

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

MEETING DATE: 9/19/2023

Consent Regular

Ordinance Public Hearing

Department: Equal Opportunity

Submitted By: Equal Opportunity

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) **Approve** Amendment of Solicitation/Modification of Contract No. 45310021C0038P00003 with the U. S. Equal Employment Opportunity Commission (EEOC) in the total amount of \$49,600 as payment for processing and resolving employment discrimination complaints;

B) **Approve** a net downward Budget Amendment of \$23,400 in the General Fund to adjust the budget to the actual contract amount; and

C) **Receive and File** the FY 2023 Extension of Worksharing Agreement with the EEOC.


Summary: Execution of the documents is required so that the Office of Equal Opportunity (OEO) can receive payment for processing and resolving complaints of employment discrimination pursuant to the Worksharing Agreement with the EEOC. Contract No. 45310021C0038P00003 is for FY 2022 – 2023 and is in the amount of \$49,600 (\$41,500 for charge processing, \$2,800 for intake services, \$1,800 for FEPA Joint Innovation Project and \$3,500 EEOC/FEPA Training). The Worksharing Agreement is designed to provide individuals with an efficient procedure for obtaining redress for their grievances under Palm Beach County’s Equal Employment Ordinance and Federal laws. The Worksharing Agreement is a prerequisite to the receipt of a Charge Resolution Contract with the EEOC. On November 26, 1996, the Board of County Commissioners approved staff’s recommendation that future Worksharing Agreements be executed by the County Administrator, or designee, because of the recurring time constraints involved in this process. Pursuant to Countywide PPM-CW-O-051, the attached document is now being submitted to the BCC to receive and file. **No County funds are required.** Countywide (DO)

Background and Justification: 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 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 Worksharing Agreement is a prerequisite to the receipt of a contract with EEOC.

Contract No. 45310021C0038P00003, is retroactive to October 1, 2022. EEOC distributed the FY 2022 – 2023 contracts to state and local agencies via letter dated August 8, 2023. 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 Amendment of Solicitation/Modification of Contract (45310021C0038P00003)
3. OEO Letter to EEOC re: Extension of Submission Deadline
4. Budget Amendment
5. FY 2023 Extension of Worksharing Agreement

Recommended by:  16 August 2023
Department Director Date

Approved by:  8/31/2023
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	20234	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	49,600	_____	_____	_____	_____
External Revenues	(49,600)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	__0__	__0__	__0__	__0__	__0__

Is Item Included in Current Budget? Yes No _____

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

Budget Account No.: Revenue Fund 0001 Department 400 Unit 4160 RSRC 4900
 Expenditure Fund 0001 Department 400 Unit 4130 Object 1201

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:

<p><u>Lucretia 8/17/23</u> OFMB</p> <p><i>EDW</i> <i>8-16-23</i></p>	<p><u>Ann S. Sawicki 8/29/23</u> Contract Administration</p> <p><i>Tal 8/29/23</i></p>
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B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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

Kenette Penny-Baker

From: Kenette Penny-Baker
Sent: Wednesday, August 9, 2023 12:01 PM
To: Kenette Penny-Baker
Subject: FW: For Signature And Return- 2023 FEPA Contract- 45310022C0038/P00003- Palm Beach
Attachments: 45310021C0038P00003-Palm Beach.pdf; Palm Beach FY 2023 WSA Extension .pdf

From: MARQUE GREEN <MARQUE.GREEN@EEOC.GOV>
Sent: Tuesday, August 8, 2023 5:34 PM
To: Pamela Guerrier <PGuerrie@pbcgov.org>
Cc: State, Local and Tribal Programs <SLTP@eoc.gov>; DOREEN STARKES <DOREEN.STARKES@EEOC.GOV>; MASON T. CLARK <MASON.CLARK@EEOC.GOV>; FRANK HERNANDEZ <FRANK.HERNANDEZ@EEOC.GOV>
Subject: For Signature And Return- 2023 FEPA Contract- 45310022C0038/P00003- Palm Beach

This Message Is From an External Sender

This message came from outside your organization.

Good Day,

The attached file contains a copy of the above subject FEPA Contract. It is submitted for your review and consideration. Please return a received confirmation.

In order to expedite the execution of the above-mentioned contract, it is requested that you return one (1) signed copy (19A-19C on page 1) within 15 calendar days after receipt via e-mail to me, Marque.Green@eoc.gov and John.adams@eoc.gov.

