

REGULAR
MEETING
MARCH 11, 2025



2025 CALENDAR

January-2025						
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-2025						
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-2025						
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-2025						
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-2025						
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-2025						
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-2025						
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-2025						
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-2025						
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-2025						
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-2025						
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-2025						
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 107TH Street, Marathon, FL

March 11, 2025 1:15 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) no later than 11:00 am on March 11, 2025. If attending remotely, you must remain available by phone from the hours of 1:00pm to 4:00pm.

4.) Consent Agenda

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

a.) **Minutes** of the February 11, 2025 Regular Meeting **Pgs. 6-8**

b.) **Minutes** of the February 11, 2025 Audit Committee Meeting **Pg. 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.) FKMCD UAV Usage (Leal) Pgs. 25-36

b.) Mosquito Control and the Florida Economy: An Important Relationship (Goodman) Pg. 37

c.) Legislative Update (Leal) Pg. 38

10.) Items for Board Review and Action:

a.) Financial Reports (Holden)

I. Budget Analysis Pgs. 40-44

II. District Finances Pg. 45

III. Cash Disbursements through February 2025 Pgs. 46-50

b.) Resolution 2025-05 Marathon Airport Lease and Through the Fence Agreement (Leal) Pgs. 52-74

11.) Good of the Order

12.) Meeting Adjourned

Item 4

Consent Agenda

Regular Meeting Minutes

Florida Keys Mosquito Control District
Marathon Office
503 107th Street Marathon, FL 33050

February 11, 2025 3:05 pm

The Board of Commissioners of the Florida Keys Mosquito Control District held a Regular Meeting on February 11, 2025 at the FKMCD Marathon Office.

Present Were: Phillip Goodman, Chairman; Dr. Stanley Zuba, Vice-Chair; Bette Brown, Secretary/Treasurer; Brandon Pinder, Commissioner; Jill Cranney, Commissioner; Andrea Leal, Executive Director; Hunter O'Connor, Board Attorney.

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

Invited Guests Present: Matthew DeGennaro, Florida International University.

Community Input: None.

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

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

Invited Speaker: Matthew DeGennaro, Ph.D., Director, Biomolecular Sciences Institute; Associate Professor, Department of Biological Sciences; Investigator, Southeastern CDC CoE in Vector-Borne Diseases; Florida International University. Chairman Goodman introduced Dr. DeGennaro and advised that he took a tour of the Marathon facility prior to the meeting. Dr. DeGennaro then gave an in-depth presentation on *Aedes*-specific surveillance and control to increase our resilience to arboviruses. Together with the Puerto Rico Vector Control Unit (PRVCU), they carried out a 16-week field test in San Juan and Carolina to see if geosmin might take the role of hay in AGO Mosquito Traps as an attractant. He went over the trial's findings and mentioned that a study of this kind would be carried out in Miami-Dade County in 2025. They will collaborate with the Miami-Dade Mosquito Control. His presentation concluded with a discussion of population replacement using *Wolbachia* to decrease arbovirus transmission.

Treasurer's Report: None

Attorney's Report: None

Director's Report: Lee Alwood, the Lower Keys Field Inspector, was honored by Executive Director Andrea Leal for his five years of dedication to the District. After providing an update on operations and mosquito-borne illnesses in the state of Florida, Director Leal warned that occurrences of dengue linked to travel are still occurring in 2025. Nine truck adulticide operations were conducted because of the January heavy rainfall, which raised the historical average for salt marsh mosquito counts. *Aedes aegypti* numbers did not exceed our adulticide action thresholds in January however we still performed five ground liquid larvicide missions treating 400 acres. Director Leal said the tour of the Marathon facility, where Senator Ana Maria Rodriguez was given an overview of our operation on January 25th, was an excellent educational opportunity. We released our updated website on February 1st. If you have any questions or concerns

about it, please get in touch with Chad Huff. To boost the number of responses for our community survey, we conducted a direct mail campaign in Marathon. Recently, James Ozmar was promoted to the position of Director of Aircraft Maintenance. The board was then given the Ocean Reef Community Association's 2024 Special Recognition Award by Director Leal. The last airplane has been sold, and it brought \$517,000, which was much more than they had expected because of a bidding war. It will be relocated to a storage site as soon as the FAA paperwork is completed. Director Leal informed us that we will be conducting an ITN for our Fieldseeker software platform. Director Leal encouraged the board to attend the Strategic Planning session, which is scheduled for March 27 in Marathon. Director of Finance Bruce Holden provided an update on the FLClass account, which currently has a balance of \$18.2 million and earned \$68,000 in interest last month.

Items for Board Discussion:

- a.) **DODD Short Courses:** Commissioner Brown summarized her visit to the Dodd Short Courses in Gainesville last month and the things she discovered about diseases spread by mosquitoes in the state of Florida. The Commissioner's Caucus was led by Chairman Goodman and covered a wide range of subjects, such as Robert's Rules of Order and the procedure by which we consider resolutions at each meeting. Our Director of Research, Dr. Larry Hribar also gave a great course on the history of mosquito control.

Items for Board Review and Action:

11a.) Financial Reports – Bruce Holden, Director of Finance, discussed the State and Local accounts and advised the expenditures look like they are double the average due to a \$650,000 payment for chemicals that will be reimbursed to us from the grant. January had three (3) payrolls and increased benefit cost, which was also reflected in this amount. It should even out over the next few months. *A motion was made by Commissioner Cranney, seconded by Commissioner Brown, and passed unanimously, confirming the Board received the financial information from January of 2025 and the Board requests it be submitted for audit at the appropriate time.*

11b.) Resolution 2025-02 RFP 2025-01 Main Rotor Blade Replacement for Bell 206L4 Helicopter: A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, APPROVING THE RECOMMENDATION AND AWARD OF THE RFP 2025-01 EVALUATION COMMITTEE FOR THE REPLACEMENT OF THE MAIN ROTOR BLADE FOR THE BELL 206L4 HELICOPTER; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner Zuba, seconded by Commissioner Cranney, and passed unanimously to adopt Resolution 2025-02 as written. After a roll call vote, it was unanimously adopted.*

11c.) Resolution 2025-03 RFP 2025-02 Bell 206L4 Helicopter Turbine Section Overhaul: A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, APPROVING THE RECOMMENDATION AND AWARD OF THE RFP 2025-02 EVALUATION COMMITTEE FOR THE TURBINE SECTION OVERHAUL FOR THE BELL 206L4 HELICOPTER; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner Pinder, seconded by Commissioner Cranney, and passed unanimously to adopt Resolution 2025-03 as written. After a roll call vote, it was unanimously adopted.*

11d.) Resolution 2025-04 Amending the Uniform Policy in the Districts Personnel Manual: A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT, AMENDING THE UNIFORM POLICY IN THE DISTRICT'S PERSONNEL MANUAL; ADOPTING REVISIONS TO CERTAIN POLICIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner Cranney, seconded by Commissioner Zuba, and passed unanimously to adopt Resolution 2025-04 as written. After a roll call vote, it was unanimously adopted.*

Good of the Order:

- Commissioner Pinder asked to move the March 25th meeting to March 11th. *A motion was made by Commissioner Pinder, seconded by Commissioner Cranney, and passed unanimously to move the March meeting date to the 11th. After a roll call vote, it was unanimously adopted.*

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

Respectfully submitted,

*Andrea Leal
Executive Director*

*Board of Commissioners
Florida Keys Mosquito Control District*

Phillip L. Goodman, Chairman

Bette Brown, Secretary-Treasurer

For additional information, please refer to www.keysmosquito.org.

DRAFT

Audit Committee Meeting Minutes

Florida Keys Mosquito Control District
Marathon Office
503 107th Street Marathon, FL 33050

February 11, 2025 1:03 pm

The Board of Commissioners of the Florida Keys Mosquito Control District held an Audit Committee Meeting on February 11, 2025 at the FKMCD Marathon office.

Present Were: Jill Cranney, Chairman; Phillip Goodman, Commissioner; Dr. Stanley Zuba, Commissioner; Bette Brown, Secretary/Treasurer; Andrea Leal, Executive Director; Hunter O'Connor, Board Attorney. Brandon Pinder, Commissioner was absent.

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

Invited Guests Present: Matthew DeGennaro, Florida International University; Daniel Anderson; Mauldin & Jenkins was on the telephone.

Community Input: None.

Approval of Agenda: A motion was made by Commissioner Brown, seconded by Commissioner Zuba and passed unanimously to approve the agenda.

Items for Board Discussion:

6a.) 2023-2024 Audit Planning – Mr. Daniel Anderson of Mauldin & Jenkins said that they are really in the thick of audit fieldwork for the 2023-2024 financial audit, having received all the initial schedules requested from Mr. Bruce Holden, Director of Finance. They have gone through and selected the samples that they will be using for testing and will be completing that in the upcoming week. They are awaiting the actuary's OPEB report and the capital asset schedule. When they can present the audit report to the board will depend on when they receive the actuary report. Mr. Holden said he will inquire about a timeframe for obtaining the actuarial report for OPEB the following week.

Items for Board Review and Action: None.

Good of the Order: Chairman Cranney discussed the next audit committee meeting date, which will be in March.

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

Respectfully submitted,

Andrea Leal, Executive Director

*Board of Commissioners
Florida Keys Mosquito Control District*

Jill Cranney, Chairman

Bette Brown, Secretary-Treasurer

For additional information, please refer to www.keysmosquito.org.

Item 6

Treasurer's Report

Item 7

Attorney's
Report

Item 8

Director's Report

March 2025 Director's Report

State of Florida Mosquito-Borne Disease Update (as of 3/01/2025)

1. Monroe County (2025)
 - a. No cases reported
2. All of Florida (2025)
 - a. Dengue: 0 local, 39 travel-related
 - b. Zika: 0 local, 0 travel-related
 - c. Chikungunya: 0 local, 0 travel-related
 - d. West Nile Virus: 0 human cases
 - e. Eastern Equine Encephalitis: 0 human cases
 - f. Oropouche Virus: 0 local, 0 travel-related
 - g. Malaria: 0 local, 5 travel-related
 - h. Orange and Volusia counties are currently under a mosquito-borne illness advisory. Duval, Hillsborough, Manatee, Miami-Dade, **Monroe**, and Pasco counties are currently under a mosquito-borne illness alert.

Operations Summary

1. Adult Mosquitoes
 - a. Salt Marsh mosquito numbers were lower than the historical average throughout the Keys in February.
 - b. No aerial adulticide missions were conducted in February.
 - c. No truck adulticide missions were conducted in February.
 - d. *Aedes aegypti* numbers did not exceed our adulticide action thresholds in February.
2. Larval Mosquitoes
 - a. Six (6) aerial granular larvicide missions were completed in January, treating approximately 2,800 acres; this is higher than the historical average for February.
 - b. No aerial liquid larvicide missions were conducted in February.
 - c. Ten (10) ground liquid larvicide missions were conducted in February, treating approximately 800 acres.
3. Service Requests received (81) were lower than the historical average for February.

Community Outreach/Education

1. Schools/Education
 - a. Sugarloaf School Safety Day: 3/13/25
2. Community Events/Outreach/Speaking Engagements
 - a. Key West Seafood Festival: 2/15/25 – 2/16/25
 - b. Gigantic Nautical Flea Market, Islamorada: 2/22/25 – 2/23/25
 - c. Marathon Seafood Festival: 3/8/25 – 3/9/25
 - d. Southernmost Air Show: 3/29/25 – 3/30/25
3. Media/News Releases
 - a. Weekly Radio, US 1

Human Resources

1. Current Openings
 - a. Education Coordinator: Final candidate selection underway
 - b. Director of Finance: Accepting applications
 - c. A&P Mechanic: Accepting applications
2. Other
 - a. Director's Evaluation Form will be distributed to Commissioners

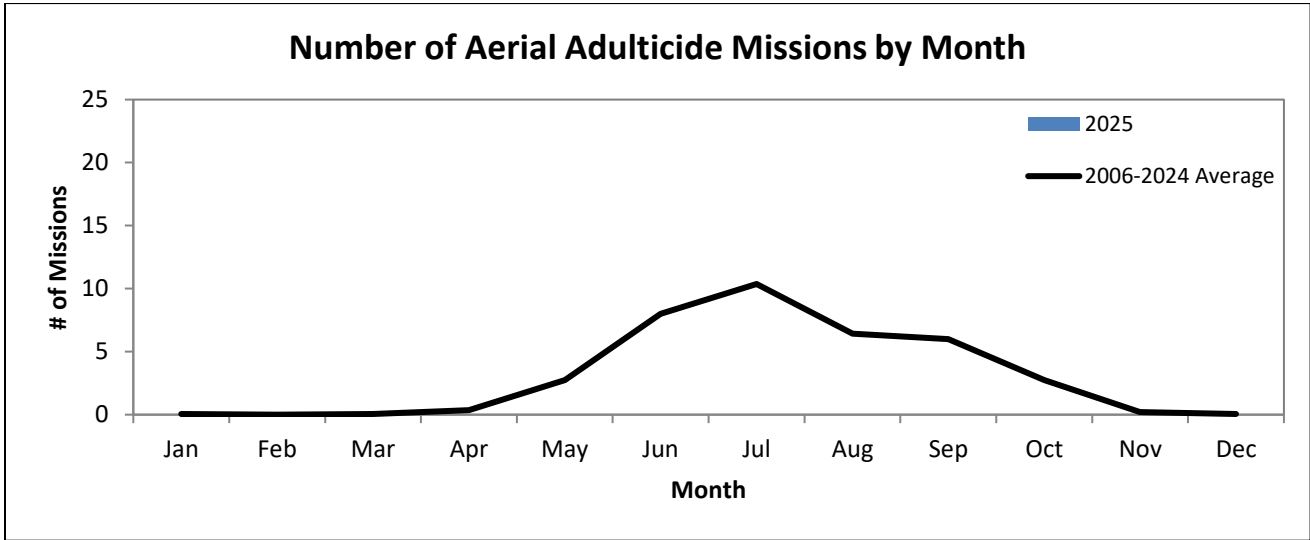
Other Items

1. Travel/Training
 - a. All Staff Training (Marathon, FL): 2/20/25
 - b. AMCA Annual Meeting (San Juan, PR): 3/3/25 – 3/7/25
 - Attending: Commissioner Bette Brown, Andrea Leal, Mikki Coss, Larry Hribar, Heidi Murray, Tony Nunez, Catherine Pruszynski, Chad Huff, Michael Behrend
 - c. Verticon Heli-Expo (Dallas, TX): 3/10/25 – 3/13/25
 - Attending: Rob Lee, John Cook
 - d. FMCA Tallahassee Days (Tallahassee, FL): 3/17/25 – 3/19/25
 - Attending: Chairman Phil Goodman, Andrea Leal, Mikki Coss, Chad Huff
2. Emergency Management Training: 2/25/25
3. FMCA Legislative Committee Meeting: 3/11/25
4. Strategic Planning Save the Date: 3/27/25
5. Investment Update
6. After Action Items/Future Board Items
 - a. ITN for Banking
 - b. Budgetary Process Annual Review, May 2025
 - c. Audit Committee Charter Annual Review, October 2025
 - d. Administrative Policy Manual Annual Review, December 2025

