

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 17, 2015

Department: Sustainability

Bulk Item: Yes No

Staff Contact : Rhonda Haag, 453-8774

AGENDA ITEM WORDING: Approval to enter into a contract with the Reel Ting Band to provide music services during the *7th Annual Southeast Florida Regional Climate Leadership Summit*.

ITEM BACKGROUND: The Summit is hosted by Monroe County every four years on behalf of the *Southeast Florida Regional Climate Change Compact*, a four-county partnership created for the purpose of collaborative planning and implementation of adaptation and mitigation strategies related to climate change. It is expected that 300 - 400 persons will attend the Summit. By hosting this Summit, Monroe County hopes to continue to educate various agency staff, stakeholders, elected officials, and media representatives from the surrounding about the potential effects of climate change, and also to continue to move the goals and projects of the Compact forward.

During the 3 day Summit, a luau dinner will be held on the evening of December 2. This band will provide music during the luau. The fee represents a discounted fee, specially priced for the event. Registration fees and sponsor donations have been collected and will be used to fund this expense. No County funds will be used.

PREVIOUS RELEVANT BOCC ACTION: None.

CONTRACT/CONTRACT CHANGES: Not Applicable

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$2,995 **INDIRECT COST:** _____ **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: \$0 – using sponsor donations **SOURCE OF FUNDS:** Sponsor Donations

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty [Signature] OMB/Purchasing CB Risk Management MS

DOCUMENTATION: Included Not Required

DISPOSITION: _____ **AGENDA ITEM #** _____ **CAD #** _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Reel Ting Band Contract # _____
 Effective Date: November 17, 2015
 Expiration Date: December 3, 2015

Contract Purpose/Description:

This contract authorizes the Reel Ting Band to provide musical services during dinner on Wednesday, December 2, 2015, for the 7th Annual Climate Leadership Summit to be held at the Casa Marina in Key West. Donations received from sponsors are being used to fund this service.

Contract Manager: Rhonda Haag 8774 CAD M.S. #26
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 11/21/15 Agenda Deadline: 11/6/15

CONTRACT COSTS

Total Dollar Value of Contract: \$ \$2995 Current Year Portion: \$ 2995
 Budgeted? Yes No Account Codes: 158-06047-530490- - - -
 Grant: \$ _____ - - - -
 County Match: \$ _____ - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Risk Management	<u>10/29/15</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Sued</u>	<u>10/29/15</u>
O.M.B./Purchasing	<u>10/29/15</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Christina Brockel</u>	<u>10/29/15</u>
County Attorney	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>10/28/15</u>

Comments: _____

AGREEMENT FOR MUSICIAN SERVICES
BETWEEN MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
REEL TING BAND FOR
7th ANNUAL CLIMATE LEADERSHIP SUMMIT

This Agreement is made and entered into this 17th day of NOVEMBER 2015, between MONROE COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and Reel Ting Band, ("CONTRACTOR"), c/o George Pollis, whose address is 115 Sardinia Circle, Jupiter, FL 33458.

WHEREAS, COUNTY desires employ the professional services of the CONTRACTOR for musician services for the 2015 7th Annual Regional Climate leadership Summit, hereinafter referred to as the "Summit", in Key West on December 1-3; and

WHEREAS, it serves a public purpose for the COUNTY to host the Summit, as a partner of the Four County Compact "Compact", to protect public infrastructure, property, water resources, natural areas and native species, and basic quality of life; and

WHEREAS, in order to host the Summit, as currently envisioned, it is desired to enlist the assistance of a band to provide music to the registrants and participants of the Summit during the outdoor event on December 2nd; and

WHEREAS, funds for these services will be provided only through paid donations for the event, already received by the COUNTY; and

WHEREAS, the CONTRACTOR has agreed to provide the musician services, and has the required licenses and insurance to perform the services;

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. **THE AGREEMENT.** The Agreement consists of this document, and its exhibits only.
2. **SCOPE OF THE WORK.** CONTRACTOR agrees to provide live music on the evening of December 2nd from the list of songs specified in Exhibit "A". The band will play between 6:00 PM and 10:30 PM breaking for 5 minute breaks between sets, each set lasting thirty (30) to forty-five (45) minutes.
3. **COMPENSATION AND PAYMENTS TO CONTRACTOR.**
 - A. The COUNTY shall pay the CONTRACTOR from funds donated to the COUNTY for the purpose of hosting the Summit. The CONTRACT amount shall be a lump sum of \$2995, including all set up, music sets and tear down. There shall be no additional expenses for travel, lodging, per diem or any other expenses, as they are included in the stated total compensation.
 - B. Payment to the CONTRACTOR shall be made by COUNTY when the CONTRACT has been fully performed by the CONTRACTOR.

C. CONTRACTOR shall submit to COUNTY a final invoice, Exhibit "B", with supporting documentation acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

4. **TERM OF AGREEMENT.** This Agreement shall commence on execution, and end on December 3rd, 2015, unless terminated earlier under paragraph 18 of this Agreement.

5. **ACCEPTANCE OF CONDITIONS BY CONTRACTOR.** CONTRACTOR has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses and approvals shall be submitted to the COUNTY attached to this agreement.

6. **FINANCIAL RECORDS OF CONTRACTOR.** CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONTRACTOR.

7. **PUBLIC ACCESS.** The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

8. **HOLD HARMLESS AND INSURANCE.** CONTRACTOR covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by CONTRACTOR occasioned by the negligence, errors, or other wrongful act of omission of CONTRACTOR, its employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of CONTRACTOR to comply with the requirements of this section shall be cause for immediate termination of this agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts and naming the Monroe County as an additional insured:

A. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law.

B. COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

C. **COMMERCIAL GENERAL LIABILITY.** Commercial general liability coverage with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

D. **CERTIFICATES OF INSURANCE.** Original Certificates of Insurance shall be provided to the COUNTY at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the COUNTY before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees, agents and volunteers.

9. **NON-WAIVER OF IMMUNITY.** Notwithstanding the provisions of Sec. 286786.28, Florida Statutes, the participation of COUNTY and CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the COUNTY be required to contain any provision for waiver.

10. **INDEPENDENT CONTRACTOR.** At all times and for all purposes under this agreement CONTRACTOR is an independent contractor and not an employee of the Board of COUNTY Commissioners of Monroe COUNTY. No statement contained in this agreement shall be construed so as to find CONTRACTOR or any of his employees, subs, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

11. **NONDISCRIMINATION.** COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or CONTRACTOR agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination.

