

**REGULAR MEETING**

**NOVEMBER 7, 2023**



# 2023 CALENDAR

January-2023						
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-2023						
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-2023						
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-2023						
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-2023						
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-2023						
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-2023						
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				

April-2023						
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-2023						
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-2023						
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-2023						
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-2023						
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

**November 7, 2023 3:00 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 November 7, 2023. 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 October 10, 2023 Commissioner Fiduciary Responsibilities and Liabilities Workshop Pgs. 6-7**

**b.) Minutes of the October 10, 2023 Regular Meeting Pgs. 8-9**

5.) Approval of Agenda

6.) Treasurer's Report

7.) Attorney's Report

8.) Director's Report Pgs. 13-23

9.) Items for Board Discussion

a.) Audit Committee Charter (Leal) Pgs. 25-29

b.) Commissioner Travel Plans for 2024 (Leal) Pg. 31

10.) Items for Board Review and Action:

a.) Financial Reports (Holden)

I. Budget Analysis Pgs. 33-37

II. District Finances Pg. 38

III. Cash Disbursements through October 2023 Pgs. 39-41

b.) Schedule 2024 Meeting Dates (Leal) Pg. 45

c.) Resolution 2023-28: Department of Financial Services Authorized Signatures Pgs. 45-46

d.) Resolution 2023-29: Declaring Surplus Equipment Pgs. 48-50

e.) Resolution 2023-30: Vernis & Bowling Contract Pgs. 52-58

f.) Resolution 2023-31: Memorandum of Understanding – Islamorada Village of Islands Pgs. 60-68

g.) Resolution 2023-32: Memorandum of Understanding – Island Community Church Pgs. 70-76

h.) Resolution 2023-33: Cigna Dental Proposal Pgs. 78-87

11.) Good of the Order

12.) Meeting Adjourned

# *Item 4*

## Approval of Minutes

## Commissioner Fiduciary Responsibilities and Liabilities Workshop Minutes

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

October 10, 2023 1:32 PM

The Board of Commissioners of the Florida Keys Mosquito Control District held a Commissioner Fiduciary Responsibilities and Liabilities Workshop on Tuesday, October 10, 2023.

**Present Were:** Phillip Goodman, Chairman; Dr. Stanley Zuba, Vice-Chair, Tom McDonald, Secretary-Treasurer; Brandon Pinder, Commissioner; Andrea Leal, Executive Director; Dirk Smits, Board Attorney. Jill Cranney, Commissioner was absent.

**Employees Present:** Mikki Coss, Director of Operations; Bruce Holden, Director of Finance; Michael Behrend, Director of Human Resources; Edgar Delacerda, Director of Aerial Operations; Deanna Darias, Executive Assistant; Tony Nunez, Chief Technology Officer.

**GUESTS PRESENT:** Brian Cassidy, Cassidy Financial; Kevin Madok, Monroe County Clerk of Court; Pam Radloff, Monroe County Finance Director

**APPROVAL OF AGENDA:** *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 the Florida Keys Mosquito Control District Commissioners Fiduciary Responsibilities and Liabilities.

**DISCUSSION:** Commissioner McDonald introduced Kevin Madok, the Clerk of Court for Monroe County. Commissioner McDonald invited Mr. Madok to this workshop to evaluate the duties of our Board of Commissioners and to give any recommendations. Mr. Madok introduced himself and explained that he would be giving a generic overview of the board's responsibilities. He then introduced his colleague, Pam Radloff, who is the Finance Director for Monroe County. His presentation started with a review of the roles of the board, which included establishing a governance framework, strategic direction, overseeing financial performance, and recruiting, retaining, and evaluating the Executive Director. Chairman Goodman asked if he had any recommendations on educating the public, and Mr. Madok said that radio is a great way to continue reaching our local community.

The presentation then focused on the board positions and a review of their expected duties. A discussion was had regarding the secretary and treasurer duties, as our board has these two positions combined. Per our enabling legislation, this is a combined position for our district. He then reviewed a sample of how the Monroe County Board of Commissioners handles their agenda items during their board meetings. Mr. Madok recommended doing a board self-assessment to check your board's vital signs, or to put in place practices and strategies for a healthy and energized board. We currently do not do a board self-assessment, and Chairman Goodman thought this was a great recommendation to start in future years. Mr. Madok suggested to the board that they customize an example of an assessment to the culture and nature of our board. Once complete, they would present the results at a board meeting. Chairman Goodman asked a few questions on reserve funds and capital plans. Mr. Madok suggested having a 5-year capital improvement plan.

Chairman Goodman expressed gratitude to Mr. Madok and Mrs. Radloff for their time and excellent presentation.

**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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*Thomas McDonald, 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

**October 10, 2023 2:33 pm**

The Board of Commissioners of the Florida Keys Mosquito Control District held a Regular Meeting on October 10, 2023 at the FKMCD Marathon office.

**Present Were:** Phillip Goodman, Chairman; Dr. Stanley Zuba, Vice-Chair, Tom McDonald, Secretary-Treasurer; Brandon Pinder, Commissioner; Andrea Leal, Executive Director; Dirk Smits, Board Attorney. Jill Cranney, Commissioner was absent.

**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; Deanna Darias, Executive Assistant; Tony Nunez, Chief Technology Officer.

**Invited Guests Present:** None

**Community Input:** None

**Approval of Consent Agenda:** After roll call the consent agenda was approved as written and passed unanimously.

**Approval of Agenda:** Chairman Goodman asked the Board if there were any corrections or additions to the agenda, having none, the agenda was approved.

**Treasurer's Report:** None

**Attorney's Report:** Dirk Smits, Board Attorney confirmed that we carry liability insurance for all positions on the OPEB Trust.

**Director's Report:** Director Leal began by updating the commissioners on the rise in mosquito-borne illnesses in Florida and noted that the Keys have only had five (5) travel-related dengue cases and Miami Dade has just under 50 locally acquired cases, and the travel-related cases continue to rise. One of her biggest concerns is the multiple serotypes of Dengue circulating in Miami-Dade, which will result in continued cases. Director Leal reviewed the operations report and noted that September saw a lower than average number of salt marsh mosquitoes and we had fewer service requests than usual, and no aerial adulticide flights. We are in the middle of our annual Key West Sweep, have already visited 5,000 properties, and will continue into next week. She then recognized Dr. Larry Hribar for being an invited speaker to the Society of Vector Ecology Annual Meeting in Charleston, SC. The 5% COLA increase was processed on October 1<sup>st</sup>. She will be speaking at the Key West City Commission Meeting on November 9<sup>th</sup> to give them an update on our operations. The memorandum of understanding for the two (2) landing sites in the upper keys should be presented to the board for approval at the next board meeting. Director Leal gave a quick update on the status of the Safran engine rental for one of the H-125 helicopters.

**Items for Board Discussion:**

**9a.) Performance Review, The Balmoral Group** - Director Leal advised the final report has been turned into the legislature, and she will let the board know if she hears anything further. Overall, it was a very positive report, and we received a lot of great feedback in the community.

**Items for Board Review and Action:**



**10a.) Financial Reports** – The Director of Finance, Bruce Holden, delivered an update on the monthly budget analysis and reviewed the state and local accounts. *A motion was made by Commissioner McDonald, seconded by Commissioner Zuba, and passed unanimously, confirming the Board received the financial information from September of 2023 and the Board requests it be submitted for audit at the appropriate time.*

**10b.) Resolution 2023-24: Enterprise Lease Agreement** - A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA, APPROVING THE MASTER EQUITY LEASE AGREEMENT AND ADDENDUM WITH ENTERPRISE FLEET MANAGEMENT FOR THE DISTRICT'S VEHICLE OPERATIONS FLEET; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner McDonald, seconded by Commissioner Pinder, and passed unanimously to adopt Resolution 2023-24 as written.*

**10c.) Resolution 2023-25: Budget Amendment #1** - A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA AMENDING THE DISTRICT'S BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner Pinder, seconded by Commissioner Zuba, and passed unanimously to adopt Resolution 2023-25 as written.*

**10d.) Resolution 2023-26: Budget Amendment #2** - A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA AMENDING THE DISTRICT'S BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner Pinder, seconded by Commissioner Zuba, and passed unanimously to adopt Resolution 2023-26 as written.*

**10e.) Resolution 2023-27: Voluntary Employee Leave Distribution** - A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT TO AUTHORIZE LIMITED BUYOUT OF ACCRUED EMPLOYEE LEAVE IN FISCAL YEAR 2023-2024. *A motion was made by Commissioner Zuba, seconded by Commissioner Pinder, and passed unanimously to adopt Resolution 2023-27 as written.*

**Good of the Order:**

- Chairman Goodman discussed the next meeting of the Board to be held on November 7th, 2023, at 1pm, and advised the Board there would be an Audit Committee Meeting, Regular Meeting and a BTI Workshop. He mentioned that next year will be our 75th anniversary and that he would like to plan something with the community.

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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*Thomas McDonald, Secretary-Treasurer*

# *Item 6*

## Treasurer's Report

# *Item 7*

## Attorney's Report

# *Item 8*

## Director's Report

# November 2023 Director's Report

## State of Florida Mosquito-Borne Disease Update (as of 10/28/2023)

1. Monroe County (2023)
  - a. Dengue: 0 local, 5 travel-related
2. All of Florida (2023)
  - a. Dengue: 98 local (91 Miami-Dade, 4 Broward, Hardee, Palm Beach, Polk), 415 travel-related (246 in Miami-Dade)
  - b. Zika: 0 local, 0 travel-related
  - c. Chikungunya: 0 local, 1 travel-related
  - d. West Nile Virus: 10 human cases
  - e. Eastern Equine Encephalitis: 2 human cases
  - f. Malaria: 7 local (Sarasota); 65 travel-related
3. Bay, Hardee, Hillsborough, Jefferson, Nassau, Okaloosa, Orange, Palm Beach, Polk, Sarasota, St. Johns, Suwanee, and Walton counties are currently under a mosquito-borne illness advisory. Broward, Escambia, and Miami-Dade counties are currently under a mosquito-borne illness alert.

## Operations Summary

1. Adult Mosquitoes
  - a. Salt Marsh mosquito numbers lower than historical average throughout the Lower and Upper Keys in October, but higher than historical average in the Middle Keys.
  - b. No aerial adulticide missions were conducted in October; which is lower than the historical average.
  - c. Seven (7) truck adulticide missions were conducted throughout the Keys in October, treating approximately 3,200 acres.
  - d. *Aedes aegypti* numbers did not exceed our adulticide action thresholds in October.
2. Larval Mosquitoes
  - a. Twelve (12) aerial granular larvicide missions were completed in October, treating approximately 3,600 acres; this is below the historical average for October.
  - b. Three (3) aerial liquid larvicide missions were conducted in October in Key West.
  - c. Seventeen (17) ground liquid larvicide missions were conducted in October, treating approximately 2,500 acres.
3. Service Requests received (215) were below the historical average for October, majority of which requesting a fog truck or inspection.
4. Key West Sweep successfully completed

## Community Outreach/Education

1. Schools
  - a. Sugarloaf School Science Night: 10/17/23
  - b. Key West Co-Op Truck Day: 9/9/23
  - c. Horace O'Bryant Science Night: 12/12/23
2. Community Events/Outreach/Speaking Engagements
  - a. Summerland Airport Fly-In: 11/4/23
  - b. Marathon Airport Open House: 11/11/23
3. Visitors/Tour
  - a. Kevin Madok, Clerk of Court: 10/10/23
4. Media/News Releases

- a. Weekly Radio, US 1
- b. ABC Action News Story (10/25/23): Story covering need for additional mosquito control measures in the wake of rising mosquito borne disease concerns within the state of Florida
- c. News Release (11/3/23): FKMCD Fleet Replacement Plan Continues

## Human Resources

1. Current Openings
  - a. None
2. Open Enrollment Scheduled for 11/8/23: MUST BE COMPLETED BY 11/17/23

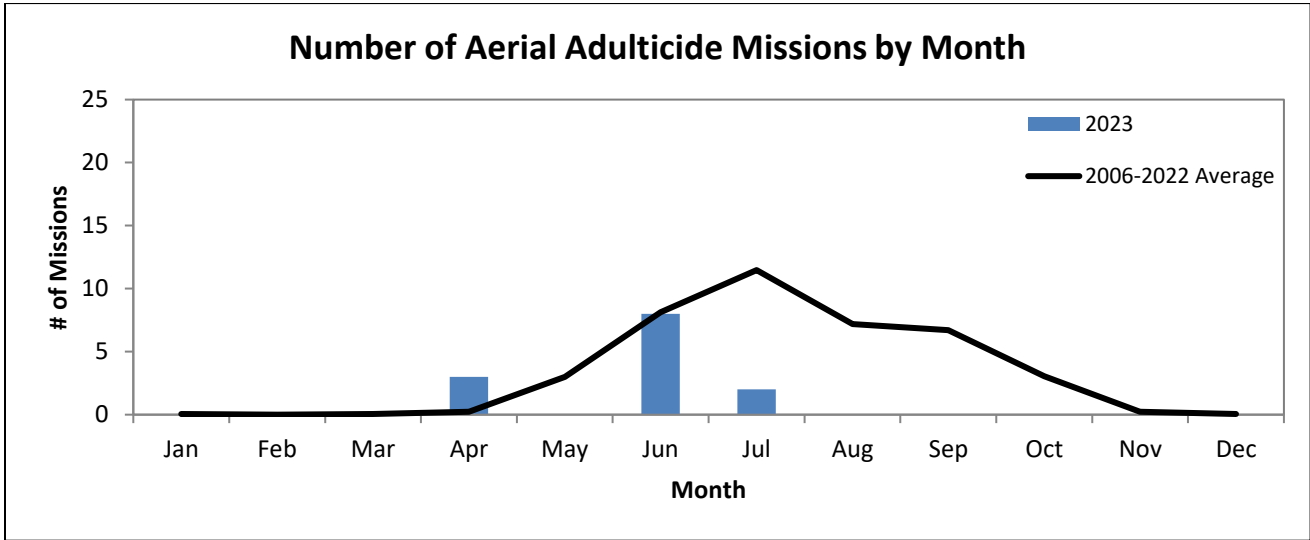
## Other Items

1. Travel/Training
  - a. Safran Customer Support Committee; Rob Lee (Nashville, TN): 10/16/23 – 10/18/23
  - b. H.S.I. Helicopter Pickup; Paul Pignataro, Justin Knowles, Rob Lee (Houston, TX): 10/23/23 – 10/25/23
2. Intergovernmental Support Agreement Partnership w/Navy: 10/11/23
3. Florida Coordinating Council of Mosquito Control (virtual): 10/24/23
  - a. Andrea Leal, Oxitec Project Update
4. FMCA Legislative Committee Meeting: 10/31/23
5. Oxitec Project Steering Committee Meeting: 11/2/23
6. Monroe County Delegation Meeting: 11/2/23
7. KW City Commission Meeting Speaker: 11/9/23
8. After Action Items/Future Board Items
  - a. Administrative Policy Manual Annual Review, December 2023
  - b. Budgetary Process Annual Review, May 2024
  - c. Audit Committee Charter Annual Review, October 2024

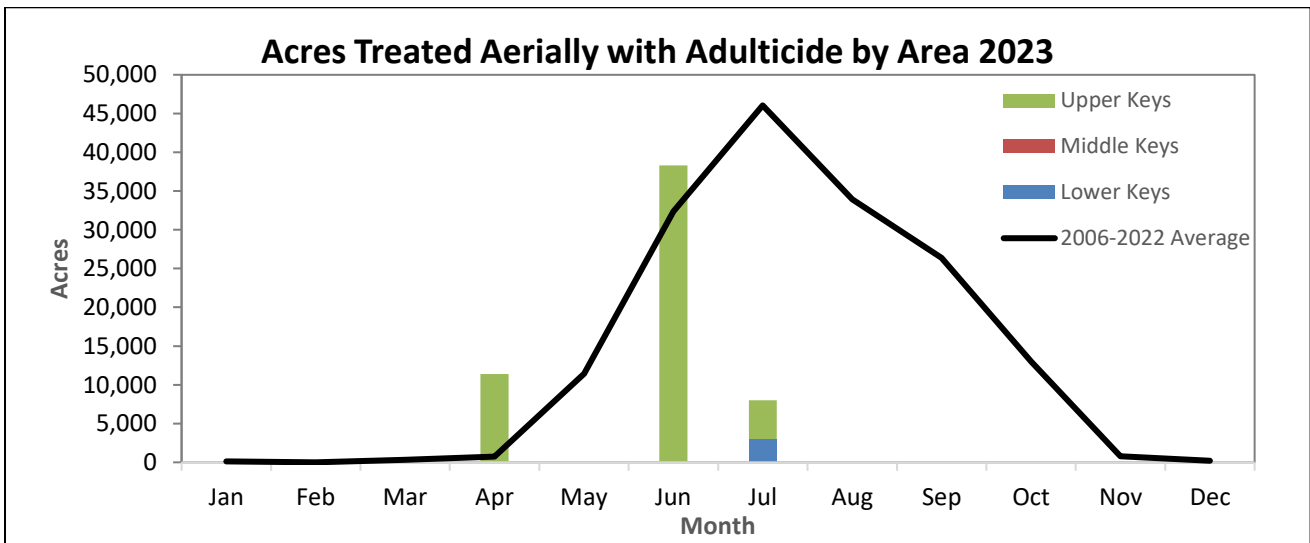
# Florida Keys Mosquito Control Operations Report

(Adjusted through October 31, 2023)

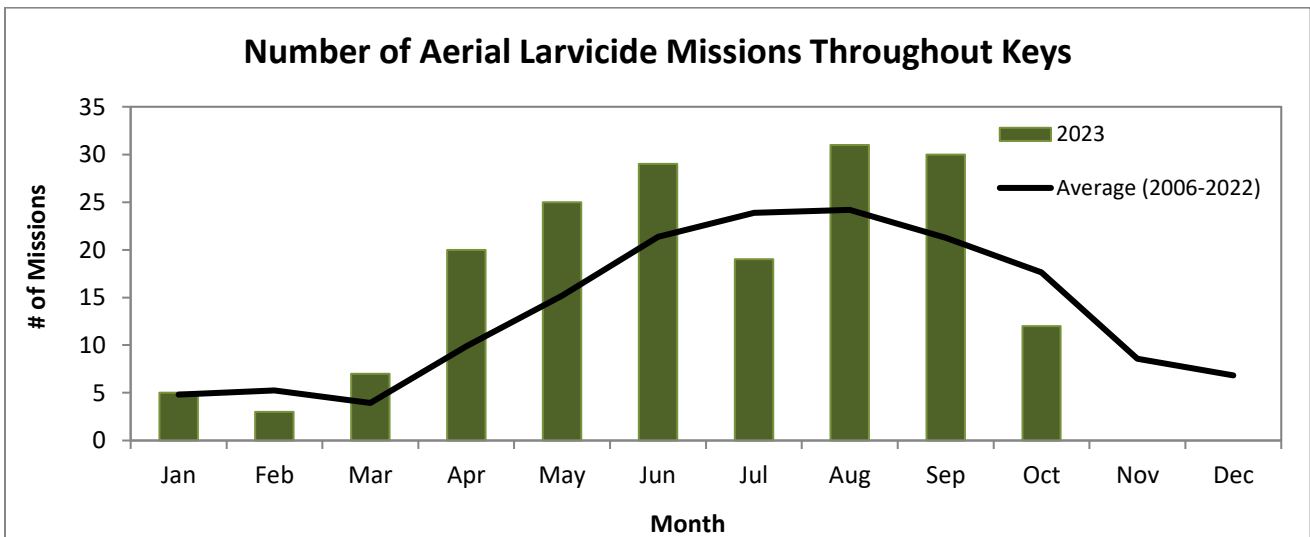
## Aerial Adulticiding Missions in October 2023: 0