Reference:

EEOC Contract No.: 45310022C0038/P00003
Description: State and Local Fair Employment Practices Agencies (FEPAs)
Period of Performance Extension: 10/01/2022 through 09/30/2023
EEOC Requisition: FP230145
Current Obligation Amount: 49,600.00 Option Year 2

Thank you,

Marque Green
Contract Specialist
U.S. Equal Employment Opportunity Commission
Acquisition Services Division
131 M ST., N.E., OCFO/ASD, Room 4SW26D
Washington, D.C. 20507
202-921-2838

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. 45310021C0038P00003		3. EFFECTIVE DATE 10/01/2022	4. REQUISITION/PURCHASE REQ. NO. FP230145	5. PROJECT NO. (If applicable)
6. ISSUED BY EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington, DC, 20507, US		CODE 453100	7. ADMINISTERED BY (If other than Item 6) EEOC Miami District Office Miami Tower, 100 SE 2nd Street Fl 15 Miami, FL, 33131, US	CODE EE465

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF PALM BEACH DBA: BOARD OF COMMISSIONS 301 N OLIVE AVE WEST PALM BEACH, FL, 33401, US		(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE XL2DNFMPCR44 FACILITY CODE		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. 45310021C0038
			10B. DATED (SEE ITEM 13) 09/09/2021

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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section I, 52.217-9 Option to Extend the Term of the Contract
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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: 45310021C0038P00003

SUMMARY OF CHANGES: THE ABOVE REFERENCED CONTRACT IS HEREBY MODIFIED AS MUTUALLY AGREED UPON BY BOTH PARTIES AS FOLLOW: TO EXERCISE OPTION YEAR 2 PURSUANT TO SECTION I, 52.217-9 ENTITLED "OPTION TO EXTEND THE TERM OF THE CONTRACT" TO EXTEND CONTRACT PERFORMANCE FOR A PERIOD OF TWELVE (12) MONTHS COMMENCING ON OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022. (SEE ATTACHMENT NO. 1 FOR DETAILS - SEE PAGE 2 FOR OPTION CLINS).

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)	
		Adams, John D 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)	

Modification Changes

Effective as of the date of this Modification No. **45310021C0038P00003** is revised as follows:

1. Line-Item Number(s):

Line Number: **0014**

Item Description: **OPTION YEAR 2 - Title VII, ADEA, ADA, PWFA AND GINA CHARGE RESOLUTIONS:**

Extended Description: Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since **October 1, 2018**, (or since **October 1, 2017**, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation). Period of Performance: 10/01/2022 – 09/30/2023.

Unit of Measure and Quantity: 50 ea

Unit Price: \$830.00

Contract Type: Firm Fixed Price

Charge Account:

2023|0100B2323D|10SLPPS|FPSLP|NA|251010|999996|9999|SLCR|NA|NA|NA

Funded Value: **\$41,500.00**

Line Number: **0015**

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

Extended Description: Provide Intake Services for charges, with affidavits/interview notes, filed during the period October 1, 2022 to September 30, 2023. Period of Performance: 10/01/2022 – 09/30/2023.

Unit of Measure and Quantity: 28 ea

Unit Price: \$100.00

Charge Account:

2023|0100B2323D|10SLPPS|FPSLP|NA|251010|999996|9999|SLINTK|NA|NA|NA

Funded Value: **\$2,800.00**

Line Number: **0016**

Item Description: **OPTION YEAR 2 - FY 2023 FEPA JOINT INNOVATION PROJECT:**

Extended Description: Submission of an acceptable written proposal detailing a joint EEOC/FEPA enforcement, outreach, or training activity. Period of Performance: 10/01/2022 – 09/30/2023.

Unit of Measure and Quantity: 1 LT

Unit Price: \$3,500.00

Charge Account:

2023|0100B2323D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA

Funded Value: **\$1,800.00**

Line Number: **0017**

Item Description: **OPTION YEAR 2 - FY 2023 EEOC/FEPA TRAINING:**

Extended Description: Training to facilitate successful completion of contract, including EEOC-Sponsored Annual Training. Period of Performance: 10/01/2022 – 09/30/2023.

Unit of Measure and Quantity: 1 LT

Unit Price: \$3,500.00

Charge Account:

2023|0100B2323D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA

Funded Value: **\$3,500.00**

Reference Requisition No.: **FP230010**

2. As a result of this modification, the grand total for the contract is increased by **\$49,600.00** from **\$80,300.00** to **\$129,900.00**.

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

Section C – DESCRIPTIONS AND SPECIFICATIONS

Section I, Paragraph A of the Statement of Work- The first sentence is revised to read as follows:

From: The Equal Employment Opportunity Commission (EEOC) is authorized by statute to use the services of State and Local Fair Employment Practices Agencies (FEPAs) to assist it in meeting its statutory mandate to enforce Title VII of the Civil Rights Act of 1964, as amended (Title VII); the Age Discrimination in Employment Act (ADEA) of 1967, as amended; the Americans with Disabilities Act (ADA) of 1990, as amended; and, the Genetic Information Nondiscrimination Act (GINA) of 2008.

To: The Equal Employment Opportunity Commission (EEOC) is authorized by statute to use the services of State and Local Fair Employment Practices Agencies (FEPAs) to assist it in meeting its statutory mandate to enforce Title VII of the Civil Rights Act of 1964, as amended (Title VII); the Age Discrimination in Employment Act (ADEA) of 1967, as amended; the Americans with Disabilities Act (ADA) of 1990, as amended; the Genetic Information Nondiscrimination Act (GINA) of 2008; and the Pregnant Workers Fairness Act (PWFA-effective June 27, 2023).

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 **11/16/2021**, is revised by reference into this contract.

