Agenda Item #: 3 N 2

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: Sept. 12, 2006

[X] Consent [] [] Ordinance [] Regular Public Hearing

Department

Submitted By: County Library/Administration

Submitted For: <u>County Library/Administration</u>

### I. EXECUTIVE BRIEF

#### Motion and Title: Staff recommends motion to approve:

**A) approve** an application to the Florida Department of State, Division of Library and Information Services, for State Aid to Libraries in an estimated amount of \$1,348,872 for FY 2007;

B) approve the agreement for State Aid to Libraries;

C) approve a certification of credentials for single library administrative head; and

**D**) **authorize** the Chairman of the Board of County Commissioners to execute any other necessary forms and certifications.

**Summary:** The State provides an annual operating grant to eligible libraries based upon their annual operating expenditures from local funds. Estimated State Aid revenue has been included in the County Library's FY 2007 proposed budget. The Certification of Credentials for Single Library Administrative Head is required due to the 2006 change of library director. <u>Countywide</u> (TKF)

**Background and Justification:** The County Library has complied with all the requirements of law to receive the grant. The State Aid for Public Libraries Law is to aid and encourage the establishment and development of free library service throughout the State through grants to eligible libraries which, as the political subdivisions of the State, are the logical units of government to ensure that all Florida residents, both city and unincorporated area, receive library service. As part of the State Aid package submitted to the State, the library is required to include a certification of credentials for the new library director.

#### Attachments:

- 1. Application/Agreement & Expenditure Report (3)
- 2. Certification of Credentials

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Recommended By:	M Cell to	(John J. Callahan III) 8/15/06
4. ·	Department Director	Date
Approved By:	Chal	8/28/06
	Assistant County Administrator	Date

# **II. FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>06</u>	20 <u>07</u>	20 <u>08</u>	20 <u>09</u>	20 <u>10</u>
Capital Expenditures Operating Costs	0	 1,348,872	0	 	00
External Revenues Program Income (County) In-Kind Match (County)	  	<u>1,348,872</u> 0 0	0 0 0	0 0 0	0 0 0
NET FISCAL IMPACT			0		0
# ADDITIONAL FTE POSITIONS (Cumulative)	_0_	_0_		0	_0
Is Item Included in Current B Budget Account No.:	No Or <u>g_3200</u>	_ Object <u>3</u>	<u>471</u>		

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

Source:

Florida Department of State, Division of Library and Information Services, State Aid to Libraries

Impact: The funds will supplement local funding to provide library service. A budget amendment will be requested when actual award amounts are known.

C. Departmental Fiscal Review:

(Lavinia Gardner, Chief Financial Officer)

III. REVIEW COMMENTS:

OFMB Fiscal and/or Contract Dev. And Control Comments: Α. 4/06 Dev. And This item complies with current Legal Sufficiency: Β. County policies. Assistant County Attorney

C. **Other Department Review:** 

> N/A **Department Director**

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#### FLORIDA DEPARTMENT OF STATE DIVISION OF LIBRARY AND INFORMATION SERVICES

### FY2006-2007 STATE AID TO LIBRARIES GRANT APPLICATION File by October 1, 2006

Check One:	X Single County Library Municipal Library County Participating in a Multicounty Library
The	Palm Beach County Board of County Commissioners
	(name of library governing body)

governing body for the <u>Palm Beach County Library System</u> (name of county or municipal library)

Complete either Section 1A or 1B as applicable.

# 1A Certification of Local Operating Expenditures

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2004 and ending September 30, 2005 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2004 and September 30, 2005.

\$<u>29.323.322</u>

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### Library Name: Palm Beach County Library System

# 1B Certification of Local Operating Appropriations

(Complete this section <u>only</u> if the applicant is a newly established public library in the first two years of operation.)

We hereby certify that the following total funds from local sources are appropriated to be expended centrally during the fiscal year beginning October 1, 2005 and ending September 30, 2006 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds appropriated to be expended centrally by the library for the operation and maintenance of a library between October 1, 2006 and September 30, 2007.

