

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2020 | 2021 | 2022 | 2023 | 2024 |
|------------------------------------------------|-----------|-----------|-----------|-----------|-----------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | 3,000 | | | | |
| External Revenues | (3,000) | | | | |
| 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 X No _____

Does this Item include the use of federal funds? Yes X No _____

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
Program Category _____

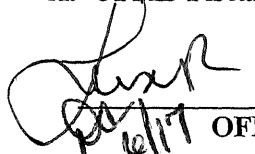
B. Recommended Sources of Funds/Summary of Fiscal Impact:

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.

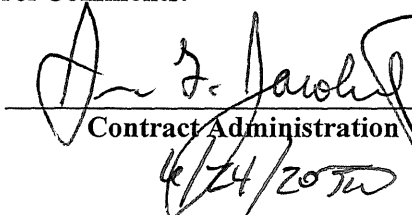
C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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




 OFMB
 6/18/2020
 6/19



 Contract Administration
 6/24/2020

B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

_____ Department Director

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

Kenette Penny-Baker

From: Kenette Penny-Baker
Sent: Tuesday, June 9, 2020 2:28 PM
To: Kenette Penny-Baker
Subject: FW: 45310018C0053-Palm Beach-FEPA Modification
Attachments: Final-1-45310018C0053-P00002.pdf

From: TIA HASLETT <TIA.HASLETT@EEOC.GOV>
Sent: Monday, June 8, 2020 9:01 AM
To: Pamela Guerrier <PGuerrie@pbcgov.org>
Cc: JAMES YAO <JAMES.YAO@EEOC.GOV>; TONYA DAVIS <TONYA.DAVIS@EEOC.GOV>; INA DEPAZ <INA.DEPAZ@EEOC.GOV>
Subject: 45310018C0053-Palm Beach-FEPA Modification

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Good Morning,

The attached file contains a copy of the above subject FEPA Contract Modification. It is submitted for your review and signature.

In order to expedite the full execution of the above-mentioned contract, it is requested that you return a signed copy to me the Contracting Officer for final execution.

Please, reply via e-mail to my attention to confirm receipt of this message and the attachment at your earliest convenience.

Reference:
EEOC Contract No.: 45310018C0053
Modification No.: P00002
Description: State and Local Fair Employment Practices Agencies (FEPAs)
EEOC Requisition: FP200113
Current Obligation Amount: \$77,000.00 – Option Year 2

Respectfully,

Ms. Tia Haslett
Supervisory Contracting Officer
Acquisition Services Division (ASD)
U.S. Equal Employment Opportunity Commission
131 M St., N.E.
Washington, DC 20507
(202) 663-4247 (office)
(202) 674-6684 (mobile)

| | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 8 |
| 2. AMENDMENT/MODIFICATION NO. 45310018C0053P00002 | 3. EFFECTIVE DATE 10/01/2019 | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington, DC, 20507 | CODE 453100 | 7. ADMINISTERED BY (If other than Item 6) EEOC Office of Field Programs - State and Local 131 M Street, N.E., 5th Floor Washington, DC, 20507 | CODE EE450 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) COUNTY OF, PALM BEACH 301 N OLIVE AVE FRNT WEST PALM BEACH, FL, 334014705 | | (X) | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | 9B. DATED (SEE ITEM 11) | |
| | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. 45310018C0053 | |
| | | | 10B. DATED (SEE ITEM 13) 07/03/2018 | |
| CODE LOC078470481 | 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 ACKNOWLEDGMENT 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 your 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

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. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | 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). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) 52.217-9-Option to extend the term of the contract. |

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MODIFICATION CONTROL NUMBER: 45310018C0053P00002

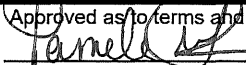
SUMMARY OF CHANGES: EXERCISE OPTION YEAR 2

PURSUANT TO SECTION I, 52.217-9 ENTITLED "OPTION 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 ON OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 (SEE ATTACHMENT NO. 1 FOR DETAILS).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|-----------------------------------------------|------------------|------------------------------------------------------------|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| | | Haslett, Tia S Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | (Signature of Contracting Officer) | |

