

November 2nd

2005

**KEY LARGO WASTEWATER TREATMENT DISTRICT
BOARD OF COMMISSIONERS**

AGENDA



**Wednesday, November 2, 2005 at 5:00 PM
98880 Overseas Hwy
Key Largo, FL 33037**

**Charles Brooks
Gary Bauman
Andrew Tobin
Glenn Patton
Claude Bullock**

**Chairman
Vice Chairman
Secretary-Treasure
Commissioner
Commissioner**

.....
**Charles F. Fishburn
Thomas Dillon
Carol Walker**

**General Manager
District Counsel
Board Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the KLWTD Board, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Board Clerk at 305-451-5105 at least 48 hours in advance to request accommodations.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. ANNUAL ELECTION OF OFFICERS**
 - a) Chairman**
 - b) Vice Chairman**
 - c) Secretary Treasure**
- E. APPROVAL OF AGENDA WITH ANY ADDITIONS OR DELETIONS**
- F. PUBLIC COMMENT**

G.	COMMISSIONERS ROUND TABLE	
H.	COMMISSIONER ITEMS	
1.	Calusa Campground (Commissioner Tobin)	TAB 1
I.	BULK ITEMS	
J.	ACTION ITEMS	
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TAB 3

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 2, 2005

Agenda Item No. 3

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

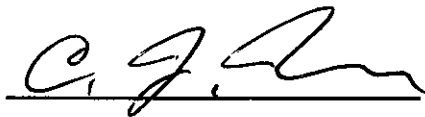
☐ Other:

SUBJECT: Regional Treatment Plant Engineering Service Work Order

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 10-17-05



Originating Department: General Manager Charles Fishburn	Costs: Approximately \$742,400 Funding Source: County Grant and SRF Loan Acct.	Attachments: Work Order
Department Review: <input checked="" type="checkbox"/> District Counsel <u>JD</u> <input checked="" type="checkbox"/> General Manager <u>C.F.</u> <input type="checkbox"/> Finance _____	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk _____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Arcadis and MWH have proposed the engineering for the Regional Treatment Plant, and Deep Injection Wells. Staff and Arcadis/MWH have agreed by conference call on changes to the work order but due to Hurricane Wilma Arcadis and MWH have not been able to return to their offices to produce a written version. Ed Castle will be on vacation at the second meeting in November.

Staff will attempt to have an agreed upon copy of the revised proposal to the Board at least 24 hours before the meeting. If this is not achieved this item will be moved to the November 16, 2005 meeting.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised



Infrastructure, environment, buildings

Mr. Charles F. Fishburn
General Manager
Key Largo Wastewater Treatment District
98880 Overseas Highway
Key Largo, Florida 33037

ARCADIS G&M, Inc.
712 US Highway One
Suite 200
North Palm Beach
Florida 33408
Tel 561 881 0077
Fax 561 881 0012
www.arcadis-us.com

Subject:

Clarification to ARCADIS Work Authorization No. 1
Engineering Design Services for Wastewater Treatment Plant Expansion
and Deep Injection Well

WATER RESOURCES

Dear Mr. Fishburn:

This letter serves to clarify ARCADIS Work Authorization (WA) No. 1 and the associated September 30, 2005 proposal. The clarification was requested by the Board at the District's October 19, 2005 Board meeting.

Date:

28 October 2005

On October 20, 2005, representatives of the ARCADIS/MWH team and the District agreed on the clarification, which yesterday through email was discussed by representatives of ARCADIS, MWH and District staff. As a result of Hurricane Wilma, ARCADIS south Florida offices have been closed and without power since Monday October 24. We do not have access to our electronic files; therefore we offer the following clarification as an addendum to WA No. 1. Revisions to the WA and proposal document will be made if deemed necessary once we have access to our files.

Contact:

Bill Lynch

Phone Extension:

18

Email:

blynch@arcadis-us.com

Our ref:

05-0087

The ARCADIS/MWH team concurs with District staff that the not-to-exceed fee we proposed in WA No. 1 is adequate to complete the design and permitting of +/- 2.25 mgd WWTP and injection well system capable of meeting applicable environmental, funding and building agency rules and regulations. Addendum No. 1 to our proposal, and references of it in the proposal are superceded by this clarification.

Florida License Numbers:

Engineering

EB00007917

Geology

GB310

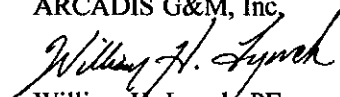
Landscape Architecture

LC26000269

Surveying

LB7062

Sincerely,
ARCADIS G&M, Inc.


William H. Lynch, PE
Vice President

Copies:

Patrick A. Mullen, MWH Americas, Inc.
Ed Castle, WEC

Part of a bigger picture

WORK AUTHORIZATION NUMBER 1

Under

Key Largo Wastewater Treatment District Consulting Agreement

With

ARCADIS G&M, Inc.

THIS WORK AUTHORIZATION NUMBER 1 is issued under and pursuant to that certain consulting agreement by and between the Key Largo Wastewater Treatment District ("District") and ARCADIS G&M, Inc. ("ARCADIS"), dated December 9, 2003.

WHEREAS, the District and ARCADIS entered into a master consulting agreement dated December 9, 2003 ("Consulting Agreement"), and

WHEREAS, in accordance with the Consultants' Competitive Negotiation Act, Section 287.055, Fla. Stat. ("CCNA"), the District in 2005 issued requests for Statements of Qualifications of interested consultants with respect to the design of a new wastewater treatment plant and associated facilities ("the Project"), and

WHEREAS, after consideration of the statements of qualifications received from interested consultants, the District selected ARCADIS as the highest ranked firm for the Project, and

WHEREAS, the District and ARCADIS have negotiated a contract at compensation that the District believes to be fair, competitive, and reasonable after analysis of the cost of the professional services required as well as their scope and complexity;

NOW THEREFORE, in consideration of the premises and in further consideration of the promises below, the District does hereby authorize ARCADIS to proceed with the work described in the attached proposal, dated September 30, 2005 ("Proposal"), subject to the following terms and conditions:

1. The work shall be conducted under and in accordance with the consulting agreement dated December 9, 2003, as the same has been amended, except as expressly provided herein.
2. The basis of compensation for the work shall be the unit rates provided in the Proposal Schedule B – Attachment C, subject to a not-to-exceed amount of \$742,400.00 for the Project. The parties acknowledge and agree that the amounts of time shown for various tasks and subtasks in Proposal Schedule B – Attachment C, are estimates, only, and that actual time spent on the various tasks and subtasks will likely vary from the amounts shown. However, in no event will that total compensation to ARCADIS exceed \$742,400 without the District's prior written authorization.
3. To the extent that any provision of the Consulting Agreement is inconsistent with this Work Authorization, such provision shall not apply to this Project. Without limiting the generality of the foregoing, to the extent that Schedule B to the Consulting Agreement provides or implies that any work performed by ARCADIS shall be compensated on a lump sum basis, said Schedule B shall not apply to this Project.
4. ARCADIS shall invoice the District on a monthly basis for work performed during the preceding month. All invoices will be supported by narrative time sheets listing, with respect to each block of time: the name of the person providing the services; a brief description of

the services provided; if the services consist of a meeting or phone call, the names of the other participants; the time spent, rounded up to the nearest 0.1 hour. The District shall review and pay all invoices in accordance with applicable provisions of the Florida Prompt Payment Act (Section 218.70, *et seq.* Fla. Stat.).

5. ARCADIS certifies that wage rates and other factual unit costs supporting the rates in Proposal Schedule B – Attachment C are accurate, complete, and current as of the date of the Proposal. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the project.

IN WITNESS WHEREOF, the parties have executed this Work Authorization No. 1 on the dates opposite their names.

ARCADIS G&M, Inc.