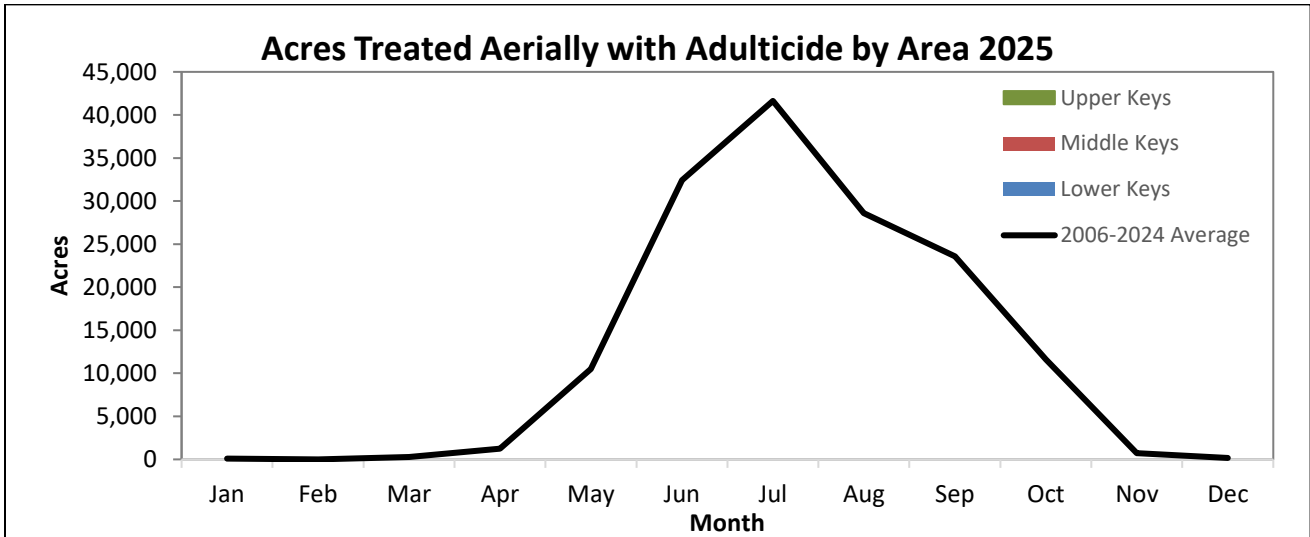
Florida Keys Mosquito Control Operations Report

(Adjusted through February 28, 2025)

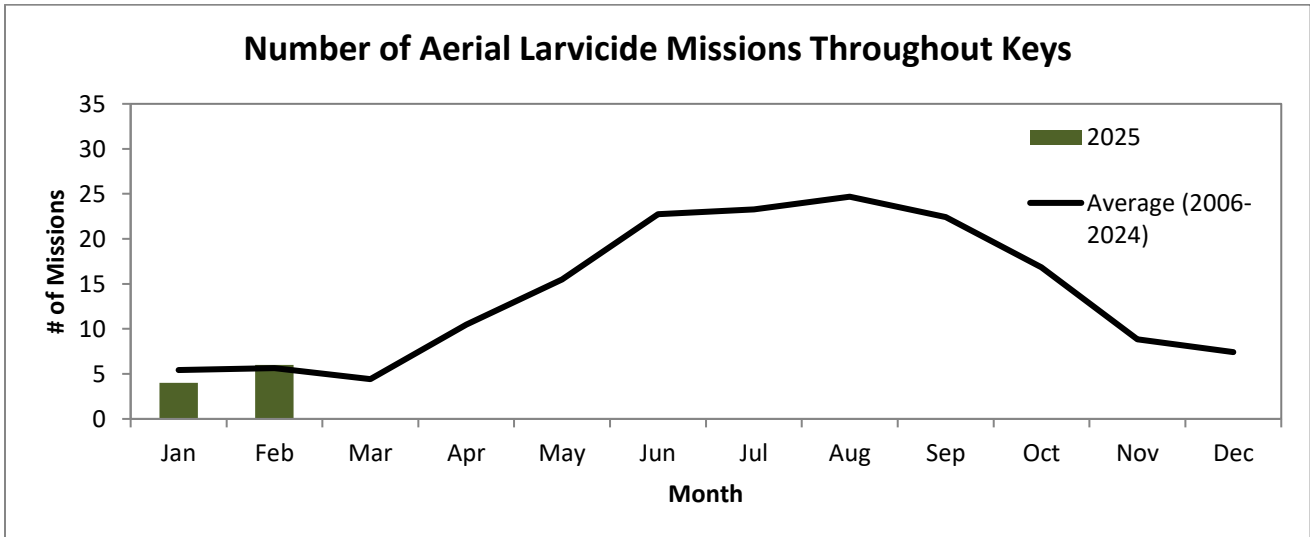
Aerial Adulticiding Missions in February 2025: 0



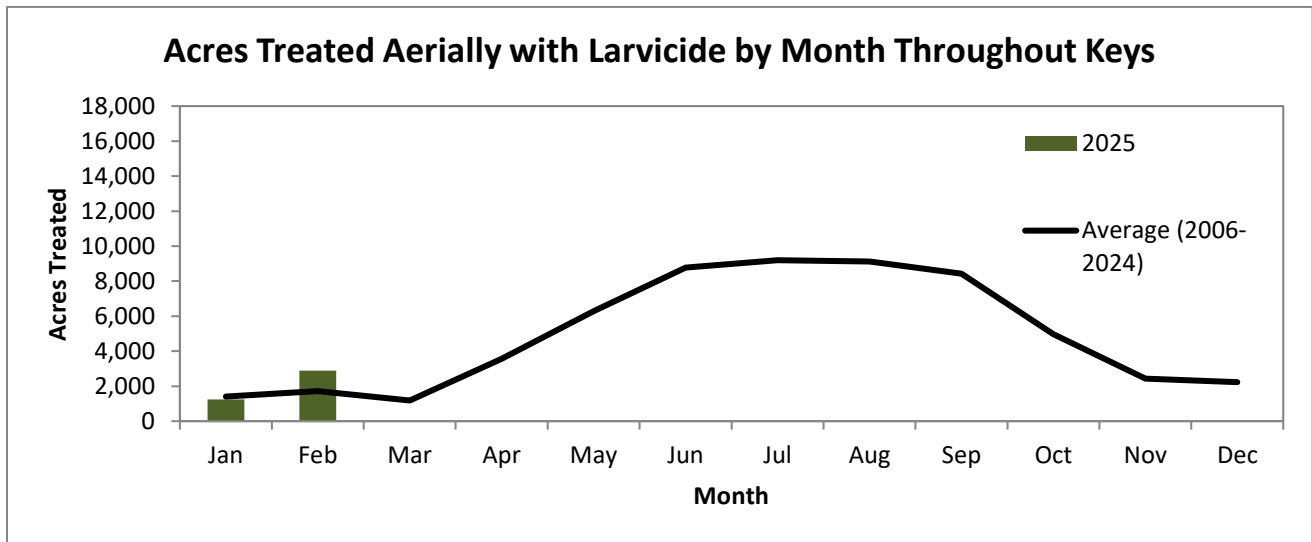
*PM: Aerial Adulticiding Acreage in February 2025: 0



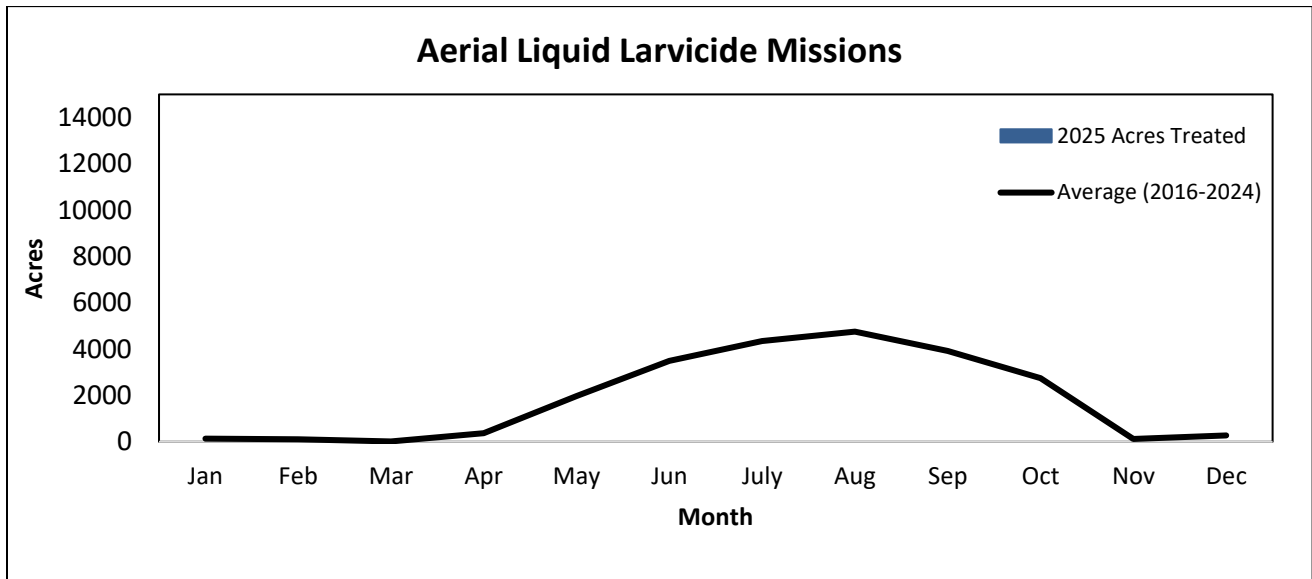
Aerial Granular Larviciding Missions in February 2025: 6



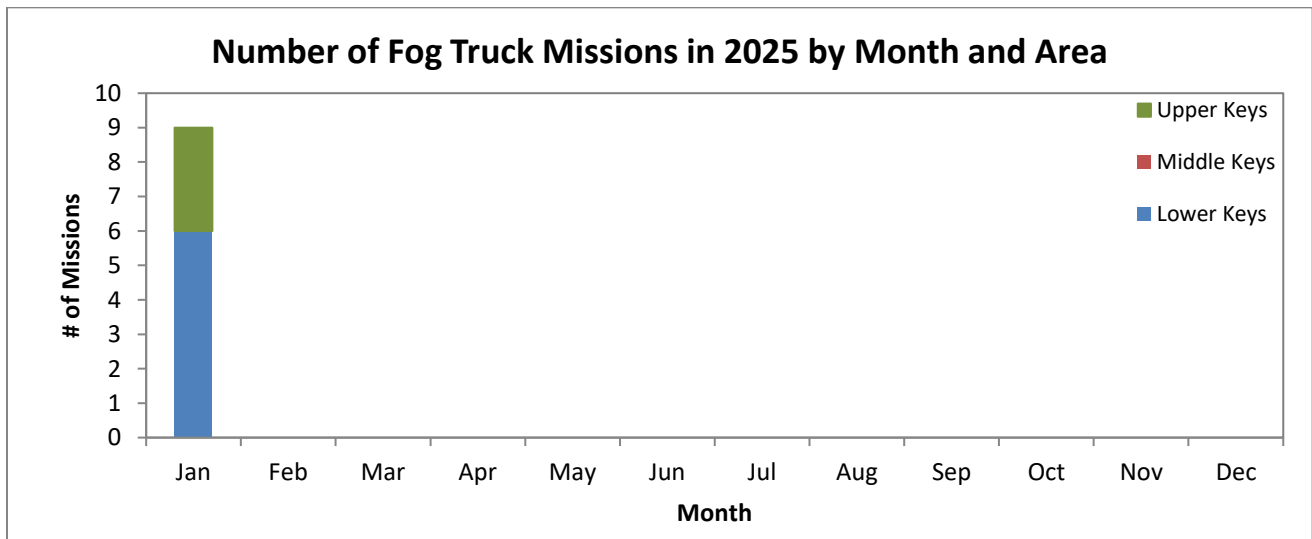
***PM: Aerial Granular Larviciding Acreage in February 2025: 2,886**



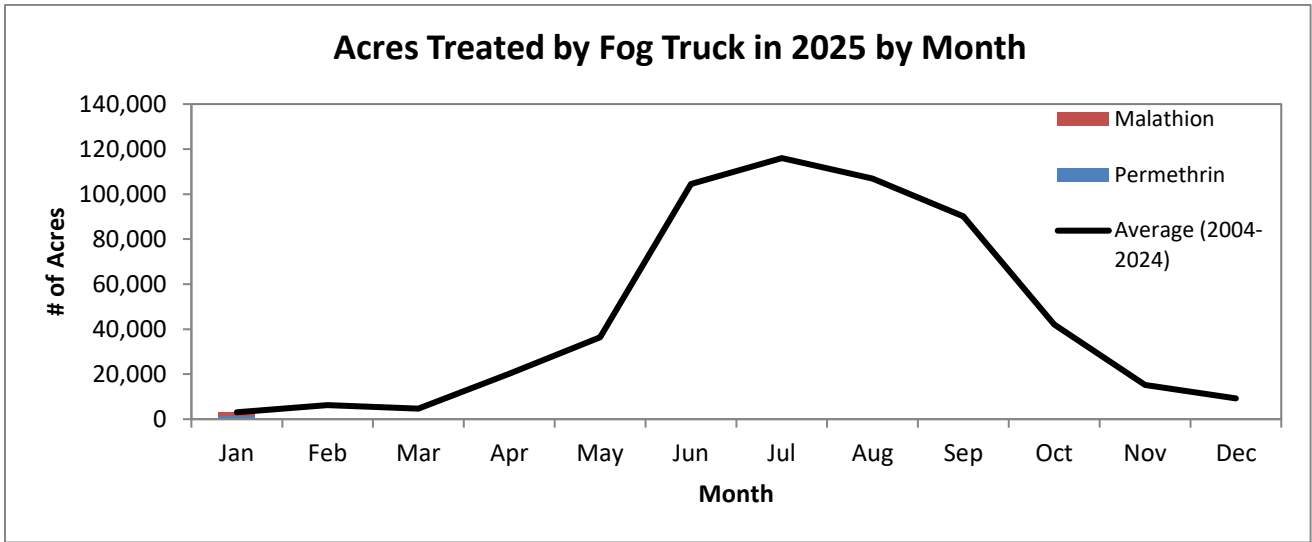
***PM: Number of Aerial Liquid Larviciding Missions in February 2025: 0**



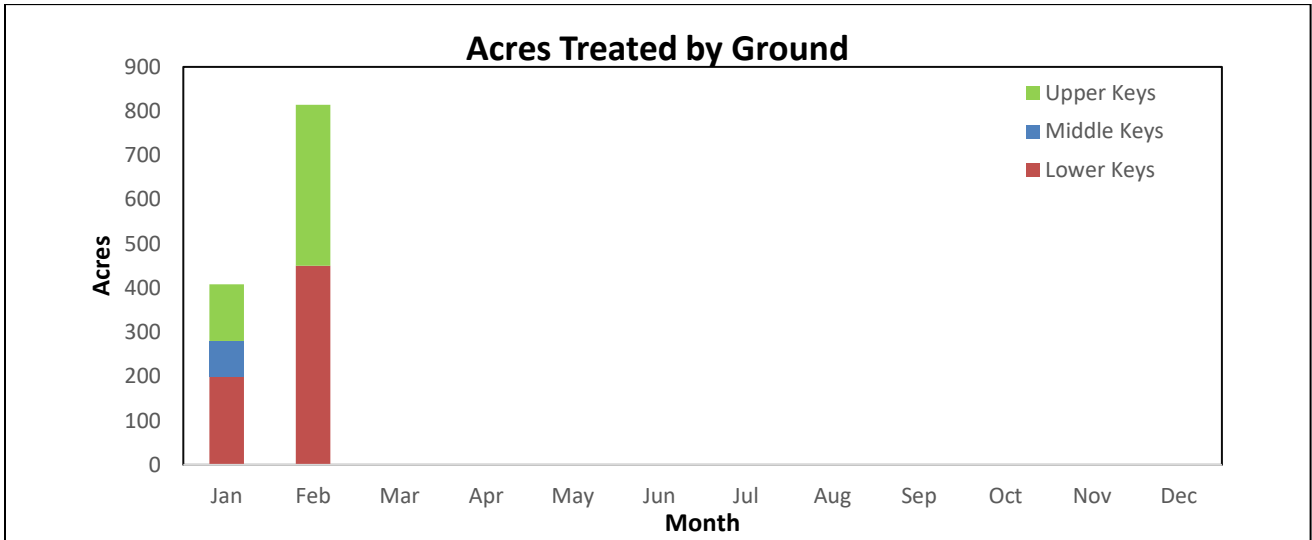
***PM: Ground Adulticiding Missions in February 2025: No Scheduled Trucks with no Population Reduction**



