

PLEASE RETURN TO:
Mary L. Chambers, MMC
City Clerk
P.O. Drawer 1300, Suite 253
Pompano Beach, FL 33061

AGREEMENT

among

BROWARD COUNTY

and

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

and

CITY OF POMPANO BEACH

for

**PROGRAMMING, DESIGN AND CONSTRUCTION
OF LIBRARY FACILITY**

Table of Contents

AGREEMENT.....	1
ARTICLE 1 <u>DESCRIPTION OF LAND AND LEASE</u>	2
ARTICLE 2 <u>PROJECT DESCRIPTION</u>	3
ARTICLE 3 <u>COMPENSATION, FUNDING AND METHOD OF PAYMENT FOR THE COUNTY LIBRARY FACILITY</u>	3
ARTICLE 4 <u>CONSTRUCTION</u>	6
ARTICLE 5 <u>CONSTRUCTION CLAIMS</u>	9
ARTICLE 6 <u>PREVAILING WAGE RATE</u>	9
ARTICLE 7 <u>CHANGE ORDERS/AMENDMENTS</u>	10
ARTICLE 8 <u>USE OF PREMISES</u>	10
ARTICLE 9 <u>PUBLIC ART AND DESIGN PROGRAM</u>	11
ARTICLE 10 <u>PUBLICITY</u>	14
ARTICLE 11 <u>CBE COMPLIANCE</u>	14
ARTICLE 12 <u>ASSIGNMENT AND PERFORMANCE</u>	17
ARTICLE 13 <u>NOTICES</u>	17
ARTICLE 14 <u>WARRANTIES</u>	19
ARTICLE 15 <u>DEFAULT</u>	19
ARTICLE 16 <u>ENVIRONMENTAL CONTAMINATION</u>	19
ARTICLE 17 <u>BONDING</u>	20
ARTICLE 18 <u>INSURANCE, SOVEREIGN IMMUNITY AND LIABILITY</u>	20
ARTICLE 19 <u>INSURANCE REQUIRED OF DESIGN-CONSTRUCTION TEAM</u>	20
ARTICLE 20 <u>HOLD HARMLESS CLAUSE</u>	24
ARTICLE 21 <u>CONFLICT RESOLUTION</u>	24
ARTICLE 22 <u>THIRD PARTY RIGHTS</u>	25
ARTICLE 23 <u>TERMINATION</u>	26
ARTICLE 24 <u>OWNERSHIP OF DOCUMENTS</u>	27
ARTICLE 25 <u>EEO COMPLIANCE</u>	27
ARTICLE 26 <u>AUDIT RIGHT AND RETENTION OF RECORDS</u>	28

ARTICLE 27 <u>SUCCESSORS</u>	29
ARTICLE 28 <u>SURVIVAL OF OBLIGATIONS</u>	29
ARTICLE 29. <u>MATERIALITY AND WAIVER OF BREACH</u>	29
ARTICLE 30 <u>COMPLIANCE WITH LAWS</u>	29
ARTICLE 31 <u>SEVERANCE</u>	29
ARTICLE 32 <u>JOINT PREPARATION</u>	29
ARTICLE 33 <u>PRIORITY OF PROVISIONS</u>	30
ARTICLE 34 <u>JURISDICTION, VENUE, WAIVER OF JURY TRIAL</u>	30
ARTICLE 35 <u>AMENDMENTS</u>	30
ARTICLE 36 <u>PRIOR AGREEMENTS</u>	30

INDEX OF EXHIBITS

Exhibit

- 1 Aerial photo of Property to be developed as Civic Campus
- 2 Library Facility Lease
- 3 Work Letter for Design and Construction Services
- 4 Prevailing Wage Ordinance No. 83-72
- 5 Public Arts and Design Ordinance No. 2011-2
- 6 Agreement between COUNTY and ARTIST
- 7 County Business Enterprise Ordinance No. 2009-40

AGREEMENT

among

BROWARD COUNTY

and

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

and

CITY OF POMPANO BEACH

for

PROGRAMMING, DESIGN AND CONSTRUCTION OF A LIBRARY FACILITY

This is an Interlocal Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida, its successors and assigns ("COUNTY"), through its Board of County Commissioners, the Pompano Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, its successors and assigns ("CRA"), and the City of Pompano Beach, a Florida municipal corporation, its successors and assigns ("CITY), all of which are singularly or collectively referred to herein as the "Party(ies)."

WHEREAS, this Agreement replaces in its entirety the former Agreement between COUNTY and CITY for Conveyance of Property for Public Library dated October 18, 2007, as twice amended;

WHEREAS, the CITY presently owns and intends to develop as a Civic Campus those certain vacant real properties within its corporate limits described in Exhibit 1 (the "Property");

WHEREAS, the COUNTY has budgeted and appropriated Seven Million Two Hundred Thirty-Three Thousand Two Hundred Sixty-Four Dollars (\$7,233,264.00) for design, programming and construction in the City of Pompano Beach of an approximately 25,000 to 30,000 gross square foot public library together with one hundred thirty (130) dedicated parking spaces and the appurtenances as specified hereinafter (collectively the "Library Facility") to replace the existing public library located at 1213 East Atlantic Boulevard, Pompano Beach, FL 33060; and

WHEREAS, utilizing the aforementioned COUNTY funds, the Parties desire to construct parking for the library and a building, both to be owned by the CITY on a portion of the Property, the ground floor of the building which shall be leased to the COUNTY for use as the Library Facility for a fifty (50) year term pursuant to the fifty (50) year Lease Agreement (the "Lease") attached hereto and made a part hereof as Exhibit 2;

WHEREAS, the City may desire to fund and construct an approximately 25,000 to 30,000 gross square foot second floor onto the Library Facility building to be utilized by CITY as the Pompano Beach Cultural Center ("PBCC") in a manner at all times compatible with the Library Facility use;

WHEREAS, the CRA and CITY have agreed to program, design and construct the Library Facility and the proposed PBCC, either or both of which singularly or collectively constitute the "Project"; and

WHEREAS, the COUNTY has no objection to the foregoing PBCC construction and cultural use provided the CITY has formally budgeted and approved the funding required to program, design and construct the PBCC prior to the Phase II Design Development for the Library Facility and said development and subsequent cultural use is otherwise carried out in accordance with the terms of this Agreement and the Lease and the Work Letter for Design and Construction Services attached hereto and made a part hereof as Exhibits 2 and 3, respectively.

NOW, THEREFORE, In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1
DESCRIPTION OF LAND AND LEASE

CITY agrees to lease the Library Facility to COUNTY for one dollar (\$1.00) per year in accordance with the Lease attached hereto as Exhibit 2.

CITY shall deliver copies of available information relating to the Property including its Master Plan for the Property boundary and site surveys, utility location drawings, soil borings, environmental reports, "as-built" documentation of existing structures, and other similar documentation concerning the Property, which are in records currently held by CITY. The CITY shall not be obligated to obtain, create or draft such documents if such are not within its possession or control.

The Lease shall contain documentation whereby the CITY shall grant to COUNTY and any successors in title to the Library Facility, its tenants and their respective employees, patrons, licensees, invitees, and guests, a perpetual, non-exclusive easement of ingress and egress more particularly described in Lease as the Access Easement Agreement, upon, over, and across Property, for the purposes of access and parking on the Library Site, for loading and unloading, and dumpster uses.

In addition, the Lease shall provide that the CITY is to provide a non-exclusive Parking Lot Easement Agreement for 130 dedicated vehicular parking spaces.

ARTICLE 2
PROJECT DESCRIPTION

In accordance with the terms of this Agreement and the Work Letter for Design and Construction Services attached as Exhibit "3", the CRA and CITY hereby agree to program, design and construct the Library Facility in consideration of \$7,233,264 to be paid by COUNTY (in accordance with Article 3) and the proposed PBCC to be financed by the CITY, either or both of which singularly or collectively constitute the "Project".

The Parties desire to construct a building to be owned by the CITY on a portion of the Property, the ground floor of which shall be leased for a fifty (50) year term to COUNTY as the Library Facility, which includes one hundred thirty (130) dedicated parking spaces and certain appurtenances.

In addition, the CITY may desire to fund and construct an approximately 25,000 to 30,000 gross square foot second floor onto the Library Facility to be utilized for cultural or educational purposes as the PBCC in a manner at all times compatible with the Library Facility use;

ARTICLE 3
COMPENSATION, FUNDING AND METHOD OF PAYMENT
FOR THE COUNTY LIBRARY FACILITY

3.1 COUNTY, CITY and CRA agree that the compensation, funding and method of payment for the funding of the programming, design and construction costs for the Library Facility shall be governed by the provisions set forth in Article 3 herein and the Work Letter attached as Exhibit 3. Further, in the event the CITY decides not to move forward with the Library Facility, the CITY shall reimburse the COUNTY for design fees and other out-of-pocket expenses that resulted in developing the construction documents to build the Library Facility.

3.1.1 The COUNTY has budgeted the funds for programming, design and construction of the Library Facility, including furniture, fixtures, equipment and collection(s) for the library, Public Art and Design Program and other project costs accruable to COUNTY.

3.1.2 COUNTY shall be solely responsible for providing the funds for artist's services and for purchase of the required artwork in compliance with the Public Art and Design Program's requirements for the Project. The budget for these expenses, \$70,000, is not included in the allocation to the CITY for programming, design and construction of the Library Facility.

3.1.3 The Lump Sum compensation includes any and all costs (including inflation) for the CITY and the design and construction team for the Project consisting of consultants and contractors (collectively the "Design-Construction Team") to comply with the terms of this Agreement, including but not limited to the Prevailing Wage Ordinance requirement and the County Business Enterprise ("CBE") goals requirements.

3.2 LIBRARY FACILITY

3.2.1 The COUNTY shall pay CITY the Lump Sum Compensation pursuant to the payment schedule 3.3.3 of this Agreement. The Parties agree that the Lump Sum Compensation represents the total compensation that will be paid to CITY for the following, including but not limited to, the programming, design and construction of the Library Facility, site development and improvements, signage for the Library Facility, any roadway or right-of-way improvements made necessary by the programming, design and construction of the Library Facility, and any necessary cross-access and cross-parking easements.

3.2.2 Any increases in the costs of the Project to design necessities, changes in scope, construction necessities, inflation, unforeseen conditions, damages or Acts of God shall be the sole responsibility of CITY, including all cost overruns as a result of such conditions and/or actions except where such increases are the result of delay or changes caused by COUNTY and are not related to any action of CITY. Any costs associated with delay caused solely by COUNTY, or change orders requested by COUNTY, which are not related to actions of CITY and the Design-Construction Team shall be the sole responsibility of the COUNTY.

3.2.3 COUNTY shall be responsible for acquiring its own furniture, fixtures, equipment and collection(s) for the 25,000 to 30,000 square foot Library Facility. The budget for these expenses, \$2,840,000 is not included in the allocation to the CITY for programming, design and construction of the Library Facility.

3.2.4 CITY shall use the PBCC for cultural or educational activities, as well as any compatible other uses mutually agreed upon by the COUNTY and CITY. CITY shall finish the PBCC as necessary for its intended purposes including, but not limited to, the provision of furnishings, fixtures and equipment.

3.3 PAYMENT OF LUMP SUM COMPENSATION TO CITY

3.3.1 COUNTY agrees to pay CITY the Lump Sum Compensation as compensation for performance of all services required under the terms of

this Agreement. It is understood that the method of compensation is that of Lump Sum, which means that CITY and CRA shall perform all services set forth herein for total compensation in the amount stated above.

3.3.2 CITY acknowledges and agrees that the Lump Sum compensation includes any and all reimbursable expenses. COUNTY shall not pay CITY or CRA any additional sum for reimbursable expenses, if any.

3.3.3 The Lump Sum Compensation shall be paid out in accordance with a Preliminary Payment Schedule mutually agreed upon in writing by the COUNTY and CITY's Contract Administrators as defined in the Work Letter for Design and Construction Services, within sixty (60) days of execution of this Agreement.

3.3.4 METHOD OF BILLING: Lump Sum Compensation

CITY shall submit billings, which are identified by the specific project number and name on a monthly basis in a timely manner. These billings shall identify the nature of the work performed, the phase or schedule of work, and the estimated percentage of work accomplished. Billings for each phase or schedule shall only be for the Library Facility portion of the Project and shall not exceed the amounts allocated to said phase or schedule pursuant to the Payment Schedule. Billings shall also indicate the cumulative amount of CBE participation to date. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CITY shall provide backup for past and current invoices.

3.3.5 METHOD OF PAYMENT: Lump Sum Compensation

3.3.5.1 COUNTY shall pay CITY within thirty (30) calendar days from receipt of CITY's proper statement, as defined by COUNTY's Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such statement. When the services to be performed on each phase or schedule of the Library Facility are fifty percent (50%) complete and upon written request by CITY's Contract Administrator and written approval by the COUNTY's Contract Administrator that the Library Facility is progressing in a satisfactory manner, the COUNTY's Contract Administrator, in his or her sole discretion, may authorize that subsequent payments for each phase or schedule may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements.

3.3.5.2 Upon CITY's satisfactory completion of each phase or schedule and after the COUNTY's Contract Administrator review and approval, COUNTY shall remit to CITY that ten percent (10%)

or five percent (5%) portion of the amounts previously withheld. Final payment for the Library Facility must be approved in writing by the COUNTY's Contract Administrator.

3.3.5.3 Payment will be made payable to "City of Pompano Beach" and forwarded to CITY as follows:

Public Works Director
1201 NE 5th Avenue
Pompano Beach, Florida 33060

3.3.6 As more specifically provided in any agreements for programming design, construction or other related services between the CRA, CITY and the Design-Construction Team, the CITY shall be solely responsible for all payments to the Design-Construction Team and/or its sub-consultants or subcontractors, if any. CITY shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from the COUNTY for such subcontracted work or supplies. CITY agrees that if it withholds an amount as retainage from its subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY, or within thirty (30) days after the subcontractor has satisfactorily completed its work, whichever shall first occur.

3.3.7 CRA and CITY shall pay for or provide in kind services in the form of providing staff, equipment and other material for project management services including CRA's Project Director, CITY's Contract Administrator, and any other personnel necessary to administer and manage the programming, design, development, and construction phases of the Project, at no cost to COUNTY; provided, however, the COUNTY shall cooperate with the CRA and CITY in supervision of the Design Consultant.

3.3.8 The Lump Sum Compensation paid to the CITY pursuant to this Article shall be exclusive of the costs to the COUNTY for the COUNTY's public art contribution for the Project.

3.3.9 All payments pursuant to this Article shall be received by the designated party on or before the scheduled date of the payment. Failure to make such timely payment shall require the applicable written notice of breach and a thirty (30) days' opportunity to cure.

ARTICLE 4 CONSTRUCTION

4.1 CRA and CITY hereby agree to program, design and construct upon the Property, the Project consisting of an up to 60,000 square foot public Library

Facility/PBCC together with parking, lighting, landscaping, ingress and egress, in accordance with the terms of this Agreement and the Work Letter for Design and Construction Services attached hereto and made a part hereof as Exhibit 3, provided, however, the COUNTY shall cooperate with the CITY in the supervision and construction of the Library Facility. CITY shall work with all reasonable diligence to complete construction of the Library Facility. CRA and CITY agree and shall comply with all of COUNTY's legal requirements, including, without limitation, COUNTY's Business Enterprise ("CBE"), Prevailing Wage Rate and Public Arts and Design Ordinances, as have been and as may be amended from time to time.

4.2 Additionally, in connection with the Library Facility use, CRA and CITY agree to program, design, and construct a parking lot with a minimum of 130 dedicated parking spaces on the Property for the patrons, staff, and service personnel of the Library Facility during normal operating hours; the farthest point of which shall not exceed 300 feet from the Library Facility. Such parking shall be located on surface lots until such time, if ever, a parking garage is constructed on the Property, which parking within the garage shall be located within 250 feet of the Library Facility, situate on the lowest floors of the garage and able to provide the COUNTY with an equivalent number of dedicated parking spaces. The Parking, whether in a parking lot or in a garage, shall be at no additional cost to the COUNTY other than the original cost allocated from the amounts paid to the CITY per the Interlocal Agreement. CITY shall designate 130 and enforce reserved parking for COUNTY's employees who work at the Library to the same extent that reserved parking is designated and enforced for CITY's officials and employees who work at the City Hall. Such designated parking shall be located as close as is practical to the Library Facility subject to applicable law and Code requirements.

4.3 The Parties acknowledge and agree that the COUNTY originally intended to construct a single story community library on the Property and that the contemplated second floor PBCC is being designed and constructed for use by the CITY. The intent of the Parties is that the PBCC space be designed in such a manner as to, where possible, isolate telecommunications, telephone, cable, and computer (collectively, the "Building Systems") so that the PBCC space can function independently from the Library Facility on the first floor. Without limiting the foregoing, the overall design and construction of the Project shall be accomplished in such a manner so that the Building Systems of both the Library Facility and the PBCC have adequate capacity.

4.4 Prior to the commencement of schematic design of the Project, CRA and CITY shall submit to COUNTY for review and approval, a finalized Building Program documenting functional spaces, providing conceptual arrangements of interior building elements and adjacencies, and conceptual site plans illustrating the Project's relationship to the Parking, general parking, street, and other building elements attendant to development of the Property.

4.5 Following approval of the final Building Program, CRA and CITY shall submit to COUNTY for review and approval, plans and specifications including a site

plan consistent with the Conceptual Plan for and through all phases of Project design and construction (e.g., schematic, design development, and construction) and such written approval shall not be unreasonably withheld or delayed. Once any plans and specifications receive written approval of the COUNTY, such plans and specifications shall be deemed "Approved Plans" under this Agreement.

4.6 COUNTY approval of the final Building Program for the Project and any plans, specifications, site plans, designs or other documents submitted to the COUNTY pursuant to the terms and conditions of this Agreement shall not constitute a representation or warranty that such comply with all applicable laws, ordinances, rules, and building code regulations and procedures, including the Comprehensive Plan and the CITY's Land Development Code, it being expressly understood that the responsibility therefore shall at all times remain with CRA and CITY. COUNTY acknowledges, however, that any use of the Library Facility shall be subject to, and conform with, the Comprehensive Plan and all zoning and land use regulations of the CITY as may be amended or superseded from time to time, including, but not limited to the payment of any application, impact, concurrency, building and any equivalent residential connection fees.

The CITY shall be responsible for obtaining all governmental approvals applicable to the Project, including, but not limited to, the CITY's site plan review and approval procedures, and applicable building codes and all permits and approvals from all governmental agencies having jurisdiction over the Property for the Project and Parking to be constructed by CITY, including but not limited to departments, divisions or offices of the State of Florida, COUNTY, CITY, and the federal government Other than the Permitted Changes defined in Article 4.7 below, no changes or alterations shall be made to any Approved Plans without COUNTY prior written approval which shall not be unreasonably withheld or delayed.

4.7 The CITY shall be permitted to make Permitted Changes without the COUNTY's approval. A "Permitted Change" shall mean: (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) a change required by failure of the Approved Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of the Project; and, (iv) a change which is made to correct inconsistencies in various plans and specifications.

The CITY and the Design-Construction Team shall meet with the COUNTY staff in periodically scheduled meetings to assess the current status of completion.

4.8 Within one hundred twenty (120) days after the date a Certificate of Occupancy or Use, as applicable, is issued for the Project, CITY shall provide the COUNTY with a complete set of "as built" plans and specifications, for the entire Library Facility and/or PBCC, as applicable, including Mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an

AUTOCAD format that meets the COUNTY's graphic standards of the "as-constructed" or "record" plans. All "as built" plans submitted by CITY must show the square footage of the Library Facility or PBCC, as applicable.

4.9 The Parties shall develop a schedule that is predicated on CITY's provision of infrastructure, utilities, roadways and other site improvements necessary to provide a Certificate of Occupancy for the Project. The aforesaid schedule shall take into account that the first phase of construction will include the Library Facility/PBCC and all other on-site and off-site improvements necessary to obtain a Certificate of Occupancy.

4.10 All items purchased through the CRA and CITY must have full express warranty for parts, labor and service.

ARTICLE 5 CONSTRUCTION CLAIMS

CITY shall pay, when due, all claims for labor or materials furnished to or for the Project at or for use at the Property, which claims are or may be secured by any mechanics' or material person's lien against the Property, including the Library Facility or any interest therein. The CITY's Contract Administrator shall give COUNTY's Contract Administrator not less than ten (10) days' written notice prior to the commencement of any construction work on the Property or Project and COUNTY's shall have the right to post notices of COUNTY's non-responsibility in or on such Premises as provided by law. If CITY's Contract Administrator shall, in good faith, contest the validity of any such lien, claim or demand, then to the extent permitted by law, CITY shall, at its expense, defend itself and COUNTY against same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the COUNTY, CITY, the Property or the Project. COUNTY, through its Contract Administrator or County Administrator may, at its sole option, require CITY to have its contractor furnish to COUNTY a surety bond or other acceptable security satisfactory to COUNTY's Contract Administrator or County Administrator in an amount equal to one hundred (100%) percent of the amount of such contested lien, claim or demand indemnifying or protecting COUNTY and CITY, to the extent permitted by law, against liability for the same and holding the Property, including the Library Facility, free from the effect of such lien or claim.

ARTICLE 6 PREVAILING WAGE RATE

The Parties agree Broward County Ordinance No. 83-72 (Exhibit 4), as may be amended from time to time, shall apply to the construction work to be provided by CITY as to the COUNTY's Library Facility, through the Design-Construction Team, as stated more fully herein. COUNTY and CITY agree that Broward County Prevailing Wage Ordinance shall apply to the construction of the Library Facility. The COUNTY's

Prevailing Wage Ordinance No. 83-72 provides in part, specifically Section 1, as follows:

Every construction contract in excess of \$250,000 to which Broward County is a party shall include a provision that the rate of wage and fringe benefits, or cash equivalent, for all laborers, mechanics, and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalents for similar skills or classifications of work as established by the federal register, in Broward County, Florida.

The Parties agree that Broward County's Prevailing Wage Ordinance No. 83-72 applies to the construction services for the Library Facility and shall be complied with by CITY and the Design-Construction Team. CITY shall include a statement containing similar language as set forth herein in its contract with its Design-Construction Team providing construction services for the Project which will be jointly funded by COUNTY's Library Bond and CITY and CRA funding. CITY shall also require the Design-Construction Team to include a statement containing similar language in its contract(s) with any subcontractor(s), providing construction services for the Project.

ARTICLE 7 CHANGE ORDERS/AMENDMENTS

All Parties shall be solely responsible for costs of change orders issued at their respective request not relating to soil conditions or actions or inactions of CITY, CRA and/or the Design-Construction Team.

ARTICLE 8 USE OF PREMISES

The Project shall be used in accordance with the permitted uses in the Lease. While the Lease Agreement is in effect, the COUNTY shall use the Library Facility for library purposes and agrees to operate the Library as part of a COUNTY public library system which shall include, but not be limited to, providing library staff, library books, library materials, library equipment, and library services and other ancillary governmental uses. COUNTY shall be responsible for the costs of operating and maintaining the Library Facility. In the event COUNTY uses the Library Facility for principally other than library purposes, CITY shall have the right to give written notice to COUNTY demanding discontinuation of the improper use. If COUNTY does not discontinue the improper use within thirty (30) days after it receives the notice from CITY, this Agreement shall terminate and the Library Facility shall revert to CITY.

In addition, the Project may also include an approximately 25,000 to 30,000 gross square foot second floor to be utilized as the PBCC for cultural and educational purposes in a manner at all times compatible with the Library Facility use.

ARTICLE 9
PUBLIC ART AND DESIGN PROGRAM

9.1 The CITY and CRA acknowledge that the COUNTY has a Public Arts and Design Program ("Public Art Program") established and codified in Broward County Code, Section 1-88 as amended. The purpose of the Public Art Program is to integrate art into capital projects and to integrate artists' design concepts into the overall design project. All Parties acknowledge that only the Library Facility (and not the PBCC) is subject to the aforesaid Public Art Program and that the COUNTY has selected an Artist for the Library Facility through an independent process administered by the Broward County Cultural Division. The artwork shall be functionally integrated and shall meet the criteria defined in Section 1-88 (as amended).

9.2 The Public Art Program requires appropriations for COUNTY's capital improvement projects of up to two percent (2%) of eligible construction costs, including design and construction costs, to be used for artist design services and for acquisition of artwork unless otherwise authorized by Board action. COUNTY's contribution for the Library Facility is as provided for in Article 1 of this Agreement. The CRA and CITY shall cooperate and ensure coordination between the Design-Construction Team and COUNTY and COUNTY's Artist in order to comply with the Public Art Program requirements for the Library Facility.

9.3 The CITY and CRA shall ensure the Design-Construction Team and others performing services for the Library Facility, will be made aware of the COUNTY's Public Art Program and the requirement of working with the COUNTY's Artist. The CITY, CRA and the Design-Construction Team shall (i) cooperate with Artist, in writing, of all design meetings and provide Artist with a schedule of milestone dates; and (ii) provide work space for Artist during the preliminary design phases. The Artist's and the COUNTY's Contract Administrator's written approval is required before the use of any artwork design proposal. Additionally, the approval of the Broward County Board of County Commissioners may be required of the artwork design proposal before use of any artwork design proposal for fabrication and installation and prior to commencement of fabrication and installation.

9.4. Upon completion of artwork installation, the Contract Administrators for the COUNTY, CITY, Public Art Program shall conduct an inspection of the artwork and artwork site together and note any remaining incomplete items on a "Sign-Off Letter" executed by the ARTIST and the Contract Administrators for the COUNTY, CITY and Public Art Program.

9.5 CITY shall provide the COUNTY's Contract Administrator with written notice of completion of the artwork installation prior to the COUNTY's issuance of the conservation funds to the CITY.

The COUNTY will convey conservation funds in the amount of Ten Thousand Five Hundred Dollars (\$10,500) to the CITY upon completion and installation of the

artwork and CITY shall notify COUNTY in writing that a separate account has been established for said funds. Conservation funds are to be reserved by CITY for conservation of the artwork and may not be used for routine maintenance or any other purpose not related to conservation. Maintenance includes insuring the artwork under the CITY's self-insurance or commercial insurance or both. The CITY and COUNTY's Contract Administrators shall develop a written procedure for maintenance and conservation based on the ARTIST'S recommendations.

All Parties acknowledge the ARTIST shall attribute the artwork to both the COUNTY's Public Art Program and the CITY. Subject to the provisions of the ARTIST's agreement, the CITY and COUNTY agree that video and still image photo-documentation may be used by the COUNTY, CITY, CRA, and ARTIST for educational, promotional, and non-commercial purposes. The CITY acknowledges and agrees that the COUNTY's ARTIST retains copyright to the artwork design and in the event said design is used without authorization by parties other than the CITY, CRA and COUNTY, the ARTIST shall have the right to pursue any and all legal remedies available to stop the unauthorized use subject to the provisions of the ARTIST's agreement.

9.6 In the event the artwork is sited exterior to, or on the exterior of, the Library Facility, the CITY will take title to the applicable artwork upon COUNTY's final payment to ARTIST, and thereafter CITY will be solely responsible for maintenance, conservation and fulfillment as will be defined by formal agreement between the CITY, COUNTY and ARTIST. In the event title to the artwork is transferred to the CITY, COUNTY shall assign the contract between the ARTIST and the COUNTY to CITY who shall agree to accept and perform and abide by all of the duties, obligations, ARTIST's rights and terms of the contract although COUNTY shall continue to have the right to use the artwork design for non-commercial purposes and for purposes of the Public Art Program, including its cataloging.

In the event the artwork is sited within the interior of the Library Facility and is not integrated into the interior of the Library Facility so as to become a permanent improvement to the Library Facility, the COUNTY will retain title to artwork, and thereafter COUNTY will be solely responsible for maintenance, conservation, and fulfillment as will be defined by formal agreement between the CITY, COUNTY and ARTIST and no conservation funds will be transferred by the COUNTY. If the artwork is integrated into the interior of the Library Facility and becomes a permanent improvement, title to the artwork shall transfer to the CITY and thereafter the CITY will be solely responsible for maintenance, conservation and fulfillment as will be defined by formal agreement between the CITY, COUNTY and ARTIST.

Once the COUNTY transfers title of the artwork to the CITY, the CITY will be solely responsible for its maintenance and conservation, including all subsequent expenses other than those agreed herein. The COUNTY shall provide CITY a copy of the complete artwork maintenance instructions titled "Cataloging Form" upon completion of artwork installation.

If, after the final completion of the artwork and transfer of the artwork to CITY, COUNTY observes that CITY is not adequately maintaining the artwork, so as to retain the integrity of the artistic design and construction, COUNTY's Contract Administrator shall notify CITY in writing of such deficiency. The notice will include a condition report and proposed treatment plan provided by COUNTY's contracted conservation professional (or other individual acting in such capacity). If the CITY does not resolve the issue within sixty (60) calendar days of issuance of said written notice, COUNTY is authorized to hire appropriate contractor(s) to correct the deficiency. COUNTY will require such contractor(s) to carry insurance, which will name CITY as an additional insured and the contractor will be required to indemnify the CITY to the extent that it indemnifies COUNTY. Both the conservation professional (or other individual acting in such capacity) and the repair contractor may be contractually subject to the Code of Ethics and Guidelines for Practice of the American Institute for Conservation of Historic and Artistic Works, as appropriate to the nature and extent of repairs. CITY shall reimburse COUNTY for the costs of such services, including an administration fee equal to fifteen percent (15%) of the total conservation expenses, within thirty (30) calendar days of COUNTY presenting a bill to CITY for same.

9.7 Once the artwork is completed and installed and title has transferred to the CITY, should the CITY desire to modify or change the artwork or artwork site, or wish to relocate it to another site, the CITY shall forward a written request to make said change before the fact to the Public Art Program's Contract Administrator. The Contract Administrator for the Public Art Program (in his or her sole discretion) shall review the request in a timely manner and respond in writing to the CITY within thirty (30) calendar days of receipt of the request.

9.8 In the event of damage or destruction of the artwork titled to CITY, the CITY shall be obligated to rebuild at the same site or restore the affected features of the artwork to the condition they were in prior to such damage or destruction. Thereafter, if CITY chooses to dispose of the artwork, COUNTY shall be offered first right of refusal to obtain the artwork at no cost to the COUNTY in consideration for the period of time used by the CITY. CITY shall provide COUNTY's representatives access to the artwork periodically for appraisal and condition review throughout its useful life as estimated by COUNTY's conservation specialist at the completion of the artwork.

9.9 CITY agrees that COUNTY shall prepare and install at COUNTY's expense, on or near the artwork, a permanent plaque or sign identifying the artwork. Further, all publications, media productions, and exhibit graphics concerning the artwork shall include the COUNTY's logo and the following statement in the same size, type, style, and location as credit to CITY.

"This Project is funded in part by Broward County through the
Broward County Board of County Commissioners."

ARTICLE 10
PUBLICITY

All Parties agree all advertisements, press releases or other type of publicity activities concerning the design and construction activities for the Library Facility, undertaken by CRA in connection with this Agreement shall wherever feasible, include the following statement:

Library Bond Dollars at Work,
A joint project of the Broward County Board of County Commissioners,
the Pompano Beach Community Redevelopment Agency,
and the City of Pompano Beach

ARTICLE 11
CBE COMPLIANCE

The CBE Program, which is implemented under County Business Enterprise Act of 2009 (Broward County Ordinance No. 2009-40, as may be amended from time to time), referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts.

In completing this Project, CRA and CITY agree to and shall comply with all applicable requirements of the CBE Program in the award and administration of the Agreement. Additionally, CRA and CITY agree to incorporate the CBE requirements into all contracts with its Design-Construction Team. Failure by CRA to carry out any of the CBE Program requirements shall constitute a material breach of this Agreement which shall permit COUNTY to terminate this Agreement or to exercise any other remedy available under this Agreement, under the Broward County Administrative Code, under the Broward County Code of Ordinances, or under applicable law, all of which remedies being cumulative.

CRA and CITY acknowledge that the Broward County Board of County Commissioners, acting by and through the Director of the Broward County Office of Equal Opportunity, may make minor administrative modifications to the CBE Program which shall become applicable to this Agreement if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to CITY and CRA and shall include a deadline to notify COUNTY if CITY or CRA concludes that the modification exceeds the authority of this Article. Failure of the CITY or CRA to timely notify COUNTY of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification.

11.1 COUNTY, acting by and through its Small Business Development Division, shall have the right to review each proposed amendment, extension, modification, or change order to this Agreement that, by itself or aggregated with previous amendments, extensions, modifications, or change orders increases the initial

Agreement price by ten percent (10%) or Fifty Thousand Dollars (\$50,000), whichever is less, for opportunities to include or increase the participation of CBE firms already involved in this Agreement. CRA and CITY shall make a good faith effort to include CBE firms in work resulting from any such amendment, extension, modification, or change order and shall report such efforts, along with evidence thereof, to the Small Business Development Division.

11.2 COUNTY, CITY and CRA agree that subcontract awards to CBE firms are crucial to the achievement of the Project's CBE participation goal. CRA and CITY understand that each CBE firm utilized on the Project to meet the participation goal must be certified by the Broward County Small Business Development Division. In an effort to assist COUNTY in achieving its established goal for this Project, CRA and CITY agree to meet the following CBE participation goal by requiring the Design-Construction Team to utilize CBE firms for the work and dollar values described in this Article.

Total CBE Goal	31 %
----------------	------

CRA and CITY may not terminate for convenience a certified CBE listed as a subcontractor without the COUNTY's prior written consent which shall not be unreasonably withheld. CRA and CITY shall inform COUNTY immediately when a CBE firm is not able to perform or if CRA or CITY believes the CBE firm should be replaced for any other reason, so that the Small Business Development Division may review and verify the good faith efforts of CRA or CITY to substitute the CBE firm with another CBE firm. Whenever a CBE firm is terminated for any reason, including cause, CRA and CITY shall make good faith efforts to find another CBE firm to perform the work required of the original CBE firm.

11.3 In performing services for the Project, CITY shall incorporate a Schedule of CBE Participation indicating participating CBE firms, addresses, scope of work, and dollar value in each of its design and construction contracts. CRA, CITY or the Design Construction Team shall enter into a formal contract with each CBE firm selected to fulfill the CBE participation goal for this Agreement and agree to provide copies of all said contracts to COUNTY's Contract Administrator and its Small Business Development Division. CRA, CITY and the Design-Construction Team shall not terminate a CBE firm listed on the Schedule of Participation without cause unless they have received COUNTY's prior written consent. CRA and CITY understand that each replacement CBE firm utilized on the Project to meet the participation goal must also be certified by COUNTY's Small Business Development Division,

11.4 CRA and CITY shall allow COUNTY to engage in on-site reviews to monitor CRA and CITY's progress in achieving and maintaining their contractual and CBE Program obligations. Such review and monitoring shall be by the COUNTY's Contract Administrator in conjunction with the Small Business Development Division. On five (5) business days' notice, COUNTY shall have access, without limitation, to CRA, CITY and Design-Construction Teams books and records, including payroll records, tax returns and records, and books of account, to allow COUNTY to determine

compliance with CRA and CITY's commitment to the CBE participation goal and the status of any CBE firm performing any portion of this Agreement.

11.5 CRA and CITY understand that it is the responsibility of the COUNTY's Contract Administrator and the Broward County Small Business Development Division to monitor compliance with the CBE requirements. In that regard, CITY agrees to furnish monthly reports regarding compliance with its CBE obligations to the COUNTY's Contract Administrator with its partial pay requests under Article 3 of this Agreement, which report shall, as a minimum, include all expenditures made to achieve compliance with the assigned CBE goal or other contractual conditions, including the name and business address of each CBE firm participating in this Agreement; a description of the work performed and/or product or service supplied by each CBE firm; the date and amount of each expenditure; and any other information requested by COUNTY's representative which may assist COUNTY in determining CRA and CITY's compliance with their contractual obligations, or which may assist in the implementation and enforcement of the Act. The submission of the report required by this subsection shall be a condition of payment to CITY. The monthly reports shall be submitted on a form which may be obtained at the Small Business Development Division. The first report shall be due at the end of the first month of the City's agreement with the Design-Construction Team.

11.6 In the event of CRA or CITY's noncompliance with their participation commitment to a CBE firm (including without limitation the unexcused reduction of the CBE firm's participation), the affected CBE firm shall have the right to the following remedies if the noncompliance is or was alleged to be due to no fault of the CBE firm, and alleged to be due to the willful action or omission of CRA or CITY:

11.6.1 The affected CBE firm shall be entitled to damages pursuant to its agreement with CRA and/or CITY.

11.6.2 If the CBE firm has the right to arbitrate and institutes arbitration proceedings claiming non-compliance with the Act by CRA or CITY, then in such event the CBE firm may submit the dispute to arbitration. However, arbitration shall not be available as to any dispute between CRA, CITY and COUNTY; nor shall COUNTY incur any cost, fee, or liability relative to any arbitration proceeding.

11.6.3 Nothing under this Subsection 11.6. shall be construed to limit the rights of and remedies available to COUNTY, including the right to seek its own damages pursuant to this Agreement.

11.7 CRA and CITY agree that nonpayment of a CBE subcontractor or CBE supplier shall be a material breach of this Agreement and that COUNTY's Contract Administrator may, at its option, increase allowable retainage or withhold progress payments unless and until CRA or CITY demonstrate timely payments of sums due to such subcontractors or suppliers. CRA and CITY agree that the presence of a "pay

when paid" provision in their contract with a CBE firm shall not preclude COUNTY or its representatives from inquiring into allegations of nonpayment. The foregoing remedies under this Subsection 11.7 shall not be employed when CRA or CITY demonstrate that failure to pay results from a bona fide dispute with its CBE subcontractor or supplier.

11.8 If CRA or CITY fail to comply with the requirements of this Agreement or fail to enforce CBE requirements in contracts with the Design-Construction Team, or the requirements of the County Business Enterprise Act of 2009, COUNTY shall have the right to exercise any administrative remedies provided by the Business Opportunity Act of 2004, or any other right or remedy provided in this Agreement or under applicable law, with all such rights and remedies being cumulative.

ARTICLE 12 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other two Parties. In addition, CRA and CITY shall not subcontract any portion of the work required by this Agreement except as provided in the Work Letter for Design and Construction Services (Exhibit 3). Any Party may terminate this Agreement, effective immediately, if any Party makes any assignment, or attempts to assign, transfer, or encumber any right or interest herein without both other Parties' written consent.

CRA and CITY represent that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CRA and CITY shall perform their duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CRA and CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

ARTICLE 13 NOTICES

Whenever a Party desires to give notice to the others, such notice must be in writing to COUNTY and CITY's Contract Administrators and the CRA's Project Director, sent by certified United States mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the Parties designate the following as their respective Contract Administrator(s) and Project Director.

FOR BROWARD COUNTY:

Director of Construction Management, Broward County Governmental Center,
County Contract Administrator
115 South Andrews Avenue, Room 550-A
Fort Lauderdale, FL 33301

With an additional copy to:

Director of Libraries
100 South Andrews Avenue
Fort Lauderdale, Florida 33301

County Administrator
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

County Attorney
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR CRA:

Executive Director, Project Director
Pompano Beach Community Redevelopment Agency
100 West Atlantic Boulevard
2nd Floor, Suite 276
Pompano Beach, Florida 33060

With an additional copy to:

City Attorney
100 West Atlantic Boulevard
Suite 467
Pompano Beach, Florida 33060

FOR CITY:

Director of Public Works, City Contract Administrator
1201 NE 5th Avenue
Pompano Beach, Florida 33060
With an additional copy to:

City Manager
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

City Attorney
100 West Atlantic Boulevard
Suite 467
Pompano Beach, Florida 33060

ARTICLE 14
WARRANTIES

The CITY warrants that it has not received any notice from any governmental authority as to violation of any law, ordinance or regulation regarding the Property. If the Property is subject to restrictive covenants, CITY warrants that CITY has not received any notice from any person or authority as to a breach of the covenants. CRA warrants that COUNTY and patrons of the Library Facility shall have a continuous right of access to the Library Facility, the parking and the Property from the public right-of-way.

ARTICLE 15
DEFAULT

If any Party to this Agreement defaults in any of the material terms herein, either or both of the remaining Parties may terminate in accordance with the termination provisions of this Agreement. If this Agreement is not so terminated, this provision shall not deprive any Party of the right to recover damages for breach of this Agreement or of the right to specific performance of this Agreement.

ARTICLE 16
ENVIRONMENTAL CONTAMINATION

Portions of the Property are the subject of two Brownfield Site Rehabilitation Agreements (BSRAs) between COUNTY and CITY. CITY, as owner, retains responsibility for compliance with the BSRA remediation and all standards contained therein. Anything further that is discovered and required to be remediated, whether unknown or discovered shall be remediated by CITY.

With the exception of the foregoing, CITY represents and warrants to COUNTY that as of the date of execution of this AGREEMENT, neither CITY, nor to the best of CITY's knowledge has any third party, used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under or about the Library Facility during the time in which CITY owned the Library Facility. COUNTY covenants that it will not use, produce, manufacture, store, dispose of or discharge any hazardous wastes or toxic substances in, under or about the Library Facility (other than the normal and customary petroleum products used in the operation of motor vehicles on the Library Facility) during the term of this Agreement and the term of the Lease.

ARTICLE 17
BONDING

CITY shall require that the construction contractor obtain separate performance and payment bonds in a form allowed by Section 255.05, Florida Statutes, each bonding at least one hundred percent (100%) of the Project's construction cost.

ARTICLE 18
INSURANCE, SOVEREIGN IMMUNITY AND LIABILITY

CRA and CITY are state agencies as defined by Section 768.28, Florida Statutes, and are self-insured. CRA and CITY shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

CITY shall not allow any contractor to commence work on construction of the Library Facility or the Parking until such contractor has provided CITY with evidence of insurance coverage consistent with customary CITY requirements, including separate payment and performance bonds in the form prescribed by the CITY, complying with Section 255.05, Florida Statutes. Bonding of each is conditioned to at least the amount of one hundred percent (100%) of the construction cost of work.

ARTICLE 19
INSURANCE REQUIRED OF DESIGN-CONSTRUCTION TEAM

19.1 In order to insure their indemnification obligation to COUNTY, CITY, CRA and the Design-Construction Team as set forth herein, shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Comprehensive General Liability Insurance, Workers Compensation Insurance, and Employer's Liability Insurance to assure COUNTY of the protection contained in the foregoing indemnification provisions and the work to be undertaken by the Design-Construction Team and with respect to any and all liability arising out of the operations performed for COUNTY by or on behalf of the Design-Construction Team or with respects to any acts and omissions of the Design-Construction Team in connection with such operation.

19.1.1 Such policy or policies shall be without any deductible amount and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

19.1.2 In such policy or policies, the Design-Construction Team shall specifically protect CRA, CITY and COUNTY by naming each as additional insureds under the Comprehensive General Liability Insurance Policy.

19.2 The Design-Construction Team shall maintain in full force at all times throughout this Agreement, Workers Compensation Insurance to apply to and cover all its employees in full compliance with the Worker's Compensation Law of the State of Florida and all applicable federal laws. The policy must also include the employers liability provided hereunder which shall contain minimum limits of One Million Dollars (\$1,000,000.00) for each accident or incident.

19.3 The Design-Construction Team shall maintain in full force at all times throughout this Agreement, Comprehensive General Liability Insurance which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, \$2,000,000 in the aggregate combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include the following:

Premises and Operations Explosion, Collapse Hazard, Underground Hazard and Products/Completed Operations Hazard;

Independent Contractors;

Broad Form Property Damage;

Broad Form Contractual Coverage applicable to this specific Agreement including holding harmless and/or indemnification provisions of this Agreement; and

Personal Injury Coverage with Employee and Contractual Exclusions removed and with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

19.4 The Design-Construction Team shall maintain in full force at all times throughout this Agreement, Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be provided and afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, filed by the Insurance Services Office and must include:

Owned vehicles

Hired and non-owned vehicles.

19.5 The Design-Construction Team shall maintain in full force at all times throughout this Agreement, such policy or policies, including, but not limited to, the Comprehensive General Liability Policy and the Business Automobile Liability Insurance Policy, with Notice and Cancellation and/or Endorsement provisions requiring individual

notices to be sent separately to CRA, CITY and COUNTY's Risk Managers with thirty (30) days advance written notice of any such cancellation and/or restriction.

19.6 Professional Liability Insurance Consultant shall maintain Professional Liability Insurance on a claims-made basis with the limits of liability provided by such policy for each claim to be no less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000.00) aggregate. Any deductible amount shall not exceed (\$100,000.00) for each occurrence. Consultant and Contractor shall notify CRA and CITY in writing within thirty (30) days of any claim filed or made against their Professional Liability Insurance Policy.

19.7 Builder's Risk At issuance of the Notice to Proceed for construction, the CITY's contractor(s) shall provide Builder's Risk Insurance. This coverage shall be "All Risk Perils" including wind and flood coverage for one hundred percent (100%) of the completed Project value naming both CITY as an insured with a deductible not to exceed 10% of the Project value each occurrence for all risks except wind and flood. Wind and flood deductible shall be subject to available terms of the market not to exceed 5% percent, said percentage to be determined at the sole discretion of the CITY. Such policy shall list CITY as owner of the Library Facility. CITY's contractor shall be responsible for all deductibles. Proof of coverage shall be provided within ten (10) days prior to the commencement of any construction activity.

19.7.1 Waiver of Occupancy Clause or Warranty Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by CITY.

19.7.2 Flood Insurance When the buildings or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures or the maximum amount of flood insurance coverage available under the National Flood Program.

19.8 The Design-Construction Team shall provide individually and separately to COUNTY, CITY and CRA, a Certificate of Insurance for insurance policies required herein, at least ten (10) days prior to the commencement of any construction work relating to the Project. COUNTY and CITY reserve the right to require and obtain a certified copy of any and all such policies upon request from the Design-Construction Team. All such Certificates of Insurance and all endorsements relating to the required policy or policies shall be provided individually and separately to COUNTY, CITY and CRA's Risk Management Division with at least thirty (30) days advance written notice prior to the expiration or cancellation of any such policy or policies.

19.9 For the purpose of the insurance notification provision required to be provided by the Design-Construction Team to COUNTY herein, notice to COUNTY shall be in writing and shall be served by certified mail and/or by hand-delivery to the following: Broward County Risk Management Division, Attention: Risk Insurance and Contracts Manager, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1869.

19.10 For the purpose of the insurance notification provisions required by this Article, notice shall be in writing and served by certified mail and/or hand-delivery to the following Parties.

FOR COUNTY:

Risk Manager, Risk Management Division
115 South Andrews Avenue, Room 210
Fort Lauderdale, Florida 33301-1869

FOR CITY and CRA:

Risk Manager, City of Pompano Beach
100 West Atlantic Boulevard, Room 219
Pompano Beach, Florida 33060

19.11 The Design-Construction Team shall obtain and keep in effect until the expiration or termination of this Agreement, the insurance coverage required under this Article.

19.12 CRA and CITY shall include in any Professional Services Agreement(s) that entered into for architectural services for design of the Project, insurance as set forth in this Agreement. All insurance requirements set forth in this subsection shall equally apply to any Professional Services or Construction Agreement(s) between the CRA, CITY and the Design-Construction Team for architectural services under this Agreement.

19.13 CRA and CITY shall not allow the Design-Construction Team or any subcontractor thereunder to commence any design, development or construction work required under this Agreement until after the CITY's Contract Administrator has obtained all the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by COUNTY, CITY and CRA's Risk Managers.

19.14 Prior to commencement of any construction activities on the Property, CITY's Contract Administrator through the Design-Construction Team who shall be the obligor on the bond(s), shall deliver or cause to be delivered to COUNTY and CITY, separate Payment and Performance Bond(s) ("Bond") for the Project naming Broward County and Board of County Commissioners and the CITY as co-obligees in said Bond;

each Bond shall be in an amount at least equal to one hundred percent (100%) of the contract price.

19.15 CITY's Contract Administrator shall ensure that all insurance, payment bond and performance bond, warranties and guarantees for any construction, workmanship and/or materials and equipment constructed, installed and/or affixed on the Property, shall run to COUNTY and CITY, as applicable.

ARTICLE 20 HOLD HARMLESS CLAUSE

CRA and CITY are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract thereunder.

ARTICLE 21 CONFLICT RESOLUTION

The Parties will abide by Chapter 164, Florida Statutes, The Florida Governmental Conflict Resolution Act, as amended from time to time, in resolving controversies or disputes arising under this Agreement.

To prevent all disputes and litigation, all Parties agree the CITY shall make the initial determination regarding all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the design and construction of the Project and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the contract documents and CITY's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided for by this Article provided that all decisions of the CITY shall be in full compliance with the terms, conditions and provisions of the Work Letter.

Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of COUNTY, CRA, and the Design-Construction Team, as applicable, shall be submitted to CITY in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein or the CITY requires additional time to gather information or allow the Parties to provide additional information, CITY shall notify in writing the COUNTY, CRA, and the Design-Construction Team of CITY's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless CITY requires additional time to gather information or allow the Parties to provide additional information.

All non-technical administrative disputes shall be determined by the CITY's Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, contractor, CITY and COUNTY shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

Day-to-day decision making and dispute resolution authority shall rest with the CRA's Project Director and the CITY and COUNTY Contract Administrators. In the event they are unable to resolve such issues and disputes, then such issues and disputes shall be elevated to the CRA's Executive Director, the CITY's City Manager, and the County Administrator for their mutual resolution.

The CITY's Contract Administrator shall inform and include the CRA's Project Director and COUNTY Contract Administrator in discussions, decisions and disputes with the Design-Construction Team that impact the programming, design and construction of the Project. The CITY's Contract Administrator shall mediate disputes with or objections to the programming, design and construction work as performed by the Design-Construction Team. The CITY's Contract Administrator shall ensure that COUNTY's programmatic, quality, budgetary and schedule needs are met by the Design-Construction Team.

In the event the determination of a dispute under this Article is unacceptable to any Party hereto, the Party objecting to the determination must notify the other Party(ies) in writing within ten (10) days of receipt of said written determination. The notice must state the basis of the objection and be accompanied by a statement that any claimed adjustment to the lump sum amount of this Agreement is the entire adjustment to which the objecting Party has reason to believe it is entitled to as a result of said written determination.

Within sixty (60) days after final completion of the work, the Parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by affected Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under state law. A Party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under state law, if said Party fails to comply in strict accordance with the requirements of this Article.

ARTICLE 22 THIRD PARTY RIGHTS.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CRA, CITY and COUNTY.

ARTICLE 23 TERMINATION

23.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for cause if CRA, CITY or any of the Design-Construction Team are placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if CRA, CITY or any of the Design-Construction Team provide a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended. Until such time as the COUNTY's First Notice to Proceed for construction is issued, this Agreement may also be terminated for convenience by the Board of County Commissioners. Termination for convenience by the Board of County Commissioners shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The Parties agree that if COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

23.2 This Agreement may be terminated for cause for reasons including, but not limited to, CRA or CITY's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. This Agreement may also be terminated by the Board of County Commissioners upon failure of CRA or CITY to enforce the provisions of the CBE Program or to ensure that all contracts entered into by CRA and CITY contain the applicable CBE requirements,

23.3 Notice of termination shall be provided in accordance with the "NOTICES" Article of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" Article of this Agreement.

