



## INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR THE BROWARD COUNTY ADMINISTERED PUBLIC ART PROGRAM

This Interlocal Agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and City of Hollywood, a Florida municipal corporation (“City”). (each a “Party” and collectively referred to as the “Parties”).

### RECITALS

A. The Broward County Cultural Division administers a municipal public art program for the commission of artwork for the County and has knowledge and expertise in the creation and implementation of such public art programs.

B. City desires to engage County to perform certain services in connection with the administration and/or creation of its municipal public art program.

C. The Parties desire to enter into this Agreement whereby County, through its Cultural Division, will perform certain services associated with the creation and/or administration of City’s public art program in exchange for a fee for such services.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **City Commission** means the governing body of City.
- 1.4. **City Manager** means the administrative head of City appointed by the City Commission.
- 1.5. **Code** means the Broward County Code of Ordinances.
- 1.6. **Contract Administrator** means the Director of the Cultural Division, the Assistant Director of the Cultural Division, or such other person designated by the Director of the Cultural Division in writing.
- 1.7. **Notice to Proceed** means a written authorization issued by the Contract Administrator to proceed with a project, phase, or task.
- 1.8. **Public Art Program** means City’s public art program.

1.9. **Project** means artwork commissioned on behalf of City’s Public Art Program.

1.10. **Services** means all work required of County under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as Exhibit A.

**ARTICLE 2. EXHIBITS**

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>

**ARTICLE 3. SCOPE OF SERVICES**

3.1. Scope of Services. County shall perform all Services, including, without limitation, the work specified in Exhibit A (the “Scope of Services”).

**ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. Term. This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues through September 30, 2027 (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Renewal Term(s), and any Extension, as those terms are defined in this article, are collectively referred to as the “Term.”

4.2. Renewals. County may renew this Agreement for up to one (1) additional one (1) year terms (each a “Renewal Term”) on the same rates, terms, and conditions stated in this Agreement by sending written notice to City at least thirty (30) days prior to the expiration of the then-current term. The Contract Administrator is authorized to exercise any Renewal Term(s), and notice of same to City by electronic mail alone shall be effective and sufficient.

4.3. Extension. If the Contract Administrator determines, in their sole discretion, that unusual or exceptional circumstances render the exercise of a Renewal Term not practicable, or that no Renewal Term remains available and expiration of this Agreement would result in a gap in necessary Services, then the Contract Administrator may extend this Agreement for one or more periods not to exceed three (3) months in the aggregate (“Extension”) on the same rates, terms, and conditions as existed at the end of the then-current term. The Contract Administrator may exercise the Extension by written notice to City at least thirty (30) days prior to the end of the then-current term stating the duration of the Extension. The Extension must be within the authority of the Contract Administrator or otherwise authorized by the Board.

4.4. Time of the Essence. Time is of the essence for both Parties’ performance of the duties, obligations, and responsibilities required by this Agreement.

**ARTICLE 5. COMPENSATION**

5.1. Maximum Amounts. For all Services provided under this Agreement, City will pay County up to a maximum amount as follows:

Categories	Not-To-Exceed Amount
Phase 1	\$35,000
Phase 2	\$14,999
<b>TOTAL</b>	<b>\$49,999</b>

5.2. Method of Billing and Payment. County shall invoice City for completed Services in accordance with Exhibit B. City shall pay County for each submitted invoice within thirty (30) days after receipt.

## **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

6.1. Representation of Authority. Each Party represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of such Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that such Party has with any third party or violates Applicable Law. Each Party further represents and warrants that execution of this Agreement is within such Party's legal powers, and each individual executing this Agreement on behalf of such Party is duly authorized by all necessary and appropriate action to do so on behalf of such Party and does so with full legal authority.