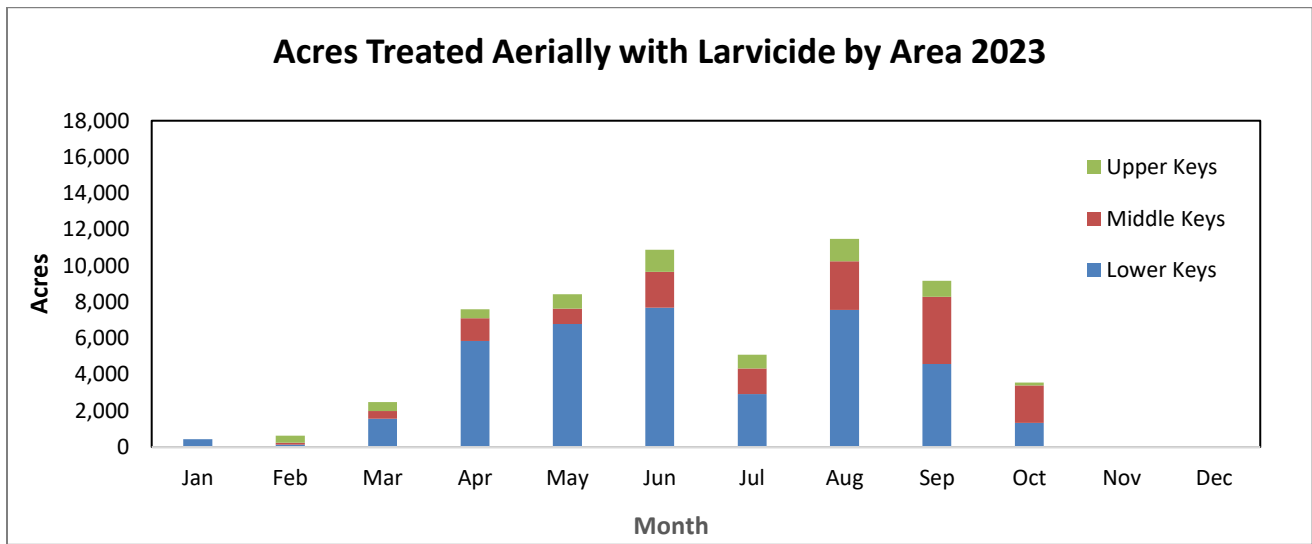
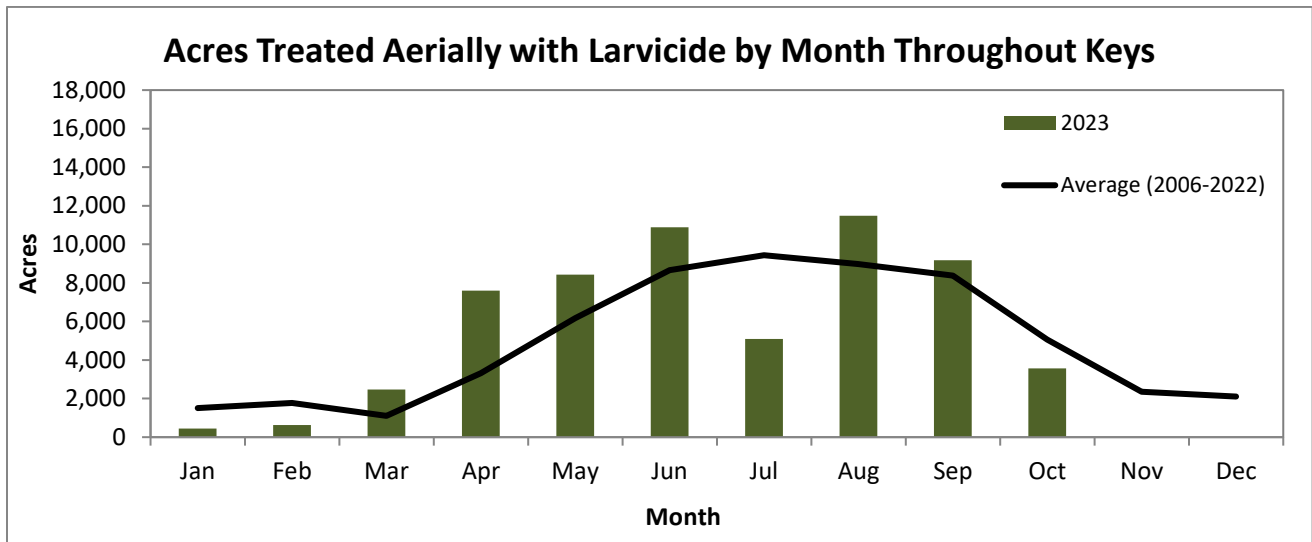
## Aerial Adulticiding Acreage in October 2023: 0



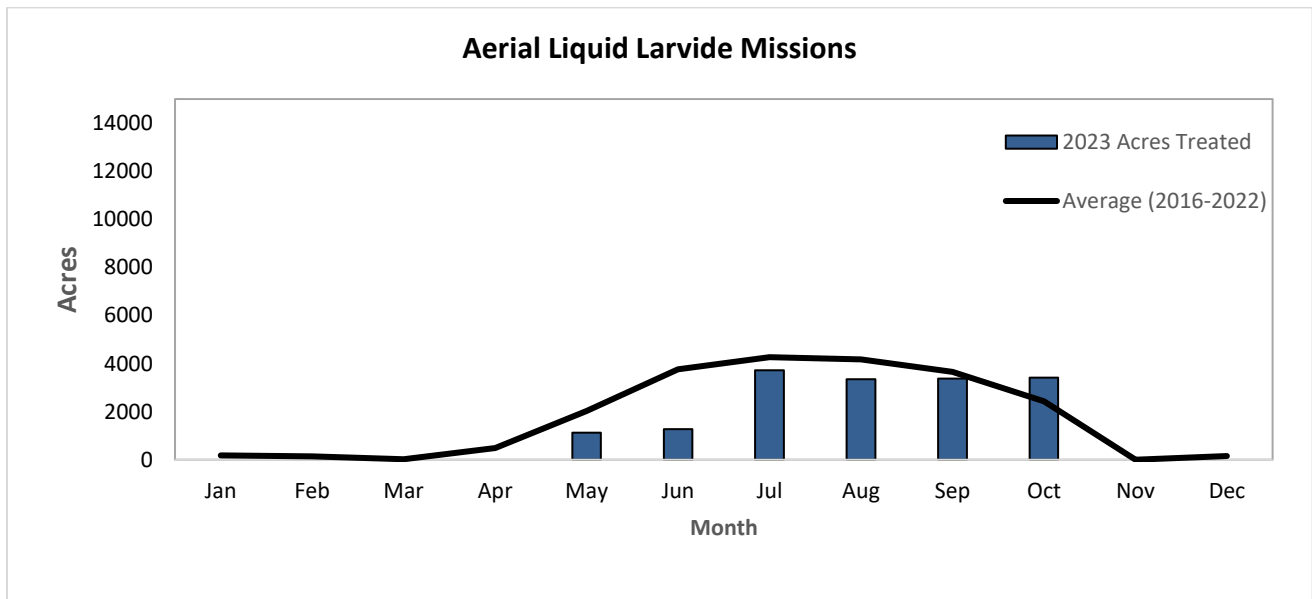
## Aerial Granular Larviciding Missions in October 2023: 12



**Aerial Granular Larviciding Acreage in October 2023: 3,559**

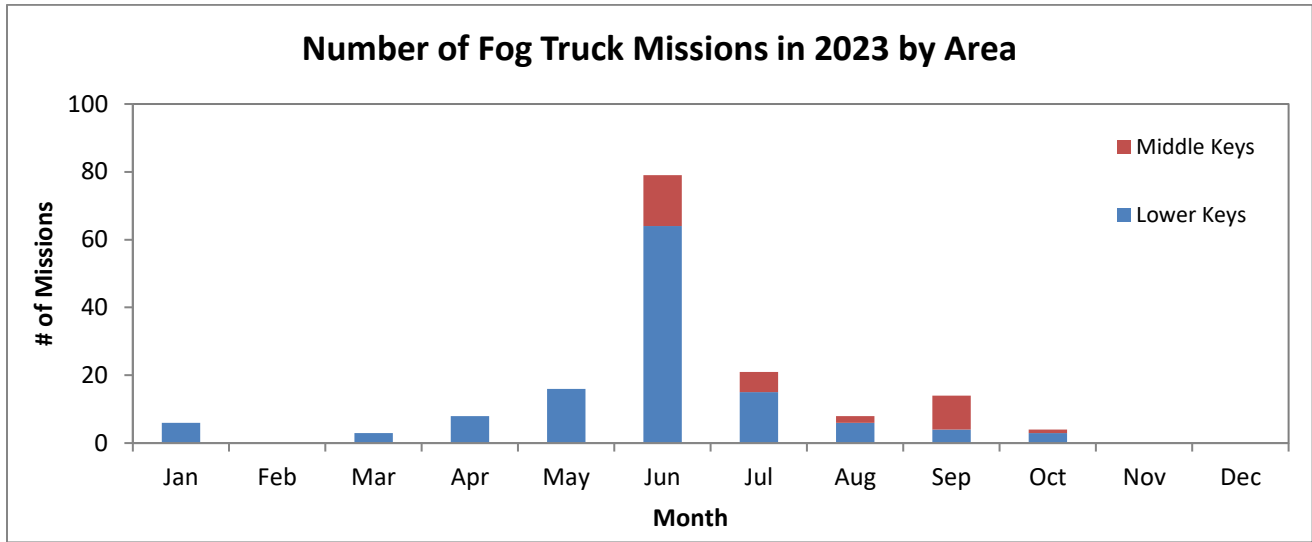


**Number of Aerial Liquid Larviciding Missions in October 2023: 3**

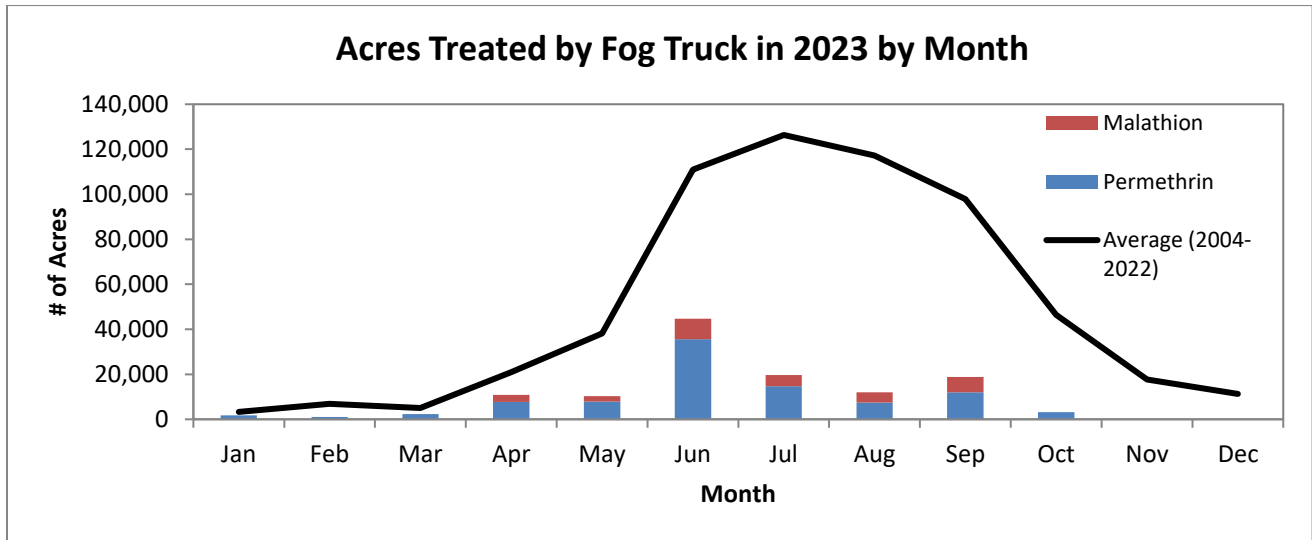




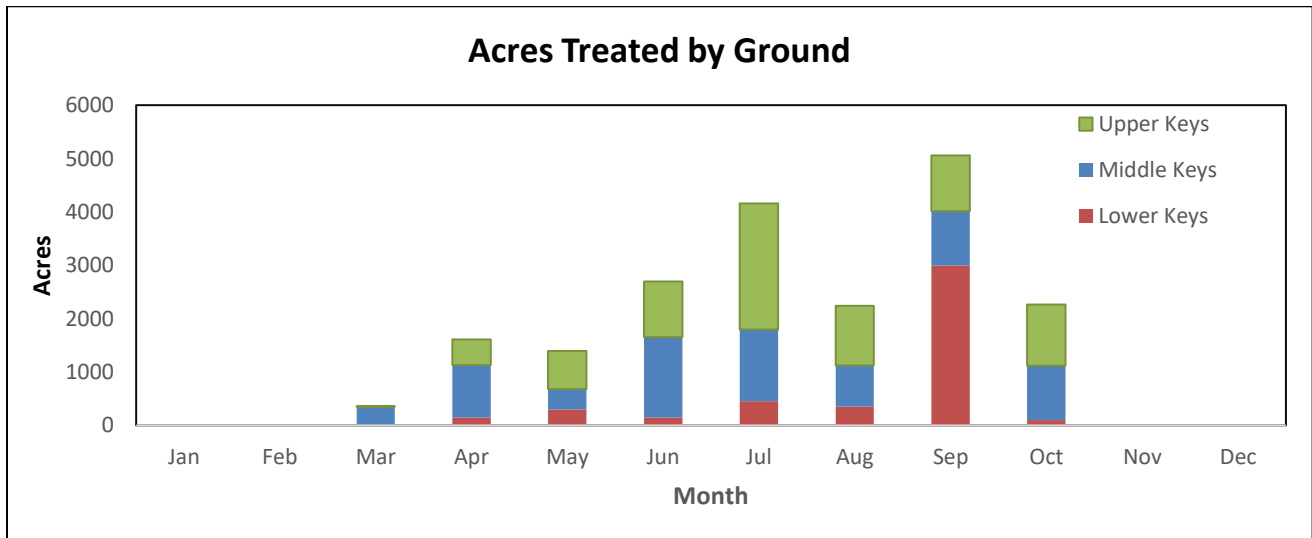
**Ground Adulticiding (Trucks) Missions in October 2023: 7**



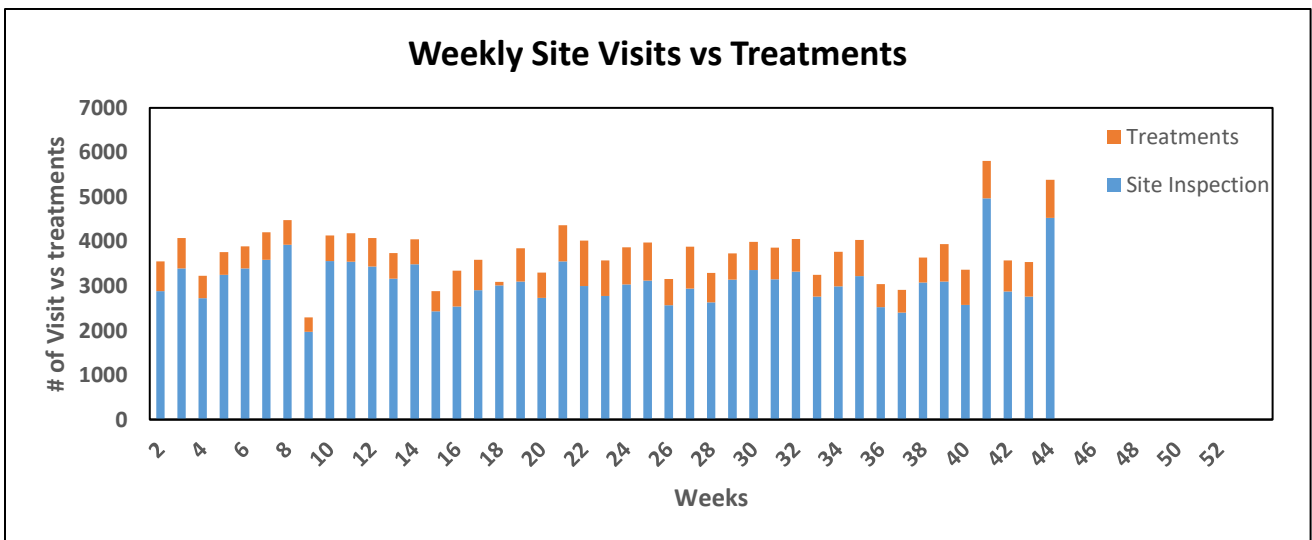
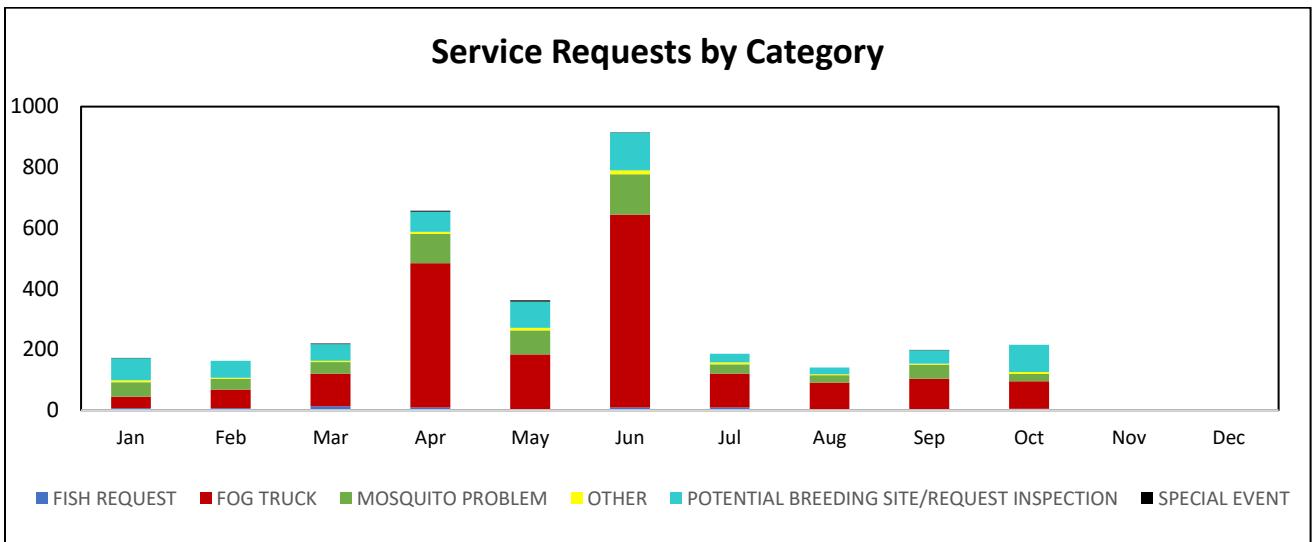
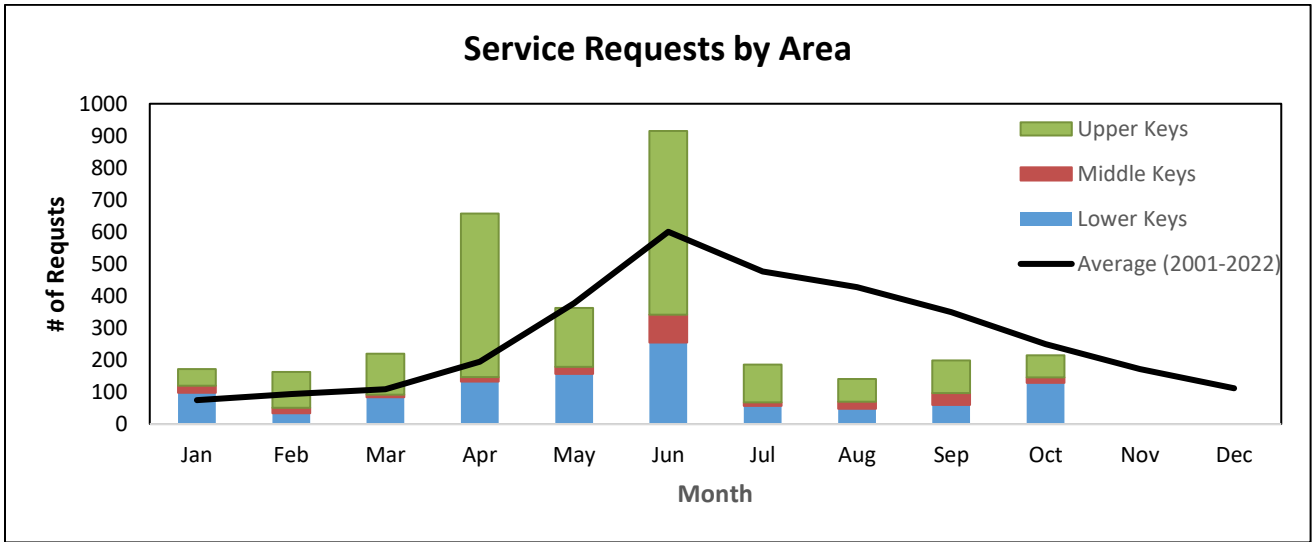
**Ground Adulticiding (Trucks) Acreage in October 2023: 3,172**