23.4 In the event this Agreement is terminated for convenience, CRA and CITY shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CRA and CITY acknowledge and agree that they have received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CRA and CITY, for COUNTY's right to terminate this Agreement for convenience.

23.5 In the event this Agreement is terminated for any reason, any amounts due CRA shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Article 24.

ARTICLE 24
OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared for or provided by CITY or CRA in connection with this Agreement shall become the property of COUNTY and CITY, as applicable, whether the Project for which they are made is completed or not, and shall be delivered to COUNTY and CITY, as applicable, within thirty (30) days of the receipt of the written notice of termination. Final As-Built Project Record Documents shall be provided pursuant to the Work Letter for Design and Construction Services.

If applicable, COUNTY may withhold any payments then due to CITY until CITY complies with the provisions of this Article.

ARTICLE 25
EEO COMPLIANCE

25.1 Failure to comply with the following requirements is a material breach of this Agreement which may result in its termination or such other remedy as COUNTY deems appropriate:

25.1.1 CRA and CITY shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time, and shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall also comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended.

25.1.2 CRA and CITY shall (i) not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement; (ii) affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA regarding nondiscrimination on the basis of disability, and all applicable regulations, guidelines, and standards; and

(iii) take affirmative steps to ensure nondiscrimination in employment against disabled persons.

25.2 By execution of this Agreement, CRA and CITY represent that they have not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, as may be amended from time to time as COUNTY materially relies on such representation in entering into this Agreement. An untrue representation by CRA or CITY of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid pursuant to this Agreement and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 26 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CRA, CITY and the Design-Construction Team related to this Project. CRA, CITY and the Design-Construction Team shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CRA, CITY and the Design-Construction Team shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CRA, CITY or the Design-Construction Team, as applicable, shall make same available in written form at no cost to COUNTY .

CRA, CITY and the Design-Construction Team shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable; or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement.

If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If COUNTY determine the Florida Public Records Act is applicable to the records of CRA, CITY and the Design-Construction Team, CRA, CITY and its Design-Construction Team shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CRA, CITY and the Design-Construction Team.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CRA and CITY, shall, by written contract, require the Design-Construction Team to agree to the requirements and obligations of this Article.

ARTICLE 27
SUCCESSORS

This Agreement shall inure to and be binding upon the authorized successors and assigns of the Parties subject to the provisions of Article 12 herein.

ARTICLE 28
SURVIVAL OF OBLIGATIONS

The obligations set forth in this Agreement shall survive execution of the Lease.

ARTICLE 29
MATERIALITY AND WAIVER OF BREACH

All Parties agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

A Parties' failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 30
COMPLIANCE WITH LAWS

CRA, CITY and COUNTY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 31
SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless any Party elects to terminate this Agreement in accordance with Article 23 herein. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the court's finding of such invalidity becomes final.

ARTICLE 32
JOINT PREPARATION

Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that its preparation has been their joint effort. The language agreed to 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

ARTICLE 33
PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Article 1 through the end of this Agreement, the term, statement, requirement, or provision contained in the Exhibits shall prevail and be given effect, and in terms of priority the Work Letter shall control all the Exhibits.

ARTICLE 34
JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CRA, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 35
AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all Parties or others delegated authority to or otherwise authorized to execute same on their behalf.

ARTICLE 36
PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of all Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, most notably the former Agreement between the COUNTY and CITY For Conveyance of Property For Public Library dated October 18, 2007, as twice amended.

All Parties agree there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 30th day of August, 2011, and POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY through its BOARD, signing by and through its Chair, duly authorized to execute same by Board action on the 19th day of July, 2011, and CITY OF POMPANO BEACH through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by City Commission action on the 19th day of July, 2011.

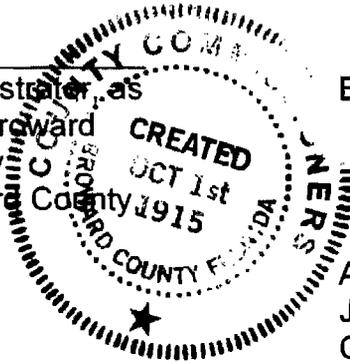
COUNTY

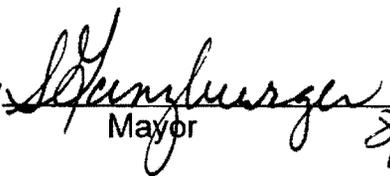
ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

for 

Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners, Broward County Florida



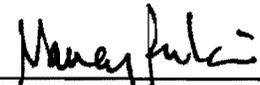
By  Mayor 8/30/11

Approved as to form by JONI ARMSTRONG COFFEY, County Attorney for Broward County, Florida Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641

Insurance requirements approved by Broward County Risk Management Division

By 
Risk Manager
Risk Management Division

Jacqueline A. Binns
Insurance and
Contracts Manager

By 
Nancy Rubin
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY, CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY FOR CONVEYANCE OF REAL PROPERTY FOR PUBLIC LIBRARY AND DESIGN AND CONSTRUCTION OF A LIBRARY FACILITY

CRA

Signed, Sealed and Witnessed
In the Presence of:

Christine Woodka

Print Name: Christine Woodka

Shelley R. Bartholomew

Print Name: Shelley R. Bartholomew

POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]

Lamar Fisher, Chairman

ATTEST:

[Signature]
Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

[Signature]
Print Name: Floyd T Johnson

[Signature]
Print Name: Floyd T Johnson

By: MetroStrategies, Inc., a Florida corporation
a managing member

By: [Signature]

Kim Briesemeister, President

and

By: [Signature]

Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of July, 2011 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

Mitzi A. Scott
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



Mitzi A. Scott
(Name of Acknowledger Typed, Printed or Stamped)

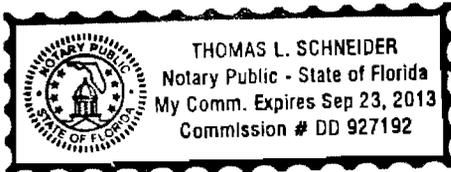
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of July, 2011 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

Thomas L. Schneider
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



THOMAS L. SCHNEIDER
(Name of Acknowledger Typed, Printed or Stamped)

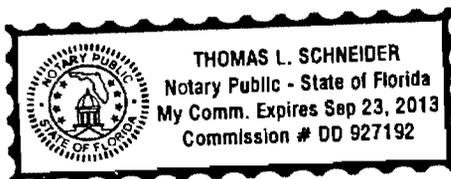
DD 927192
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of July, 2011, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

Thomas L. Schneider
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



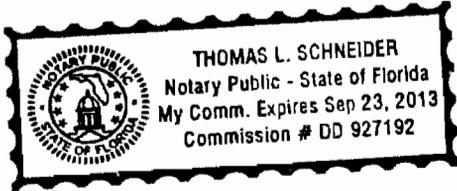
THOMAS L. SCHNEIDER
(Name of Acknowledger Typed, Printed or Stamped)

DD 927192
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of July, 2011, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Thomas L. Schneider

NOTARY PUBLIC, STATE OF FLORIDA

THOMAS L. SCHNEIDER

(Name of Acknowledger Typed, Printed or Stamped)

DD 927192

Commission Number

AGREEMENT BETWEEN BROWARD COUNTY, CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY FOR CONVEYANCE OF REAL PROPERTY FOR PUBLIC LIBRARY AND DESIGN AND CONSTRUCTION OF A LIBRARY FACILITY

CITY

Witnesses:

CITY OF POMPANO BEACH

Christine Wodka

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of July, 2011 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Mitzi A. Scott
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT 1



LEGEND

--- BOUNDARY CIVIC CAMPUS

CITY OF POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY



NEW PUBLIC LIBRARY
CIVIC CAMPUS

Scale: 1" = NTS

SHEET 1 OF 1

EXHIBIT 2 - LIBRARY FACILITY LEASE

INCLUDING LEASE EXHIBITS A-F

EXHIBIT

2

AGREEMENT

between

BROWARD COUNTY

and

CITY OF POMPANO BEACH

for

LEASE OF REAL PROPERTY FOR A PUBLIC LIBRARY FACILITY

TABLE OF CONTENTS

Paragraph No.

1. Description, Term and Rent
2. Description of Parking Facilities
3. Use of Premises
4. Quiet Enjoyment
5. Utilities and Other Services
6. Maintenance of Library Facility
7. Exterior Maintenance
8. Repairs
9. Alterations and Improvements
10. Hold over by Tenant
11. Assignment or Subletting
12. Change in Ownership
13. Surrender upon Termination
14. Taxes and Assessments
15. Right to Mortgage and Sell
16. Notices
17. Warranties
18. Default
19. Damage to Premises
20. Inspection
21. Fire or Other Casualty
22. Sovereign Immunity and Liability
23. Insurance
24. Execution and Re-Execution Obligation
25. Conflict Resolution
26. Applicable Law and Venue
27. Third Party Rights
28. Compliance with Laws
29. Survival of Obligations
30. Materiality and Waiver of Breach
31. Severance
32. Joint Preparation
33. Amendments
34. Independent Contractor
35. Audit Rights and Records

TABLE OF CONTENTS

Paragraph No.

1. Description, Term and Rent
2. Description of Parking Facilities
3. Use of Premises
4. Quiet Enjoyment
5. Utilities and Other Services
6. Maintenance of Library Facility
7. Exterior Maintenance
8. Repairs
9. Alterations and Improvements
10. Hold over by Tenant
11. Assignment or Subletting
12. Change in Ownership
13. Surrender upon Termination
14. Taxes and Assessments
15. Right to Mortgage and Sell
16. Notices
17. Warranties
18. Default
19. Damage to Premises
20. Inspection
21. Fire or Other Casualty
22. Sovereign Immunity and Liability
23. Insurance
24. Execution and Re-Execution Obligation
25. Conflict Resolution
26. Applicable Law and Venue
27. Third Party Rights
28. Compliance with Laws
29. Survival of Obligations
30. Materiality and Waiver of Breach
31. Severance
32. Joint Preparation
33. Amendments
34. Independent Contractor
35. Audit Rights and Records

TABLE OF CONTENTS, cont.

Paragraph No.

- 36. Time of the Essence and Time Periods
- 37. Force Majeure
- 38. Condemnation
- 39. Environmental Contamination
- 40. Radon Gas
- 41. Terms
- 42. Prior Agreements
- 43. Whereas Clauses
- 44. Waiver
- 45. Copies of Lease
- 46. Priority of Provisions
- 47. Criminal Background Screening
- 48. Other Provisions
- 49. Recording
- 50. Entire Agreement

INDEX OF EXHIBITS

Exhibit

- A Aerial photo of Property to be developed as Civic Campus
- B As-Built Floor Plan for the Project to include Library Facility
and possibly Pompano Beach Cultural Center
- C Access Agreement
- D Parking Easement Agreement
- E Legal Description or Depiction of Dedicated Parking for
Library Facility
- F Criminal Background Screening Affidavit Form

INDEX OF EXHIBITS

Exhibit

- | | |
|---|--|
| A | Aerial photo of Property to be developed as Civic Campus |
| B | As-Built Floor Plan for the Project to include Library Facility and possibly Pompano Beach Cultural Center |
| C | Access Agreement |
| D | Parking Easement Agreement |
| E | Legal Description or Depiction of Dedicated Parking for Library Facility |
| F | Criminal Background Screening Affidavit Form |

This is a Lease Agreement between Broward County ("COUNTY"), a political subdivision of the State of Florida, its successors and assigns through its Board of County Commissioners, and the City of Pompano Beach ("CITY"), a municipal corporation, organized and existing under the laws of the State of Florida, its' successors and assigns,

WHEREAS, the CITY presently owns and intends to develop as a Civic Campus those real properties within its corporate limits depicted in Exhibit "A" (hereinafter collectively the "Property");

WHEREAS, the COUNTY has budgeted and appropriated Seven Million Two Hundred Thirty-Three Thousand Two Hundred Sixty-Four Dollars (\$7,233,264.00) for construction of an approximately 25,000 to 30,000 square foot public library (gross square footage) together with one hundred thirty (130) dedicated parking spaces and the appurtenances as specified hereinafter in the City of Pompano Beach to replace the existing public library located at 1213 East Atlantic Boulevard, Pompano Beach, FL 33060; and

WHEREAS, the CITY, through the Pompano Beach Community Redevelopment Agency, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, its successors and assigns (the "CRA") intends to construct and at execution of this Lease Agreement shall have constructed, a building ("Project") on the Property, the ground floor of which is hereby leased to the COUNTY for use as a public library ("Library Facility") for a fifty (50) year term, and parking for the Library Facility utilizing COUNTY funds along with, if constructed as a part of the Project, a proposed second floor Pompano Beach Cultural Center ("PBCC") to be constructed utilizing CITY funds and for CITY use in a manner at all times compatible with the Library Facility use; and

WHEREAS, the location, dimensions and area of the Library Facility, the parking for the Library Facility, as well as location of the Project on the Property and the access, signage, and the other permitted uses are to be agreed to by the Parties hereto in conjunction with the programming and design of the Project; and

WHEREAS, the COUNTY, CITY and CRA, have entered into an attendant Interlocal Agreement for programming, design, construction, operation, maintenance and funding of the Project and the parking; and

WHEREAS, COUNTY and CITY desire to enter into this Lease Agreement for the Library Facility; and

WHEREAS, COUNTY and CITY agree this Lease Agreement and the Interlocal Agreement entered into between the COUNTY, CITY and CRA sets forth their respective obligations for operation, maintenance, repair and replacement of the Library Facility, the parking area, access easements and the landscaping. All property, except for COUNTY's furnishings, fixtures, and equipment located in the Library Facility, and all permanent additions, modifications and alterations thereto shall be the property of CITY during the

term of this Lease. The artwork to be installed shall, if installed on the exterior of the Project, be retained by the CITY at the termination of the Lease.

IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows.

1. DESCRIPTION, TERM AND RENT

1.1 CITY hereby agrees to lease to COUNTY, and the COUNTY agrees to lease from CITY, the first floor of the Library Facility and parking generally described in Exhibit "B" for One Dollar (\$1.00) per annum and other good and valuable consideration.

1.2 CITY hereby leases unto COUNTY approximately 25,000-30,000 square feet of first floor of the Project located on the Property as depicted in Exhibit "B" attached hereto and made a part hereof, with the approximate address of 100 West Atlantic Boulevard, together with 130 dedicated parking spaces, situate in the City of Pompano Beach, County of Broward, State of Florida, for the term of fifty (50) years commencing on the date provided in Paragraph 1.5 herein ("Commencement Date") and terminating on the 50th anniversary of the Commencement Date.

The Parties agree that the term of this Lease Agreement is limited to fifty years pursuant to CITY Charter. Prior to the end of the term herein, the Parties agree to negotiate in good faith for an additional term of 50 years upon the same terms and conditions.

Notwithstanding anything in this Lease Agreement to the contrary, CITY and COUNTY agree that COUNTY shall have the unilateral right to elect to terminate this Lease, at COUNTY's sole discretion, without any further obligations under this Lease Agreement providing at least ninety (90) days prior written notice to CITY.

1.3 Project Record As-Built Floor plans of the Library Facility shall be inserted in this Lease Agreement as Exhibit "B."

1.4 CITY hereby grants to COUNTY, its tenants and their respective employees, patrons, licensees, invitees, and guests, non-exclusive easements of ingress and egress upon, over, and across the real property more particularly described in the Access Agreement and Parking Easement Agreements attached as Exhibits "C" and "D" for the purposes of vehicular and pedestrian access, parking, book drop locations, signage, loading, unloading, dumpster and other service uses and, if required, easements for shared space within the Project. The Access and Parking Easement Agreements shall be substantially in the form of Exhibits "C" and "D" attached hereto.

In addition, the CITY has constructed and provided a parking lot or garage on the Property, or a portion thereof, as described or depicted in the attached Exhibit "E" and dedicated a minimum of one hundred thirty (130) parking spaces to COUNTY exclusively for uses related to the Library Facility during normal operation hours of the Library. The

term of this Lease. The artwork to be installed shall, if installed on the exterior of the Project, be retained by the CITY at the termination of the Lease.

IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows.

1. DESCRIPTION, TERM AND RENT

1.1 CITY hereby agrees to lease to COUNTY, and the COUNTY agrees to lease from CITY, the first floor of the Library Facility and parking generally described in Exhibit "B" for One Dollar (\$1.00) per annum and other good and valuable consideration.

1.2 CITY hereby leases unto COUNTY approximately 25,000-30,000 square feet of first floor of the Project located on the Property as depicted in Exhibit "B" attached hereto and made a part hereof, with the approximate address of 100 West Atlantic Boulevard, together with 130 dedicated parking spaces, situate in the City of Pompano Beach, County of Broward, State of Florida, for the term of fifty (50) years commencing on the date provided in Paragraph 1.5 herein ("Commencement Date") and terminating on the 50th anniversary of the Commencement Date.

The Parties agree that the term of this Lease Agreement is limited to fifty years pursuant to CITY Charter. Prior to the end of the term herein, the Parties agree to negotiate in good faith for an additional term of 50 years upon the same terms and conditions.

Notwithstanding anything in this Lease Agreement to the contrary, CITY and COUNTY agree that COUNTY shall have the unilateral right to elect to terminate this Lease, at COUNTY's sole discretion, without any further obligations under this Lease Agreement providing at least ninety (90) days prior written notice to CITY.

1.3 Project Record As-Built Floor plans of the Library Facility shall be inserted in this Lease Agreement as Exhibit "B."

1.4 CITY hereby grants to COUNTY, its tenants and their respective employees, patrons, licensees, invitees, and guests, non-exclusive easements of ingress and egress upon, over, and across the real property more particularly described in the Access Agreement and Parking Easement Agreements attached as Exhibits "C" and "D" for the purposes of vehicular and pedestrian access, parking, book drop locations, signage, loading, unloading, dumpster and other service uses and, if required, easements for shared space within the Project. The Access and Parking Easement Agreements shall be substantially in the form of Exhibits "C" and "D" attached hereto.

In addition, the CITY has constructed and provided a parking lot or garage on the Property, or a portion thereof, as described or depicted in the attached Exhibit "E" and dedicated a minimum of one hundred thirty (130) parking spaces to COUNTY exclusively for uses related to the Library Facility during normal operation hours of the Library. The

CITY shall provide easements for aerial and underground utility services and communications and rooftop satellite dish and/or antennas on, over, and across the Property as may be necessary to provide services to the Library Facility.

1.5 This Lease Agreement and rent shall not commence until COUNTY's acceptance of the Library Facility pursuant to Work Letter for Design and Construction Services, as defined in the attendant Interlocal Agreement. CITY shall provide COUNTY with written notice when all Work required pursuant to the Work Letter is complete and in compliance with all applicable laws, ordinances, orders or regulations of any federal, state, County or municipal authority unless specifically exempted therefrom, and such written certification must be acknowledged and agreed to by the COUNTY so as to establish the Commencement Date for this Lease Agreement. The Commencement Date of this Lease is _____.

2. DESCRIPTION OF PARKING FACILITIES

The CITY has programmed, designed and constructed a parking area adjacent to the Library Facility for use by the Library Facility (the "Parking") pursuant to the Interlocal Agreement. CITY hereby grants COUNTY the following rights appurtenant to the lease of the Library Facility:

2.1 The right to use the Parking on an exclusive basis for Library Facility patrons, staff and service personnel, and roadways, parking areas other than the Parking, sidewalks, and promenades in common with other users of the Property; for vehicular and pedestrian access to and egress from the Library Facility and the parking areas; and the right to place signage on the Property subject to CITY approval which will not be unreasonably withheld or delayed.

2.2 The right to locate a dumpster, book drops and signs as reasonably required for the Library Facility's normal use which shall be maintained at COUNTY's sole expense and in such locations as the Parties shall mutually agree.

2.3 The CITY shall provide the Parking containing a minimum of 130 dedicated parking spaces on the Property for the patrons, staff, and service personnel of the Library Facility during normal operating hours; the farthest point of which shall not exceed 300 feet from the Library Facility. Such parking shall be located on surface lots until such time, if ever, a parking garage is constructed on the Property, which parking within the garage shall be located within 250 feet of the Library Facility, situate on the lowest floors of the garage and able to provide the COUNTY with an equivalent number of dedicated parking spaces. The Parking, whether in a parking lot or in a garage, shall be at no additional cost to the COUNTY other than the original cost allocated from the amounts paid to the CRA per the Interlocal Agreement. CITY shall designate 130 and enforce reserved parking for COUNTY's employees who work at the Library to the same extent that reserved parking is designated and enforced for CITY's officials and employees who work at the City Hall. Such designated parking shall be located as close as is practical to the Library Facility subject to applicable law and Code requirements.

2.4 The CITY will provide easements upon, over, and across the Property for the installation, maintenance, repair, and replacement of utility services to the Library Facility in such locations as the Parties shall mutually agree.

3. USE OF PREMISES

3.1 COUNTY and CITY agree that COUNTY may use and occupy the Library Facility for any lawful purpose not inconsistent with the general operations of a public library, as part of a COUNTY public library system which shall include, but not be limited to, providing library staff, library books, library materials, library equipment, and library services and other attendant governmental uses. COUNTY covenants that it will not, without the CITY's written consent which shall not be unreasonably withheld, permit the Library Facility to be occupied by any person, firm, or corporation other than COUNTY and its employees, or subcontractors employed in operations of the Library Facility and library patrons.

CITY agrees that COUNTY may place appropriate signage, including, but not limited to monument and building façade signs, acceptable to the Parties to identify and locate the Library Facility at point of highest visibility from Atlantic Boulevard and Cypress Road.. Additionally, CITY agrees to provide additional signage acceptable to COUNTY, if needed, due to additional development on the Property during the term of this Lease Agreement .

3.2 COUNTY shall be responsible for the costs of operating and maintaining the interior of the Library Facility. In the event COUNTY uses the Library Facility for other than library purposes and uses incidental thereto, CITY shall have the right to give COUNTY written notice demanding discontinuation of the improper use. If COUNTY does not discontinue the improper use within thirty (30) days after it receives the CITY's notice, the CITY shall have the right to compel COUNTY to conform its use to library purposes pursuant to Paragraph 18 (Default) of this Lease Agreement .

3.3 COUNTY further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said Library Facility, no act or thing shall be permitted and nothing shall be kept in or about said Library which will increase the risk of hazard of fire, except for cleaning agents and other materials customarily used in the cleaning and maintenance of libraries, and no waste shall be permitted or committed upon or any damage done to said Library Facility, and COUNTY shall not use or occupy or permit the Library Facility to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

3.4 Use or a change in use of the PBCC located on the second floor of the Project by CITY must be in a manner which shall at all times be compatible with the Library Facility's use.

2.4 The CITY will provide easements upon, over, and across the Property for the installation, maintenance, repair, and replacement of utility services to the Library Facility in such locations as the Parties shall mutually agree.

3. USE OF PREMISES

3.1 COUNTY and CITY agree that COUNTY may use and occupy the Library Facility for any lawful purpose not inconsistent with the general operations of a public library, as part of a COUNTY public library system which shall include, but not be limited to, providing library staff, library books, library materials, library equipment, and library services and other attendant governmental uses. COUNTY covenants that it will not, without the CITY's written consent which shall not be unreasonably withheld, permit the Library Facility to be occupied by any person, firm, or corporation other than COUNTY and its employees, or subcontractors employed in operations of the Library Facility and library patrons.

CITY agrees that COUNTY may place appropriate signage, including, but not limited to monument and building façade signs, acceptable to the Parties to identify and locate the Library Facility at point of highest visibility from Atlantic Boulevard and Cypress Road.. Additionally, CITY agrees to provide additional signage acceptable to COUNTY, if needed, due to additional development on the Property during the term of this Lease Agreement .

3.2 COUNTY shall be responsible for the costs of operating and maintaining the interior of the Library Facility. In the event COUNTY uses the Library Facility for other than library purposes and uses incidental thereto, CITY shall have the right to give COUNTY written notice demanding discontinuation of the improper use. If COUNTY does not discontinue the improper use within thirty (30) days after it receives the CITY's notice, the CITY shall have the right to compel COUNTY to conform its use to library purposes pursuant to Paragraph 18 (Default) of this Lease Agreement .

3.3 COUNTY further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said Library Facility, no act or thing shall be permitted and nothing shall be kept in or about said Library which will increase the risk of hazard of fire, except for cleaning agents and other materials customarily used in the cleaning and maintenance of libraries, and no waste shall be permitted or committed upon or any damage done to said Library Facility, and COUNTY shall not use or occupy or permit the Library Facility to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

3.4 Use or a change in use of the PBCC located on the second floor of the Project by CITY must be in a manner which shall at all times be compatible with the Library Facility's use.

4. QUIET ENJOYMENT

CITY shall in no way interfere with the reasonable use of the Library Facility by any person claiming under COUNTY, including without limitation, COUNTY's employees, patrons, licensees, invitees, and guests, and CITY covenants that COUNTY shall not be disturbed by any act of the CITY or any person acting on behalf of or claiming under the CITY.

5. UTILITIES AND OTHER SERVICES

The following utilities, services and expenses shall be paid and performed by the party identified by the "X":

	<u>CITY</u>	<u>COUNTY</u>
HVAC unit maintenance, repair and replacement	X	
Air conditioning filter maintenance and Replacement, routinely when needed	X	
Electricity serving the Library, 1 st floor		X
Electricity serving the common areas, Interior, other than the Library, 1 st floor and exterior	X	
Janitorial services and supplies as to second floor and common areas	X	
Janitorial services and supplies as to Library interior only		X
Light bulb and lamp/light fixture replacement, Common area, second floor and Exterior, as needed	X	

	<u>CITY</u>	<u>COUNTY</u>
Light Bulbs for Library interior		X
<hr/>		
Parking Lot Maintenance	X	
<hr/>		
Pest control exterior	X	
Pest control – Library interior		X
<hr/>		
Library Security (systems, alarms, etc)		X
<hr/>		
Plumbing in common area of building and infrastructure	X	
Termite control	X	
<hr/>		
Trash removal	X	
<hr/>		
Water and sewer service (1 st Floor separate meter)		X
<hr/>		
Common Area Water	X	
<hr/>		

CITY shall not restrict the COUNTY's ability to determine the Library days and hours of service. The operating hours of the Library Facility vary and may include up to seven days per week operation.

In the event of a planned use of the PBCC, CITY shall provide notice of the upcoming event in the lobby of the Library Facility for two weeks in advance of said event, if possible. CITY agrees that it shall provide adequate parking to accommodate all patrons of both the Library Facility and the PBCC, without the use of the Library's 130 dedicated parking spaces during normal operating hours of the Library.

	<u>CITY</u>	<u>COUNTY</u>
Light Bulbs for Library interior		X
<hr/>		
Parking Lot Maintenance	X	
<hr/>		
Pest control exterior	X	
Pest control – Library interior		X
<hr/>		
Library Security (systems, alarms, etc)		X
<hr/>		
Plumbing in common area of building and infrastructure	X	
Termite control	X	
<hr/>		
Trash removal	X	
<hr/>		
Water and sewer service (1 st Floor separate meter)		X
<hr/>		
Common Area Water	X	
<hr/>		

CITY shall not restrict the COUNTY's ability to determine the Library days and hours of service. The operating hours of the Library Facility vary and may include up to seven days per week operation.

In the event of a planned use of the PBCC, CITY shall provide notice of the upcoming event in the lobby of the Library Facility for two weeks in advance of said event, if possible. CITY agrees that it shall provide adequate parking to accommodate all patrons of both the Library Facility and the PBCC, without the use of the Library's 130 dedicated parking spaces during normal operating hours of the Library.

6. MAINTENANCE OF LIBRARY FACILITY AND INTERIOR

COUNTY shall maintain the interior of the Library Facility in a clean and orderly state of appearance and in good repair beginning on the Commencement Date of this Lease. CITY shall maintain the Project and the Parking area, except the interior of the Library Facility interior, in a clean and attractive state of appearance and in good repair beginning on the Commencement Date of this Lease. CITY shall routinely clean the exterior of the windows of the Project, and re-paint exterior as needed. It is specifically understood between the parties that COUNTY shall be fully responsible for performing or causing to be performed all maintenance and repairs to the interior of the Library Facility as changes to the Library program are required. In the event of damage or destruction of all or part of the Library Facility, CITY must rebuild all or that portion of the Project which is partially or totally damaged or destroyed by fire or other casualty.

7. EXTERIOR AND COMMON AREA MAINTENANCE

CITY covenants to keep the Project's exterior, common areas of the Project, if any and grounds in good, safe, neat and orderly condition at the CITY's expense. Exterior maintenance, includes without limitation, maintenance of the public artwork to COUNTY specifications if located on the Project's exterior; routine landscaping, including cutting, mulching, pruning and similar maintenance of all foliage; routine and non-routine maintenance of irrigation systems, parking areas, common exterior areas and swale areas within the Project and surrounding area of the Property including cleaning, painting, striping, paving, and repairs. CITY shall routinely clean the exterior of the windows on the Project and maintain and re-paint exterior as needed.

CITY agrees that required repairs to the mechanical, electrical and plumbing systems shall be commenced within 24 hours of notification or actual knowledge by CITY of the problem and completed forthwith. CITY agrees that time is of the essence to ensure the continued operation of the library. If CITY fails, within a reasonable time after request, to make such repairs or provide such maintenance then (a) CITY shall be liable for any damages to property or loss thereby sustained by COUNTY and (b) COUNTY may have such repairs made at CITY's expense and CITY shall reimburse COUNTY upon presentation of an invoice certified by COUNTY that details the repairs made and/or the expense incurred.

8. REPAIRS

CITY covenants to keep the Project and the Library Facility in good structural repair . CITY shall maintain and keep in good repair the roof; skylights; outside walls; foundations; sidewalks; interior walls; floors; windows; ceilings; elevators; and all sprinkler, hot water, heating, ventilating, air conditioning ,plumbing, and electrical systems and appurtances thereto. CITY shall also make any repairs necessitated by water seepage not under COUNTY'S control or other required emergency repairs. CITY shall commence repairs as soon as possible and shall forthwith notify COUNTY. CITY shall also make all repairs or changes which may be necessary to make the Library Facility and the uses herein

contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, County or municipal authority now or hereafter in effect unless specifically exempted therefrom.

If CITY fails, within a reasonable time after COUNTY's request, to make such repairs or changes, or repairs necessitated by fire or other casualty, then (a) CITY shall be liable for any damages to property or loss thereby sustained by COUNTY, (b) COUNTY shall be authorized to make said repairs and (c) CITY shall reimburse COUNTY upon presentation of an invoice certified by COUNTY that details the repairs made and/or the expense incurred.

9. ALTERATIONS AND IMPROVEMENTS

Unless otherwise prohibited by the terms of this Lease Agreement, the COUNTY may, at its own expense, make such non-structural changes, alterations, additions and improvements to the interior of the Library Facility as it may deem necessary or expedient. COUNTY may make structural alterations or additions with CITY's written consent and such consent will not be unreasonably withheld or delayed. All such non-structural alterations shall, at COUNTY's the sole option, be considered personalty and remain the COUNTY's exclusive property. COUNTY may, in its sole discretion, remove all such property from the Library Facility upon the termination of this Lease Agreement ; provided, however, that the Library Facility be restored to its original condition, permitted structural changes and alterations or additions and normal wear and tear excepted.

10. HOLD OVER BY TENANT

COUNTY may hold over and remain in possession of the Library Facility after the expiration of this Lease Agreement but in no event shall it be deemed or construed to be a renewal or extension of this Lease Agreement. Any hold over by COUNTY shall only operate to create a month-to-month tenancy upon the same terms and conditions as set forth herein and which may be terminated by either Party at the end of any month upon ninety (90) days' prior written notice by certified U.S. mail to the other.

11. ASSIGNMENT OR SUBLETTING

Notwithstanding anything to the contrary, the COUNTY may assign or sublet all or portions of the Library Facility during the term of this Lease Agreement with CITY's approval, which shall not unreasonably be delayed or withheld, provided that the Library Facility continues to be used as a public library.

In the event COUNTY is assigning to a government agency as defined by state law, CITY grants its consent for such assignment without the necessity of further action although CITY may require an assignee to sign an Assignment Agreement wherein the assignee will assume the terms of this Lease Agreement.

contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, County or municipal authority now or hereafter in effect unless specifically exempted therefrom.

If CITY fails, within a reasonable time after COUNTY's request, to make such repairs or changes, or repairs necessitated by fire or other casualty, then (a) CITY shall be liable for any damages to property or loss thereby sustained by COUNTY, (b) COUNTY shall be authorized to make said repairs and (c) CITY shall reimburse COUNTY upon presentation of an invoice certified by COUNTY that details the repairs made and/or the expense incurred.

9. ALTERATIONS AND IMPROVEMENTS

Unless otherwise prohibited by the terms of this Lease Agreement, the COUNTY may, at its own expense, make such non-structural changes, alterations, additions and improvements to the interior of the Library Facility as it may deem necessary or expedient. COUNTY may make structural alterations or additions with CITY's written consent and such consent will not be unreasonably withheld or delayed. All such non-structural alterations shall, at COUNTY's the sole option, be considered personalty and remain the COUNTY's exclusive property. COUNTY may, in its sole discretion, remove all such property from the Library Facility upon the termination of this Lease Agreement ; provided, however, that the Library Facility be restored to its original condition, permitted structural changes and alterations or additions and normal wear and tear excepted.

10. HOLD OVER BY TENANT

COUNTY may hold over and remain in possession of the Library Facility after the expiration of this Lease Agreement but in no event shall it be deemed or construed to be a renewal or extension of this Lease Agreement. Any hold over by COUNTY shall only operate to create a month-to-month tenancy upon the same terms and conditions as set forth herein and which may be terminated by either Party at the end of any month upon ninety (90) days' prior written notice by certified U.S. mail to the other.

11. ASSIGNMENT OR SUBLETTING

Notwithstanding anything to the contrary, the COUNTY may assign or sublet all or portions of the Library Facility during the term of this Lease Agreement with CITY's approval, which shall not unreasonably be delayed or withheld, provided that the Library Facility continues to be used as a public library.

In the event COUNTY is assigning to a government agency as defined by state law, CITY grants its consent for such assignment without the necessity of further action although CITY may require an assignee to sign an Assignment Agreement wherein the assignee will assume the terms of this Lease Agreement.

Should COUNTY assign this Lease in accordance with the requirements of this paragraph, COUNTY shall be relieved from all liability under the Lease Agreement. CITY shall have the right to terminate this Lease Agreement if a proposed private assignee or subtenant is not reasonably acceptable to CITY.

12. CHANGE IN OWNERSHIP

Should CITY sell any part of the Project or the Library Facility, CITY shall immediately together with the new owners notify COUNTY by certified U.S. mail of the identity of the new owner(s). Should either CITY or the new owner(s) fail to notify COUNTY, COUNTY shall be entitled to treat CITY as the Property owner until such notice is received from both CITY and new owner(s). Any sale of the Library Facility shall require the prior execution of a Subordination and Attornment Agreement running with the land in favor of the COUNTY to be recorded in the Public Records of Broward County, Florida. Additionally, prior to any sale of the Property or the Library Facility, COUNTY shall have the right to enter into an automatic new 50 year lease term with the new Owner under the same terms and conditions as contained herein.

13. SURRENDER UPON TERMINATION

COUNTY agrees that upon expiration of the lease term herein, or upon the termination of the Lease Agreement for any cause, upon written notification by certified U.S. mail, it will peaceably surrender and deliver the Library Facility to CITY, its agents or assigns. COUNTY further agrees that it will leave the Library Facility in good condition, subject to Paragraph 9 herein (Alterations and Improvements) and reasonable wear and tear.

14. TAXES AND ASSESSMENTS

CITY shall pay any and all taxes, assessments, or other charges against the Library Facility, the Project or the Property, or any combination thereof.

15. RIGHT TO MORTGAGE AND SELL

CITY may not encumber the Library Facility by mortgage(s) or sell any part of the Project, Library Facility, the Parking or parking areas utilized by the Library Facility without the COUNTY's prior written consent. CITY shall give the COUNTY prior written notice at least ninety (90) days before the intent to encumber or sell the Project or Library Facility. Such notice shall be given in the manner specified for notices under this Lease Agreement. Any mortgage or sale of the Library Facility shall require the prior execution of a Subordination and Attornment Agreement, in form acceptable to COUNTY, in favor of COUNTY running with the land to be recorded in the Public Records of Broward County, Florida.

16. NOTICES

Whenever either CITY or COUNTY desires to give notice to the other, such notice must be in writing sent by certified United States mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Paragraph. For the present, the Parties designate the following.

FOR BROWARD COUNTY

County Administrator
Broward County Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, FL 33301

With additional copies to (copies shall not constitute notice):

Director of Real Property
Broward County Governmental Center
115 South Andrews Avenue, Room 326
Fort Lauderdale, FL 33301

Director of Libraries Division
Broward County Main Library – 8th Floor
100 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR CITY

City Manager
City of Pompano Beach
100 W. Pompano Beach Boulevard
Pompano Beach, Florida 33004

With additional copies to (copies shall not constitute notice):

City Attorney
100 W. Atlantic Boulevard
Pompano Beach, Florida 33060

Director of Public Works
100 W. Atlantic Boulevard
Pompano Beach, Florida 33060

17. WARRANTIES

CITY warrants that CITY has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation regarding the Property. If the Property is subject to restrictive covenants, CITY warrants that CITY has not received any notice from any person or authority as to a breach of the covenants. CITY warrants that

16. NOTICES

Whenever either CITY or COUNTY desires to give notice to the other, such notice must be in writing sent by certified United States mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Paragraph. For the present, the Parties designate the following.

FOR BROWARD COUNTY

County Administrator
Broward County Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, FL 33301

With additional copies to (copies shall not constitute notice):

Director of Real Property
Broward County Governmental Center
115 South Andrews Avenue, Room 326
Fort Lauderdale, FL 33301

Director of Libraries Division
Broward County Main Library – 8th Floor
100 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR CITY

City Manager
City of Pompano Beach
100 W. Pompano Beach Boulevard
Pompano Beach, Florida 33004

With additional copies to (copies shall not constitute notice):

City Attorney
100 W. Atlantic Boulevard
Pompano Beach, Florida 33060

Director of Public Works
100 W. Atlantic Boulevard
Pompano Beach, Florida 33060

17. WARRANTIES

CITY warrants that CITY has not received any notice from any governmental authority as to violation of any law, ordinance, or regulation regarding the Property. If the Property is subject to restrictive covenants, CITY warrants that CITY has not received any notice from any person or authority as to a breach of the covenants. CITY warrants that

COUNTY and Library patrons shall have a continuous right of access to the Library and Property during the term of the Lease from public or private right-of-ways, and other public travelways and routes.

18. DEFAULT

18.1 Except as restricted or prohibited below, a Party not in default may take action to remedy a default under this Agreement after applicable cure periods and pursue any available legal and equitable remedies, including specific performance of this Agreement.

18.2 If CITY defaults under its obligations of the Lease Agreement and fails to cure such default within ninety (90) days after COUNTY's written notice or if such default is of a nature that it cannot be cured within ninety (90) days, then (a) CITY shall be liable for any damages to property or loss thereby sustained by COUNTY and (b) COUNTY may have such default corrected at CITY's expense and CITY shall reimburse COUNTY upon presentation of an invoice certified by COUNTY detailing the correction made and the expense incurred. This provision shall not deprive COUNTY of the right to recover damages for breach of this Agreement or of the right to specific performance of this Agreement.

18.3 If COUNTY defaults under its obligations of the Lease Agreement and fails to cure such default within ninety (90) days after CITY's written notice or if such default is of a nature that it cannot be cured within ninety (90) days, then (a) COUNTY shall be liable for any damages to property or loss thereby sustained by CITY and (b) CITY may have such default corrected at COUNTY's expense and COUNTY shall reimburse CITY upon presentation of an invoice certified by CITY detailing the correction made and the expense incurred. This provision shall not deprive CITY of the right to recover damages for breach of this Agreement or of the right to specific performance of this Agreement.

19. DAMAGE TO PREMISES

COUNTY agrees that all personal property placed in the Library Facility shall be at the risk of COUNTY. COUNTY shall give CITY, or its agent(s), prompt written notice of any accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating, ventilating and air conditioning systems, plumbing and electrical wiring, utilities or other building components of the Project, and CITY agrees to remedy same with due diligence, subject to the provisions of this Lease Agreement dealing with repairs and exterior maintenance.

20. INSPECTION

CITY, or its duly authorized agent, so stated by written notice to COUNTY may enter the Library Facility at reasonable times and upon reasonable notice to COUNTY to examine it; or to make needed repairs to it.

If an emergency situation arises outside of the Library Facility's normal operating hours which has the potential to cause significant damage to persons or property, CITY, its agent, janitor, watchman or authorized employee(s) shall contact COUNTY and may enter the Library Facility to address or repair same.

21. FIRE OR OTHER CASUALTY

In the event the Library Facility, Parking, its attendant parking area, garage or any part thereof is damaged by fire or other cause during the term of this Lease Agreement, the Parties shall provide immediate written notice to each other and repairs or reconstruction of the Library Facility shall diligently commence at the CITY's expense.

22. SOVEREIGN IMMUNITY AND LIABILITY

CITY is a state agency as defined by Section 768.28, Florida Statutes, and self insured. CITY agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. CITY shall furnish COUNTY with written verification of liability protection in accordance with state law prior to the Commencement Date of this Agreement.

Likewise, COUNTY is a state agency as defined by Section 768.28, Florida Statutes, and self insured. COUNTY agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. COUNTY shall furnish CITY with written verification of its liability protection in accordance with state law prior to the Commencement Date of this Agreement.

Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Lease Agreement or the attendant Interlocal Agreement.

23. INSURANCE

23.1 CITY agrees that during the term hereof it will, at its expense, keep the Project insured on an "All Risk" basis, together with extended coverage to the extent of replacement value thereof, including plate glass insurance. Notwithstanding anything herein to the contrary, CITY shall repair and replace plate glass damaged as a result of casualty covered under the CITY'S policy of fire insurance with extended coverage. Should CITY make major repairs or rebuild the Facility, and COUNTY elects to remain as a tenant, CITY shall replace said building with a structure as good as or better than the damaged or destroyed building. CITY further agrees to name Broward County Board of County Commissioners as a Certificate Holder under its liability coverage.

23.2 The parties hereto acknowledge that COUNTY is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. COUNTY shall institute

If an emergency situation arises outside of the Library Facility's normal operating hours which has the potential to cause significant damage to persons or property, CITY, its agent, janitor, watchman or authorized employee(s) shall contact COUNTY and may enter the Library Facility to address or repair same.

21. FIRE OR OTHER CASUALTY

In the event the Library Facility, Parking, its attendant parking area, garage or any part thereof is damaged by fire or other cause during the term of this Lease Agreement, the Parties shall provide immediate written notice to each other and repairs or reconstruction of the Library Facility shall diligently commence at the CITY's expense.

22. SOVEREIGN IMMUNITY AND LIABILITY

CITY is a state agency as defined by Section 768.28, Florida Statutes, and self insured. CITY agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. CITY shall furnish COUNTY with written verification of liability protection in accordance with state law prior to the Commencement Date of this Agreement.

Likewise, COUNTY is a state agency as defined by Section 768.28, Florida Statutes, and self insured. COUNTY agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. COUNTY shall furnish CITY with written verification of its liability protection in accordance with state law prior to the Commencement Date of this Agreement.

Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Lease Agreement or the attendant Interlocal Agreement.

23. INSURANCE

23.1 CITY agrees that during the term hereof it will, at its expense, keep the Project insured on an "All Risk" basis, together with extended coverage to the extent of replacement value thereof, including plate glass insurance. Notwithstanding anything herein to the contrary, CITY shall repair and replace plate glass damaged as a result of casualty covered under the CITY'S policy of fire insurance with extended coverage. Should CITY make major repairs or rebuild the Facility, and COUNTY elects to remain as a tenant, CITY shall replace said building with a structure as good as or better than the damaged or destroyed building. CITY further agrees to name Broward County Board of County Commissioners as a Certificate Holder under its liability coverage.

23.2 The parties hereto acknowledge that COUNTY is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. COUNTY shall institute

and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Lease Agreement in accordance with the provisions of Section 768.28, Florida Statutes. COUNTY is fully self-insured and self administered for General Liability coverage pursuant Section 627.7264, Florida Statutes. Nothing herein is intended to serve as a waiver of COUNTY's sovereign immunity.

23.3 Mutual Release and Waiver of Subrogation: Notwithstanding anything to the contrary contained in the Agreement, CITY and COUNTY hereby release each other, and each other's agents employees, officers directors, and trustees firm any and all liability or responsibility for any loss or damage to property caused by fire or if such fire or other casualty have been caused by the negligence or fault of the other party or anyone for whom such party may be legally responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the property insurance policies of the parties shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair or prejudice the right of the releaser to recover thereunder. CITY and COUNTY each agree that their respective policies will include such a clause or endorsement so long as the same is obtainable (cost shall not be a basis to claim non-obtainability), and, if not obtainable, shall so advise the other in writing and such notice shall release both parties from the obligation to obtain such a clause or endorsement.

24. EXECUTION AND RE-EXECUTION OBLIGATION

In the event either Party deems it necessary or advisable for the other to execute or re-execute any document or documents to effectuate the terms of this Lease Agreement, the Party requested to do so shall execute or re-execute such document or documents reasonably required by the other Party. If there is a cost related to the execution or re-execution required by this paragraph, the Party requesting execution or re-execution shall pay such costs.

All requests for execution or re-execution of documents and payment of costs shall be complied with within thirty (30) days of the written request. A Party's failure to comply with the obligation hereunder shall constitute a default and shall entitle the other party to the remedies described in Paragraph 18 (Default) of this Lease Agreement including, but not limited to, specific performance or execution of such document or documents on behalf of the defaulting party by a court-designated representative.

25. CONFLICT RESOLUTION

In recognition of the complexities involved in implementing this Lease Agreement and the Parties desire to minimize the adverse effect and cost of disputes, as to disputes between CITY and COUNTY, the Parties hereby agree that in the first instance, their respective Contract Administrators shall endeavor to resolve every dispute amicably and to also define the nature and extent of any disagreement to the extent possible.

If the Parties' Contract Administrators are unable to reach an agreement within ten (10) business days after the dispute arises, they agree to enlist the assistance of the CITY's City Manager and the COUNTY's County Administrator or their respective designee(s) to review the dispute and participate in the effort to find a resolution that will avoid the necessity of litigation with the goal of resolving the dispute within ten (10) business days thereafter.

Furthermore, before any matter is brought to litigation, the Parties agree to submit to non-binding mediation to attempt to resolve their differences in good faith with a mediator mutually agreed upon by the CITY's City Manager and the COUNTY's County Administrator or their respective designee(s). The CITY and COUNTY further agree the cost of the mediator for any such non-binding mediation shall be shared equally with each Party to bear its own attorney's fees incurred in connection with such mediation.

26. APPLICABLE LAW AND VENUE

This Lease Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Lease Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the Seventeenth Judicial Circuit of Broward County, Florida. Venue for litigation arising out of this Lease Agreement shall be exclusively in the state courts forsaking any other jurisdiction which either Party may claim has jurisdiction.

BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT OR THIS LEASE AGREEMENT. Each Party shall bear its own attorney fees in any litigation or proceeding arising under this Agreement.

27. THIRD PARTY RIGHTS

Nothing in this Lease Agreement shall be construed to give any rights or benefits to anyone other than the CITY and COUNTY.

28. COMPLIANCE WITH LAWS

When performing its respective duties, CITY and COUNTY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.

29. SURVIVAL OF OBLIGATIONS

The obligations set forth in this Agreement shall survive the termination of the Lease and the completion of the Project and Library Facility.

If the Parties' Contract Administrators are unable to reach an agreement within ten (10) business days after the dispute arises, they agree to enlist the assistance of the CITY's City Manager and the COUNTY's County Administrator or their respective designee(s) to review the dispute and participate in the effort to find a resolution that will avoid the necessity of litigation with the goal of resolving the dispute within ten (10) business days thereafter.

Furthermore, before any matter is brought to litigation, the Parties agree to submit to non-binding mediation to attempt to resolve their differences in good faith with a mediator mutually agreed upon by the CITY's City Manager and the COUNTY's County Administrator or their respective designee(s). The CITY and COUNTY further agree the cost of the mediator for any such non-binding mediation shall be shared equally with each Party to bear its own attorney's fees incurred in connection with such mediation.

26. APPLICABLE LAW AND VENUE

This Lease Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Lease Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the Seventeenth Judicial Circuit of Broward County, Florida. Venue for litigation arising out of this Lease Agreement shall be exclusively in the state courts forsaking any other jurisdiction which either Party may claim has jurisdiction.

BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT OR THIS LEASE AGREEMENT. Each Party shall bear its own attorney fees in any litigation or proceeding arising under this Agreement.

27. THIRD PARTY RIGHTS

Nothing in this Lease Agreement shall be construed to give any rights or benefits to anyone other than the CITY and COUNTY.

28. COMPLIANCE WITH LAWS

When performing its respective duties, CITY and COUNTY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.

29. SURVIVAL OF OBLIGATIONS

The obligations set forth in this Agreement shall survive the termination of the Lease and the completion of the Project and Library Facility.

30. MATERIALITY AND WAIVER OF BREACH

COUNTY and CITY 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. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver or breach of any provision or modification of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed a modification of the terms of this Agreement. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

31. SEVERANCE

In the event a portion of this Lease Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

32. JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Lease Agreement has been their joint effort. The language agreed to 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 as to another.

33. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease Agreement and executed for the COUNTY by the Board of County Commissioners or another person empowered to execute contracts on behalf of the COUNTY, and CITY by the City Commission.

34. INDEPENDENT CONTRACTOR

CITY is an independent contractor and is in no sense an agent of COUNTY with no authority whatsoever to bind COUNTY and no acts or assistance given by COUNTY shall be construed to have altered this relationship. Services provided or acquired by CITY pursuant to this Lease Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY.

This Agreement shall not create nor be deemed to create a partnership or joint venture between the Parties. Likewise, COUNTY is an independent contractor and is in no

sense an agent of CITY, and COUNTY has no authority whatsoever to bind CITY, and no acts or assistance given by CITY shall be construed to have altered this relationship. Services provided or acquired by COUNTY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, neither COUNTY nor its agents shall act as officers, employees, or agents of CITY.

This Lease Agreement shall not create nor be deemed to create a partnership or joint venture between the Parties.

35. AUDIT RIGHTS AND RECORDS

CITY shall maintain during the term of this Lease separate books of account, reports, and records customarily maintained and such records as are necessary to document its activities pursuant to this Agreement and all monies received hereunder. Such books and records shall be kept in accordance with generally accepted accounting principles. The COUNTY shall have the right to review and audit CITY's books and records for the Library Facility by giving at least thirty (30) days' prior written notice to CITY of such intent to review or audit, or both.