6.2. Contingency Fee. City represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for City, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for City, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.3. Claims Against City. City represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of City, threatened against or affecting City, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of City to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of City or on the ability of City to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.4. Verification of Employment Eligibility. City represents that City has registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

6.5. Warranty of Performance. City represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required,

licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. City represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.6. Prohibited Telecommunications. City represents and certifies that City does not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

## **ARTICLE 7. INDEMNIFICATION**

To the greatest extent permitted under Florida law, City shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part by: (a) any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement; or (b) any act or omission by an Indemnified Party in the course and scope of this Agreement (including, without limitation, matters associated with a Project, an artist selected or not selected for a Project, the artwork selected or not selected for a Project, or the selection process for an artist/artwork), except for acts or omissions resulting from an Indemnified Party's sole negligence or intentional misconduct (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

City agrees and acknowledges that County's providing to City of form and template agreements and documents (e.g., County's template agreement for commissioned artwork, Call to Artists, etc.) (collectively, "Form Documents"), are solely for City's convenience. County's use of these form or template documents for its own public art program does not constitute a legal opinion, including without limitation as to the legal sufficiency of these documents, or their appropriateness for use by City or any third party, and City holds County harmless from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, or in any way relating to or arising from, City's election to use any of the Form Documents (or sections thereof).

## **ARTICLE 8. INSURANCE**

8.1. County is a self-insured governmental entity subject to the limitations set forth in Section 768.28, Florida Statutes, and, upon request by City, shall provide City with written verification of liability protection in accordance with state law. If City is a self-insured governmental entity, it shall, upon request by County, provide County with written verification of liability protection in accordance with state law.

8.2. If City is not self-insured, then City shall maintain all policies of insurance requested by County in an amount deemed necessary by County, in its reasonable discretion, necessary to satisfy City's indemnification obligations stated in this Agreement. Notwithstanding anything contained in this paragraph to the contrary, City's liability shall not exceed the limits of liability provided for in Section 768.28, Florida Statutes, as amended.

## **ARTICLE 9. TERMINATION**

9.1. Termination for Cause. 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 receipt of written notice from the aggrieved Party identifying the breach.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and City shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience, with at least thirty (30) days written notice, by either Party by action of the Board or City Manager. If either Party erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause. Each Party acknowledges that it has received good, valuable, and sufficient consideration for its right to terminate this Agreement for convenience in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by City pursuant to this section, County shall be paid for any Services properly performed through the termination date specified in the written notice of termination.

9.3. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, each Party shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to City’s failure to comply with any term(s) of this Agreement.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY**

10.1. City and County shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. City and County shall include the foregoing or similar language in its contracts with all subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

#### **ARTICLE 11. MISCELLANEOUS**

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with City to manage and supervise the performance of this Agreement. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by City specifically for County in connection with performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and shall provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. City represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in this Agreement. City must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of this Agreement. Any compensation due to City may be withheld until all Documents and Work are provided as set forth herein.

11.3. Public Records. Each of the Parties is a public entity required to comply with Florida's Public Records Act, and each shall fulfill all required obligations under Chapter 119, Florida Statutes. If a public records request is directed to a Party, that Party shall be responsible for responding to such public records request. If a Party receiving a public records request seeks records from the other Party to respond to the public records request, the other Party will provide any responsive public records so as to enable the Party that received the public records request to respond as required.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FOLLOWING: FOR MUNICIPALITY INQUIRIES TO COUNTY: (954) 357-7532, LREKOW@BROWARD.ORG, 100 S. ANDREWS AVE, 6<sup>TH</sup> FLOOR, FORT LAUDERDALE, FLORIDA 33301. FOR COUNTY INQUIRIES TO MUNICIPALITY: (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, CITY OF HOLLYWOOD, P.O. BOX 229045, HOLLYWOOD, FLORIDA 33022-9045.**

11.4. Regulatory Capacity. Notwithstanding the fact that each Party to this Agreement is a political subdivision with certain regulatory authority, each Party's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County or City exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to Party's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to this Agreement.

11.5. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

11.6. Third-Party Beneficiaries. Neither City nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.7. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Cultural Division  
Attn: Broward Cultural Division Director  
100 S. Andrews Avenue  
Fort Lauderdale, Florida 33301-1829  
E-mail Address: [pdunlap@broward.org](mailto:pdunlap@broward.org)  
With simultaneous copy to: [lrekow@broward.org](mailto:lrekow@broward.org)

FOR CITY:

City of Hollywood, a Municipal Corporation of the State of Florida  
Attn: City Manager George R. Keller, Jr., CPPT  
2600 Hollywood Boulevard, Hollywood, Florida 33020  
E-mail Address: [GKELLER@hollywoodfl.org](mailto:GKELLER@hollywoodfl.org)