To: Upon execution, the Worksharing Agreement dated **10/13/2022**, is revised 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 **2022** are revised 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 **2023** are revised in their entirety into this contract.

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

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

To: Processing of Charges - Title VII, PWFA, ADA, GINA and ADEA Charges, as applicable:

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

From: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2021 and September 30, 2022** as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2022 and September 30, 2023** as follows:

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

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

To: All charges will be evaluated and determinations made in accordance with the theories of discrimination in employment as developed under Title VII, PWFA, ADA, GINA, and ADEA, or other comparable local standards, as applicable.

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, 2021 through September 30, 2022**, 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, 2022 through September 30, 2023**.

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.4.a. of the **FY 2022** Contracting Principles.

To: A determination not to award contract credit made may be reversed under the procedures set forth in Section III.B.4.a. of the **current** 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.4.a of the **FY 2022** 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.4.a of the **current** 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 2022 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 **current** 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 or similar successor report. All reports covering the first three quarters of the FY 2022 contract must be received by the EEOC prior to **September 30, 2022**.

To: N/A

Paragraph F.2.C is revised as follows:

C. Proposal for FY 2023 FEPA Joint Innovation Projects

From: The Contractor must submit to the Contracting Officer Representative prior to **September 30, 2022**, 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, 2023**, 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.

Paragraph H.1 is revised as follows:

From:

H.1 TITLE VII, ADA AND GINA CONFIDENTIALITY PROVISIONS

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.
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 third parties, including charging parties, respondents, and their attorneys, any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

To:

H.1 TITLE VII, PWFA, ADA AND GINA CONFIDENTIALITY PROVISIONS

The Contractor agrees to abide by the confidentiality provisions of Title VII, PWFA, 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, PWFA, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, PWFA, 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, PWFA, 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.
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 third parties, including charging parties, respondents, and their attorneys, any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

Paragraph H.10 is revised as follows:

H.10 FEPA JOINT INNOVATION PROJECTS

From: To be eligible to invoice for the funding, in the amount of **\$1,250**, the Contractor must submit to the Contracting Officer Representative prior to **September 30, 2022**, 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 **\$3,500**, the Contractor must have submitted to the Contracting Officer's Representative, **within established time frames**, a written proposal per provided guidance, detailing joint outreach, training or investigation activities with the EEOC District Office. The proposal shall: (1) include a clear project explanation and justification; (2) include timelines for project completion; (3) include the projected number of people to benefit. The proposal shall contain a certification that the FEPA is willing and able to perform the actions it proposes, and which the EEOC finds to be feasible and acceptable.

Paragraph H.11 is revised as follows:

Section H.11

From: 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 a process developed with the 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.

To: Information Security Related to Use of EEOC's Agency Records Center (ARC) OR Successor System

FEPA Directors are responsible for authorizing ARC 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). EEOC policy is to limit/restrict a user's system access until the background investigation is completed.

FEPA Directors must ensure that, upon a user's separation, ARC 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 at least 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 FEPA Director to EEOC for action and the Director must then certify the accuracy of the report before returning it to EEOC.

Users must access ARC or successor system from workstations that are compliant with the software baseline, security and privacy policy requirements of their state/local government oversight bodies. At a minimum, workstations must include compliant software, anti-malware, data at rest (DAR) protection that is updated on a regular basis, to meet all available protection options. All workstations must be secured, screen-locked or locked down when not in use.

FEPA Directors are responsible for ensuring that their employees, contractors, contingent workers, and all other users of EEOC's ARC or successor system receive Information Security Awareness Training on an annual basis. Each FEPA location will formally designate an Information Technology (IT) and Information Security (INFOSEC) point of contact (POC) and relay to EEOC.

Section I – CONTRACT CLAUSES

Section I is revised as follows:

Clause Number	Clause Title
52.204-27	Prohibition on a ByteDance Covered Application. (JUN 2023)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.

Section J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D as follows:

Attachment D - Worksharing Agreement for FY 2023- 1 Page

- 1. 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 0013.
- Distribution 1 Schedule 1 is added to the line item 0014.
- Distribution 1 Schedule 1 is added to the line item 0015.
- Distribution 1 Schedule 1 is added to the line item 0016.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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AMENDMENT/MODIFICATION NO. 5310021C0038P00003		3. EFFECTIVE DATE 10/01/2022	4. REQUISITION/PURCHASE REQ. NO. FP230145	5. PROJECT NO. (If applicable)
ISSUED BY EOC OCFO ASD 31 M Street, N.E., 4th Floor Washington, DC, 20507, US	CODE 453100	7. ADMINISTERED BY (If other than Item 6)		CODE EE465
		EEOC Miami District Office Miami Tower, 100 SE 2nd Street Fl 15 Miami, FL, 33131, US		

NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF PALM BEACH SBA: BOARD OF COMMISSIONS 301 N OLIVE AVE WEST PALM BEACH, FL, 33401, US		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. 45310021C0038
			10B. DATED (SEE ITEM 13) 09/09/2021
MODE XL2DNFMPCR44	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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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.