All records of CITY related to this Agreement shall be maintained for a period consistent with the requirements of the State of Florida's public records law, if applicable, and, at least three (3) years after the expiration of this Agreement. This provision shall survive the expiration or termination of this Agreement.

36. TIME OF THE ESSENCE AND TIME PERIODS

Time shall be deemed to be of the essence for this Lease Agreement with respect to all provisions in which a definite time for performance is specified; provided, however, that the foregoing shall not be deemed to deprive any Party of the benefit of any cure period set forth herein. All time periods specified in this Lease Agreement shall be deemed to be calendar days unless specifically stated otherwise; provided, however, that if the last day of any particular calendar day period is a Saturday, Sunday, or legal holiday, then the time period shall be deemed to extend to the next business day.

37. FORCE MAJEURE

If the performance of this Lease Agreement, or any obligation hereunder is prevented as a result of war, national or local emergency, labor troubles, acts of God, casualty, or any other cause beyond its reasonable control, the Party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and to remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed.

sense an agent of CITY, and COUNTY has no authority whatsoever to bind CITY, and no acts or assistance given by CITY shall be construed to have altered this relationship. Services provided or acquired by COUNTY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, neither COUNTY nor its agents shall act as officers, employees, or agents of CITY.

This Lease Agreement shall not create nor be deemed to create a partnership or joint venture between the Parties.

35. AUDIT RIGHTS AND RECORDS

CITY shall maintain during the term of this Lease separate books of account, reports, and records customarily maintained and such records as are necessary to document its activities pursuant to this Agreement and all monies received hereunder. Such books and records shall be kept in accordance with generally accepted accounting principles. The COUNTY shall have the right to review and audit CITY's books and records for the Library Facility by giving at least thirty (30) days' prior written notice to CITY of such intent to review or audit, or both.

All records of CITY related to this Agreement shall be maintained for a period consistent with the requirements of the State of Florida's public records law, if applicable, and, at least three (3) years after the expiration of this Agreement. This provision shall survive the expiration or termination of this Agreement.

36. TIME OF THE ESSENCE AND TIME PERIODS

Time shall be deemed to be of the essence for this Lease Agreement with respect to all provisions in which a definite time for performance is specified; provided, however, that the foregoing shall not be deemed to deprive any Party of the benefit of any cure period set forth herein. All time periods specified in this Lease Agreement shall be deemed to be calendar days unless specifically stated otherwise; provided, however, that if the last day of any particular calendar day period is a Saturday, Sunday, or legal holiday, then the time period shall be deemed to extend to the next business day.

37. FORCE MAJEURE

If the performance of this Lease Agreement, or any obligation hereunder is prevented as a result of war, national or local emergency, labor troubles, acts of God, casualty, or any other cause beyond its reasonable control, the Party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and to remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed.

If CITY is ultimately unable to complete the Library Facility within a reasonable time following the force majeure event, CITY shall return all monies paid by COUNTY to CITY pursuant to this Lease Agreement and the attendant Interlocal Agreement at upon request by COUNTY.

38. CONDEMNATION

COUNTY reserves unto itself, and CITY assigns to COUNTY, all right to compensation and damages as the COUNTY's interest appears, accruing on account of any taking or condemnation of all or any part of the Library Facility and all other COUNTY related improvements or by reason of any act of any public or quasi-public authority for which damages are payable.

CITY agrees to execute such instruments or assignments as may be required by COUNTY, to join with COUNTY in any petition for the recovery of compensation and damages, if requested by COUNTY, and to turn over to COUNTY any such compensation and damages that may be recovered in any such proceeding.

COUNTY does not reserve unto itself, and CITY does not assign unto COUNTY, any compensation or damages payable for the value of the Project/Building alone, excluding the building and the improvements to the Library Facility. COUNTY shall also retain all compensation and damages for any fixtures installed by COUNTY on the Library Facility at its cost and expense, whether or not the same are part of the realty, or for any damages for interruption to operation of the Library Facility.

39. ENVIRONMENTAL CONTAMINATION

Portions of the Property are the subject of two Brownfield Site Rehabilitation Agreements (BSRAs) between COUNTY and CITY. CITY, as owner, retains responsibility for compliance with the BSRA remediation and all standards contained therein. Anything further that is discovered and required to be remediated, whether unknown or discovered shall be remediated by CITY.

With the exception of the foregoing, CITY represents and warrants to COUNTY that as of the date of execution of this Lease, neither CITY, nor to the best of CITY's knowledge has any third party, used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under or about the Library Facility during the time in which CITY owned the Library Facility. COUNTY covenants that it will not use, produce, manufacture, store, dispose of or discharge any hazardous wastes or toxic substances in, under or about the Library Facility (other than the normal and customary petroleum products used in the operation of motor vehicles on the Library Facility) during the term of this Lease.

40. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Broward County Public Health Unit.

41. TERMS

Every term of this Lease Agreement shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be material.

42. PRIOR AGREEMENTS

This document, together with the Interlocal Agreement and all exhibits thereto, 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 Lease Agreement that are not contained in this document, or the Interlocal Agreement.

Accordingly, the Parties agree that no deviation from the terms thereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained therein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease Agreement.

In the event there is a conflict between the terms and conditions of this Lease Agreement and the Interlocal Agreement the terms and conditions of this Lease Agreement shall prevail.

43. WHEREAS CLAUSES

The information contained in the Whereas Clauses set forth above is true and correct, and is hereby incorporated into the body of and made a part of this Agreement.

44. WAIVER

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

40. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Broward County Public Health Unit.

41. TERMS

Every term of this Lease Agreement shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be material.

42. PRIOR AGREEMENTS

This document, together with the Interlocal Agreement and all exhibits thereto, 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 Lease Agreement that are not contained in this document, or the Interlocal Agreement.

Accordingly, the Parties agree that no deviation from the terms thereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained therein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease Agreement.

In the event there is a conflict between the terms and conditions of this Lease Agreement and the Interlocal Agreement the terms and conditions of this Lease Agreement shall prevail.

43. WHEREAS CLAUSES

The information contained in the Whereas Clauses set forth above is true and correct, and is hereby incorporated into the body of and made a part of this Agreement.

44. WAIVER

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

45. COPIES OF LEASE

This Lease may be executed in multiple original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

46. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

47. CRIMINAL BACKGROUND SCREENING

47.1 CITY expressly understands and agrees that a duty is hereby created under this Agreement that requires CITY to provide ongoing disclosure throughout the term of this Agreement as provided for herein relative to the criminal background screening required by this Paragraph.

47.2 CITY shall perform criminal background screening as identified in Paragraph 47.3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement in the COUNTY Library and in areas reasonably likely to interact with library patrons. Further, if CITY's Contractor is permitted to utilize subcontractors under this Agreement, CITY shall perform or ensure that the background screening as required in Paragraph 47.3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this Lease of the Library Facility.

47.3 CITY shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for CITY on Library Facility. All persons subject to the criminal background screening under this Lease shall be rescreened annually based on the date of initial screening.

47.4 CITY shall maintain copies of the results of the criminal background screening required by this Paragraph for the term of this Lease and promptly forward copies of same to COUNTY, upon its request.

47.5 CITY shall be required to furnish to COUNTY's Contract Administrator, on a monthly basis, an Affidavit, in the form attached hereto as Exhibit "F," affirming the persons listed in the Affidavit have been background screened as required in Paragraph 47.3 above and have been deemed eligible by CITY to work on Library Facility. CITY's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of

persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for CITY under this Agreement who have been background screened as required in Paragraph 47.3 above and deemed eligible to work on the Library Facility. COUNTY's Contract Administrator may, in his or her discretion, permit CITY to furnish the monthly Affidavit in an electronic format.

47.6 In the event CITY obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by CITY to provide services under this Agreement, CITY shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by CITY based on the requirements of this Paragraph, CITY shall immediately cease allowing the person to work on County Library Property. Additionally, CITY shall be required to inform any person background screened pursuant to this Article who is providing services under this Agreement, to notify CITY within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Library Property.

47.7 CITY shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Paragraph.

47.8 COUNTY may terminate this Agreement immediately for cause, with Notice provided to CITY, for a violation related to CITY's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Library Property. COUNTY may also terminate this Agreement immediately for cause, with Notice provided to CITY, if COUNTY determines CITY failed to ensure that its permitted subcontractors, as defined in Paragraph 47.2 above, have been background screened as required in this Paragraph prior to performing any services under this Agreement on County Library Property. CITY will not be subject to immediate termination in the event COUNTY determines a violation of this Paragraph was outside the reasonable control of CITY and CITY has demonstrated to COUNTY compliance with the requirements of this Paragraph.

47.9 COUNTY may terminate this Agreement for cause if CITY fails to provide the monthly Affidavit to COUNTY as provided for under Paragraph 47.5 above, and CITY does not cure said breach within five (5) days of Notice provided to CITY.

48. OTHER PROVISIONS

Any additional provisions entered into any the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease.

49. RECORDING

This Lease shall be recorded in the public records of Broward County.

persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for CITY under this Agreement who have been background screened as required in Paragraph 47.3 above and deemed eligible to work on the Library Facility. COUNTY's Contract Administrator may, in his or her discretion, permit CITY to furnish the monthly Affidavit in an electronic format.

47.6 In the event CITY obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by CITY to provide services under this Agreement, CITY shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by CITY based on the requirements of this Paragraph, CITY shall immediately cease allowing the person to work on County Library Property. Additionally, CITY shall be required to inform any person background screened pursuant to this Article who is providing services under this Agreement, to notify CITY within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Library Property.

47.7 CITY shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Paragraph.

47.8 COUNTY may terminate this Agreement immediately for cause, with Notice provided to CITY, for a violation related to CITY's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Library Property. COUNTY may also terminate this Agreement immediately for cause, with Notice provided to CITY, if COUNTY determines CITY failed to ensure that its permitted subcontractors, as defined in Paragraph 47.2 above, have been background screened as required in this Paragraph prior to performing any services under this Agreement on County Library Property. CITY will not be subject to immediate termination in the event COUNTY determines a violation of this Paragraph was outside the reasonable control of CITY and CITY has demonstrated to COUNTY compliance with the requirements of this Paragraph.

47.9 COUNTY may terminate this Agreement for cause if CITY fails to provide the monthly Affidavit to COUNTY as provided for under Paragraph 47.5 above, and CITY does not cure said breach within five (5) days of Notice provided to CITY.

48. OTHER PROVISIONS

Any additional provisions entered into any the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease.

49. RECORDING

This Lease shall be recorded in the public records of Broward County.



Public Works Department
REAL PROPERTY SECTION

115 S. Andrews Avenue, Room 326 • Fort Lauderdale, Florida 33301 • 954-357-6815 • FAX 954-357-6292 • mhammond@broward.org

September 1, 2011

Mary L. Chambers, MMC
City Clerk
P.O. Drawer 1300, suite 253
Pompano Beach, FL 33061

RE: Library Agreement with Lease

Dear Ms. Chambers:

I am sending you a copy of the County Commission Board Item #52 showing that both motions were approved. I have also included the executed agreement with all of its exhibits. Please note that Exhibit 2, the Lease, will not be fully executed until such time as the Library is completed and ready for occupancy. I have pulled the section of signature pages and substituted yellow pages into all of the original Lease documents. This makes it easy to see which pages will be replaced when the building is ready. I am holding all of the original Lease signature pages in my file. I explained this to your attorney, Fawn Powers, and she agreed to this concept.

If you have any questions I can be reached at 954-357-6815.

Sincerely,

Marie Andrée Hammond
Assistant Real Estate Officer

Cc: Sue Goldstein, Construction management Division

Enclosures

*This section
will be replaced.*

50. ENTIRE AGREEMENT

This Agreement, the attached Exhibits "A," "B," "C," "D," "E" and "F" and any addenda or amendments signed by the parties, shall constitute the entire Agreement between CITY and COUNTY, and supersedes any other written or oral agreement between them. This Agreement can only be modified in writing signed by CITY and COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and CITY, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
It's Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY, County
Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Risk Manager

By _____
Nancy Rubin
Assistant County Attorney

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Chester W. ...

By: *[Signature]*
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: *[Signature]*
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of July, 2011, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Mitzi A. Scott
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A



END
VIC CAMPUS

CITY OF POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY



NEW PUBLIC L
CIVIC CAMP

EXHIBIT B

**As-Built Floor Plan of Project to include Library Facility
and possibly Pompano Beach Cultural Center**

TO BE INSERTED AT EXECUTION OF LEASE AGREEMENT

EXHIBIT

C

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Nancy Rubin, Esq.
Broward County Attorney's Office
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
954-357-7600

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is made this ____ day of _____, 2011, between the City of Pompano Beach, a Florida municipal corporation, its successors and assigns, hereinafter referred to as "CITY" having its principal place of business at 100 West Atlantic Boulevard, Pompano Beach, FL 33060, and Broward County, a political subdivision of the State of Florida, its successors and assigns (the "COUNTY") with its principal address at 115 South Andrews Ave., Fort Lauderdale, FL 33301.

WHEREAS, CITY is the owner of land in Pompano Beach, Broward County, Florida, more particularly described in Exhibit "A" of this Agreement (the "Property"); and

WHEREAS, COUNTY entered into an agreement with CITY and the Pompano Beach Community Redevelopment Agency ("CRA") to utilize COUNTY funds and construct a building to be owned by CITY on a portion of the Property, the ground floor of which shall be leased to COUNTY for use as a public library together with 130 dedicated parking spaces and certain appurtenances (collectively the "Library Facility") pursuant to a fifty (50) year lease; and

WHEREAS, the Library Facility, including the parking, has been constructed, thereby reaching completion of the library project ("Project Completion"); and

WHEREAS, CITY wishes to grant COUNTY a perpetual easement for ingress and egress up, over, and across the Property for the purposes of providing access from the public roads to parking areas for the Library Facility.

NOW, THEREFORE, in consideration of the mutual agreements herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the CITY and COUNTY hereby agree as follows.

1. **Access**

CITY hereby grants to COUNTY and any successors in title to the Library FACILITY, its tenants and their respective employees, patrons, licensees, invitees, and guests, a perpetual, non-exclusive easement of ingress and egress upon, over, and across the Property for the Library Facility, for the purposes of access, parking, loading and unloading, book-drops, signage, dumpster uses, which area is legally described on the attached Exhibit "B" of this Access Agreement. Access to the Property for the purposes of ingress and egress to the Library Facility will be provided from East Atlantic Boulevard, South Cypress Road, and Southwest 2nd Street, via the interior roads of the City Hall Civic Campus.

2. **Additional Provisions**

2.1 The Library Facility is to be used for library purposes and the COUNTY has agreed to operate it as part of the COUNTY's public library system. In the event the COUNTY abandons the Library Facility, or uses it for uses not consistent with a public library, CITY may, at CITY's sole option, give notice to the COUNTY, demanding the Library Facility be used for library purposes only. If COUNTY fails to discontinue the improper use and continue operation of a public library, the CITY may, at its sole option, terminate this easement.

2.2 **NOTICES.** Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR BROWARD COUNTY:

Broward County
Director of Libraries Division
100 South Andrews Avenue
Fort Lauderdale, Florida 33301

Broward County
Director of Real Property
115 South Andrews Avenue, Room 326
Fort Lauderdale, Florida 33301

FOR CITY:

Dennis W. Beach, City Manager
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

- 2.3 The easement granted by this instrument to COUNTY is for the benefit of and appurtenant to the Library Facility, and shall run with the land and bind the COUNTY and the CITY, and the successors and assigns in title of either of them as owner of such property.
- 2.4 Rights under this instrument shall not be assignable, except to a successor in title.
- 2.5 COUNTY and CITY are agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and each agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Access Agreement or any other contract.
- 2.6 No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties, with the same formality and of equal dignity of this instrument.
- 2.7 Failure of either Party to insist upon strict performance of any covenant or condition of this Access Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Access Agreement shall be waived or modified except by the Parties hereto in writing.
- 2.8 Neither COUNTY nor CITY intends to directly or substantially benefit a third party by this Access Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Access Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Access Agreement. The Parties expressly acknowledge that it is not their intent to create any

rights or obligations in any third person or entity under this Access Agreement.

- 2.9 The Parties hereto shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Access Agreement because of race, age, religion color, gender, national origin, marital status, disability or sexual orientation.

**REMAINDER OF PAGE BLANK
SIGNATURES ON FOLLOWING PAGES**

"CITY":

Witnesses:

[Signature]
[Signature]

CITY OF POMPANO BEACH

By: [Signature]
LAMAR FISHER, MAYOR

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS
CITY CLERK

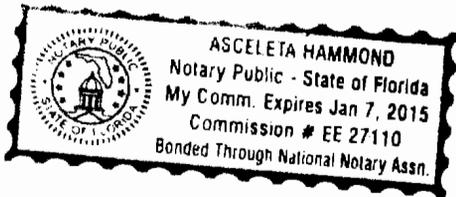
(SEAL)

Approved As To Form:
[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 26th day of July, 2011 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Mah
H:Pompano Library/Access Agreement

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Nancy Rubin, Esq.
Broward County Attorney's Office
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
(954) 357-7600

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (this "Parking Agreement") is made and entered into this _____ day of _____, 2011, by and between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, having an address at Broward County, Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter "COUNTY"), and the CITY OF POMPANO BEACH, a Florida municipal corporation, its successors and assigns, having an address at 100 West Atlantic Boulevard, Pompano Beach, Florida 330604300 N.W. 36 Street, Lauderdale Lakes, Florida 33319 (hereinafter "CITY").

RECITALS

1. CITY owns fee simple title to certain real property located in Broward County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property").
2. Utilizing COUNTY funds and pursuant to an agreement with CITY and the Pompano Beach Community Redevelopment Agency ("CRA"), COUNTY has agreed to allow the CITY and CRA to program, design and construct a building on a portion of the Property, the ground floor of which shall be leased for a 50 year term to COUNTY for use as a public library together with 130 dedicated parking spaces and certain appurtenances (collectively the "Library Facility").
3. As part of the design and construction of the Library Facility, CITY shall install, construct, maintain, and repair a minimum of 130 dedicated parking spaces not to exceed 300 feet from the Library Facility until such time, if ever, a parking garage is constructed on the Property which shall be located within 250 feet of the Library Facility, provide an equivalent number of dedicated parking spaces, and be located on the lowest possible floor(s) of the parking garage (the "Parking") along

with related improvements, including, but not limited to, driveways, landscaping, lighting, and sidewalks (collectively the "Appurtenances").

4. CITY has agreed to grant to COUNTY a non-exclusive, perpetual easement for use of the Parking and Appurtenances.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY do hereby agree as follows:

1. Recitals. The Parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Parking Agreement as if fully set forth herein.

2. Intent. CITY and COUNTY are entering into this Parking Agreement in conjunction with that certain Interlocal Agreement dated _____, 2011 (the "Agreement") which allows the CITY and CRA to program, design and construct the Library Facility together with attendant parking and appurtenances on the Property, including the proposed construction of a second floor onto the Library Facility to be utilized as the Pompano Beach Cultural Center for cultural or educational purposes in a manner at all times compatible with the Library. It is the intent of the Parties that the Parking and Appurtenances to be installed, constructed, operated, maintained, repaired and replaced hereunder are to be used in conjunction with, and provide the required parking for, the Library Facility.

3. Grant of Easement. Subject to the terms and conditions of this Parking Agreement, CITY does hereby grant and convey to COUNTY and its licensees, agents, independent contractors, successors and assigns, a non-exclusive, perpetual easement in, over, upon, across and through the Property for the purpose of vehicular and pedestrian ingress and egress and vehicular parking. The foregoing easement rights are in addition to the parking rights granted by CITY to COUNTY pursuant to that certain Lease between the Parties of even date herewith.

With respect to the remainder of the parking spaces in the surface parking lot or garage ("CITY's Parking Spaces"), CITY's easement hereunder shall be exclusive in nature. Without limiting the foregoing, CITY may restrict access to CITY's Parking Spaces, charge and collect fees for their use which fees shall be the sole property of the CITY, and otherwise promulgate and enforce rules and regulations for the use and operation of the surface parking lot or garage; provided, however, the one hundred thirty (130) spaces maintained for COUNTY's use shall remain accessible and unrestricted at all times.

4. Covenants Running with the Land. This Parking Agreement and the rights and interests created herein, shall run with the land and shall be binding upon and inuring to the benefit of the Parties hereto and their respective successors and assigns.

5. Indemnification.

5.1. Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as amended or superseded, CITY does hereby indemnify and hold harmless COUNTY from and against any and all liabilities, damages, claims, costs or expenses whatsoever, including reasonable attorneys' fees and costs at both the trial and appellate levels (collectively the "Claims") arising from CITY's and its licensees, agents, independent contractors exercise of their rights under this Parking Agreement, except to the extent of any Claims due to the acts or omissions of COUNTY and its licensees, agents and independent contractors.

5.2. Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as amended or superseded, COUNTY does hereby indemnify and hold harmless CITY from and against any and all Claims arising from COUNTY's and its licensees, agents and independent contractors exercise of their rights under this Parking Agreement, except to the extent any Claims are due to the acts or omissions of CITY and its licensees, agents and independent contractors.

6. Miscellaneous.

6.1. In the event it becomes necessary to enforce through litigation, any term or condition of this Parking Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and reasonable attorneys' fees at all trial and appellate levels.

6.2. This Parking Agreement shall be construed under the laws of the State of Florida. COUNTY shall, at COUNTY's cost and expense, record this Parking Agreement and any amendments hereto in the Public Records of Broward County, Florida. This Parking Agreement may only be modified, supplemented or revised in writing signed by the Parties, or their successors or assigns, and any modification shall be effective only upon recordation in the Public Records of Broward County, Florida.

6.3. Any notices required, permitted or desired to be given hereunder shall be in writing, and shall be deemed delivered when on any business day delivery is made, attempted, or refused, as indicated on the return receipt, if sent via overnight courier service requiring receipt or by U.S. mail certified, return receipt requested, and addressed to the Parties at the following addresses.

FOR COUNTY:

Broward County Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301

With copies to:

Real Property Section
Broward County Governmental Center, Room 326
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Libraries Division
Director of Libraries Division
100 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR CITY:

Dennis Beach, City Manager
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

With a copy to:

Gordon B. Linn, City Attorney
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

6.4. This Parking Agreement is not intended nor shall it be construed to create any third-party beneficiary rights as to any person who is not a party hereto unless expressly otherwise provided. No third party shall be entitled to assert a claim against either CITY or COUNTY, or both, based upon this Parking Agreement

6.5. If any clause, sentence or other portion of this Parking Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

**REMAINDER OF PAGE BLANK
SIGNATURES ON FOLLOWING PAGES**

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have executed this Easement as of the date set forth hereinabove.

WITNESSES:

COUNTY:

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners, Broward
County, Florida

By _____
Mayor
_____ day of _____, 20 ____

Insurance requirements approved by
Broward County Risk Management
Division

Approved as to form by
Joni Armstrong Coffey, County Attorney
for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____

By _____
Nancy Rubin
Assistant County Attorney
_____ day of _____, 20 ____

"CITY":

CITY OF POMPANO BEACH

Witnesses:

[Signature]

[Signature]

By: [Signature]
LAMAR FISHER, MAYOR

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 26th day of July, 2011 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Asceleata Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



L:/todo/fp/library/parking-easement

EXHIBIT E

Legal Description or Depiction of Dedicated Parking
for the Library Facility

TO BE INSERTED AT EFFECTIVE DATE OF LEASE AGREEMENT

EXHIBIT F

Criminal Background Screening Affidavit Form

TO BE INSERTED AT EFFECTIVE DATE OF LEASE AGREEMENT

**EXHIBIT 3 - WORK LETTER FOR DESIGN AND
CONSTRUCTION SERVICES**

INCLUDING ATTACHMENTS 1-5

EXHIBIT "3"

WORK LETTER

FOR

DESIGN AND CONSTRUCTION SERVICES

OF

THE LIBRARY FACILITY

WORK LETTER
TABLE OF CONTENTS

Article

1. Definition
2. Project Description and Program
3. Basic Services
4. General Requirements
5. Pre-Design Phase
6. Phase I - Schematic Design
7. Phase II - Design Development
8. Phase III - Construction Documents Development
9. 100% Construction Documents Submitted
10. Phase IV - Bidding and Negotiations
11. Phase V – Administration of the Construction Contract
12. Phase VI – Warranty Administered and Post-Occupancy Services
13. Other Basic Services

WORK LETTER
TABLE OF CONTENTS

Article

1. Definition
2. Project Description and Program
3. Basic Services
4. General Requirements
5. Pre-Design Phase
6. Phase I - Schematic Design
7. Phase II - Design Development
8. Phase III - Construction Documents Development
9. 100% Construction Documents Submitted
10. Phase IV - Bidding and Negotiations
11. Phase V - Administration of the Construction Contract
12. Phase VI - Warranty Administered and Post-Occupancy Services
13. Other Basic Services

INDEX OF ATTACHMENTS

Attachment

- 1 **Conceptual Site Plan**

- 2 **Preliminary Building Program**

- 3 **Sample Project Schedule**

- 4 **Electronic Media Submittal Requirements**

- 5 **LEED Requirements for the Library Facility**

**WORK LETTER
FOR DESIGN AND CONSTRUCTION SERVICES
OF THE LIBRARY FACILITY**

1.00 DEFINITIONS

1.01 Consultant: An architectural design firm to be chosen through a Request for Qualifications to design the Library Facility and possibly a Pompano Beach Cultural Center, either or both of which singularly or collectively constitute the "Project".

1.02 County Contract Administrator: The Director of COUNTY's Construction Management Division, who is the representative for the Board of County Commissioners of Broward County, Florida, concerning the Project. In the administration of this Work Letter, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the County Contract Administrator; provided, however, that such instructions and determinations do not change this Work Letter or the terms of the Interlocal Agreement. The County Contract Administrator may assign a project manager to be responsible for the day-to-day conduct and management of the Project on the Contract Administrator's behalf.

1.03 City Contract Administrator: The Director of CITY's Public Works Department, who is the representative for the City Commission of Pompano Beach, Florida, concerning the Project. In the administration of this Work Letter, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the City Contract Administrator; provided, however, that such instructions and determinations do not change this Work Letter or the terms of the Interlocal Agreement. The City Contract Administrator may assign a Project Manager to be responsible for the day- to-day conduct and management of the Project on the Contract Administrator's behalf.

1.04 Contractor: A Florida-certified General Contractor who has entered into an agreement with CRA to provide pre-construction, construction and post-construction services for the Project. Contractor will be selected by the CRA and CITY through a competitive bidding process.

1.05 Project Director: That person who is the representative for the Pompano Beach Community Redevelopment Agency (the "CRA") concerning the Project. In the administration of this Work Letter, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the Project Director; provided, however, that such instructions and determinations do not change this Work Letter or the terms of the Interlocal Agreement. The Project Director may assign a Project Manager to be responsible for the day-to-day conduct and management of the Project on the Project Director's behalf. The Project Director for this Project is the CRA's Executive Director.

2.00 PROJECT DESCRIPTION, SITE AND PROGRAM

2.01 The following paragraphs form a general description of the design and construction services required for new facilities to be delivered by CRA and CITY to COUNTY.

2.02 Project Description: Programming, design and construction of an approximately 25,000 to 30,000 square foot Library Facility and possibly the Pompano Beach Cultural Center, including, but not limited to, site development in possible conjunction with CRA's Master Plan for the Civic Campus, off-site improvements (if any), utility systems, and lighted monument and building signage.

2.03 Project Site location: 100 W. Atlantic Boulevard, Pompano Beach, FL 33060

2.04 Preliminary Building Program for the Library Facility: A Conceptual Site Plan and Preliminary Building Program, in substantial form, are attached to this document as Attachments 1 and 2, Requirements for the Consultant's use and modification of that generic program follow under Predesign Services as further described below.

2.05 Design Criteria: The CRA, through its Project Director, and the COUNTY, and CITY through their respective Contract Administrators, shall mutually agree in writing to the form and content of design criteria for the major building systems, assemblies, materials and construction quality standards for the Project and shall incorporate that design criteria into the final Building Program developed for the Project.

3.00 BASIC SERVICES

3.01 The services listed below, in addition to those specified by the Interlocal Agreement, are related to the specific Project or other professional services as necessary to meet the needs of COUNTY, CITY and CRA.

3.02 The listed services below shall not limit those activities or services that may be requested by the COUNTY and that may be required of CRA and CITY to design and construct the Project.

4.00 GENERAL REQUIREMENTS

4.01 The CRA and CITY agree to provide complete professional architectural, engineering, construction and/or other professional services as set forth in the Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform such services. The CITY's Contract Administrator shall provide the COUNTY's Contract Administrator with copies of Consultant's and Contractor's agreements with the CRA and CITY (including, but not limited to, professional

services agreements, pre-construction services agreements, design/build agreements and construction contracts] upon execution by the parties to those agreements.

4.02 The Contract Administrators and the Project Director shall meet to develop a Preliminary Project Schedule which shall govern the initial design and construction activities of the Project not later than 60 days after the full execution of Work Letter and shall delineate projected time frames and key milestone dates for all subsequent Project phases and Project events up to and including any warranties that may be applicable to the eventual construction. A sample Project Schedule is attached at Attachment 3.

4.03 The Contract Administrators and the Project Director shall schedule and attend Project review and coordination meetings throughout the Project at intervals appropriate to the progress of the Project and as necessary to address Project issues as they may arise. At each of these meetings, the Contract Administrators and the Project Director shall review the Project's budget contract prices, schedule, and scope along with the development and progress to date on the respective phases of the Project and any special problems related to the Project's continuing progress. The CITY's Contract Administrator shall provide progress sketches, schedules, budget reports, schedule of values and other documents sufficient to illustrate progress and the issues at hand for the COUNTY Contract Administrator and Project Director's review and decision.

4.04 The Contract Administrators, Project Director, Consultant, Contractor, and representatives of each major subconsulting or subcontracting firm, shall attend a Design Phase Kick-Off meeting and a Design Phase Debriefing meeting which will be scheduled by the Project Director and Contract Administrators at the beginning and end of each of the Project's design phases. The Design Phase Kick-Off meeting will provide a forum for the entire Project team to review Project goals, continuing Project issues, and review performance expectations for the respective phase of the Project. The Design Phase Debriefing Meeting will provide a forum in which the entire Project team can provide feedback concerning team performance, communications, procedures, quality control and other related issues for the current and future projects.

4.05 The Project Director, Consultant and Contractor shall attend periodic furnishings and equipment coordination meetings as scheduled at their mutual convenience during the Project. These meetings will be scheduled to coordinate the provision of furniture and equipment items by Contract Administrators with the design and construction activities of CRA and CITY. Members of the COUNTY's and CITY's using agencies will attend these meetings to coordinate and communicate their functional requirements and preferences.

4.06 The Contract Administrators, Project Director, Consultant, Contractor and the artist(s) selected by the COUNTY shall attend periodic coordination meetings

services agreements, pre-construction services agreements, design/build agreements and construction contracts) upon execution by the parties to those agreements.

4.02 The Contract Administrators and the Project Director shall meet to develop a Preliminary Project Schedule which shall govern the initial design and construction activities of the Project not later than 60 days after the full execution of Work Letter and shall delineate projected time frames and key milestone dates for all subsequent Project phases and Project events up to and including any warranties that may be applicable to the eventual construction. A sample Project Schedule is attached at Attachment 3.

4.03 The Contract Administrators and the Project Director shall schedule and attend Project review and coordination meetings throughout the Project at intervals appropriate to the progress of the Project and as necessary to address Project issues as they may arise. At each of these meetings, the Contract Administrators and the Project Director shall review the Project's budget contract prices, schedule, and scope along with the development and progress to date on the respective phases of the Project and any special problems related to the Project's continuing progress. The CITY's Contract Administrator shall provide progress sketches, schedules, budget reports, schedule of values and other documents sufficient to illustrate progress and the issues at hand for the COUNTY Contract Administrator and Project Director's review and decision.

4.04 The Contract Administrators, Project Director, Consultant, Contractor, and representatives of each major subconsulting or subcontracting firm, shall attend a Design Phase Kick-Off meeting and a Design Phase Debriefing meeting which will be scheduled by the Project Director and Contract Administrators at the beginning and end of each of the Project's design phases. The Design Phase Kick-Off meeting will provide a forum for the entire Project team to review Project goals, continuing Project issues, and review performance expectations for the respective phase of the Project. The Design Phase Debriefing Meeting will provide a forum in which the entire Project team can provide feedback concerning team performance, communications, procedures, quality control and other related issues for the current and future projects.

4.05 The Project Director, Consultant and Contractor shall attend periodic furnishings and equipment coordination meetings as scheduled at their mutual convenience during the Project. These meetings will be scheduled to coordinate the provision of furniture and equipment items by Contract Administrators with the design and construction activities of CRA and CITY. Members of the COUNTY's and CITY's using agencies will attend these meetings to coordinate and communicate their functional requirements and preferences.

4.06 The Contract Administrators, Project Director, Consultant, Contractor and the artist(s) selected by the COUNTY shall attend periodic coordination meetings

throughout the Project as scheduled by the County Contract Administrator to address incorporation of public art into the Library Facility. These meetings will focus on the nature of the proposed artwork, the opportunities for integrating artwork into an efficient, economical building design, coordination of building systems and components with proposed artwork, coordination and documentation of artwork within the construction Contract Documents, and the artists' involvement and responsibilities during the design and construction process. Commissioners from the Board of County Commissioners may participate in these public art meetings.

4.07 The City Contract Administrator shall keep the County Contract Administrator informed of any proposed changes in the Building Program or in previously agreed upon construction materials, systems or equipment as the Project drawings and specifications are developed or as construction progresses. Proposed changes must be reviewed and approved in writing by the County Contract Administrator prior to incorporation into the design, construction documents or construction.

4.08 The Project Director and City Contract Administrator shall provide various documents further defined below in both hardcopy and electronic media formats. The County Contract Administrator's preference for electronic media submittals is contained in Attachment 4, Electronic Media Submittal Requirements. Project Director and City Contract Administrator shall submit requests for deviations from the electronic media submittal requirements in advance for the County Contract Administrator's consideration and written approval.

4.09 County Contract Administrator shall retain documents, electronic media and other materials submitted by Project Director and City Contract Administrator, except as otherwise noted herein.

4.10 The City Contract Administrator shall make complete document submittals at the various phases listed below. Incomplete or partial submittals may be requested in advance through the County Contract Administrator and may be allowed only when the City Contract Administrator has received advance approval in writing by the County Contract Administrator. Incomplete or partial submittals made without advance approval shall be returned to the City Contract Administrator un-reviewed and unaccepted by the County Contract Administrator.

4.11 The City Contract Administrator shall be responsible for all municipal, county and other jurisdictional agency coordination, submittals, fees and approvals required for the Project during all phases.

4.12 The City Contract Administrator shall document for County Contract Administrator the progress and amounts owing to Consultant and Contractor based on City Contract Administrator's measurement of design progress, submittals, observations at the site and on evaluations of the Consultant's and Contractor's

respective invoices or Applications for Payment. City's Contract Administrator shall certify such invoices or Applications for Payment in such amount to appropriately reflect the Consultant or Contractor's actual progress to the date of their invoice or Application for Payment submittal. The City Contract Administrator's certification shall represent that Consultant's and Contractor's progress and work products are in substantial accordance with their agreements with the CRA and CITY and those design and construction standards jointly established by the Project Director and Contract Administrators. Copies of the Consultant's and Contractor's invoices or Applications for Payment bearing the City Contract Administrator's certification(s) shall be attached to CITY's invoices submitted to the County Contract Administrators. The submitted copies of the Consultant's and Contractor's invoices or Applications for Payment shall include documentation of their compliance with the County Business Enterprise (CBE) and Prevailing Wage Programs and updated Project schedules. Contractor's invoices or Applications for Payment shall also include an updated Schedule of Values.

4.13 In accordance with the requirements set forth in Attachment 5, the Project Director and Consultant shall pursue design principles and guidelines established by the United States Green Building Council (USGBC) for achieving a "green" LEED-NC

5.00 PREDESIGN PHASE

5.01 The Project Director shall confer with representatives of the County Contract Administrator to verify, confirm and finalize the scope of Programming Documents developed for the Project to date. These activities shall include:

(A) Establishing a listing of appropriate COUNTY staff, Using Agency(ies) and other representatives who will be providing information or feedback to the Project Director during the programming process to include in this listing the representative's name, title, organization, address, phone, fax and e-mail address. Project Director shall periodically review, update and distribute this list throughout this and subsequent Project phases.

(B) Establishing and verifying a chain of responsibility or decision making for the COUNTY's portion of the Project, including the role of stakeholder or community input, for use in later decision making during the programming process and subsequent design phases.

(C) Obtaining and mobilizing any facilities, consultants, or other specialists to provide technical or functional information necessary to develop and refine the Programming Documents.

5.02 The Project Director shall confer with representatives of the City Contract Administrator to verify, confirm and finalize the scope of Programming Documents developed for the Project to date. These activities shall include:

respective invoices or Applications for Payment. City's Contract Administrator shall certify such invoices or Applications for Payment in such amount to appropriately reflect the Consultant or Contractor's actual progress to the date of their invoice or Application for Payment submittal. The City Contract Administrator's certification shall represent that Consultant's and Contractor's progress and work products are in substantial accordance with their agreements with the CRA and CITY and those design and construction standards jointly established by the Project Director and Contract Administrators. Copies of the Consultant's and Contractor's invoices or Applications for Payment bearing the City Contract Administrator's certification(s) shall be attached to CITY's invoices submitted to the County Contract Administrators. The submitted copies of the Consultant's and Contractor's invoices or Applications for Payment shall include documentation of their compliance with the County Business Enterprise (CBE) and Prevailing Wage Programs and updated Project schedules. Contractor's invoices or Applications for Payment shall also include an updated Schedule of Values.

4.13 In accordance with the requirements set forth in Attachment 5, the Project Director and Consultant shall pursue design principles and guidelines established by the United States Green Building Council (USGBC) for achieving a "green" LEED-NC

5.00 PREDESIGN PHASE

5.01 The Project Director shall confer with representatives of the County Contract Administrator to verify, confirm and finalize the scope of Programming Documents developed for the Project to date. These activities shall include:

(A) Establishing a listing of appropriate COUNTY staff, Using Agency(ies) and other representatives who will be providing information or feedback to the Project Director during the programming process to include in this listing the representative's name, title, organization, address, phone, fax and e-mail address. Project Director shall periodically review, update and distribute this list throughout this and subsequent Project phases.

(B) Establishing and verifying a chain of responsibility or decision making for the COUNTY's portion of the Project, including the role of stakeholder or community input, for use in later decision making during the programming process and subsequent design phases.

(C) Obtaining and mobilizing any facilities, consultants, or other specialists to provide technical or functional information necessary to develop and refine the Programming Documents.

5.02 The Project Director shall confer with representatives of the City Contract Administrator to verify, confirm and finalize the scope of Programming Documents developed for the Project to date. These activities shall include:

(A) Establishing a listing of appropriate CITY staff, Using Agency(ies) and other representatives who will be providing information or feedback to the Project Director during the programming process to include in this listing the Representative's name, title, organization, address, phone, fax and e-mail address. Project Director shall periodically review, update and distribute this list throughout this and subsequent Project phases.

(B) Establishing and verifying a chain of responsibility or decision making for the CITY's portion of the Project, including the role of stakeholder or community input, for use in later decision making during the programming process and subsequent design phases.

(C) Obtaining and mobilizing any facilities, consultants, or other specialists to provide technical or functional information necessary to develop and refine the Programming Documents.

5.03 Site Identification, Documentation and Programming Services: The Project Director shall assist in the Contract Administrators' understanding of the Project site for the facilities and improvements envisioned by the COUNTY and CITY. Timely for Contract Administrators' use in analyzing the proposed Project site(s) with COUNTY and CITY'S facility needs, the Project Director shall provide Contract Administrators with documentation of the proposed Project site(s) comprised of:

(A) Documentation of all ownership and legal information including Title Deeds and Limitations or Covenants, Developer's Agreements and Legal Descriptions.

(B) Copies of Plat(s) including all Notes, development agreements, access points, easements, and other site information pertinent to the Plat(s).

(C) A Site Survey in electronic and hard copy formats.

(D) Copies of Environmental Reports and agreements as required for the Project. Include air, water, groundwater, wetlands, asbestos, PVC's and other HazMat conditions, archaeological/cultural resources, wildlife and other natural resources.

(E) Copies of Geotechnical Data related to the site: Geotechnical Report, Soil Boring Report and Soils Analysis.

(F) Documentation of vegetation characteristics of the site in the form of a Tree Survey and other descriptive data.

(G) Documentation of on- and off-site utilities required for or impacted by the Project.

(H) Documentation of any existing structures and/or site improvements.

1. Locations on Survey
2. Photographic record

(I) Documentation of critical adjacencies:

1. Neighboring Properties
2. Key "vicinity" improvements and resources
3. Roads and transportation network (including both vehicular and pedestrian access)
4. Other pending public and private projects in neighborhood

(J) Photographic Site Documentation including:

1. Still Photography (including site panoramas, aerial photographs, walking tour documentation)
2. Photographs and written documentation, sketches, notes or reports to confirm and record the general condition of the existing site with particular attention to the following building/site elements as appropriate to the Project:
3. Power supplies, switch gear, breaker panels, and transformers.
4. Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
5. Roofing, waterproofing and building envelope systems.
6. Site drainage systems and water retention characteristics.
7. Site vegetation, appurtenances, existing site improvements and access points from adjacent streets.
8. Adjacent properties and those facing the Project site across streets or other roadways.
9. On site structures requiring demolition or other "unauthorized" use of the site by third parties which require removal (and/or other disposition) prior to commencement of work on the Site.

(K) Preliminary Municipal Research and Coordination, including identification of the approvals process and the participating agencies for:

1. Locations on Survey
2. Photographic record

(I) Documentation of critical adjacencies:

1. Neighboring Properties
2. Key "vicinity" improvements and resources
3. Roads and transportation network (including both vehicular and pedestrian access)
4. Other pending public and private projects in neighborhood

(J) Photographic Site Documentation including:

1. Still Photography (including site panoramas, aerial photographs, walking tour documentation)
2. Photographs and written documentation, sketches, notes or reports to confirm and record the general condition of the existing site with particular attention to the following building/site elements as appropriate to the Project:
3. Power supplies, switch gear, breaker panels, and transformers.
4. Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
5. Roofing, waterproofing and building envelope systems.
6. Site drainage systems and water retention characteristics.
7. Site vegetation, appurtenances, existing site improvements and access points from adjacent streets.
8. Adjacent properties and those facing the Project site across streets or other roadways.
9. On site structures requiring demolition or other "unauthorized" use of the site by third parties which require removal (and/or other disposition) prior to commencement of work on the Site.

(K) Preliminary Municipal Research and Coordination, including identification of the approvals process and the participating agencies for:

1. Preliminary Zoning Requirements
2. Site Plan Approval Process
3. Preliminary Building Code Requirements
4. Building Department Process
5. Permitting Requirements
6. Other Agency Coordination

(L) Documentation of the Site(s) External Restraints on Building Area, Shape and Height

1. Total lot dimensions and area.
2. Usable lot area.
3. Setback restrictions.
4. Other zoning restrictions.
5. Deed covenants, easements, and right-of-ways.
6. Existing construction.
7. Solar orientation.
8. Building shadow restrictions.
9. Required public spaces.
10. Views.
11. General Topography and Drainage Characteristics.

(M) Documentation of CRA's Site Master Plan delineating CRA's proposed development of adjacent land parcels when Project site is part of a larger mixed use development including preliminary design solutions and development schedules.

5.04 The Project Director shall provide an in-depth review and confirmation of the Conceptual Site Plan and Preliminary Building Program attached to this Work Letter as Attachments 1 & 2 Project Director's services shall culminate in Project Director's submittal to the Contract Administrators of a comprehensive programming

document comprised of both electronic and hardcopy formats edited to include the design goals and criteria for both the building and the Project's specific site.

5.05 The Project Director shall conduct a series of interviews, facilitated by the Contract Administrators, with the responsible COUNTY and CITY Using Agency(ies) and other building users. Through these interviews, observations and other independent research, Project Director shall verify space requirements and program goals presented in the Conceptual Site Plan and Preliminary Building Program. Project Director shall refine the preliminary program to reflect the results of that verification and shall provide a finalized, detailed set of goals and requirements for the Project including design objectives, limitations and criteria; spatial and functional relationships; functional responsibilities of personnel; flexibility and expandability; special equipment and systems; and specific criteria related to the Project's specific site location.

5.06 The Project Director shall, as needed, verify, confirm and modify the Preliminary Building Program's description of occupancy needs and spatial allocation by coordinating with COUNTY and CITY staff, including building user groups and others as necessary. This shall include all space and flow diagrams, diagrammatic studies and descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.

5.07 The Project Director shall develop the Preliminary Building Program's Project specific description of site development criteria, building configuration, construction, and material standards by:

(A) Listing required or optional provisions for phased construction and future additions.

(B) Identifying property building line limitations to estimate ground level building areas.

(C) Listing required or optional provisions for phased construction and future additions.

(D) Verifying and documenting site zoning or other restrictions such as building heights, setbacks, etc.

(E) Identifying orientation considerations for solar, views, street access, etc.

(F) Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.

(G) Estimating size(s) of core area(s) required for:

document comprised of both electronic and hardcopy formats edited to include the design goals and criteria for both the building and the Project's specific site.

5.05 The Project Director shall conduct a series of interviews, facilitated by the Contract Administrators, with the responsible COUNTY and CITY Using Agency(ies) and other building users. Through these interviews, observations and other independent research, Project Director shall verify space requirements and program goals presented in the Conceptual Site Plan and Preliminary Building Program. Project Director shall refine the preliminary program to reflect the results of that verification and shall provide a finalized, detailed set of goals and requirements for the Project including design objectives, limitations and criteria; spatial and functional relationships; functional responsibilities of personnel; flexibility and expandability; special equipment and systems; and specific criteria related to the Project's specific site location.

5.06 The Project Director shall, as needed, verify, confirm and modify the Preliminary Building Program's description of occupancy needs and spatial allocation by coordinating with COUNTY and CITY staff, including building user groups and others as necessary. This shall include all space and flow diagrams, diagrammatic studies and descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.

5.07 The Project Director shall develop the Preliminary Building Program's Project specific description of site development criteria, building configuration, construction, and material standards by:

(A) Listing required or optional provisions for phased construction and future additions.

(B) Identifying property building line limitations to estimate ground level building areas.

(C) Listing required or optional provisions for phased construction and future additions.

(D) Verifying and documenting site zoning or other restrictions such as building heights, setbacks, etc.

(E) Identifying orientation considerations for solar, views, street access, etc.

(F) Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.

(G) Estimating size(s) of core area(s) required for:

1. Mechanical services
2. Electrical services
3. Restrooms
4. Telecommunications/Computer Server Rooms
5. Building Service Spaces

(H) Estimating and documenting structural spans required to suit room spatial needs.

(I) Identifying options of building configuration based on functions, occupancies, site limitations, orientation, height, spans and structural system.

(J) Identifying and documenting building cladding and fenestration suited to construction, structural, functional, and cost considerations.

(K) Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.

(L) Identifying and documenting any "Contract Administrator Preferences" for interior and exterior construction types, space planning, site planning, space functionalities, building systems and assemblies, room types, building envelopes, and maintenance and operational considerations.

(M) Identifying and documenting any neighborhood, sociological or demographic influences that will impact the Library Facility's design and operation.

(N) Identifying and documenting goals for integrating public art into the Project.

(O) Documenting physical characteristics of the Project site in the form of updated current surveys, soil borings, geotechnical studies, and other documentation necessary to communicate the condition and configuration of the site and any constraints that site may pose to design and construction of the Contract Administrator's desired facilities.

5.08 The Project Director shall analyze and document jurisdictional requirements related to concurrency or other regional/urban planning issues and provide that documentation to the Contract Administrators.

5.09 The Project Director shall research and document all codes, laws, rules, regulations and ordinances pertaining to the property, building type and probable building design established by other programming tasks and provides that documentation to the Contract Administrators.

5.10 The Project Director shall provide Contract Administrators with written cost estimates for the Project and budgeting services based on the programming tasks listed above and consisting of: conversion of programmed requirements to net area requirements; development of initial approximate gross facility areas; evaluation of current construction market conditions; application of unit cost data to gross area; estimates of related costs such as site development, landscaping, utilities, phasing and other services. Additionally, the Project Director shall:

Reconcile the Conceptual Site Plan and Preliminary Building Program with the COUNTY's and CITY's budgets.

Advise the Contract Administrators if budget and program are not compatible.

5.11 The Project Director shall confer with the Contract Administrators to confirm or develop recommendations concerning CRA's construction delivery methods (design-bid-build, design/build, construction management (CM), CM at Risk, fast-track, phased project, etc.) and the related bidding and/or selection processes necessary to select the construction delivery agent (Contractor, Construction Manager, etc.).

5.12 The Project Director shall submit ten (10) copies for the COUNTY and two (2) copies for the CITY of all documents required under this Phase (except where otherwise specified) for approval by both County and City Contract Administrators. The Contract Administrators shall review submitted documents and provide, within 10 working days, written review comments to the Project Director. If not initially satisfactory to the Contract Administrators, the Project Director shall modify and resubmit documents to the respective Contract Administrator(s) until approved (if not initially satisfactory to Contract Administrator) within 10 working days from the receipt of Contract Administrator's review comments.

5.13 In addition to the required hard copy documents described above, the Project Director shall submit the final Contract Administrators' approved programming documents on electronic media conforming to the Contract Administrators' Electronic Media Submittal Requirements (Attachment 3). The electronic media submittal shall include all text, drawings, spreadsheets, exhibits, diagrams, charts, photographs, presentation materials and other media used to prepare the program and present it to the Contract Administrators. Hard copy original archival documents that are unavailable in electronic media formats may be photographed or scanned and saved in TIFF, JPEG or other suitable electronic formats.

5.14 The Project Director shall not proceed with the next phase until the completion of all required presentations and reports, reconciliation or correction of all outstanding Contract Administrators review comments, and receipt of the Contract Administrators' written Notices to Proceed ("NTP") with the next phase.

5.10 The Project Director shall provide Contract Administrators with written cost estimates for the Project and budgeting services based on the programming tasks listed above and consisting of: conversion of programmed requirements to net area requirements; development of initial approximate gross facility areas; evaluation of current construction market conditions; application of unit cost data to gross area; estimates of related costs such as site development, landscaping, utilities, phasing and other services. Additionally, the Project Director shall:

Reconcile the Conceptual Site Plan and Preliminary Building Program with the COUNTY's and CITY's budgets.

Advise the Contract Administrators if budget and program are not compatible.

5.11 The Project Director shall confer with the Contract Administrators to confirm or develop recommendations concerning CRA's construction delivery methods (design-bid-build, design/build, construction management (CM), CM at Risk, fast-track, phased project, etc.) and the related bidding and/or selection processes necessary to select the construction delivery agent (Contractor, Construction Manager, etc.).