By: William H. Lynch

Date: _____

Name: William H. Lynch, PE
Its: Vice President

Key Largo Wastewater Treatment District

By: _____

Date: _____

Name: Charles Brooks
Its: Chairman

By: _____
Name: Andrew Tobin
Its: Secretary

Attest

District Counsel Endorsement

By: _____
Name: Carol Walker
Its: District Clerk

By: _____
Name: Thomas M. Dillon
Its: District Counsel



Mr. Charles F. Fishburn, General Manager
Key Largo Wastewater Treatment District
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Tavernier, Florida 33070

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www.arcadis-us.com

Subject:
Engineering Services and Addendum - Revised Proposal
Basis of Review, Conceptual Design, Permitting and Final Design
Expansion and Development of District Facilities

WATER RESOURCES

Dear Mr. Fishburn:

ARCADIS in association with MWH Americas, Inc. (ARCADIS/MWH team) appreciates the opportunity to provide this revised proposal for professional engineering services to Key Largo Wastewater Treatment District (District). This proposal has been revised for Task A, Wastewater Treatment Plant Expansion Design; and Task B, Reuse and/or Deep Injection Well Design, to be responsive to comments by you and District consulting engineer – The Weiler Corporation.

Date:
30 September 2005

Contact:
Bill Lynch

Extension:
18

Email:
blynch@arcadis-us.com

Our ref:
05-0087

Outline of Proposed Scope of Work

The proposed District Wastewater Treatment Plant (WWTP) Expansion Design (Task A) work scope includes five (5) tasks within a Concept Design Stage (A), five (5) tasks within a Preliminary Design Stage (B), four (4) tasks within a Final Design Stage (C) and two (2) tasks within a Bid Stage (D). The Reuse and/or Deep Injection Well Design task, identified herein as Task B, will include the Reuse Feasibility Study (Stage A), the design and permitting stages for a Class I, deep injection well system (Stage B) to be co-located with the new District WWTP, and the design and permitting of a reuse system (Stage C).

An outline of the basic Stages of work required under the two (2) primary tasks (Task A and Task B) is presented, followed by a detailed scope of engineering services. In addition, we have included a contingency amount for Task B – Stage C (Reuse System Design), in the event that stage of the work is authorized. The scope of that work will be developed during the Reuse Feasibility Study.

The regulations governing the minimum Reuse Feasibility Study requirements are defined in the Task B, Stage A subsection below; the basis of a reuse feasibility assessment is defined by economic feasibility considerations and the relative availability of land application sites and customers.

This proposal and its contents shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to ARCADIS as a result of—or in connection with—the submission of this proposal, ARCADIS and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use, or disclose the data contained in this proposal only to the extent provided in the resulting contract.

In addition, an Addendum to our Proposed Engineering Services is included to provide the assumptions used to develop a revised fee estimate. At the request of the District, we have provided a fee for final design (Stage C) services based on Task A proceeding as a package plant system. The Addendum is included with the attached Schedule B - Attachment C fee breakdown. The Addendum provides assumptions which provide the basis for specific design components of the proposed work:

- Basis-of-design data
- WWTP liquid stream
- Sludge/biosolids treatment
- Other treatment plant facility requirements
- Instrumentation requirements
- Civil/site/roads/drainage requirement
- Administration/operation/laboratory building
- Landscaping design
- Decommissioning/disposition of package treatment facilities
- Class I injection well system

Task A Summary - Wastewater Treatment Plant Planning and Design

Stage A.	Concept Design
Stage B.	Preliminary Design
Stage C.	Final Design
Stage D.	Bidding

Task B Summary - Reuse Feasibility Study and Deep Injection Well System

Stage A.	Reuse Feasibility Study
Stage B.	Injection Well System Design, Permitting and Bidding
Stage C.	Reuse System Design, Permitting and Bidding

Detailed Scope of Engineering Services and Fee

Task A: Proposed Scope of Work - Wastewater Treatment Plant

Stage A - Concept Design

Task 1 - Start-Up and Data Collection

Upon receipt of notice to proceed, the ARCADIS/MWH team will hold a start-up meeting with the District staff to coordinate project efforts as a Project Team. The Project Team will collect and evaluate all data, reports, and drawings relevant to the

design of the expansion of the District WWTP. It is understood that District staff will provide all relevant population, equivalent dwelling unit (EDU) and flow data in accordance with the duration referenced in the schedule attached to the August 10, 2005 proposal (and also attached to this revised proposal). Data required includes:

- Previous reports
- Population figures
- Property data (developed/undeveloped)
- EKAA water usage data (monthly data and any measured peak flow data)
- Flow estimates for KL Trailer Village/KL Park/Calusa Campground projects
- District engineer flow estimates for North and South KL WTD basins (WLEC)
- New flow estimates for the Sexton Cove Lake Surprise project (CPII)

Task 2 – Basis of Design Data Review

ARCADIS/MWH team will conduct a review of basic design data in order to ensure that the design of the District WWTP is based on sound design assumptions. Basic data includes influent flows and pollutant loadings.

WWTP Flow Review

The ARCADIS/MWH team will conduct a review of design flows to the District WWTP including: seasonal flow variations, peak factor analysis (max. month, max. day, and peak hour). This flow data will be checked in terms of population, EDUs and water consumption as well as data for existing package wastewater treatment plants. Where flow data is available it will be used to support the use of design flows and peaking factors. Where it is not available, the ARCADIS/MWH team will use best engineering practices to estimate these amounts.

The ARCADIS/MWH team also will develop a graphical projection of flow build-up over time to the projected “build-out” capacity of the plant, which is given in the RFQ as 2.25 million gallons per day (mgd). The project flow build-up over time graph will serve to review potential plant construction phasing. In developing the concept design of the District WWTP, the ARCADIS/MWH team will also consider the potential for addition of 1.5 mgd from the Village of Islamorada.

WWTP Load Analysis

The ARCADIS/MWH team understands that the influent concentrations used in the design of the District WWTP are as follows:

- Biochemical Oxygen Demand (BOD₅) = 250 mg/l
- Total Suspended Solids (TSS) = 250 mg/l
- Total Nitrogen (TN) = 40 mg/l
- Total Phosphorus (TP) = 8 mg/l

- Total Alkalinity (as CaCO_3) = 150 mg/l

These concentrations will be compared to standard per capita loadings to ensure that it is acceptable:

- Biochemical Oxygen Demand (BOD_5) = 0.2 lb/cap/day
- Total Suspended Solids (TSS) = 0.2 lb/cap/day
- Total Nitrogen (TN) = 0.02 lb/cap/day
- Total Phosphorus (TP) = 0.005 lb/cap/day

Pollutant concentrations for existing wastewater treatment plants in the District's area also will be checked to ensure this data is acceptable.

ARCADIS/MWH will also assess the potential for any toxics in the District WWTP influent. Sources may include biocides used by mobile homes. ARCADIS/MWH understands that effluent requirements for the District are as follows:

- Biochemical Oxygen Demand (BOD_5) = 5 mg/l
- Total Suspended Solids (TSS) = 5 mg/l
- Total Nitrogen (TN) = 3 mg/l
- Total Phosphorus (TP) = 1 mg/l

Evaluation of Existing District Phase I WWTP

Next, the ARCADIS/MWH team will carry out an evaluation of the existing District Phase I WWTP, currently under construction as part of the Key Largo Trailer Village/Key Largo Park project. This evaluation will focus on the integration/phasing out of existing facilities. This evaluation will include:

- Continued use of administrative building facilities
- Continued use/upgrading of power supply/generator facilities.
- Decommissioning/disposal/sale of package treatment facilities
- Continued use/upgrade effluent disposal facilities (esp. shallow wells)
- Continued use/upgrade of pumping facilities
- Continued use/upgrade of other site facilities

Task 3 - WWTP Treatment Technology Evaluation

WWTP Liquid Stream

The ARCADIS/MWH team will undertake a comparative evaluation of treatment 'technologies' to identify the most appropriate and cost effective technology for this plant. At the request of the District, the technologies to be considered will be those

available using a package plant solution. The technologies to be reviewed include:

- Sequencing Batch Reactors
- Oxidation Ditches (BNR)
- Membrane Bio-Reactors (MBRs)

Alternatives will be compared on their technical merits and ranked using a criteria comparison matrix. The criteria will be presented to and discussed with District staff to confirm that comparisons are made considering factors important to the District.