2. 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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section I, 52.217-9 Option to Extend the Term of the Contract
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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: 45310021C0038P00003

SUMMARY OF CHANGES: THE ABOVE REFERENCED CONTRACT IS HEREBY MODIFIED AS MUTUALLY AGREED UPON BY BOTH PARTIES AS FOLLOWS: TO EXERCISE OPTION YEAR 2 PURSUANT TO SECTION I, 52.217-9 ENTITLED "OPTION TO EXTEND THE TERM OF THE CONTRACT" TO EXTEND CONTRACT PERFORMANCE FOR A PERIOD OF TWELVE (12) MONTHS COMMENCING ON OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022. (SEE ATTACHMENT NO. 1 FOR DETAILS - SEE PAGE 2 FOR OPTION CLINS).

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)	
		Adams, John D 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
Pamela Guerrier, Director

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. **45310021C0038P00003** is revised as follows:

1. Line-Item Number(s):

Line Number: **0014**

Item Description: **OPTION YEAR 2 - Title VII, ADEA, ADA, PWFA AND GINA CHARGE RESOLUTIONS:**

Extended Description: Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since **October 1, 2018**, (or since **October 1, 2017**, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation). Period of Performance: 10/01/2022 – 09/30/2023.

Unit of Measure and Quantity: 50 ea

Unit Price: \$830.00

Contract Type: Firm Fixed Price

Charge Account:

2023|0100B2323D|10SLPPS|FPSLP|NA|251010|999996|9999|SLCR|NA|NA|NA

Funded Value: **\$41,500.00**

Line Number: **0015**

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

Extended Description: Provide Intake Services for charges, with affidavits/interview notes, filed during the period October 1, 2022 to September 30, 2023. Period of Performance: 10/01/2022 – 09/30/2023.

Unit of Measure and Quantity: 28 ea

Unit Price: \$100.00

Charge Account:

2023|0100B2323D|10SLPPS|FPSLP|NA|251010|999996|9999|SLINTK|NA|NA|NA

Funded Value: **\$2,800.00**

Line Number: **0016**

Item Description: **OPTION YEAR 2 - FY 2023 FEPA JOINT INNOVATION PROJECT:**

Extended Description: Submission of an acceptable written proposal detailing a joint EEOC/FEPA enforcement, outreach, or training activity. Period of Performance: 10/01/2022 – 09/30/2023.

Unit of Measure and Quantity: 1 LT

Unit Price: \$3,500.00

Charge Account:

2023|0100B2323D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA

Funded Value: **\$1,800.00**

Line Number: **0017**

Item Description: **OPTION YEAR 2 - FY 2023 EEOC/FEPA TRAINING:**

Extended Description: Training to facilitate successful completion of contract, including EEOC-Sponsored Annual Training. Period of Performance: 10/01/2022 – 09/30/2023.

Unit of Measure and Quantity: 1 LT

Unit Price: \$3,500.00

Charge Account:

2023|0100B2323D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA

Funded Value: **\$3,500.00**

Reference Requisition No.: FP230010

2. As a result of this modification, the grand total for the contract is increased by **\$49,600.00** from **\$80,300.00** to **\$129,900.00**.

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

Section C – DESCRIPTIONS AND SPECIFICATIONS

Section I, Paragraph A of the Statement of Work- The first sentence is revised to read as follows:

From: The Equal Employment Opportunity Commission (EEOC) is authorized by statute to use the services of State and Local Fair Employment Practices Agencies (FEPAs) to assist it in meeting its statutory mandate to enforce Title VII of the Civil Rights Act of 1964, as amended (Title VII); the Age Discrimination in Employment Act (ADEA) of 1967, as amended; the Americans with Disabilities Act (ADA) of 1990, as amended; and, the Genetic Information Nondiscrimination Act (GINA) of 2008.

To: The Equal Employment Opportunity Commission (EEOC) is authorized by statute to use the services of State and Local Fair Employment Practices Agencies (FEPAs) to assist it in meeting its statutory mandate to enforce Title VII of the Civil Rights Act of 1964, as amended (Title VII); the Age Discrimination in Employment Act (ADEA) of 1967, as amended; the Americans with Disabilities Act (ADA) of 1990, as amended; the Genetic Information Nondiscrimination Act (GINA) of 2008; and the Pregnant Workers Fairness Act (PWFA-effective June 27, 2023).

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 **11/16/2021**, is revised by reference into this contract.

To: Upon execution, the Worksharing Agreement dated **10/13/2022**, is revised 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 **2022** are revised 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 **2023** are revised in their entirety into this contract.

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

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

To: Processing of Charges - Title VII, PWFA, ADA, GINA and ADEA Charges, as applicable:

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

From: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2021 and September 30, 2022** as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2022 and September 30, 2023** as follows:

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

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

To: All charges will be evaluated and determinations made in accordance with the theories of discrimination in employment as developed under Title VII, PWFA, ADA, GINA, and ADEA, or other comparable local standards, as applicable.

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, 2021 through September 30, 2022**, 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, 2022 through September 30, 2023**.

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.4.a. of the **FY 2022** Contracting Principles.