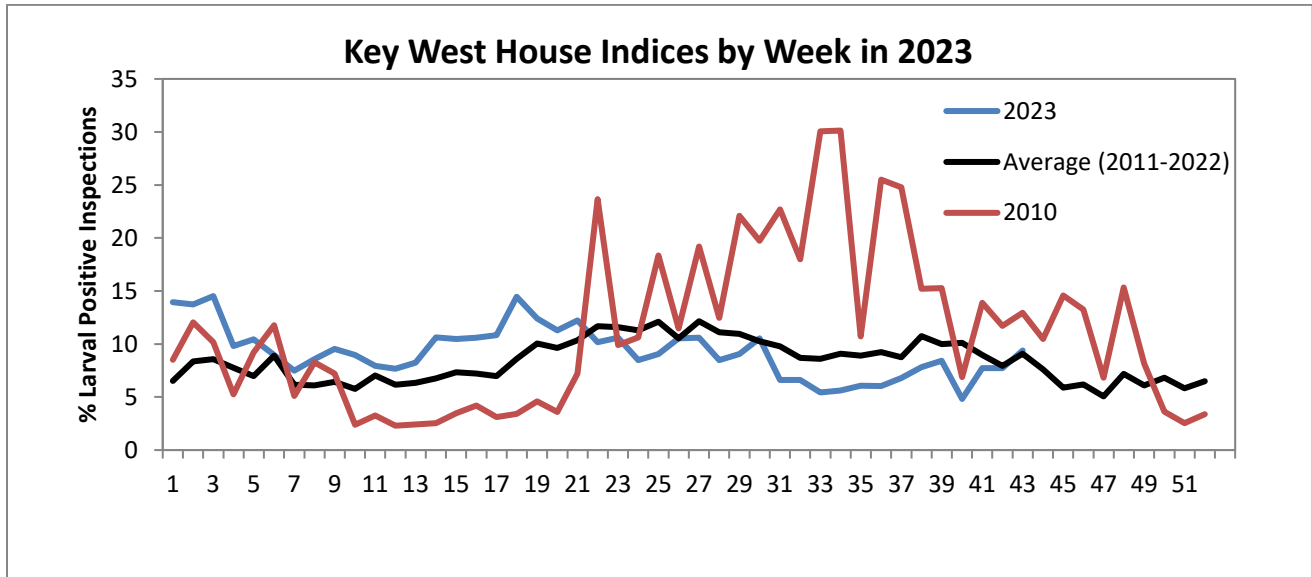
**Ground Liquid Larviciding (Truck & Backpack) Acreage in October 2023: 17 trucks**



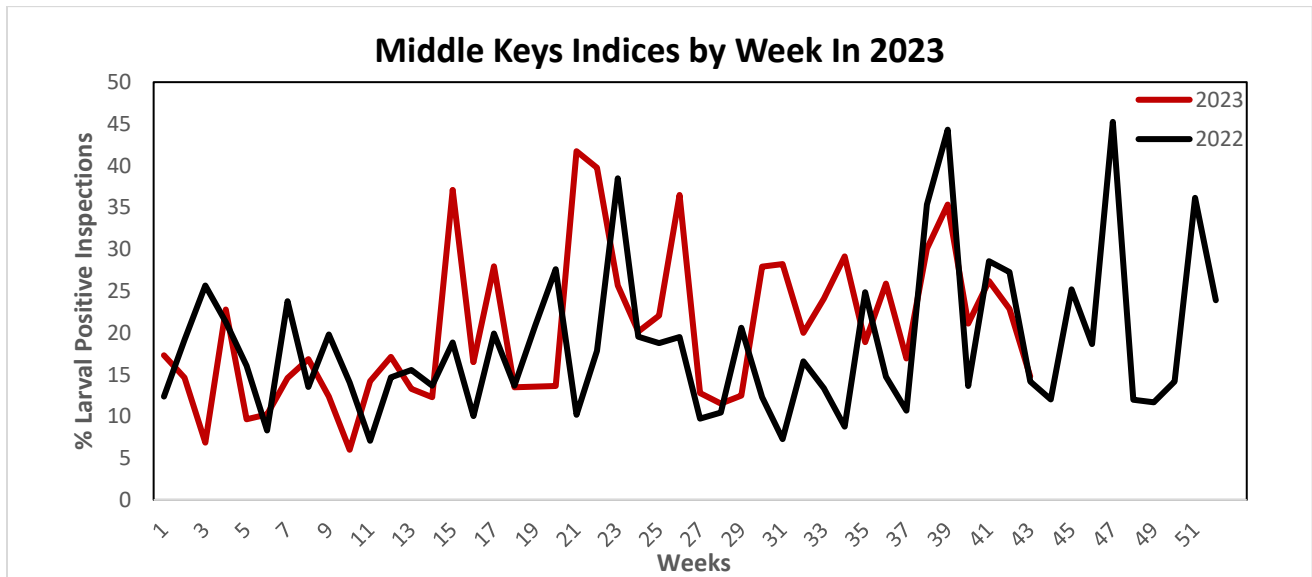
**Total Service Requests for October 2023: 215**



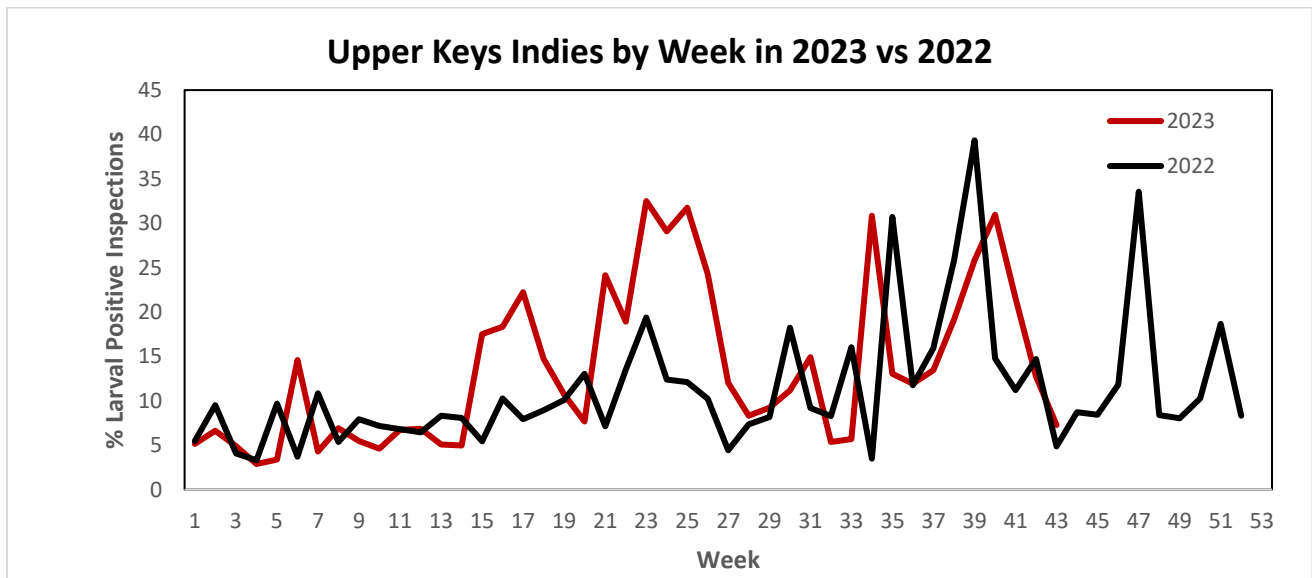
**Key West *Aedes aegypti* Larval Information:**

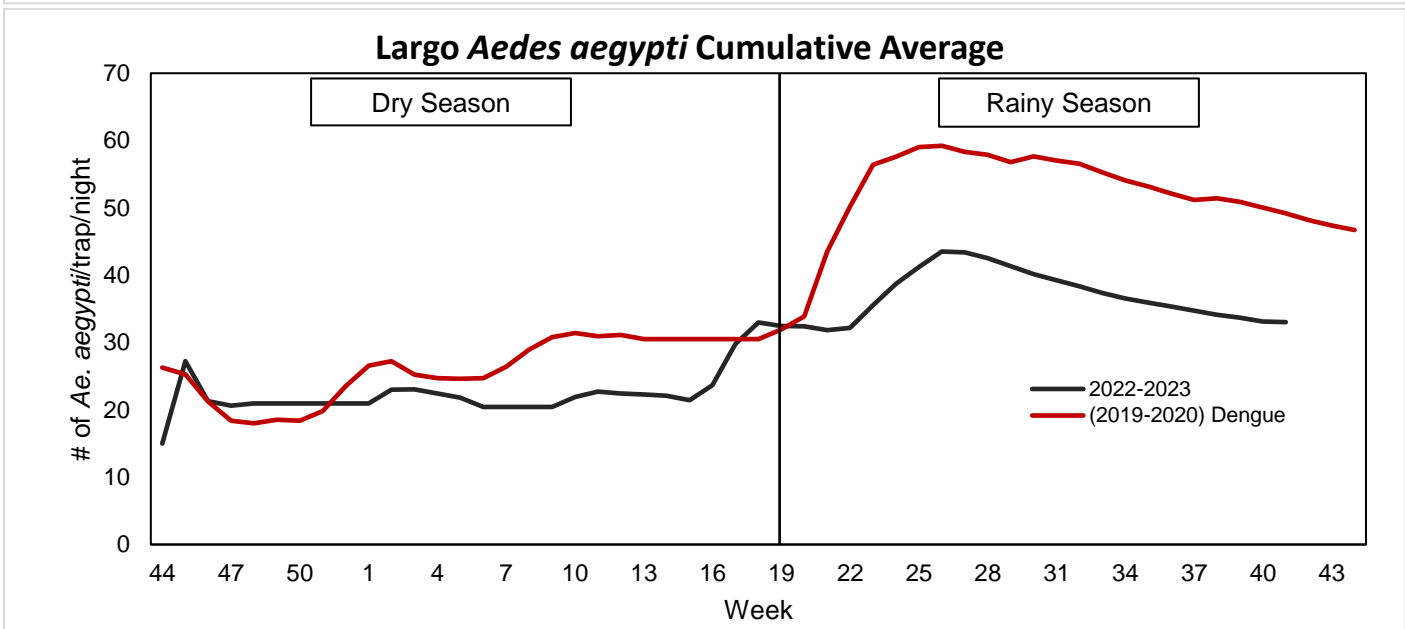
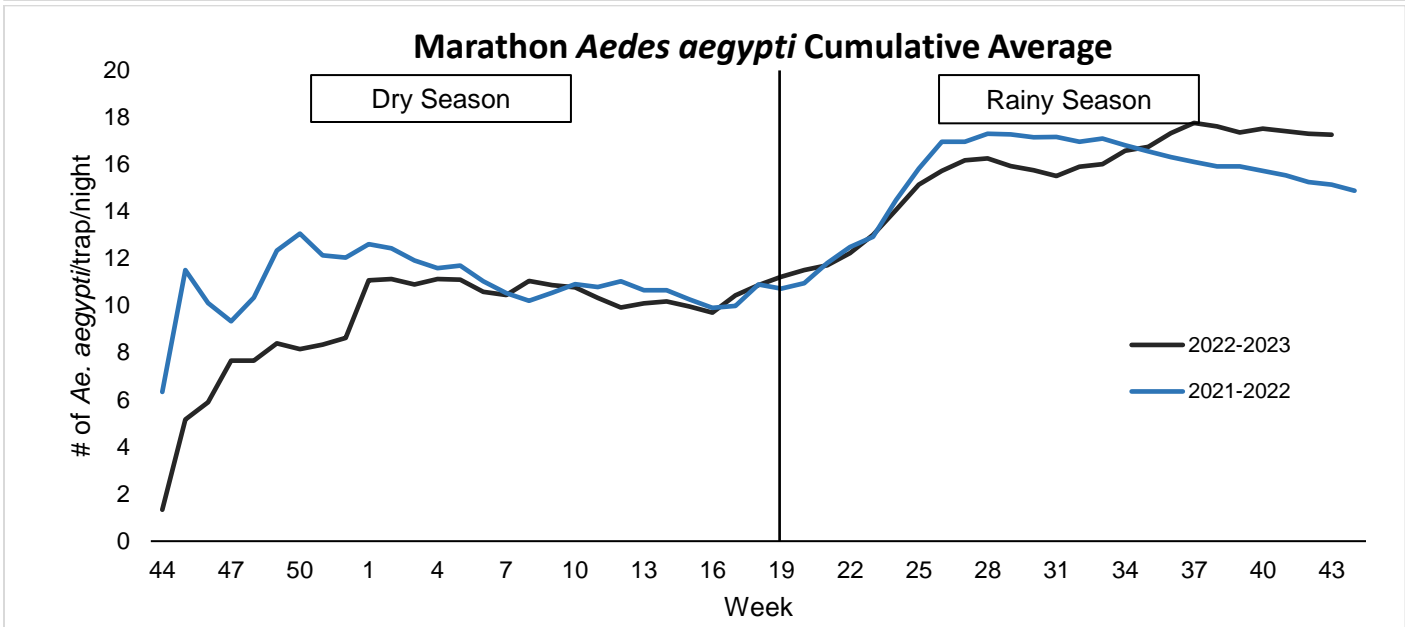
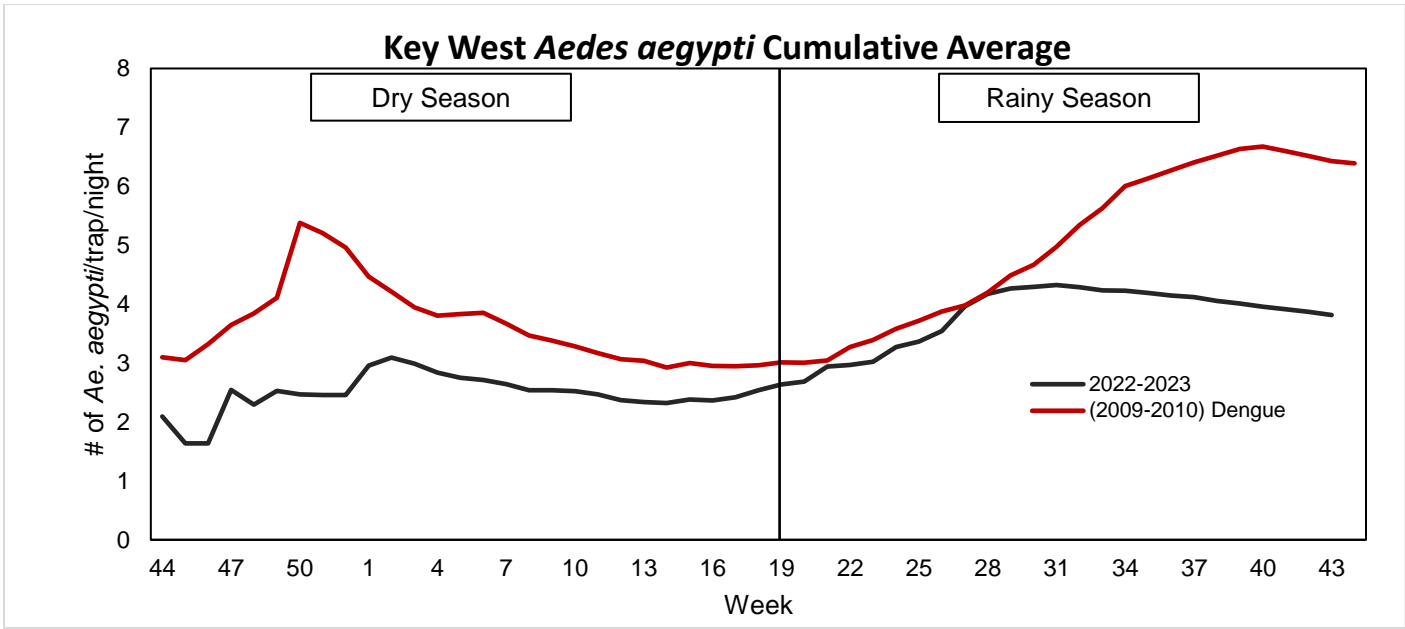