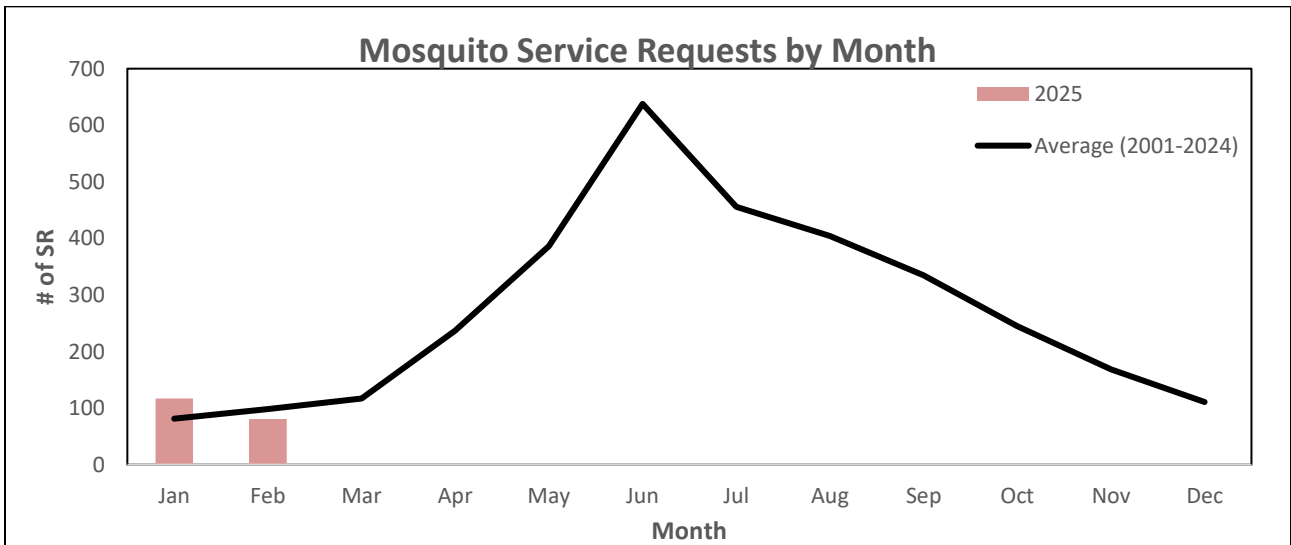
***PM: Ground Adulticiding (Trucks) Acreage in February 2025: 0**



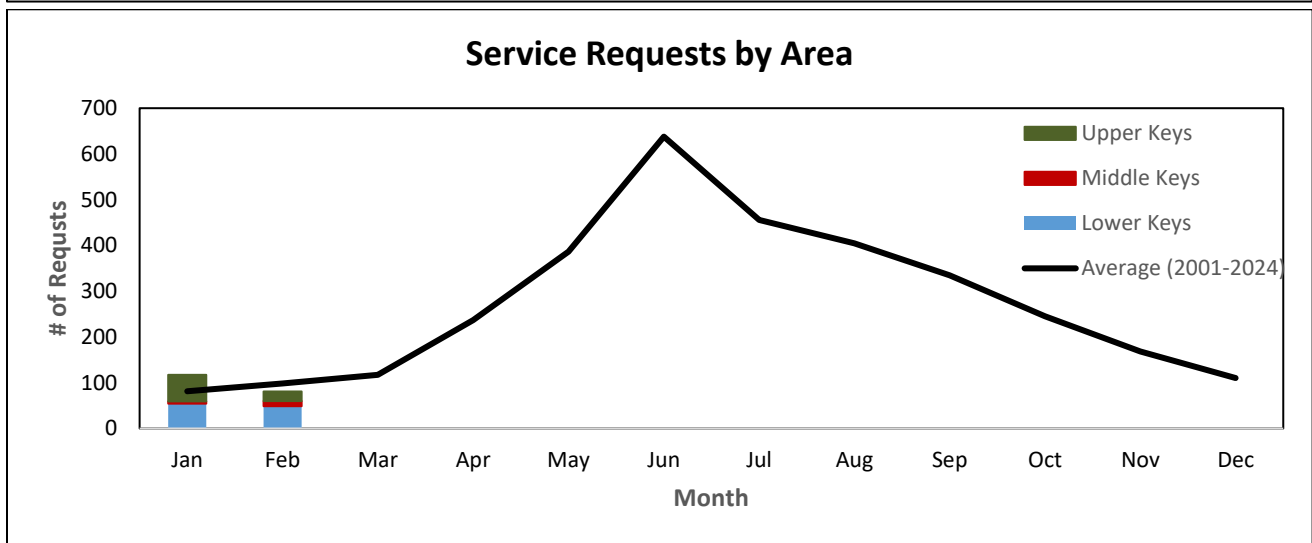
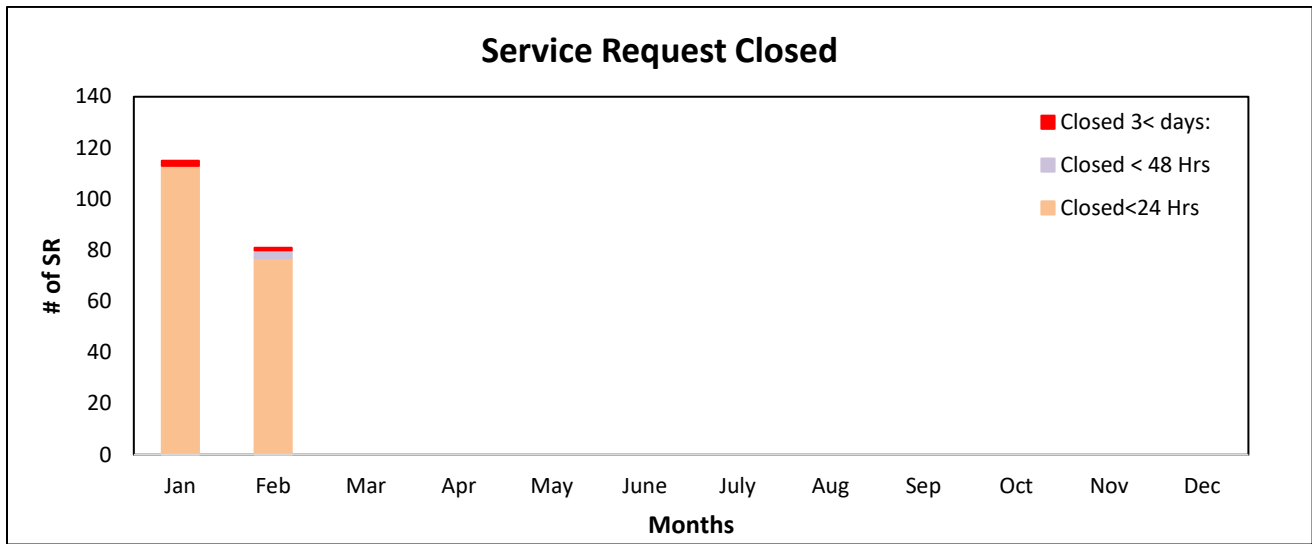
***PM: Ground Liquid Larviciding (Truck & Backpack) Acreage in February 2025: 10**



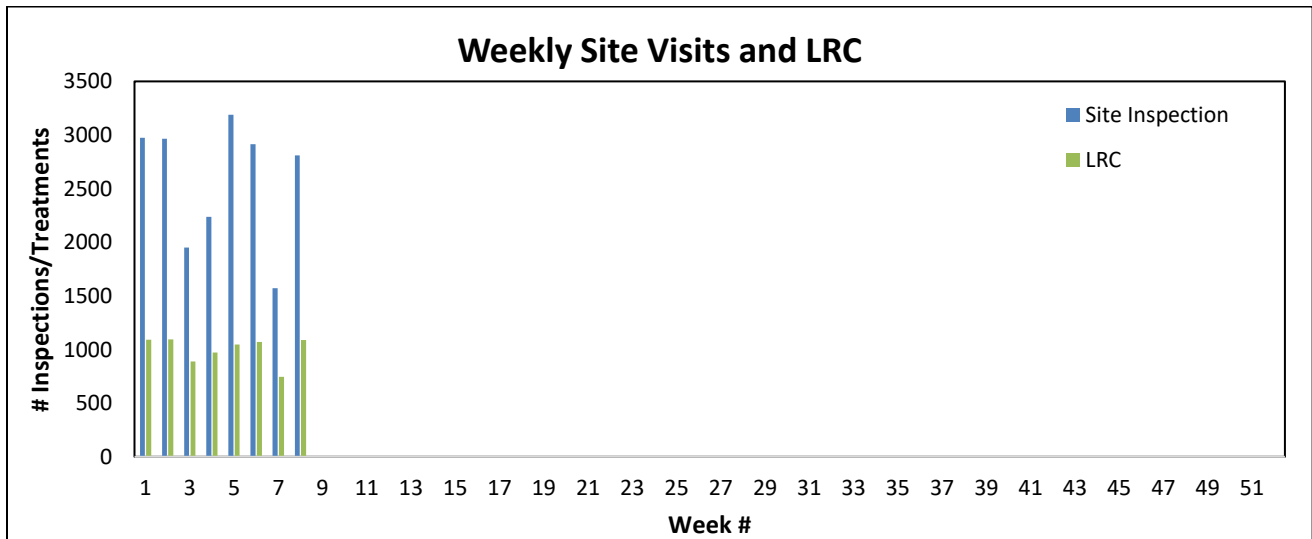
Total Service Requests for February 2025: 81



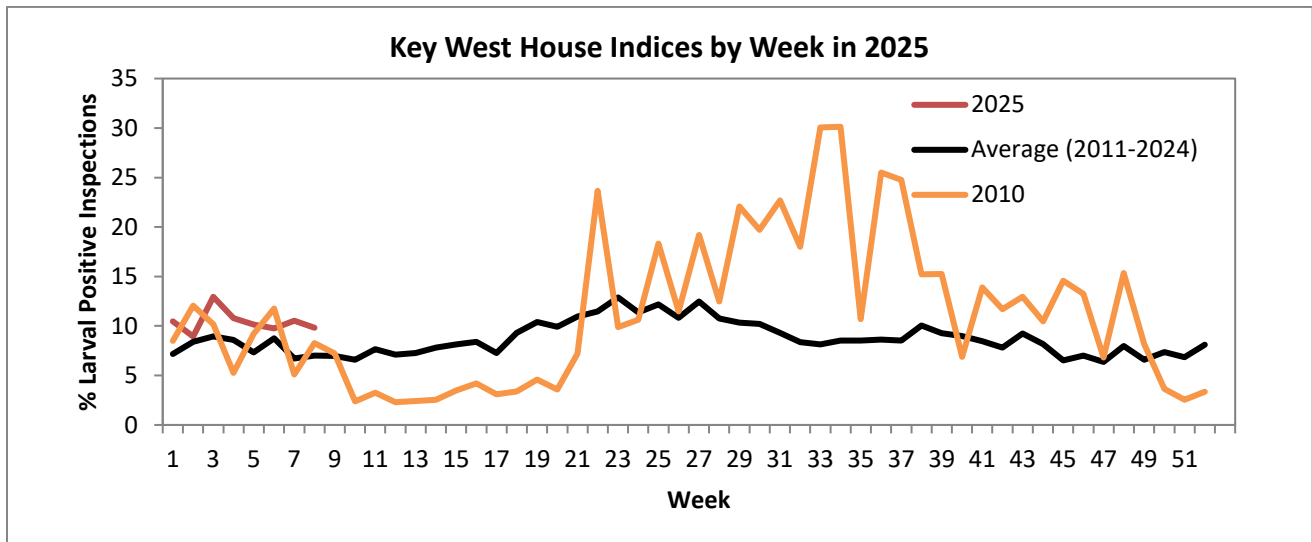
***PM: Service Requests closed within one business day: 95.06%**



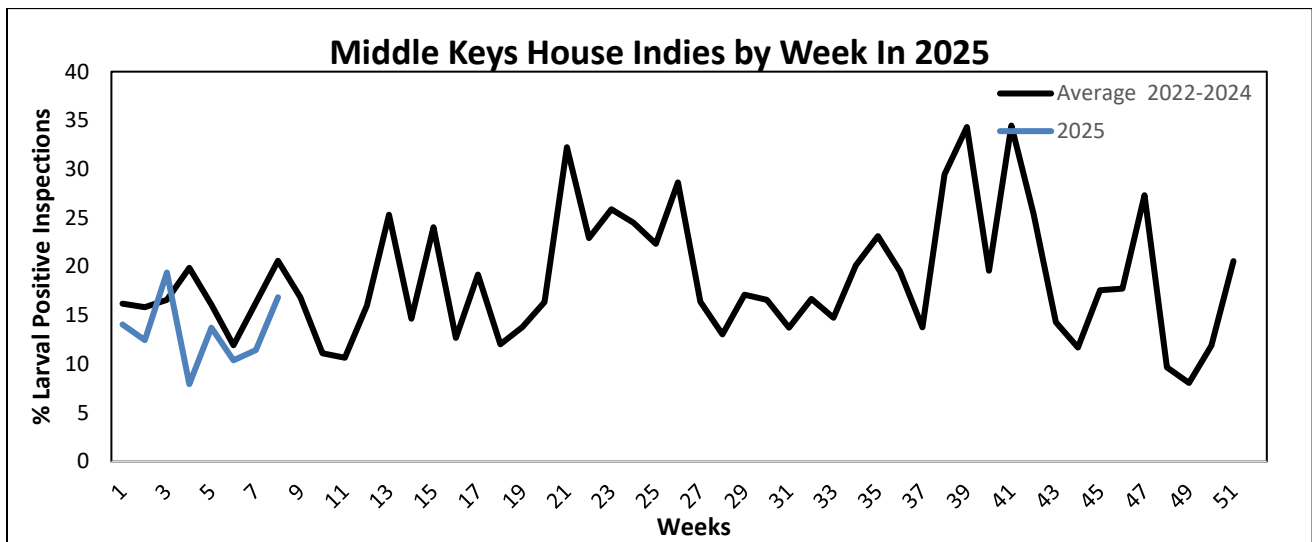
***PM: Total Inspections/LRC's for February 2025: 10,484 Inspections, 3,954 LRC**



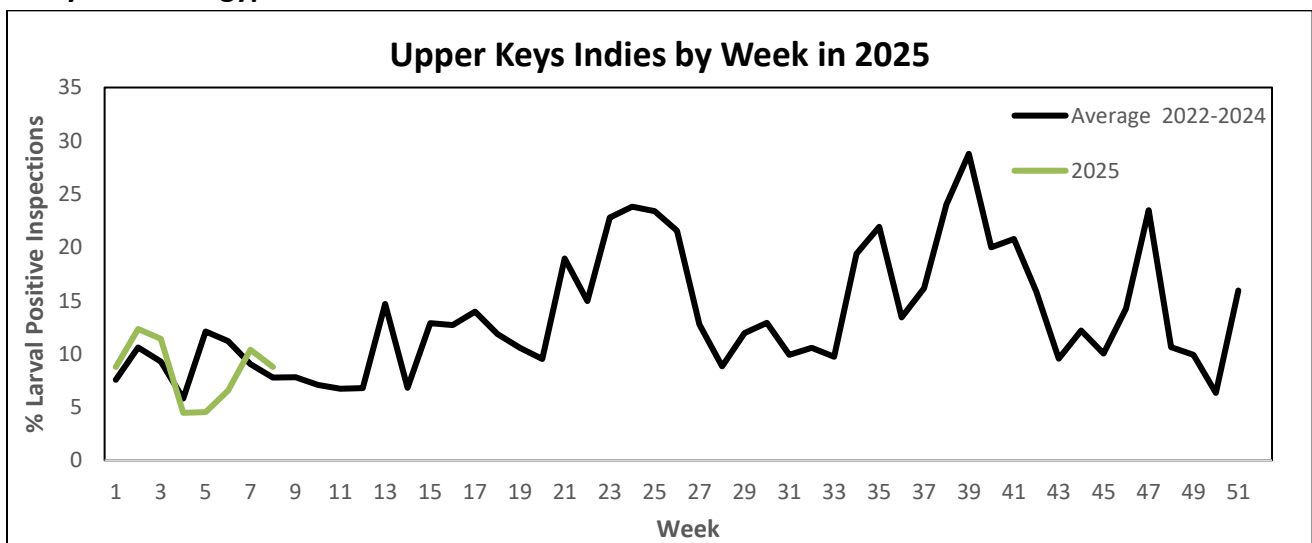
Key West *Aedes aegypti* Larval Information:



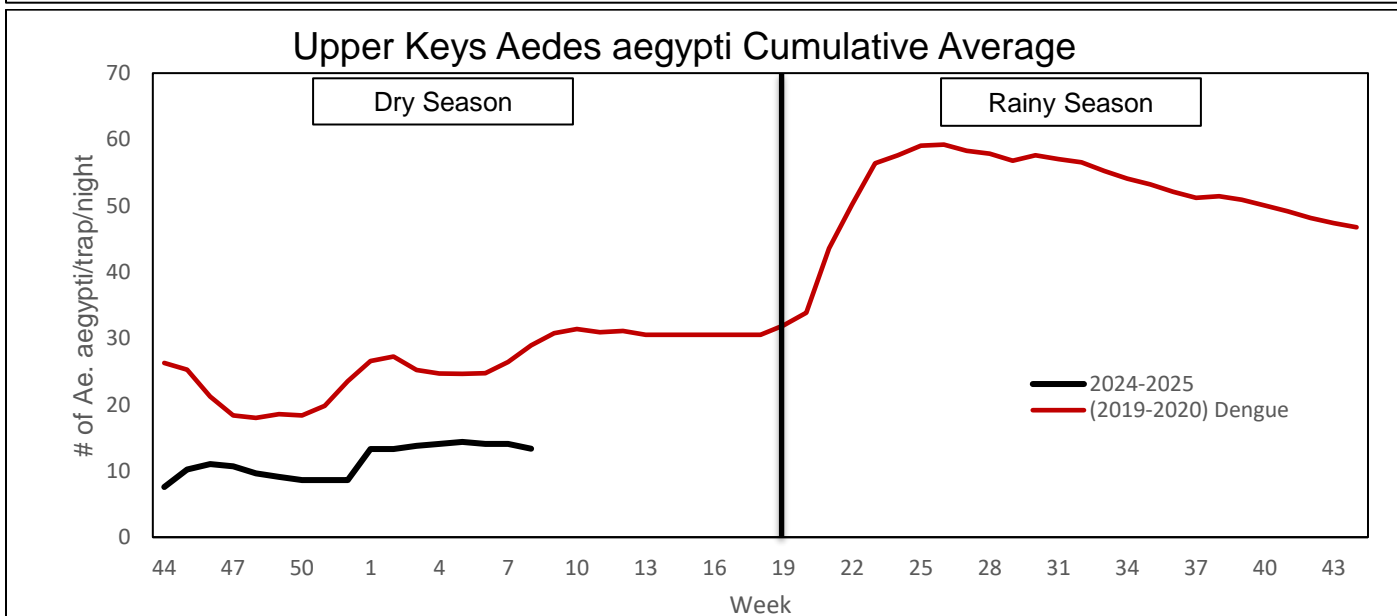
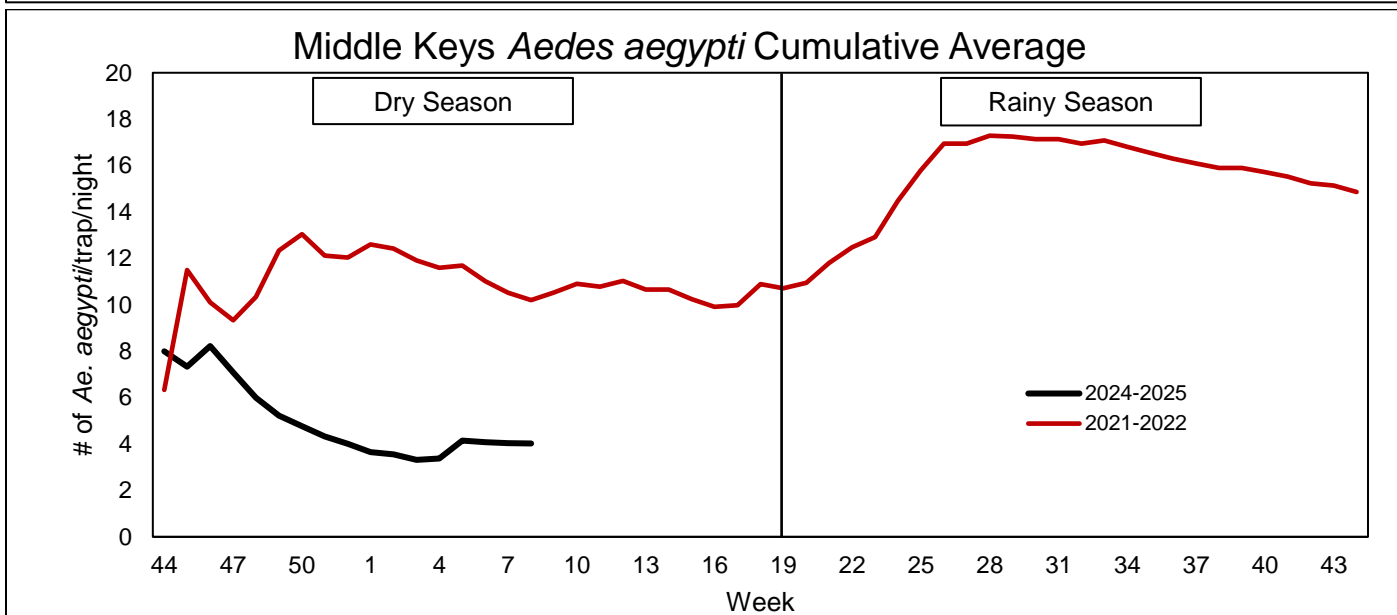
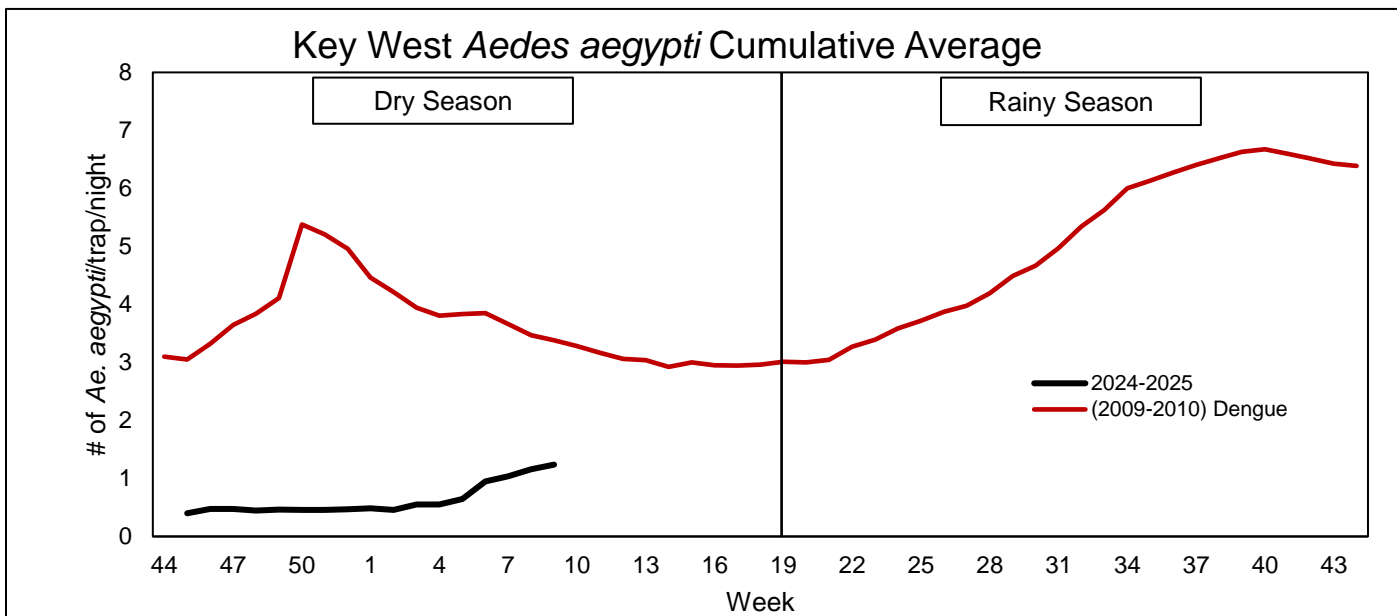
Middle Keys *Aedes aegypti* Larval Information:



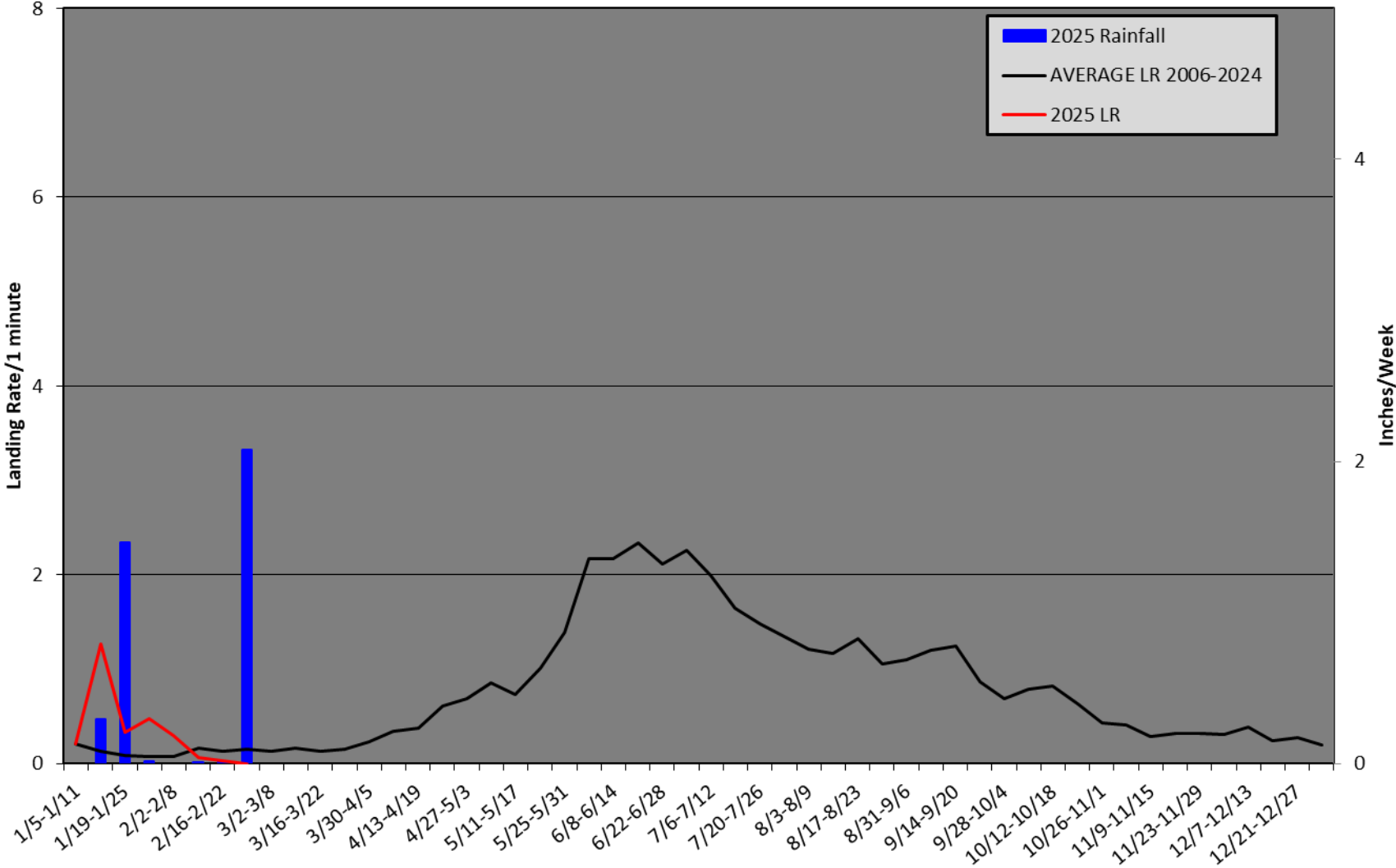
Upper Keys *Aedes aegypti* Larval Information:



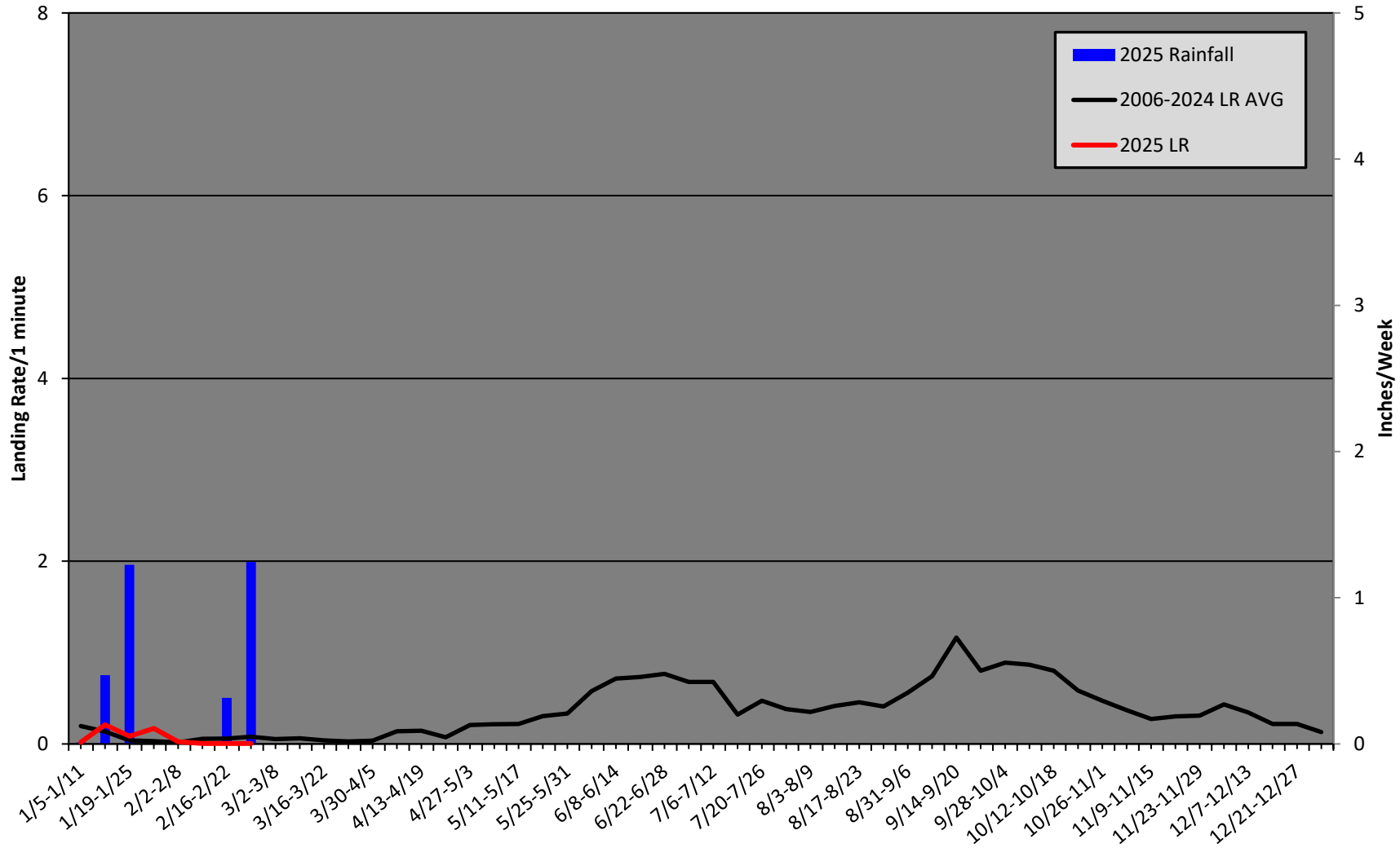
***PM: Indicates Performance Measure**



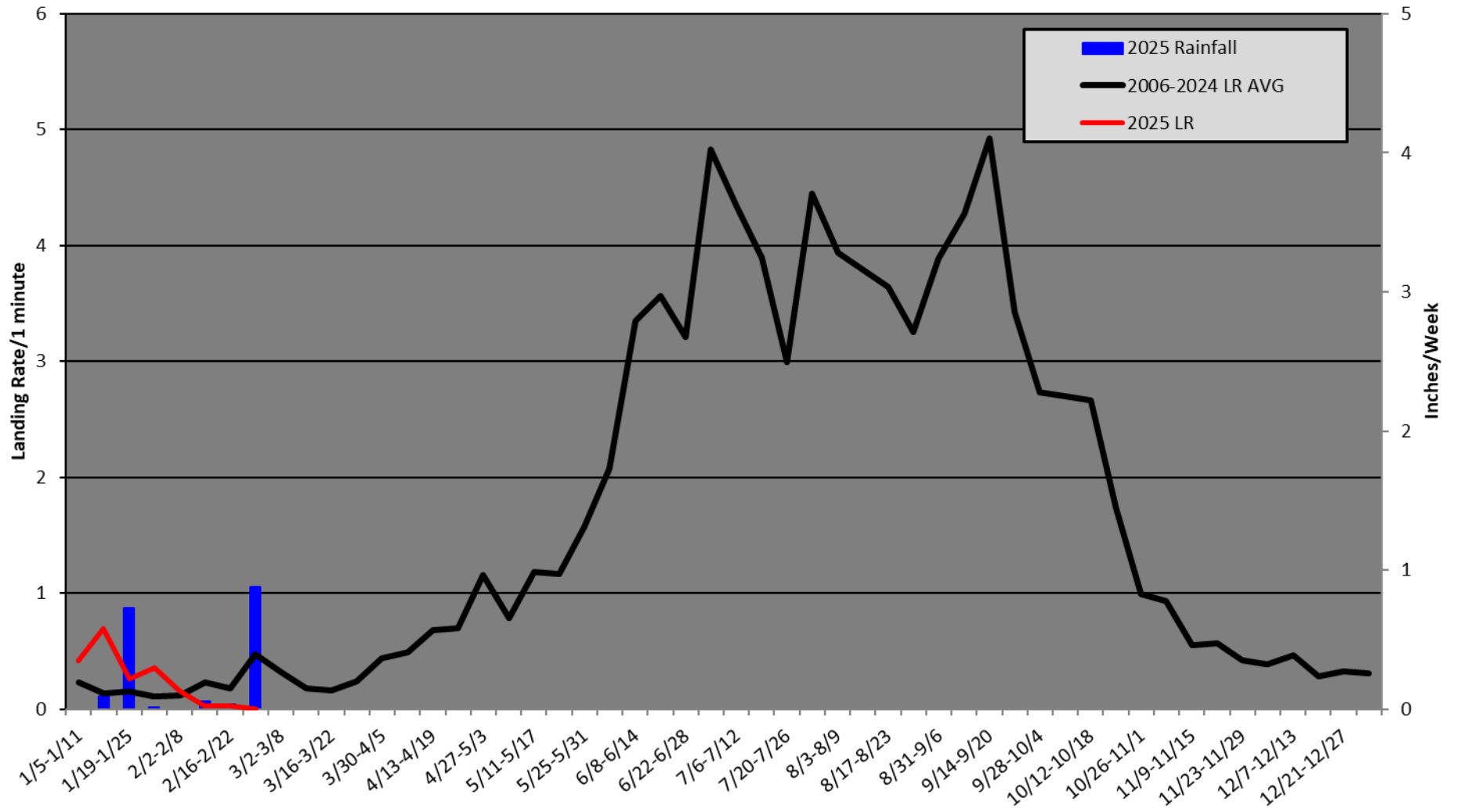
Lower Keys: Saddlebunch to Bahia Honda Average Landing Rate Counts and Rainfall



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

FKMCD

UAV Usage



FKMCD UAS Past and Future Outlook

Mikki Coss

Director of Operations





DJI Phantom Vision 2 Quadcopter





DJI S1000 Octocopter



Updates

- Contacted other Districts utilizing UAS's
- Compiled the Pros and Cons
- Analysed potential areas for drone usage that fiscally benefit the District
- Communicate with Districts that contract UAS operators
- Cost-benefit contract vs purchase
- Analysing constantly changing regulations
- Monitoring UAS equipment regulations









Key Largo Treatment
area and landing



Florida Keys Mosquito Control District UAS Aerial Application Order Form

100701 Overseas Hwy, Key Largo, FL, 33037

Order Date: 10/10/2023						Post Treatment Actual		
						ORDER #:	4	
Site ID	Habitat	Ordered Acreage	Material	/ Acre	Total (lb)	Treated Acreage	Total (lb)	Rate / Acre
8MKL9	Marsh	5.92	Natular G30	5.0	29.6	5.92	29.6	5.0
8MKL10	Marsh	13.36	Natular G30	5.0	66.8	13.36	66.8	5.0
8MKL21b	Marsh	3.01	Natular G30	5.0	15.0	3.01	15.0	5.0
8MKL14	Marsh	2.73	Natular G30	5.0	13.7	2.73	13.7	5.0
7PK8a	Marsh	3.16	Natular G30	5.0	15.8	3.16	15.8	5.0
7PK7d	Marsh	1.94	Natular G30	5.0	9.7	1.94	9.7	5.0
7PK7a	Marsh	2.03	Natular G30	5.0	10.1	2.03	10.1	5.0
7PK5b	Marsh	4.46	Natular G30	5.0	22.3	4.46	22.3	5.0
7PK11	Marsh	4.58	Natular G30	5.0	22.9	4.58	22.9	5.0
7LKL4	Marsh	2.43	Natular G30	5.0	12.1	2.43	12.1	5.0
7LKL24	Marsh	2.03	Natular G30	5.0	10.2	2.03	10.2	5.0
7LKL23	Marsh	2.15	Natular G30	5.0	10.7	2.15	10.7	5.0
7LKL22	Marsh	1.11	Natular G30	5.0	5.5	1.11	5.5	5.0
7LKL17b	Marsh	2.05	Natular G30	5.0	10.3	2.05	10.3	5.0
7LKL17	Marsh	4.56	Natular G30	5.0	22.8	4.56	22.8	5.0
7LKL11	Marsh	6.93	Natular G30	5.0	34.6	6.93	34.6	5.0
TOTALS:		62.43			312.2	62.43	312.2	
10/16/2023			Tail Number	N1145C		Date Treated: 10/10/2023		
Sixteen areas treated amounting to 62.43 acres. Price for application is \$2,194.67.								



Conclusions

- Continue monitoring regulations
 - Line of sight
 - Endangered species noise restrictions
 - Federal and State restrictions
 - Future regulatory restrictions
- Continue Cost-benefit Analysis
- Annually visit potential additions to the operational toolbox if economically practical
- Promote the continued development of UAS Regulations and Rulemaking
- Continue to monitor Pesticide label for Drone application
- Continue collaboration with other Districts on future potentials





Item 9b

Mosquito
Control and the
Florida
Economy: An
Important
Relationship

Item 9c

Legislative Update

Item 10a

Financial Reports

Budget Analysis

District Finances

Cash

Disbursements

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT
MONTHLY BUDGET ANALYSIS
FISCAL YEAR 2024-2025
FEBRUARY 2025**

STATE FUND

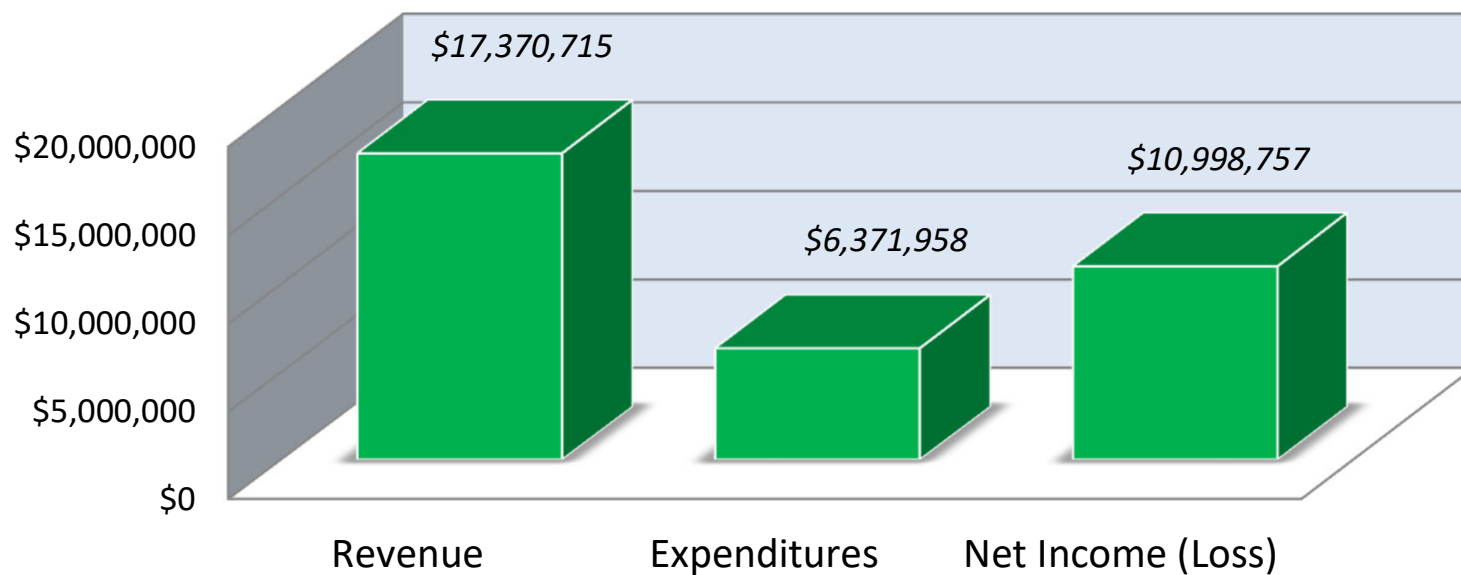
ACCT. NO	ITEM	Annual Budget	Current February Actual	Prior Year Month	Current YTD - Actual	Prior Year YTD Actual	Current Annual: Unexpended	Year on Year Variance
10	Personal Services 11 - 15						0.00	0.00
20	Personal Service Benefits 21 - 25						0.00	0.00
30	Operating Expense 31 - 34						0.00	0.00
40	Travel and Per Diem 40.1 - 40.3	7,392.00	2,986.13	1,859.51	2,986.13	2,050.51	4,405.87	935.62
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	901,139.81	0.00	0.00	118,656.00	0.00	782,483.81	118,656.00
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	4,607.00	0.00	0.00	3,875.00	3,780.00	732.00	95.00
60	Capital Outlay 61 - 64		0.00	0.00	0.00	0.00	0.00	0.00
71	Debt Service-Principal							
72	Debt Service-Interest							
89	Contingency (current year)	90,927.00					90,927.00	
99	Payment of Prior Year Accounts							
0.001	Reserves - Future Capital Outlay							
0.002	Reserves - Self Insurance							
0.004	Reserves - Sick and Annual Leave							
	TOTAL:	1,004,065.81	2,986.13	1,859.51	125,517.13	5,830.51	878,548.68	119,686.62