To: A determination not to award contract credit made may be reversed under the procedures set forth in Section III.B.4.a. of the **current** 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.4.a of the **FY 2022** 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.4.a of the **current** 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 2022** 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 **current** 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 or similar successor report. All reports covering the first three quarters of the **FY 2022** contract must be received by the EEOC prior to **September 30, 2022**.

To: N/A

Paragraph F.2.C is revised as follows:

C. Proposal for FY 2023 FEPA Joint Innovation Projects

From: The Contractor must submit to the Contracting Officer Representative prior to **September 30, 2022**, 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, 2023**, 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.

Paragraph H.1 is revised as follows:

From:

H.1 TITLE VII, ADA AND GINA CONFIDENTIALITY PROVISIONS

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.
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 third parties, including charging parties, respondents, and their attorneys, any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

To:

H.1 TITLE VII, PWFA, ADA AND GINA CONFIDENTIALITY PROVISIONS

The Contractor agrees to abide by the confidentiality provisions of Title VII, PWFA, 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, PWFA, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, PWFA, 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, PWFA, 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.
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 third parties, including charging parties, respondents, and their attorneys, any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

Paragraph H.10 is revised as follows:

H.10 FEPA JOINT INNOVATION PROJECTS

From: To be eligible to invoice for the funding, in the amount of **\$1,250**, the Contractor must submit to the Contracting Officer Representative prior to **September 30, 2022**, 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 **\$3,500**, the Contractor must have submitted to the Contracting Officer's Representative, **within established time frames**, a written proposal per provided guidance, detailing joint outreach, training or investigation activities with the EEOC District Office. The proposal shall: (1) include a clear project explanation and justification; (2) include timelines for project completion; (3) include the projected number of people to benefit. The proposal shall contain a certification that the FEPA is willing and able to perform the actions it proposes, and which the EEOC finds to be feasible and acceptable.

Paragraph H.11 is revised as follows:

Section H.11

From: 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 a process developed with the 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.

To: Information Security Related to Use of EEOC's **Agency Records Center (ARC)** OR Successor System

FEPA Directors are responsible for authorizing ARC 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). EEOC policy is to limit/restrict a user's system access until the background investigation is completed.

FEPA Directors must ensure that, upon a user's separation, ARC 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 at least 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 FEPA Director to EEOC for action and the Director must then certify the accuracy of the report before returning it to EEOC.

Users must access ARC or successor system from workstations that are compliant with the software baseline, security and privacy policy requirements of their state/local government oversight bodies. At a minimum, workstations must include compliant software, anti-malware, data at rest (DAR) protection that is updated on a regular basis, to meet all available protection options. All workstations must be secured, screen-locked or locked down when not in use.

FEPA Directors are responsible for ensuring that their employees, contractors, contingent workers, and all other users of EEOC's ARC or successor system receive Information Security Awareness Training on an annual basis. Each FEPA location will formally designate an Information Technology (IT) and Information Security (INFOSEC) point of contact (POC) and relay to EEOC.

Section I – CONTRACT CLAUSES

Section I is revised as follows:

Clause Number	Clause Title
52.204-27	Prohibition on a ByteDance Covered Application. (JUN 2023)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.

Section J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D as follows:

Attachment D - Worksharing Agreement for FY 2023- 1 Page

- 1. 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 0013.


Distribution 1 Schedule 1 is added to the line item 0014.

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

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

FY 2022 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 22, 2020 through the FY 2022 Charge Resolution Contract Option Period, from October 1, 2021 through September 30, 2022. 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. 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

11/23/21


Date



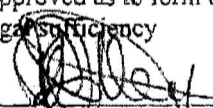
Paul Valenti, District Director
U.S. Equal Employment Opportunity Commission
Miami District Office

November 16, 2021

Date

Approved as to terms and conditions


Pamela Guerrier
Director, Office of Equal Opportunity

Approved as to form and
legal sufficiency


David R. Otley
Chief Assistant County Attorney

WORKSHARING AGREEMENT

BETWEEN

Palm Beach County Office of Equal Opportunity
(Full Name of FEPA)

and

THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Miami District Office
(Name of EEOC District Office)

FOR FISCAL YEAR 2021

I. INTRODUCTION

- A. The Palm Beach County Office of Equal Opportunity, hereinafter referred to as the FEPA, has jurisdiction over allegations of employment discrimination filed against employers of 15 or more employees occurring within Palm Beach County based on age, race, sex, color, religion, national origin, marital status, familial status, sexual orientation, disability, gender identity or expression and genetic information pursuant to Palm Beach County Ordinance 95-31, as amended.

The U.S. Equal Employment Opportunity Commission, hereinafter referred to as the EEOC, has jurisdiction over allegations of employment discrimination occurring throughout the United States where such charges are based on race, color, religion, sex, or national origin, all pursuant to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000(e)) (hereinafter referred to as Title VII). The EEOC has jurisdiction to investigate and determine charges of discrimination based on age (40 or older) under the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621 et. seq.) (ADEA), for unequal wages based on sex under the Equal Pay Act of 1963, as amended (29 U.S.C. § 206) (EPA), and over allegations of employment discrimination based on disability pursuant to Title I of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101) (ADA), and over the use or acquisition of genetic information as the basis for employment decisions pursuant to Title II of the Genetic Information Nondiscrimination Act of 2008.

