

**REGULAR**

**MEETING**

**MARCH 12, 2024**



**FLORIDA**

*Mosquito Control*

**DISTRICT**

**KEYS**

# 2024 CALENDAR

January-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

February-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

April-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

August-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

December-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Holidays
  Meetings
  Conferences

## Regular Meeting Agenda

Florida Keys Mosquito Control District  
Marathon Office  
503 107<sup>TH</sup> Street, Marathon, FL

**March 12, 2024 2:30 pm (approximate)**

### 1.) Call to Order

### 2.) Roll Call

### 3.) Community Input:

Community Input shall be heard prior to each specified agenda item.

The Board adheres to, and conducts each meeting in accordance with, Robert's Rules of Order. Presentations to the Board are limited to three (3) minutes for each individual speaker and five (5) minutes for the representative of a designated group. Transfer of time between individuals and/or groups is not permitted. Letters submitted to any Commissioner, the Executive Director, Executive Assistant, or any other District employee during a Board meeting will be placed into the record but will not additionally be read into the record at the meeting.

The Board welcomes public input but also must maintain order. Thus, community input is not a time for open dialogue between the Board and the speaker. Speakers should direct their comments to the Board and not to District staff or other audience members. Speakers should not expect Commissioners or staff to answer or respond to questions during community input. If appropriate, the Board may request the issue be added as a discussion item at a future District Board meeting. Furthermore, all speakers agree to abide by FKMCD's Code of Conduct Policy and Procedures Governing Meetings, Hearings, and Community Input, as adopted through Resolution 2021-02.

Any person who wishes to make public comment during this meeting may be heard by the Board, through the Board Chair, on any proposition before the Board by either (1) complete and provide the supplied community input card or inform the Clerk/Executive Assistant to the Board, specifying the agenda item; or (2) when remote means for input is allowed by the Board, calling 305-292-7190 or emailing the Clerk/Executive Assistant (currently [ddarias@keysmosquito.org](mailto:ddarias@keysmosquito.org)) no later than 11:00 am on March 12, 2024. If attending remotely, you must remain available by phone from the hours of 1:00pm to 4:00pm.

### 4.) Consent Agenda

All items listed as Consent Agenda items are considered routine and non-controversial by the FKMCD Board and will be approved by a single motion. There will be no separate discussion of these items. Prior to this meeting, Board Members have had the opportunity to review each of these items and may request that any item be moved to an Action Item for individual consideration.

- a.) **Minutes** of the February 20, 2024 Audit Committee Meeting **Pg. 6**
- b.) **Minutes** of the February 20, 2024 Public Relations Workshop **Pgs. 7-8**
- c.) **Minutes** of the February 20, 2024 Regular Meeting **Pgs. 9-11**

**5.) Approval of Agenda**

**6.) Treasurer's Report**

**7.) Attorney's Report**

**8.) Director's Report** Pgs. 15-25

**9.) Items for Board Discussion**

a.) Legislative Update (Leal) Pg. 26

**10.) Items for Board Review and Action:**

a.) Financial Reports (Holden)

I. Budget Analysis Pgs. 28-32

II. District Finances Pg. 33

III. Cash Disbursements through February 2024 Pgs. 34-37

b.) Resolution 2024-08 Ratification of Emergency Purchase: GA Contractors (Leal) Pgs. 39-66

c.) Resolution 2024-09 Approving the Award of RFP 2024-03 Mosquito Control Adulticide & Larvicide (Holden) Pgs. 68-73

d.) Resolution 2024-10: Approving the Award of Sole Source 2024-04 (3) A1 Super Duty 55 Mist Sprayers (Holden) Pgs. 75-81

e.) May Meeting Date (Leal) Pg. 83

**11.) Good of the Order**

**12.) Meeting Adjourned**

# *Item 4*

## Approval of Minutes

**Audit Committee Meeting Minutes**

**Florida Keys Mosquito Control District**

Marathon Office

503 107<sup>th</sup> Street Marathon, FL 33050

**February 20<sup>th</sup>, 2024 11:00 am**

The Board of Commissioners of the Florida Keys Mosquito Control District held an Audit Committee Meeting on February 20, 2024 at the FKMCD Marathon office.

**Present Were:** Phillip Goodman, Commissioner; Dr. Stanley Zuba, Commissioner; Bette Brown, Commissioner; Brandon Pinder, Commissioner; Andrea Leal, Executive Director; Roget Bryan, Board Attorney. Jill Cranney, Chairman was present via the telephone.

**Employees Present Were:** Mikki Coss, Director of Operations; Bruce Holden, Director of Finance; Chad Huff, Public Education & Information Officer; Edgar Delacerda, Director of Aerial Operations; Deanna Darias, Executive Assistant; Tony Nunez, Chief Technology Officer.

**Invited Guests Present:** Jim Hill, Oropeza & Parks was on the telephone.

**Community Input:** None.

**Approval of Agenda:** A motion was made by Chairman Goodman, seconded by Commissioner Brown and passed unanimously to approve Chairman Cranney to participate in the Audit Committee Meeting via telephone. Commissioner Goodman asked the Board if there were any corrections or additions to the agenda, having none, a motion was made by Commissioner Brown, seconded by Commissioner Zuba and passed unanimously to approve the agenda.

**Items for Board Discussion:**

**6a.) 2022-2023 Audit Planning** – Chairman Cranney introduced Jim Hill, Oropeza & Parks, who was on the phone, he advised that due to pending items including fixed assets, GASB 87 & 96, and the actuarial evaluation he anticipates doing the audit presentation in May. Once he receives all of these items it will take him time to verify the financial statements are also up to date. Bruce Holden, Director of Finance stated he should be receiving the actuarial study soon and he will send that to Oropeza & Parks; he also updated the board on GASB 87 & 96. He will work with Mr. Hill on submitting all of the outstanding items.

**Good of the Order:** Chairman Cranney scheduled the next Audit Meeting for March 12<sup>th</sup>, 2024 at 1:00pm.

There being no further business to come before the Board the meeting was adjourned.

*Respectfully submitted,*

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*Andrea Leal, Executive Director*

*Board of Commissioners  
Florida Keys Mosquito Control District*

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*Jill Cranney, Chairman*

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*Bette Brown, Secretary-Treasurer*

*For additional information, please refer to [www.keysmosquito.org](http://www.keysmosquito.org).*

## Public Relations Workshop Minutes

Florida Keys Mosquito Control District  
Marathon Office  
503 107<sup>TH</sup> St. Marathon, FL 33050

February 20, 2024 11:20 am

The Board of Commissioners of the Florida Keys Mosquito Control District held a Public Relations Workshop on Tuesday, February 20, 2024.

**Present Were:** Phillip Goodman, Chairman; Dr. Stanley Zuba, Vice-Chair, Bette Brown, Secretary-Treasurer; Brandon Pinder, Commissioner; Andrea Leal, Executive Director; Roget Bryan, Board Attorney. Jill Cranney, Commissioner was present via the telephone.

**Employees Present:** Mikki Coss, Director of Operations; Bruce Holden, Director of Finance; Michael Behrend, Director of Human Resources; Edgar Delacerda, Director of Aerial Operations; Dr. Larry Hribar, Director of Research; Chad Huff, Public Education & Information Officer; Deanna Darias, Executive Assistant; Tony Nunez, Chief Technology Officer.

**GUESTS PRESENT:** None

**APPROVAL OF AGENDA:** *A motion was made by Chairman Goodman, seconded by Commissioner Brown and passed unanimously to approve Chairman Cranney to participate in the Public Relations Workshop via telephone. Commissioner Goodman asked the Board if there were any corrections or additions to the agenda, having none, the agenda was unanimously approved.*

Chairman Goodman announces the purpose of this workshop is to discuss frequently asked operational questions.

**DISCUSSION:** Andrea Leal, Executive Director, explained that this workshop was going to be reviewing some of the most frequently asked questions by the community regarding our operations. She turned the meeting over to Mikki Coss, Director of Operations, to answer the first question: "What is the truck spray schedule?" She gave an in-depth overview on the locations in the Keys where we can spray and what type of missions we can do in those areas. She advised we work closely with the U.S Fish & Wildlife Service, Florida Fish & Wildlife, and the State Parks when scheduling any truck or aerial missions.

Next was Edgar Delacerda, Director of Aerial Operations with the question of "Why do our helicopters fly so low?" He explained the regulations that the district must follow when flying and how to explain this to the community. Then he went more into detail with what the mission requirements might be and the flight patterns we must follow to allow for the most efficient treatment methods. He finished up with the limitations that we might run into and what factors may come into play when applying treatments.

Chad Huff, Public Education & Information Officer then went into the next question of: "What type of repellent do you recommend?" He gave a brief overview on the types of questions we get in regards to mosquito repellent and how to answer that correctly. Next was: "Do all mosquitoes transmit diseases?" He stated the Florida Keys are home to more than 50 different mosquito species but virtually all mosquito-borne disease in the Florida Keys in recent years can be attributed to the *Aedes aegypti* mosquito.

Last but not least was Dr. Larry Hribar, Director of Research who gave a presentation on No-See-Ums, one of the most frequent topics that come up when talking to the community. He explained the difference between no-see-ums and mosquitoes, and how difficult it would be to treat these bloodsucking flies in the Florida Keys. It is also important to mention that they are not vectors of human disease in the USA, so spending a large amount of money and resources on these would not make financial sense.

**ADJOURN:** There being no further business to come before the Board, the workshop was adjourned.

*Respectfully submitted,*

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*Andrea Leal  
Executive Director*

*Board of Commissioners  
Florida Keys Mosquito Control District*

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*Phillip L. Goodman, Chairman*

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*Bette Brown, Secretary-Treasurer*

*For additional information, please refer to [www.keysmosquito.org](http://www.keysmosquito.org).*



## Regular Meeting Minutes

Florida Keys Mosquito Control District  
Marathon Office  
503 107<sup>th</sup> Street Marathon, FL 33050

February 20, 2024 1:05 pm

The Board of Commissioners of the Florida Keys Mosquito Control District held a Regular Meeting on February 20, 2024 at the FKMCD Marathon office.

**Present Were:** Phillip Goodman, Chairman; Dr. Stanley Zuba, Vice-Chair; Bette Brown, Secretary/Treasurer; Brandon Pinder, Commissioner; Andrea Leal, Executive Director; Roget Bryan, Board Attorney. Jill Cranney, Commissioner was present via telephone.

**Employees Present Were:** Mikki Coss, Director of Operations; Bruce Holden, Director of Finance; Michael Behrend, Director of Human Resources; Edgar Delacerda, Director of Aerial Operations; Chad Huff, Public Education & Information Officer; Corey Brindisi, Lower Keys Supervisor; Deanna Darias, Executive Assistant; Tony Nunez, Chief Technology Officer.

**Invited Guests Present:** None

**Community Input:** None

**Approval of Consent Agenda:** A motion was made by Chairman Goodman, seconded by Commissioner Brown and passed unanimously to approve Chairman Cranney to participate in the Regular Meeting via telephone. A motion was made by Commissioner Zuba, seconded by Commissioner Brown and passed unanimously to approve the consent agenda.

**Approval of Agenda:** Chairman Goodman requested to amend the agenda by adding item 10g to approve Resolution 2024-07 Ratification of Emergency Purchase: AAA American Restoration. A motion was made by Chairman Goodman, seconded by Commissioner Brown, and passed unanimously to amend the agenda as described. The meeting agenda was unanimously approved by the Board. A motion was made by Commissioner Pinder, seconded by Commissioner Zuba, and passed unanimously to approve the amended agenda.

**Treasurer's Report:** Bette Brown, Secretary/Treasurer, deferred to Bruce Holden on this item. He stated that he had a brief discussion with Commissioner Brown earlier and that at a future meeting they will discuss moving some of their funds around into multiple investment accounts.

**Attorney's Report:** Roget Bryan, Board Attorney, stated they have nothing to report.

**Director's Report:** Executive Director Andrea Leal, started by thanking Corey Brindisi, the Lower Keys Supervisor, for his 15 years of district service and awarded him with a Certificate of Achievement. She gave her monthly operations update to the board and then discussed the ongoing identification of dengue-related illnesses in Miami Dade County that were contracted locally and abroad. She reiterated that regular truck-mounted WDG applications continue to provide a reliable protection against *Aedes aegypti* throughout the Keys. Director Leal then informed the board that because of the sporadic, unusually heavy rain, operational activities were still very busy for this time of year. She reported to the board that January's service request totals were higher than usual. She then informed the board that aviation had been able to visit local schools by helicopter on multiple occasions for various "career day" programs, when they weren't occupied flying granular *Bti* missions. Gerald Adams, Key Largo, and Plantation Key Schools all had a close-up look at an H-125 helicopter. We're going to Sugarloaf for their "Emergency Services" Day in the middle of March.

Director Leal went on to discuss her recent trip to the Capitol for Tallahassee Days, an FMCA event. She stated that staff was keeping a careful eye on the status of two legislative bills that were introduced that might have an effect on how special taxing districts in the state operate. Director Leal then informed the board that a number of staff members would be attending AMCA's annual conference in Dallas in March.

**Items for Board Discussion:**

**9a.) Legislative Update** - Andrea Leal, Executive Director, gave an update on the two current legislative bills that may affect special taxing districts in Florida.

**Items for Board Review and Action:**

**10a.) Financial Reports** – Bruce Holden, Director of Finance, explained everything was essentially going as it was budgeted, with the exception of certain emergency expenditures that had to be made because of the Marathon building fire. *A motion was made by Commissioner Pinder, seconded by Commissioner Zuba, and passed unanimously, confirming the Board received the financial information from January of 2024 and the Board requests it be submitted for audit at the appropriate time.*

**10b.) Resolution 2024-02: Ratification of Emergency Purchase: TK Elevators-** A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, RATIFYING AND APPROVING THE CONTRACT FOR SERVICES WITH TK ELEVATOR FOR ELEVATOR REPAIR SERVICES, ATTACHED HERETO AS ATTACHMENT “1”; DECLARING AN EMERGENCY PURCHASE AND WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. A motion was made by Commissioner Brown, seconded by Commissioner Pinder and passed unanimously to adopt Resolution 2024-02 as written. After a roll call vote, it was unanimously accepted.

**10c.) Resolution 2024-03: Ratification of Emergency Purchase: Rubin, Turnbull & Associates** - A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, RATIFYING AND APPROVING THE ENGAGEMENT AND CONTRACT FOR SERVICES WITH RUBIN TURNBULL & ASSOCIATES FOR CONTRACT LOBBYING SERVICES, ATTACHED HERETO AS ATTACHMENT “1”; DECLARING AN EMERGENCY PURCHASE AND WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner Zuba, seconded by Commissioner Brown and passed unanimously to adopt Resolution 2024-03 as written. After a roll call vote, it was unanimously accepted.*

**10d.) Resolution 2024-04: Approving the Award of ITB 2024-01 Surplus Equipment-** A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, APPROVING THE RECOMMENDATION AND BID AWARDS OF THE ITB 2024-01 EVALUATION COMMITTEE FOR DISPOSITION OF SURPLUS EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner Zuba, seconded by Commissioner Pinder and passed unanimously to adopt Resolution 2024-04 as written. After a roll call vote, it was unanimously accepted.*

**10e.) Resolution 2024-05: Approving the Award of RFP 2024-02 13 New Work Trucks-** A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, APPROVING THE RECCOMENDATION AND AWARD OF THE RFP 2024-02 EVALUATION COMMITTEE FOR 13 NEW WORK TRUCKS; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner Brown, seconded by Commissioner Zuba and passed unanimously to adopt Resolution 2024-05 as written. After a roll call vote, it was unanimously accepted.*

**10f.) Resolution 2024-06: Approving Furniture Purchase from State Contract** - A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, APPROVING THE PIGGYBACK PURCHASE THROUGH THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES ALTERNATE SOURCE CONTRACT WITH AFFORDABLE INTERIOR SYSTEMS, INC. AND ACCEPTING THE BID FROM THE OUTLET CENTER OF FLORIDA, INC. FOR PURCHASE OF FURNITURE FOR THE DISTRICT’S MARATHON OFFICES; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner Pinder, seconded by Commissioner Brown and passed unanimously to adopt Resolution 2024-06 as written. After a roll call vote, it was unanimously accepted.*

**10g.) Resolution 2024-07: Ratification of Emergency Purchase: AAA Restoration** - A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, RATIFYING AND APPROVING THE EXPENDITURE TO AAA AMERICAN RESTORATION FOR FIRE AND MOLD REMEDIATION SERVICES, ATTACHED HERETO AS ATTACHMENT "1"; DECLARING AN EMERGENCY PURCHASE AND WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. A motion was made by Commissioner Pinder, seconded by Commissioner Brown and passed unanimously to adopt Resolution 2024-07 as written. After a roll call vote, it was unanimously accepted.

**Good of the Order:**

- Chairman Goodman discussed the next meeting of the Board to be held on March 12, 2024 at 1pm, and advised the Board there would be an Audit Committee Meeting, Regular Meeting and Workshop.

There being no further business to come before the Board the meeting was adjourned.

*Respectfully submitted,*

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*Andrea Leal  
Executive Director*

*Board of Commissioners  
Florida Keys Mosquito Control District*

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*Phillip L. Goodman, Chairman*

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*Bette Brown, Secretary-Treasurer*

*For additional information, please refer to [www.keysmosquito.org](http://www.keysmosquito.org).*

# *Item 6*

## Treasurer's Report

# *Item 7*

## Attorney's Report

# *Item 8*

## Director's Report

# March 2024 Director's Report

## Employee Milestone Recognition

1. 30 years: John Carson, Lower Keys Inspector

## State of Florida Mosquito-Borne Disease Update (as of 03/02/2024)

1. Monroe County (2024)
  - a. Dengue: 0 local, 0 travel-related
2. All of Florida (2024)
  - a. Dengue: 4 local (3 Miami-Dade, Pasco), 50 travel-related
  - b. Zika: 0 local, 0 travel-related
  - c. Chikungunya: 0 local, 0 travel-related
  - d. West Nile Virus: 0 human cases
  - e. Eastern Equine Encephalitis: 0 human cases
  - f. Malaria: 0 local, 12 travel-related
3. Pasco County is currently under a mosquito-borne illness advisory. Escambia, Hardee, and Miami-Dade counties are currently under a mosquito-borne illness alert.

## Operations Summary

1. Higher than average amounts of rainfall throughout the month of February.
2. Adult Mosquitoes
  - a. Salt Marsh mosquito numbers were higher than the historical average in the Lower and Upper Keys in February.
  - b. No aerial adulticide missions were conducted in February.
  - c. No truck adulticide missions were conducted in February throughout the Keys.
  - d. *Aedes aegypti* numbers did not exceed our adulticide action thresholds throughout the Keys in February.
3. Larval Mosquitoes
  - a. Eleven (11) aerial granular larvicide missions were completed in February, treating approximately 3,500 acres; this is above the historical average for February.
  - b. No aerial liquid larvicide missions were conducted in February.
  - c. Fourteen (14) ground liquid larvicide missions were conducted in February, treating approximately 1,800 acres throughout the Keys.
4. Service Requests received (128) were higher than the historical average for February, majority of which requesting a fog truck or inspection.