Limiting assumptions have been made regarding the basis of the design stage services, and those assumptions are provided in Addendum 1 (to this proposal).

Disinfection Alternatives Assessment

The ARCADIS/MWH team will undertake a comparative evaluation of treatment technologies to identify the most appropriate and cost effective technology for this plant. The technologies to be reviewed include:

- Chlorination (liquid hypochlorite)
- Ultraviolet (UV) Disinfection
- Others if appropriate

Alternatives will be compared on their technical merits and ranked using a criteria comparison matrix, developed with the District's input as described above.

Sludge/Biosolids Treatment

The ARCADIS/MWH team will undertake a comparative evaluation of sludge treatment and disposal strategies to identify the most appropriate and cost effective technology for this plant. The Technologies to be reviewed include:

- Sludge Stabilization + "Wet" Sludge Hauling
- Sludge Stabilization + Dewatering + "Dry" Sludge Hauling
- Dewatering options will include on-site, off-site and mobile treatment

Alternatives will be compared on their technical merits and ranked using a mutually acceptable criteria comparison matrix.

Other Treatment Plant Facility Requirements

Concept design will also include evaluation / concept design of the following treatment plant facilities.

- Pumping Facilities (if any)
- Odor Control Facilities
- Pretreatment - Grit/Grease Removal/Screening

- Electrical/Power Supply/Generators
- Instrumentation/SCADA Requirements
- Civil/Site/Roads/Drainage Requirements
- Operations Building

For purposes of the Concept Design phase the above facilities will be designed to the level / degree necessary to obtain capital/O&M costs to +/- 20%.

Implementation/Phasing of Treatment Plant Upgrade(s)

The ARCADIS/MWH team will evaluate the potential for phased upgrade of the existing District WWTP from its current 183,000 gpd capacity. Potential upgrade phases that could be considered are as follows:

Capacity < 1.0 mgd - The purpose of this phase would mainly be: (a) to postpone initial capital investment; (ii) to ensure plants meets minimum flow criteria in an initial phase; and (iii) to postpone required deep injection well construction to a later phase. This initial phase could also be a permitting/paper exercise, which would include the construction of a larger capacity WWTP permitted to a capacity below 1.0 mgd.

Capacity = 2.25 mgd - As indicated above this is the intended build-out capacity of the District WWTP.

Capacity = 3.75 mgd - As indicated above this is the total potential capacity of the District WWTP in case flows from Islamorada are accepted. The costs for any additional work required to add capacity for Islamorada will be evaluated separately fro two possible scenarios: (a) early inclusion in one of the initial plant upgrades outlined above; and (b) separate construction of new facilities specifically to accommodate Islamorada flows.

All phasing options will be evaluated from a comparative Life Cycle Cost (LCC) perspective as discussed below. Additionally, The ARCADIS/MWH team will take into consideration the timing of potential funding/financing in assessing these options.

Task 4 - Concept Design Report

The ARCADIS/MWH team will prepare and submit a Concept Design Report including the following:

Life Cycle Cost (LCC) Comparison

The report will include a LCC comparison of all WWTP alternatives including the disinfection and sludge treatment options. The LCC Comparison will include:

- Capital/Construction Costs (All Options)
- Engineering Costs (All Options)
- O&M Costs (All Options)
- Financial Projections
- Life Cycle Costs => Present Value

Recommendations

Based on the Technical Ranking Matrices and Weighted LCC Comparison, The ARCADIS/MWH team will prepare a recommendation for the concept design of the District WWTP. The recommendation will include:

- Weighted Matrix/Rank Technical and Cost Factors
- Detailed Description of Recommended Alternative including text and concept design drawings
- Proposed Implementation Plan/Schedule including procurement and construction periods to commissioning

Concept Design Report

As noted above the Concept Design Report will include a detailed description of the recommended alternative including:

- Basis of Design Report providing process design calculations and descriptions of the design and operation of the proposed District WWTP
- Concept Design Drawings including plant lay out and process units sizing
- Detailed Engineering Scope of Work for Preliminary/Final Design and Bidding Phases

District Review and Comments

The ARCADIS/MWH team assumes that the District will carry out its review of the Concept Design Report within the duration indicated on the revised schedule (attached). Once the District has advised the ARCADIS/MWH team of its approval of the recommendations in the Concept Design Report (along with any other comments), and acceptance of the scope of work for the subsequent phases, we will proceed with Preliminary Design of the District WWTP. The ARCADIS/MWH team also will prepare a detailed and revised (as necessary) scope of work for the Preliminary and Final Design Phases as part of the Concept Design Report. A change order request to complete a revised scope of work in the Preliminary and Final Design Phases will be submitted to the District at that point, as needed. The above scope of services completes the Stage A deliverable for the purposes of this proposal.

Stage B - Preliminary Design

What follows is an outline scope of work, which indicates the general tasks to be accomplished as part of the Preliminary Design Stage. The detailed scope of the Preliminary Design Stage will depend largely on the type of post-treatment processes

and other facilities to be included in the District WWTP. These will be evaluated as part of the Concept Design Stage. A change order request for a revised scope of work in the Preliminary Design Phase will be provided for District approval, as will any anticipated deduction in the original price proposal (see the contingency provided for Reuse System Design on Schedule B – Attachment C). In general it is intended that the Preliminary Design Stage produce design documents necessary for obtaining permits as outlined above. Detailed Design elements not required for permitting will be included in the Final Design Stage of the project.

Task 1 – Permitting

The ARCADIS/MWH team understands that we will be responsible for assisting the District in obtaining permits from the following authorities:

FDEP Wastewater Treatment Plant Permit and (if required) Environmental Resource Permit (ERP)

Monroe County Building Permit (including compliance with stormwater codes)

FDEP Class I Injection Well System (as described in the Task B scope)

The ARCADIS/MWH team will initiate permitting efforts immediately upon Notice to Proceed. This task will begin during the Concept Design Stage and span the duration of the project through to Final Design and Bidding.

Task 2 - Site Investigations

- a. Topographical Survey
- b. Geotechnical Survey

Task 3 - WWTP Civil/Hydraulic/Process Design

- a. Finalize Process Flow Diagram
- b. Hydraulic Profiles/Pipe Sizing
- c. Finalize Plant Layout
- d. Process Equipment Selection/Specification
- e. Site Layout/Roads/Drainage
- f. Drawing Preparation

Task 4 - WWTP Structural/Architectural Design

- a. Process Structural Design
- b. Architectural/Landscaping Design
- c. Drawing Preparation

Task 5 - Preliminary Design Report

- a. Preliminary Design Cost Estimate
- b. Preliminary Design Report/Drawings
- c. District Review and Comments

Stage C - Final Design

What follows is an outline scope of work, which indicates the general tasks to be accomplished as part of the Final Design Stage. The ARCADIS/MWH team will prepare a more detailed scope of work for the Final Design as part of the Concept Design Report.

Task 1 - WWTP Electrical/Mechanical/Instrumentation Design

- a. Mechanical - Pipework Design
- b. Mechanical - Equipment List/Design
- c. Mechanical - HVAC Design
- d. Instrumentation - Process & Instrumentation Diagrams (P&IDs)
- e. Instrumentation - SCADA Design
- f. Electrical - Single Line Diagrams
- g. Electrical - Power Design
- h. Electrical - Lighting Design
- i. Drawing Preparation

Task 2 - Final Design and Drawings

- a. Finalize Civil Design/Drawings
- b. Finalize Structural/Design Drawings
- c. Finalize Mechanical, Electrical Instrumentation Drawings
- d. Finalize Architectural Drawings
- e. Detail Drawings

Task 3 - Bid Documents

- a. Contract Documents
- b. Technical Specifications
- c. Quantity Take-Off

Task 4 - Final Design Submittal

- a. Engineer's Estimate of Probable Construction Cost
- b. Draft Bid Documents Submittal

c. Engineer Review and Comments

Stage D – Bidding

What follows is an outline scope of work, which indicates the general tasks to be accomplished as part of the Bid Stage. These tasks are relatively straight forward, and do not vary significantly due to the final designs.