- B. In recognition of, and to the extent of the common jurisdiction and goals of the two (2) Agencies, and in consideration of the mutual promises and covenants contained herein, the FEPA and the EEOC hereby agree to the terms of this Worksharing Agreement, which is designed

to provide individuals with an efficient procedure for obtaining redress for their grievances under appropriate Palm Beach County's Equal Employment Ordinance and Federal laws.

II. FILING OF CHARGES OF DISCRIMINATION

- A. In order to facilitate the assertion of employment rights, the EEOC and the FEPA each designate the other as its agent for the purpose of receiving and drafting charges, including those that are not jurisdictional with the agency that initially receives the charges. The EEOC's receipt of charges on the FEPA's behalf will automatically initiate the proceedings of both the EEOC and the FEPA for the purposes of Section 706 (c) and (e) (1) of Title VII. This delegation of authority to receive charges does not include the right of one Agency to determine the jurisdiction of the other Agency over a charge. Charges can be transferred from one agency to another in accordance with the terms of this agreement or by other mutual agreement.
- B. The FEPA shall take all charges alleging a violation of Title VII, the ADEA, the EPA, GINA or the ADA where both the FEPA and the EEOC have mutual jurisdiction, or where the EEOC only has jurisdiction, so long as the allegations meet the minimum requirements of those Acts, and for charges specified in Section III. A. 1. below, refer them to the EEOC for initial processing.
- C. Each Agency will inform individuals of their rights to file charges directly with the other Agency and or assist any person alleging employment discrimination to draft a charge in a manner that will satisfy the requirements of both agencies to the extent of their common jurisdiction.

Normally, once an agency begins an investigation, it resolves the charge. Charges may be transferred between the EEOC and the FEPA within the framework of a mutually agreeable system. Each agency will advise Charging Parties that charges will be resolved by the agency taking the charge except when the agency taking the charge lacks jurisdiction or when the charge is to be transferred in accordance with Section III (DIVISION OF INITIAL CHARGE-PROCESSING RESPONSIBILITIES).

- D. For charges that are to be dual-filed, each Agency will use EEOC Charge Form 5 (or alternatively, an employment discrimination charge form which within statutory limitations, is acceptable in form and content to the EEOC and the FEPA) to draft charges. When a charge is taken based on disability, the nature of the disability shall not be disclosed on the face of the charge.
- E. Within ten calendar days of receipt, each Agency agrees that it will notify both the Charging Party and the Respondent of the dual-filed nature of each such charge it receives for initial processing and explain the rights and responsibilities of the parties under the applicable Federal, State, or Local statutes.

III. DIVISION OF INITIAL CHARGE-PROCESSING RESPONSIBILITIES

In recognition of the statutory authority granted to the FEPA by Section 706(c) and 706(d) of Title VII as amended; and by Title I of the Americans with Disabilities Act, and the transmittal of charges of age discrimination pursuant to the Age Discrimination in Employment Act of 1967, the primary responsibility for resolving charges between the FEPA and the EEOC will be divided as follows:

A. The EEOC and the FEPA will process all Title VII, ADA, GINA, and ADEA charges that they originally receive.

1. For charges originally received by the EEOC and/or to be initially processed by the EEOC, the FEPA waives its right of exclusive jurisdiction to initially process such charges for a period of 60 days for the purpose of allowing the EEOC to proceed immediately with the processing of such charges before the 61st day.

In addition, the EEOC will initially process the following charges:

-- All Title VII, ADA, and concurrent Title VII/ADA charges jurisdictional with the FEPA and received by the FEPA 240 days or more after the date of violation;

-- All disability-based charges that may not be resolved by the FEPA in a manner consistent with the ADA.

-- All concurrent Title VII/EPA charges;

-- All charges against the FEPA or its parent organization where such parent organization exercises direct or indirect control over the charge decision-making process;

-- All charges filed by EEOC Commissioners;

-- Charges also covered by the Immigration Reform and Control Act;

-- Complaints referred to the EEOC by the U.S. Department of Justice, Office of Federal Contract Compliance Programs, or Federal fund-granting agencies under 29 CFR § 1640, 1641, and 1691.

-- Any charge where the EEOC is a party to a Conciliation Agreement or a Consent Decree that, upon mutual consultation and agreement, is relevant to the disposition of the charge. The EEOC will notify the FEPA of all Conciliation Agreements and Consent Decrees that have features relevant to the disposition of subsequent charges;

-- Any charge alleging retaliation for filing a charge with the EEOC or for cooperating with the EEOC; and

-- All charges against Respondents that are designated for initial processing by the EEOC in a supplementary memorandum to this Agreement.