NSN 7540-01-152-8070
Previous edition unusable

Approved as to terms and conditions

Pamela Guerrier, Director
Office of Equal Opportunity

Approved as to form and legal sufficiency

County Attorney

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Modification Changes

Effective as of the date of this Modification No. **45310018C0053-P00002** is revised as follows:

1. Line Item Number(s):

Line Number: **0011**

Item Description: OPTION YEAR 2 - 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, 2015, (or since October 1, 2014, 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: 10/01/2019 - 09/30/2020

Unit of Measure and Quantity: 89 each

Unit Price: \$800.00

Contract Type: Firm Fixed Price

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLCR|NA|NA|NA

Funded Value: **\$71,200.00**

Line Number: **0012**

Item Description: OPTION YEAR 2 - Title VII, ADEA, ADA, AND GINA **INTAKE SERVICES**

Extended Description: Provide Intake Services for charges, with affidavits, filed during the period October 1, 2019 to September 30, 2020, at a price of \$80 per charge. Period of Performance: **10/01/2019 - 09/30/2020**

Unit of Measure and Quantity: 40 each

Unit Price: \$80.00

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLINTK|NA|NA|NA

Funded Value: **\$3,200.00**

Line Number: **0013**

Item Description: OPTION YEAR 2 - FY 2020 EEOC/FEPA **TRAINING:**

Extended Description: Training to facilitate successful completion of contract, which must include attendance at EEOC

- Sponsored Annual Conference. Period of Performance: **10/01/2019 - 09/30/2020**

Unit of Measure and Quantity: **1 ea**

Unit Price: **\$1,600.00**

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLTRNG|NA|NA|NA

Funded Value: **\$1,600.00**

Line Number: **0014**

Item Description: OPTION YEAR 2 - FY 2020 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 prior to 09/30/2020. Period of Performance: **10/01/2019 - 09/30/2020**

Unit of Measure and Quantity: 1 LT

Unit Price: **\$1,000.00**

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA

Funded Value: **\$1,000.00**

Reference Requisition No.: **FP200113**

2. As a result of this modification, the grand total for the contract is increased by **\$77,000.00** from \$152,160.00 to **\$229,160.00**

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

Section C – DESCRIPTIONS AND SPECIFICATIONS

Section II, Paragraph B of the Statement of Work – The last sentence is revised to read as follows:

From: Upon execution, the Worksharing Agreement dated **11/14/2018**, is incorporated by reference into this contract.

To: Upon execution, the Worksharing Agreement dated **10/28/2019**, 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 **2019** 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 **2020** 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, 2018 and September 30, 2019** as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2019 and September 30, 2020** as follows:

Section D – PACKAGING AND MARKING

Section D is revised to incorporate the language, "Charge/case file material and reports to be furnished to the designated field office may be through the regular U.S. mail and should be adequately packaged to assure safe delivery to the designated office or via electronic

transmission."

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, 2018 through September 30, 2019**, 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, 2019 through September 30, 2020**.

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 2019** 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 2020** 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 2019** 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 2020** 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 2019** 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 2020** 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 2019** contract must be received by the EEOC prior to September 30, **2019**.

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 2020** contract must be received by the EEOC prior to September 30, **2020**.

Paragraph F.2.C is incorporated as follows:

C. Proposal for FY 2020 FEPA Engagement

From: The Contractor must submit to the Contracting Officer Representative prior to **September 30, 2019**, 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, 2020**, 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 – CONTRACT ADMINISTRATION DATA

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. 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, **must be 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. 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 or by email to Contracting Officer Tia Haslett, Tia.Haslett@eoc.gov.

Section H – SPECIAL CONTRACT REQUIREMENTS

Paragraph H.1 incorporate changes as follows:

H.1 TITLE VII, ADA AND GINA CONFIDENTIALITY PROVISIONS

FROM:

A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA as those provisions are interpreted by the EEOC. The Contractor shall not make public in any manner whatever the following information if said information was obtained from the EEOC:

1. The existence of a Title VII, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit has been instituted,

2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA lawsuit involving that information has been instituted and,

3. Things said or done by the parties (i.e. charging parties and respondents, and the EEOC) during the settlement efforts or conciliation of a charge, unless a Title VII, ADA and/or GINA lawsuit has been instituted.

