



PALM BEACH STATE COLLEGE

DISTRICT BOARD OF TRUSTEES
AGENDA • 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.

I. MEETING CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. COMMENTS AND RECOGNITIONS

Student Comment:

Daniela Perez, Vice President, SGA Loxahatchee Groves Campus

Ryan Steeghs, Vice President, SGA Boca Campus

Ariel Reda, Advisor, SGA Lake Worth Campus

III. AGENDA ADDITIONS/DELETIONS

IV. APPROVAL OF BOARD MINUTES

Approve the November 21, 2023 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

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

VII. APPROVAL ITEMS REMOVED FROM CONSENT AGENDA

VIII. TRUSTEES' COMMITTEE REPORTS

IX. PRESIDENT'S REPORT

A. Fall 2023 Enrollment Update

Presenter: Dr. Peter Barbatis, Vice President, Student Services and Enrollment Management

B. Partnership with Related Together

Presenter: Dr. Karline Prophete, Interim Dean, Student Development and Success

C. Communications and Public Affairs Update

Presenter: Ms. Angela Harrington, Communications and Public Affairs Chief

D. Polo Engagement for 2024

Presenter: Mr. David Rutherford, Vice President, Institutional Advancement and CEO, The Foundation for Palm Beach State College

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

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

C. Information Services**1. IT Project Contracts**

Presenter: Mr. Ken Libutti, Chief Information Officer

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**

Presenters: Dr. Delsa R. Bush, Director, Campus Safety and Risk Management and Ms. Jennifer Alvarez, Director, Procurement

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 and co-author of "When the Cheering Stops."

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.

D. STEAM Event

The Yvonne S. Boyce STEAM luncheon will be held on Tuesday, April 16th at the Kravis Center from 11:30-1:30. Our featured Guest Speaker will be Gary Vaynerchuk.

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
Agenda Transmittal Sheet**

Date: January 16, 2024
To: Members of the District Board of Trustees
From: Ava L. Parker, J.D., President
Subject: Revision to the Appendix A of the Collective Bargaining Agreement
Mr. Michael Pustizzi, Chief Human Resources Officer

Summary:

Background/Pertinent Facts: The District Board of Trustees ratified the collective bargaining agreement dated July 1, 2023, through June 30, 2026. The agreement specified that Appendix A would be discussed for clarification during the contract period. Appendix A outlines the Academic Rank.

On December 7, 2023, the United Faculty of Palm Beach State College agreed to the following modifications:

- A. Remove "Counselors" requirements as the college does not have this classification.
- B. Instructional Faculty and Librarian requirements are defined in one category. For clarity, they have been placed into separate categories labeled "Academic Rank for Instructional Faculty" and "Academic Rank for Librarians."
- C. Changes have been made to simplify unclear language in the Instructional Faculty and Librarian categories

Financial Impact: N/A

Strategic Goal(s) Addressed: Collaboration

Duration of Contract: July 1, 2023, through June 30, 2026

RECOMMEND: Approval

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

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

Appendix A

The College and the Union have agreed to the titles of full-time instructional faculty, ~~counselors,~~ librarians, and CCP Instructors as follows:

Academic Rank for Instructional Faculty, ~~Counselors, and Librarians~~

A. Assistant Professor

1. Bachelor's degree in field of specialization; or
2. ~~Appropriate training or licensure and a minimum of two years of successful experience in the field of specialization for instructional faculty in the creative or applied arts, and in the specialized, professional, technical, or vocational fields; or , present evidence of professional competency or license. This competence is based upon appropriate training and at least two years of successful experience as a practitioner in the occupational field.~~
3. Master's degree with a major in a field other than the assigned teaching field.

B. Associate Professor

1. Master's degree with eighteen (18) graduate semester hours in the assigned field of specialization; or its equivalent in the event the individual is pursuing a planned doctoral program in which the master's degree is not to be awarded.
2. ~~In the creative or applied arts and in specialized, professional, technical or vocational fields, hold a Rank II vocational certificate, or have completed the necessary prerequisites which would qualify one for a Rank II vocational certificate if it continued to be issued after June 30, 1979 and present evidence of having completed at least two years validated work experience in the field assigned or have six semester hours of vocational technical courses and ten (10) Continuing Education Units (CEU's) approved by the department/division chairperson and the Vice President of Academic Affairs and have at least three years of full time teaching experience in one's field at Palm Beach State College and be recommended for continuing contract.~~
3. ~~Librarians must have a Master's Degree in Library Science.~~
4. ~~Counselors must have a Master's degree with a graduate major in guidance and counseling.~~

C. Professor I

1. Instructional faculty must meet at least one of these educational requirements:

- (a) Master's degree with a minimum of eighteen (18) graduate semester hours in the assigned teaching field of specialization, and an additional eighteen (18) graduate semester hours earned after degree conferral. ~~preferably in the assigned area of specialization (Coursework outside the teaching field of specialization may be accepted with prior approval by the Academic Dean's Council. for all courses outside area of specialization).~~
- (b) Doctorate degree, or equivalent terminal degree such as M.F.A., in the assigned teaching field of specialization. Doctorate degree outside the field of specialization may be accepted with prior approval by the Academic Dean's Council. ~~Minimum of three (3) years of successful full-time teaching experience at an accredited secondary school or college is required; or in some field of specification required by Palm Beach State College, except that there will be no teaching experience required for instructional faculty, counselors or librarians with a Doctorate degree who meet the qualifications specified in C-1 of Professor I.~~ **This sentence was revised to be more concise, and the experience portions moved below.**

2. Instructional faculty must meet at least one of these experience requirements:

- (a) Minimum of three (3) years of successful full-time teaching experience at an accredited secondary school or college. ~~and appropriate terminal degree in field of specialization such as M.F.A. or other terminal degree not defined under Professor III.~~

- (b) There will be no teaching experience required for instructional faculty with an earned doctorate degree.

3. Administration can deny academic rank to any individual based upon appropriate cause.

D. Professor II

1. Instructional faculty, ~~counselors or librarians~~ must meet at least one of these educational requirements:

- (a) Acceptance for candidacy for a ~~Doctor's~~ doctorate degree in the assigned teaching field of specialization. Doctoral candidacy must be as-verified by a the regionally accredited degree-granting institution.

- ~~(b) Master's degree with at least eighteen (18) semester hours in the field of specialization as assigned plus an additional forty eight (48) semester hours in a program leading to a Doctorate degree in field other than one's specialization and accepted for candidacy for the Doctorate degree. At least twenty four (24) of the forty eight (48) semester hours must be in the instructional faculty, counselor or librarian's field of specialization or approved related areas. A minimum of twelve (12) of the twenty four (24) semester hours must be in the area of specialization.~~

- (c) Persons accepted into a doctorate program who do not receive a master's degree are required to have at least forty-two (42) semester hours in their field of specialization or approved related areas. At least thirty (30) of these forty-two (42) hours must be in the assigned teaching field of specialization; or
 - (d) Doctorate in the assigned teaching field of specialization ~~as assigned~~ which may include PhD, EdD, MD, DVM, DO, DDS, JD, or equivalent; ~~or terminal degree in field of specialization.~~
 - (e) Doctorate with a major other than the assigned teaching field of specialization ~~to which assigned~~. In addition, the ~~instructional faculty, counselor, or librarian's~~ master's degree must include at least eighteen (18) graduate semester hours in the assigned teaching field of specialization and the doctorate must include at least twenty-four (24) semester hours in assigned teaching field of specialization or approved related areas. ~~At least twelve (12) of these twenty-four (24) semester hours must be in field of specialization.~~
2. Instructional faculty must meet at least one of the following experience requirements:
- (a) A minimum of seven (7) years of successful full-time teaching experience at an accredited secondary school or college with three (3) of the seven (7) years at Palm Beach State College; or
 - (b) A minimum of ten years full-time teaching experience at an accredited secondary school or college; ~~or is required.~~
 - (c) A minimum of five (5) years of successful full-time teaching experience at an accredited secondary school or college ~~is required~~ for instructional faculty, ~~counselors or librarians~~ with an earned doctorate who meet the qualifications in D1(a), D1(b) or D1(c) above.
3. Administration can deny academic rank to any individual based upon appropriate cause.

E. Professor III

- 1. Instructional faculty, ~~counselor or librarians~~ must meet at least one of these educational requirements:
 - (a) Doctorate in the assigned teaching field of specialization ~~as assigned~~ which may include PhD, EdD, MD, DVM, DO, DDS, JD, or equivalent; ~~or terminal degree in field of specialization.~~
 - (b) Doctorate with a major other than the assigned teaching field of specialization ~~to which assigned~~. In addition, the ~~instructional faculty, counselor, or librarian's~~ master's degree must include at least eighteen (18) graduate semester hours in

the assigned teaching field of specialization and the doctorate must include at least twenty-four (24) semester hours in assigned teaching field of specialization; or ~~or approved related areas. At least twelve (12) of these twenty-four (24) semester hours must be in field of specialization.~~

(c) Persons with a doctorate degree who did not receive a master's degree are required to have at least forty-two (42) semester hours in their assigned teaching field of specialization or in approved related areas. At least thirty (30) of these forty-two (42) semester hours must be in the field of specialization.

2. Instructional faculty must meet at least one of the following experience requirements:

(a) A minimum of ten (10) years of successful full-time teaching experience ~~is required~~ at an accredited secondary school or college. Five (5) of the ten (10) years must be at Palm Beach State College; or

(b) A minimum of fifteen (15) years of successful full-time teaching experience at ~~other~~ an accredited secondary schools or colleges.

3. Administration can deny academic rank to any individual based upon appropriate cause.

Academic Rank for Librarians

A. Associate Professor

1. Librarians must have a master's degree in library science.

B. Professor I

1. A master's degree in library science and a minimum of three (3) years of full-time librarian/professor I or teaching experience at an accredited secondary school or college.

2. Administration can deny academic rank to any individual based upon appropriate cause.

C. Professor II

1. Librarian/Professor II must meet at least one of these educational requirements:

(a) Doctorate in the assigned teaching field of specialization; or

(b) Acceptance for candidacy for a doctorate degree in the assigned teaching field of specialization. Doctoral candidacy must be verified by the regionally accredited degree-granting institution; or

(c) Acceptance for candidacy for a doctorate, or an earned doctorate, outside the assigned teaching field of specialization. Must have a master's degree in library

science and an additional twenty-four (24) graduate semester hours at a doctorate level in the assigned teaching field of specialization. Doctoral candidacy must be verified by the regionally accredited degree-granting institution.

2. Librarian/Professor II must meet at least one of these experience requirements:
 - (a) A minimum of five (5) years of full-time experience for librarians with an earned doctorate degree; or
 - (b) A minimum of seven (7) years of successful full-time librarian or teaching experience at an accredited secondary school or college with three (3) of the seven (7) years at Palm Beach State College; or
 - (c) A minimum of ten years of full-time librarian or teaching experience at other accredited secondary schools or colleges.
3. Administration can deny academic rank to any individual based upon appropriate cause.

D. Professor III

1. Librarian/Professor III must meet at least one of these educational requirements:
 - (a) Doctorate in the assigned teaching field of specialization; or
 - (b) Doctorate with a major other than the assigned teaching field of specialization. In addition, the librarian's master's degree must include at least eighteen (18) graduate semester hours in the assigned teaching field of specialization and the doctorate must include at least twenty-four (24) semester hours in the assigned teaching field of specialization.
2. Librarian/Professor III must meet at least one of the following experience requirements:
 - (a) A minimum of ten (10) years of successful full-time teaching experience at an accredited secondary school or college. Five (5) of the ten (10) years must be at Palm Beach State College; or
 - (b) A minimum of fifteen (15) years of successful full-time teaching experience at an accredited secondary school or college.
3. Administration can deny academic rank to any individual based upon appropriate cause.

Academic Rank for CCP Instructors

A. CCP instructor I

1. Standard requirements commensurate with the respective accrediting body and requirements identified by the College's Academic Management Manual.

B. CCP Instructor II

1. CCP Instructor II must meet at least one of these educational requirements:
 - (a) Associate's degree ~~within~~ in the assigned teaching field of specialization. ~~or Coursework outside the field of teaching specialization may be accepted with~~ prior approval of degree and coursework by the Academic Dean's Council; ~~or for all courses outside of area of specialization; and/or~~
 - (b) Relevant certification or licensure beyond the standard credentialing for the position.
2. A minimum of three (3) years of successful full-time teaching experience at an accredited secondary school or college is required.
3. Administration can deny academic rank to any individual based upon appropriate cause.