**Middle Keys *Aedes aegypti* Larval Information:**

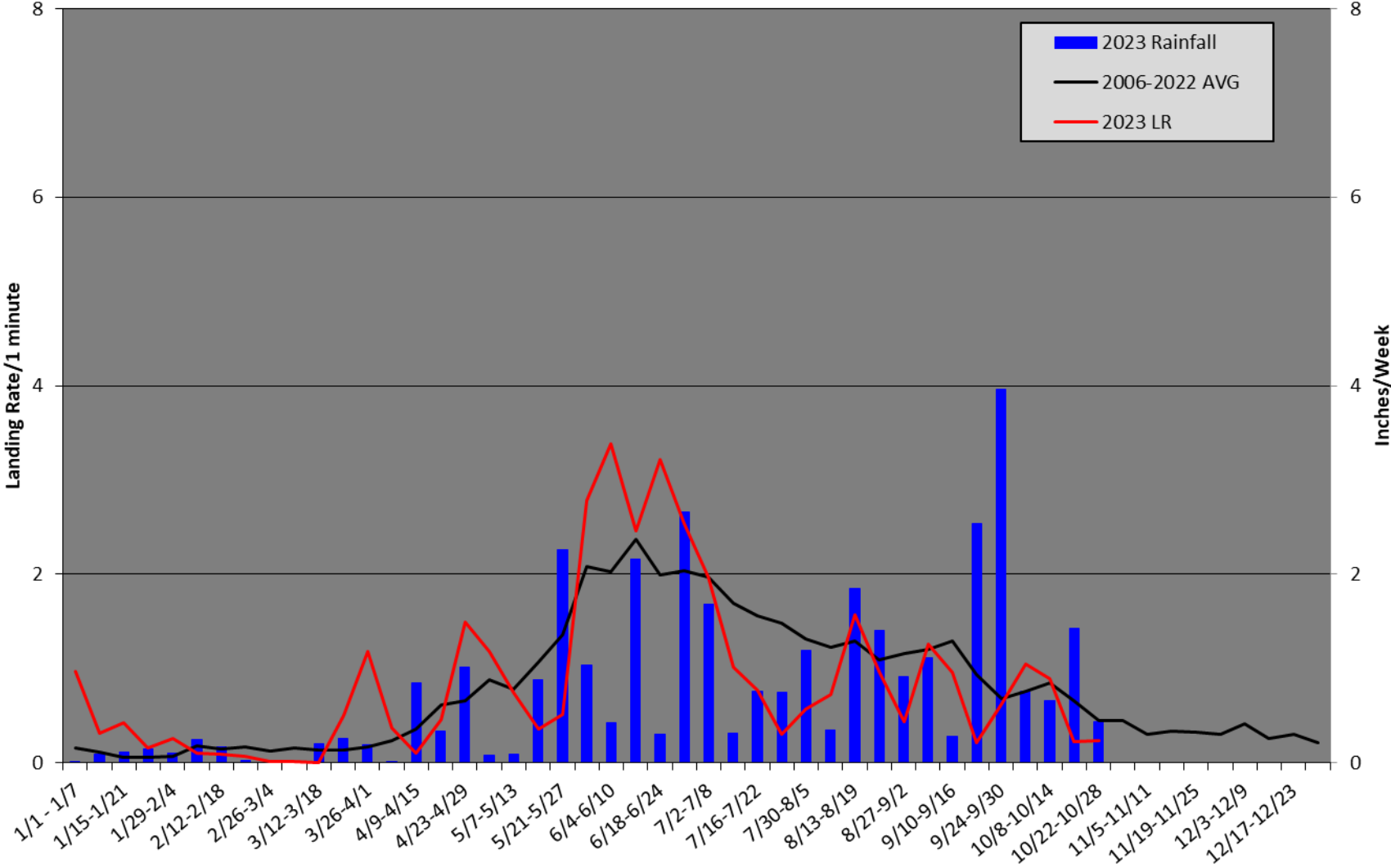


**Upper Keys *Aedes aegypti* Larval Information:**

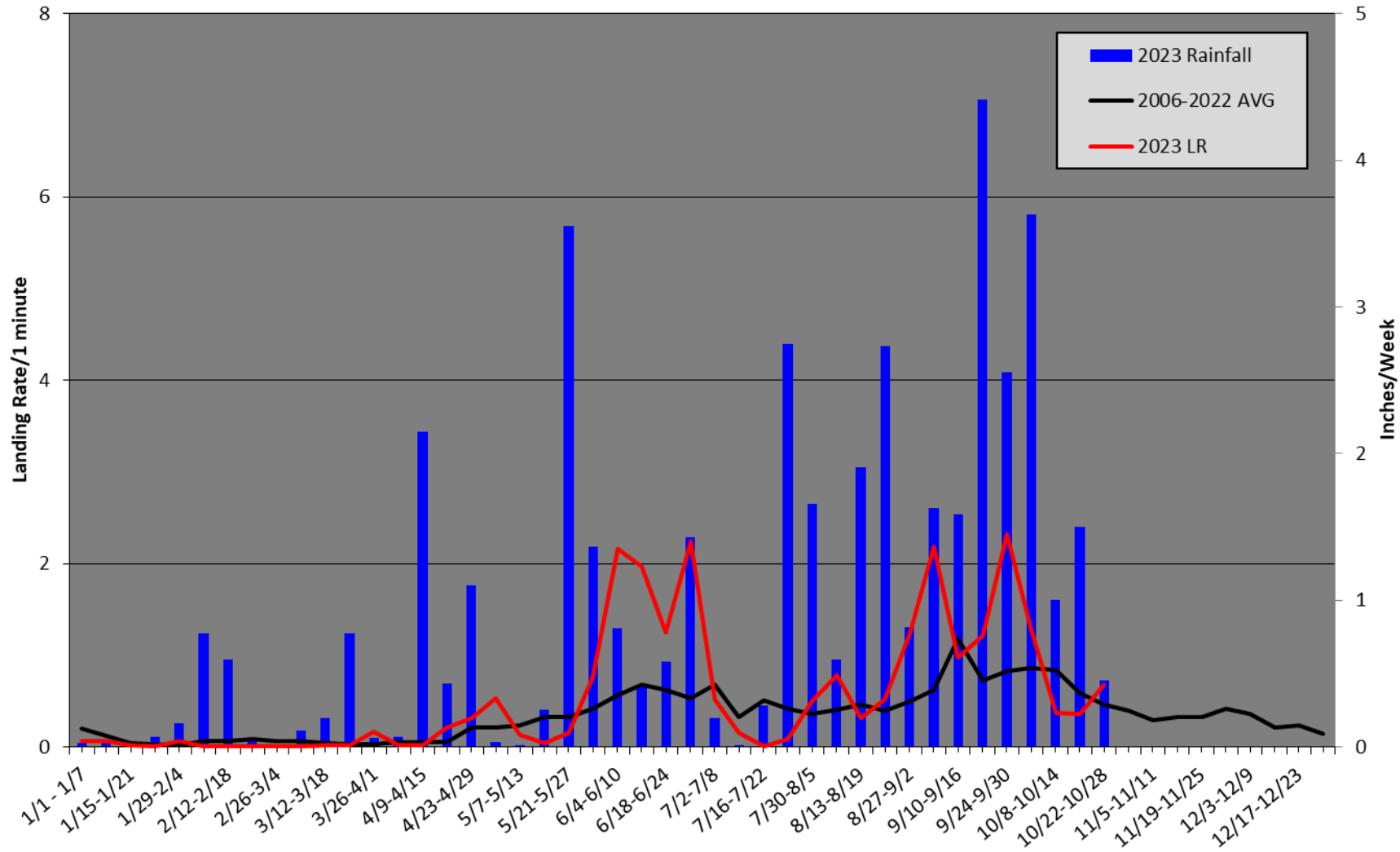




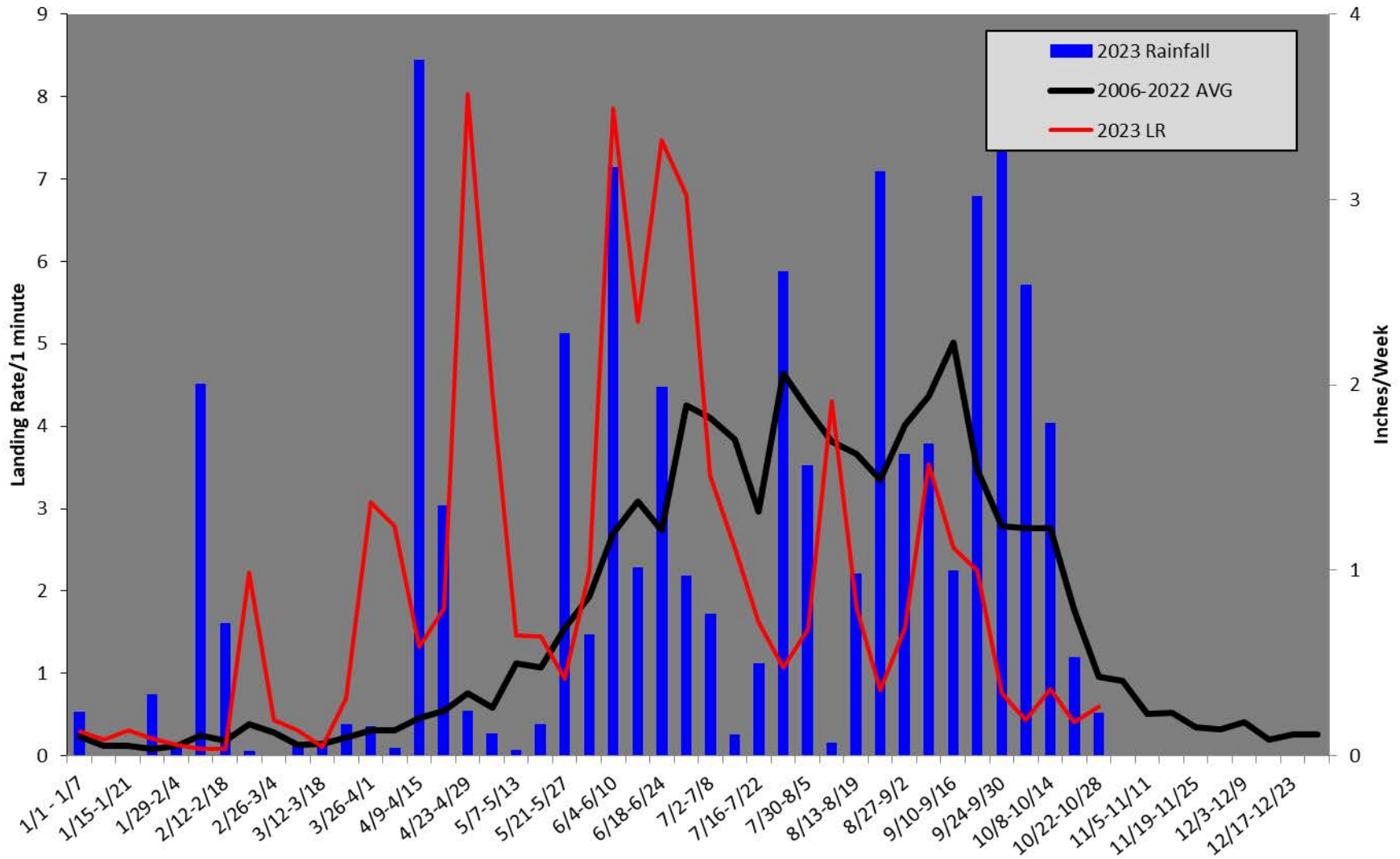
# Lower Keys: Saddlebunch to Bahia Honda Average Landing Rate Counts and Rainfall



## 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*

## Audit Committee Charter



BOARD OF COMMISSIONERS OF THE  
FLORIDA KEYS MOSQUITO  
CONTROL DISTRICT  
AUDIT COMMITTEE CHARTER

Effective Date: July 24, 2006  
Revision Dates: February 21, 2017  
December 15, 2017  
October 18, 2022

## Purpose

The Audit Committee is a committee of the Board of Commissioners assigned with the responsibility of assisting the Board in fulfilling its oversight responsibilities for the financial reporting process, the systems of internal control which management and the Board have **established, the audit process, and the Florida Keys Mosquito Control District's process of** monitoring compliance with the laws and regulations. It is therefore the responsibility of the Audit Committee to provide an open avenue of communication between the Board of Commissioners, management, and the independent external auditors. It is also the responsibility of the Audit Committee to provide a forum separate from management in which auditors and other interested parties can express concerns.

## Organization

- The Board representatives for the Audit Committee shall elect the chairperson at the January Audit Committee meeting and any other non-voting advisory members.
- The Audit Committee shall consist of the entire Board of Commissioners. The Executive Director and Finance Director are non-voting members of the committee. The committee can appoint non-voting advisory members at any time.
- The Board shall endeavor to ensure that at least one member of the Committee is deemed to be a recognized financial expert in the government sector, meaning that he or she possesses:
  1. an understanding of generally accepted accounting principles and financial statements;
  2. experience in preparing or auditing financial statements of comparing entities;
  3. experience in applying such principles in connection with the accounting for estimates, accruals, and reserves;
  4. experience with internal accounting controls; and  
an understanding of audit committee functions.
- If none of the Board of Commissioners possess the skills of a recognized financial expert in the government sector, as described directly above, then the Board shall consider appointing an individual with the prescribed requirements to serve on the Committee in an advisory capacity.
- The Audit Committee shall meet regularly at such time and place, as the Committee shall determine.
- The Chair shall, in consultation with other Committee members, set the agenda for, and preside at, meetings of the Committee.
- The Audit Committee meetings shall be in accordance with Florida Statute, Chapter 286.011, i.e., Sunshine Laws.

## Authority

In meeting its responsibilities, the Audit Committee shall:

- Recommend to the Board the initiation of investigations into any matters within its scope of responsibilities with unrestricted access to members of management, and relevant information.
- May obtain the services of general counsel, and the external auditors to assist in the conduct of any investigation.
- Report Committee actions to the Board of Commissioners with recommendations, as the Committee may deem appropriate.
- The Committee shall review with the independent auditor any management letter **provided by the independent auditor and management’s response to that letter.**
- The Committee shall review with the independent auditor audit problems or difficulties encountered by the independent auditor in the course of its annual audit **work, and management’s response.**
- Each September, the Committee shall conduct an annual evaluation of its performance and shall report the results of such review to the Board. In connection with the annual review, the Committee shall also recommend to the Board any modifications to this Charter that the Committee deems necessary or appropriate.

Responsibilities

The Audit Committee will carry out the following responsibilities:

Financial Reporting

- Review with management and the independent external auditors all significant accounting and reporting issues, including unusual transactions and highly judgmental areas.
- Review with management and the independent external auditors all recent professional and regulatory pronouncements and how they impact the financial statements.
- Review with management and the independent external auditors at the completion of the annual audit:
  - **The District’s annual financial statements and related disclosures, and** consider whether they are complete, consistent with information known to the Committee, and reflect appropriate generally accepted accounting principles.
  - **The independent external auditor’s audit of the financial statements and** their report.
  - **Any significant changes required in the independent auditor’s audit plan.**
  - Any difficulties or disputes with management encountered during the audit.
  - Other matters related to conduct, which should be communicated to the Committee under generally accepted auditing standards.

Internal Controls and Risk Assessment

- Review and evaluate the **effectiveness of the District's process for assessing** significant risks or exposures and the steps management has taken to monitor and control such risks.
- Consider and review with management the independent external audit function:
  - The effectiveness **of, or weakness in, the District's internal controls**, including the status and adequacy of information systems security and control.
  - Any related significant findings and recommendations of the **independent external auditors together with management's** responses including the timetable for implementation of recommendations to correct weaknesses in the internal controls.

### External Audit

- Review the scope and approach of the annual audit with independent external auditors as detailed in the engagement letter.
- Consider and review with the independent external auditor:
  - **Significant findings and management's responses including timetable** for implementation to correct weaknesses.
  - Any difficulties encountered in the course of the audit such as restrictions on audit scope or access to information.
  - Any changes required in the planned scope of the audit plan.

### Budget and Operations Review

- Monitor the budget process and recommend any improvements thereto.
- Review operations for the best practices after consideration of input from employees, management, and other concerned persons.

### Compliance with Laws and Regulations

- Ascertain whether the District has an effective process for determining risks and exposure from asserted and unasserted litigation and claims from noncompliance with laws and regulations.
- Review with general counsel and external auditor any legal or regulatory matters **that may have a material impact on the District's operations and the financial** statements.
- Review the findings of any examinations by regulatory agencies, and auditor observations.

### Reporting

- Regularly report to the Board of Commissioners about Committee activities, issues and related recommendations.

- Provide an open avenue of communication between the Board of Commissioners, management and the independent external auditors.

#### Other

- Perform other activities related to this charter as requested by the Board of Commissioners.
- Institute and oversee special investigations as needed.
- Review and assess the adequacy of the Committee Charter on an annual basis.

# *Item 9b*

# Commissioner Travel Plans for 2024

January	Fly-In	1/9-1/12	Palmetto, FL
January	Tallahassee Days	1/22-1/23	Tallahassee, FL
February	DODD Short Courses	1/29-2/2	Gainesville, FL
March	AMCA	3/4-3/8	Dallas, TX
April	Lee County Fly In	4/16-4/18	Lehigh Acres, FL
May	Washington Days	5/20-5/22	Washington DC
November	FMCA	11/18-11/21	?????????