## Community Outreach/Education

1. Schools
  - a. Sugarloaf School Public Safety Day: 3/14/24
  - b. Stanley Switlik Career Day: 3/14/24
2. Community Events/Outreach/Speaking Engagements
  - a. KW Botanical Garden Festival: 3/2/24
  - b. Marathon Seafood Festival: 3/9/24 – 3/10/24
  - c. KW Mote Marine Oceanfest: 4/20/24
  - d. Leadership Monroe Graduation Event: 4/27/24
3. Media/News Releases
  - a. Weekly Radio, US 1

## Human Resources

1. New Hires:

- a. Shalena Abbas, Helicopter Pilot (Middle Keys)
  - b. Owen Hamel, Lower Keys Inspector
  - c. Stacey Jones, Lower Keys Inspector
2. Current Openings
    - a. None

## Other Items

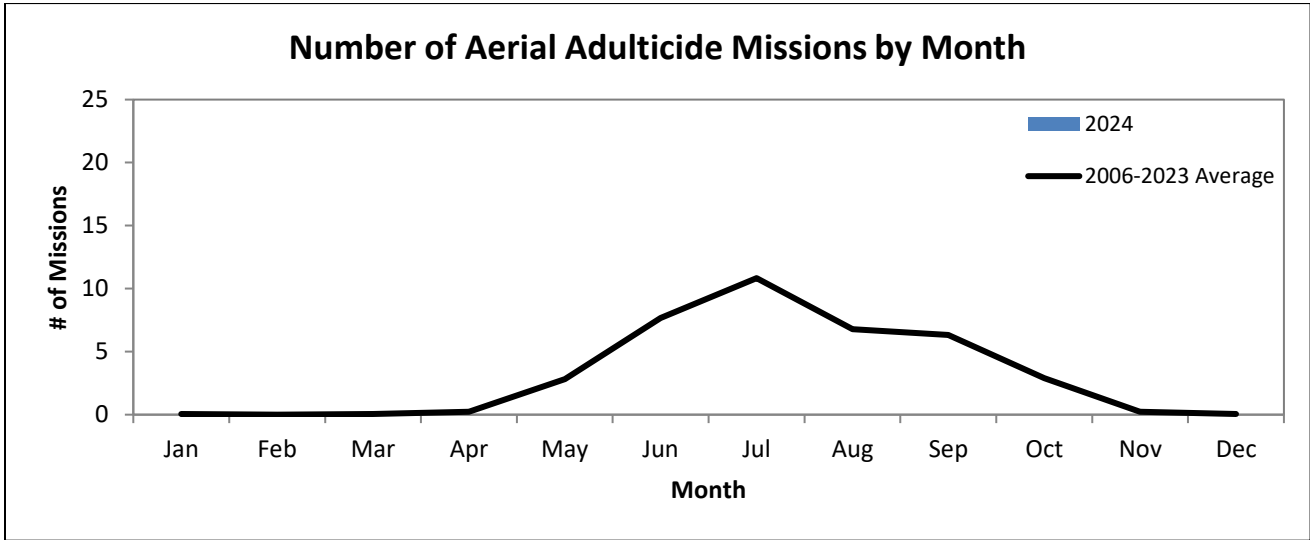
1. Travel/Training
  - a. HAI Heli-Expo (Anaheim, CA): 2/25/24 – 2/29/24
    - Attending: Edgar Delacerda, Justin Knowles, James Ozmar, Tom Loftus
  - b. AMCA Annual Meeting (Dallas, TX): 3/3/24 – 3/8/24
    - Attending: Andrea Leal, Larry Hribar, Catherine Pruszynski, Heidi Murray, Michael Boehmler, Mikki Coss, Chad Huff
    - Presenting: Larry Hribar, Heidi Murray, Catherine Pruszynski
2. Oxitec Project Steering Committee Meeting: 2/23/24
3. Climate Change Workshop: 2/21/24 – 2/22/24
4. CDC/FDACS Hurricane Grant Quarterly Report Submitted: 2/29/24
5. CDC/FDACS Vector Surveillance and Capacity Grant, applied for 3/6/24
6. Investment Update
7. After Action Items/Future Board Items
  - a. Budgetary Process Annual Review, May 2024
  - b. Audit Committee Charter Annual Review, October 2024
  - c. Administrative Policy Manual Annual Review, December 2024



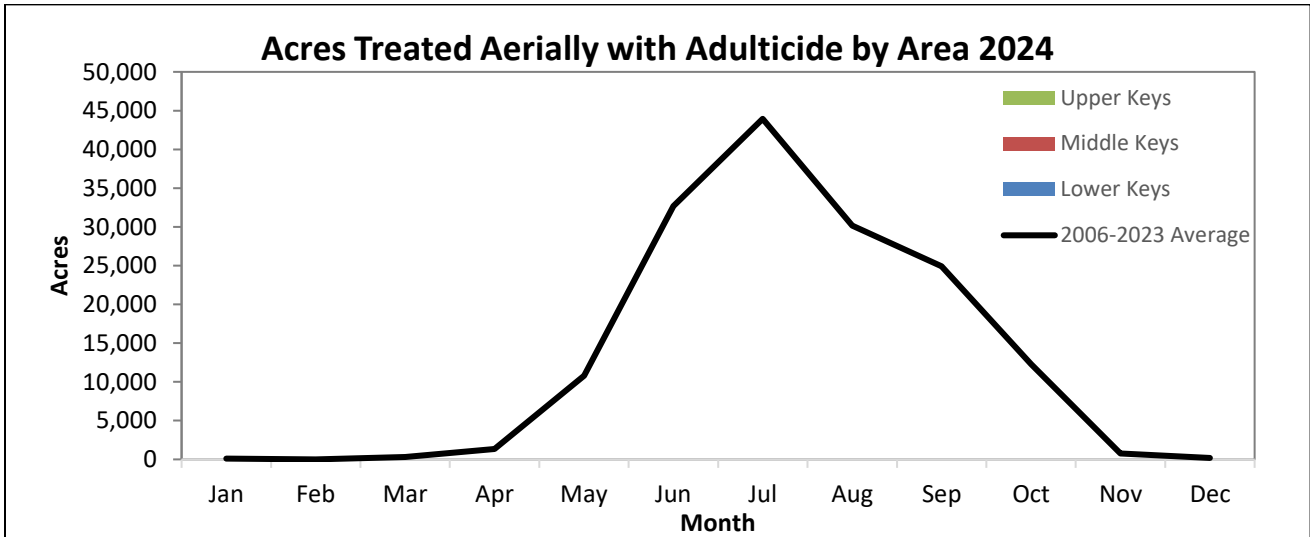
# Florida Keys Mosquito Control Operations Report

(Adjusted through February 29, 2024)

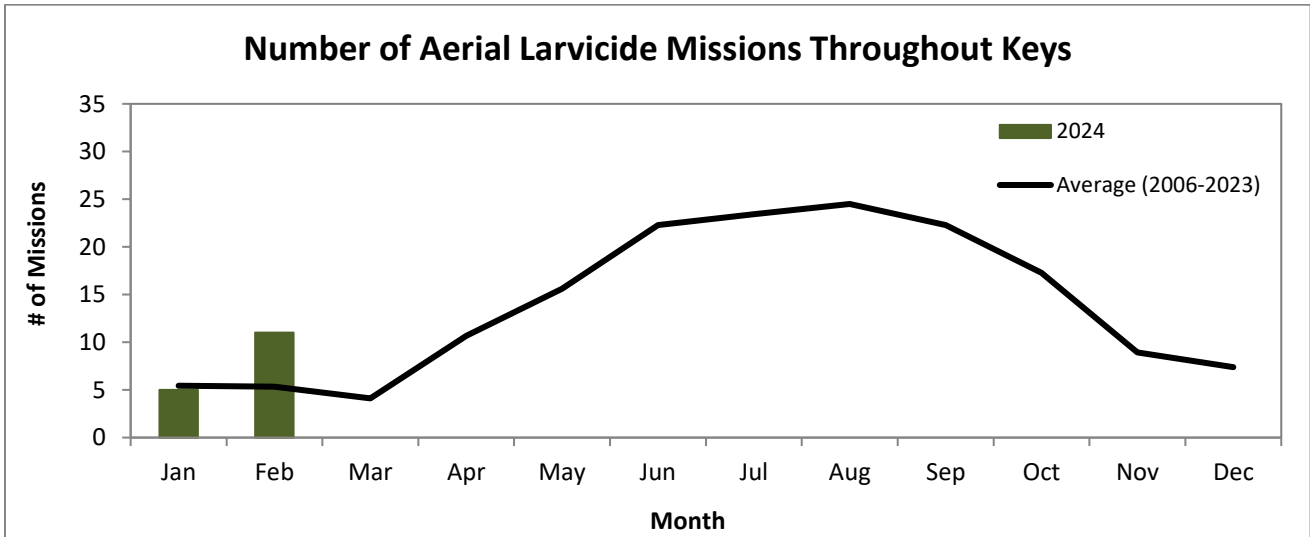
## Aerial Adulticiding Missions in February 2024: 0



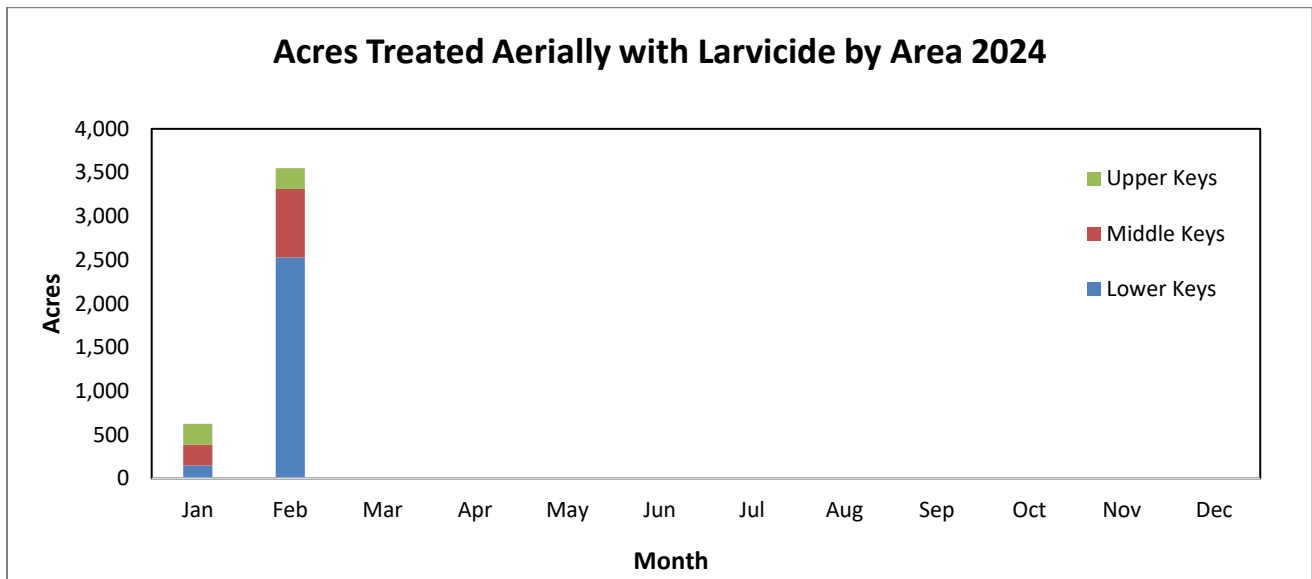
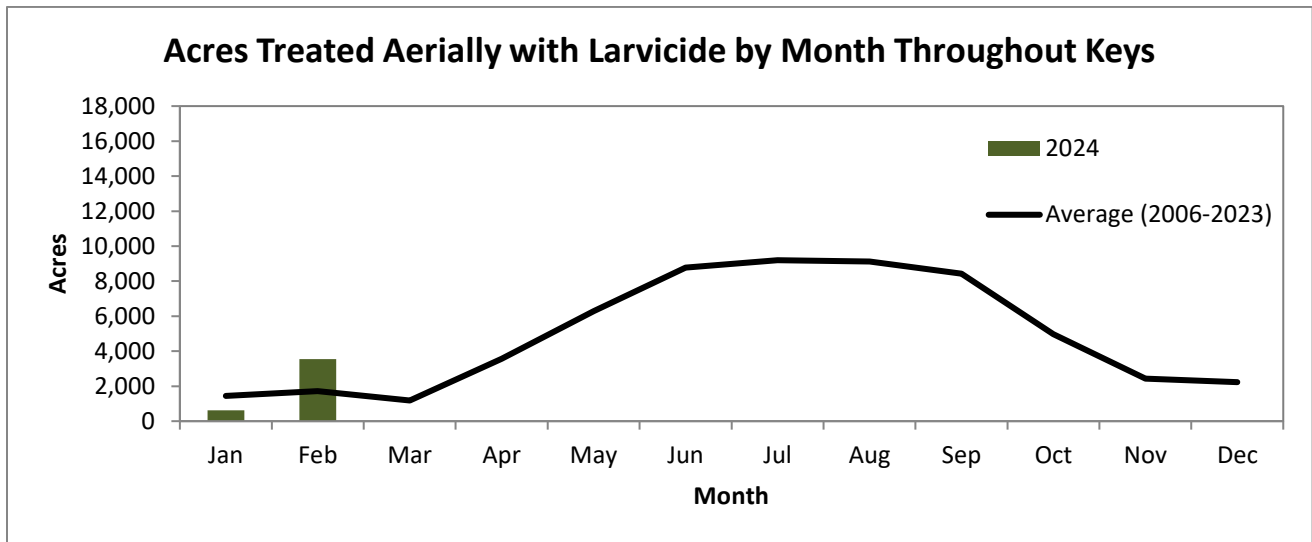
## Aerial Adulticiding Acreage in February 2024: 0



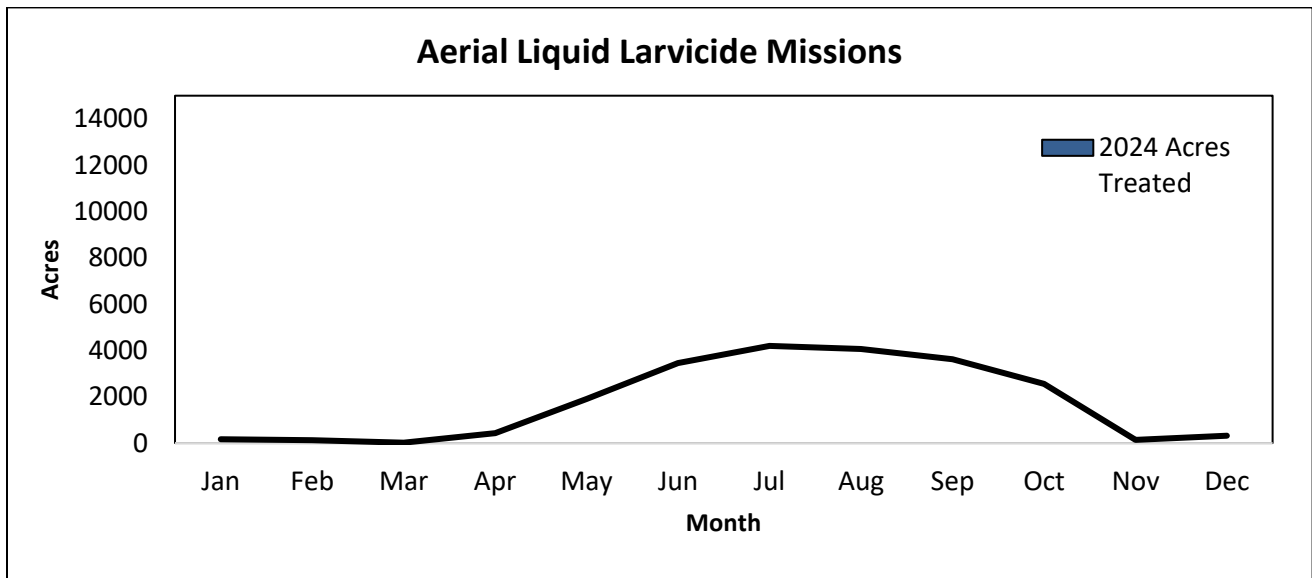
## Aerial Granular Larviciding Missions in February 2024: 11



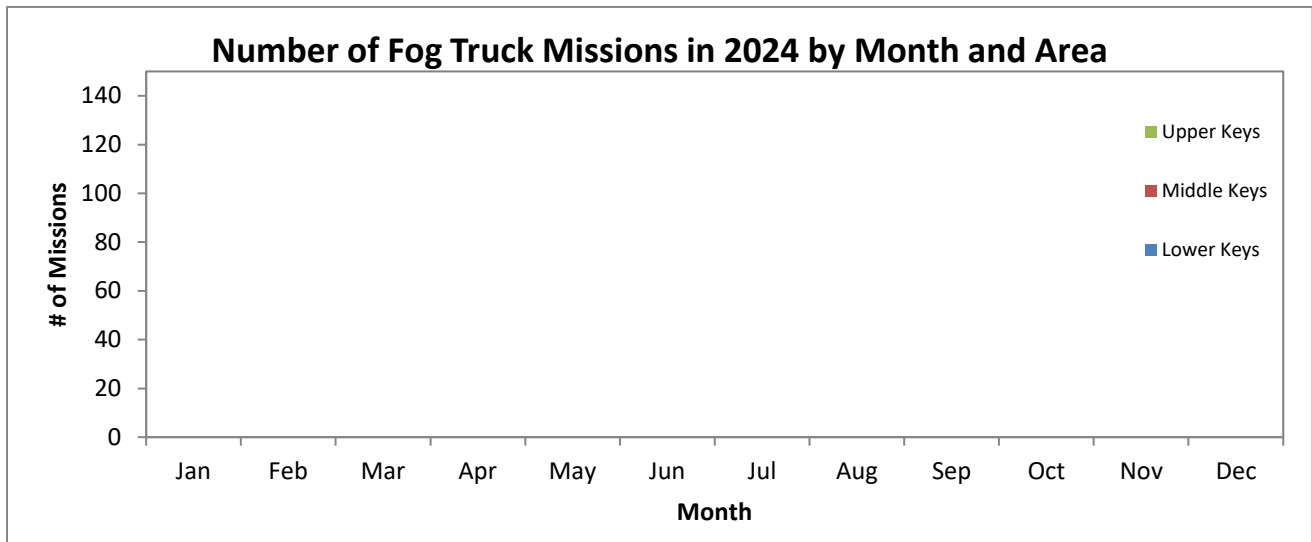
**Aerial Granular Larviciding Acreage in February 2024: 3,549**



