

PALM BEACH COUNTY
 BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: **October 20, 2020**

Consent Regular
 Ordinance Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

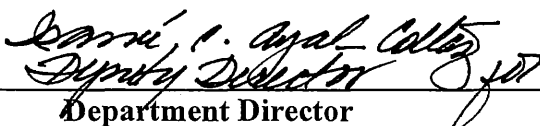
Motion and Title: Staff recommends motion to receive and file: an Agreement with J Cobb Group, to host Ribbit the Exhibition at Mounts Botanical Garden for a period of January 11, 2020 through May 31, 2020.

Summary: In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. Pursuant to PPM CW-F-072, Acquisition of Artwork, the attached Agreement, after review and approval by the County Attorney's office, has been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator or designee. The Agreement was for a temporary art exhibit entitled "Ribbit the Exhibit" at Mounts Botanical Garden, which was approved by the Palm Beach County's Art in Public Places Program. The donation for the Agreement was provided by the Friends of the Mounts Botanical Garden, Inc., and approved by the BCC on December 3, 2019 (R2019-1857). This executed document is now being submitted to the Board to receive and file. **(FDO Admin) Countywide (LDC)**

Background & Justification: PPM CW-F-072, which provided the authority for the County Administrator or designee to execute this type of agreement, was designed to establish quality control over and streamline the process for the acquisition of temporary or permanent artwork.

Attachments:

Agreement

Recommended By: MTB  9/17/20
Department Director Date

Approved By:  10/5/2020
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	\$50,000				
External Revenues	(\$50,000)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes _____ No _____
 Does this item include the use of federal funds? Yes _____ No _____

Budget Account No:
 Fund 1482 Dept 310 Unit 1408 Object 3401
 Fund _____ Dept _____ Unit _____ Revenue Source _____


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

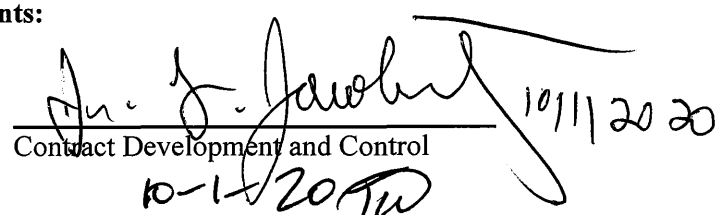
*there is no fiscal impact associated with this item

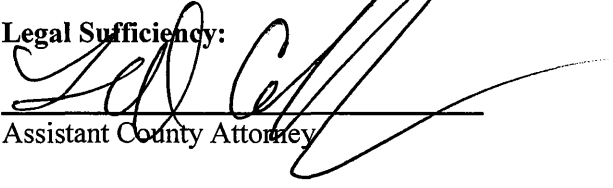
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 9/25/20
 OFMB
 9/24

 10/11/20
 Contract Development and Control
 10-1-20 TW

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**AGREEMENT
TO HOST RIBBIT THE EXHIBIT**

This Agreement ("Agreement") is made and entered into this day Dec 27, 2019 by and between J Cobb Group. ("COBB"), a North Carolina corporation, whose address is 117 Live Oak Drive, Wrightsville Beach and PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of Commissioners ("COUNTY"), together with the Friends of Mounts Botanical Garden, Inc. a Florida non-profit corporation (the "FRIENDS").

COUNTY desires to host and display COBB's Ribbit the Exhibit ("Exhibit") at the Mounts Botanical Garden of Palm Beach County (MOUNTS) whose address is 559 North Military Trail, West Palm Beach, FL, 33415. COBB desires to loan the Exhibit to COUNTY for outdoor placement at MOUNTS.

THEREFORE, the parties agree as follows:

1. Effective Date and Duration

This Agreement shall become effective and binding on the date the parties have signed this Agreement ("Effective Date"). Unless terminated, or extended, this Agreement shall expire upon complete de-installation and return of Exhibit but no earlier than May 31, 2020 and no later than June 10, 2020 ("Booking Period End Date").

2. Exhibition Dates

In accordance with **Appendix A**, which is attached hereto and incorporated herein by reference, the parties will install the Exhibit on the premises of COUNTY known as MOUNTS at 559 North Military Trail, West Palm Beach, FL, 33415. COUNTY agrees to display the Exhibit to MOUNTS' patrons from January 11, 2020 ("Commencement Date") through May 31, 2020 ("Closing Date"), unless otherwise terminated or extended. COUNTY must be prepared to accept delivery and store the pieces of the Exhibit as early as January 8th, 2020 ("Booking Period Start Date").

3. COBB's Obligations

3.1 Sculptures. COBB shall loan COUNTY the twenty-three (23) sculptures identified in **Appendix B** attached hereto and incorporated herein by reference ("Sculptures"). If COBB finds the integrity of any Sculpture identified in **Appendix B** inadequate for shipment and/or display, COBB may substitute such Sculpture with a sculpture of equal or greater value with the consent of the COUNTY, which consent will not be unreasonably withheld.

3.2 Scope of Services. During the term of this Agreement, COBB shall perform the services as set forth in **Appendix A**.

4. COUNTY's Obligations

4.1 Compensation. COUNTY agrees to pay COBB a total amount of FIFTY THOUSAND DOLLARS (\$50,000) as set forth in **Appendix A**. Payment shall be made in accordance with Florida's Local Government Prompt Payment Act, Section 218.70 *et seq.*, Florida

Statutes. The parties further recognize and acknowledge that this project is to be funded by a donation from FRIENDS, pursuant to its November 5, 2019 donation letter to COUNTY. A copy of this donation letter is attached hereto as **Appendix D**.

4.2 Scope of Services. During the term of this Agreement, COUNTY agrees to perform the services set forth in **Appendix A**.

4.3 Location. The COUNTY has identified locations for each sculpture as set forth in **Appendix E**. The COUNTY agrees to provide COBB with any relevant information on location needed for COBB to perform its duties under this Agreement when requested. The Sculptures will remain in the location designated by the COUNTY for the duration of the exhibition. The COUNTY agrees to contact COBB before moving any Sculptures, except during an emergency related to the public safety or the safety of the Sculptures.