C. CCP Instructor III

1. ~~PSAV~~ CCP Instructor III must meet at least one of these educational requirements:
 - (a) Bachelor's degree ~~within~~ in the assigned teaching field ~~area~~ of specialization. ~~or Coursework outside the field of teaching specialization may be accepted with~~ prior approval of degree and coursework by the Academic Dean's Council; ~~or for all courses outside of area of specialization; and/or~~
 - (b) Terminal level certification or licensure in the assigned teaching field of specialization, such as Educator, ~~or~~ Inspector, ~~or equivalent~~ level certifications or licensure, ~~or equivalent certification or licensure.~~ may be accepted with prior approval ~~of certification or licensure~~ by the Academic Dean's Council.
2. CCP Instructor III must meet at least one of these experience requirements:
 - (a) A minimum of six (6) years of successful full-time teaching experience ~~is required~~ at an accredited secondary school or college with two (2) of the six (6) years at Palm Beach State College; ~~or~~
 - (b) ~~or a~~ A minimum of eight (8) years of full-time teaching experience at an ~~other~~ accredited schools ~~s~~ or colleges ~~s~~.
3. Administration can deny academic rank to any individual based upon appropriate cause.

D. CCP Instructor IV

1. CCP Instructor IV must meet at least one of these educational requirements:
 - (a) Master's degree ~~within area~~ in the assigned teaching field of specialization. Master's degree outside the field of teaching specialization may be accepted with prior approval ~~of degree and coursework~~ by the Academic Dean's Council; or
 - (b) ~~or a~~ A minimum of eighteen (18) graduate semester hours ~~within area in the assigned teaching field~~ of specialization. ~~or prior approval of degree and Coursework outside the field of teaching specialization~~ may be accepted with prior approval by the Academic Dean's Council ~~for all courses outside of area of specialization~~.
2. CCP Instructor IV must meet at least one of these experience requirements:
 - (a) A minimum of eight (8) years of successful full-time teaching experience ~~is required~~ at an accredited secondary school or college with four (4) of the eight (8) years at Palm Beach State College; or
 - (b) A minimum of ten years of full-time teaching experience at ~~other~~ an accredited schools or colleges.
3. Administration can deny academic rank to any individual based upon appropriate cause.

Palm Beach State College District Board of Trustees Meeting



Fall 2023 Enrollment Update Fall Commencement

Dr. Peter Barbatis

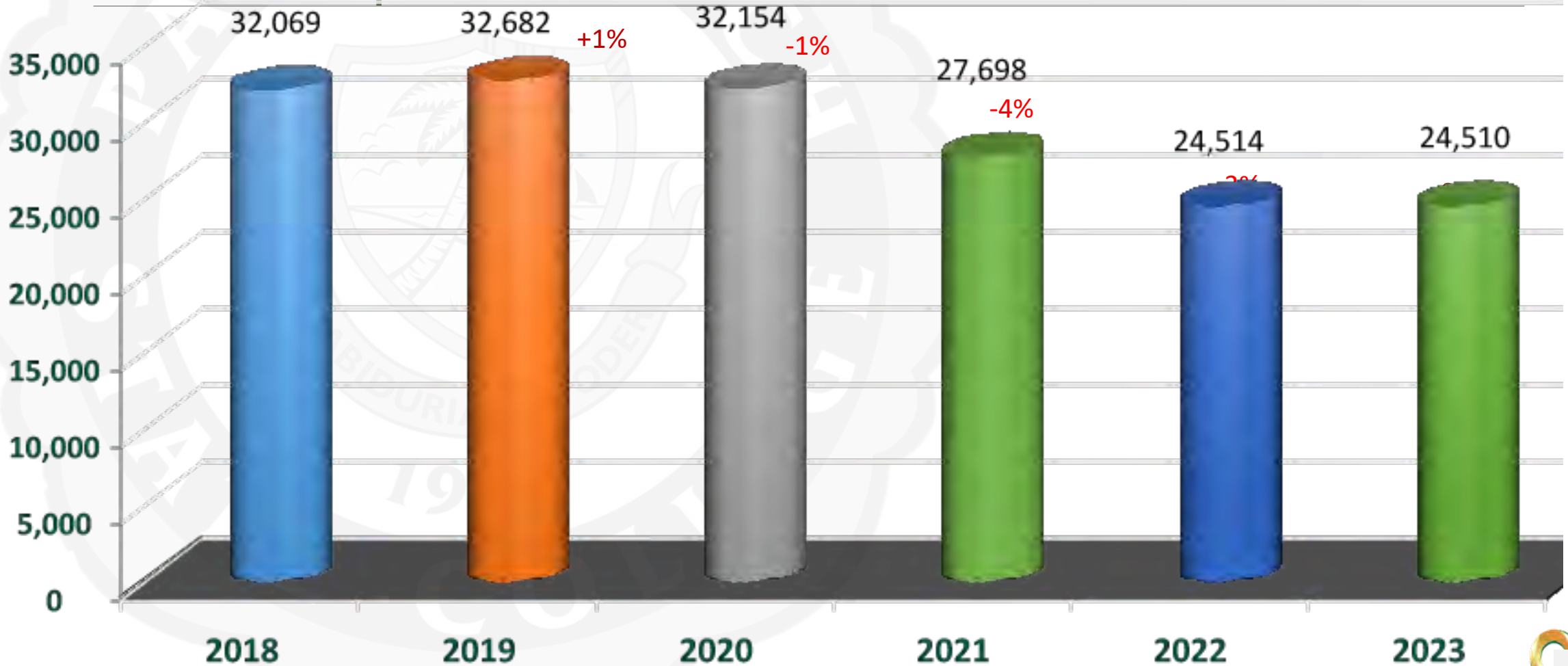
VP, Student
Services/Enrollment
Management