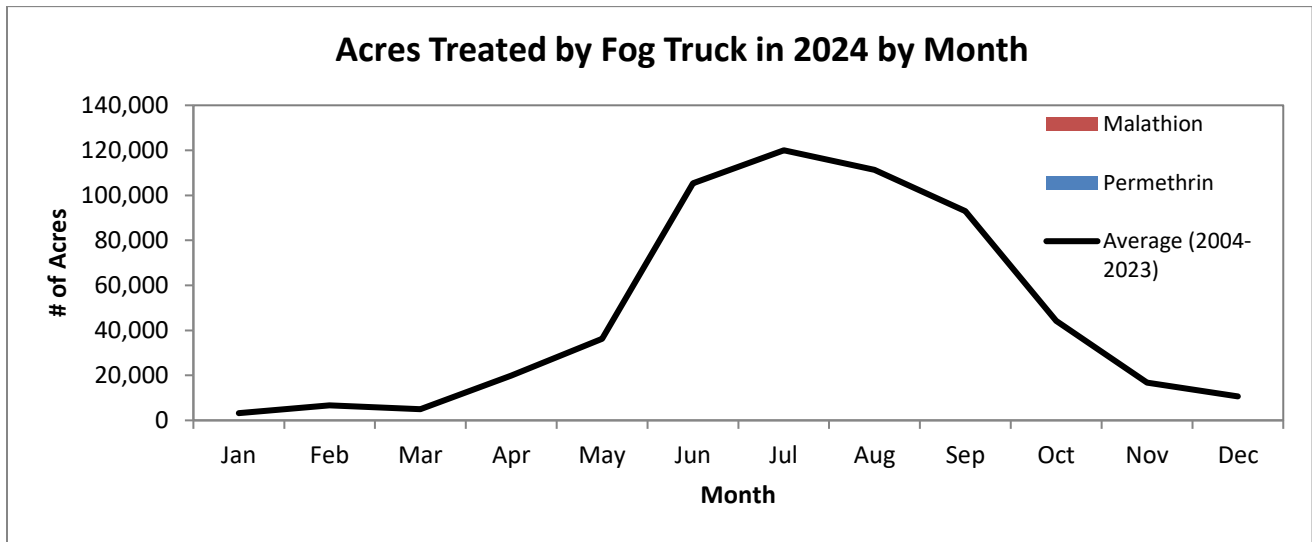
**Number of Aerial Liquid Larviciding Missions in February 2024: 0**



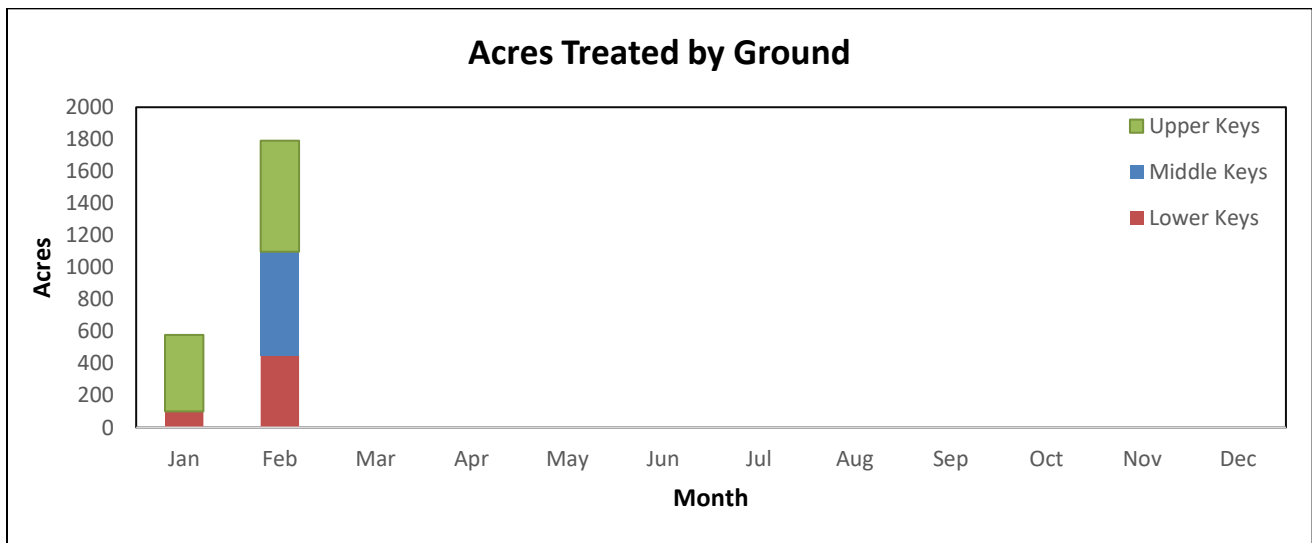
**Ground Adulticiding (Trucks) Missions in February 2024: 0**



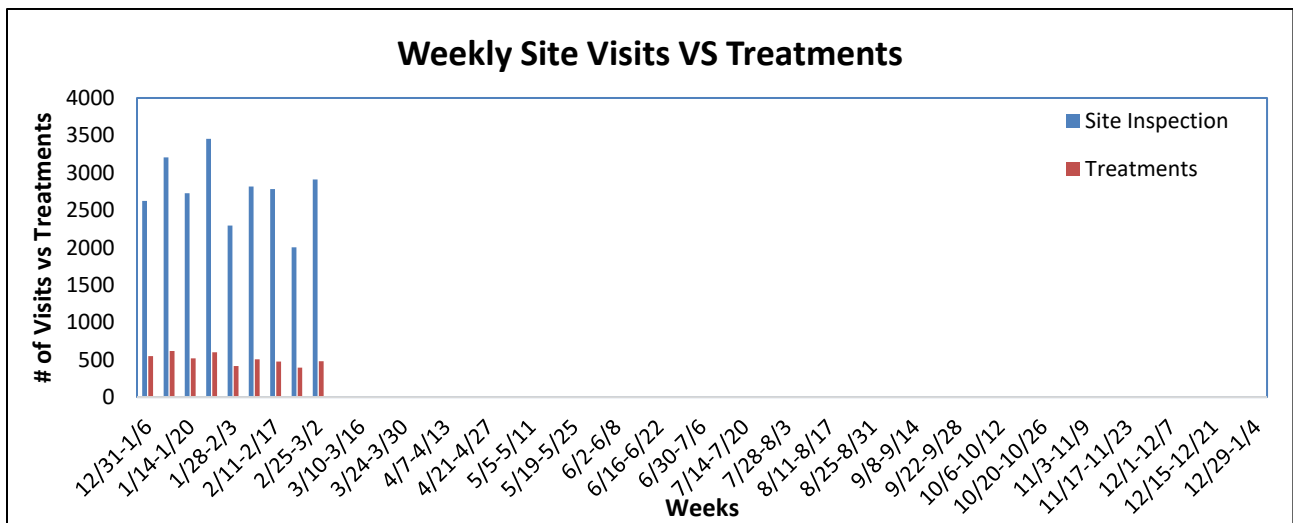
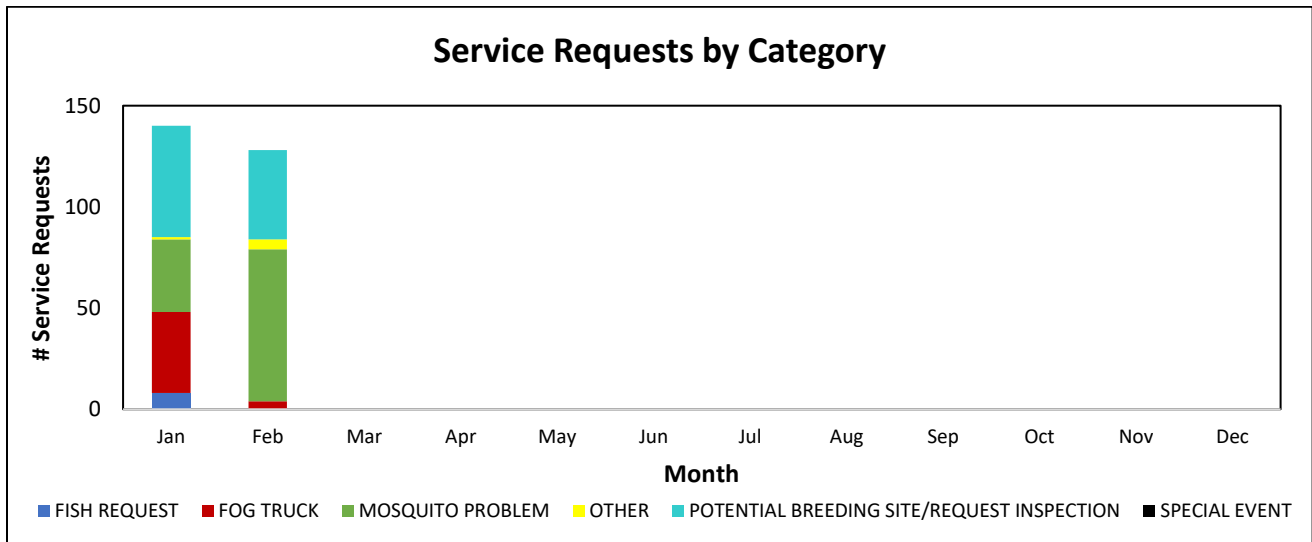
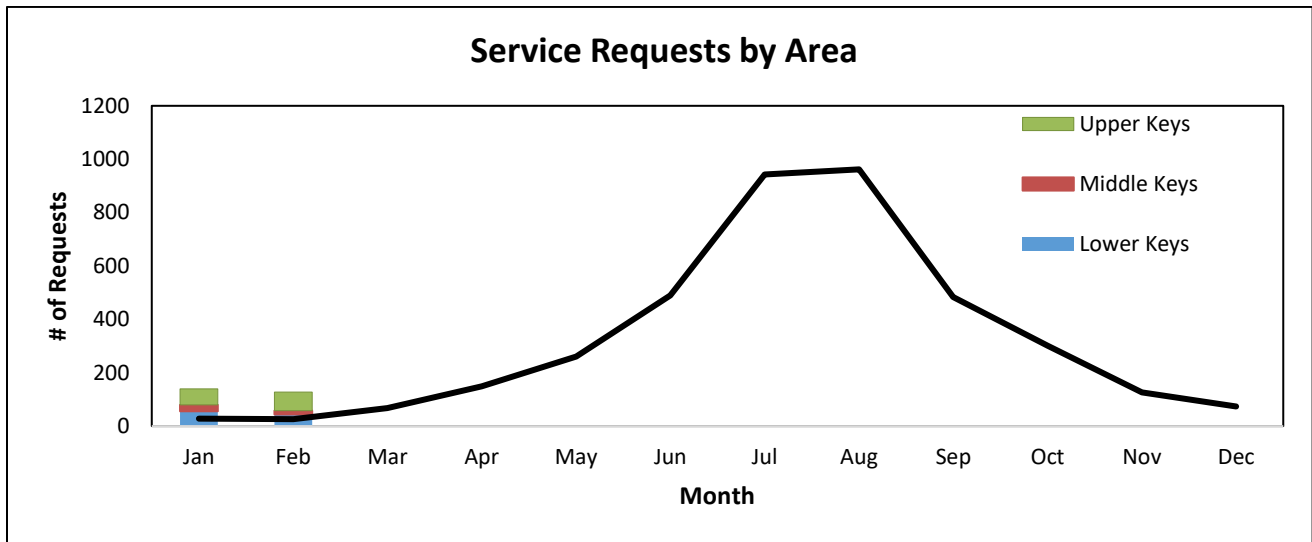
**Ground Adulticiding (Trucks) Acreage in February 2024: 0**



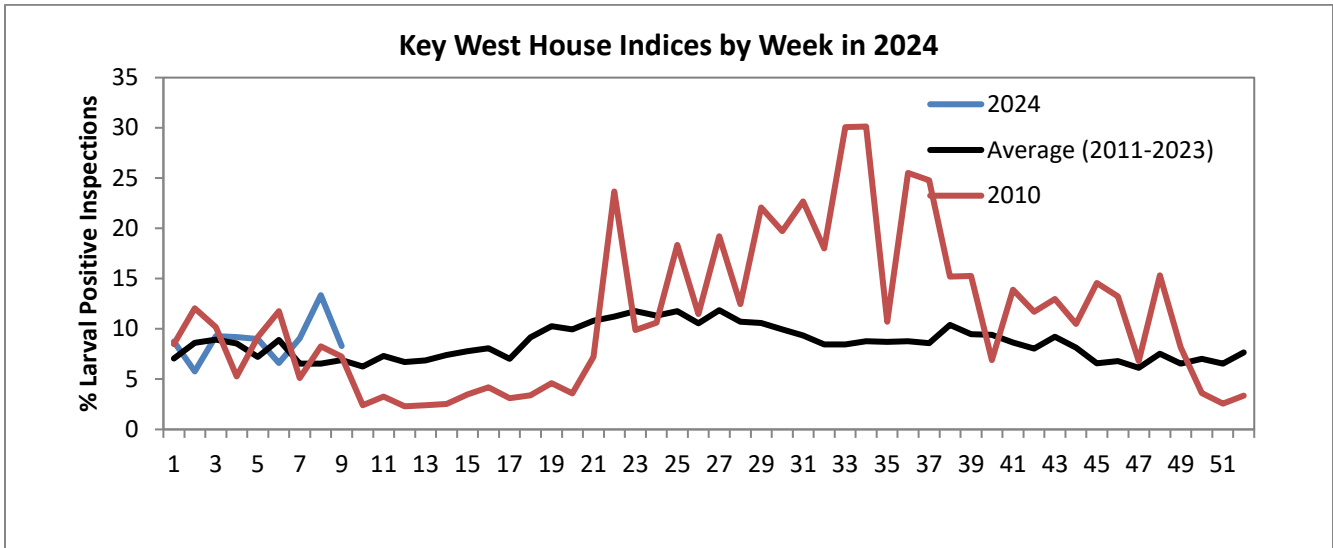
**Ground Liquid Larviciding (Truck & Backpack) Acreage in February 2024: 14 trucks**



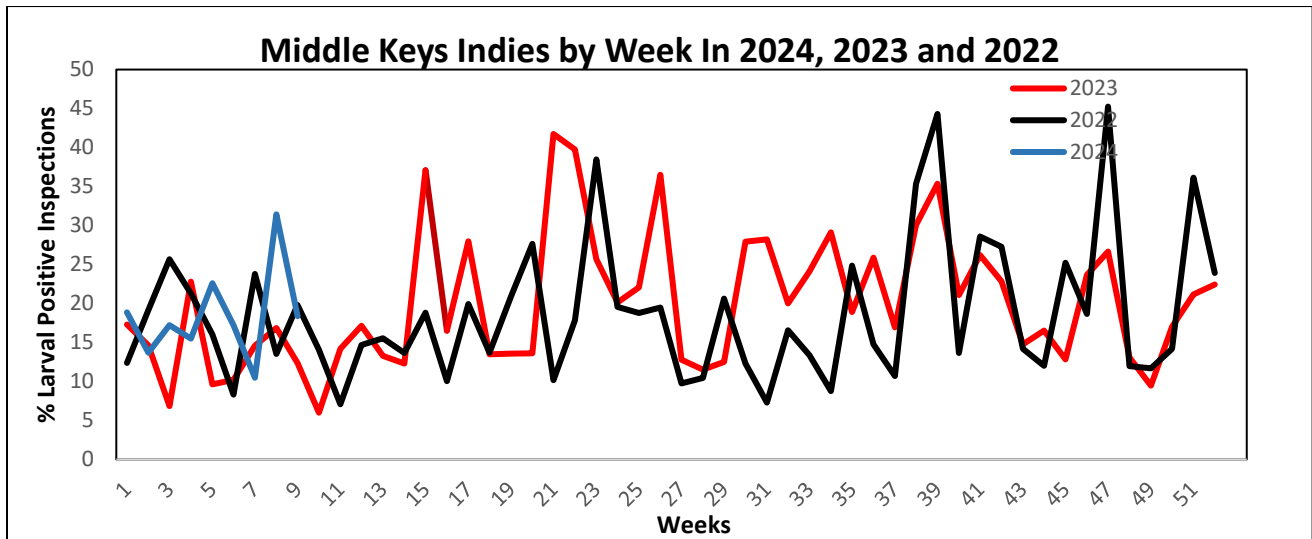
**Total Service Requests for February 2024: 128**



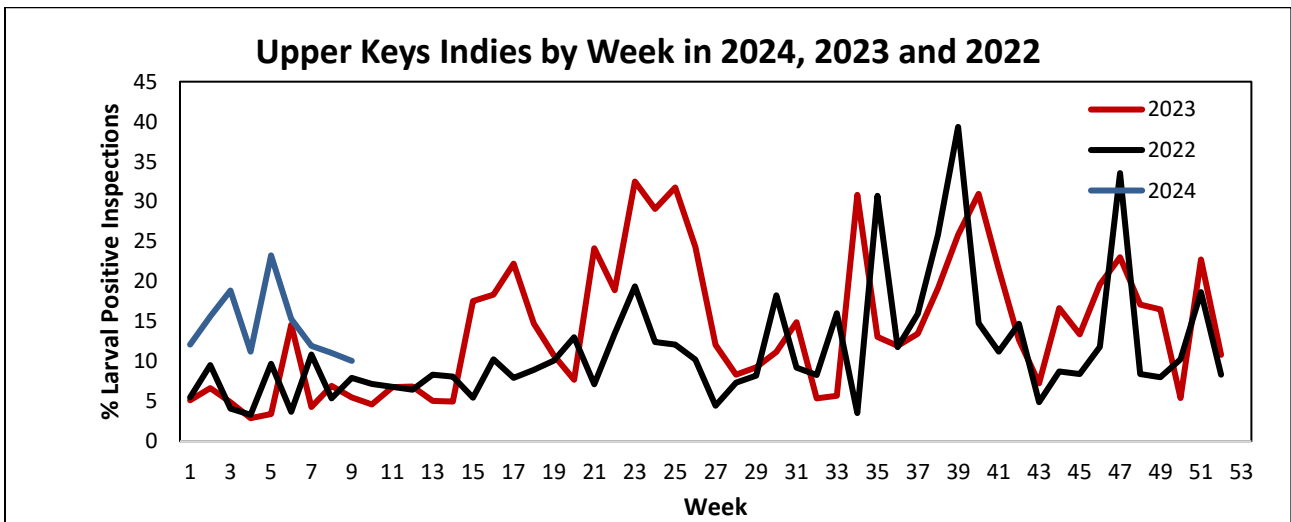
**Key West *Aedes aegypti* Larval Information:**