5. Use of Names and Copyrighted Material

5.1 Ownership. COBB represents and warrants to COUNTY that it is the sole and legal copyright holder and sole and legal owner of the Sculptures. COBB further represents and warrants that none of the Exhibit, its content, or the use thereof does or will violate or infringe upon any patent, copyright, trademark or other intellectual property rights (including trade secrets) of any other person.

5.2 Use and Reproduction Rights. COBB also grants the right to the COUNTY and to MOUNTS to photograph and distribute photographs of the Sculptures solely for non-commercial public information purposes, including media releases, newsletters, websites and exhibition printed matter. It is agreed and understood by the parties that the Sculptures may be photographed or videotaped by the general public.

5.3 Promotional Efforts. COUNTY agrees to recognize on its websites and any social media outlets that COBB is the organization that created the Exhibit and loaned the Exhibit to COUNTY for display at MOUNTS. For actual advertising and promotional purposes of the Exhibit, COUNTY agrees to use the website <http://www.mounts.org> to encourage visitors to learn about the Exhibit at MOUNTS.

5.4. Promotional, Marketing and Educational Materials. If COBB provides marketing, promotional or educational materials to COUNTY, COBB will clearly mark and designate those materials that may be copied and distributed to the general public. If not marked by COBB as material that can be distributed to the public, the COUNTY will not share such materials with a third party without COBB' consent. Notwithstanding the foregoing, it is acknowledged that COUNTY is subject to Florida's Open Records Laws, including but not limited to the provisions of Chapter 119, Florida Statutes, and any release of records required by Florida's Open Records Laws shall not be in violation of this paragraph.

5.5 Credit. If COUNTY publishes, prints, or uses any image of the Sculptures in any form, COUNTY agree to credit COBB by printing on or below the image the exact sculpture name and artist/organization responsible for its creation as "Cobbstudio.com".

6. Merchandise

COBB shall not provide any merchandise to COUNTY during the term of this Agreement.

7. Liability and Insurance

7.1 Physical Damage to Sculptures

7.1.1 While Sculptures are in Transit. COBB will be responsible for any damage or loss to the Sculptures while the Sculptures are in transit until COBB has completed installation of the Sculptures at MOUNTS. COBB shall also be responsible for any loss or damage to the Sculptures upon de-installation at MOUNTS and during transit back to COBB.

7.1.2 While Sculptures are located at MOUNTS. While the Sculptures are in the care, custody, and control of the COUNTY, COUNTY shall take reasonable care to protect the Sculptures and shall provide security against theft or damage. COUNTY shall timely report any damage, regardless of cause, to COBB. COUNTY shall bear full responsibility for any loss or damage to the Sculptures up to a value of \$142,300.

7.2 Liability

7.2.1 COUNTY. Nothing herein shall service as a waiver of sovereign immunity. COUNTY is a political sub-division of the State of Florida subject to the limitations of Florida Statutes Section 768.28 as amended. COUNTY shall maintain a fiscally sound and prudent insurance program with regard to its responsibilities under this Agreement.

7.2.2 FRIENDS OF MOUNTS. FRIENDS shall maintain, throughout the term of the exhibit, Commercial General Liability insurance coverage with limits of at least \$1,000,000.00 (One Million Dollars) combined single limit for bodily injury and property damage each occurrence. FRIENDS shall include COBB as an Additional Insured on such policy and shall provide proof of insurance to COUNTY and, or COBB upon request.

7.2.3 COBB. COBB shall maintain, throughout the term of the exhibit, Commercial General Liability insurance coverage with limits of at least \$1,000,000.00 (One Million Dollars) combined single limit for bodily injury and property damage each occurrence. Upon request, COBB shall provide proof of such insurance to COUNTY.

8. Indemnity

COBB shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of COBB' performance of the terms of this Agreement or due to the acts or omissions of COBB.

The provisions of this Section 8 shall survive the termination or expiration of this Agreement.

9. Expiration/Termination

9.1 Termination Date. This Agreement expires upon the complete de-installation and return of Exhibit pursuant to Article 1. However, if either party violates any term or condition of this Agreement, or any federal or state law or regulation pertaining to or arising from this Agreement, the non-violating party may terminate the Agreement by giving written notice of default to the violating party. Once noticed, the violating party shall have fifteen (15) days to remedy the default. If the default is not remedied within fifteen (15) days, the non-violating party may terminate the Agreement.

9.2 Effect of Expiration/Termination.

9.2.1 Upon expiration or termination of Agreement, COUNTY shall: (1) surrender all loaned Sculptures to COBB; and (2) deliver any shared Work Product, such as signage with logos or educational materials with the name COBB on it which COUNTY helped generate, to COBB.

9.2.2 If termination results from COUNTY violating any terms or conditions of this Agreement, or any federal or state law or regulation pertaining to or arising from this Agreement, COUNTY shall: (1) surrender and return any shared Work Product generated and all loaned Sculptures to COBB; (2) deliver any shared Work Product generated to COBB; and (3) forfeit any money payments already made to COBB for the Exhibit. COBB shall make reasonable efforts to limit damages by finding a new hosting site for the Exhibit, but retains all legal remedies available to COBB with regard to COUNTY's breach.

9.2.3 If termination results from COBB violating any terms or conditions of this Agreement, COBB shall return unearned funds to COUNTY on a pro rata basis based upon the number of days the Exhibit was displayed compared to the number of days the Exhibit was to be displayed under the terms of this Agreement.

10. Successors and Assigns

The COUNTY, FRIENDS and COBB each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY, FRIENDS nor COBB shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other parties.

11. Remedies; No Third Party Beneficiaries

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY, FRIENDS and/or COBB.

12. Excusable Delays

Neither party shall be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of such party or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

13. Arrears

COBB and FRIENDS shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. COBB and FRIENDS further warrant and represent that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

14. Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of any party doing business with the COUNTY, including its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. Independent Contractor Relationship

COBB is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to COBB's sole direction, supervision, and control. COBB shall exercise control over the means and manner in which it and its employees perform the work, and in all respects COBB's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

COBB nor FRIENDS has the power or authority to bind the COUNTY in any promise, agreement or representation.