4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

B. EEOC-furnished EEO Reports may be made public by the Contractor during a hearing conducted by the Contractor that involves the above information.

TO:

A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA as those provisions are interpreted by the EEOC. The Contractor shall not make public in any manner whatever the following information if said information was obtained from the EEOC:

1. The existence of a Title VII, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit based on that charge has been instituted,

2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA lawsuit based on a charge involving that information has been instituted and,

3. Things said or done by the parties (i.e. charging parties and respondents, and the EEOC) during the settlement efforts or conciliation of a charge.

4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

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 30, 2019**, 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: 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, 2020**, 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 I – CONTRACT CLAUSES

Section I is revised as follows:

| Clause Number | Clause Title |
|----------------------|--------------------------------------------------------------------------------------|
| 52.204-13 | System for Award Management Maintenance. (OCT 2018) |
| 52.222-50 | Combating Trafficking in Persons. (JAN 2019) |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management. (OCT 2018) |
| 52.244-6 | Subcontracts for Commercial Items. (JAN 2019) |

Section J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D as follows:

Attachment D - Worksharing Agreement for FY 2020- 1 Page

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

Section G - Contract Administration Data

Distributions Added:

Distribution 1 Schedule 1 is added to the line item 0015.

Distribution 1 Schedule 1 is added to the line item 0016.

Distribution 1 Schedule 1 is added to the line item 0017.

Distribution 1 Schedule 1 is added to the line item 0018.

| | | | |
|------------------------------------------------------|---------------------------------|--------------------------------------------------|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. 45310018C0053P00002 | 3. EFFECTIVE DATE 10/01/2019 | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (If applicable) |
|------------------------------------------------------|---------------------------------|--------------------------------------------------|--------------------------------|

| | | | |
|-----------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 6. ISSUED BY EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington, DC, 20507 | CODE 453100 | 7. ADMINISTERED BY (If other than Item 6) EEOC Office of Field Programs - State and Local 131 M Street, N.E., 5th Floor Washington, DC, 20507 | CODE EE450 |
|-----------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF, PALM BEACH 301 N OLIVE AVE FRNT WEST PALM BEACH, FL, 334014705 | (X) | 9A. AMENDMENT OF SOLICITATION NO. |
| | <input type="checkbox"/> | 9B. DATED (SEE ITEM 11) |
| | <input checked="" type="checkbox"/> | 10A. MODIFICATION OF CONTRACT/ORDER NO. 45310018C0053 |
| | <input checked="" type="checkbox"/> | 10B. DATED (SEE ITEM 13) 07/03/2018 |

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 ACKNOWLEDGMENT 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 your 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

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. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | 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). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) 52.217-9-Option to extend the term of the contract. |

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MODIFICATION CONTROL NUMBER: 45310018C0053P00002

SUMMARY OF CHANGES: EXERCISE OPTION YEAR 2

PURSUANT TO SECTION I, 52.217-9 ENTITLED "OPTION 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 ON OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 (SEE ATTACHMENT NO. 1 FOR DETAILS).

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) | 15C. DATE SIGNED | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Haslett, Tia S Contracting Officer | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | (Signature of Contracting Officer) | |

Modification Changes

Effective as of the date of this Modification No. **45310018C0053-P00002** is revised as follows:

1. Line Item Number(s):

Line Number: **0011**

Item Description: OPTION YEAR 2 - 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, 2015, (or since October 1, 2014, 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: 10/01/2019 - 09/30/2020

Unit of Measure and Quantity: 89 each

Unit Price: \$800.00

Contract Type: Firm Fixed Price

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLCR|NA|NA|NA

Funded Value: **\$71,200.00**

Line Number: **0012**

Item Description: OPTION YEAR 2 - Title VII, ADEA, ADA, AND GINA **INTAKE SERVICES**

Extended Description: Provide Intake Services for charges, with affidavits, filed during the period October 1, 2019 to September 30, 2020, at a price of \$80 per charge. Period of