5.12 The Project Director shall submit ten (10) copies for the COUNTY and two (2) copies for the CITY of all documents required under this Phase (except where otherwise specified) for approval by both County and City Contract Administrators. The Contract Administrators shall review submitted documents and provide, within 10 working days, written review comments to the Project Director. If not initially satisfactory to the Contract Administrators, the Project Director shall modify and resubmit documents to the respective Contract Administrator(s) until approved (if not initially satisfactory to Contract Administrator) within 10 working days from the receipt of Contract Administrator's review comments.

5.13 In addition to the required hard copy documents described above, the Project Director shall submit the final Contract Administrators' approved programming documents on electronic media conforming to the Contract Administrators' Electronic Media Submittal Requirements (Attachment 3). The electronic media submittal shall include all text, drawings, spreadsheets, exhibits, diagrams, charts, photographs, presentation materials and other media used to prepare the program and present it to the Contract Administrators. Hard copy original archival documents that are unavailable in electronic media formats may be photographed or scanned and saved in TIFF, JPEG or other suitable electronic formats.

5.14 The Project Director shall not proceed with the next phase until the completion of all required presentations and reports, reconciliation or correction of all outstanding Contract Administrators review comments, and receipt of the Contract Administrators' written Notices to Proceed ("NTP") with the next phase.

5.15 The Project Director shall provide presentations of the Project's Program to COUNTY and CITY staff, Using Agencies or groups, the public, the Broward County Board of County Commissioners and the Pompano Beach City Commission as required by the Contract Administrators.

6.00 PHASE I - SCHEMATIC DESIGN

6.01 Upon receipt of the Contract Administrators' Notices to Proceed with Schematic Design, Project Director shall confer with representatives of the Contract Administrators to verify and confirm the Preliminary Building Program consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements.

6.02 The Project Director shall present a design to the Contract Administrators to illustrate the Building Program and integration of the Project's design into the CRA's Master Plan for the site and the adjacent parcels. The Contract Administrators will convene a schematic design review conference at which the Project Director and Consultant shall review the design solutions with the Contract Administrators, Using Agencies and other concerned parties. The design should address both design and construction of the Project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of Project delivery. The Contract Administrators shall review, approve or design solutions which shall then form the basis of the Project Director's continuing work on the Project and the primary content of the Design Concept and Schematics Report further described below.

6.03 The Project Director shall prepare, submit and present for approval by the Contract Administrators a Design Concept and Schematics Report, comprised of the Schematic Design Documents listed below including an identification of any special requirement(s) affecting the Project:

(A) Project Director's letter of transmittal.

(B) "Space Chart Form" formatted to list all spaces within the Project by room number, room title and net square foot area. The Space Chart Form must also include a listing of the COUNTY and CITY components of the Project's total net square foot area, total gross square foot area, and an efficiency percentage derived from the ratio of total net to total gross square foot areas, noting any deviations from the Contract Administrators' approved programmatic documents for the Project.

(C) Concept Drawings. These documents shall be schematic drawings responding to the predesign documentation and Building Program requirements illustrating the general scope, scale, and relationship of Project components. These drawings shall include a site plan, floor plans, life-safety plans, an ADA Plan delineating the initial

decisions concerning compliance with the Florida Accessibility Code for Building Construction (1997 edition or later), building sections and elevations, landscape concept drawings, and concept drawings from the other participating design disciplines such as structural, mechanical, electrical engineering.

(D) Preliminary graphics, concept sketches and other supplementary materials suggesting proposed locations for integrated public art, thematic design treatments for children's areas, youth services areas, and/or other special spaces which have been programmed for special or thematic design content, including theme oriented furnishings, graphics, signage, finish materials and other "special" construction such as entryway treatments, etc.

(E) A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems, including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems.

(F) Project Schedule: The Project Director shall prepare an updated Project Schedule that shall show activities including, but not limited to, Project Director efforts, design activities, bidding and negotiation activities, construction activities, and Contract Administrators and other municipal/agency reviews and approvals required to complete the design and construction services.

(G) The Statement of Probable Construction Cost: The Project Director shall submit to Contract Administrators a schematic design phase estimate of probable construction cost itemized by major categories and projected to the expected time of bid. Project Director shall ensure that the proposed design solution and construction activities remain within the available budget for the Project. Project Director shall provide Contract Administrators with recommendations for maintaining the Project within the available budget and Contract.

Contract Administrators shall mutually adjust the Project scope, schedule or budget to ensure constructability of the Project within the limits of funds available.

6.04 The Project Director shall submit five (5) copies of all documents required under this Phase (except where otherwise specified) without additional charge, for approval by the Contract Administrators. The Contract Administrators shall review submitted documents and provide, within 10 working days, written review comments to the Project Director. The Project Director shall modify and resubmit to Contract Administrators until approved, (if not initially satisfactory to COUNTY or CITY Contract Administrator) within 10 working days from the receipt of the respective Contract Administrator's review comments such documents and drawings as required to fulfill the submittal requirements for this Project phase as listed in the paragraphs above.

decisions concerning compliance with the Florida Accessibility Code for Building Construction (1997 edition or later), building sections and elevations, landscape concept drawings, and concept drawings from the other participating design disciplines such as structural, mechanical, electrical engineering.

(D) Preliminary graphics, concept sketches and other supplementary materials suggesting proposed locations for integrated public art, thematic design treatments for children's areas, youth services areas, and/or other special spaces which have been programmed for special or thematic design content, including theme oriented furnishings, graphics, signage, finish materials and other "special" construction such as entryway treatments, etc.

(E) A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems, including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems.

(F) Project Schedule: The Project Director shall prepare an updated Project Schedule that shall show activities including, but not limited to, Project Director efforts, design activities, bidding and negotiation activities, construction activities, and Contract Administrators and other municipal/agency reviews and approvals required to complete the design and construction services.

(G) The Statement of Probable Construction Cost: The Project Director shall submit to Contract Administrators a schematic design phase estimate of probable construction cost itemized by major categories and projected to the expected time of bid. Project Director shall ensure that the proposed design solution and construction activities remain within the available budget for the Project. Project Director shall provide Contract Administrators with recommendations for maintaining the Project within the available budget and Contract.

Contract Administrators shall mutually adjust the Project scope, schedule or budget to ensure constructability of the Project within the limits of funds available.

6.04 The Project Director shall submit five (5) copies of all documents required under this Phase (except where otherwise specified) without additional charge, for approval by the Contract Administrators. The Contract Administrators shall review submitted documents and provide, within 10 working days, written review comments to the Project Director. The Project Director shall modify and resubmit to Contract Administrators until approved, (if not initially satisfactory to COUNTY or CITY Contract Administrator) within 10 working days from the receipt of the respective Contract Administrator's review comments such documents and drawings as required to fulfill the submittal requirements for this Project phase as listed in the paragraphs above.

6.05 The Project Director shall provide presentations of the Schematic Design to COUNTY, CRA and CITY staff, the public, the Broward County Board of County Commissioners, the Pompano Beach City Commission, and the Pompano Beach Community Redevelopment Agency as required by the Contract Administrators.

7.00 PHASE II - DESIGN DEVELOPMENT

7.01 After written Notices to Proceed from Contract Administrators and based on the approved Schematic Design Documents and any adjustments authorized by the Contract Administrators in the Project Scope or Project Budget, the Project Director shall prepare, submit and present for approval by the Contract Administrators, Design Development Phase documents suitable to communicate the Project's progressing development. These documents shall include:

(A) Project Director's letter of transmittal.

(B) Design Development Drawings and Outline Specification Documents.

(C) An updated Project cost estimate. Project Director shall ensure that the proposed design solution and construction activities remain within the available budget for the Project. Project Director shall provide Contract Administrators with recommendations for maintaining the Project within the available budget and Project Director and Contract Administrators shall mutually adjust either the Project scope, schedule or budget to ensure constructability of the Project within the limits of available funds.

(D) An updated Project Schedule reflecting development and anticipated schedules for all subsequent Project activities.

(E) A letter from the Project Director and each of the Consultant's major technical disciplines explaining how each previous review comment (as generated by the Contract Administrators and/or other reviewing agencies) concerning the Project has been addressed and/or corrected.

(F) Preliminary colorboards and interior design sketch perspectives to communicate spatial relationships, furniture selections, material types and color selections for all finish materials with the Contract Administrator. Provide single copies of preliminary colorboards.

7.02 Staff from each of the Project Director's Consultant and its major technical disciplines shall attend coordination, review and presentation meetings with the Contract Administrators to explain the design development submittal and technical resolution of their respective building or site systems.

7.03 The Project Director shall submit five copies of all documents required under this Phase (except where otherwise specified), without additional charge, for

approval by the Contract Administrators. The Contract Administrators shall review submitted documents and provide, within 10 working days, written review comments to the Project Director. The Project Director shall modify and resubmit to the respective Contract Administrator until approved (if not initially satisfactory to COUNTY or CITY Contract Administrator) within 10 working days from the receipt of Contract Administrator's review comments such documents and drawings as required to fulfill the submittal requirements for this Project phase as listed in the paragraphs above.

8.00 PHASE III - CONSTRUCTION DOCUMENTS DEVELOPMENT

8.01 After written Notices to Proceed from the Contract Administrators and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the Project or in the Project Budget authorized by the Contract Administrators, the Project Director shall prepare for approval by Contract Administrators Construction Documents setting forth in detail the requirements for the construction of the Project. The Project Director is responsible for full compliance of the design with all applicable codes and for other jurisdictional reviews, procedures, fees, licenses and other administrative requirements required by state, county, municipal or other agencies with jurisdictional authority over the Project or some element thereof.

8.02 Renderings: 30 days after receipt of the Notices to Proceed with the Construction Documents Phase, the Project Director shall submit several simple studies of proposed perspective drawings for the Project, indicating suggestions for angles of view and general composition of a rendering. Upon approval of a perspective format, the Project Director shall execute and submit, with the 100% Construction Documents:

(A) One (1) 20" x 30" matted, framed and glassed color perspective rendering(s) of the Project.

(B) Five (5) smaller 10" x 15" framed color photographic copies of the original rendering(s). (Color Xerox copies are not acceptable.)

(C) One (1) original and nine (9) duplicate 35 mm color photographic slides mounted in standard cardboard sleeves.

(D) Digital images of the renderings provided in tiff or jpeg format suitable for electronic document production and for clear publication on the World Wide Web.

8.03 50% Construction Documents Submittal: The Project Director shall make a 50% Construction Documents submittal, for approval by the Contract Administrators, which shall include five (5) sets of the following:

(A) Project Director's letter of transmittal.

approval by the Contract Administrators. The Contract Administrators shall review submitted documents and provide, within 10 working days, written review comments to the Project Director. The Project Director shall modify and resubmit to the respective Contract Administrator until approved (if not initially satisfactory to COUNTY or CITY Contract Administrator) within 10 working days from the receipt of Contract Administrator's review comments such documents and drawings as required to fulfill the submittal requirements for this Project phase as listed in the paragraphs above.

8.00 PHASE III - CONSTRUCTION DOCUMENTS DEVELOPMENT

8.01 After written Notices to Proceed from the Contract Administrators and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the Project or in the Project Budget authorized by the Contract Administrators, the Project Director shall prepare for approval by Contract Administrators Construction Documents setting forth in detail the requirements for the construction of the Project. The Project Director is responsible for full compliance of the design with all applicable codes and for other jurisdictional reviews, procedures, fees, licenses and other administrative requirements required by state, county, municipal or other agencies with jurisdictional authority over the Project or some element thereof.

8.02 Renderings: 30 days after receipt of the Notices to Proceed with the Construction Documents Phase, the Project Director shall submit several simple studies of proposed perspective drawings for the Project, indicating suggestions for angles of view and general composition of a rendering. Upon approval of a perspective format, the Project Director shall execute and submit, with the 100% Construction Documents:

(A) One (1) 20" x 30" matted, framed and glassed color perspective rendering(s) of the Project.

(B) Five (5) smaller 10" x 15" framed color photographic copies of the original rendering(s). (Color Xerox copies are not acceptable.)

(C) One (1) original and nine (9) duplicate 35 mm color photographic slides mounted in standard cardboard sleeves.

(D) Digital images of the renderings provided in tiff or jpeg format suitable for electronic document production and for clear publication on the World Wide Web.

8.03 50% Construction Documents Submittal: The Project Director shall make a 50% Construction Documents submittal, for approval by the Contract Administrators, which shall include five (5) sets of the following:

(A) Project Director's letter of transmittal.

(B) Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.

(C) Drawings and specifications reflecting a 50% construction documents level of completion from each participating design discipline.

(D) An updated Project cost estimate. Project Director shall ensure that the proposed design solution and construction activities remain within the available budget for the Project. Project Director shall provide Contract Administrators with recommendations for maintaining the Project within the available budget and Project Director and Contract Administrators shall mutually adjust either the Project scope, schedule or budget to ensure constructability of the Project within the limits of the funds available.

(E) An updated Project Schedule reflecting development and anticipated schedules for all subsequent Project activities.

(F) A letter from the Project Director and each of the Consultant's major technical disciplines explaining how each previous review comment (as generated by the Contract Administrator(s) and/or other reviewing agencies) concerning the Project has been addressed and/or corrected.

(G) Furniture and Equipment Plans with furniture and equipment schedules indicating "In Contract" and "Not in Contract" furniture and equipment items, loose furniture and systems furniture. Project Director shall ensure coordination of Plan(s) with COUNTY and CITY staff, using agency and Contract Administrators prior to submittal.

(H) Colorboards illustrating furniture selections and the selection of colors, finishes, textures and aesthetic qualities of all finish materials for final review and approval by the Contract Administrators and to establish a final palette of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

(I) For any "in-contract" loose furniture, provide specifications including:

1. Manufacturer's Information
2. Vendor State and Local Contract Listings
3. Vendor Information
4. Quantities

5. Item numbers keying specifications to Furniture Floor Plans
6. Manufacturer's Model Numbers
7. Description, size, finishes and other information required to order furniture.
8. Installation General Notes

8.04 The Contract Administrators and Project Director shall mutually review the 50% Construction Document submittal. Project Director shall make all changes to the Documents as mutually established by this review of the documents and resolve all questions of constructability, code compliance, compliance with Contract Administrators' design and construction standards, or other issues raised by the Contract Administrators during review of the documents. The Contract Administrators will retain the documents submitted at this Phase.

9.00 100% CONSTRUCTION DOCUMENTS SUBMITTAL

9.01 Upon 100% completion of the Construction Documents, the Project Director shall submit to the Contract Administrators five (5) copies of check sets of the Drawings, Specifications, updated Project Schedule, updated Statement of Probable Construction Cost (Cost Estimate), and such other documents as reasonably required by the Contract Administrators. The County Contract Administrator shall coordinate Project specific requirements with other participating County review agencies.

9.02 All documents for this Phase shall be provided in both hard copy and in electronic media.

(A) "Project Transmittal Form" as required by the County's Construction Management Division.

(B) General Requirements:

1. Record Set. This submittal is the official record set and shall be the bid documents.
2. Signed and sealed Statements of Compliance: Only complete documents, properly signed and sealed by the Consultant and respective Subconsultants will be accepted for review. In addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge these drawings and the Project manual are complete, and comply with the Florida Building Code."

5. Item numbers keying specifications to Furniture Floor Plans
6. Manufacturer's Model Numbers
7. Description, size, finishes and other information required to order furniture.
8. Installation General Notes

8.04 The Contract Administrators and Project Director shall mutually review the 50% Construction Document submittal. Project Director shall make all changes to the Documents as mutually established by this review of the documents and resolve all questions of constructability, code compliance, compliance with Contract Administrators' design and construction standards, or other issues raised by the Contract Administrators during review of the documents. The Contract Administrators will retain the documents submitted at this Phase.

9.00 100% CONSTRUCTION DOCUMENTS SUBMITTAL

9.01 Upon 100% completion of the Construction Documents, the Project Director shall submit to the Contract Administrators five (5) copies of check sets of the Drawings, Specifications, updated Project Schedule, updated Statement of Probable Construction Cost (Cost Estimate), and such other documents as reasonably required by the Contract Administrators. The County Contract Administrator shall coordinate Project specific requirements with other participating County review agencies.

9.02 All documents for this Phase shall be provided in both hard copy and in electronic media.

(A) "Project Transmittal Form" as required by the County's Construction Management Division.

(B) General Requirements:

1. Record Set. This submittal is the official record set and shall be the bid documents.
2. Signed and sealed Statements of Compliance: Only complete documents, properly signed and sealed by the Consultant and respective Subconsultants will be accepted for review. In addition, these documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge these drawings and the Project manual are complete, and comply with the Florida Building Code."

3. When requested by the Contract Administrators, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the Project manual.
4. Changes to the Contract Documents may be made by resubmittal of documents graphically indicating the changes. Submittals of modified documents shall be signed and sealed by the design professionals and submitted to the Contract Administrators in duplicate as they occur during the construction process. Documents resubmitted shall bear the appropriate signatures and seals.

9.03 The Project Director shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the Contract Administrators. Upon final approval by the Contract Administrators, without additional charge the Project Director shall furnish the Contract Administrators three record copies, duly signed and sealed by the Florida registered design professionals responsible for their preparation, all drawings, specifications and other documents required during this Project phase .

9.04 The Project Director shall file the required documents for approval by governmental authorities having jurisdiction over the Project (including Broward County and the City of Pompano Beach and their constituent departments, the South Florida Water Management District, and other state, local or federal agencies with jurisdictional authority over some aspect of the Project, and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of Phase V and early enough to ensure that the Contractor is not delayed by permit processing by Broward County, City of Pompano Beach or other jurisdictional agency. The Project Director, Consultant (and pertinent Subconsultants) and Contractor, as applicable, shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.

(A) The Contract Administrators, Project Director, Consultant, Contractor, (and pertinent Subconsultants and Subcontractors) shall attend and provide representation at all review meetings, workshops, hearings, City Commission, COUNTY and CRA Board meetings concerning the Project as conducted by other jurisdictional agencies. The Project Director shall submit documents, attend meetings and provide other support as necessary to fully participate in any submittals, resubmittals, review meetings, presentations or negotiations required to obtain jurisdictional approval for the Project.

(B) Any changes to the Project drawings, manual or other supporting document made necessary by jurisdictional reviews shall be made by the Project Director and Consultant (and pertinent Subconsultants) at no additional cost to COUNTY and CITY.

9.05 Staff representing the Project Director and Consultant (including Consultant's major technical disciplines and Subconsultants as necessary) shall attend coordination, review and presentation meetings with the Contract Administrators to explain development of the design concept and technical resolution of their respective building or site systems for both the Phase III 50% and Phase III (100%) Submittals.

9.06 The Contract Administrators' review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Director of any responsibility for their accuracy, adequacy and completeness.

9.07 The Project Director shall provide Contract Administrators with two (2) reproducible copies and five (5) prints of the final construction documents, including all drawings and specifications incorporating all modifications made necessary by jurisdictional authorities.

10.00 Phase IV — Bidding and Negotiations

10.01 City Contract Administrator shall coordinate any Contractor bidding and/or negotiations with Project Director and County Contract Administrator. Project Director and County Contract Administrator shall be invited to participate in any negotiations meeting(s), bid evaluations, or other Contractor selection activities pursuant to construction of the Project.

10.02 Contract Administrators shall ensure that bid amounts, budget contract prices, and other costs associated with construction contracts in combination with all other total Project costs, remain within the available budget for the Project. Project Director shall provide Contract Administrators with recommendations for maintaining the Project within the available budget and Project Director and Contract Administrators shall mutually adjust a combination of the Project scope, schedule or budget to ensure constructability of the Project within the limits of the funds available.

11.00 Phase V - Administration of the Construction Contract

11.01 The Construction Phase will begin with Contract Administrators' issuance of Notices to Proceed with Construction and will end when the Contractor's final Payment Certificate is approved by the COUNTY (or Contract Administrator as designee) or CITY (or Contract Administrator as designee). During this period, the City Contract Administrator and Consultant shall provide administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between the CITY and Contractor.

9.05 Staff representing the Project Director and Consultant (including Consultant's major technical disciplines and Subconsultants as necessary) shall attend coordination, review and presentation meetings with the Contract Administrators to explain development of the design concept and technical resolution of their respective building or site systems for both the Phase III 50% and Phase III (100%) Submittals.

9.06 The Contract Administrators' review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Director of any responsibility for their accuracy, adequacy and completeness.

9.07 The Project Director shall provide Contract Administrators with two (2) reproducible copies and five (5) prints of the final construction documents, including all drawings and specifications incorporating all modifications made necessary by jurisdictional authorities.

10.00 Phase IV — Bidding and Negotiations

10.01 City Contract Administrator shall coordinate any Contractor bidding and/or negotiations with Project Director and County Contract Administrator. Project Director and County Contract Administrator shall be invited to participate in any negotiations meeting(s), bid evaluations, or other Contractor selection activities pursuant to construction of the Project.

10.02 Contract Administrators shall ensure that bid amounts, budget contract prices, and other costs associated with construction contracts in combination with all other total Project costs, remain within the available budget for the Project. Project Director shall provide Contract Administrators with recommendations for maintaining the Project within the available budget and Project Director and Contract Administrators shall mutually adjust a combination of the Project scope, schedule or budget to ensure constructability of the Project within the limits of the funds available.

11.00 Phase V - Administration of the Construction Contract

11.01 The Construction Phase will begin with Contract Administrators' issuance of Notices to Proceed with Construction and will end when the Contractor's final Payment Certificate is approved by the COUNTY (or Contract Administrator as designee) or CITY (or Contract Administrator as designee). During this period, the City Contract Administrator and Consultant shall provide administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between the CITY and Contractor.

11.02 The City Contract Administrator, as the representative of all parties during the Construction Phase, shall advise and consult with the Project Director and County Contract Administrator and shall have authority to act on behalf of the Project Director and County Contract Administrator within the limits established by this Work Letter and the Contract Documents. The Contractor and/or Consultant shall contemporaneously provide Project Director and County Contract Administrator with faxed copies of all communications between City Contract Administrator and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the Project. Documents or materials that cannot be faxed to the Project Director and County Contract Administrator shall be delivered to the Project Director and County Contract Administrator within 24 hours of receipt or generation by the City Contract Administrator, Consultant and Contractor.

11.03 The City Contract Administrator,, Consultant and Contractor (and their respective Subconsultants and Subcontractors) shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule. A minimum of at least one site visit per week will be required of the City Contract Administrator and Consultant. In addition to the required weekly site visit, the City Contract Administrator and Consultant shall make additional site visits as required to ascertain the progress and quality of the Contractor's installation or construction of key building systems, assemblies and components, attend pre-installation conferences and other site meetings as established by the Contract Documents, and to assist the Project Director and County Contract Administrator as requested in other on-site related administration of the Contract.

The City Contract Administrator and Consultant shall visit the site at least once per week on an ongoing periodic basis to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. The City Contract Administrator shall coordinate the timing of these visits with the Project Director and County Contract Administrator's Representative so as to permit joint observations on the progress of the Work and discussions about Project issues. On the basis of on-site observations, the City Contract Administrator shall keep Project Director and County Contract Administrator informed of the progress and quality of the Work. The City Contract Administrator shall promptly submit to Project Director and County Contract Administrator a detailed written report of the results of each visit to the site, copies of all field reports, photographs, and notes of meetings with Contractor, subcontractors of any tier or suppliers.

The City Contract Administrator shall, based upon on-site visits, promptly report to the Project Director and County Contract Administrator, any defects and deficiencies in the Work coming to City Contract Administrator's attention and endeavor to guard the COUNTY and CITY against defects and deficiencies in the

Work. This obligation is not reduced or limited by the fact that others, such as COUNTY and CITY staff, are undertaking inspection for or on behalf of the COUNTY or CITY. The City Contract Administrator shall make on-site observations utilizing the same personnel over the course of the Work and shall, if requested by the County Contract Administrator, replace personnel whom the County Contract Administrator has found to be incompetent or to whom the County Contract Administrator otherwise reasonably objects.

11.04 The City Contract Administrator, Project Director, and County Contract Administrator shall at all times have access to the Work wherever it is in preparation or progress. The City Contract Administrator shall review and advise the Project Director and County Contract Administrator as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, the County Contract Administrator or Project Director may at his or her discretion require the City Contract Administrator to regularly submit to him or her additional written materials or forms relating to or regarding the Project or its progress.

11.05 The City Contract Administrator shall document for the Project Director and County Contract Administrator the amounts owing to Contractor based on City Contract Administrator's observations at the site and on evaluations of Contractor's Applications for Payment. City Contract Administrator shall certify Certificates for Payment in such amounts as provided in the Contract Documents. The certification of a Certificate for Payment shall constitute a representation by City Contract Administrator to the Project Director and County Contract Administrator, based on City Contract Administrator's observations at the site and on the data comprising Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is in substantial accordance with the Contract Documents (subject to an evaluation of the Work for substantial conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that Contractor is entitled to payment in the amount certified. Copies of City Contract Administrator's certifications shall be attached to CITY and CRA invoices submitted to the County Contract Administrator by City Contract Administrator.

11.06 All interpretations and advisory decisions of the City Contract Administrator shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter the City Contract Administrator shall endeavor to secure faithful performance by the Project Director and County Contract Administrator, Consultant and Contractor, and shall not show partiality to either.

Work. This obligation is not reduced or limited by the fact that others, such as COUNTY and CITY staff, are undertaking inspection for or on behalf of the COUNTY or CITY. The City Contract Administrator shall make on-site observations utilizing the same personnel over the course of the Work and shall, if requested by the County Contract Administrator, replace personnel whom the County Contract Administrator has found to be incompetent or to whom the County Contract Administrator otherwise reasonably objects.

11.04 The City Contract Administrator, Project Director, and County Contract Administrator shall at all times have access to the Work wherever it is in preparation or progress. The City Contract Administrator shall review and advise the Project Director and County Contract Administrator as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, the County Contract Administrator or Project Director may at his or her discretion require the City Contract Administrator to regularly submit to him or her additional written materials or forms relating to or regarding the Project or its progress.

11.05 The City Contract Administrator shall document for the Project Director and County Contract Administrator the amounts owing to Contractor based on City Contract Administrator's observations at the site and on evaluations of Contractor's Applications for Payment. City Contract Administrator shall certify Certificates for Payment in such amounts as provided in the Contract Documents. The certification of a Certificate for Payment shall constitute a representation by City Contract Administrator to the Project Director and County Contract Administrator, based on City Contract Administrator's observations at the site and on the data comprising Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is in substantial accordance with the Contract Documents (subject to an evaluation of the Work for substantial conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that Contractor is entitled to payment in the amount certified. Copies of City Contract Administrator's certifications shall be attached to CITY and CRA invoices submitted to the County Contract Administrator by City Contract Administrator.

11.06 All interpretations and advisory decisions of the City Contract Administrator shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter the City Contract Administrator shall endeavor to secure faithful performance by the Project Director and County Contract Administrator, Consultant and Contractor, and shall not show partiality to either.

11.07 The City Contract Administrator shall have authority to recommend rejection of Work which does not conform to the Contract Documents. The City Contract Administrator shall not have authority to stop the Work without approval of the County Contract Administrator. Whenever, in the City Contract Administrator or County Contract Administrator's reasonable opinion, it is necessary or advisable for implementation of the intent of the Contract Documents, City Contract Administrator or County Contract Administrator may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed, but City Contract Administrator shall take such action only after consultation with the County Contract Administrator. City Contract Administrator shall furnish all such tests, inspections and reports that are required by law or by the Contract Documents or that (it has previously approved in writing). County Contract Administrator shall be responsible for paying only for those tests, inspections and reports requested by the County Contract Administrator.

11.08 The City Contract Administrator and Consultant shall promptly review and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within fifteen (15) days of receipt by City Contract Administrator unless the Project Director and County Contract Administrator otherwise mutually agree. City Contract Administrator shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule. The City Contract Administrator shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents.

11.09 The City Contract Administrator shall coordinate with the Project Director and County Contract Administrator concerning the COUNTY, CITY, CRA or other jurisdictional authorities required review of Change Orders for Code Compliance. The City Contract Administrator shall:

(A) Meet with the Project Director and County Contract Administrator and applicable jurisdictional agencies prior to preparation of change order items to ensure that proposed changes comply with applicable codes.

(B) Reconcile the City Contract Administrator's analysis of proposed Change Order amounts with an analysis provided by the independent cost estimator and provide the Project Director and County Contract Administrator with a recommendation concerning the respective cost studies.

(C) Submit written and graphic information documenting proposed changes for formal review by the Project Director and County Contract Administrator and municipal or other jurisdictional agencies for code compliance and any necessary permitting or approvals.

(D) The City Contract Administrator shall review and indicate concurrence through signing change orders for COUNTY's authorization in accordance with the Contract Documents and shall also have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be effected by written order issued through City Contract Administrator with the County Contract Administrator's prior approval. The City Contract Administrator shall provide recommendations concerning proposed change orders and minor changes, and the preparation and processing of change orders and construction change directives.

(E) The City Contract Administrator shall process, prepare and issue contract modification documents in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed 21 days. The City Contract Administrator shall provide written notification to the Project Director and County Contract Administrator concerning those modification documents requiring more than 21 days processing time with an attached explanation of the circumstances requiring longer processing time.

(F) All final decisions with respect to implementation of substitutions, change orders, and other contract modifications shall be at the sole determination of the City Contract Administrator.

11.10 The City Contract Administrator shall conduct thorough site observations; make recommendations and otherwise assist Project Director and County Contract Administrator in determining the dates of substantial completion and final completion; review, approve and forward to the Project Director and County Contract Administrator for review, written warranties and related documents required by the Contract Documents and assembled by Contractor; and certify a final certificate for payment. At substantial completion, the City Contract Administrator and Project Director and County Contract Administrator shall prepare a punch list of observed items requiring correction, completion or replacement by Contractor. The City Contract Administrator shall administer the Contractor and Consultant's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. The City Contract Administrator shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of the COUNTY's and CITY's personnel as required by the Contract Documents. City Contract Administrator, Project Director and County Contract Administrator shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.

The City Contract Administrator shall within sixty (60) days of final acceptance provide the County Contract Administrator with prints and electronic media copies

(D) The City Contract Administrator shall review and indicate concurrence through signing change orders for COUNTY's authorization in accordance with the Contract Documents and shall also have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be effected by written order issued through City Contract Administrator with the County Contract Administrator's prior approval. The City Contract Administrator shall provide recommendations concerning proposed change orders and minor changes, and the preparation and processing of change orders and construction change directives.

(E) The City Contract Administrator shall process, prepare and issue contract modification documents in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed 21 days. The City Contract Administrator shall provide written notification to the Project Director and County Contract Administrator concerning those modification documents requiring more than 21 days processing time with an attached explanation of the circumstances requiring longer processing time.

(F) All final decisions with respect to implementation of substitutions, change orders, and other contract modifications shall be at the sole determination of the City Contract Administrator.

11.10 The City Contract Administrator shall conduct thorough site observations; make recommendations and otherwise assist Project Director and County Contract Administrator in determining the dates of substantial completion and final completion; review, approve and forward to the Project Director and County Contract Administrator for review, written warranties and related documents required by the Contract Documents and assembled by Contractor; and certify a final certificate for payment. At substantial completion, the City Contract Administrator and Project Director and County Contract Administrator shall prepare a punch list of observed items requiring correction, completion or replacement by Contractor. The City Contract Administrator shall administer the Contractor and Consultant's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. The City Contract Administrator shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of the COUNTY's and CITY's personnel as required by the Contract Documents. City Contract Administrator, Project Director and County Contract Administrator shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.

The City Contract Administrator shall within sixty (60) days of final acceptance provide the County Contract Administrator with prints and electronic media copies

of the original drawings, which the Contractor and Consultant have revised to conditions based on information furnished by the Contractor (redlined prints and other "as-built" information) as Project Record Documents. The Contractor's original marked drawings shall be submitted to the County Contract Administrator with the updated prints and electronic media files prepared by the Consultant and Contractor. These prints and electronic media copies shall become the property of the COUNTY and of the CITY. Submittal of these documents to the County Contract Administrator is a condition of final payment to the CITY. Electronic media shall comply with Attachment XX, Electronic Media Submittal Requirements below.

12.00 Phase VI - Warranty Administration and Post-Occupancy Services

12.01 For one year following substantial completion of the Project, the City Contract Administrator shall assist the County Contract Administrator, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the Project with the Project Director and County Contract Administrator and report observed discrepancies to Project Director and County Contract Administrator.

12.02 The City Contract Administrator, Consultant and Contractor (with respective Subconsultants and Subcontractors who contributed to the Project), shall schedule and participate in a Post-Occupancy Walkthrough and Evaluation at a time subsequent to the eleventh month warranty inspection specified above. During this Walkthrough and Evaluation, the City Contract Administrator shall:

(A) Assist the County Contract Administrator in reviewing the built Project on site;

(B) Participate in and assist the County Contract Administrator in conducting interviews with principal building occupants and users;

(C) Generate written commentary concerning the relative success or failure of the facilities design, specified materials, equipment and systems, the Project's design, bidding and construction process; construction cost, schedule and quality concerns that affected the Project; the effectiveness of administrative and managerial procedures utilized by the Contract Administrators, the Project Director, Consultant and the Contractor; and recommendations concerning future design and construction of the same or similar building types.

(D) Assist the Project Director and County Contract Administrator's preparation and distribution of a Post-Occupancy Evaluation Report that presents the findings and recommendations generated during the Post-Occupancy Walkthrough and Evaluation.

(E) Participate in presentations of the Post-Occupancy report as required to the COUNTY, CITY, Broward County Administrator, Pompano Beach City Manager and County Contract Administrator, using agency and/or the public as required.

13.00 Other Basic Services:

13.01 None

13.00 Other Basic Services:

13.01 None

Work Letter Attachment 1 : Conceptual Site Plan



NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

THE BUILDING PROGRAMMING PROCESS

The intent of this document is to define the detailed architectural space requirements for a new Neighborhood I Library for the Libraries Division, Broward County, Florida.

NEIGHBORHOOD LIBRARY DEFINED

A Neighborhood I Library is defined as a full-service facility whose collections are shaped by the neighborhood it serves. The collection is determined by neighborhood demographics. The materials for children provide support for the school curriculum through high school. The programs offered are designed with the demographics in mind, and many are provided in a special program/storytelling room with the children's section. The collections for adults include circulating and reference materials, a new materials collections, and large print books. There is also a space with materials and seating for young adult. There are limited adult, young adult, and children's media collections, e.g. CDs, books-on-tape, and videocassettes.

A Neighborhood I Library will expect to serve persons who live within three miles of the facility.

PROGRAMMING PROCESS GOAL

The primary goal of the programming process is to develop a clear and concise definition of the problem to be solved by the evolution of an architectural design. Recognizing that the public library system is dynamic by nature, affected by a wide variety of both internal and external actions, programming must consider current, short-, and long-term needs. Key issues to be addressed include:

- The sizes of the materials collections;
- Seating for those persons using the collections;
- Circulation and usage patterns for each type of material in the library's collection;
- Staff service points and work areas; and
- Systems automation and information technologies, and how they are integrated with services and building technology.

The output of the programming process is a clear statement of space requirements, primary relationships, and overall concepts of organization. During this phase the building consultant has undertaken all activities necessary to define the scope of the project in terms of area requirements, adjacencies, and individual space requirements. In addition to the preparation of a detailed building program statement, the building consultant discusses the impact that determinants to design have on the project, such as vehicular and pedestrian flow, impact on adjacent uses, design implications, and similar issues. The output of this process is this detailed building document which will satisfy each

of the above elements for the design of a new Neighborhood Library.

CONTENTS AND FORMAT OF THE BUILDING PROGRAM

There are six sections of this program which identify and document pertinent issues related to the planning of the facility and the architectural and engineering design. These six sections are:

- The Building Programming Process;
- The Contemporary Public Library Building;
- Exterior Considerations;
- Interior Considerations;
- The Assignable Spaces;
- Appendix.

The format of the program is designed to remain consistent throughout all phases of the planning process. Each section makes reference to other portions of this program statement as well as to other sources. However, each section is also designed to exist as a stand alone reference.

Section One: The Building Programming Process

This section of the program statement delineates the background of the project and will serve as a orientation to anyone being exposed to the project for the first time. It will also serve as a reminder of those issues which span the entire project. This section includes the following information:

- Program contents and format; and
- Design team make-up.

Section Two: The Contemporary Public Library Building

This section of the statement illustrates issues affecting the development of contemporary library services and modern library buildings. Definition of the parameters which define the spirit of the building at the outset is considered crucial to setting a strong direction for the final design of the facility. This section includes the following:

- The operational implications of current trends in library services and usage in the facility;
- Trends in information technologies and their need to be integrated with building technology; and
- Issues of flexibility in design for various functions within a library building.

Section Three: Exterior Considerations

The Exterior Considerations section defines issues affecting the development and maintenance of the site and the exterior of the building. This includes both internal and external factors which affect the final design, and how it fits into the neighborhood. This section specifically includes the following information:

- Factors impacting site development, including design issues of

building orientation, site context and the adjacent neighborhood, building mass, landscaping, lighting, exterior materials, etc.;

- Issues concerning the parking requirements for vehicles at or in proximity to the site;
- Public, staff, and service access and loading requirements;
- A definition of site elements of the project;
- Definition of net-to-gross square footage terminology and efficiency factors; and
- Security and maintenance planning.

**Section Four:
Interior Considerations**

This section qualifies the design of space through the experience of the building consultant with other library building projects. These qualifications include internal factors which will impact the final design of the facility. This section includes:

- Value engineering and life-cycle costing strategies;
- Architectural design and construction systems narrative;
- Structural, mechanical, and electrical needs of engineering systems, including:
 - Heating, ventilation, and air conditioning (HVAC),
 - Plumbing and fire protection,
 - Power and lighting, and
 - Security and communications;
- Recommendations on optimum building materials and systems; and
- Energy conservation applications.

**Section Five:
The Assignable Spaces**

This section documents the process of synthesizing the detailed space requirements for each functional component of the facility. This involves the *quantifying* of space only, defining the need for space to the year 2020. The square footage's have been developed based upon the space planning guidelines set forth in Appendix A.

This section includes the following information:

- Documentation of the architectural space allocations for each function of the building included in the scope of the project in terms of spatial organization, functional usage, room sizes, furniture and equipment requirements, and any other considerations; and
- Definition of optimum adjacencies and maximum occupancy for each space.

**Section Six
Appendix**

This section documents the specific space allocations used in the preparation of the detailed building program statement for the Neighborhood Library. This section includes:

- * Library space planning guidelines.

Cost and Constructibility

It will be the responsibility of the Architectural and Engineering Consultants to develop the cost and constructibility estimates of total project costs for the purposes of establishing and monitoring the project budget. This cost information can be updated during the design phases of the project, and should be based on the most detailed information available at the given time. This section specifically includes the following information:

- Background of the project, in terms of cost analysis, construction approach, and constructibility;
- Restrictions on the design of the facility;
- Preliminary probable costs; and
- Cost control strategies through value engineering and cost reduction.

DESIGN TEAM MAKE-UP

The building consultant recommends the design team for the new Neighborhood Library include the following disciplines, all to be part of the design consultant's (the architect of record) contract:

- Principal-in-charge;
- Project manager;
- Project architect;
- Construction administrator;
- Interior designer (either on the staff of the architect of record or a specialist on the team);
- Landscaping architect (on staff of design consultant or a specialist on the team);
- Lighting consultant (on staff of design consultant or a specialist on the team);
- Acoustic consultant (on staff of design consultant or a specialist on the team); and
- Cost consultant.

It is recognized that of the first five disciplines the same person might fill two or three of the five roles.

CONCLUSION

The completion of the building programming phase places the Libraries Division of Broward County in a position to take the next series of steps required to design and then construct one or more new Neighborhood Libraries.

This building program statement should be viewed as a working document. Once completed and accepted by the Libraries Division it will next be used by the design consultant to translate the words here into a building plan and design. During that process there may be modifications to the program statement. That is as it should be.

THE CONTEMPORARY PUBLIC LIBRARY BUILDING

A building, in its simplest form, is a series of spaces, some defined by enclosure, some defined only by use. The success of the whole is dependent upon a gathering of these spaces, maintaining their principles, relationships, and most importantly, their aesthetic concerns. These are principles that give building individualism and special meaning.

THE PUBLIC LIBRARY: AN EFFECTIVE SERVICE ORGANIZATION

The contemporary public library is a diverse and economically effective service institution. It provides persons of all ages and educational levels with access to knowledge and information. The collections of the public library document our social and cultural past, promote technological progress, and encourage broad, unstructured intellectual stimulation.

The public library is a special place. It shares the excitement of discovery, the educational incitement of an academic setting, the aura of a performing arts center, and the quiet of a retreat setting. The facility in which the library is housed should allow for this mission, and all of these program undertakings. Public libraries are places where people can go to discover ideas, people, and themselves.

A RESOURCE SERVING ALL RESIDENTS

The public library, as represented by its materials, services, and programs, is broad-based. It is the one place in a neighborhood where widely differing points of view are organized and available to all users. The collections and services complement other organizations in the neighborhood. The public library is the only educational resource with the potential to *serve all* residents of a given neighborhood.

The public library plays a special role in introducing pre-school children to the joys of reading. It can broaden their intellectual horizons through programming that includes story hours, puppet shows, educational games and toys, and electronic media.

Students of all ages who have their primary information needs met by their school or institutional libraries depend on the public library for supplementary materials. The extended, year-round, schedule of public library service hours provides easy, convenient access. In addition to supporting and sustaining formal education, today's public libraries provide:

- Information from their own resources;

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 SQ. FT. Library Building Program
BROWARD COUNTY LIBRARY

- Information from external on-line databases; and
- Information from other libraries, via interlibrary loan and the Internet, assisting users to meet a wide range of needs.

The public library provides support, directly and through cooperative programs, to other neighborhood groups for self-education, job preparation, and adaptation to career shifts triggered by changes in the work place.

**LIBRARIES REQUIRE
SMART BUILDINGS**

The public library building of today -- and most assuredly of the next century -- must accommodate the traditional collections and functions long associated with library service while reflecting the technical flexibility and requirements of *smart* offices and other buildings. Library buildings, and those that plan and design them, must address the dramatic changes in information technologies that have occurred the past three decades, especially library information technologies and digitalization of text.

A number of other technologies, among them the somewhat more mundane electromechanical mobile, or compact, storage systems and microform, have also played a significant role in the planning and operation of libraries. The optical media digitally encoded videodisk, optical digital disk, and CD-ROM have had/are having major impacts now and will continue to do so well into the next century.

Interestingly enough, as technology has become more sophisticated, so has society at-large, and the library user in particular.

While more information can be stored in less space, a higher level of demand for a wider range of materials and the furniture and equipment needed to realize the full potential of information technology has offset this condensation of information.

The integration of natural and artificial lighting for the library building is basic and critical to the design of a functional library. Lighting is one of the most important and controversial aspects of design. Section Four of this program statement outlines lighting guidelines for the design and the engineering consultants.

The several spaces within the facility for users should be varied and inviting. The furnishings and equipment must be arranged so as to balance the user's needs for access in relation to the library's operational needs for controlling that access.

**TYPICAL SERVICES AND
FUNCTIONS**

The public library facility must provide a harmonious balance of public service places and the necessary support spaces. There must be considerable adaptability within the design to permit adjustment for new services, furnishings, and equipment over time. A sampling of typical public library uses and functions is suggested by the following scenarios:

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 SQ. FT. Library Building Program
BROWARD COUNTY LIBRARY

- A family returning materials to the Circulation Service Desk and browsing for new materials in New Materials/Audiovisual Collection;
- A neighborhood association officer at a study carrel researching tree preservation strategies in Reference and Adult Services;
- Children eager in their use of personal computers;
- Readers absorbed in out-of-town newspapers in the Periodicals section;
- A librarian requesting materials via an on-line, interlibrary loan database;
- A group of pre-school children experiencing the excitement of learning while enjoying a puppet show in Children's Services;
- A cluster of high school students using printed and database indexes to perform a periodicals search in Periodicals;
- An English-Is-A-Second Language class making a group visit to tour the Library;
- Library staff and volunteers re-shelving materials;
- Middle school students surveying the writings of Twain in Young Adults Services;
- Community college students utilizing the Group Study Room for a class project; and
- Two senior citizens at a study carrel wired for the use of audiocassettes with printed materials to learn conversational French.

Many of the above scenarios are common, everyday happenings in many public libraries throughout the country. They will be just as common in a new Broward County Neighborhood Library .

**THE BUILDING MUST REFLECT
A COMMITMENT TO
PUBLIC SERVICE**

The building program for the Neighborhood Library incorporates the successful features and experiences of numerous other library facilities as they apply to the needs of Broward County and the Libraries Division service area residents.

The resulting building should embody a commitment to public service through the provision of a well-designed library that does not sacrifice functionality or aesthetics. It should be cost-effective in terms of operation and layout. It *must* be responsive to changing service needs. It should also be designed for future expansion.

The new Neighborhood Libraries of Broward County are important informational, cultural, and educational resources. Their design should reflect the dignity associated with these functions.

ASSIGNABLE SPACES

The building program is for the projected twenty year space needs of the Neighborhood Library. The program calls for a single story facility of 16,000 net assignable square feet (nasf). The total building size measures 20,000 building gross square feet (bgsf) of space. This ratio will result in a building that is approximately 80% percent efficient (16,000 nasf divided by 20,000 bgsf equals 80%).

This building program statement includes nineteen separate assignable spaces to be occupied. A summary of spaces follows in Table 5.1.

Table 5.1
Summary of Net Assignable

<i>Space</i>	<i>Space No.</i>	<i>NASF</i>
▪ Entrance Lobby	Space 1	385
▪ Multi-Purpose Meeting Room	Space 2	1,662
▪ Conference Room	Space 3	600
▪ Circulation Service Desk	Space 4	704
▪ Circulation Work Area/Delivery	Space 5	1,058
▪ Library Materials Return	Space 6	88
▪ New Materials/Audiovisual Collection	Space 7	747
▪ Children's Services	Space 8	2,971
▪ Youth Services work room	Space 9	551
▪ Young Adult Services	Space 10	979
▪ Periodicals	Space 11	400
▪ Fiction and Large Print Collection	Space 12	845
▪ Reference and Adult Services	Space 13	3,124
▪ Ref. And Adult Services Workroom	Space 14	444
▪ Personal Computer Stations	Space 15	475
▪ Group Study Room	Space 16	154
▪ Tutoring Room	Space 17	55
▪ Branch Librarian's Office	Space 18	217
▪ Staff Lounge	Space 19	<u>535</u>
Sub-Total NASF		15,994
Unassigned Space		<u>4,000</u>
Total Building BGSF		19,994

Each of the spaces is given a number, and sized, in terms of nasf. Each space is briefly described, in terms of the desired characteristics, including:

- A description of the functional activities anticipated to take place in the space;

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

- The occupancy, or anticipated number of staff and/or public typically using the space, at any given point in time;
- A description of the relationships between assignable spaces, in terms of adjacencies desired or prohibited;
- A preliminary listing of furniture and equipment;
- Remarks addressing special environmental and engineering needs not covered in Section Four; and
- Other comments, including growth projections, as appropriate.

The occupancy level indicates the number of staff and/or users who might be in the specific space at any one time. The number of users who can be seated is also stated in parentheses. The seating totals also include spaces for the physically challenged; they do not include spaces where stand-up tables or lecterns are to be used. These occupants are, however, reflected in the total occupancy.

The furniture and equipment listing for each space is not inclusive. It identifies the basic shelving and seating needs, and other primary furnishings and equipment required to outfit each space. The specific requirements for each piece in every space will eventually be identified and specified during the continual refinement of the facility during the design process. Public and staff rest rooms are not included as part of the assignable spaces, nor are custodial or electrical/telephone closets.

The 18 nsf listed for the double- face sections of shelving assumes the shelving sections arranged in ranges, and allows a 2ftx3ft space in front of each side of each d f section but assumes that the ends are abutted within the range. When the ranges are broken, the circulation space for the end will come from the unassigned space allowance. The ranges should be no longer than 5 or 6 sections.

At the conclusion of Section Five, a summary of the public services, support, and staff spaces is provided, as well as occupancy, shelving, and seating capacities. This information is summarized for the building. Table 5.2 is a Summary of Capacities (materials) and Table 5.3 is a Summary of Capacities (seating).

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 1
ENTRANCE LOBBY
385 nsf

The function of this space is to:

- Provide the space for persons to begin the transition from the "outside" to the "inside;"
- Provide community announcement and library bulletin boards and a public telephone (Outside the entrance);
- Provide a space for the Friends of the Neighborhood Library gift shop and book sale;
- Provide an area for persons to wait for others to pick them up from the library.
- The Friends' book sale/gift shop area must be a secure space separated from the lobby by either a grille or a glass wall with lockable door. One of the walls is a slatwall display.

A summary of the square footage allocation for the Entrance Lobby is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Lobby and exhibit area	1	250	250
Friends book sale area	1	100	<u>100</u>
SUBTOTAL NSF			350
Internal walls and circulation @ 10%			<u>35</u>
TOTAL NASF			385

Occupancy

The occupancy of this space will range from a dozen to fifty or more (2 seated), depending upon the schedule of activities in the building.

**Preliminary Listing of
Furniture and Equipment**

- 1 Wall- or floor-mounted public telephone; (Outside entrance).
- 1 Bench, seating two persons; allow 10 nsf. included in overall nsf.
- 2 Glass display cases - 3 feet x 3 feet – movable to use anywhere within the building.
- 1 Bulletin board, wall-mounted (included in overall nsf).
- 1 People-counter (included in overall nsf), and mounted on entrance door.
- 1 Sales/display counter with telephone
- 1 Electronic Cash Register

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

1 Book Sale Table

1 Task chair

Spatial Relationships

Adjacent to: Circulation Service Desk ; Multi-Purpose Room; Conference room..

Close to: Public Rest Rooms.

Environmental and Engineering Needs

Acoustics: This is a high traffic area. Give special consideration to additional acoustical control through the use of hanging baffles or other sound absorbent materials.

Communications: Provide a pay telephone outside the entrance designed for access by the physically challenged and by children. Provide a writing surface adjacent to the telephone so persons can take notes without marring the walls.

Electrical: Provide power outlets in the floor, counters, and/or walls for exhibit possibilities. Provide for people-counter device mounted at entrance into building.

Finishes: Because this is a high traffic area, flooring materials should be selected for their long-term durability characteristics.

Lighting: Daylighting and general ambient lighting for the area.

Plumbing: Provide dual level water fountains with one for use by children or physically challenged persons.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 2
MULTI-PURPOSE MEETING ROOM
1,662 nsf

The function of this space is to provide a large multi-purpose space for library and/or non-library programming, such as:

- Children's Book Week programs;
- Family puppet shows and storytelling;
- Lectures;
- Meetings;
- Reading and discussion groups; and
- Exhibits.

A summary of the square footage allocation for the Multi-Purpose Meeting Room is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Seating area	100	10	1,000
Table and chair storage	1	300	300
Kitchenette	1	85	<u>85</u>
SUBTOTAL NSF			1,385
Internal walls and circulation @20%			<u>277</u>
TOTAL NASF			1,662

Occupancy

Seating for one hundred, seating at tables for sixty.

