



# PALM BEACH STATE COLLEGE

DISTRICT BOARD OF TRUSTEES  
AGENDA • FEBRUARY 27, 2024

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Regular Meeting

Palm Beach Gardens Campus

4:00 PM

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**BioScience Building, Room SC-127, 3160 PGA Boulevard, Palm Beach Gardens, FL 33410**

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*Palm Beach State College advances the economic and social growth of our community and global workforce through innovative, high-quality learning experiences that transform student's lives.*

## I. MEETING CALL TO ORDER AND PLEDGE OF ALLEGIANCE

## II. COMMENTS AND RECOGNITIONS

Faculty Comment: Dr. Emmanuel Alvarado, Professor III

## III. AGENDA ADDITIONS/DELETIONS

## IV. APPROVAL OF BOARD MINUTES

Approve the January 16, 2024 Meeting Minutes

## V. APPROVAL OF BOARD AGENDA

### A. Abstentions by Board Members

### B. Public Comments

## VI. APPROVAL OF CONSENT AGENDA

### A. Academic Affairs / Academic Innovation and Strategy / Student Services

#### 1. Approve the 2024-2025 Sabbatical Applications

Approve the 2024-2025 Sabbatical Applications

**Staff Contact:** Dr. Roger L. Yohe, Vice President, Academic Innovation and Strategy

#### 2. Approve the Addition to the Canvas Contract: Canvas Impact

Approve Increase to Contract with Instructure Utilizing Florida State University Board of Trustees Contract Awarded Under Solicitation No. ITN 5774-4 in the Amount of \$127,441.74 through June 30, 2027

**Staff Contact:** Dr. Roger L. Yohe, Vice President of Academic Innovation and Strategy

#### 3. Approve the 2025-2026 Class Meeting Calendar

**Staff Contacts:** Dr. Tunjarnika Coleman-Ferrell, Vice President of Academic Affairs and Ms. Susan Bierster, Interim Dean of Academic Affairs

#### 4. Approve the CCC Computing Program Deletions - Fall 2024

**Staff Contact:** Mr. John Hadley, Dean of Business and Computer Science

**5. Approve the Crime Scene Technology CCC Program Deletions**

**Staff Contact:** Dr. Kimberly Lea, Dean of Workforce and Development

**B. Finance and Administration****C. Information Services****VII. APPROVAL ITEMS REMOVED FROM CONSENT AGENDA****VIII. TRUSTEES' COMMITTEE REPORTS****IX. PRESIDENT'S REPORT****A. 2024 Legislative Update**

**Presenter:** Ms. Abby Ross, Executive Director, Community Engagement and Special Assistant to the President

**B. TMRW Sports Update**

**Presenter:** Mr. Mike McCarley, Founder & CEO, TMRW Sports

**X. INFORMATIONAL ITEMS****A. Academic Affairs / Academic Innovation and Strategy / Student Services****B. Finance and Administration****1. Financial Review and Analysis**

**Staff Contact:** Mr. James Duffie, Vice President, Finance and Administration

**2. Second Quarter FY2023-2024 Procurement Reports - October 1, 2023 through December 31, 2023.**

**Staff Contact:** Ms. Jennifer Alvarez, Director, Procurement

**3. Planning and Construction Projects Status Report Dated February 1, 2024**

**Staff Contact:** Mr. Kirk Stetson, Manager, Facilities, Planning and Construction

**C. Information Services****1. Cybersecurity State of the College**

Annual Cybersecurity Report

**Presenters:** Dr. Russell Kaufman, Chief Information Officer, and, Mr. Michail Roytshteyn, Information Security

**2. Quarterly IT Purchase Contracts Report**

**Presenter:** Mr. Ken Libutti, Chief Information Officer

**D. Human Resources****1. Quarterly Human Resources Executive Summary**

**Staff Contact:** Mr. Michael Pustizzi, Chief Human Resources Officer

**2. First Reading - Revision of DBOT Policy 5.44 Grounds for Termination of Employment**

**Staff Contact:** Ms. Juanita Benjamin, Human Resources Director & Equity Office

**3. First Reading - Repeal of DBOT Policy 5.68 Dismissal**

**Staff Contact:** Ms. Juanita Benjamin, Human Resources Director & Equity Office

**E. Legal**

**1. Quarterly Litigation Report**

**Staff Contract:** Kevin Fernander, General Counsel

**XI. ACTION ITEMS**

**A. Academic Affairs / Academic Innovation and Strategy / Student Services**

**B. Finance and Administration**

**1. Approve a Permanent Utility Easement for Seacoast Utility Authority (SUA)**

**Staff Contact:** Mr. Edgar Cintrón, Facilities Director

**2. Approve Second Reading - Amendment to Board Policy 6Hx-18-4.46**

**Responsibilities of Property Custodian**

**Staff Contact:** Mr. James Duffie, Vice President of Finance and Administration

**3. Approve Second Reading - REPEAL Amendment to Board Policy 6Hx-18-4.47**

**Lost or Stolen Property**

**Staff Contact:** Mr. James Duffie, Vice President of Finance and Administration

**4. Approve Contract Amendment in the Amount of \$119,740 for ITB 2024-01TR**

**Drainage Improvements at the Palm Beach Gardens Campus**

**Presenters:** Ms. Joan Rumsey, Assistant Director of Facilities, and Ms. Jennifer Alvarez, Procurement Director

**5. Approve Contract with Advanced Roofing, Inc. for District Wide Roof**

**Assessments, Boca Raton CA & CB Building Roof Replacements, and Lake**

**Worth District Warehouse Roof Replacement**

**Presenters:** Ms. Joan Rumsey, Assistant Director, Facilities, and, Ms. Jennifer Alvarez, Director, Procurement

Approve Contract, subject to General Counsel approval, with Advanced Roofing, Inc. for District Wide Roof Assessments, Boca Raton CA & CB Building Roof Replacements, and Lake Worth District Warehouse Roof Replacement Using the Pinellas County Government Contract No. 190-0336-BAR for Roofing Services & Supplies, Waterproofing & Related Products and Services in the Amount of \$1,280,007 through November 16, 2025, and authorize the President to execute contract documents

**6. Approve Contract with Daikin Applied for PBG Chiller Replacements and Related Services**

Approve Contract, subject to General Counsel approval, with Daikin Applied for PBG Chiller Replacements and Related Services Utilizing Omnia Partners Contract No.R200401 in the Amount of \$1,084,713 through September 30, 2024, and authorize the President to execute contract documents

**Staff Contacts:** Ms. Joan Rumsey, Assistant Director of Facilities, and Ms. Jennifer Alvarez, Procurement Director

**7. Approve Contract Awards for Engineering Services for Each Engineering Discipline and Firm Recommended Over a Term of 3 Years, with the Option to Renew for an Additional Two Years, and authorize the President to execute contracts**

**Staff Contacts:** Ms. Jennifer Alvarez, Director, Procurement and Mr. Edgar Cintron, Director, Facilities

**8. Approve Contract with Trane U.S., Inc. Utilizing Omnia Partners Contract No. 3341, HVAC Products, Installation, and Related Products and Services in the Amount of \$392,814 through Project Completion, and authorize the President to execute the contract**

Approve Contract, subject to General Counsel approval, with Trane U.S., Inc. Utilizing Omnia Partners Contract No. 3341, HVAC Products, Installation, Labor Solutions, and Related Products and Services in the Amount of \$392,814 through Project Completion, and authorize the President to execute the contract

**Staff Contacts:** Ms. Joan Rumsey, Assistant Director of Facilities, and Ms. Jennifer Alvarez, Procurement Director

**C. Information Services**

**1. Approve Managed Print Services - Contract Recommendation with Sharp Electronics Corporation**

**Presenters:** Dr. Russell Kaufman, Chief Information Officer, Ms. Jennifer Alvarez, Procurement Director

Approval, subject to approval by General Counsel, to contract with Sharp Electronic Solutions for Managed Print Services in the estimated annual amount of \$310,721 for a five-year term with one option to renew for an additional five years; and authorize the President to execute the contract documents.

## **XII. OTHER BUSINESS**

Board Policy 6Hx-18-1.02 authorizes the President to approve routine business items and administrative appointments that would have appeared on the March Board meeting agenda. These items will be submitted for ratification at the April 16, 2024, District Board of Trustees meeting.

## **XIII. BOARD MEMBER COMMENTS AND ANNOUNCEMENTS**

- A. The College will be closed for Spring Break from March 4, 2024, through March 8, 2024.
- B. The next regular District Board of Trustees meeting will be held on April 16, 2024, on the Belle Glade campus beginning at 4:00 p.m.

## **XIV. ADJOURNMENT**

\*Palm Beach State College District Board of Trustees welcomes public comments during its regular monthly meetings. Any person or group wishing to make public comments must complete a "Public Comment Card". Procedures for making public comments are as follows:

1. Complete comment card including your name, address, telephone number and agenda item number (if appropriate).
2. Submit the completed card to the executive administrative assistant to the board (seated on the right side of the dais). Anyone wishing to speak must submit a completed card prior to the start of the meeting. Comment cards will not be accepted at any other time of the meeting.
3. When your name is called, approach the podium with the microphone, and state your name and address for the record.
4. Comments are limited to three (3) minutes. This is the opportunity for persons wishing to make public comments regarding an agenda item to speak.

Any person(s) not adhering to the Board's guidelines or who make comments which could be perceived as slanderous or disruptive may be barred from making future comments before the Board.



# PALM BEACH STATE COLLEGE

DISTRICT BOARD OF TRUSTEES

MINUTES • JANUARY 16, 2024

Regular Meeting

Lake Worth Campus - DBOT

4:00 PM

Multi-Media Board Room, CE-129, 4200 Congress Avenue, Lake Worth, FL 33461

*Palm Beach State College advances the economic and social growth of our community and global workforce through innovative, high-quality learning experiences that transform student's lives.*

## Attendance

### Present:

Chair Patrice Bishop, Vice Chair Omar Soto, Trustee Wendy Link, Trustee Melissa Friedman-Levine, Trustee Daniel Gil-Sanchez

### Absent:

Trustee Carolyn Williams

## I. MEETING CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The regular meeting of the District Board of Trustees of Palm Beach State College was called to order at approximately 4:09 p.m. on Tuesday, January 16, 2024, by Chair Bishop. Chair Bishop welcomed participants to the meeting. The Chair asked Vice-Chair Soto to lead in the Pledge of Allegiance.

## II. COMMENTS AND RECOGNITIONS

- A. Student Comment: Daniela Perez, Vice President, SGA Loxahatchee Groves  
Ryan Steeghs, Vice President, SGA Boca Raton  
Ariel Reda, Advisor, SGA Lake Worth

Chair Bishop introduced Daniela Perez, Ryan Steeghs, and Ariel Reda from the Student Government Association (SGA). The students shared their experiences and the preparation involved with attending the Advocacy Conference, "Rally in Tally." They showed a brief video where the College and the SGA students were acknowledged at the Florida Senate meeting. The students also gave a special thank you to Abby Ross for her assistance with ensuring they were informed and engaged with the right people while in Tallahassee.

## III. AGENDA ADDITIONS/DELETIONS

NONE

## IV. APPROVAL OF BOARD MINUTES

- A. Approve the November 21, 2023 Minutes, 4:00 PM

**Motion:** Approve the November 21, 2023 Minutes, 4:00 PM

Motion moved by Trustee Friedman-Levine and motion seconded by Vice

Chair Soto.

Minutes generated by [OnBoard](#).

Approved

**V. APPROVAL OF BOARD AGENDA**

- A. Abstentions by Board Members

**NONE**

- B. Public Comments

**NONE**

**Motion:** Approve the Board Agenda

Motion moved by Trustee Friedman-Levine and motion seconded by Vice Chair Soto.

Approved

**VI. APPROVAL OF CONSENT AGENDA**

- A. Academic Affairs / Academic Innovation and Strategy / Student Services

- B. Finance and Administration

- C. Information Services

- D. Human Resources

1. Approve Revision to Appendix A of the CBA

Staff Contact: Mr. Michael Pustizzi, Chief Human Resources Officer

 [Transmittal 6.D.1.docx](#)

 [Academic Rank v.4 markup.pdf](#)

Chair Bishop called for a vote on the Consent Agenda as there were no trustee questions or requests for further review of the Consent items.

**Motion:** Approve the Consent Agenda

Motion moved by Vice Chair Soto and motion seconded by Trustee Link.

Approved

**VII. APPROVAL ITEMS REMOVED FROM CONSENT AGENDA**

**NONE**


**VIII. TRUSTEES' COMMITTEE REPORTS**

Trustee Friedman-Levine provided details from the Foundation's Board Meeting and shared information on the Bank of America event on January 31, 2024, which honors the College as the recipient of their Neighborhood Builders Grant Award, and the STEAM event taking place on April 16, 2024, at the Kravis Center. Trustee Link provided information on the Construction and Contracting best practices workshop being held at the Lake Worth Campus on February 8, 2024, by the Saul Ewing law firm.

## IX. PRESIDENT'S REPORT

### A. Fall 2023 Enrollment Update

Dr. Peter Barbatis, Vice President, Student Services and Enrollment Management provided an update on the Fall 2023 enrollment for the College. The learning modality was also discussed with questions regarding how we compare with other colleges and the student success rate difference between in-person and online classes. President Parker asked Dr. Coleman-Ferrell about the Hybrid classes and the percentage requirement between in-person and online. Dr. Coleman-Ferrell stated the Hybrid classes require 50% in-person. Dr. Barbatis also provided the ethnicity percentages, primary program of study numbers in comparison to last fall's enrollment, age distribution, full-time vs part-time, and gender information. Trustee Link questioned the Baccalaureate degree numbers being lower than in the past and how we can address this issue. Dr. Coleman-Ferrell discussed the change in leadership for the Baccalaureate program and the conversation taking place on maximizing capacity and marketing ideas to address these concerns. Dr. Barbatis shared the different enrollment campaigns to assist with enrollment and provided preliminary Spring 2024 enrollment figures. He also shared an overview of the Fall 2023 Commencement.

 [9.A. DBOT - Enrollment Presentation FALL 2023.pptx](#)

### B. Partnership with Related Together

Dr. Karline Prophete, Interim Dean, Student Development and Success, shared details with the Board regarding the partnership with Mr. Stephen Ross and Related Together. The College and the two West Palm Beach High Schools will benefit from this gift. Dr. Prophete provided details on the goal of the program and the importance of embedded advisors who will be at the schools to see the students through the process from high school to the College. Trustee Link questioned if the embedded advisors would be full-time staff, which Dr. Prophete confirmed they are full-time. Chair Bishop asked Dr. Prophete how she gets the students into the office to talk about the program and how many students the advisors have seen. Dr. Prophete shared the different marketing techniques and provided the average number of students seen by each school.

[9.B. DBOT - Stephen Ross Emerging Scholars Presentation Final01.11.2024.pptx](#)

### C. Communications and Public Affairs Update

Ms. Angela Harrington, Chief Communications and Public Affairs Officer provided an overview of the different venues the College is utilizing to expand brand awareness in the community. Ms. Harrington shared many of the positive comments being posted about the College on social media.



 [Communications and Public Affairs Update.pptx](#)

D. Polo Engagement for 2024

Mr. David Rutherford, Vice President, Institutional Advancement and CEO, The Foundation for Palm Beach State College, shared details and a brief video on last year's Polo season. Mr. Rutherford provided details on the purpose of the event and the good it does for the College. He also extended an invite to the Trustees to join on a Sunday of their choosing and the Foundation would dedicate that weekend to the Trustees and their guests only. The 2023-2024 Season began December 31, 2023 and will run through April 21, 2024.

President Parker reinforced the invite from Mr. Rutherford and expanded on how special the event is and how important the engagement is for the College. She then shared with Trustees her time in Tallahassee along with Abby Ross for PBC Days and the flyer that was handed out showcasing the projects the College was advocating for this year. President Parker also provided an update on the Florida College System being added to the State's healthcare insurance. She provided details on the meeting with the executive director for the division of Emergency Management for the state and his support of the Emergency Response Training Center. Lastly, President Parker introduced some special guests in the audience: Dr. Russell Kaufman, the new CIO, and several new members of the Emerging Leadership Program: Caroline Sheikhnia, Lisa Walther, and Sumaya Abbas.

 [January 2024 Polo Report.pptx](#)

[2024 Legislative Handout FCS PBSC Final](#)

[2024 AFC Legislative Flyers](#)

X. INFORMATIONAL ITEMS

A. Academic Affairs / Academic Innovation and Strategy / Student Services

B. Finance and Administration

1. Financial Review and Analysis

Mr. James Duffie, Vice President, Finance and Administration, provided this information as part of the Board packet and shared a brief overview. Trustees had no questions or comments.

 [Financial.Review&AnalysisCoverSheet-MT.5717.docx](#)

 [Budget.Analysis.December.31.2023.pdf](#)

2. Planning and Construction Projects Status Report Dated December 1, 2023

Mr. Kirk Stetson, Manager, Facilities, Planning and Construction provided this information as part of the Board packet. Mr. Stetson shared a brief update on the top four projects currently in progress,

at the College: Loxahatchee Groves Dental & Medical Technology Building, Lake Worth Medical Simulation Lab Remodel, Downtown Historic Building Remodel & Addition, and Panther Plaza. He also provided an update on the new construction on 95 which will continue to hinder the 6th Avenue entrance to the Lake Worth campus.

 [ConstructionStatusReportCoverSheet-MT.5881.docx](#)

 [Planning and Construction Projects Schedule dated December 1, 2023.pdf](#)

C. Information Services

1. IT Project Contracts

Mr. Ken Libutti, Chief Information Officer

This item was pushed to the February Board Meeting due to Mr. Libutti's absence.

 [Transmittal IT Contracts Update.docx](#)

 [10.C.1 IT Purchase Contracts DBOT.pptx](#)

**XI. ACTION ITEMS**

A. Academic Affairs / Academic Innovation and Strategy / Student Services

B. Finance and Administration

1. Ratify Contract with Journey and Associates, Inc. Using the Broward County Public Schools Contract #RFP-FY23-239 Guardian School Security Services in the Amount of \$1,848,096 through December 31, 2025

Dr. Delsa R. Bush, Director, Campus Safety and Risk Management updated the Board on the final selection of a contractor for the armed security offer program. Dr. Bush provided a brief background of the company, the implementation timeline for the other campuses to have armed officers on site, and the financial impact of the contract. Dr. Bush also invited Mr. Kent Journey, Ian Moffett, and Matthew Moffett from Journey and Associates to introduce themselves to the Board.

 [Transmittal - Journey and Associates Contract 1.16.2024, MT#5892.doc](#)

 [JAI.Security.Services.fully.executed.pdf](#)

 [Award Letter Journey & Associates FY23-239 \(2\).pdf](#)

 [Journey & Associates, Inc. Letter & Executed Agreement.pdf](#)

 [SafeCampusOfficerContractJourneyAndAssociates.ratify.pptx](#)

 [FY23-239 Guardian School Security Service Solicitation.PDF](#)

**Motion:** Approve ratifying the contract with Journey and Associates, Inc. using the Broward County Public Schools Contract #RFP23-239 Guardian School Security Services in the Amount of \$1,848,096 through December 31, 2025

Motion moved by Trustee Link and motion seconded by Trustee Friedman-Levine.

Approved

**XII. OTHER BUSINESS**

**XIII. BOARD MEMBER COMMENTS AND ANNOUNCEMENTS**

A. MLK Celebration

Palm Beach State College will host the Dr. Martin Luther King, Jr. Celebration in the Duncan Theatre starting at 11:00 am on Thursday, January 18, 2024. The event will feature keynote speaker Leonard Marshall, former NFL defensive lineman. Mr. Marshall won two Super Bowls with the NY Giants.

B. February DBOT Meeting

The next regular District Board of Trustees meeting is scheduled for Tuesday, February 27, 2024, on the Boca Raton Campus in the Humanities and Technology Building. The Boca Campus is located at 801 Palm Beach State College Drive, Boca Raton, FL 33431.

C. Construction and Contracting Program Best Practices Workshop

The College will hold a Construction and Contracting Program Best Practices Workshop on Thursday, February 8, 2024, from 1:00-5:00 pm with Saul Ewing on the Lake Worth Campus.

**XIV. ADJOURNMENT**

**Motion:** Chair Bishop asked for a motion to adjourn the meeting at 5:54 pm.

Motion moved by Trustee Link and motion seconded by Trustee Friedman-Levine.

Approved

ATTEST: \_\_\_\_\_

Patrice G. Bishop, Chairperson

\_\_\_\_\_  
Ava L. Parker, J.D., President

## Summary of Sabbatical Proposals 2024-2025

Professor (discipline)	Total	Rank	Duration	Cost
Anurag Katyal (Mathematics)	473	1	Full Year	\$9,686.52
Sapna Gupna (Chemistry)	429	2	Full Year	\$14,427.82
Kalisha Waldon (Education/Student Life Skills)	392	3	Full Year	\$10,598.45
Africa Fine (English)	389	4	1 semester	\$13,158.00
Gokarna Gharti-Chhetri (Natural Science)	380	5	Full Year	\$18,207.46
Nick Larocca (English)	371	6	1 semester	\$10,965.00
			<b>TOTAL</b>	<b>\$77,043.25</b>

### Anurag Katyal Full Year

For my sabbatical, I would like to:

1. promote PBSC's efforts on Affordability,
2. focus on the "Engage" Pillar of Instructional Excellence,
3. collaborate with faculty at PBSC and other institutions around the country,
4. support the PBSC Panther Strong 2026 Strategic Plan, and
5. amplify the College's efforts in infusing AI across the curriculum.

### Sapna Gupta: Full year

I would like to develop a new GE course, CHM1020, to provide students with more variety in chemistry GE courses, especially for the ones who are not interested in taking intense chemistry courses like general chemistry or introduction to chemistry. This course content will be more current events driven that will generate and understanding what chemists do. My goal is to update two of my general chemistry 1 and 2 textbooks/course packs and publish the second and third editions. I will be reviewing my PowerPoint slides and all the ancillary materials that go in the books to make sure the second editions look better than the first. As the modes of teaching evolve, we teachers also must evolve. I teach using all the different modalities of teaching: online, live online and in person. I also teach all my classes using the flipped method. With changes in technology, and after using my materials for more than five years, I would like to record the new updated PowerPoint lectures. I want to build the lectures into Nearpod; update all my assignments and link them to Gradescope to give better feedback to students.

### Kalisha Waldon: Full year

The Panther Strong 2026 Strategic Plan focuses on student completion, the cultivation of dynamic collaborations, and the creation of a culture that is committed to the success of every student. This sabbatical proposal aims to focus primarily on the faculty experience and their role as vested partners in assisting the college in achieving its goals. As an approach, the proposal is aiming to explore three key areas:

*Professional Development (Student Success through the Lens of Data Literacy)*- Panther Strong 2026 is data-focused. While the new Dashboard provides ease of access to the data, faculty should be provided with support in interpreting the data to better understand student needs and to make informed instructional decisions. It is also essential that this training on the ethical considerations of data analysis and the use of student data.

*Mentorship/Coaching (Instructional Quality)*- Equipped with a better understanding of the data, faculty should then be provided with opportunities to learn how to tailor their teaching methods, instructional materials, and supports to improve student success outcomes in their courses. To accomplish this endeavor, a solid mentorship/coaching approach should be developed in pedagogy and data utilization. It should foster a collaborative environment where faculty can

share insights, strategies, and challenges in implementing data-informed practices. By incorporating ongoing professional development sessions, workshops, and peer-to-peer learning opportunities, educators can refine their teaching methodologies, adapt materials, and provide targeted support that aligns with students' diverse needs and learning styles. This approach should encourage continuous improvement, emphasizing the integration of evidence-based practices both pedagogical and data-driven. The initiative can be developed in concert with the Center for Teaching and Learning Excellence.

*Sense of Belonging (Faculty Alternative Career Pathways)*- As an academic institution, there is a need to establish viable career pathways for faculty who desire alternative career trajectories that align with their professional interests (i.e., teaching, research, and specialized roles within academia, project management). Even though this essential aspect of the suggested sabbatical might not seem to neatly integrate with the previously mentioned areas, there is a correlation. The former areas will potentially create new roles (permanent and temporary) that can harness the unique talents and experiences of faculty. The pathway can help with the creation of innovative, hands-on experiences and interdisciplinary projects that are collaborative and leverage the resources and funds of knowledge of our surrounding community and business partners.

#### **Africa Fine: Fall Term**

I plan to use my sabbatical leave to complete my sixth book, either a novel or creative nonfiction. In addition, I will attend the Writing Sisters Summit in Mexico, and I would like to use this opportunity to plan a creative writing event where students can showcase their work in a safe space. I will base this event on my experience with the writing summit. Between 2001 and 2010, I wrote and published five novels, but I haven't had the time for sustained writing in 13 years. I'd like to use the sabbatical to nurture my creative life outside the classroom. It's important that we balance teaching with outside pursuits to care for our whole selves. I have preliminary outlines for two specific book ideas and plan to transform one into a finished manuscript. I plan to have query letters and a completed manuscript to send to publishers by January 2025.

#### **Gokarna Gharti-Chhetri: Full Year**

For my sabbatical, I am writing a proposal to explore and apply Artificial Intelligence (AI) techniques in the context of teaching and learning in biological sciences. As education continues to evolve, the integration of AI technologies offers significant opportunities to enhance instructional methods, student engagement, and overall learning outcomes. It will require an exploration and understanding of the existing applications of AI in education, including adaptive learning platforms, intelligent tutoring systems, and personalized learning experiences. For this, I will network and collaborate with AI experts across disciplines to gain insights into the latest developments and best practices. I will incorporate the best AI tools into a course.