16. Contingent Fees

COBB warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COBB 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 COBB, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

17. Access and Audits

COBB and FRIENDS shall maintain adequate records related to all charges, expenses, and costs associated with the work under this Agreement for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents related to payments under this Agreement as required in this section for the purpose of inspection or audit related to this Agreement during normal business hours, at COBB's place of business with 30 days' advance written notice.

18. Nondiscrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, COBB and FRIENDS warrant and represent that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, COBB and FRIENDS represent and warrant that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, COBB and FRIENDS shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall COBB and FRIENDS retaliate against any person for reporting instances of such discrimination. COBB and FRIENDS shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. COBB and FRIENDS understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. COBB and FRIENDS shall include this language in its subcontracts.

19. Severability

If any term or provision or portion of a provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder

of this Agreement, or the application of such terms or provision, or portion of a provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision or portion of a provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

20. Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, COBB certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

21. Notice

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

FDO Director
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

With a copy to:

Ron Rice, Director
Palm Beach County Extension Service
Mounts Botanical Garden of Palm Beach County
559 North Military Trail
West Palm Beach, FL, 33415
561-233-1757

If sent to COBB, notices shall be addressed to:

James A. Cobb
J Cobb Group
117 Live Oak Drive
Wrightsville Beach, NC 11542

If sent to FRIENDS, notices shall be addressed to:

Carol Smith, President

Friends of the Mounts Botanical Garden, Inc.
1251 Gulfstream Way
Singer Island, Fl. 33404

22. Entirety of Contractual Agreement

The COUNTY, FRIENDS and COBB agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

23. Regulations

COBB shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. COBB is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

24. Scrutinized Companies

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, COBB certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, COBB certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by COBB, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

25. Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if COBB: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), COBB shall comply with the requirements of Section 119.0701, as it may be amended from time to time. COBB is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. COBB further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if COBB does not transfer the records to the public agency.

D. Upon completion of the Agreement COBB shall transfer, at no cost to the COUNTY, all public records in possession of COBB unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If COBB transfers all public records to the COUNTY upon completion of the Agreement, COBB shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If COBB keeps and maintains public records upon completion of the Agreement, COBB shall meet all applicable requirements for retaining public records. All records stored electronically by COBB must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of COBB to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. COBB acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF COBB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COBB' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411, OR BY E-MAIL AT FDORECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-233-5252.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf each of the parties hereto by the duly authorized representatives of each, as of the date first written above.

ATTEST:

By: [Signature]
FDO Fiscal Manager

PALM BEACH COUNTY

By: [Signature]
Director, FDO

Approved as to Form
And Legal Sufficiency:

By: [Signature]
Assistant County Attorney

Approved as to Terms and Conditions:

By: [Signature] for ETS
AIPP Administrator

WITNESS:

By: [Signature]
Signature

COBB:

By: [Signature]
James Cobb, President

Jetta Cobb
Print Witness Name

WITNESS:

Friends of Mounts Botanical Garden Inc.:

By: [Signature]
Signature

By: [Signature]
Carol Smith, President

Mallory Cotter
Print Witness Name

APPENDIX A
SERVICES AND FEE

Contact Persons

James Cobb
J. COBB Group
117 Live Oak Drive
Wrightsville Beach, NC 11542
910-617-2195
jcobb1@ec.rr.com

Ron Rice, Director
Palm Beach County Extension Service
Mounts Botanical Garden of Palm Beach County
559 North Military Trail
West Palm Beach, FL, 33415
561-233-1757

COBB Services

COBB agrees to:

1. Provide, design, construct, install, and remove the Exhibit according to mutually agreed upon schedule by both parties.
2. Provide COUNTY with schedule for shipping and unloading, and outline of logistical needs for unloading and installation by December 31, 2019.
3. Conduct training of staff, docents and volunteers after Exhibit is fully installed and prior to opening.
4. Have James Cobb give one (1) community presentation at a "Meet the Artist" event to be determined by the County, in coordination with James Cobb.
5. Have James Cobb participate in the private opening for sponsors and members on the evening of January 10, 2020.
6. Work with COUNTY personnel to use the correct fixtures, nails, screws, tape, etc. essential to the installation and de-installation of the Exhibit without damage to the structure of the building.
7. Clean up sculpture areas.
8. Be available to answer questions and address concerns in a timely manner during installation of the Exhibit.

9. Provide COUNTY instructions on how to properly clean the Sculptures and be available to repair damage to the Exhibit throughout the duration the Exhibit is on display.
10. Arrange for the shipment of the Sculptures to and from COUNTY.

COUNTY Services

COUNTY agrees to:

1. Provide two (2) COUNTY or FRIENDS staff solely dedicated to the tasks of installation and de-installation of the twenty-three (23) art pieces
2. Provide cables, bolts, clamps, glues or any required fixtures COUNTY or COBB deems necessary, if any, for the installation of the sculptures at MOUNTS.
3. Provide COBB with an outline of events, restrictions and timeframes for the hours of the installation prior to the arrival date of the artwork.
4. Provide and drive a 2500 lift capacity forklift with 6-8 ft. fork extensions and any other heavy equipment needed during installation and de-installation with COUNTY responsible for such work.
5. Prepare all surfaces which will be used for the Exhibit, prior to COBB's installation team arriving.
6. Review all proposed sites for artwork installation with safety and security staff as well as education and marketing prior to the installation date.
7. Assist through the provision of labor with the disassembly of signage and loading of the Exhibit pieces at the close of the Exhibit.
8. Photograph any major damage to artwork immediately and send to COBB for evaluation.
9. Notify COBB of any damage to the Sculptures.
10. Pay for additional printing of any Exhibit collateral, including Exhibit announcements, and any additional Exhibit signage, including banners.
11. Maintain artwork free of debris, including but not limited to leaves, bark chips, dirt, mold and thick dust while artwork is on display.
12. Return artwork to COBB in same condition as received except for normal wear and tear caused by normal outdoor conditions.

