

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: March 05, 2024

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 Box Studio, LLC, to host The Origami in the Garden Exhibition at Mounts Botanical Gardens from January 7, 2024 through May 19, 2024.

**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, who in this case was the Director of the Facilities Development and Operations Department. The Agreement was for a temporary art exhibit entitled “The Origami in the Garden Exhibition” 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 Board on August 22, 2023 (R2023-1129). This executed document is now being submitted to the Board to receive and file. **(FDO Admin) Countywide (YBH)**

**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: Mrs. *Erin L. Syal Kelly* 2/4/24  
Department Director Date

Approved By: *VBaker* 2/16/24  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

**Is Item Included in Current Budget:** Yes X No \_\_\_\_\_  
**Is this item using Federal Funds:** Yes \_\_\_\_\_ No X  
**Is this item using State Funds:** Yes \_\_\_\_\_ No X

Budget Account No:

Fund 1482 Dept 310 Unit 1412 Object 3401  
 Fund 1482 Dept 310 Unit 1412 Revenue Source 6600

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

\*There is no fiscal impact associated with this item.

**C. Departmental Fiscal Review:** [Signature]

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

[Signature] 2/13/24  
 OFMB ESW 2-13-24

[Signature]  
 Contract Development and Control 2/13/24  
 2/13/24

**B. Legal Sufficiency:**

[Signature] 2/15/24  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

**AGREEMENT  
TO HOST THE ORIGAMI IN THE GARDEN EXHIBIT**

This Agreement (“Agreement”) is made and entered into this day October 25, 2023 by and between Box Studio, LLC (“EXHIBITOR”), a New Mexico limited liability company, whose address is 3453 State Hwy. 14 N, Cerrillos NM 87010, 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 EXHIBITOR’s Origami in the Garden Exhibit (“Exhibit”) at the Mounts Botanical Garden of Palm Beach County (MOUNTS) whose address is 559 North Military Trail, West Palm Beach, FL, 33415. EXHIBITOR 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 20, 2024 and no later than May 30, 2024 (“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 7, 2024 (“Commencement Date”) through May 19, 2024 (“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 3, 2024 (“Booking Period Start Date”).

**3. EXHIBITOR Obligations**

**3.1 Sculptures.** EXHIBITOR shall loan COUNTY the sculptures identified in **Appendix B** attached hereto and incorporated herein by reference (“Sculptures”). If EXHIBITOR finds the integrity of any Sculpture identified in **Appendix B** inadequate for shipment and/or display, EXHIBITOR 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, EXHIBITOR shall perform the services as set forth in **Appendix A**.

**4. COUNTY’s Obligations**

**4.1 Compensation.** COUNTY agrees to pay EXHIBITOR a total amount of ONE HUNDRED AND TWENTY-THREE THOUSAND DOLLARS (\$123,000) 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 July 20, 2023 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 may update Appendix E without having to amend this Agreement, but it must provide EXHIBITOR with a copy of the updated Appendix E). The COUNTY agrees to provide EXHIBITOR with any relevant information on location needed for EXHIBITOR 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 EXHIBITOR 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.** EXHIBITOR represents and warrants to COUNTY that it is the sole and legal copyright holder and sole and legal owner of the Sculptures. EXHIBITOR 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.** EXHIBITOR 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 EXHIBITOR 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 EXHIBITOR provides marketing, promotional or educational materials to COUNTY, EXHIBITOR will clearly mark and designate those materials that may be copied and distributed to the general public. If not marked by EXHIBITOR as material that can be distributed to the public, the COUNTY will not share such materials with a third party without EXHIBITOR's 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 EXHIBITOR by printing on or below the image the exact sculpture name and artist/organization responsible for its creation.

## **6. Merchandise**

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

**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 EXHIBITOR. COUNTY shall bear full responsibility for any loss or damage to the Sculptures up to a value of \$1,194,840 (see **Appendix C – Inventory and Valuation List of Sculptures**).