January, 16, 2024



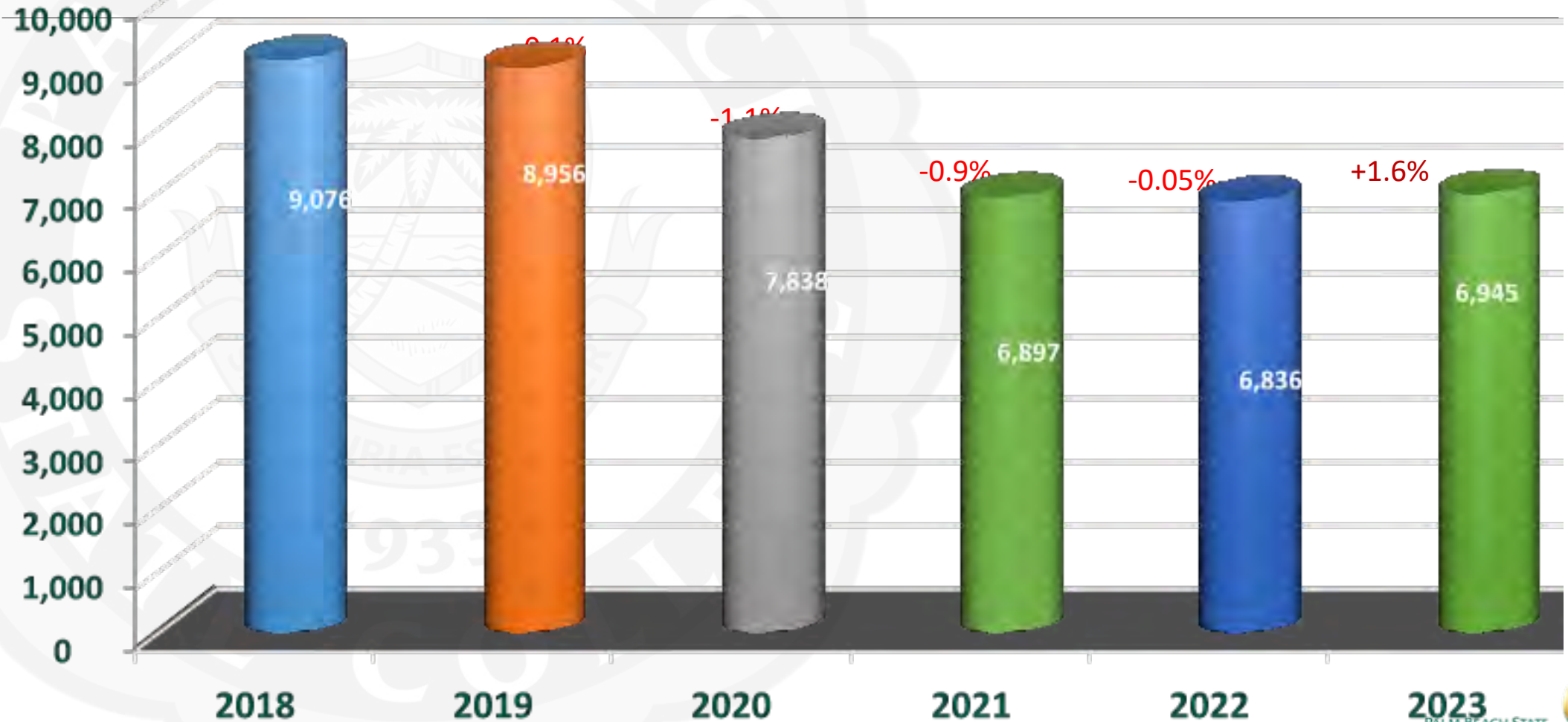


Unduplicated Fall 2023 Headcount



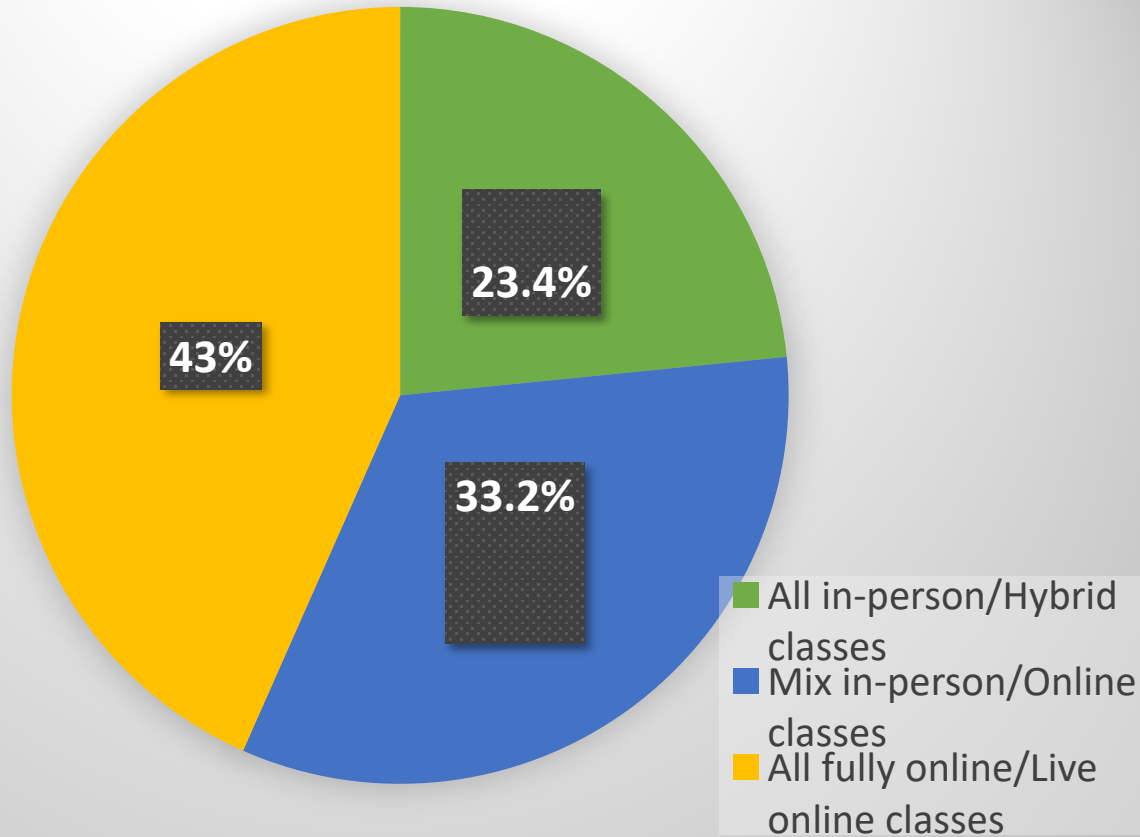


Fall 2023 FTE





Learning Modality

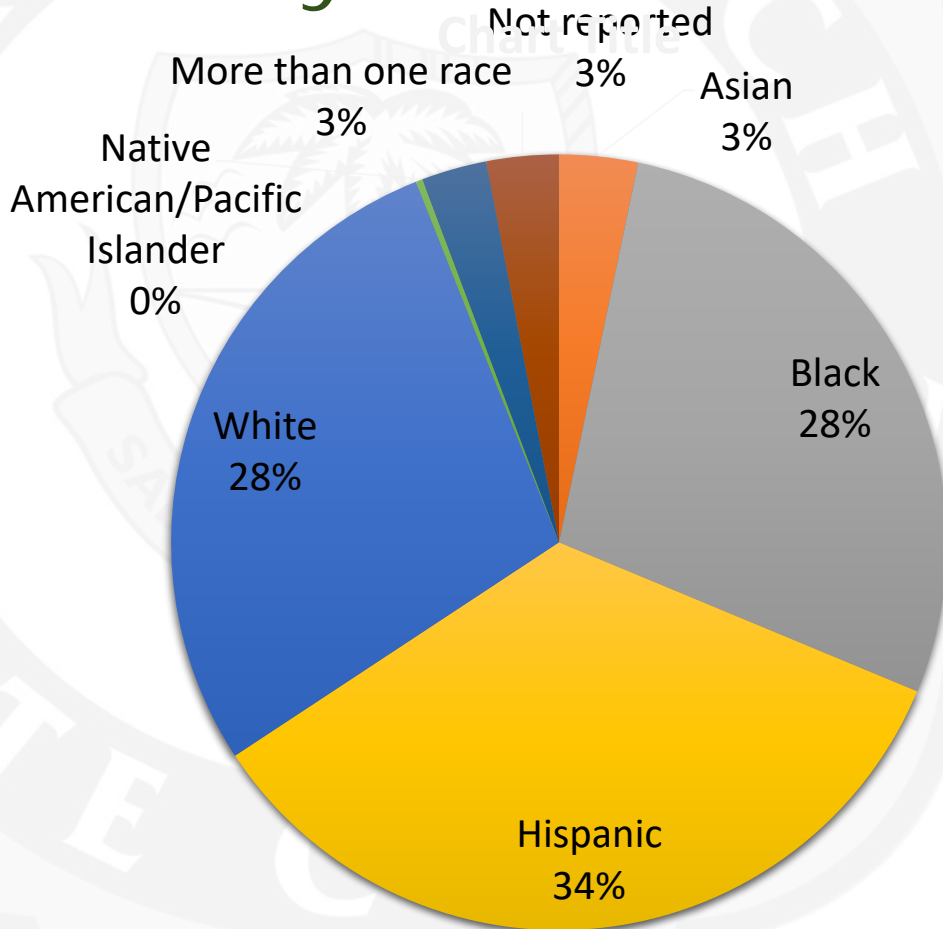


Fall 2022

- In-person: 23.8%
- Mix in-person/Online: 33.4%
- Fully Online/Live Online: 42.8%



Ethnicity



Fall 2022

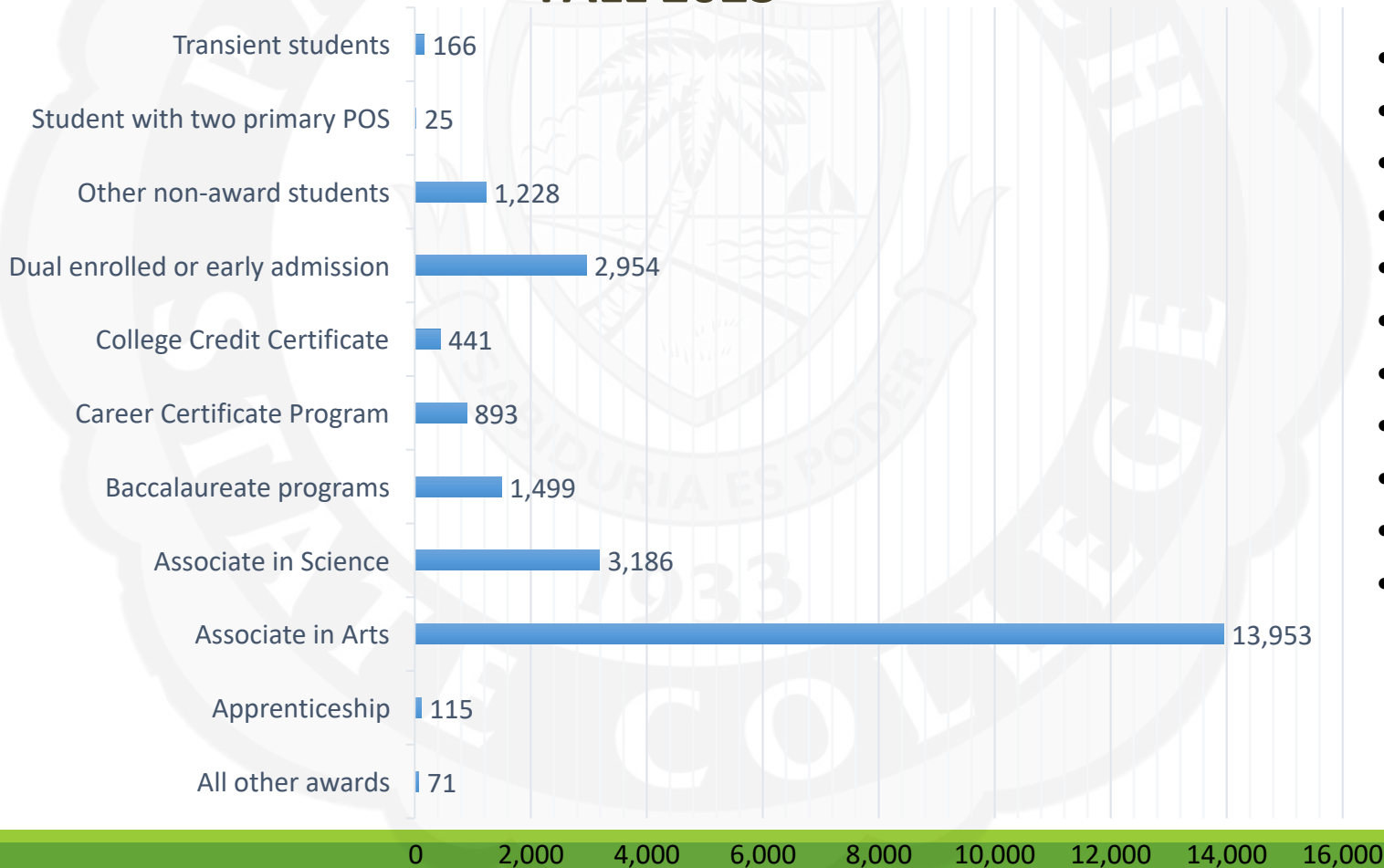
Asian:	3.3%
Black:	28%
Hispanic:	34.5%
White:	28.3%
Native American:	.03%
More than one:	2.7%
Not Report:	3%

- Race and ethnicity
- Asian
- Black
- Hispanic
- White
- Other races
- More than one race
- Not reported



Primary Program of Study Distribution

FALL 2023



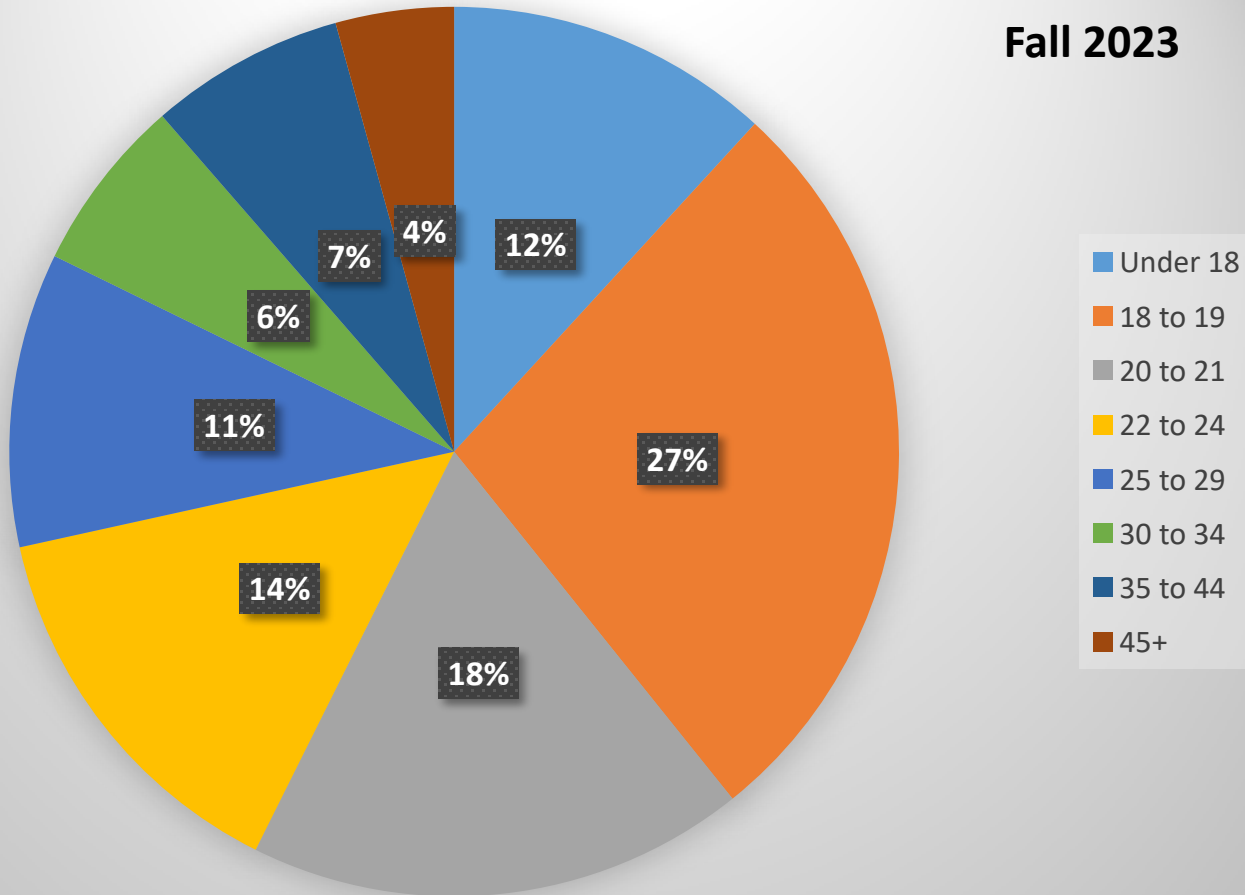
Fall 2022

- Transient Students: 182
- Students with two primary POS: 38
- Other non-award students: 1,229
- Dual enrolled or early admission: 2,759
- College Credit Certificate: 466
- Career Certificate Program: 811
- Baccalaureate programs: 1,688
- Associate in Science: 3,238
- Associate in Arts: 13,779
- Apprenticeship: 170
- All other awards: 84



Age Distribution

Fall 2023



Fall 2022

- Under 18: 10.9%
- 18 to 19: 27.2%
- 20 to 21: 18.7%
- 22 to 24: 13.8%
- 25 to 29: 11.2%
- 30 to 34: 6.9%
- 35 to 44: 7%
- 45+: 4.3%