Fee

\$50,000 for loan of Ribbit Exhibit (the design, construction, installation and removal of the Exhibit, and training, and presentations).

Payment Schedule

- \$25,000 due upon execution of this Agreement
- \$25,000 due upon installation of Exhibit at MOUNTS

All sums due by COUNTY to COBB will be paid in accordance with Florida Statutes Section 218.70 et.seq. The Local Government Prompt Payment Act.

APPENDIX B

CATALOG OF SCULPTURES & DIMENSIONS

COBB Exhibit consists of the following:

SCULPTURES (23)

1 1 Clyde the Greeter 74"



2 2 Charles the Bird Watcher 67"



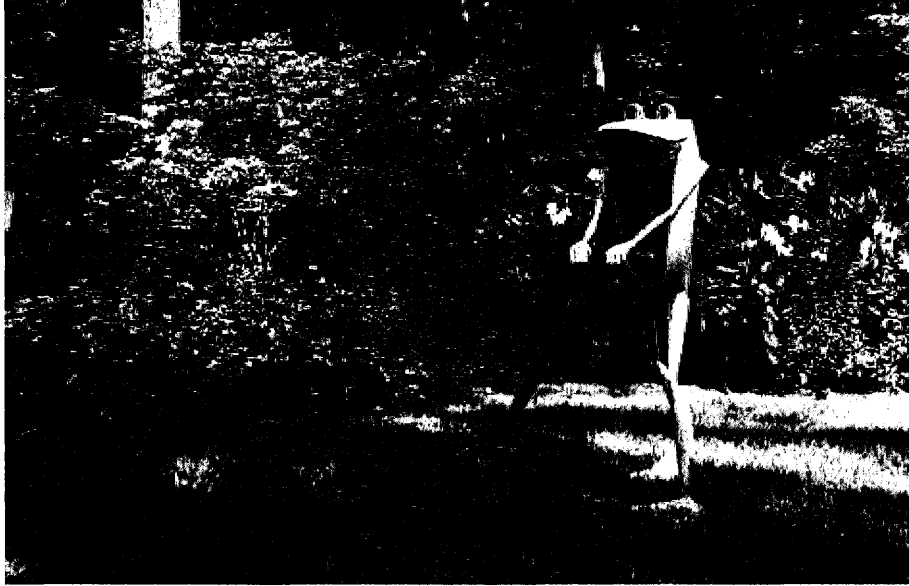
3

3

Marvin

the Marvelous Lawn Mowing Frog

65"