12. **ASSIGNMENT/SUBCONTRACT.** CONTRACTOR shall not assign or subcontract its obligations under this agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and CONTRACTOR, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or sub shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

13. **COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS.** In providing all services/goods pursuant to this agreement, CONTRACTOR shall abide by all laws of the Federal and State government, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted during the contract term. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. COUNTY requires and contractor agrees to use of e-Verify to assist in making determinations as to immigration status. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and the agreement shall entitle the Board in its discretion to terminate this Agreement immediately and CONTRACTOR agrees to return all payments under this Agreement to the COUNTY within fifteen (15) days of termination. CONTRACTOR shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement. Copy of

required current licenses shall be provided upon execution of this contract and before execution by COUNTY or its designee.

14. **DISCLOSURE AND CONFLICT OF INTEREST.** CONTRACTOR represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes. Upon execution of this contract, and thereafter as changes may require, the CONTRACTOR shall notify the COUNTY of any financial interest it may have in any and all programs in Monroe County which the CONTRACTOR sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, 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 it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15. **NO PLEDGE OF CREDIT.** CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

16. **NOTICE REQUIREMENT.** Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:
Roman Gastesi
County Administrator
1100 Simonton Street
Key West, Fl. 33041

FOR CONTRACTOR:
George Pollis
Band Manager
115 Sardinia Circle
Jupiter, FL 33458

17. **TAXES.** COUNTY is exempt from payment of Florida State Sales and Use taxes. CONTRACTOR shall not be exempted by virtue of the COUNTY'S exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. CONTRACTOR shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

18. **TERMINATION.** The COUNTY may terminate this Agreement with or without cause prior to November 30, 2015. The COUNTY or CONTRACTOR may terminate this Agreement for cause with seven (7) days notice to CONTRACTOR. Cause shall constitute a breach of the obligations of either party to perform the obligations enumerated under this Agreement.

19. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This Agreement shall be governed by and construed in accordance with the laws of the State of, the COUNTY and

CONTRACTOR agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe COUNTY, Florida.

20. **MEDIATION.** The COUNTY and CONTRACTOR agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

21. **SEVERABILITY.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

22. **ATTORNEY'S FEES AND COSTS.** COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs. Each party agrees to pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

23. **PRIVILEGES AND IMMUNITIES.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

24. **NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

25. **ATTESTATIONS.** CONTRACTOR agrees to execute such documents as the COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. **NO PERSONAL LIABILITY.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable

personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

27. **EXECUTION IN COUNTERPART.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of COUNTY and CONTRACTOR hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF COUNTY and CONTRACTOR hereto have executed this Agreement on the day and date first written above.

(SEAL)
Attest: CLERK

BOARD OF COUNTY
COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor

Date: _____

Date: _____

Witnesses for CONTRACTOR:

REEL TING BAND

By: *Elizabeth Polles*
Signature
Date: Oct 2, 2015

By: *[Signature]*
Signature of person authorized to
legally bind Corporation
Date: Oct 2, 2015

By: *Mike Polles*
Signature
Date: Oct 2, 2015

George Polles
Print Name
Address: PO. BOX 8424
JUPITER FL 33468

Telephone Number: (561) 215-7596

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/27/15

EXHIBIT "A"

Musician Services for 7th Annual SE Florida Regional Climate Summit, December 2, 2015

The CONTRACT amount shall be a lump sum amount of \$2995.00, including all set up, music sets, and tear down. There shall be no additional expenses for travel, lodging, per diem or any other expenses, as they are included in the stated total compensation.

Tropical Music

The sounds of **steel band music** incorporate many musical styles, and are versatile enough to suit any occasion. **Key West Steel Drum Band** can handle a wide range of music. Among the **steel drum songs** in our arsenal include the traditional **reggae** and **calypso**, modern **soca** and **dancehall**, select **Top 40 hits**, **folk songs**, **Jimmy Buffet** selections, and of course the **traditional wedding songs** and perennial audience favorites. Whether it is a corporate event, a holiday party, or a reception in need of some **tropical wedding music**, we have the tunes you're looking for to complete your celebration.

Just close your eyes and picture the sandy beach reception or the event hall on a warm summer evening, and listen to the sounds of **steel band music**. That's what you'll get from **Key West Steel Drum Band**, the best **steel drum music** in the **Florida Keys** and **Key West**. And if you are looking for **tropical wedding music**, this group can't be beat.

There is nothing quite like the sound of **steel drum music** for its ability to engage and entertain an audience. **Key West Steel Drum Band** is non-stop energy from that first beat of the drum, and if **steel band music** doesn't get everyone dancing on its own, the interactive dialogue between the band and the guests will do the trick.

Key West Steel Drum Band Song List

All my life - KC and Jojo	Angel - Shaggy
Ain't No Sunshine	Autumn Leaves - Instrumental
B 52'2 Girls	Baby Love
Baby Blue Jeans	Baby Come Back
Baby I Love You	Barry White Tribute Set
Bad Boys - Inner Circle	Bam Bam (Dancehall)
Banana Wind - Instrumental	Banana Republic
Banana Boat Song - Harry Belafonte	Beautiful Girls - Sean Kingston
Be My Baby Girl	Big Daddy Weaver
Big Bamboo	Buffalo Soldier
Believe in love - Maxi Priest	Better Together(Steeldrums Instrumental) - Jack Johnson
Big Bamboo	Biting Insects
Boat Drinks - Jimmy Buffett Instrumental	Brazil - Instrumental
Bring it/ Want mi Rum (Soca2008)	Brown Eye Girl - Jimmy Buffett
Buffalo Soldier - Bob Marley	Bush Doctor - Peter Tosh
Calle Ocho (I know you want me) (soca) -	Can't Help Fallin in Love with you - UB40/