### **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, and an umbrella insurance policy with limits of at least \$2,000,000.00 (Two Million Dollars). FRIENDS shall include EXHIBITOR as an Additional Insured on such policy and shall provide proof of insurance to COUNTY and, or EXHIBITOR upon request.

**7.2.3 EXHIBITOR.** EXHIBITOR 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, EXHIBITOR shall provide proof of such insurance to COUNTY.

## **8. Indemnity**

EXHIBITOR 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 EXHIBITOR's performance of the terms of this Agreement or due to the acts or omissions of EXHIBITOR.

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 EXHIBITOR; and (2) deliver any shared Work Product, such as signage with logos or educational materials with the name EXHIBITOR on it which COUNTY helped generate, to EXHIBITOR.

**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 EXHIBITOR; (2) deliver any shared Work Product generated to EXHIBITOR; and (3) forfeit any money payments already made to EXHIBITOR for the Exhibit. EXHIBITOR shall make reasonable efforts to limit damages by finding a new hosting site for the Exhibit, but retains all legal remedies available to EXHIBITOR with regard to COUNTY's breach.

**9.2.3** If termination results from EXHIBITOR violating any terms or conditions of this Agreement, EXHIBITOR 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 EXHIBITOR 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 EXHIBITOR 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 EXHIBITOR.

### **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**

EXHIBITOR 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. EXHIBITOR 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**

EXHIBITOR 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 EXHIBITOR sole direction, supervision, and control. EXHIBITOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects EXHIBITOR 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.

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

## **16. Contingent Fees**

EXHIBITOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for EXHIBITOR 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 EXHIBITOR, 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**

EXHIBITOR 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 EXHIBITOR 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, EXHIBITOR 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, EXHIBITOR 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, EXHIBITOR 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 EXHIBITOR and FRIENDS retaliate against any person for reporting instances of such discrimination. EXHIBITOR 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. EXHIBITOR 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. EXHIBITOR 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, EXHIBITOR 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 EXHIBITOR, notices shall be addressed to:

BoxStudio, LLC  
c/o Jennifer Box  
3453 State Hwy. 14 N  
Cerrillos, NM 87010

If sent to FRIENDS, notices shall be addressed to:

Rebecca Doane, President  
Friends of the Mounts Botanical Garden, Inc.  
2979 PGA Blvd. #201  
Palm Beach Gardens, FL. 33410

## **22. Entirety of Contractual Agreement**

The COUNTY, FRIENDS and EXHIBITOR 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**

EXHIBITOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. EXHIBITOR 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, EXHIBITOR 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, EXHIBITOR 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 EXHIBITOR, 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 EXHIBITOR: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), EXHIBITOR shall comply with the requirements of Section 119.0701, as it may be amended from time to time. EXHIBITOR 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. EXHIBITOR 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 EXHIBITOR does not transfer the records to the public agency.

D. Upon completion of the Agreement EXHIBITOR shall transfer, at no cost to the COUNTY, all public records in possession of EXHIBITOR 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 EXHIBITOR transfers all public records to the COUNTY upon completion of the Agreement, EXHIBITOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If EXHIBITOR keeps and maintains public records upon completion of the Agreement, EXHIBITOR shall meet all applicable requirements for retaining public records. All records stored electronically by EXHIBITOR 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 EXHIBITOR 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. EXHIBITOR 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 EXHIBITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EXHIBITOR' 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](mailto:FDORECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-233-5252.**

## **26. E-VERIFY - EMPLOYMENT ELIGIBILITY**

EXHIBITOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of EXHIBITOR's subexhibitors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

EXHIBITOR shall obtain from each of its subexhibitors an affidavit stating that the subexhibitors does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. EXHIBITOR shall maintain a copy of any such affidavit from a subexhibitor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that EXHIBITOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good 15 faith belief that EXHIBITOR's subexhibitor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify EXHIBITOR to terminate its contract with the subexhibitor and EXHIBITOR shall immediately terminate its contract with the subexhibitor. If COUNTY terminates this Agreement pursuant to the above, EXHIBITOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, EXHIBITOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