**Preliminary Listing of
Furniture and Equipment**

- 100 Stack chairs with dollies.
- 20 Sixty-inch long by 30-inch wide by 30-inch high, folding tables with dollies.
- 1 Ceiling-recessed, electric screen, size to be determined.
- 1 Large-screen television (TV) and videocassette recorder (VCR) playback unit with stereo sound system housed in a portable, locking cabinet.
- 1 Ceiling-mounted projection system.
- 1 Wall-mounted, enclosed, combination tack/white boards.
- 1 Kitchenette with refrigerator, microwave unit, double-sink, dishwasher and lockable cabinets above and below countertop. (NOTE: The kitchen **must** be positioned in such a manner that it is accessible from both the multi-purpose room and the conference room.

Spatial Relationships

Adjacent to: Public Rest Rooms and Conference Room (Space 3).

Away from: Mechanical equipment and other noise sources.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

**Environmental and
Engineering Needs**

Acoustics: Provide balanced acoustics for use of the entire area.

Communications: Provide telephone jack.

Electrical: Provide for a TV cable drop Provide outlets throughout the room. Floor outlets for cameras, mikes, etc. Consider hard-wiring the cable TV channel(s). Provide for PC with printer capabilities. Confer with staff for details. Provide for the refrigerator and microwave in the kitchenette.

Lighting: Provide dimmer controls. Provide track or adjustable lighting for exhibits, audiovisual (AV) programs, and other activities.

Temperature: If possible, provide a separate HVAC zone and temperature controls specifically for the Multi-Purpose Meeting Room.

Utilities: Provide for the kitchenette with a double-sink and floor drain.

Other Comments

Meeting rooms receive heavy use. Provide easily maintained wall surfaces and heavy-duty carpet tile that can withstand tables and chairs being dragged across the carpet tiles. Provide a chair rail on all walls. Provide a means for hanging art on the walls, such as self-healing tackable or wall carpet surface on one or more walls or as a 36" wide band around the room. Ideally, the design will provide a storage room for the chairs and tables, an enclosed kitchen, as well as access from the outside to facilitate the movement of large equipment, such as a piano, harp, etc.

Locate the kitchenette so it can also be used by persons in the Conference Room (Space 3).

Space 3
CONFERENCE ROOM
600 nasf

The function of this space is to provide a small conference room for use by library and non-library groups for small meetings, discussions, and the like.

A summary of the square footage allocation for the Conference Room is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Seating area	20	25	<u>500</u>
SUBTOTAL NSF			500
Internal walls and circulation @ 20%			<u>100</u>
TOTAL NASF			600

Occupancy

From four or five to twenty, depending upon the level of activity (all seated).

**Preliminary Listing of
Furniture and Equipment**

- 20 Conference chairs.
- 1 Conference table.
- 1 Credenza.
- 1 White marker board
- 1 Ceiling mounted pull-down screen – size to be determined

Spatial Relationships

Adjacent to: Multi-Purpose Meeting Room (Space 2).

Away from: Mechanical Rooms.

**Environmental and
Engineering Needs**

Acoustics: Provide balanced acoustics.

Communications: Provide a phone jack and a cable TV drop and a data line.

Electrical: Provide power for use of PCs and printers and audiovisual equipment. Provide electrical outlets on each wall.

Finishes: Provide chair rails and railing for hanging flat art.

Lighting: Provide dimmer controls. Consider motion detection as a means to activate the lights.

Other Comments

The room will be heavily used. There may be three or four groups using the room each day. Therefore, the chairs must be easily moved yet sturdy.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 4
CIRCULATION SERVICE DESK
704 nsf

The function of this space revolves around often being the primary public service point for the entire building. These services include circulation and information functions. For the different functions the Circulation Service Desk should be designed to:

- Handle registration for library cards, check-out and check-in of library materials, receipt of fines for overdue books and lost items, etc.;
- Provide shelving for 600 books, media ,reserves, and other items on the *staff* side of the desk;
- Provide an "Information Desk" function for persons seeking general building information; and
- Provide an "on-time" library materials return slots near the desk whereby the user can place a returned item(s) into the slot, the item dropping into the Circulation Work Area (Space 5) sorting area.

Consider a design that will allow for standard desk elements to be purchased and installed within a custom design which would be a part of the general construction contract. A summary of the square footage allocation for the Circulation Service Desk is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Check-out station	4	80	320
Public queuing area	1	200	200
Self-check station	1	50	50
Shelving	3	18	54
Book truck storage	2	8	<u>16</u>
SUBTOTAL NSF			640
Internal walls and circulation @ 10%			<u>64</u>
TOTAL NASF			704

Occupancy

Four to six staff, depending upon activity level. Public users being assisted may range from five or six to a dozen or more at any one time (1 seated).

**Preliminary Listing of
Furniture and Equipment**

- 1 Modular-designed, combination desk and counter to accommodate 4 workstations. Allow 5 linear feet per workstation. Provide outlets for four PCs with receipt printers and electronic cash registers, four task stools, and one side chair. The desk should be custom designed in such a manner that it is friendly to adults, children and the physically challenged (such as different counter heights, the larger part at standing height, the lesser part at sitting height). There will be one bin on casters beneath the countertop and in between each of the two stations (two bins in all) allow 320 nsf.

- 1 Self-check remote station; allow 50 nsf. This station provides library customers an alternative to check-out lines at the circulation desk.
- 3 Sections (54 linear feet) of 84-inch high, steel, wall-mounted bookstack shelving with six adjustable 10-inch shelves over a fixed 12-inch base shelf (18 linear feet per section), for 540 books (10 vol./ft.) and other items on reserve ("holds"). Place this shelving on the staff side of desk behind the staff, and on the wall between the circulation service desk and the circulation work room. Leave room at the ends of the sections to allow desk personnel to enter the circulation work room or to access the back side of the reserve units. Allow 54 nsf (18 nsf per section).
- 2 Book trucks; allow 16 nsf (8 nsf each).
- 1 Library security system; nsf included in circulation allowance above, consists of "Checkpoint" sensor panels covering 36" span of doorway.

Spatial Relationships

Adjacent to: Lobby, Circulation Work Area (Space 5), but separated by a hard wall at the back of the desk.

Visual control of: Entrance Lobby (Space 1), Reference desk (Space 13) and Children's desk (Space 8).

Environmental and Engineering Needs

Acoustics: This is another high traffic area which warrants consideration of extra acoustical control.

Communications: Provide two telephones at the desk. Provide a buzzer which connects the desk and the Work Area (Space 5).

Electrical: Provide power and data network cable for circulation stations and printers, self-check station, and electronic cash registers. Provide power for the library materials security system.

Finishes: Provide additional padding under the carpeting on the staff side of the desk inasmuch as staff often must stand for several hours at a time while providing service. Consider a different carpet tile pattern on the public side of the desk inasmuch as this area will wear out and need to be replaced before other areas of the building will need to be re-carpeted. Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

Lighting: Avoid high-heat producing, incandescent lighting. Give special attention to glare for public and staff working at the OPAC and circulation PCs.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Security: Provide for one electronic cash register making certain the registers cannot be reached from the public side of the desk.

Lobby and Circulation Desk must be designed to minimize the number of antenna panels needed to secure materials and to prevent customers from exiting building without checking materials out. Double aisle system (3 antennas) covers a 72" doorway.

Temperature: Provide adequate supply and return air to avoid heat build-up as the staff will be in the area much of their normal work day.

Other Comments

For many library users this is the single most important part of the building, and will be their only direct contact with library staff. Staff comfort while on duty is very important, as is the ability to work effectively and efficiently.

Include a means to direct the queue at the desk.

Provide storage for supplies and materials to be used at the Circulation Service Desk such as drawers and open shelving.

"On-time" return slots must be located before users reach the desk – space slots to fit the size of bins behind the wall

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

SPACE 5
CIRCULATION
WORK AREA/DELIVERY
1,058 nsf.

The function of this space is to:

- Provide a work area and office space for circulation supervisors.
- Provide work area for circulation staff and volunteers.
- Provide a work space for sorting of 4,200 books and other materials that need to be re-shelved, including computer stations to process materials.
- Provide an area to house supplies related to the above functions.
- Provide a secure cash-handling room.
- Provide a quiet space to call library users whose "holds" are ready for pick-up.
- Provide an area for deliveries, packing and mail-sorting.
- Provide a separate entrance for staff.

A summary of the square footage allocation for the Circulation Work Area is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Dept. Head's Office	1	96	96
Library Specialist I Office	1	78	78
Check-in station	4	20	80
Book truck storage	9	8	72
Book return bins	6	6	36
Supply storage	1	60	60
File cabinet	1	18	18
Sorting shelving and aisles	10	18	180
Countertop and sink	1	32	32
Cash handling room	1	60	60
Delivery area	1	120	120
Staff entrance	1	50	<u>50</u>
SUBTOTAL NSF			882
Internal walls and circulation @ 20%			<u>176</u>
TOTAL NASF			1,058

Occupancy

From three to seven staff and volunteers at any one time, depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- I Landscape 72" H office for Library Specialist's II desk, task chair, PC with printer, two side chairs, and a 3-drawer lateral-pull file cabinet and a bookcase, modified SADH type; allow 96 nsf.
- I Landscape office work station for Library Specialist I, with task chair, housing for PC, shelving and overhead storage above the work surface, and a 3-drawer lateral-

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

pull file cabinet; allow 78 nsf.

- 9 Book trucks, three of which are for media; allow 72 nsf (8 nsf each). (*NOTE: The media trucks will have three slanted shelves and two flat shelves per truck.*)
- 6 Book bins, 24 inches X 36 inches; allow 36 nsf (6 nsf each). Three bins will receive materials dropped through the "on-time" slots next to circulation desk.
- 2 Return slots in wall between Circulation Desk and Work Area. (*NOTE: One is for books, one for videocassettes, the third for other forms of media.*)
- 3 Supply cabinets
- 1 Four-drawer, lateral pull file cabinet; allow 18 nsf
- 4 Check-in stations, each with PC and task stool, pencil drawer and keyboard shelf. Allow 80 nsf. (20 nsf. each). Each station is 5'x2' and should provide enough room for a cart or a bin on each side and have a shelf above. Stations may be back-to-back or in a row, either free-standing or along a wall
- 1 Supply storage room/closet with 18-inch deep adjustable Shelves; allow 60 nsf.
- 10 Sections (420 linear feet) of 84-inch high steel, double-face bookstack shelving with twelve adjustable 10-inch shelves over two 12-inch fixed-base shelves (42 linear feet per section for sorting 4,200 books (items); allow 180 nsf (18 nsf per 1f section).
- 1 Countertop with sink, lockable cabinets above and below the sink only, one task chair; allow 32 nsf. (*NOTE: Millwork.*)
- 1 Work table, 4' x 6' with 2 task chairs; included in overall square footage.
- 1 Safe/Cash handling room – Landscape 72" H with lockable door; include a small desk with a task chair, a 3-drawer vertical filing cabinet, pigeon hole shelving for forms above desk. Also, a coin sorter and a safe.
- 1 Bulletin board, wall-mounted; nsf included in circulation allowance above.

Spatial Relationships

Adjacent to: Circulation Services Service Desk (Space 4), or separated by a hard wall.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

- 4 Sections (168 linear feet) of 84 inch high, double-face shelving with fourteen 10 inch adjustable shelves over two 12 inch fixed base shelves (42 linear feet per section) for 1,600 books on tape A 400 per df section Allow 72sf.
- 4 CD Lift Racks (72"X30") for 1,500 CDs @ 362 per rack Allow 72 sq ft (18nsf per rack)
- 1 Cassette Lift Rack (50"X30") for 600 cassettes . Allow 15 nsf (15 sq ft per rack)
- 4 Paperback racks; allow 120 nsf (30 nsf each.)
- 2 Lounge chairs; allow 60 nsf (30 nsf each).
- 2 Bench seats, seating two persons each; allow 20 nsf (10 nsf each).
- 1 Book display unit; allow 35 nsf.

Spatial Relationships

Close to: Circulation Service Desk (Space 4).

Visually seen from: Entrance Lobby (Space 1).

Environmental and Engineering Needs

Acoustics: Consider additional control as this will also be an active and noisy area.

Electrical: Provide power and network cable for the OPAC PC stations with printers.

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts **must** have industrial type finish, up to and including stainless steel wainscot.

Other Comments

Locate this space near the main entrance so users will easily see the display(s).

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 6
LIBRARY MATERIALS RETURN
88 nsf

The function of this space is to provide a secure, two-hour rated room for the return of library materials at times when the building is closed to the public, preferably a drive-up return.

A summary of the square footage allocation for the Library Materials Return is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Library materials return room			<u>80</u>
SUBTOTAL NSF			80
Internal walls and circulation @ 10%			<u>8</u>
TOTAL NASF			88

Occupancy

No staff on a regular basis.

**Preliminary Listing of
Furniture & Equipment**

4 Book bins, 24 inches X 36 inches; allow 24 nsf (6 nsf each).

Spatial Relationships

Adjacent to: Circulation Work Area (Space 5).

**Environmental and
Engineering Needs**

Security: Book return area **must** have a two-hour fire-rated wall(s) and door. The return chute **must** be monitored by the closed circuit camera.

Other Comments

Design the book drop so the chute terminates **at least** thirty inches off the inside finish floor to allow easy access with a depressible cart. Provide two slots for books and one slot for videocassettes.

The Book Return space is necessary. If possible, the building should be designed to accommodate a Drive-Up return into the building.

**Environmental and
Engineering Needs**

Acoustics: Balance acoustics for use of the entire area.

Communications: Provide a telephone and network access at each work station and table with housing for a PC. Provide telephones in the office, at the work counter and check-in stations; provide one wall-mounted telephone and a two-way intercom or call box from the exterior of the Staff Entrance to the interior of the Circulation Services Work Area.

Electrical: Provide power and network cable for the offices and each work station as indicated for PCs and printers.

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

Lighting: Provide task lighting for the private office and the work stations.

Utilities: Provide for the countertop with sink.

Other Comments

Locate the sorting area immediately behind the Circulation Service Desk to expedite the movement of loaded book trucks from the desk to the sorting area.

Security: Provide security peep hole or reinforced glass panel in the exterior door of the Delivery Area. The delivery Area staff entrance must *not* be an area from which the public can leave the building and bypass the library security system. Ideally the Delivery Area location should not result in the area being in sight of persons at the main entrance.

Delivery Area

Delivery Area to include double doors; allow 120 nsf.

2 Sections (48 linear feet) of 84 inch high wall mounted Industrial shelving with 18-inch deep shelves; allow 18 nsf. (9 nsf per section) included in the overall square footage of the delivery area.

Staff Entrance Area

1 Heavy duty work table 4'x6'

1 Mail box, mailsorting table with 25 pigeon holes on top.

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

Lighting: Same lighting as Circulation Area.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 6
LIBRARY MATERIALS RETURN
88 nsf

The function of this space is to provide a secure, two-hour rated room for the return of library materials at times when the building is closed to the public, preferably a drive-up return.

A summary of the square footage allocation for the Library Materials Return is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Library materials return room			<u>80</u>
SUBTOTAL NSF			80
Internal walls and circulation @ 10%			<u>8</u>
TOTAL NASF			<u>88</u>

Occupancy

No staff on a regular basis.

**Preliminary Listing of
Furniture & Equipment**

- 4 Book bins, 24 inches X 36 inches; allow 24 nsf (6 nsf each).

Spatial Relationships

Adjacent to: Circulation Work Area (Space 5).

**Environmental and
Engineering Needs**

Security: Book return area **must** have a two-hour fire-rated wall(s) and door. The return chute **must** be monitored by the closed circuit camera.

Other Comments

Design the book drop so the chute terminates *at least* thirty inches off the inside finish floor to allow easy access with a depressible cart. Provide two slots for books and one slot for videocassettes.

The Book Return space is necessary. If possible, the building should be designed to accommodate a Drive-Up return into the building.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 7
**NEW MATERIALS/
 AUDIOVISUAL COLLECTION**
 747 nsf

The function of this space is to provide a prominently located, high-traffic display area for 2,000 new and current books and 10,000 audiovisual items, housed in bookstore-type shelving with tilted shelves and covers facing out.

A summary of the square footage allocation for New Materials/Audiovisual Collection is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
OPAC station	2	24	48
Book display shelving	6	18	108
Video Shelving	5	18	90
Software	2	18	36
Books on tape	4	18	72
CD and Cassette lift racks	5	18	90
Paperback rack	4	30	120
Lounge seating	2	30	60
Bench seating	2	10	20
Book display unit	1	35	<u>35</u>
SUBTOTAL NSF			679
Internal walls and circulation @ 10%			<u>68</u>
TOTAL NASF			747

Occupancy

From two or three to ten to fifteen public (7 seated), depending upon the activity level.

**Preliminary Listing of
 Furniture and Equipment**

- 2 OPAC PCs with printers, one on a table for the physically challenged, the other on a stand-up table; allow 48 nsf (24 nsf each).
- 6 Sections (216 linear feet) of 72-inch high, double-face, display-type shelving with ten 10-inch adjustable shelves over two 12-inch fixed base shelves (36 linear feet per section) for 2,000 *new books and other items*; allow 180 nsf (18 nsf per section).
- 5 Sections (210 linear feet) of 84" double-face shelving with fourteen 10 inch shelves over two 12 inch base shelves (42 linear feet per section) for 2,000 videos @ 400 per df section.
- 2 Sections(84 linear feet) double-face shelving with four teen 10 inch shelves over two fixed 12 inch base shelves. (42 linear feet per section) for 500 packages of software. Allow 36 sq ft.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

- 4 Sections (168 linear feet) of 84 inch high, double-face shelving with fourteen 10 inch adjustable shelves over two 12 inch fixed base shelves (42 linear feet per section) for 1,600 books on tape A 400 per df section Allow 72sf.
- 4 CD Lift Racks (72"X30") for 1,500 CDs @ 362 per rack Allow 72 sq ft (18nsf per rack)
- 1 Cassette Lift Rack (50"X30") for 600 cassettes . Allow 15 nsf (15 sq ft per rack)
- 4 Paperback racks; allow 120 nsf (30 nsf each.)
- 2 Lounge chairs; allow 60 nsf (30 nsf each).
- 2 Bench seats, seating two persons each; allow 20 nsf (10 nsf each).
- 1 Book display unit; allow 35 nsf.

Spatial Relationships

Close to: Circulation Service Desk (Space 4).

Visually seen from: Entrance Lobby (Space 1).

Environmental and Engineering Needs

Acoustics: Consider additional control as this will also be an active and noisy area.

Electrical: Provide power and network cable for the OPAC PC stations with printers.

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts **must** have industrial type finish, up to and including stainless steel wainscot.

Other Comments

Locate this space near the main entrance so users will easily see the display(s).

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 8
CHILDREN'S SERVICES
 2,971 nasf

The function of this space is to:

- Provide services for children from ages 0 to 12, or up to the sixth grade level, as well as parents, teachers, and those working with youth;
- Provide collections which include fiction, non-fiction, picture/easy books, paperbacks, periodicals, audiovisual materials, and computer hardware and software; and
- Provide a program area for story hours, puppet shows, and the like.

A summary of the square footage allocation for Children's Services is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total are</i>
<i>Collections and Seating</i>			
Service desk area	1	100	100
OPAC station	5	24	120
Shelving and aisles; Reference books	2	18	36
Shelving and aisles; Fiction/Non-fiction	35	18	630
Shelving and aisles; Easy/Picture books	25	18	450
Kit Shelving and aisles	1	20	20
Shelving and aisles; Current periodicals	1	18	18
Lounge seating (oversize)	3	40	120
Reader table area	5	100	500
Display Unit	1	20	20
Floor sitting area	1	10	40
Filing area	1	15	15
SUBTOTAL NSF			2,069
<i>Program Area</i>			
Storytelling/ Program area	50	10	500
Countertop with sink	1	32	32
Storage area	1	100	100
SUBTOTAL NSF			632
SUBTOTAL ALL NSF			2,701
Internal walls and circulation @ 10%			<u>270</u>
TOTAL NASF			2,971

Occupancy

Fifty to one hundred children and parents and/or care-givers (80 seated), depending upon the level of activity.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

**Preliminary Listing of
Furniture and Equipment**

Collections and Seating

- 1 Service desk. Provide two telephones, built-in files and storage, two task chairs, two PCs with printer, and one side chair; allow 100 nsf.
- 5 OPAC PCs with printers, one unit for the physically challenged and four on sit-down tables; allow 120 nsf (24 nsf each).
- 2 Sections (60 linear feet) of 60-inch high steel, double-face bookstack shelving with eight adjustable 10-inch shelves over two fixed tilt-base shelves (18 linear feet per df section) and canopy top for 600 *reference* books; allow 36 nsf (18 nsf per df section).
- 35 Sections (1,056 linear feet) of 60-inch high steel, double-face bookstack shelving with eight adjustable 8-inch shelves over two 10-inch fixed tilt-base shelves (30 linear feet per df section) for 10,000 *circulating fiction and non-fiction* books; allow 630 nsf (18 nsf per df section).
- 32 Sections (460 linear feet) of 48-inch high steel bin-type, double-face bookstack shelving with four 12-inch adjustable shelves over two 12-inch fixed-base shelves (18 linear feet per df section) for 6,400 *circulating picture and easy* books; allow 450 nsf (18 nsf per df section).
- 2 Section (24 linear feet) of 60-inch high, steel, single-face, hinged display shelving with eight 10-inch adjustable hinged shelves and eight 10-inch flat shelves over two 12-inch fixed base shelves (24 linear feet per df section) for 20 *current periodicals*; allow 18 nsf. (NOTE: The base shelves will **not** be used to house materials.)
- 1 Section of 60-inch high, steel, single-face rod display for kits; allow 20 nsf.
- 3 Oversized Lounge chairs for a parent/caregiver to read aloud to his/her child(ren); allow 120 nsf (40 nsf each).
- 1 Display unit located near the entrance of the room for Special/holiday display; allow 20 nsf.
- 5 Four-place, round reading tables, 48-inch diameter X 27 and 1/2-inches high (two such) and 25-inches high (two such), with four reader seats each at proper seat height; allow 500 nsf (100 nsf each).
- 1 Three-drawer, legal-size lateral-pull file cabinets to house vertical and picture files and media; allow 15 nsf.

Program Area	<p>2 Bulletin boards, 4 feet X 6 feet, one near service desk and two elsewhere in the department; nsf included in circulation allowance above.</p> <p>50 Chairs and eight tables for Storytelling/Program area; allow 500 nsf.</p> <p>1 Countertop with sink and cabinets above and below the countertop; allow 32 nsf.</p> <p>1 TV/VCR</p> <p>1 Storage area; allow 100 nsf (in addition to the 500 nsf for Storytelling/Program area).</p>
Spatial Relationships	<p><i>Close to:</i> Multi-Purpose Meeting Room (Space 2).</p> <p><i>Away from:</i> Reference and Adult Services (Space 13).</p>
Environmental and Engineering Needs	<p><i>Acoustics:</i> This can be a very noisy area. Provide, at a minimum, a partial glass wall separating this space from the balance of the library.</p> <p><i>Communications:</i> Provide for a telephone at the service desk. Provide a cable TV drop in the Storytelling/Program area.</p> <p><i>Electrical:</i> Provide power and network cabling for the PCs, printers, VCRs, and AV equipment.</p> <p><i>Finishes:</i> Areas subject to abuse or along the path of movement of book trucks or carts <i>must</i> have industrial type finish, up to and including stainless steel wainscot.</p> <p><i>Lighting:</i> Provide task lighting at a portion of the reader seating areas. Provide accent lighting at the display area. Provide dimmer controls in the Storytelling/Program area.</p> <p><i>Security:</i> Ensure that staff at the service desk has a clear view to the "doors" in/out of the rest rooms within the Children's Services area.</p> <p><i>Utilities:</i> Provide a dual-sink in the Storytelling/Program area.</p>
Other Comments	<p>The space should be designed, finished, and outfitted for children, <i>not</i> for adults.</p> <p>The Storytelling/Program area should be an enclosed space within the larger space. Provision should be made to darken the storytelling space. One wall should be half-glass to allow parents to view children inside.</p> <p>The entrance to the public rest rooms for children for this area <i>must</i> be visible from the service desk. Consider a stall in rest room so children cannot get locked in and others can use sink.</p>

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 9
YOUTH SERVICES
OFFICE AND WORK AREA
551 nsf

The function of this space is to:

- Provide a work area and office space for the Youth Services staff and volunteers
- Provide a space to house supplies related to the above function.

A summary of the square footage allocation for the Youth services Offices and Work Area is as follows:

<i>Function</i>	<i>no. of Units</i>	<i>unit area</i>	<i>total units</i>
Office of Dept. Head. Libn II	1	96	96
Open Office Work Station	2	78	156
Work Table	1	75	75
Filing Area	1	20	20
Shelving for Holiday Collection	3	18	54
Storage Room	1	100	<u>100</u>
SUBTOTAL NSF			501
Internal walls and circulation 10%			<u>50</u>
<u>TOTAL NASF</u>			<u>551</u>

Occupancy

From three to five staff or volunteers at any one time, depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- 1 Semi-private office with work station, Type SADH with task chair, with two side chairs and one book case, housing for PC and printer, shelving overhead. Allow 96 nsf (Libn II)
- 2 Open Office work station Type WSLS with task chair PC, printer, shelving overhead, and a two-drawer front-pull file cabinet. Allow 78 nsf.
- 1 Work Table (3ft x 5ft) with 2 task chairs. Allow 75nsf
- 1 Four drawer lateral pull file cabinet. Allow 20 nsf.
- 3 Sections 84"df shelving to store Holiday collections. Allow 54nsf. (18nsf per section).
- 1 Storage room. Allow 100nsf. Include one supply Cabinet and 24" industrial shelving.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 10
YOUNG ADULT SERVICES
979 nsf

The primary function of this space is to serve as a special place for use by young adults (defined as persons ages 12 -18, or grades 7 - 12). This area includes an open space with stacks and tables and an enclosed activity room for special programs and meetings. Activity room will also house some paperbacks and the magazine shelves and lounge furniture and serve as a reading area when not otherwise in use.

The summary of the square footage allocation for Young Adult Services is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
OPAC PC station	3	24	72
Shelving fiction and non fiction	6	18	108
Paperback rack	3	30	90
Reader table area	2	100	200
Lounge seat area	4	30	120
Teen Activity Room	1	300	<u>300</u>
SUBTOTAL NSF			890
Internal walls and circulation @ 10%			<u>89</u>
TOTAL NASF			979

Occupancy

From ten to twenty (14 seated), depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- 3 OPAC PC station with printer on stand-up table; allow 72 nsf.
- 6 Sections (180 linear feet) of 72-inch high steel display-type double-face bookstack shelving with eight 8-inch adjustable shelves over two 10-inch fixed tilt base shelves (30 linear feet per df section) for 1,800 *fiction and non-fiction vols.*; allow 108 nsf (18 nsf per df section).
- 3 Paperback racks, large; allow 90 nsf (30 nsf each);
- 2 Four-place reader tables with four reader chairs each; allow 200 nsf. (100 nsf. each)
- 4 Four lounge chairs; allow 120 nsf. (30 nsf each)

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

- Activity Room:**
- 1 Table 2' x 6' with 4 chairs; allow 100 nsf
 - 6 Chairs in addition to the 4 above— Allow 60 nsf. for 6 stackable chairs
 - 2 Lounge seats
 - 1 Bulletin Board, 4 feet x 6 feet; nsf included in circulation space above
 - 1 Section (24 linear feet) of 60-inch hinged periodical display shelving with eight adjustable 10-inch shelves over two 12-inch fixed-base shelves (24 usable linear feet per df section) for 20 *current subscriptions*; allow 24 nsf. (NOTES: [1] *The base shelves will not be used to house materials.*)
 - 4 Sections paperback zigzag shelving wall mounted
 - 1 Pull down screen - ceiling mounted

Spatial Relationships

Adjacent to: Children's Services (Space 8)

Environmental and Engineering Needs

Electrical: Provide wiring, power, and data network cabling for OPAC PC stations, including debit card system.

Finishes: As a place for young adults, the space should reflect the tastes of young people (*to the degree possible, allowing for changes in taste*). Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

Lighting: Bright lighting—possible Neon Sign in Activity Room

Other Comments

This has the potential of being a very active and vibrant space, as well as a noisy place as teens gather after school and on weekends. Provide for acoustic separation from the rest of the building.

Activity Room: Front wall should be half glass. Entrance should be a double door which will stay open whenever there is no program since the room will then be used as a reading/study area.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 11
PERIODICALS
400 nsf

The function of this space is to:

- Provide a display and reading area for 75 current periodicals and newspapers for patrons; and
- House the public photocopy machine area.

A summary of the square footage allocation for Periodicals is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Public Service Area			
Display periodical shelving	2	18	36
Reader table seating	1	100	100
Lounge seating	6	30	<u>180</u>
SUBTOTAL NSF			316
Photocopy Area			
Photocopy machine	1	48	<u>48</u>
SUBTOTAL NSF			48
SUBTOTAL ALL NSF			364
Internal walls and circulation @ 10%			<u>36</u>
TOTAL NASF			400

Occupancy

Fifteen to twenty users (16 seated), depending upon the level of activity.

**Preliminary Listing of
Furniture and Equipment**

Public Service Area

- 2 Sections (48 linear feet) of 60-inch hinged periodical display shelving with eight adjustable 10-inch shelves over two 12-inch fixed-base shelves (24 usable linear feet per df section) for 75 current subscriptions; allow 36 nsf (18 nsf per df section). (NOTES: [1] The base shelves will **not** be used to house materials.
- 1 Four-place reader tables with four reader chairs each; allow 200 nsf (100 nsf each).
- 6 Lounge chairs; allow 180 nsf (30 nsf each).

Photocopy Area

- 1 Photocopy machine; allow 48 nsf. (NOTES: [1] Locate the machine in an alcove visible from the Reference and Adult Services service desk [2] Allow space for a 20-tray collator.. [3] The photocopy machines should be equipped with debit card equipment. There should also be a change machine which will accept coins and bills [\$20, \$10, \$5, and \$1 bills].)
- 1 Add value machine

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Spatial Relationships

Adjacent to: Reference and Adult Services (Space 13)

Close to: Young Adult Services (Space 10)

Environmental and Engineering Needs

Acoustics: Strive to achieve a quiet, restful place for the reading and study of current and backfile periodicals.

Electrical: Provide power for the photocopy machine, the change machine and the Add Value

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

Lighting: Provide task lighting for table seating. The quality of lighting is very important as there are many different types of paper and size of type that must be read at the same time in a small amount of space.

Security: The photocopy machine should be operable by debit card as well as coins.

Other Comments

House the current periodicals issues on hinged-sloped shelving that allows for the display of the current issue face out and sloping, the shelf can then be raised with from one month to six months of back issues stored immediately beneath the current issue.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 12
FICTION AND LARGE PRINT
COLLECTION
845 nsf

The function of this space is to:

- Provide an area for the adult fiction collection (15,000 vols.); and
- Provide an area for a special collection of large print books (2,000 vols.).

A summary of the square footage allocation for the Fiction and Large Print Collection is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Shelving and aisles; fiction	28	18	504
Shelving and aisles; large print	8	18	144
Lounge seating	4	30	<u>120</u>
SUBTOTAL NSF			768
Internal Walls Circulation @ 10%			<u>77</u>
TOTAL NASF			845

Occupancy

Three or four to ten to fifteen users (4seated), depending upon the level of activity.

**Preliminary Listing of
Furniture and Equipment**

- 28 Sections (1,008 linear feet) of 72-inch high steel bookstack shelving with ten 8-inch adjustable shelves over two 10-inch fixed tilt base shelves (36 linear feet per df section) for 10,080 *adult fiction.*; allow 504 nsf (18 nsf per df section).
- 8 Sections (240 linear feet) of 72-inch high steel double-face bookstack shelving with eight 10-inch adjustable shelves over two 12-inch fixed base shelves (24 linear feet per df section) for 2,000 *large-type vols.*; allow 144 nsf (18 nsf per df section). (*NOTE: The base shelves will not be used to house materials.*)
- 4 Lounge chairs; allow 120 nsf (30 nsf each).

**Spatial Relationships
Environmental and
Engineering Needs**

Close to: New Materials/Audiovisual Collection (Space 7).

Acoustics: This will be another busy place. There will be users who will want to browse the collections and sit down to read a "good" book; their needs should be considered.

Electrical:

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 13
REFERENCE AND
ADULT SERVICES
3,124 nasf

This is the primary center for services for adults. It is an active service place. The staff at the service counter will utilize reference materials, on-line databases, the on-line catalog (OPAC), and the circulating collections. The function of the space for the collection is to provide shelving for the library's collection of reference and circulating non-fiction books (25,700 vols.). There should be a work space for the use of on-line database services and reader seating as part of the space;

For the reference and information functions the service counter should be designed to:

- Handle both adults and young adults who come to the desk seeking staff assistance for reference and informational needs; and
- Provide storage, file drawers, and adjacent shelving for 200 ready-reference volumes.

A summary of the square footage allocation for Reference and Adult Services is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Service counter	1	200	200
OPAC PC station	8	24	192
Shelving and aisles; ready reference	3	18	54
Shelving and aisles; reference	7	18	126
Shelving and aisles; non-fiction	61	18	1,098
Atlas stand	1	25	25
Dictionary stand	1	25	25
Reader table area	7	100	700
Study carrel area	12	35	<u>420</u>
Subtotal nasf			2,840
Internal walls and circulation @ 10%			<u>284</u>
TOTAL NASF			3,124

Occupancy

Forty to sixty users (49 seated), depending upon the level of activity

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

**Preliminary Listing of
Furniture and Equipment**

- 1 Service counter. Provide two telephones, one 3-drawer lateral-pull file cabinet, shelf storage, two task stools and one task chair, two PCs with printers, a book truck, and one side chair; allow 200 nsf. *(NOTE: The PCs will be configured to access the OPAC, the Internet, have word processing capabilities, and should be part of the building's LAN [local area network, including CD-ROM.]*
- 1 Fax machine
- 7 Sections (36 linear feet) of 48-inch high steel double-face bookstack shelving with four 10-inch adjustable shelves over two 12-inch fixed tilt-base shelves (18 linear feet per df section) and canopy tops for 200 *ready reference* vols.; allow 36 nsf (18 nsf per df section). *This is part of service counter.*
- 8 OPAC PC stations with four printers. Place two on Stand-up tables; five on tables for sit-down use, and one on a table designed for use by the physically challenged; allow 192 nsf (24 nsf each *clustered near the service counter*).
- 6 Sections (252 linear feet) of 84-inch high steel double-face bookstack shelving with fourteen 10-inch adjustable shelves over two 12-inch fixed tilt-base shelves (42 linear feet per df section) for 1440 *reference vols.*; allow 108 nsf (18 nsf per df section). *(NOTE: Consider a layout which would alternate a 72-inch high range with a 48-inch range with canopy top so that the shorter range could be used to both house vols. and be a stand-up work area for persons using the material.)*
- 61 Sections (2,352 linear feet) of 84-inch high steel double-face bookstack shelving with twelve 10-inch adjustable shelves over two 12-inch fixed tilt-base shelves (42 linear feet per df section) for 24,300 *non-fiction vols.*; allow 1,008 nsf (18 nsf per df section).
- 1 Atlas case for oversize items; allow 25 nsf.
- 1 Dictionary stand; allow 25 nsf.
- 7 Four-place reader tables with four reader chairs each; allow 700 nsf (100 nsf each).
- 12 One-place study carrels with one reader chair each; allow 420 nsf (35 nsf each). *(NOTE: All of the carrels will also be stations for accessing electronically accessible information products.)*

- I Bulletin board, 4 feet X 6 feet, wall-mounted; nsf part of circulation allowance above.

Spatial Relationships

Adjacent to: Periodicals (Space 11).

Close to: Young Adult Services (Space 10).

Environmental and Engineering Needs

Communications: Provide network connection for the PCs at the service counter. Provide for two telephone instruments at the service counter. Provide telephone line for fax machine.

Electrical: Provide power and network cabling for the OPAC and PCs. Design the carrels to handle power, data, and signal wiring for a variety of electronic access equipment and PCs with printers. Provide power, data, and signal wiring for the service desk for telephones and PCs with printers and the modems.

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts **must** have industrial type finish, up to and including stainless steel wainscot.

Lighting: Provide task lighting at carrels. The lighting for the use of the PCs will require special attention.

Security: Position the book stacks so that there are good sight lines from the service counter into the bookstacks. The various computer and electronic access PCs and printers are vulnerable to theft, so provide sufficient security measures to insure theft of these items does not occur. Provide debit-card equipment in addition to coin-operated devices for all equipment for which there will be charges. Confer with library staff on which equipment requires these devices.

Other Comments

Arrange the bookstacks in blocks of consecutive ranges with reader seating between them to break up the stack density. Limit the length of the ranges to five to six sections, or fifteen to eighteen feet, in order that users can find books without frequent interruptions or changes of direction within the bookstacks. Provide a minimum of 42-inch aisles between all shelving ranges to accommodate the physically handicapped.

Plan the traffic areas and cross aisles between the bookstacks and seating to minimize visual and noise distractions to readers from other users moving through the area. Arrange the seating to provide a variety of seating choices, close to the bookstacks. Be aware of security issues. Utilize the walls and window areas for seating, rather than for shelving.

As the floor plan and general furnishings layouts are completed during the schematic and interior design

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

development phases, library staff will provide preliminary shelving designations for the reference and circulating fiction and non-fiction collections, and other collections such as government documents.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 14
ADULT SERVICES OFFICE
AND WORK AREA
444 nsf

The function of this space is to:

- Provide an office and work area for the reference and adult services staff.
- Provide an area to house supplies related to the above function.

Depending on design, this space may be part of a common work room shared by Youth Services staff and separated only by a high landscape partition, or it may be a separate space off the public Adult/Reference Services Area. Either way, eliminate corridors as much as possible.

A summary of the square footage allocation for the Adult Services Staff work area is as follows:

<i>Function</i>	<i>no. of Units</i>	<i>unit area</i>	<i>total area</i>
Office for Dept Head – Libn II	1	96	96
Open Office Work Station	3	78	234
Filing area	1	20	20
Supply Cabinets	2	18	36
Shelving	1	18	<u>18</u>
SUBTOTAL NSF			404
Internal walls and circulation 10%			<u>40</u>
TOTAL NASF			444

Occupancy

From three to four staff at any one time, depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- 1 Semi-private landscape office with work station with Type SADH (+ 1 chair and bookcase)
Task chair, housing for PC with printer. Overhead shelves and two-drawer front-pull file cabinet, and side chair; allow 96nsf (Libn II)
 - 3 Open-Office work stations with task chair, PC, printer shelving overhead, and two-drawer front-pull file cabinet; allow 156nsf (78nsf each)
 - 1 Section single face wall-mounted 84" H with six 10" shelves over a flat 12" base.
 - 1 Four-drawer lateral pull file cabinet. Allow 20nsf.
 - 2 Supply cabinets, lockable. Allow 40 nsf.
- Bulletin board, 2 feet X 3 feet, wall-mounted.

Spatial Relationship

Adjacent to: Reference and Adult Services Department

**Environmental and
Engineering Needs**

Communications: Provide telephones in the semiprivate office and on each station.

Electrical: Provide power and network cable for the semi-private office and each work station as indicated for PCs with printers

Lighting: Provide task lighting for the semi-private office and each work station.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 15
PUBLIC COMPUTER STATIONS
475 nsf

This space will be used both for instruction and for personal use.

A summary of the square footage allocation for the Public Computer Stations are as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Stations	12	36	<u>432</u>
SUBTOTAL NSF			432
Internal walls and circulation @ 10%			<u>43</u>
TOTAL NASF			475

Occupancy

From two or three to twelve, depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- 12 Computer tables with task chairs and housing for one PC. Provide two networked printing stations. Allow 432 nsf (36 nsf each).

Spatial Relationships

Adjacent to: Reference and Adult Services (Space 13)

**Environmental and
Engineering Needs**

Electrical: Provide power and network cable for the PCs and printers. Provide debit card capability with each PC.

Lighting: As some users will spend many hours a day at a PC, **extreme caution** must be taken to avoid natural light glare. No window in this area. Diffused lighting – up to ceiling down. Stations can be freestanding, back-to-back or in rows.

Security: Secure each PC and printer.

Other Comments

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 19
STAFF LOUNGE
530 nsf

The function of this space is to provide a location where the staff will take their coffee break, or eat lunch and dinner. This space must be designed to serve as a break from the service desks, the bookstack areas, and work stations.

A summary of the square footage allocation for the Staff Room is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Dining table area	2	80	160
Lounge area	2	40	80
Kitchen (food preparation) area	1	100	100
Vending area	1	50	50
Sofa	1	60	60
Supply closet	1	36	<u>36</u>
SUBTOTAL NSF			486
Internal walls and circulation @ 10%			<u>49</u>
TOTAL NASF			535

Occupancy

From five to twelve staff, volunteers, and visitors, depending upon the level of activity.

**Preliminary Listing of
Furniture and Equipment**

- 2 4-place, rectangular dining tables with four chairs each; allow 160 nsf (80 nsf each).
- 2 Lounge seats with one side table and lamp; allow 80 nsf (40 nsf each).
- 1 Kitchen with a double sink, garbage disposal, microwave, dishwasher, refrigerator with freezer and ice-maker, service counter with built-in cabinets and drawers; allow 100 nsf.
- 1 Vending machine area; allow 50 nsf. (NOTE: Confer with staff for details.)
- 1 Sofa seating two with one end table; allow 60 nsf
- 1 Supply closet with 24-inch deep shelving on three walls; allow 36 nsf.
- 1 Large bulletin board, 2 feet X 3 feet, wall-mounted; nsf included in circulation allowance above.
- 1 Magazine and newspaper holder, wall-mounted; nsf included in circulation allowance above.

Spatial Relationships

Adjacent to: Staff Work Area and Manager's Office (Space 17).

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 17
TUTORING ROOM
55 nsf

The function of this space is to provide a space for two persons, one a student, the second a "teacher."

A summary of the square footage allocation for the Tutoring Room is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Tutoring room	1	48	<u>48</u>
SUBTOTAL NSF			48
Internal walls and circulation @ 10%			<u>7</u>
TOTAL NASF			55

Occupancy

From one to two (2 seated), depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- 1 Tutoring room "built" with office systems furniture, two reader chairs; allow 48 nsf.

Spatial Relationships

Visual control from: Reference and Adult Services service counter (Space 13).

**Engineering and
Environmental Needs**

Acoustics: This type of study requires quiet and privacy.

Electrical: Provide network and cable for PC use with printer.

Security: This space will be locked at all times when not in use. It will be available only to those persons who register for the space at the Reference and Adult Services service counter (Space 12). Provide partial glass wall front for visual supervision.

Space 16
GROUP STUDY ROOM
154 nsf

The function of this space is to provide a space for a small number of persons to study as a group.

A summary of the square footage allocation for the Group Study Room is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Group study	1	140	<u>140</u>
SUBTOTAL NSF			140
Internal walls and circulation @ 10%			<u>14</u>
TOTAL NASF			154

Occupancy

From two to eight seated, depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- 1 Study table, 54 inches D, with eight reader chairs; allow 140 nsf.

Spatial Relationships

Visual control from:: Reference and Adult Services service counter (Space 13).

Away from: Quiet Room (Space 16).

**Engineering and
Environmental Needs**

Acoustics: Group study can become noisy, guard against noise "spillover" from the area into the rest of the floor.

Communications: Provide for a secured telephone jack connected to the building network.

Electrical: Provide network and cable for PC use with printer.

Security: The space will be locked at all times when not in use, available only to those persons who register for the space at the Reference and Adult Services service counter. Provide partial glass front walls for easy visual supervision.

Other Comments

Design and locate the space so staff can easily visually observe the occupants of the rooms.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 17
TUTORING ROOM
55 nsf

The function of this space is to provide a space for two persons, one a student, the second a "teacher."

A summary of the square footage allocation for the Tutoring Room is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Tutoring room	1	48	<u>48</u>
SUBTOTAL NSF			48
Internal walls and circulation @ 10%			<u>7</u>
TOTAL NASF			55

Occupancy

From one to two (2 seated), depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- 1 Tutoring room "built" with office systems furniture, two reader chairs; allow 48 nsf.

Spatial Relationships

Visual control from: Reference and Adult Services service counter (Space 13).

**Engineering and
Environmental Needs**

Acoustics: This type of study requires quiet and privacy.

Electrical: Provide network and cable for PC use with printer.

Security: This space will be locked at all times when not in use. It will be available only to those persons who register for the space at the Reference and Adult Services service counter (Space 12). Provide partial glass wall front for visual supervision.

Space 18
BRANCH LIBRARIAN'S
OFFICE AND WORK SPACE
217 nsf

The function of this space is to:

- Provide a private office for the Branch Librarian, large enough to accommodate visitors.
- This office should be directly accessible from the public area without going through staff areas.

A summary of the square footage allocation for the Branch Head's Office is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Librarian's office	1	197	197
SUBTOTAL NSF			197
Internal walls and circulation @ 10%			<u>20</u>
TOTAL NASF			217

Occupancy

From two to five at any one time, depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- 1 Private office Type PORL with desk, task chair, PC with printer, one book case, one credenza, one 4-drawer lateral file, 2 guest chairs and small conference table with three chairs. Allow 197 nsf.

**Spatial Relationships
Environmental and
Engineering Needs**

Adjacent to: Public area and staff work areas

Communications: Provide telephone and data

Electrical: Provide power for work station.

Lighting: Provide task lighting.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Space 19
STAFF LOUNGE
530 nsf

The function of this space is to provide a location where the staff will take their coffee break, or eat lunch and dinner. This space must be designed to serve as a break from the service desks, the bookstack areas, and work stations.

A summary of the square footage allocation for the Staff Room is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Dining table area	2	80	160
Lounge area	2	40	80
Kitchen (food preparation) area	1	100	100
Vending area	1	50	50
Sofa	1	60	60
Supply closet	1	36	<u>36</u>
SUBTOTAL NSF			486
Internal walls and circulation @ 10%			<u>49</u>
TOTAL NASF			535

Occupancy

From five to twelve staff, volunteers, and visitors, depending upon the level of activity.

**Preliminary Listing of
Furniture and Equipment**

- 2 4-place, rectangular dining tables with four chairs each; allow 160 nsf (80 nsf each).
- 2 Lounge seats with one side table and lamp; allow 80 nsf (40 nsf each).
- 1 Kitchen with a double sink, garbage disposal, microwave, dishwasher, refrigerator with freezer and ice-maker, service counter with built-in cabinets and drawers; allow 100 nsf.
- 1 Vending machine area; allow 50 nsf. (NOTE: Confer with staff for details.)
- 1 Sofa seating two with one end table; allow 60 nsf
- 1 Supply closet with 24-inch deep shelving on three walls; allow 36 nsf.
- 1 Large bulletin board, 2 feet X 3 feet, wall-mounted; nsf included in circulation allowance above.
- 1 Magazine and newspaper holder, wall-mounted; nsf included in circulation allowance above.

Spatial Relationships

Adjacent to: Staff Work Area and Manager's Office (Space 17).

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

**Environmental and
Engineering Needs**

Communications: Provide one wall-mounted telephone.

Electrical: Provide power receptacles for vending machines and appliances. Provide a cable TV drop.

Lighting: Provide indirect and task lighting, such as lamps, to provide a difference in environment from work area lighting.

Security: Entry should be limited to library staff, volunteers, and their guests.

Staff Restroom: Provide 2 Restrooms (Men's and women's) near the staff lounge area – make sure they do not open directly in the lounge.

Utilities: As needed for kitchen area, vending machines, water cooler.

Other Comments

This space *must* be accessible to all staff without passing through another staff area.

Locate the kitchen in a semi-enclosed area. Design the space for ease of maintenance, with finishes such as vinyl flooring and washable wall coverings. Provide adequate ventilation for heat and food odors. The entire area must be designed to provide a very different environment from the work areas.

Provide a telephone for intercom and incoming calls only.

Consider a patio accessible *only* by staff.

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Table 5.2
Summary of Capacities (materials) in the Neighborhood Library

<i>materials</i>	<i>space within the building</i>	<i>amount</i>	<i>totals</i>
Books:			
New Books	New Materials/Audiovisual Collection		3,000
Reference	Children's Services	300	
	Reference and Adult Services	<u>1,640</u>	1,940
Fiction/Non-Fiction	Children's Services	10,000	
	Fiction and Large-Type Collection	11,000	
	Young Adult Services	1,800	
	Reference and Adult Services	<u>24,300</u>	47,100
Paperbacks	New Materials/Audiovisual Collection	2,000	
	Young Adult Services	<u>2,000</u>	4,000
Large-Type Books	Fiction and Large-Type Collection		2,000
Picture/Easy Books	Children's Services		6,400
Reserves ("holds")	Circulation Service Desk		1,200
Sorting/Work Area Shelving	Circulation Work Area		4,200
Non-Print Items:			
Audiovisual Items	New Materials/Audiovisual Collection		8,000
Periodicals:			
Periodical, Current	Children's Services	20	
	Periodicals	50	
	Young Adult Services	<u>20</u>	90
Periodical, Backfile	Periodicals		<u>300</u>
GRAND TOTAL NUMBER OF MATERIALS			78,230

NEIGHBORHOOD II BRANCH LIBRARY
A 20,000 sq. ft. Library Building Program
BROWARD COUNTY LIBRARY

Table 5.3
Summary of Capacities (seating) in the 20,000 Square Foot Regional Library

<i>seating</i>	<i>space within the building</i>	<i>amount</i>	
User (Reader) Seating:			
Side Chair	Circulation Service Desk	1	
	Children's Services	1	
	Reference and Adult Services	<u>1</u>	3
Bench	Entrance Lobby	2	
	New Materials/Audiovisual Collection	<u>4</u>	6
OPAC PCs ¹	Fiction & Large Type Collection	1	
	New Materials/Audiovisual Collection	1	
	Children's Services	3	
	Reference and Adult Services	8	
	Young Adults	<u>1</u>	14
Sofa/Lounge Seats	Children's Services	2	
	Fiction & Large-Type Collection	4	
	Periodicals	8	
	Young Adult Services	4	
	New Materials	<u>2</u>	20
Four-Place Tables	Children's Services	16	
	Periodicals	8	
	Young Adult Services	8	
	Reference and Adult Services	<u>28</u>	60
One-Place Study Carrels	Reference and Adult Services	12	
	Quiet Room	<u>6</u>	18
PC Stations	Children's Services	8	
	Public Computer Stations	<u>12</u>	32
Study	Group Study Room		6
Tutoring	Tutoring Room		<u>2</u>
Total General User seats:			161
Program/Group Seating:			
Meeting Room	Multi-Purpose Meeting Room	100	
Conference	Conference Room	20	
Storytelling/Program	Children's Services	<u>40</u>	<u>160</u>
GRAND TOTAL NUMBER OF SEATS			321

¹ Includes seating for the physically challenged.

THE BUILDING PROGRAMMING PROCESS

The intent of this document is to define the detailed architectural space requirements for a new Community Branch Library for the Libraries Division, Broward County, Florida.