2. The FEPA will initially process the following types of charges:

-- Any charge alleging retaliation for filing a charge with the FEPA or cooperating with the FEPA;

-- Any charge where the FEPA is a party to a Conciliation Agreement or a Consent Decree that, upon mutual consultation and agreement, is relevant to the disposition of the charge. The FEPA will provide the EEOC with an on-going list of all Conciliation Agreements and Consent Decrees that have features relevant to the disposition of subsequent charges;

-- All charges that allege more than one basis of discrimination where at least one basis is not covered by the laws administered by the EEOC but is covered by the FEPA Ordinance, or where the EEOC is mandated by federal court decision or by internal administrative EEOC policy to dismiss the charge, but the FEPA can process that charge.

-- All charges against Respondents that are designated for initial processing by the FEPA in a supplementary memorandum to this Agreement; and

-- All disability-based charges against Respondents over which the EEOC does not have jurisdiction.

B. Notwithstanding any other provision of the Agreement, the FEPA or the EEOC may request to be granted the right to initially process any charge subject to agreement of the other agency. Such variations shall not be inconsistent with the objectives of this Worksharing Agreement or the Contracting Principles.

C. Each Agency will on a quarterly basis notify the other of all cases in litigation and will notify each other when a new suit is filed. As charges are received by one Agency against a Respondent on the other Agency's litigation list a copy of the new charge will be sent to the other Agency's litigation unit within ___ working days.

IV. EXCHANGE OF INFORMATION

A. Both the FEPA and the EEOC shall make available for inspection and copying to appropriate officials from the other Agency any information that may assist each Agency in carrying out its responsibilities. Such information shall include, but not necessarily be limited to,

investigative files, conciliation agreements, staffing information, case management printouts, charge processing documentation, and any other material and data as may be related to the processing of dual-filed charges or administration of the contract. The Agency accepting information agrees to comply with any confidentiality requirements imposed on the agency providing the information. With respect to all information obtained from the EEOC, the FEPA agrees to observe the confidentiality provisions of Title VII, the ADEA, the ADA and GINA.

- B. In order to expedite the resolution of charges or facilitate the working of this Agreement, either Agency may request or permit personnel of the other Agency to accompany or to observe its personnel when processing a charge.

V. RESOLUTION OF CHARGES

- A. Both agencies will adhere to the procedures set out in the EEOC's State and Local Handbook, including current revisions thereto.
- B. For the purpose of according substantial weight to the FEPA final finding and order, the FEPA must submit to the EEOC copies of all documents pertinent to conducting a substantial weight review; the evaluation will be designed to determine whether the following items have been addressed in a manner sufficient to satisfy EEOC requirements; including, but not limited to:
 - 1. jurisdictional requirements,
 - 2. investigation and resolution of all relevant issues alleging personal harm with appropriate documentation and using proper theory,
 - 3. relief, if appropriate,
 - 4. mechanisms for monitoring and enforcing compliance with all terms of conciliation agreements, orders after public hearing or consent orders to which the FEPA is a party.
- C. In order to be eligible for contract credit and/or payment, submissions must meet all the substantive and administrative requirements as stipulated in the Contracting Principles.
- D. For the purposes of determining eligibility for contract payment, a final action is defined as the point after which the charging party has no administrative recourse, appeal, or other avenue of redress available under applicable State and Local statutes.

VI. IMPLEMENTATION OF THE WORKSHARING AGREEMENT

- A. Each agency will designate a person as liaison official for the other agency to contact concerning the day-to-day implementation for the

Agreement. The liaison for the FEPA will be the Director. The liaison official for the EEOC will be State and Local Coordinator.

- B. The agencies will monitor the allocation of charge-processing responsibilities as set forth in the Agreement. Where it appears that the overall projection appears inappropriate, the appropriate portions of this Agreement will be modified to ensure full utilization of the investigation and resolution capacities of the FEPA and rapid redress for allegations of unlawful employment discrimination.
- C. The agencies agree to work together in furtherance of the 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.
- D. The EEOC will provide original forms to be copied by the FEPA, in accordance with the Regulations and the Compliance Manual to be used by the FEPAs in correspondence with Charging Parties and Respondents.
- E. If a dispute regarding the implementation or application of this agreement cannot be resolved by the FEPA and District Office Director, the issues will be reduced to writing by both parties and forwarded to the Director of the Office of Field Programs for resolution.
- F. This Agreement shall operate from the first day of October 2020 to the thirtieth day of September 2021 and may be renewed or modified by mutual consent of the parties.

I have read the foregoing Worksharing Agreement and I accept and agree to the provisions contained therein.