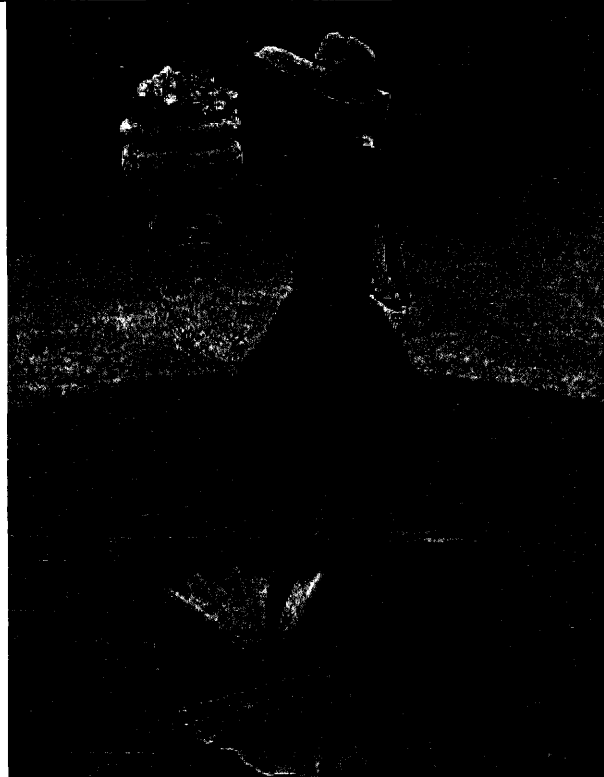
4

4

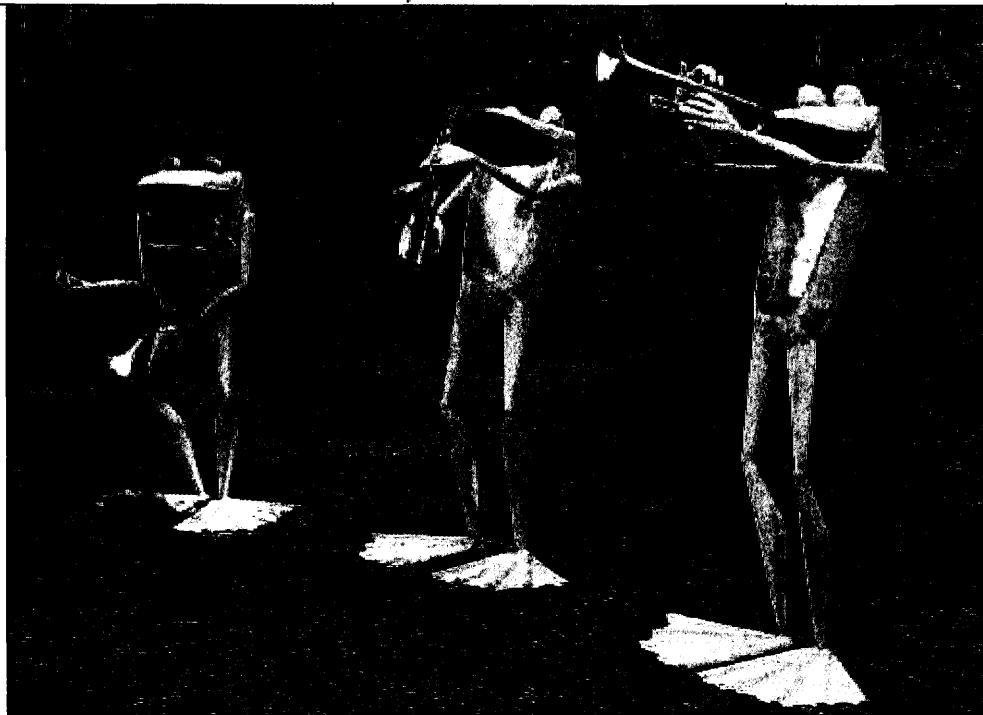
Sasha

the Dancer

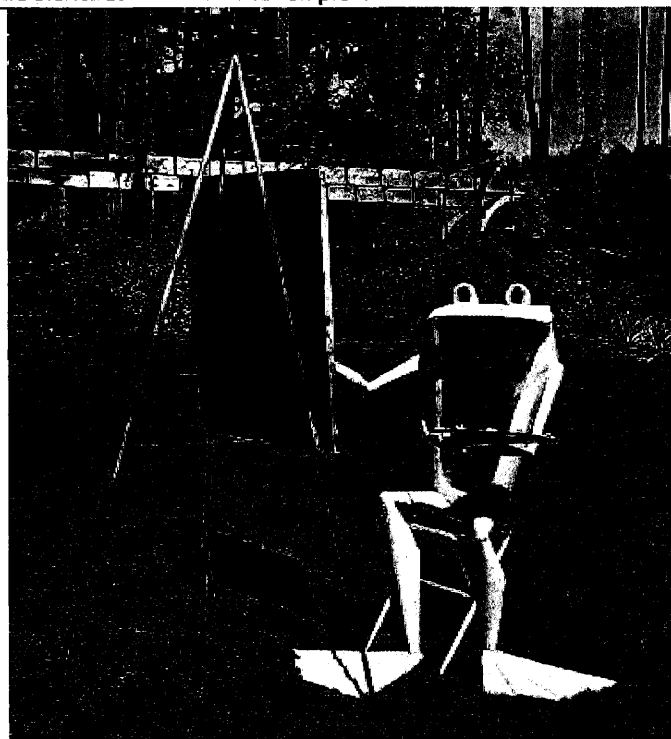
49"

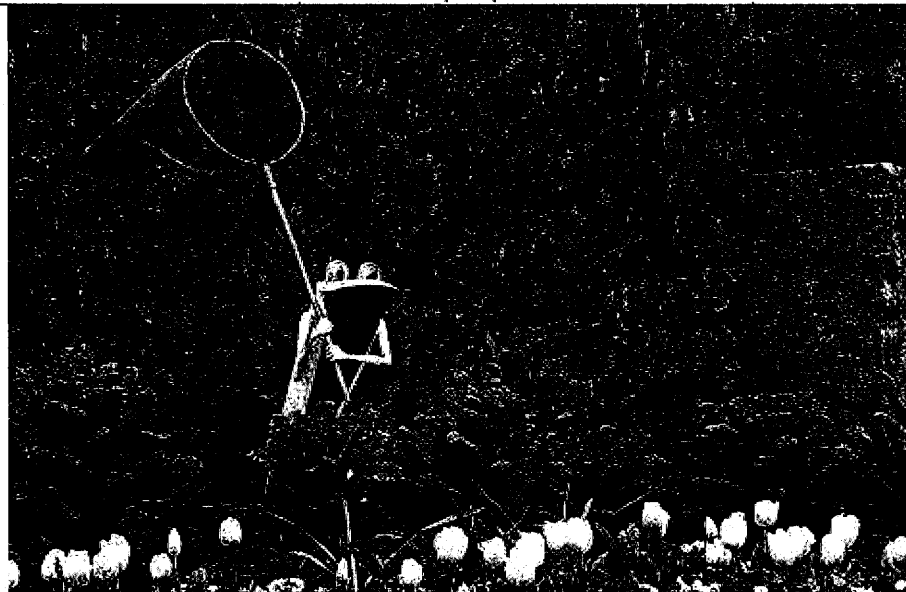
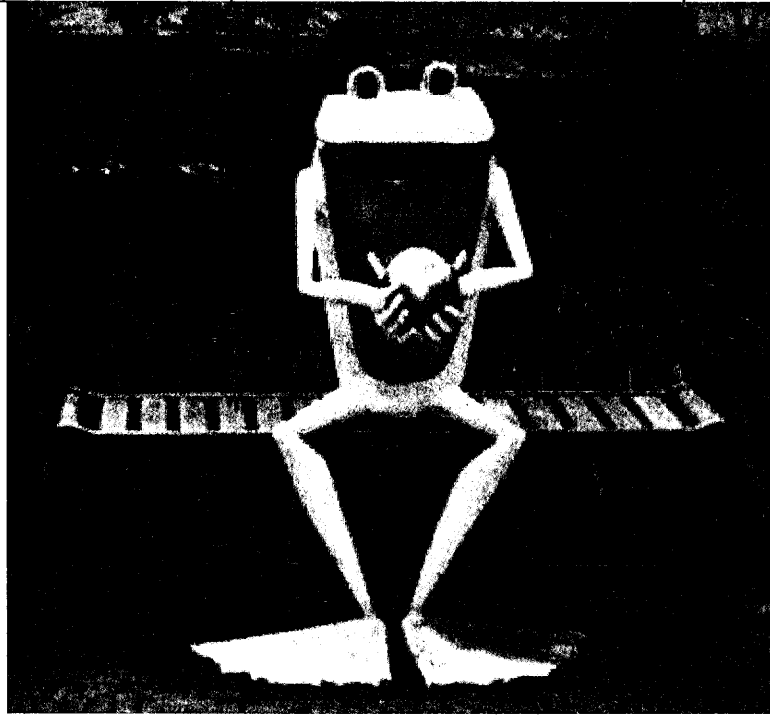