Performance: **10/01/2019 - 09/30/2020**

Unit of Measure and Quantity: 40 each

Unit Price: \$80.00

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLINTK|NA|NA|NA

Funded Value: **\$3,200.00**

Line Number: **0013**

Item Description: OPTION YEAR 2 - FY 2020 EEOC/FEPA **TRAINING:**

Extended Description: Training to facilitate successful completion of contract, which must include attendance at EEOC

- Sponsored Annual Conference. Period of Performance: **10/01/2019 - 09/30/2020**

Unit of Measure and Quantity: 1 ea

Unit Price: **\$1,600.00**

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLTRNG|NA|NA|NA

Funded Value: **\$1,600.00**

Line Number: **0014**

Item Description: OPTION YEAR 2 - FY 2020 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 prior to 09/30/2020. Period of Performance: **10/01/2019 - 09/30/2020**

Unit of Measure and Quantity: 1 LT

Unit Price: **\$1,000.00**

Charge Account:

2020|0100B2020D|10SLPPS|FP|SLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA

Funded Value: **\$1,000.00**

Reference Requisition No.: **FP200113**

2. As a result of this modification, the grand total for the contract is increased by **\$77,000.00** from \$152,160.00 to **\$229,160.00**

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

Section C – DESCRIPTIONS AND SPECIFICATIONS

Section II, Paragraph B of the Statement of Work – The last sentence is revised to read as follows:

From: Upon execution, the Worksharing Agreement dated **11/14/2018**, is incorporated by reference into this contract.

To: Upon execution, the Worksharing Agreement dated **10/28/2019**, 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 **2019** 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 **2020** 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, 2018 and September 30, 2019** as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2019 and September 30, 2020** as follows:

Section D – PACKAGING AND MARKING

Section D is revised to incorporate the language, "Charge/case file material and reports to be furnished to the designated field office may be through the regular U.S. mail and should be adequately packaged to assure safe delivery to the designated office or via electronic

transmission."

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, 2018 through September 30, 2019**, 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, 2019 through September 30, 2020**.

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 2019** 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 2020** 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 2019** 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 2020** 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 2019** 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 2020** 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 2019** contract must be received by the EEOC prior to September 30, **2019**.

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 2020** contract must be received by the EEOC prior to September 30, **2020**.

Paragraph F.2.C is incorporated as follows:

C. Proposal for FY 2020 FEPA Engagement

From: The Contractor must submit to the Contracting Officer Representative prior to **September 30, 2019**, 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, 2020**, 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 – CONTRACT ADMINISTRATION DATA

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. 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, **must be 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. 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 or by email to Contracting Officer Tia Haslett, Tia.Haslett@eoc.gov.

Section H – SPECIAL CONTRACT REQUIREMENTS

Paragraph H.1 incorporate changes as follows:

H.1 TITLE VII, ADA AND GINA CONFIDENTIALITY PROVISIONS

FROM:

A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA as those provisions are interpreted by the EEOC. The Contractor shall not make public in any manner whatever the following information if said information was obtained from the EEOC:

1. The existence of a Title VII, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit has been instituted,
2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA lawsuit involving that information has been instituted and,
3. Things said or done by the parties (i.e. charging parties and respondents, and the EEOC) during the settlement efforts or conciliation of a charge, unless a Title VII, ADA and/or GINA lawsuit has been instituted.
4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

B. EEOC-furnished EEO Reports may be made public by the Contractor during a hearing conducted by the Contractor that involves the above information.

TO:

A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA as those provisions are interpreted by the EEOC. The Contractor shall not make public in any manner whatever the following information if said information was obtained from the EEOC:

1. The existence of a Title VII, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit based on that charge has been instituted,

2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA lawsuit based on a charge involving that information has been instituted and,

3. Things said or done by the parties (i.e. charging parties and respondents, and the EEOC) during the settlement efforts or conciliation of a charge.