Pitbull	Elvis Presley
Can't Get Enough - Barry White	Come Monday
Cannon In D	Catch A Shobee
Can't Help Falling In Love With You	Classical Bach
Capleton (Who do you think you are)	Caress Me Down - Sublime
Changes in Latitude - Jimmy Buffett	Cheeseburger in paradise - Jimmy Buffett
Instrumental	Instrumental
Cherry Oh Baby - UB40	Chicken Dance - Line Dance
Chippin (soca 2008)	Coconut Woman - Harry Belafonte
Congo Song	Crack Song
Could you be Loved - Bob Marley	Crazy Ball Heads - Bob Marley
Cry Along with you - TOK	Cry Baby Rhythm (Morgan Heritage)
Cry Baby Rhythm (The woman I love)	Cuban Shuffle
Dance up to this one (soca2005) - Original	Day O - Harry Belafonte
De lizard run up she foot (calypso) - Sparrow	Dis No You Bizniz (reggae2005) - Original
Dollar Wine (soca) - Byron Lee	Don't Matter - Akon
Dreadlock can't live in a tennament	Drunk and Disorderly(calypso) - Sparrow
Dude (Dancehall) - Beenie Man	Easy Skanking - Bob Marley
Equal Rights - Peter Tosh	Exodus
Five O'Clock Somewhere	Feel Good - Beres Hamond
Fins - Jimmy Buffett Instrumental	Fly away - Lenny Kravis
Fly Eagle Fly	From The Bottom of My Heart
Get Drunk and screw - Jimmy Buffett	Get Up Stand Up - Bob Marley
Instrumental	
Girl I need you - Original	Give anything I own
Give it up to me (Dancehall) - Sean paul	Goodbye and I choke - Macy Gray
Guess who's coming for dinner	Good Riddens
Great Pretender	How Seet It Is To Be Loved By You
Hey Baby	Hotel California
Here Come De Bride	Heavens Door
Here I am Baby - UB40	Heaven - Bryan Adams
Hips Don't Lie - Shakira	Hot Hot Hot - Arrow
Hot Stepper	Hotel (Dancehall) - R Kelly
Hotel California Eagles	It's five O'clock Somewhere-Allen Jackson
I Can See CLeary Now	I Don't Mind
I Feel Good - Beres Hammond	I Got Sunshine - Temptations
I Just Wanna Fly	Ice Ice Baby
I walk alone (DanceHall) - Green Day	I'm yours (reggae) - Jason Mraz
Is This Love - Bob Marley	Island In the Sun - Harry Belafonte
Jah Standing By My Side	Jammin - Bob Marley
Johnny Be Good	Jeff the Muff Diver
Johann Sebastian Bach	Just My Imagination
Jump - Rupee	Knock on wood
Knocking On Heavens Door - Bob Dylan	Know that we found love - Third World
Kokomo - Instrumental	La Tortura - Shakira

Lambada (soca) - Instrumental	Land Down Under - Men At work
La La La Lonely	Limbo Rock
Legalize it - Peter Tosh	Lets Do it(soca) - Arrow
Life is what you make it	Lift up your Head - Everton Blender
Lion Sleeps tonight - Instrumental	Lively up Yourself - Bob Marley
Look Who's Dancing	Little Darling
Louie Louie	Lovely Cruise
Macarena - Line Dance	Man with de Hammer - Instrumental
Maryanne	Me and You
Margaritaville - Jimmy Buffett	Masquerade - Instrumental
Master Blaster - Stevie Wonder	Matilda - Harry Belafonte
Melda (calypso) - Sparrow	Melody Sweet (Soca) - Baron
Michael Jackson Tribute Set	Modern English - I Stop The World
Morning mister walker (calypso) - Sparrow	Mother Ocean - Jimmy Buffett Instrumental
Moon River	Morning Trail
Mummers Strut	My Girl
Murder she wrote (Dancehall)	My resistance - Barington Levy
Nani Wine	Natural Mystic - Bob Marley
Need to know - Marc Anthony	Never dis de man - Sanchez
No Games (Romance) - Serani	No No No
No one (reggae) - Alicia keys	No Woman no cry - Bob Marley
On My Mind (reggae2007) zouk version - Da'ville	One Dance - Beres
One Drop - Bob Marley	One Love - Bob Marley
One More Wine - Machel Montano	Party Animal (Soca 2007) - Problem Child
Pirate Looks at 40	Punky Reggae
Pussy Cat - Soca	Rally Round - Steelpulse
Ravers - Steelpulse	Red Red Wine - UB40
Redemption Song - Bob Marley	Rock Lobster
Rock the boat - Instrumental	Rythme Divine
Santeria - Sublime	Seven days (Dancehall) - Craig David
Say Hey	Shame and SCandal
Sexual Healing	Shabba-Maxi Priest (Body couldn't lie to me)
Shake Senora - Harry Belafonte	She Still Lovin Me - Morgan Heritage
Sheriff - Bob Marley	She's Royal - Taurus Riley
Simmer down (Ska)	Someone Love you Honey
Somewhere Over The Rainbow	Spanish Esanina
Son of a sailor - Jimmy Buffett Instrumental	Steppin Razor - Sublime/Peter Tosh
Stiff Necked Fool - Bob Marley	Stir it up - Bob Marley
Stop a Man - Beres	Suavemente - Elvis Crespo
Sugar Boom Boom	Sweat
Sugar Pie Honey Bunch	Shake Shake Shake
Sugar how you get so fly	Sun Is Shining - Bob Marley
Sweat - Inner Circle	Swinging Engine - Burning Flames

Take Good Care of My Baby	That Girl
Teaser	Tempted to touch - Rupee
The Anthem - Pitbull/ KC Jockey/Machel Montano	The Way You Do The Things you Do - UB40
The Harder They Come	Twist And Shout
The Way We Were Memories	The Twist
The Way You Look Tonight	The Thrill Is Gone
Three Little Birds - Bob Marley	Tide is high - Blonde
Time Will Tell	Tonight I Celebrate My Love For You
Tiney Winey - Justin "hero"Cassell/Byron Lee	Too experience - Barington Levy
Trench Town Rock - Bob Marley	Turn Me on - Kevin Little
The Gambler	Turn Your Lights Down Low - Bob Marley
Under The Sea - Instrumental	Underneath It All (instrumental) - No Doubt
Ventura Highway	Volcano - Jimmy Buffett
Wait in vain - Bob Marley	Wanna be close to you - Max! Priest
Want You Back - Singing Melody	Wasn't me - Shaggy
We Are Family	We Couch
What I Like About You	Wedding Party Conga
Wedding March	What A Wonderful World
What Happens inde Party - Rupee	What I Got - Sublime
What She Wants(soca 2005) - Original	What you Gonna Do (Zydeco) - BuckWheat
When A Man Loves a Woman	Worried Man
Wild World	Why Don't We Get Drunk
What you won't do for love	Workie - Burning Flames
Worlds Greatest - R Kelly	Wrong Way (instrumental) - Sublime
Wukking Up (soca) - Patrice Roberts	Yellow Bird - Harry Belafonte
You're Beautiful (Dancehall) - James Blunt	Your love my love (reggae version) - Whitney Houston
Your House - Steelpulse	Your Lips are Juicy - African Beat
Zouk La – Kassav	What A Wonderful World
Gonna Make You Sweat	Funky Town
On The Way To Cape May	