#### **Nick LaRocca – Fall Term**

During my sabbatical leave, I will focus on “cultivating high-impact teaching practices and immersive educational experiences that empower every student in their own academic and career success” by “implementing AI” [www.palmbeachstate.edu/strategic-plan/teaching-learning.aspx](http://www.palmbeachstate.edu/strategic-plan/teaching-learning.aspx)

In order to do this, I will gain understanding of the impact of AI on higher education and in particular on writing and literary analysis and will subsequently alter the Canvas (online) components of my courses to accommodate this effect.

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve the 2024-2025 Sabbatical Applications Staff Contact: Dr. Roger L. Yohe, Vice President, Academic Innovation and Strategy

**Summary:**

**Background/Pertinent Facts:** Recommendation to approve the Sabbatical Leave for instructional faculty, counselors, and librarians. Eligible employees are in or beyond their seventh continuous year of full-time employment at the College. An employee granted sabbatical leave must return to Palm Beach State College for one contractual year of service following such leave, or he/she will be required to repay the College any salary paid while on leave. Applications may be for either one term, fall or spring, funded at full salary, or two terms, funded at 75% salary.

The President and President's cabinet approved the three attached applications from the Vice President of Academic Affairs and the Vice President of Academic Innovation and Strategy.

**Financial Impact:** \$77,043.25

**Strategic Goal(s) Addressed:** Completion, Collaboration, Culture.

**Duration of Contract:** One term or One Academic year

**RECOMMEND:** Approval

**Attachments:**

Sabbatical Summary 2024-2025 (002)

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve Increase to Contract with Instructure Utilizing Florida State University Board of Trustees Contract Awarded Under Solicitation No. ITN 5774-4 in the Amount of \$127,441.74 through June 30, 2027. Staff Contact: Dr. Roger L. Yohe, Vice President of Academic Innovation and Strategy

**Summary:**

**Background/Pertinent Facts:**

Recommendation that the Palm Beach State College District Board of Trustees authorize an addition to the current Canvas contract to include Canvas Impact. Canvas Impact will be an interactive communication layer and self-help support for instructors, staff, and students. It comprises five key components:

1. Context-specific self-help support is available 24/7.
2. Customizable and targeted inline messaging within Canvas for specific users/groups.
3. Routing support requests to relevant PBSC teams.
4. Measuring tool adoption impact through campaigns, tracking usage, and comparing adoption across courses.
5. Collecting user feedback.

Known initially as EasySoft before its acquisition by Instructure, PBSC utilized Impact integrated with Blackboard.

PBSC Online needs a centralized platform for online self-help support, resulting in difficulty accessing resources and guidance related to Canvas and integrated third-party tools. This decentralized approach leads to frustration, time wastage, and the risk of inconsistent information. Additionally, there needs to be more data on the usage of integrated tools, hindering the assessment of ROI, potentially paying for underutilized tools, and overlooking opportunities for improvement.

In summary, there needs to be a centralized self-help support system and usage data for integrated tools to ensure user satisfaction, tool adoption, and cost-effective educational technology management. Implementing a comprehensive support system and using data can enhance the educational experience.

According to DBOT policy 6Hx-18-4.11, Section 4C, amendments and change orders exceeding 20% of the Board-approved contract value or \$65,000 require Board approval. The contract's utilization aligns with 6A-14.0734(2)(c) Florida Administrative Code, adhering to unit or contract prices established through competitive solicitations.

The District Board of Trustees is requested to approve the change order to the Instructure Canvas contract for an additional spend of \$127,441.74 over three years.

The current Canvas contract was approved on June 8<sup>th</sup>, 2020, under MT 2215. Six years are remaining on the current Canvas contract.

The approval for the Instructure Canvas contract by the District Board of Trustees took place on June 8<sup>th</sup>, 2020, under MT 2215. The contract spans nine years, from March 31, 2020, to June 30, 2030, and amounts to 3.4 million dollars. Florida State University Board of Trustees (FSU) initially engaged with Instructure under a five-year agreement starting March 30, 2016, with an option to renew for an additional five years, as per Solicitation No. ITN 5774-4. On December 9, 2020, FSU extended the contract period from January 1, 2021, through December 31, 2026.

Board approval is subject to final review and determination of legal sufficiency by the Office of General Counsel.

**Financial Impact:** Canvas Contract 3.4 million dollars. Impact will add 127,441.74 over three years.

**Strategic Goal(s) Addressed:** Completion, Collaboration, Culture.

**Duration of Contract:** Three years (July 1, 2024, through June 30, 2027)

**RECOMMEND:** Approval

**Attachments:**

Palm Beach State College- Impact 3 Yr

MASTER SIGNED BY P. PARKER

FLITN MASTER

ITN 5774-4 Instructure Master Agreement

Instructure Canvas Amendment 1

Instructure Canvas Amendment 2

Instructure Canvas Renewal 1

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*



Order #: Q-259284-1  
 Date: 2024-01-12  
 Offer Valid Through: 2024-02-29

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

**Order Form For Palm Beach State College**

Address: 4200 Congress Avenue  
 City: Lake Worth  
 State/Province: Florida  
 Zip/Postal Code: 33461  
 Country: United States

**Order Information**  
 Billing Frequency: Annual Upfront  
 Payment Terms: Net 30

**Billing Contact**

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Primary Contact**

Name: Eva M Cruz Pedras  
 Email: cruzpee@palmbeachstate.edu  
 Phone: +1 561 868 3785

**Billing Frequency Term:**

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Impact Cloud Subscription	2024-07-01	2025-06-30	FTE	20,286	USD 1.50	USD 30,429.00
Recurring Sub-Total						USD 30,429.00
Impact Standard Implementation			Per Implementation	1	USD 3,900.00	USD 3,900.00
Non-Recurring Sub-Total						USD 3,900.00
Year 1 Total						USD 34,329.00

Year 2						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Impact Cloud Subscription	2025-07-01	2026-06-30	FTE	20,286	USD 2.26	USD 45,846.36
Recurring Sub-Total						USD 45,846.36
Year 2 Total						USD 45,846.36

Year 3						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Impact Cloud Subscription	2026-07-01	2027-06-30	FTE	20,286	USD 2.33	USD 47,266.38
Recurring Sub-Total						USD 47,266.38
Year 3 Total						USD 47,266.38
<b>Grand Total:</b>						USD 127,441.74

Professional Services	Description	Expiration	Qty
Impact Standard Implementation		N/A	1
Impact Instance Setup	Setup of one Impact instance	12 Months	1
Impact Online Consulting	Impact consultants will provide Customer's Impact users with online consultation on how to use Impact for a maximum of five (5) expert users per consultation. Consultations will be divided into the following sessions: one(1) session of one(1) hour for use case definition one (1) session of two (2) hours for use case development workshop and one (1) hour for use case review and go-live. The consultant will spend up to six (6) hours developing a campaign and configuring the system to align to identified use case. Customer will receive access to the online 'ImpactAcademy' where training videos and instructions are available.	12 Months	1

**Metrics and Descriptions:**

**FTE:** FTE Metric is measured by the unduplicated 12-month full-time equivalent students in accordance with the definition published by the Integrated Postsecondary Education Data System.

The FTE fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.

Product	Description
Impact Cloud Subscription	1 GB/subscription per FTE of storage is included in the annual subscription fee. Additional storage can be purchased for \$3,000 per 1 TB per year.

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:  
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>  
 Folium: <https://portfolium.com/support-terms>  
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Terms and Conditions**

This Order Form, together with the Master Agreement (ITN-5774-4) between Instructure and the FSU dated March 30, 2016 ("Master Agreement") and any amendments and attachments (including the Participation Agreement between Instructure and FIU dated November 9, 2017) thereof, which are all incorporated herein by reference, for the entire agreement between the parties in respect of the products and services set forth in this order form.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?  Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____  <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

**Palm Beach State College**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** 02/27/2024

**To:** Members of the District Board of Trustees

**From:** Ava L. Parker, J.D., President

**Subject:** Class Meeting 2025-20256

Staff Contact: Dr. Coleman-Ferrell, Vice President of Academic Affairs  
Susan Bierster, Interim Dean of Academic Affairs

**Summary:**

**Background/Pertinent Facts:** Annually, Palm Beach State College presents its academic calendar for the following academic year for review by the District Board of Trustees for approval and submission to the Florida Department of Education.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Expand - Evaluate and Align

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** Class Meeting 2025-2026.PDF

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*



Approved by DBOT: Pending  
 Approved by State: Pending

Exception: Faculty Planning Week

CLASS START TIMES: MORNING: 8:00 am - 11:00 am AFTERNOON: 12:30 pm - 3:30 pm EVENING: 5:00 pm - 8:00 pm

2026	SUN	MON	TUE	WED	THU	FRI	SAT
Jan		5 15-Week Term Begins 1st 7.5-Week Term Begins	6 ~ Faculty Return Planning/Mtgs**	7 ~ Faculty Return Planning/Mtgs**	8 ~ Faculty Return Planning/Mtgs**	9 ~ Faculty Return Planning/Mtgs**	10 ~ No Class Meeting
	11	12 15-Week Term Begins 1st 7.5-Week Term Begins	13	14	15	16	17 ~ CLOSED (MLK Day)
	18 ~ CLOSED (MLK Day)	19 ~ CLOSED (MLK Day)	20	21	22	23	24
	25	26	27	28	29	30	31
Feb		1 2 12-Week Term Begins	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
Mar		1 2	3	4 Last class meeting of 1st 7.5-Week Term	5 Express A Ends Wakeup Exams Only Grades Due*	6	7
	8	9 ~ CLOSED (Spring Break)	10 ~ CLOSED (Spring Break)	11 ~ CLOSED (Spring Break)	12 ~ CLOSED (Spring Break)	13 ~ CLOSED (Spring Break)	14 ~ CLOSED (Spring Break)
	15 ~ CLOSED (Spring Break)	16 2nd 7.5-Wk Term Begins	17	18	19	20	21
	22	23	24	25 ~ Academic Dev Day Clusters**	26	27	28
	29	30	31	--	--	--	--
Apr		--	--	1	2	3 ~ CLOSED (Spring Holiday)	4 ~ CLOSED (Spring Holiday)
	5 ~ CLOSED (Spring Holiday)	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	--	--
May		--	--	--	--	1	2
	3	4	5	6 ~ Commencement** Degree & Certificate	7 End 15-Week Term End 12-Week Term End 2nd 7.5-Week Term Wakeup Exams Only Faculty Grading Day	8 ~ Faculty Grading Day**	9 ~ CLOSED
	10	11 ~ Grades Due by 6pm* Faculty Planning Day**	12 ~ Faculty Planning Day**	--	--	--	--
<b>75</b>	<b>← # Class Meetings →</b>	<b>15</b>	<b>16</b>	<b>15</b>	<b>15</b>	<b>14</b>	<b>13</b>

Final Exams are given on the last class meeting.

Faculty Return	[Jan 6, 2026]	15-Week Term (Full Term)	[Jan 12 - May 7, 2026]
Faculty Meetings/Planning	[Jan 6 - 9, 2026]	1st 7.5-Week Term (Express A)	[Jan 12 - Mar 5, 2026]
Faculty Grading/Planning end of Spring Term	[May 8 - 12, 2026]	12-Week Term (12 week Term)	[Feb 2 - May 7, 2026]
Academic Development Day/Clusters	[Mar 25, 2026]	2nd 7.5-Week Term (Express B)	[March 16 - May 7, 2026]
Degree & Certificate Commencement	[May 6, 2026]		

\* Grades Due: Grades are due online by 6:00pm on [3/5] for 1st 7.5-Week session and on [5/11] for 15-, 12-, and 2nd 7.5-Week sessions  
 ~ No Class Meeting day or COLLEGE CLOSED day.

Class Meeting Calendar  
 Class Meeting Days are Monday-Friday,  
 excluding activities and closed days that are marked with a tilde (~).

Approved by DBOT: Pending  
 Approved by State: Pending

Exception: Planning week

CLASS START TIMES: MORNING: 8:00 am - 11:00 am AFTERNOON: 12:30 pm - 3:30 pm EVENING: 5:00 pm - 8:00 pm

2026	SUN	MON	TUE	WED	THU	FRI	SAT
May	--	Summer A Begins (1st 6 weeks) 18 Summer Full Begins (12 weeks)	19	20	21	22	23 ~ CLOSED (Memorial Day)
	24 ~ CLOSED (Memorial Day)	25 ~ CLOSED (Memorial Day)	26	27	28	29	30
	31	--	--	--	--	--	--
Jun	--	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19 ~CLOSED (Juneteenth)	20
	21	22	23	24	25 Last day of class Summer A	26	27
	28	End Summer A 29 · MakeUp Exams · Grades Due*	Summer B Begins 30 (2nd 6 weeks)	--	--	--	--
Jul	--	--	--	1	2	3	4 ~ CLOSED (Independence Day)
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	--
Aug	--	--	--	--	--	--	1
	2	3	4	5	6 Last day of class Summer B & Full Term	7 ~NO CLASS MEETING	8
	9	End Summer B & Full Term 10 · MakeUp Exams · Grades Due*	--	--	--	--	--
<b>59</b>	<b>← # Class Meetings →</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>12</b>	<b>10</b>	<b>10</b>

Final Exams are given on the last class meeting.

Summer A Term	(1st 6 weeks)	(Express A)	[May 18 - June 29, 2026]
Summer B Term	(2nd 6 weeks)	(Express B)	[June 30 - Aug 10, 2026]
Summer C Term	(12 weeks)	(Full Term)	[May 18 - Aug 10, 2026]

~ No Class Meeting day or COLLEGE CLOSED day.

\* Grades Due: Grades are due online by 6:00pm on [6/29] for Summer A and on [8/10] for Summer B, B and Full term

\*\*Faculty Duty Day

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024

**To:** Members of the District Board of Trustees

**From:** Ava L. Parker, J.D., President

**Subject:** Deletion of 3 College Credit Certificate Computer Programs:  
Information Technology Technician (6143), Network Infrastructure (6542)  
and Advanced Network Infrastructure (6135).  
Effective Fall 2024  
Staff Contact: John Hadley, Dean of Business and Computer Science

**Summary:**

**Background/Pertinent Facts:** The decision to close the College Credit Certificate (CCC) Computer Programs in Information Technology Technician, Network Infrastructure, and Advanced Network Infrastructure is due to evolving technology, changing industry partner needs, and declining student demand for these programs. The College's remaining computer programs are continuously reviewed and revised in response to rapidly evolving technology and industry needs and removal of these programs does not have any personnel or resource impact. All personnel and resources will continue supporting the college's remaining computing programs and new Cybersecurity and Artificial Intelligence programs slated to begin in Fall 2024.

**Financial Impact:** None

**Strategic Goal(s) Addressed:** Collaboration. The deletion of these CCC program options from the College's inventory will serve our community's economic growth by ensuring credentialed graduates are prepared for the workforce by having up-to-date knowledge and technical skills.

**Duration of Contract:** Not applicable

**RECOMMEND:** Approval

**Attachments:** Consent Agenda Item - Curriculum Program Terminations: Information Technology Technician (6143), Network Infrastructure (6542) and Advanced



Network Infrastructure (6135).

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*



## District Board of Trustees

### Consent Agenda Items – Curriculum Program Termination

Date of Submission: 1/18/2024

Date of DBOT Decision: 2/27/2024

Approved: Select

**Curriculum Proposal:** This form is to be used when submitting a DBOT consent agenda item. Please address all the following:

#### I. DESCRIPTIVE DATA

- a. **Academic and Career Community:** Science, Technology, Engineering, Math (STEM)
- b. **Program Name:** Advanced Network Infrastructure College Credit Certificate (CCC) (6135)
- c. **Individual(s) Responsible for Termination of Program:** John Hadley, Interim Associate Dean
- d. **Effective Term/Year for program closure (no new enrollment):** 8/26/2024
- e. **Type of Curriculum Action:** Termination
- f. **Campus(es) Offered:**  Lake Worth  Boca Raton  Palm Beach Gardens  Belle Glade  Loxahatchee
- g. **This program has a specialized accreditation (in addition to SACSCOC) that need to be notified:** No\*
- h. **This program has articulation agreements with other institutions:** No \*  
*\*If the answers to (g) and (h) above are Yes, explain further in the Justification in Section II.a.*

#### II. MISSION AND STRATEGIC PLAN ALIGNMENT STATEMENT

- a. **Justification (and alignment with College Mission and Goals)**  
The decision to close the Advanced Network Infrastructure CCC is in response to evolving technology, changing industry needs and low student demand. This Program will remain in the inventory for teach-out.
- b. **Past performance of program**  
In an effort to improve enrollment and success, the program underwent a revision in 2018 however there have been no completers of this CCC in the past 5 years.

#### III. IMPACT OF TERMINATION ON STUDENTS, FACULTY/STAFF, FACILITIES/BUDGET, AND PROGRAMS

- a. **Indicate how many students are affected, the teach-out plan, will the students incur any additional costs, how the information will be communicated, and how will students be assisted to complete with minimal disruption:**  
There are 4 students currently enrolled in the program. All students enrolled are expected to complete the 36-credit Advanced Network Infrastructure CCC by the end of Summer 2026. No additional costs will be incurred by students due to the CCC closure. The program closure will be communicated via letters with a teachout plan to each student that had declared the program. A statement will also be added to the College catalog and on the program webpage.
- b. **Indicate plans for personnel affected, including number of FT and PT faculty and staff:**  
There is no impact to personnel. All FT and PT faculty and staff will continue employment in the College's computer programs.
- c. **Indicate the affect on facilities and budget including program equipment, classrooms, fees, LLRC resources:**  
There is minimal impact to facilities, equipment, LLRC and budgets. The 36-credit Advanced Network Infrastructure CCC program is embedded in the Associate of Science program, which will remain active. The budget and all existing facilities, equipment, and LLRC will continue supporting the College's remaining computing programs and new Cybersecurity and Artificial Intelligence programs scheduled to begin Fall 2024.
- d. **Describe the effect this termination will have on existing programs:** (enrollment, staffing, operational cost, facilities, equipment, etc.)

There is minimal impact on existing programs. The 36-credit Advanced Network Infrastructure CCC program is embedded in the Associate of Science program, which will remain active. All existing facilities, equipment, faculty, and staff will continue supporting the College's remaining computing programs and new Cybersecurity and Artificial Intelligence programs scheduled to begin Fall 2024.



## District Board of Trustees

### Consent Agenda Items – Curriculum Program Termination

Date of Submission: 1/18/2024

Date of DBOT Decision: 2/27/2024

Approved: Select

**Curriculum Proposal:** This form is to be used when submitting a DBOT consent agenda item. Please address all the following:

#### I. DESCRIPTIVE DATA

- a. **Academic and Career Community:** Science, Technology, Engineering, Math (STEM)
- b. **Program Name:** Information Technology Technician College Credit Certificate (CCC) (6143)
- c. **Individual(s) Responsible for Termination of Program:** John Hadley, Interim Associate Dean
- d. **Effective Term/Year for program closure (no new enrollment):** 8/26/2024
- e. **Type of Curriculum Action:** Termination
- f. **Campus(es) Offered:**  Lake Worth  Boca Raton  Palm Beach Gardens  Belle Glade  Loxahatchee
- g. **This program has a specialized accreditation (in addition to SACSCOC) that need to be notified:** No\*
- h. **This program has articulation agreements with other institutions:** No \*

*\*If the answers to (g) and (h) above are Yes, explain further in the Justification in Section II.a.*

#### II. MISSION AND STRATEGIC PLAN ALIGNMENT STATEMENT

- a. **Justification (and alignment with College Mission and Goals)**  
The decision to close the Information Technology Technician CCC program is due to FLDOE-mandated changes to Career & Technical Education (CTE) curriculum offerings. This program is being deleted to address state level program deletions. This Program will remain in the inventory for teach-out. This program was replaced by the Network Support Technician CCC (6540) program. Prospective students will be directed to the Network Support Technician CCC program moving forward.
- b. **Past performance of program**  
The Information Technology Technician College Credit Certificate (CCC) program (6143) has enrolled 26 students since 2019 and an average of 14 completions per year. However, the retention rate for 2021-2022 was 42%. The state is discontinuing this program. In its place, we recommend the Network Support Technician CCC (6540), which offers a more up-to-date curriculum with fifteen core courses and six credits of elective courses. This change provides students with greater flexibility and better aligns with industry demands.

#### III. IMPACT OF TERMINATION ON STUDENTS, FACULTY/STAFF, FACILITIES/BUDGET, AND PROGRAMS

- a. **Indicate how many students are affected, the teach-out plan, will the students incur any additional costs, how the information will be communicated, and how will students be assisted to complete with minimal disruption:**  
There are 26 students currently enrolled in the program. All students enrolled are expected to complete the 21 credit Information Technology Technician CCC by the end of Spring 2025. No additional costs will be incurred by students due to the CCC closure. The program closure will be communicated via letters with a teachout plan to each student that had declared the program. A statement will also be added to the College catalog and on the program webpage.
- b. **Indicate plans for personnel affected, including number of FT and PT faculty and staff:**  
There is no impact to personnel. All FT and PT faculty and staff will continue employment in the College's computer programs.
- c. **Indicate the affect on facilities and budget including program equipment, classrooms, fees, LLRC resources:**  
There is minimal impact to facilities, equipment, LLRC and budgets. The 21-credit Information Technology Technician CCC program is embedded in the Associate of Science program, which will remain active. The budget and all existing facilities, equipment, and LLRC will continue supporting the

College's remaining computing programs and new Cybersecurity and Artificial Intelligence programs scheduled to begin Fall 2024.

- d. **Describe the effect this termination will have on existing programs:** (enrollment, staffing, operational cost, facilities, equipment, etc.)

There is minimal impact on existing programs. The 21-credit Information Technology Technician CCC program is embedded in the Associate of Science program, which will remain active. All existing facilities, equipment, faculty, and staff will continue supporting the College's remaining computing programs and new Cybersecurity and Artificial Intelligence programs scheduled to begin Fall 2024.



## District Board of Trustees

### Consent Agenda Items – Curriculum Program Termination

Date of Submission: 1/18/2024  
Date of DBOT Decision: 2/27/2024  
Approved: Select

**Curriculum Proposal:** This form is to be used when submitting a DBOT consent agenda item. Please address all the following:

#### I. DESCRIPTIVE DATA

- a. **Academic and Career Community:** Science, Technology, Engineering, Math (STEM)
  - b. **Program Name:** Network Infrastructure College Credit Certificate (CCC) (6542)
  - c. **Individual(s) Responsible for Termination of Program:** John Hadley, Interim Associate Dean
  - d. **Effective Term/Year for program closure (no new enrollment):** 8/26/2024
  - e. **Type of Curriculum Action:** Termination
  - f. **Campus(es) Offered:**  Lake Worth  Boca Raton  Palm Beach Gardens  Belle Glade  Loxahatchee
  - g. **This program has a specialized accreditation (in addition to SACSCOC) that need to be notified:** No\*
  - h. **This program has articulation agreements with other institutions:** No \*
- \*If the answers to (g) and (h) above are Yes, explain further in the Justification in Section II.a.*

#### II. MISSION AND STRATEGIC PLAN ALIGNMENT STATEMENT

- a. **Justification (and alignment with College Mission and Goals)**  
The decision to close the Network Infrastructure CCC is in response to evolving technology, changing industry needs and low student demand. This Program will remain in the inventory for teach-out.
- b. **Past performance of program**  
In an effort to improve enrollment and success, the program underwent a revision in 2018 however there have been 3 completers of this CCC in the past 5 years.

#### III. IMPACT OF TERMINATION ON STUDENTS, FACULTY/STAFF, FACILITIES/BUDGET, AND PROGRAMS

- a. **Indicate how many students are affected, the teach-out plan, will the students incur any additional costs, how the information will be communicated, and how will students be assisted to complete with minimal disruption:**  
There are 6 students currently enrolled in the program. All students enrolled are expected to complete the 21-credit Network Infrastructure CCC by the end of Spring 2026. No additional costs will be incurred by students due to the CCC closure. The program closure will be communicated via letters with a teachout plan to each student that had declared the program. A statement will also be added to the College catalog and on the program webpage.
- b. **Indicate plans for personnel affected, including number of FT and PT faculty and staff:**  
There is no impact to personnel. All FT and PT faculty and staff will continue employment in the College's computer programs.
- c. **Indicate the affect on facilities and budget including program equipment, classrooms, fees, LLRC resources:**  
There is minimal impact to facilities, equipment, LLRC and budgets. The 21-credit Network Infrastructure CCC program is embedded in the Associate of Science program, which will remain active. The budget and all existing facilities, equipment, and LLRC will continue supporting the College's remaining computing programs and new Cybersecurity and Artificial Intelligence programs scheduled to begin Fall 2024.
- d. **Describe the effect this termination will have on existing programs:** (enrollment, staffing, operational cost, facilities, equipment, etc.)

There is minimal impact on existing programs. The 21-credit Network Infrastructure CCC program is embedded in the Associate of Science program, which will remain active. All existing facilities, equipment, faculty, and staff will continue supporting the College's remaining computing programs and new Cybersecurity and Artificial Intelligence programs scheduled to begin Fall 2024.

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024

**To:** Members of the District Board of Trustees

**From:** Ava L. Parker, J.D., President

**Subject:** DBOT Consent Agenda Program Termination – Crime Scene  
Technology CCC Program 02.27.24  
Staff Contact: Dr. Kimberly Lea, Dean of Workforce and Development

**Summary:** Based on the November 15, 2023 Criminal Justice Advisory Board meeting, it was determined that the current CCC certification is no longer relevant in the current workforce environment due to industry standards. The current standard of hiring uses a minimum of an AS degree in Crime Scene Investigations.