COMMUNITY LIBRARY DEFINED

A Community Library is defined as a full-service facility whose collection is shaped by the community it serves. The collection is determined by community demographics. The materials for children and young people provide support for the school curriculum through high school. The programs offered are also designed with the demographics in mind, and many are provided in a special program/storytelling room within the children's section. The collections for adults include circulating and reference materials, a new materials collections, and large print books. There is also a space with materials and seating for young adults. There are large adult, young adult, and children's media collections, e.g. CDs, books-on-tape, and videocassettes.

PROGRAMMING PROCESS GOAL

The primary goal of the programming process is to develop a clear and concise definition of the problem to be solved by the evolution of an architectural design. Recognizing that the public library system is dynamic by nature, affected by a wide variety of both internal and external actions, programming must consider current, short-, and long-term needs. Key issues to be addressed include:

- ◇ The sizes of the materials collections;
- ◇ Seating for those persons using the collections;
- ◇ Circulation and usage patterns for each type of material in the library's collection;
- ◇ Staff service points and work areas; and
- ◇ Systems automation and information technologies, and how they are integrated with services and building technology.

The output of the programming process is a clear statement of space requirements, primary relationships, and overall concepts of organization. During this phase the building consultant has undertaken all activities necessary to define the scope of the project in terms of area requirements, adjacencies, and individual space requirements. In addition to the preparation of a detailed building program statement, the building consultant discusses the impact that determinants to design have on the project, such as vehicular and pedestrian flow, impact on adjacent uses, design implications, and similar issues. The output of this process is this detailed building document which will satisfy each of the above elements for the design of a new Community Library.

GENERIC COMMUNITY BRANCH LIBRARY
30,000 square feet
BROWARD COUNTY LIBRARY

**CONTENTS AND FORMAT OF
THE BUILDING PROGRAM**

There are five sections of this program which identify and document pertinent issues related to the planning of the facility and the architectural and engineering design. These seven sections are:

- ◇ The Building Programming Process;
- ◇ The Contemporary Public Library Building;
- ◇ Exterior Considerations;
- ◇ Interior Considerations;
- ◇ The Assignable Spaces;

The format of the program is designed to remain consistent throughout all phases of the planning process. Each section makes reference to other portions of this program statement as well as to other sources. However, each section is also designed to exist as a stand alone reference.

**Section One:
The Building Programming Process**

This section of the program statement delineates the background of the project and will serve as a orientation to anyone being exposed to the project for the first time. It will also serve as a reminder of those issues which span the entire project. This section includes:

- ◇ Program contents and format; and
- ◇ Design team make-up.

**Section Two:
The Contemporary
Public Library Building**

This section of the statement illustrates issues affecting the development of contemporary library services and modern library buildings. Definition of the parameters which define the spirit of the building at the outset is considered crucial to setting a strong direction for the final design of the facility. This section includes the following:

- ◇ The operational implications of current trends in library services and usage in the facility;
- ◇ Trends in information technologies and their need to be integrated with building technology; and
- ◇ Issues of flexibility in design for various functions within a library building.

**Section Three:
Exterior Considerations**

The Exterior Considerations section defines issues affecting the development and maintenance of the site and the exterior of the building. This includes both internal and external factors which affect the final design, and how it fits into the neighborhood. This section specifically includes the following information:

- ◇ Factors impacting site development, including design issues of building orientation, site context and the adjacent neighborhood, building mass, landscaping, lighting, exterior materials, etc.;
- ◇ Issues concerning the parking requirements for vehicles at or in proximity to the site;

GENERIC COMMUNITY BRANCH LIBRARY

30,000 square feet

BROWARD COUNTY LIBRARY

- ◇ Public, staff, and service access and loading requirements;
- ◇ A definition of site elements of the project;
- ◇ Definition of net-to-gross square footage terminology and efficiency factors; and
- ◇ Security and maintenance planning.

**Section Four:
Interior Considerations**

This section qualifies the design of space through the experience of the building consultant with other library building projects. These qualifications include internal factors which will impact the final design of the facility. This section includes:

- ◇ Value engineering and life-cycle costing strategies;
- ◇ Architectural design and construction systems narrative;
- ◇ Structural, mechanical, and electrical needs of engineering systems, including:
 - ◇ Heating, ventilation, and air conditioning (HVAC),
 - ◇ Plumbing and fire protection,
 - ◇ Power and lighting, and
 - ◇ Security and communications;
- ◇ Recommendations on optimum building materials and systems; and
- ◇ Energy conservation applications.

GENERIC COMMUNITY BRANCH LIBRARY
30,000 square feet
BROWARD COUNTY LIBRARY

Section Five:
The Assignable Spaces

This section documents the process of synthesizing the detailed space requirements for each functional component of the facility. This involves the *quantifying* of space only, defining the need for space to the year 2020. The square footage's have been developed based upon the space planning guidelines set forth in Appendix A.

This section includes the following information:

- ◇ Documentation of the architectural space allocations for each function of the building included in the scope of the project in terms of spatial organization, functional usage, room sizes, furniture and equipment requirements, and any other considerations; and
- ◇ Definition of optimum adjacencies and maximum occupancy for each space.

DESIGN TEAM MAKE-UP

The building consultant recommends the design team for the new Community Library include the following disciplines, all to be part of the design consultant's (the architect of record) contract:

- ◇ Project architect;
- ◇ Construction administrator;
- ◇ Interior designer (either on the staff of the architect of record or a specialist on the team);
- ◇ Landscaping architect (on staff of design consultant or a specialist on the team);
- ◇ Lighting consultant (on staff of design consultant or a specialist on the team);
- ◇ Acoustic consultant (on staff of design consultant or a specialist on the team); and
- ◇ Cost consultant.

It is recognized that of the first five disciplines the same person might fill two of the five roles.

CONCLUSION

The completion of the building programming phase places the Libraries Division of Broward County in a position to take the next series of steps required to design and then construct one or more new Community Libraries.

This building program statement should be viewed as a working document. Once completed and accepted by the Libraries Division it will next be used by the design consultant to translate the words here into a building plan and design. During that process there may be modifications to the program statement. That is as it should be.

GENERIC COMMUNITY BRANCH LIBRARY
30,000 square feet
BROWARD COUNTY LIBRARY

THE CONTEMPORARY PUBLIC LIBRARY BUILDING

A building, in its simplest form, is a series of spaces, some defined by enclosure, some defined only by use. The success of the whole is dependent upon a gathering of these spaces, maintaining their principles, relationships, and most importantly, their aesthetic concerns. These are principles that give building individualism and special meaning.

THE PUBLIC LIBRARY: AN EFFECTIVE SERVICE ORGANIZATION

The contemporary public library is a diverse and economically effective service institution. It provides persons of all ages and educational levels with access to knowledge and information. The collections of the public library document our social and cultural past, promote technological progress, and encourage broad, unstructured intellectual stimulation.

The public library is a special place. It shares the excitement of discovery, the educational incitement of an academic setting, the aura of a performing arts center, and the quiet of a retreat setting. The facility in which the library is housed should allow for this mission, and all of these program undertakings. Public libraries are places where people can go to discover ideas, people, and themselves.

A RESOURCE SERVING ALL RESIDENTS

The public library, as represented by its materials, services, and programs, is broad-based. It is the one place in a community where widely differing points of view are organized and available to all users. The collections and services complement all other institutions in the community. The public library is the only educational resource with the potential to *serve all* residents of a given community.

The public library plays a special role in introducing pre-school children to the joys of reading. It can broaden their intellectual horizons through programming that includes story hours, puppet shows, educational games and toys, and electronic media.

Students of all ages who have their primary information needs met by their school or institutional libraries depend on the public library for supplementary materials. The extended, year-round, schedule of public library service hours provides easy, convenient access. In addition to supporting and sustaining formal education, today's public libraries provide:

- ◊ Information from their own resources;

**GENERIC COMMUNITY BRANCH LIBRARY
30,000 SQUARE FEET
BROWARD COUNTY LIBRARY**

- ◊ Information from external on-line databases; and
- ◊ Information from other libraries, via interlibrary loan and the Internet, assisting users to meet a wide range of needs.

The public library provides support, directly and through cooperative programs, to other community agencies for self-education, job preparation, and adaptation to career shifts triggered by changes in the work place.

**LIBRARIES REQUIRE
SMART BUILDINGS**

The public library building of today -- and most assuredly of the next century -- must accommodate the traditional collections and functions long associated with library service while reflecting the technical flexibility and requirements of *smart* offices and other buildings. Library buildings, and those that plan and design them, must address the dramatic changes in information technologies that have occurred the past three decades, especially library information technologies and digitalization of text.

A number of other technologies, among them the somewhat more mundane electromechanical mobile, or compact, storage systems and microform, have also played a significant role in the planning and operation of libraries. The optical media digitally encoded videodisk, optical digital disk, and CD-ROM have had/are having major impacts now and will continue to do so well into the next century.

Interestingly enough, as technology has become more sophisticated, so has society at-large, and the library user in particular.

While more information can be stored in less space, a higher level of demand for a wider range of materials and the furniture and equipment needed to realize the full potential of information technology has offset this condensation of information.

The integration of natural and artificial lighting for the library building is basic and critical to the design of a functional library. Lighting is one of the most important and controversial aspects of design. Section Four of this program statement outlines lighting guidelines for the design and the engineering consultants.

The several spaces within the facility for users should be varied and inviting. The furnishings and equipment must be arranged so as to balance the user's needs for access in relation to the library's operational needs for controlling that access.

**TYPICAL SERVICES AND
FUNCTIONS**

The public library facility must provide a harmonious balance of public service places and the necessary support spaces. There must be considerable adaptability within the design to permit adjustment for new services, furnishings, and equipment over time. A sampling of typical public library uses and functions is suggested by the following:

**GENERIC COMMUNITY BRANCH LIBRARY
30,000 SQUARE FEET
BROWARD COUNTY LIBRARY**

- ◇ A parent returning materials to the Circulation Service Desk and browsing for new materials in New Materials/Audiovisual Collection;
- ◇ A member of a community civic club at a PC station researching drive ideas in Reference and Adult Services;
- ◇ Readers absorbed in different Florida newspapers in the Periodicals section;
- ◇ A librarian searching for a specific book title via an interlibrary loan database;
- ◇ A group of pre-school children experiencing the excitement of learning while enjoying puppet show in Children's Services;
- ◇ Two middle school students using electronically accessible databases for a project in Young Adults Services;
- ◇ An Adult New Learners class making a group visit to tour the Library;
- ◇ A community Chamber of Commerce staff participating in a videoconference meeting in the Multi-Purpose Meeting Room;
- ◇ High school students utilizing one of the Group Study Rooms for a class project;
- ◇ A user at a public word processing station working on the text for a journal article;
- ◇ Two senior citizens at a study carrel wired for the use of audiocassettes with printed materials to learn conversational Russian;
- ◇ A group of young parents meeting with the district legislator regarding public safety; and
- ◇ A group of young mothers enjoying cups of coffee in The Gathering Place while their children participate in a writing program in Children's Services.

Many of the above scenarios are common, everyday happenings in many public libraries throughout the country. They will be just as common in a new Broward County Community Library .

**THE BUILDING MUST REFLECT
A COMMITMENT TO
PUBLIC SERVICE**

The building program for the Community Library incorporates the successful features and experiences of numerous other library facilities as they apply to the needs of Broward County and the Libraries Division service area residents.

The resulting building should embody a commitment to public service through the provision of a well-designed library that does not sacrifice functionality or aesthetics. It should be cost-effective in terms of operation and layout. It *must* be responsive to changing service needs. It should also be designed for future expansion.

The new Community Libraries of Broward County are important informational, cultural, and educational resources. Their design should reflect the dignity associated with these functions.

**GENERIC COMMUNITY BRANCH LIBRARY
30,000 SQUARE FEET
BROWARD COUNTY LIBRARY**

ASSIGNABLE SPACES

The building program is for the projected twenty year space needs of the Community Library. The program calls for a one-level facility of 24,000 net assignable square feet (nasf). The total building size measures 30,000 building gross square feet (bgsf) of space. This ratio will result in a building that is approximately eighty percent efficient (24,000nasf divided by 30,000 bgsf equals 80).

This building program statement includes twenty-one separate assignable spaces to be occupied

**Table 5.1
Summary of Net Assignable**

<i>Space</i>	<i>Space No.</i>	<i>NASF</i>
◇ Entrance Lobby/Gathering Place/Friends	Space 1	561
◇ Multi-Purpose Meeting Room	Space 2	1980
◇ Conference Room	Space 3	550
◇ Electronic Information Training Lab	Space 4	1,161
◇ Circulation Service Desk	Space 5	965
◇ Circulation Work Area	Space 6	1,051
◇ Loading Area and Staff Entrance	Space 7	402
◇ Library Materials Return	Space 8	90
◇ New Materials/Audiovisual Collection	Space 9	1,262
◇ Children's Services	Space 10	4,063
◇ Children's Services Workroom	Space 11	969
◇ Young Adult Services	Space 12	1,489
◇ Periodicals	Space 13	913
◇ Fiction and Large Print Collection	Space 14	1,557
◇ Reference and Adult Services	Space 15	4,309
◇ Ref. And Adult Services Workroom	Space 16	993
◇ Group Study Rooms (Two)	Space 17	264
◇ Tutoring Rooms (Three)	Space 18	160
◇ Quiet Room	Space 19	385
◇ Branch Librarian's Office	Space 20	197
◇ Staff Lounge	Space 21	<u>679</u>
Sub-Total NASF		24,000
Unassigned Space		<u>6,000</u>
Total Building BGSF		30,000

Each of the spaces is given a number, and sized, in terms of nasf. Each space is briefly described, in terms of the desired characteristics, including:

- ◇ A description of the functional activities anticipated to take place in the space;
- ◇ The occupancy, or anticipated number of staff and/or

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

public typically using the space, at any given point in time;

- ◇ A description of the relationships between assignable spaces, in terms of adjacencies desired or prohibited;
- ◇ A preliminary listing of furniture and equipment;
- ◇ Remarks addressing special environmental and engineering needs not covered in Section Four; and
- ◇ Other comments, including growth projections, as appropriate.

The occupancy level indicates the number of staff and/or users who might be in the specific space at any one time. The number of users who can be seated is also stated in parentheses. The seating totals also include spaces for the physically challenged; they do not include spaces where stand-up tables or lecterns are to be used. These occupants are, however, reflected in the total occupancy.

The furniture and equipment listing for each space is not inclusive. It identifies the basic shelving and seating needs, and other primary furnishings and equipment required to outfit each space. The specific requirements for each piece in every space will eventually be identified and specified during the continual refinement of the facility during the design process.

Public and staff rest rooms are not included as part of the assignable spaces, nor are custodial or electrical/telephone closets. Public rest rooms should be designed without doors as seen in airports, hotels and other busy locations. This makes easier entrance and exit for persons with disabilities and for the general public as well.

At the conclusion of Section Five, a summary of the public services, support, and staff spaces is provided, as well as occupancy, shelving, and seating capacities. This information is summarized for the building. Table 5.2 is a Summary of Capacities (materials) and Table 5.3 is a Summary of Capacities (seating).

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 1
ENTRANCE LOBBY
561 nsf**

The function of this space is to:

- ◇ Provide, via the vestibule, the space for persons to begin the transition from the "outside" to the "inside;"
- ◇ Provide community announcement and library bulletin boards.
- ◇ Provide a space for the Friends of the Community Library book sale and gift shop.
- ◇ Provide an area for persons to wait for others to pick them up from the library.

A summary of the square footage allocation for the Entrance Lobby is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Lobby	1	300	300
Friends book sale/gift shop	1	160	160
ATM machine	1	50	<u>50</u>
SUBTOTAL NSF			510
Internal walls and circulation @ 10%			<u>51</u>
TOTAL NASF			561

Occupancy

The occupancy of this space will range from a few dozen to fifty or more , depending upon the schedule of activities in the building.

**Preliminary Listing of
Furniture and Equipment**

- 2 public telephones; mounted outside the front entrance.
- 2 Glass display cases 3'x3', not lighted, movable to use anywhere within the building.
- 1 Friends of the Community Library gift shop and book sale area; allow 160 nsf. (NOTE: Confer with staff for details.)
- 1 Bulletin board, wall-mounted (included in overall nsf).
- 1 Slatwall display for program signs, flyers, brochures.
- 1 People-counter (included in overall nsf.), mounted on entrance doors.

Spatial Relationships

Adjacent to: Circulation Service Desk (Space 5).

Close to: Public Rest Rooms.

**Environmental and
Engineering Needs**

Acoustics: This is a high traffic area. Give special

GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY

consideration to additional acoustical control through the use of hanging baffles or other sound absorbent materials.

Communications: Provide two pay telephones mounted outside the front entrance including one accessible by the physically challenged and by children.

Electrical: Provide power outlets in the floor, counters, and/or walls for exhibit possibilities. Provide for people-counter device mounted at entrance into building. Provide for the ATM machine and coffee service at the counter.

Finishes: Because this is a high traffic area, flooring materials should be selected for their long-term durability characteristics.

Lighting: Daylighting and general ambient lighting for the area.

Plumbing: In conjunction with the Public Rest Rooms, provide dual level water fountains with one for use by children or physically challenged persons.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 4
ELECTRONIC INFORMATION
TRAINING LAB
1,161 nsf**

The function of this space is to provide a training lab seating twenty in an enclosed room for electronic information training as well as for personal computer use. Preferably, no outside windows.

A summary of the square footage allocation for the Electronic Information Training Lab is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Training station	20	48	960
Control station	1	48	48
Trainer station	1	48	<u>48</u>
SUBTOTAL NSF			1,056
Internal walls and circulation @ 10%			<u>105</u>
TOTAL NASF			1,161

Occupancy

From six or seven to twenty, depending upon the level of activity (all seated).

**Preliminary Listing of
Furniture and Equipment**

- 20 Computer tables each with task chair, computer and Printer for the Training Lab; allow 960 nsf (48 nsf per station). Stations will be set up in 4 or 5 rows.
- 1 Work station for the trainer with task chair; computer and printer. allow 48 nsf
- 1 Control Desk with task chair, computer and printer allow 48nsf
- 1 Wall-mounted monitor with VCR; nsf part of circulation allowance above.
- 1 Ceiling mounted LCD projector; nsf part of circulation allowance above.
- 1 Ceiling mounted electric projection screen
- 1 Marker board
- 1 Supply Cabinet 24" deep
- 1 Lateral 4-drawer file for instructional material

Spatial Relationships

Adjacent to: Conference Room (Space 3).

Away from: Mechanical Room.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

Spatial Relationships

Adjacent to: Public Rest Rooms and Conference Rooms (Space 3).

Away from: Mechanical equipment and other noise sources.

Environmental and Engineering Needs

Acoustics: Provide balanced acoustics for use of the entire area.

Communications: Provide telephone jacks, secured for silent ring.

Electrical: Provide for a TV cable drop . Provide outlets throughout the room. Floor outlets for cameras, mikes, etc. Consider hard-wiring the cable TV channel(s). Provide for PC with printer capabilities. Confer with staff for details. Provide for the refrigerator, the dishwasher and microwave in the kitchenette.

Lighting: Provide dimmer controls. Provide track or adjustable lighting for exhibits, audiovisual (AV) programs, and other activities.

Temperature: If possible, provide a separate HVAC zone and temperature controls specifically for the Multi-Purpose Meeting Room.

Utilities: Provide for the kitchenette with a double-sink and floor drain.

Other Comments

Meeting rooms receive heavy use. Provide easily maintained wall surfaces and heavy-duty carpet tile that can withstand tables and chairs being dragged across the carpet tiles. Provide a chair rail on all walls. Provide a mean for hanging railing or other means for hanging art on the walls. Consider self-healing tackable or wall carpet surface on one or more walls or as a 36" strip around the room. Ideally, the design will provide a storage room for the chairs and tables, an enclosed kitchen, as well as access from the outside to facilitate the movement of large equipment, such as a piano, harp, etc.

Locate the kitchenette so it can also be used by persons in the Conference Room (Space 3).

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 2
MULTI-PURPOSE MEETING ROOM
1,980 nsf**

The function of this space is to provide a large multi-purpose space for library and/or non-library programming, such as:

- ◇ Children's Book Week programs;
- ◇ Family puppet shows and storytelling;
- ◇ Lectures;
- ◇ Meetings;
- ◇ Video- and teleconferencing;
- ◇ Reading and discussion groups; and
- ◇ Exhibits.

A summary of the square footage allocation for the Multi-Purpose Meeting Room is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Seating area	150	10	1,500
Table and chair storage	1	200	200
Kitchenette	1	100	<u>100</u>
SUBTOTAL NSF			1,800
Internal walls and circulation @10			<u>180</u>
TOTAL NASF			1,980

Occupancy

Seating for 150, or seating at tables for 60

**Preliminary Listing of
Furniture and Equipment**

- 150 Stack chairs, with dollies.
- 30 Sixty-inch long by 30-inch wide by 30-inch high, folding tables with dollies.
- 1 Ceiling-recessed, electric screen, size to be determined.
- 1 Ceiling-mounted electronic projection system.
- 1 Large-screen television (TV) and videocassette recorder (VCR) playback unit with stereo sound system housed in a portable, locking cabinet.
- 1 Wall-mounted, enclosed, combination tack/white board.
- 1 Kitchenette with refrigerator, microwave unit, double-sink, dishwasher and lockable cabinets above and below counter-top.

Provide sufficient counter space for food preparation.
(NOTE: The kitchen **must** be positioned in such a manner that it is accessible from the multi-purpose room, the conference room, and the Friends' space.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

Spatial Relationships

Adjacent to: Public Rest Rooms and Conference Rooms (Space 3).

Away from: Mechanical equipment and other noise sources.

Environmental and Engineering Needs

Acoustics: Provide balanced acoustics for use of the entire area.

Communications: Provide telephone jacks, secured for silent ring.

Electrical: Provide for a TV cable drop . Provide outlets throughout the room. Floor outlets for cameras, mikes, etc. Consider hard-wiring the cable TV channel(s). Provide for PC with printer capabilities. Confer with staff for details. Provide for the refrigerator, the dishwasher and microwave in the kitchenette.

Lighting: Provide dimmer controls. Provide track or adjustable lighting for exhibits, audiovisual (AV) programs, and other activities.

Temperature: If possible, provide a separate HVAC zone and temperature controls specifically for the Multi-Purpose Meeting Room.

Utilities: Provide for the kitchenette with a double-sink and floor drain.

Other Comments

Meeting rooms receive heavy use. Provide easily maintained wall surfaces and heavy-duty carpet tile that can withstand tables and chairs being dragged across the carpet tiles. Provide a chair rail on all walls. Provide a mean for hanging railing or other means for hanging art on the walls. Consider self-healing tackable or wall carpet surface on one or more walls or as a 36" strip around the room. Ideally, the design will provide a storage room for the chairs and tables, an enclosed kitchen, as well as access from the outside to facilitate the movement of large equipment, such as a piano, harp, etc.

Locate the kitchenette so it can also be used by persons in the Conference Room (Space 3).

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 3
CONFERENCE ROOM
550 nsf**

The function of this space is to provide a small conference room for use by library and non-library groups for meetings, discussions, and the like.

A summary of the square footage allocation for the Conference Room is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Seating area	20	25	<u>500</u>
SUBTOTAL NSF			500
Internal walls and circulation @ 10%			<u>50</u>
<u>TOTAL NASF</u>			550

Occupancy

From four or five to thirty, depending upon the level of activity (all seated).

**Preliminary Listing of
Furniture and Equipment**

- 20 Conference chairs.
- 1 Conference table.
- 1 Credenza.
- 1 White marker boards (for use as projection screen as well as "chalkboard").

Spatial Relationship

Adjacent to: Multi-Purpose Room (Space 2) and access to kitchenette.

Away from: Mechanical Rooms.

**Environmental and
Engineering Needs**

Acoustics: Provide balanced acoustics.

Communications: Provide a phone jack and a cable TV.

Electrical: Provide power for use of PCs and printers and audiovisual equipment. Provide electrical outlets on each wall.

Finishes: Provide chair rails and railing for hanging flat art.

Lighting: Provide dimmer controls. Consider motion detection as a means to activate the lights.

Other Comments

The rooms will be heavily used. There may be four or five groups using the rooms each day. Therefore, the chairs must be easily moved yet sturdy.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 4
ELECTRONIC INFORMATION
TRAINING LAB
1,161 nsf**

The function of this space is to provide a training lab seating twenty in an enclosed room for electronic information training as well as for personal computer use. Preferably, no outside windows.

A summary of the square footage allocation for the Electronic Information Training Lab is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Training station	20	48	960
Control station	1	48	48
Trainer station	1	48	<u>48</u>
SUBTOTAL NSF			1,056
Internal walls and circulation @ 10%			<u>105</u>
TOTAL NASF			1,161

Occupancy

From six or seven to twenty, depending upon the level of activity (all seated).

**Preliminary Listing of
Furniture and Equipment**

- 20 Computer tables each with task chair, computer and Printer for the Training Lab; allow 960 nsf (48 nsf per station). Stations will be set up in 4 or 5 rows.
- 1 Work station for the trainer with task chair; computer and printer. allow 48 nsf
- 1 Control Desk with task chair, computer and printer allow 48nsf
- 1 Wall-mounted monitor with VCR; nsf part of circulation allowance above.
- 1 Ceiling mounted LCD projector; nsf part of circulation allowance above.
- 1 Ceiling mounted electric projection screen
- 1 Marker board
- 1 Supply Cabinet 24" deep
- 1 Lateral 4-drawer file for instructional material

Spatial Relationships

Adjacent to: Conference Room (Space 3).

Away from: Mechanical Room.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Environmental and
Engineering Needs**

Acoustics: Provide balanced acoustics.

Communications: Provide a phone jack and a cable TV drop.

Electrical: Provide power for use of PCs, printers, and audiovisual equipment. Provide electrical outlets on each wall.

Finishes: Provide chair rails.

Lighting: Use diffuse lighting over the area to avoid glare. Provide means to darken the front of the room, (projection area), while allowing for enough side lighting for taking notes. (wall sconces). Provide dimmer controls. If the room has outside window, provide opaque blinds. Consider motion detection as a means to activate the lights.

Other Comments

The Lab will be heavily used. There may be three or four groups using the Lab each day. Therefore, the chairs must be easily moved yet sturdy.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 5
CIRCULATION SERVICE DESK
965 nsf**

The function of this space revolves around often being the primary public service point for the entire building. These services include circulation and information functions. For the different functions the Circulation Desk should be designed to:

- ◇ Handle registration for library cards, check-out and check-in of library materials, receipt of fines for overdue books and lost items, etc.;
- ◇ Provide shelving for 900 books, media reserves, and other items behind the desk;
- ◇ Provide an "Information Desk" function for persons seeking general building information; and
- ◇ Provide three "on-time" library materials return slots near the desk whereby the user can place a returned item(s) into the slot, the item dropping into the Circulation Work Area (Space 6) sorting area.

Allow for standard desk elements to be purchased and installed within a custom design which would be a part of the general construction contract. A summary of the square footage allocation for the Circulation Service Desk is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Check-out station	5	80	400
Public queuing area	1	300	300
Self-check station	2	50	100
Shelving	6	9	54
Book truck storage	3	8	24
SUBTOTAL NSF			878
Internal walls and circulation @ 10%			<u>87</u>
TOTAL NASF			965

Occupancy

Two to five staff, depending upon activity level. Public users being assisted may range from five or six to a dozen or more at any one time (1 seated).

**Preliminary Listing of
Furniture and Equipment**

1 Modular-designed, combination desk and counter, outlets for five PCs with receipt printers and two electronic cash registers, five task stools, and one side chair. The desk should be designed so it is friendly to adults, children, and the physically challenged (i.e. different counter heights, the larger part at standing height, the lesser part at sitting height); allow 480 nsf.

(NOTES: [1] Consider a "sawtooth" design to facilitate public queuing. [2] There will be one bin on casters beneath the countertop and in-between each two stations

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

two bins in all]. [3] Each of the five "stations" is a self-contained unit.)

2 Self-check station; allow 100 nsf (50 nsf each).

6 Sections (90 linear feet) of 84-inch high, steel, single faced bookstack shelving with 5 adjustable 10-inch shelves over one fixed 12-inch base shelf (36 linear feet per section), for 900 books (10 vol./ft.) and other items on reserve ("holds"). Place this shelving on the wall at the back of the desk; which separate the desk from the circulation workroom) Allow 54nsf (9 nsf per section).

3 Book trucks; allow 24 nsf (8 nsf each).

1 Library security system; nsf included in circulation allowance above. Consist of "Checkpoint" security panels that public must walk through to exit the building

Spatial Relationships

Adjacent to: Circulation Work Area (Space 6).

Visual control of: Entrance Lobby (Space 1).

Environmental and Engineering Needs

Acoustics: This is another high traffic area which warrants consideration of extra acoustical control.

Communications: Provide three telephones at the desk. Provide a buzzer which connects the desk and the Circulation Work Area (Space 6).

Electrical: Provide power and data network cable for circulation stations and printers, self-check stations, and electronic cash registers. Provide power for the library materials security system.

Finishes: Provide additional padding under the carpeting on the staff side of the desk inasmuch as staff often must stand for several hours at a time while providing service. Consider a different carpet tile pattern on the public side of the desk inasmuch as this area will wear out and need to be replaced before other areas of the building will need to be re-carpeted. Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

Lighting: Avoid high-heat producing, incandescent lighting. Give special attention to glare for public and staff working at the OPAC and circulation Pcs.

Temperature: Provide adequate supply and return air to avoid heat build-up as the staff will be in the area much of their normal work day.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

Other Comments

For many library users this is the single most important part of the building, and will be their only direct contact with library staff. Staff comfort while on duty is very important, as is the ability to work effectively and efficiently.

Include a means to direct the queue at the desk.

It is important that users standing at the desk not be able to see what is happening in the Circulation Work Area (Space6) located behind the desk.

Entrance lobby and Circulation Desk areas must be designed in such way to minimize the span to be covered by the Security System which prevents users to leave without checking out materials.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 6
CIRCULATION WORK AREA
1,051 nsf**

The function of this space is to:

- ◇ Provide office space for Circulation Supervisors
- ◇ Provide a work area for staff and volunteers including check-in computer stations and a place for calling patrons whose "Holds" are ready to pick up;
- ◇ Provide a work space for sorting of 5,800 books and other materials that need to be re-shelved; and
- ◇ Provide a secure cash handling room housing the safe.
- ◇ Provide an area to house supplies related to the above functions.

To maximize flexibility, this area contains a minimum of hardwalls. Offices and work areas are landscaped.

A summary of the square footage allocation for the Circulation Work Area is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Dept. Head's private office	1	96	96
Semi-private office	2	78	156
Book truck storage	12	8	96
Book bins	9	6	54
Supply storage	1	100	100
File cabinet	1	18	18
Check-in station	4	20	80
Sorting shelving and aisles	14	18	252
Cash handling room	1	50	50
Countertop and sink	1	32	32
Clerical 'Holds' station	1	32	32
SUBTOTAL NSF			966
Internal walls and circulation @ 10%			96
TOTAL NASF			1,062

Occupancy

From six to ten staff and volunteers at any one time, depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- 1 Private landscaped office for Supervisor; 72"H with door; (type SADH) with desk, task chair, PC with printer, two side chairs, and a 3-drawer lateral-pull file cabinet; allow 100 nsf. (NOTE: Provide one-way visual access from the office to the Circulation Desk (Space 5).
- 2 Semi private-office work stations for Library Specialist I's (shared spaces), Type WSL's with 64'H wall; each with task chair, PC with printer (2 printers), shelving above the work surface, and a 2-drawer lateral-pull file cabinet; allow 156 nsf (78 nsf each).

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

- 12 Book trucks, four of which are for media; allow 96 nsf (8 nsf each). (NOTE: The media trucks will have three slanted shelves and two flat shelves per truck.)
- 9 Book bins, 24 inches X 36 inches; allow 54 nsf (6 nsf each). (NOTE: The bins are for media and books, and require a "floating" bottom on springs.)
- 1 Supply storage room/closet with 18-inch deep adjustable shelves; allow 60 nsf.
- 1 Four-drawer, lateral-pull file cabinet; allow 18 nsf.
- 4 Check-in stations, each with PC and task stool; allow 60 nsf (20 nsf each). (NOTE: .)
- 14 Sections (588 linear feet) of 90-inch high steel, double-face bookstack shelving with twelve adjustable 10-inch shelves over two 12-inch fixed-base shelves (42 linear feet per section for sorting 5,800 books (items); allow 180 nsf (18 nsf per lf section).
- 1 Countertop with sink, lockable cabinets above and below the countertop; allow 32 nsf. (NOTE: Millwork.)
- 3 Return slots in wall between Circulation Desk and Work Area; nsf included in circulation allowance above. (NOTE: One is for books, one for videocassettes, the third for other forms of media.)
- 1 Bulletin board, 3 feet X 5 feet, wall-mounted; nsf included in circulation allowance above.
- 1 Safe/Cash handling room either hard wall or landscaped with door; include the safe, a small work surface with pigeon shelving above for form, a task chair, a three-drawer vertical filing cabinet and a coin sorter.

Spatial Relationships

Adjacent to: Circulation Service Desk (Space 5).

Environmental and Engineering Needs

Acoustics: Balance acoustics for use of the entire area.

Communications: Provide a telephone and network access at each work station and table with housing for a PC. Provide telephones in the private office and two of the 36 nsf work stations; provide one wall-mounted telephone and a two-way intercom or call box from the exterior of the Staff Entrance to the interior of the Circulation Services Work Area.

Electrical: Provide power and network cable for the private office and each work station as indicated for PCs and printers.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

Lighting: Provide task lighting for the private office and the work stations.

Utilities: Provide for the countertop with sink.

Other Comments

Locate the sorting area immediately behind the Circulation Service Desk (Space 5) to expedite the movement of loaded book trucks from the desk to the sorting area.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 7
DELIVERY AREA AND
STAFF ENTRANCE
402 nsf**

The function of this space is to:

- ◇ Provide a covered and enclosed area to handle deliveries and shipments
- ◇ Provide a staging area for daily library delivery and pickup, including holding shelves
- ◇ Provide space for packing and unpacking;
- ◇ Provide a separate entrance for staff.

A summary of the square footage allocation for the Loading Area and Staff Entrance is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Delivery Area	1	220	220
Industrial shelving	5	9	45
<i>Staff Entrance Area</i>	1	100	<u>100</u>
SUBTOTAL NSF			365
Internal walls and circulation @ 10%		<u>37</u>	
TOTAL NASF			402

Occupancy

No staff or volunteers on a regular basis.

**Preliminary Listing of
Furniture and Equipment**

Loading Area

- 1 Loading bay with one set of roll up doors. Loading deck elevation to be 40" above grade to accommodate library vehicles.
- 1 Dock pallet, two-wheeled dolly, etc.
- 5 Sections of 84-inch high wall-mounted industrial shelving with 18-inch deep shelves; allow 45 nsf (9 nsf per sf section).
- 1 Work Table; heavy duty 3'x5' for packing; included in overall delivery area
- 1 Mail sorting table with pigeon hole for staff mail

Staff Entrance Area

- 1 Bicycle parking area for staff within Loading Area; allow 40 nsf. (NOTES: [1] Covered and secure. [2]

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 8
LIBRARY MATERIALS RETURN
90 nsf**

The function of this space is to provide a secure, two-hour rated room for the return of library materials at times when the building is closed to the public, preferably a drive-up return.

A summary of the square footage allocation for the Library Materials Return is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Library materials return room			<u>80</u>
SUBTOTAL NSF			80
Internal walls and circulation @ 10%			<u>10</u>
TOTAL NASF			90

Occupancy

No staff on a regular basis.

**Preliminary Listing of
Furniture & Equipment**

- 4 Book bins, 24 inches X 36 inches; allow 24 nsf (6 nsf each).

Spatial Relationships

Adjacent to: Circulation Work Area (Space 6).

**Environmental and
Engineering Needs**

Security: Book return area **must** have a two-hour fire-rated wall(s) and door. The return chute **must** be monitored by the closed circuit camera.

Other Comments

Kingsley is the vendor providing standard bookdrop elements (slot face plate, chute and bin) Design the bookdrop so the chute terminates **at least** thirty inches off the inside finish floor to allow easy access with a depressible cart. Provide two slots for books and one slot for videocassettes.

The Book Return space is necessary. If possible, the building should be designed to accommodate a Drive-Up return into the building. If the site or size of building absolutely prohibits the drive-up feature, provide a stand alone exterior book drop connected to the building with a covered drive

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 9
NEW MATERIALS/
AUDIOVISUAL COLLECTION
1,262 nsf**

The function of this space is to provide a prominently located, high-traffic display area for 4,500 new and current books and 13,500 audiovisual items, housed in bookstore-type shelving with tilted shelves and covers facing out.

A summary of the square footage allocation for New Materials/Audiovisual Collection is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
OPAC station	4	24	96
Video Shelving	9	18	162
Software Shelving	5	18	90
Spoken Book Shelving	10	18	180
CD Lift Station	6	18	108
Cassette Lift Station	1	18	18
Book display shelving and aisles	8	18	144
Paperback rack	6	30	180
Lounge seating	3	30	90
Bench seating	3	10	30
Book display unit	1	50	<u>50</u>
SUBTOTAL NSF			1,148
Internal walls and circulation @ 10%			<u>114</u>
TOTAL NASF			1,262

Occupancy

From four or five to ten to thirty public depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- 4 OPAC PCs with printers, one on a table for the physically challenged, the other three on stand-up tables; allow 96 nsf (24 nsf each).
- 9 84" double-faced shelving for 3,500 videos @ 400 per df section. Allow 162nsf (18nsf per df section.)
- 5 84" double-faced sections shelving for 1,300 boxes of Software. Allow 90nsf (18nsf per df section)
- 10 84" double-faced sections shelving for 3,900 books on tape @ 400 per df section. Allow 180nsf (18nsf per df section)
- 6 "LIFT" racks (72"x 30") for 3,500 CDs @ 352 per rack. Allow 234nsf (18nsf per rack)
- 1 "LIFT" racks (50" x 30") for 1,300 cassettes

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

@ 420 per rack. Allow 45nsf (15nsf per rack)

- 8 Sections (660 linear feet) of 72-inch high, double-face, display-type shelving with eight 10-inch adjustable shelves over two 12-inch fixed base shelves (30 linear feet per section) for 4,500 *new books and other items*; allow 396 nsf (18 nsf per section).
- 6 Paperback racks; allow 180 nsf (30 nsf each).
- 3 Lounge seats; allow 90 nsf (30 nsf each).
- 3 Bench seats, seating two persons each; allow 30 nsf (10 nsf each).
- 1 Book display unit; allow 50 nsf.

Spatial Relationships

Close to: Circulation Service Desk (Space 5).

Visually seen from: Entrance Lobby/Gathering Place (Space 1).

Environmental and Engineering Needs

Acoustics: Consider additional control as this will also be an active and noisy area.

Electrical: Provide power and network cable for the OPAC PC stations with printers.

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

Other Comments

Locate this space near the main entrance so users will easily see the display(s).

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 10
CHILDREN'S SERVICES
4,063 nsf**

The function of this space is to:

- ◇ Provide services for children from ages 0 to 12, or up to the sixth grade level, as well as parents, teachers, and those working with youth;
- ◇ Provide collections which include fiction, non-fiction, picture/easy books, paperbacks, periodicals, audiovisual materials, and computer hardware and software; and
- ◇ Provide a program area for story hours, puppet shows, and the like.

A summary of the square footage allocation for Children's Services is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total are</i>
<i>Collections and Seating</i>			
Service desk	1	200	200
OPAC station	6	24	144
Shelving and aisles; Reference books	3	18	54
Shelving and aisles; Fiction/Non-fiction	55	18	990
Shelving and aisles; Easy/Picture books	30	18	540
Shelving and aisles; Current periodicals	1	18	18
Floor seating area	14	10	140
Sofa seating area	2	40	80
Reader table area	6	100	600
PC area	3	36	108
Filing area	2	15	<u>30</u>
SUBTOTAL NSF			3012
<i>Program Area</i>			
Storytelling/ Program area	50	10	500
Countertop with sink	1	32	32
Storage area	1	150	<u>150</u>
SUBTOTAL NSF			682
SUBTOTAL ALL NSF			3,694
Internal walls and circulation @ 10%			<u>369</u>
TOTAL NASF			4,063

Occupancy

Sixty to 130 children and parents and/or care-givers (106 seated), depending upon the level of activity.

**Preliminary Listing of
Furniture and Equipment**

Collections and Seating

- 1 Service desk. Provide two telephones, built-in files and storage, two task chairs, two PCs with printers, and two side chairs; allow 120 nsf.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

- 6 OPAC PCs with printers, one unit for the physically challenged and five on sit-down tables; allow 144 nsf (24 nsf each).
- 3 Sections (54 linear feet) of 48-inch high steel, double-face bookstack shelving with two adjustable 10-inch shelves over two fixed tilt-base shelves (18 linear feet per df section) and canopy top for 400 *reference* books; allow 54 nsf (18 nsf per df section).
- 55 Sections (1,350 linear feet) of 60-inch high steel, double-face bookstack shelving with eight adjustable 8-inch shelves over two 10-inch fixed tilt-base shelves (30 linear feet per df section) for 13,500 *circulating fiction* and *non-fiction* books; allow 810 nsf (18 nsf per df section).
- 30 Sections (540 linear feet) of 48-inch high steel bin-type, double-face bookstack shelving with four 12-inch adjustable shelves over two 12-inch fixed-base shelves (18 linear feet per df section) for 8,100 *circulating picture* and *easy* books; allow 540 nsf (18 nsf per df section).
- 1 Section (24 linear feet) of 48-inch high, steel, double-face, hinged display shelving with eight 10-inch adjustable hinged shelves and eight 10-inch flat shelves over two 12-inch fixed base shelves (24 linear feet per df section) for 20 *current periodicals*; allow 18 nsf. (*NOTE: The base shelves will not be used to house materials.*)
- 14 Floor seats to be used in the picture and easy book area; allow 140 nsf (10 nsf each).
- 2 Two-seat sofas for a parent/caregiver to read aloud to his/her child(ren); allow 80 nsf (40 nsf each).
- 5 Four-place, round reading tables, 48-inch diameter X 27 and 1/2-inches high (four such) and 25-inches high (three such), with four reader seats each at proper seat height; allow 500 nsf (100 nsf each).
- 3 PC stations with task chair and PC with three shared printers; allow 216 nsf (36 nsf each).
- 2 Three-drawer, legal-size lateral-pull file cabinets to house vertical and picture files and media; allow 30 nsf (15 nsf each).
- 3 Bulletin boards, 4 feet X 6 feet, one near service desk and two elsewhere in the department; nsf included in circulation allowance above.
- 40 Chairs and ten folding tables (36 inches X 60 inches) for Storytelling/Program area; allow 400 nsf.

Program Area

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

- 1 Countertop with sink and cabinets above and below the countertop; allow 32 nsf.
- 1 Storage area; allow 150 nsf (in addition to the 400 nsf for Storytelling/Program area).

Spatial Relationships

Close to: Multi-Purpose Meeting Room (Space 2).

Away from: Reference and Adult Services (Space 15).

Environmental and Engineering Needs

Acoustics: This can be a very noisy area. Provide, at a minimum, a partial glass partition wall separating this space from the balance of the library.

Communications: Provide for two telephones at the service desk. Provide a cable TV drop in the Storytelling/Program area.

Electrical: Provide power and network cabling for the PCs, printers, VCRs, and AV equipment.

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts **must** have industrial type finish, up to and including stainless steel wainscot.

Lighting: Provide task lighting at a portion of the reader seating areas. Provide accent lighting at the display area. Provide dimmer controls in the Storytelling/Program area.

Security: Ensure that staff at the service desk has a clear view to the "doors" in/out of the rest rooms within the Children's Services area.

Utilities: Provide a dual-sink in the Storytelling/Program area. Provide girls and boys toilets in Children's Services area.

Other Comments

The floor-to-ceiling height, especially the easy/picture book area, **must** be at a scale suitable for the very young (small in stature) child. The balance of the space should be designed, finished, and outfitted for children, **not** for adults.

The Storytelling/Program area should be an enclosed space within the larger space.

The entrance to the public rest rooms for children for this area **must** be visible from the service desk. Consider a stall within rest room so children cannot get locked in and others can use sink. Do not install the "tiny" commodes, middle size will be better.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 11
Youth Services
Workroom
969 nsf**

The function of this space is to:

- Provide a work area and office space for the Children's services staff and volunteers.
- Provide shelf space for seasonal or special collections of children's books that need to be stored.
- Provide area to house supplies related to the above.

A summary of the square footage allocation for the Children's Services Workroom is as follows:

<i>Function</i>	<i>no. of Units</i>	<i>unit area</i>	<i>total area</i>
Dept. Head Office	1	96	96
Open Office Space	4	78	312
Shelving	8	18	144
Storage Room	1	200	200
Work Counter (3'x6')	1	18	18
Work table/chairs	1	75	75
Clerical station	1	36	36
TOTAL NSF			881
Unassignable @ 10%			88
TOTAL NASF			969

**Preliminary Listing of
Furniture and Equipment**

- Private landscaped office for Children's Department Head.; Type SADH with 2 side chairs. Allow 96nsf
- 4 Open-Office Work Stations for Librarian Is
Landscape office walls 45" H; No door Allow 312 nsf (78 each). See Type WSLS attached
- 8 Sections of 84" double face shelving for 2,700 special and seasonal collections which need to be stored. Allow 144nsf (18 per df section)
- 1 Work counter 2'x5' with 2 task chairs
- 1 lateral file (4-drawer)
- 1 Work table with 2 task chairs
- 1 Storage room with a combination of 24" and 18" heavy duty shelving and two supply cabinets.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 14
FICTION AND LARGE PRINT
COLLECTION
1557 nsf**

The function of this space is to:

- ◇ Provide an area for the adult fiction collection (14,400 vols.); and
- ◇ Provide an area for a special collection of large print books (3,375 vols).

A summary of the square footage allocation for the Fiction and Large Print Collection is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
OPAC PC	3	24	72
Shelving and aisles; fiction	42	18	756
Shelving and aisles; large print	16	18	288
Lounge seating area	10	30	<u>300</u>
SUBTOTAL NSF			1,416
Internal Walls and Circulation @ 10%		<u>141</u>	
TOTAL NASF			1,557

Occupancy

Five or six to fifteen to twenty users (11 seated), depending upon the level of activity.

**Preliminary Listing of
Furniture and Equipment**

- 3 OPAC PCs with printers, one on a table designed for use by the physically challenged and two on stand-up tables; allow 72 nsf (24 nsf each).
- 42 Sections (1,2600 linear feet) of 66-inch high steel bookstack shelving with eight 8-inch adjustable shelves over two 10-inch fixed tilt base shelves (30 linear feet per df section) for 14,000 *adult fiction.*; allow 756 nsf (18 nsf per df section). (*NOTE: Confer with staff regarding genre collections, e.g. mysteries, short stories, etc.*)
- 16 Sections (384 linear feet) of 66-inch high steel double-face bookstack shelving with eight 10-inch adjustable shelves over two 12-inch fixed base shelves (24 linear feet per df section) for 3,375 *large-type vols.*; allow 288 nsf (18 nsf per df section). (*NOTE: The base shelves will not be used to house materials.*)

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 13
PERIODICALS
913 nsf**

The function of this space is to:

- ◇ Provide a display and reading area for 120 current periodicals and newspapers for patrons;
- ◇ House the backfile periodicals in hard copy (12 months);
- ◇ House the public photocopy machine area.

A summary of the square footage allocation for Periodicals is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Public Service Area			
Display periodical shelving and aisles	3	18	54
Reader table seating	2	100	200
Lounge seating	12	40	<u>480</u>
SUBTOTAL NSF			734
Photocopy and Telefax Area			
Photocopy machine	2	48	<u>96</u>
SUBTOTAL NSF			96
SUBTOTAL ALL NSF			830
Internal walls and circulation @ 10%			<u>83</u>
TOTAL NASF			913

Occupancy

Fifteen to twenty users (20 seated), depending upon the level of activity.

Preliminary Listing of Furniture and Equipment

Public Service Area

3 Sections (216 linear feet) of 84-inch hinged double face periodical display shelving with ten adjustable 10-inch shelves over two 12-inch fixed-base shelves (24 usable linear feet per section) for 120 current subscriptions; allow 162 nsf (18 nsf per section). (NOTES: [1] The base shelves will **not** be used to house materials)

2 Four-place reader tables with four reader chairs each; allow 400 nsf (100 nsf each).

12 Lounge chairs, with one end table for each pair of chairs; allow 480 nsf (40 nsf each).

Photocopy Area

1 Photocopy machine, with a side table; allow 48 nsf. (NOTES: [1] Locate the machine in an alcove visible from the Reference and Adult Services service desk [Space 14]. [2] Allow space for a 20-tray collator. [3] The photocopy machines should be equipped with debit card

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

- 3 Four-place reader tables with four reader chairs each; allow 300 nsf (100 nsf each).
- 5 Lounge chairs; allow 150 nsf (30 nsf each).
- 1 Bulletin boards, 4 feet X 6 feet; nsf included in circulation space above.
- 1 Teen Activity Room:
With 30 stacking chairs; 5 lounge chairs, 1 meeting table. Allow 400 nsf.

Spatial Relationships

Adjacent to: Periodicals (Space 13).

Environmental and Engineering Needs

Electrical: Provide wiring, power, and data network cabling for OPAC PC stations and the PC stations with printers.
Finishes: As a place for young adults, the space should reflect the tastes of young people (*to the degree possible, allowing for changes in taste*). Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

Other Comments

This has the potential of being a very active and vibrant space, as well as a noisy place as teens gather after school and on weekends. Provide for acoustic separation from the rest of the building.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 13
PERIODICALS
913 nsf**

The function of this space is to:

- ◇ Provide a display and reading area for 120 current periodicals and newspapers for patrons;
- ◇ House the backfile periodicals in hard copy (12 months);
- ◇ House the public photocopy machine area.

A summary of the square footage allocation for Periodicals is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Public Service Area			
Display periodical shelving and aisles	3	18	54
Reader table seating	2	100	200
Lounge seating	12	40	<u>480</u>
SUBTOTAL NSF			734
Photocopy and Telefax Area			
Photocopy machine	2	48	<u>96</u>
SUBTOTAL NSF			96
SUBTOTAL ALL NSF			830
Internal walls and circulation @ 10%			<u>83</u>
TOTAL NASF			913

Occupancy

Fifteen to twenty users (20 seated), depending upon the level of activity.

Preliminary Listing of Furniture and Equipment

Public Service Area

- 3 Sections (216 linear feet) of 84-inch hinged double face periodical display shelving with ten adjustable 10-inch shelves over two 12-inch fixed-base shelves (24 usable linear feet per df section) for 120 current subscriptions; allow 162 nsf (18 nsf per df section). (NOTES: [1] The base shelves will *not* be used to house materials
- 2 Four-place reader tables with four reader chairs each; allow 400 nsf (100 nsf each).
- 12 Lounge chairs, with one end table for each pair of chairs; allow 480 nsf (40 nsf each).