**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]  
Isami Ayala-Collazo, FDO Director

Approved as to Form  
And Legal Sufficiency:

Approved as to Terms and Conditions:

By: /s/Yelizaveta B. Herman  
Assistant County Attorney

By: Elayna Toby Singer  
AIPP Administrator

**WITNESS:**

By: [Signature]  
Signature

**EXHIBITOR: Box Studio, LLC**

By: [Signature]  
Jennifer Box,  
Executive Director/Manager

Kevin Box  
Print Witness Name

**WITNESS:**

By: [Signature]  
Signature

**Friends of Mounts Botanical Garden Inc.:**

By: [Signature]  
Rebecca Doane, President

Mary Lou Ahlgren  
Print Witness Name

**APPENDIX A**  
**SERVICES AND FEE**

**Contact Persons**

Jennifer Box, Executive Director  
BoxStudio, LLC  
3453 State Hwy. 14 N  
Cerrillos, NM 87010  
505.471.4688  
Jennifer@origamiinthegarden.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

**EXHIBITOR Services**

EXHIBITOR 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 November 30, 2023.
3. Conduct training of staff, docents and volunteers after Exhibit is fully installed and prior to opening.
4. Have EXHIBITOR give one (1) community presentation at a "Meet the Artist" event to be determined by the County, in coordination with EXHIBITOR.
5. Have EXHIBITOR participate in the private opening for sponsors and members on the evening of January 6, 2024.
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 20 art pieces.
2. Provide cables, bolts, clamps, glues or any required fixtures COUNTY or EXHIBITOR deems necessary, if any, for the installation of the sculptures at MOUNTS.
3. Provide EXHIBITOR 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 EXHIBITOR 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 EXHIBITOR for evaluation.
9. Notify EXHIBITOR 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 EXHIBITOR in same condition as received except for normal wear and tear caused by normal outdoor conditions.

**Pre-paid Deposits**

FRIENDS has paid deposits totaling \$20,000 to Exhibitor.

**Fee**

\$123,000 for loan of Origami in the Garden Exhibit (the design, construction, installation and removal of the Exhibit, and training, and presentations).

**Payment Schedule**

- \$61,500 due upon execution of this Agreement
- \$61,500 due upon installation of Exhibit at MOUNTS

All sums due by COUNTY to EXHIBITOR 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/WEIGHT**

EXHIBITOR Exhibit consists of the following:

**SCULPTURES (20)**

<b>#</b>	<b>Sculpture</b>	<b>Sculpture Dimensions (height x width x depth in inches("))</b>	<b>Weight (lbs)</b>
<b>1</b>	<b>Star Unfolding</b>	74"x24"x18"	82 lbs
<b>2</b>	<b>Balancing Act</b>	136"x78"x78"	715 lbs
<b>3</b>	<b>Botanical Peace</b>	97"x76"x36"	301 lbs
<b>4</b>	<b>Seed Sower &amp; Seed</b>	86" x 57" x 24"	640 lbs
<b>5</b>	<b>Master Peace</b>	288"x240"x240"	2250 lbs
<b>6</b>	<b>Rising Cranes</b>	81"x18"x18"	390 lbs
<b>7</b>	<b>Who Saw Who</b>	48"x13"x12", 12"x14"x12"	114 lbs, 76 lbs
<b>8</b>	<b>Folding Planes</b>	138"x62"x39"	1000 lbs

<b>9</b>	<b>Gathering Peace</b>	80"x86"x18"	653 lbs
<b>10</b>	<b>Light Boat in Meadow</b>	140"x128"x90"	625 lbs
<b>11</b>	<b>Flying Folds</b>	168"x84"x24"	1600 lbs
<b>12</b>	<b>Emerging Peace</b>	156"x79"x30"	930 lbs
<b>13</b>	<b>Hero's Horse</b>	146"x98"x55"	1350 lbs
<b>14</b>	<b>Sway with Me</b>	49"x36"x24"	24 lbs
<b>15</b>	<b>Conversation Peace</b>	87"x30"x30"	665 lbs
<b>16</b>	<b>Painted Ponies</b>	66"x77"x24", 40"x48"x13", 40"x48"x13"	190 lbs, 65 lbs, 65 lbs
<b>17</b>	<b>White Bison</b>	52"x84"x22"	200 lbs
<b>18</b>	<b>Duet</b>	84"x33"x18"	212 lbs