Task 1 - Bid Period

- a. Answer Bid RFIs
- b. Prepare Bid Document Addenda

Task 2 - Bid Review

- a. Assistance during Bid Review

Task B: Stage A - Proposed Scope of Work - Reuse Feasibility Study

The proposed Task B work scope will include three primary Stages consisting of the Reuse Feasibility Study, the Deep Injection Well Design/Permitting/Bidding and the Reuse System Design/Permitting/Bidding.

A reuse feasibility study is required by Underground Injection Control Section (UIC) Chapter 62-528 Florida Administrative Code (FAC) regulations for Class I injection well permits and FAC Chapter 62-40. In fact, reuse is required under new South Florida Water Management District (SFWMD) Basis of Review requirements (Sec. 3.2.1) and (FAC 40E-23) for "Critical Water Supply Problem Areas" (including most of the District, except Kissimmee River Valley), unless a demonstration is made that such reuse is not feasible from an environmental, technological or economic standpoint. For these reasons, an in-depth reuse study will be performed for submittal to the FDEP UIC Section (with the injection-well permit application) and the SFWMD. We anticipate 6 tasks in the Reuse Feasibility Study Stage:

- Calculate the off-site distance from the WWTP at which a potentially feasible reuse method can be located without inducing an undue economic hardship
- Identify conventional land-application and industrial-use options within above-reference distance and perform a conceptual economic analysis of each option
- Identify non-conventional use options available within the previously determined economically-viable distance from the WWTP
- Screen and rank the identified options
- Evaluate grant monies available for the 3 highest ranked reuse system options
- Recommend the best available technologies and provide a conceptual cost analysis

It is anticipated that the reuse-option screening may include non-conventional reuse options such as deep well ASR (in the Hawthorn Group Intermediate Aquifer or Floridan Aquifer), industrial-water supply with a cost-sharing partner, and/co-location (distributed co-generation). We understand that, although the District is sincerely interested in maximizing beneficial reuse, technological and economic considerations may outweigh the environmental benefits of an aggressive reuse program.

Task B: Stage B - Proposed Scope of Work - Injection Well System Design and Permitting/Bidding

Five (5) primary tasks are necessary for the injection well design/permit/bid stage:

1. Pre-application Meeting with District and FDEP (option) and Preparation of the Preliminary Engineering Design Report (based on capacity analysis of Islamorada contribution, if applicable (the District may opt to delete this deliverable)
2. Submittal of the Class I UIC Permit Application with supporting documentation (90% Drawings and Technical Specifications)
3. Response to Request(s) for Information and public meeting
4. Final Engineering Designs and Bid Documents
5. UIC Permit Revision, Bid Period Services and Bid Review

The first three (3) tasks are the permit application process for a new Class I injection well system and are discussed in some detail in the following two (2) sections. After the FDEP has issued the draft construction permit, the next two (2) tasks will begin.

Preliminary Permitting Issues

We recommend that a Class I injection-well permitting program be structured as a "test-well program", to avoid a separate permit application to convert an exploratory well to an injection well. We believe sufficient oil and gas well records (Florida Geological Survey) are available to estimate the extent and approximate stratigraphic position of both the lower Floridan confining unit and the south Florida "Boulder Zone", should this approach be implemented. A test-injection well program is preferred because, regionally, the characteristics of the targeted injection interval are well defined.

The feasibility of deep well injection is not seriously in question for this geographic area; however, in the unlikely event that the South District or Tallahassee FDEP UIC Section requires an exploratory injection-well permit application, based on confinement issues observed at the South Miami-Dade County injection well system, some additional permitting efforts will be necessary. Typically, "exploratory" injection wells can be fully constructed under an exploratory permit and then the well system can be converted to a test-injection well system by submittal of a

'construction and testing permit application' (DEP Form 62-528.900[1]) with an 'operational testing request'. That possible permit track must be addressed (as a contingency) in the UIC injection permit task (and fee estimate) after the Concept Design Report and Reuse Feasibility Study results are known.

The phasing of the WWTP upgrades will be evaluated in the Concept Design Stage and the anticipated flows at buildout will determine the necessary dimensions of the Class I injection well. In the interim period, while flows to the WWTP are expected to be less than one million gallons per day (1 mgd), shallow well disposal of reuse water is a viable interim measure for the District's facility.

If the total reuse water flow is estimated to be 2.25 mgd, or 1,563 gallons per minute, the deep (>300 feet deep) injection-well's final casing or tubing would need have a nominal-inside diameter of 10 inches in order to provide disposal at an injection velocity less than 8 feet per second (Chapter 62-528, Florida Administrative Code). However, injection wells can be tested, rated and permitted for operation at injection velocities of up to 10 feet per second. At a rated injection velocity of 10 feet per second, a nominal 8-inch inside-diameter casing or tubing will provide disposal of up to approximately 2.25 mgd of reuse water.

The wastewater flow projections will be carefully evaluated in Task A above to ensure that ultimate buildout volumes are accurately estimated. Based on potential contribution from Islamorada, the capacity of a final tubing with a 10-inch inside diameter to provide disposal of up to 3.53 mgd (at a velocity of 10 feet per second) will be considered for the preliminary design report findings. The preliminary design report deliverable will address these variables.

The FDEP permit process is outlined in FAC Chapter 62-4, and Sections 62-528.305-315, Section 62-528.321, and Sections 62-528.325-335, and involves a sequence of steps which must be completed for the issuance of a UIC Construction and Testing Permit for a Class I Test-Injection Well and Deep Monitor Well System.

The first step, after an optional pre-application meeting with the FDEP staff, is submittal of a Permit Application (DEP Form 62-528.900[1]) and the applicable permit processing fee (\$12,500) with associated supporting information. Per Rule 62-528.415(4)(c) 2, FAC, an emergency disposal method must be operational before the FDEP issues an operating permit for a Class I injection well system. At some treatment plants with Class I injection systems, FDEP requirements are met by interconnection to another wastewater treatment plant, and/or to a second injection well, or by utilizing some combination of these facilities. Rapid mechanical (or "catastrophic") failure of deep injection wells is so rare that is virtually an unknown phenomenon. However, if reuse of wastewater is not feasible as a primary disposal method, then deep well injection well will become the primary disposal alternative and the FDEP may enforce Rule 62-528.415(4)(c) 2, FAC, to require full backup

capacity. The Concept Design Report deliverable will address the outcome of the preliminary wastewater/reuse flow projections (and the results of the pre-application meeting, if needed).

Permitting and Design Issues

After the above-referenced, preliminary permitting issues are resolved, the Class I injection permit process generally is relatively straightforward and includes addressing each of the following major components in support of the permit application:

- Area of review
- Regional and local geology and hydrogeology
- Emergency disposal plan
- Financial responsibility
- Engineering design and drilling and testing plans
- Local stratigraphic overview and preliminary subsurface designs

Area of Review

This requirement is addressed using maps showing the location of the proposed injection wells or well field area for which a permit is sought and the applicable area of review (AOR) is required. Within the area of review, the map should show the number or name, and location of all:

- producing wells
- injection wells
- abandoned wells
- dry holes
- surface bodies of water
- springs
- public water systems
- mines (surface and subsurface)
- quarries
- water wells
- faults, if known or suspected
- other pertinent surface features including residences and roads

This requirement includes a tabulation of data on all wells within the area of review which penetrate into the proposed injection zone, confining zone, or proposed monitoring zone, to include a description of each well's type, construction, date drilled, location, depth, record of plugging or completion, and any additional information needed to evaluate the potential for fluids to migrate into, or in the direction of, an underground source of drinking water.