5	The Jazz Trio		
5	Trombone Shorty		58"
6	Charlie Parker	Saxophone	65"
7	Miles Davis	Trumpet	63"



6 8 Jacque Emile Blanchet Painter en plein aire



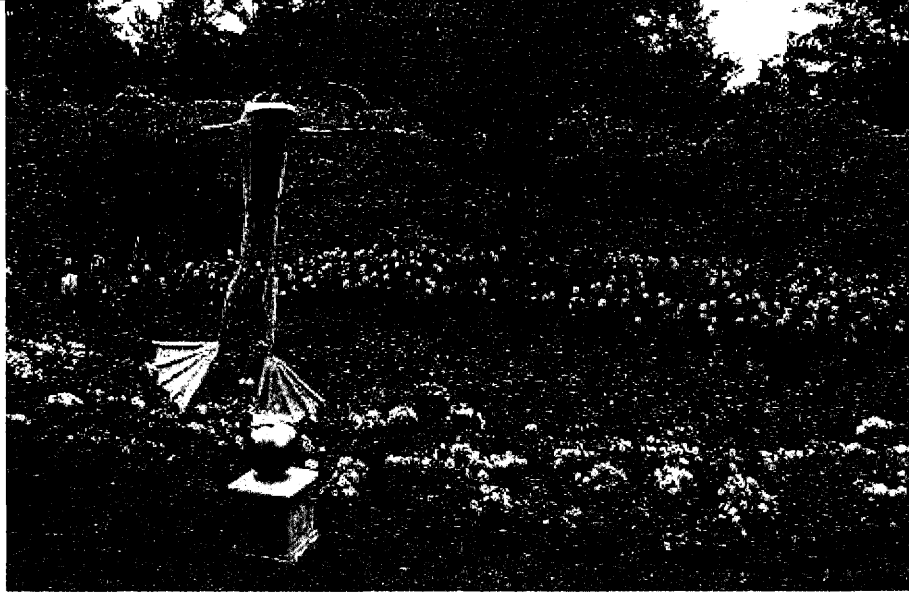


9

11

Diana the Huntress

88"



12

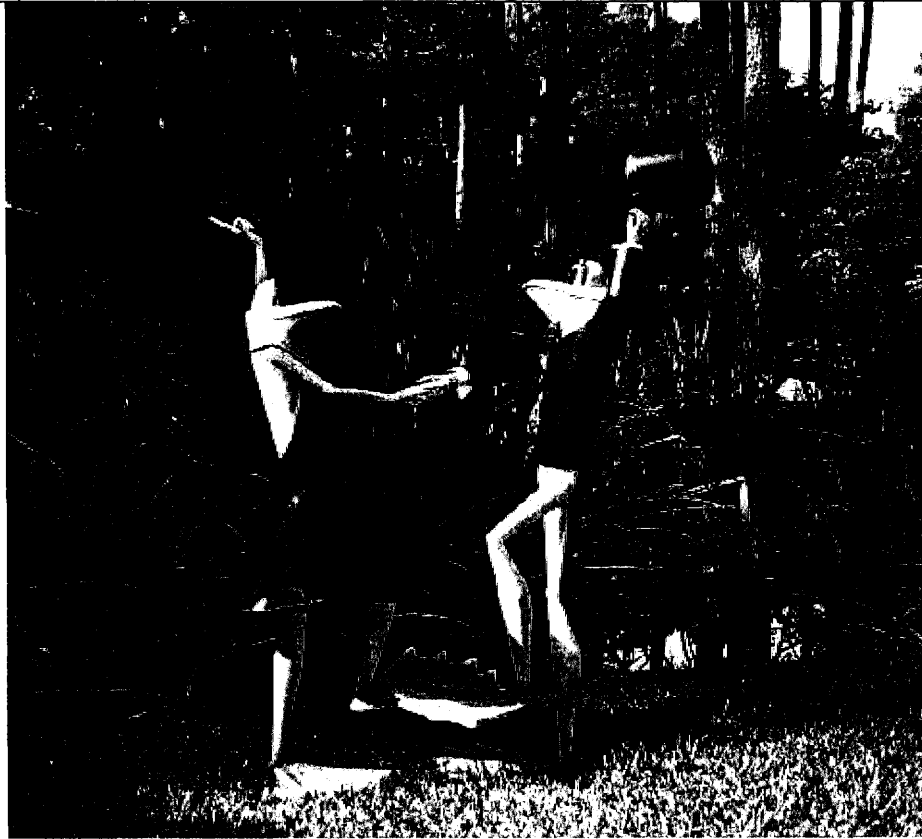
10

&13

Floyd and Grace

aka Fred and Ginger

62"





12 The Horticulture Team

15 Digger Smith

48"



16 Trever

the Hedge Frog

48"



17 Lenard

the Watering Frog

48"