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT
MONTHLY BUDGET ANALYSIS
FISCAL YEAR 2024-2025
FEBRUARY 2025**

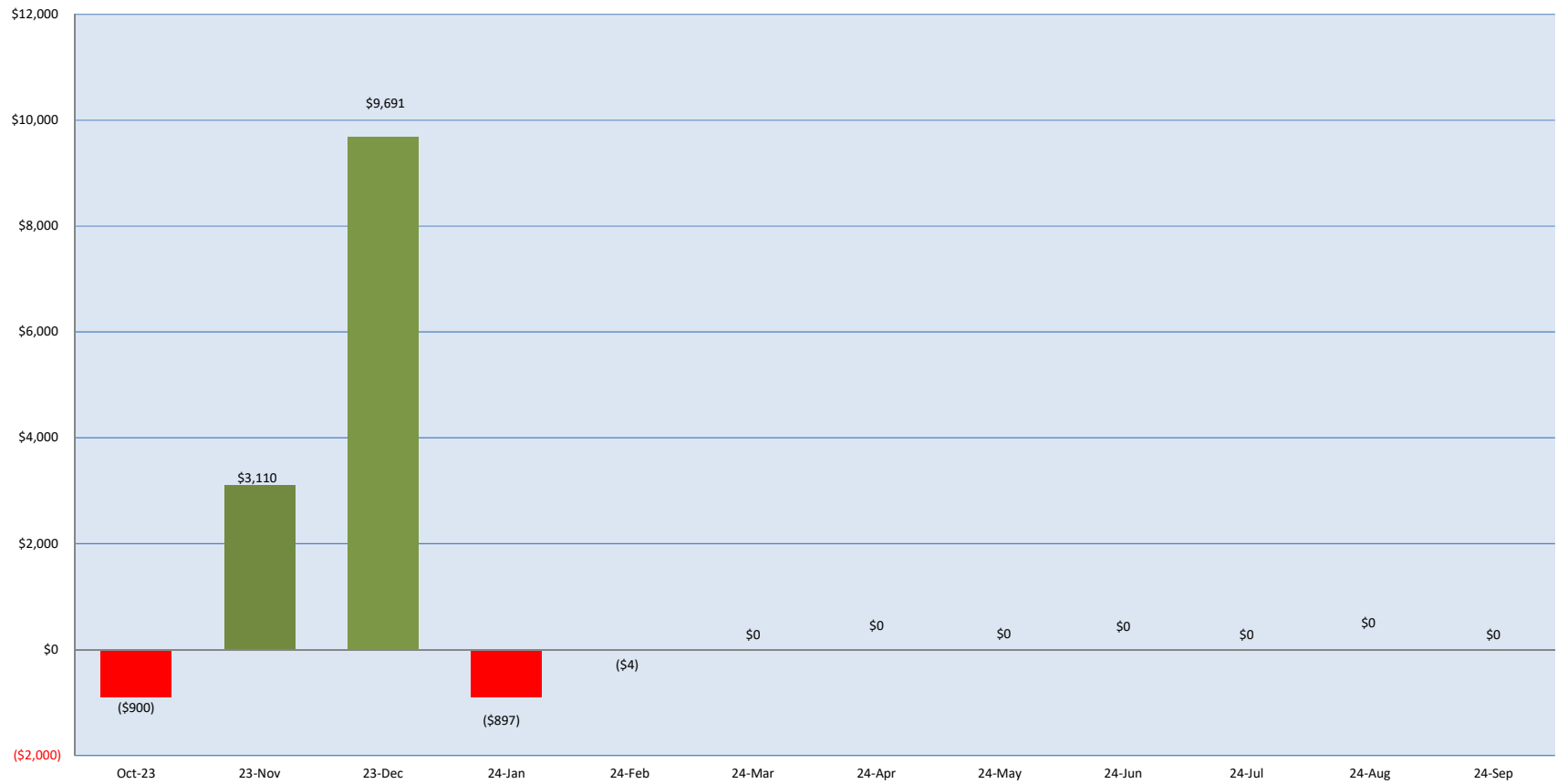
LOCAL FUND

ACCT. NO	ITEM	Annual Budget	Current February Actual	Prior Year Month	Current YTD - Actual	Prior Year YTD Actual	Current Annual: Unexpended	Year on Year Variance
10	Personal Services 11 - 15	6,298,349.00	439,182.61	404,203.64	2,409,013.30	2,166,551.70	3,889,335.70	242,461.60
20	Personal Service Benefits 21 - 25	4,194,636.00	265,593.32	313,181.04	1,713,801.16	1,506,933.56	2,480,834.84	206,867.60
30	Operating Expense 31 - 34	1,413,544.00	85,899.05	71,904.26	824,792.99	667,404.19	588,751.01	157,388.80
40	Travel and Per Diem 40.1 - 40.3	149,330.00	18,705.09	17,831.06	68,000.15	43,667.34	81,329.85	24,332.81
41	Communication Services	100,100.00	7,858.52	8,140.89	38,779.90	39,270.60	61,320.10	(490.70)
42	Freight Services	22,985.00	780.65	1,122.07	3,536.82	5,818.75	19,448.18	(2,281.93)
43	Utility Services	144,100.00	7,223.17	9,881.24	38,751.13	39,880.98	105,348.87	(1,129.85)
44	Rentals and Leases	977,879.00	20,246.74	16,097.33	104,044.66	79,876.57	873,834.34	24,168.09
45	Insurance	1,264,922.00	(12,936.00)	0.00	(48,808.40)	39,400.07	1,313,730.40	(88,208.47)
46	Repair and Maintenance Service 46.1 - 46.6	1,211,726.00	28,738.64	43,316.54	157,218.47	327,845.15	1,054,507.53	(170,626.68)
47	Printing/Binding	11,310.00	134.00	478.95	1,965.35	1,934.80	9,344.65	30.55
48	Promotional Activities	35,400.00	200.00	0.00	7,857.23	3,569.00	27,542.77	4,288.23
49	Other Current Charges and Obligations	15,125.00	1,499.97	402.30	3,154.51	4,922.70	11,970.49	(1,768.19)
51	Office Supplies/Materials	71,700.00	3,319.56	2,508.07	11,425.45	13,347.98	60,274.55	(1,922.53)
52.1	Gas/Oil/Lube	284,175.00	4,019.69	16,253.07	50,379.81	62,165.77	233,795.19	(11,785.96)
52.2	Chemical/Solvents/Additives	1,903,472.00	47,040.00	42,336.00	789,430.80	316,295.61	1,114,041.20	473,135.19
52.3	Clothing and Wearing Apparel	47,450.00	9,683.86	4,087.82	25,410.67	16,630.33	22,039.33	8,780.34
52.4	Miscellaneous Supplies and Incidental	207,134.00	10,385.94	9,365.39	29,900.13	35,520.87	177,233.87	(5,620.74)
52.5	Tools and Small Implements	20,600.00	903.44	627.80	1,581.60	10,005.25	19,018.40	(8,423.65)
54	Books, Publications, Subscriptions, Memberships	99,200.00	16,904.64	2,951.60	22,659.03	37,743.32	76,540.97	(15,084.29)
55	Training	118,550.00	33,300.51	2,220.00	39,174.99	4,895.00	79,375.01	34,279.99
60	Capital Outlay 61 - 64	1,271,400.00	12,425.12	118,969.10	79,888.38	747,731.45	1,191,511.62	(667,843.07)
71	Debt Service-Principal							
72	Debt Service-Interest							
89	Contingency (current year)	2,659,073.00					2,659,073.00	
99	Payment of Prior Year Accounts							
0.001	Reserves - Future Capital Outlay	4,089,221.69					4,089,221.69	
0.002	Reserves - Self Insurance	700,000.00					700,000.00	
0.004	Reserves - Sick and Annual Leave	250,000.00					250,000.00	
	TOTAL:	27,561,381.69	1,001,108.52	1,085,878.17	6,371,958.13	6,171,410.99	21,189,423.56	200,547.14

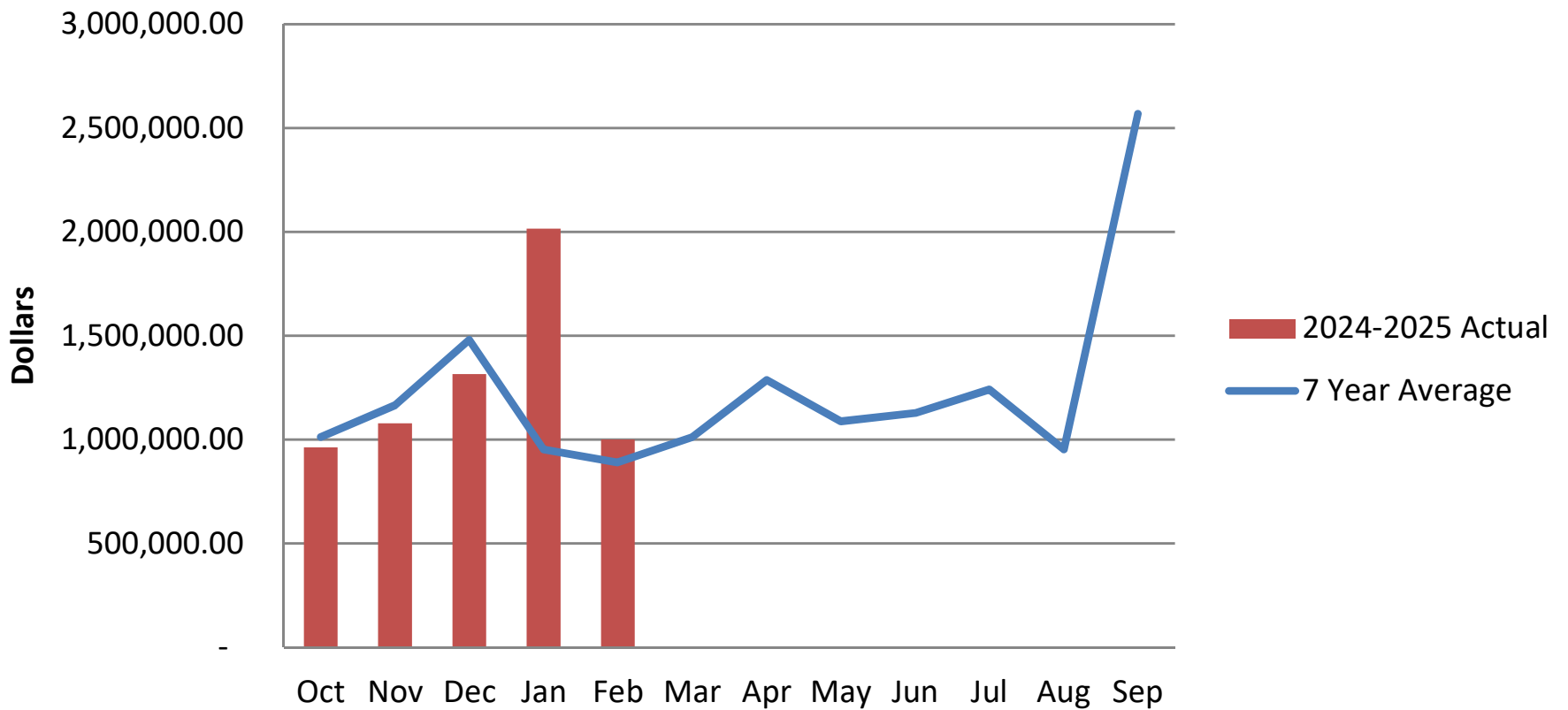
FKMCD Local FY 2024-2025 YTD Cash Basis Net Income (Loss) through February 2025



**FKMCD Local Funds FY 2024-2025 Cash Basis Monthly Net Income (Loss) through
February 2025
(Thousands of Dollars)**



Expenditure of Local Funds 2024-2025 Actual vs. Average of Last 7 Years



Florida Keys Mosquito Control District
District Finances as of
March 6, 2025

LOCAL ACCOUNT FUNDS

CHECKING - OPERATING

Checking Account balance on February 28, 2025:	\$	363,564.13	
Plus March 2025 deposits to date:		<u>0.00</u>	
Total Operating Checking Account funds available:	\$		363,564.13
Less funds transferred from Operating to FSA:			
Less funds transferred from Operating to Health:			
Less funds transferred from Operating to FL Class:			
Less March 2025 expenditures to date:		<u>(89,828.14)</u>	
Total Operating Checking Account funds expended/transferred to date:			<u>(89,828.14)</u>
 Balance in Local Checking Account at present:	 \$		 <u>273,735.99</u>

CHECKING - FL CLASS

Checking Account balance on February 28, 2025:	\$	<u>18,025,273.35</u>	
Plus funds transferred from Operating Checking to FL Class Cash:		<u>0.00</u>	
Total FL Class Cash Account funds available:	\$		18,025,273.35
 Total Net FL Class Cash expenditures to date:			 <u>0.00</u>
 Balance in FL Class Cash Account at present:	 \$		 <u>18,025,273.35</u>

CHECKING - PAYROLL

Checking Account balance on February 28, 2025:	\$	<u>0.00</u>	
Plus funds transferred from Operating Checking to Payroll Checking:		<u>0.00</u>	
Total Payroll Checking Account funds available:	\$		0.00
 Total Net Payroll Checking expenditures to date:			 <u>0.00</u>
 Balance in Local Payroll Checking Account at present:	 \$		 <u>0.00</u>

HEALTH INSURANCE CLAIMS FUND ACCOUNT

Checking Account balance on February 28, 2025:	\$	58.13	
Plus funds transferred from Operating Checking to Health Checking:		<u>0.00</u>	
Total Health Checking Account funds available:	\$		58.13
 Total Net Health Checking expenditures to date:			 <u>0.00</u>
 Balance in Local Health Checking Account at present:	 \$		 <u>58.13</u>

Plus FSA Account		<u>18,677.14</u>	
Total Local Funds:	\$		<u>18,317,744.61</u>

STATE I ACCOUNT FUNDS

CHECKING - OPERATING

February 28, 2025:	\$	<u>1,055,406.97</u>	
Plus March 2025 deposits to date:		<u>0.00</u>	
Total Checking Account funds available:	\$		1,055,406.97
 Less funds transferred to Operating Checking:			
Less March 2025 expenditures to date:	\$	<u>0.00</u>	
Total State I Checking Account funds expended/transferred to date			<u>0.00</u>
 Balance in State I Checking Account at present:	 \$		 <u>1,055,406.97</u>

**CASH DISBURSEMENTS
FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

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

Commissioners:

I herewith tender to you Cash Disbursements February 1, 2025 to February 28, 2025:

Check No.	Payment Date	Remit To	Payment Amt.
ACH	2/5/2025	Florida Division of Retirement	118,394.95
ACH	2/4/2025	Centennial Bank (Payroll)	446.74
ACH	2/4/2025	EFTPS	74.02
ACH	2/14/2025	Centennial Bank (Payroll)	152,476.42
ACH	2/14/2025	EFTPS	54,067.39
ACH	2/14/2025	Florida State Disbursement Unit	411.78
ACH	2/14/2025	Florida State Disbursement Unit	278.42
ACH	2/14/2025	Florida State Disbursement Unit	476.65
ACH	2/14/2025	Florida State Disbursement Unit	209.19
ACH	2/14/2025	Empower Retirement	5,820.35
ACH	2/14/2025	Empower Retirement	2,077.00
ACH	2/20/2025	CIGNA Healthcare	75,171.38
ACH	2/21/2025	Centennial Bank	6,258.96
ACH	2/21/2025	Centennial Bank	796.00
ACH	2/21/2025	Centennial Bank	2,985.94
ACH	2/24/2025	Centennial Bank	10,897.83
ACH	2/28/2025	Centennial Bank	2,504.87
ACH	2/28/2025	Centennial Bank	12,496.99
ACH	2/28/2025	Wex Bank	196.19
ACH	2/28/2025	Centennial Bank (Payroll)	152,654.99
ACH	2/28/2025	EFTPS	54,560.84
ACH	2/28/2025	Florida State Disbursement Unit	411.78
ACH	2/28/2025	Florida State Disbursement Unit	278.42
ACH	2/28/2025	Florida State Disbursement Unit	761.53
ACH	2/28/2025	Florida State Disbursement Unit	209.19
ACH	2/28/2025	Empower Retirement	6,120.35
ACH	2/28/2025	Empower Retirement	2,077.00
ACH	2/28/2025	Centennial Bank (Payroll)	5,091.24
ACH	2/28/2025	EFTPS	1,457.70
121460	2/7/2025	A Able Locksmith	2,000.00
121461	2/7/2025	Carrie Atwood Cerninara (Reimbursement for Work Pants & Boots)	350.00
121462	2/7/2025	Adapco, Inc.	47,040.00
121463	2/7/2025	Airgas USA, LLC	3,425.00
121464	2/7/2025	Airgas Dry Ice	495.41
121465	2/7/2025	Amazon Capital Services	3,260.64
121466	2/7/2025	BASIC Benefits (COBRA Administration Fee)	72.42
121467	2/7/2025	Jason Bynum (Reimbursement for Work Pants & Boots)	343.05
121468	2/7/2025	Corey Brindisi (Reimbursement for Work Boots)	128.25

LOCAL ACCOUNT CONTINUED


121469	2/7/2025	Century Fire Protection	804.00
121470	2/7/2025	Century Fire Protection	333.00
121471	2/7/2025	Compliance Signs, LLC	102.14
121472	2/7/2025	APG Media	424.66
121473	2/7/2025	DSLX.NET	3,275.00
121474	2/7/2025	Enterprise FM Trust	18,703.27
121475	2/7/2025	Florida Keys Aqueduct Authority	288.88
121476	2/7/2025	Florida Keys Aqueduct Authority	87.00
121477	2/7/2025	Florida Keys Electric Coop Assn Inc	416.57
121478	2/7/2025	Forestry Suppliers, Inc.	236.84
121479	2/7/2025	Florida Mosquito Control Association	2,200.00
121480	2/7/2025	Garrett's A/C & Refrigeration	925.00
121481	2/7/2025	Grainger	1,856.01
121482	2/7/2025	HeliStream, Inc.	21,250.00
121483	2/7/2025	Owen Hamel (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	90.00
121484	2/7/2025	Tony Hernandez (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	94.00
121485	2/7/2025	Lawrence J. Hribar, PhD (Per Diem/Travel Reimbursement DODD 1/28-31/2025)	45.00
121486	2/7/2025	ISOLAIR, Inc.	142.46
121487	2/7/2025	John M. Ellsworth Co., Inc	859.22
121488	2/7/2025	Keys Consortium/Keys Mobile Medical Services	45.00
121489	2/7/2025	Keys Sanitary Service (RCR0208)	227.70
121490	2/7/2025	LEAF	69.95
121491	2/7/2025	Level 4 Telcom	529.60
121492	2/7/2025	Robert Lee (Reimbursement for Work Boots)	122.52
121493	2/7/2025	Victor Lopez (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	79.00
121494	2/7/2025	Tyler Machamer (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	90.00
121495	2/7/2025	Peter Mudry (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	75.00
121496	2/7/2025	Vanessa Nicholson (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	79.00
121497	2/7/2025	Kelly Pointer (Reimbursement for Work Pants & Boots)	337.95
121498	2/7/2025	Ramona's	364.00
121499	2/7/2025	Rocket Cooling	145.00
121500	2/7/2025	Steven Rutherford (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	79.00
121501	2/7/2025	Joseph R. Sheriff (Reimbursement for Work Boots)	118.19
121502	2/7/2025	Monroe County Solid Waste	327.47
121503	2/7/2025	Streamline	1,050.00
121504	2/7/2025	Sunshine Gasoline Distributors, Inc.	1,676.62
121505	2/7/2025	UniFirst Corporation	2,082.65
121506	2/7/2025	Verizon Wireless	2.28
121507	2/7/2025	Verizon Wireless	3,916.58
121508	2/7/2025	Vernis & Bowling of the Florida	2,350.00
121509		**VOID**	0.00
121510		**VOID**	0.00
121511		**VOID**	0.00
121512		**VOID**	0.00
121513	2/7/2025	Vernis & Bowling of the Florida	2,338.00
121514	2/7/2025	Chris Von Molnar (Per Diem/Travel Reimbursement DODD 1/27-30/2025)	49.00
121515	2/7/2025	Waste Management of Florida Keys	483.25