**Background/Pertinent Facts:** The Public Safety Division has decided to close the Crime Scene Technology CCC program as it no longer serves industry needs. An Associate of Science Crime Scene Technology degree is required for current job vacancies in this field. There is no impact to the AS program which will continue to be offered.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Collaboration. The deletion of this CCC program option from the College's inventory will serve our community's economic growth by ensuring graduates are prepared with the appropriate credentials for the workforce.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** Curriculum Program Termination - Crime Scene Technology (CCC) (6436)



**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*



## District Board of Trustees

### Consent Agenda Items – Curriculum Program Termination

Date of Submission: 1/18/2024
Date of DBOT Decision: 2/27/2024
Approved: Select

**Curriculum Proposal:** This form is to be used when submitting a DBOT consent agenda item. Please address all the following:

#### I. DESCRIPTIVE DATA

- a. **Academic and Career Community:** Public Safety
  - b. **Program Name:** Crime Scene Technology College Credit Certificate (CCC) (6436)
  - c. **Individual(s) Responsible for Termination of Program:** Dr. Kim Lea, Academic Dean
  - d. **Effective Term/Year for program closure (no new enrollment):** 8/26/2024
  - e. **Type of Curriculum Action:** Termination
  - f. **Campus(es) Offered:**  Lake Worth  Boca Raton  Palm Beach Gardens  Belle Glade  Loxahatchee
  - g. **This program has a specialized accreditation (in addition to SACSCOC) that need to be notified:** No\*
  - h. **This program has articulation agreements with other institutions:** No \*
- \*If the answers to (g) and (h) above are Yes, explain further in the Justification in Section II.a.*

#### II. MISSION AND STRATEGIC PLAN ALIGNMENT STATEMENT

- a. **Justification (and alignment with College Mission and Goals)**  
The decision to close the Crime Scene Technology CCC program is due to it no longer serves industry needs. The Crime Scene Technology CCC is embedded in the AS-Crime Scene Technology degree. The courses will remain in the AS-Crime Scene Technology degree. An AS-Crime Scene Technology degree is required for current job vacancies in this field.
- b. **Past performance of program**  
2018-2019: 12 Students  
2019-2020: 22 Students  
2020-2021: 24 Students  
2021-2022: 24 Students  
2022-2023: 18 Students

**Total:** 100 Students

#### III. IMPACT OF TERMINATION ON STUDENTS, FACULTY/STAFF, FACILITIES/BUDGET, AND PROGRAMS

- a. **Indicate how many students are affected, the teach-out plan, will the students incur any additional costs, how the information will be communicated, and how will students be assisted to complete with minimal disruption:**  
There are currently 2 students enrolled in the program. All students enrolled in the 28-cr CCC are expected to complete their program by end of fall term 2024. No additional costs will be incurred by students due to the closure of the CCC. The program closure will be communicated to the students in person and in writing with a teach-out plan for each student who had declared the program. A statement will be added to the College Catalog and on the program webpage.
- b. **Indicate plans for personnel affected, including number of FT and PT faculty and staff:**  
There is no impact to personnel. All FT and PT faculty and staff will continue employment in the College's Public Safety program.
- c. **Indicate the affect on facilities and budget including program equipment, classrooms, fees, LLRC resources:**  
There is minimal impact to facilities, equipment, LLRC and budgets. The 28-credit Crime Scene Technology CCC program is embedded in the AS-Crime Scene Technology degree which remains active. The budget and all existing facilities, equipment, and LLRC will continue supporting the College's remaining Public Safety programs.

- d. **Describe the effect this termination will have on existing programs:** (enrollment, staffing, operational cost, facilities, equipment, etc.)
- There is minimal impact on existing programs. The 28-credit Crime Scene Technology CCC program is embedded in the AS-Crime Scene Technology degree which is currently active. All existing facilities, equipment, faculty, and staff will continue supporting the College's remaining Public Safety programs.

# Palm Beach State College District Board of Trustees Meeting



2024 PBSC/Florida College  
System  
Legislative Update

Abby Ross, Executive Director  
Community Engagement & Special  
Assistant to the President

February 27, 2024





# Appropriations – FCS Highlights

- **House total proposed budget = \$115.5b; Senate total proposed budget = \$115.9b (for perspective, 2023-24 budget = approximately \$119.1b)**
- Senate Higher Education Budget
  - FCS = \$2.4b
  - Workforce education = \$639.3m
- House Higher Education Budget
  - FCS = \$1.8b
  - Workforce education = \$641m
- Full funding of all estimated students for all financial aid programs, including a \$26.2 million increase for Bright Futures and \$9.1 million increase for other financial aid programs
- **\$50 million increase to the funding formula (\$100m for 2023-24)**



# Appropriations - PBSC

- Currently awaiting House/Senate to appoint “conferees” and thereby begin conferencing (\*expected week of 2/19)
- Senate proposed budget:
  - \$9.7m for LW library remodel
  - \$1m for Emergency Response Training Center (ERTC)
- House proposed budget:
  - \$0
- Governor’s proposed budget:
  - \$10.9m for library remodel
- Working with sponsors to ensure we remain top of mind. Whatever is not worked out amongst each silo’s chair will be “bumped” to each Chamber’s Appropriations Chair (Broxson/Leek)
- Currently, PBSC requests are in the full Senate proposed budget



# State Group Health Insurance Program

- SB 2516/HB 5101 (conforming bill) provides for the FCS to enter the SGHIP by August 1, 2024
- If the college enrolls, must do so for a minimum of three years
- An \$80m appropriation from the Senate General Revenue proposed budget to support the initial “buy-in”; ongoing discussion with DMS how this would be paid for each year thereafter and whether the state would pick up increases as is done with SUS.
- FCS presidents signing onto letter to stay united
- Currently, thanking Members for their position and asking them to hold
- With Senator Broxson as Appropriations Chair, best chance we’ve had in years



# Update on Bills

## HB 1285/SB 996 (Rep. Canady; Sen. Burgess)

- Comprehensive bill with many facets
- As it pertains to FCS:
  - Requires school districts to make reasonable efforts to enter into dual enrollment agreements with FCS institutions that offer online courses
- An amendment added to the bill allows MDC, Polk State and TCC to charge up to \$290 per credit hour non-resident distance learning students on a program-by-program basis (argument is that this makes them more competitive to recruit more out-of-state learners)
- An amendment added regarding a prohibition as to certain business dealings for trustees (to SUS as well).

*“A member may not do business or have any business affiliation with any institution under his or her purview in the Florida College System while he or she is a member of a Florida College System institution’s board of trustees.”*

- **Pending action:** Passed 84-35 in the House; being heard in the Senate on Wednesday, 2/21





# Update on Bills

## HB 767/SB 62: Resident Status for Tuition Purposes In-State (Rep. V. Lopez/Valdes; Senator Osgood)

- This legislation seeks to ensure that individuals who have faced incarceration can maintain their residency status for in-state tuition purposes when seeking higher education (by using expired documentation).
- The sponsor highlighted its aim to reduce financial burdens for those seeking education post-incarceration and potentially reduce recidivism.
- The bill received support from various representatives and public members, emphasizing the importance of education in rehabilitation and societal reintegration.
- **Pending action:** Awaiting floor action in House; needs to be heard in final committee (Fiscal Policy) in Senate.



# Update on Bills

## HB 7051/SB 7032: Education (Rep. Melo; Senate Postsecondary Education Committee)

- Creates the Graduation Alternative to Traditional Education (GATE) program
- HB 7051 focuses on re-engaging students who leave high school without a diploma, GED, or essential skills. The GATE program provides educational and workforce training opportunities while allowing these students to complete HSD/GED.
- The bill's provision includes making students aware of the GATE program upon disenrollment and prioritizing funding sources (federal/state aid) before waiving tuition and fees.
- An amendment was adopted to make the GATE waiver contingent on appropriations, aiming to enhance adult education and workforce training, particularly in rural areas. Student must complete program within three years.
- **Pending action:** Awaiting floor action in House; assigned only one committee (Appropriations) in the Senate (not yet heard)



# Update on Bills

## HB 917/SB 460: Career and Technical Education (Rep. Snyder; Senator Simon)

- Proposes allowing 16 and 17-year-olds to work in residential construction under certain conditions to address workforce shortages and encourage career and technical education.
- The bill aims to introduce minors to the construction industry through safe and regulated environments, emphasizing the potential for skill development and career exploration.
- Concerns were raised about safety and the adequacy of OSHA 10 training, with opponents arguing that it may not meet the Department of Labor's training standards. The discussion highlighted the need for balancing workforce development with ensuring the safety and well-being of young workers.
- **Pending action:** Awaiting floor action in the House; needs to be heard in final committee (Fiscal Policy) in Senate



# Update on Bills

## HB 151/SB 242: Florida Retirement System (Rep. Busatta Cabrera; Senate Gov't Oversight & Accountability)

- Restores a 3% cost of living adjustment for eligible FRS pension plan members who were initially enrolled in the FRS prior to July 1, 2011.
- Begins July 1, 2024, which will adjust every July 1 thereafter.
- The fiscal impact of these changes for the FCS is \$555k less contributions than last year
- **Pending action:** In returning “messages” and awaiting a new floor vote in the House (Senate amended and sent the bill back)



# Questions?

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Financial Review and Analysis Staff Contact: Mr. James Duffie, Vice President, Finance and Administration  
**Category:** Report

**Summary:**

**Background/Pertinent Facts:** This agenda item provides a snapshot of the month-end budget and actual revenues and expenses as of 01/31/2024.

The College continues to closely monitor revenues and expenses, paying close attention to enrollment data as it relates to revenue.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Excel - Organizational Vitality.

**Duration of Contract:** N/A

**RECOMMEND:** For Information Only

Attachments:

Budget.Analysis.January.31.2024

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**Palm Beach State College**  
**For the Seven Months Ending January 31, 2024**

	<b>2023/24 Proposed Budget</b>	<b>Year to Date 1/31/2024</b>	<b>% Current to Original Budget</b>
<b>Revenues:</b>			
Student Tuition & Fees	\$ 71,979,043	\$ 51,211,204	71%
Less: Legislative Fee Waivers	(17,062,040)	(13,088,372)	77%
Net Student Tuition & Fees	<u>\$ 54,917,003</u>	<u>\$ 38,122,832</u>	<u>69%</u>
Dual Enrollment Fees	\$ 2,000,000	\$ 975,927	49%
State Government:			
FL College System Program Fund	\$ 65,047,135	\$ 37,944,162	58%
Lottery	13,961,552	8,144,239	58%
Performance Funding	1,524,062	889,036	58%
Other	2,396,533	1,029,760	43%
Total State Government	<u>\$ 82,929,282</u>	<u>\$ 48,007,197</u>	<u>58%</u>
Federal Government	551,500	587,666	107%
Private Grants/Contracts	200,000	350,330	175%
Sales and Services	1,200,000	670,286	56%
Interest and Dividends & Gain/Loss on Investments	200,000	763,908	382%
Other Revenues	390,000	75,169	19%
Non-Revenue Receipts	1,139,500	664,708	58%
<b>Total Revenue</b>	<u><b>\$ 143,527,285</b></u>	<u><b>\$ 90,218,023</b></u>	<u><b>63%</b></u>
<b>Expenditures:</b>			
Compensation by Employment Category			
Instruction	\$ 26,644,732	\$ 12,890,460	48%
Instructional - Overload	3,700,000	2,454,424	66%
Adjunct Instructional	12,129,000	6,752,086	56%
Instructional Management	2,459,000	1,503,787	61%
Institutional Management	1,505,000	758,340	50%
Executive Management	2,277,000	1,558,570	68%
Other Professional	19,040,000	12,748,313	67%
Staff Part Time	2,700,000	1,324,996	49%
Technical, Clerical Trade and Service	14,839,000	8,405,393	57%
Student Assistants	300,000	189,884	63%
Contingency - Budget Only	500,000	-	0%
Total Compensation by Categories	<u>\$ 86,093,732</u>	<u>\$ 48,586,253</u>	<u>56%</u>
Benefits	23,478,627	14,762,319	63%
Total Compensation and Benefits	<u>\$ 109,572,359</u>	<u>\$ 63,348,572</u>	<u>58%</u>
Current Expenses			
Professional Development, Travel, & Mileage	\$ 734,787	\$ 313,131	43%
Freight and Postage	80,706	53,124	66%
Telecommunications	207,289	174,862	84%
Printing	137,576	31,845	23%
Repairs and Maintenance	2,091,088	939,246	45%
Rentals	309,372	77,269	25%
Insurance	2,869,270	2,340,309	82%
Utilities	3,891,998	2,225,917	57%
Other Services	6,745,205	2,780,697	41%
Professional Fees	1,612,502	1,378,759	86%
Materials and Supplies	4,199,352	1,013,992	24%
Data Software - Non Capitalized	3,952,660	2,673,397	68%
Maintenance and Construction Materials	292,926	174,298	60%
Other Materials and Supplies	853,814	714,380	84%
Library Resources	663,082	445,767	67%
Scholarships and Waivers	2,562,081	1,744,035	68%
Other Expenses	1,001,218	-	0%
Contingency	500,000	-	0%
Total Current Expenses	<u>\$ 32,704,926</u>	<u>\$ 17,081,028</u>	<u>52%</u>
Total Equipment	1,250,000	547,752	44%
<b>Total Expenditures</b>	<u><b>\$ 143,527,285</b></u>	<u><b>\$ 80,977,352</b></u>	<u><b>56%</b></u>
<b>Net Revenue (Expense)</b>	<u><b>\$ -</b></u>	<u><b>\$ 9,240,671</b></u>	

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Second Quarter FY2023-2024 Procurement Reports October 1, 2023 through December 31, 2023 Staff Contact: Ms. Jennifer Alvarez, Procurement Director  
**Category:** Report

**Summary:**

**Background/Pertinent Facts:** DBOT Policy **6Hx-18-1.31(7b)**, Contracting Authority, specifies the President's authority to sign or otherwise execute contracts for commodities and services the total value of which is under \$325,000 (the threshold amount noted in Florida Statue 287.017 Category Five). Pursuant to the same Policy **6Hx-18-1.31(8)**, administration will provide quarterly reports of procurement activities to the Board.

The attached quarterly reports represent all purchase orders and supplier contracts for the quarter ending December 31, 2023 for commodities and services based on the results of various competitive processes:

- Purchase Order Report by Supplier - Lists all Suppliers issued Purchase Orders for the quarter, the total amount of those orders for each Supplier, and the number of orders for each Supplier.
- Supplier Contract Report - Lists all Suppliers with Contracts for the quarter and is sorted by amount.

An annual 'quarter to quarter' comparison of purchase orders and supplier contracts is provided below. For the quarter, the top fifty suppliers account for about 85% of the total college purchase orders. An annual 'quarter to quarter' comparison of purchase orders and supplier contracts is provided below:



2nd QUARTER (QTR) PURCHASE ORDER COMPARISON		
DATE	TOTAL TRANSACTIONS	TOTAL
FY23 (10/01/2022– 12/31/2022)	811	\$6,409,232
FY24 (10/01/2023 – 12/31/2023)	914	\$14,292,494

2nd QUARTER (QTR) SUPPLIER CONTRACT COMPARISON		
DATE	NUMBER OF CONTRACTS	TOTAL
FY23 (10/01/2022– 12/31/2022)	33	\$1,314,680
FY24 (10/01/2023 – 12/31/2023)	19	\$3,885,926

The data reveals that the total of purchase orders for the quarter reported is significantly higher than the prior year. This is due to the construction purchase orders related to this year’s 6<sup>th</sup> Avenue Landscape Beautification project which includes the purchase order issued to the contractor as well as owner direct purchase orders that are executed by the college for tax savings on the project.

**Financial Impact:** All Purchase Orders and Supplier Contracts included in the quarterly reports were approved in the FY2024 Budget appropriations and approved through District Board of Trustees action.

**Strategic Goal(s) Addressed:** Expand. Ensure growth by attracting and retaining students through effective alignment of programs, services, and resources for a changing marketplace.

**Duration of Contract:** Not Applicable.

**RECOMMEND:** For Information Only

Attachments:

Purchase\_Orders Oct 1 23-Dec 31 23

Supplier\_Contracts Oct 1 23 - Dec 31 23

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**2nd Quarter FY2024 Purchase Order Report**

Item	Supplier	Count of Purchase Orders for Quarter for Supplier	Sum of Purchase Orders for Quarter for Supplier	Percent of Total Spend
1	All-Site Construction, Inc.	1	\$2,322,467.49	16.25%
2	Weatherproofing Technologies, Inc.	2	\$982,206.11	6.87%
3	Trane U S Inc	1	\$830,000.00	5.81%
4	Ferguson Enterprises LLC dba Ferguson Waterworks	1	\$786,837.00	5.51%
5	Advanced Roofing, Inc.	3	\$677,954.38	4.74%
6	Paychex Investment Partnership Lp	3	\$675,000.00	4.72%
7	Workday Inc	5	\$617,513.00	4.32%
8	Cemex Inc. D/B/A	1	\$459,089.24	3.21%
9	Compuquip Technologies LLC	2	\$385,822.40	2.70%
10	REXEL USA, INC dba GEXPRO	1	\$370,000.00	2.59%
11	Timothy Rose Contracting, Inc.	1	\$367,400.00	2.57%
12	Nucor Corporation dba Vulcraft SC	1	\$350,000.00	2.45%
13	Aldora Aluminum & Glass Products, Inc.	1	\$261,655.91	1.83%
14	Shi International Corp	5	\$211,476.25	1.48%
15	Structural Preservation Systems, LLC	1	\$210,099.00	1.47%
16	Independent Electrical Contractors, Inc. - F.E.C.C.	1	\$145,000.00	1.01%
17	Rebekah's Dreams Ent & Prod Svcs., Inc.	2	\$137,429.35	0.96%
18	FI Air Conditioning Apprentiship Assoc.	1	\$135,000.00	0.94%
19	Florida Atlantic University	1	\$127,000.00	0.89%
20	Follett Higher Education Group, LLC	4	\$106,039.44	0.74%
21	Guidepoint Security LLC	1	\$98,319.92	0.69%
22	EdCERT, LLC dba ACUE	1	\$96,250.00	0.67%
23	Class Technologies, Inc.	1	\$87,000.00	0.61%
24	Berwin Inc	6	\$85,259.67	0.60%
25	Lenovo (United States) Inc	12	\$83,973.00	0.59%
26	Palm Beach County Sheriff's Office	4	\$79,318.50	0.55%
27	Switch Vehicles, Inc	1	\$76,661.00	0.54%
28	B & H Photo-Video, Inc.	12	\$75,452.41	0.53%
29	Team Equipment, Inc.	1	\$74,944.35	0.52%
30	Corporate Risk Holdings III, Inc. dba HireRight, LLC	1	\$70,000.00	0.49%
31	Medivis, Inc.	1	\$70,000.00	0.49%
32	Florida International University	1	\$68,300.00	0.48%
33	Parchment LLC	2	\$66,140.00	0.46%
34	Jascko Corporation	1	\$65,600.00	0.46%
35	Collaborative Solutions LLC	1	\$65,000.00	0.45%
36	Cape Design Engineering	2	\$64,437.00	0.45%
37	Sperber Landscape Companies of FL, LLC dba Top Cut Lawn Services	4	\$61,386.00	0.43%
38	Good Karma Brands	1	\$60,000.00	0.42%
39	Cyberbit, Inc.	1	\$58,000.00	0.41%
40	Graybar Electric Co., Inc.	1	\$57,554.00	0.40%
41	Amazon.com Services, Inc.	213	\$57,410.45	0.40%
42	AVI-SPL LLC	1	\$57,126.35	0.40%
43	Fisher Scientific Company LLC	38	\$56,129.94	0.39%
44	Keyence Corp. Of America	1	\$50,011.40	0.35%
45	Franklin Covey Company	1	\$49,233.38	0.34%
46	HW Spring Training Complex LLC dba The Ballpark of the Palm Beaches	1	\$48,000.00	0.34%
47	Solid Waste Authority Of Palm Beach Cty	1	\$47,638.24	0.33%
48	Belfor Usa Group Incorporated	1	\$44,867.87	0.31%
49	DynaFire, LLC	1	\$43,893.56	0.31%
50	Fire & Security Solutions	2	\$43,496.31	0.30%
	<b>Total Top Fifty Suppliers</b>	<b>353</b>	<b>\$12,119,392.92</b>	<b>84.80%</b>
	<b>Total Other Suppliers</b>	<b>561</b>	<b>\$2,173,100.77</b>	<b>15.20%</b>
	<b>Total for 4th Quarter</b>	<b>914</b>	<b>\$14,292,493.69</b>	<b>100.00%</b>

**2nd Quarter FY2024 Supplier Contract Report**

<b>Item</b>	<b>Contract</b>	<b>Supplier</b>	<b>Total Contract Amount</b>
1	SC2191	Jurney & Associates Inc	\$1,848,096.00
2	SC2182	Advanced Roofing, Inc.	\$675,000.00
3	SC2155	Paychex Investment Partnership Lp	\$662,000.00
4	SC2186	Structural Preservation Systems, LLC	\$210,099.00
5	SC2152	Florida Atlantic University	\$127,000.00
6	SC2184	Medivis, Inc.	\$70,000.00
7	SC2153	Florida International University	\$68,300.00
8	SC2179	Workday Inc	\$57,600.00
9	SC2188	Workday Inc	\$36,070.00
10	SC2183	Civic Initiatives, LLC	\$29,990.51
11	SC2175	Workday Inc	\$26,400.00
12	SC2177	Calm.com, Inc.	\$18,240.00
13	SC2181	The Pennsylvania State University (Great Valley Campus)	\$17,000.00
14	SC2171	Follett Higher Education Group, LLC	\$12,500.00
15	SC2151	Josef Silny Assoc Inc. Int'l Educ Cons	\$10,000.00
16	SC2154	Paychex Investment Partnership Lp	\$6,500.00
17	SC2162	Atrium Campus LLC	\$5,900.00
18	SC2187	Workday Inc	\$4,230.00
19	SC2189	Lucille Jones	\$1,000.00
<b>Total Supplier Contracts</b>			<b>\$3,885,925.51</b>

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Planning and Construction Projects Status Report Dated February 1, 2024  
Staff Contact: Mr. Kirk Stetson, Manager, Facilities, Planning and Construction

**Summary:**

**Background/Pertinent Facts:** This report provides a monthly overview of all Facilities District Planning and Construction projects collegewide. Project categories include Study Phase, Design Phase and Construction Phase. The following Report Summary highlights the projects that are in the Active Construction Phase. The attached Active Planning & Construction Projects – Status Report provides more detail on each project.

**February 1, 2024 – Report Summary**

**DISTRICT**

- **6 projects**
- **2 projects active construction**
  - Classroom Tech - Phase 3 (all campuses)
  - Active Learning Studios - Phase 1 (all campuses)

**LAKE WORTH CAMPUS**

- **15 projects**
- **4 projects active construction**
  - Bldg ETA 128 – SIM Lab Remodel
  - Bldg CM 124 – HVAC Chiller #1 Replacement
  - Bldg CM 124 – HVAC Fan Coil Temp Control

- SITE – 6<sup>th</sup> Avenue Phase 1B – QUAD

#### **PALM BEACH GARDENS CAMPUS**

- **12 projects**
- **1 project active construction**
  - Bldg AD 101 – Stormwater Drainage

#### **BELLE GLADE CAMPUS**

- **3 projects**
- **no projects active construction**

#### **BOCA RATON CAMPUS**

- **5 projects**
- **2 projects active construction**
  - Bldg BT 104 – Engineering Technology Lab Remodel
  - Bldg CB 100 - HVAC Upgrades/IAQ

#### **LOX GROVES CAMPUS**

- **1 project**
- **1 project active construction**
  - Bldg 102 – NEW Dental & Medical Tech building

#### **42 Total projects tracking**

#### **10 Projects in construction**

#### **All contract construction projects “on Schedule” and “on Budget”**

**Financial Impact:** Not Applicable to this report. Impact to construction and maintenance funding is significant and estimated for each project reported.

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** Not Applicable to this report, which is updated weekly for submission and review by Finance and Administration.