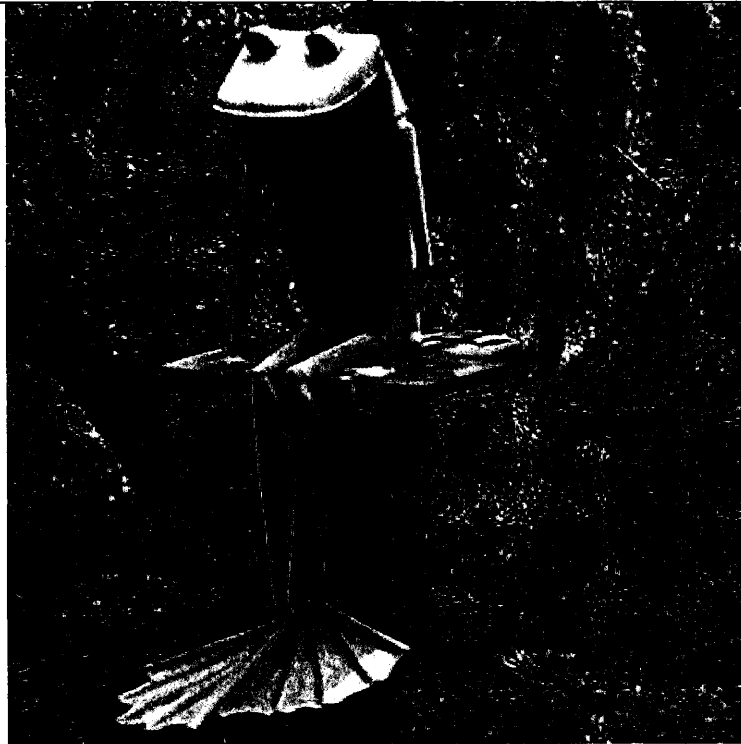


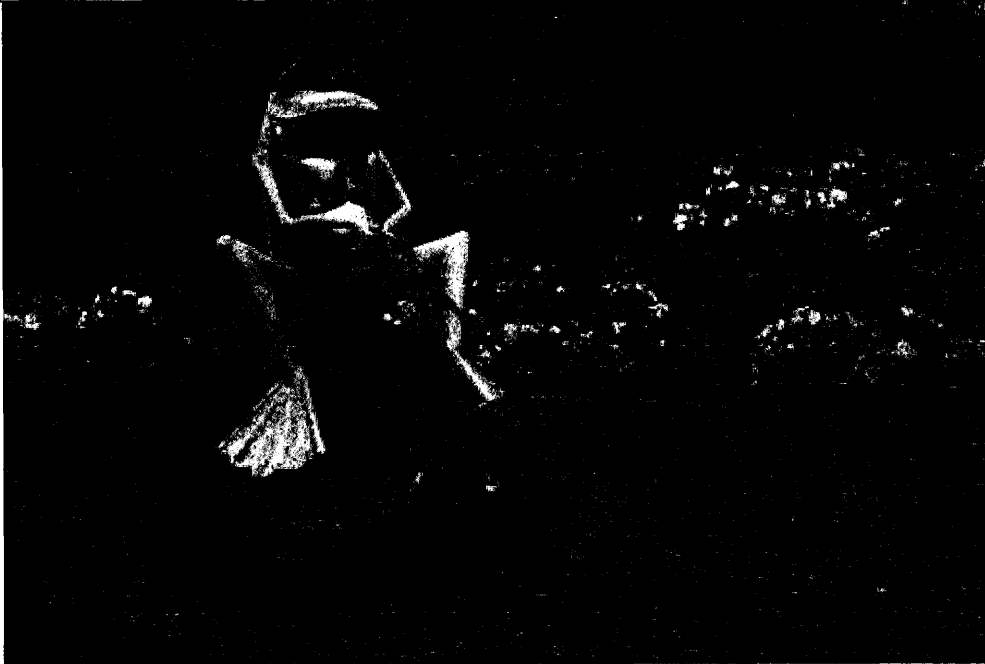
18 Cora

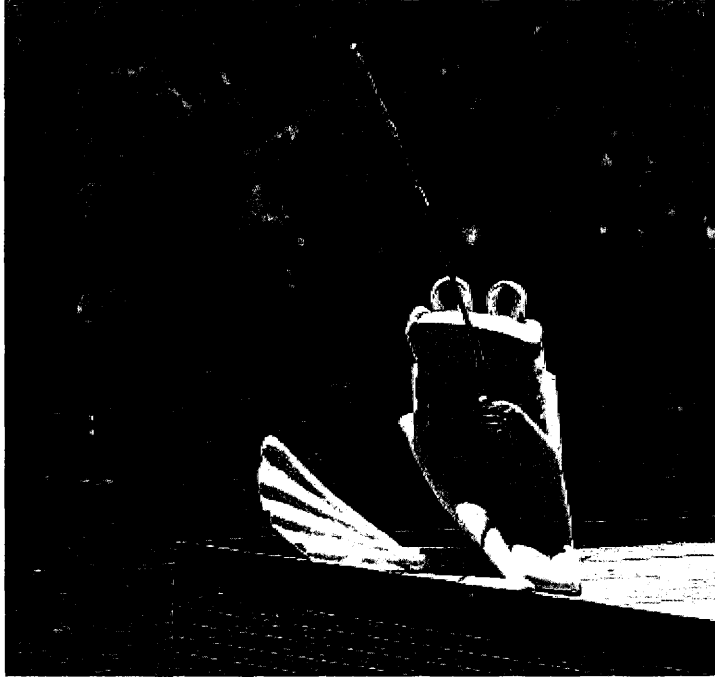
the Gardener

48"









If COBB finds the integrity of any piece inadequate for shipment or display, COBB may substitute such piece with a piece of equal or greater value with the consent of the COUNTY which consent will not be unreasonably withheld.

All of the pieces of art listed above are the property of the COBB.

**APPENDIX C
INVENTORY AND VALUATIONS**

List of Sculptures and Associated Values for COBB Exhibit

RIBBIT Exhibit Sculpture Inventory for Mounts Botanical Garden of Palm Beach County			
Piece Name	Description	Value	
1	Clyde	the Greeter	\$ 6,500.00
2	Charles	the Bird Watcher	\$ 6,900.00
3	Marvin	the Marvelous Lawn Mowing Frog	\$ 6,800.00
4	Sasha	the Dancer	\$ 4,800.00
5	Trombone Shorty		
6	Charlie Parker	Saxophone	\$ 21,000.00
7	Miles Davis	Trumpet	
8	Jacque Emile Blanchet	Painter en plein aire	\$ 7,100.00
9	Axel Grimm	<i>frog with golden ball</i>	\$ 6,500.00
10	Freddie	the Butterfly Boy	\$ 5,600.00
11	Diana the Huntress		\$ 5,800.00
12 & 13	Floyd and Grace	aka Fred and Ginger	\$ 12,000.00
14	Skully	the Scuba Frog	\$ 6,100.00
15	Digger Smith		\$ 4,200.00
16	Trever	the Hedge Frog	\$ 5,600.00
17	Lenard	the Watering Frog	\$ 5,600.00
18	Cora	the Gardener	\$ 5,800.00
19	Emerson	with his Coffee	\$ 6,500.00
20	Edward	the Tree Frog	\$ 6,700.00
21	Zenny	<i>Meditation</i>	\$ 5,500.00
22	Bently, and his trained tortoise, Tortuga		\$ 9,000.00
23	Willie Fisher		\$ 4,300.00
Total Value			\$ 142,300.00

APPENDIX D
DONATION LETTER



Friends of Mounts Botanical Garden, Inc.