Photocopy Area

- 1 Photocopy machine, with a side table; allow 48 nsf. (NOTES: [1] Locate the machine in an alcove visible from the Reference and Adult Services service desk [Space 14]. [2] Allow space for a 20-tray collator.[3]] The photocopy machines should be equipped with debit card

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

equipment. There should also be a change machine which will accept coins and bills [\$20, \$10, \$5, and \$1 bills].) [5] install one added value machine and one change machine.

Spatial Relationships

Adjacent to: Reference and Adult Services (Space 15).

Close to: Young Adult Services (Space 13).

Environmental and Engineering Needs

Acoustics: Strive to achieve a quiet, restful place for the reading and study of current and backfile periodicals.

Communications:

Electrical: Provide power for task lighting of reader areas. Provide power for the photocopy machine and the telefax.

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts **must** have industrial type finish, up to and including stainless steel wainscot.

Lighting: Provide task lighting for table and lounge seating. The quality of lighting is very important as there are many different types of paper and size of type that must be read at the same time in a small amount of space.

Security: The photocopy machine should be operable by debit card as well as coins.

Other Comments

House the current periodicals on hinged-sloped shelving that allows display of the current issue face-out and sloping, the shelf can then be raised with from one month to six months of back issues stored immediately beneath the current issue;

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 14
FICTION AND LARGE PRINT
COLLECTION
1557 nsf**

The function of this space is to:

- ◊ Provide an area for the adult fiction collection (14,400 vols.); and
- ◊ Provide an area for a special collection of large print books (3,375 vols).

A summary of the square footage allocation for the Fiction and Large Print Collection is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
OPAC PC	3	24	72
Shelving and aisles; fiction	42	18	756
Shelving and aisles; large print	16	18	288
Lounge seating area	10	30	<u>300</u>
SUBTOTAL NSF			1,416
Internal Walls and Circulation @ 10%		<u>141</u>	
TOTAL NASF			1,557

Occupancy

Five or six to fifteen to twenty users (11 seated), depending upon the level of activity.

**Preliminary Listing of
Furniture and Equipment**

- 3 OPAC PCs with printers, one on a table designed for use by the physically challenged and two on stand-up tables; allow 72 nsf (24 nsf each).
- 42 Sections (1,260 linear feet) of 66-inch high steel bookstack shelving with eight 8-inch adjustable shelves over two 10-inch fixed tilt base shelves (30 linear feet per df section) for 14,000 *adult fiction.*; allow 756 nsf (18 nsf per df section). (*NOTE: Confer with staff regarding genre collections, e.g. mysteries, short stories, etc.*)
- 16 Sections (384 linear feet) of 66-inch high steel double-face bookstack shelving with eight 10-inch adjustable shelves over two 12-inch fixed base shelves (24 linear feet per df section) for 3,375 *large-type vols.*; allow 288 nsf (18 nsf per df section). (*NOTE: The base shelves will not be used to house materials.*)

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

10 Lounge chairs; allow 300 nsf (30 nsf each). (*NOTE: Six of the chairs should have padded arms, seats, and backs, these six would not be "soft" seating, but intended for use by senior citizens.*)

Spatial Relationships

Close to: New Materials/Audiovisual Collection (Space 8).

Environmental and Engineering Needs

Acoustics: This will be another busy place. There will be users who will want to browse the collections and sit down to read a "good" book; their needs should be considered.

Electrical:

Provide power and network cable for the OPAC PC stations with printers.

Finishes:

Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

Other Comments

Consider a patio which is a secure place and will *not* allow persons to circumvent the library security system.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 15
REFERENCE AND
ADULT SERVICES
4,309 nsf**

This is the primary center for services for adults. It is an active service place. The staff at the service counter will utilize reference materials, on-line databases, the on-line catalog (OPAC), and the circulating collections. The function of the space for the collection is to provide shelving for the library's collection of reference and circulating non-fiction books (32,750 vols.). There should be a work space for the use of on-line database services and reader seating as part of the space;

For the reference and information functions the service counter should be designed to:

- ◊ Handle both adults and young adults who come to the desk seeking staff assistance for reference and informational needs; and
- ◊ Provide storage, file drawers, and adjacent shelving for 400 ready-reference volumes on the *staff* side of the desk.

A summary of the square footage allocation for Reference and Adult Services is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Service counter	1	230	230
OPAC PC station	12	24	288
Shelving and aisles; ready reference	2	18	36
Shelving and aisles; reference	11	18	198
Shelving and aisles; non-fiction	92	18	1,656
Atlas stand	1	25	25
Dictionary stand	1	25	25
Reader table area	9	100	900
Study carrel area	16	35	<u>560</u>
SUBTOTAL NSF			3,918
Internal walls and circulation @ 10%			<u>391</u>
TOTAL NASF			4,309

Occupancy

Fifty to eighty depending upon the level of activity.

**Preliminary Listing of
Furniture and Equipment**

- 1 Service counter. Provide three telephones, one telefax machine, two 3-drawer lateral-pull file cabinets, shelf storage, three task stools and one task chair, three PCs with printers, two book trucks, and two side chairs; allow 230 nsf. (NOTE: The PCs will be configured to access the OPAC, the Internet, have word processing capabilities, and should be

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

*part of the building's LAN [local area network,
including CD-ROM.]*

- 12 OPAC PC stations with six printers. Place four on stand-up tables; six on tables for sit-down use, and two on tables designed for use by the physically challenged; allow 288 nsf (24 nsf each). (*NOTE: Confer with library staff regarding the exact placement -- clustered near the service counter, dispersed, or both.*)
- 2 Sections (36 linear feet) of 48-inch high steel double-face bookstack shelving with four 10-inch adjustable shelves over two 12-inch fixed tilt-base shelves (18 linear feet per df section) and canopy tops for 250 *ready reference* vols.; allow 36 nsf (18 nsf per df section).
- 11 Sections (330 linear feet) of 84-inch high steel double-face bookstack shelving with ten 10-inch adjustable shelves over two 12-inch fixed tilt-base shelves (30 linear feet per df section) for 2,550 *reference vols.*; allow 198 nsf (18 nsf per df section)..)
- 92 Sections (3,780 linear feet) of 84-inch high steel double-face bookstack shelving with twelve 10-inch adjustable shelves over two 12-inch fixed tilt-base shelves (30 linear feet per df section) for 30,000 *non-fiction vols.*; allow 1,620 nsf (18 nsf per df section).
- 1 Atlas case for oversize items; allow 25 nsf.
- 1 Dictionary stand; allow 25 nsf.
- 9 Four-place reader tables with four reader chairs each; allow 700 nsf (100 nsf each).
- 16 One-place study carrels with one reader chair each; allow 560 nsf (35 nsf each) (*NOTE: All of the carrels will also be stations for accessing electronically accessible information products.*)
- 1 Bulletin boards, 4 feet X 6 feet, wall-mounted; nsf part of circulation allowance above.

Spatial Relationships

Adjacent to: Periodicals (Space 13).

Close to: Young Adult Services (Space 12).

**Environmental and
Engineering Needs**

Communications: Provide network connection for the PCs at the service counter. Provide the telefax machine with a dedicated line. Provide for three telephone instruments at the service counter.

GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY

Electrical: Provide power and network cabling for the OPAC PCs and PCs. Design the carrels to handle power, data, and signal wiring for a variety of electronic access equipment and PCs with printers. Provide power, data, and signal wiring for the service desk for telephones and PCs with printers and the modems.

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

Lighting: Provide task lighting at carrels. Provide adjustable lighting for displays. The lighting for the use of the PCs will require special attention.

Security: Position the book stacks so that there are good sight lines from the service counter into the bookstacks. The various computer and electronic access PCs and printers are vulnerable to theft, so provide sufficient security measures to insure theft of these items does not occur. Provide debit-card equipment in addition to coin-operated devices for all equipment for which there will be charges. Confer with library staff on which equipment requires these devices. Arrange the bookstacks in blocks of consecutive ranges with reader seating between them to break up the stack density. Limit the length of the ranges to five to six sections, or fifteen to eighteen feet, in order that users can find books without frequent interruptions or changes of direction within the bookstacks. Provide a minimum of 42-inch aisles between all shelving ranges to accommodate the physically handicapped.

Other Comments

Plan the traffic areas and cross aisles between the bookstacks and seating to minimize visual and noise distractions to readers from other users moving through the area. Arrange the seating to provide a variety of seating choices, close to the bookstacks. Be aware of security issues. Utilize the walls and window areas for seating, rather than for shelving.

As the floor plan and general furnishings layouts are completed during the schematic and interior design development phases, library staff will provide preliminary shelving designations for the reference and circulating fiction and non-fiction collections, and other collections such as government documents.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 16
Ref. And Adult Services
Workroom
NASF 993**

The function of this space is to provide an office for the Department Head (Lib. II), work space for the six staff of the Reference and Adult Services Department (Lib. Is); provide an office for the two Computer Lab staff (Lib. I and Lib. Spec I)

A summary of the square footage allocation for this area is as follows:

<i>Function</i>	<i>no of Units</i>	<i>unit area</i>	<i>total area</i>
Office for Dept. Head	1	96	96
Open workstations	6	78	468
Computer Lab staff	2	78	156
Clerk work station	1	36	36
Locked storage cabinet	2	36	36
Lateral file	1	18	18
Work table (3'x5')	1	75	75
Shelving	2	18	18
TOTAL NSF			903
Unassignable @ 10%			90
TOTAL NASF			993

**Preliminary listing of
Furniture and Equipment**

- 1 Private landscaped 76"H office for Librarian II Department Head.; see attached Type SADH configuration with two side chairs; computer and printer.. Allow 96nsf
- 1 Semi-private shared office for Computer Lab Librarian I and Library Specialist I; with two work stations Type WSLS Allow 156 nsf
- 6 Open-Office Work Stations for Librarian Is, Type WSLS with Landscaped office walls 45" H; No door; allow 468 nsf, 78sf each.
 - 1 Clerical work area 2'x6' with one task chair and a computer
 - 2 Supply cabinets
 - 1 Heavy duty work table 3'x5' with 2 task chairs
 - 1 Lateral file 4-drawer
 - 2 Section 84"H single face shelving

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 17
GROUP STUDY ROOMS (Two)
264 nsf**

The function of this space is to provide spaces for a small number of persons to study as a group.

A summary of the square footage allocation for the Group Study Rooms (Two) is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Room A Group study	1	120	120
Room B Group study	1	120	<u>120</u>
SUBTOTAL NSF			240
Internal walls and circulation @ 10%		<u>24</u>	
TOTAL NASF			264

Occupancy

From two or three to twelve (12 seated), depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- 2 Study tables, 54 inches D, with six reader chairs each; allow 240 nsf (120 nsf each room).

Spatial Relationships

Visual control from:: Reference and Adult Services service counter (Space 16).

Away from: Quiet Room (Space 19).

**Engineering and
Environmental Needs**

Acoustics: Group study can become noisy, guard against noise "spillover" from the area into the rest of the floor.

Communications: Provide for a secured telephone jack connected to the building network in each room.

Electrical: Provide network and cable for PC use with printer in each room.

Security: The spaces will be locked at all times when not in use, available only to those persons who register for the space(s) at the Reference and Adult Services service counter. Provide partial glass front walls for easy visual supervision.

Other Comments

Design and locate the spaces so staff can easily visually observe the occupants of the rooms.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 18
TUTORING ROOMS (Three)
160 nsf**

The function of this space is to provide spaces for two persons, one a student, the second a "teacher."

A summary of the square footage allocation for the Tutoring Rooms is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Tutoring room A	1	48	48
Tutoring room B	1	48	48
Tutoring room C	1	48	<u>48</u>
SUBTOTAL NSF			144
Internal walls and circulation @ 10%		<u>16</u>	
TOTAL NASF			160

Occupancy

Each tutoring room may seat from one to (for total of 6 seated), depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

3 Tutoring rooms each with one work surface with one shelf above, two reader chairs each; allow 144 nsf (48 nsf each). (NOTE: Provide for an electric typewriter in one of the rooms.)

Spatial Relationships

Visual control from: Reference and Adult Services service counter (Space 15).

**Engineering and
Environmental Needs**

Acoustics: This type of study requires quiet and privacy.

Electrical: Provide network and cable for PC use with printer in each room.

Security: The spaces will be locked at all times when not in use. They will be available only to those persons who register for the space(s) at the Reference and Adult Services service counter (Space 15). Provide partial glass wall front for visual supervision.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 19 QUIET ROOM
385 nsf**

The function of this space is to provide an area for individuals to study in complete quiet.

A summary of the square footage allocation for the Quiet Room is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Study carrels	10	35	<u>350</u>
SUBTOTAL NSF			350
Internal walls and circulation @ 10%			<u>35</u>
TOTAL NASF			385

Occupancy

From three or four to ten (10 seated), depending upon the level of activity.

**Preliminary Listing of
Furniture and Equipment
each;**

10 Low-profile "wet" study carrels with one reader chair allow 350 nsf (35 nsf each).

Spatial Relationships

Visual control from: Reference and Adult Services service counter (Space 15).

Away from: Group Study Room (Space 17).

**Environmental and
Engineering Needs**

Acoustics: This must be a very quiet space.

Electrical: Provide power and data at each carrel for laptop

Lighting: Provide task lighting at each carrel.

Security: This room will be open at all times. However, the carrels *must* be low-profile so that a person cannot "hide" behind a carrel.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 20
BRANCH LIBRARIAN'S OFFICE
197 nasf**

The function of this space is to:

- ◇ Provide a private office for the Community Branch Librarian.

This is the only office in the building with hard walls. Must be directly accessible by visitors without going through any staff work spaces.

A summary of the square footage allocation for the Administration Work Area and Librarian's Office is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Librarian's office	1	165	165
SUBTOTAL NSF			165
Internal walls and circulation @ 20%		<u>32</u>	
TOTAL NASF		197	

Occupancy

From one to six staff and /or visitors at any one time, depending upon the activity level.

**Preliminary Listing of
Furniture and Equipment**

- 1 Private office for Branch Librarian.; type PORL with desk,return, computer and printer, credenza with book shelves above, one 4-drawer lateral file, one task chair, two guest chairs and a small conference table with three chairs.

Spatial Relationship

Adjacent to: Public area and staff areas

**Environmental and
Engineering Needs**

Communications: Provide telephone and data

Electrical: Provide power for work station

Lighting: Provide task lighting

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Space 21
STAFF ROOM
679 nsf**

The function of this space is to provide a location where the staff will take their coffee break, or eat lunch and dinner. This space must be designed to serve as a break from the service desks, the bookstack areas, and work stations.

This area includes two private staff restrooms, one for male and one for female not included in assignable space. Restrooms are adjacent to the Lounge, however they should not open directly into the room

A summary of the square footage allocation for the Staff Room is as follows:

<i>function</i>	<i>no. of units</i>	<i>unit area</i>	<i>total area</i>
Dining table area	3	80	240
Lounge chairs	3	40	120
Sofa	1	60	60
Kitchen (food preparation) area	1	100	100
Vending area	1	50	50
Supply closet	1	48	<u>48</u>
SUBTOTAL NSF			618
Internal walls and circulation @ 10%			<u>61</u>
TOTAL NASF			679

Occupancy

From eight to sixteen staff, volunteers, and visitors, depending upon the level of activity.

**Preliminary Listing of
Furniture and Equipment**

- 3 4-place, rectangular dining tables with four chairs each; allow 240 nsf (80 nsf each).
- 3 Lounge seats with one side table and lamp; allow 120 nsf (40 nsf each).
- 1 Kitchen with a double sink, garbage disposal, microwave, dishwasher, refrigerator with freezer(not side-by-side) and ice-maker, service counter with built-in cabinets and drawers; allow 100 nsf.
- 1 Vending machine area; allow 50 nsf. (NOTE: Confer with staff for details.)
- 1 Water cooler
- 1 Sofa seating two with one end table; allow 60 nsf
- 1 Supply closet with 24-inch deep shelving on three walls; allow 48 nsf.
- 1 Large bulletin board, 3 feet X 5 feet, wall-mounted; nsf

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

included in circulation allowance above.

- 1 Magazine and newspaper holder, wall-mounted; nsf included in circulation allowance above.

Spatial Relationships

Adjacent to: Staff Workrooms: Adult & Reference (Space 16, Youth Services (Space 11) Circulation (Space 6)

Environmental and Engineering Needs

Communications: Provide one wall-mounted telephone.

Electrical: Provide power receptacles for vending machines and appliances. Provide a cable TV drop.

Lighting: Provide indirect and task lighting, such as lamps, to provide a difference in environment from work area lighting.

Security: Entry should be limited to library staff, volunteers, and their guests.

Utilities: As needed for kitchen area, vending machines, water cooler.

Other Comments

This space *must* be accessible to all staff without passing through another staff area.

Locate the kitchen in a semi-enclosed area. Design the space for ease of maintenance, with finishes such as vinyl flooring and washable wall coverings. Provide adequate ventilation for heat and food odors. The entire area must be designed to provide a very different environment from the work areas.

Provide a telephone and intercom.

Consider a patio accessible *only* by staff.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Environmental and
Engineering Needs**

Communications: Provide a wall-mounted telephone near the staff entrance door.

Finishes: Areas subject to abuse or along the path of movement of book trucks or carts *must* have industrial type finish, up to and including stainless steel wainscot.

Lighting: Minimal lighting.

Security: Provide security peep hole or reinforced glass panel in the exterior door of the Loading Area. The Loading Area staff entrance must *not* be an area from which the public can leave the building and bypass the library security system. Ideally, the Loading Area location should not result in the area being in sight of persons at the main entrance.

Utilities: Provide a floor drain in the loading bay.

Other Comments

Provide inside storage with lockable racks for staff bicycles.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Table 5.2
Summary of Capacities (materials) in the Community Library**

<i>materials</i>	<i>space within the building</i>	<i>amount</i>	<i>totals</i>
Books:			
New Books	New Materials/Audiovisual Collection		4,500
Reference	Children's Services	400	
	Reference and Adult Services	<u>2,550</u>	2,950
Fiction/Non-Fiction	Children's Services	13,500	
	Fiction and Large-Type Collection	14,000	
	Young Adult Services	3,000	
	Reference and Adult Services	<u>30,000</u>	60,500
Paperbacks	New Materials/Audiovisual Collection	3,000	
	Young Adult Services	<u>3,000</u>	6,000
Large-Type Books	Fiction and Large-Type Collection		3,375
Picture/Easy Books	Children's Services		8,100
Reserves ("holds")	Circulation Services Service Desk		1,080
Sorting/Work Area Shelving	Circulation Services Work Area	5,800	
	Staff Work Area and Manger's Office	<u>2,700</u>	8,500
Non-Print Items:			
Audiovisual Items	New Materials/Audiovisual Collection		13,500
Periodicals:			
Periodical, Current	Children's Services	20	
	Periodicals	200	
	Young Adult Services	<u>20</u>	240
Periodical, Backfile	Periodicals		<u>600</u>
GRAND TOTAL NUMBER OF MATERIALS			109,345¹

¹ Does *not* include pamphlets.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

**Table 5.3
Summary of Capacities (seating) in the Community Library**

<i>seating</i>	<i>space within the building</i>	<i>amount</i>	<i>total</i>
User (Reader) Seating:			
Side Chair	Circulation Services Service Desk	1	
	Children's Services	2	
	Reference and Adult Services	<u>2</u>	5
Bench	New Materials/Audiovisual Collection	<u>6</u>	6
OPAC PCs ¹	New Materials/Audiovisual Collection	1	
	Children's Services	6	
	Young Adult Services	4	
	Reference and Adult Services	<u>8</u>	19
Floor Seats	Children's Services		14
Sofa/Lounge Seats	Children's Services	4	
	Fiction & Large-Type Collection	10	
	Periodicals	12	
	Young Adult Services	<u>5</u>	31
Four-Place Tables	Children's Services	20	
	Periodicals	16	
	Young Adult Services	12	
	Reference and Adult Services	<u>28</u>	76
Two-Place Tables	Gathering Place		8
One-Place Study Carrels	Reference and Adult Services	16	
	Quiet Room	<u>10</u>	26
PC Stations	Children's Services	6	
	Young Adult Services	6	
	Computer Lab	<u>20</u>	32
Study	Group Study Rooms (Two)		12
Tutoring	Tutoring Rooms (Three)		<u>6</u>
SUB TOTAL USER SEATING			235

**Table 5.3 (con't.)
Summary of Capacities (seating) in the Community Library**

<i>seating</i>	<i>space within the building</i>	<i>amount</i>	<i>total</i>
Program/Group Seating:			

¹ Includes seating for the physically challenged.

**GENERIC COMMUNITY BRANCH LIBRARY - 30,000 sq. ft.
BROWARD COUNTY LIBRARY**

Meeting Room	Multi-Purpose Meeting Room	100	
Conference	Conference Room	20	
Training	Electronic Information Training Lab	20	
Teens	Activity Room	30	
Storytelling/Program	Children's Services	<u>40</u>	<u>210</u>
Table 5.3 (con't.)			
Summary of Capacities (seating) in the Community Library			
<i>seating</i>	<i>space within the building</i>	<i>amount</i>	<i>total</i>
GRAND TOTAL NUMBER OF SEATS			445

EXHIBITS 4, 5, 6 & 7

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

ORDINANCE NO. 83-72

AN ORDINANCE RELATING TO CONSTRUCTION CONTRACTS AFFECTING BROWARD COUNTY; PROVIDING THAT THE RATE OF WAGES AND FRINGE BENEFIT PAYMENTS FOR ALL LABORERS, MECHANICS, AND APPRENTICES BE NOT LESS THAN THE PREVAILING RATE OF WAGES AND FRINGE BENEFIT PAYMENTS FOR SIMILAR SKILLS IN A CLASSIFICATION OF WORK AS ESTABLISHED BY THE FEDERAL REGISTER; REQUIRING POSTING OF NOTICE OF COMPLIANCE; PROVIDING FOR PREEMPTION WHEN SUCH CONSTRUCTION CONTRACTS INVOLVE FEDERAL FUNDING; PROVIDING FOR EXCEPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by Commissioner Forman)

WHEREAS, the Board of County Commissioners of Broward County, Florida, has determined that it is in the best interest to the citizens of Broward County that prevailing wage legislation be enacted; and

WHEREAS, this Board shall require a minimum rate of wages and fringe benefits for skills or classifications of work as established by the Federal Register, in Broward County, Florida; NOW, THEREFORE,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. ESTABLISHMENT OF MINIMUM WAGES

1.01 Every construction contract in excess of \$250,000.00 to which Broward County is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work as established by the Federal Register, in Broward County, Florida.

Section 2. IMPLEMENTATION BY THE FEDERAL REGISTER

2.01 The prevailing wage rate and fringe benefit payments to be used in implementation of this Ordinance shall be those last published by the U.S. Department of Labor in the Federal Register prior to the date of issuance of specifications by Broward County in connection with its invitation for bids.

1 Section 3. NOTICE REQUIREMENT

2 3.01 The date a laborer or mechanic commences work on a con-
3 struction contract to which this Ordinance applies, the contractor shall be
4 required to post a notice in a prominent place at the work site stating the
5 requirements of this Ordinance.

6 Section 4. PREEMPTION BY FEDERAL FUNDING

7 4.01 When construction contracts involve federal funding or are
8 otherwise subject to the provisions of the Davis-Bacon Act [40 U.S.C. 276(a)],
9 this Ordinance shall not apply, and the minimum wages to be paid the various
10 classes of laborers, mechanics and apprentices shall be based upon the wages
11 determined by the Secretary of Labor in accordance with the Davis-Bacon Act
12 [40 U.S.C. 276(e)].

13 Section 5. EXCEPTIONS

14 5.01 The provisions of this Ordinance shall not apply to any
15 existing contract or construction project in which a Notice for Bids or Re-
16 quest for Proposals has been advertised in the public media prior to the
17 effective date of this Ordinance or to any developer agreement whereby
18 Broward County is requiring the construction of certain improvements. In-
19 cluding but not limited to road construction, as a condition of the issuance of
20 a development permit or to any construction project performed by Broward
21 County utilizing its own employees.

22 Section 6. SEVERABILITY

23 6.01 If any section, sentence, clause or phrase of this Ordinance
24 is held to be invalid or unconstitutional by any Court of competent jurisdic-
25 tion, then said holding shall in no way affect the validity of the remaining
26 portions of this Ordinance.

27 Section 7. INCLUSION IN CODE

28 7.01 It is the intention of the Board of County Commissioners that
29 the provisions of this Ordinance shall become and be made a part of the
30 Broward County Code; and that the sections of this Ordinance may be re-
31 numbered or relettered and the word "Ordinance" may be changed to
32 "section," "article," or such other appropriate word or phrase in order to
33 accomplish such intentions.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

Section 8. EFFECTIVE DATE

8.01 This Ordinance shall become effective as provided by law.

ENACTED November 17, 1983

FILED WITH DEPARTMENT OF STATE November 22, 1983

EFFECTIVE November 28, 1983

PURPOSE:

This Ordinance creates a new section in the Broward County Code relating to construction contracts in which Broward County is a party and requires the rate of wages and frings benefit payments to be not less than the prevalling rate of wages and fringe benefit payments for simliar skills or classifications for work as established by the Federal Register.

NMP:ldl
O88-L
10/25/83
#83-405

ORDINANCE NO. 2011-02

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, PERTAINING TO PUBLIC ART AND DESIGN, AMENDING SECTION 1-88 OF THE BROWARD COUNTY CODE OF ORDINANCES TO PROVIDE FOR FUNCTIONALLY-INTEGRATED ARTWORK AND TO PROVIDE FOR AN APPROPRIATION OPTION ON A PROJECT-BY-PROJECT BASIS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, the Broward County Board of County Commissioners ("Board") desires to amend Section 1-88, "Public Art and Design," of the Broward County Code of Ordinances to provide for a definition of functionally-integrated artwork and to provide for an appropriation option on a project-by-project basis.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. Section 1-88, "Public art and design," is hereby amended to read as follows:

Sec. 1-88. Public art and design.

(a) *Public art and design program.*

...

(2) Funds appropriated for one (1) capital improvement project, but not deemed necessary or appropriate by the council in whole or in part for that project, may be expended on other public art projects approved under the

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

annual public art and design plan, subject to any bond restrictions, legal, or grant restrictions. The monies appropriated under this ordinance may be used for artist design services, for the development of design concepts and models, for the selection, acquisition, purchase, commissioning, placement, installation, exhibition, and display of artworks. Artworks may be ~~temporary or permanent, may be integral~~ functionally integrated into the architecture or ~~may be incorporated~~ into the county's capital construction project. Integration of the artists' design concepts into the project architecture should be ensured, insofar as is feasible, by the concurrent selection of the artist(s) with the architect or project designer.

...

(b) *Definitions.* For the purpose of this section, the following words or terms are defined as follows:

(1) *Artwork* means works in a variety of media produced by professional visual artists. The public art and design program should encompass the broadest possible range of expression, media, and materials. ~~Works may be permanent, temporary, or shall be functionally integrated.~~ Functionally-integrated public art projects shall: (i) develop and create an awareness of the unique aspects of a place's built and natural environments and fulfill civic responsibility of the County to provide art and design for livability, accessibility, beauty, and comfort; (ii) stimulate cultural tourism, community pride, and shared positive identity with such structures as gateways, landmarks, memorials, and way-finding devices; (iii) be fully integrated to the site as a component of capital improvement projects.

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

1 including all County facilities (i.e., not portable) and address a broad range
2 of functional objectives supporting the missions of Broward County's
3 agencies; and (iv) be artist-designed elements that enhance standard
4 necessities in County construction projects such as, but not limited to,
5 walkways, bridges, windows, floors, ceilings, plazas, seating, gates,
6 canopies, and lighting.

7 ...
8 (c) *Art and design trust fund.*

9 ...
10 (d) Appropriation option.

11 The Board of County Commissioners may, in its sole discretion, reduce,
12 eliminate, or waive any or all of the public art appropriations or any other requirements
13 under Section 1-88 on a project-by-project basis.

14 Section 2. SEVERABILITY.

15 If any portion of this Ordinance is determined by any Court to be invalid, the
16 invalid portion shall be stricken, and such striking shall not affect the validity of the
17 remainder of this Ordinance. If any Court determines that this Ordinance, or any portion
18 hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies),
19 or circumstance(s), such determination shall not affect the applicability hereof to any
20 other individual, group, entity, property, or circumstance.

21 Section 3. INCLUSION IN CODE.

22 It is the intention of the Board of County Commissioners that the provisions of
23 this Ordinance shall become and be made a part of the Broward County Code; and that
24 the sections of this Ordinance may be renumbered or relettered and the word

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscoring type are additions.

1 "ordinance" may be changed to "section," "article," or such other appropriate word or
2 phrase in order to accomplish such intentions.

3 Section 4. EFFECTIVE DATE.

4 This Ordinance shall become effective as provided by law.

5

6 ENACTED January 25, 2011

7 FILED WITH THE DEPARTMENT OF STATE February 2, 2011

8 EFFECTIVE February 2, 2011

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23 ASF:dp
01/25/11
24 PAD-Ordinance.O01
#10-408

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

EXHIBIT

6

EXHIBIT

6

AGREEMENT

Between

BROWARD COUNTY

and

LEFEVRE STUDIOS INC.

for

COMMISSIONED ARTWORK

of

GREGG LEFEVRE

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

LEFEVRE STUDIOS INC., an active New York corporation, lawfully organized in the State of New York and registered and authorized to do business in the State of Florida, which has agreed to provide services solely through the artist/individual GREGG LEFEVRE, hereinafter referred to as "ARTIST."

WHEREAS, Broward County, Florida, is implementing its public art and design program pursuant to Section 1-88, Broward County Code of Ordinances, which provides that an amount equal to two percent of the total eligible construction costs are to be used for public art and design in the construction of county capital development projects; and

WHEREAS, the ARTIST has been selected to design, fabricate, deliver and install or integrate with the architecture or Site a work of art; and

WHEREAS, this standard agreement is to be used for integrated artwork commissions costing less than \$150,000 and for commission of non-integrated artwork of any value; and

WHEREAS, the Board of County Commissioners has by Resolution approved this standard agreement and authorized the County Administrator to execute this Agreement and certain amendments hereto for the Work as hereafter recommended by the Public Art and Design Committee and the Broward County Cultural Council; and

WHEREAS, the COUNTY desires to enter into an Agreement with the ARTIST to complete the Work and the ARTIST is willing and able to provide such services and such Work as set forth hereinafter; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and ARTIST agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - This document, Articles 1 through 13 inclusive, and other terms and conditions which are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Artist** - The individual or business entity selected to perform services pursuant to this Agreement.
- 1.3 **Artwork** - The physical artistic expression resulting from the fabrication, construction, installation, and integration of the design(s) provided pursuant to this Agreement. For all purposes of this Agreement, "Artwork" shall be a part of the "Work" and "Project" as defined herein.
- 1.4 **Board** - The Broward County Board of County Commissioners.
- 1.5 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Cultural Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with ARTIST and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator, provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.6 **Contract Documents** - This Agreement, any and all additional documents the submission of which is required by this Agreement, the Notice(s) to Proceed, the Final Design Proposal, and applicable engineering drawing and construction documents.
- 1.7 **Contract Price** - The amount established in Article 4 of this Agreement, as may be amended due to fund appropriation changes to the capital construction Project.

- 1.8 **Contract Time** - The time between commencement and completion, including any milestone dates thereof, established in Article 3 of the Agreement, as may be amended.
- 1.9 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.10 **Notice to Proceed** - A written document issued by the Contract Administrator informing the ARTIST to officially begin work on the Project.
- 1.11 **Project** - The art construction Project referred to as: Pompano Beach Library.
- 1.12 **Site** - The Project located at: Southeast corner of the intersection of Atlantic Boulevard and Southwest First Avenue, in the City of Pompano Beach, Broward County, Florida.
- 1.13 **Work** - The Artwork as ultimately conceived, designed, fabricated, transported, delivered and installed by the ARTIST or integrated with ARTIST's approval. The Work includes all other labor, materials, equipment, and services provided or to be provided by ARTIST to fulfill ARTIST's obligations under this Agreement.

ARTICLE 2

SCOPE OF SERVICES

General

- 2.1 Subject to issuance of Notice To Proceed, ARTIST shall perform all Work identified in this Agreement and Exhibit "A" attached hereto and made a part hereof. The parties agree that the scope of services is a description of ARTIST's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by ARTIST impractical, illogical, or unconscionable.
- 2.2 ARTIST shall perform all services and furnish all supplies, materials and equipment as necessary for the design, execution and fabrication of the Artwork, including but not limited to, payment for all necessary permits, taxes, insurance, supplies, materials, tools, equipment, consultants, lighting requirements and all other items incidental to producing a complete and acceptable Artwork, and shall, either directly or through qualified subcontractors, undertake the transportation, installation, and integration of the Artwork at the Site.

- 2.3 In the event that ARTIST is unable to perform duties within the specified time period due to the death, physical or other incapacity of the artist/individual GREGG LEFEVRE, (who is the only artist/individual to provide services for the ARTIST) or other circumstances beyond the ARTIST's control, COUNTY, after consultation with ARTIST where practicable, may either: (1) proceed with completion and installation of the Artwork by ARTIST pursuant to the terms of this Agreement; or (2) terminate this Agreement for cause. All Work performed by ARTIST prior to death or incapacity or inability of the artist/individual GREGG LEFEVRE to perform due to circumstances beyond the ARTIST's control will be compensated as provided in this Agreement. In the event COUNTY exercises its right to terminate for cause, COUNTY may retain a qualified subcontractor of ARTIST to complete the Work, or elect to implement the ARTIST's design by a mutually agreeable third party, if practicable, through a separate agreement.
- 2.4 The personal skill, judgment and creativity of the individual GREGG LEFEVRE, providing services for the ARTIST is an essential element of this Agreement. Therefore, although the parties recognize that the ARTIST may employ qualified personnel to work under artist/individual GREGG LEFEVRE's supervision, the ARTIST shall not assign, transfer or subcontract the creative and artistic portions of the Work to another party without the prior written consent of the COUNTY. Failure to conform to this provision may be cause for termination at the sole option of the COUNTY.
- 2.5 ARTIST shall be responsible for the quality and timely completion of the services. The ARTIST shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Work upon written request of the Contract Administrator.
- 2.6 In the event the artist/individual GREGG LEFEVRE who is the only artist/individual authorized to provide services for the ARTIST, is unavailable for an extended period due to personal scheduling conflicts, ARTIST must provide for professional administration in his/her studio to carry out the commission in a timely manner.
- 2.7 The ARTIST shall determine the artistic expression, scope, design, color, size, material, texture, and location on the Site of the Artwork, subject to review and approval by the COUNTY. During the final design review, the COUNTY may require the ARTIST to make such revisions to the design as are necessary for the Artwork to comply with applicable laws and the COUNTY'S conservation standards, and may also request revisions for other practical and/or non-aesthetic reasons. If the Project budget exceeds \$150,000, ARTIST will not design an integrated Artwork pursuant to this Agreement. If the project budget is increased after execution of this Agreement to exceed \$150,000 for an integrated artwork, the parties will execute an Artistic Services Agreement to replace and supersede this Agreement.

2.8 Fabrication and Installation or Integration.

- a. ARTIST shall complete the fabrication, transportation, and installation of the Artwork in conformity with the approved artwork design development documents.
- b. The Artwork shall not be delivered to the Site or installed until the ARTIST has received applicable permits, other jurisdictional approval(s), and written approval from the Contract Administrator that the Artwork has been completed according to the approved design and specific installation plans submitted by the ARTIST have been approved.
- c. In the event that the services of the ARTIST are integrated into, combined, or otherwise coordinated with services by third parties not within the control of the ARTIST, the ARTIST shall not be responsible for such third party services. If any part of the ARTIST's Work depends upon proper execution or results from the work of the COUNTY or a third party responsible to the COUNTY, the ARTIST shall have an ongoing duty to promptly report to the COUNTY any apparent discrepancies or other defects in such other work which renders it unsuitable for proper execution and results by the ARTIST, prior to proceeding with his or her Work. Failure of the ARTIST to report a discrepancy or defect shall constitute an acceptance of the COUNTY's or third party's work as fit and proper to receive the ARTIST's Artwork. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor. Nothing in this section shall limit the responsibility of the ARTIST to take all reasonable steps to coordinate the ARTIST's Work with the work of the COUNTY or of a third party on the Site.
- d. The ARTIST shall, when working on COUNTY property, at all times keep the premises free from accumulation of waste materials or rubbish caused by ARTIST's operations. At the completion of the ARTIST's Work, ARTIST shall remove all waste materials and rubbish from and about the Project Site as well as ARTIST's tools, equipment, machinery and surplus materials. If ARTIST fails to clean up as required by this Agreement, COUNTY may do so and the cost thereof shall be charged to ARTIST. If a dispute arises between ARTIST and separate contractors as to their responsibility for cleaning up, COUNTY may clean up and charge the cost thereof to the contractors or artists responsible thereof as COUNTY shall determine to be just and reasonable.
- e. The COUNTY shall notify the ARTIST of their operation, construction and maintenance schedules in and around the area where the ARTIST's Work is to be performed. The ARTIST shall perform the ARTIST's services in a manner and time so as not to cause interference with any of the operations, construction, or maintenance of the COUNTY or third party contractor. In the

event of a conflict between the schedules of the contractor, COUNTY, or ARTIST, the conflict will be resolved by the COUNTY. If the resolution of the conflict results in a delay of performance by the ARTIST, the ARTIST may request an amendment of this Agreement to compensate the ARTIST for any additional costs or expenses caused by the delay.

- 2.9 Post Installation; Title; Risk of Loss. Title to the Artwork passes to the COUNTY upon written Final Acceptance of the complete, installed Artwork by the COUNTY. At any time prior to written Final Acceptance, all risk of destruction or damage to the Artwork or any part thereof from any cause whatsoever shall be borne by the ARTIST. The ARTIST shall, at the ARTIST's sole expense, rebuild, repair, restore and make good all such damage to any portion of the Artwork that occurs until the condition report is signed by both parties.
- 2.10 The ARTIST shall not make any public information release in connection with services performed pursuant to this Agreement without prior written permission of the Contract Administrator.
- 2.11 ARTIST agrees that all services performed under this Agreement shall comply with all applicable laws, ordinances, codes and regulations. ARTIST shall, at the sole expense of ARTIST, secure the services of an appropriately licensed general contractor, subcontractor, and/or design professional as necessary in order to obtain all permits, licenses and approvals required for services pursuant to this Agreement.
- 2.12 The ARTIST shall faithfully perform the Work in accordance with standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature.
- 2.13 COUNTY shall: arrange for access so that ARTIST may enter upon public and private property as required for ARTIST to perform the services under this Agreement; give prompt written notice to ARTIST whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of ARTIST's services; make available to ARTIST any COUNTY and contractor work schedules relating to the intended site of the Artwork; arrange county meetings and consultations as needed for the ARTIST to fulfill the ARTIST's obligations under this Agreement; review materials submitted pursuant to Exhibit "A" in a timely manner; and assist ARTIST by placing at ARTIST's disposal all public information it has available pertaining to the Project without cost to ARTIST.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall become effective immediately upon execution by the parties (the "Effective Date") and shall continue in full force and effect until all Work to be performed by ARTIST pursuant to this Agreement is completed and accepted by COUNTY or until earlier terminated as provided for herein.
- 3.2 Except as otherwise provided for herein, the obligations of the parties shall take effect on the date of execution hereof.
- 3.3 COUNTY shall instruct ARTIST to commence performance of this Agreement by written instructions in the form of a Notice to Proceed issued by the Contract Administrator. ARTIST shall commence the Work within seven (7) calendar days of ARTIST's receipt of the Notice to Proceed. The Notice to Proceed shall be deemed to be the initiation date for the Work.
- 3.4 Beginning from the initiation date as described in Section 3.3 above, all duties, obligations, and responsibilities of ARTIST required by this Agreement shall be substantially completed not later than the deadline set forth in the Notice to Proceed. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.
- 3.5 In the event ARTIST is unable to timely complete the services because of delays which are not the fault of ARTIST, the Contract Administrator may grant a reasonable extension of time for completion. The determination of whether a delay is the fault of the ARTIST shall be made by the Contract Administrator and the ARTIST agrees to abide by such decision. It shall be the responsibility of ARTIST to notify COUNTY promptly in writing whenever a delay is anticipated or experienced and to inform COUNTY of all facts and details related to the delay.
- 3.6 The Contract Administrator shall grant a reasonable extension of time to the ARTIST in the event that there is a delay caused by COUNTY or other third parties in completing the underlying capital project, or if conditions beyond the ARTIST's control or Acts of God render timely performance of the ARTIST's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.
- 3.7 Any extension of time granted pursuant to this Article shall be in a writing which shall be signed by the ARTIST and the Contract Administrator. The determination of whether a delay is caused by COUNTY or other third parties in completing the underlying capital project, or if conditions beyond the ARTIST's control or Acts of

God render timely performance of the ARTIST's services impossible or unexpectedly burdensome shall be made by the Contract Administrator and the ARTIST agrees to abide by such decision. Except where reasonably necessary to accomplish the purposes of this Section, such writing shall be limited to the grant of the extension of time and shall not amend any other portion of this Agreement.

ARTICLE 4

COMPENSATION

- 4.1 COUNTY agrees to pay ARTIST a maximum amount of Seventy Thousand Dollars (\$70,000.00) for services performed pursuant to this Agreement, payable as set forth on Exhibit B. It is acknowledged and agreed by ARTIST that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate ARTIST for its services and expenses related to this Agreement, notwithstanding that COUNTY has set aside the Contingency Reserve identified in Section 4.2. This maximum amount, however, does not constitute a limitation, of any sort, upon ARTIST's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 4.2 ARTIST has agreed to fully perform the Scope of Services set forth in Article 2 for the total compensation set forth in Section 4.1 above. However, unforeseen costs, including but not limited to, construction delays or site changes which are beyond the control of and are not the fault of ARTIST may adversely affect ARTIST's costs. Therefore, COUNTY has set aside an additional contingency reserve amount of Seven Thousand Dollars (\$7,000.00) which may, in the sole discretion of COUNTY, be paid to ARTIST in whole or in part, provided that ARTIST submits documentation to the Contract Administrator that the regular contingency in ARTIST's design proposal budget has already been consumed. Any additional compensation paid to ARTIST from the contingency reserve shall be pursuant to a written document in accordance with Section 13.17 except that the document may be signed by the Contract Administrator on behalf of the COUNTY. (In no event may the contingency reserve amount exceed ten percent (10%) of the total compensation provided for in Section 4.1, above.) For purposes of this section, "unforeseen costs" shall not include expenses which the Contract Administrator reasonably determines should have been contemplated by ARTIST when developing the Project budget, including the original design and related Work budget.
- 4.3 It is acknowledged and agreed to by ARTIST that the dollar limitation set forth in this Article is a limitation upon, and describes the maximum extent of, COUNTY's obligation to reimburse ARTIST for expenses, but does not constitute a limitation, of any sort, upon ARTIST's obligation to incur such expenses in the performance of services hereunder.

4.4 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective Work which has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by ARTIST. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by COUNTY.

4.5 METHOD OF BILLING AND PAYMENT

4.5.1 ARTIST may submit invoices for compensation as described in Exhibit "B," but only after the services for which the invoices are submitted have been completed. The final invoice must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred. A written summary shall accompany each original invoice describing the work completed during that payment period.

4.5.2 COUNTY shall pay ARTIST within thirty (30) calendar days of receipt of ARTIST's proper statement, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator. Payment may be withheld for failure of ARTIST to comply with a term, condition, or requirement of this Agreement.

4.6 Payment will be made to ARTIST at:

LeFevre Studios Inc.
27 Bleecker Street
New York, NY 10012

Contractor's Federal ID # 13-4148601

ARTICLE 5

CHANGES IN SCOPE OF SERVICES

Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 13.17 below.

ARTICLE 6
INDEMNIFICATION

ARTIST shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of ARTIST, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due ARTIST under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 7
INSURANCE

- 7.1 ARTIST shall at all times during this Agreement maintain in force those insurance policies as designated in the Exhibit "D," entitled "Certificate of Insurance" attached and made a part hereof, and ARTIST will comply with those requirements as stated therein. Such certificate of insurance will provide COUNTY with thirty (30) days' prior written notice of any cancellation and/or non renewal. If any of the insurance coverages will expire prior to the completion of the Work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 7.2 The COUNTY's Assistant Risk Manager may authorize the suspension of these insurance requirements during prolonged delays in the project attributable to the COUNTY, when such suspension of insurance does not jeopardize the COUNTY's interests. The suspension must be authorized in writing and must specify an ending date or event at which time the ARTIST must furnish Certificates of Insurance or endorsements as required in this Article. ARTIST may not resume work on the Project before the COUNTY accepts the renewed insurance.
- 7.3 ARTIST shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to issuance of a Notice to Proceed under this Agreement.

ARTICLE 8

TERMINATION

- 8.1 This Agreement may be terminated for cause by action of Board or by ARTIST upon thirty (30) days' written notice by the party that elected to terminate, or for convenience by action of Board upon not less than ten (10) days' written notice by Contract Administrator. This Agreement may be terminated for convenience by the Contract Administrator in the event the COUNTY project for which the Artwork is intended is canceled, upon thirty (30) days' written notice. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 8.2 Cause for termination of this Agreement shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the Work, failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Project notwithstanding whether any such breach was previously waived or cured.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 In the event this Agreement is terminated for convenience, ARTIST shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of COUNTY's election to terminate for cause or convenience, ARTIST shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. ARTIST acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by ARTIST, is given as specific consideration to ARTIST for COUNTY's right to terminate this Agreement for convenience.

ARTICLE 9

WARRANTIES/STANDARDS

- 9.1 The ARTIST warrants that: (a) the design or Artwork being commissioned is the original product of the ARTIST's own creative efforts; (b) unless otherwise

stipulated, the Artwork is original and is an edition of one; and (c) that ARTIST shall not sell or reproduce the Artwork, or allow others to do so without the prior written consent of COUNTY.

- 9.2 **Warranty of Quality.** ARTIST warrants that the Artwork shall be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities accelerating deterioration of the Artwork and that ARTIST shall correct, at ARTIST's expense, any such defects which appear within a period of two (2) years from Final Acceptance of the Artwork. Should the Artwork during the lifetime of the ARTIST deteriorate to the point that it no longer represents the intent of the ARTIST and/or poses a safety hazard due to its deteriorated state, and the COUNTY chooses to have the Artwork restored rather than deaccessioned, the ARTIST will be given the first right of refusal to perform the restoration. If funds for such restoration are not available, the COUNTY shall have the right to destroy the Artwork upon notifying the ARTIST in writing (by certified mail, return receipt requested, sent to the ARTIST's last known address) that the ARTIST shall be granted the right of consultation regarding the Artwork's removal or destruction. "Restore" means to effect repairs to the Artwork necessitated by extensive damage or deterioration which requires the artistic talents of the creating ARTIST in order to ensure that the restored Artwork reflects the qualities and artistic integrity of the Artwork as originally accepted by the County.
- 9.3 The ARTIST promises and covenants not to execute or authorize another to execute another Artwork of the same design, dimensions and materials as the Artwork commissioned pursuant to this Agreement. For the purposes of this section, if the dimensions of another work exceed 75% of the dimensions of the commissioned Artwork, the other work shall be deemed to be the same dimensions as the commissioned Artwork. For purposes of this section, "dimensions" shall include but not be limited to sound, light, and other expressions not captured in a two or three dimensional physical object. This covenant shall continue in effect for a period consisting of the life of the ARTIST plus 50 years and shall be binding on the ARTIST's successors, heirs and assigns.
- 9.4 The ARTIST warrants to the COUNTY that all materials used under this Agreement will be new unless otherwise specified, and that all services will conform with the standards of Section 2.12 and will conform in all ways with the Contract Documents. The ARTIST shall deliver the Artwork to the COUNTY free and clear of any liens from any source whatsoever.

ARTICLE 10

ARTIST'S RIGHTS AND WAIVER

- 10.1 The COUNTY shall, at its expense, prepare and install a plaque or sign identifying the ARTIST, the title of the Artwork and year of completion, and shall maintain such

identifying plaque in good condition and repair. The COUNTY agrees that all references to the Artwork and all reproductions of the Artwork shall credit the Artwork to the ARTIST. If the Artwork becomes significantly modified after final acceptance by COUNTY, ARTIST may request removal of the ARTIST's name from the Artwork. Any such request shall be provided to COUNTY in accordance with the requirements of Section 13.7.

- 10.2 The COUNTY shall reasonably assure that the Artwork is properly maintained and protected, taking into account the recommendations of the ARTIST.
- 10.3 The ARTIST shall be given the right of first refusal to perform repairs and shall be paid a reasonable fee for such services; provided that the ARTIST and COUNTY shall agree in writing upon the fee before the commencement of such services and execute a two-party agreement. If the parties cannot come to agreement for repair services, or ARTIST is unable or unwilling to perform any necessary repairs, or the COUNTY cannot locate the ARTIST, COUNTY will cause to have such work performed at the COUNTY's own expense in accordance with recognized principles of conservation.
- 10.4 In the event the Artwork cannot be successfully restored in accordance with Section 9.2, as determined by the COUNTY, or the COUNTY chooses to remove the Artwork from its collection ("deaccession") pursuant to its Deaccession Policy, the ARTIST will be notified in writing (by certified mail, return receipt requested, sent to the ARTIST's last known address) by the COUNTY. The ARTIST will have the option to purchase the Artwork back from the COUNTY at a price set by a professional appraiser selected and paid for by the COUNTY. ARTIST must exercise this option within forty-five (45) days of notice from the COUNTY. If ARTIST exercises this option, removal of the Artwork shall be at the ARTIST's sole expense. If ARTIST does not exercise this option, COUNTY may dispose of the Artwork in accordance with its Deaccession Policy and related surplus property laws and policies.
- 10.5 The ARTIST understands and agrees that, as to the ARTIST's rights in the Artwork, the provisions of this Agreement shall control to the exclusion of the provisions of the European Union law or other domestic or international law, and shall constitute a waiver by the ARTIST of any rights in the Artwork set out in or otherwise granted by laws of other jurisdictions addressing the ARTIST's rights in the Artwork.

ARTICLE 11

ARTIST's WAIVER FOR INTEGRATED ARTWORK

- 11.1 The ARTIST understands and agrees that, as to the ARTIST's rights in the Work, the provisions of this Article shall control over the provisions of 17 U.S.C. ' 106A(a),

and shall constitute a waiver by the ARTIST of any rights in the Artwork set out in or otherwise granted by 17 U.S.C. '106A(a), Visual Artists Rights Act of 1990.