January 1, 2024	New Year's Day Observed
January 15, 2024	MLK Jr. Day
February 19, 2024	President's Day
March 29, 2024	Good Friday
May 27, 2024	Memorial Day
June 19, 2024	Juneteenth
July 4, 2024	Independence Day
September 2, 2024	Labor Day
October 14, 2024	Columbus Day/Indegionus People
November 11, 2024	Veteran's Day Observed
November 28, 2024	Thanksgiving
November 29, 2024	Thanksgiving Friday
December 24, 2024	Christmas Eve
December 25, 2023	Christmas
December 31, 2024	New Year's Eve (half day)

# *Item 10a*

## Financial Reports

Budget Analysis

District Finances

Cash Disbursements



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

**STATE FUND**

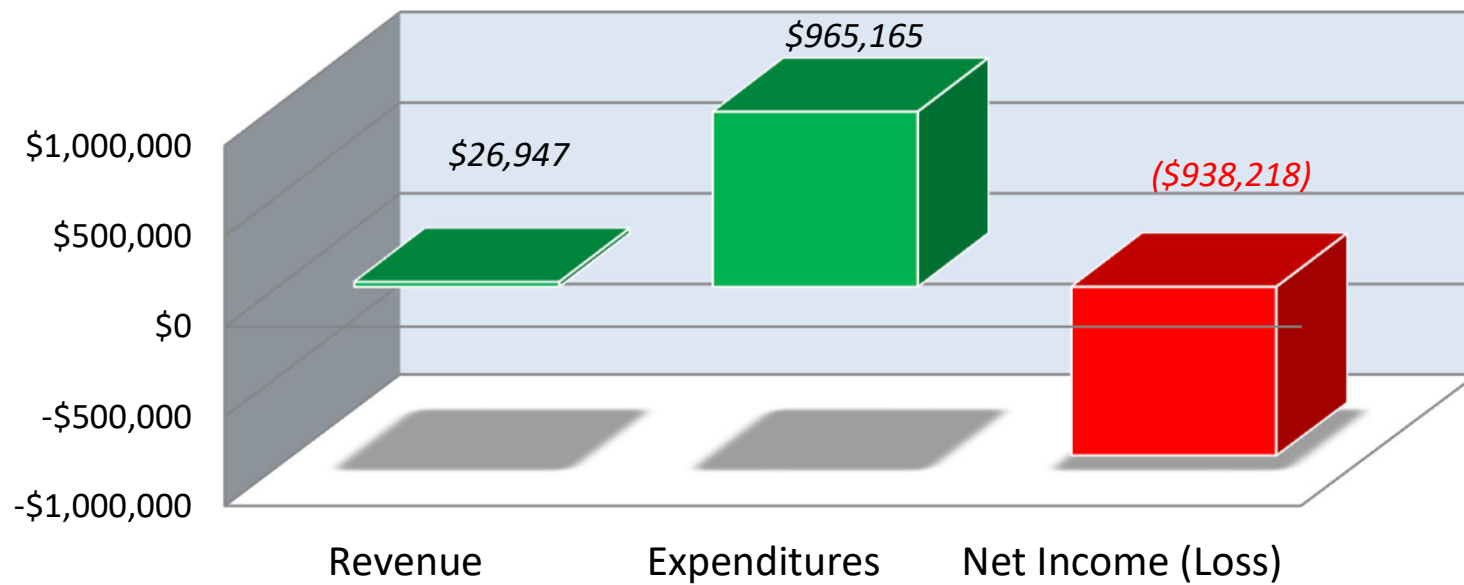
ACCT. NO	ITEM	Annual Budget	Current October Actual	Prior Year Month	Current YTD - Actual	Prior Year YTD Actual	Current Annual: Unexpended	Year on Year Variance
10	Personal Services 11 - 15						0.00	0.00
20	Personal Service Benefits 21 - 25						0.00	0.00
30	Operating Expense 31 - 34						0.00	0.00
40	Travel and Per Diem 40.1 - 40.3	11,010.00					11,010.00	0.00
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					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					5,415.00	0.00
60	Capital Outlay 61 - 64	140,000.00					140,000.00	0.00
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>	1,304,993.00	0.00	0.00	0.00	0.00	1,304,993.00	0.00

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

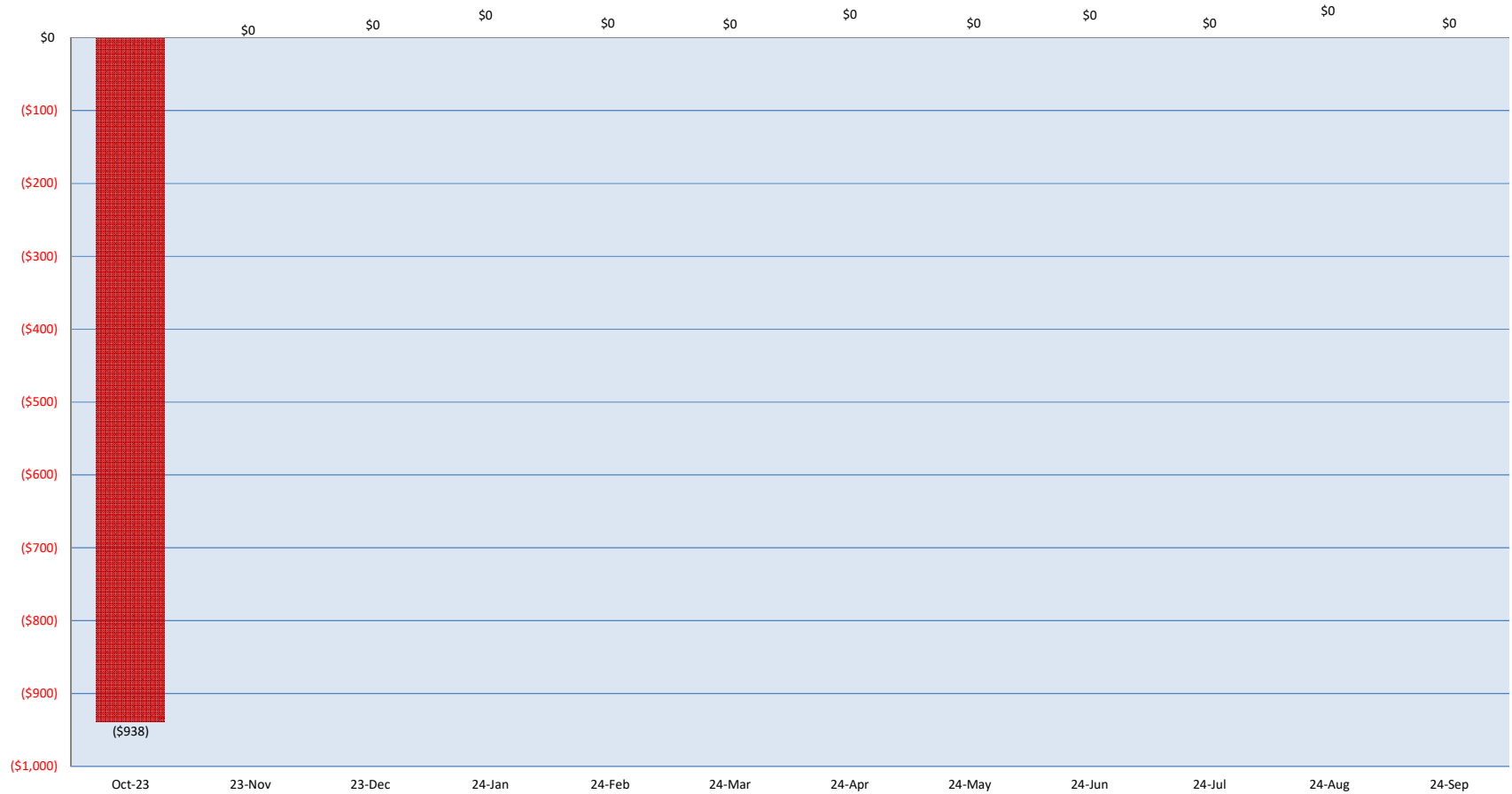
**LOCAL FUND**

ACCT. NO	ITEM	Annual Budget	Current October 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	485,666.63	441,835.28	485,666.63	441,835.28	5,217,202.37	43,831.35
20	Personal Service Benefits 21 - 25	4,064,496.00	288,266.06	254,754.33	288,266.06	254,754.33	3,776,229.94	33,511.73
30	Operating Expense 31 - 34	1,582,279.00	37,181.15	37,478.10	37,181.15	37,478.10	1,545,097.85	(296.95)
40	Travel and Per Diem 40.1 - 40.3	118,125.00	3,001.22	4,406.71	3,001.22	4,406.71	115,123.78	(1,405.49)
41	Communication Services	100,100.00	4,876.62	7,502.66	4,876.62	7,502.66	95,223.38	(2,626.04)
42	Freight Services	15,550.00	244.07	329.74	244.07	329.74	15,305.93	(85.67)
43	Utility Services	142,800.00	7,581.02	8,315.88	7,581.02	8,315.88	135,218.98	(734.86)
44	Rentals and Leases	969,952.00	16,425.25	10,533.41	16,425.25	10,533.41	953,526.75	5,891.84
45	Insurance	1,102,280.00			0.00	0.00	1,102,280.00	0.00
46	Repair and Maintenance Service 46.1 - 46.6	1,007,345.00	48,034.42	35,425.89	48,034.42	35,425.89	959,310.58	12,608.53
47	Printing/Binding	11,910.00		1,890.00	0.00	1,890.00	11,910.00	(1,890.00)
48	Promotional Activities	24,200.00	2,022.00	2,026.00	2,022.00	2,026.00	22,178.00	(4.00)
49	Other Current Charges and Obligations	13,125.00	398.50	1,552.36	398.50	1,552.36	12,726.50	(1,153.86)
51	Office Supplies/Materials	39,526.00	1,150.00	135.00	1,150.00	135.00	38,376.00	1,015.00
52.1	Gas/Oil/Lube	327,575.00	14,739.28	13,872.75	14,739.28	13,872.75	312,835.72	866.53
52.2	Chemical/Solvents/Additives	1,426,472.72	42,336.00	144,506.40	42,336.00	144,506.40	1,384,136.72	(102,170.40)
52.3	Clothing and Wearing Apparel	49,925.00	2,415.37	314.48	2,415.37	314.48	47,509.63	2,100.89
52.4	Miscellaneous Supplies and Incidental	182,293.00	3,394.10	2,334.12	3,394.10	2,334.12	178,898.90	1,059.98
52.5	Tools and Small Implements	29,603.00	5,326.47	563.98	5,326.47	563.98	24,276.53	4,762.49
54	Books, Publications, Subscriptions, Memberships	66,586.00	606.95	1,227.00	606.95	1,227.00	65,979.05	(620.05)
55	Training	163,349.00		234.00	0.00	234.00	163,349.00	(234.00)
60	Capital Outlay 61 - 65	2,008,143.00	1,500.00	667,102.00	1,500.00	667,102.00	2,006,643.00	(665,602.00)
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	
0.003	Reserves - Cash Bal to Carry Forward	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>965,165.11</b>	<b>1,636,340.09</b>	<b>965,165.11</b>	<b>1,636,340.09</b>	<b>22,481,152.61</b>	<b>(671,174.98)</b>

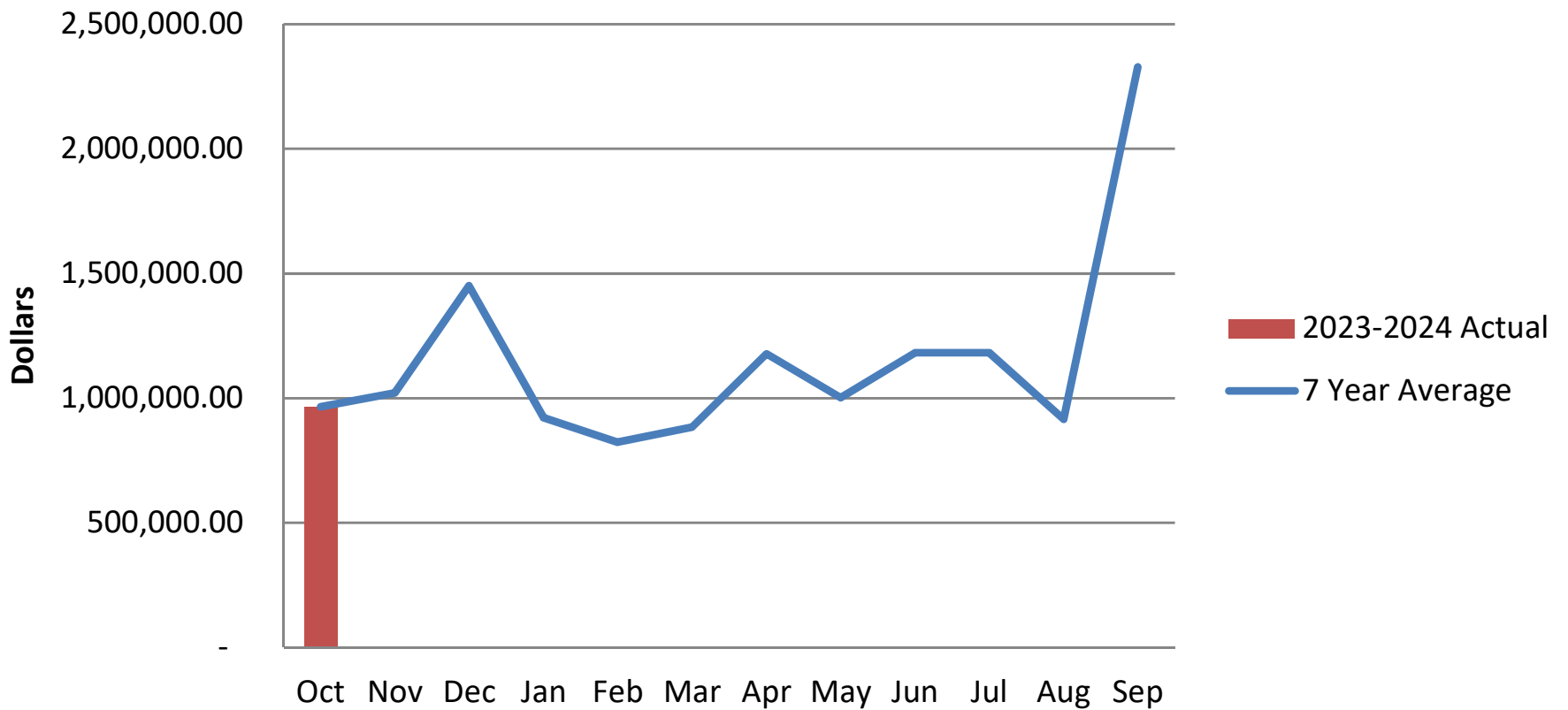
### FKMCD Local FY 2023-2024 YTD Cash Basis Net Income (Loss) through October 2023



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



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



**LOCAL ACCOUNT FUNDS**

**CHECKING - OPERATING**

<b>Checking Account balance on October 31, 2023:</b>	\$	292,454.87		
<b>Plus November 2023 deposits to date:</b>		0.00		
<b>Total Operating Checking Account funds available:</b>		292,454.87	\$	292,454.87
<b>Less funds transferred from Operating to Payroll:</b>				
<b>Less funds transferred from Operating to Health:</b>				
<b>Less funds transferred from Operating to State:</b>		0.00		
<b>Less November 2023 expenditures to date:</b>		(893.76)		
<b>Total Operating Checking Account funds expended/transferred to date:</b>		(893.76)		
<b>Balance in Local Checking Account at present:</b>			\$	<b>291,561.11</b>

**CHECKING - FL CLASS**

<b>Checking Account balance on October 31, 2023:</b>	\$	4,239,792.34		
<b>Less funds transferred to Operating Checking from FL Class Cash:</b>		-		
<b>Total FL Class Cash Account funds available:</b>		4,239,792.34	\$	4,239,792.34
<b>Total Net FL Class Cash expenditures to date:</b>		0.00		
<b>Balance in FL Class Cash Account at present:</b>			\$	<b>4,239,792.34</b>

**CHECKING - PAYROLL**

<b>Checking Account balance on October 31, 2023:</b>	\$	0.40		
<b>Plus funds transferred from Operating Checking to Payroll Checking:</b>		0.00		
<b>Total Payroll Checking Account funds available:</b>		0.40	\$	0.40
<b>Total Net Payroll Checking expenditures to date:</b>		0.00		
<b>Balance in Local Payroll Checking Account at present:</b>			\$	<b>0.40</b>

**HEALTH INSURANCE CLAIMS FUND ACCOUNT**

<b>Checking Account balance on October 31, 2023:</b>	\$	12.58		
<b>Plus funds transferred from Operating Checking to Health Checking:</b>		0.00		
<b>Total Health Checking Account funds available:</b>		12.58	\$	12.58
<b>Total Net Health Checking expenditures to date:</b>		0.00		
<b>Balance in Local Health Checking Account at present:</b>			\$	<b>12.58</b>

<b>Plus FSA Account</b>		<b>26,985.37</b>		
<b>Total Local Funds:</b>		<b>4,558,351.80</b>	\$	

**STATE I ACCOUNT FUNDS**

**CHECKING - OPERATING**

<b>October 31, 2023:</b>	\$	92,810.10		
<b>Plus November 2023 deposits to date:</b>		0.00		
<b>Plus funds transferred from Operating Checking to State:</b>		0.00		
<b>Total Checking Account funds available:</b>		92,810.10	\$	92,810.10
<b>Less funds transferred to Operating Checking:</b>				
<b>Less November 2023 expenditures to date:</b>		0.00		
<b>Total State I Checking Account funds expended/transferred to date:</b>		0.00	\$	0.00
<b>Balance in State I Checking Account at present:</b>			\$	<b>92,810.10</b>

**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 October 1, 2023 to October 31, 2023:**

<b>Check No.</b>	<b>Payment Date</b>	<b>Remit To</b>	<b>Payment Amt.</b>
ACH	10/3/2023	Centennial Bank (Payroll)	2,010.20
ACH	10/3/2023	EFTPS	333.10
ACH	10/3/2023	Florida Division of Retirement	108,196.31
ACH	10/13/2023	Centennial Bank (Payroll)	187,038.50
ACH	10/13/2023	EFTPS	75,944.96
ACH	10/13/2023	Florida State Disbursement Unit	1,118.92
ACH	10/13/2023	Empower Retirement (Payroll Deduction)	10,486.00
ACH	10/17/2023	Centennial Bank (Payroll)	925.11
ACH	10/17/2023	EFTPS	153.28
ACH	10/20/2023	CIGNA Healthcare	72,945.69
ACH	10/23/2023	Centennial Bank	257.23
ACH	10/23/2023	Centennial Bank	698.00
ACH	10/27/2023	Centennial Bank (Payroll)	146,428.15
ACH	10/27/2023	EFTPS	51,551.77
ACH	10/27/2023	Florida State Disbursement Unit	1,281.45
ACH	10/27/2023	Empower Retirement (Payroll Deduction)	5,910.00
ACH	10/31/2023	Centennial Bank	4,959.23
ACH	10/31/2023	EFTPS	1,543.08
119385	10/4/2023	Amazon Capital Services	1,743.08
119386	10/4/2023	Aviation Survival	208.00
119387	10/4/2023	Keys Energy Services	1,054.07
119388	10/4/2023	Daniel Collins	8,400.00
119389	10/4/2023	Florida Keys Aqueduct Authority	359.06
119390	10/4/2023	Jeppesen	501.00
119391	10/4/2023	Keys Consortium/Keys Mobile Medical Services	155.00
119392	10/4/2023	Level 4 Telcom	479.60
119393	10/4/2023	Humberto Palacio (Per Diem/Travel Reimbursement 9/20/2023)	15.00
119394	10/4/2023	Protection Plus	453.00
119395	10/4/2023	TK Elevator Corporation	14,906.28
119396	10/4/2023	UniFirst Corporation	1,430.57
119397	10/4/2023	Xerox Corporation	952.03
119398	10/4/2023	Jill Cranney-Black (Per Diem/Travel Reimbursement Mtg 10/10/2023)	84.19
119399	10/4/2023	Phillip L. Goodman (Per Diem/Travel Reimbursement Mtg 10/10/2023)	58.65
119400	10/4/2023	Thomas R. McDonald (Per Diem/Travel Reimb Mtg 10/10/2023) (Rejected-FRAUD)	0.00
119401	10/4/2023	Brandon Pinder (Per Diem/Travel Reimbursement Mtg 10/10/2023)	86.29
119402	10/4/2023	Stanley Zuba (Per Diem/Travel Reimbursement Mtg 10/10/2023)	69.52
119403	10/13/2023	United Way of the Florida Keys (Payroll Deductions)	18.00
119404	10/13/2023	Adapco, Inc.	80,752.00
119405	10/13/2023	Aflac (Dental Insurance Premiums)	5,822.47
119406	10/13/2023	Airgas Dry Ice	1,026.71
119407	10/13/2023	Amazon Capital Services	1,198.00
119408	10/13/2023	Roberto Alvarenga (Per Diem/Travel Reimbursement 9/21/2023)	15.00
119409	10/13/2023	BASIC Benefits (COBRA Admin Fee)	66.74
119410	10/13/2023	Boeing Distribution, Inc. (Rejected-FRAUD)	0.00