	Fall 2022	Fall 2023
Average age	23.9	23.9
Median age	21	20

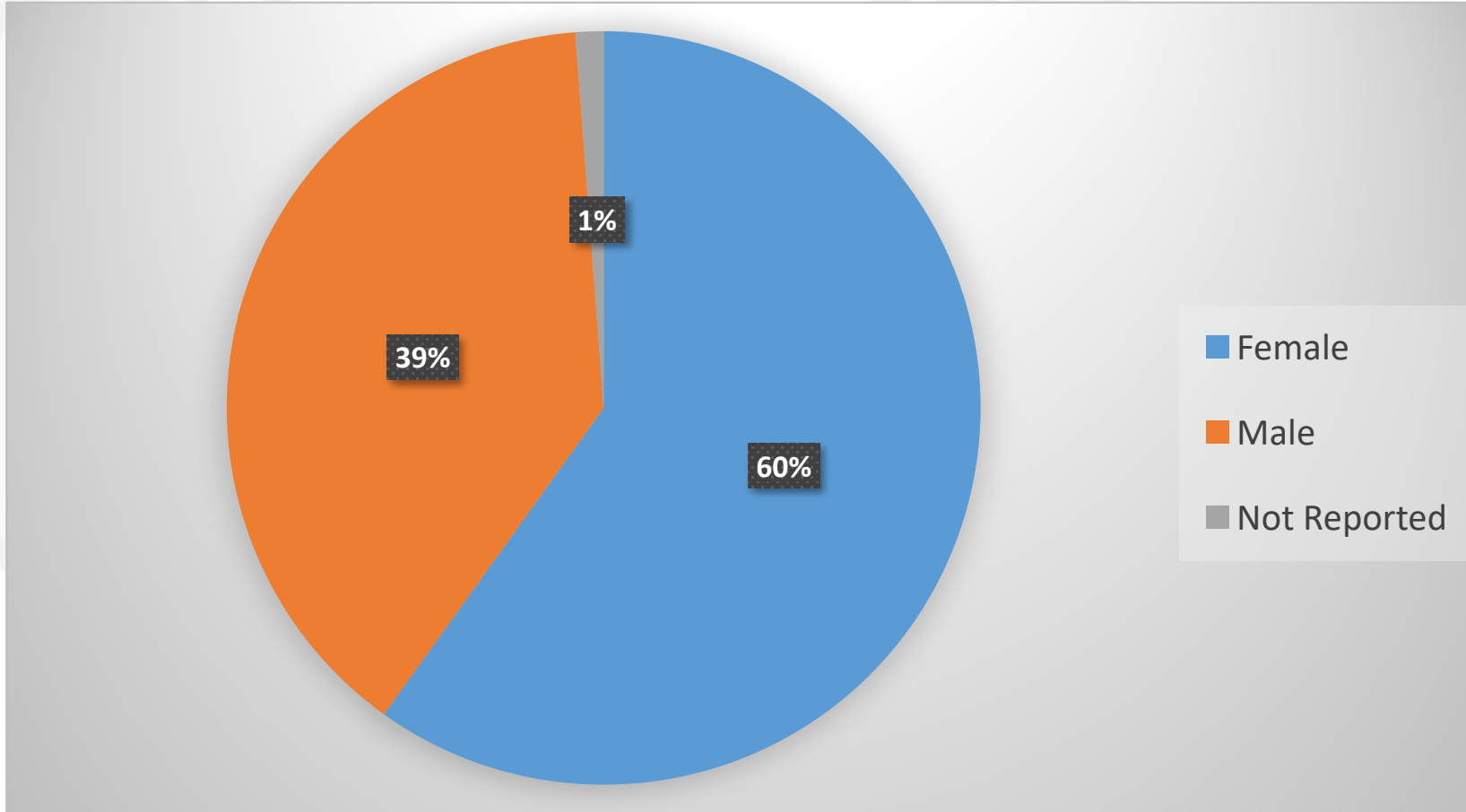


Full Time/Part Time

Fall 2022		Fall 2023	
FT	29.3%	FT	30.5%
PT	70.7%	PT	69.5%



Gender



Fall 2022

Female	59.1%
Male	39.4%
NR	1.5%



Enrollment Campaigns

- Communication/Concierge Campaign
- Weekly Register and Win Early Raffles
- Saturday Orientations
- Open House, August 10th, 2023
- Continued Registration Nudges



Preliminary Spring 2024 Enrollment

Total headcount	+39	+0.2%
Credit students	+27	+0.1%
Students taking ONLY developmental ed courses	+30	+16.3%
<hr/>		
<i>Total Credit/Dev Ed headcount</i>	<i>+57</i>	<i>+0.3%</i>
* Students taking ONLY non-credit courses	-18	-2.2%
<hr/>		
<u>Headcount by funding category</u>		
A&P Associate (lower div.)	+202	+1.1%
A&P Bachelor (upper div.)	-109	-7.4%
Postsecondary Vocational	+124	+4.6%
Developmental Education	+87	+12.0%
Educator Prep (EPI)	-14	-45.2%
Career Certificate (CCP)	+97	+13.1%
Apprenticeship	-125	-98.4%
<hr/>		
Total FTE	+139.8	+2.3%



Fall 2023 Commencement

Keynote Speaker: Kenneth A. Himmel, President/CEO of Related Urban

Honorary BAS Degree: George T. Elmore, President of Hardrives, Inc.

804 graduates walked; 4200+ guests

37 veterans

Youngest – Age 16
Early Admission

Most Senior – Age 72
Associate in Arts

Degrees	Total Grads
Associate in Arts	1048
Career Certificate Program	243
College Credit Certificates	242
Associate in Science	229
Bachelor of Applied Science	120
Bachelor of Science	61
Advanced Technical Certificates	2



Palm Beach State College District Board of Trustees Meeting



Office of
Communications and
Public Affairs

Angela Harrington
Chief Communications
and Public Affairs
Officer

January, 16, 2024





Expanding Brand Awareness in Diverse Markets

Male and Hispanic Markets

ESPN Digital
29.9 million viewers nationwide

Deportes Radio – Spanish
50,000 listeners

Haitian Community

RHAI 980 AM and 103.9 FM, Haitian Creole Radio
3,000 listeners





ESPN Digital Activation

- Palm Beach State College commercials served both on ESPN.com and when fans are streaming live ESPN games or programming.
- All ads are served to the Palm Beach County area. When fans are browsing ESPN via their desktop or smart phone reading articles, checking score updates, or watching highlight videos in Palm Beach County they can see PBSC ads.
- Video ads also run on ESPN when fans are streaming live games and inventory on ESPN across ESPN's family of networks (ESPN, ESPN+, ESPN2, ABC on ESPN)
- ESPN display banner ads rotate to promote PBSC numerous programs of study or marketing messages and run these ads both these both in English and Spanish.



ESPN Digital Activation

Palm Beach State College received:

43,570 Video Impressions

- **92%+** Video Completion Rate (how many fans watch your video in full)
- **500,001** Display Impressions
- **.22%** Click Through Rate
- **2,630** Total Clicks



ESPN Deportes Radio

- Partnering with Deportes Radio to grow male enrollment as a Hispanic Serving Institution
- Implement community-based partnerships to enhance PBSC brand awareness through customer experience at Deportes 760AM on-site events
- Promote PBSC enrollment opportunities and spotlight PBSC professionals/alumni to help gain new students and retain existing students via Deportes 760am interviews & ESPN Digital activation
- Position PBSC as the college of choice for prospective students by educating consumers on PBSC's diverse and exceptional programs of study via ESPN's platforms
- Tell the story of PBSC 90th anniversary and their dedication to serving educational needs to the residents of Palm Beach County through aligning with ESPN talent through on-air endorsements
- Continue to build Palm Beach State College brand credibility, awareness and consideration by associating with the #1 sports site in the country, ESPN
- ESPN West Palm to form a true partnership with PBSC by providing expertise media consultation and consistent communication on campaign performance to help achieve PBSC goals



Jose De Valle – Brand Ambassador



Jose De Valle

¡Yo soy un orgulloso egresado de
Palm Beach State College!

APRENDA MÁS EN: palmbeachstate.edu



PALM BEACH STATE
COLLEGE

1933-2023

90

KNOWLEDGE IS FOREVER

31



Jose De Valle – Brand Ambassador

- A Palm Beach County native and proud PBSC Alumni, Jose is an ESPN Deportes journalist and contributing member of the Jorge Ramos Su Banda program. He joins the Comunidad Deportiva show every Monday and Wednesday.
- Jose De Valle spreads the word of Palm Beach State College through live reads, commercials, and promotional announcements that air on Deportes Radio 760 2x per week.
- He is an authentic storyteller and is passionate to tell his personal story of how Palm Beach State College changed his life and set him up for success.



Jose De Valle Social Media Activation

Jose De Valle to post 2x social media posts per month on his personal social media accounts, tagging PBSC social media handles.

- **Jose Del Valle Followers:**

- Twitter/X: 66K
- Instagram: 28K
- Facebook: 9K
- Total: 103K+



RHAI 980 AM and 103.9 FM, Haitian Creole Radio

“Sous La” hosted by Marie Laplante

- Reaching an audience of more than 3,000
 - Live Q & A with PBSC representatives
 - Weekly broadcasts
 - Promotion at live events





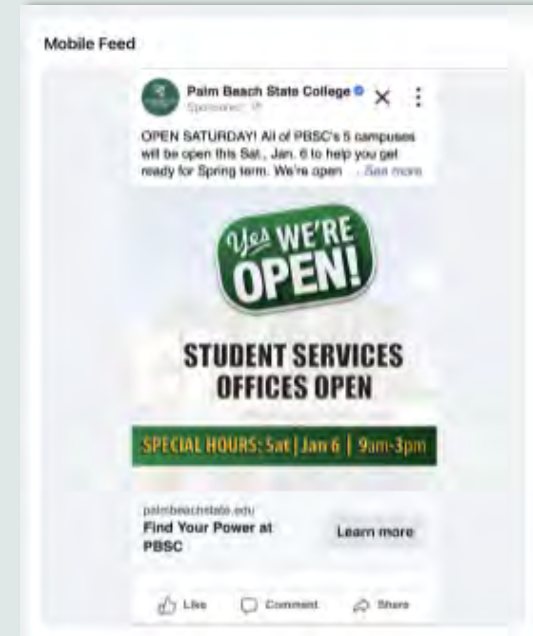
Spring 2024 Enrollment – Paid Social Media

Social Media Advertisement ran
Wed., Dec. 6 – Wed., Dec. 13, 2024



Link Clicks: **670**
Per Link Click: **\$0.75**
Number of Impressions: **84,171**
Accounts Reached: **38,017**

Boosted Facebook post ran
Wed., Jan. 3 – Sat., Jan. 6, 2024



Link Clicks: **61**
Other Clicks: **303**
Per Link Click: **\$0.67**
Number of Impressions: **9,977**
Accounts Reached: **7,205**



Stephen M. Ross Emerging Scholars Program – Social Media

WHO	POST SOURCE	FOLLOWER COUNT
Related Companies	LinkedIn	105K
Related Southeast	LinkedIn	2K
Relative Impact	LinkedIn	1K

Related Companies
Real Estate

On Monday, December 11th, **Related Southeast** announced a new foundation, **Related Together**, alongside the commitment of \$8M via the Stephen M. Ross Emerging Scholars Program with **Palm Beach State College**.

Related Together is proud to support the community's next generation of talent and will offer additional programs in the realms of housing, income, employment opportunities, health care, arts and culture and digital access in West Palm Beach.

More information about Related Together will be shared in 2024; until then, follow along at relatedtogether.org.

#relatedtogether #relatedsoutheast #westpalmbeach



5d • Public post
204 • 1 comment • 1 repost

Related Southeast
2,344 followers
1w •

Editorial: Ross' latest investment transcends real estate
palmbeachdailynews.com • 2 min read

MARKETPLACE Palm Beach Daily News

It's the season of giving, and resident Stephen Ross chose this moment to announce that he is giving in a big way.

Mr. Ross on Dec. 11 announced the launch of a new nonprofit, **Related Together**, to which he committed \$8 million to help West Palm Beach children prepare for and attend college.

Related Together will pay for college preparatory advisers at Palm Beach Lakes High School and Forest Hill High School, both in West Palm Beach; and will work to provide full-tuition scholarships to needy local students to attend Palm Beach State College through the Stephen M. Ross Emerging Scholars Program.