Regional and Local Geology and Hydrogeology

This requirement is addressed using maps and cross sections indicating the general vertical and lateral limits within the area of review of all underground sources of drinking water, their position relative to the injection formation and the direction of water movement, where known, in each underground source of drinking water which may be affected by the proposed injection, including:

- Hydrology and geologic structures of the local area
- Regional geologic setting
- Anticipated compatibility of injected waste with fluids in the injection zone and minerals in both the injection zone and the confining zone

Emergency Disposal Plan

Contingency plans are required to cope with all shut-ins or well failures, so as to protect the quality of the waters of the State as defined in Rule 62-3 and 62-520, FAC, including:

- A Reuse Feasibility Study (see above-referenced task)
- A description of the emergency disposal method(s) and procedures -- and addressing alternate or emergency discharge provisions to prevent migration of fluids into an underground source of drinking water

Financial Responsibility

This requirement includes a certification that the District has ensured, through a performance bond or other appropriate means, the resources necessary to close, plug or abandon the well(s) as required by Rule 62-528.435(9), FAC, based on a plugging and abandonment plan and cost estimates.

Engineering Design and Drilling and Testing Plans

The engineering and drilling plans and specifications will include submittal of:

- A detailed drilling and testing plan (in the permit-application support document.) including the subsurface testing program and associated construction related reporting requirements during the installation and testing period for the injection well(s) and dual-zone deep monitor well

- Plugging and abandonment plan and cost estimates
- Proposed surface and subsurface construction details of the injection system, including design features for surge control and water hammer protection
- Manual back-up capability for automatic monitoring devices for pressure and flow to the injection well
- The maintenance program along with periodical intervals for each maintenance activity for mechanical and electrical equipment to assure proper maintenance of the injection system
- Certification by a professional engineer or professional geologist, as appropriate, registered in the State of Florida and retained by the applicant for that purpose [Rule 62-528.440(5)(b), FAC]

Local Stratigraphic Overview and Preliminary Subsurface Designs

Florida Administrative Code Chapter 62-528 requires that an adequate degree of confinement must be demonstrated between the injected fluids and the base of the regional Underground Source of Drinking Water (USDW), both before and during operation of a Class I injection well system. A Class I injection well is designed to discharge into a highly saline portion of the lower Floridan aquifer, having a G-IV groundwater classification.

Local stratigraphic and geologic information is available from regional oil and gas well locations. Regionally available information was reviewed to estimate preliminary casing-setting depths for Class I deep injection and monitor wells if located at the District facility. The depth to the base of the Miocene (Hawthorn Group) confining unit is approximately 1,080 feet below land surface. The depth to the base of the lowermost regional USDW is estimated to be between 1,550 feet and 1,750 feet below land surface. The depth to the top of the cavernous, highly permeable Oldsmar Formation "Boulder Zone" is estimated to occur between 2,550 feet and 3,000 feet below land surface.

Chapter 62-528, FAC requires monitoring of Class I injection using two monitoring zones completed in the Floridan aquifer. An upper monitor zone must be installed above the regional USDW. The lower monitor zone must be installed in a sufficiently transmissive interval below the USDW. Fiberglass Reinforced Plastic pipe would be recommended as the lower monitor-zone casing material because it is non-conductive (will not corrode), and will provide superior long-term durability under the conditions (depth, temperature, pressure and water quality) anticipated for well construction and long-term use. The design is primarily intended to provide long-term, low-maintenance Floridan aquifer water-sample collection capability. Precise monitor-zone depths are selected using the field results from pilot-hole drilling, geophysical logging and pilot-hole water-quality sampling results.

Bidding Services for Construction

Competitive bidding of deep Class I injection well construction can present unique problems because the construction and testing of these deep wells are within the capabilities of only a few Florida water well contractors. The District may wish to include bidder qualifications in the bid forms to include requests for specific and relevant experience with deep Class I injection well construction and testing. Depending on time constraints, an alternate-delivery method for construction services may be advisable. Specific recommendations can be provided prior to the completion of the UIC well permitting stage. Otherwise, the following general tasks to be accomplished as part of the Bid Stage are relatively straight forward and do not vary significantly due to the final designs.

- a. Answer Bid RFIs
- b. Prepare Bid Document Addenda
- c. Assistance during Bid Review

Task B: Stage C - Proposed Scope of Work - Reuse System Design/Permitting/Bidding

The detailed scope of the stage will depend largely on the selection of the type of reuse system or systems as screened and ranked in the feasibility stage (Stage A) and will include the tie-in to the other facilities to be designed for the District WWTP. The ARCADIS/MWH team will prepare a detailed scope of work for the Preliminary and Final Design Phases as part of the Concept Design Report. For the purposes of this (revised) proposal, a contingency for the Reuse System Design/Permitting Stage (Stage C) has been incorporated into the engineering fee estimate provided in the attached Schedule B - Attachment C.

Engineering Services Fee

The described scope of work and the revised fee proposal of \$794,500 (attached Schedule B - Attachment C) are based on time-and-expense billing terms. Specific terms and conditions of the existing agreement between Key Largo Wastewater Treatment District and ARCADIS G&M, Inc., are included in the "Contract for Consulting/Professional Services" dated December 9, 2003.

Note that the revised fee includes an estimated \$30,000 for geotechnical services. The tabulated fee amounts are based on a man-hour level of effort for similar projects completed within the previous 2-year period, and are subject to revision only to the extent that the District approves a change order request based on a more detailed scope of work for the Preliminary and Final Design stages.

ARCADIS

Mr. Charles Fishburn
30 September 2005

Schedule

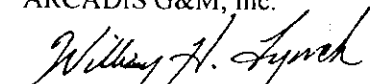
The previously submitted schedule for all design tasks, through Final Design, is attached. The new start date may be approximately 65 days later than has been identified; however, the intent to 'fast track' the WWTP and injection well permitting processes will be retained. The ARCADIS/MWH team understands that the District will carry out its review of the injection system (60% and 90%-complete) design submittal and (90%-complete) permit submittals within the durations indicated on the schedule.

Closing

If this revised proposal is acceptable, we will begin work upon your written authorization.

We appreciate the opportunity to submit this revised proposal. We look forward to working with the District.

Sincerely,
ARCADIS G&M, Inc.


William H. Lynch, PE
Vice President

Enclosures:

Schedule B- Attachment C (Fee Schedule)
Addendum I
Schedule (dated Aug 10, 2005, unrevised)

Copies:

Doug Young, ARCADIS
Patrick A. Mullen, MWH Americas, Inc.
Ed Castle, WEC / The Weiler Engineering Corporation

SCHEDULE B - ATTACHMENT C

Task Order No. 1 (with Addendum No. 1 and Supplement)

September 30, 2005 - Revised from Proposals dated May 16, 2005, July 6, 2005 & August 10, 2005 and Supplement dated August 31, 2005

ARCADIS TIME-AND-EXPENSE FEE ESTIMATE: \$ 742,400

FOR: KEY LARGO WASTEWATER TREATMENT DISTRICT: WASTEWATER EXPANSION - CONCEPT, PRELIMINARY AND FINAL DESIGN, SITE CIVIL DESIGN AND PERMITTING
REUSE STUDY, REUSE SYSTEM DESIGN AND CLASS INJECTION WELL SYSTEM DESIGN / PERMIT