**RECOMMEND:** Approval

#### **Attachments:**

Planning and Construction Projects Schedule dated February 1, 2024

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

# Active Planning & Construction Projects - STATUS REPORT

2/1/2024

## 1 Lake Worth Campus

### DISTRICT

No.	Project	Building	Type	Status	Design Services	Design Cost	Design Schedule	Construction Services	Est Const Cost	Const Schedule	Funding
1	Clstrm TECH Phase 3	Multiple	ELEC	EQPT	OCI	\$ 39,275	COMPLETE	Black DIAMOND	\$ 273,658	PENDING IT/AV	CARES
2	Clstrm TECH Phase 4	Multiple	ELEC	PEND	OCI	TBD	TBD	GC Pool BID	TBD	PENDING	CARES
3	Active Lrn'g Studios PH1	Multiple	REM	EQPT	Synalovski	\$ 90,000	COMPLETE	PROCTOR Construction	\$ 429,430	PENDING IT/AV	CARES/FIPSE/F7
4	Active Lrn'g Studios PH2	Multiple	REM	DESIGN	Synalovski	\$ 90,000	COMPLETE	GC Pool BID	TBD	TBD	CARES/FIPSE/F7
5	DIST-WaterCoolerReplacmnt PH2	Multiple	PLMB	DESIGN	InHouse	N/A	TBD	Sub BIDS	TBD	TBD	CARES
6	ERTC	BG/LG	STDY	STDY	Song & Associates	\$ 26,350	COMPLETE	TBD	\$ 12,000,000	TBD	PECO

## Lake Worth Campus

1	Bldg ETA 128 - SIM Lab	ETA 128	REM	CONST	Harvard Jolly	\$ 283,952	COMPLETE	LEGO - pending	\$ 4,337,475	GMP-12/1	PECO/Donor
2	Bldg LL 113 - Remodeling	LL 113	REM/ADD	PEND	TBD - RFQ Architect	HOLD	HOLD	HOLD	HOLD	HOLD	CIF/PECO
3	Bldg CF105-Re-Roofing	CF 105	ROOF	BID	Harvard Jolly	\$ 20,900	COMPLETE	ADVANCED ROOFING	\$ 675,000	1/2024-4/2024	DefMain
4	Bldg ITB118-AHU Replacement	ITB 118	HVAC	BID	JLRD	\$ 41,743	COMPLETE	MECH Pool BID	\$ 297,443	TBD	Millage+DefMn
5	Bldg CM124-Chiller #1Replacmnt	CM 124	HVAC	CONST	CAPE	\$ 34,187	COMPLETE	Precision Air	\$ 795,798	COMPLETE	CO&DS
5.1	Bldg CM124-FanCoil Temp Cntrl	CM 124	HVAC	CONST	CAPE	\$ 26,206	COMPLETE	Precision Air	incl ABOVE	COMPLETE	DefMain
6	Bldg FN110-AHU Replacement	FN 110	HVAC	BID	CAPE	\$ 19,536	COMPLETE	MECH Pool BID	\$ 120,000	TBD	DefMain
7	SITE-6th Avenue Phase 1B -QUAD	SITE	SITE	CONST	WannemacherJensen	\$ 238,231	Phase 1B-QUAD	ALL-SITE Construction	\$ 2,300,000	11/2023-4/2024	CIF/PECO
8	SITE-6th Avenue Phase 2 -ENTRY	SITE	SITE	DESIGN	WannemacherJensen	TBD	Phase 2-ENTRY	ALL-SITE Construction	\$ 2,600,000	TBD	CIF/PECO
9	Bldg HI 100 - HISTORIC REM	HI 100	REN	DESIGN	Song & Associates	\$ 74,500	11/2023-5/2024	GC Pool BID	TBD	TBD	DefMain
10	SITE-26KVA Electrical Extension	SITE	ELEC	DESIGN	OCI	\$ 12,570	COMPLETE	TBD	TBD	TBD	DefMain
11	Bldg ETA128-Cosmetology ELEC	ETA 128	ELEC	BID	Levinson PE	\$ 8,500	COMPLETE	InHouse/Sub BIDS	TBD	5/2024-6/2024	DefMain
12	Sports Master Plan	SITE	STUDY	PLAN	HKS	\$ 54,000	COMPLETE	N/A	N/A	N/A	Foundation
13	LOWES-Trades Innovation CNTR	ETA 128	STUDY	PLAN	HKS	\$ 25,000	COMPLETE	RFQ for CM	TBD	TBD	Donation
14	SITE-Baseball Stormwater Drnge	SITE	STUDY	DESIGN	KEITH	\$ 39,750	HOLD	HOLD	HOLD	HOLD	DefMain
15	E-Sports Remodel	GRA 210	REM	DESIGN	InHouse	N/A	HOLD	InHouse/Sub BIDS	TBD	TBD	CIF/PECO

LEGEND: NEW = New Construction; REM = Remodeling; REN = Renovation; HVAC = Air Conditioning Projects; SITE = Site related Work; REN = Changes since last report

Italicized Costs represent "Estimates" \$10,000



# Active Planning & Construction Projects - STATUS REPORT

2/1/2024

## 4 Palm Beach Gardens Campus

No.	Project	Building	Type	Status	Design Services	Design Cost	Design Schedule	Construction Services	Est Const Cost	Const Schedule	Funding
1A	Bldg TGL 300 - TMRW Sports	TGL 300	NEW	DESIGN	O-SPORTS	N/A	12/2023-3/2024	Barr & Barr	\$ 50,000,000	4/2024-10/2024	N/A
1	Bldg AD 101 - Stormwater Drainage	AD 101	SITE	CONST	KEITH	\$ 19,500	COMPLETE	Timothy Rose	\$ 367,400	12/2023-4/2024	DefMain
2	Bldg AD 101 - Structural STUDY	AD 101	STDY	STDY	CAPE	\$ 12,331	COMPLETE	TBD	TBD	TBD	DefMain
3	Bldg AU 108 - Structural STUDY	AU 108	STDY	STDY	CAPE	\$ 6,497	COMPLETE	TBD	TBD	TBD	DefMain
4	Bldg AA 102 - CHW Piping	AA 102	HVAC	DESIGN	CAPE	\$ 6,824	COMPLETE	TBD	TBD	TBD	DefMain
5	Bldg CM 118 - Cooling Tower REN	CM 118	REN	PEND	N/A	N/A	N/A	TBD	TBD	TBD	DefMain
6	Bldg LC 107 - Respiratory Care	LC 107	REM	DESIGN	BEA Architects	\$ 62,600	COMPLETE	GC Pool BID	TBD	TBD	TBD
7	Bldg CM 103-Generator Replace	CM103	EQPT	DESIGN	SGM	\$ 10,400	COMPLETE	TBD	TBD	TBD	DefMain
8	Bldg AD 101 - Structural STUDY	AD 101	STDY	STDY	CAPE	\$ 12,331	COMPLETE	TBD	TBD	TBD	DefMain
9	Bldg AD 101 - Design STUDY	AD 101	STDY	STDY	Song & Associates	\$ 10,250	PENDING	TBD	TBD	TBD	TBD
10	Bldg AU 108 - Structural STUDY	AU 108	STDY	STDY	CAPE	\$ 6,497	COMPLETE	TBD	TBD	TBD	DefMain
11	Bldg AU 108 - Re-Roof (Upper)	AU 108	ROOF	PEND	TBD	TBD	TBD	TBD	TBD	TBD	DefMain

## 6 Belle Glade Campus

No.	Project	Building	Type	Status	Design Services	Design Cost	Design Schedule	Construction Services	Est Const Cost	Const Schedule	Funding
1	Bldg AU 103-HVAC Upgrade	AU 103	HVAC	PEND	SGM	\$ 9,640	TBD	MechPool BID	TBD	PENDING BIDS	CO&DS
2	FL Broadband Community Project	CRA 100	STDY	GRANT	InHouse	N/A	4/2023-10/2023	TBD	TBD	TBD	GRANT
3	BEZOS - 3 Classroom Academy	TBD	STDY	GRANT	InHouse	N/A	2/2024-3/2024	TBD	TBD	TBD	GRANT

## 9 Boca Raton Campus

No.	Project	Building	Type	Status	Design Services	Design Cost	Design Schedule	Construction Services	Est Const Cost	Const Schedule	Funding
1	Bldg BT104-HVAC Upgrade	BT 104	HVAC	BID	SGM	\$ 9,640	COMPLETE	TBD	\$ 65,000	TBD	Millage
2	Bldg AD 102-Offices	AD 102	REM	PEND	InHouse	N/A	TBD	TBD	TBD	TBD	TBD
3	Bldg AD 102Rms AD 106/107 REM	AD 102	REM	PEND	InHouse	N/A	TBD	TBD	TBD	TBD	TBD
4	Bldg BT 104-Engineering TECH	BT 104	REM	CONST	Gurri Matute	\$ 18,900	COMPLETE	ANDREA Const	\$ 374,270	3/2024-6/2024	CIF/PECO
5	Bldg CB 100-HVAC Upgrades/IAQ	CB 100	HVAC	CONST	SGM	\$ 13,325	COMPLETE	FASTRACK MCI	\$ 863,737	5/2024-7/2024	CARES

## 10 Loxahatchee Groves Campus

No.	Project	Building	Type	Status	Design Services	Design Cost	Design Schedule	Construction Services	Est Const Cost	Const Schedule	Funding
1	NEW-Dental & Medical Tech Bldg	102	NEW	CONST	Zyscovich	\$ 2,517,490	COMPLETE	Kaufman Lynn	\$ 54,450,000	6/2023-1/2025	PECO-Fund 7

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Cybersecurity State of the College Report 2024  
Presenters: Dr. Russell Kaufman, Chief Information Officer, and Mr. Michail Roytshteyn, Information Security

**Summary:** Annual State of Information Security as mandated by the Federal Trade Commission's Safeguards Rule and the Gramm–Leach–Bliley Act (GLBA).

**Background/Pertinent Facts:** Palm Beach State College is compliant with the Federal Trade Commission's Safeguards Rule promulgated under the Gramm Leach Bliley Act (GLBA).

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** N/A

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** PowerPoint Presentation

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

# Palm Beach State College District Board of Trustees Meeting



## Cybersecurity State of the College

Michail Roytshteyn  
Information Security

February 27, 2024





# Pillars of Security

- **Identity**
- **Devices**
- **Network**
- **Application**
- **Data**
- **Security Culture**

## Information Security Team

- Michail Roytshteyn – Information Security
- Erika Torres – Full-time Information Security Analyst
- Josh Amos - Access Management Administrator
- Alana Thomas – Information Security Specialist
- Oprah Fasulo – Information Security Intern
- Dominic Thompson – Information Security Intern
- Henry Morales – Information Security Intern



# Compliance Milestones

- **FERPA and HIPAA (Family Education Rights and Privacy Act, and Health Insurance Portability and Accountability Act)**
  - Continue to administer required FERPA and HIPAA training to applicable employees.
- **PCI DSS (Payment Card Industry Data Security Standard)**
  - The College is PCI Compliant across all payment entities.
  - PCI Training to all applicable employees.
  - Preparing for new PCI 4.0 guidelines. Compliance is mandatory as of March 31, 2025.
- **GLBA (Gramm-Leach-Bliley Act)**
  - This report satisfies the new Safeguard Rule reporting requirement.
  - Completed our required GLBA Risk Assessment with no major findings.





# Identity

- 2FA (Two-Factor Authentication)
  - According to Microsoft, Microsoft's systems are subjected to over **1,000** password attacks every second.
  - That same Microsoft report indicates that more than **99.9%** of the accounts that end up being compromised do not have MFA enabled.
  - Our systems have detected over **1,450** account compromise attempts in the past 12 months.

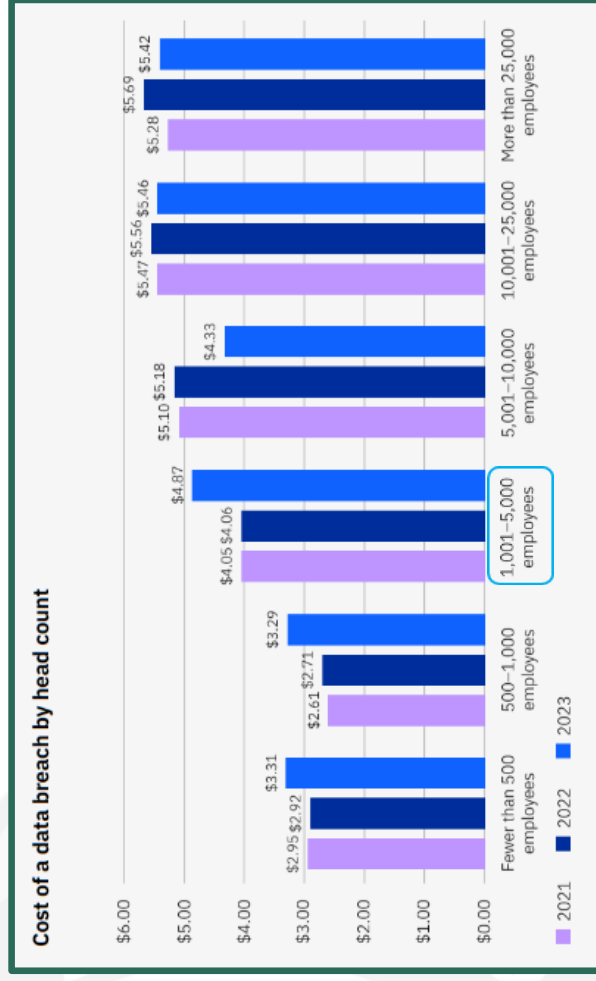


MFA – Multi-Factor Authentication | Okta 2023 Report



# Devices

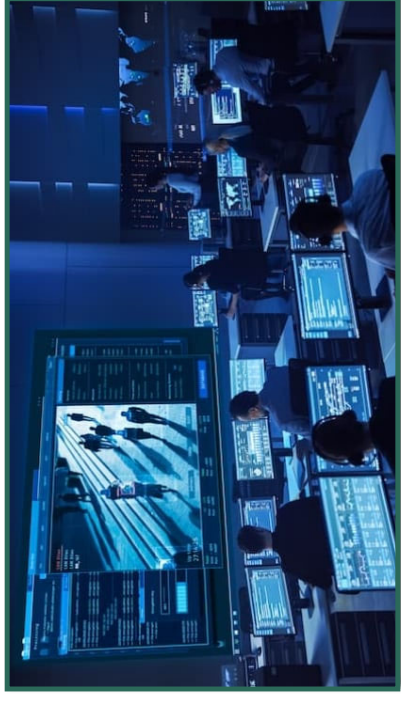
- EDR (Endpoint Detection & Response)
  - The average cost of a data breach is approximately **\$4.87 million**. An increase of 20% over the past 2 years.
  - In the last 12 months, the ISO Team has detected and mitigated over **1,300** endpoint cyber threats.





# Network

- SOC (Security Operations Center)
  - We are a data-rich organization
  - Large attack surface
  - Finite/limited resources available for defense
  - Over **5,450** combined events processed
- Security Gateway
  - Over **35 billion** events processed in the past 12 months
- Email Security
  - Over **1,400** PAB (Phishing Alert Button) submissions processed in the last 12 months







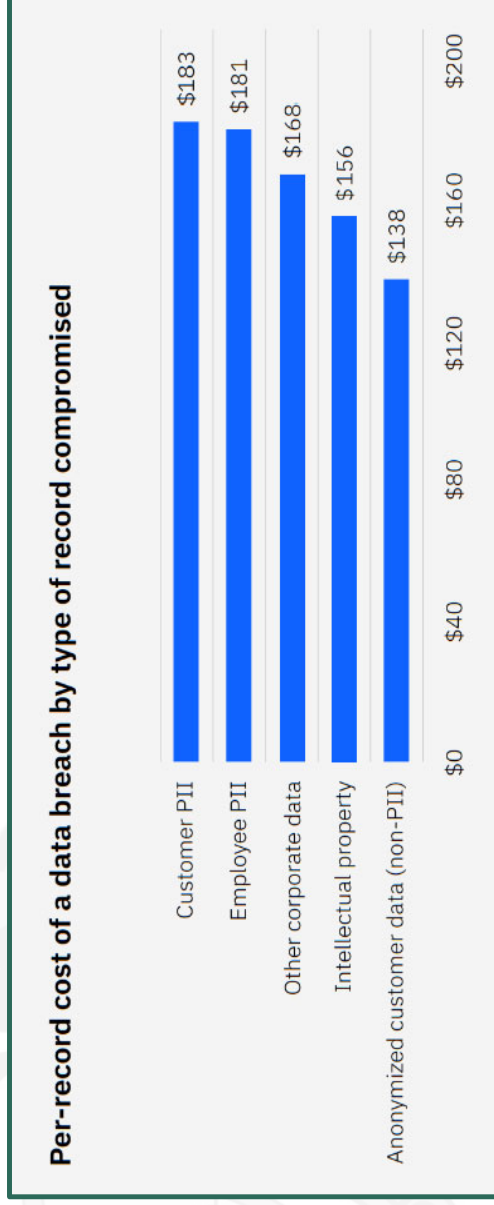
# Application

- MSSP (Managed Security Services Provider)
  - Adds 24/7 capability to our SOC.
  - Over **5,200** tickets have been processed in conjunction with MSSP.
  - Ongoing improvements to **SOAR** (Security Orchestration, Automation, and Response) utilization with MSSP.
- ERP Security (Enterprise Resource Planning)
  - **Four** major Workday projects/modules/enhancements went live this year, in addition to normal Workday security tasks.



# Data

- DLP (Data Loss Prevention)
  - As per the average cost of Customer PII, the College is a steward of over **\$6.2 million** worth of PII (Personal Identifiable Information).
  - Over **139,000** incident alerts in the past 12 months across the DLP infrastructure.





# Security Culture

- ESAT (Employee Security Awareness Training)
  - A staggering **95%** of all data breaches are caused by human mistake.
  - Current ESAT campaign is at **75%** completion.
- Simulated Phishing Campaigns
  - On average, Higher Education has a phishing risk of 18.7%, PBSC is at **7.4%**
- PBSC Cybersecurity Carnival 2023
  - Open to all Faculty, Staff, and Students.
  - Over **200** attendants.



# Security Culture



PALM BEACH STATE  
COLLEGE

1933-2023

90  
KNOWLEDGE IS FORE

144



# Security Culture



PALM BEACH STATE  
COLLEGE

1933-2023 KNOWLEDGE IS FORE 145



## FY2023-24 Cybersecurity Initiatives

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- Expansion of Phishing Reporting Capabilities
- Development of Intern-to-Employee Pathway
- Additional Staff Training
- Retention of MSSP
- Continue to expand Security Tools for a Single-Tenant model



# Questions

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Thank you.

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** 2/27/2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Quarterly IT Contracts Report  
Presenter: Mr. Ken Libutti, Chief Information Officer

**Summary:** This is a quarterly report of IT contract progress and spend.

**Background/Pertinent Facts:** The DBOT requested quarterly updates on IT contracts that received spend authority at the August 2023 DBOT meeting.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Excel - Organizational Vitality

**Duration of Contract:** Various

**RECOMMEND:** Approval

**Attachments:** PowerPoint Presentation

**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*



**Palm Beach State College  
District Board of Trustees Meeting  
Quarterly IT Project  
Contracts  
Report**



**Mr. Ken Libutti  
Chief Information Officer**

**February 27, 2024**



**PALM BEACH STATE COLLEGE**





# Project Detail - Network

- **Network Equipment - located at all campuses**
  - Replacement due to age, security and performance
    - 10 years old
    - Better traffic flow
    - Better security features & functionality
  - This affects all campuses
  - Over 1,100 items require replacement.
  - We have spent about \$1.2 M on core switches.
  - 4 of 8 core switches have been installed.
  - Two more will be installed in the next few months.
  - WiFi Access Point replacements – 100
  - SmartNet Renewal for Phone and Network – Annually





# Project Details – Misc.

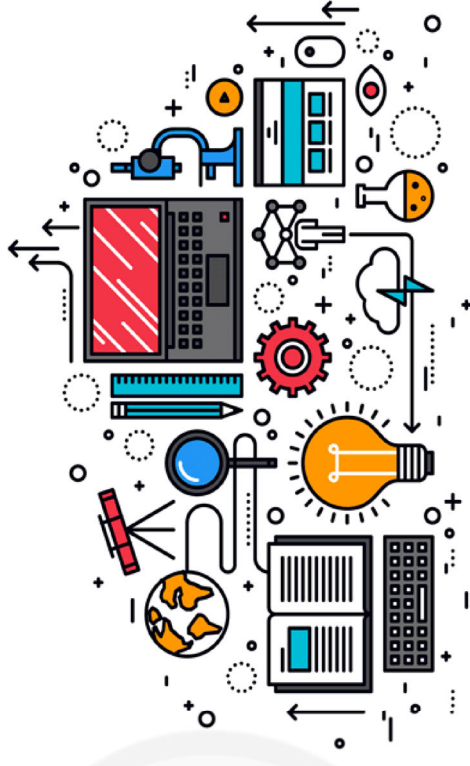
- **Uninterrupted Power Supply Replacement**
  - Obsolete equipment in data closets
  - Maintains operations during power failures
  - 130 closets. 86 UPS were ordered. 85 installed
- **Replacement Computers – Windows 11**
  - Improved reliability
  - App compatibility
  - Advanced hardware that protects devices from cyberattacks
  - 135 PCs that are not Windows 11 compatible
  - \$115,425
  - Completion by June.





# Current & Future Projects

- Classroom Projects
  - **FIPSE Grant** to create active learning studios
    - 5 are finished w/ refinements
    - 7 more by 9/2024
  - **Boca Campus Engineering Classrooms**
    - Completion by Fall term
    - Approximately \$174K equipment and installation
  - **Sim Lab Equipment**
    - Completion by June.
    - Classroom/Debrief AV rooms installation approximately \$40K, most equipment already purchased.





# Current & Future Projects

- Classroom Projects
  - **Respiratory Classroom**
    - Completion by end of year.
    - Approximately \$140K equipment and installation
  - **Massage Therapy Studio** Boca Raton - \$27K
    - Completion by June.
  - **eSports - \$150K initial**
    - Students develop essential skills such as teamwork, communication, and critical thinking.
    - Recruiting Tool
    - Expected by the end of the year, up to 3 campuses.





# Contract Vendors

Cisco	AVI-SPL	B&H Photo	Best Buy Stores, L.P.	Bluum USA, Inc. (Formerly Troxell Communications, Inc.)
CDW-G	Dell Marketing L.P.	GovConnections, Inc.	Howard Technology Solutions	Lenovo
Lenovo Global	MNJ Technologies Direct, Inc.	Trafera LLC	United Data Technologies Inc. dba UDT	Zones, LLC



# Quarterly Reporting on Project Spend

<b>Alternate Contract Source No. 43220000-NASPO-19-ACS – \$9.3 M Increase through 2026</b>	<b>CDW-G through E&amp;I Cooperative Services Contract #CNR01439 - Not to Exceed \$2.04M</b>	<b>AVI-SPL through E&amp;I Cooperative Services Contract #EI00049 - Not to Exceed \$3.8 M</b>	<b>B &amp; H Photo and Electronics Corp through E&amp;I Cooperative Services Contract #EI00221 – Not to Exceed \$1.395 M</b>
<b>Vendor</b>	Cisco/Presidio	CDW Computer Systems	B&H Photo-Video
<b>Total Spend</b>	\$658,790.34	\$136,592.70	\$340,348.79
			\$99,844.71



# Quarterly Reporting on Project Spend (continued)

## Omnia Partners contract through Omnia Partners Request for Proposals (RFP) #45-22 \$6.2M Increase through 2027

Vendor	Lenovo	Dell Corporation	Howard Technology Solutions	Bluum USA, Inc.
Total Spend	\$104,277.00	\$362,441.92	\$26,570.02	\$23,765.71





**Agenda Item: 10.D.1  
Informational**

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Quarterly Human Resources Executive Summary from October 1, 2023  
to December 31, 2023.

Staff Contact: Mr. Michael Pustizzi, Chief Human Resources Officer

**Summary:**

**Background/Pertinent Facts:** The Human Resources Quarterly Report provides a summary of appointments, transfers, promotions, demotions, retirements, departures, and temporary assignments from October 1, 2023, to December 31, 2023, for the District Board of Trustees review.

**Financial Impact:** The report contains replacement positions, which have been approved during the budget process.

**Strategic Goal(s) Addressed:** The College will advance a constant commitment to excellence in teaching and learning.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** Exec Summary 02.2024

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

# Executive Summary

## Human Resource Actions | Board Agenda

February 27, 2024

### Review for the District Board of Trustees of Palm Beach State College for October 01, 2023 – December 31, 2023

The Human Resource Actions provides information on all appointments, transfers, promotions, retirements, and departures for Board approval.

#### New Employees of The College

The following is a total of regular new employees. Below is the breakdown by position category.

Category	# of Employees
<b>Administrator</b>	0
<b>Faculty</b>	1
<b>Staff</b>	31
<b>Total</b>	32

#### Current Employees of The College

The following is a total of employees who were either promoted, transferred or demoted. Below is the breakdown by position category.

Category	# of Employees
<b>Administrator</b>	1
<b>Faculty</b>	0
<b>Staff</b>	15
<b>Total</b>	16

The employment status change breakdown is below:

Category	# of Employees
<b>Promotion</b>	13
<b>Lateral transfer</b>	3
<b>Demotion</b>	0
<b>Total</b>	16

#### Employee Departures

Below is the total of employees who departed from the College. The reason for separation of employment is listed below.

Category	# of Employees
<b>Retirement</b>	2
<b>Resignation</b>	12
<b>Dismissed or resignation in lieu of termination, Reduction in force</b>	4
<b>Deceased</b>	0
<b>Total</b>	18

#### Supplemental Temporary Assignments

The following is a total of employees who have a supplemental assignment as shown below.

Category	# of Employees
<b>Department Chair</b>	86
<b>Overload</b>	250
<b>Student Club/Organization Advisor</b>	21
<b>Total</b>	357

#### Temporary Assignments

The following is a total of temporary employees who have assignments as shown below.