Palm Beacher Stephen Ross recently announced the launch of a new nonprofit, **Related Together**, to help West Palm Beach children prepare for and attend college. *Allen Eyston/The Palm Beach Post*

PALM BEACH STATE COLLEGE

1933-2023





Stephen M. Ross Emerging Scholars Program – Social Media Sentiment

Raquel C. Gary Bryant
This is amazing! Way to go President Parker!
6d Like Reply [Send message](#) Hide

Olayemi Osiyemi
Congratulations
3d Like Reply [Send message](#) Hide

Darlene Cruz
This is awesome new!!! 🎉👍
5d Like Reply [Send message](#) Hide

City of Boca Raton - Economic Development [Follow](#)
Such well deserved support! Congratulations!
6d Like Reply Hide

Sheila Scott (Top fan)
Amazing gift for our students
6d Like Reply [Send message](#) Hide

G. William (Bill) Bates, M.D., M.B.A. - 3rd+
Founding Dean, Thomas F. Frist, Jr. College of Medicine
What a wonderful way to use wealth. It is for more than personal consumption and leisure. Thank you and for all who provide scholarship opportunities.
Like 1 Reply

Marsha Freedman, M.S. - 3rd+
"Own Your Power" Public Speaking Coach | Executive Presence | Fear of Public
I truly admire those who support deserving students, so they can make it through college.
Like 2 Reply

Marsha Marie Mosely - 2nd
Talent Development/Consultant/Coach
What a Blessing it is to give a student an opportunity. :-)
Like 1 Reply

Alex Allen - 2nd
BLS, ACLS, PALS, First Aid, CPR/MED Instructor in Palm Beach County, Florida and...
That's exciting!
Like 1 Reply

Bobby Wittek - 3rd+
Lifetime in Golf Industry | Golf Course Supplies & Accessories | Driving Range Ed...
AWESOME
Like Reply

Nancy Royce Stellway - 2nd
I empower under-resourced students to reach their dreams through wrap around...
Incredible news for PBC students!
Like Reply

Lutfi Mized, PE - 3rd+
President at LPM Technical Services, Inc.
Some people leave their impact on society in big. Nicely done and class act! Congratulations to PBSC and all those who will benefit from this generosity.
Like Reply

Reply as Palm Beach State College...

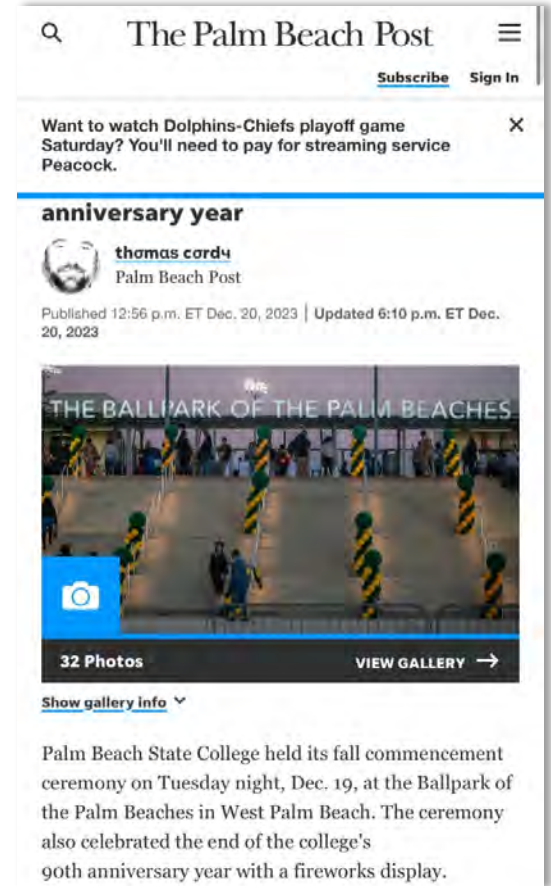
Benjamin G. Boynton, CFP® - 2nd
Owner, Boynton Financial Group, Inc.
Wow... awesome!! President Ava Parker and Stephen M. Ross... Two Powerhouse CEO's making a difference in Palm Beach County!!!
Like 1 Reply



PALM BEACH STATE COLLEGE



Fall 2023 Commencement – Earned Media



MEDIA SOURCE	WPBF (ABC) - West Palm Beach, FL WPBF 25 News at 11:00 PM
REACH	Local Market Viewership: 46,682

MEDIA SOURCE	WPBF (ABC) - West Palm Beach, FL WPBF 25 News Mornings
REACH	Local Market Viewership: 23,289

The Palm Beach Post
Thomas Cardy Photo Essay
1.39 million reach

The Palm Beach Post
Thomas Cardy Story
1.39 million reach



Fall 2023 Commencement – Social Media Sentiment



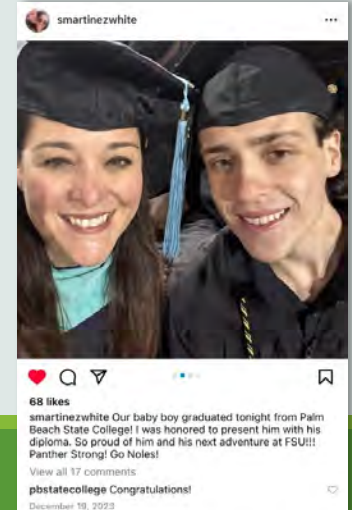
Graduate posts & Instagram Reels



Posts from family & friends



PBSC faculty & staff





Video Production



[Palm Beach State College celebrates its 90th anniversary](#)



[Stephen M. Ross Emerging Scholars Program at PBSC grants \\$8 million to WPB students](#)



[Congratulations to the class of 2023!](#)

Palm Beach State College District Board of Trustees Meeting



National Polo Center

David Rutherford

VP Institutional Advancement

CEO Palm Beach State College Foundation

January 16, 2024





Purpose | Strategic Engagement

National Polo Center | Wellington

Inaugural 2023 Season | January 1 - April 23

- **Strategic Relationships & Opportunities**
 - Engaged with approximately 250 guests
 - Wayne Canner | Palm Beach Gardens Living







2023 - 2024 Season

December 31, 2023 – April 21, 2024

- **16 Sunday Afternoons | 2:00 PM Tailgate | 3:00 PM Polo Match**
- **Reserved Sideline Hospitality | 15 - 20 Guests Weekly**

“If you engage people, you differentiate yourself.”

“If you engage people on a vital, an important level, they will respond.”

Standing invite for all trustees and their guests | Amy Scandrett, contact for Polo

PALM BEACH STATE
COLLEGE

1933-2023

90
KNOWLEDGE IS FORE

44

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

Date: January 16, 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 12/31/23.

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.December.31.2023

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 Six Months Ending December 31, 2023

	2023/24 Proposed Budget	Year to Date 12/31/2023	% Current to Original Budget
Revenues:			
Student Tuition & Fees	\$ 71,979,043	\$ 48,873,601	68%
Less: Legislative Fee Waivers	(17,062,040)	(12,710,251)	74%
Net Student Tuition & Fees	<u>\$ 54,917,003</u>	<u>\$ 36,163,350</u>	66%
Dual Enrollment Fees	\$ 2,000,000	\$ 975,927	49%
State Government:			
FL College System Program Fund	\$ 65,047,135	\$ 32,523,567	50%
Lottery	13,961,552	6,980,776	50%
Performance Funding	1,524,062	762,031	50%
Other	2,396,533	894,983	37%
Total State Government	<u>\$ 82,929,282</u>	<u>\$ 41,161,357</u>	50%
Federal Government	551,500	556,905	101%
Private Grants/Contracts	200,000	325,689	163%
Sales and Services	1,200,000	568,138	47%
Interest and Dividends & Gain/Loss on Investments	200,000	674,837	337%
Other Revenues	390,000	60,646	16%
Non-Revenue Receipts	1,139,500	570,000	50%
Total Revenue	<u>\$ 143,527,285</u>	<u>\$ 81,056,849</u>	<u>56%</u>
Expenditures:			
Compensation by Employment Category			
Instruction	\$ 26,644,732	\$ 10,960,104	41%
Instructional - Overload	3,700,000	2,353,777	64%
Adjunct Instructional	12,129,000	6,042,037	50%
Instructional Management	2,459,000	1,281,571	52%
Institutional Management	1,505,000	644,410	43%
Executive Management	2,277,000	1,331,978	58%
Other Professional	19,040,000	10,775,808	57%
Staff Part Time	2,700,000	1,127,178	42%
Technical, Clerical Trade and Service	14,839,000	6,671,883	45%
Student Assistants	300,000	167,739	56%
Contingency - Budget Only	500,000	-	0%
Total Compensation by Categories	<u>\$ 86,093,732</u>	<u>\$ 41,356,485</u>	48%
Benefits	23,478,627	12,419,060	53%
Total Compensation and Benefits	<u>\$ 109,572,359</u>	<u>\$ 53,775,545</u>	49%
Current Expenses			
Professional Development, Travel, & Mileage	\$ 734,787	\$ 278,819	38%
Freight and Postage	80,706	39,925	49%
Telecommunications	207,289	114,541	55%
Printing	137,576	25,242	18%
Repairs and Maintenance	2,091,088	777,940	37%
Rentals	309,372	71,144	23%
Insurance	2,869,270	2,336,461	81%
Utilities	3,891,998	1,977,229	51%
Other Services	6,745,205	2,577,105	38%
Professional Fees	1,612,502	1,070,547	66%
Materials and Supplies	4,199,352	883,332	21%
Data Software - Non Capitalized	3,952,660	5,379,081	136%
Maintenance and Construction Materials	292,926	139,240	48%
Other Materials and Supplies	853,814	597,159	70%
Library Resources	663,082	307,631	46%
Scholarships and Waivers	2,562,081	1,441,190	56%
Other Expenses	1,001,218	-	0%
Contingency	500,000	-	0%
Total Current Expenses	<u>\$ 32,704,926</u>	<u>\$ 18,016,586</u>	55%
Total Equipment	1,250,000	497,200	40%
Total Expenditures	<u>\$ 143,527,285</u>	<u>\$ 72,289,331</u>	<u>50%</u>
Net Revenue (Expense)	<u>\$ -</u>	<u>\$ 8,767,518</u>	

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

Date: January 16, 2024
To: Members of the District Board of Trustees
From: Ava L. Parker, J.D., President
Subject: Planning and Construction Projects Status Report Dated December 1, 2023 Staff Contact: Mr. Kirk Stetson, Manager, Facilities, Planning and Construction
Category: Report

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.

December 1, 2023 – Report Summary

DISTRICT

- 7 projects
- 3 projects active construction
 - Classroom Tech - Phase 3 (all campuses)
 - Active Learning Studios - Phase 1 (all campuses)
 - Cash Drop Boxes (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 – 6th Avenue Phase 1B – QUAD

PALM BEACH GARDENS CAMPUS

- 12 projects
- 2 projects active construction
 - Bldg TGL 300 – TMRW Sports
 - Bldg AD 101 – Stormwater Drainage

BELLE GLADE CAMPUS

- 2 projects
- no projects active construction

BOCA RATON CAMPUS

- 5 projects
- 1 project active construction
 - 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

11 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: For Information Only

Attachments:

Planning and Construction Projects Schedule dated December 1, 2023

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

12/1/2023

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	TempHOLD	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	Cash Drop Boxes	Multiple	REM	PUNCH LIST	InHouse	N/A	COMPLETE	Vendor/InHouse	\$ 75,000	COMPLETE	DefMain
7	ERTC	BG/LG	STDY	STDY	Song & Associates	\$ 26,350	8/2023-10/2023	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 #1Replacemnt	CM 124	HVAC	CONST	CAPE	\$ 34,187	COMPLETE	Precision Air	\$ 795,798	8/2022-10/2023	CO&DS
5.1	Bldg CM124-FanCoil Temp Cntrl	CM 124	HVAC	CONST	CAPE	\$ 26,206	COMPLETE	Precision Air	<i>incl ABOVE</i>	PENDING	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	11/2023-2/2024	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	TBD	TBD	TBD	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	CRA 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; RED = Changes since last report

Italicized Costs represent "Estimates" \$10,000

Active Planning & Construction Projects - STATUS REPORT

12/1/2023

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	CONST	O-SPORTS	N/A	COMPLETE	RR Simmons	\$ 50,000,000	5/2023-12/2024	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

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	BID	Gurri Matute	\$ 18,900	COMPLETE	BIDDING	TBD	TBD	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: 1/16/2024
To: Members of the District Board of Trustees
From: Ava L. Parker, J.D., President
Subject: IT Contracts Update

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

IT Project Contracts Update



Ken Libutti

Chief Information Officer

January 16, 2024





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
 - SmartNet Renewal for Phone and Network – Annually





Project Details – Misc.