S N/A

SIGNATURES:

Jarduer rary Finance Manag

Lavinia Gardner Typed Name

8/15/2006

.ibrar **Administrative Head** 

John J. Callahan III Typed Name

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#### FLORIDA DEPARTMENT OF STATE DIVISION OF LIBRARY AND INFORMATION SERVICES

# **EXPENDITURE OR APPROPRIATION REPORT**

# Library Name: Palm Beach County Library System

## II. Check Applicable

X Expenditure Report - October 1, 2004- September 30, 2005

EXPENDITURE/ APPROPRIATION CATEGORY	FUNDING OR REVENUE SOURCES:			TOTAL	
	LOCAL	STATE	FEDERAL	OTHER	
10 Personal Services	17,349,978	740,719	0	56,040	18,146,737
30 Operating Expenses	11,627,179	855,541	0	3,539	12,486,259
60 Capital Outlay (Non-Fixed)	346,165	4,724	0	4,340	355,229
Other	0	0	0	0	0
Total for the operation & maintenance of the library	29,323,322 (Record this amount on page 1)	1,600,984	0	63,919	30,988,225

Appropriation Report - October 1, 2006 - September 30, 2007 (Provide appropriation <u>only</u> if the applicant is a newly established public library in the first two years of operation.)

60 Capital Outlay (Fixed, including purchase or construction of a 903,655 library building or quarters)				903,655
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# Florida Department of State, Division of Library and Information Services STATE AID TO LIBRARIES GRANT AGREEMENT

The Applicant (Grantee) Palm Beach County Board of County Commissioners (Name of library governing body)

Governing body for	Palm Beach County Library System	
	(Name of library)	

hereby makes application and certifies eligibility for receipt of grants authorized under Chapter 257, *Florida Statutes* and guidelines for the State Aid to Libraries Grant Program.

- I. The Grantee agrees to:
  - a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program. Funds will not be used for lobbying the legislature, the judicial branch, or any state agency.
  - b. Provide the Division of Library and Information Services (DIVISION) with statistical, narrative, financial, and other reports as requested.
  - c. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this agreement.
  - d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.
  - e. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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In connection with the audit requirements addressed in part e., paragraph 1, the Grantee shall ensure that the audit complies with the requirements of Section 2 15.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Grantee expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the grantee expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, Florida Statutes, (the Florida Single Audit Act) and related documents may be found at <u>www.fsaa.state.fl.us</u>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Grantee directly to each of the following:

A. The Department of State at the following addresses:

Department of State Grants Office Division of Library and Information Services R. A. Gray Building, 2nd Floor 500 South Bronough Street Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

f. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

#### II. The DIVISION agrees to:

a. Provide a grant in accordance with the terms of this agreement in consideration of the Grantee's performance hereinunder, and contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the Grantee beyond that already incurred by

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the termination date. In the event of a state revenue shortfall, Operating Grants shall be reduced in accordance with Section 257.195, Florida Statutes.

- b. Notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, Florida Statutes and guidelines for the State Aid to Libraries Grant Program.
- c. Distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Comptroller upon execution of the agreement. The remaining payment will be made by June 30.
- III. The Grantee and the DIVISION mutually agree that:
  - a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
  - b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
  - c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
  - d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
  - e. The DIVISION shall unilaterally cancel this agreement if the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, *Florida Statutes*.
  - f. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest, or cost of collection.
  - g. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee.
  - h. The Grantee, other than a Grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities

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performed under this agreement and shall investigate all claims at its own expense.

- i. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- j. The Grantee, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- k. The Grantee shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to section 20.60, Florida Statutes, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- 1. This agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the DIVISION.
- m. This agreement shall be terminated by the DIVISION because of failure of the Grantee to fulfill its obligations under the agreement in a timely and satisfactory manner unless the Grantee demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by Grantee shall be determined by the DIVISION, based on the terms and conditions imposed on the Grantee in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide Grantee a written notice of default letter. Grantee shall have 15 calendar days to cure the default. If the default is not cured by Grantee within the stated period, the DIVISION shall terminate this agreement, unless the Grantee demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the Grantee's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

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- n. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the Grantee, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.
- IV.