Personnel Classification	Senior Expert	Chief Engineer	Principal Engineer	Project Manager/Senior Staff/Eng	Project Engineer 2	Senior Designer	Project Scientist 1 / Senior Draftsperson	Staff Self/Eng	Project Controller	Clerical	Accounting	Labor Fee	Expenses	Vendors / Subcontractors	Total Task Fee
Contracted Hourly Rate	200.00	180.00	160.00	140.00	115.00	95.00	85.00	80.00	65.00	50.00	50.00				
Subtask Description & Estimated Hours															
Task A:															
Stage A - WWTP Concept Design	0	80	170	38	132	72	0	0	0	0	0	\$68,940	\$0	\$14,800	\$83,540
Stage B - WWTP Preliminary Design	0	152	80	240	96	0	320	0	0	0	0	\$112,000	\$5,000	\$0	\$117,000
Stage C - WWTP Final Design	0	144	0	320	160	320	160	0	0	0	0	\$133,120	\$5,000	\$30,000	\$168,120
Stage D - Contract Bid Assistance	0	104	0	0	64	0	0	0	0	0	0	\$26,080	\$0	\$0	\$26,080
Buildings (AE) - Preliminary & Final Design	4	25	60	90	50	120	20	145	0	80	30	\$63,450	\$5,630	\$9,500	\$78,580
Site Civil - Preliminary & Final Design	2	4	12	20	0	60	4	0	6	15	6	\$13,320	\$3,200	\$0	\$16,520
Permitting (Building/Drainage/Stormwater)	4	4	12	60	0	0	12	20	0	10	4	\$15,160	\$4,500	\$0	\$19,660
Stage A - Reuse Feasibility Study	12	0	110	6	20	72	16	0	6	20	6	\$33,030	\$1,970	\$0	\$35,000
Stage B - Injection Well Design and Permit Engineering / Design (through Bid Services)	16	90	4	90	8	70	40	85	0	24	0	\$51,610	\$4,940	\$15,000	\$71,550
UIC Permit Application (through Public Meeting)	16	6	0	90	40	60	90	50	6	34	20	\$41,920	\$6,280	\$250	\$48,450
Stage C - Reuse System Design (Contingency)	20	40	55	150	120	60	20	100	6	50	23	\$74,240	\$3,660	\$0	\$77,900
Total Hours	74	649	503	1104	690	834	582	400	24	233	89				
Fee	\$14,800	\$116,820	\$80,480	\$154,560	\$79,350	\$79,230	\$57,970	\$32,000	\$1,560	\$11,650	\$4,450	\$632,870	\$40,180	\$69,350	\$742,400
TOTAL ESTIMATED DESIGN FEE															

Total fee is based on time-and-expense billing under the terms and conditions of the Contract for Consulting/Professional Services.

Regulatory agency permit-processing fees are not included in these estimates.

Task A - Stage B and Stage C include architectural design services for sludge process and administrative buildings.

Task A - Stage C design has been revised to include an estimated \$30,000 for geotechnical services.

Reuse System Design fee revised. The revised fee is based on a contingency amount for the design services, pending completion of Task A - Stage A: Concept Design, and the Reuse Feasibility Study.

FDEP UIC permitting assumes a test-injection well "construction permit" track. Anticipated completion of Permit Application task by ARCADIS revised to end of April 2006.

SCHEDULE B - ATTACHMENT C

Task Order No. 1 [with Addendum No. 1 and Supplement]

September 30, 2005 - Revised from Proposals dated May 16, 2005, July 6, 2005 & August 10, 2005 and Supplement dated August 31, 2005

ARCADIS TIME-AND-EXPENSE FEE ESTIMATE: \$ 742,400

FOR: KEY LARGO WASTEWATER TREATMENT DISTRICT: WASTEWATER EXPANSION - CONCEPT, PRELIMINARY AND FINAL DESIGN, SITE CIVIL DESIGN AND PERMITTING REUSE STUDY, REUSE SYSTEM DESIGN AND CLASS I INJECTION WELL SYSTEM DESIGN / PERMIT

Personnel Classification	Senior Expert	Chief Engineer	Principal Engineer	Project Manager/Senior Sci/Eng	Project Engineer 2	Senior Designer	Project Scientist 1 / Senior Draftsperson	Staff Sci/Eng	Project Controller	Clerical	Accounting	Labor Fee	Expenses	Vendors / Subcontractors	Total Task Fee
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Contracted Hourly Rate	200.00	180.00	150.00	140.00	115.00	95.00	85.00	80.00	65.00	50.00	50.00				
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Subtask Description & Estimated Hours

Task A:															
Stage A - WWTP Concept Design	0	80	170	38	132	72	0	0	0	0	0	\$68,940	\$0	\$14,600	\$83,540
Stage B - WWTP Preliminary Design	0	152	80	240	96	0	320	0	0	0	0	\$112,000	\$5,000	\$0	\$117,000
Stage C - WWTP Final Design	0	144	0	320	160	320	160	0	0	0	0	\$133,120	\$5,000	\$30,000	\$168,120
Stage D - Contract Bid Assistance	0	104	0	0	64	0	0	0	0	0	0	\$26,080	\$0	\$0	\$26,080
Buildings (ME) - Preliminary & Final Design	4	25	60	90	50	120	20	145	0	80	30	\$63,450	\$5,630	\$9,500	\$78,580
Site Civil - Preliminary & Final Design	2	4	12	20	0	60	4	0	6	15	6	\$13,320	\$3,200	\$0	\$16,520
Permitting (Building/Drainage/Stormwater)	4	4	12	60	0	0	12	20	0	10	4	\$15,160	\$4,500	\$0	\$19,660
Task B:															
Stage A - Reuse Feasibility Study	12	0	110	6	20	72	16	0	6	20	6	\$33,030	\$1,970	\$0	\$35,000
Stage B - Injection Well Design and Permit Engineering / Design (through Bid Services)	16	90	4	90	8	70	40	85	0	24	0	\$51,610	\$4,940	\$15,000	\$71,550
UIC Permit Application (through Public Meetings)	16	6	0	90	40	80	90	50	6	34	20	\$41,920	\$6,280	\$250	\$48,450
Stage C - Reuse System Design (Contingency)	20	40	55	150	120	60	20	100	6	50	23	\$74,240	\$3,680	\$0	\$77,900

Total Hours	74	649	503	1104	690	834	682	400	24	233	89				
Fee	\$14,800	\$116,820	\$80,480	\$154,560	\$79,350	\$73,230	\$57,970	\$32,000	\$1,560	\$1,650	\$4,450	\$632,870	\$40,180	\$69,350	\$742,400

TOTAL ESTIMATED DESIGN FEE

Total fee is based on time-and-expense billing under the terms and conditions of the Contract for Consulting/Professional Services.

Regulatory agency permit-processing fees are not included in these estimates.

Task A - Stage B and Stage C include architectural design services for sludge process and administrative buildings.

Task A - Stage C design has been revised to include an estimated \$30,000 for geotechnical services.

Reuse System Design fee revised. The revised fee is based on a contingency amount for the design services, pending completion of Task A - Stage A: Concept Design, and the Reuse Feasibility Study.

FDEP UIC permitting assumes a test-injection well "construction permit" track. Anticipated completion of Permit Application task by ARCADIS revised to end of April 2006.

Key Largo Wastewater Treatment District

Addendum 1 and Supplement to August 10, 2005 ARCADIS Proposal: Proposed Engineering Services and Addendum Assumptions on Basis of Scope and Pricing

Wastewater Treatment Plant and Injection System Concept, Preliminary and Final Design

Introduction

The ARCADIS/MWH team was requested to provide a scope of work and pricing for the preliminary and final design of the Key Largo WWTP. The following details the assumptions made in scoping and pricing this work.

Basis of Preliminary and Final Design Data TASK A – Stages B and C

It is assumed that this plant will be permitted for 2.25 million gallons per day (mgd), as a maximum, three-month average daily flow, and that it will be constructed to build-out capacity in a single stage. Slight differences in the final capacity will not affect the scope/price of the work. However, design of a plant to be constructed in more than one phase could affect the scope if additional tankage and permitting efforts are required.

It is assumed that the influent is standard domestic wastewater (as detailed in the Scope of Work) and that no special provisions for the removal of toxics are required. It is assumed that alkalinity in the influent wastewater is sufficient and that no facilities for augmentation of alkalinity are required.

The results of the Task A (Stage A) Concept Design and Report, and KLWTD (District) approval, will determine the preliminary and final design criteria for the wastewater and biosolids treatment processes. The following sections outline the assumptions on which the estimated design fees are based for subsequent phases of the overall project.