LOCAL ACCOUNT CONTINUED

121516	2/7/2025	Xerox Corporation	981.82
121517	2/11/2025	Bette Brown (Per Diem/Travel Reimbursement Mtg 2/11/2025)	76.00
121518	2/11/2025	Jill Cranney-Black (Per Diem/Travel Reimbursement Mtg 2/11/2025)	88.60
121519	2/11/2025	Phillip L. Goodman (Per Diem/Travel Reimbursement Mtg 2/11/2025)	61.30
121520	2/11/2025	Brandon Pinder (Per Diem/Travel Reimbursement Mtg 2/11/2025)	90.84
121521	2/11/2025	Stanley Zuba (Per Diem/Travel Reimbursement Mtg 2/11/2025)	72.92
121522	2/14/2025	United Way of the Florida Keys	13.00
121523	2/14/2025	Advance Auto Parts	51.12
121524	2/14/2025	Advance Auto Parts	198.53
121525	2/14/2025	Advance Auto Parts	750.49
121526	2/14/2025	Aflac	3,113.88
121527	2/14/2025	Airgas Dry Ice	518.17
121528	2/14/2025	Amazon Capital Services	1,395.78
121529	2/14/2025	Keys Auto Supply	395.07
121530	2/14/2025	Keys Auto Supply	792.25
121531	2/14/2025	Bette Brown (Per Diem/Travel Reimbursement DODD 1/29-31/2025)	41.00
121532	2/14/2025	CompassCom	3,767.40
121533	2/14/2025	Federal Express	244.71
121534	2/14/2025	Forestry Suppliers, Inc.	369.85
121535	2/14/2025	Stephanie Faucett (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	79.00
121536	2/14/2025	Phillip L. Goodman (Per Diem/Travel Reimbursement DODD 1/28-31/2025)	79.00
121537	2/14/2025	Bruce L. Holden (Per Diem/Travel Reimbursement Mtgs 1/21 & 2/11/2025)	30.00
121538	2/14/2025	Home Depot Credit Services	342.74
121539	2/14/2025	KLI Shell Lumber & Hardware Headquarters	199.75
121540	2/14/2025	LEAF	413.70
121541	2/14/2025	Marathon Garbage Service, Inc.	1,366.21
121542	2/14/2025	James Ozmar (Reimbursement for District Training Expense)	59.95
121543	2/14/2025	PPLSI	523.97
121544	2/14/2025	Alberto Ruiz (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	94.00
121545	2/14/2025	Strunk Ace Hardware	72.76
121546	2/21/2025	Airbus Helicopters, Inc	3,548.76
121547	2/21/2025	Airgas Dry Ice	495.41
121548	2/21/2025	Keys All Area Roofing, Inc.	7,900.00
121549	2/21/2025	Amazon Capital Services	2,321.61
121550	2/21/2025	Admirals Lock & Safe	195.00
121551	2/21/2025	Michael Bonhag (Reimbursement for Work Pants & Boots)	334.13
121552	2/21/2025	Boeing Distribution, Inc.	355.21
121553	2/21/2025	Curry & Sons Printing	134.00
121554	2/21/2025	Fisher Scientific	8,460.77
121555	2/21/2025	State of Florida	135.06
121556	2/21/2025	Florida Keys Aqueduct Authority	690.95
121557	2/21/2025	Florida Keys Electric Coop Assn Inc	2,928.86
121558	2/21/2025	Florida Mosquito Control Association	15,000.00
121559	2/21/2025	Genset Services, Inc	116.00
121560	2/21/2025	Raycel Godoy (Reimbursement for Work Pants & Boots)	334.32
121561	2/21/2025	HeliStream, Inc.	10,625.00
121562	2/21/2025	HemoStat Laboratories	39.00

LOCAL ACCOUNT CONTINUED

121563	2/21/2025	**REVERSED**	0.00
121564	2/21/2025	Low Cut Lawn Care LLC	1,600.00
121565	2/21/2025	Standard Insurance Co.	7,990.20
121566	2/21/2025	Sunshine Gasoline Distributors, Inc.	1,486.51
121567	2/21/2025	Wex Bank	58.53
121568	2/21/2025	TK Elevator Corporation	4,042.12
121569	2/21/2025	John M. Ellsworth Co., Inc	933.77
121570	2/28/2025	Aflac	2,075.92
121571	2/28/2025	Aflac	44.20
121572	2/28/2025	Airgas Dry Ice	495.41
121573	2/28/2025	Allen, Norton & Blue, P.A.	2,700.00
121574	2/28/2025	Amazon Capital Services	1,869.11
121575	2/28/2025	Aviation Survival	3,940.00
121576	2/28/2025	APG Media	701.31
121577	2/28/2025	Florida Keys Electric Coop Assn Inc	406.28
121578	2/28/2025	Frontier Precision, Inc	20,355.00
121579	2/28/2025	Genset Services, Inc	132.00
121580	2/28/2025	Rex Hopkins (Per Diem/Travel Reimbursement 2/12-15/2025)	364.00
121581	2/28/2025	The Key West Weekly	75.00
121582	2/28/2025	FinQuery, LLC	8,304.00
121583	2/28/2025	Marie's Cleaning	1,000.00
121584	2/28/2025	McKinsey Steel & Supply of Florida, Inc.	2,010.00
121585	2/28/2025	The N2 Company	200.00
121586	2/28/2025	Capital One Trade Credit	303.92
121587	2/28/2025	Publix Super Markets, Inc.	953.67
121588	2/28/2025	Rubin, Turnbull & Associates Inc	2,200.00
121589	2/28/2025	Wex Bank	445.90
121590	2/28/2025	Specialty Hardware Supply, Inc.	184.23
121591	2/28/2025	Standard Insurance Co.	5,592.29
121592	2/28/2025	Staples Business Credit	139.46
121593	2/28/2025	West Marine Pro	147.81
121594	2/28/2025	United Way of the Florida Keys	13.00
		Positive Pay	82.20
		Transfer - Healthcare	91,498.25
Total Local Account Cash Disbursements			\$ 1,027,791.67

Respectfully Submitted,

 Bruce Holden, Director of Finance
 Florida Keys Mosquito Control District

STATE I ACCOUNT

Check No.	Payment	Remit To	Payment Amt.
1197	2/7/2025	Owen Hamel (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	\$ 180.00
1198	2/7/2025	Victor Lopez (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	\$ 156.00
1199	2/7/2025	Tyler Machamer (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	\$ 180.00
1200	2/7/2025	Peter Mudry (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	\$ 150.00
1201	2/7/2025	Vanessa Nicholson (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	\$ 156.00
1202	2/7/2025	Steven Rutherford (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	\$ 156.00
1203	2/7/2025	Chris Von Molnar (Per Diem/Travel Reimbursement DODD 1/27-30/2025)	\$ 101.00
1204	2/7/2025	Tony Hernandez	\$ 186.00
1205		**VOID**	\$ -
1206	2/7/2025	Larry Hribar (Per Diem/Travel Reimbursement DODD 1/28-31/2025)	\$ 311.20
1207	2/14/2025	Stephanie Faucett (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	\$ 161.00
1208	2/14/2025	Alberto Ruiz (Per Diem/Travel Reimbursement DODD 1/26-31/2025)	\$ 186.00
1209	2/14/2025	Bette Brown (Per Diem/Travel Reimbursement DODD 1/29-31/2025)	\$ 426.90
1210	2/14/2025	Phillip L. Goodman (Per Diem/Travel Reimbursement DODD 1/28-31/2025)	\$ 158.20
1211	2/28/2025	Shell	\$ 477.83
Total STATE I Account Cash Disbursements			\$ 2,986.13

Respectfully Submitted,



Bruce Holden, Director of Finance
 Florida Keys Mosquito Control District

Item 10b

Resolution 2025-05
Marathon Airport
Lease and Through
the Fence
Agreement

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT
RESOLUTION NO. 2025-05**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL
DISTRICT APPROVING THE LEASE AGREEMENT BETWEEN THE
FLORIDA KEYS MOSQUITO CONTROL DISTRICT AND MONROE
COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, Monroe County owns the property known as the Florida Keys Marathon International Airport, located in Marathon, Monroe County, Florida; and

WHEREAS, the District owns property adjacent to the Florida Keys Marathon International Airport, which includes an aircraft hangar, laboratory, administrative offices, and operational facilities; and

WHEREAS, the District has identified the need for a designated route to the airfield to ensure that its aircraft can safely and efficiently enter the Airport’s defined airspace in order to conduct its flight operations; and

WHEREAS, the District and Monroe County have negotiated a lease agreement that outlines the terms and conditions for the use of the property in a manner beneficial to both parties, attached hereto as Exhibit “A”; and

WHEREAS, the lease agreement provides the District with necessary rights, services, and privileges in connection with flight operations at the Florida Keys Marathon International Airport property; and

WHEREAS, The District and Monroe County have agreed to execute a separate memorandum of understanding which will allow the District to continue its standard refueling operations which include allowing the fuel truck onto airport property in order to access the District’s fuel depot for one hundred and twenty days (120) from the date of execution of the lease agreement; and

WHEREAS, The District’s approval and acceptance of the lease agreement is wholly conditioned upon execution of the aforementioned memorandum of understanding; and

WHEREAS, the Board desires to approve the lease agreement with Monroe County; and

WHEREAS, the Board of Commissioners of the Florida Keys Mosquito Control District has reviewed the proposed lease and determines it to be in the best interest of the District.

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

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

Section 2. Support of Lease. The Board of Commissioners of the District finds entering into this lease agreement is in the best interest of the public so that the District can continue its flight operations uninterrupted.

Section 3. Authorization of District Officials. The Executive Director and/or her designee and District staff are authorized to execute the Lease Agreement provided by The Florida Keys Marathon International Airport.

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

PASSED AND ADOPTED by the Florida Keys Mosquito Control District at a regular meeting of said Board Officials held on the 11th of March 2025.

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

ATTEST:

FLORIDA KEYS MOSQUITO CONTROL DISTRICT

Andrea Leal, Executive Director

Date

Chairman Phil Goodman

Date

EXHIBIT A

LEASE AGREEMENT
BETWEEN MONROE COUNTY AND
THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT

THIS AGREEMENT, made and entered into this 25th day of March, 2025, by and between MONROE COUNTY, a political subdivision of the State of Florida, hereafter "LESSOR" or "COUNTY", whose address is 1100 Simonton Street, Key West, Fl. 33040 and FLORIDA KEYS MOSQUITO CONTROL DISTRICT, an independent special district, whose address is 5224 College Road, Key West, Fl. 33040 hereafter "LESSEE" or "FKMCD".

WHEREAS, LESSOR owns the property known as the Florida Keys Marathon International Airport, located in Marathon, Monroe County, Florida, hereinafter referred to as "Airport"; and,

WHEREAS, LESSEE owns property adjacent to the Airport upon which LESSEE has an aircraft hangar, laboratory, administrative offices, and operations area; and,

WHEREAS, LESSEE's property is located within the final approach corridor of the runway; and,

WHEREAS, LESSEE desires direct access onto the Airport for purposes of conducting FKMCD flight operations; and

WHEREAS, LESSEE's flight operations require a designated route to the airfield so that aircraft may enter the Airport's defined airspace in a coordinated manner with other operating aircraft; and

WHEREAS, the FKMCD facility is a secure compound that can only be entered via a security control and protection system; and

WHEREAS, LESSEE desires to obtain certain rights, services, and privileges in connection with said property, and the COUNTY is willing to grant and lease the same to LESSEE, upon the terms and conditions hereinafter stated, now, therefore,

IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, LESSOR does hereby grant and lease unto LESSEE, and LESSEE does hereby lease from LESSOR, certain premises, rights and privileges as follows, to wit:

WITNESSETH:

1. Premises. LESSOR leases unto said LESSEE the right of ingress and egress, to and from the Airport. Such ingress and egress shall be allowed only onto said Airport and only from LESSEE's adjacent ramp and hangar as shown on Exhibit B (property map) attached and incorporated as Exhibit "B".

2. Term. The above-described rights of ingress and egress shall commence on the 1st day of April, 2025 and terminate March 31, 2035.

3. Lease. The LESSEE hereby covenants and agrees to pay the LESSOR an initial sum of \$1,014.68 per month, or \$12,176.12 per year, for direct access onto the Airport for purposes of conducting FKMCD flight operations. Following the initial year of this lease, and through year five, the annual lease sum will be incrementally adjusted to a pre-determined rate to reach the currently appraised market value in year five as follows:

	Area	Rate/ Sq Ft.	Market Rate
Aeronautical Land	13,200	\$ 0.40	\$ 5,280.00
Aeronautical Pavement	12,650	\$ 0.45	\$ 5,692.50
TTF Access Fee	59,541	\$ 0.40	\$ 23,816.40
Year 5 Annual Total			\$ 34,788.90

The lease is calculated as follows for years one through five:

	Year 1	Year 2	Year 3	Year 4	Year 5
Aeronautical Land	\$1,848.00	\$2,904.00	\$3,960.00	\$5,016.00	\$5,280.00
Aeronautical Pavement	\$1,992.38	\$3,130.88	\$4,269.38	\$5,407.88	\$5,692.50
TTF Access Fee	\$8,335.74	\$13,099.02	\$17,862.30	\$22,625.58	\$23,816.40
TOTAL ANNUAL	\$12,176.12	\$19,133.90	\$26,091.68	\$33,049.46	\$34,788.90
TOTAL MONTHLY	\$1,014.68	\$1,594.49	\$2,174.31	\$2,754.12	\$2,899.08

At year six of the lease the rates shall be reevaluated by a market appraisal of the property. The appraisal shall set the new base rent beginning in year six. Years seven through ten of the lease shall be adjusted each year by a percent equal to the increase in the CPI for all urban consumers (CPI- U) above that of the prior calendar year or 2.5%, whichever is greater. If LESSEE elects to pay the rent in one annual installment, such yearly rent shall be payable, in full, on or before the 1st of the month the lease was executed or the 1st of each year. LESSEE shall NOT be entitled to receive a rent credit for the estimated value of mosquito control services at Marathon International Airport. All payments are due at the Airports Business Office, 9400 Overseas Highway, Marathon, FL 33050.

4. **Covenants.** The LESSEE hereby covenants and agrees with the LESSOR as follows;

A. LESSEE shall have the right of access to the Marathon Airport leasehold area from its operations area off airport property. Said operations area is located immediately adjacent to the Runway Protection Zone, and directly in line with the final approach corridor and transitional surfaces, of Runway 25. Access to the Marathon Airport, and its defined airspace, is critical to the safety of LESEEE'S operations.

B. Said operations area shall be used only for purposes of carrying out the functions of air operations of the Florida Keys Mosquito Control District.

C. No commercial maintenance of aircraft, no commercial activities, nor any other aviation business shall be conducted in the hangars or operations area by LESSEE. LESSEE'S hangars shall be utilized solely for housing and/or repairing FKMCD aircraft. There shall be no storage of vehicles or equipment on Airport property.

D. LESSEE is encouraged to utilize the on-airport FBO for all aviation fueling needs. Fueling or servicing of aircraft on the leased premises must be in accordance with the National Fire Protection Association (NFPA) Code 407 and all pertinent FAA Part 139 regulations. The fuel tank and refueling station shall be utilized solely for fueling FKMCD aircraft and shall also adhere to the regulatory requirements of FAA Part 139 for fueling on airport. If fueling is conducted by LESSEE, LESSEE shall submit a full quality controlled fueling program for review and approval by the Airport Director. Should such quality control program not meet the standards set forth by the Airport Director all fueling henceforth shall immediately be purchased from the FBO. No FKMCD fueling vehicles shall be permitted on any part of the Airport.

E. To pay the LESSOR the rent at the times and in the manner provided for by this lease.

F. To allow LESSOR, with reasonable notice given to LESSEE, to inspect LESSEE'S premises described in Exhibit "B", for the purpose of ascertaining the performance of the covenants herein.

G. **Insurance Requirements.** FKMCD shall have the option to either self-insure or to obtain commercial insurance coverage in the amounts listed below. If FKMCD chooses to self-insure, FKMCD agrees that FKMCD will be fully responsible for providing insurance protection to the COUNTY at least equal in value and protection as the COUNTY would enjoy if commercial coverage had been obtained as provided by the requirements set forth below.

1) FKMCD will obtain or possess the following insurance coverages and will provide Certificates of Insurance to the COUNTY to verify such coverage;

Commercial General Liability. FKMCD: shall provide coverage for all premises and operations including Contractual, Products, and Completed Operations, and Personal/Advertising Injury. The limits shall not be less than;

\$5,000,000 Combined Single Limits (CSL) or its equivalent
If split limits are provided, the minimum limits acceptable shall be;
\$5,000,000 per occurrence,
\$500,000 per person,
\$100,000 Property Damage
The General Aggregate limit shall either apply separately to this agreement or shall be at least twice the required occurrence limits.

Business Automobile Liability. FKMCD shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than;
\$5,000,000 CSL or its equivalent
If split limits are provided, the minimum limits acceptable shall be;
\$5,000,000 per occurrence
\$500,000 per person
\$100,000 Property Damage

Aircraft Liability. FKMCD will provide coverage for limits of not less than \$15,000,000 per occurrence.

Worker's Compensation. FKMCD shall provide coverage with limits sufficient to respond to the applicable state statutes.