Exhibit "B"

INVOICE

December 3, 2015

To: Monroe County
Attn: Rhonda Haag
102050 Overseas Highway, Ste 246
Key Largo, FL 33037

From: Reel Ting Bank, C/O George Pollis, Band Manager
Street: 115 Sardinia Circle
City: Jupiter
State: Florida
Zip: 33458

Due: \$2995

Please pay the sum of \$2995 for band fees related to our participation at the 7th Annual Regional Climate Leadership Summit on the evening of December 2nd as outlined our contract with the County. There shall be no additional charges for travel, lodging, per diem or any other expenses, as they are included in the stated total compensation. I certify that I have provided the services due under this Contract, which include playing musical sets at the Summit.

By: _____

MONROE COUNTY, FLORIDA

**Request For Waiver
of
Insurance Requirements**

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: Reel Ting
.Inc _____

Contract for: December 2nd 2015 Event @ the Flagler Hotel Key West

Address of Contractor: P.O. Box 8424 Jupiter Fl
33468

Phone: 561 215
7596

Scope of Work: Entertainment/Music/Band

Reason for Waiver: We provided a State of Florida Exemption for Workman's Comp via of a Certificate and a \$1,000,000 General Liability Policy and our State Farm Auto Policy

Policies Waiver

will apply to: _____

Signature of Contractor: _____

Approved

Not Approved

Risk Management _____

Date _____

County Administrator appeal:

Approved: _____

Not Approved: _____

Date: _____

Board of County Commissioners appeal:

DIVISION OF WORKERS' COMPENSATION
BUREAU OF COMPLIANCE

EMPLOYER EXEMPTIONS REPORT

Employer ID: 002535830

FEIN/SSN: 263309958

Name: REEL TING INC

Street1: 115 SARDINIA CIRCLE

Street2: _____

City: JUPITER

State: FL Zip: 33458

First Name	MI	Last Name	SF	Title	Effective Date	Expires/Revocation Date	Form Type
GEORGE	M	POLLIS		PRESIDENT	10/02/2009	00/00/0000	NON-CONSTRUCTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2015

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 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).

PRODUCER Gilchrist Insurance Group 8 E SECOND ST FL 1 MEDIA PA 19063 INSURED Reel Ting 115 Sardinia Circle Jupiter FL 33458	CONTACT NAME: Ted McKenzie PHONE (A/C, No, Ext): (610) 566-9229 E-MAIL ADDRESS: tmckenziejr@yahoo.com		FAX (A/C, No): (610) 566-9220
	INSURER(S) AFFORDING COVERAGE INSURER A Mount Vernon Fire Insurance Company		NAIC #
INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL1592202990 REVISION NUMBER:

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CL-2559463E	10/14/2014	10/14/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Damage to Premises Rented \$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is listed as Additional Insured as called for by contract.

CERTIFICATE HOLDER

CANCELLATION

Monroe County, Florida 1100 Simonton Street Key West, FL 33040	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Troy Gilchrist/TROY
--	--

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AT2 A-6769 A
REEL TING INC
115 SARDINIA CIR
JUPITER FL 33458-8737

AUTO RENEWAL

PREMIUM PAID: \$483.50

DO NOT PAY.

Your premium is billed through the State Farm Payment Plan

State Farm Payment Plan Number: 1160067819

Your State Farm Agent

FRANK WARREN INS AGENCY INC

Office: 772-286-7400

Address: PO BOX 1016

STUART, FL 34995-1016

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Policy Number: 183 0369-F04-59N

Policy Period: June 04, 2015 to December 04, 2015

Vehicle:

2004 FORD EXCURSION

Principal Driver:

GEORGE POLLIS

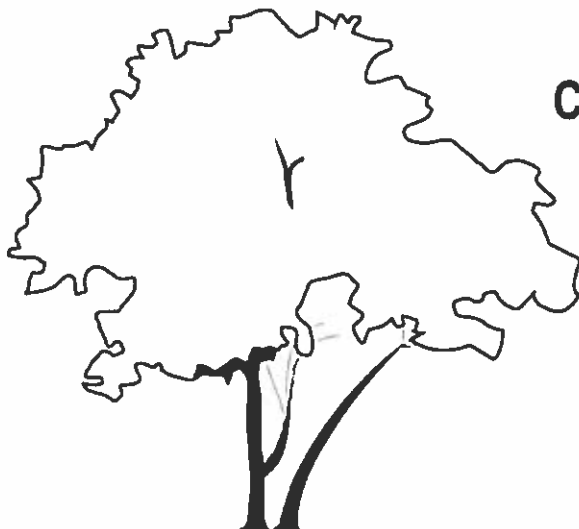
IMPORTANT NOTICE- Under No-Fault Coverage, the only medical expenses we will pay are reasonable medical expenses that are payable under the Florida Motor Vehicle No-Fault Law. The most we will pay for such reasonable medical expenses is 80% of the "schedule of maximum charges" found in the Florida Motor Vehicle No-Fault Law and in the Limits section of the Florida Car Policy's No-Fault Coverage.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Policy Number: 183 0369-F04-59N
Prepared April 13, 2015
Form 1004933

Page number 1 of 5

144211 200 09-16-2012



**CONVENIENCE SAVES
TIME, MONEY
... AND
TREES.**

You have the option to pay your bills online by opting for ePayment on statefarm.com®.

Get to a better State®.

VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used? <i>National average: 12,000 miles driven annually per vehicle</i>
2004 FORD EXCURSION	1FMSU43PX4EC28007	GEORGE POLLIS, a divorced male, who will be age 57 as of June 04, 2015.	To Work, School or Pleasure. Driven over 7,500 miles annually.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

1993 GULFSTREAM CONQUEST

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience

annually to determine which makes and models have earned decreases or increases from State Farm's standard rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Age as of June 04, 2015	Gender	Marital Status
JAMES GRAHAM	65	Male	Single
TERRY NICHOLS	60	Female	Married
WILLIAM JONES	31	Male	Single
GEORGE POLLIS	57	Male	Divorced
RUDOLPH GURDON	68	Male	Married
EILEEN MCFADDEN	50	Female	Single
BRIAN M ALLEN	62	Male	Divorced
WILLIAM BRAD JONES	55	Male	Married
TERRY ANN MAMIE	63	Female	Married
PASCAL APOLLON	56	Male	Single

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it.