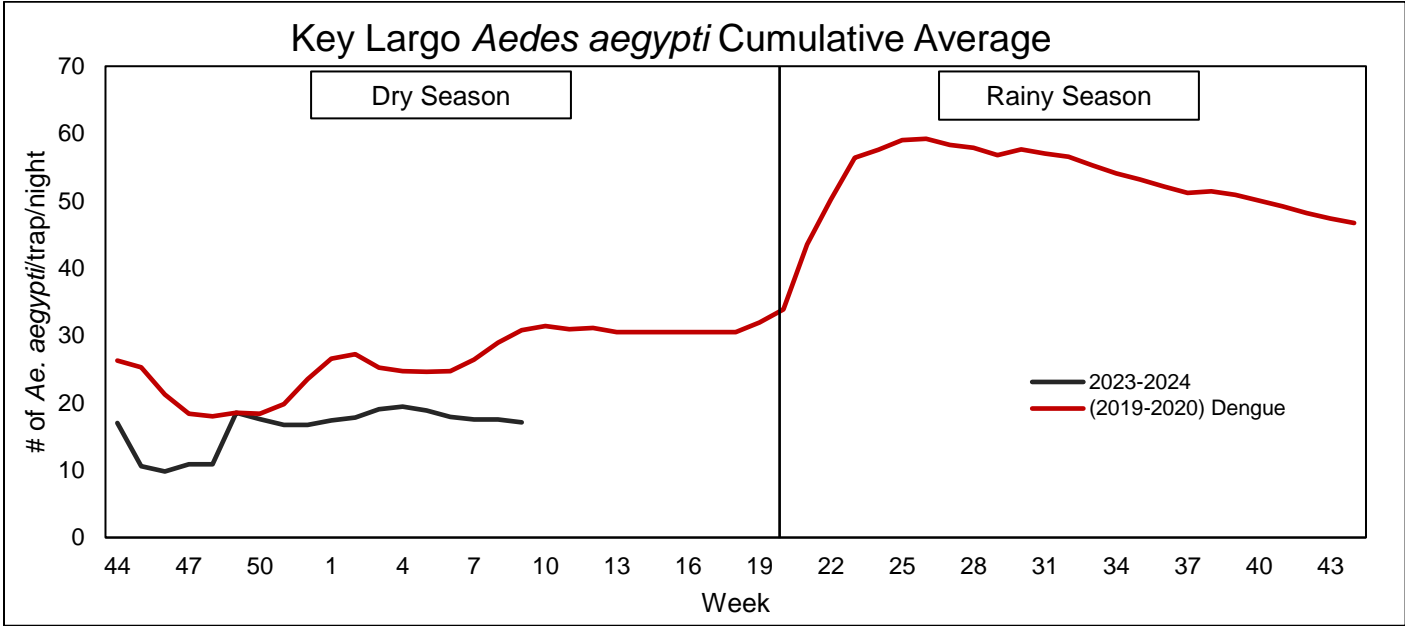
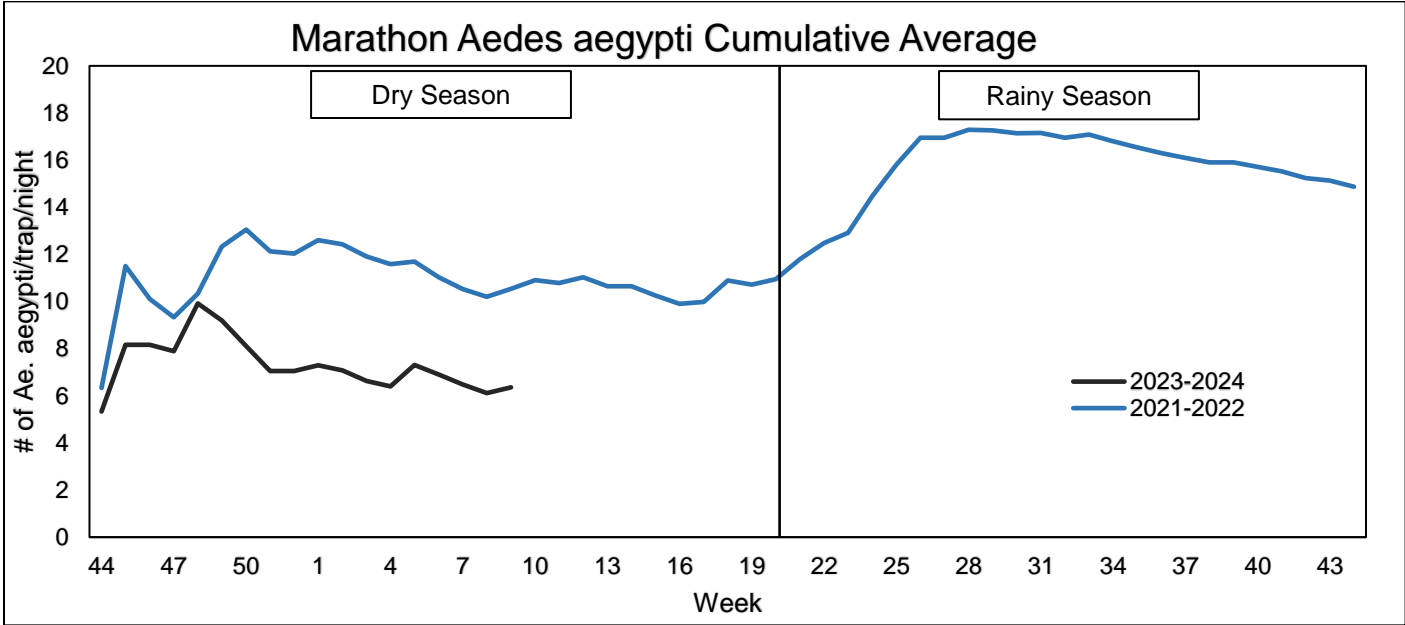
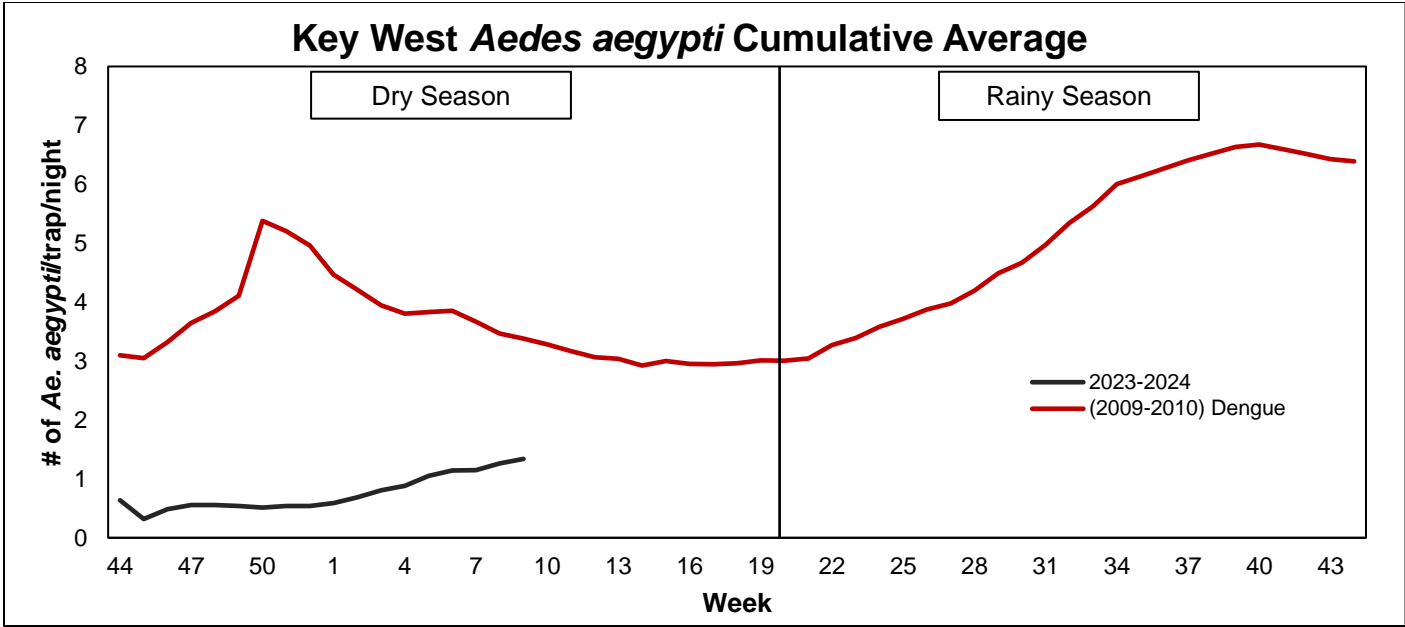