4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

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 30, 2019**, 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: 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, 2020**, 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 I – CONTRACT CLAUSES

Section I is revised as follows:

| Clause Number | Clause Title |
|----------------------|--------------------------------------------------------------------------------------|
| 52.204-13 | System for Award Management Maintenance. (OCT 2018) |
| 52.222-50 | Combating Trafficking in Persons. (JAN 2019) |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management. (OCT 2018) |
| 52.244-6 | Subcontracts for Commercial Items. (JAN 2019) |

Section J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D as follows:

Attachment D - Worksharing Agreement for FY 2020- 1 Page

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

Section G - Contract Administration Data

Distributions Added:

Distribution 1 Schedule 1 is added to the line item 0015.

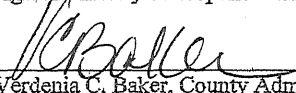
Distribution 1 Schedule 1 is added to the line item 0016.

Distribution 1 Schedule 1 is added to the line item 0017.

Distribution 1 Schedule 1 is added to the line item 0018.

FY 2020 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 October 18, 2017 through the FY 2020 Charge Resolution Contract Option Period, from October 1, 2019 through September 30, 2020. The agencies agree to work together in furtherance of the provisions of EEOC's current Strategic 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 Plan. 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

10/31/19

Date



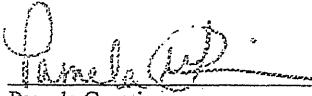
Michael J. Farrell, District Director
U.S. Equal Employment Opportunity Commission
Miami District Office

10/27/19

Date

Approved as to terms and conditions

Approved as to form and
legal sufficiency



Pamela Guerrier
Director, Office of Equal Opportunity



David R. Ottey
Chief Assistant County Attorney

| | | | |
|------------------------------------------------------|---------------------------------|--------------------------------------------------|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. 45310018C0053P00002 | 3. EFFECTIVE DATE 10/01/2019 | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (If applicable) |
|------------------------------------------------------|---------------------------------|--------------------------------------------------|--------------------------------|

| | | | |
|-----------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 6. ISSUED BY EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington, DC, 20507 | CODE 453100 | 7. ADMINISTERED BY (If other than Item 6) EEOC Office of Field Programs - State and Local 131 M Street, N.E., 5th Floor Washington, DC, 20507 | CODE EE450 |
|-----------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF, PALM BEACH 301 N OLIVE AVE FRNT WEST PALM BEACH, FL, 334014705 | (X) | 9A. AMENDMENT OF SOLICITATION NO. |
| | <input type="checkbox"/> | 9B. DATED (SEE ITEM 11) |
| | <input checked="" type="checkbox"/> | 10A. MODIFICATION OF CONTRACT/ORDER NO. 45310018C0053 |
| | <input checked="" type="checkbox"/> | 10B. DATED (SEE ITEM 13) 07/03/2018 |

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 ACKNOWLEDGMENT 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 your 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

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. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | 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). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) 52.217-9-Option to extend the term of the contract. |

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

MODIFICATION CONTROL NUMBER : 45310018C0053P00002

SUMMARY OF CHANGES : EXERCISE OPTION YEAR 2

PURSUANT TO SECTION I, 52.217-9 ENTITLED "OPTION 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 ON OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020 (SEE ATTACHMENT NO. 1 FOR DETAILS).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Haslett, Tia S Contracting Officer |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) |
| 15C. DATE SIGNED | 16C. DATE SIGNED |

Modification Changes

Effective as of the date of this Modification No. **45310018C0053-P00002** is revised as follows:

1. Line Item Number(s):

Line Number: **0011**

Item Description: OPTION YEAR 2 - 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, 2015, (or since October 1, 2014, 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: 10/01/2019 - 09/30/2020

Unit of Measure and Quantity: 89 each

Unit Price: \$800.00

Contract Type: Firm Fixed Price

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLCR|NA|NA|NA

Funded Value: **\$71,200.00**

Line Number: **0012**

Item Description: OPTION YEAR 2 - Title VII, ADEA, ADA, AND GINA **INTAKE SERVICES**

Extended Description: Provide Intake Services for charges, with affidavits, filed during the period October 1, 2019 to September 30, 2020, at a price of \$80 per charge. Period of Performance: **10/01/2019 - 09/30/2020**