19	<b>Flying Crane &amp; Crane Unfolded</b>	Vitrines are 12"x12"x12" and rest atop a mounted cube pedestal, also 12" x12" x 12" (see figure 4 below). Crane Unfolded is 36" x 36" x 3" painted cast aluminum	1 lb, 30 lbs
20	<b>Hero's Horse (Pegasus) &amp; Pegasus Unfolded</b>	Vitrines are 12"x12"x12" and rest atop a mounted cube pedestal, also 12" x12" x 12" (see figure 4 below). Pegasus Unfolded is 36" x 36" x 3" painted cast aluminum	4 lb, 30 lbs

If EXHIBITOR finds the integrity of any piece inadequate for shipment or display, EXHIBITOR 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 EXHIBITOR.

**APPENDIX C  
INVENTORY AND VALUATIONS**

**List of Sculptures and Associated Values for EXHIBITOR Exhibit**

<b>#</b>	<b>Sculpture</b>	<b>Values</b>
<b>1</b>	<b>Star Unfolding</b>	<b>\$5,100</b>
<b>2</b>	<b>Balancing Act</b>	<b>\$45,000</b>
<b>3</b>	<b>Botanical Peace</b>	<b>\$45,000</b>
<b>4</b>	<b>Seed Sower &amp; Seed</b>	<b>Sower: \$45,000; Seed: \$4,080</b>
<b>5</b>	<b>Master Peace</b>	<b>\$510,000</b>
<b>6</b>	<b>Rising Cranes</b>	<b>\$19,200</b>
<b>7</b>	<b>Who Saw Who</b>	<b>\$9,000.00</b>
<b>8</b>	<b>Folding Planes</b>	<b>\$13,800</b>

<b>9</b>	<b>Gathering Peace</b>	<b>\$10,800</b>
<b>10</b>	<b>Light Boat in Meadow</b>	<b>\$84,000</b>
<b>11</b>	<b>Flying Folds</b>	<b>\$81,000</b>
<b>12</b>	<b>Emerging Peace</b>	<b>\$75,000</b>
<b>13</b>	<b>Hero's Horse</b>	<b>\$60,000</b>
<b>14</b>	<b>Sway with Me</b>	<b>\$13,200</b>
<b>15</b>	<b>Conversation Peace</b>	<b>\$33,000</b>
<b>16</b>	<b>Painted Ponies</b>	Monument: \$48,000; Dancing Pony \$15, 000
<b>17</b>	<b>White Bison</b>	<b>\$51,000</b>
<b>18</b>	<b>Duet</b>	<b>\$8,700</b>

<b>19</b>	<b>Flying Crane &amp; Crane Unfolded</b>	Flying Crane model: \$420; Crane unfolded: \$9,000
<b>20</b>	<b>Hero's Horse (Pegasus) &amp; Pegasus Unfolded</b>	Hero's Horse Model: \$540; Pegasus Unfolded: \$9,000
	<b>TOTAL</b>	<b>\$ 1,194,840</b>

APPENDIX D  
DONATION LETTER

AUG 22 2023



**Friends of Mounts Botanical Garden, Inc.  
Letter to Donate**

Dear Palm Beach County Board of County Commissioners,

This letter is to certify that The Friends of the Mounts Botanical Garden, Inc., a Florida Not For Profit Corporation ("Friends"), will donate \$145,400 to Palm Beach County, a political subdivision of the State of Florida ("County"), conditioned upon the use of this donation for display of Origami in the Garden by BoxStudio, LLC. Friends shall deliver two checks made payable to Palm Beach County Board of County Commissioners in the following amounts: 1) \$143,000 and 2) \$2,400 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 BoxStudio, LLC. for the installation and display of Origami in the Garden until the donation is received by the County and all terms of such agreement are agreeable to the County.