- 11.2 The ARTIST hereby acknowledges that the Artwork will become an integral part to the architecture of the building, structure, or site and that installation and integration of the Artwork may subject the Artwork to future removal, destruction, or other modifications by reason of its removal from the building, structure, or site or the renovation, destruction, or redevelopment of the building, structure, or site. Notwithstanding the foregoing, ARTIST hereby consents to the incorporation of the Artwork into the building or structure or at the site, and waives any rights in the Artwork granted by 17 U.S.C. '106A(a).
- 11.3 All other rights in and to the Artwork, including but not limited to all rights in the nature of "Droit Moral" relating to any continuing interest the ARTIST may have in the maintenance or modification of the Artwork, are expressly waived by the ARTIST and, insofar as such rights are transferable, are assigned to the COUNTY.
- 11.4 Notwithstanding this waiver, COUNTY shall make a diligent good faith effort to notify ARTIST of any proposed action which will remove, destroy, or otherwise modify the Artwork by providing notice to the ARTIST by registered mail at the most recent address recorded with the Register of Copyrights or the Broward County Cultural Division. ARTIST shall have the option to purchase the Artwork from the COUNTY in accordance with Section 10.4. In the event that COUNTY makes a diligent, good faith attempt without success to notify the ARTIST of its intended action, COUNTY shall have the right to proceed with alteration of the Artwork by reason of repair, removal, or renovation of the building or structure or other activities performed at the site.

ARTICLE 12

COPYRIGHTS

- 12.1 ARTIST retains (1) copyright of the design(s) created; (2) all rights to the Artwork under the Copyright Act of 1976, 17 U.S.C. '101, et seq., as amended by the Visual Artists Rights Act of 1990, and any successor act, except that the ARTIST hereby waives the rights under 17 U.S.C. '106A(a); and (3) all rights expressly granted in this Agreement. The ARTIST grants to COUNTY an irrevocable license to graphically depict the Artwork in any non-commercial manner or media whatsoever to promote the COUNTY or the COUNTY's cultural programs.
- 12.2 ARTIST agrees that all Work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes. The ARTIST further agrees that the Work will not utilize any protected patent, trademark or copyright unless ARTIST has obtained proper permission and all releases and other necessary documents.

- 12.3 If the ARTIST uses any protected material, process or procedure, the ARTIST shall disclose such patent, trademark or copyright in the construction drawings and technical specifications.
- 12.4 WARRANTY OF AUTHORIZATION AND NON-INFRINGEMENT. ARTIST warrants that the Work provided under this Agreement, to the best knowledge of the ARTIST, will not infringe upon or violate any license, copyright law, patent law, trade secret law, trademark law, moral rights law, semiconductor chip protection law, unfair competition law, proprietary information, non-disclosure, intellectual property or other right of any third party; infringe upon or violate any right of privacy, or contain libelous material; and the ARTIST possesses full power to enter into this Agreement and to convey the rights herein granted to COUNTY without the consent of any third party.

ARTICLE 13

MISCELLANEOUS

13.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the COUNTY. In the event of termination of this Agreement at COUNTY's sole discretion and upon written request, any reports, photographs, surveys, and other data and documents prepared by ARTIST, whether finished or unfinished, shall be delivered by ARTIST to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to ARTIST shall be withheld until all documents are received as provided herein.

13.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of ARTIST that are related to this Project. ARTIST shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

ARTIST shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period

or three (3) years, whichever is longer, the books, records, and accounts shall be retained until final resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to ARTIST's records, ARTIST shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by ARTIST. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

13.3 NONDISCRIMINATION

ARTIST shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. ARTIST shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, ARTIST shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTIST's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

ARTIST shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

13.4 PUBLIC ENTITY CRIMES ACT

ARTIST represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid

hereunder, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, ARTIST further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether ARTIST has been placed on the convicted vendor list.

13.5 INDEPENDENT CONTRACTOR

ARTIST is an independent contractor under this Agreement. Services provided by ARTIST pursuant to this Agreement shall be subject to the supervision of ARTIST. In providing such services, neither ARTIST nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to ARTIST or ARTIST's agents any authority of any kind to bind the COUNTY in any respect whatsoever.

13.6 THIRD PARTY BENEFICIARIES

Neither ARTIST nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

13.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Mary A. Becht, Director
Broward County Cultural Division
100 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR ARTIST:

Gregg LeFevre
LEFEVRE STUDIOS INC.
27 Bleecker Street
New York, NY 10012

13.8 ASSIGNMENT, SUBCONTRACTORS, AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. ARTIST shall not subcontract any portion of the Work required by this Agreement except as authorized in advance, in writing, by COUNTY's Contract Administrator. Nothing in this Agreement will be deemed to entitle subcontractors, material providers, or lower-tier subcontractors to rights as third-party beneficiaries under this Agreement. Notwithstanding any statement to the contrary, ARTIST will at all times be responsible for all acts and/or omissions of its subcontractors.

ARTIST represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

13.9 CONFLICTS

Neither ARTIST nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with ARTIST's loyal and conscientious exercise of judgment related to its performance under this Agreement.

ARTIST agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude ARTIST or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event ARTIST is permitted to utilize subcontractors to perform any services required by this Agreement, ARTIST agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

13.10 CONTINGENCY FEE

To the extent required by the funding source for this Project, ARTIST warrants that it has not employed or retained any company, or person, other than a bona fide employee working solely for ARTIST, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for ARTIST, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Board shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.11 WAIVER OF BREACH AND MATERIALITY

Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

COUNTY and ARTIST 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.

13.12 COMPLIANCE WITH LAWS

ARTIST shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

13.13 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or ARTIST elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

13.14 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was 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 a joint effort of the parties, the language has been agreed to by parties to express 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.

13.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 of this Agreement shall prevail and be given effect.

13.16 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, ARTIST and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project.

13.17 AMENDMENTS

Except as provided in Sections 3.7 and 4.2, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and ARTIST.

13.18 PRIOR AGREEMENTS

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 shall be predicated upon any prior representations or agreements,

whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 13.17 above.

13.19 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibits "A" (Scope of Services), "B" (Compensation and Schedule of Payments), "C" (Cataloging Form), and "D" (Insurance Certificate), attached hereto, are incorporated herein.

13.20 NO INTEREST

Any monies which are the subject of a dispute regarding this Agreement and which are not paid by COUNTY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by ARTIST.

13.21 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

13.22 REPRESENTATION OF AUTHORITY

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same, and ARTIST, signing by and through its Chairman or Chief Executive Officer, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
the Broward County Administrator

Print Name: _____

By _____
County Administrator

Print Name: _____

____ day of _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Authorized Signature(Date)

By _____
Andrea Froome (Date)
Assistant County Attorney

Print name above

AGREEMENT BETWEEN BROWARD COUNTY AND LEFEVRE STUDIOS INC. FOR
COMMISSIONED ARTWORK OF GREGG LEFEVRE

ARTIST

WITNESSES:

LEFEVRE STUDIOS INC.

By _____
Gregg LeFevre, authorized signature

Print Name: _____

Gregg LeFevre, Chief Executive Officer
(Print Name & Title)

Print Name: _____

_____ day of _____, 20____

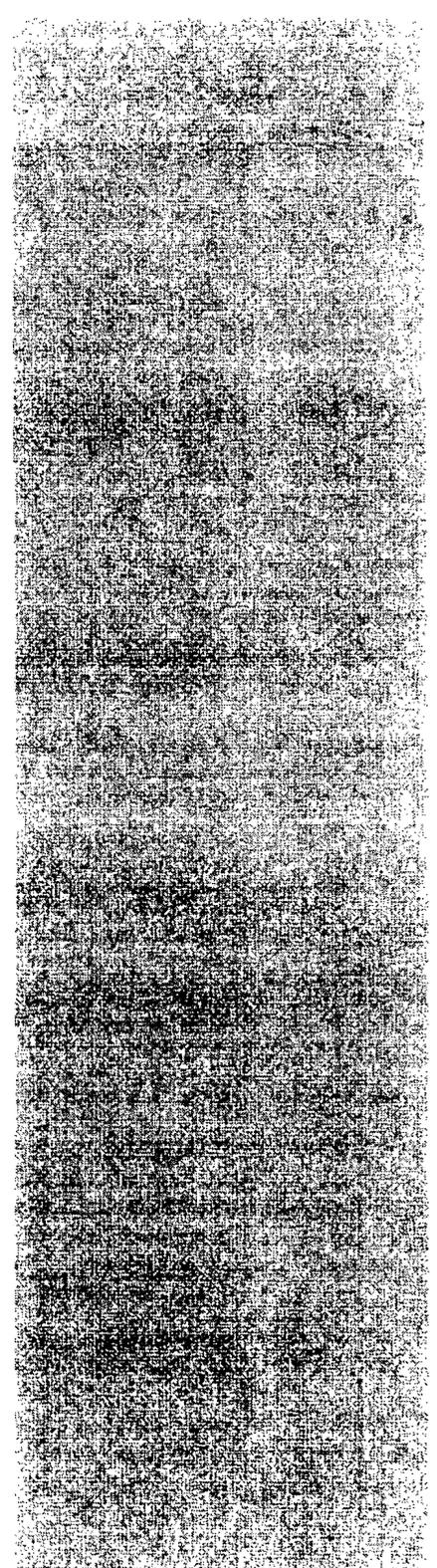
ATTEST:

By _____

_____, Secretary

SEAL

AAD:cmc
(RLK:as; 05/01/02)
commartworkshell2002
#02-110.04



**AGREEMENT BETWEEN BROWARD COUNTY AND LEFEVRE STUDIOS INC.
FOR COMMISSIONED ARTWORK OF GREGG LEFEVRE**

**EXHIBIT "A"
SCOPE OF SERVICES
POMPAÑO BEACH LIBRARY PROJECT**

1. **PURPOSE:** ARTIST shall design, fabricate and install site-specific artwork(s) for the Pompano Beach Library.
2. **LOCATION:** Southeast corner of the intersection of Atlantic Boulevard and Southwest First Avenue, in the City of Pompano Beach, Broward County, Florida.
3. **ARTWORK QUALITIES:** Artwork shall enhance the Pompano Beach Library and appeal to a broad cross section of the public while reflecting the background of the community in which it will be located.
4. **ADMINISTRATIVE COORDINATION:** The CONTRACT ADMINISTRATOR shall serve as or designate a Cultural Division project manager. The ARTIST shall maintain regular communication with Cultural Division project manager via phone, fax, letter or e-mail update on a monthly basis or more frequently as requested in writing by the project manager. ARTIST shall submit final draft of design proposal(s) to the project manager a minimum of one month prior to review by Artist Selection Panel, or as otherwise acceptable to Broward County Cultural Division.
5. **DESIGN TEAM COLLABORATION AND COORDINATION:** ARTIST shall collaborate and coordinate with the following designated agencies and subcontractors of Broward County: County's Cultural Division, County's Libraries Division, and County's Construction Management Division; ACAI Associates, Inc., Architect; General Contractor; and other subcontractors as determined necessary by the CONTRACT ADMINISTRATOR. ARTIST shall collaborate with the design team and agency representatives to identify appropriate location(s) for artwork. During the design of the Artwork(s), the ARTIST shall coordinate Artwork design with COUNTY staff and the design team. Prior to the final submittal of deliverables for each design phase, the ARTIST shall resolve all relevant design coordination issues to the satisfaction of the CONTRACT ADMINISTRATOR. Should the design of the Artwork require specialized professional services, the ARTIST shall hire an appropriate subcontractor at the ARTIST's sole expense. Structural and other engineers employed by ARTIST shall be required by ARTIST to maintain professional liability insurance as shown in Exhibit D. Valid proof of insurance will be required prior to the written approval of the subcontractors by the CONTRACT ADMINISTRATOR in accordance with Section 13.8.
6. **CONSTRUCTION DOCUMENTS AND PERMITTING:** ARTIST shall provide all necessary specifications on a timely basis to enable the project team to

incorporate all relevant components of approved Artwork Design Proposal into the final construction documents as applicable, and shall be responsible to ensure that final Construction Documents contain all necessary information pertaining to the artwork. ARTIST shall be responsible to make revisions to design(s) as necessary in order to meet building code requirements for receipt of all applicable permits for artist-designed components. It shall be the ARTIST's sole responsibility, where applicable, to obtain all necessary permits as required in cooperation with the Architect and General Contractor, and provide written proof of same to the Cultural Division project manager prior to fabrication. Prior to commencing fabrication, ARTIST shall perform field verification of all dimensions related to artist-designed components to ensure proper fit of integrated artwork to the site, as applicable.

7. CONSTRUCTION OVERSIGHT: ARTIST or artist's designated representative shall be responsible for construction oversight during the fabrication and integration of all artist-designed components, whether fabricated by ARTIST's subcontractors or included in construction documents to be fabricated and installed by others. Should the design proposal require specialized professional services, ARTIST shall hire an appropriate sub-consultant, at ARTIST's sole expense, in accordance with section 13.8.

8. CONSERVATION AND MAINTENANCE REVIEW: The ARTIST shall submit drafts of the preliminary Artwork Design Proposal to CONTRACT ADMINISTRATOR two (2) months prior to review by Artist Selection Panel or as otherwise acceptable to CONTRACT ADMINISTRATOR in his/her sole discretion. The preliminary Artwork Design Proposal will be reviewed by the Cultural Division's conservation specialist prior to review of the final Artwork Design Proposal by the Artist Selection Panel and ARTIST shall make technical modifications to the Artwork Design Proposal as requested by CONTRACT ADMINISTRATOR to address any conservation and maintenance concerns.

9. DESCRIPTION OF DESIGN DELIVERABLES: The ARTIST shall provide the following:

a. Artwork Design Proposal

- Artwork design drawings on illustration boards and optional model(s) - one (1) set; and digital pictures of same - one (1) set
- Color copies of design drawings and model(s) (if model provided), and concept statements - fifteen (15) bound copies
- Samples of Materials, including technical specifications - one (1) set
- Fabrication and installation budget for the artwork with documentation of the proposed Artwork's life expectancy that is consistent with life expectancy as stated in the Call to Artists, and future operational and conservation costs - one (1) copy
- Schematic project schedule - one (1) copy

- Survey(s) that verify suitable existing site conditions including but not limited to legal easements, all underground utilities, dimensions and adequacy of substrates, as applicable, applicability to be determined in writing by CONTRACT ADMINISTRATOR - one (1) copy
- b. **Artwork Design Development**
 - Final design drawings
 - Artist proofs including text, where applicable
 - Final material samples
 - Detailed budget(s) – if the fabrication and installation estimates exceed the established project budget, the ARTIST is obligated to adjust the Artwork Design Proposal to fit accordingly
 - Preliminary engineering calculations, where applicable
 - Design, fabrication and installation subcontractor list (subject to Section 13.8)
 - Fabrication and installation schedule
- c. **Artwork Construction Documents and Permits, as applicable**
 - Final Construction documents
 - Specifications signed by a Florida Licensed Engineer
 - All necessary permits
 - Identification of a licensed Florida General Contractor for project, if required.

10. **COMMUNITY PROCESS:** ARTIST shall participate in community and agency meetings as requested by CONTRACT ADMINISTRATOR, and shall attend a minimum of one (1) community meeting in person to identify relevant concerns and interests through survey and presentation of artist visuals. ARTIST shall submit draft(s) of design proposal(s) to Library representatives upon request by CONTRACT ADMINISTRATOR.

11. **TIMELINE FOR COMPLETION:** The project is anticipated to require up to thirty-six (36) months after issuance of Notice to Proceed. ARTIST shall be aware of the design and construction timeline and shall ensure that all artwork components are completed and installed according to the established schedule provided by CONTRACT ADMINISTRATOR which may be revised from time to time and at least fourteen (14) calendar days prior to dedication of the facility. This time may be adjusted, in writing, by CONTRACT ADMINISTRATOR based upon delays beyond the ARTIST's control, as provided in Section 3.5.

12. **EDUCATIONAL OUTREACH:** ARTIST shall participate in one (1) Cultural Division educational outreach activity at a mutually convenient time arranged and confirmed in writing by the CONTRACT ADMINISTRATOR.

13. **INSPECTION AND ACCEPTANCE:** Upon completion of artwork and final inspection, ARTIST shall be solely responsible for obtaining final approval from the Public Art and Design Committee and the Broward Cultural Council. ARTIST shall

deliver the work free and clear of any liens from any source whatsoever and shall guarantee work to be free from faults of materials and workmanship for two (2) years, in accordance with Article 9 of this Agreement.

14. DOCUMENTATION: ARTIST shall supply two (2) identical CD's of a minimum of fifteen (15) professional digital format images illustrating all components of the project with a minimum resolution of 300 dpi (specifications to be determined by COUNTY'S Contract Administrator in his/her sole discretion and provided in writing to ARTIST by Project Manager), and two (2) professional 8" x 10" color photographs.

15. ALLIED ARTIST: An Allied Artist will not be affiliated with this project.

Formatted: Bullets and Numbering

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**AGREEMENT BETWEEN BROWARD COUNTY AND LEFEVRE STUDIOS INC.
FOR COMMISSIONED ARTWORK OF GREGG LEFEVRE**

**EXHIBIT "B"
COMPENSATION AND SCHEDULE OF PAYMENTS
POMPANO BEACH LIBRARY PROJECT**

Compensation to the ARTIST shall be paid in seven (7) milestone payments, upon satisfactory completion of each stage as determined by the CONTRACT ADMINISTRATOR, in his/her sole discretion, for a total amount not to exceed Seventy Thousand Dollars (\$70,000).

Payments shall include all costs associated with design and fabrication of artwork(s) including but not limited to field research, materials, labor, insurance, overhead, site visits, construction documents and permitting, delivery, installation, photo-documentation and all applicable taxes.

Each Invoice must be submitted on the COUNTY's standard Vendor Invoice form (Exhibit E), and accompanied by photo-documentation where appropriate and a narrative report summarizing work completed during each milestone period, based upon the stated Scope of Services and payment description. In the event that the anticipated order of work is changed, ARTIST may bill for a specified payment or for a partial payment, upon approval in writing by CONTRACT ADMINISTRATOR, once that work is completed. The amount of partial payment is subject to prior written approval of the CONTRACT ADMINISTRATOR; however, in no event may the amount of a partial payment exceed the value of services actually completed. Seven (7) milestone payments shall be made as follows:

Payment 1: Not to exceed \$7,500 upon full execution of the agreement, site visit and interaction with CONTRACT ADMINISTRATOR and agency and community representatives for the Pompano Beach Library Project, participation in person at one (1) community meeting and submission of written report summarizing project research.

Payment 2: Not to exceed \$7,500 upon submission in writing of a minimum of one (1) acceptable preliminary conceptual design, concept statement and budget, and completion of conservation review.

Payment 3: Not to exceed \$10,000 upon submission to, and acceptance by, the CONTRACT ADMINISTRATOR of all required Artwork Design Proposal deliverables specified in Section 9a of the Scope of Services and site visit to present a minimum of one (1) Artwork Design Proposal to Artist Selection Panel for Libraries, obtaining approval for the Artwork Design Proposal from the Artist Selection Panel for Libraries, the Public Art and Design Committee and the Broward Cultural Council, and issuance of written Notice to Proceed with Design Development from CONTRACT ADMINISTRATOR.

Payment 4: Not to exceed \$10,000 upon submission to, and acceptance by, the CONTRACT ADMINISTRATOR of all required Artwork Design Development deliverables specified in Section 9b of the Scope of Services, and all Artwork Construction Document deliverables as specified in Section 9c of the Scope of Services, submission and written acceptance of all necessary specifications for final construction documents and ARTIST verification that all necessary artist specifications are incorporated into construction documents as applicable, receipt of all applicable permits for artwork, submission and approval of all sub-contractors and schematic fabrication timeline, and submission and written approval by CONTRACT ADMINISTRATOR of all artist proofs including any text panels.

Payment 5: Not to exceed \$20,000 upon receipt of field verification of all dimensions for integrated artwork as applicable, issuance of written Notice to Proceed with fabrication from CONTRACT ADMINISTRATOR, and photo-documentation that artwork is fifty percent (50%) complete.

Payment 6: Not to exceed \$7,500 upon receipt of photo-documentation that artwork is complete and ready to be shipped, completion of installation of artwork and Substantial Completion Inspection.

Payment 7: Not to exceed \$7,500 upon completion of all remaining tasks, receipt of professional photo-documentation and properly completed Cataloging Form (Exhibit C), Final Completion Inspection and approval by the Public Art and Design Committee and the Broward Cultural Council.

All activities outlined in Exhibit A, the Scope of Services, must be fulfilled. Cataloging Form (Exhibit C) and professional photo-documentation as specified in Exhibit A must be received prior to final payment. Submission of documentation with required releases that all sub-consultants and subcontractors have been paid and completion of educational outreach program is required prior to release of final payment.

CONTINGENCY RESERVE: The provisions in this Section are subject to Section 4.2 of the Agreement. A Contingency Reserve not to exceed \$7,000 will be held by Cultural Division for reasonably unforeseeable expenses related to this project. ARTIST must secure advance written approval from the CONTRACT ADMINISTRATOR prior to incurring any expense for which ARTIST may seek reimbursement from the Contingency Reserve. Proper documentation of expense(s) must be submitted to CONTRACT ADMINISTRATOR for written approval prior to release of any monies from the Contingency Reserve.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "C"

Catalog # _____

**BROWARD COUNTY PUBLIC ART AND DESIGN
CATALOGING FORM**

NOTE: Please add attachments to provide comprehensive information for the following:

I. Artist Information

A. 1. Name:

2. Name you want to use on label and PR materials, if differs from above:

B. Date of Birth:

C. Place of Birth:

D. Address, e-mail, web site:

E. Phone: Business:

Home:

FAX:

F. One paragraph biography of artist:

II. Work of Art

A. Title:

B. Medium:

C.1. Dimensions in inches or centimeters:

H: W: D:

2. Image with frame (if any):

H: W: D:

D. Frame Description:

E. Inscription, marks:

F. In case of portable and multiple artwork, note on artist preference for display (ex: sequential series, installation height, spacing, etc.):

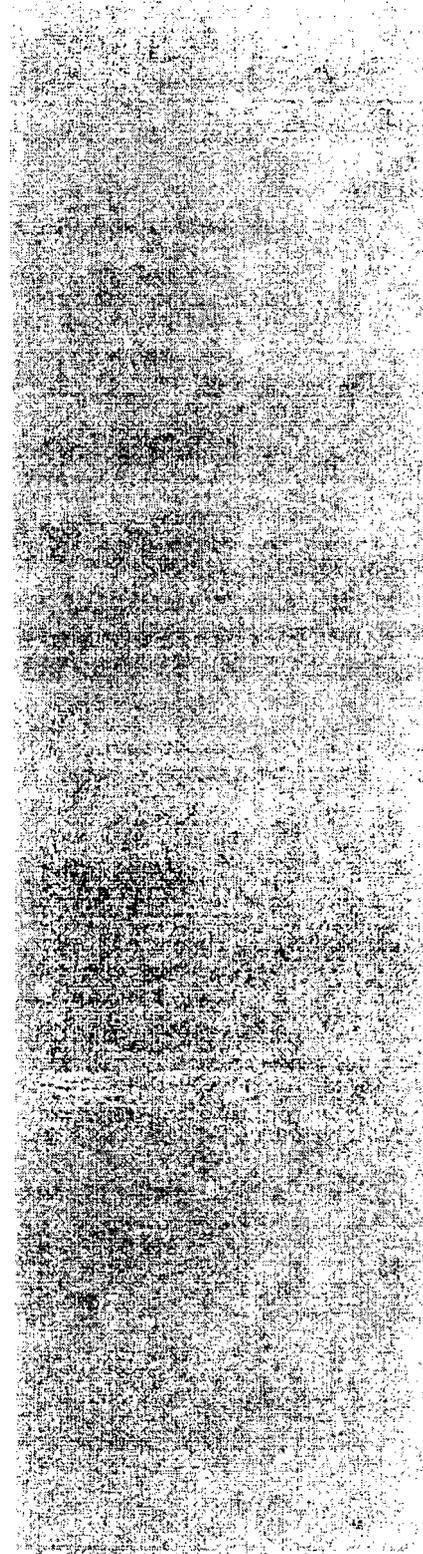
G. Artwork with electronic components used:

-Name of item:

-Manufacturer info (address, telephone, fax, e-mail):

-Supplier info (address, telephone, fax, e-mail):

H. Artist's statement:



Cataloging Form, continued.

Page 3 of 4

III. Fabrication Information

A. Material(s) used in Artwork:

B. Material Finish:

C. Materials used in the presentation of the project (maquette):

D. Fabricators (name, address, phone, fax, e-mail, web site):

E. Fabrication method (attach diagrams or drawings):

F. Architect/Engineer (name, address, telephone, fax, e-mail):

IV. Installation

A. Installation executed by (name, address, phone, fax, e-mail, website):

B. Installation method (attach diagram of substructure, footings):

C. Date of Installation:

Cataloging Form, continued.

Page 4 of 4

V. External Factors

A. Describe physical positioning of the artwork:

B. Describe existing environmental factors which may affect the condition of the artwork:

C. If the Artwork is site-specific, describe the relationship of the Artwork to its site:

VI. Maintenance (attach schedule of maintenance for specific items: light bulb, electronics etc.)

A. Short-term:

B. Long-term:

C. Note desired appearance of the artwork:

VII: Digital copies for use in repair of sound art and graphic reproduction:

Signature

Date

EXHIBIT "D"
CERTIFICATE OF INSURANCE

[Attach certificate of insurance approved by Risk Management Division.]

G:\PUBLIC ART\Foms-Boilerplate-Shells\Agreements\LeFevre\commertwork.doc

G:\PUBLIC ART\Foms-Boilerplate-Shells\Agreements\BOILERPLATE-2003-AGREEMENTS-CULTURAL
DIVISION\commertworkshel2002revised per Froome memo 12-20-05-Froome-Jeffrey Newton-City Attorney.doc
3/30/2006

2002CA

ORDINANCE NO. 2009-40

1
2 AN ORDINANCE OF THE BOARD OF COUNTY
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
4 PERTAINING TO COUNTY PROCUREMENT AND
5 CONTRACTING OPPORTUNITIES FOR COUNTY
6 BUSINESS ENTERPRISES; REPEALING IN ITS ENTIRETY
7 SECTION 1-81 OF THE BROWARD COUNTY CODE OF
8 ORDINANCES RELATING TO COMMUNITY
9 DISADVANTAGED BUSINESS ENTERPRISES AND
10 REPLACING IT WITH THE COUNTY BUSINESS
11 ENTERPRISE ACT OF 2009, RELATING TO AND
12 GOVERNING COUNTY BUSINESS ENTERPRISES;
13 PROVIDING ELIGIBILITY CRITERIA AND CERTIFICATION
14 PROCESS FOR COUNTY BUSINESS ENTERPRISES;
15 ESTABLISHING A CUMULATIVE GOAL FOR COUNTY
16 BUSINESS ENTERPRISE PARTICIPATION IN COUNTY
17 CONTRACTING OPPORTUNITIES; PROVIDING CRITERIA
18 FOR SETTING CONTRACT GOALS AND RESERVES;
19 PROVIDING CRITERIA TO DETERMINE WHETHER
20 CONTRACT GOALS HAVE BEEN MET; PROVIDING THAT
21 COMMUNITY DISADVANTAGED BUSINESS ENTERPRISE
22 GOALS IN PENDING CONTRACTS BE MET; PROVIDING
23 FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE
24 CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

17 WHEREAS, the Board of County Commissioners has determined that meaningful
18 participation by small, Broward-based firms in County contracting opportunities benefits
19 the health, safety, and welfare of County residents; and

20 WHEREAS, the benefit to health, safety, and welfare is even greater when such
21 participation is by firms whose owners have a net worth not exceeding a stated amount,
22 thereby ensuring a more level playing field in the pursuit of County small-business
23 contracting opportunities and increasing economic opportunity among larger segments of
24 the County's population; and

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

1 WHEREAS, providing programs to ensure meaningful participation in County
2 contracting opportunities by such firms will ultimately result in increased competition
3 among firms seeking to do business with Broward County, leading to lower prices and
4 better quality work; and

5 WHEREAS, based on analysis of industry data and other relevant factors
6 performed by the County's Small Business Development Division, the appropriate level of
7 participation by such firms in the County contracting opportunities covered by this
8 Ordinance is twenty-five percent (25%); and

9 WHEREAS, the County has determined that repealing in its entirety Section 1-81 of
10 the Broward County Code of Ordinances relating to Community Disadvantaged Business
11 Enterprises, and replacing it with the County Business Enterprise Act of 2009, relating to
12 and governing County Business Enterprises, is appropriate at this time.

13
14 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
15 BROWARD COUNTY, FLORIDA:

16
17 Section 1. Section 1-81, of the Broward County Code of Ordinances, titled
18 "Community Disadvantaged Business Enterprise Act of 2007," is hereby repealed and
19 replaced in its entirety with the following:

20
21 [UNDERLINING OMITTED]

22 COUNTY BUSINESS ENTERPRISE ACT OF 2009

23 **Sec. 1-81. Short title.** This section shall be known and may be cited as the
24 "County Business Enterprise Act of 2009."

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

1 **Sec. 1-81.1. Objectives and definitions.**

2 (a) Program objectives.

3 (1) To ensure that small Broward County-based firms are provided
4 sufficient opportunities to meaningfully participate in the award of
5 County-funded contracts; and

6 (2) To ensure that only business entities fully meeting the eligibility criteria
7 stated herein are permitted to participate in this program.

8 (b) Program definitions.

9 (1) *Affiliation* means that, as determined by the Program Director (as defined
10 below) or designee, the entity applying for certification under this section
11 controls, has the power to control, or is controlled by another entity or
12 entities, or an identity of interest exists between the entity applying for
13 certification and another entity or entities. In determining whether an
14 affiliation exists, the Program Director shall consider factors including, but
15 not limited to, common ownership, common management, common
16 control, and contractual relationships (to the extent they demonstrate
17 affiliation). *Affiliated entities* must be considered together (in terms of
18 gross receipts and the personal net worth of the owners) in determining
19 whether a business is eligible for certification under this section.

20 (2) *Bidder* means an individual or business entity that responds to a
21 competitive solicitation advertised pursuant to the Broward County
22 Procurement Code.

23 (3) *Continuous operating presence* means a business entity with a current
24 business tax receipt issued by Broward County, which has a physical

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
 underscored type are additions.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

business address located within the geographical limits of Broward County in an area zoned for the conduct of such business, and which has, as determined by the Program Director, sufficient full-time employees in Broward County to perform all required work in connection with contracting opportunities covered by this section.

(4) *Contractor* means one who participates, through a contract or subcontract (at any tier), in a County contract or other County procurement opportunity.

(5) *County Business Enterprise or CBE* means a business entity certified by the County as meeting all of the following criteria:

a. Does not (combined with any and all affiliated entities) have in excess of \$5 million in average annual gross revenue calculated over the previous three (3) calendar years. These maximum average gross revenue figures shall be indexed annually commencing October 1, 2009, using the Council for Community and Economic Research's ACCRA Cost of Living Index as applied to Broward County;

b. No person with an ownership interest (direct or indirect, legal or beneficial) in the entity (or in any affiliated entity) has a personal net worth exceeding \$750,000; and

c. Has a continuous operating presence in Broward County.

(6) *Personal net worth* means the net value of the assets of an individual after total liabilities (not including contingent liabilities) are deducted. For purposes of CBE certification, an individual's personal net worth does not include the individual's ownership interest in any CBE applying for or

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

1 certified by the County or the Individual's net equity in his or her primary
2 place of residence.

3 (7) *Subcontracting possibilities* means that a contract contains discreet
4 scopes of work that a prime contractor, in the normal and customary
5 course of business, would utilize subcontractors to perform.
6 Subcontracting possibilities may not be created by forcing a prime
7 contractor to subcontract work that would normally be performed by
8 the prime contractor in the context of the particular contract.

9 (c) Discriminatory actions forbidden. No person or entity shall be denied
10 CBE certification on the basis of race, color, sex, religion, national origin, disability,
11 age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and
12 expression.

13 **Sec. 1-81.2. Administrative requirements.**

14 (a) Required CBE Contract Language. Each County contract that contains
15 CBE requirements (and each subcontract the prime contractor executes in connection with
16 that County contract) shall include the following assurance: "No party to this contract
17 may discriminate on the basis of race, color, sex, religion, national origin, disability,
18 age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity
19 and expression in the performance of this contract. The contractor shall comply with
20 all applicable requirements of the Broward County CBE Program in the award and
21 administration of this contract. Failure by the contractor to carry out any of these
22 requirements shall constitute a material breach of contract, which shall permit the
23 County to terminate the contract or to exercise any other remedy provided under the
24 contract, under the Broward County Code, or under applicable law, all of which

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

1 remedies being cumulative."

2 (b) CBE Program Leadership. The Program Director of the CBE program shall
3 be the Director of the Broward County Office of Equal Opportunity.

4 (c) Establishment of CBE Directory. The Program Director shall maintain a
5 directory listing all certified CBEs. The listing shall include the entity's address, phone
6 number, and the type(s) of work the entity has been certified to perform as a CBE.
7 The directory shall be revised monthly, and shall be made available to contractors and
8 the public upon request.

9 (d) Whenever adjustments to criteria for CBE eligibility and adjustments to
10 the cumulative CBE goal (as referenced below) are made, they shall be promptly
11 published by the Program Director on the Small Business Development Division website:
12 <http://www.broward.org/smallbusiness>.

13 **Sec. 1-81.3. Goals; Reserves.**

14 (a) Establishment of Cumulative CBE Goal. A cumulative goal of twenty-five
15 percent (25%) participation by CBE firms in all County contracts not subject to other
16 participation goals (e.g., federal DBE program; the County's sheltered market program)
17 is hereby established. This cumulative goal may be adjusted by the Board of County
18 Commissioners effective October 1 of any year. If the Program Director determines that
19 an adjustment to the cumulative goal is appropriate based on available data, the Director
20 shall present written justification for the proposed adjustment to the Board by August 15
21 of the applicable year.

22 (b) Contract goals shall be established as follows:

23 (1) Unless the Program Director determines that no CBE goal should be set
24 on a contract for the reasons set forth below, the Program Director shall

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscoring type are additions.

- 1 establish CBE goals on each contract identified in subpart (a) above in a
2 manner designed to ensure that, for each fiscal year, the cumulative CBE
3 goal then in effect is achieved as closely as practicable.
- 4 (2) If no eligible Small Business Enterprise ("SBE") is selected for award of a
5 contract initially solicited under the County's sheltered market program, the
6 Program Director shall review that solicitation to determine whether a CBE
7 goal should be established.
- 8 (3) A CBE goal is not required to be set for each contract, and goals set on
9 any given contract may be higher or lower than the cumulative CBE
10 goal, depending on factors including whether subcontracting
11 possibilities are available and the extent of those opportunities, the
12 capacity and availability of CBEs to perform the work required under
13 the particular contract, and CBE participation on other contracts.
- 14 (4) The criteria used and calculations performed to establish each contract goal,
15 or the rationale for deciding not to establish a goal for a particular contract,
16 shall be maintained in writing by the Program Director or designee.
- 17 (5) Either the Program Director or the Board of County Commissioners may
18 waive the application of any CBE contract goal when either determines that
19 such waiver would be in the best interest of the County.
- 20 (6) In those contracts in which no CBE goal is set, the contract shall contain
21 language stating that, although no CBE goal has been set, the County
22 encourages contractors to give full consideration to the use of CBE firms to
23 perform work under the contract.
- 24 (c) Reserves. When all conditions identified in subpart (2) below are met, a

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

1 specific portion of a project may be reserved for participation by CBEs.

2 (1) Solicitations Involving Reserves. When a CBE reserve is established in
3 connection with a County solicitation, CBEs and non-CBEs may respond to
4 the solicitation. If CBEs are available with capacity to perform the reserved
5 work, the reserved work will be awarded to a CBE (consistent with all
6 applicable terms and conditions of the County's Procurement Code). To the
7 extent CBEs with sufficient capacity are not available to perform the
8 reserved work, non-CBEs may be awarded that work. The non-reserved
9 portion of the solicitation shall be open to award to either CBEs or non-
10 CBEs. If no CBEs with capacity to perform the work respond to the
11 solicitation, the full value of the project may be awarded as if no reserve had
12 been established.

13 (2) Required Conditions for Establishing CBE Reserve. No CBE reserve may
14 be established unless all of the following conditions are met:

15 a. There is a documented absence of subcontracting possibilities, and
16 such absence is expected to preclude CBE participation in an
17 awarded contract;

18 b. The Program Director has determined, after consultation with the
19 Purchasing Division, that unbundling or dividing a project into
20 separate contracts for the purpose of reserving one (1) or more of
21 the unbundled contracts to CBE firms is commercially practicable
22 and is not expected to materially increase the overall cost of the
23 project; and

24 c. Because of actual and projected CBE participation during the

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

1 relevant fiscal year, the Program Director has determined that a
2 reserve is necessary to meet the cumulative CBE goal.

3 **Sec. 1-81.4. Satisfaction of CBE goals; good faith effort.**

4 (a) Any bid or offer made by the bidder shall not be considered responsive
5 unless the bidder meets the CBE goal established for the contract or demonstrates good
6 faith effort to meet the CBE goal.

7 (b) In order to meet the CBE goal of a contract, the bidder must submit the
8 following information:

9 (1) The names and addresses of each certified CBE that will participate in the
10 contract;

11 (2) A description of the work that each certified CBE will perform;

12 (3) The dollar amount of the participation each certified CBE will receive
13 under the contract, together with the percentage of the total contract
14 represented by that dollar amount;

15 (4) Written documentation, in form acceptable to the County's Small Business
16 Development Division, of the bidder's commitment to use each certified CBE
17 whose participation the bidder submits to meet the contract goal; and

18 (5) Written confirmation (in form acceptable to the County's Small Business
19 Development Division) from each certified CBE that it will participate in the
20 contract as provided above.

21 (c) The bidder must present the above information as follows:

22 (1) Under sealed bid procedures, the information must be provided with the
23 sealed bid response; or

24 (2) Under requests for letters of interest or requests for proposals, the

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

1 information must be provided with the initial letter of interest or proposal.

2 (d) Notwithstanding the timeframes stated in paragraph (c) immediately above,
3 if the documentation submitted by the bidder demonstrates that the bidder attempted to
4 comply with the CBE goal but failed for some technical reason, such as submitting
5 incomplete information or documentation, the bidder shall not be deemed non-responsive
6 provided the bidder cures the problem within three (3) business days after notification from
7 the County that such problem exists.

8 (e) Each contract setting a CBE goal shall provide that:

9 (1) A prime contractor may not terminate for convenience a certified CBE
10 listed as a subcontractor in the prime contractor's bid or offer without
11 the County's prior written consent, which consent shall not be
12 unreasonably withheld.

13 (2) When a certified CBE subcontractor is terminated for any reason, including
14 for cause, the prime contractor shall make good faith efforts to find another
15 certified CBE to perform the work due to be performed by the original CBE.
16 The prime contractor acknowledges that any failure to meet its obligation
17 under this paragraph shall constitute a material breach of contract.

18 (3) If the prime contractor fails to comply with the requirements of the County
19 Business Enterprise Act of 2009, the County may exercise any
20 administrative remedies provided by the Business Opportunity Act of 2004,
21 or any other right or remedy provided in the contract or under applicable
22 law, with all of such rights and remedies being cumulative.

23 (f) In determining whether a certified CBE bidding for a prime contract has
24 met the contract goal, the amount of contract participation by the bidding CBE shall be

Coding: ~~Words in struck-through type~~ are deletions from existing text. Words in
underlined type are additions.

1 included in calculating total CBE participation under the contract.

2 (g) **Determination of Good Faith Effort by Bidder.**

3 (1) A bidder shall not be determined non-responsive and shall not be denied
4 award of a contract due to the failure of a bidder to meet the assigned
5 contract goal if the bidder timely (as provided in subparts (c) and (d)
6 above) provides documentation demonstrating, as determined by the
7 Program Director, the bidder's good faith effort to meet the goal. In
8 making such determination, the Program Director shall consider the
9 quality, quantity, and extent of the various efforts that the bidder has made
10 to meet the goal.

11 (2) The efforts to be considered by the Program Director include, but are not
12 limited to:

13 a. Soliciting through activities such as attendance at pre-bid meetings,
14 advertising, or written notices, the interest of certified CBEs (or
15 CBEs eligible for certification) that have the ability and capacity to
16 perform the contract work. The bidder must solicit this interest in a
17 timely manner to allow the CBEs to respond to the solicitation.
18 The bidder must take appropriate steps to follow up initial
19 solicitations of CBE firms.

20 b. Identifying the portions of the contract that could reasonably be
21 performed by a CBE in order to increase the likelihood that the
22 CBE goals will be achieved. This may include, where appropriate
23 and commercially practicable, separating contract work items into
24 segments more appropriate for participation by CBEs.

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

- c. Providing each interested CBE with adequate information about the plans, specifications, and requirements of the contract in a timely manner.
 - d. Negotiating in good faith with each interested CBE. Evidence of such negotiation includes the names, addresses, and telephone numbers of CBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why an agreement could not be reached with an interested CBE to perform the work. The fact that there may be some additional costs involved in subcontracting with CBEs is not in itself sufficient reason for a bidder's failure to meet the contract CBE goal, as long as such additional costs are reasonable. The determination of whether additional costs are reasonable shall be made jointly by the Purchasing Director (or designee) and the Program Director (or designee), with any disagreement resolved by the County Administrator or designee.
 - e. Rejecting a CBE as being unqualified for participation only after diligently investigating the CBE's capabilities and documenting the sound reasons justifying such rejection (with such documentation to be provided to the Program Director).
- (3) In determining whether a bidder has made a good faith effort, the County may take into account the response of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in underscored type are additions.

1 meet the contract goal, but others meet it, it is proper to question whether,
2 with additional reasonable efforts, the apparent successful bidder could
3 have met the goal. If the apparent successful bidder fails to meet the
4 goal, but meets or exceeds the average CBE participation obtained by
5 other bidders, this may be viewed, in conjunction with other factors, as
6 evidence of the apparent successful bidder having made a good faith
7 effort.

- 8 (4) Monitoring CBE Participation. The Program Director shall implement
9 procedures to monitor actual CBE participation.

10 **Sec. 1-81.5. Certification and compliance.**

11 (a) Certification Standards for CBE Firms.

- 12 (1) The Small Business Development Division (the "Division") shall
13 determine whether an entity is eligible for CBE certification. The
14 Division shall maintain all records of CBE application and certification.
15 Firms currently certified by the Division as CDBEs (under the predecessor to
16 this section) shall be deemed certified CBEs until the date their certification
17 as a CDBE would have expired.

- 18 (2) A business entity applying for CBE certification shall provide to the
19 Division documentation demonstrating that it meets the eligibility criteria,
20 in the form prescribed by the Division.

- 21 (b) Review of CBE Eligibility Criteria. The Program Director shall periodically
22 review and, if necessary, recommend to the Board of County Commissioners
23 adjustments to the criteria for CBE certification.

24 (c) Standards for Determining Ownership and Control of a Business Entity.

Coding: Words in struck-through type are deletions from existing text. Words in
underscoring type are additions.

1 (1) The County Administrator shall establish and adopt standards to determine
2 whether a business entity applying for CBE certification meets the
3 ownership and control criteria. The standards shall also identify the
4 appeals process to be utilized for denials or revocations of CBE
5 certification. The standards shall be adopted within one hundred and
6 eighty (180) days of the effective date hereof and may be subsequently
7 amended by the County Administrator to effectuate the purposes of the CBE
8 program.

9 (2) Until the standards for determining ownership and control of a business
10 entity are adopted, the determination of ownership and control shall be
11 made in accordance with the administrative procedures governing the
12 Small Business Enterprise Program, under Administrative Order 862, the
13 County's Administrative Order implementing the Business Opportunity Act
14 of 2004.

15 (d) CDBE Goals in Executory Contracts. All CDBE goals in effect upon the
16 enactment hereof shall remain in full force and effect.

17 Section 2. SEVERABILITY.

18 If any portion of this Ordinance is determined by any Court to be invalid, the
19 invalid portion shall be stricken, and such striking shall not affect the validity of the
20 remainder of this Ordinance. If any Court determines that this Ordinance, or any portion
21 hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies),
22 or circumstance(s), such determination shall not affect the applicability hereof to any
23 other individual, group, entity, property, or circumstance.

24 Section 3. INCLUSION IN CODE.

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

1 It is the intention of the Board of County Commissioners that the provisions of
2 this Ordinance shall become and be made a part of the Broward County Code; and that
3 the sections of this Ordinance may be re-numbered or re-lettered and the word
4 "ordinance" may be changed to "section," "article," or such other appropriate word or
5 phrase in order to accomplish such intentions.

6 Section 4. EFFECTIVE DATE.

7 This Ordinance shall become effective as provided by law.

8
9 ENACTED June 23, 2009

10 FILED WITH THE DEPARTMENT OF STATE June 29, 2009

11 EFFECTIVE June 29, 2009
12

13 PURPOSE: The purpose of this Ordinance is to repeal in its entirety Section 1-81
14 of the Broward County Code of Ordinances relating to Community Disadvantaged
15 Business Enterprises and replace it with the County Business Enterprise Act of 2009,
16 relating to and governing County Business Enterprises.
17
18
19
20
21
22

23 AJM/mm
24 06/24/09
CBE Ordinance.doc.
09-445

Coding: Words in ~~struck-through~~ type are deletions from existing text. Words in
underscored type are additions.

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: July 19, 2011

Agenda Item 5

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN AGREEMENT AMONG BROWARD COUNTY, THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF POMPANO BEACH FOR PROGRAMMING, DESIGN AND CONSTRUCTION OF LIBRARY FACILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why: Pompano Beach City/CRA Interlocal Agreement with Broward County for Programming, Design and Construction of a new Public Library Facility.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Negotiations with Broward County
- (2) Primary staff contact: Neil Fritz Ext. 4046
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER
City Public Works		Approval	

- CRA Executive Director
- CRA Director
- Finance Director



ACTION PREVIOUSLY TAKEN BY CRA BOARD:

Resolution Results:	Consideration Results:	Other: Results:
_____	_____	_____
_____	_____	_____
_____	_____	_____



MEMORANDUM

July 19, 2011

TO: Pompano Beach CRA Board/City of Pompano Beach City Commission

THRU: Chris Brown, Co-CRA Executive Director, RMA, LLC
Kim Briesemeister, Co-CRA Executive Director, RMA, LLC
Dennis Beach, City Manager
Rob McCaughan, Public Works Director

FROM: Neil Fritz, CRA Project Manager – Downtown Pompano

Issue

Pompano Beach City/CRA Interlocal Agreement with Broward County for Programming, Design and Construction of a new Public Library Facility.

Background

In October 2007, the City of Pompano Beach and Broward County entered into an Interlocal Agreement for Conveyance of Land for Public Library from the City of Pompano Beach to Broward County for the express purpose of the construction and operation by the County of approximately 30,000 square feet; generally located adjacent to Pompano Beach City Hall. The new Public Library would replace the existing facility leased and operated by the County at 1213 East Atlantic Boulevard..

In December 2008, the City and County approved a First Amendment to the Agreement providing additional time (until December 2009) for the City to complete necessary site assessment tasks and for the City and County to resolve site issues.

In December 2009, the City and County approved a Second Amendment to the Agreement providing additional time (until December 2011) for City to complete necessary site assessment tasks and City and County to resolve site issues.

In April 2010, Pompano Beach CRA staff began to meet with Broward County staff to discuss a possible new Interlocal Agreement providing that the CRA and City would

CRA

POMPANO BEACH

program, design and construct a Library Facility for Broward County. In order to increase the impact of the project, CRA staff suggested the possibility of constructing a second floor of the facility for possible use by the City as a cultural center. In August, a new conceptual site plan was created, presenting the possibility of siting the Library Facility on a new public square in a Civic Campus. In addition, a draft Interlocal Agreement was created for preliminary review.

In September, a meeting was held with County Commissioner Kristin Jacob, County Administrator Bertha Henry, City Manager Dennis Beach, CRA Co-Executive Director Kim Briesemeister, and staff from Broward County, City of Pompano Beach, and Pompano Beach CRA in order to present and review preliminary concepts. During the meeting, CRA and County staff members were given direction to schedule formal negotiating meetings in October.

At the first meeting in October, County staff informed the CRA team that the County wished to pursue an Interlocal Agreement that would result in the County leasing the new Library Facility from the City. The preliminary draft had anticipated that the County would own the facility and that the City would convey a parcel of land on which the facility would be constructed. The change necessitated fundamental revision of the Interlocal Agreement and the creation of a Lease for the Library Facility.

CRA, City, and County staff have met since October 2011 to negotiate a new Interlocal Agreement, Lease, and Work Letter for the project. Negotiations resulted in the following provisions:

- The proposed Agreement replaces in its entirety the former Agreement between the County and the City, dated October 09, 2007, as twice amended;
- The City presently owns and intends to develop as a Civic Campus those certain vacant real properties within its corporate limits described in Exhibit 1 of the Interlocal Agreement
- The County has budgeted and appropriated Seven Million Two Hundred Thirty-Three Thousand Two Hundred Sixty-Four Dollars (\$7,233,264) for design, programming and construction in the City of Pompano Beach of an approximately 25,000 to 30,000 gross square foot public library together with one hundred thirty (130) dedicated parking spaces.
- The City may desire to fund and construct an approximately 25,000 to 30,000 gross square foot second floor onto the Library Facility building to be utilized by

CRA

POMPANO BEACH

the City as the Pompano Beach Cultural Center (“PBCC”) in a manner at all times compatible with the Library Facility use;

- The CRA and City have agreed to program, design and construct the Library Facility and the proposed PBCC, either or both of which singularly or collectively constitute the “Project”; and
- The County has no objection to the foregoing PBCC construction and cultural use provided the City has formally budgeted and approved the funding required to program, design and construct the PBCC prior to the Phase II Design Development for the Library Facility, as described in the Work Letter for Design and Construction Services.

The Interlocal Agreement, incorporating the proposed Lease and Work Letter are included for your consideration. Approval of the lease is in substantial form. The actual lease would be signed upon completion of construction, at which time the lease for the existing library would be terminated.

RESOLUTION NO. 2011-72

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN AGREEMENT AMONG BROWARD COUNTY, THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF POMPANO BEACH FOR PROGRAMMING, DESIGN AND CONSTRUCTION OF LIBRARY FACILITY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That an Agreement among Broward County, the Pompano Beach Community Redevelopment Agency and the City of Pompano Beach, for programming, design, and construction of Library Facility, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper officials are hereby authorized to execute said Agreement among Broward County, the Pompano Beach Community Redevelopment Agency and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 19th day of July, 2011.



LAMAR FISHER, CHAIRPERSON

ATTEST:



MARGARET GALLAGHER, SECRETARY

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT AMONG BROWARD COUNTY, THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF POMPANO BEACH FOR PROGRAMMING, DESIGN AND CONSTRUCTION OF LIBRARY FACILITY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement among Broward County, the Pompano Beach Community Redevelopment Agency and the City of Pompano Beach, for programming, design, and construction of Library Facility, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper officials are hereby authorized to execute said Agreement among Broward County, the Pompano Beach Community Redevelopment Agency and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 19th day of _____ July, 2011.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

FP/ds
7/14/11
l:reso/2011-356