With simultaneous copy to:

Patricia A. Cerny, MMC, City Clerk: [PCERNY@hollywoodfl.org](mailto:PCERNY@hollywoodfl.org)  
Damaris Henlon, City Attorney: [DHENLON@hollywoodfl.org](mailto:DHENLON@hollywoodfl.org)  
Stephanie Tinsley, Director of Financial Services: [stinsley@HollywoodFL.org](mailto:stinsley@HollywoodFL.org)

11.8. Assignment. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.9. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, City is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. City must ensure that any use of generative artificial intelligence tools by City or its subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. City must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County'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 shall not be deemed a waiver of any subsequent breach and

shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.11. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), 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 affected Party shall first have taken reasonable steps to avoid and 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; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or prevent the exercise of any right either Party may otherwise have to terminate this Agreement.

11.12. Compliance with Laws. City and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

11.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to Applicable Law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.14. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.17. Law, 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City.

11.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.20. Payable Interest.

11.20.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.22. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.23. Use of County Name or Logo. City shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

(The remainder of this page is 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 by Board action on the 31<sup>st</sup> day of March, 2020 (Item #38); and City, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through  
its County Administrator

By: \_\_\_\_\_  
County Administrator

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
Javier Navas (Date)  
Assistant County Attorney

JN  
City of Hollywood Public Art ILA  
08/21/2025  
#1184322.1

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR THE  
BROWARD COUNTY ADMINISTERED PUBLIC ART PROGRAM**

CITY

City of Hollywood

ATTEST:

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

City Manager  
George R. Keller, Jr., CPPT

\_\_\_\_\_  
City Clerk  
Patricia A. Cerny, MMC

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

\_\_\_\_\_  
Damaris Henlon, City Attorney

## **Exhibit A Scope of Services**

### 1. Summary of Services and Components:

County will provide consulting services to City towards the creation of a Public Art and Design Master Plan (“Master Plan”). As part of this consulting process, County’s Cultural Division (“Cultural Division”) shall produce: (1) a Master Plan for City with an introductory narrative about the importance of Public Art and Design in placemaking; (2) a photographic and descriptive listing of specific locations and types of art that the City may wish to consider as part of its Public Art Master Plan; (3) proposed private developer guidelines, in alignment with City’s Public Art Ordinance; and (4) the design, layout and delivery of a finished digital product in PDF form.

The Master Plan shall include the following components:

- Executive summary
- Background: The City of Hollywood as Cultural Hub
- Introduction
- Intent and Purpose
- Plan creation overview (stakeholder engagement, survey)
- Benefits of public art and design (economic, social, health)
- Definitions
- Vision and goals (including value propositions)
- Types of public art and design
- Location opportunities (with input from community)
- Implementation, Administration and Management
- Commissioning Public Art and Design Projects
- Deaccession
- Donation policy
- Private developer approval process
- Caring for the Collection: Conservation and Maintenance procedures
- Artwork loans
- Contracts and Insurance
- Nexus and transportation surtax implications and opportunities
- Conclusion
- Appendix:
  - Look Book

Internal resources to be provided by Cultural Division:

- "Call to Artists" template
- Digital Survey / Charette Template
- Recommendations for Risk Management guidelines
- Presentation to City Commissioners

Design and Delivery Services:

- Design and Layout
- Infographics
- Digital delivery of web-ready PDF, hi-res PDF, Word documents, Infographics

City shall provide County with the following:

- Existing Ordinance
- Base mapping, schematics, locations, descriptions for city and neighborhood Opportunities
- Collated information from City-held community charettes
- Collated information from digital surveys
- Site photography of potential locations for Opportunities
- Look Book

2. Phase 1: Information Gathering Templates, Research, Draft Texts

Cultural Division staff time shall not exceed 250 hours for this phase.

The Cultural Division will provide digital survey and charette template for stakeholder engagement led by the City. The Cultural Division will review City Ordinance. The Cultural Division will provide a presentation to City Commissioners on the economic and social impacts of investing in Public Art (also possible to conduct at end of phase two). In Phase 1, the Cultural Division will provide Draft Master Plan Component texts for editorial review by City - except for final Plan Creation Overview, Executive Summary, Opportunities section and Conclusion - to be finalized by City.