Friends agrees to fund all costs associated with this project. The Friends' donation of \$145,400 to the County includes: 1)an \$143,000 fee for Origami in the Garden which covers all expenses, equipment, and installation of Origami in the Garden and 2) County staff charges of \$2,400 for the County Public Art Administrator's role in contract management, siting, and risk management compliance. While Origami in the Garden 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 Origami in the Garden.


Origami in the Garden will reinforce the Mounts Botanical Garden mission to inspire, educate, and enhance the sensory experience of the Garden. The installation of the Exhibit will take approximately five days and the Exhibit is scheduled to be on display from January – May 2024. 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 Imagine Exhibitions, Inc. without consultation with or advice from the County. Friends acknowledges that it and the County will be entering into an Agreement with BoxStudio, LLC. to host Origami in the Garden; and Friends agrees that it will be responsible for any and all costs in excess of the \$145,400 that are associated with Origami in the Garden, 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.

Page 1 of 2

Sincerely,


The Friends of the Mounts Botanical Garden, Inc.

By:  Date: 7/20/23  
Rebecca Doane, President

**Must be signed by an officer of the Corporation**

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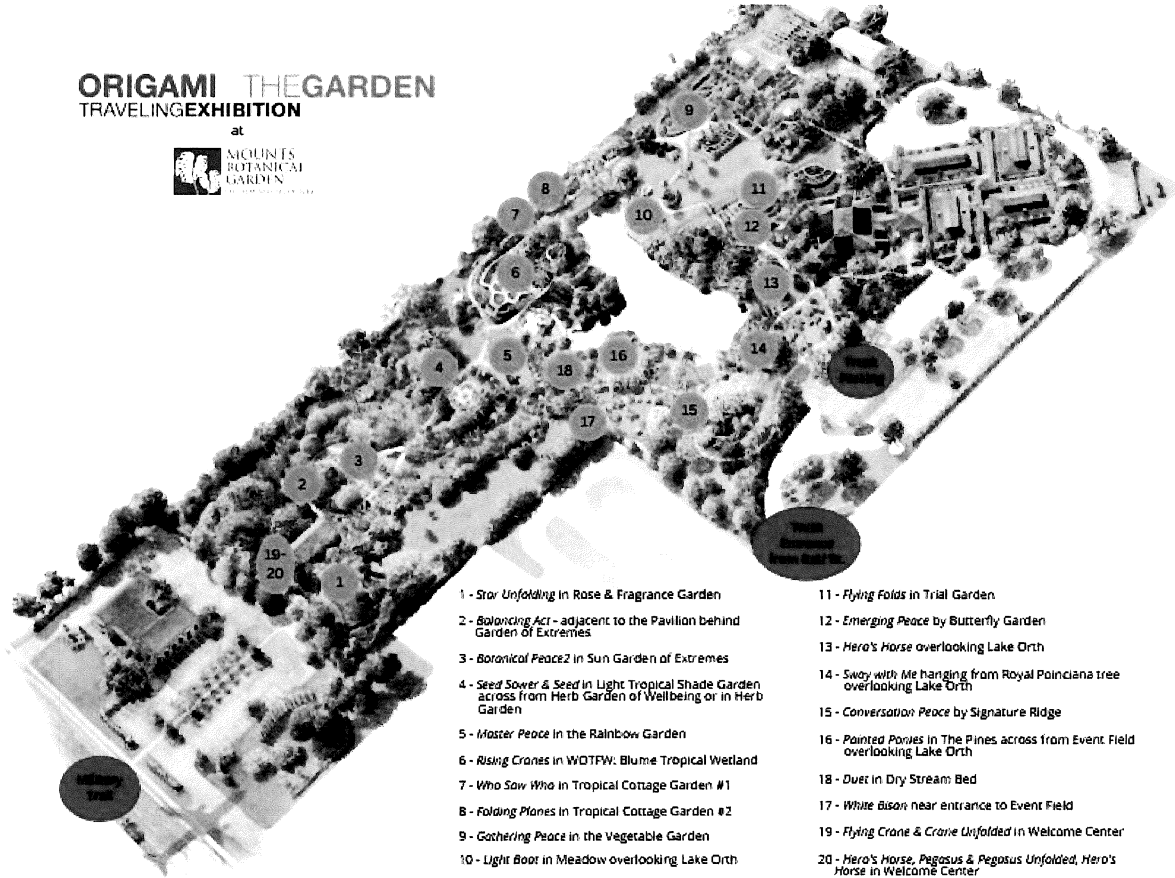
**ACCEPTED:**  
Palm Beach County