Employer's Liability. FKMCD shall provide Employer's Liability insurance with limits of not less than;
\$1,000,000 Bodily Injury by Accident,
\$1,000,000 Bodily Injury by Disease, policy limits and
\$1,000,000 Bodily Injury by Disease, each employee.

Property Insurance. FKMCD shall provide coverage for all premises governed by this agreement with limits no less than the Replacement Cost Value of the leased premises and as a minimum shall include coverages consistent with the latest version of the Special Form as filed by the Insurance Services Office (ISO) and shall include as a minimum coverage for claims arising out of Fire, Sprinkler Leakage, Windstorm, Civil Commotion, Lightning, Sinkhole Collapse, Smoke, Aircraft and Vehicle Damage, Vandalism, Falling Objects, Explosion and Flood.

2) The Monroe County Board of County Commissioners will be included as "Additional Insured" on all policies, except for Worker's Compensation.

In addition, the Monroe County Board of County Commissioners shall be named as Loss

Payee on any property insurance placed on the leased facilities.

3) All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the COUNTY by the insurer.

4) The acceptance and/or approval of FKMCD'S insurance shall not be construed as relieving FKMCD from any liability or obligation assumed under this lease or imposed by law.

5) FKMCD shall maintain the required insurance throughout the entire term of this lease and any extensions which may be entered into. The COUNTY, at its sole option, has the right to request a certified copy of any and all insurance policies required by this lease. Failure to comply with this provision shall be considered a default and the COUNTY may terminate the lease in accordance with paragraph 36.

Any deviations from these General Insurance Requirements must be requested in writing on the COUNTY prepared form entitled, "Request for Waiver of Insurance Requirements" and be approved by Monroe County Risk Management.

H. If LESSEE is notified that this lease has been violated for failure to maintain said adequate insurance coverage, upon notification, LESSEE shall immediately cause adequate insurance coverage to be provided, as stated in paragraph G, herein. Notwithstanding paragraph H, herein, LESSOR reserves the right to restrict all access to the airfield until it receives proof that such adequate insurance has been provided.

I. LESSEE shall keep his access gate to the Airport locked or secured by the security control and protection system except when in actual use for ingress and egress to the Airport.

J. This lease shall be binding upon the parties thereto, their successors, personal representatives, and assigns.

K. This lease shall be automatically cancelled should any condition of this lease be violated and not corrected with ten (10) days of written notice of the violation. In the event such violation is by a tenant of LESSEE, the commencing of diligent efforts to correct the violation shall preclude automatic cancellation. It is intended that LESSEE shall immediately commence litigation to correct any said violations if not so corrected within ten (10) days of the aforesaid written notice.

L. The base access fee amount (standard Airport rates and charges) agreed to herein may be adjusted annually at LESSOR's option, in accordance with the percentage change in the Consumer Price Index (CPI-U) for Wage Earners and Clerical Workers in the Miami, Florida, area index, and shall be based upon the annual average CPI-U computation from

January 1 through December 31 of the previous calendar year.

M. This lease is subject to approval by the Federal Aviation Administration.

N. This lease may not be assigned or subleased to new parties without the express written consent of LESSOR and the approval of the FAA. Approval shall be at the sole discretion of the LESSOR and/or the FAA.

5. Leasehold Improvements and Use. LESSEE has the right during the term hereof, at its own expense, to pave the unpaved portion of the leasehold.

LESSEE SHALL NOT PERFORM ANY OTHER LEASEHOLD IMPROVEMENT WITHOUT THE WRITTEN APPROVAL OF THE DIRECTOR OF AIRPORTS FOR THE FLORIDA KEYS MARATHON INTERNATIONAL AIRPORT.

LESSEE shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by LESSEE or any of its contractors or subcontractors on the leased premises or because of the performance of any work or labor upon or the furnishing of any materials for use at said premises, by or at the direction of LESSEE.

6. Common Areas. LESSEE shall have the right to use, in common with others, the Airport space and facilities to permit landing, taking off, loading, unloading and servicing of LESSEE'S aircraft, subject to reasonable rules and regulations of the COUNTY as to the use of such common spaces and facilities.

7. Maintenance of Premises. LESSEE shall be responsible for and shall properly maintain the leased premises, and upon the termination of this lease, shall leave the premises in at least as good condition as at the time of the commencement of this lease, normal use and occupancy excepted. LESSEE is responsible for and shall properly maintain the security fences and gates surrounding the leased premises and is also responsible for properly securing any portion of the premises being remodeled or under construction.

8. Inspection and Maintenance of Premises by COUNTY. The COUNTY and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the leased premises for the following purposes:

a) to inspect the leased premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether LESSEE has complied and is complying with the terms and conditions of this agreement with respect thereto;

b) to perform essential maintenance, repair, relocation, or removal of existing underground and overhead wires, pipes, drains, cables and conduits now located on or across the leased premises, and to construct, maintain, repair, relocate, and remove such facilities in the future as necessary to carry out the Master Plan of development of the Airport; provided, however, that said work shall be coordinated to minimize interfere with the operations of LESSEE and, provided further, that the entire cost of such work, including but not limited to

the cost of rebuilding, removing, relocating, protecting or otherwise modifying any fixed improvements at any time erected or installed in or upon the leased premises by LESSEE, the COUNTY or third parties, as a result of the exercise by the COUNTY of its rights hereunder, and all damage to such fixed improvements caused thereby, shall be borne by the COUNTY.

9. Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of COUNTY and LESSEE in this agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.

10. Books, Records and Documents. LESSEE shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement.

11. Governing Law, Venue, Interpretation. This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this agreement the COUNTY and LESSEE agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The COUNTY and LESSEE agree that, in the event of conflicting interpretations of the terms or a term of this agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

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

to the intent of the stricken provision.

13. Attorney's Fees and Costs. The COUNTY and LESSEE agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

14. Binding Effect. The terms, covenants, conditions, and provisions of this agreement shall bind and inure to the benefit of the COUNTY and LESSEE and their respective legal representatives, successors, and assigns.

15. Authority. Each party represents and warrants to the other that the execution, delivery, and performance of this agreement have been duly authorized by all necessary COUNTY and corporate action, as required by law.

16. Claims for Federal or State Aid. The COUNTY and LESSEE agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

17. Adjudication of Disputes or Disagreements. The COUNTY and LESSEE agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within thirty (30) days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Monroe County Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement by Florida law.

18. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this agreement, the COUNTY and LESSEE agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this agreement or provision of the services under this agreement. The COUNTY and LESSEE specifically agree that no party to this agreement shall be required to enter into any arbitration proceedings related to this agreement. A party who requests the other's party's participation in

accordance with the terms of this section shall pay all reasonable expenses incurred by the other party by reason of such participation.

19. Nondiscrimination. The COUNTY and LESSEE agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that LESSEE has discriminated against any person, this agreement automatically terminates without any further action on the part of any party, effective the date of the Court order. LESSEE agrees to comply with all Federal and Florida Statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

20. Covenant of No Interest. The COUNTY and LESSEE covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this agreement, and the only interest of each is to perform and receive benefits as recited in this agreement.

21. Code of Ethics. The COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

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

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

24. Legal Obligations and Responsibilities. Non-Delegation of Constitutional or Statutory Duties. This agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida Constitution, State Statute, and case law.

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

26. No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this agreement or be subject to any personal liability or accountability by reason of the execution of this agreement.

27. Indemnification. FKMCD, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious actions, which result in claims or suits against either COUNTY or FKMCD, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

COUNTY, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either the FKMCD or County, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.

28. Execution in Counterparts. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this agreement by signing any such counterpart.

29. Section Heading. Section headings have been inserted in this agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this agreement and will not be used in the interpretation of any provision of this agreement.

30. Default. Unless the COUNTY has accepted a rental installment after it has become due together with any applicable late payments and penalties, the failure to pay rental installments when due shall constitute a default under the terms of this lease. The failure to pay any other charges or fees when due under this lease shall constitute a default. Further, the failure of LESSEE to perform any other of the covenants of this lease, which failure shall continue for a period of ten (10) days, or for such longer period of time as may be reasonably required to rectify said failure through the exercise of prompt, diligent and continuous action, after notice thereof is given to LESSEE in writing by the COUNTY, shall also constitute a default under the terms of this lease. In the event of a default, the COUNTY may, at its option, declare the lease forfeited and may immediately re-enter and take possession of the leased premises and this lease shall terminate. If it shall be necessary to employ the services of an attorney in order to enforce its right under this paragraph, or to collect any of its rentals, fees, or charges due, the COUNTY shall be entitled to reasonable attorney's fees.

31. Termination of Convenience. Either party may cancel this lease agreement by giving sixty (60) days advanced written notice.

32. FAA Requirements. The parties shall comply with FAA Required Lease Clauses, which are listed in Exhibit A, attached hereto and made a part hereof

33. AIRPORT SECURITY

a. General. The Federal Transportation Security Administration is the federal agency primarily responsible for regulating the security measures utilized by the airport owner pursuant to the relevant provisions of Chapter 49, United States Code, and regulations adopted under the authority of the Code, including but not limited to 49 CFR 1540, et seq. Violations of the statutes or regulations may result in severe civil monetary penalties being assessed against the airport operator. It is the intent of the airport operator that the burdens and consequences of any security violations imposed upon the airport operator as a result of actions by an airport tenant or the airport tenant's employees, agents, invitees, or licensees shall be borne by the airport tenant.

b. Airport Tenant Defined. An airport tenant means any person, entity, organization, partnership, corporation, or other legal association that has an agreement with the airport operator to conduct business on airport property. The term also includes an airport tenant as defined in 49 CFR 1540.5. Each signatory to this agreement, other than the airport operator, is an airport tenant.

c. Airport Operator Defined. As used in this agreement, airport operator means Monroe County, Florida, its elected and appointed officers, and its employees.

d. Airport Property Defined. Airport property shall mean the property owned or leased by, or being lawfully used by, the airport operator for civil aviation and airport- related purposes. For purposes of this agreement, airport property is the property generally referred to as the Key West International Airport, the Florida Keys Marathon Airport, or both as may be set forth in this agreement.

e. Inspection Authority. The airport tenant agrees to allow Transportation Security Administration (TSA) authorized personnel, at any time or any place, to make inspections or tests, including copying records, to determine compliance of the airport operator or airport tenant with the applicable security requirements of Chapter 49, United States Code, and 49 CFR 1540, et seq. the extent permitted by the airport operator, with the Airport Security Program promulgated by the airport operator and approved by TSA, and also agrees to conform its' operations and business activities to the requirements of the Airport Security Program.

f. Airport Security Program. The airport tenant agrees to become familiar, to the extent permitted by the airport operator, with the Airport Security Program promulgated by the airport operator and approved by TSA, and also agrees to conform its' operations and business activities to the requirements of the Airport Security Program.

g. Tenant Security Program. If permitted under TSA regulations, the airport tenant may voluntarily undertake to maintain an Airport Tenant Security Program as referred to in 49 CFR 1542.113. If the airport tenant voluntarily promulgates an Airport Tenant Security Program that is approved by TSA, such program, as may be amended and approved from time to time, shall be automatically incorporated into this agreement.

h. Breach of Agreement. Should TSA determine that the airport tenant or one or more of the airport tenant's employees, agents, invitees, or licensees has committed an act or omitted to act as required, and such act or omission is a violation which results in TSA imposing a civil penalty against the airport operator in accordance with TSA's Enforcement Sanction Guidance Policy, such determination and imposition of a civil penalty by TSA shall be considered a significant breach of this agreement.

(1) Minimum Violation. If the violation is the first or second violation attributed to the airport tenant and is a civil penalty "minimum violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, mitigating, compromising, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures. If the violation is a third violation, or

there are multiple violations in excess of two violations, that is or are a civil penalty "minimum violation," the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this agreement, such cancellation to be effective thirty (30) calendar days after receipt by the airport tenant of written notice of cancellation of this agreement by the airport operator.

(2) Moderate Violation. If the violation is the first or second violation attributed to the airport tenant and is a civil penalty "moderate violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty "moderate violation," the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty (30) calendar days after receipt by the airport tenant of written notice of cancellation of this agreement by the airport operator.

(3) Maximum Violation. If the violation is the first violation attributed to the airport tenant and is a civil penalty "maximum violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines and penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport

tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a second violation, or there are multiple violations, that is or are a civil penalty "maximum violation," the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this agreement, such cancellation to be effective thirty (30) calendar by the airport operator.

(4) Mitigation of Breach. TSA has a policy of forgoing civil penalty actions when the airport operator detects violations, promptly discloses the violations to TSA, and takes prompt corrective action to ensure that the same or similar violations do not recur. This policy is known as the TSA Voluntary Disclosure Program Policy, and is designed to encourage compliance with TSA regulations, foster secure practices, and encourage the development of internal evaluation programs. The airport tenant agrees that upon detecting a violation the airport tenant will immediately report it to the airport operator. Should the TSA ultimately determine that the violation was committed by the airport tenant, or an employee, agent, invitee, or licensee of the airport tenant, but the violation should result in the issuance of a letter of correction in lieu of a civil penalty, then the airport tenant shall reimburse the airport operator the total costs incurred by the airport operator in investigating, defending, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, mitigation, or taking of remedial action measures. A violation resulting in the issuance of a letter of correction shall not be considered to be a breach of this agreement by the airport tenant.

(5) Survival of Subsection. This subsection 34h. shall survive the cancellation or termination of this agreement and shall be in full force and effect.

34. Rules and Regulations

A. COMPLIANCE. LESSEE shall comply with all ordinances of the COUNTY, including any reasonable rules and regulations with respect to use of Airport property, as the same may be amended from time to time, all additional laws, statutes, ordinances, regulations and rules of the federal, state and county governments, and any and all plans and programs developed in compliance therewith, which may be applicable to its operations, including specifically, without limiting the generality thereof, federal air and safety laws and regulations

and federal, state, and county environmental, hazardous waste and materials and natural resources laws, regulations and permits.

This agreement is subordinate to the County's obligations under federal aviation law and contractual commitments to the federal government. Upon a formal written declaration by the Federal Aviation Administration ("FAA") that a term or provision of the Agreement is inconsistent with federal aviation law or a contractual commitment to the FAA, the impermissible term shall be severed, without affecting the remainder of the Agreement. The parties may agree to amend the Agreement as provided herein as necessary to comply with the FAA's formal written declaration.

B. VIOLATIONS. LESSEE agrees to pay on behalf of the COUNTY any penalty, assessment, or fine, issued against the COUNTY, or to defend in the name of the COUNTY any claim, assessment, or civil action, which may be presented or initiated by any agency or office of the federal, state, or county governments, based in whole or substantial part upon a claim or allegation that LESSEE, its agents, employees or invitees have violated any law, ordinance, regulation, rule or directives described in 34(A) above.

35. Rights Reserved. Rights not specifically granted to LESSEE by this Agreement are reserved to the COUNTY.

36. Mutual Review. This agreement has been carefully reviewed by LESSEE and the COUNTY, therefore this agreement is not to be construed against either party on the basis of authorship.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed in its name, and the party of the second part has signed these presents, in duplicate, all as of the day and year first above written.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

By: _____
Mayor/Chairperson

Date: _____

(SEAL)
ATTEST:

FLORIDA KEYS MOSQUITO
CONTROL BOARD

By: _____
Director

By: _____
Chairperson

Date: _____

EXHIBIT A

FAA REQUIRED LEASE CLAUSES

1. This lease shall be subject to review and re-evaluation at the end of each 1 year period, by the airport owner and the rent may be adjusted according to their action, not to exceed the Consumer Price Index rate during the last 12 month period, or;

Land less improvements will be appraised every 5 years and the adjusted rental will be based on normally 10-12 percent of the appraised value. If disputed, lessor obtains appraisal at his expense and lessor/lessee equally share expense for review appraisal that establishes fair market value.

2. The tenant for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing or services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

3. It shall be a condition of this lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

4. This lease and all provisions hereof are subject to any ordinances rules or regulation which have been, or may hereafter be adopted by the Airport Owner pertaining to the Florida Keys Marathon International Airport.

5. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on parts of the airport.

EXHIBIT B