The term of this agreement will commence on the date of execution of the grant agreement.

#### THE APPLICANT/GRANTEE

#### THE DIVISION

Chairman, Palm Beach County Board of County Commissioners

Tony Masilotti Typed Name

Date

Approved as to terms and conditions John J. Callahan, Director, PBC Library System

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

06

**County Attomey** 

Clerk of Circuit Court or Chief Financial Officer Witness

Typed Name and Title of Official

Florida Department of State Division of Library and Information Services

Typed Name

Date

Date

Date

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#### FLORIDA DEPARTMENT OF STATE DIVISION OF LIBRARY AND INFORMATION SERVICES

#### 2006-2007 STATE AID TO LIBRARIES GRANT APPLICATION Certification of Credentials - Single Library Administrative Head File by October 1, 2006

#### The <u>Palm Beach County Board of County Commissioners</u> (name of library governing body)

governing body for the <u>Palm Beach County Library System</u> (name of library)

hereby certifies that the incumbent single library administrative head,

John J. Callahan III (name of incumbent)

- Has completed a library education program accredited by the American Library Association; and
- Has at least two years full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of 40 hours per week.

#### Signature

Chairman, Palm Beach County Board of County Commissioners

<u>Tony Masilotti</u> Typed Name

Date 5 to terms and conditions

John J. Ceillinar, Director, PBC Library System <u>8</u> 15/06 Date APPROVED AS TO FORM AND LEGAL SUFFICIENCY