Each driver is designated as an **Assigned Driver** on the household automobile that he or she most frequently drives.

Your premium may be influenced by the information shown for these drivers.

COVERAGE AND LIMITS See your policy for an explanation of these coverages.

A	Liability	
	Bodily Injury 10,000/20,000	
	Property Damage 10,000	\$313.01
P10	No Fault	\$132.96
D	500 Deductible Comprehensive	\$35.93
H	Emergency Road Service	\$1.60
Total Premium		\$483.50

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

IMPORTANT INFORMATION ABOUT UNINSURED MOTOR VEHICLE COVERAGE

Now is a good time to consider either adding Uninsured Motor Vehicle Coverage, or increasing your limits for this coverage. This coverage protects you, your resident family members and your passengers in the event of bodily injury sustained in an accident for which an unidentified, uninsured, or underinsured driver is legally liable.

You have the right to choose one of these options:

a. select stacking coverage (U) with any available limits up to your bodily injury liability coverage limits, which means that if more than one Uninsured Motor Vehicle Coverage applies, the limits for the applicable coverages may be added together (Stacking is not available for policies with a named insured that is not a natural person);

b. select, at a reduced premium, non-stacking coverage (U3) with any available limits up to your bodily injury liability coverage limits, which means the Uninsured Motor Vehicle Coverage limits are not added together in most circumstances. The non-stacking coverage on this policy is

not available to persons injured while occupying a motor vehicle owned by you or a resident family member which is not insured for uninsured motorist coverage by this policy; or
c. reject this coverage entirely.

Please contact your State Farm agent if you wish to change coverage.

IMPORTANT INFORMATION ABOUT PREMIUM SAVINGS FOR NO-FAULT COVERAGE

(Coverage P - Personal Injury Protection Insurance)

For personal injury protection insurance, the named insured may elect a deductible and to exclude coverage for loss of gross income and loss of earning capacity ("lost wages"). These elections apply to the named insured alone, or to the named insured and all dependent resident relatives. A premium reduction will result from these elections. The named insured is hereby advised not to elect the lost wage exclusion if the named insured or dependent resident relatives are employed, since lost wages will not be payable in the event of an accident.

Please contact your agent for information about No-Fault premium savings.

DISCOUNTS These adjustments have already been applied to your premium.

Antilock Brakes	✓
Antitheft	✓
Vehicle Safety	✓
Total Discounts	\$56.17

SURCHARGES AND DISCOUNTS

AUTOMOBILE RATING PLAN - Applies to private passenger cars only.

Accident-Free Discount - Once your policy has been in force for at least three years with no chargeable accidents, you may qualify for our Accident-Free Discount. Once you

(continued on next page)

SURCHARGES AND DISCOUNTS *continued*

qualify, this discount applies as long as there are no chargeable accidents, and may even increase over time.

Good Driving Discount - Newer policyholders who do not yet qualify for our Accident-Free Discount (available after three years with no chargeable accidents) may already be receiving a Good Driving Discount. This discount continues to apply until your policy qualifies for the Accident-Free Discount as long as there are no chargeable accidents and no new drivers. If you add new drivers, they must also qualify in order for your Good Driving Discount to continue.

Chargeable Accidents - For new business rating, an accident is chargeable if it results in \$750 or more of damage to any property. For renewal business, an accident is chargeable as of the date State Farm pays at least \$750 (for accidents occurring on or after April 1, 1999) under property damage liability and collision coverages for an at-fault accident.

Surcharges - If there are chargeable accidents, you may lose your Good Driving Discount or Accident-Free Discount and receive accident surcharges. But if the accident is the first to become chargeable in nine years and this policy has been in force for at least that long, the Accident-Free Discount will continue and no surcharge will apply. The surcharge for each accident depends upon the number and timing of the accidents, and each accident surcharge will remain in effect up to three years.

Surcharges will be removed if the company is given satisfactory evidence that the driver involved is no longer a member of the household or will not be driving the car in the future. If that driver is insured on another State Farm policy, his or her driving record will be considered in the rating of the other policy.

These discounts and surcharges do not apply to all coverages. For complete details, see your State Farm agent.

ADDITIONAL INFORMATION

If the above information is incomplete or inaccurate, or if you want to confirm the information we have in our records please contact your agent.

Rates adjusted for auto insurance in Florida

Auto insurance rates for Florida customers have been adjusted to better reflect changing claim costs. Overall, most customers will see an increase in their premium. The amount your premium may have changed depends on many factors, including:

- the coverages you have
- where you live
- the kind of car you drive
- how the car is used
- who drives the car

Any premium adjustment is reflected on your enclosed billing notice. If you have any questions, Please contact your agent.

Buying a new car? Remember to contact your agent!

When you buy an additional car or one that replaces a car already on your policy, you need to report the change to your agent **promptly**. Even though the dealership you purchased the car from may offer to notify your agent or insurance company, you, as the named insured, are responsible for reporting all changes to your auto policy. By contacting your agent, you can help:

- avoid any complications or lack of coverage in the event of an accident or loss,
- avoid insurance verification problems with a lienholder, the police, or the department of motor vehicles, and
- ensure that you receive any new discounts you may be entitled to.

Your current State Farm policy automatically provides certain coverages for a new or replacement car for up to a specified, limited number of days after you take possession of the car. Please refer to your policy for the number of days that applies in your state.

If you have any questions about coverage for a newly acquired car, please contact your State Farm agent.

(continued on next page)

Disclaimer: This message is provided for informational purposes only and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Car Policy booklet, the most recently issued Declarations Page, and any applicable endorsements.

Save money with our Drive Safe & Save™ Discount!

Empowering Your Drive™

You can receive a discount on your premium by participating in our Drive Safe & Save Program. This program recognizes how much and, in some cases, how safely your vehicle is driven. There are several ways you can participate depending on the vehicle you drive. You'll receive an initial participation discount just for enrolling. At each six-month renewal, your discount will be adjusted based on information collected from your car.