Letter to Donate

R2019 1857

Dear Palm Beach County Board of County Commissioners,

DEC 03 2019

This letter is to certify that The Friends of the Mounts Botanical Garden, Inc., a Florida Not For Profit Corporation ("Friends"), will donate \$51,360.00 to Palm Beach County, a political subdivision of the State of Florida ("County"), conditioned upon the use of this donation for display of Ribbit the Exhibit, by J Cobb Group. Friends shall deliver a check made payable to Palm Beach County Board of County Commissioners in the amount of \$51,360.00 to the County's Cooperative Extension Department within 10 days of the County's acceptance and execution of this donation letter. Friends acknowledges that the County will not execute any agreement with J Cobb Group for the installation and display of Ribbit the Exhibit until the donation is received by the County and an all terms of such agreement are agreeable to the County.

Friends agrees to fund all costs associated with this project. The Friend's donation of \$51,360.00 to the County includes: 1) a \$50,000 fee for Ribbit the Exhibit which covers all expenses, equipment, and installation of Ribbit the Exhibit and 2) County staff charges of \$1,360.00 for the County Public Art Administrator's role in contract management, siting, and risk management compliance. While Ribbit the Exhibit is on display, Friends also agrees to pay for and keep in full force and effect general liability and property damage insurance as detailed in the Agreement to Host Ribbit the Exhibit.

Ribbit the Exhibit will reinforce the Mounts Botanical Garden mission to inspire and education and enhance the sensory experience of the Garden. The installation of the Exhibit will take approximately two days and the Exhibit is scheduled to be on display from January – June 2020. Sculpture siting shall be at the discretion of the Mounts Botanical Garden Staff and the County's Facilities Development & Operations/Strategic Planning/Art in Public Places Administrator.

Friends selected J Cobb Group without consultation with or advice from the County. Friends acknowledge that it and the County will be entering into an Agreement with J Cobb Group to host Ribbit the Exhibit; and Friends agrees that it will be responsible for any and all costs in excess of the \$51,360.00 that are associated with Ribbit the Exhibit, including, but not limited to, costs of litigation and any costs or deductibles arising from County taking responsibility for the care, custody and control of the Sculptures while the Sculptures are installed at Mounts Botanical Garden.

Sincerely,

The Friends of the Mounts Botanical Garden, Inc.

By: Carol Smith
Carol Smith, President

Date: November 5, 2019

Must be signed by an officer of the Corporation

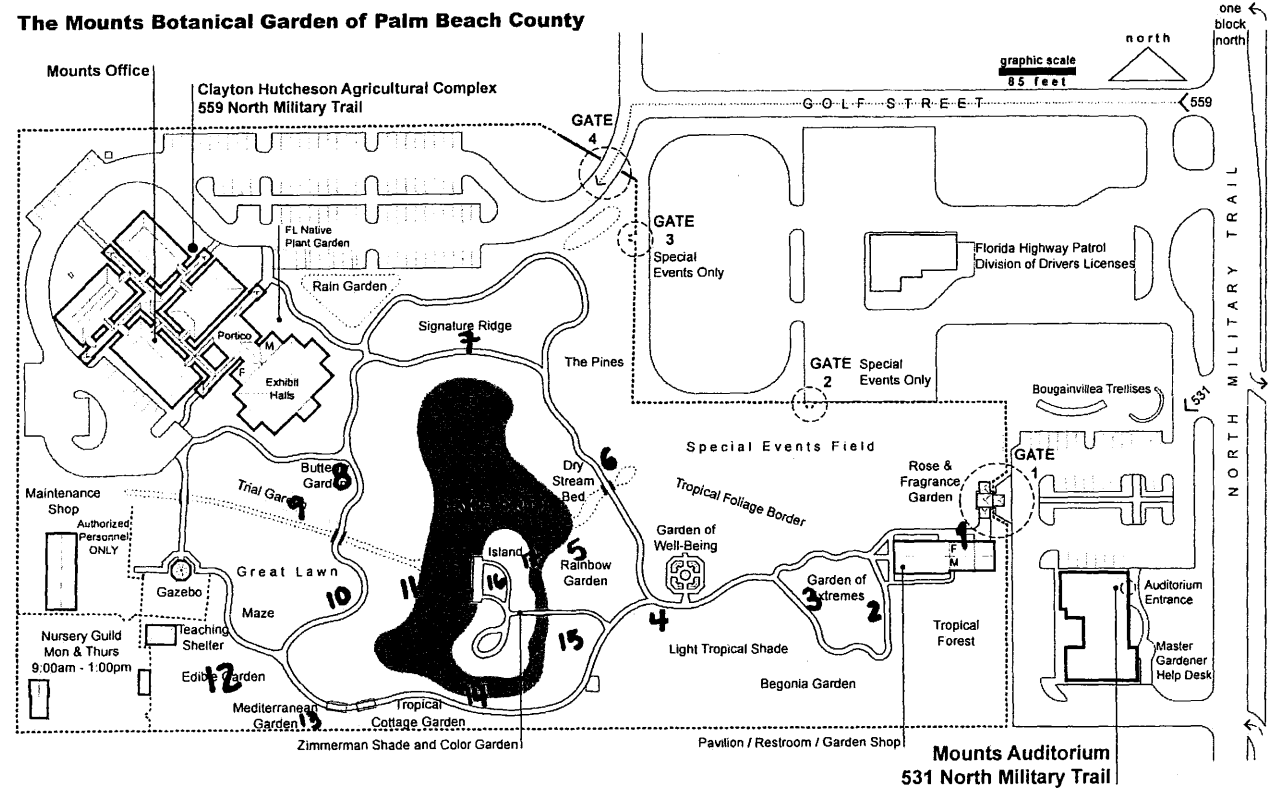
ACCEPTED:
Palm Beach County

R2019 1857

By: Dave Kemer, Mayor
Palm Beach County, a political
subdivision of the State of Florida

Date: DEC 03 2019

APPENDIX E
SCULPTURE LOCATIONS



Ribbit the Exhibit - Proposed Locations