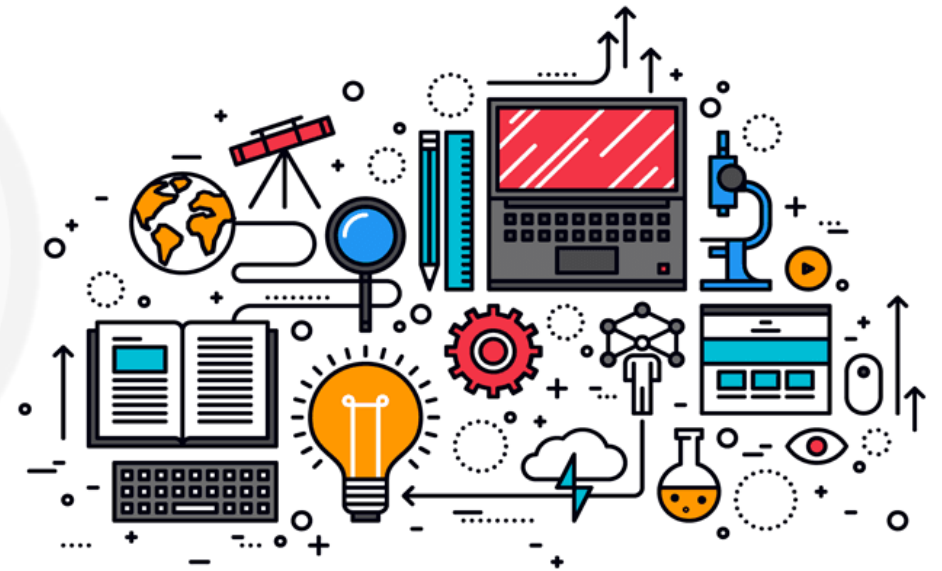
- **Uninterrupted Power Supply Replacement**
 - Obsolete equipment in data closets
 - Maintains operations during power failures
 - 130 closets. 86 UPS were ordered. 85 installed
- **Replacement Computers – Windows 11**
 - Improved reliability
 - App compatibility
 - Advanced hardware that protects devices 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**
 - 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

	Alternate Contract Source No. 43220000-NASPO-19-ACS – \$9.3 M Increase through 2026	CDW-G through E&I Cooperative Services Contract #CNR01439 - Not to Exceed \$2.04M	AVI-SPL through E&I Cooperative Services Contract #EI00049 - Not to Exceed \$3.8 M	B & H Photo and Electronics Corp through E&I Cooperative Services Contract #EI00221 – Not to Exceed \$1.395 M
Vendor	Cisco/Presidio	CDW Computer Systems	AVI-SPL, LLC	B&H Photo-Video
Total Spend	\$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

Palm Beach State College
District Board of Trustees
Agenda Transmittal Sheet

Date: January 16, 2024
To: Members of the District Board of Trustees
From: Ava L. Parker, J.D., President
Subject: Approve 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 Staff Contacts: Dr. Delsa R. Bush, Director of Campus Safety and Risk Management and Ms. Jennifer Alvarez, Procurement Director

Summary:

Background/Pertinent Facts: The college is seeking District Board of Trustees (Board) contract approval with Journey and Associates in the amount of \$1,848,096 via the School Board of Broward County Contract #RFP FY23-239 Guardian School Security Services.

The purpose of this contract is to provide Armed Safe Campus Officers (ASCO) to the Lake Worth, Palm Beach Gardens, Belle Glade and Loxahatchee Groves Campuses. Armed officers will be added to the existing team of Campus Safety Officers and will have extensive training, which will enable them to respond to any incident involving an Active Assailant.

To ensure that PBSC has the most qualified armed officers on our campuses, the vendor will provide state-certified security officers, who have been trained pursuant to the Safe School Officer/Guardian Program which was mandated by state statute for K-12 schools. The minimum training requires that officers:

- Complete a 144-hour training program, which includes comprehensive firearm safety and proficiency training conducted by instructors certified by the State of Florida Criminal Justice Standards and Training Commission (CJSTC).
- Pass a psychological evaluation administered by a licensed psychologist.
- Submit to and pass an initial drug test and subsequent random drug tests.
- Successfully complete ongoing firearms qualification and weapons inspections on a regular basis.

PBSC will continue to rely on the skills and services of our Campus Safety team, who will work with their armed counterparts, in providing an optimal environment for maintaining the safety of our students, faculty, staff, and campus visitors.

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 or buying cooperatives.

Pursuant to District Board of Trustees Policy 1.02, the contract was executed during the December District Board of Trustees meeting recess under the President's authority. As such, District Board of Trustees ratification of the contract award is requested.

Financial Impact: Estimated \$3,696,192 through December 31, 2027. Estimated \$924,048 annually.

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 is effective January 2024 through December 31, 2025, with two, one-year options to renew through December 31, 2027.

RECOMMEND: Approval

Attachments:

Jurney & Associates, Inc. Award Letter & Executed Agreement

Broward Schools Solicitation RFP FY23-239 Guardian School Security Services

Jurney and Associates Proposal RFP FY23-239

Certificate of Insurance GL- E&O-EPLI-A&B Palm Beach State College

Certificate of Insurance Palm Beach College WC-Crime-Auto-Cyber

Draft Contract PBSC and JAI for signature

PBSCandJAIDraft12.14.23 updated after meeting with GC

PBSCandJAIDraft12.14.23 no markup

PBSCandJAIcontract partially executed

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

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

MASTER CONTRACTOR/SERVICES AGREEMENT
Armed Safe Campus Officer (ASCO) /Guardian School Security Services

THIS AGREEMENT is made by and between the District Board of Trustees of Palm Beach State College (hereinafter referred to as "College"), and Journey & Associates, Inc., a Florida Corporation, (hereinafter referred to as "Contractor"), authorized to do business in Florida, whose address is 782 NW 42 Ave, Miami, FL, 33126, this 15 day of December, 2023.

WHEREAS, the College desires to purchase Guardian School Security Services; and

WHEREAS, the College desires to procure these services from Contractor, utilizing existing contract prices provided to The School Board of Broward County, pursuant to its solicitation number RFP FY23-239, for Guardian School Security Services; and

WHEREAS, in accordance with solicitation number RFP FY23-239, The School Board of Broward County, entered into an agreement with Contractor for services effective April 17, 2023 through December 31, 2025, with the option to renew for an additional two years; and

WHEREAS, the College desires to purchase services from Contractor on the same terms, conditions, and pricing provided under solicitation number RFP FY23-239, 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 RFP FY23-239 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 Guardian School Security Services for the College, in accordance with and pursuant to the same terms, conditions, and pricing of solicitation number RFP FY23-239 procured by The School Board of Broward County.
- 3 This Agreement shall terminate on December 31, 2025, unless RFP FY23-239 is renewed by The School Board of Broward County, 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."

Contractor agrees to indemnify, hold harmless and defend the College, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by Contractor, its agents, servants, or employees; the equipment of Contractor, its agents, servants, or employees while such equipment is on premises owned or controlled by the College; or the negligence of Contractor or the negligence of Contractor's agents, whether such claims, judgments, costs, and expenses are for damages, damage to property including the College's property, and injury or death of any person whether employed by Contractor, the College, or otherwise.

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 is primary and noncontributory and 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.

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

6 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.

7 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.

8 Payment for Services. CONTRACTOR shall submit a proper and appropriate weekly invoice for the services provided to the COLLEGE via email to payables@palmbeachstate.edu. Each of CONTRACTOR's invoices shall contain the assigned purchase order number for verification by PBSC, the number of ASCOs or USCOs assigned during the prior week, as well as the total number of hours each respective ASCO or USCO provided services, date of services, name of the ASCO/USCO, and the location that the ASCO/USCO provided services under this Agreement.

9 Notice. When any of the parties desire to give notice to the other, such notice shall be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To COLLEGE:

Delsa R. Bush
Director of Campus Safety and Risk Management
4200 Congress Ave., MS#05

Lake Worth, FL 33461

With a Copy to:

James A. Duffie
Vice President of Finance and Administration
4200 Congress Ave., MS#24
Lake Worth, FL 33461

To CONTRACTOR:

Ryan A. Journey, Esq
Chief Operations Officer
Journey & Associates, Inc.
4801 S. University Drive #251
Davie, Florida 33328

With a Copy to:

Ian A. Moffett
Business Partner
Journey & Associates, Inc.
4801 S. University Drive #251
Davie, Florida 33328

10 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.

11 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 and Exhibit A attached hereto.
- b. Terms and Conditions of The School Board of Broward County solicitation number RFP FY23-239.
- c. Contractor's response to solicitation number RFP FY23-239 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.

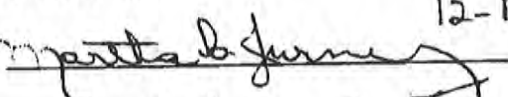
PALM BEACH STATE COLLEGE

By: 

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

Title: President

CONTRACTOR

By:  12-14-2023

Print Name: MARTHA C. TURNER

Title: PRESIDENT

(The remainder of this page intentionally left blank)

EXHIBIT A

Overview

The Armed Safe Campus Officer (ASCO) (Class G) will be governed by the provisions, duties, and responsibilities congruent to F.S.S. 1006.12. The ASCO will act lawfully to prevent an active assailant incident on the Palm Beach State College (College) campus premises or campus sponsored events. At the Director of Campus Safety and Risk Management or designee request, the ASCO shall take appropriate legal action against any guest who is violating the law or college policy whether at the college or any of its related functions, to the extent that the ASCO may do so under the authority of F.S.S 1006.12. In the event of a trespasser or other crime on campus, the ASCO will follow college policy and procedure and take the appropriate actions by contacting local law enforcement and collaborating with the Director of Campus Safety and Risk Management. Unarmed Safe Campus Officers (USCO) – (Class D) will be available to deploy as necessary.

Both parties agree to abide by the contractual obligations set forth in Sections 2.02 and 2.03 of RFP FY23-239 related to Vendor and College Responsibilities.

Duties

- a. All ASCOs assigned to the campus shall always be in proper uniform wearing Contractor Polo Shirt, Grey BDU Pants, Black Tactical Level 3 A Vest with Campus Safety Officer Patch in yellow coloring back and front. ASCOs will utilize 9mm or 40 caliber firearms that they are certified to carry. ASCOs may carry less than lethal weapons and body cameras and the utilization of these items are governed by Contractor's Post Orders. USCO will wear a Contractor Polo Shirt, Grey BDU Pants, and a Reflective Blue Vest with Campus Safety Officer on the front and back.
- b. ASCO will patrol assigned areas on foot or in a marked vehicle, upon request, to check for any incident which, or individual whose behavior, poses a threat to campus safety or the safety of the College community including, but not limited to: vandalism, suspicious activities, suspicious persons, or safety and fire hazards.
- c. ASCO will investigate and report hazards, and unusual or suspicious circumstances to the proper college representatives and departments for correction and proper actions.
- d. ASCO will check corridors, alleys, and parking lots to minimize or eliminate any loitering or vandalism of the property in the area(s).
- e. ASCO and USCO will document all incidents by way of a written report utilizing Contractor's reporting system and submit such report(s) to Contractor's supervisors by the end of the shift. College representatives or designee shall be forwarded copies of all significant incidents within 24 hours or upon request of any incident reports.
- f. ASCO will always maintain a presence on the campus during assigned shift.

h. ASCO will abide by College policies and procedures and shall consult with and coordinate activities through the Director of Campus Safety and Risk Management or designee.

i. ASCO and USCO will comply with all applicable laws, rules, and regulations, including those governing the confidentiality of student information in compliance with the Family Educational Rights and Privacy Act (FERPA).

j. ASCO will give assistance to police officers and deputy sheriffs in response to any incident which poses a threat to campus safety upon request by law enforcement.

The Unarmed Safe Campus Officer (UCSO) will conduct the following duties under the direction of Director of Campus Safety and Risk Management or designee:

a. UCSO will patrol hallways, restrooms, and other areas where students gather.

b. UCSO will report unauthorized activities to the appropriate authority.

c. UCSO will provide information to school visitors and provide directions and assistance as needed.

d. UCSO may perform related clerical duties in campus offices and other related duties as required to include concierge services.

e. UCSO will escort students to and from designated areas.

f. UCSO will conduct traffic management and parking services.

g. UCSO will work with the College's onsite Campus Safety and Security Officers.

h. UCSO will ensure adherence to best practices related to campus safety.

i. UCSO may perform all other duties as directed by the Director of Campus Safety and Risk Management or designee.

Training

Contractor, at its sole cost and expense, shall be responsible for training and ensuring the ASCO meets all requirements of law applicable to a Guardian serving in the capacity of an ASCO and for purposes of satisfying the requirements of Sections 1006.12 and 30.15, Florida Statutes.