Contact your State Farm agent or visit drivesafeandsave.com for details.

AGREEMENT FOR MUSICIAN SERVICES
BETWEEN MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
REEL TING BAND FOR
7th ANNUAL CLIMATE LEADERSHIP SUMMIT

This Agreement is made and entered into this 17th day of NOVEMBER, 2015, between MONROE COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and Reel Ting Band, ("CONTRACTOR"), c/o George Pollis, whose address is 115 Sardinia Circle, Jupiter, FL 33458.

WHEREAS, COUNTY desires employ the professional services of the CONTRACTOR for musician services for the 2015 7th Annual Regional Climate leadership Summit, hereinafter referred to as the "Summit", in Key West on December 1-3; and

WHEREAS, it serves a public purpose for the COUNTY to host the Summit, as a partner of the Four County Compact "Compact", to protect public infrastructure, property, water resources, natural areas and native species, and basic quality of life; and

WHEREAS, in order to host the Summit, as currently envisioned, it is desired to enlist the assistance of a band to provide music to the registrants and participants of the Summit during the outdoor event on December 2nd; and

WHEREAS, funds for these services will be provided only through paid donations for the event, already received by the COUNTY; and

WHEREAS, the CONTRACTOR has agreed to provide the musician services, and has the required licenses and insurance to perform the services;

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. **THE AGREEMENT.** The Agreement consists of this document, and its exhibits only.
2. **SCOPE OF THE WORK.** CONTRACTOR agrees to provide live music on the evening of December 2nd from the list of songs specified in Exhibit "A". The band will play between 6:00 PM and 10:30 PM breaking for 5 minute breaks between sets, each set lasting thirty (30) to forty-five (45) minutes.
3. **COMPENSATION AND PAYMENTS TO CONTRACTOR.**

A. The COUNTY shall pay the CONTRACTOR from funds donated to the COUNTY for the purpose of hosting the Summit. The CONTRACT amount shall be a lump sum of \$2995, including all set up, music sets and tear down. There shall be no additional expenses for travel, lodging, per diem or any other expenses, as they are included in the stated total compensation.

B. Payment to the CONTRACTOR shall be made by COUNTY when the CONTRACT has been fully performed by the CONTRACTOR.

C. CONTRACTOR shall submit to COUNTY a final invoice, Exhibit "B", with supporting documentation acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds.

4. **TERM OF AGREEMENT.** This Agreement shall commence on execution, and end on December 3rd, 2015, unless terminated earlier under paragraph 18 of this Agreement.

5. **ACCEPTANCE OF CONDITIONS BY CONTRACTOR.** CONTRACTOR has, and shall maintain throughout the term of this Agreement, appropriate licenses. Proof of such licenses and approvals shall be submitted to the COUNTY attached to this agreement.

6. **FINANCIAL RECORDS OF CONTRACTOR.** CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONTRACTOR.

7. **PUBLIC ACCESS.** The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

8. **HOLD HARMLESS AND INSURANCE.** CONTRACTOR covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by CONTRACTOR occasioned by the negligence, errors, or other wrongful act of omission of CONTRACTOR, its employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of CONTRACTOR to comply with the requirements of this section shall be cause for immediate termination of this agreement.

Prior to execution of this agreement, CONTRACTOR shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts and naming the Monroe County as an additional insured:

A. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law.

B. COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

C. **COMMERCIAL GENERAL LIABILITY.** Commercial general liability coverage with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

D. **CERTIFICATES OF INSURANCE.** Original Certificates of Insurance shall be provided to the COUNTY at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the COUNTY before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees, agents and volunteers.

9. **NON-WAIVER OF IMMUNITY.** Notwithstanding the provisions of Sec. 286786.28, Florida Statutes, the participation of COUNTY and CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the COUNTY be required to contain any provision for waiver.

10. **INDEPENDENT CONTRACTOR.** At all times and for all purposes under this agreement CONTRACTOR is an independent contractor and not an employee of the Board of COUNTY Commissioners of Monroe COUNTY. No statement contained in this agreement shall be construed so as to find CONTRACTOR or any of his employees, subs, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

11. **NONDISCRIMINATION.** COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or CONTRACTOR agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination.

12. **ASSIGNMENT/SUBCONTRACT.** CONTRACTOR shall not assign or subcontract its obligations under this agreement to others, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and CONTRACTOR, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or sub shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

13. **COMPLIANCE WITH LAW AND LICENSE REQUIREMENTS.** In providing all services/goods pursuant to this agreement, CONTRACTOR shall abide by all laws of the Federal and State government, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted during the contract term. Compliance with all laws includes, but is not limited to, the immigration laws of the Federal and State government. COUNTY requires and contractor agrees to use of e-Verify to assist in making determinations as to immigration status. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and the agreement shall entitle the Board in its discretion to terminate this Agreement immediately and CONTRACTOR agrees to return all payments under this Agreement to the COUNTY within fifteen (15) days of termination. CONTRACTOR shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement. Copy of

required current licenses shall be provided upon execution of this contract and before execution by COUNTY or its designee.

14. **DISCLOSURE AND CONFLICT OF INTEREST.** CONTRACTOR represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes. Upon execution of this contract, and thereafter as changes may require, the CONTRACTOR shall notify the COUNTY of any financial interest it may have in any and all programs in Monroe County which the CONTRACTOR sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, 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 it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15. **NO PLEDGE OF CREDIT.** CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

16. **NOTICE REQUIREMENT.** Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY:
Roman Gastesi
County Administrator
1100 Simonton Street
Key West, Fl. 33041

FOR CONTRACTOR:
George Pollis
Band Manager
115 Sardinia Circle
Jupiter, FL 33458

17. **TAXES.** COUNTY is exempt from payment of Florida State Sales and Use taxes. CONTRACTOR shall not be exempted by virtue of the COUNTY'S exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. CONTRACTOR shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

18. **TERMINATION.** The COUNTY may terminate this Agreement with or without cause prior to November 30, 2015. The COUNTY or CONTRACTOR may terminate this Agreement for cause with seven (7) days notice to CONTRACTOR. Cause shall constitute a breach of the obligations of either party to perform the obligations enumerated under this Agreement.

19. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.** This Agreement shall be governed by and construed in accordance with the laws of the State of, the COUNTY and

CONTRACTOR agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe COUNTY, Florida.