Category	# of Employees
<b>Adjunct Instructor</b>	1340
<b>Athletic Coach</b>	1
<b>Total</b>	1341

**Agenda Item: 10.D.2  
Informational**

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024

**To:** Members of the District Board of Trustees

**From:** Ava L. Parker, J.D., President

**Subject:** Revision of DBOT Policy 5.44 Grounds for Termination of Employment  
Staff Contact: Ms. Juanita Benjamin, Human Resources Director & Equity Officer

**Summary:**

**Background/Pertinent Facts:** Recommending the revision of District Board of Trustees Policy 6Hx-18-5.44, Grounds for Termination of Employment - Instructors or Administrators.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Capabilities and Culter

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** Revision of DBOT Policy 5.44 Grounds for Termination of Employment - Instructors or Administrators PDF with Redlines

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

# Palm Beach State College Board

## Policy

<b>TITLE</b>	Grounds for <u>Discipline and Termination of Employment – All <del>Instructors or Administrators</del> <u>Employees</u></u>	<b>NUMBER</b> 6Hx-18-5.44
<b>LEGAL AUTHORITY</b>	1001.64 FS, 1001.65 FS; 6A-14.0411 <u>SBEFAC</u> , 6 <u>AB-10.08106</u> <u>SBEFAC</u>	<b>PAGE</b> 1 of 2
<b>DATE ADOPTED/AMENDED</b>	Formerly P352.11; Readopted 2/27/1975; Amended 6/19/2001, 5/12/2009, <u>XX/YY/2024</u>	

~~Any instructor or administrator may be suspended by the President, or be dismissed, or have a contract not renewed by the District Board of Trustees upon the recommendation of the President, for good cause including, but not limited to, any of the following reasons:~~

- ~~1. Immorality: Defined as conduct sufficiently ~~notorious~~ disreputable to bring the individual concerned or the educational profession into public disgrace or disrespect and impair the individual’s service at the College or in the community.~~
  
  - ~~2. Misconduct in office: Defined as deliberate, persistent, egregious, unlawful, dishonest or improper conduct by an ~~individual employee~~ which violates established rules, policies, directives, procedures or guidelines for performing assigned duties; ~~negligent failure of an employee to perform the duties assigned to the employee; abusive or excessive use by an individual of alcohol or other debilitating intoxicants, drugs, or narcotics which impair the effective performance of professional duties or diminish the confidence of the Board or the President in the individual; participation by an individual in disruptive activities which interfere with the normal operation of the College;~~ mismanagement of public funds or trusts; falsification of records (regardless of format) including time clock entries, divulgence of confidential College information; and/or a violation of DBOT Policy 5.90, the Ethics Policy and/or the Code of Ethics of the Education Profession in Florida, as adopted by the State Board of Education.~~
  
  - ~~3. Incompetency/Unfit for Duty: Defined as, but not limited to, an inability ~~or lack of fitness~~ to ~~discharge~~ perform the required ~~duty as a result of inefficiency or incapacity in one’s~~ assigned duties, incompetency, inefficiency, insufficiency and/or unacceptable work performance.~~
- ~~3. In the determination of what constitutes inefficiency, the College may consider repeated failure to perform duties; repeated failure on the part of the instructor to communicate with and relate to students in the classroom to such an extent that students are deprived of minimum educational experience; or repeated failure on the part of an administrator or supervisor to communicate with and relate to teachers~~

~~and students under his/her supervision to such an extent that the programs for which he/she is responsible are seriously impaired. In relation to all administrators and supervisors repeated failure or inability to communicate with employees under their supervision and stakeholders to such an extent that duties for which they responsibilities for which they are responsible for are seriously impaired. In relation to all employees, unacceptable work performance including insufficient productivity and/or poor quality which impacts their duties, or a lack of adequate command of the area of specialization or job description.~~

~~In the determination of what constitutes incapacity or inability, the College may consider a lack of emotional stability; a lack of adequate physical ability; a lack of general educational background; or a lack of adequate command of the area of specialization or job description.~~

4. ~~Gross Insubordination~~: Defined as an ~~intentional~~, constant ~~and/or egregious~~, or ~~continuing~~ ~~continued~~ refusal to ~~obey~~ ~~comply with a~~ direct order ~~that is~~, reasonable in nature ~~and within the scope of employment,~~ ~~and given by and with proper authority.~~

4. \_\_\_\_\_

5. ~~Willful Neglect of Duty~~: Defined as deliberate or negligent continued failure of an employee to perform the duties assigned to ~~him~~~~them~~; or a deliberate or negligent violation of the Code of Ethics of the Education Profession in Florida, as adopted by the State Board of Education.

5. \_\_\_\_\_

6. ~~6.~~ \_\_\_\_\_

7. ~~Drunkenness Impairment~~: Defined as ~~that condition which exists when an individual being publicly is~~ under the influence of alcoholic beverages or drugs to such an extent that ~~normal faculties~~ ~~mental and/or physical abilities~~ are ~~impaired~~ ~~affected~~; ~~or conviction by a Court of Law, or a finding of guilt by a court regardless whether adjudication of guilt is withheld, on the charge of drunkenness, driving while intoxicated, or abusive use of drugs or narcotics in the process of performing job duties, and/or representing the College at social or other College sponsored events.~~

7. Conviction of any crime involving moral turpitude: Defined as a crime that is evidence by an act of baseness, vileness, or depravity in the private, professional, or social duties which a person owes to another or to society in general, contrary to the accepted and customary rules of right and duty between people.

7.

8. Good and sufficient reasons, including but not ~~restricted~~ ~~limited~~ to ~~instances where an instructor or an administrator~~ the following:

a. Excessive tardiness, excessive/unexcused absenteeism.

a. ~~Has refused~~ Failure to comply with federal/state statutes and regulations, and District Board of Trustees Policies and Procedures and guidelines, State Board of Education Regulations;

b. \_\_\_\_\_

c. Refusal and/or failure to comply with applicable safety regulations, including but not limited to DBOT Policy 4.70, Safety, Health, and Environmental Policy.

9. ~~Has refused to comply with the rules and regulations of the District Board of Trustees;~~

d. ~~Has been convicted~~ Conviction of a ~~misdemeanor~~, felony, or any other criminal charge other than a minor traffic ~~violation;~~ violation.



- ~~a.e.~~ Unlawful possession of weapons on or in College property.
- ~~b.f.~~ Has been found guilty of personal conduct which severely reduces the employee's effectiveness as an employee of the District Board of Trustees; Has abused, destroyed, or removed unauthorized College personal property.
- ~~e.g.~~ Has secured or maintained Securing or maintaining a position with the College through deceptive or fraudulent ~~means;~~ means.
- ~~d.h.~~ Has participated Participation in disruptive activities which interfere with the normal operation of the College pursuant to DBOT Policy 5.19, Disruptive Conduct; ~~or~~
- ~~i.~~ Has conducted himself/herself in a deleterious or corrupt manner before or with one or more students. Abusive or profane language, fighting, harassing, threatening, or coercing another person or persons on campus or college sponsored event, or through any online or digital platforms.
- ~~j.~~ Violation of DBOT Policy 5.48, Unauthorized Absence from Duty/Job Abandonment Policy.
- ~~k.~~ The College prohibits most forms of gambling in the workplace. Where federal and state laws allow, the College may allow exceptions to this policy.
- ~~l.~~ Failure to cooperate with any College led or sanctioned investigation.
- ~~m.~~ Unsatisfactory probationary observation period, pursuant to DBOT Policy 5.93, Probationary Observation Period.
- ~~e.~~ Failure to handle and/or maintain confidential information, regardless of format, in violation of appropriate rules, guidelines, directives, or under commercially reasonable standards.
- ~~n.~~ Failure to adhere to Florida Statute 553.865, "Safety in Private Spaces Act" including willfully entering for an unauthorized purpose, a restroom or changing facility designated for the opposite sex, and sex and refusing to depart by asking to do so by an employee, administrator, or safety and security staff.
- ~~f.o.~~

Depending on various factors such as but not limited to the nature and/or severity of the offense, the College has the discretion to combine or skip steps referenced in the College's Progressive discipline procedure, 5.44P.

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024

**To:** Members of the District Board of Trustees

**From:** Ava L. Parker, J.D., President

**Subject:** Repeal of DBOT Policy 5.68 Dismissal

Staff Contact: Ms. Juanita Benjamin, Human Resources Director & Equity  
Officer

**Summary:**

**Background/Pertinent Facts:** Recommending the repeal of District Board of Trustees Policy 6Hx-18-5.68, Dismissal as this is covered in the recommended revision of the Grounds for Termination of Employment - Instructors or Administrators Policy.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Capabilities and Culter

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** Repeal of DBOT Policy 5.68 Dismissal

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

~~Palm Beach State College~~

~~Board Policy~~

<del>TITLE</del>	<del>Dismissal</del>	<del>NUMBER</del> <del>6Hx-18-5.68</del>
<del>LEGAL AUTHORITY</del>	<del>1001.64 FS, 1001.65 FS</del>	<del>PAGE</del> <del>1 of 1</del>
<del>DATE ADOPTED/AMENDED</del>	<del>Readopted 2/27/75; Amended 6/28/1976, 8/21/1985, 9/27/1988, 6/19/2001, 5/12/2009</del>	

~~At his discretion, the President or designee may terminate the employment of any non-contracted member of the College staff.~~

~~The employee shall be notified in a personal interview and in writing of the unsatisfactory nature of the employee's work or conduct. A notice or copy of the memo of the interview shall be sent to the individual's personnel file at the time of the interview or when the notice is served to the employee. Termination without notice may be made in cases involving gross misconduct or serious infractions of College policies, procedures, and/or regulations.~~

~~Reasons for dismissal may include but are not limited to:~~

- ~~1. Excessive tardiness, excessive absenteeism, and unexcused absenteeism.~~
- ~~2. Unacceptable work performance such as insufficient productivity or poor quality.~~
- ~~3. Insubordination or failure to follow supervisory instructions.~~
- ~~4. Violation of safety regulations.~~
- ~~5. Violation of College policies.~~
- ~~6. Falsification of time cards and official records.~~
- ~~7. Abuse, destruction, or unauthorized removal of school or personal property.~~
- ~~8. Abusive or profane language; disruptive behavior; fighting; harassing, threatening, or coercing another person or persons on campus.~~
- ~~9. Possession of alcohol, illegal drugs, or weapons on college property.~~
- ~~10. Gambling on college property.~~
- ~~11. Conduct in violation of Board Policies or any other rule of the College and District Board of Trustees.~~
- ~~12. Conduct in violation of federal or state laws, rules and regulations.~~

~~Recommendations for dismissal will be initiated by the supervisor and shall be approved by the President or a designee and the Executive Director of Human Resources.~~

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Quarterly Litigation Report  
Staff Contact: Mr. Kevin Fernander, General Counsel

**Summary:**

**Background/Pertinent Facts:** This Quarterly Litigation Update reports the College's pending liability claims as of January 31, 2024.

The College successfully defended a lawsuit; currently, the College is negotiating a settlement of nuisance value and monitoring an Equal Employment Opportunity Commission investigation.

**Financial Impact:** This report contains the legal fees incurred in defense of the College. These funds were allocated during the annual budget process.

**Strategic Goal(s) Addressed:** N/A

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:** Litigation Report 11/04/2023 – 01/31/2024

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

# Palm Beach State College District Board of Trustees Meeting



## Quarterly Litigation Update

Kevin Fernander

Office of the General Counsel

February 27, 2024

REPORTING PERIOD

11/04/2023 – 01/31/2024





# Claims Per Fiscal Year Professional and General Liability

Fiscal Year	Admin Claims (OCR/EEOC/FCHR )	Letter of Representation	Notice of Intent	Summons & Complaints	Total Opened	Total Closed
2021 - 2022	3	1	2	2	8	5
2022 - 2023	2	0	0	2	4	2
2023 - 2024	0	0	0	2	2	3
Total					14	10



## Litigation Summary

Claudia Mileydi Gomez Sanchez and Francisca Sanchez (Invitees) – On June 24, 2021, Claimants served via Certified Mail a 768.28 Claim for damages upon the PBSC DBOT for an incident that took place at the Palm Tran Bus Stop located on Campus on May 5, 2021, wherein a student was identified as the potential attacker. The claimant’s counsel provided the prerequisite notice pursuant to 768.28, F.S., and demand for insurance information, which was provided by Johns Eastern. No further action to date by the Claimants. Pursuant to F.S. 95.11(3)(a) the claimants have 4 years from the date of the loss to file a suit.

Paul Seal v. PBSC (Visitor) – On March 21, 2023, Plaintiff served the PBSC DBOT a summons and complaint alleging injuries sustained as a result of a trip and fall on February 16, 2022, at the Eissey Campus Theater while attending a concert. The initial 768.28 Claim for damages was initially served on February 24, 2022, and denied by our third-party administrator. The complaint was submitted to the consortium, and defense counsel was assigned on April 28, 2023. The plaintiff served the college with a Request to Produce Discovery, Request for Admission, and Interrogatories on May 30, 2023. The College responded to the discovery requests on July 28, 2023. The plaintiff’s counsel conducted a site inspection on September 13, 2023. On November 1, 2023, the College served its Interrogatories and its request for the production of records to Plaintiff to be answered under oath within thirty (30) days from the date of service. *In light of the inspection of the Theater’s stairs, which revealed no defects, the college’s counsel recommended serving the Plaintiff with a Proposal for Settlement for nuisance value which was approved by the carrier. The Plaintiff has agreed to accept \$2,750 to settle this case fully, and the College is working on finalizing the Settlement Agreement and General Release.*



## Litigation Summary

Keyona Miller v. PBSC (Student) – On June 30, 2023, the pro se Plaintiff filed a lawsuit against Palm Beach State College, alleging her dismissal from the nursing program violated the procedures outlined by the program’s Professional Conduct Committee Manual. The complaint was submitted to the consortium, and defense counsel was assigned. The College filed a Motion to Dismiss Plaintiff’s Complaint with Prejudice on August 9, 2023. The Plaintiff served the College with an amended complaint on September 5, 2023. This amendment was improper as the Plaintiff did not move the Court for leave or request the College for a stipulation, which the Florida Civil Rules of Procedure require. The College filed a Motion to Dismiss the Amended Complaint in its entirety with prejudice on September 15, 2023. On October 31, 2023, the Court issued an Order dismissing the case with prejudice. *Plaintiff did not appeal within 30 days of the Order. The matter is closed.*



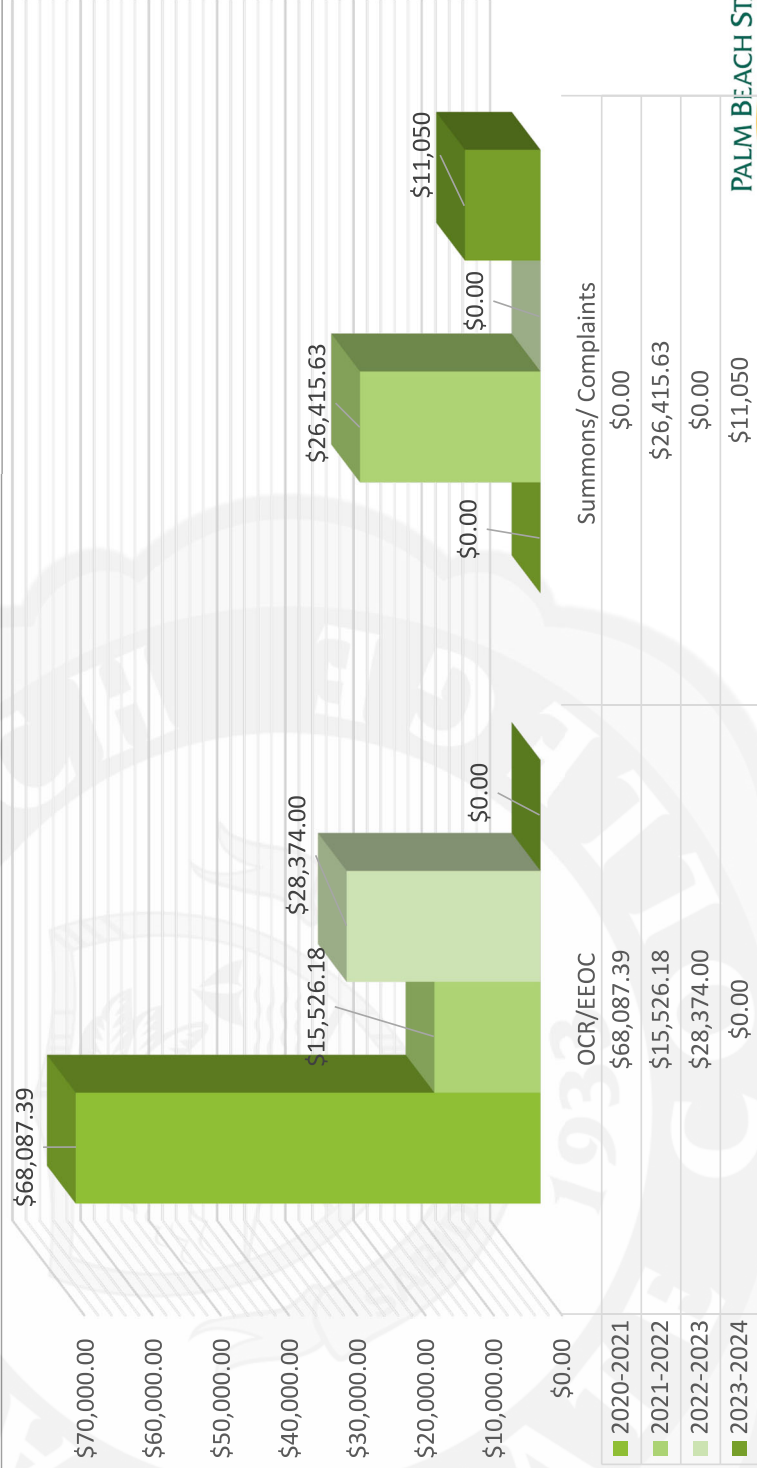


## Agency Review Summary

Faziltun Zilani v. PBSC (Employee)- On March 15, 2023, a complaint of employee employment discrimination was filed with Palm Beach County Office of Equal Opportunity (OEO), alleging violation of Title VII of the Civil Rights Act. Based on the information provided by the complainant, the complaint was referred for investigation and further processing by the EEOC. The EEOC may take up to 10 months to investigate the claim. No action is required from the college at this time.



# Total Incurred 20-21, 21-22, 22-23 & 23-24 YTD



**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve a Permanent Utility Easement for the Purpose of Allowing Seacoast Utility Authority (SUA) Access to Replace an Aging 10" Sanitary Force Main (FM) and Connect to an Existing 16" FM in an SUA Easement on the North Side of the College's Palm Beach Gardens Property. Staff Contact: Mr. Edgar Cintrón, Facilities Director

**Summary:**

**Background/Pertinent Facts:** Seacoast Utility Authority (SUA) is preparing to replace an aging 10" Sanitary Force Main (FM) and connect to an existing 16" FM in an SUA easement on the north side of the college's Palm Beach Gardens property. SUA will need an additional 20' X 30' easement for a bore crossing PGA Boulevard to connect to the existing 16" FM between Campus Drive and the entrance off PGA. The area where access is needed is 20'-0" by 30'-0" as shown on the accompanying description/sketch and legal description. The location is on the college's north property line, west of the PGA Blvd. campus entrance, and will pose no constraints to future development on the site.

Subject to legal counsel's final review and approval, it is requested that the Board approve the permanent Utility Easement described in the attached description/sketch and legal description for the purpose of allowing SUA to perform bore crossing PGA Blvd. to connect to the existing 16" FM between Campus Drive and the entrance off PGA.

**Financial Impact:** This easement and replacement of the 10" FM will have no financial impact to the Palm Beach Gardens Campus utility billings.

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** June – August 2025

**RECOMMEND:** Approval

**Attachments:**

PBSC - PBG SUA Easement Agreement, Legal Desc, and Sketch\_2024.01.19

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

Prepared by:  
Bruce Gregg  
Seacoast Utility Authority  
4200 Hood Rd, PBG, FL 33410

### UTILITY EASEMENT

THIS UTILITY EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between **PALM BEACH STATE COLLEGE** ("Grantor") whose address is 3160 PGA Boulevard, MS #35, Palm Beach Gardens, Florida 33410 and **SEACOAST UTILITY AUTHORITY** ("Authority") whose address is 4200 Hood Road, Palm Beach Gardens, Florida 33410.

#### WITNESSETH:

WHEREAS, the Grantor is the owner of property generally located at 3160 PGA Boulevard, Palm Beach Gardens, Florida and as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Authority desires an unrestricted and nonexclusive easement for public utility purposes through that portion of the Property as described and mapped in Exhibit "B" attached hereto and incorporated herein (the "Easement Area"); and

WHEREAS, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the Authority, the Grantor grants unto the Authority, its licensees, agents, successors and assigns:

A perpetual, unrestricted and nonexclusive easement in, over, under, through, upon and across the Easement Area for the purpose of providing utility services to and from properties or lands or maintain the same, which may include the Property, also for the Authority to provide utility service to properties which may not be contiguous to the Easement Area, including the right to lay, or cause to be laid, and to maintain utility pipes, mains, appurtenances and devices; to maintain, repair, rebuild, operate and control utility transmission lines; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area hereby granted, and all rights and privileges incident thereto; and, the permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area.

TO HAVE AND TO HOLD the said Easement, unto the Authority, its licensees, agents, successors and assigns forever. It being expressly understood, however, that in the event the Authority, its licensees, successors and assigns, abandons or vacates the easement herein granted, that the same shall revert back to Grantor, its heirs, successors or assigns.

By accepting this Easement, the Authority agrees: (a) to perform all work undertaken by the Authority within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to maintain the Easement Area in a clean and well-kept condition; (c) to restore any of the Property disturbed by work undertaken by the Authority for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (d) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor's tenants, invitees or guests; and (e) to be responsible for all costs associated with the Authority's construction, removal, demolition and/or maintenance pursuant to this Easement.

Additionally, the Authority shall be responsible for any release of any environmental pollutants in connection with its installation, operation, maintenance, repair or removal of the utilities within the Easement Area. The Authority shall ensure that any release of environmental pollutants is diligently removed or remediated in accordance with applicable law and the Authority shall replace and restore the affected area to substantially the same condition as existed prior to any such release.

Furthermore, the Authority agrees to indemnify, defend and hold Grantor harmless from any damage, loss, cost, expense (including reasonable attorneys' fees), or claims of damage to property, personal injury, or death caused directly or indirectly by or arising from the acts or omissions of the Authority or its agents or employees, in connection with their use of the Easement Area; provided, however, the foregoing indemnity shall not apply to the extent that such losses are the result of the negligence or willful misconduct of Grantor or its agents or employees. Nothing contained herein shall be construed as consent by the Authority to be sued by third parties or as a waiver of the Authority's sovereign immunity as provided in section 768.28, Florida Statutes.

The Authority shall maintain at all times during the term of this Easement, and shall cause all contractors entering the Easement Area to maintain commercial general liability insurance in an aggregate sum of not less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit insuring against bodily injury or property damage occurring on or arising from the use of the Easement Area. A satisfactory certificate evidencing that said insurance is in full force and effect and naming Grantor as an additional insured shall be provided to Grantor prior to entry upon the Easement Area.

In any action or proceeding between the parties arising out of this Easement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, including at trial and on appeal.

All utilities located within the Easement Area pursuant to this Easement shall be located underground to the extent reasonably possible. Additionally, this Easement shall pertain only to those specific utility pipes, mains, facilities, appurtenances, and devices located within the Easement Area as of the date hereof (the "Existing Utilities") and substantially similar replacements thereof. Any material modifications to such Existing Utilities shall require Grantor's prior written approval, such approval not to be unreasonably withheld.

*[Signature Page Follows]*

Signed, sealed, and delivered  
In the presence of:

PALM BEACH STATE COLLEGE

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Print Name: **Patrice Bishop**  
Print Title: Chair, District Board of  
Trustees

\_\_\_\_\_  
Printed Name of Witness #1

[Corporate Seal]

\_\_\_\_\_  
Address of Witness #1

\_\_\_\_\_  
Signature of Witness #2

\_\_\_\_\_  
Printed Name of Witness #2

\_\_\_\_\_  
Address of Witness #2

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2024, by Patrice Bishop, as Chair of the District Board of Trustees of Palm Beach State College, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

\_\_\_\_\_  
Notary Public

Seacoast Utility Authority accepted the foregoing Easement on February 20, 2024.

Seacoast Utility Authority  
*RBP*  
Rim Bishop, Executive Director

ATTEST:

Approved as to form and legal sufficiency:

*Jessica Moore*  
Jessica Moore, Authority Clerk

*Nathan Nason*  
Nathan Nason, Authority Attorney



## EXHIBIT "A"

### Legal Description of Property

The East  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 6, Township 42 South, Range 43 East, and the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 5, Township 42 South, Range 43 East, Less the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 5.

**EXHIBIT "B"**

Legal Description and Description/Sketch of Easement Area



**DESCRIPTION & SKETCH  
PREPARED FOR:  
SEACOAST UTILITY AUTHORITY**

**EXHIBIT "B"**

**20' X 30' UTILITY EASEMENT  
3160 PGA BOULEVARD**

**LEGAL DESCRIPTION**

A UTILITY EASEMENT IN FAVOR OF SEACOAST UTILITY AUTHORITY LYING OVER AND ACROSS A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF AN EXISTING SEACOAST UTILITY AUTHORITY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 2825, PAGE 7, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID EASEMENT, NORTH 88°45'08" WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE DEPARTING THE SAID SOUTH LINE, SOUTH 01°14'52" WEST, A DISTANCE OF 20.00 FEET; THENCE ALONG A LINE PARALLEL TO AND 20.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO THE AFOREMENTIONED SOUTH LINE, NORTH 88°45'08" WEST, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID PARALLEL LINE, NORTH 01°14'52" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE SAID SOUTH LINE; THENCE ALONG SAID SOUTH LINE, SOUTH 88°45'08" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET OF LAND, MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: OCTOBER 16, 2023

LIDBERG LAND SURVEYING, INC.