**Middle Keys *Aedes aegypti* Larval Information:**

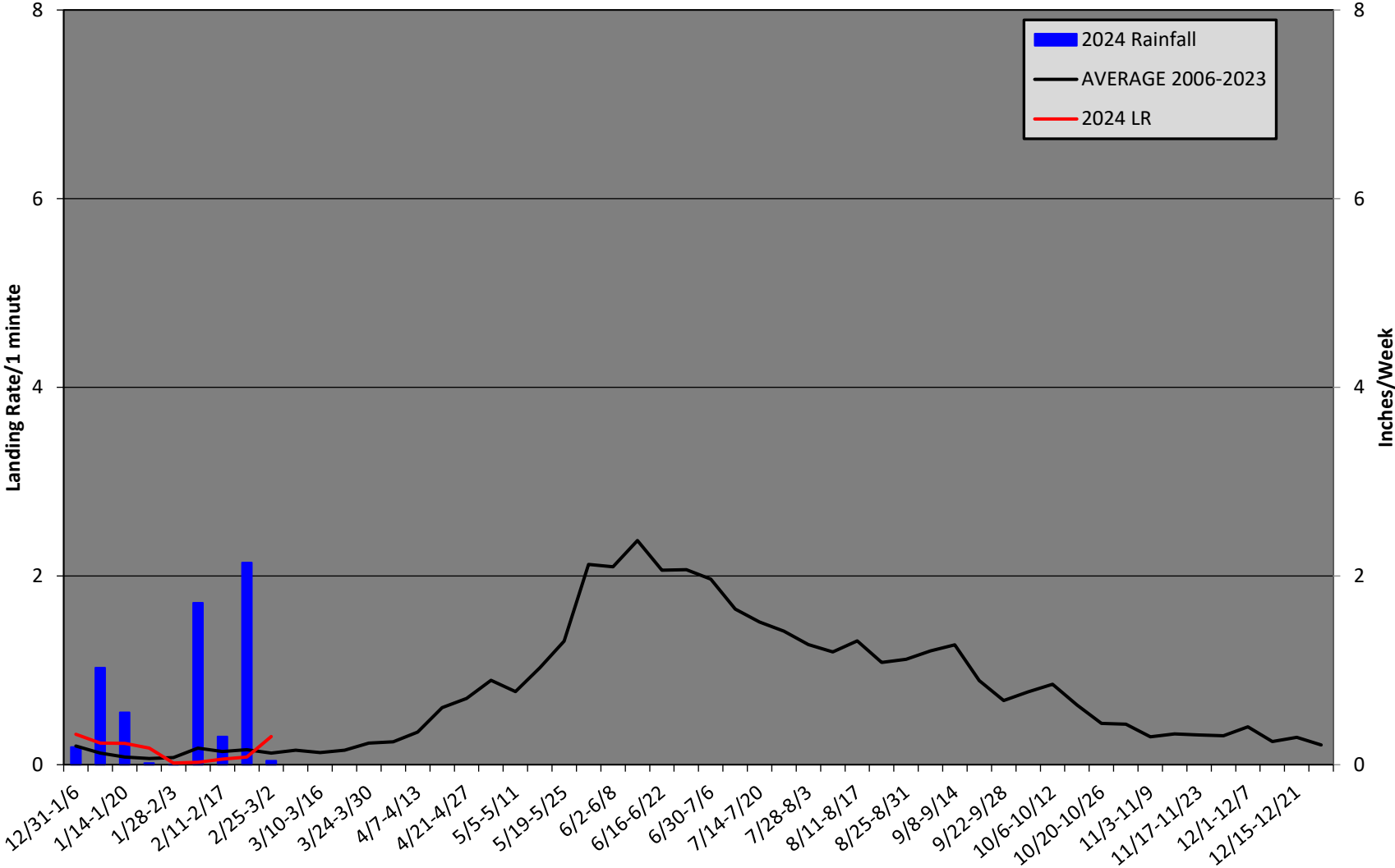


**Upper Keys *Aedes aegypti* Larval Information:**

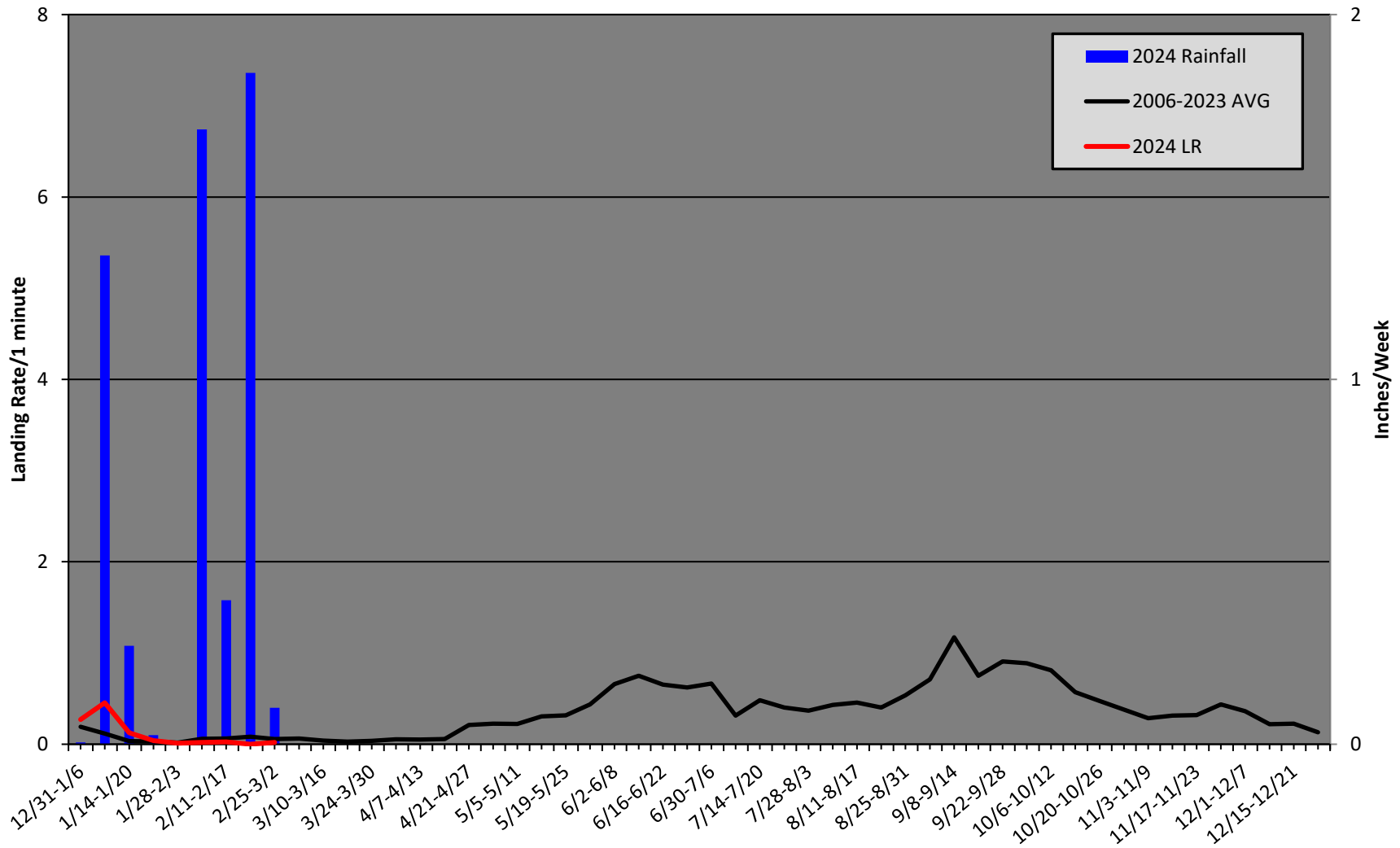




# Lower Keys: Saddlebunch to Bahia Honda Average Landing Rate Counts and Rainfall

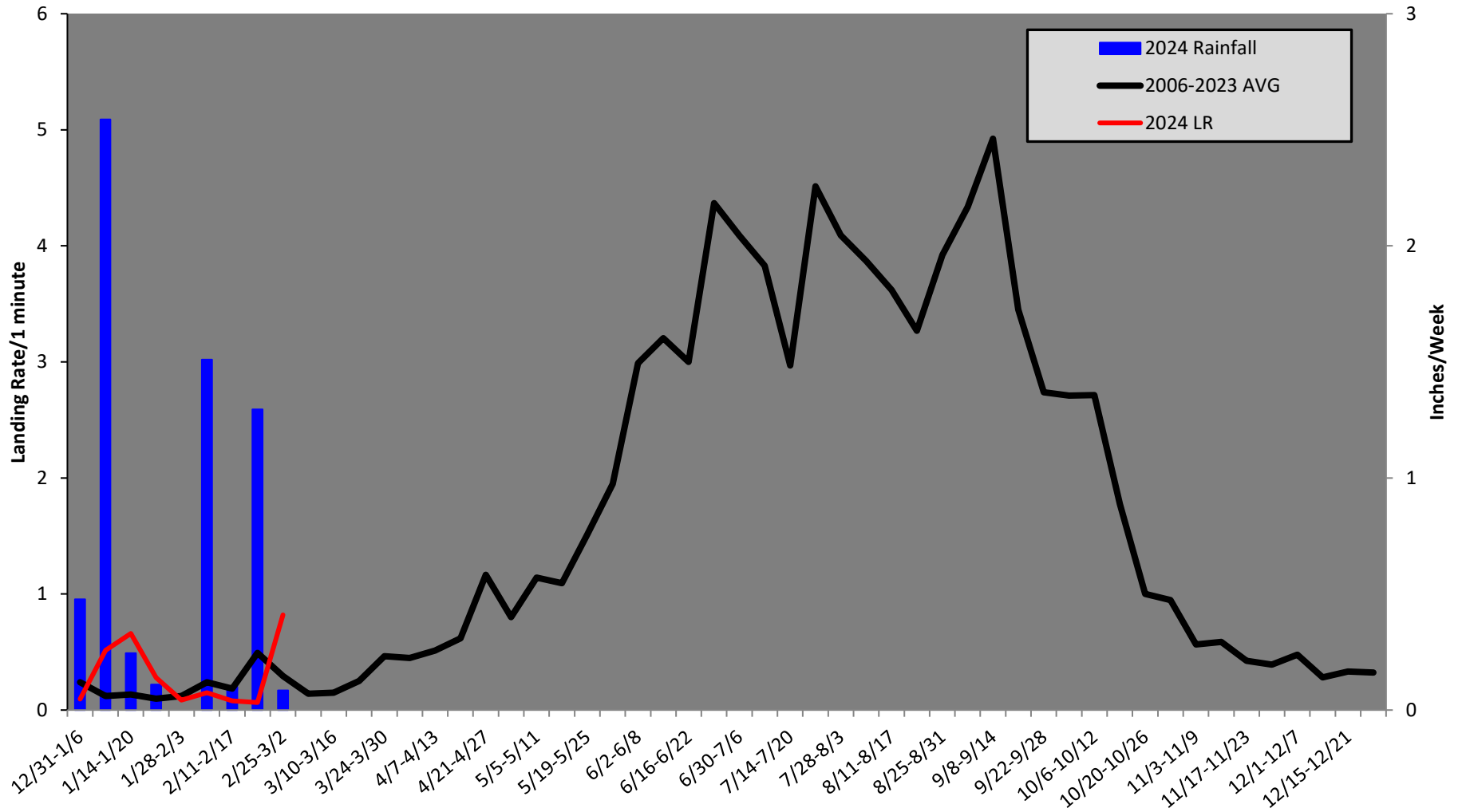


## Middle Keys: Vaca Key to Lower Matecumbe Average Landing Rate Counts and Rainfall





## Upper Keys: Upper Matecumbe to Upper Key Largo Average Landing Rate Counts



# *Item 9a*

## Legislative Update

# *Item 10a*

## Financial Reports

Budget Analysis

District Finances

Cash Disbursements

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
MONTHLY BUDGET ANALYSIS  
FISCAL YEAR 2023-2024  
FEBRUARY 2024**

**STATE FUND**

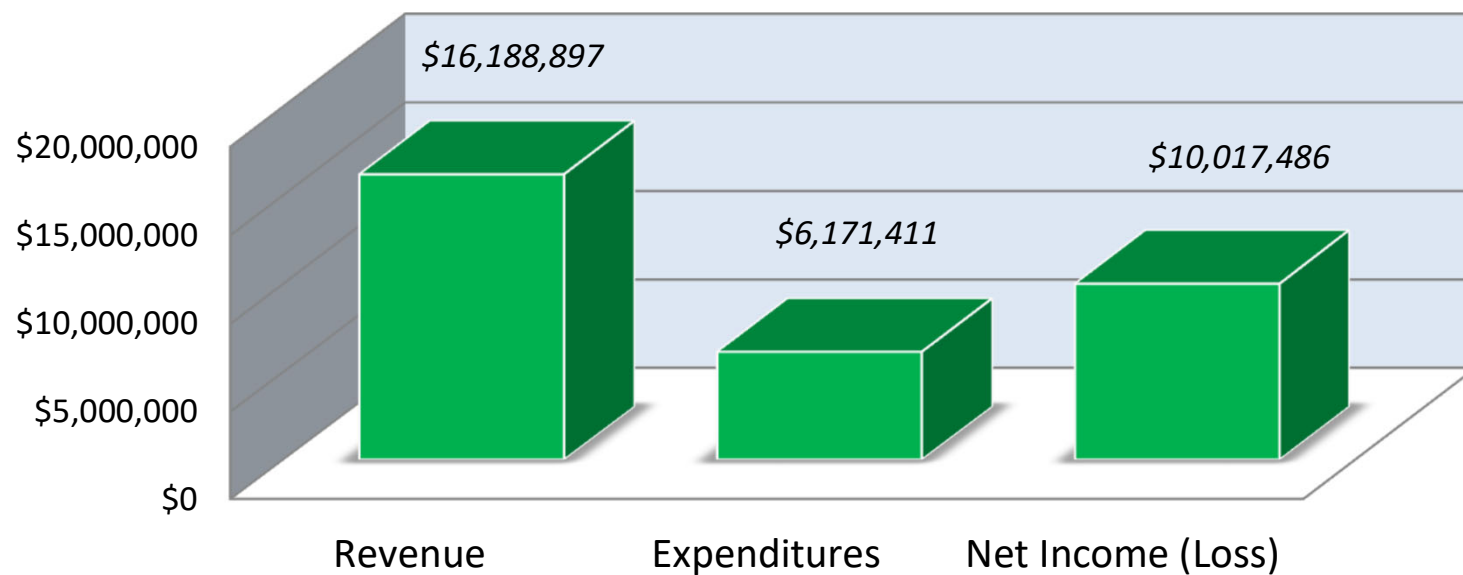
ACCT. NO	ITEM	Annual Budget	Current February Actual	Prior Year Month	Current YTD - Actual	Prior Year YTD Actual	Current Annual: Unexpended	Year on Year Variance
10	Personal Services 11 - 15						0.00	0.00
20	Personal Service Benefits 21 - 25						0.00	0.00
30	Operating Expense 31 - 34						0.00	0.00
40	Travel and Per Diem 40.1 - 40.3	11,010.00	1,859.51	1,180.00	2,050.51	1,180.00	8,959.49	870.51
41	Communication Services						0.00	0.00
42	Freight Services						0.00	0.00
43	Utility Services						0.00	0.00
44	Rentals and Leases						0.00	0.00
45	Insurance						0.00	0.00
46	Repair and Maintenance Service 46.1 - 46.6						0.00	0.00
47	Printing/Binding						0.00	0.00
48	Promotional Activities						0.00	0.00
49	Other Current Charges and Obligations						0.00	0.00
51	Office Supplies/Materials						0.00	0.00
52.1	Gas/Oil/Lube						0.00	0.00
52.2	Chemical/Solvents/Additives	760,000.00	0.00	0.00	0.00	0.00	760,000.00	0.00
52.3	Clothing and Wearing Apparel						0.00	0.00
52.4	Miscellaneous Supplies and Incidental						0.00	0.00
52.5	Tools and Small Implements						0.00	0.00
54	Books, Publications, Subscriptions, Memberships						0.00	0.00
55	Training	5,415.00	0.00	(279.00)	3,780.00	4,051.00	1,635.00	(271.00)
60	Capital Outlay 61 - 64	140,000.00	0.00	4,412.50	0.00	4,412.50	140,000.00	(4,412.50)
71	Debt Service-Principal							
72	Debt Service-Interest							
89	Contingency (current year)	388,568.00					388,568.00	
99	Payment of Prior Year Accounts							
0.001	Reserves - Future Capital Outlay							
0.002	Reserves - Self Insurance							
0.004	Reserves - Sick and Annual Leave							
	<b>TOTAL:</b>	<b>1,304,993.00</b>	<b>1,859.51</b>	<b>5,313.50</b>	<b>5,830.51</b>	<b>9,643.50</b>	<b>1,299,162.49</b>	<b>(3,812.99)</b>

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
MONTHLY BUDGET ANALYSIS  
FISCAL YEAR 2023-2024  
FEBRUARY 2024**

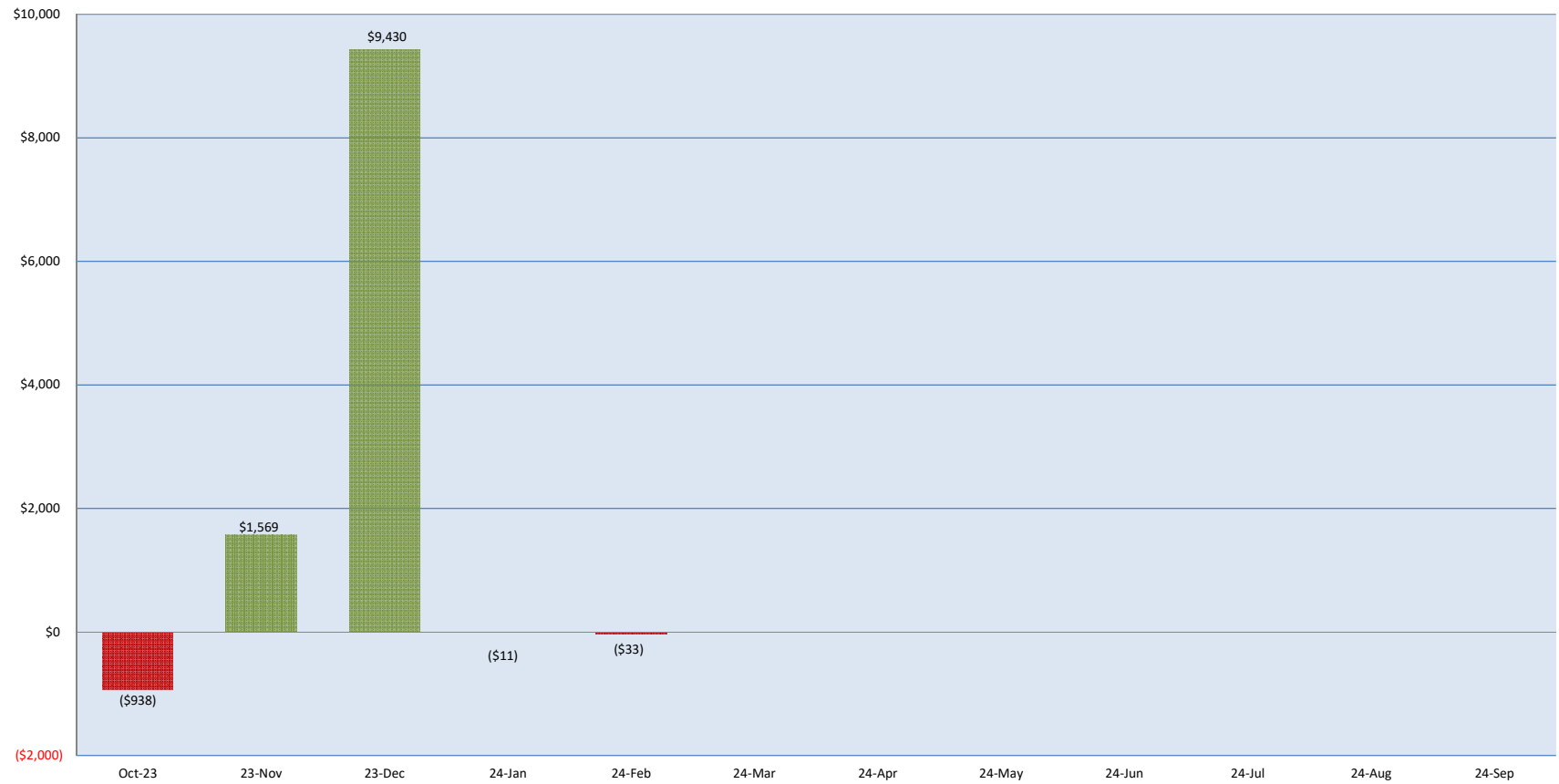
**LOCAL FUND**

ACCT. NO	ITEM	Annual Budget	Current February Actual	Prior Year Month	Current YTD - Actual	Prior Year YTD Actual	Current Annual: Unexpended	Year on Year Variance
10	Personal Services 11 - 15	5,702,869.00	404,203.64	385,457.13	2,166,551.70	2,031,078.07	3,536,317.30	135,473.63
20	Personal Service Benefits 21 - 25	4,064,496.00	313,181.04	236,662.78	1,506,933.56	1,146,255.65	2,557,562.44	360,677.91
30	Operating Expense 31 - 34	1,582,279.00	71,904.26	72,692.95	667,404.19	672,211.80	914,874.81	(4,807.61)
40	Travel and Per Diem 40.1 - 40.3	118,125.00	17,831.06	12,644.11	43,667.34	36,063.32	74,457.66	7,604.02
41	Communication Services	100,100.00	8,140.89	7,739.62	39,270.60	38,260.57	60,829.40	1,010.03
42	Freight Services	15,550.00	1,122.07	1,307.85	5,818.75	4,547.68	9,731.25	1,271.07
43	Utility Services	142,800.00	9,881.24	6,296.53	39,880.98	42,781.29	102,919.02	(2,900.31)
44	Rentals and Leases	969,952.00	16,097.33	15,498.51	79,876.57	60,994.37	890,075.43	18,882.20
45	Insurance	1,102,280.00	0.00	0.00	39,400.07	(28,418.00)	1,062,879.93	67,818.07
46	Repair and Maintenance Service 46.1 - 46.6	1,007,345.00	43,316.54	19,877.14	327,845.15	229,890.76	679,499.85	97,954.39
47	Printing/Binding	11,910.00	478.95	0.00	1,934.80	4,011.84	9,975.20	(2,077.04)
48	Promotional Activities	24,200.00	0.00	380.00	3,569.00	3,538.00	20,631.00	31.00
49	Other Current Charges and Obligations	13,125.00	402.30	2,925.43	4,922.70	13,302.65	8,202.30	(8,379.95)
51	Office Supplies/Materials	39,526.00	2,508.07	20,352.05	13,347.98	26,311.97	26,178.02	(12,963.99)
52.1	Gas/Oil/Lube	327,575.00	16,253.07	9,876.34	62,165.77	73,691.90	265,409.23	(11,526.13)
52.2	Chemical/Solvents/Additives	1,426,472.72	42,336.00	41,760.00	316,295.61	243,438.35	1,110,177.11	72,857.26
52.3	Clothing and Wearing Apparel	49,925.00	4,087.82	4,418.19	16,630.33	15,072.92	33,294.67	1,557.41
52.4	Miscellaneous Supplies and Incidental	182,293.00	9,365.39	9,222.51	35,520.87	25,713.96	146,772.13	9,806.91
52.5	Tools and Small Implements	29,603.00	627.80	600.72	10,005.25	1,928.14	19,597.75	8,077.11
54	Books, Publications, Subscriptions, Memberships	66,586.00	2,951.60	1,993.07	37,743.32	28,255.69	28,842.68	9,487.63
55	Training	163,349.00	2,220.00	3,357.19	4,895.00	8,991.77	158,454.00	(4,096.77)
60	Capital Outlay 61 - 64	2,008,143.00	118,969.10	19,778.70	747,731.45	3,585,533.32	1,260,411.55	(2,837,801.87)
71	Debt Service-Principal							
72	Debt Service-Interest							
89	Contingency (current year)	2,361,432.00					2,361,432.00	
99	Payment of Prior Year Accounts							
0.001	Reserves - Future Capital Outlay	1,186,382.00					1,186,382.00	
0.002	Reserves - Self Insurance	500,000.00					500,000.00	
0.004	Reserves - Sick and Annual Leave	250,000.00					250,000.00	
	<b>TOTAL:</b>	<b>23,446,317.72</b>	<b>1,085,878.17</b>	<b>872,840.82</b>	<b>6,171,410.99</b>	<b>8,263,456.02</b>	<b>17,274,906.73</b>	<b>(2,092,045.03)</b>

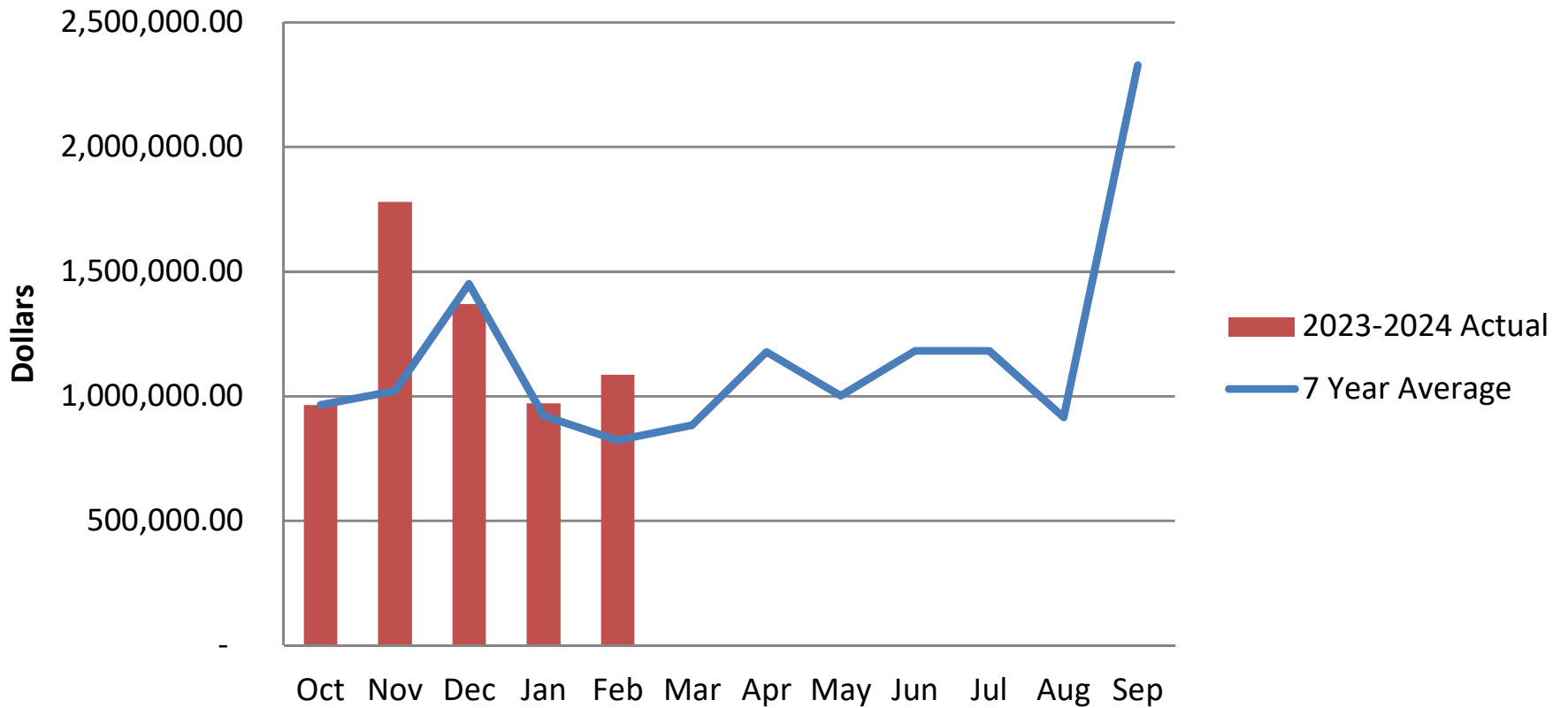
### FKMCD Local FY 2023-2024 YTD Cash Basis Net Income (Loss) through February 2024



**FKMCD Local Funds FY 2023-2024 Cash Basis Monthly Net Income (Loss) through  
February 2024  
(Thousands of Dollars)**



## Expenditure of Local Funds 2023-2024 Actual vs. Average of Last 7 Years





Florida Keys Mosquito Control District  
District Finances as of  
March 7, 2024

**LOCAL ACCOUNT FUNDS**

**CHECKING - OPERATING**

<b>Checking Account balance on February 29, 2024:</b>	\$	1,303,297.09		
<b>Plus March 2024 deposits to date:</b>		<u>386,990.61</u>		
<b>Total Operating Checking Account funds available:</b>			\$	1,690,287.70
<b>Less funds transferred from Operating to FSA:</b>				
<b>Less funds transferred from Operating to Health:</b>				
<b>Less funds transferred from Operating to FL Class:</b>				
<b>Less March 2024 expenditures to date:</b>		<u>(442,348.88)</u>		
<b>Total Operating Checking Account funds expended/transferred to date:</b>				<u>(442,348.88)</u>
<b>Balance in Local Checking Account at present:</b>			\$	<u><u>1,247,938.82</u></u>

**CHECKING - FL CLASS**

<b>Checking Account balance on February 29, 2024:</b>	\$	<u>13,914,452.79</u>		
<b>Plus funds transferred from Operating Checking to FL Class Cash:</b>		<u>0.00</u>		
<b>Total FL Class Cash Account funds available:</b>			\$	13,914,452.79
<b>Total Net FL Class Cash expenditures to date:</b>				<u>0.00</u>
<b>Balance in FL Class Cash Account at present:</b>			\$	<u><u>13,914,452.79</u></u>

**CHECKING - PAYROLL**

<b>Checking Account balance on February 29, 2024:</b>	\$	<u>0.61</u>		
<b>Plus funds transferred from Operating Checking to Payroll Checking:</b>		<u>0.00</u>		
<b>Total Payroll Checking Account funds available:</b>			\$	0.61
<b>Total Net Payroll Checking expenditures to date:</b>				<u>0.00</u>
<b>Balance in Local Payroll Checking Account at present:</b>			\$	<u><u>0.61</u></u>

**HEALTH INSURANCE CLAIMS FUND ACCOUNT**

<b>Checking Account balance on February 29, 2024:</b>	\$	103.85		
<b>Plus funds transferred from Operating Checking to Health Checking:</b>		<u>0.00</u>		
<b>Total Health Checking Account funds available:</b>			\$	103.85
<b>Total Net Health Checking expenditures to date:</b>				<u>0.00</u>
<b>Balance in Local Health Checking Account at present:</b>			\$	<u><u>103.85</u></u>

<b>Plus FSA Account</b>				<u><u>79,966.98</u></u>
<b>Total Local Funds:</b>			\$	<u><u>15,242,463.05</u></u>