20. **MEDIATION.** The COUNTY and CONTRACTOR agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

21. **SEVERABILITY.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

22. **ATTORNEY'S FEES AND COSTS.** COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs. Each party agrees to pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

23. **PRIVILEGES AND IMMUNITIES.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

24. **NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

25. **ATTESTATIONS.** CONTRACTOR agrees to execute such documents as the COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

26. **NO PERSONAL LIABILITY.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable

personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

27. **EXECUTION IN COUNTERPART.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of COUNTY and CONTRACTOR hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF COUNTY and CONTRACTOR hereto have executed this Agreement on the day and date first written above.

(SEAL)
Attest: CLERK

BOARD OF COUNTY
COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk


By: _____
Mayor

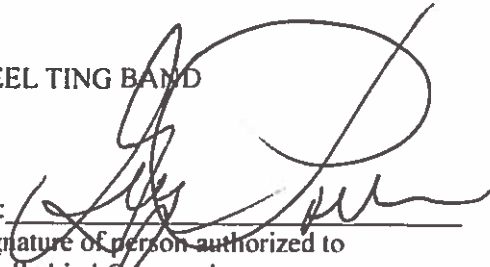
Date: _____


Date: _____

Witnesses for CONTRACTOR:

REEL TING BAND

By: 
Signature
Date: oct 2, 2015

By: 
Signature of person authorized to
legally bind Corporation
Date: oct 2, 2015

By: 
Signature
Date: oct 2, 2015

George Peelis
Print Name
Address: PO BOX 8424
Jupiter, FL 33468

Telephone Number: (561) 215-7596

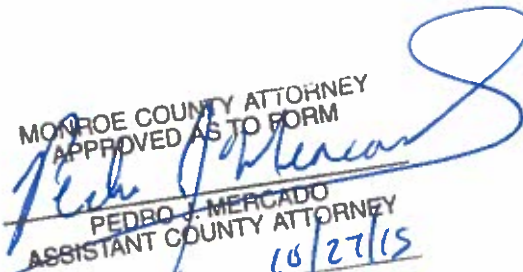
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date: 10/27/15

EXHIBIT "A"

Musician Services for 7th Annual SE Florida Regional Climate Summit, December 2, 2015

The CONTRACT amount shall be a lump sum amount of \$2995.00, including all set up, music sets, and tear down. There shall be no additional expenses for travel, lodging, per diem or any other expenses, as they are included in the stated total compensation.

Tropical Music

The sounds of **steel band music** incorporate many musical styles, and are versatile enough to suit any occasion. **Key West Steel Drum Band** can handle a wide range of music. Among the **steel drum songs** in our arsenal include the traditional **reggae** and **calypso**, modern **soca** and **dancehall**, select **Top 40 hits**, **folk songs**, **Jimmy Buffet** selections, and of course the **traditional wedding songs** and perennial audience favorites. Whether it is a corporate event, a holiday party, or a reception in need of some **tropical wedding music**, we have the tunes you're looking for to complete your celebration.

Just close your eyes and picture the sandy beach reception or the event hall on a warm summer evening, and listen to the sounds of **steel band music**. That's what you'll get from **Key West Steel Drum Band**, the best **steel drum music** in the **Florida Keys** and **Key West**. And if you are looking for **tropical wedding music**, this group can't be beat.

There is nothing quite like the sound of **steel drum music** for its ability to engage and entertain an audience. **Key West Steel Drum Band** is non-stop energy from that first beat of the drum, and if **steel band music** doesn't get everyone dancing on its own, the interactive dialogue between the band and the guests will do the trick.

Key West Steel Drum Band Song List

All my life - KC and Jojo	Angel - Shaggy
Ain't No Sunshine	Autumn Leaves - Instrumental
B 52'2 Girls	Baby Love
Baby Blue Jeans	Baby Come Back
Baby I Love You	Barry White Tribute Set
Bad Boys - Inner Circle	Bam Bam (Dancehall)
Banana Wind - Instrumental	Banana Republic
Banana Boat Song - Harry Belefonte	Beautiful Girls - Sean Kingston
Be My Baby Girl	Big Daddy Weaver
Big Bamboo	Buffalo Soldier
Believe in love - Maxi Priest	Better Together(Steeldrums Instrumental) - Jack Johnson
Big Bamboo	Biting Insects
Boat Drinks - Jimmy Buffett Instrumental	Brazil - Instrumental
Bring it/ Want mi Rum (Soca2008)	Brown Eye Girl - Jimmy Buffett
Buffalo Soldier - Bob Marley	Bush Doctor - Peter Tosh
Calle Ocho (I know you want me) (soca) -	Can't Help Fallin in Love with you - UB40/

Pitbull	Elvis Presley
Can't Get Enough - Barry White	Come Monday
Cannon In D	Catch A Shobee
Can't Help Falling In Love With You	Classical Bach
Capleton (Who do you think you are)	Caress Me Down - Sublime
Changes in Latitude - Jimmy Buffett	Cheeseburger in paradise - Jimmy Buffett
Instrumental	Instrumental
Cherry Oh Baby - UB40	Chicken Dance - Line Dance
Chippin (soca 2008)	Coconut Woman - Harry Belafonte
Congo Song	Crack Song
Could you be Loved - Bob Marley	Crazy Ball Heads - Bob Marley
Cry Along with you - TOK	Cry Baby Rhythm (Morgan Heritage)
Cry Baby Rhythm (The woman I love)	Cuban Shuffle
Dance up to this one (soca2005) - Original	Day O - Harry Belafonte
De lizard run up she foot (calypso) - Sparrow	Dis No You Bizniz (reggae2005) - Original
Dollar Wine (soca) - Byron Lee	Don't Matter - Akon
Dreadlock can't live in a tennament	Drunk and Disorderly(calypso) - Sparrow
Dude (Dancehall) - Beenie Man	Easy Skanking - Bob Marley
Equal Rights - Peter Tosh	Exodus
Five O'Clock Somewhere	Feel Good - Beres Hamond
Fins - Jimmy Buffett Instrumental	Fly away - Lenny Kravis
Fly Eagle Fly	From The Bottom of My Heart
Get Drunk and screw - Jimmy Buffett	Get Up Stand Up - Bob Marley
Instrumental	
Girl I need you - Original	Give anything I own
Give it up to me (Dancehall) - Sean paul	Goodbye and I choke - Macy Gray
Guess who's coming for dinner	Good Riddens
Great Pretender	How Seet It Is To Be Loved By You
Hey Baby	Hotel California
Here Come De Bride	Heavens Door
Here I am Baby - UB40	Heaven - Bryan Adams
Hips Don't Lie - Shakira	Hot Hot Hot - Arrow
Hot Stepper	Hotel (Dancehall) - R Kelly
Hotel California Eagles	It's five O'clock Somewhere-Allen Jackson
I Can See CLeary Now	I Don't Mind
I Feel Good - Beres Hammond	I Got Sunshine - Temptations
I Just Wanna Fly	Ice Ice Baby
I walk alone (DanceHall) - Green Day	I'm yours (reggae) - Jason Mraz
Is This Love - Bob Marley	Island In the Sun - Harry Belafonte
Jah Standing By My Side	Jammin - Bob Marley
Johnny Be Good	Jeff the Muff Diver
Johann Sebastian Bach	Just My Imagination
Jump - Rupee	Knock on wood
Knocking On Heavens Door - Bob Dylan	Know that we found love - Third World
Kokomo - Instrumental	La Tortura - Shakira