Assignment

Contractor will assign ASCOs to the following College campuses:

Lake Worth - Monday to Saturday 0700 to 2300: (2) Two Shifts with a minimum of (1) One ASCO per shift. Services to commence in January 2024

Palm Beach Gardens - Monday to Friday 0700 to 2300: (2) Two Shifts with a minimum of (1) One ASCO per shift. Services to commence in January 2024

Belle Glade - Monday to Friday 0700 to 2300: (2) Two Shifts with a minimum of (1) One ASCO per shift. Services to Commence in March 2024

Loxahatchee Groves - Monday to Friday 0700 to 2300: (2) Two Shifts with a minimum of (1) One ASCO per shift. Services to Commence in March 2024

Boca Raton - Available upon 30 calendar day advance -day request from College

Based on both Parties mutually agreeing, the deployment assignment and shifts may be adjusted to meet operational effectiveness.

ASCO shall arrive promptly for each scheduled shift and shall be present a minimum of (8) Eight hours for each shift. Shifts will be 0700 to 1500 and 1500 to 2300. Shifts may be changed if both parties mutually agree. For campus assignments of (6) six days a week, the (6th) sixth working day will be offered to the ASCO scheduled for the first (5) five working days.. In the event the regular ASCO cannot cover the (6th) sixth working day, another ASCO will cover this shift and shall be charged at regular rate. Federal overtime provisions contained in the Fair Labor Standards Act (FLSA) shall apply.

Unarmed Safe Campus Officers (USCO) and additional Armed Safe Campus Officer (ASCO) are available for deployment with a minimum of (5) five calendar -days' notice and shall be charged at regular rate. If a request is made with less than (5) five-days' notice, then there will be an additional 20 percent charge to the hourly rate. All assignments are subject to modification with both parties' agreement. This includes adding additional personnel to the campuses.

The College will provide the fiscal year operational calendar to the Contractor to ensure proper coverage is provided. This will include any breaks that services are not needed due to the College's advanced scheduling. Emergency closures and other related events (i.e., hurricanes or civil disturbances) will also be notified to the Contractor within a minimum (8) eight hours or a reasonable time period.

Backfill

The contractor will ensure a backfill ASCO will be at the Campus if the assigned ASCO is not available for the workday at the Campus. In the event there are any issues with the ASCO assigned to the College campus, Contractor shall request a meeting with the Director of Campus Safety and Risk Management to review the concerns and address all matters to ensure College's satisfaction.

Reporting Requirement

Contractor will abide by FSS 1006.12(5) and shall notify the county sheriff and the Director of Campus Safety and Risk Management immediately after, but no later than 72 hours after:

- (a) An ASCO or USCO is dismissed for misconduct or is otherwise disciplined.
- (b) An ASCO discharges his or her firearm in the exercise of their duties, other than for training purposes.

Interviews and Meetings

Should it become necessary to conduct interviews with students, the ASCO will work with the site administrator and with law enforcement and shall adhere to state statute, law enforcement policy, College policy and legal requirements regarding such interviews. The ASCO will be immediately notified of the discovery of any type of weapon or any quantity of drugs to include alcohol (no matter how small) found on campus. The ASCO will, whenever possible, notify the Director of Campus Safety and Risk Management or designee when arriving or departing campus, but otherwise shall move freely on the campus. The ASCO will have campus meetings with the Director of Campus Safety and Risk Management or designee, weekly or as otherwise mutually agreed upon to coordinate daily activities. The ASCO will take part in all emergency drills.

Vehicles

The College shall provide the use of vehicles to ASCO and UCSO. These vehicles may also include the use of golf carts. Contractor will provide Certificates of Insurance (COI) adding the College as additional insured on the COI for operating the College's vehicles. In the event the College determines the use of Contractor Marked Security Vehicles are operationally more effective, the rate will be \$1,500 per month for a minimum of one fiscal year (July 1 through June 30). The Marked Security Vehicle which will remain on the assigned campus 24 hours a day.

The College shall provide Contractor with a minimum of 30 calendar day advance notice to provide a Contractor Marked Security Vehicle.

Procurement & Warehousing Services

Mary C. Coker, Director

7720 W. Oakland Park Boulevard
Sunrise, Florida 33351

phone: 754-321-0505 • fax: 754-321-0936

mary.coker@browardschools.com

www.browardschools.com/PWS

The School Board of
Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Earlean C. Smiley, Ed.D.
Interim Superintendent

April 19, 2023

Kent C. Journey
Journey & Associates Inc.
782 SW 42nd Avenue
Miami, Florida 33126

Email:kent@teamjai.com
Phone:305-446-3433

Subject: Letter of Award and Request for Certificate Insurance
RFP #: FY23-239
RFP Title: Guardian School Security Guard
Contract Term: April 11, 2023 through December 31, 2025

Dear Mr. Yochum:

The School Board of Broward County, Florida has accepted and awarded the above-referenced RFP at the 4/11/2023 Board Meeting. Please note that this is not a notice to proceed, as a Purchase Orders or Purchase Orders will be issued to your firm.

To issue a Purchase Order, your firm must be a registered vendor. Use the link below to register and/or update your registration: <http://schoolboardofbrowardcounty.supplier.ariba.com/register>

Proof of insurance must be submitted to EXIGIS RiskWorks (SBBC's partner to collect and verify insurance documentation) within fifteen (15) days of this notification. EXIGIS RiskWorks will send you an email within three (3) business days of this letter with information how to proceed. Insurance certificates can be sent to Exigis at certificates-browardschools@riskworks.com or call the Exigis Customer Service at 646.762.1513 (PDT) to resolve any discrepancies. *Note, this support number is designated for SBBC vendors who have an account in Exigis only.*

All employees (including subcontractors and agents) who will be entering onto SBBC property must be fingerprinted and wear a SBBC issued photo identification badge at all times while on SBBC property. Part of the registration requires a PIN Number. Vendor must send an email direct to: fieldprint@browardschools.com to request a PIN Number WITH a copy of this award letter attached to the email. Information about the process can be found at this link: <https://www.browardschools.com/Page/40551> If you have questions pertaining to identification badges, please contact the Security Clearance Department at (754) 321-2374.

Please note, an identification badge will not be issued and no work can commence until insurance form(s) are approved, and a written purchase order is released.

Any service provided or merchandise delivered prior to the receipt of the Purchase Order (PO) is at the full risk of the seller. SBBC is not responsible for the payment of any service or merchandise before issuing the corresponding PO.

Sincerely,

Michelle Wilcox
Purchasing Agent III

Cc: Suet Cheung, Risk Management
ATTACHMENT: Insurance requirements pages from Agreement

INSURANCE PROVISIONS

Insurance Requirements. *Vendor* shall comply with the following insurance requirements throughout the term of this Agreement:

- a. General Liability. *Vendor* shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- b. Professional Liability/Errors & Omissions. *Vendor* shall have and maintain Professional liability/Errors & Omissions insurance with a limit of not less than \$1,000,000 per occurrence or per claim; \$3,000,000 Aggregate. Claims Made policies retroactive date must be the same or before the date of award and coverage must be maintained for a period of one (1) year beyond agreement covering any services provided under this Agreement including Failure to Provide Services and Third-Party Sexual Misconduct.
- c. Workers' Compensation. In accordance with Chapter 440, Florida Statutes, *Vendor* shall have and maintain **Workers' Compensation insurance and Employer's Liability** limits of not less than \$100,000/\$100,000/\$500,000 (each accident/disease-employee/disease-policy limit).
- d. Auto Liability. *Vendor* shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than \$1,000,000 Combined Single Limit. If *Vendor* does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of \$1,000,000. In addition, an affidavit signed by *Vendor* must be furnished to SBBC stating the following: "*Vendor* does not own any vehicles. If *Vendor* acquires any vehicles during the term of the Agreement, *Vendor* agrees to provide of proof of "Any Auto" coverage effective as of the date of vehicle acquisition."
- e. Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- f. Verification of Coverage. Proof of the required insurance must be furnished by *Vendor* to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit *Vendor* to remedy any deficiencies. *Vendor* must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.
- g. Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:
 1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
 2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
 3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
- h. Cancellation of Insurance. *Vendor* is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.
- i. SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

Procurement & Warehousing Services

Mary C. Coker, Director

7720 West Oakland Park Boulevard

Sunrise, Florida 33351

phone: 754-321-0505 • fax: 754-321-0936

mary.coker@browardschools.com

www.browardschools.com/PWS

**The School Board of
Broward County, Florida**

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Earlean C. Smiley, Ed.D.
Interim Superintendent of Schools

April 25, 2023

Ryan A. Journey, Esq., Chief Operations Officer
Journey & Associates, Inc.
782 Northwest 42 Avenue, Suite 428
Miami, Florida 33126

RE: RFP-FY23-239 - Guardian School Security Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Journey & Associates, Inc. This is the result of the School Board's approval on April 11, 2023, for item OO-14. Full details are outlined in the Agreement.

Sincerely,



Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Michelle Wilcox, Purchasing Agent III
Craig Kowalski, Chief, Special Investigative Unit
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance



Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2023-04-11	Regular School Board Meeting
CATEGORY:	OO. Strategy & Operations
DEPARTMENT:	Procurement & Warehousing Services

Agenda Item Number:	OO-14.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE: RFP-FY23-239 - Guardian School Security Services

REQUESTED ACTION: Approve the Agreements resulting from the above-referenced Request for Proposal (RFP); Contract Term: March 7, 2023 through December 31, 2025; Award Amount: \$4,164,480; District-wide.

RATIONALE:
 For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary. The Amendment to the Agreements has been reviewed and approved as to form and legal consent by the Office of the General Counsel.

EXHIBITS:

Executive Summary
Award Recommendation
Agreements-2

FINANCIAL IMPACT:
 \$4,164,480 spending authority funded from the SSEP operating budget and Safe School Allocation.

STRATEGIC PLAN ALIGNMENT:
 Student Focus Outcomes
 N/A OR • Business Operations

BOARD ACTION:
 (For Official School Board Records Only)
APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name: Craig W. Kowalski	Phone: 754-321-0720
Name: Mary C. Coker	Phone: 754-321-0503

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title
 Judith M. Marte, Deputy Superintendent, Operations
 Signature
 Judith M. Marte, Deputy Superintendent, Operations

Approved in
 Open Board
 Meeting On: April 11, 2023
 By: *Lois Whadoff*
 School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

JURNEY & ASSOCIATES, INC.
(hereinafter referred to as "VENDOR"),
whose principal place of business is
782 NW 42 Avenue, Miami, Florida 33126

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY23-239 – Guardian School Security Services ("RFP"); dated October 31, 2022 and amended by Addendum 1, dated November 10, 2022, Addendum No. 2, dated November 15, 2022 all of which are incorporated by reference herein, for the purpose of receiving Proposals for Guardian School Security Services in compliance with the Section 1006.12, Florida Statutes -Safe School Officer at each public school.; and

WHEREAS, VENDOR offered a Proposal dated November 21, 2022 ("Proposal") which is incorporated by reference herein, in response to this RFP; and

WHEREAS, VENDOR will serve as a safe-school officer under the Coach Aaron Feis Guardian Program as established by Section 30.15, Florida Statutes.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**.

(a) The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on December 31, 2025 unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods.

(b) When a subsequent Agreement award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by SBBC.

2.02 VENDOR Responsibility.

(a) VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement, the RFP and its Addenda.

(b) VENDOR shall be responsible for their employee's salary to attend the required 144 hours of training pursuant to Section 30.15(1)(k), Florida Statutes.

(c) VENDOR shall be responsible for all costs and fees related to the required psychological evaluation and drug testing their employees.

(d) VENDOR shall be responsible for supplying their employees with approved firearms.

(e) VENDOR shall be responsible for supplying their employees with required uniforms, all uniforms are required to be highly visible that is either a yellow shirt or yellow writing on the front and/or back identifying the employee as a Safe School Officer.

(f) VENDOR shall not recruit, hire or intend to hire a Guardian(s) that is currently employed by a SBBC school or charter school and up to six (6) months subsequent to same Guardian(s)' separation of employment from a SBBC school or charter school without written advance approval from SBBC.

(g) VENDOR shall provide SBBC the names of intended candidates that it intends to recruit for the assignment of Guardians under this Agreement before placement, whereby SBBC has the right to reject a candidate for any reason(s).

(h) VENDOR shall make available to SBBC all records of VENDOR's Guardians to confirm and ensure the Guardians that VENDOR assigned have been properly screen and certified for training through the Broward Sheriff's Office Coach Aaron Feis Guardian Program, and confirm and ensure that all required certifications are current throughout the duration of this Agreement.