**STATE I ACCOUNT FUNDS**

**CHECKING - OPERATING**

<b>February 29, 2024:</b>	\$	<u>309,106.87</u>		
<b>Plus March 2024 deposits to date:</b>		<u>0.00</u>		
<b>Total Checking Account funds available:</b>			\$	309,106.87
<b>Less funds transferred to Operating Checking:</b>				
<b>Less March 2024 expenditures to date:</b>		<u>0.00</u>		
<b>Total State I Checking Account funds expended/transferred to date:</b>			\$	<u>0.00</u>
<b>Balance in State I Checking Account at present:</b>			\$	<u><u>309,106.87</u></u>

**CASH DISBURSEMENTS  
FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

**Honorable Board of Commissioners  
Florida Keys Mosquito Control District  
Key West, Florida 33040**

**Commissioners:**

**I herewith tender to you Cash Disbursements February 1, 2024 to February 29, 2024:**

<b>Check No.</b>	<b>Payment Date</b>	<b>Remit To</b>	<b>Payment Amt.</b>
ACH	2/2/2024	Centennial Bank (Payroll)	142,725.99
ACH	2/2/2024	EFTPS	49,418.61
ACH	2/2/2024	Florida State Disbursement Unit	411.78
ACH	2/2/2024	Florida State Disbursement Unit	278.42
ACH	2/2/2024	Florida State Disbursement Unit	209.19
ACH	2/2/2024	Florida State Disbursement Unit	219.53
ACH	2/2/2024	Empower Retirement	5,535.00
ACH	2/2/2024	Centennial Bank	2,951.60
ACH	2/2/2024	Florida Division of Retirement	73,857.15
ACH	2/12/2024	Surety Bonds, LLC (Hanger Roof Recover Project)	9,345.00
ACH	2/16/2024	Centennial Bank (Payroll)	141,504.86
ACH	2/16/2024	EFTPS	49,215.00
ACH	2/16/2024	Florida State Disbursement Unit	411.78
ACH	2/16/2024	Florida State Disbursement Unit	278.42
ACH	2/16/2024	Florida State Disbursement Unit	209.19
ACH	2/16/2024	Florida State Disbursement Unit	219.53
ACH	2/16/2024	Empower Retirement (Payroll Deductions)	5,555.00
ACH	2/16/2024	Centennial Bank	483.00
ACH	2/16/2024	Centennial Bank	418.00
ACH	2/16/2024	Centennial Bank	1,771.10
ACH	2/16/2024	Centennial Bank	3,630.18
ACH	2/16/2024	Centennial Bank	1,505.42
ACH	2/16/2024	Centennial Bank	2,721.99
ACH	2/16/2024	Centennial Bank	7,896.18
ACH	2/20/2024	Centennial Bank (Payroll)	248.20
ACH	2/20/2024	EFTPS	41.10
ACH	2/29/2024	Centennial Bank (Payroll)	4,980.20
ACH	2/29/2024	EFTPS	1,468.75
ACH	2/20/2024	CIGNA Healthcare	74,670.25
119834	2/2/2024	United Way of the Florida Keys (Payroll Deductions)	13.00
119835	2/2/2024	Aflac	44.20
119836	2/2/2024	Airbus Helicopters, Inc	717.04
119837	2/2/2024	Allen, Norton & Blue, P.A.	1,350.00
119838	2/2/2024	Airgas Dry Ice	384.08
119839	2/2/2024	Airgas USA, LLC	3,340.00
119840	2/2/2024	Amazon Capital Services	1,364.28
119841	2/2/2024	Advanced Fire & Security, Inc.	333.00
119842	2/2/2024	Corey Brindisi (Reimbursement for Work Pants & Boots)	234.17
119843	2/2/2024	Boeing Distribution, Inc.	235.56
119844	2/2/2024	Keys Energy Services	618.62
119845	2/2/2024	APG Media	178.80
119846	2/2/2024	Mikki Coss (Per Diem/In District Travel Reimbursement 1/3-31/24)	105.00
119847	2/2/2024	Mikki Coss (Per Diem/Out of District Travel Reimbursement 1/22-24/2024)	135.00
119848	2/2/2024	DSLX.NET	3,275.00

**LOCAL ACCOUNT CONTINUED**

119849	2/2/2024	Keys Motors, LLC	36.81
119850	2/2/2024	Marie's Cleaning	1,000.00
119851	2/2/2024	Andrea L. Leal (Per Diem/Travel Reimbursement 1/22-24/2024)	168.62
119852	2/2/2024	James Ozmar (Reimbursement for Work Boots)	85.40
119853	2/2/2024	Danilo Diaz Perez (Reimbursement for Work Boots)	150.00
119854	2/2/2024	Alberto Ruiz (Reimbursement for Work Pants & Boots)	256.77
119855	2/2/2024	Sage Checks & Forms	402.26
119856	2/2/2024	Standard Insurance Co.	5,120.29
119857	2/2/2024	Staples Business Credit	511.37
119858	2/2/2024	Sunshine Gasoline Distributors, Inc.	3,672.02
119859	2/2/2024	UniFirst Corporation	1,434.22
119860	2/2/2024	Verizon Wireless	4,239.03
119861	2/2/2024	Vernis & Bowling of the Florida	17,935.50
119862	2/2/2024	Waste Management of Florida Keys	406.16
119863	2/2/2024	Juliana M. Waldrop (Reimbursement for Work Pants & Boots)	264.14
119864	2/2/2024	Xerox Corporation	948.11
119865	2/2/2024	Florida Keys Electric Coop Assn Inc	418.27
119866	2/2/2024	Florida Keys Electric Coop Assn Inc	3,318.62
119867	2/2/2024	Phillip L. Goodman (Per Diem/Travel Reimbursement 1/22-24/2024)	135.00
119868	2/2/2024	Chad Huff (Per Diem/Travel Reimbursement 1/22-24/2024)	135.00
119869	2/2/2024	Lawrence J. Hribar, PhD (Per Diem/Travel Reimbursement 1/28-30/2024)	45.00
119870	2/2/2024	Lawrence J. Hribar, PhD (Reimbursement for Work Pants & Boots)	350.00
119871	2/2/2024	American Mosquito Control Association	3,745.00
119872	2/2/2024	Keys Automotive Sales & Service	922.72
119873	2/2/2024	Low Cut Lawn Care LLC	2,600.00
119874	2/2/2024	Robert Lee (Reimbursement for Work Boots)	150.00
119875	2/9/2024	Advance Auto Parts	16.55
119876	2/9/2024	Advance Auto Parts	30.20
119877	2/9/2024	Advance Auto Parts	105.43
119878	2/9/2024	Aflac	2,336.20
119879	2/9/2024	Airbus Helicopters, Inc	757.85
119880	2/9/2024	Amazon Capital Services	1,287.52
119881	2/9/2024	Andy & Dave's Garage, Inc.	189.00
119882	2/9/2024	Keys Auto Supply	1,156.77
119883	2/9/2024	Keys Auto Supply	750.45
119884	2/9/2024	Jason Bynum (Per Diem/Travel Reimbursement 1/28-2/2/2024)	99.00
119885	2/9/2024	Key West Auto Parts	73.14
119886	2/9/2024	Clarke Mosquito Control Products	483.15
119887	2/9/2024	Curry & Sons Printing	128.00
119888	2/9/2024	Edgar Delacerda (Per Diem/Travel Reimbursement 1/28-2/2/2024)	99.00
119889	2/9/2024	Enterprise FM Trust	14,764.57
119890	2/9/2024	Federal Express	474.59
119891	2/9/2024	Christopher Franco (Per Diem/Travel Reimbursement 1/28-2/2/2024)	99.00
119892	2/9/2024	Florida Keys Aqueduct Authority	330.66
119893	2/9/2024	Forestry Suppliers, Inc.	222.15
119894	2/9/2024	Gary's Plumbing and Fire, Inc	100.00
119895	2/9/2024	Elizabeth R. Frampton (Per Diem/Travel Reimbursement 1/28-2/2/2024)	99.00
119896	2/9/2024	Lawrence J. Hribar, PhD (Reimbursement for postage & box)	28.12
119897	2/9/2024	Brandon Johnson (Per Diem/Travel Reimbursement 1/28-2/2/2024)	99.00
119898	2/9/2024	Keys Sanitary Service (RCR0208)	200.72
119899	2/9/2024	KLD Labs Measurement Technologies	1,408.00
119900	2/9/2024	KLI Shell Lumber & Hardware Headquarters	37.67
119901	2/9/2024	LEAF	69.95
119902	2/9/2024	LeaseQuery, LLC	7,530.00
119903	2/9/2024	Level 4 Telcom	479.60

**LOCAL ACCOUNT CONTINUED**

119904	2/9/2024	Marathon Garbage Service, Inc.	1,253.70
119905	2/9/2024	Michaelle Vanessa Moireira (Per Diem/Travel Reimbursement 1/28-2/2/2024)	99.00
119906	2/9/2024	Andrea L. Leal (Per Diem/Travel Reimbursement 1/31-2/2/2024)	42.00
119907	2/9/2024	Pure Health Solutions Inc.	239.70
119908	2/9/2024	Rubin, Turnbull & Associates Inc	4,166.66
119909	2/9/2024	Safran Helicopter Engines USA, Inc.	3,880.91
119910	2/9/2024	Sigma Consulting and Training, Inc	2,025.00
119911	2/9/2024	Monroe County Solid Waste	27.20
119912	2/9/2024	Verizon Wireless	0.68
119913	2/9/2024	Vernis & Bowling of the Florida	2,150.00
119914	2/9/2024	Chris Von Molnar (Reimbursement for Work Boots)	111.25
119915	2/12/2024	CMM Roofing (Hangar Roof Re-Cover Project-30% Deposit)	93,450.00
119916	2/16/2024	United Way of the Florida Keys (Payroll Deductions)	13.00
119917	2/16/2024	Adapco, Inc.	42,336.00
119918	2/16/2024	Advance Auto Parts	106.46
119919	2/16/2024	Amazon Capital Services	330.82
119920	2/16/2024	ArchiveSocial, Inc.	3,141.00
119921	2/16/2024	Brill Hygienic Products, Inc.	160.96
119922	2/16/2024	Conch Paint & Body, Inc.	1,169.50
119923	2/16/2024	Jody L. Davis (Per Diem/Travel Reimbursement 1/1-31/2024)	195.00
119924	2/16/2024	John Paul Davis (Reimbursement for Work Pants & Boots)	350.00
119925	2/16/2024	Steven Degnan (Reimbursement for Work Pants & Boots)	308.42
119926	2/16/2024	Byron Elliott (Reimbursement for Work Pants & Boots)	341.28
119927	2/16/2024	Phillip L. Goodman (Per Diem/Travel Reimbursement 1/31-2/2/2024)	38.00
119928	2/16/2024	Home Depot Credit Services	1,148.54
119929	2/16/2024	Keys Automotive Sales & Service	2,088.32
119930	2/16/2024	Laurie McMahan (Per Diem/Travel Reimbursement 1/28-2/2/2024)	99.00
119931	2/16/2024	Alana Loftus (Per Diem/Travel Reimbursement 2/6-14/2024)	90.00
119932	2/16/2024	Peter Mudry (Reimbursement for Work Pants & Boots)	350.00
119933	2/16/2024	Ron Matie (Reimbursement for Work Pants & Boots)	318.10
119934	2/16/2024	Danilo Diaz Perez (Per Diem/Travel Reimbursement 2/2-8/2024)	45.00
119935	2/16/2024	Alberto Ruiz (Reimbursement for Work Boots)	49.43
119936	2/16/2024	RelaDyne Florida LLC	16,174.10
119937	2/16/2024	Rocket Cooling	125.00
119938	2/16/2024	Ryan Rodriguez (Worker's Comp Wages Reimbursement)	731.01
119939	2/16/2024	Specialty Hardware Supply, Inc.	26.00
119940	2/16/2024	Sunshine Gasoline Distributors, Inc.	3,580.14
119941	2/16/2024	TK Elevator Corporation	17,630.50
119942	2/16/2024	Airgas Dry Ice	1,050.61
119943	2/20/2024	Bette Brown (Per Diem/Travel Reimbursement Mtg 2/20/2024)	73.60
119944	2/20/2024	Jill Cranney-Black (Per Diem/Travel Reimbursement Mtg 2/20/2024)	85.66
119945	2/20/2024	Phillip L. Goodman (Per Diem/Travel Reimbursement Mtg 2/20/2024)	59.53
119946	2/20/2024	Brandon Pinder (Per Diem/Travel Reimbursement Mtg 2/20/2024)	87.80
119947	2/20/2024	Stanley Zuba (Per Diem/Travel Reimbursement Mtg 2/20/2024)	70.65
119948	2/23/2024	Airbus Helicopters, Inc	718.54
119949	2/23/2024	Amazon Capital Services	3,905.37
119950	2/23/2024	BASIC Benefits (COBRA Admin Fee)	70.29
119951	2/23/2024	Boeing Distribution, Inc.	80.37
119952	2/23/2024	Campbell Oil Co Inc.	8,283.38
119953	2/23/2024	Clarke Mosquito Control Products (BG Lures)	1,332.37
119954	2/23/2024	APG Media	223.50
119955	2/23/2024	Fastenal Company	183.49
119956	2/23/2024	State of Florida (Suncom)	146.58
119957	2/23/2024	Florida Keys Aqueduct Authority	810.04
119958	2/23/2024	Florida Keys Electric Coop Assn Inc	2,497.25

**LOCAL ACCOUNT CONTINUED**

119959	2/23/2024	Genset Services, Inc	248.00
119960	2/23/2024	Raycel Godoy (Reimbursement for Work Pants & Boots)	350.00
119961	2/23/2024	Bruce L. Holden (Per Diem/Travel Reimbursement Mtg 2/20/2024)	15.00
119962	2/23/2024	HemoStat Laboratories	33.00
119963	2/23/2024	Low Cut Lawn Care LLC	1,600.00
119964	2/23/2024	Peter Mudry	99.00
119965	2/23/2024	PPLSI (Payroll Deductions)	425.44
119966	2/23/2024	Rubin, Turnbull & Associates Inc	4,166.66
119967	2/23/2024	Ryan Rodriguez (Worker's Comp Wages Reimbursement)	1,462.02
119968	2/23/2024	Sunshine Gasoline Distributors, Inc.	569.49
119969	2/23/2024	ULINE	691.50
119970	2/23/2024	West Marine Pro	467.56
119971	2/23/2024	Stanley Zuba (Per Diem/Travel Reimbursement 1/21-24/2024)	507.92
		Transfer - Healthcare	157,939.40
		Positive Pay	82.35
<b>Total Local Account Cash Disbursements</b>			<b>\$ 1,063,141.82</b>

Respectfully Submitted,



Bruce Holden, Finance Director/Comptroller  
Florida Keys Mosquito Control District

**STATE I ACCOUNT**

Check No.	Payment	Remit To	Payment Amt.
1178	2/2/2024	Lawrence J. Hribar, PhD (Per Diem/Travel Reimbursement 1/28-30/2024)	\$ 176.51
1179	2/9/2024	Jason Bynum (Per Diem/Travel Reimbursement 1/28-2/2/2024)	\$ 191.00
1180	2/9/2024	Christopher Franco (Per Diem/Travel Reimbursement 1/28-2/2/2024)	\$ 191.00
1181	2/9/2024	Elizabeth R. Frampton (Per Diem/Travel Reimbursement 1/28-2/2/2024)	\$ 191.00
1182	2/9/2024	Brandon Johnson (Per Diem/Travel Reimbursement 1/28-2/2/2024)	\$ 191.00
1183	2/9/2024	Michaelle Vanessa Moireira (Per Diem/Travel Reimbursement 1/28-2/2/2024)	\$ 191.00
1184	2/9/2024	Andrea L. Leal (Per Diem/Travel Reimbursement 1/31-2/2/2024)	\$ 83.00
1185	2/9/2024	Edgar Delacerda (Per Diem/Travel Reimbursement 1/28-2/2/2024)	\$ 191.00
1186		**VOID**	\$ -
1187	2/16/2024	Phillip L. Goodman (Per Diem/Travel Reimbursement 1/31-2/2/2024)	\$ 72.00
1188	2/16/2024	Laurie McMahan (Per Diem/Travel Reimbursement 1/28-2/2/2024)	\$ 191.00
1189	2/23/2024	Peter Mudry (Per Diem/Travel Reimbursement 1/28-2/2/2024)	\$ 191.00
<b>Total STATE I Account Cash Disbursements</b>			<b>\$ 1,859.51</b>

Respectfully Submitted,



Bruce Holden, Finance Director/Comptroller  
Florida Keys Mosquito Control District

*Item 10b*

Resolution  
2024-08

Ratification  
of Emergency  
Purchase: GA  
Contractors

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

**RESOLUTION NO. 2024-08**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, RATIFYING AND APPROVING THE FIRST AMENDMENT TO CONTRACT FOR SERVICES WITH GA CONTRACTORS, ATTACHED HERETO AS ATTACHMENT “1”; DECLARING AN EMERGENCY PURCHASE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE FIRST AMENDMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, the Florida Keys Mosquito Control District of Monroe County, Florida (the “District”) is an independent taxing district located within Monroe County, Florida; and

**WHEREAS**, due to a fire at the District’s Marathon facility, the building and several offices therein needed to be remedied and repaired urgently; and

**WHEREAS**, the District entered into a Contract with GA Contractors, Inc. South Florida (“GA”) who engaged a full staff of repair personnel with experience and expertise to expeditiously make the necessary repairs to the Marathon facility; and

**WHEREAS**, GA provided a scope of work to the District, including specifically, all the necessary labor and material to make the necessary repairs (the “Services”); and

**WHEREAS**, the Scope of Services set forth in the Contract with GA needs to be amended to include painting of the entire second floor of the facility; and

**WHEREAS**, due to the Marathon office facility being an essential public building and the urgency and time sensitivity of making the necessary repairs, the Executive Director determined that an immediate requirement exists for an emergency purchase and that delay in procurement would be detrimental to the District; and

**WHEREAS**, in accordance with the District’s purchasing policy, District staff has recommended an emergency purchase pursuant to the District’s purchasing policy and therefore authorized the emergency purchase to GA subject to approval and ratification of the expenditure by the Board of Commissioners of the District (the “Board”); and

**WHEREAS**, the District’s legal counsel has prepared a First Amendment to the Contract (the “First Amendment”) attached hereto as Attachment “1” thereby incorporating the additional scope of services and adjusting the contract price of GA for ratification and approval by the District Board; and

**WHEREAS**, GA has agreed to provide the additional Services described in the First Amendment and at the compensation set forth in the First Amendment; and

**WHEREAS**, the District Board of Commissioners has determined that approving and ratifying the First Amendment to Contact with GA and authorizing an emergency purchase therefore is in the best interest of the District.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

**Section 2. Ratification and Approval of First Amendment.** The District Board of Commissioners hereby ratifies and approves the First Amendment to Contract GA Contractors, Inc. South Florida, as set forth in Attachment “1” attached hereto, together with such non-material changes as may be acceptable to the Executive Director and approved as to form and legality by the District Counsel.

**Section 3. Authorizing Emergency Purchase.** In accordance with the District purchasing policies, the District Board hereby formally declares an emergency purchase in accordance with the District’s purchasing provisions as set forth therein.