Unit of Measure and Quantity: 40 each

Unit Price: \$80.00

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLINTK|NA|NA|NA

Funded Value: **\$3,200.00**

Line Number: **0013**

Item Description: OPTION YEAR 2 - FY 2020 EEOC/FEPA **TRAINING:**

Extended Description: Training to facilitate successful completion of contract, which must include attendance at EEOC

- Sponsored Annual Conference. Period of Performance: **10/01/2019 - 09/30/2020**

Unit of Measure and Quantity: 1 ea

Unit Price: **\$1,600.00**

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLTRNG|NA|NA|NA

Funded Value: **\$1,600.00**

Line Number: **0014**

Item Description: OPTION YEAR 2 - FY 2020 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 prior to 09/30/2020. Period of Performance: **10/01/2019 - 09/30/2020**

09/30/2020

Unit of Measure and Quantity: 1 LT

Unit Price: **\$1,000.00**

Charge Account:

2020|0100B2020D|10SLPPS|FP|SLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA

Funded Value: **\$1,000.00**

Reference Requisition No.: **FP200113**

2. As a result of this modification, the grand total for the contract is increased by **\$77,000.00** from \$152,160.00 to **\$229,160.00**

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

Section C – DESCRIPTIONS AND SPECIFICATIONS

Section II, Paragraph B of the Statement of Work – The last sentence is revised to read as follows:

From: Upon execution, the Worksharing Agreement dated **11/14/2018**, is incorporated by reference into this contract.

To: Upon execution, the Worksharing Agreement dated **10/28/2019**, 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 **2019** 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 **2020** 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, 2018 and September 30, 2019** as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2019 and September 30, 2020** as follows:

Section D – PACKAGING AND MARKING

Section D is revised to incorporate the language, "Charge/case file material and reports to be furnished to the designated field office may be through the regular U.S. mail and should be adequately packaged to assure safe delivery to the designated office or via electronic

transmission."

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, 2018 through September 30, 2019**, 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, 2019 through September 30, 2020**.

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 2019** 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 2020** 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 2019** 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 2020** 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 2019** 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 2020** 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 2019** contract must be received by the EEOC prior to September 30, **2019**.

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 2020** contract must be received by the EEOC prior to September 30, **2020**.

Paragraph F.2.C is incorporated as follows:

C. Proposal for FY 2020 FEPA Engagement

From: The Contractor must submit to the Contracting Officer Representative prior to **September 30, 2019**, 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, 2020**, 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 – CONTRACT ADMINISTRATION DATA

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. 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, **must be 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. 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 or by email to Contracting Officer Tia Haslett, Tia.Haslett@eeoc.gov.

Section H – SPECIAL CONTRACT REQUIREMENTS

Paragraph H.1 incorporate changes as follows:

H.1 TITLE VII, ADA AND GINA CONFIDENTIALITY PROVISIONS

FROM:

A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA as those provisions are interpreted by the EEOC. The Contractor shall not make public in any manner whatever the following information if said information was obtained from the EEOC:

1. The existence of a Title VII, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit has been instituted,
2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA lawsuit involving that information has been instituted and,
3. Things said or done by the parties (i.e. charging parties and respondents, and the EEOC) during the settlement efforts or conciliation of a charge, unless a Title VII, ADA and/or GINA lawsuit has been instituted.
4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

B. EEOC-furnished EEO Reports may be made public by the Contractor during a hearing conducted by the Contractor that involves the above information.

TO:

A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA as those provisions are interpreted by the EEOC. The Contractor shall not make public in any manner whatever the following information if said information was obtained from the EEOC:

1. The existence of a Title VII, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit based on that charge has been instituted,

2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA lawsuit based on a charge involving that information has been instituted and,

3. Things said or done by the parties (i.e. charging parties and respondents, and the EEOC) during the settlement efforts or conciliation of a charge.