**LOCAL ACCOUNT CONTINUED**

119411	10/13/2023	Michael Burton, D.O.	100.00
119412	10/13/2023	Curry & Sons Printing (Replacement for 119182) (Rejected-FRAUD)	0.00
119413	10/13/2023	Jody L. Davis (Per Diem/Travel Reimbursement 10/13/2023)	75.00
119414	10/13/2023	Enterprise FM Trust	15,163.57
119415	10/13/2023	Florida Keys Lift Truck (Rejected-FRAUD)	0.00
119416	10/13/2023	Florida Keys Media, LLC (Rejected-FRAUD)	0.00
119417	10/13/2023	Gary The Carpenter Construction Inc. (Modular Repairs) (Rejected-FRAUD)	0.00
119418	10/13/2023	CDW Government, Inc.	3,926.85
119419	10/13/2023	CompassCom	3,946.80
119420	10/13/2023	John Paul Davis (Per Diem/Travel Reimbursement 10/2-6/2023)	45.00
119421	10/13/2023	Florida Department of Economic Oppo	175.00
119422	10/13/2023	Frontier Precision, Inc (Rejected-FRAUD)	0.00
119423	10/13/2023	HR Florida State Council, Inc.	1,049.00
119424	10/13/2023	Keys Media Company, Inc	1,024.00
119425	10/13/2023	Keys Sanitary Service (RCR0208)	200.72
119426	10/13/2023	LEAF (Rejected-FRAUD)	0.00
119427	10/13/2023	Marathon Garbage Service, Inc. (Rejected-FRAUD)	0.00
119428	10/13/2023	Alana Loftus (Per Diem/Travel Reimbursement 10/2-12/2023)	90.00
119429	10/13/2023	One Step GPS LLC	9,900.00
119430	10/13/2023	Pure Health Solutions Inc. (Rejected-FRAUD)	0.00
119431	10/13/2023	Specialty Hardware Supply, Inc.	34.30
119432	10/13/2023	Sunshine Gasoline Distributors, Inc.	1,465.97
119433	10/13/2023	Verizon Wireless	1.34
119434	10/13/2023	Vernis & Bowling of the Florida (Rejected-FRAUD)	0.00
119435	10/13/2023	Waste Management of Florida Keys	415.25
119436	10/23/2023	Carrie Atwood Cerminara (Per Diem/Travel Reimbursement 10/17/2023)	30.00
119437	10/23/2023	Adapco, Inc.	42,336.00
119438	10/23/2023	Aircraft Spruce & Specialty Co.	1,698.04
119439	10/23/2023	Amazon Capital Services	118.87
119440	10/23/2023	Roberto Alvarenga (Per Diem/Travel Reimbursement 10/13/2023)	15.00
119441	10/23/2023	Jason Bynum (Per Diem/Travel Reimbursement 10/2-10/2023)	75.00
119442	10/23/2023	Cornelius Comer (Per Diem/Travel Reimbursement 10/2-11/2023)	90.00
119443	10/23/2023	Steven Degnan (Per Diem/Travel Reimbursement 10/3-6/2023)	45.00
119444	10/23/2023	Byron Elliott (Per Diem/Travel Reimbursement 10/2-6/2023)	45.00
119445	10/23/2023	Florida Keys Aqueduct Authority	895.16
119446	10/23/2023	Florida Keys Electric Coop Assn Inc	3,923.65
119447	10/23/2023	Forestry Suppliers, Inc.	440.09
119448	10/23/2023	Gary The Carpenter Construction Inc.	19,706.61
119449	10/23/2023	Bruce L. Holden (Per Diem/Travel Reimbursement 10/10/2023)	15.00
119450	10/23/2023	Elizabeth R. Frampton (Per Diem/Travel Reimbursement 10/2-5/2023)	45.00
119451	10/23/2023	Lawrence J. Hribar, PhD	113.90
119452	10/23/2023	Brandon Johnson (Per Diem/Travel Reimbursement 10/2-12/2023)	120.00
119453	10/23/2023	Leading Edge Aerial Technologies, LLC	2,194.67
119454	10/23/2023	Ron Matie (Per Diem/Travel Reimbursement 10/5/2023)	15.00
119455	10/23/2023	Catherine Pruszynski (Per Diem/Travel Reimbursement 10/16-17/2023)	265.89
119456	10/23/2023	PPLSI	290.99
119457	10/23/2023	Sun Communications	145.68
119458	10/23/2023	Sunshine Gasoline Distributors, Inc.	3,225.33
119459	10/23/2023	Florida Keys Lift Truck (Replacement Check)	1,712.00
119460	10/23/2023	Curry & Sons Printing (Replacement Check)	76.00
119461	10/23/2023	Boeing Distribution, Inc. (Replacement Check)	302.95
119462	10/23/2023	Frontier Precision, Inc (Replacement Check)	3,750.00
119463	10/23/2023	Vernis & Bowling of the Florida (Replacement Check)	2,150.00
119464	10/23/2023	Pure Health Solutions Inc. (Replacement Check)	239.70
119465	10/23/2023	Thomas R. McDonald (Replacement Check)	74.50



**LOCAL ACCOUNT CONTINUED**

119466	10/23/2023	LEAF (Replacement Check)	69.95
119467	10/23/2023	Florida Keys Media, LLC (Replacement Check)	808.00
119468	10/23/2023	Marathon Garbage Service, Inc. (Replacement Check)	768.11
119469	10/26/2023	United Way of the Florida Keys (Payroll Deductions)	18.00
119470	10/26/2023	Airbus Helicopters, Inc	11,102.80
119471	10/26/2023	Amazon Capital Services	7,526.01
119472	10/26/2023	Campbell Oil Co Inc.	6,779.14
119473	10/26/2023	Wex Bank	173.33
119474	10/26/2023	APG Media	223.50
119475	10/26/2023	Christopher Franco (Per Diem/Travel Reimbursement 10/3-12/2023)	30.00
119476	10/26/2023	Forestry Suppliers, Inc.	222.37
119477	10/26/2023	Ground Control Systems, Inc.	4,250.00
119478	10/26/2023	HemoStat Laboratories	37.25
119479	10/26/2023	Chris Law (Per Diem/Travel Reimbursement 10/3-5/2023)	30.00
119480	10/26/2023	Low Cut Lawn Care LLC	1,600.00
119481	10/26/2023	Robert Lee (Per Diem/Travel Reimbursement 10/16-18/2023)	60.00
119482	10/26/2023	Michaëlle Vanessa Moireira (Per Diem/Travel Reimbursement 10/2-12/2023)	120.00
119483	10/26/2023	The N2 Company	200.00
119484	10/26/2023	James Ozmar (Per Diem/Travel Reimbursement 10/18/2023)	15.00
119485	10/26/2023	Danilo Diaz Perez (Per Diem/Travel Reimbursement 9/30-10/19/2023)	55.00
119486	10/26/2023	Kelly Pointer (Per Diem/Travel Reimbursement 10/2-12/2023)	105.00
119487	10/26/2023	Ryan Rodriguez (Per Diem/Travel Reimbursement 10/2-12/2023)	105.00
119488	10/26/2023	Steven Rutherford (Per Diem/Travel Reimbursement 9/29-10/19/2023)	55.00
119489	10/26/2023	Wex Bank	1,203.40
119490	10/26/2023	Sunshine Gasoline Distributors, Inc.	1,589.16
		Reversal of Ck 119182 Curry & Sons Printing (Lost in the Mail)	-64.00
		Transfer - Healthcare	114,213.57
		Transfer - FL CLASS	-500,000.00
		<b>Total Local Account Cash Disbursements</b>	<b>564,698.66</b>

Respectfully Submitted,



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

# *Item 10b*

## Schedule 2024

### Meeting Dates

# 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

# *Item 10c*

Resolution 2023-28:  
Department of  
Financial Services  
Authorized Signatures

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
RESOLUTION NO. 2023-28**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
OF MONROE COUNTY, FLORIDA, ADOPTING THE DEPARTMENT OF  
FINANCIAL SERVICES AUTHORIZED SIGNATURE CERTIFICATION; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Commissioners of the Florida Keys Mosquito Control District, Monroe County, Florida (“District”) is required to comply with Chapter 280, Florida Statutes, Security for Public Deposits Act”; and

**WHEREAS**, the District’s monies are “Public Deposits” as defined in Section 280.02 (23), Florida Statutes: and

**WHEREAS**, the Florida Keys Mosquito Control District, Monroe County, Florida meets the requirement set forth in Section 280.02 (24) Florida Statutes meeting the definition of “Public Depositor” and

**WHEREAS**, Section 280.03 (1) (a) Florida Statutes states “All public deposits shall be secured as provided in this chapter when public depositors comply with the requirements of this chapter”: and

**WHEREAS**, pursuant to Chapter 280 Florida Statutes, the Chief Financial Officer of the State of Florida is designated with oversight of the “Florida Security for Public Deposits Act”: and

**WHEREAS**, Section 280.17 (5) Florida Statutes states: “Each public depositor shall confirm annually that public deposit information as of the close of business on September 30 has been provided by each qualified public depository and is in agreement with public depositor records”: and

**WHEREAS**, the Chief Financial Officer of the State of Florida Department of Financial Services Division of Treasury and Bureau of Collateral Management requires an authorized signature certification from Public Depositors for all transactions:

**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 Signature Certificate.** The District hereby authorizes and certifies the following individuals to execute by signature necessary documents to comply with the Chief Financial Officer of the State of Florida, Department of Financial Services Division of Treasury, and Bureau of Collateral Management requirements under Chapter 280, Florida Statutes:

- a.) Andrea Leal, Executive Director
- b.) Bruce Holden, Finance Director

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of November, 2023.

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 Tom McDonald	Yes_____	No_____

**ATTEST:**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# *Item 10d*

Resolution 2023-29:  
Declaring Surplus  
Equipment

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
RESOLUTION NO. 2023-29**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA, DECLARING CERTAIN EQUIPMENT OWNED BY THE DISTRICT TO BE EITHER SURPLUS; AUTHORIZING SURPLUS EQUIPMENT TO BE SOLD AT A PUBLIC NOTICED SALE OR DETERMINED TO BE OBSOLETE AND DISPOSED; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Commissioners of the Florida Keys Mosquito Control District (hereinafter the “District”) has received from the Finance Director/Comptroller, a detailed list of items attached hereto as “**Exhibit A**” (hereinafter the “Equipment”) which are no longer used by the District; and

**WHEREAS**, the Finance Director/Comptroller has determined that no other county or district engaged in arthropod control has a need for the equipment and requests that the District Board of Commissioners find such Equipment to be surplus to the needs of the District in accordance with Florida Statutes § 388.323; and

**WHEREAS**, the District Board of Commissioners finds and declares that the Equipment is surplus to the needs of the District and should be sold to the highest responsible bidder or bidders at a publicly noticed sale in accordance with F.S. §274.05; and

**WHEREAS**, the District Board of Commissioners of the District also finds that if any portion of Equipment is determined to be obsolete, or the continued use thereof is uneconomical or inefficient, or which serves no useful function, then the District is authorized to dispose of such items in accordance with F.S. §274.06; and



**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. Surplus Declaration.** The Equipment described on “**Exhibit A**” is hereby declared surplus to the District’s needs.

**Section 3. Authorization for Sale or Disposal.** Following proper notice of a public sale, the District is hereby authorized to either sell the Equipment described on “**Exhibit A**” to the highest bidder or bidders, or to dispose of any item determined to be obsolete, or the continued use of which is uneconomical or inefficient, or which serves no useful function.

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

**PASSED AND ADOPTED** this 7<sup>th</sup> day of November, 2023.

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 Tom McDonald	Yes_____	No_____

**ATTEST:**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



# FLORIDA KEYS

## MOSQUITO CONTROL DISTRICT

**Board of Commissioners**

Phil Goodman, Chairman  
 Stanley Zuba, Vice Chairman  
 Thomas McDonald, 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)

MEMORANDUM

Date: November 7, 2023

To: Board of Commissioners, Florida Keys Mosquito Control District

From: Bruce Holden, Finance Director/Comptroller *B. Holden*

Subject: Surplus Property

In accordance with Chapter 388.323 Florida Statutes, it is requested that the Board of Commissioners of the Florida Keys Mosquito Control District accept the following list of property and authorize that said property be declared surplus and be disposed of in compliance with Chapter 274.05 and 274.06 Florida Statutes.

PROPERTY #	Item/Description	Condition	Estimated Value *
2060	Forward Two Post Automotive Lift, Model DPO9A, SN 106 EE 5173, Capacity 9K Lbs. In Working Condition.	FAIR	\$ 1,000.00
2289	Britten Norman Islander 2NT Aircraft, Serial 2201, Tail N700FK	AIRWORTHY	\$ 650,000.00
2656	G417 Grizzly Serial # 101995	FAIR	\$ 500.00
2817	2008 ATV HONDA TRX420TM/FM #391 VIN 1HFTE350484104196 Rusty but Runs.	POOR	\$ 200.00
2818	2008 ATV HONDA TRX420TM/FM #392 VIN 1HFTE350884104190	FAIR	\$ 1,000.00
2819	2008 ATV HONDA #393 TRX420TM/FM VIN 1HFTE350984104148	FAIR	\$ 1,000.00
2835	2008 FORD F150 4.2L Truck 396 Rusty but Runs. VIN 1FTRF12258KD60360 ODO 67,257	POOR	\$ 2,500.00
2928	2010 FORD F150 4.6L Truck 417 Rusty but Runs. VIN 1FTMF1CW3AKB68419 ODO 21,548	POOR	\$ 3,000.00
2939	2010 FORD RANGER 2.3L PROPERTY Truck 434 Rusty but Runs. VIN 1FTKR1ADXAPA49656 ODO 119,752	POOR	\$ 2,000.00
2940	2010 FORD RANGER 2.3L Truck 435 Rusty but Runs. VIN 1FTKR1AD1APA49657 ODO 89,080	POOR	\$ 2,000.00
2967	2010 ATV ULV GUARDIAN 55ES SERIAL#0392	GOOD	\$ 200.00
	1999 4X8 TRAILER #231 VIN 1ZJUT1411XM061506	GOOD	\$ 200.00
	2000 4X8 TRAILER #260 VIN 1ZJUT1416YM000671	GOOD	\$ 200.00

*\*Estimated Current Value was determined by FKMCD employees, not hired professionals.*

# *Item 10e*

Resolution 2023-30:  
Vernis & Bowling  
Contract

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
RESOLUTION NO. 2023-30**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, APPROVING A TWO-YEAR EXTENSION TO THE CONTRACT FOR LEGAL SERVICES WITH DIRK M. SMITS, B.C.S. AND VERNIS & BOWLING OF THE FLORIDA KEYS, P.A. DATED NOVEMBER 10, 2020; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 10, 2020, the Florida Keys Mosquito Control District (hereinafter “District”) entered into a Contract for Legal Services (the “Contract”) with Dirk M. Smits, B.C.S. and Vernis & Bowling of the Florida Keys, P.A. (collectively the “Firm”) for legal services; and

**WHEREAS**, on December 17, 2021 the District and Firm extended the term of the Contract for a two-year term through November 17, 2023; and

**WHEREAS**, the Firm has proposed to renew the Contract for an additional two-year term beginning November 17, 2023 and concluding November 17, 2024, with updated terms and conditions (the “Renewal Contract”) which is attached hereto as “Exhibit A” and incorporated herein by reference; and

**WHEREAS**, the District Board of Commissioners wishes to approve the Renewal Contract and authorizes the Chairman to execute the Renewal Contract; and

**WHEREAS**, the District Commission finds that this Resolution 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, FLORIDA, AS FOLLOWS:**

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

**Section 2.**     **Approval.** The Board of Commissioners of the Florida Keys Mosquito Control District hereby approves the Renewal Contract with the Firm.

**Section 3.**     **Authorization.** The Board of Commissioners hereby authorizes the Chairman to execute the Renewal Contract.

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

**PASSED AND ADOPTED** this 7<sup>th</sup> day of November, 2023.

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 Tom McDonald	Yes_____	No_____

**ATTEST:**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# **EXHIBIT A**

## FLORIDA KEYS MOSQUITO CONTROL DISTRICT

### Contract for Legal Services

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, with an *effective date of November 17, 2023* between **DIRK M. SMITS, ESQUIRE**, Individually and **VERNIS & BOWLING OF THE FLORIDA KEYS, P.A.**, a law firm operating under the laws of the State of Florida, whose principal place of business is located at 81990 Overseas Hwy., 3<sup>rd</sup> Floor, Islamorada, FL 33036 (herein called “The Firm”) and the **FLORIDA KEYS MOSQUITO CONTROL DISTRICT** (herein called “FKMCD”).

In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

#### 1. **TERM**

FKMCD will exercise ONE (1) of TWO (2) renewal options remaining in accordance with the terms of the original contract dated November 10, 2020. The term of this Contract shall remain in force for the period of ONE (1) year, beginning **November 17, 2023** to **November 17, 2024** after which, one (1) additional renewal option is available with the mutual consent of both parties. Section three (3) may be renegotiated after ONE (1) year and is subject to budget review.

#### 2. **THE FIRM’S SERVICES**

The Firm agrees to provide the following services:

- A. Furnish to the Florida Keys Mosquito Control District legal services, providing FKMCD Board with legal advice and opinions, representation of FKMCD and District personnel in legal matters concerning the District, making recommendations to FKMCD Board regarding legal issues, and performing all other legal services the District may require.
- B. Maintain accessibility and availability to all District members and the director and executive staff on an “on call” basis.
- C. Attendance at all District meetings, special meetings, budget meetings and any other public meetings as necessary for conducting FKMCD business or as required by law. These meetings will be attended by Dirk M. Smits, or other members of The Firm as may be requested or approved by the District.
- D. The Firm will be responsible for paying the salaries, wages, health insurance and other benefits of its employees and representatives.

### 3. LEGAL & RETAINER SERVICES

The Firm's hourly rate for non-retainer services shall be **\$205.00** per hour for attorneys with five (5) plus years of experience and **\$195.00** for attorneys with less than five (5) years of experience. Paralegals shall be paid at **\$130.00** per hour. These hourly charges are to be made without regard to any overtime charges that must be paid by The Firm to its employees. The Firm will provide billing statements to FKMCD on a monthly basis. No payment shall be due until FKMCD verifies that all services for which payment has been requested have been fully and satisfactorily performed.

FKMCD shall pay The Firm a **monthly retainer of \$2,250.00, plus travel**. Retainer Services include unlimited phone calls with Board Members, attendance at Special meetings, Regular meetings, workshops, OPEB meetings, Emergency meetings, Budget meetings, Audit meetings and any other meetings of the Board. The Retainer amount shall include multiple attorneys at meetings when necessary.

### 4. COMPLIANCE WITH LAWS AND POLICIES

- A. The Firm shall comply with all current FKMCD policies, Florida Bar Rules, and all applicable local, state and federal laws, including laws pertaining to the confidentiality.
- B. The Firm currently handles several matters for the District and it is anticipated that a future need for the law firm's services will be required. Therefore, pursuant to Florida Statute § 112.313(16) entitled *Local Government Attorneys*, this is a specific provision of this Agreement authorizing the use of The Firm to complete legal services for the District as it has been in the past in addition to the services pursuant to this contract.

### 5. TERMINATION

Both parties reserve the right to terminate this contract at any time and for any reason, upon giving sixty (60) days' notice to the other party during which time services will be maintained.

### 6. ASSIGNMENT

Neither The Firm nor FKMCD may assign or transfer any interest in this Agreement without the prior written consent of both parties.

### 7. AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by FKMCD Board.



## **8. INDEMNIFICATION, GOVERNING LAW AND VENUE**

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

This Agreement 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 being 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 Agreement.