**Section 4. Authorization of District Officials.** The Executive Director and/or her designee and the District’s Counsel are authorized to execute and enter into the Agreement attached as Attachment “1” and to take necessary action to effectuate the intent of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Florida Keys Mosquito Control District at a regular meeting of said Board Officials held on the 12<sup>th</sup> of March 2024.

District 1 – Commissioner Jill Cranney	Yes_____	No_____
District 2 – Chair Phil Goodman	Yes_____	No_____
District 3 – Commissioner Brandon Pinder	Yes_____	No_____
District 4 – Vice Chair Stanley M. Zuba	Yes_____	No_____
District 5 – Commissioner Bette Brown	Yes_____	No_____

**ATTEST:**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

_____	_____	_____	_____
Andrea Leal, Executive Director	Date	Chairman Phil Goodman	Date



# **ATTACHMENT 1**

# THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT

## FIRST AMENDMENT TO CONTRACT FOR GOODS AND SERVICES

**THIS FIRST AMENDMENT** to the Contract for Goods and Services (the "First Amendment") is made by and between **GA CONTRACTORS INC.** (the "Contractor") and the **FLORIDA KEYS MOSQUITO CONTROL DISTRICT** (the "District").

This First Amendment restates and duplicates the Contract in all respects other than as reflected in strike-through/add format below reflecting the changes made by this First Amendment. Other than as set forth in strike-through/add format herein, the terms of the Agreement remain the same as set forth previously and in full force and effect as originally written. This First Amendment amends the Scope of Services and Compensation and constitutes and is deemed an "Amendment" as defined and required in the Agreement.

**WHEREAS**, The Firm and the City entered into a certain Agreement (the "Agreement") effective January 18, 2024, attached hereto as Exhibit "A"; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth in this First Amendment, the Firm and the City agree as follows.

**Section 1. Amendment to Agreement.** The Term of the Agreement is amended to read as follows:

\*\*\*

### 2. **CONTRACTOR'S SERVICES**

Contractor agrees to provide the following services:

- a. Contractor agrees to replace ceiling grin in room #211 and replace the suspended ceiling tile throughout the building.
- b. Contractor agrees to install new 1"x8" PVC baseboards in all areas of the building excluding the laboratory and bathrooms.
- c. Contractor agrees to replace the cabinetry and countertops along the wall in the Clean Room Hanger and replace the damaged wall paneling in Boardroom. If Contractor cannot match the existing wall paneling, they will replace all.
- d. Contractor agrees to replace the carpet in the Boardroom and in rooms #209, #211, and #212.
- e. Contractor will remove existing damaged drywall where needed, and install new drywall taped with smooth wall finish where needed.
- f. Contractor will remove and replace the exterior wall insulation in room #211.
- g. Contractor agrees to prime and paint walls in specific areas.

- h. Contractor will replace the exterior window in room #107 and #211 with impact glass, these windows will be manufactured to match existing ones.
- i. Interior painting of second floor hallway, offices and all surfaces.

Documentation of the specific goods/services is attached and labeled as *Exhibit "A"* to this Contract, and the First Amendment hereto, and is incorporated herewith by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

### **3. COMPENSATION**

District shall pay Contractor the sum of ~~\$79,550.00~~ \$101,502.00 for services rendered pursuant to this Contract, with payment to be made as follows:

The first payment is 45%, due upon signing of contract. The second payment is 45% due when Contractor is ready to start carpet installation. The third payment is 10% and due upon completion of the job.

No payment to Contractor shall be due until the District verifies that all services for which payment has been requested have been fully and satisfactorily performed by Contractor. The District will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt. The Emergency Purchase Authorization Forms, executed on January 12, 2024 and February 16, 2024, are attached and labeled as Exhibit "B."

\*\*\*

**Section 2. No Further Modifications.** All other terms and conditions of the existing Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set for the herein.

**Section 3. Effective Date.** This First Amendment shall be effective \_\_\_ March, 2024.

**IN WITNESS WHEREOF**, the parties execute this First Amendment on the respective dates under each signature: The District, signed by and through its Executive Director, and by the Contractor.

**FOR FLORIDA KEYS MOSQUITO CONTROL DISTRICT:**

\_\_\_\_\_  
SIGNATURE OF EXECUTIVE DIRECTOR      DATE

**FOR CONTRACTOR:**

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR/REPRESENTATIVE      DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

# **EXHIBIT A**

# THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT

## Contract for Goods & Services

This Contract entered into on the date last written below, by and between **GA CONTRACTORS INC.** (the “Contractor”) and the **FLORIDA KEYS MOSQUITO CONTROL DISTRICT** (the “District”). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

### 1. TERM

The term of this Contract shall be from January 18, 2024 to May 17, 2024.

*This Contract may be extended to complete the scope of work, as necessary.*

### 2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following services:

- a. Contractor agrees to replace ceiling grin in room #211 and replace the suspended ceiling tile throughout the building.
- b. Contractor agrees to install new 1”x8” PVC baseboards in all areas of the building excluding the laboratory and bathrooms.
- c. Contractor agrees to replace the cabinetry and countertops along the wall in the Clean Room Hanger and replace the damaged wall paneling in Boardroom. If Contractor cannot match the existing wall paneling, they will replace all.
- d. Contractor agrees to replace the carpet in the Boardroom and in rooms #209, #211, and #212.
- e. Contractor will remove existing damaged drywall where needed, and install new drywall taped with smooth wall finish where needed.
- f. Contractor will remove and replace the exterior wall insulation in room #211.
- g. Contractor agrees to prime and paint walls in specific areas.
- h. Contractor will replace the exterior window in room #107 and #211 with impact glass, these windows will be manufactured to match existing ones.

Documentation of the specific goods/services is attached and labeled as *Exhibit “A”* to this Contract and is incorporated herewith by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

### 3. COMPENSATION

District shall pay Contractor the sum of \$79,550.00 for services rendered pursuant to this Contract, with payment to be made as follows:

The first payment is 45%, due upon signing of contract. The second payment is 45% due when Contractor is ready to start carpet installation. The third payment is 10% and due upon completion of the job.

No payment to Contractor shall be due until the District verifies that all services for which payment has been requested have been fully and satisfactorily performed by Contractor. The District will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt. The Emergency Purchase Authorization Form, executed on January 12, 2024 is attached and labeled as *Exhibit "B."*

#### 4. **INSURANCE**

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to The District and with a reputable and financially viable insurance carrier, naming The Florida Keys Mosquito Control District as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to The District. Contractor shall provide The District with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify The District immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit "C."*

**General Liability Insurance**

Amount: \$1,000,000.00

**Professional Liability Insurance**

Amount: \_\_\_\_\_

**Vehicle Liability Insurance**

Amount: \$1,000,000.00

**Workers Compensation Insurance**

Amount: Statutory Limits

#### 5. **WARRANTY**

Contractor agrees to correct, at its own expense, any defects in the good/services performed under this Contract caused by faulty materials and/or workmanship within 90 days from the date of full completion. This warranty does not extend to workmanship and/or materials that were not supplied by Contractor. In the event that such defects are discovered during the warranty period,

The District shall notify Contractor of the defect in writing, and shall allow Contractor a reasonable time in which to make any repairs necessary to correct the defect.

## 6. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with District policies and all applicable local, state, and federal laws, including laws; including public records.

Public Records. To the extent Contractor is acting on behalf of District as stated in Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by District to perform the Services;
- b. Upon request from District, provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred District; and
- d. Upon completion or termination of this Agreement, transfer to District, at no cost, all public records in Contractor's possession or keep and maintain public records required by District to perform the services. If Contractor transfers the records to District, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District upon request in a format that is compatible with the information technology systems of District.

A request for public records regarding this Agreement must be made directly to District, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to District to enable District to respond to the public records request.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY EMAIL AT: [DDARIAS@KEYSMOSQUITO.ORG](mailto:DDARIAS@KEYSMOSQUITO.ORG), OR BY MAIL TO: FLORIDA KEYS MOSQUITO CONTROL DISTRICT, ATTN: CUSTODIAN OF PUBLIC RECORDS, 18 AQUAMARINE DR., KEY WEST, FL 33040, OR BY CALL TO (305) 292-7190.**



7. **INDEPENDENT CONTRACTOR STATUS**

Contractor is, for all purposes arising under this Contract, an independent contractor. Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of the District.

8. **TERMINATION**

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, The District will be relieved of all obligations under said contract and The District will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY THE DISTRICT

The District may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to The District or the performance of duties required hereunder and which would, in The District's sole judgment, be prejudicial to the best interests and welfare of The District and/or its employees;
- iii. failure by Contractor to maintain the insurance required by the terms of this Contract.

9. **ASSIGNMENT**

Neither Consultant nor the Florida Keys Mosquito Control District may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and assigns.

10. **AMENDMENT**

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Florida Keys Mosquito Control District.

11. **INDEMNIFICATION, GOVERNING LAW & VENUE**

Contractor shall indemnify and hold harmless the Florida Keys Mosquito Control District from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the District in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees, or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

12. **E-VERIFY**

Pursuant to Florida Statute § 448.095, Contractor shall be required to register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term and shall produce said affidavit to the District upon request. Notwithstanding any other provision herein, District reserves the right to immediately terminate this Contract upon notice to Contractor that the District has developed a good faith belief that Contractor has knowingly violated this section.

13. **REPRESENTATIONS, WARRANTIES & DEBARMENT**

Contractor represents and warrants to the Florida Keys Mosquito Control District, upon execution and throughout the term of this Contract that:

- 1) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- 2) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- 3) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.; and
- 4) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- 5) Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
  - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
  - (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;  
(ii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

**14. CONFIDENTIALITY**

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by The District in writing, any confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all policies of The District regarding the confidentiality of such information.

**15. BILLING**

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

**16. THIRD-PARTY BILLING AND PAYMENT**

To the extent applicable with regard to the services provided in this Contract, Contractor shall not be entitled to bill nor accept third-party payment without authorization of The District. Contractor agrees that The District shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and criteria of The District as requested.

**17. CONTRACT RECORDS RETENTION**

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, The District holding the contractor in default, termination of the contract or legal action.

**18. ETHICS CLAUSE**

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former FKMCD officer or employee. For breach or violation of this provision The District may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former FKMCD officer or employee.

**19. CONFLICT OF INTEREST**

The following provisions shall apply for conflict of interest. Any violation of these provisions by a District employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Director or a District member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the District. No District member, officer or employee may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No District member, employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials, or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all District employees or in District surplus sales, provided there is no preferential treatment.

**20. SEVERABILITY**

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

**21. COUNTERPARTS**

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

**22. WAIVER**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the District does not relieve the Contractor of the indemnification provisions contained within this Contract.

**23. CAPTIONS**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

**24. ENTIRE CONTRACT**

The parties hereto agree that this is the final Contract between the parties and supersedes any and all prior Contracts and/or assurances, be it oral or in writing.

**25. NOTICES**

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

<p><u>Florida Keys Mosquito Control District:</u>  Florida Keys Mosquito Control District Director  5224 College Road  Key West, FL 33040</p> <p><u>With a copy to:</u>  Florida Keys Mosquito Control District Counsel  Vernis &amp; Bowling of the Florida Keys, P.A.  81990 Overseas Hwy, 3<sup>rd</sup> Floor  Islamorada, FL 33036</p>	<p><u>The Contractor:</u>  GA Contractors Inc. of South Florida  7539 Gulfstream Blvd  Marathon, FL 33050.</p>
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**26. NO WAIVER OF SOVERIGN IMMUNITY**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

**27. NO THIRD-PARTY BENEFICIARIES**

The Parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**FOR FLORIDA KEYS MOSQUITO CONTROL DISTRICT:**

\_\_\_\_\_  
SIGNATURE OF EXECUTIVE DIRECTOR      DATE

**FOR CONTRACTOR:**

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR/REPRESENTATIVE      DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

# **EXHIBIT A**





**GA Contractor Inc. South Florida  
CGC1523788**

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**Proposal No. *240105-01J***

**Date: *01/05/2024***

***Proposal Submitted To:***

***Florida Keys Mosquito Control  
503 107<sup>th</sup> St. Gulf  
Marathon, Fl. 33050***

***Project: Acoustical Ceiling, Carpets, Cabinets, Interior Paint & Baseboard Installation to  
Subject Property:***

***We hereby propose to furnish the materials and perform the labor necessary for the completion  
of the above mentioned project.***

❖ **Scope of work: 1<sup>st</sup> & 2<sup>nd</sup> Floor offices, Board Room & Hallways**

➤ **Acoustical Ceiling**

- **Replace suspended ceiling grid in room #211. (321 Sq. Ft.)**
- **Replace suspended ceiling tile 2'x2' throughout the building. (1,992 Sq. Ft.)**

➤ **Baseboard Work**

- **Install new 1"x8" PVC baseboards in all areas of the building excluding laboratory & bathrooms. (2,106 L.F.)**

➤ **Cabinetry**

- **Replace cabinetry & countertop along the wall in Clean Room Hangar. (34 l.F.)**
- **Replace damaged wall paneling in Boardroom. (3 Sections)**
- **(Replace All Paneling if Cannot Match Existing)**

➤ **Carpet Flooring**

- **Replace carpet in Boardroom. (1942 Sq. Ft.) -(Mohawk Aladdin #959 Sidewalk)**
- **Install new carpet in room #209. (215 Sq. Ft.) -(Mohawk Aladdin #959 Sidewalk)**
- **Install new carpet in room #211. (322 Sq. Ft.) -(Mohawk Aladdin #959 Sidewalk)**
- **Install a new carpet in room #212. (182 Sq. Ft.) -(Mohawk Aladdin #959 Sidewalk)**

➤ **Drywall Work**

- **Remove existing damage where needed.**
- **Install new drywall taped with smooth wall finish where needed.**

➤ **Insulation**

- **Remove & replace exterior wall insulation in room #211. (288 Sq. Ft.)**

➤ **Paint Work**

- **Primer & paint walls in specific areas. (Owner to Choose One Color) -(Eggshell or Satin Finish Interior Latex) -(One Coat Primer & 2 Coats Paint)- (Sq. Ft.)**

➤ **Windows**

- **Replace exterior window in room #107 w/ impact glass window.**
- **Replace exterior window in room #211 w/ impact glass window.**
- **Windows will be manufactured to match existing ones.**

❖ **Item Cost**

- **Baseboards - (\$8.75 per Linear Foot)- (Materials & Labor Included)**
- **Carpet Flooring - (\$7.35 per Sq. Ft.)- (Materials & Labor Included)**
- **Paint - (\$3.50 per Square Foot)- (Materials & Labor Included)**
- **Insulation - (1.75 per Sq. Ft.)- (Materials & Labor Included)**
- **Drywall - (\$18.01 per Linear Feet)- (Materials & Labor Included)**
- **Acoustical Ceiling - (\$9.75 per Square Feet)- (Materials & Labor Included)**

**Worker's Hours & Construction Debris Cleanup:**

- **Workers will work Monday through Friday - 8:00 AM to 5:00 PM with a lunch break from 12:00 PM to 1:00 PM. (Saturday - 8:00 AM to 5:00 PM if needed)**
- **Workers will gather/pickup all construction debris in work areas at job site on a daily basis.**
- **Workers will remove all construction debris from job site on a weekly basis or when needed.**

**Special Proposal Notes:**

- **Note: Price quoted is subject to Final approved plans and is only an Estimate. Any alterations or deviations to existing Plans involving extra labor or materials will be accommodated at an additional cost.**
- **Note: Permit Fees are not included in this estimate.**
- **Note: Engineer Plans are not included.**
- **Note: Not responsible for Delays or Damages due to acts of Nature.**
- **Note: Price is good for only 30 days.**
- **Note: GA Contractors Inc. South Florida will not be held responsible for any damage caused by equipment on site.**

**All Materials guaranteed as specified by FLBC and the above work performed in Accordance to the drawings and specifications submitted and completed in a Professional and Workmanlike manner.**

**Project Total - \$79,550.00 - Proposal # 240105-01J**

**Payments to be made as Followed:**

**1<sup>st</sup> Payment - 45% upon signing of contract**

**2<sup>nd</sup> Payment - 45% when ready to start carpet installation**

**3<sup>rd</sup> Payment - 10% upon completion of job**

**\*\* By Signing Below This Proposal Becomes a Legal Contract Between Both Parties for Said Job. \*\***

**Print:** \_\_\_\_\_  
*Name of GA Authorized Agent*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*GA Authorized Agent*

**The Above prices, specifications and terms are satisfactory to me and are hereby accepted.  
You are authorized to complete this contract and Payment will be made as outlined above.**

**Print:** \_\_\_\_\_  
*Name of Owner or Owner's Authorized Agent*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*Owner or owner's Authorized Agent*

**Marathon Office: 7539 Gulf Stream Blvd. Marathon FL 33050**

**E-mail: [GACONTRACTORSOUTHFL@GMAIL.COM](mailto:GACONTRACTORSOUTHFL@GMAIL.COM)**

**Cell# 305-440-2812 - 305-680-8000**

**Jorge Roger**

**Rafael Cordova**

## ***Standard Payment Terms Agreement***

***This Standard Payment Terms Agreement\* (\*Agreement\*) is made and entered by and between (\*CONTRACTOR\*) and (\*CUSTOMER\*)***

***\*Contractor\* and \*Customer\* hereby agree as follows:***

***PAYMENT: Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Contractor in accordance with the charges on the Service Agreement, as adjusted by Contractor hereunder, within thirty (30) days of the date of Contractor's invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by the Customer as true and accurate and are payable in full. Interest will be charged on all accounts not paid when due at a rate of two percent per month, or, if less, the maximum rate allowed by law. In the event Customer fails to pay Contractor all amounts which become due under the Service Agreement or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney or collection agency, Customer agrees to pay, in addition to the amounts due, any and all costs incurred by Contractor as a result of such action, including reasonable attorney fees. Contractor has the right to charge a return check fee or a fee to restart Customer if shut off for poor pay history.***

***\*Payment terms may differ if set forth in the Service Agreement / Change Order with the Contractor***

# **EXHIBIT B**

THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
**EMERGENCY PURCHASE AUTHORIZATION FORM**

**REASON FOR EMERGENCY PURCHASE:**

Building reconstruction needs to be performed immediately after dry out phase due to water damage. The marathon office building is an essential public building and must be utilized as soon as possible. All costs for this purchase have been approved by our insurance company.

**Name of company or vendor:**

GA Contractors

**Description of the services or goods (including cost):**

Dry wall installation, window installation, cabinetry, carpet installation, interior painting, baseboard installation, and ceiling tile replacement:  
\$79,550.00.

**ANY RELEVANT DOCUMENTS CONCERNING THIS PURCHASE MUST BE ATTACHED TO THIS FORM.**

The statements contained in this form are true and correct, and made with full knowledge that Florida Keys Mosquito Control District must generally, subject to exceptions and District Policy, competitively bid certain services and goods when their cost exceeds Category 2, pursuant to Florida Statute Section 287 and District Policy, unless there is an emergency.