WWTP Liquid Stream Treatment-Process Design

The Concept Design includes a task to determine the most suitable process for wastewater treatment. It is assumed that a headworks structure including mechanical screening and grit removal will be required. It is assumed that these will be of the types routinely used in the State of Florida.

It is assumed that the design will include pre-engineered Sequencing Batch Reactors (SBRs) and that these will be pre-engineered steel tanks requiring MWH to provide only the design of the foundations and connecting pipework. It is assumed that the SBRs will employ a surface or sub-surface type mixing aeration system and that external blowers and blower building will not be required. It is assumed that the pre-engineered SBR units will be complete with their own instrumentation and automated (PLC-type) controls and that ARCADIS/MWH will be responsible for the connection to these instruments and controls to the overall plant electrical and SCADA systems.

Key Largo Wastewater Treatment District

It is assumed that filtration will be required to attain required TSS effluent levels (5 mg/l). It is assumed that filtration would be provided using pre-engineered type systems such as disk filters, traveling bridge filters or other standards types available through commercial vendors. It is assumed that ARCADIS/MWH will design required structural foundation and mechanical, electrical, I&C connections to these filters.

It is assumed that UV disinfection (open channel type) will be required. It is assumed that ARCADIS/MWH will design the required concrete structures for the UV systems based on equipment selected in conjunction with KLWTD. It is assumed that ARCADIS/MWH will design mechanical, electrical, I&C connections to the UV system.

It is assumed that no major chemical treatment systems would be required as part of the plant design. However, it is assumed that a back-up chemical system for phosphorus removal and a liquid hypochlorite system for plant wash-down and control of filamentous organisms may be required.

Sludge/Biosolids Treatment Process Design

It is assumed that sludge/holding and stabilization will be required on site (to produce Class B sludge). It is assumed that this design would be based on the use of an aerobic digester. It is assumed that this will be a steel tank structure. It is assumed that the SBR units will employ a surface aerator system and that external blowers and/or blower building(s) will not be required. It is assumed that ARCADIS/MWH will design the required structural foundation and mechanical, electrical, I&C connections to this reactor/digester.

It is assumed that sludge dewatering will be required but that this will be provided using a mobile dewatering unit. ARCADIS/MWH will design the mechanical connections to the mobile unit.

Other Treatment Plant Facility Design Requirements

Pumping Facilities – It is assumed that no new influent pumping facilities would be required. Influent pumping would be provided by the expansion of the existing vacuum pump station. ARCADIS/MWH will design required piping connections to this pump station.

Odor Control Facilities – It is assumed that no odor control facilities will be required at the plant headworks. This is based on the assumption that odor control will be provided as part of the vacuum pump station.

Administration/Operations Building & Laboratory – It is assumed that a pre-engineered metal building, complete with foundation, structural framing, prefinished roofing, siding, ridge vents, roof and wall insulation, manual roll-up doors, personnel doors, ventilation fan and louvers, and other necessary components for a complete installation shall be the design template. The building manufacturer shall be Star, Butler, General Steel or approved equal. An estimate of the subcontractor/vendor services has been proposed in the fee breakdown provided on Schedule B – Attachment C for Preliminary and Final Building (A/E) Design (Task A).

Electrical/Power Supply/Generators – It is assumed that the existing plant power supply would not necessarily be sufficient for the requirements of the new plant. It is assumed that increased power feed installations (transformer, breakers, etc.) from local power lines would be required. It is assumed that ARCADIS/MWH will design required electrical power supply systems from local power lines. It is assumed that ARCADIS/MWH will design site power distribution and lighting

Key Largo Wastewater Treatment District

systems for the WWTP under ARCADIS/MWH scope. Power supply for existing WWTP facilities that will remain in service will be integrated into the power supply system under ARCADIS/MWH design at the panel level (power distribution to the vacuum PS and other existing facilities is not included). It is uncertain whether additional back-up power (stand-by generators) is required. For purposes of this scope, it is assumed that additional generators will not be required.

Instrumentation/SCADA Requirements – It is assumed that SCADA will be required for monitoring of plant instrumentation signals. It is assumed the pre-engineered SBR system will provide its own control system. It is assumed that ARCADIS/MWH will design other wastewater treatment plant instrumentation (within the boundaries of the WWTP site, but not including the vacuum pump station). It is assumed that ARCADIS/MWH will integrate of wastewater treatment plant signals (including the vacuum pump station but not necessarily including remote off-site signals) into a centralized SCADA system for the plant. It is assumed that this system will mainly incorporate monitoring functions with the exception of control functions for the SBR units, pumps and key valve units.

Civil/Site/Roads/Drainage Requirements – The final acreage of the WWTP site has not yet been established; however, an assumption was made that preliminary geotechnical services would be necessary to finalize the site civil, storm water drainage design and roadway- permitting and design. Those requirements will be finalized in the Concept Design stage of the proposed scope of work. An estimate of the subcontractor/vendor fee is provided on Schedule B – Attachment C (Task A, Stage C, for geotechnical services).

Landscaping Design – It was assumed that these services would be provided under the Site Civil – Preliminary and Final Design phase of Task A (Schedule B – Attachment C). The general landscape design components can be developed during the Concept Design stage.

Decommissioning/Disposal/Sale of Package Treatment Facilities – It is assumed that existing package treatment facilities will be decommissioned after commissioning of the expanded WWTP. ARCADIS/MWH will be responsible for the outlining the phasing of this procedure.

Effluent Disposal or Reuse TASK B – Stages A, B and C

Reuse Feasibility Study [Stage A]

It is assumed that the reuse feasibility study will be conducted with the intent to meet the minimum requirements of Chapter 62-528 Florida Administrative Code (FAC) regulations for Class I injection well permits and FAC Chapter 62-40B. Because reuse is required under new South Florida Water Management District (SFWMD) Basis of Review requirements (Sec. 3.2.1) and (FAC 40E-23) for "Critical Water Supply Problem Areas" (including most of the District, except Kissimmee River Valley), a demonstration must be made that such reuse is not feasible from an environmental, technological or economic standpoint. For these reasons, the reuse study will be performed for submittal to the FDEP UIC Section (with the injection-well permit application) and the SFWMD.

Key Largo Wastewater Treatment District

Injection Well System [Stage B]

The following assumptions were made regarding the permitting and design of the Class I injection well system:

- The injection well will be designed to accommodate a planned maximum/peak-hour flow rate of wastewater treatment effluent equal to between approximately 2.25 mgd and 3.35 mgd; however, the Concept Design Report deliverable will address the outcome of the preliminary wastewater/reuse flow projections;
- The injection well system will be permitted with a test-injection well and an “exploratory” well or well permit will not be required by the South District FDEP;
- The proposed design fee does not include the FDEP permit processing fee for the injection well construction permit (\$12,500) application;
- The construction permit application task will include one response to FDEP (request for additional information) comments to the extent that the permit documents are deficient, or the requested information was made available and is required by Rule;
- KLWTD will provide available information to address Class I injection-system permitting review practices, including site surveys; onsite Class V injection well locations, permit applications; well and pump details; recognized environmental conditions; and well site staging restrictions;
- Per Rule 62-528.415(4)(c) 2, FAC, an emergency disposal method must be operational before the FDEP issues an operating permit for a Class I injection well system. At some treatment plants with Class I injection systems, FDEP requirements are met by interconnection to another wastewater treatment plant, and/or to a second injection well, or by utilizing some combination of these facilities. If reuse of wastewater is not feasible as a primary disposal method, then deep well injection well will become the primary disposal alternative and the FDEP may enforce Rule 62-528.415(4)(c) 2, FAC, to require full backup capacity;
- In the event that adequate emergency backup capacity cannot be demonstrated by other means; either by the use of up to one (1) mgd of disposal via Class V injection wells after polishing, or by reuse methods not yet identified, the need for a second Class I injection well must be addressed as a new permit application and will require a revision to the attached design/permitting, construction administration and project representation fee estimate.