## **9. REPRESENTATIONS AND WARRANTIES**

The Firm represents and warrants to FKMCD, upon execution and throughout the term of this Agreement that;

- 1) The Firm is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under the Agreement;
- 2) None of The Firm's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- 3) The Firm and The Firm's agents, employees and officers have, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for The Firm to perform the functions, assigned to him or her in connection with the provisions of the Agreement.

## **10. CONFIDENTIALITY**

The Firm recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, The Firm, its agents, employees and officers may have access to certain confidential information. The Firm agrees that neither it nor any of The Firm's agents, employees or officers will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by FKMCD in writing, any confidential information, personal health information or other confidential information, and The Firm, its agents, employees and officers shall comply with all Federal and State laws and regulation and all FKMCD policies regarding the confidentiality of such information.

## **11. INSURANCE**

The Firm agrees to secure and maintain at all times during the term of this Agreement, at The Firm's expense, professional liability insurance covering The Firm for all acts or omissions

which may give rise to liability for services under this Agreement. All of The Firm's staff are to be insured in minimum amounts acceptable to FKMCD and with a reputable and financially viable insurance carrier. Such insurance shall not be cancelled except upon thirty (30) days written notice to FKMCD. The Firm shall provide FKMCD with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. The Firm agrees to notify FKMCD immediately of any material change in any insurance policy required to be maintained by The Firm.

12. This agreement supersedes all prior agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract on this \_\_\_\_ day of \_\_\_\_\_, 2023.

FLORIDA KEYS MOSQUITO CONTROL DISTRICT

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dirk M. Smits, B.C.S.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

# *Item 10f*

Resolution 2023-31:  
Memorandum of  
Understanding –  
Islamorada Village of  
Islands

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
RESOLUTION NO. 2023-31**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, APPROVING AN INTERLOCAL AGREEMENT WITH ISLAMORADA VILLAGE OF ISLANDS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, as set forth in Chapter 163, Florida Statutes, was promulgated to permit local government entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, F.S. Section 163.01 provides for the execution of an Interlocal Agreement as a means for enabling local government entities to cooperate and make the most efficient use of their powers; and

**WHEREAS**, the Florida Keys Mosquito Control District (the “District”) and Islamorada, Village of Islands (the “Village”) mutually desire to cooperate with each other by facilitating the use of Founders Park within the Village to complete aerial operation missions; and

**WHEREAS**, the use of the Village’s property at Founders Park will allow District to enhance its mosquito control operations within the Village and surrounding areas; and

**WHEREAS**, the District and the Village have determined that by entering into this Interlocal Agreement, the parties hereto can delineate how to efficiently engage in a cooperative effort for the purpose of enhancing mosquito control operations and providing for the health, safety, and welfare of the residents within the Village, the District and Monroe County; and

**WHEREAS**, the District Board of Commissioners desires to approve the Interlocal Agreement between the District and the Village attached, as “Exhibit A” hereto.

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

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

**Section 2.**     **Approval of Interlocal Agreement.** The Board of Commissioners of the Florida Keys Mosquito Control District hereby approves the Interlocal Agreement between the

District and the Village, attached as Exhibit “A” hereto, along with any non-material revisions approved by the District.

**Section 3. Authorization.** The Board of Commissioners hereby authorizes the Chairman to execute the Interlocal Agreement and the Executive Director to take any necessary action to effectuate the Agreement and the intent of this Resolution.

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

**PASSED AND ADOPTED** this 7<sup>th</sup> day of November, 2023.

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 Tom McDonald	Yes_____	No_____

**ATTEST:**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# **EXHIBIT A**

**INTERLOCAL AGREEMENT  
BETWEEN  
FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
AND  
ISLAMORADA, VILLAGE OF ISLANDS**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 between the Florida Keys Mosquito Control District (“FKMCD” or the “District”) and Islamorada, Village of Islands (the “Village”).

**WITNESSETH:**

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, as set forth in Chapter 163, Florida Statutes, was promulgated to permit local government entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, F.S. Section 163.01 provides for the execution of an Interlocal Agreement as a means for enabling local government entities to cooperate and make the most efficient use of their powers; and

**WHEREAS**, each party to the Agreement is a Public Agency, as defined under F.S. Section 163.01; and

**WHEREAS**, the District and the Village mutually desire to cooperate with each other by facilitating the use of Founders Park, the property as referenced and set forth in Exhibit “A” attached hereto, within the Village to complete aerial operation missions; and

**WHEREAS**, the use of the Village’s property at Founders Park will allow District to enhance its mosquito control operations within the Village and surrounding areas; and

**WHEREAS**, the District and the Village have determined that by entering into this Interlocal Agreement, the parties hereto can delineate how to efficiently engage in a cooperative effort for the purpose of enhancing mosquito control operations and providing for the health, safety, and welfare of the residents within the Village, the District and Monroe County.

**NOW, THEREFORE**, in consideration of the premises and undertaking contained herein the parties hereto agree as follows:

**1. PURPOSE AND SCOPE OF AGREEMENT**

- A. The purpose of this Agreement, pursuant to Florida Statutes § 163.01, the Florida Interlocal Cooperation Act, is to set forth the terms and conditions for the use of the Village property located on Plantation Key within Founders Park, 86800 Overseas Hwy, Islamorada, Florida 33036 (the “Property”) as referenced and set forth in Exhibit “A” attached hereto.

- B. The Village owns sufficient property within Founders Park, which, due to the location, size, and geographical characteristics, is deemed desirable for certain limited activities by the District in completing aerial operation missions.
- C. Use. Subject to this Agreement, the Property within Founders Park may be used on a limited basis by the District as an area for takeoffs, landings and loading of necessary equipment for its aircraft to complete its aerial operation missions. The usage area is specifically identified as the “Great Lawn” within Founders Park as referenced in the attached Exhibit ”A” hereto. No other purposes or use shall be permitted without written authorization and agreement by the Village.

**2. NOTIFICATION OF INTENT TO USE VILLAGE PROPERTY**

- A. The District shall provide notification to, and receive approval from the Village, as a condition precedent to any use of the Village property under or pursuant to this Agreement. Such approval by the Village will not be unreasonably withheld.
- B. When using the subject Property, the District agrees to comply with all applicable state, federal or local laws and regulations, and with the policies and regulations of the Village pertaining to the use of the Property. The District’s use of the Property shall not unreasonably interfere with any and all uses of the Property by the Village.

**3. TERM OF AGREEMENT**

The term of this Agreement will become effective upon the date of full execution by the parties (the “Effective Date”) and will remain in effect until terminated by mutual agreement of the parties, or by either party upon ninety (90) days advance written notice to the other party, at which time the District’s right to use the Property under this Agreement will expire.

**4. FEE.**

As consideration for the use of the Property, the District agrees to pay the Village a usage fee of \$1.00 whether or not the District actually uses the Property under this Agreement.

**5. LIABILITY, INSURANCE, AND INDEMNIFICATION.**

- A. To the extent allowed by law and subject to the limitations contained in Section 768.28, Florida Statutes, each party assumes responsibility for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within an authorized capacity, arising from the use of the Property under this Agreement.
- B. The parties agree that, by execution of this Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity, or to have increased its limits of liability under § 768.28, Florida Statutes, as it may be amended from time to time. Each party will retain all rights or defenses under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement.



- C. The District, at its sole cost and expense, shall procure and maintain throughout the terms of this Agreement, Comprehensive General Liability Insurance, including Employer Liability insurance, with minimum coverage limits of \$1,000,000 per occurrence, 1,000,000.00 aggregate, or to the extent and in such amounts as authorized and required by F.S. § 768.28, whichever is greater, as well as Worker's Compensation insurance for the minimum statutory amounts. Certificates of insurance and certified copies of these insurance policies must accompany this signed agreement.

**6. MAINTENANCE, REPAIRS AND UTILITIES**

- A. The District agrees to maintain, and keep the Property in good repair, condition, and appearance during and after any usage thereof. The District agrees, at its own cost, to restore the premises after each and every use, to the condition that the premises were in just before the District utilized the Property pursuant to this Agreement.
- B. The District will not improve or alter the Property in any manner without the prior written consent of the Village, and will, before making any improvements or alterations, submit a written request and plans and designs to the Village for its approval.

**7. POINT OF CONTACT**

The parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact persons named in Section 8 below for resolution or action.

**8. NOTICES**

All notices, requests, consents, and other communications required or permitted under this agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or courier service, or mailed by registered or certified mail, addressed to:

**To FKMCD:**

Attn: Andrea Leal, Executive Director  
Florida Keys Mosquito Control District  
18 Aquamarine Drive  
Key West, FL 33040

**To Village:**

Islamorada, Village of Islands  
Attention: Village Manager  
86800 Overseas Highway  
Islamorada, Florida 33036

or to such other address as the parties may from time to time specify in writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

**9. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement and understanding of the parties with respect to its subject matter. There are no prior or contemporaneous agreements, promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

**10. AMENDMENTS**

This Agreement may only be amended by a written document signed by all parties and filed with the Monroe County Clerk of Court.

**11. FILING**

This Agreement shall be filed with the Monroe County Clerk of Court.

**12. GOVERNING LAW; VENUE**

This Agreement, the rights, and obligations of the parties hereto and any claims or disputes relating thereto shall be exclusively governed by and construed in accordance with the laws of the State of Florida (without regard to any Florida law which would require the application of the law of any other state or jurisdiction). Venue for any dispute under this Agreement shall be exclusively in the state courts of competent jurisdiction sitting in Monroe County, Florida.

**13. ATTORNEYS' FEES**

In any legal action between the parties arising out of this Agreement, any attempts to enforce this Agreement, or any breach of this Agreement, the prevailing party may recover its expenses of such legal action, including but not limited to its costs of litigation (whether tax by the court or not) and its reasonable attorneys' fees (including fees generated on appeals) from the other party.

**14. SEVERABILITY**

If any provision of this Agreement is deemed invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement will not be affected thereby and will remain in full force and effect.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

**FLORIDA KEYS MOSQUITO  
CONTROL DISTRICT**

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

\_\_\_\_\_  
Phil Goodman, Board Chair

**APPROVED AS TO FORM AND  
CORRECTNESS:**

\_\_\_\_\_  
Dirk M. Smits, Attorney for the District

ATTEST:

**ISLAMORADA VILLAGE OF ISLANDS**

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Mayor

**APPROVED AS TO FORM AND  
CORRECTNESS:**

\_\_\_\_\_  
Village Attorney

**EXHIBIT "A"**  
**MAP OF PROPERTY**

**Parcel ID** 00093330-000100  
**Account#** 8932243  
**Property ID** 8932243  
**Millage** 50VI  
**Group**  
**Location** 86800 OVERSEAS Hwy, PLANTATION KEY  
**Address**  
**Legal** 18 63 38 PLANTATION KEY LOT 9 & PT LOT 10 & PT TRACT 1 OLLIEWOOD #2 PB1-101 & PT LOT 1 13  
**Description** 63 37 OR404-1031/32 OR486-41/43 OR807-2267/68E OR832-1558/59E OR1497-2006E OR1562-749/61 PARCEL SPLIT PER SURVEY 6-7-99 OR1553-1061/63M/R



# *Item 10g*

Resolution 2023-32:  
Memorandum of  
Understanding – Island  
Community Church

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
RESOLUTION NO. 2023-32**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, APPROVING A MEMORANDUM OF UNDERSTANDING WITH ISLAND COMMUNITY CHURCH; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Island Community Church (“ICC”) is a private religious institution located on Upper Matecumbe Key, Islamorada, Florida that contains a large open field that has been used for community activities; and

**WHEREAS**, the Florida Keys Mosquito Control District (the “District”) desires to utilize the open field on the ICC property to complete aerial operation missions; and

**WHEREAS**, the District desires to enhance its mosquito control operations by utilizing the ICC property and surrounding grounds for District aircraft, specifically landings and takeoffs for adulticide missions; and

**WHEREAS**, the District and ICC desire to enter into the Memorandum of Understanding (MOU) attached as Exhibit “A” hereto, setting forth the terms, conditions, and respective obligations between the parties; and

**WHEREAS**, the District Board of Commissioners desires to approve the Memorandum of Understanding between the District and ICC, attached as “Exhibit A” hereto.

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

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

**Section 2.**     **Approval of MOU.** The Board of Commissioners of the Florida Keys Mosquito Control District hereby approves the Memorandum of Understanding between the District and ICC, attached as Exhibit “A” hereto, along with any non-material revisions approved by the District.

**Section 3.**     **Authorization.** The Board of Commissioners hereby authorizes the Chairman to execute the MOU and the Executive Director to take any necessary action to effectuate the Agreement and the intent of this Resolution.

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

**PASSED AND ADOPTED** this 7<sup>th</sup> day of November, 2023.

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 Tom McDonald	Yes_____	No_____

**ATTEST:**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# EXHIBIT A



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
&  
ISLAND COMMUNITY CHURCH**

This Memorandum of Understanding (“MOU”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2023 (the “Effective Date”), by and between the Florida Keys Mosquito Control District (“FKMCD”) and ISLAND COMMUNITY CHURCH (“ICC”) collectively the “Parties”.

**WITNESSETH**

**WHEREAS**, ICC is a private religious institution located on Upper Matecumbe Key, the property is referenced and set forth in Exhibit “A” attached hereto, that contains a large open field that has been used for community activities; and

**WHEREAS**, the FKMCD desires to utilize the open field on the ICC Property and the surrounding grounds to complete aerial operation missions; and

**WHEREAS**, the FKMCD desires to enhance its mosquito control operations by utilizing the ICC property and surrounding grounds for aerial operation missions by FKMCD aircraft, including landings and takeoffs; and

**WHEREAS**, the FKMCD and ICC desire to enter into this Memorandum of Understanding to set forth the terms, conditions, and respective obligations between the parties for use of the ICC property.

**NOW THEREFORE**, in consideration of the premises and mutual covenants and agreements herein contained, the Parties agree as follows:

1. **FKMCD USAGE OF ICC PROPERTY.** ICC shall allow the FKMCD to utilize the Island Community Church property and surrounding grounds located on Upper Matecumbe Key at 83400 Overseas Hwy, Islamorada, Florida 33036, as referenced and set forth in Exhibit “A” attached hereto, with said usage commencing on the date of execution of this Memorandum of Understanding. The use shall include the landing and takeoff of FKMCD helicopters from the ICC and for the loading and unloading of equipment for aerial missions.
  - A. The fee for usage of the ICC property by FKMCD will be in the form of a donation of One Hundred and Fifty Dollars (\$150.00) per use/per day during the term of this MOU. The payment for each use shall be made within thirty (30) days after each usage or as otherwise agreed to in writing by the parties.
  - B. The FKMCD shall provide notification to, and obtain approval from ICC, as a condition precedent to any use of the ICC property under or pursuant to this Agreement. Such approval by the ICC will not be unreasonably withheld.

2. AMENDMENTS. This Memorandum contains all of the terms, conditions, and covenants between the parties hereto, and no modifications, waivers or variations of this Memorandum shall be binding unless made in writing and signed by both Parties.
3. TERMINATION: Either Party may terminate this Memorandum by providing thirty (30) days written notice to the other Party in accordance with the Notice provisions below. In the event that one Party elects to terminate this Memorandum, the Parties shall work in good faith to continue to fulfill any remaining collaboration obligations which may remain in effect at the time of termination.
4. LIMITATION OF LIABILITY: The Parties mutually agree that no Party shall be liable for the acts of the other Party. Each Party shall fully indemnify the other, including for all legal costs, against any claim in contract, tort or criminal law made against a Party for their acts or omissions of any kind in relation to this agreement. For the avoidance of doubt, the intention is that no Party to this agreement shall in any way become liable for the actions of another Party in any suit by a third party, regardless of the merit of any such claim.
5. ENTIRE AGREEMENT: This Memorandum of Understanding represents the entire agreement between the Parties and supersedes all prior oral or written statements or agreements. This Memorandum may only be amended by written amendments duly executed by the Parties hereto.
6. NOTICES: Any notice to either party must be in writing and signed by the Party giving it, and served: 1) by hand; 2) postal carrier, postage prepaid, registered, or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained, and addressed as follows:

Attn: Andrea Leal, Executive Director  
Florida Keys Mosquito Control District  
18 Aquamarine Drive  
Key West, FL 33040

Attn: Jeff Cook, Facilities Director  
Island Community Church  
83250 Overseas Hwy,  
Islamorada, Florida 33036

Notice is effective upon receipt.

7. ASSIGNMENT: This MOU may not be assigned by either Party without the express written consent of the other, such consent to be at the sole discretion of the grantor.

8. **GOVERNING LAW:** This Memorandum is governed by the laws of the State of Florida and venue of any actions arising out of this agreement shall be in the state courts in Monroe County, Florida.
9. **SEVERABILITY:** The invalidity of any provision of this Memorandum shall not impair the validity of any other provisions. If any provision of this Memorandum is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed severable, and the Memorandum may be enforced with that provision severed or as modified by the court.
10. **HEADINGS:** Section headings are for ease of reference only and shall in no way affect the interpretation of this Memorandum.
11. **COUNTERPARTS:** To facilitate execution, this Memorandum may be executed in as many counterparts (including email (PDF) and digital formats) as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making this Memorandum to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from each counterpart without impairing the legal effect of the signatures.

The duly authorized representatives of the parties hereby execute this Agreement as of the date noted above.

**FLORIDA KEYS MOSQUITO  
CONTROL DISTRICT**

**ISLAND COMMUNITY CHURCH**

By: \_\_\_\_\_  
Name: Andrea Leal  
Title: Executive Director  
Florida Keys Mosquito Control District

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT "A"**  
**MAP OF PROPERTY**

**Parcel ID** 00094340-000000  
**Account#** 1109509  
**Location** 83400 OVERSEAS Hwy, UPPER MATECUMBE KEY  
**Address**  
**Legal** 21/22/27 63 37 ISLAND OF UPPER MATECUMBE GOVT LOTS 1 & 2 & PT  
**Description** GOVT LOT 1 G10-214 OR256-334 OR434-1019/28 OR650-150/51 OR768-1975E  
OR922-1063/66 OR960-1656/57 OR1153-72CT OR1155-2225CT OR1205-  
1909CT OR1212-966 OR2362-2347CE



# *Item 10h*

Resolution 2023-33:  
Cigna Dental Proposal

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
RESOLUTION NO. 2023-33**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT APPROVING AND AUTHORIZING A CHANGE IN DENTAL INSURANCE COVERAGE PROVIDERS FOR PLAN YEAR 2024.**

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

**WHEREAS;** in 2022, the District issued an Invitation to Negotiate (ITN) for dental insurance coverage;

**WHEREAS,** based on the 2022 ITN, and the recommendation of the 2022 ITN review committee, the District Board of Commissioners (the “Board”) selected AFLAC Dental Insurance as the provider for District employees; and

**WHEREAS,** during 2023, District staff became aware of operational issues that were affecting the processing of claims for District employees; and

**WHEREAS;** due to the continuing operational issues impacting the dental coverage claims, District staff has recommended that the District switch dental coverage providers before the start of the new plan year effective January 1, 2024; and

**WHEREAS;** with the insufficient timeframe for procurement before the start of the new plan year to issue a competitive solicitation and select and approve a new dental coverage provider, District staff is recommending that the Board authorize a waiver of competitive bidding and approve a change in dental coverage provider from AFLAC to CIGNA for the 2024 plan year; and

**WHEREAS;** CIGNA is the District’s medical insurance provider and District staff has determined that there would be an efficient transition in coverage which would be beneficial to the District and its employees.