**Kenneth J  
Buchanan**

Digitally signed by Kenneth J Buchanan  
DN: c=US, o=LIDBERG LAND SURVEYING,  
dnQualifier=A01410C000018022F7877  
70003F80B, cn=Kenneth J Buchanan  
Date: 2023.10.18 12:39:16 -0400



BY:

KENNETH J. BUCHANAN  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 7202

**ABBREVIATIONS:**

- ORB = OFFICIAL RECORD BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT

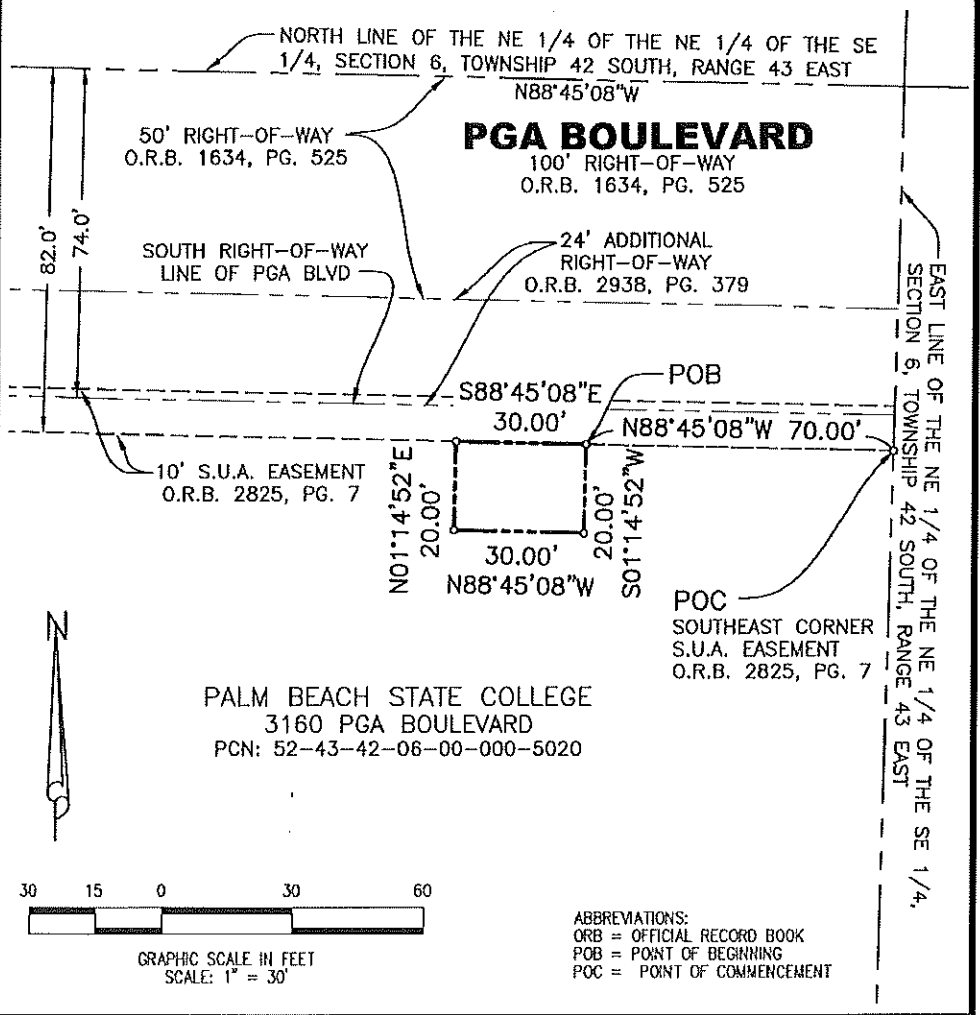
**LIDBERG LAND SURVEYING, INC.**  
 675 West Indiantown Road, Suite 200  
 Jupiter, Florida 33458 TEL: 561-746-8454  
 LB4431

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F.I.D.	FB.	PG.	JOB 23-103-303
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**DESCRIPTION & SKETCH  
PREPARED FOR:  
SEACOAST UTILITY AUTHORITY**

**20' X 30' UTILITY EASEMENT  
3160 PGA BOULEVARD**



GRAPHIC SCALE IN FEET  
SCALE: 1" = 30'

ABBREVIATIONS:  
ORB = OFFICIAL RECORD BOOK  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT

**LIDBERG LAND SURVEYING, INC.**  
675 West Indiantown Road, Suite 200,  
Aptler, Florida 33459-1711-501-746-8454  
LB4431

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**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve Second Reading - Amendment to Board Policy 6Hx-18-4.46 Responsibilities of Property Custodian Staff Contact: Mr. James E. Duffie, Vice President, Finance and Administration

**Summary:**

**Background/Pertinent Facts:** The current Board Policy 6Hx-18-4.46 Responsibilities of Property Custodians is being recommended for revision to give authority to the President or designee and to clarify at the procedural level. Also, refer to policy 6Hx-18-4.47 Lost or Stolen Property, which is recommended for repeal.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Collaboration: We will cultivate dynamic collaborations that leverage our student's impact on our community's economic and social growth. Conscientious: We serve the College community and global society as we aspire to do what is right, ethical, and fair.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:**

REDLINED-Second-Reading-6Hx-18-4.46\_Responsibilities\_of\_Property\_Custodians

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

<b>TITLE</b>	<del>Responsibilities of Property Custodians</del> <a href="#">Property Control</a>	<b>NUMBER</b> 6Hx-18-4.46
<b>LEGAL AUTHORITY</b>	1001.61 FS, 1001.64 FS, <a href="#">274.02 FS</a>	<b>PAGE</b> 1 of 1
<b>DATE ADOPTED/AMENDED</b>	Readopted 2/27/1975; Amended 7/26/1979. 9/15/1985, 12/14/1994, 6/19/2001	

**Policy:**

[Palm Beach State College has a significant investment in property assets, including personal property, real property, and significant software assets, to support its mission.](#)

[The President or designee shall track inventory and maintain records of certain property in accordance with Florida Statute 274.02. The disposition action of property will be provided to the District Board of Trustees at least on an annual basis.](#)

[The President or designee shall establish and implement procedures to appropriately acquire, track, retain, transfer, trade-in, return, dispose and otherwise manage control of the College’s property according to accounting standards, Florida Statutes, and Board Policies.](#)

- ~~1. **Designation:** Only the President or designee acting for the District Board of Trustees shall have the authority to designate new property custodians or to relieve a designated property custodian of property control responsibilities.~~
- ~~2. **Area of Delegation:** A property custodian shall be the budget manager and shall be accountable for all property in assigned areas of responsibility at the College.~~
- ~~3. **Responsibility:** A property custodian shall be required to maintain a continuous set of inventory records in the file. These records shall verify the accountability of all equipment under jurisdiction at any particular time. Instructions for the maintenance of inventory records will be issued from the Office of the Vice President of Administration and Business Services.~~
- ~~4. **Assistance:** A property custodian shall not be permitted to transfer property control responsibility to subordinates. The property custodian may assign personnel to assist but shall be accountable for all property charged to the property custodian.~~
- ~~5. **Change of Property Custodian:** When there is a pending change of a property custodian, the existing property custodian shall be held accountable for all property within the assigned area until there has been a complete inventory and any discrepancies have been traced and reconciled.~~
- ~~6. **Inventory for Change in Property Custodian:** Inventory shall be taken by the property custodian, in conjunction with an additional staff member, using the annual inventory procedure.~~

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**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve Second Reading - REPEAL Amendment to Board Policy 6Hx-18-4.47 Lost or Stolen Property Staff Contact: Mr. James E. Duffie, Vice President, Finance and Administration

**Summary:**

**Background/Pertinent Facts:** The current Board Policy 6Hx-18-4.47 Lost or Stolen Property is being recommended for REPEAL. Associated Board Policy 6Hx-18-4.46 Responsibilities of Property Custodians revision is recommending authority to the President or designee and to simplify at the procedural level.

**Financial Impact:** N/A

**Strategic Goal(s) Addressed:** Collaboration: We will cultivate dynamic collaborations that leverage our student's impact on our community's economic and social growth. Conscientious: We serve the College community and global society as we aspire to do what is right, ethical, and fair.

**Duration of Contract:** N/A

**RECOMMEND:** Approval

**Attachments:**

REDLINED-REPEAL-Second-Reading-6Hx-18-4.47\_Lost-or-Stolen-Property

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**Palm Beach State College**

**Board Policy**

<b>TITLE</b>	Lost or Stolen Property	<b>NUMBER</b> 6Hx-18-4.47
<b>LEGAL AUTHORITY</b>	F.S. 1001.64	<b>PAGE</b> 1 of 1
<b>DATE ADOPTED/AMENDED</b>	Readopted 2/27/1975; Amended 6/19/2001, 4/09/2013, 10/14/2014	

**Policy:**

[Recommend REPEAL of this policy](#)

- ~~1. Lost or stolen property items shall be accountable through procedures directed by the President.~~
- ~~2. If the property is not recovered within one month, a written recommendation as to the final disposition of said property shall be presented to the District Board of Trustees for action. Incidents of negligence on the part of the property custodian may result in personal liability in the manner prescribed by law.~~
- ~~3.1. Action taken by the District Board of Trustees shall be recorded in the official minutes and a copy of the minutes shall be addressed to the Procurement Director (6Hx-18-4.46) for the inactivation of specified property records or for other action as may be prescribed by the District Board of Trustees.~~

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**Timothy Rose Contracting**

1360 Old Dixie Hwy Sw  
Vero Beach, FL 32962

(772) 564-7800

<b>To:</b> PALM BEACH STATE COLLEGE	<b>Contact:</b>
<b>Address:</b> PALM BEACH GARDENS	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> PALM BEACH GARDENS CAMPUS DRAINAGE IMPROVEMENTS	<b>Bid Number:</b>
<b>Project Location:</b>	<b>Bid Date:</b>

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Erosion Control / Silt Fence	1.00	LS	\$2,000.00	\$2,000.00
13	Insert And Pressurize 18" CIPP Liner	349.00	LF	\$100.00	\$34,900.00
14	Insert And Pressurize 15" CIPP Liner	699.00	LF	\$85.00	\$59,415.00
15	Insert and Pressurize 24" CIPP Liner	520.00	LF	\$130.00	\$67,600.00
16	Insert And Pressurize 30" CIPP Liner	1,175.00	LF	\$175.00	\$205,625.00
17	Insert and Pressurize 36" CIPP Liner	108.00	LF	\$225.00	\$24,300.00
20	Construct Sand- Cemented Endwall as indicated in construction document	12.00	EACH	\$3,775.00	\$45,300.00
25	General Conditions And Mobilization	1.00	LS	\$28,000.00	\$28,000.00
				<b>Total Bid Price:</b>	<b><u>\$467,140.00</u></b>

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Timothy Rose Contracting</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> _____</p>
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**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve Contract Amendment in the Amount of \$119,740 for ITB 2024-01TR Drainage Improvements at the Palm Beach Gardens Campus Staff Contacts: Ms. Joan Rumsey, Assistant Director of Facilities and Ms. Jennifer Alvarez, Procurement Director

**Summary:**

**Background/Pertinent Facts:** The College is seeking Board Approval to amend contract ITB2024-01TR with Timothy Rose Contracting, Inc. in the amount of \$119,740.

Timothy Rose Contracting, Inc. was awarded the contract for ITB 2024-01TR Drainage Improvements – Palm Beach Gardens Campus as approved by the District Board of Trustees on October 17, 2023. As part of the preliminary scope of work, Timothy Rose Contracting inspected the stormwater pipes utilizing CCTV and discovered additional areas of piping that have deteriorated and would benefit from a Cure In Place Pipe (CIPP) liner to significantly extend the useful life of the stormwater system. The CCTV footage was reviewed by the Engineer of Record, Keith and Associates, who concurred with the recommendation for the CIPP liner in all proposed areas.

The original contract amount was \$367,400.40, including Owner's Contingency. The new proposed base amount is \$467,140.00. With Owner's Contingency of \$20,000, this is an increase of \$119,740 over the original contract amount.

**Financial Impact:** \$467,140.00 + \$20,000 Owner's Contingency = \$487,140.00

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** Until Project Completion, estimated 2 months

**RECOMMEND:** Approval

**Attachments:**

COI\_TimothyRoseContracting,Inc GL AL UL exp 6-6-24)\_1-31-24

TimothyRoseContractingRevisedPricing

**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve Contract with Advanced Roofing, Inc. for District Wide Roof Assessments, Boca Raton CA & CB Building Roof Replacements, and Lake Worth District Warehouse Roof Replacement Using the Pinellas County Government Contract No. 190-0336-BAR for Roofing Services & Supplies, Waterproofing & Related Products and Services in the Amount of \$1,280,007 through November 16, 2025 Presenters: Ms. Joan Rumsey, Assistant Director of Facilities and Ms. Jennifer Alvarez, Procurement Director

**Summary:**

**Background/Pertinent Facts:** The college is seeking approval from the District Board of Trustees (Board) for a contract with Advanced Roofing totaling \$1,280,007. This contract, utilizing Pinellas County Government Contract #190-0336-BAR, pertains to Roofing Services & Supplies, Waterproofing, and Related Products and Services.

The request is for the following projects:

District Wide Roof Assessments	\$ 75,000
Boca Raton CA & CB Buildings	\$ 895,410
Lake Worth District Warehouse Roof	\$ 193,233
<b>Subtotal</b>	<b>\$ 1,163,643</b>
Owner's Contingency 10%	\$ 116,364
<b>Total</b>	<b>\$ 1,280,007</b>

The subtotal for these projects is \$1,163,643, with an additional Owner's Contingency of 10% amounting to \$116,364, resulting in a total contract value of \$1,280,007.

Furthermore, Pinellas County Government has an existing five-year agreement with Advanced Roofing for Roofing Services & Supplies, Waterproofing & Related Products and Services effective from November 17, 2020, to November 16, 2025.

The utilization of this contract aligns with 6A-14.0734(2)(c) of the Florida Administrative Code, allowing purchases at established unit or contract prices through competitive solicitations by government units or buying cooperatives.

Approval, subject to approval by General Counsel, to contract with Advanced Roofing for Roofing Services & Supplies, Waterproofing, and Related Products and Services in the estimated amount of \$1,280,007 through November 16, 2025; and authorize the President to execute the contract documents.

**Financial Impact:** The total cost of \$1,280,007 will be covered by State Fiscal Recovery (SFRF) funds along with local funds and Capital Improvement fees.

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** The Pinellas County Government contract is in effect until November 16, 2025.

**RECOMMEND:** Approval

**Attachments:**

PROP\_AdvancedRoofing\_2024 RoofAssetManagement

Piggyback Agreement\_AdvancedRoofing

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

## MASTER CONTRACTOR/SERVICES AGREEMENT

**THIS AGREEMENT** is made by and between the District Board of Trustees of Palm Beach State College (hereinafter referred to as “College”), and Advanced Roofing Inc, a Florida Corporation, (hereinafter referred to as “Contractor”), authorized to do business in Florida, whose address is 1950 NW 22<sup>nd</sup> Street, Ft Lauderdale FL 33311, this 31<sup>st</sup> day of January, 2024.

**WHEREAS**, the College desires to purchase Roofing Services & Supplies, Waterproofing & Related Products and Services; and

**WHEREAS**, the College desires to procure these services from Contractor, utilizing existing contract prices provided to Pinellas County Government, pursuant to its solicitation number 190-0336-BAR, for Roofing Services & Supplies, Waterproofing & Related Products and Services; and

**WHEREAS**, in accordance with solicitation number 190-0336-BAR, Pinellas County Government, entered into a 5 year agreement with Contractor for services effective November 17, 2020 through November 16, 2025, and

**WHEREAS**, the College desires to purchase services from Contractor on the same terms, conditions, and pricing provided under solicitation number 190-0336-BAR, subject to the terms and conditions of this Agreement, the College’s Purchasing policies, and Florida law; and

**WHEREAS**, the Contractor agrees to extend the terms, conditions, and pricing of solicitation number 190-0336-BAR to the College, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 The above recitals are true and correct and are incorporated herein by reference.

2 The Contractor shall provide to the College Roofing Services & Supplies, Waterproofing & Related Products and Services for the College, in accordance with and pursuant to the same terms, conditions, and pricing of solicitation number 190-0336-BAR procured by Pinellas County Government.

3 This Agreement shall terminate on November 16, 2025, unless Contract Number 190-0336-BAR is renewed by Pinellas County Government, in which case the College will have sole discretion to renew the Agreement.

4 The College, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The College shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The College shall be the sole judge of “reasonable costs.”

5 The Contractor shall indemnify and hold harmless the College and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney’s fees and costs of defense, which the College or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the College, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the College or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

6 Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

7 This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

**8 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE’S OFFICE OF THE GENERAL COUNSEL AT 561-868-3502, DENISG@PALMBEACHSTATE.EDU, 4200 S. CONGRESS AVENUE, MS # 18, LAKE WORTH, FLORIDA 33461.**

- a. Contractor shall comply with public records laws, specifically to:
  - i. Keep and maintain public records required by the College to perform the service.
  - ii. Upon request from the College’s custodian of public records, provide the College with a copy of the requested records or allow the records to be

- inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the College.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of the Contractor or keep and maintain public records required by the College to perform the service. If the Contractor transfers all public records to the College upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.
  - v. If the Contractor does not comply with this section, the College shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9 The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

10 The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and Conditions of Pinellas County Government solicitation number 190-0336-BAR.
- c. Contractor's response to solicitation number 190-0336-BAR and any subsequent information submitted by Contractor during the evaluation and negotiation process.

[Remainder of page intentionally left blank]



**IN WITNESS WHEREOF**, the College and the Contractor executed this Agreement as of the day and year first above written.

PALM BEACH STATE COLLEGE

By: \_\_\_\_\_

Print Name: Ava L. Parker, J.D.

Title: President

CONTRACTOR

By:  \_\_\_\_\_

Print Name: Michael Kornahrens

Title: Vice President

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January 11, 2024

Joan Rumsey  
Palm Beach State College  
4200 Congress Avenue - FD Building  
Lake Worth, Florida 33461

**Subject: Roof Asset Management Inspection and Preventive Maintenance Services Estimate**

## Introduction

Advanced Roofing, Inc. (ARI) is pleased to provide this proposal for roof asset management services with additional general housekeeping and maintenance to Palm Beach State College. These services shall be offered under the terms and conditions set forth in the *Pinellas County – Term Contract: 190-0336-BAR: Roofing Services & Supplies, Waterproofing & Related Products and Services.*

Our Roof Asset Management Program (RAMP) model is a proven tool to improve your building assets performance. Under this program, we can foresee possible unexpected capital costs associated with potential roofing risks, however, roofing assets are continually deteriorating. The combination of allowing ARI to inspect and manage the repairs and preventive maintenance (PM) across your entire portfolio is the single most effective pro-active strategy to eliminate leaks and maximize your initial roofing investment.

## Proposed 2024 Scope of Services

### Annual Services

Based on our proven track record, ARI proposes to provide the following services to support Palm Beach State College roof management goals. ARI recommends the Roof Asset Management Survey be conducted as soon as possible to take advantage of the upcoming dry season to complete necessary repairs and preventative maintenance inspection.

## 1. Roof Inspection, Maintenance and Repair

Specifically, Advanced Roofing, Inc. will:

- a. Prior to the inspection of each site, PBSC will provide all known warranty information, site contact information, current leak status.
  - ARI will upload all warranty information to Advanced Access (AA) for each respective site.
  - Inspectors will review the warranty status of each site, if under warranty, all efforts will be made to work with the manufacturer for any warranty claim work.
- b. Inspect each roof section to determine current roof conditions.
  - All inspection data including aerial roof photos, roof sections, roof types, defects and condition status along photographs will be collected and stored into Advanced Access (AA), our online database with access by all authorized City employees.
  - Develop a list of any noted corrective maintenance items that need additional repair.
  - During the inspection, all HVAC equipment and UL labels will be photographed so that all critical equipment information can be easily acquired remotely through AA for Post-Hurricane documentation.
  - All roof penetrations will be inspected for defects or damage.
  - Walls and windows visible at roof level will be inspected for defects and improper seals.
  - Notify site PMs of any current or emergency leak repair requirements and provide scope of work proposal to remediate leaks.
- c. Perform minor repair and general housekeeping at each building which includes the following:
  - Debris Removal
    - Remove and properly dispose of minor debris (HVAC filters, trash, etc.) located on the roof which may affect drainage. Large items, excessive vegetational growth and excessive debris outside this scope of work will be photographed and reported to PM.
    - Visually inspect all drains, scuppers, gutters, and downspouts. If not functional, PM will be notified, and corrective actions will be added to scope of work for additional roof repairs.
  - Minor Repair
    - Inspect and repair minor roof defects necessary to remediate ongoing leak sources (small splits & tears, holes, etc.) excessive membrane damage will be photographed and reported to the PMs with a Scope of Work proposal based on the terms and conditions.
    - Inspect sealant pans. Reseal if potential leak source.

- Inspect HVAC service panels, secure as necessary.
  - Locate, photograph, and report conditions that require permanent repair methods.
  - Report to PBSC any conditions that are health and/or safety related.
- d. Corrective maintenance and repairs: ARI will identify, photograph, and prepare a Scope of Work for any additional corrective or remedial maintenance needs.
- Upon completion of the roof inspection, if higher levels of corrective maintenance are required, ARI will prepare a Scope of Work identifying these corrections, and a proposal for the work necessary which will be forwarded to the site PM for further action and approval.

**Note:** The safety of our employees is our #1 priority, therefore, all OSHA rules and regulations regarding roof inspections will be followed. If minor repairs are required in areas requiring additional fall protection, those items will be added to the Scope of Work Proposals described below.

## 2. Capital Management Planning

- a. Budget Planning
- Upon completion of the inspection and data collection for each site each roof system will be graded based on its current condition
  - ARI and PBSC Facilities Team will collaborate to develop a 5-year RAMP plan based on the conditions found and priorities as determined by PBSC. Once this priority is set, ARI will provide Capital Budget Planning support.

PBSC will contact ARI of any roofing related activity, i.e. new roof penetrations, accidental damage, storm related damage, etc., so that activities can be tracked and updated within our Advanced Access database.

## Schedule

Below is the proposed schedule to complete the ongoing roof management services provided and for the proposed 2024 contract services.

Service	Timing
Inspections, Preventive/Corrective Maintenance	January 2024 start through end of April
Assessment Report Delivery to PM at each location	Upon completion on each site visit
Capital Management Planning	May 2024



## Fees

These Roof Asset Management Program services will be offered for the Lump Sum Price of seventy-five thousand (\$75,000.00) dollars. This proposal is based on approximately \$.07 per square foot per our review of the site list provided by PBSC.

We look forward to the opportunity to work with you and Palm Beach State College on this important project. Please feel free to contact me at 954-405-7573, or via email at [steves@AdvancedRoofing.com](mailto:steves@AdvancedRoofing.com), should you have any questions or comments.

Sincerely,  
**ADVANCED ROOFING, INC.**

*Steve Schoen*

Steve Schoen  
Director of Government Services

**PBSC DISTRICT FACILITIES DEFERRED MAINTENANCE PLAN  
SYSTEM: ROOFING**

SITE	BLDG NO.	PREFIX	BLDG NAME	INSTALL YR	Roof Area	NOTES
WPB	100	HIST	Historical Roof	2018	5,020	
LW	101	SCB	Science I Roof		7,325	
LW	102	PE	Gymnasium Roof		28,157	
LW	103	CT	Counseling & Test Rf		9,776	
LW	104	PG	Glynn Student Serv Rf		11,732	
LW	105	CF	Cafeteria Roof	2024	Do not include	Roof Replacement 2024 - Advanced Roofing
LW	107	CJB	Crim Justice 1 Roof		7,068	
LW	108	CBP	Ctr Bach Prog Roof		15,011	
LW	110	FN	Finance Roof		9,103	
LW	111	AD	Administration Roof	2020	11,044	PSI Roofing Coop
LW	112	BA	Bus Admin Roof		15,232	
LW	113	LL	Manor LLRC Roof		24,487	
LW	114	ITA	Info Tech I Roof		7,308	
LW	115	DH	Dental Health Serv Rf		17,601	
LW	116	TL	Tech Labs Roof		7,148	
LW	117	TC	Tech Center Roof		19,781	
LW	118	ITB	Info Tech II Roof		2,322	
LW	120	HU	Humanities Roof		18,291	
LW	121	SEC	Security Bldg Roof		4,670	
LW	124	CM	Central Mech Roof		4,107	
LW	128	ETA	Ed & Train A Roof		57,547	
LW	129	BK	Bookstore Roof		17,865	
LW	130	VL	Voc Lab Roof		2,436	
LW	131	AU	Duncan Theatre Rf		20,273	
LW	132	SS	Social Sci Roof		10,970	
LW	135	FC	Fac Central Roof		5,676	
LW	138	ETB	Ed & Train B Roof		8,586	
LW	148	ETC	Ed & Train C Roof		11,325	
LW	158	ETD	Ed & Train D Roof		22,008	
LW	201	SCA	Science 2 Roof		25,866	
LW	202	FT	Fitness Ctr Roof		7,473	
LW	203	CN	Concession BB Rf		952	
LW	205	CS	College Serv Rf		6,768	
LW	207	VSC	Vet Success Rf		2,570	
LW	208	AH	Allied Health Rf		11,232	
LW	210	CRA	Classroom A Rf		5,650	
LW	230	TE	Tech Ed Roof		9,451	
LW	235	FD	Facilities Dist Rf		6,797	
LW	301	SCD	Science 3 Roof		10,170	
LW	303	SB	Concession SB Rf		737	
LW	307	CJC	Crim Justice 3 Roof		3,676	
LW	310	OF	Office Bldg Roof		1,334	
LW	335	DW	Warehouse Roof		8,777	
LW	401	SCC	Science 4 Roof		3,277	
LW	407	EPC	Enroll Process Ctr Rf		2,570	
LW	410	CRB	Classroom B Rf		5,764	
LW	435	PS	Purch/Print Roof		2,740	
LW	501	NS	Nat Science Bldg Rf		25,660	
LW	507	CJD	Crim Justice 5 Rf		3,652	
LW	510	CE	Cont Ed Roof		11,935	
LW	535	FAC	Fire Acad Garage Rf		12,954	
LW	536	PSA	Firing Range Rf		18,895	
LW	537	PSB	Fire Train Tower Rf		3,715	
LW	538	PSC	CJ/Fire/CSI/Adm Rf		17,771	
LW	539	CMB	Central Mech II Roof		5,138	
LW	540	PSD	EMT/Paramed Rf		20,559	
LW	541	PSW	Wellness Ctr Rf		7,768	
LW	543	SBC	Softball Rf		1,078	
LW	544	PSE	Burn bldg Rf		1,254	
LW	545	FG	Fac Garage Rf		6,624	
LW	610	CSB	Custodial Serv Rf		200	
PBG	101	AD	Administration Roof		14,036	
PBG	102	AA	Classroom AA Roof		22,003	
PBG	103	CM	Central Mech Roof		8,331	
PBG	104	LL	LLRC/LAB Roof		25,186	
PBG	106	BR	Reynolds Stud Ctr Rf		26,354	



**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve Contract with Daikin Applied for PBG Chiller Replacements and Related Services Utilizing Omnia Partners Contract No.R200401 in the Amount of \$1,084,713 through September 30, 2024 Staff Contacts: Ms. Joan Rumsey, Assistant Director of Facilities and Ms. Jennifer Alvarez, Procurement Director

**Summary:**

**Background/Pertinent Facts:** The College is currently seeking approval from the District Board of Trustees (Board) for a contract with Daikin Applied, totaling \$1,084,713 under the Omnia Contract #R200-401. This contract encompasses HVAC equipment, installation services, and related products, specifically for the replacement of Chiller #2 and associated Chilled Water (CHW) piping at the Palm Beach Gardens campus.