Phase 1 Timeline	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
------------------	---------	---------	---------	---------	---------	---------	---------	---------	---------

The Cultural Division will review relevant ordinance, and provide draft Guideline Recommendations for City review.		X							
The City will photograph City sites, documenting areas of potential opportunities, and provide maps.		X							
The Cultural Division will provide digital survey and charette templates for information gathering by City.		X							
City will conduct digital surveys, in-person stakeholder interviews, and charettes.			X						
The Cultural Division will deliver draft texts for review by City, with exception of Plan Creation Overview, Opportunities, Executive Summary and Conclusion.			X						

**3. Phase 2: Organization of Collated Engagement Materials, Final Sections, Infographics, Editorial Review, Design and Layout, Final Product Delivery**

City will provide the Cultural Division with the list, description, and photography of opportunities according to location and type, collated information from community charettes, digital surveys, and in-person interview materials. The Cultural Division will write Plan Creation Overview, Executive Summary and Conclusion for review by City. Additionally, the Cultural Division will create infographics and edit photographic materials for Opportunities section. City will provide editorial reviews of all draft word documents through comments and track changes.

The Cultural Division will respond to edits and provide all final texts for final City approval. Upon final City approval of texts, the Cultural Division will design and layout Master Plan and provides to City for final proofing and approval. Digital Master Plan (PDFs: High Resolution and Web-ready), Final Texts (Microsoft Word), Images, Infographics, shall be delivered to City by the Cultural Division.

<b>Phase 2 Timeline</b>	<b>Month 1</b>	<b>Month 2</b>	<b>Month 3</b>	<b>Month 4</b>	<b>Month 5</b>	<b>Month 6</b>	<b>Month 7</b>	<b>Month 8</b>	<b>Month 9</b>
City will provide collated information from charettes, location and type opportunities, photography, digital survey results, and interview materials.				X					
The Cultural Division will finalize Executive Summary, Conclusion, Plan and Creation Overview, for review by the City.					X				
City will provide final editorial review and comments of all master plan component texts.						X			
The Cultural Division will make final editorial changes, produce infographics, and forwards to City for final approval.							X		
Cultural Division will finalize Design and Layout components and forward to City for final proofing and approval.								X	X

City will have the opportunity for one internal review of texts for each phase of deliverables, as well as one final review. The project timeline will begin upon execution of this Agreement.

## **ASSIGNEES**

Cultural Division Assignees:

Phillip Dunlap, Director  
Cultural Division  
[pdunlap@broward.org](mailto:pdunlap@broward.org)

Lea Rekow  
Public Art and Design Administrator, County Project Lead  
[Irekow@broward.org](mailto:Irekow@broward.org)

Meredith Clements  
Manager of Business Development and Cultural Division Marketing  
[mclements@broward.org](mailto:mclements@broward.org)

Ari Rothenberg  
Public Information Specialist, Graphic Design and Layout  
[arothernberg@broward.org](mailto:arothernberg@broward.org)

City of Hollywood Assignees:

Anand Balram  
Planning Manager  
Development Services | Planning and Urban Design  
Email: [ABALRAM@hollywoodfl.org](mailto:ABALRAM@hollywoodfl.org)  
Mobile: 954-657-1281  
Telephone: 754-329-0625

Cameron Palmer  
Principal Planner/Supervisor  
Development Services | Planning and Urban Design  
Email: [CPALMER@hollywoodfl.org](mailto:CPALMER@hollywoodfl.org)

Telephone:754-329-0554

Nicole Moyo

Planner III - Urban Design

Development Services | Planning and Urban Design

Email: nmoyo@HollywoodFL.org

Telephone: 754-329-0610

(The remainder of this page is intentionally left blank.)

**Exhibit B  
Payment Schedule**

County may, in its discretion, elect to invoice City for each Phase payment amount upon County's delivery or completion thereof, or County may elect to combine more than one phase into a single invoice.

<b>Phase</b>	<b>Summary Description (full description stated in Exhibit A)</b>	<b>Phase Payment</b>
1	Information Gathering Templates, Research, Draft Texts	\$35,000.00
2	Organization of Collated Engagement Materials, Final Sections, Infographics, Editorial Review, Design and Layout, Final Product Delivery	\$14,999.00
<b>TOTAL</b>		<b>\$49,999.00</b>