FEPA Name: Palm Beach County Office of Equal Opportunity

Approved as to terms and conditions

Pamela Guerrier, Director
FEPA: Palm Beach County
Office of Equal Opportunity

Verdenia Baker, County Administrator
Palm Beach County, Florida

Bradley Anderson, Acting District Director
U.S. Equal Employment Opportunity Commission
Miami District Office

Digitally signed by Bradley A. Anderson
DN: cn=Bradley A. Anderson,
o=Birmingham District Office, ou=EEOC,
email=bradley.anderson@eoc.gov, c=US
Date: 2020.10.22 13:44:16 -05'00'

Approved as to form and Legal Sufficiency

County Attorney Office

10/22/2020
Date

10/22/2020

Date



10 August 2023

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

Via Email Only: MARQUE.GREEN@EEOC.GOV
 U.S. Equal Employment Opportunity Commission
 Acquisition Services Division (ASD)
 131 M Street, N.E., OCFO/ASD, Room 4SW26D
 Washington, DC 20507
 Attn: Marque Green, Contract Specialist

Contract No. 45310021C0038P00003
 Palm Beach County Office of Equal Opportunity

Dear Mr. Green:

This correspondence is to acknowledge receipt of the Contract No. 45310021C0038P00003 (Standard Form 30). Pursuant to the instruction 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 September 19, 2023 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) 355-2558 or via email at pguerrie@pbcgov.org

Sincerely,

Pamela Guerrier, Director

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

**Palm Beach County
 Board of County
 Commissioners**

Gregg K. Weiss, Mayor

Maria Sachs, Vice Mayor

Maria G. Marino

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
 Affirmative Action Employer"*


printed on sustainable
 and recycled paper

Kenette Penny-Baker

From: Kenette Penny-Baker
Sent: Thursday, August 10, 2023 9:58 AM
To: 'MARQUE GREEN'
Cc: Pamela Guerrier; Joshua Strubinger
Subject: FW: For Signature And Return- 2023 FEPA Contract- 45310022C0038/P00003- Palm Beach
Attachments: Ltr to Green requesting extension to sign SF30.pdf

Good morning,
Please find extension request attached...

Kindest regards,

Thank you and stay safe 

Kenette Penny-Baker, BSB/M
Administrative Assistant II
PBC Office of Equal Opportunity
301 N. Olive Ave, Suite 1002
Governmental Center
West Palm Beach, FL 33401
PH: 561-355-4927/561-355-4884
FX: 561-355-4932/561-656-7026
Email: kp baker@pbcgov.org
Website: www.pbcgov.com/equalopportunity
Work Schedule: Mon.-Thur. 8AM to 6:30PM

The Office of Equal Opportunity's (OEO) mission is to promote a discrimination free quality of life for Palm Beach County residents through educating and advocating a policy of nondiscrimination and enforcing local, state and federal civil rights laws.

Palm Beach County Board of County Commissioners (PBC BCC) mission is to drive a continuous improvement culture of excellence that achieves a measurably high level of public satisfaction.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: MARQUE GREEN <MARQUE.GREEN@EEOC.GOV>
Sent: Tuesday, August 8, 2023 5:34 PM
To: Pamela Guerrier <PGuerrie@pbcgov.org>
Cc: State, Local and Tribal Programs <SLTP@eEOC.gov>; DOREEN STARKES <DOREEN.STARKES@EEOC.GOV>; MASON T. CLARK <MASON.CLARK@EEOC.GOV>; FRANK HERNANDEZ <FRANK.HERNANDEZ@EEOC.GOV>
Subject: For Signature And Return- 2023 FEPA Contract- 45310022C0038/P00003- Palm Beach

This Message Is From an External Sender

This message came from outside your organization.

Good Day,

The attached file contains a copy of the above subject FEPA Contract. It is submitted for your review and consideration. Please return a received confirmation.

In order to expedite the execution of the above-mentioned contract, it is requested that you return one (1) signed copy (19A-19C on page 1) within 15 calendar days after receipt via e-mail to me, Marque.Green@eeoc.gov and John.adams@eeoc.gov.

Reference:

EEOC Contract No.: 45310022C0038/P00003

Description: State and Local Fair Employment Practices Agencies (FEPAs)

Period of Performance Extension: 10/01/2022 through 09/30/2023

EEOC Requisition: FP230145

Current Obligation Amount: 49,600.00 Option Year 2

Thank you,

Marque Green
Contract Specialist
U.S. Equal Employment Opportunity Commission
Acquisition Services Division
131 M ST., N.E., OCFO/ASD, Room 4SW26D
Washington, D.C. 20507
202-921-2838

FY 2023 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 ^(EEOC Office) _(FEPA Office) or that would affect the processing of charges filed under the pertinent Federal, state or local statutes, the parties agree to extend the current Worksharing Agreement that was executed on October 22, 2020 through the FY 2023 Charge Resolution Contract Option Period, from October 1, 2022 through September 30, 2023. ^(Date Full WSA was Previously Executed) By executing this extension, the parties agree to abide by the confidentiality provisions cited in the Worksharing Agreement. This extension, as well as the attendant Worksharing Agreement may be reopened and amended by mutual consent of the parties.

Verdenia C. Baker
Verdenia C. Baker, County Administrator
Palm Beach County
FEPA: Palm Beach County Office of Equal Opportunity

10/17/2022
Date

Evangeline Hawthorne,
Director
Digitally signed by Evangeline Hawthorne,
Director
Date: 2022.10.13 11:42:31 -0400

10/13/2022
Date

For the EEOC District Office

Approved as to terms and conditions
Pamela Guerrier
Pamela Guerrier, Director
Palm Beach County Office of Equal Opportunity

Approved as to form and legal sufficiency
David R. Ottey
David R. Ottey
Chief Assistant County Attorney