To accommodate the lead time for equipment procurement, a purchase order was issued under administrative authority, allowing the early acquisition of the necessary equipment.

Previous Spend for Daikin Applied:

- Palm Beach Gardens Chiller 2 Equipment \$349,500

This request is for the installation of the Chiller and CHW Piping:

PBG Chiller 2 Installation	\$ 127,398
PBG Chiller CHW Piping Replacement	\$ 540,977
<b>Subtotal</b>	<b>\$ 668,375</b>
Owner's Contingency 10%	\$ 66,838
<b>Total</b>	<b>\$ 735,213</b>

The use of this contract complies with 6A-14.0734(2)(c) Florida Administrative Code, purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law of buying cooperatives.

Approval subject to final review and approval by General Council.



**Financial Impact:** The cumulative expenditure includes the prior spend of \$349,500 and the current request of \$735,213, totaling \$1,084,713. The funding for this project is sourced from State Fiscal Recovery (SFRF) funds.

**Strategic Goal(s) Addressed:** This initiative supports the strategic goal related to the college's culture, aiming to establish a learning environment dedicated to the success of both students and employees.

**Duration of Contract:** The Omnia contract is effective until September 30, 2024, with the option to renew for an additional year.

**RECOMMEND:** Approval

**Attachments:**

R200401\_Daikin\_MAD\_2020\_10\_1

R200401\_Daikin\_RL1\_2023.05.01

PROP\_(PBG Chiller 2)- 1.19.24\_ OMNIA 298822

PROP\_(PBG Chiller Replacement)\_1.25.24\_ OMNIA 299376

PROP\_Daikin(PBG Chiller Plant Re- Piping work)\_ 1.25.24\_ OMNIA 299382

Piggyback Agreement\_DaikinApplied

COI\_Daikin Applied Americas (exp 4-1-24)\_11-28-23

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve Contract Awards for Engineering Services for Each Engineering Discipline and Firm Recommended Over a Term of 3 Years, with the Option to Renew for an Additional Two Years Staff Contacts: Mr. Edgar Cintron, Facilities Director and Ms. Jennifer Alvarez, Procurement Director

**Summary:**

**Background/Pertinent Facts:** The Facilities Department at Palm Beach State College frequently engages engineering services to manage a variety of college-wide projects. To streamline this process and address the growing project list, the department finds it beneficial to establish continuing contracts, allowing for the rotation of qualified engineering firms. This approach not only complies with Florida Statutes; it is also an efficient method for meeting stringent grant and project deadlines.

On March 23, 2023, the Procurement Department issued Solicitation No. 2023-11LC - Engineering Services Under a Continuing Contract. The aim of this Request for Qualifications was to assess responses from engineering firms and select one or more firms for engineering services under a continuing contract, covering four distinct engineering disciplines: Structural, Civil, Geotechnical, and MEP (Mechanical, Electrical, and Plumbing). This process, in compliance with Florida Statute 287.055, aims to address design and engineering components of various construction, remodeling, and renovation projects across Palm Beach State College facilities. A total of twenty-one (21) proposals were received.

The College Evaluation Committee for this solicitation was composed of the following members:

David Edris, Client Support Services Director, Information technology  
Mikel Kline, Health and Safety Manager, Campus Safety and Risk Management  
James P. Storms, Facilities Planning Assistant Manager, Facilities Alberto Gregoris Maciel, Architectural Coordinator, Facilities  
Trustee Carolyn Williams

The College Evaluation Committee conducted a comprehensive evaluation on January 5, 2024. They unanimously recommended firms for the disciplines of Structural, Geotechnical, and MEP, as outlined in the attached document, which provides the final

scoresheet.

On January 12, 2024, the Committee conducted interviews for the firms applying for the Civil Engineering discipline and unanimously recommended firms for that specific discipline, as detailed below.

The Evaluation Committee's recommendation for a continuing contract award for projects not exceeding values stipulated in Florida Statute 287.055 (currently \$4,000,000) for Engineering Services is outlined below. Firms are listed below in the order of their final ranking per discipline.

**DISCIPLINE - Mechanical/Electrical/Plumbing (MEP) Engineering**

1. JLRD, Inc.
2. OCI Associates, Inc.
3. SGM Engineering, Inc.
4. Cape Design Engineering Co.
5. CES Inc.

**DISCIPLINE - Structural Engineering**

1. Eastern Engineering Group
2. Alan Gerwig & Associates, Inc
3. Cape Design Engineering Co.

**DISCIPLINE – Civil Engineering**

1. Alan Gerwig & Associates, Inc.
2. Keith and Associates, Inc.
3. Craven, Thompson & Associates, Inc.

**DISCIPLINE – Geotechnical Engineering**

1. Tierra South Florida, Inc.
2. RADISE International

**Financial Impact:** The Facilities Department will use approved budgeted funding for professional Engineering services as needed.

**Strategic Goal(s) Addressed:** The College aims to promote and practice operational efficiencies in all areas.

**Duration of Contract:** Contracts will have an initial term of three (3) years after the Agreement's execution. The agreements may be renewed for up to two (2) additional years.

**RECOMMENDATION FOR APPROVAL:** District Board of Trustees approval is requested to award contracts to the recommended firms and authorize College General Counsel to prepare contracts for each firm recommended, with an initial term of three years with the option for two additional one-year renewals for projects not exceeding values stipulated in Florida Statute 287.055 (currently \$4,000,000).

**RECOMMEND:** Approval

**Attachments:**

Award-Notice-RFQu 2023-11LC Engineering Services Under a Continuing Contract  
1.12.24

Final Consolidated Scoresheet RFQu 2023-11LC 1.12.24

Final Consolidated Scoresheet RFQu 2023-11LC 1.12.24

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*



## Procurement Services

January 12, 2024

### **NOTICE OF INTENT TO RECOMMEND** RFQu 2023-11LC Engineering Services Under a Continuing Contract

The Evaluation Committee has reviewed, evaluated, scored and ranked the responsible and responsive proposals based on the evaluation criteria as outlined in the solicitation. This has been updated from the notice issued on January 5, 2024, to incorporate the ranking of the Civil Engineering Discipline. The following firms will be recommended to the Palm Beach State College District Board of Trustees for approval:

#### **DISCIPLINE - Mechanical/Electrical/Plumbing (MEP) Engineering**

1. JLRD, Inc.
2. OCI Associates, Inc.
3. SGM Engineering, Inc.
4. Cape Design Engineering Co.
5. CES Inc.

#### **DISCIPLINE - Structural Engineering**

1. Eastern Engineering Group
2. Alan Gerwig & Associates, Inc
3. Cape Design Engineering Co.

#### **DISCIPLINE – Civil Engineering**

1. Alan Gerwig & Associates, Inc.
2. Keith and Associates, Inc.
3. Craven, Thompson & Associates, Inc.

#### **DISCIPLINE – Geotechnical Engineering**

1. Tierra South Florida, Inc.
2. RADISE International

"Failure to file a protest within the time prescribed in section I 20.57(3)(b), Florida Statutes shall constitute a waiver of proceedings under chapter I 20, Florida Statutes. "

Lauren Czencz

Procurement Contracts Manager, Procurement Services

Request for Proposal		PROPOSER #1	PROPOSER #2	PROPOSER #3	PROPOSER #4	PROPOSER #5	PROPOSER #6	PROPOSER #7	PROPOSER #8	PROPOSER #9	Weight	Total Weighted Score									
RFQ# 2023-11LC		S&M Engineering Inc.	CES Inc.	OCI Associates, Inc.	WGI Inc.	Cape Design Engineering Co.	GRAEF	KPI Engineering Inc.	Comenco Engineering	JLRD, Inc.		S&M Engineering Inc.	CES Inc.	OCI Associates, Inc.	WGI Inc.	Cape Design Engineering Co.	GRAEF	KPI Engineering Inc.	Comenco Engineering	JLRD, Inc.	
I	Scoring Criteria																				
	0-5																				
	Firm Background and Experience																				
	Evaluator 1	4	3	3	3	3	3	2	3	3	4	35	140	105	105	105	105	105	70	105	105
	Evaluator 2	3	3	4	3	3	3	3	3	3	4	35	140	105	105	140	105	105	70	105	105
Evaluator 3	4	4	4	4	4	4	3	3	3	4	35	140	140	105	140	140	105	105	105	105	
Evaluator 4	4	5	4	4	4	4	4	3	3	5	35	140	175	140	140	140	140	105	140	105	
Evaluator 5	5	5	5	4	4	5	4	4	5	5	35	175	175	175	175	175	175	140	175	175	
	Points	20	20	20	17	20	18	15	15	22			700	700	595	700	650	525	525	525	770
	Rank (A)	2	2	2	7	2	6	8	8	1			2	2	7	2	6	8	8	1	3
II	Resumes of Key Personnel and Example Projects with Key Personnel																				
	0-5																				
	Evaluator 1	4	3	3	3	3	3	2	3	4	90	200	150	150	150	150	150	100	150	150	200
	Evaluator 2	3	3	5	3	4	4	3	3	3	4	90	150	250	150	200	150	150	150	50	150
	Evaluator 3	4	4	4	4	2	4	4	3	3	4	90	200	200	100	200	200	150	150	200	
Evaluator 4	4	4	4	4	4	4	4	3	3	4	90	200	200	200	200	200	150	150	200		
Evaluator 5	5	5	5	5	5	5	5	4	4	5	90	250	250	250	250	250	200	200	200		
	Points	20	19	21	17	20	19	15	14	20		1000	850	1050	850	1000	850	750	700	1000	
	Rank (B)	2	5	1	7	2	5	8	9	2		1	5	1	7	2	5	8	9	2	
III	Additional Information																				
	0-5																				
	Evaluator 1	4	3	3	2	3	3	3	3	3	15	60	45	45	30	45	45	45	45	45	45
	Evaluator 2	4	3	3	3	3	3	3	3	3	15	60	45	45	30	45	45	45	45	45	45
	Evaluator 3	4	3	3	3	3	3	3	3	3	15	60	45	45	30	45	45	45	45	45	45
Evaluator 4	4	3	3	3	3	3	3	3	3	15	60	45	45	30	45	45	45	45	45	45	
Evaluator 5	4	4	4	3	3	3	3	3	3	15	60	45	45	30	45	45	45	45	45	45	
	Points	19.5	16.5	16.5	11	16	16	15	15	15.5		67.5	67.5	247.5	165	200	200	200	200	200	
	Rank (C)	1	3	3	9	6	6	8	8	3		1	3	3	9	6	6	8	8	3	
<b>TOTAL POINTS</b>		1892.5	1897.5	1897.5	1610	1940	1920	1697.5	1495	2017.5											
<b>TOTAL RANK</b>		3	5	5	7	4	6	8	9	3											

**Consolidated Total Weighted Scores and Rank RFQ2023-111C**

<b>Rank</b>	<b>Proposer Name</b>	<b>Total Weighted Score</b>
<b>1</b>	JLRD, Inc.	2017.5
<b>2</b>	OCI Associates, Inc.	1997.5
<b>3</b>	SGM Enginerring Inc.	1992.5
<b>4</b>	Cape Design Engineering Co.	1940
<b>5</b>	CES Inc.	1897.5
<b>6</b>	GRAEF	1820
<b>7</b>	WGI Inc.	1610
<b>8</b>	KPI Engineering Inc.	1507.5
<b>9</b>	Conneco Engineering	1495

Current number of Firms under this discipline: Three (3)

**PROCUREMENT DEPARTMENT**  
**SCORE SHEET-Engineering Services-Continuing Contract**

Request for Proposal  
 RFQ# 2023-11LC

**DISCIPLINE - Structural Engineering**

Section	Scoring Criteria	PROPOSER #1							Weight	PROPOSER #7						
		Eastern Engineering Group	WGI Inc.	Cape Design Engineering Co.	TTC Worldwide Engineering	Lakdas Yohalem Engineering, Inc.	Master Consulting Engineers	Alan Gerwig & Associates, Inc		Eastern Engineering Group	WGI Inc.	Cape Design Engineering Co.	TTC Worldwide Engineering	Lakdas Yohalem Engineering, Inc.	Master Consulting Engineers	Alan Gerwig & Associates, Inc
I	Firm Background and Experience															
	Evaluator 1	3	3	3	3	2	4	4	105	105	105	105	70	140	140	140
	Evaluator 2	4	3	4	4	4	3	4	140	105	140	140	140	105	140	140
	Evaluator 3	4	3	4	3	2	3	4	140	105	140	105	70	105	140	140
	Evaluator 4	5	4	4	5	4	5	4	175	140	140	175	175	140	175	175
	Evaluator 5	4	5	5	4.5	5	3.5	5	140	175	175	157.5	175	122.5	122.5	122.5
	<b>Points Rank (A)</b>	20	18	20	18.5	18	17.5	20.5	700	630	700	682.5	630	617.5	717.5	
II	Resumes of Key Personnel and Example Projects with Key Personnel															
	Evaluator 1	3	3	3	2	3	3	3	150	150	150	100	150	150	150	
	Evaluator 2	4	3	4	3	4	4	4	200	150	200	150	200	200	200	
	Evaluator 3	4	4	4	3	3	3	3	200	200	200	150	150	200	200	
	Evaluator 4	5	4	4	4	5	4	4	250	200	200	200	250	200	250	
	Evaluator 5	4	5	5	3	5	4	4	200	250	250	150	250	200	200	
	<b>Points Rank (B)</b>	20	19	20	15	20	18	20	1000	950	1000	750	1000	900	1000	
III	Additional Information															
	Evaluator 1	2	2	3	3	2	3	3	30	30	45	45	30	45	45	
	Evaluator 2	3	2	4	3	4	4	3	45	30	60	45	60	60	45	
	Evaluator 3	4	3	4	3	2	4	3	60	45	60	45	30	60	45	
	Evaluator 4	5	3	3	3	3	3	3	75	45	45	45	45	45	45	
	Evaluator 5	5	2	2	3	3	4.5	3	75	30	30	45	68	45	45	
	<b>Points Rank (C)</b>	19	12	16	15	15.5	17	15	285	180	240	225	232.5	225	225	
	<b>TOTAL</b>	1	7	3	5	4	2	5	1	7	3	5	4	2	5	
<b>TOTAL POINTS</b>		1885	1750	1840	1577.5	1822.5	1787.5	1942.5								
<b>TOTAL RANK</b>		1	6	3	7	4	5	2								



**Consolidated Total Weighted Scores and Rank RFQu2023-11LC**

<b>DISCIPLINE - Structural Engineering</b>			
<b>Rank</b>		<b>Proposer Name</b>	<b>Total Weighted Score</b>
<b>1</b>	<b>Proposer #1</b>	Eastern Engineering Group	1985
<b>2</b>	<b>Proposer #2</b>	Alan Gerwig & Associates, Inc	1942.5
<b>3</b>	<b>Proposer #3</b>	Cape Design Engineering Co.	1940
<b>4</b>	<b>Proposer #4</b>	Lakdas Yohalem Engineering, Inc.	1862.5
<b>5</b>	<b>Proposer #5</b>	Master Consulting Engineers	1767.5
<b>6</b>	<b>Proposer #6</b>	WGI Inc.	1760
<b>7</b>	<b>Proposer #7</b>	TRC Worldwide Engineering	1657.5

Current number of Firms under this discipline: Two (2)

Request for Proposal RFQ# 2023-11LC		PROPOSER #1	PROPOSER #2	PROPOSER #3	PROPOSER #4	PROPOSER #5	PROPOSER #6	PROPOSER #7	Weight	Total Weighted Score		Total Weighted Score		Total Weighted Score		Total Weighted Score		Total Weighted Score		
Request for Proposal RFQ# 2023-11LC		Miller Legg	Craven, Thompson & Associates, Inc.	Keith and Associates, Inc.	Eastern Engineering Group - Withdrawn 1.17.23	WGI Inc.	Alan Genwig & Associates, Inc.	Engenuity Group, Inc.		Miller Legg	Craven, Thompson & Associates, Inc.	Keith and Associates, Inc.	Eastern Engineering Group	WGI Inc.	Alan Genwig & Associates, Inc.	Engenuity Group, Inc.				
Request for Proposal RFQ# 2023-11LC		Miller Legg	Craven, Thompson & Associates, Inc.	Keith and Associates, Inc.	Eastern Engineering Group - Withdrawn 1.17.23	WGI Inc.	Alan Genwig & Associates, Inc.	Engenuity Group, Inc.		Miller Legg	Craven, Thompson & Associates, Inc.	Keith and Associates, Inc.	Eastern Engineering Group	WGI Inc.	Alan Genwig & Associates, Inc.	Engenuity Group, Inc.				
I	Scoring Criteria																			
	Firm Background and Experience																			
	Evaluator 1	3	3	3	0	3	4	3	35	105	105	105	0	105	140	105	105	140	105	105
	Evaluator 2	4	4	4	0	3	5	3	35	140	140	140	0	140	175	140	175	140	140	140
	Evaluator 3	3	2	3	0	4	4	4	35	105	70	105	0	105	140	140	140	140	140	140
Evaluator 4	5	5	4	0	4	5	4	35	175	140	175	0	175	175	175	140	175	140	140	
Evaluator 5	5	5	5	0	5	3.5	4	35	175	175	175	0	175	175	175	140	175	140	140	
	Points Rank (A)	20	19	19	0	19	21.5	18		700	665	665	0	665	752.5	630	630	630	630	
	Rank (A)	2	3	3	3	3	1	6		2	3	3	3	3	1	6	1	1	1	6
II	Business of Key Personnel and Example Projects with Key Personnel																			
	Evaluator 1	3	3	2	0	3	4	3	50	150	150	100	0	150	200	150	150	200	150	150
	Evaluator 2	4	4	4	0	3	5	3	50	200	200	200	0	200	250	200	250	200	200	
	Evaluator 3	3	3	4	0	4	4	4	50	150	150	150	0	150	200	200	200	200	200	
	Evaluator 4	4	4	4	0	4	5	4	50	200	200	200	0	200	250	200	250	200	200	
Evaluator 5	5	5	5	0	5	4	4	50	250	250	250	0	250	300	200	300	200	200		
	Points Rank (B)	19	19	19	0	19	22	18		950	950	950	0	950	1100	900	900	900	900	
	Rank (B)	2	2	2	2	2	1	6		2	2	2	2	2	1	6	1	1	1	6
III	Additional Information																			
	Evaluator 1	2	3	2	0	2	3	4	15	30	45	30	0	30	45	30	45	30	45	30
	Evaluator 2	3	3	4	0	2	3	4	15	45	45	60	0	30	45	60	45	60	45	60
	Evaluator 3	3	3	4	0	3	3	4	15	45	45	60	0	45	45	60	45	60	45	60
	Evaluator 4	3	3	3	0	3	3	3	15	45	45	45	0	45	45	45	45	45	45	45
Evaluator 5	3.5	4.5	4.5	0	2	3	5	15	52.5	67.5	67.5	0	30	45	75	45	45	45	45	
	Points Rank (C)	14.5	16.5	17.5	0	12	15	20		217.5	247.5	247.5	0	180	225	300	225	225	225	
	Rank (C)	5	3	2	2	6	4	1		5	3	3	2	6	4	1	4	4	1	
IV	Interview																			
	Evaluator 1	4.5	4.5	5	0	0	5	4	20	90	90	100	0	90	100	80	100	80	80	
	Evaluator 2	3.5	4	4.5	0	0	5	3	20	70	80	90	0	70	80	70	100	80	80	
	Evaluator 3	4	4	5	0	0	5	4	20	80	100	100	0	80	100	100	80	80	80	
	Evaluator 4	4.5	5	5	0	0	5	4	20	90	100	100	0	90	100	100	80	80	80	
Evaluator 5	4	5	5	0	0	5	4	20	80	100	100	0	80	100	100	80	80	80		
	Points Rank (D)	20.5	22.5	24.5	0	0	25	19		410	450	490	0	410	500	380	490	380	380	
	Rank (D)	4	3	2	2	2	1	5		4	3	2	2	4	1	5	1	1	1	5
<b>TOTAL POINTS</b>		<b>2277.5</b>	<b>2312.5</b>	<b>2387.5</b>	<b>0</b>	<b>1795</b>	<b>2577.5</b>	<b>2710</b>		<b>2277.5</b>	<b>2312.5</b>	<b>2387.5</b>	<b>0</b>	<b>1795</b>	<b>2577.5</b>	<b>2710</b>				
<b>TOTAL RANK</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>6</b>	<b>1</b>	<b>5</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>6</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>5</b>

**Consolidated Total Weighted Scores and Rank RFQu2023-11LC**

<b>DISCIPLINE - Civil Engineering</b>		
<b>Rank</b>	<b>Proposer Name</b>	<b>Total Weighted Score</b>
<b>1</b>	Alan Gerwig & Associates, Inc.	2577.5
<b>2</b>	Keith and Associates, Inc.	2367.5
<b>3</b>	Craven, Thompson & Associates, Inc.	2312.5
<b>4</b>	Miller Legg	2277.5
<b>5</b>	Engenuity Group, Inc.	2210
<b>6</b>	WGI Inc.	1795
<b>7</b>	Eastern Engineering Group*	0

Current number of Firms under this discipline: Two (2)

\*Eastern Engineering Group withdrew from Civil Engineering consideration on 1.12.24 via email



**PROCUREMENT DEPARTMENT**  
**SCORE SHEET-Engineering Services-Continuing Contract**

Request for Proposal RFQu 2023-11LC		PROPOSER #1	PROPOSER #2	PROPOSER #3	PROPOSER #4	Weight	Total Weighted Score Proposer #1	Total Weighted Score Proposer #2	Total Weighted Score Proposer #3	Total Weighted Score Proposer #4
I	Scoring Criteria									
	Firm Background and Experience									
	Evaluator 1	4	3	2	4	35	140	105	70	140
	Evaluator 2	5	3	4	3	35	175	105	140	105
	Evaluator 3	4	3	3	4	35	140	105	105	140
	Evaluator 4	4	4	4	5	35	140	140	140	175
Evaluator 5	5	3.5	4.5	3.5	35	175	122.5	157.5	122.5	
	<b>Points</b>	<b>22</b>	<b>16.5</b>	<b>17.5</b>	<b>19.5</b>		<b>770</b>	<b>577.5</b>	<b>612.5</b>	<b>682.5</b>
	<b>Rank (A)</b>	<b>1</b>	<b>4</b>	<b>3</b>	<b>2</b>		<b>1</b>	<b>4</b>	<b>3</b>	<b>2</b>
II	Resumes of Key Personnel and Example Projects with Key Personnel									
	Evaluator 1	4	3	3	3	50	200	150	150	150
	Evaluator 2	5	3	4	3	50	250	150	200	150
	Evaluator 3	4	4	4	4	50	200	200	200	200
	Evaluator 4	4	4	4	4	50	200	200	200	200
	Evaluator 5	5	5	5	4	50	250	250	250	200
	<b>Points</b>	<b>22</b>	<b>19</b>	<b>20</b>	<b>18</b>		<b>1100</b>	<b>950</b>	<b>1000</b>	<b>900</b>
	<b>Rank (B)</b>	<b>1</b>	<b>3</b>	<b>2</b>	<b>4</b>		<b>1</b>	<b>3</b>	<b>2</b>	<b>4</b>
III	Additional Information									
	Evaluator 1	3	2	3	2	15	45	30	45	30
	Evaluator 2	4	2	4	2	15	60	30	60	30
	Evaluator 3	4	3	4	2	15	60	45	60	30
	Evaluator 4	3	3	3	4	15	45	45	45	60
	Evaluator 5	5	1	5	1	15	75	15	75	15
	<b>Points</b>	<b>19</b>	<b>11</b>	<b>19</b>	<b>11</b>		<b>285</b>	<b>165</b>	<b>285</b>	<b>165</b>
	<b>Rank (C)</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>3</b>	<b>TOTAL</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>3</b>
<b>TOTAL POINTS</b>							<b>2155</b>	<b>1692.5</b>	<b>1897.5</b>	<b>1747.5</b>
<b>TOTAL RANK</b>							<b>1</b>	<b>4</b>	<b>2</b>	<b>3</b>

**Consolidated Total Weighted Scores and Rank RFQu2023-11LC**

**DISCIPLINE - Geotechnical Engineering**

<b>Rank</b>	<b>Proposer Name</b>	<b>Total Weighted Score</b>
<b>1</b>	Tierra South Florida, Inc.	2155
<b>2</b>	RADISE International	1897.5
<b>3</b>	Universal Engineering Services	1747.5
<b>4</b>	WGI Inc.	1692.5

Current number of Firms under this discipline: Two (2)