4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

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 30, 2019**, 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: 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, 2020**, 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 I – CONTRACT CLAUSES

Section I is revised as follows:

| Clause Number | Clause Title |
|----------------------|--------------------------------------------------------------------------------------|
| 52.204-13 | System for Award Management Maintenance. (OCT 2018) |
| 52.222-50 | Combating Trafficking in Persons. (JAN 2019) |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management. (OCT 2018) |
| 52.244-6 | Subcontracts for Commercial Items. (JAN 2019) |

Section J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D as follows:

Attachment D - Worksharing Agreement for FY 2020- 1 Page

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

Section G - Contract Administration Data

Distributions Added:

Distribution 1 Schedule 1 is added to the line item 0015.

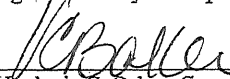
Distribution 1 Schedule 1 is added to the line item 0016.

Distribution 1 Schedule 1 is added to the line item 0017.

Distribution 1 Schedule 1 is added to the line item 0018.


FY 2020 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 October 18, 2017 through the FY 2020 Charge Resolution Contract Option Period, from October 1, 2019 through September 30, 2020. The agencies agree to work together in furtherance of the provisions of EEOC's current Strategic 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 Plan. 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

10/31/19
Date

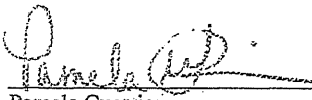


Michael J. Farrell, District Director
U.S. Equal Employment Opportunity Commission
Miami District Office

10/27/19
Date

Approved as to terms and conditions

Approved as to form and legal sufficiency



Pamela Guerrier
Director, Office of Equal Opportunity



David R. Ottey
Chief Assistant County Attorney



8 June 2020

Via Email Only: TIA.HASLETT@EEOC.GOV
U.S. Equal Employment Opportunity Commission
Acquisition Services Division (ASD)
131 M Street, NE, 4th
Washington, DC 20507
Attn.: Tia Haslett, Supervisory Contracting Officer

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

Contract No. 45310018C0053P00002
Palm Beach County Office of Equal Opportunity

Dear Ms. Haslett:

This correspondence is to acknowledge receipt of the Contract No. 45310018C0053P00002 (Standard Form 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 14, 2020 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,

/s/ Pamela Guerrier

Pamela Guerrier, Director
Cc: EEOC, Miami District Office, State and Local Coordinator

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

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead


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

**BGRV 400 061620*494
BGEX 400 061620*1533**

FUND 0001 - General Fund

| ACCT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED 06/15/20 | REMAINING BALANCE |
|-------------------------------------------------|------------------------------------------------|----------------------|----------------------|--------------|----------|----------------------|-------------------------------|-------------------|
| <u>REVENUES:</u> | | | | | | | | |
| 400-4160-4900 | Charges For Services-Other | 74,000 | 74,000 | 3,000 | 0 | 77,000 | | |
| | Total Receipts and Balances | <u>1,494,902,035</u> | <u>1,535,242,099</u> | <u>3,000</u> | <u>0</u> | <u>1,535,245,099</u> | | |
| <u>APPROPRIATIONS & EXPENDITURES</u> | | | | | | | | |
| 400-4160-5111 | Office Furniture and Equipment | 0 | 0 | 3,000 | 0 | 3,000 | 3,045 | -45 |
| | TOTAL APPROPRIATIONS & EXPENDITURES | <u>1,494,902,035</u> | <u>1,535,242,099</u> | <u>3,000</u> | <u>0</u> | <u>1,535,245,099</u> | | |

Office of Equal Opportunity
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures


Date
 16 June 20 20.

By Board of County Commissioners
At Meeting of 07/14/2020


Deputy Clerk to the
Board of County Commissioners

Attachment 4

Attachment 5


FY 2020 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 October 18, 2017 through the FY 2020 Charge Resolution Contract Option Period, from October 1, 2019 through September 30, 2020. The agencies agree to work together in furtherance of the provisions of EEOC's current Strategic 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 Plan. 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

10/31/19
Date

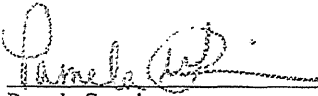


Michael J. Farrell, District Director
U.S. Equal Employment Opportunity Commission
Miami District Office

10/27/19
Date

Approved as to terms and conditions

Approved as to form and legal sufficiency



Pamela Guerrier
Director, Office of Equal Opportunity



David R. Ottey
Chief Assistant County Attorney