Lambada (soca) - Instrumental	Land Down Under - Men At work
La La La Lonely	Limbo Rock
Legalize it - Peter Tosh	Lets Do it(soca) - Arrow
Life is what you make it	Lift up your Head - Everton Blender
Lion Sleeps tonight - Instrumental	Lively up Yourself - Bob Marley
Look Who's Dancing	Little Darling
Louie Louie	Lovely Cruise
Macarena - Line Dance	Man with de Hammer - Instrumental
Maryanne	Me and You
Margaritaville - Jimmy Buffett	Masquerade - Instrumental
Master Blaster - Stevie Wonder	Matilda - Harry Belafonte
Melda (calypso) - Sparrow	Melody Sweet (Soca) - Baron
Michael Jackson Tribute Set	Modern English - I Stop The World
Morning mister walker (calypso) - Sparrow	Mother Ocean - Jimmy Buffett Instrumental
Moon River	Morning Trail
Mummers Strut	My Girl
Murder she wrote (Dancehall)	My resistance - Barington Levy
Nani Wine	Natural Mystic - Bob Marley
Need to know - Marc Anthony	Never dis de man - Sanchez
No Games (Romance) - Serani	No No No
No one (reggae) - Alicia keys	No Woman no cry - Bob Marley
On My Mind (reggae2007) zouk version - Da'ville	One Dance - Beres
One Drop - Bob Marley	One Love - Bob Marley
One More Wine - Machel Montano	Party Animal (Soca 2007) - Problem Child
Pirate Looks at 40	Punky Reggae
Pussy Cat - Soca	Rally Round - Steelpulse
Ravers - Steelpulse	Red Red Wine - UB40
Redemption Song - Bob Marley	Rock Lobster
Rock the boat - Instrumental	Rythme Divine
Santeria - Sublime	Seven days (Dancehall) - Craig David
Say Hey	Shame and SCandal
Sexual Healing	Shabba-Maxi Priest (Body couldn't lie to me)
Shake Senora - Harry Belafonte	She Still Lovin Me - Morgan Heritage
Sheriff - Bob Marley	She's Royal - Taurus Riley
Simmer down (Ska)	Someone Love you Honey
Somewhere Over The Rainbow	Spanish Esanina
Son of a sailor - Jimmy Buffett Instrumental	Steppin Razor - Sublime/Peter Tosh
Stiff Necked Fool - Bob Marley	Stir it up - Bob Marley
Stop a Man - Beres	Suavemente - Elvis Crespo
Sugar Boom Boom	Sweat
Sugar Pie Honey Bunch	Shake Shake Shake
Sugar how you get so fly	Sun Is Shining - Bob Marley
Sweat - Inner Circle	Swinging Engine - Burning Flames

Take Good Care of My Baby	That Girl
Teaser	Tempted to touch - Rupee
The Anthem - Pitbull/ KC Jockey/Machel Montano	The Way You Do The Things you Do - UB40
The Harder They Come	Twist And Shout
The Way We Were Memories	The Twist
The Way You Look Tonight	The Thrill Is Gone
Three Little Birds - Bob Marley	Tide is high - Blonde
Time Will Tell	Tonight I Celebrate My Love For You
Tiney Winey - Justin 'hero"Cassell/Byron Lee	Too experience - Barington Levy
Trench Town Rock - Bob Marley	Turn Me on - Kevin Little
The Gambler	Turn Your Lights Down Low - Bob Marley
Under The Sea - Instrumental	Underneath It All (instrumental) - No Doubt
Ventura Highway	Volcano - Jimmy Buffett
Wait in vain - Bob Marley	Wanna be close to you - Max! Priest
Want You Back - Singing Melody	Wasn't me - Shaggy
We Are Family	We Couch
What I Like About You	Wedding Party Conga
Wedding March	What A Wonderful World
What Happens inde Party - Rupee	What I Got - Sublime
What She Wants(soca 2005) - Original	What you Gonna Do (Zydeco) - BuckWheat
When A Man Loves a Woman	Worried Man
Wild World	Why Don't We Get Drunk
What you won't do for love	Workie - Burning Flames
Worlds Greatest - R Kelly	Wrong Way (instrumental) - Sublime
Wukking Up (soca) - Patrice Roberts	Yellow Bird - Harry Belafonte
You're Beautiful (Dancehall) - James Blunt	Your love my love (reggae version) - Whitney Houston
Your House - Steelpulse	Your Lips are Juicy - African Beat
Zouk La – Kassav	What A Wonderful World
Gonna Make You Sweat	Funky Town
On The Way To Cape May	

Exhibit "B"

INVOICE

December 3, 2015

To: Monroe County
Attn: Rhonda Haag
102050 Overseas Highway, Ste 246
Key Largo, FL 33037

From: Reel Ting Bank, C/O George Pollis, Band Manager
Street: 115 Sardinia Circle
City: Jupiter
State: Florida
Zip: 33458

Due: \$2995

Please pay the sum of \$2995 for band fees related to our participation at the 7th Annual Regional Climate Leadership Summit on the evening of December 2nd as outlined our contract with the County. There shall be no additional charges for travel, lodging, per diem or any other expenses, as they are included in the stated total compensation. I certify that I have provided the services due under this Contract, which include playing musical sets at the Summit.

By: _____