(i) VENDOR shall maintain qualified Guardians in position for all assigned locations for every school day and during the school hours including thirty (30) minutes before the start and thirty (30) minutes after the end of the school day.

(j) VENDOR shall reimburse SBBC the cost to fill any vacancy or absence not covered by VENDOR if VENDOR failed to provide at a minimum a 48-hour notice during this Agreement term.

(k) Key(s). On each date the VENDOR's Guardian reports to the respective school, the school Principal or his/her designee may provide the VENDOR with certain key(s) to the school. Said key(s) are the property of SBBC and shall not be removed from SBBC's property. VENDOR shall not duplicate said key(s). VENDOR shall utilize said key(s) for the sole purpose of providing services under this Agreement. VENDOR shall return said key(s) to the Principal or his/her designee on the same date at the completion of VENDOR's Guardian work day as ended. Should VENDOR fail to return said key(s) then VENDOR admits and agrees that it shall be liable to SBBC for the funds required to replace said key(s) or replace any and all locks associated with said key(s).

(l) Equipment or other items. On each date the VENDOR's Guardian reports to the respective school, the school Principal and/or his/her designee may provide to the Guardian equipment and/or other items that may aid the Guardian. Such equipment and/or items are the property of SBBC and shall not be removed from SBBC's property. VENDOR shall utilize said equipment and/or other items for the sole purpose of providing services to SBBC under this Agreement. VENDOR shall return said equipment and/or other items to the Principal or his/her designee on the same date at the completion of the VENDOR Guardian's work day. Should VENDOR fail to return the said equipment and/or other items, then VENDOR admits and agrees that it shall be liable to SBBC for the funds required to replace said equipment and/or other items.

(m) Map(s). On each date the VENDOR Guardian reports to the respective school, the school Principal and/or his/her designee SBBC may provide VENDOR Guardian with detailed maps ("maps") of the respective school. VENDOR shall utilize said maps for the sole purpose of providing services under this Agreement. VENDOR shall return said maps to the Principal or his/her designee on the same date at the completion of the VENDOR Guardian's work day. Should VENDOR fail to return the maps, then VENDOR admits and agrees that it shall be liable to SBBC for the funds required to replace said maps.

- 1) Ownership of Maps. VENDOR acknowledges that the maps are the property of SBBC and shall not be removed from SBBC's property except pursuant to a subpoena, court order or search warrant in which case SBBC will be allowed to make a copy of such images to serve as SBBC's record copy for record retention requirements under applicable law.
- 2) Confidential and Exempt. VENDOR acknowledges that SBBC's maps depict the internal layout and structural elements of SBBC's buildings or other structures owned or operated by SBBC and are exempt from Section 119.07(1), Florida Statutes and s. 24(a), Article I of the State Constitution (the provisions commonly referred to as the public records laws) pursuant to Section 119.071(3), Florida Statutes. In addition, such maps constitute information relating to the security systems for property owned or leased by a political subdivision of the State of Florida and, pursuant to Section 281.301(1), Florida Statutes, are confidential and exempt from Sections 119.07(1) and 286.011, Florida Statutes and other laws and rules requiring public access or disclosure. Section 119.071(3)(a)3c and (b)3a, Florida Statutes and Section 281.301(2)(c), Florida Statutes, permit SBBC to disclose such confidential and/or exempt information to VENDOR in furtherance of VENDOR's official duties and responsibilities under this Agreement. Pursuant to Section 119.0701, Florida Statutes, VENDOR shall keep and maintain confidential and exempt all such information provided to them under applicable law. VENDOR agrees not to release such information or to disclose their contents to anyone other than an employee of VENDOR that requires access to such information in furtherance of their official duties under this Agreement, unless such information is required to be released by applicable law or order of a court of competent jurisdictions and unless SBBC is first notified by VENDOR of the information's intended release. Any failure by VENDOR to maintain the confidential and exempt nature of such information shall constitute a material breach of this Agreement.

2.03 **SBBC Responsibilities:**

(a) SBBC shall provide the VENDOR with the total number of recruits needed at least thirty (30) calendar days before the start of a scheduled Broward Sheriff Office training for the Coach Aaron Feis Guardian Program.

(b) SBBC will pay overtime for VENDOR's Guardian prior when approval has been provided by SBBC Chief of Police or his/her designee or when there was an immediately emergency identified.

(c) SBBC shall not recruit, hire or intend to hire a Guardian(s) that is currently employed by VENDOR, and up to six (6) months subsequent to same Guardian(s)' separation of employment from VENDOR, without written advance approval from VENDOR.

2.04 **Cost of Services.** The cost to SBBC for services rendered by VENDOR under this Agreement is Forty Six Dollars and 00/100 Cents (\$46.00) per hour for a Class "G" Officer and Thirty-Three Dollars and 50/100 Cents (\$33.50) per hour for a Class "D" Officer.

2.05 **Payment for Services.**

(a) VENDOR shall submit a proper and appropriate weekly invoice for the services for Guardians provided by the VENDOR and assigned to a SBBC site. Each of VENDOR's weekly invoices shall contain the assigned purchase order number for verification by SBBC School Police Department, the number of Guardians assigned during the prior week, as well as the total number of hours each respective Guardian provided services, the Class (Class "G" or Class "D") of each respective Guardian, date of services, name of the Guardian, the location that the Guardian provided services under this Agreement, and the.

(b) VENDOR shall submit the proper appropriate weekly invoices to: Chief of Police, The School Board of Broward County, Florida, 7720 West Oakland Park Blvd., Sunrise, Florida 33351. SBBC will mail payment to VENDOR within thirty (30) calendar days of a proper and appropriate invoice.

2.06 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement, then
Second	Addendum No. 2; then
Third:	Addendum No. 1; then
Fourth:	RFP FY23-239 - Guardian School Security Services; then
Fifth:	Proposal submitted in response to the RFP by VENDOR

2.07 **SBBC Disclosure of Education Records.** SBBC shall not disclose any education records to VENDOR pursuant to this Agreement. However, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act ("FERPA") and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.08 **VENDOR Safeguarding Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, **VENDOR** shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third-party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in

resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.09 Inspection of VENDOR's Records by SBBC. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement.

and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief, Safety & Security The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
To VENDOR:	Ryan A. Journey, Esq Chief Operations Officer Journey & Associates, Inc.

782 NW 42 Avenue, Suite 428
Miami, Florida 33126

With a Copy to:

Ian A. Moffett
Business Partner
Jurney & Associates, Inc.
4801 S. University Drive #251
Davie, Florida 33328

2.11 **E-Verify.** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.12 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.13 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records

required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall 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's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.14 **Liability.** This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC.** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) **By VENDOR.** VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs,

and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

2.15 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall have and maintain General Liability insurance with limits of not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits of not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than \$1,000,000 per occurrence or per claim; \$3,000,000 Aggregate. Claims Made policies retroactive date must be the same or before the date of award and coverage must be maintained for a period of one (1) year beyond agreement covering any services provided under this Agreement including Failure to Provide Services and Third-Party Sexual Misconduct.

(c) **Workers' Compensation.** In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than \$1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of \$1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "VENDOR does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) **Required Conditions.** Liability policies must include the following terms on the Certificate of Insurance:

1) The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.16 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, VENDOR's, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, VENDOR's, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.17 Certification Regarding Scrutinized Activities. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a Proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a Proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents (\$1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities

in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is One Million Dollars and 00/100 Cents (\$1,000,000.00) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.18 **Annual Appropriation.** SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.19 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.20

Proprietary Information.

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will

notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement

may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination.** This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There

shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure.** Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit

of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Lori Alhadeff
Lori Alhadeff, Chair

Date: 4/17/23

ATTEST:

Earlean C. Smiley, Ed.D.
Interim Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams
Digitally signed by Kathelyn Jacques-Adams
Date: 2023.04.03 08:42:53 -04'00'

Office of the General Counsel

Note: Jurney & Associates, Inc. - RFP FY23-239

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

JURNEY & ASSOCIATES, INC.

ATTEST:



Gabriel Colon
Notary Public, Secretary

Witness
Marillo B

Witness
[Signature]

By: Martha C. Journey
Martha C. Journey
Printed Name

President
Title:

Date: 04-01-23

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Palm Beach State College District Board of Trustees Meeting



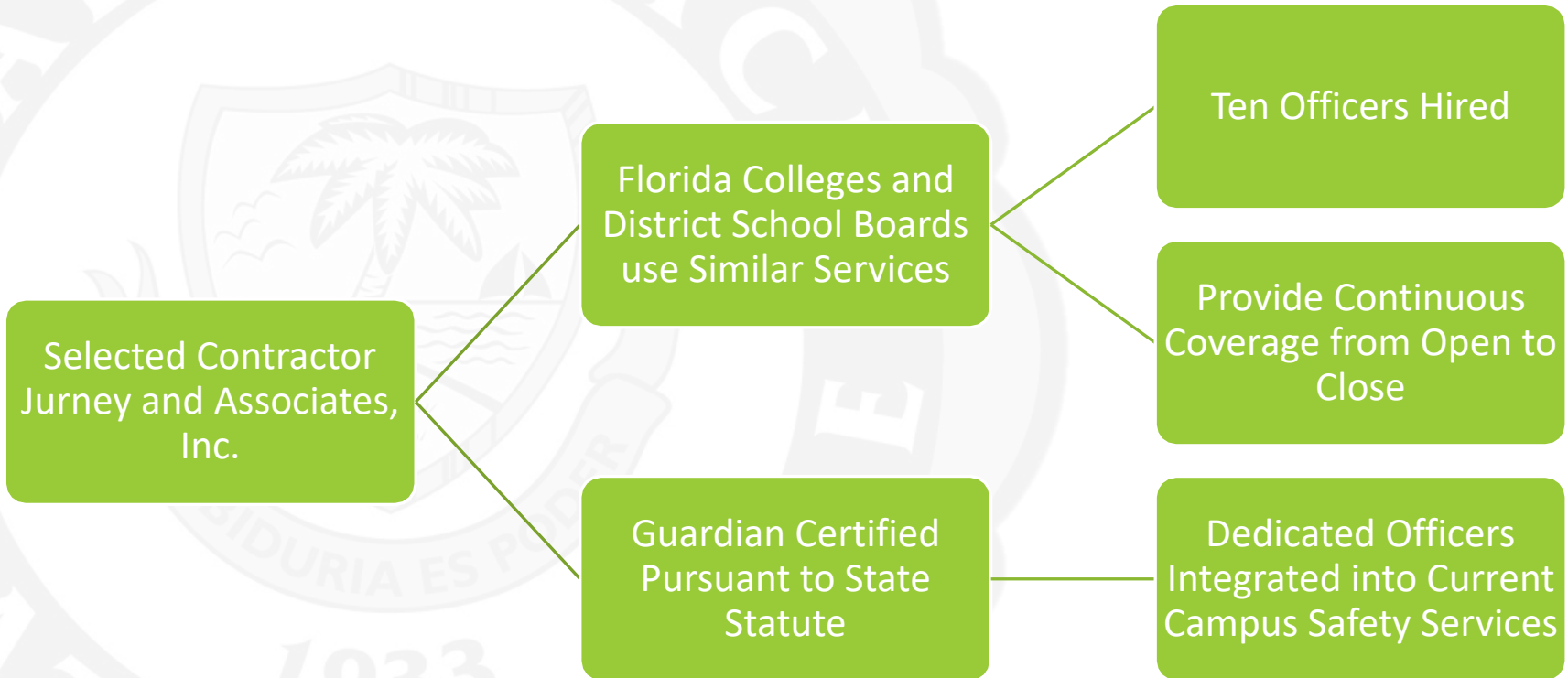
Jurney and Associates, Inc. Armed Safe Campus Officer Contract

Dr. Delsa Bush, Ph.D.
Director of Safety and Risk Mgmt
January 16, 2024





Armed Safe Campus Officer Program





PALM BEACH STATE
COLLEGE

1933-2023

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KNOWLEDGE IS FORE



Contract Highlights

- Services procured from contractor Journey and Associates, Inc. utilizing existing contract and prices provided to the School Board of Broward County
- Effective Agreement Date: January 2024
- Termination Date of Agreement: December 31, 2025
- Term of Agreement May be extended for two additional one year-periods through December 31, 2027



Implementation Timeline





Financial Impact

Contract engagement through December 31, 2025.

Estimated annual cost is \$924,000.

Hourly rate is \$46.



Request for Ratification

Request ratification of the contract with *Jurney 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.