**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 Buyout Program.** The District Board of Commissioners hereby authorizes and approves a change in dental insurance coverage from AFLAC to CIGNA for the 2024 plan year as recommended by District staff.

**Section 3. Authorizing a Waiver of Competitive Bidding.** The District Board of Commissioners hereby determines that based on the operational circumstances and the condensed timeframe for procurement before the start of the 2024 plan year, competitive bidding would be impractical and hereby authorizes a waiver of competitive bidding for the desired services.

**Section 4. Authority; Authorizations** The District Board of Commissioners hereby authorizes the Executive Director and/or her designee to take all necessary and expedient 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 7<sup>th</sup> of November, 2023.

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 Tom McDonald	Yes_____	No_____

**ATTEST:**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**Turn your  
dental plan into  
a growth plan.**



**Financial Proposal**  
for  
**Florida Keys Mosquito Control District**

**Effective Date: January 01, 2024**

**Date: October 05, 2023**





## Cigna Dental is Your New Growth Plan.

Dental care is not just a cost of doing business. **It's an investment in your future success.** And dental benefits aren't "just dental." When provided by Cigna, your dental program can help ensure financial health, engage individual employees, nurture a healthy work culture, and prepare for the future. Cigna unlocks the full potential of your dental program to deliver more value.

### Help ensure Financial Health

We help **predict and manage financial risk** for your company while **optimizing cash flow and improving profitability**. We also help your employees manage and control their health-related finances.

- myCigna.com gives employees 24/7/365 access to value-based network search tools and information that can help them find a dentist who meets their specific, unique needs. It puts them in the driver's seat and when employees utilize myCigna, they **save an average of \$117.10 PMPY** more than those who don't, and have **6.9% more in-network claims**.<sup>1</sup>
- Cigna Dental Oral Health Integration Program<sup>®</sup> provides proactive, personalized support for customers with one of **14 medical conditions** that can be impacted by oral health risks like gum disease and cavities. Preventive care for these employees can **drive average savings of 12.2%** over five years.<sup>2</sup>
- Our **industry-leading Brighter Score technology** brings customers greater transparency and guides employees to high-value in-network dentists using myCigna.

### Engage Individual Employees

Cigna Dental is an **industry leader** in engaging customers to use their preventive dental care benefits. And when customers get preventive care, the risk of developing periodontal disease, experiencing potential medical complications or needing care in the emergency room or urgent care center is reduced.<sup>1</sup>

- Engaging customers to get important preventive dental care through proactive, automated outreach results in a **67% increase in visits**<sup>3</sup> and **31% lower future dental costs**<sup>1</sup>.
- We connect your employees to the preventive care they need--regardless of the challenges they face. This results in **30%+ more medical cost savings** for employees impacted by a high social index.<sup>4</sup>

### Nurture a Healthy Work Culture

Poor oral health directly impacts employers. Every year, **\$800M in productivity is lost** due to health-related problems, and **320.8M hours** of work/school are lost for dental care.<sup>5</sup> **92.4M of those hours are lost for unplanned or emergency dental care**.<sup>5</sup> The Cigna Dental program can help reduce lost productivity by making it easy and affordable for employees to access dental care, when, how and where employees need it most.

- Making it easy and affordable to access care by bringing network dentists right to the workplace through **Cigna Onsite Dental<sup>SM</sup>**
- Moving the center of care to support better oral health routines with **Cigna @Home Dental can help to reduce plaque by 77%**.<sup>7</sup>
- Reducing the risk of opioid addiction through our proprietary opioid dashboard and safe prescribing program has resulted in a **23% reduction in the number of prescriptions written for children under 18, and a 9% reduction overall**.<sup>8</sup>

### Prepare for the Future

At the heart of our dental solution is the relentless pursuit of innovation. Cigna continuously innovates for the future to address the health challenges of today and tomorrow. From the beginning of each customer's journey with us, we are by their side. Enrollment support, oral health assessments, network search-ability, treatment cost estimators, 24/7/365 access to dentists through Cigna Dental Virtual Care - our proactive and innovative solutions make getting dental care affordable and easy.

- **The Cigna Dental Innovation Studio** delivers forward-thinking, customer-centric solutions to help improve outcomes. It's part of our dedication to staying ahead of challenges and bringing the latest solutions to you and your employees to promote whole person health.
- **Cigna Dental Payment Solutions** is an innovative program designed to **help customers turn out-of-pocket dental expenses into a more affordable payment plan** with no additional fees or interest charges.

1. Internal reporting as of November 2021 for DPPO customers who use myCigna and customers who do not use myCigna.

2. "Preventive Dental Treatment Associated with Lower Medical Utilization and Costs." Cigna national study, December 2020. Individual results may vary.

3. Internal reporting as of November 2021 for DPPO customers who received email for overdue preventive care and out-of-network claims.

4. "Preventive Dental Treatment Associated with Lower Medical Utilization and Costs." Cigna national study, December 2020. Individual results may vary.

5. Kelekar, Uma, and Shilpa Naavaal. "Hours Lost to Planned and Unplanned Dental Visits Among US Adults." Preventing chronic disease vol. 15 E04. 11 Jan. 2018, doi:10.5888/pcd15.170225. Accessed November 2021.

6. Cigna provides access to virtual care through national teledental care providers via myCigna.com as part of your plan. Providers are solely responsible for any treatment provided to their patients. Video chat may not be available in all areas or with all providers and is a requirement for this service. See your plan materials for the details of your specific Dental plan. This service is separate from coverage for virtual dental care obtained by your Dental plan's network and may not be available in all areas. A referral is not required for this service.

7. Kay, E., Shou, L. A randomised controlled trial of a smartphone application for improving oral hygiene. Br Dent J 226, 508–511 (2019).

8. Internal report published in 2019, based on review and analysis of 2015-2018 Cigna pharmacy claims and Cigna dental membership data. Results may vary.

Cigna Healthcare Financial Exhibit for:  
**Florida Keys Mosquito Control District**  
**Dental PPO**



Effective Date: January 01, 2024

This is a summary of benefits for your dental plan.

All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.

Plan Design	Total Cigna DPPO	Out-of-Network
<b>Calendar Year Maximum</b> (Class I, II, III, IX Expenses)	\$2500, Class I Applies	\$2500, Class I Applies
<b>Calendar Year Deductible</b> Per Individual Per Family	\$50 \$150	\$50 \$150
<b>Class I Expenses - Preventive &amp; Diagnostic Care</b> Oral Exams Cleanings Routine X-rays Fluoride Application Sealants Space Maintainers (limited to non-orthodontic treatment) Non-Routine X-rays Emergency care to relieve pain (administrated at In Network coinsurance)	100%, No Deductible	100%, No Deductible
<b>Class II Expenses - Basic Restorative Care</b> Fillings Oral Surgery - Simple Extractions Oral Surgery - All Except Simple Extraction Surgical Extraction of Impacted Teeth Anesthetics Minor Periodontics Major Periodontics Root Canal Therapy / Endodontics Relines, Rebases, and Adjustments Brush Biopsy	80%, After Deductible	80%, After Deductible
<b>Class III Expenses - Major Restorative Care</b> Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Crowns/Inlays/Onlays Stainless Steel/Resin Crowns Dentures Bridges	50%, After Deductible	50%, After Deductible
<b>Class IV Expenses - Orthodontia</b> Coverage for Eligible Children and Adults Lifetime Maximum	50%, No Ortho Deductible \$1000	50%, No Ortho Deductible \$1000
<b>Class IX Expenses - Implants</b> Plan Calendar Year Max	50%, After Deductible \$2500	50%, After Deductible \$2500
<b>Dental Plan Reimbursement Levels</b>	Based on Contracted Fees	90th Percentile of Allowed Charges***
<b>Additional Member Responsibility in excess of C</b>	None	Yes, the difference between the member's dentist's billed charges and the dental plan reimbursement level***
<b>Student/Dependent Age</b>	26/26	

## Florida Keys Mosquito Control District

### Dental PPO

Effective Date: January 01, 2024

#### ***Cigna Dental PPO / Indemnity Exclusions and Limitations:***

<b>Procedure</b>	<b>Exclusions &amp; Limitations</b>
Exams	Two per calendar year
Prophylaxis (cleanings)	Three per calendar year
Fluoride	1 per calendar year for people under 19
X-Rays (routine)	Bitewings: 2 per calendar year
X-Rays (non-routine)	Full mouth: 1 every 3 calendar years. Panorax: 1 every 3 calendar years
Cone Beams	Not covered
Model	Payable only when in conjunction with Ortho workup
Minor Perio (non-surgical)	Various limitations depending on the service
Perio Surgery	Various limitations depending on the service
Crowns and Inlays	Replacement every 5 years
Prosthesis over Implants	1 per 5 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges.
Bridges	Replacement every 5 years
Dentures and Partials	Replacement every 5 years
Relines, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior tooth. One treatment per tooth every three years up to age 14
Space Maintainers	Limited to non-Orthodontic treatment. No frequency limit for participants under age 19.
Alternate Benefit	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Missing Tooth Provision	The amount payable is 50% of the amount otherwise payable until insured for a specified time period; thereafter, considered a Class III expense
Late Entrant Limit****	50% coverage on Class III, IV (if applicable), and IX for 12 months
Pre-Treatment Review	Available on a voluntary basis when extensive work in excess of \$200 is proposed

#### ***Benefit Exclusions:***

- \* Services performed primarily for cosmetic reasons
- \* Replacement of a lost or stolen appliance
- \* Replacement of a bridge or denture within five years following the date of its original installation
- \* Replacement of a bridge or denture which can be made useable according to accepted dental standards
- \* Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion
- \* Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars
- \* Bite registrations; precision or semi-precision attachments; splinting
- \* Instruction for plaque control, oral hygiene and diet
- \* Dental services that do not meet common dental standards
- \* Services that are deemed to be medical services
- \* Services and supplies received from a hospital
- \* Charges which the person is not legally required to pay
- \* Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service
- \* Experimental or investigational procedures and treatments
- \* Any injury resulting from, or in the course of, any employment for wage or profit
- \* Any sickness covered under any workers' compensation or similar law
- \* Charges in excess of the reasonable and customary allowances
- \* To the extent that payment is unlawful where the person resides when the expenses are incurred;
- \* Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents);
- \* For charges which would not have been made if the person had no insurance; For charges for unnecessary care, treatment or surgery;
- \* To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
- \* To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
- \* In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

\*\* In Texas, the insured dental product offered by CGLIC and CHLIC is referred to as the Cigna Dental Choice Plan, and this plan utilizes the national Cigna Dental PPO network.

\*\*\*Charges are based upon an independent third party organization that is the industry standard. Percentile data is based upon the third party organization's aggregated industry-wide claims data

\*\*\*\*Late Entrant coverage limitation does not apply to New Mexico Residents for Insured Dental Products.

This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description.

Benefits are insured and/or administered by Cigna HealthCare.

Did you know that most of Cigna's dental plans include the Cigna Dental Oral Health Integration Program? This program was designed to address research that supports the association of oral health to overall health and provides reimbursement of copays or coinsurance for customers with qualifying medical conditions for program eligible procedures. Additionally, registered program members can access articles on behavioral conditions that impact oral health.

Cigna is a registered service mark, and the "Tree of Life" logo is a service mark, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna HealthCare of Connecticut, Inc., and Cigna Dental Health, Inc. and its subsidiaries.

Cigna Healthcare Financial Exhibit for:  
**Florida Keys Mosquito Control District**  
 Effective Date: January 01, 2024

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Cigna PLAN OFFERED		
Product	PPO	
Plan Name	Dental PPO	
Situs	FL	
Funding	Fully Insured	
Cigna RATES		
	Dental PPO	
	#EE	Rates
Employee	55	\$39.55
Emp + Spouse	37	\$93.87
Emp + Child(ren)	7	\$113.06
Emp + Family	19	\$183.31
Monthly Billed Amount	118	\$9,922.75
Monthly Billed Amount Per Product	\$9,922.75	
Annual Billed Amount Per Product	\$119,073.00	
TOTAL EE's	118	
TOTAL Monthly Billed Amount	\$9,922.75	
TOTAL Annual Billed Amount	\$119,073.00	

The quoted Dental rates are valid only when packaged and sold along side Cigna Medical and/or New York Life Group Insurance. If sold standalone, an increment of 1.82% would apply to the rates illustrated above.

If sold packaged with two or more Cigna Supplemental Health lines of coverage (AI/CI/HC), an additional decrement of 1% would apply to the rates illustrated above. This quote assumes the proposed DPPO benefits will be administered on Dentacom.

Cigna Healthcare Financial Exhibit for:  
**Florida Keys Mosquito Control District**  
Effective Date: January 01, 2024

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**PROPOSAL TERMS AND CONDITIONS for Dental**

**A. General Terms of this Proposal**

Cigna HealthCare is pleased to present this Proposal for a Fully Insured Non-Participating group Dental benefit plan (the "Plan") sponsored by Florida Keys Mosquito Control District. This proposal is valid for 60 days from its original date of release, 10/05/2023. Any revisions or updates to this proposal will not renew this valid timeframe unless expressly communicated by Cigna HealthCare.

The information contained in this Proposal by Cigna HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.

Proposal Caveats

Cigna HealthCare may revise or withdraw this Proposal if:

- 1 there is a change to the effective date of the quote.
- 2 benefits and any applicable experience do NOT match benefits with incumbent carrier; a review of the SPD may be required prior to implementation.
- 3 participation is below 56%. This will be based on the total eligible employees, identified as 205.
- 4 out of network reimbursement, verified prior to implementation based on sample out of network claim allowance for specific procedure codes, is different than communicated or accounted for in the financial projections
- 5 enrollment increases or decreases by 10% or more, by product or for the total account, from the enrollment assumptions used in establishing the rates and/or fees set forth herein.
- 6 it is not the exclusive provider of Dental for all of Florida Keys Mosquito Control District's employees in all worksites.
- 7 there is a change in law, regulation, tax rates, or the application of any of these that affects Cigna's costs

**B. Scope and Application of this Proposal**

If this quote is based on the incumbent's claims experience and unless otherwise indicated, this Proposal:

- 1 contains insured rates that are illustrative until the incumbent's full SPD is received
- 2 contains benefit summaries that are illustrative until the incumbent's full SPD is received
- 3 assumes the quoted Dental rates are valid only when Dental is packaged and sold alongside Cigna Medical and/or CGI.
- 4 assumes employer contribution levels match what is shown in the RFP.
- 5 assumes the premium rates proposed by Cigna Healthcare are subject to final Underwriting approval and may be changed due to differences in selection of benefits, changes in census data, or any other changes in risk determined by Cigna Healthcare.
- 6 includes rates which are subject to regulatory approval. If, as of their proposed effective date, regulatory approval is not obtained, Cigna shall use rates consistent with its then currently approved rates and the foregoing rates shall be effective automatically upon approval.
- 7 assumes that Cigna HealthCare's standard insurance policy form approved for use in the applicable state by the state insurance regulator will be issued. Because the insurance policy and certificate terms require regulatory approval, there is very little flexibility to change the provisions. The provisions of the insurance policy and certificate will supersede the Proposal in the event of a conflict.
- 8 includes Dental rates which are guaranteed for a period of 12 months while the contract remains in force.
- 9 assumes the rates contain sufficient commission load for Dental of 10%.
- 10 assumes only a passive DPPO plan may be offered to TX or MS employees due to regulatory requirements.
- 11 assumes the plan will be implemented using Cigna's standard policy provisions, limitations, and contract language as reflected in Cigna's summary plan description unless specific modifications have been approved and rated appropriately. These standards are summarized in the Underwriting benefit summary. Any benefit modifications must be communicated in writing from Underwriting.
- 12 Cigna's Dental and/or Vision products are "excepted benefits" and not subject to Essential Health Benefit requirements.
- 13 Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through Cigna HealthCare's general overhead.
- 14 The benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.
- 15 Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.



# FLORIDA KEYS

## MOSQUITO CONTROL DISTRICT

### Board of Commissioners

Executive Director  
Andrea Leal

18 Aquamarine Drive  
Key West, FL 33040

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

Phil Goodman, Chairman  
Stanley Zuba, Vice Chairman  
Thomas McDonald, Secretary/Treasurer  
Jill Cranney  
Brandon Pinder

11/2/2023

### FKMCD Board of Commissioners

Aflac Dental was chosen as our dental provider as the result of our Dental Benefit Invitation to Negotiate (ITN) of 2022. The ITN committee's recommendation was based on Aflac being the best value, which closely matched the benefits we wanted to offer the employees of the District. They also provided the District with one of four additional add-on services. Finally, with Aflac's superior customer service reputation and a leader in the supplemental benefits industry, we felt comfortable choosing them as our Dental provider.

During the implementation stage, and after awarding Aflac the bid, Aflac notified us that we would no longer have a choice of one (1) of the four (4) additional add-ons to our coverage: We would only be able to have the "credit monitoring service." During our open enrollment meeting, I was informed that since the District already offers a credit monitoring service through another provider, the Aflac representative wanted to avoid enrolling our staff into the Aflac add-on credit monitoring service. They implemented the add-on as agreed to in prior discussions only after many discussions.

In May 2023, Aflac's service to us started to break down, and claims stopped processing, primarily for out-of-network services. I received a call from one of our employees that their claims from February 2023 had yet to be processed. I called the dental provider to make sure they had the correct claim information, which they did. The dental provider informed me this is a common theme for many dental providers lately. I believe this was a one-off incident because, during the bidding process, an Aflac representative stated that electronic claims would be paid in 3-5 days for standard services. Aflac is known for producing quickly and I did not view it as a significant problem. I would soon discover that this reflected what was becoming a rampant service failure.

I started to receive other complaints from retirees and active employees informing me that their dental provider notified them that Aflac had not paid the claims, and they were asking for payment from the employees. This trend started in June 2023 and has persisted to date. I continue receiving complaints from staff and local providers that Aflac claims are not being processed. Aflac is currently trying to rectify the problem and is quickly responding to the claims. However, the service failure over the past nine (9) months has caused additional administrative work on FKMCD and Tina Wyatt with FBMC. Based on the foregoing, I can't recommend continuing the relationship with Aflac Dental.

I recommend that the District take the necessary steps to replace our current dental provider due to this significant service failure. The logical choice to replace our current dental provider is Cigna. Cigna has provided our dental services in the past. Cigna's service and commitment to our partnership is second to none. The transition will be efficient and straightforward since Cigna currently has our employee census and provides our current health and vision benefits.

The Cigna quote is about double the cost of Aflac services; however, since we have other services with Cigna, they will provide the District with a two percent (2%) reduction on our medical services, which will result in a savings of **\$59,000 dollars** to off-set the increase in dental services, bringing the Cigna dental cost in line with our expected expenditures in FY 2023-2024, as well as, matching our current level of benefits. Cigna can meet

our January 1, 2024 deadline to implement the dental benefits. Notwithstanding the recommended change in dental providers, FKMCD will issue another ITN for Dental, Medical, and Vision services during 2024.

Respectfully,

*Michael Behrend*

Michael Behrend  
Director of Human Resources