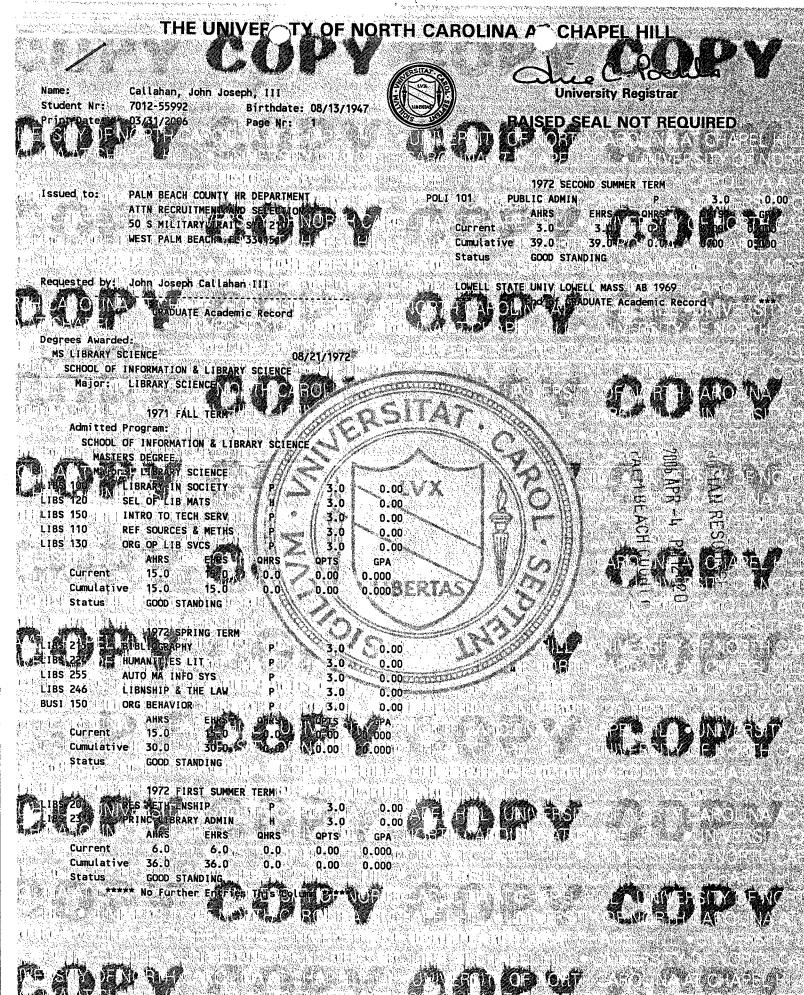
County Attorney

Clerk of Circuit Court or Chief Financial Officer Witness

Typed Name and Title of Official

Date

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#### JOHN J. CALLAHAN III

2649 Florida Blvd. #118 Delray Beach, FL 33483

Mobile: 561-654-4007 Office: 561-266-9488 E-mail:john.callahan@delraylibrary.org

#### **EDUCATION**

B. A. English, Lowell State College, Lowell, MA.

Virginia State Library Fellowship.

M.S.L.S., University of North Carolina, Chapel Hill.

Library Administrator's Development Program, University of Maryland.

Executive Fellows Leadership Development Program, Institute of Government, University of South Florida. Third Annual Leadership Institute: Managing Technology in Public Libraries, University of Maryland. Fifth Annual Leadership Institute: Managing Technology's Challenges & Opportunities, U. of Maryland. Leadership Delray.

Leadership Development Program, Center for Creative Leadership, Greensboro, N.C.

#### **PROFESSIONAL AFFILIATIONS**

American Library Association, Public Library Association, Library Administration & Management Association, Florida Library Association, Florida Library Network Council, Delray Beach Chamber of Commerce, Library Cooperative of the Palm Beaches, Rotary Club of Delray Beach. MILITARY SERVICE

Vietnam Era Veteran, Honorable Discharge, U.S. Naval Reserve, Rank: Lt. (jg).

#### **PROFESSIONAL EXPERIENCE**

#### April 1999 - Present

LIBRARY DIRECTOR/ EXECUTIVE VICE-PRESIDENT – Delray Beach Public Library Association, Inc.

Direct the operations of the Delray Beach Public Library Association, a non- profit 501c(3) corporation, which provides public library service for the 64,000 residents of the City of Delray Beach, Florida. The Association is governed by a twelve member Board of Directors with a budget of \$1.8 million and a staff of 24.4 FTE plus 80 volunteers. Responsible for budget preparation and defense, human resource management, private fund raising, grant writing, community interaction, planning, design & construction for new 47,000-sq. ft. library opened in January 2006, technology acquisition including state of the art RFID, self check and automated sorting. The Delray Beach Public Library was recently named by City Link Magazine as the Best Library in Palm Beach County. Authored successful \$500,000 library construction grant from the State of Florida and \$600,000 in additional grants from private foundations. Raised \$12.5 million with over 70% from private sources to fund the construction and equipping of the new library.

#### **January 1996 – April 1999**

# ASSISTANT CITY LIBRARIAN - Newport Beach Public Library

Under the supervision of the Community Services Director serve as Chief Operating Officer for a public library system consisting of a 54,000 sq. ft. Central Library and three branches with 130 full and part-time employees, over 100 volunteers, and a budget of \$3.8 million serving a city of 70,000 residents. Responsible for budget preparation and defense, human resource management, annual plan of service delivery, capital planning, contract negotiation and acquisition of technology. Liaison with Friends of the Library, Newport Beach Public Library Foundation Board, and the Library Board of Trustees.

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## January 1991 - January 1996

# LIBRARY SERVICES DIRECTOR - Hernando County Public Library System, Brooksville FL.

Under the supervision of the Board of County Commissioners and the County Administrator direct all activities of the Hernando County Public Library System with six locations, 38 paid employees, over 50 volunteers and a budget of \$1.75 million. Wrote successful grant applications worth \$512,000 in 1994 alone. Prepared RFP and selected vendor for Hernando County's first automated library system. Successfully managed staff and public transition to automated systems. Managed campaign for passage of library bond referendum. Built a 7700 sq. ft. addition to an existing branch, opened a storefront branch for the underserved eastern part of the county, and with design firm prepared plans for a new 40,000 sq. ft. headquarters library.

