.pbcgov.com/equalopportunity

#### Palm Beach County Board of County

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

#### County Administrator

Verdenia C. Baker

An Equal Oppo

18 May 2016

# 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

· Contract No. EEC45015C00470001

Palm Beach County Office of Equal Opportunity

Dear Mr. Price:

This correspondence is to acknowledge receipt of the Contract No. EEC45015C00470001 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 21, 2016 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,

Pamela Guerrier, Director

EEOC, Miami District Office, State and Local Coordinator



printed on recycled paper



Administration/Budget Department Approval

**OFMB Department - Posted** 

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

#### Fund 0001 General Fund

BGRV 052016\*477 BGEX 052016\*1406

Deputy Clerk to the

**Board of County Commissioners** 

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/20/16	REMAINING BALANCE
Revenues							
400-4160-4900 Charges for Services-Other	80,000	80,000	0	5,400	74,600		
TOTAL RECEIPTS & BALANCES	1,175,064,887	1,200,161,158	0	5,400	1,200,155,758		
<u>Expenditures</u>							
400-4160-4007 Travel - Mileage	7,300	7,300	0	5,400	1,900	364	1,536
TOTAL APPROPRIATIONS & EXPENDITURES	1,175,064,887	1,200,161,158	0	5,400	1,200,155,758		
Office of Financial Management & Budget		Signatures	& Dates		BY BOARD O	F COUNTY COMMI	SSIONERS
INITIATING DEPARTMENT/DIVISION	- Jamela		24 May 20	o// <sub>6</sub> -		AT MEETING OF	