Section	Scoring Criteria	Request for Proposal RFP# 2023-11LC										Weight	Total Weighted Score	Proposer #	Total Weighted Score	Proposer #	Total Weighted Score	Proposer #	Total Weighted Score	Proposer #	
		PROPOSER #1	PROPOSER #2	PROPOSER #3	PROPOSER #4	PROPOSER #5	PROPOSER #6	PROPOSER #7	PROPOSER #8	PROPOSER #9	PROPOSER #10										
I	Firm Background and Experience	0-5																			
	Evaluator 1	4	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	Evaluator 2	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
	Evaluator 3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
	Evaluator 5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
	<b>Points</b>	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
	<b>Rank (A)</b>	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
II	Resumes of Key Personnel and Similar Projects with Key Personnel	0-5																			
	Evaluator 1	4	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	Evaluator 2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	Evaluator 3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
	Evaluator 5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
	<b>Points</b>	20	19	21	17	20	19	20	19	15	15	14	20	20	20	20	20	20	20	20	20
	<b>Rank (B)</b>	2	5	1	7	2	5	2	5	8	9	2	2	2	2	2	2	2	2	2	2
III	Additional Information	0-5																			
	Evaluator 1	4	3	3	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	Evaluator 2	4	3	3	2	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
	Evaluator 3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	Evaluator 5	4.5	4.5	4.5	1	2	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
	<b>Points</b>	18.5	16.5	16.5	11	16	16	16	16	15.5	16	16.5	16	16.5	16	16.5	16	16	16	16	16
	<b>Rank (C)</b>	1	3	3	9	6	6	6	6	8	8	2	3	3	3	3	3	3	3	3	3
		<b>TOTAL POINTS</b>	1992.5	1897.5	1997.5	1910	1940	1820	1977.5	1907.5	1820	1977.5	1907.5	1977.5	1907.5	1977.5	1907.5	1977.5	1907.5	1977.5	1907.5
		<b>TOTAL RANK</b>	3	5	5	7	4	4	4	5	6	4	4	4	4	4	4	4	4	4	4

**Consolidated Total Weighted Scores and Rank RFQu2023-11LC**

<b>Rank</b>	<b>Proposer #</b>	<b>Proposer Name</b>	<b>Total Weighted Score</b>
1	Proposer #1	JLRD, Inc.	2017.5
2	Proposer #2	OCI Associates, Inc.	1997.5
3	Proposer #3	SGM Engineering Inc.	1992.5
4	Proposer #4	Cape Design Engineering Co.	1940
5	Proposer #5	CES Inc.	1897.5
6	Proposer #6	GRAEF	1820
7	Proposer #7	WGI Inc.	1610
8	Proposer #8	KPI Engineering Inc.	1507.5
9	Proposer #9	Conmeco Engineering	1495

Current number of Firms under this discipline: Three (3)

Request for Proposal RFP# 2023-T1LC																											
Section	PROPOSER #1	PROPOSER #2	PROPOSER #3	PROPOSER #4	PROPOSER #5	PROPOSER #6	PROPOSER #7	Weight	PROPOSER #1	PROPOSER #2	PROPOSER #3	PROPOSER #4	PROPOSER #5	PROPOSER #6	PROPOSER #7	Total Weighted Score	Total Weighted Score	Total Weighted Score	Total Weighted Score	Total Weighted Score	Total Weighted Score	Total Weighted Score					
	Eastern Engineering Group	WGI Inc.	Cape Design Engineering Co.	TRC Worldwide Engineering	Lakda Yohalem Engineering, Inc.	Master Consulting Engineers	Alan Gerwig & Associates, Inc		Eastern Engineering Group	WGI Inc.	Cape Design Engineering Co.	TRC Worldwide Engineering	Lakda Yohalem Engineering, Inc.	Master Consulting Engineers	Alan Gerwig & Associates, Inc												
I	Scoring Criteria																										
	Firm Background and Experience																										
	3	3	3	3	2	3	4	35	155	155	155	155	155	155	155	150	150	150	150	150	150	150	150				
	4	3	4	3	2	3	4	35	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140				
	5	4	4	5	5	4	5	35	175	140	140	175	175	140	140	140	175	175	175	175	175	175	175				
	20	18	20	19.5	18	17.5	20.5	35	700	630	700	682.5	630	630	700	682.5	630	630	700	682.5	630	630	700				
	2	5	2	4	5	7	1		2	5	2	4	5	7	1		4	4	2	5	7	1	1				
Rank (A)																											
Points																											
Rank (B)																											
Rank (C)																											
II	Resumes of Key Personnel and Example Projects with Key Personnel																										
	3	3	3	2	3	3	3	50	150	150	150	100	150	150	150	150	150	150	150	150	150	150	150				
	4	3	4	3	4	4	4	50	200	150	200	150	200	200	200	200	150	150	150	150	150	150	150				
	5	4	4	4	5	4	5	50	250	200	200	200	250	200	200	200	200	200	200	200	200	200	200				
	4	5	5	3	5	4	4	50	200	250	250	150	250	200	200	200	200	200	200	200	200	200	200				
	20	19	20	15	20	18	20	50	1000	950	1000	750	1000	900	1000	900	1000	1000	1000	1000	1000	1000	1000				
	1	5	1	7	1	6	1		1	5	1	7	1	6	1		1	1	7	6	1	6	1				
	2	2	2	3	2	3	3	15	30	30	30	45	30	30	45	30	45	30	45	30	45	30	45				
	3	2	4	3	4	4	4	15	45	30	60	45	45	60	45	45	60	45	45	60	45	45	60				
	4	3	4	3	4	4	3	15	60	45	60	45	45	60	45	45	60	45	45	60	45	45	60				
	5	3	3	3	3	3	3	15	75	45	45	45	45	45	45	45	45	45	45	45	45	45	45				
	5	2	2	3	4.5	3	3	15	75	30	30	30	45	30	30	30	45	30	30	30	30	30	30				
	19	12	16	15	15.5	17	15	15	285	180	240	225	235.5	225	240	225	235.5	225	240	225	240	225	240				
	1	7	3	5	4	2	5	TOTAL	1	7	3	5	4	2	5	TOTAL	1	7	3	5	4	2	5				
Rank (C)																											
Points																											
Rank (A)																											
Rank (B)																											
Rank (C)																											
TOTAL POINTS	1885															1840			1822.5			1822.5			1842.5		
TOTAL RANK	1															3			4			5			2		



**Consolidated Total Weighted Scores and Rank RFQu2023-11LC**

<b>DISCIPLINE - Structural Engineering</b>			
<b>Rank</b>		<b>Proposer Name</b>	<b>Total Weighted Score</b>
<b>1</b>	<b>Proposer #1</b>	Eastern Engineering Group	1985
<b>2</b>	<b>Proposer #2</b>	Alan Gerwig & Associates, Inc	1942.5
<b>3</b>	<b>Proposer #3</b>	Cape Design Engineering Co.	1940
<b>4</b>	<b>Proposer #4</b>	Lakdas Yohalem Engineering, Inc.	1862.5
<b>5</b>	<b>Proposer #5</b>	Master Consulting Engineers	1767.5
<b>6</b>	<b>Proposer #6</b>	WGI Inc.	1760
<b>7</b>	<b>Proposer #7</b>	TRC Worldwide Engineering	1657.5

Current number of Firms under this discipline: Two (2)



PROCUREMENT DEPARTMENT  
SCORE SHEET-Engineering Services-Continuing Contract


Request for Proposal RFQ# 2023-TL1C		PROPOSER #1	PROPOSER #2	PROPOSER #3	PROPOSER #4	PROPOSER #5	PROPOSER #6	PROPOSER #7	Weight	Total Weighted Score		Total Weighted Score		Total Weighted Score		Total Weighted Score		
		Miller Legg	Craven, Thompson & Associates, Inc.	Keith and Associates, Inc.	Eastern Engineering Group <i>RFQ# 2023-TL1C</i>	WGI Inc.	Alan Gerwig & Associates, Inc.	Engenuity Group, Inc.		Miller Legg	Craven, Thompson & Associates, Inc.	Keith and Associates, Inc.	Eastern Engineering Group	WGI Inc.	Alan Gerwig & Associates, Inc.	Engenuity Group, Inc.		
Section I	Scoring Criteria																	
	Firm Background and Experience																	
	Evaluator 1	3	3	3	0	3	4	3	35	105	105	105	0	105	105	105	0	105
	Evaluator 2	3	2	3	0	4	4	3	35	105	70	105	0	105	140	140	0	140
	Evaluator 3	3	2	3	0	4	4	4	35	105	70	105	0	105	140	140	0	140
Evaluator 4	5	5	4	0	4	5	4	35	175	175	140	0	175	175	140	0	175	
Evaluator 5	5	5	5	0	5	3.5	4	35	175	175	175	0	175	175	175	0	175	
	<b>Points Rank (A)</b>	20	19	19	0	19	21.5	18		200	665	665	0	665	752.5	665	0	752.5
	<b>Rank (A)</b>	2	3	3	0	3	1	6		2	3	3	0	3	1	3	0	1
Section II	Resumes of Key Personnel and Example Projects with Key Personnel																	
	Evaluator 1	3	3	2	0	3	4	3	50	150	150	100	0	150	150	200	0	150
	Evaluator 2	4	4	4	0	3	5	3	50	200	200	200	0	200	250	250	0	200
	Evaluator 3	3	3	4	0	3	4	4	50	150	150	200	0	150	200	200	0	200
	Evaluator 4	4	4	4	0	4	5	4	50	200	200	200	0	200	250	250	0	200
Evaluator 5	5	5	5	0	5	4	4	50	250	250	250	0	250	250	200	0	200	
	<b>Points Rank (B)</b>	19	19	19	0	19	22	18		850	850	850	0	850	1100	800	0	800
	<b>Rank (B)</b>	2	2	2	0	2	1	6		2	2	2	0	2	1	6	0	6
Section III	Additional Information																	
	Evaluator 1	2	3	2	0	2	3	4	15	30	45	30	0	30	45	30	0	60
	Evaluator 2	3	3	4	0	2	3	4	15	45	45	60	0	30	45	45	0	60
	Evaluator 3	3	3	4	0	3	3	3	15	45	45	60	0	45	45	45	0	60
	Evaluator 4	3	3	3	0	3	3	3	15	45	45	45	0	45	45	45	0	60
Evaluator 5	3.5	4.5	4.5	0	2	3	5	15	52.5	67.5	67.5	0	30	45	45	0	75	
	<b>Points Rank (C)</b>	14.5	16.5	17.5	0	12	15	20		217.5	247.5	262.5	0	180	225	300	0	300
	<b>Rank (C)</b>	5	3	2	0	6	4	1		3	3	2	0	6	4	1	0	1
Section IV	Interview																	
	Evaluator 1	4.5	4.5	5	0	0	5	4	20	90	90	100	0	0	100	80	0	80
	Evaluator 2	3.5	4	4.5	0	0	5	3	20	70	80	90	0	0	100	60	0	60
	Evaluator 3	4	4	5	0	0	5	4	20	80	80	100	0	0	100	80	0	80
	Evaluator 4	4.5	5	5	0	0	5	4	20	90	100	100	0	0	100	80	0	80
Evaluator 5	5	5	5	0	0	5	4	20	100	100	100	0	0	100	80	0	80	
	<b>Points Rank (D)</b>	20.5	23.5	24.5	0	0	25	19		410	450	480	0	0	500	360	0	360
	<b>Rank (D)</b>	4	3	2	0	0	1	5		4	3	2	0	0	1	5	0	5
<b>TOTAL POINTS</b>		227.5	217.5	238.5	0	179.5	257.5	210		227.5	217.5	238.5	0	179.5	257.5	210	0	210
<b>TOTAL RANK</b>		4	3	2	0	6	1	5		4	3	2	0	6	1	5	0	5

**Consolidated Total Weighted Scores and Rank RFQu2023-11LC**

<b>DISCIPLINE - Civil Engineering</b>		
<b>Rank</b>	<b>Proposer Name</b>	<b>Total Weighted Score</b>
<b>1</b>	Alan Gerwig & Associates, Inc.	2577.5
<b>2</b>	Keith and Associates, Inc.	2367.5
<b>3</b>	Craven, Thompson & Associates, Inc.	2312.5
<b>4</b>	Miller Legg	2277.5
<b>5</b>	Engenuity Group, Inc.	2210
<b>6</b>	WGI Inc.	1795
<b>7</b>	Eastern Engineering Group*	0

Current number of Firms under this discipline: Two (2)

\*Eastern Engineering Group withdrew from Civil Engineering consideration on 1.12.24 via email

 <b>PROCUREMENT DEPARTMENT</b> <b>SCORE SHEET - Engineering Services-Continuing Contract</b>										
Request for Proposal RF-Qu 2023-11LC										
Section	Scoring Criteria	PROPOSER #1	PROPOSER #2	PROPOSER #3	PROPOSER #4	Weight	Total Weighted Score	Total Weighted Score	Total Weighted Score	Total Weighted Score
		Tierra South Florida, Inc.	WGI Inc.	RADISE International	Universal Engineering Services		Tierra South Florida, Inc.	WGI Inc.	RADISE International	Universal Engineering Services
I	Firm Background and Experience									
	Evaluator 1	4	3	2	4	35	140	105	70	140
	Evaluator 2	5	3	4	3	35	175	105	140	105
	Evaluator 3	4	3	3	4	35	140	105	105	140
	Evaluator 4	4	4	4	5	35	140	140	140	175
	Evaluator 5	5	3.5	4.5	3.5	35	175	122.5	157.5	122.5
	<b>Points Rank (A)</b>	22	16.5	17.5	19.5		770	577.5	612.5	682.5
II	Resumes of Key Personnel and Example Projects with Key Personnel									
	Evaluator 1	1	4	3	2		1	4	3	2
	Evaluator 2	4	3	3	3	50	200	150	150	150
	Evaluator 3	5	3	4	3	50	250	150	200	150
	Evaluator 4	4	4	4	4	50	200	200	200	200
	Evaluator 5	4	4	4	4	50	200	200	200	200
	<b>Points Rank (B)</b>	22	19	20	18		1100	950	1000	900
III	Additional Information									
	Evaluator 1	1	3	2	4		1	3	2	4
	Evaluator 2	3	2	3	2	15	45	30	45	30
	Evaluator 3	4	2	4	2	15	60	30	60	30
	Evaluator 4	4	3	4	2	15	60	45	60	30
	Evaluator 5	3	3	3	4	15	45	45	45	60
	<b>Points Rank (C)</b>	19	11	19	11		285	165	285	165
	<b>TOTAL POINTS</b>	1	3	1	3	<b>TOTAL</b>	1	3	1	3
	<b>TOTAL RANK</b>	2155	1692.5	1897.5	1747.5		1	4	2	3

**Consolidated Total Weighted Scores and Rank RFQu2023-11LC**

**DISCIPLINE - Geotechnical Engineering**

<u>Rank</u>	<u>Proposer Name</u>	<u>Total Weighted Score</u>
1	Tierra South Florida, Inc.	2155
2	RADISE International	1897.5
3	Universal Engineering Services	1747.5
4	WGI Inc.	1692.5

Current number of Firms under this discipline: Two (2)

**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024  
**To:** Members of the District Board of Trustees  
**From:** Ava L. Parker, J.D., President  
**Subject:** Approve Contract with Trane U.S., Inc. Agreement Utilizing Omnia Partners Contract No. 3341 for HVAC Products, Installation, Labor Based Solutions and Related Products and Services in the Amount of \$392,814 through Project Completion Staff Contacts: Ms. Joan Rumsey, Assistant Director of Facilities and Ms. Jennifer Alvarez, Procurement Director

**Summary:**

**Background/Pertinent Facts:** The college is seeking District Board of Trustees (Board) approval for a contract with Trane US, Inc. valued at \$392,814 under the Omnia Contract No. 3341. This contract pertains to HVAC Products, Installation, Labor-Based Solutions, and Related Products and Services.

This request is for the following projects:

Lake Worth FN110 AHU Replacement	\$140,832
Palm Beach Gardens AA Underground CHW Piping	\$216,272
<b>Subtotal</b>	<b>\$357,104</b>
Owner's Contingency 10%	\$35,710
<b>Total</b>	<b>\$392,814</b>

Trane US, Inc. holds an existing five-year agreement with Omnia Partners for HVAC Products, Installation, Labor-Based Solutions, and Related Products and Services. This agreement is effective from September 1, 2022, to August 31, 2027, with the option to renew for an additional five-year period, extending the potential duration of the contract to ten years.

The utilization of this contract aligns with the guidelines set forth in 6A-14.0734(2)(c) of the Florida Administrative Code, which permits purchases at established unit or contract prices through competitive solicitations by government units or buying cooperatives.

**Financial Impact:** The financial impact of the contract amounts to \$392,814, which will

be funded by State Fiscal Recovery (SFRF) funds.

**Strategic Goal(s) Addressed:** CULTURE: We will create a learning environment committed to the success of every student and employee.

**Duration of Contract:** The contract will remain effective until August 31, 2027, with the possibility of renewal for an additional five-year period.

**RECOMMEND:** Approval

**Attachments:**

COI\_Trane (exp 4-17-24)\_4-17-23

3341\_Trane\_HVAC\_EXS\_2022\_09\_02

3341\_TRANE\_MAD\_HVAC\_2022\_09\_01\_

PROP\_Trane(LW Campus FN102 Air Handler Replacement Omnia)

PROP\_Trane(Equipment - FN-110)\_2024-01-22

PROP\_Trane(PBG AA102 Building Chilled Water Piping Replacement Omnia)

Piggyback Agreement\_Trane

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

## MASTER CONTRACTOR/SERVICES AGREEMENT

**THIS AGREEMENT** is made by and between the District Board of Trustees of Palm Beach State College (hereinafter referred to as “College”), and Trane Commercial Systems, a global Corporation, (hereinafter referred to as “Contractor”), authorized to do business in Florida, whose address is 6965 Vista Parkway Unit#11, this 5<sup>th</sup> day of February, 2024.

**WHEREAS**, the College desires to purchase HVAC Products, Installation, Labor Based Solutions and Related Product and Services; and

**WHEREAS**, the College desires to procure these services from Contractor, utilizing existing contract prices provided to Omnia, pursuant to its solicitation by Racine County RC2022-1001 Contract #3341, for HVAC Products, Installation, Labor Based Solutions and Related Product and Services; and

**WHEREAS**, in accordance with solicitation number RC2022-1001 Contract #3341, Omnia, entered into a 5 year agreement with Contractor for services effective September 1, 2022 through August 31, 2027, with the option to renew for an additional 5 years; and

**WHEREAS**, the College desires to purchase services from Contractor on the same terms, conditions, and pricing provided under solicitation number RC2022-1001 Contract #3341, subject to the terms and conditions of this Agreement, the College’s Purchasing policies, and Florida law; and

**WHEREAS**, the Contractor agrees to extend the terms, conditions, and pricing of solicitation number RC2022-1001 Contract #3341 to the College, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 The above recitals are true and correct and are incorporated herein by reference.

2 The Contractor shall provide to the College HVAC Products, Installation, Labor Based Solutions and Related Product and Services for the College, in accordance with and pursuant to the same terms, conditions, and pricing of solicitation number RC2022-1001 Contract #3341 procured by Omnia.

3 This Agreement shall terminate on August 31, 2027, unless Contract #3341 is renewed by Omnia, in which case the College will have sole discretion to renew the Agreement.



4 The College, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The College shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The College shall be the sole judge of “reasonable costs.”

5 The Contractor shall indemnify and hold harmless the College and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney’s fees and costs of defense, which the College or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the College, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the College or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

6 Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

7 This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

**8 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE’S OFFICE OF THE GENERAL COUNSEL AT 561-868-3139, DENISG@PALMBEACHSTATE.EDU, 4200 S. CONGRESS AVENUE, MS # 21, LAKE WORTH, FLORIDA 33461.**

- a. Contractor shall comply with public records laws, specifically to:
  - i. Keep and maintain public records required by the College to perform the service.
  - ii. Upon request from the College’s custodian of public records, provide the College with a copy of the requested records or allow the records to be

- inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the College.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of the Contractor or keep and maintain public records required by the College to perform the service. If the Contractor transfers all public records to the College upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.
  - v. If the Contractor does not comply with this section, the College shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9 The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

10 The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and Conditions of Omnia solicitation number RC2022-1001 Contract #3341.
- c. Contractor's response to solicitation number RC2022-1001 Contract #3341 and any subsequent information submitted by Contractor during the evaluation and negotiation process.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the College and the Contractor executed this Agreement as of the day and year first above written.

PALM BEACH STATE COLLEGE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRANE COMMERCIAL SYSTEMS

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Palm Beach State College  
District Board of Trustees  
Agenda Transmittal Sheet**

**Date:** February 27, 2024

**To:** Members of the District Board of Trustees

**From:** Ava L. Parker, J.D., President

**Subject:** Approval, subject to approval by General Counsel, to contract with Sharp Electronic Solutions for Managed Print Services in the estimated annual amount of \$310,721 for a five-year term with one option to renew for an additional five years; and authorize the President to execute the contract documents

**Presenters:** Dr. Russell Kaufman, Chief Information Officer, Ms. Jennifer Alvarez, Procurement Director

**Background/Pertinent Facts:** The College's current fleet of copiers and printers, serviced under a contract with TGI Office Automation, LLC, is in significant need of replacement due to aging. Recognizing this, the District Board of Trustees approved a one-year extension of the TGI contract in June 2023 to allow time for the development of a long-term solution.

Fleet Status:

- A considerable portion of the fleet is outdated, with 35% being at least 10 years old and 92% at least 5 years old.
- Nearly the entire fleet is fully depreciated, with only 6 copiers not fully depreciated.
- The College has 56 different models of copiers within its 192-unit fleet, leading to over 1,400 service requests over the past two years, indicating a high maintenance demand.

Procurement for New Managed Print Services:

- In September 2023, the College sought proposals from eight vendors under the State of Florida contract for Managed Print Services, including major providers like Canon, Konica Minolta, Lexmark, Hewlett Packard, Ricoh, Sharp Electronic Solutions, Toshiba, and Xerox.
- Five proposals were received and evaluated by a committee including key IT and technology infrastructure directors, focusing on comprehensive ('All In') per copy pricing that covers leasing, service, labor, and parts (including toner).

Conclusion and Recommendation:

After a thorough evaluation process, it is recommended to contract with Sharp Electronics Corporation for the provision of Managed Print Services for the College's district-wide copier and printer equipment. This recommendation is based on the proposal's alignment with the College's needs, including favorable pricing and the comprehensive nature of the services offered.

This recommendation aims to modernize the College's print services infrastructure, enhance operational efficiency, and reduce the maintenance complexities associated with the current aging fleet.

**Financial Impact:** An estimated annual expense of \$310,720.80.

**Strategic Goal(s) Addressed:** Completion, Collaboration, Culture.

**Duration of Contract:** A five-year term with an option for one five-year renewal.

**RECOMMEND:** Approval

**Attachments:** Sharp Master Contractor/Services Agreement

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**Approval:** Ava L. Parker, J.D., President

*This item has been approved electronically by the appropriate executive and/or supervisor.*

## MASTER CONTRACTOR/SERVICES AGREEMENT

**THIS AGREEMENT** is made by and between the District Board of Trustees of Palm Beach State College (hereinafter referred to as "College"), and Sharp Electronics Corporation, a New Jersey Corporation, (hereinafter referred to as "Contractor"), authorized to do business in Florida, whose address is 100 Paragon Dr., Montvale, NJ 07645, this 1<sup>st</sup> day of February, 2024.

**WHEREAS**, the College desires to purchase Managed Print Services; and

**WHEREAS**, the College desires to procure these services from Contractor, utilizing existing contract prices provided to the State of Florida, pursuant to its solicitation number 44000000-NASPO-19-ACS, for Copiers and Managed Print Services; and

**WHEREAS**, in accordance with solicitation number 44000000-NASPO-19-ACS, State of Florida, entered into an agreement with Contractor for services effective March 9, 2020 through December 31, 2021, with the option to renew for an additional 1 year; and

**WHEREAS**, in accordance with solicitation number 44000000-NASPO-19-ACS, State of Florida, entered into an amendment to the agreement with Contractor for services effective January 1, 2022 through December 31, 2022, with the option to renew for an additional 1 year; and

**WHEREAS**, in accordance with solicitation number 44000000-NASPO-19-ACS, State of Florida, entered into an amendment to the agreement with Contractor for services effective January 1, 2023 through July 31, 2024; and

**WHEREAS**, the College desires to purchase services from Contractor on the same terms, conditions, and pricing provided under solicitation number 44000000-NASPO-19-ACS, subject to the terms and conditions of this Agreement, the College's Purchasing policies, and Florida law; and

**WHEREAS**, the Contractor agrees to extend the terms, conditions, and pricing of solicitation number 44000000-NASPO-19-ACS to the College, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 The above recitals are true and correct and are incorporated herein by reference.

2 The Contractor shall provide to the College Managed Print Services for the College, in accordance with and pursuant to the same terms, conditions, and pricing of solicitation number 44000000-NASPO-19-ACS procured by the State of Florida.

3 This Agreement shall terminate on January 31, 2029, in which case the College will have sole discretion to renew the Agreement for one additional 5 year term.

4 The College, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The College shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The College shall be the sole judge of "reasonable costs."

5 The Contractor shall indemnify and hold harmless the College and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the College or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the College, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the College or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

6 Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

7 This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

**8 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE'S OFFICE OF THE GENERAL COUNSEL AT 561-868-3139, FERNANDK@PALMBEACHSTATE.EDU, 4200 S. CONGRESS AVENUE, MS # 21, LAKE WORTH, FLORIDA 33461.**

- a. Contractor shall comply with public records laws, specifically to:
  - i. Keep and maintain public records required by the College to perform the service.

**Commented [KF1]:** Duty to consult  
Level or quality of representation  
Cannot admit liab for or speak on behalf of college

- ii. Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the College.
- iv. Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of the Contractor or keep and maintain public records required by the College to perform the service. If the Contractor transfers all public records to the College upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.
- v. If the Contractor does not comply with this section, the College shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9 The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

10 The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and Conditions of NASPO ValuePoint Master Agreement Number 140603.
- c. NASPO ValuePoint, State of Florida Participating Addendum.
- d. State of Florida, Department of Management Services, Amendment #1 – Renewal
- e. State of Florida, Department of Management Services, Amendment #2 – Renewal
- f. NASPO ValuePoint Request for Proposal



- g. Sharp Electronics Corporation's Response to NASPO ValuePoint Request for Proposal
- h. Award Letter

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the College and the Contractor executed this Agreement as of the day and year first above written.

PALM BEACH STATE COLLEGE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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