By:  Date: AUG 22 2023  
Gregg Weis, Mayor  
Palm Beach County, a political  
subdivision of the State of Florida



APPENDIX E  
SCULPTURE LOCATIONS

**ORIGAMI THE GARDEN**  
TRAVELING EXHIBITION



- |  |  |
|--|--|
| 1 - <i>Star Unfolding</i> in Rose & Fragrance Garden   | 11 - <i>Flying Folds</i> in Trial Garden   |
| 2 - <i>Balancing Act</i> - adjacent to the Pavilion behind Garden of Extremes  | 12 - <i>Emerging Peace</i> by Butterfly Garden   |
| 3 - <i>Botanical Peace 2</i> in Sun Garden of Extremes   | 13 - <i>Hera's Horse</i> overlooking Lake Orth   |
| 4 - <i>Seed Sower &amp; Seed</i> in Light Tropical Shade Garden across from Herb Garden of Wellbeing or in Herb Garden | 14 - <i>Sway with Me</i> hanging from Royal Poinciana tree overlooking Lake Orth         |
| 5 - <i>Master Peace</i> in the Rainbow Garden  | 15 - <i>Conversation Peace</i> by Signature Ridge  |
| 6 - <i>Rising Cranes</i> in WOTFW: Blume Tropical Wetland  | 16 - <i>Painted Ponies</i> in The Pines across from Event Field overlooking Lake Orth    |
| 7 - <i>Who Saw Who</i> in Tropical Cottage Garden #1   | 18 - <i>Duet</i> in Dry Stream Bed   |
| 8 - <i>Folding Planes</i> in Tropical Cottage Garden #2  | 17 - <i>White Bison</i> near entrance to Event Field                                     |
| 9 - <i>Gathering Peace</i> in the Vegetable Garden   | 19 - <i>Flying Crane &amp; Crane Unfolded</i> in Welcome Center                          |
| 10 - <i>Light Boat</i> in Meadow overlooking Lake Orth   | 20 - <i>Hera's Horse, Pegasus &amp; Pegasus Unfolded, Hera's Horse</i> in Welcome Center |





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Wayne Steen 3005 S St Francis Suite 1E  Santa Fe NM 875057004	<b>CONTACT NAME:</b> Wayne Steen <b>PHONE (A/C, No, Ext):</b> 505-820-7926 <b>E-MAIL ADDRESS:</b> wayne.steen.ssnr@statefarm.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

<b>INSURED</b> BOX STUDIO LLC 3453 STATE HIGHWAY 14 N  CERRILLOS NM 870109762	<b>CERTIFICATE NUMBER:</b>    	<b>REVISION NUMBER:</b>    
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	91-BK-N077-3	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N/A		91-BL-Q452-3	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	91-MX-C467-1	03/27/2023	03/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Mounts Botanical Garden  
559 N. Military Trail  
West Palm Beach, FL 33415

January 6-May 24, 2024

<b>CERTIFICATE HOLDER</b>  Mounts Botanical Garden 559 N Military Trl  West Palm Beach FL 33415	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  This form was system-generated on 01/31/2024
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ACORD 25 (2016/03)

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