#### October 1984 - January 1991

# LIBRARY SUPPORT SERVICES ADMINISTRATOR - Virginia Beach Public Library System, Virginia Beach, VA.

Function as Assistant Director for Support Services. Responsible for management of all support services agencies of the Virginia Beach Public Library System, the largest city library system in Virginia, including Collection Management, Automated Services, and Cataloging and Processing with 30 employees and expenditures of \$3.01 million. The division selects, acquires, and processes over 50,000 items per year and maintains a growing bibliographic database of over 650,000 items. Re-negotiated first-generation circulation system contract and managed CPU upgrade. Prepared RFP's and specifications, evaluated responses, selected vendors, and negotiated contracts for \$750,000 second generation automated bibliographic control system, material security system, and \$1.6 million, 100,000-volume Central Library opening day book collection. Serve as a member of four-person departmental management team.

#### May 1984 - October 1984

# HEAD, TECHNICAL & AUTOMATED SERVICES

Managed all operations of the Technical & Automated Services Division with a staff of 17 and a budget of \$584,000. Established and supervised a delinquent accounts collection office. Successfully utilized automation to reassign tasks to appropriate level employees and greatly increased productivity.

#### June 1983 - July 1984

# PROJECT DIRECTOR, AUTOMATED LIBRARY INFORMATION SYSTEM (ALIS)

Conducted cost benefit analysis and participated with consultant in preparation of the RFP, evaluation of bids and vendor selection. Coordinated training of 108 staff and system operators. Successfully implemented and managed a \$400,000 system serving five area libraries and three support divisions.

#### September 1975 - May 1984

# SUPERVISING LIBRARIAN, GREAT NECK AREA LIBRARY

Managed 10,000 sq. ft., 45,000-volume library with a circulation of 20,000 monthly, staff of 11, and a budget of \$245,000 including \$65,000 for acquisitions. Selected all materials including 20,000 volume opening day collection and local art and sculpture collections. Liaison with architectural firm and other city agencies on all phases of planning and design from pre-construction to opening. Coordinated ordering of all furnishings and monitored their arrival and set-up. Overcame poor visibility of location through aggressive programming, public relations, and responsive collection building and built library use to the highest per capita circulation in the city.

#### January 1974 - August 1976

# SUPERVISING LIBRARIAN, KEMPSVILLE AREA LIBRARY

Managed the city's busiest area library serving a population of 90,000. Reorganized staff to increase productivity and raise low morale.

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#### August 1972 - January 1974 EXTENSION SERVICES LIBRARIAN

Established and administered the Extension Services Division encompassing bookmobile service to a city of 312 sq. miles and services to jails, detention centers, hospitals, nursing homes, and other outreach services. Administered \$10,000 LEAA grant to provide library service to the City Jail. Served as department liaison with citizen groups and other city departments concerning library services. With consultant prepared specifications for new bookmobile.

# ADDITIONAL LIBRARY DESIGN & CONSTRUCTION EXPERIENCE

Delray Beach, FL - Completed site acquisition, design & construction for new 47,000 sq. ft. library opening in Janaury 2006 to replace the existing 55 year old main library.

Newport Beach, CA - Completed the remodeling of the system's oldest branch library, the Balboa Branch including refurbishing and modernization.

Hernando County, FL - Completed 7700-sq. ft. expansion of the West Hernando Branch Library. Opened a 4000 sq. ft. storefront branch library for East Hernando. Completed plans and construction drawings for a new 40,000-sq. ft. state of the art headquarters library.

Virginia Beach, VA - Was instrumental in the expansion of two branch libraries, construction of four new branch libraries of 3,000 to 23,000 sq. ft., and was a principal planner for the construction of a 95,000 sq. ft. Central Library with primary responsibility for all planning concerning automated systems, telecommunications, and security systems.