  
Signature of Director or Director's Designee  
Print: Andrea L. Leal

Dated: 1/12/2024

**IF COST OF SERVICES OR GOODS EXCEEDS CATEGORY 2, THEN THIS PURCHASE MUST BE APPROVED BY THE DISTRICT BOARD AFTER DECLARING IT AN EMERGENCY PURCHASE.**

\_\_\_\_\_  
Signature of District Chairperson  
Print: \_\_\_\_\_

Dated: \_\_\_\_\_

THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
**EMERGENCY PURCHASE AUTHORIZATION FORM**

**REASON FOR EMERGENCY PURCHASE:**

Fire remediation on the second floor over and above the initial estimates needed to be completed in order to restore the building to a safe working environment. The marathon office building is an essential public building and must be utilized as soon as possible. All costs have been approved by our insurance company.

**Name of company or vendor:**

GA Contractors Inc. South Florida

**Description of the services or goods (including cost):**

Interior painting of all second floor surfaces: \$21,952.00.

**ANY RELEVANT DOCUMENTS CONCERNING THIS PURCHASE MUST BE ATTACHED TO THIS FORM.**

**The statements contained in this form are true and correct, and made with full knowledge that Florida Keys Mosquito Control District must generally, subject to exceptions and District Policy, competitively bid certain services and goods when their cost exceeds Category 2, pursuant to Florida Statute Section 287 and District Policy, unless there is an emergency.**

Andrea L. Leal  
Signature of Director or Director's Designee  
Print: Andrea L. Leal

Dated: 2/16/24

**IF COST OF SERVICES OR GOODS EXCEEDS CATEGORY 2, THEN THIS PURCHASE MUST BE APPROVED BY THE DISTRICT BOARD AFTER DECLARING IT AN EMERGENCY PURCHASE.**

\_\_\_\_\_  
Signature of District Chairperson  
Print: \_\_\_\_\_

Dated: \_\_\_\_\_



# EXHIBIT C

**BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

I, \_\_\_\_\_, of the City/Township/Parrish \_\_\_\_\_ of \_\_\_\_\_ State of \_\_\_\_\_, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: (Name of company/vendor): \_\_\_\_\_ and (Nature of services presently being offered to The Florida Keys Mosquito Control District): \_\_\_\_\_

2) I have \_\_\_\_ have not \_\_\_\_, at any time, excluding the instant proposal, had a business or personal relationship with any member of The Florida Keys Mosquito Control District Board, and/or with any employee of The Florida Keys Mosquito Control District.

- The details of my or my company’s present and/or former relationship, excluding the instant proposal, are: {include particular Board member or employee’s name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The Florida Keys Mosquito Control District relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

\_\_\_\_\_  
(Signature of Authorized Representative)  
Print: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, being personally known, \_\_\_\_ or having produced \_\_\_\_\_ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My commission expires:

# *Item 10c*

Resolution 2024-09  
Approving the Award  
of RFP 2024-03  
Mosquito Control  
Adulticide & Larvicide

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

**RESOLUTION NO. 2024-09**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, APPROVING THE RECOMMENDATION AND AWARD OF THE RFP 2024-03 EVALUATION COMMITTEE FOR PURCHASE OF ADULTICIDE & LARVICIDE; AND PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS;** the Florida Keys Mosquito Control District of Monroe County, Florida (the “District”) is an independent taxing district located within Monroe County, Florida; and

**WHEREAS,** the District issued a Request for Proposals, RFP 2024-03 for purchase of adulticide and larvicide for the District’s mosquito control operations; and

**WHEREAS,** the Executive Director established an Evaluation Committee (the “Committee”) to review the responsive proposals received and to make a recommendation to the Board of Commissioners of the District (the “Board”) for the selection of vendors from whom to purchase the adulticide and larvicide; and

**WHEREAS,** the Committee reviewed two (2) responsive proposals which were evaluated using the selection criteria and point system detailed in RFP 2024-03; and

**WHEREAS,** the Committee has recommended the purchase of *Dibrom Concentrate* from Adapco, LLC and *Spinosad* from Clarke Mosquito Control Products, Inc., as set forth in Exhibit “A” attached hereto; and

**WHEREAS,** the Board desires to approve the Committee’s recommendation and select the recommended vendors for the respective purchases of adulticide and larvicide; and

**WHEREAS,** the Board has determined that the procurement and utilization of these services is in the best interest of the District.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

**Section 2. Approval of Ranking and Recommendation.** The Board of Commissioners hereby approves the Committee’s rankings and recommendations for the purchase of adulticide and larvicide from Adapco, LLC and Spinosad from Clarke Mosquito Control Products, Inc., as set forth in Exhibit “A” attached hereto.

**Section 3. Authorization of District Officials.** The Executive Director and/or her designee and District staff are authorized to purchase the *Dibrom Concentrate* from Adapco, LLC and *Spinosad* from Clarke Mosquito Control Products, Inc., and to take such necessary action to effectuate the intent of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Florida Keys Mosquito Control District at a regular meeting of said Board Officials held on the 12<sup>th</sup> of March 2024.

District 1 – Commissioner Jill Cranney	Yes_____	No_____
District 2 – Chair Phil Goodman	Yes_____	No_____
District 3 – Commissioner Brandon Pinder	Yes_____	No_____
District 4 – Vice Chair Stanley M. Zuba	Yes_____	No_____
District 5 – Commissioner Bette Brown	Yes_____	No_____

**ATTEST:**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

\_\_\_\_\_  
Andrea Leal, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman Phil Goodman

\_\_\_\_\_  
Date

# **EXHIBIT A**



# FLORIDA KEYS MOSQUITO CONTROL DISTRICT

## Board of Commissioners

Phil Goodman, Chairman  
Stanley Zuba, Vice Chairman  
Bette Brown, Secretary/Treasurer  
Jill Cranney  
Brandon Pinder

Executive Director  
Andrea Leal

18 Aquamarine Drive  
Key West, FL 33040

Telephone: (305) 292-7190  
FAX: (305) 292-7199

[www.keysmosquito.org](http://www.keysmosquito.org)

March 1, 2024

To: Board of Commissioners  
Florida Keys Mosquito Control District

From: Bruce Holden, Finance Director *Bruce Holden*

Through: Andrea L. Leal, Executive Director

Subject: Bid Opening Committee Recommendations for RFP 2024-03

On March 1, 2024, the FKMCD Bid Opening Committee met to open bids for adulticide and larvicide. The committee consisted of Executive Director Andrea Leal, Director of Operations Mikki Coss, Lower Keys Supervisor Corey Brindisi, Purchasing Agent Rochele Miller, and me. Deanna Darias was present to handle recording of the bid opening. No other employees or members of the public were in attendance.

### **RFP 2024-03: Mosquito Control Adulticide and Larvicide**

The committee unanimously recommends the following purchases:

1. **Adapco; Dibrom Concentrate** – The committee recommends accepting Adapco’s bid for three years. The year one price of \$277.51 price per gallon will apply when 90 or more gallons are ordered. That price will increase to \$291.39 per gallon in year two and \$305.96 in year three. These prices represent a 4% price increase in the first year and a 5% increase the two following years. There was only one bidder for Dibrom.
2. **Clarke; Spinosad (a mixture of Spinosyn A and Spinosyn D)** – The committee recommends accepting Clarke’s bid for three products for three years. Clarke was the only bidder.

Year one pricing for Natular G30 will be \$21.45 per pound. That price will increase to \$22.09 per pound in year two and \$22.76 per pound in year three. These prices represent a 26% increase in year one (over current pricing) and a 3% increase in the two following years.

Year one pricing for Natular DT will be \$1,555.00 per case. That price will increase to \$1,601.65 per case in year two and \$1,649.70 per case in year three. These prices represent a 12.2% increase in year one (over current pricing) and a 3% increase in the two following years.

Year one pricing for Natular XRT will be \$1,293.00 per case. That price will increase to \$1,332.41 per case in year two and \$1,372.38 per case in year three. These prices represent a 26% increase in year one (over current pricing) and a 3% increase in the two following years.

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

**BID OPENING**

**RFP 2024-03 MOSQUITO CONTROL ADULTICIDE & LARVICIDE**

**Friday, March 1<sup>st</sup>, 2024 at 10:00 am**

**PRESENT WERE:**

Andrea Leal, Executive Director  
 Bruce Holden, Finance Director  
 Mikki Coss, Operations Director

Corey Brindisi, Lower Keys Supervisor  
 Rochele Miller, Purchasing Agent  
 Deanna Darias, Executive Assistant ~ Recording

**RFP 2024-03 Mosquito Control Adulticide & Larvicide:**

**Dibrom Concentrate** Vendor: Adapco, LLC Effective: April 1, 2024

		<b>Packaging</b>	<b>Cost per gallon</b>
<b>One Year Pricing</b>	90 gal. or less	30 gallon drum	\$ 281.54
	More than 90 gal.	30 gallon drum	\$ 277.51
<b>2<sup>nd</sup> Year Pricing</b>	90 gal. or less	30 gallon drum	\$ 295.62
	More than 90 gal.	30 gallon drum	\$ 291.39
<b>3<sup>rd</sup> Year Pricing</b>	90 gal. or less	30 gallon drum	\$ 310.40
	More than 90 gal.	30 gallon drum	\$ 305.96

Approximate # of Days from Order Placement to Delivery: 3-5 Days ARO

**Spinosad (a mixture of Spinosyn A and Spinosyn D)** Effective: April 1, 2024

**Vendor: Clarke Mosquito Control Products, Inc.**

	<b>Formulation</b>	<b>Packaging</b>	<b>Cost per lb. or Case</b>
<b>One Year Pricing Natular G30</b>	Granular 30 day release 2.5% a.i	40lb bag	\$21.45/lb.
<b>One Year Pricing Natular DT</b>	Tablet, 60 day, 0.1 gram a.i.	Case	\$1,555.00/Case
<b>One Year Pricing Natular XRT</b>	Tablet, 180 day, 6.25 a.i.	Case	\$1,293.00/Case
<b>2<sup>nd</sup> Year Pricing Natular G30</b>	Granular 30 day release 2.5% a.i	40lb bag	\$22.09/lb.
<b>2<sup>nd</sup> Year Pricing Natular DT</b>	Tablet, 60 day, 0.1 gram a.i.	Case	\$1,601.65/Case



<b>2<sup>nd</sup> Year Pricing Natular XRT</b>	Tablet, 180 day, 6.25 a.i.	Case	\$1,332.41/Case
<b>3<sup>rd</sup> Year Pricing Natular G30</b>	Granular 30 day release 2.5% a.i	40lb bag	\$22.76/lb.
<b>3<sup>rd</sup> Year Pricing Natular DT</b>	Tablet, 60 day, 0.1 gram a.i.	Case	\$1,649.70/Case
<b>3<sup>rd</sup> Year Pricing Natular XRT</b>	Tablet, 180 day, 6.25 a.i.	Case	\$1,372.38/Case

Approximate # of Days from Order Placement to Delivery: 3-5 Business Days

**Committee Recommendation:**

The committee unanimously recommends purchasing Dibrom from Adapco, LLC. at their three year pricing, effective April 1, 2024.

The committee also recommends locking into the three year pricing offered by Clarke Mosquito Control Products, Inc for Spinosad Products: Natular G30, Natular DT and Natular XRT to begin April 1, 2024.

# *Item 10d*

Resolution

2024-10:

Approving the

Award of Sole

Source 2024-04 (3)

A1 Super Duty 55

Mist Sprayers

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

**RESOLUTION NO. 2024-10**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, APPROVING THE SOLE SOURCE AWARD TO ADAPCO, LLC FOR ACQUISITION AND PURCHASE OF MIST SPRAYER AND ATOMIZER EQUIPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS;** the Florida Keys Mosquito Control District of Monroe County, Florida (the “District”) is an independent taxing district located within Monroe County, Florida; and

**WHEREAS,** on February 22, 2024, the District issued a Notice of Sole Source Award to Adapco, LLC dba Azelis Agricultural & Environmental Solutions, for the purchase of (3) A1 Super Duty 55 Mist Sprayers by the District; and

**WHEREAS,** the Executive Director and District staff determined that the above-referenced equipment could be procured only from a sole source, as Azelis Agricultural & Environmental Solutions (Adapco, LLC) is the sole authorized seller in the United States mosquito control market; and

**WHEREAS,** the Notice of Sole Source (the “Notice”) was provided under the authority of Florida Statute 287.057(3)(c), for the purpose of determining whether to conduct a competitive procurement; and

**WHEREAS,** no other responses were received in response to the Notice and the Executive Director has recommended that the Board of Commissioners of the District (the “Board”) approve the purchase of three (3) A1 Super Duty 55 Mist Sprayers as set forth in Exhibit “A” attached hereto; and

**WHEREAS,** the Board desires to approve the recommended purchase and hereby determines that the sole source purchase of the equipment is in the best interest of the District.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, AS FOLLOWS:**

**Section 1.** **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

**Section 2.** **Approval of Sole Source Purchase.** The Board of Commissioners hereby approves the sole source purchase of three (3) A1 Super Duty 55 Mist Sprayers by the District as set forth in Exhibit “A” attached hereto.

**Section 3. Authorization of District Officials.** The Executive Director and/or her designee are authorized to take necessary action for the sole source purchase and otherwise effectuate the intent of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Florida Keys Mosquito Control District at a regular meeting of said Board Officials held on the 12th of March 2024.

District 1 – Commissioner Jill Cranney	Yes_____	No_____
District 2 – Chair Phil Goodman	Yes_____	No_____
District 3 – Commissioner Brandon Pinder	Yes_____	No_____
District 4 – Vice Chair Stanley M. Zuba	Yes_____	No_____
District 5 – Commissioner Bette Brown	Yes_____	No_____

**ATTEST:**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

\_\_\_\_\_  
Andrea Leal, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman Phil Goodman

\_\_\_\_\_  
Date

# EXHIBIT A



## FLORIDA KEYS MOSQUITO CONTROL DISTRICT NOTICE OF SOLE SOURCE

**Released on: 2/22/2024 @ 4:00 PM.**

This is not a Request for Bid or Proposals and there is no solicitation available.

The proposed contract action is for product or services for which the Florida Keys Mosquito Control District ('FKMCD') intends to negotiate and award with only one source under the authority of Florida Statute 287.057(3)(c). FKMCD intends to negotiate sole-source procurement from Adapco, LLC dba Azelis Agricultural & Environmental Solutions, for purchase of (3) A1 Super Duty 55 Mist Sprayers with Atomizers. FKMCD believes this equipment can be procured only from a sole source, as Azelis Agricultural & Environmental Solutions is the sole authorized seller in the United States Mosquito Control Market. Sole source information and quote for Azelis Agricultural & Environmental Solutions have been attached.

Any responses received as a result of this Notice of Sole Source shall be considered solely for the purpose of determining whether to conduct a competitive procurement. **Responses will not be considered as proposals, bids, or quotes.** Interested firms or individuals may identify their capability to provide this product / service by responding to this notice.

**Responses must be submitted electronically via email to Attn: Rochele Miller, FKMCD Purchasing Agent: [rlmiller@keysmosquito.org](mailto:rlmiller@keysmosquito.org). Hard copies will not be accepted. All responses must be submitted within seven (7) business days (which is when this notice is set to close.) No waivers shall be allowed for responses which have not been submitted by the deadline date. Vendors must utilize the attached response form but may also include additional documentation that demonstrates their ability to provide the products/services specified.**

All responses received by the close of notice shall be reviewed. Responses will be considered only if they respond with clear and convincing documentation that they are capable of providing the same product or service by meeting or exceeding the requirements stated herein and are licensed and / or certified to do so. Determination if there is adequate evidence of vendor(s) that could negate the proposed action based on their responses to this notice is solely within the discretion of the FKMCD Board of Commissioners, Executive Director and FKMCD Legal Counsel.

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Failure to file a protest within the time prescribed in Florida Statutes Chapter 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after posting of the notice of decision or intended decision.

**Andrea Leal**  
**Executive Director**  
**Florida Keys Mosquito Control District**

## Sole Source Notice

Business Name: \_\_\_\_\_

Point of Contract: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Demonstrate capability to provide product / services specified: \_\_\_\_\_

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Note: You can attach whatever paperwork is needed to demonstrate your capability to provide these products / services outlines within.

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

Created Date 2/21/2024  
Quote Number 00022569  
Expiration Date 3/31/2024



ADAPCO, LLC d/b/a Azelis Agricultural & Environmental Solutions is pleased to provide the following quotation to:

Customer FLORIDA KEYS MOSQUITO CONTROL

Product	Quantity	Unit of Packaging	Sales Price	Unit of Measure	Subtotal
OEQ A1 SUPER DUTY 55 MIST SPRAYER	3.00	1 EA	USD 18,875.3200	Each	USD 56,625.9600
<b>Total Amount</b>					<b>USD 56,625.9600</b>

Shipping and handling is prepaid on Domestic Orders over \$10,000. Orders totaling less than \$10,000 will be subject to Azelis A&ES standard shipping and handling terms. Terms Net 30 days, full Terms and Conditions can be found on our website, <https://azelisaes-us.com/terms-and-conditions/>. All invoices subject to a \$38 Environmental Liability Surcharge. Please feel free to visit our website at [www.azelisaes-us.com](http://www.azelisaes-us.com) to view labels and get product information.

Should you have any questions or immediate needs, please contact me at the number below or contact Customer Service at 800-367-0659. We appreciate the opportunity to offer this quote and look forward to hearing from you soon.

Regards,

Casey Crockett

**Azelis A&ES**

casey.crockett@azelis.com

Specifications:

- 100-gallon polyethylene tank
- Belt driven 6 roller cast iron pump (22 GPM)
- 20 HP twin cylinder electric start Honda GX 630 engine
- Forklift compatible frame
- Easy to use wireless remote (for fan rotation, throttle, liquid, and kill switch).
- 15" huck riveted fan allowing for 210-degree rotation
- 10-gauge steel frame
- Optional inclusion of Monitor LT2 for mission tracking
- Compatibility with FieldSeeker
- Comes standard with Micronair AU5000 rotary atomizer and a digital flow meter





February 20, 2024

To: Jason Trumbetta at Azelis Agricultural & Environmental Solutions

Subject: U.S. Mosquito Control Market Exclusivity

A1 Mist Sprayers, a brand of Valley Industries is pleased to offer Azelis the following exclusivity terms for the U.S. Mosquito Control Market on the following models for the year 2024:

1. The Commercial Super Duty with Atomizer – Gas driven mist sprayer
2. The Ranger – Gas driven mist sprayer
3. The Cobra – Gas driven mist sprayer
4. The Boss – Gas driven mist sprayer
5. The Terminator – PTO driven mist sprayer
6. The Titan X – PTO driven mist sprayer

The "U.S. Mosquito Control Market" is defined as U.S. municipal, state or federal government customers who will use the A1 Mist Sprayer for mosquito control.

A1 Mist Sprayers ([www.mistsprayers.com](http://www.mistsprayers.com)) and Azelis will review this agreement on an annual basis with each year beginning on January 1.

Terms & Conditions: To maintain this agreement of exclusivity, Azelis agrees to not build/manufacture an equivalent line of Mist Sprayers for Larvae spraying.

If you have any questions, feel free to contact me at [sperry@valleyind.com](mailto:sperry@valleyind.com) or by phone at 1-320-250-4269.

Best regards,

Steve Perry

**A1 Mist Sprayers – a brand of Valley Industries**

Wholesale National Sales Manager

# *Item 10e*

May Meeting  
Date

# 2024 CALENDAR

January-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

February-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

April-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

August-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

December-2024						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Holidays
  Meetings
  Conferences