Reuse System Design [Stage C]

Depending on the conclusions reached in the Reuse Feasibility Study, the preliminary and final design of a full reuse system may not be necessary. However, a revised contingency amount is included for Task B, Stage C (in the fee breakdown provided on revised Schedule B – Attachment C) in order to address the design of one pump-out station for RV and Marine wastewater treatment, and one reuse water (aboveground storage) tank to support Florida Department of Transportation applications (tanker-truck, reuse-water loading).

TAB 4

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 2, 2005

Agenda Item No. 4

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Work Order for competition of District Wastewater Plan

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

C. J. [Signature]

Date:

10-28-05

Originating Department: General Manager	Costs: \$96,620 Funding Source: MSTU Acct.	Attachments: Memo Work Authorization No. 5 SRF Facilities Plan Requirements DEP Review checklist for SRF Facilities Plan
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <i>C. J. [Signature]</i> <input checked="" type="checkbox"/> Finance <i>MW</i>	<input checked="" type="checkbox"/> Engineering <i>EC</i> <input type="checkbox"/> Clerk _____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background Work Order No. 5 with Weiler Engineering will complete the Planning Process for the remainder of Key Largo.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

Memo

To: KLWTD Board
From: Charles F. Fishburn, General Manager
Date: November 2, 2005
Re: Work Authorization No. 5

The SRF Loan for the actual construction of the North Components requires a "Facilities Plan."

The District, at minimum, could do a Facilities Plan for the North Components only but do to the inclusion of the Regional Treatment Plant in the North Components Project we would be 75% on our way to a Facilities Plan for the whole Island.

Staff recommends enlisting Weiler Engineering to complete the Island Planning (attached Work Order No. 5) and then enlisting Weiler for an additional Work Order No. 6 to complete the SRF Facilities Plan for the complete \$140,000 Island Project.

Work Order No. 6 would include data derived from CPH, MWH, and Arcadis is 30% submittals and/or concept reviews required for their projects. Work Order No. 6 to Weiler Engineering would result in the Facilities Plan for the SRF Construction Loan.

Work Order No. 5 would be funded from our Planning Budget and MSTU Funds.

Work Order No. 6 would be charged to the SRF Engineering Loan we currently have in place.

WORK AUTHORIZATION NO. 05-01

a

Contract for Consulting/Professional Services Agreement Between the
Key Largo Wastewater Treatment District (KLWTD),
a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation

A. SCOPE OF SERVICE

**Phase One of SRF Facilities Plan
Collection and Transmission System Evaluation**

Objective

The objective of the this assignment is to collect and evaluate data to comply with the State Revolving Fund construction loan requirements for the Key Largo Wastewater Treatment District. Data from the Monroe County Sanitary Sewer Wastewater Master Plan for the Key Largo Wastewater Treatment District service area will be updated to reflect current costs and will be used to generate information required for the SRF Facilities Plan. This information will also provide a working tool to help the KLWTD Board make informed decisions related to designing and constructing wastewater collection and transmission systems to serve the residents of the Key Largo area. Due to the constraints of funding, the Board must schedule projects in a manner that matches the funding as it becomes available. The updated data from the Master Plan will provide guidance for the future phases of construction of the collection and transmission systems that will serve the District. Operating revenue will also be considered when recommending the technologies used in the phased expansion of the wastewater system. A Request for Qualifications for professional services for the design of collection systems and force mains will be prepared with the intent of establishing a library of consultants proficient in the field to be used for the future design of the systems identified by this project.

Scope of Services

Update and Report Phase

Engineer shall coordinate with the District Manager and the Board to prepare a conceptual design and report that will generally include:

1. Consult with the District Manager and the Board to define and clarify the Board's requirements for the Project and available data.
2. Advise as to the necessity of additional data or services which are not part of ENGINEER's Basic Services, and assist District in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER.

4. Identify collection basins throughout the service area and transmission mains to convey the collected wastewater to the treatment plant site and, after consultation with the District and District staff, recommend to the Board those construction phases which in ENGINEER's judgment meet District's requirements for the Project.

5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to District which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each construction phase which is so recommended for the Project with each component separately itemized.

6. Furnish 12 review copies of the Report to District within 160 days of authorization to begin services and review it with District.

8. Revise the Report in response to District's and other parties' comments, as appropriate, and furnish 12 final copies of the revised Report to the District within 30 days after completion of reviewing it with District.

And more specifically:

Conceptual Design

Overlay Property Appraiser maps on scaled aeriels, showing locations of Hot Spots, existing collection systems and package plants as identified in the Monroe County Sanitary Wastewater Master Plan. Review the Study Areas defined in Technical Memorandum No. 6 and verify optimal configuration. Adjust the Study Areas if necessary to define collection basins, or service areas, for the KLWTD. Provide conceptual locations and flow capacities of remote pump stations, whether vacuum or conventional, and associated transmission mains. More specifically, the scope will include:

- Evaluation of the remaining collection basins in the Northern Component
- Feasibility of expansion of the existing vacuum system to serve nearby communities
- Conceptual level design of a transmission main to serve the Southern Component, including highway crossings
- Evaluation of collection basins comprising the Southern Component
- Concept level cost estimates for transmission main and reclaimed water main to provide service to Islamorada

Show proposed sizes and location of transmission mains along the US 1 corridor south of the MM 100.5 WWTP site, including highway crossings. All piping is to be sized with appropriate peaking factors, with cumulative build-out flow capacity to be considered. Evaluate friction losses and optimize performance of the transmission main system, considering pipe sizing, operating pressure and possible use of booster pump stations if needed. Show locations where service would be provided to properties with existing collection systems and pump stations. Identify larger commercial properties that may be better served with a force main.

Opinion of Project Costs

Costs for each recommended construction phase will be estimated. Order of magnitude costs for each collection basin and for each transmission system will be provided.

1. For each service area in the District not previously evaluated, update the collection system cost estimates from Technical Memorandum No. 6. Verify estimated quantities as listed in Appendix A with the boundaries of the Study Areas adjusted, if needed, to reflect the boundaries of the proposed collection basins. With quantities verified, the costs for design, permitting and construction of each service area will be estimated using unit pricing from bids recently received in Monroe County for similar projects.

2. The cost of the transmission main from each service area to the wastewater treatment plant site will be estimated using the unit pricing cited above. It is understood that the first phase of expansion will most likely include a section of transmission main that may pass adjacent to service areas to be connected in future phases. Once the first phase of expansion is selected, the cost of certain other phases of expansion may be reduced if a properly sized transmission main passes adjacent to the property.

Certain costs associated with this project may be outlined in the report which are not intended to be funded by the District or by public money such as service laterals or collection systems located on private property. It is not the intent of this report to establish policy or determine who is responsible for funding this project.

Recommendations

After the updated cost estimates are determined as described, recommendations will be made for the future phases of expansion.

In considering which service areas will be recommended, factors other than capital costs will be considered. The ranking of Hot Spots in the KLWTD will be a focal point in the order of phasing of the collection system areas. The relative ranking of each service area will be determined by evaluation of construction costs and funding available along with Hot Spot ranking and the potential for generating operating revenue. The potential for providing points of connection for properties with existing wastewater collection systems along the transmission force main route will also be considered as a potential operating revenue source for the District.

The recommendation will include base service areas and will identify additional adjacent service areas that can be added to adjust the total project cost incrementally to the available funding. The estimates will also include a table identifying estimated annual wastewater system operation and maintenance costs for the District at completion of each phase versus the estimated total annual sewer revenue generated. The revenue generated from the connection fees will also be tabulated. Revenue estimates will be based on the average monthly sewer bill per EDU as determined by the KLWTD rate study. The targeted connection fee of \$4,770 per EDU will be used to calculate system development charge revenues.

Summary of Deliverables

- Scaled aerials with Appraisers map overlay for the Key Largo Area, identifying Hot Spots, existing collection systems, conceptual locations of future pump stations and transmission mains – 2 full size sets and 10 reduced sets.
- Updated cost estimates for service areas identified in Technical Memorandum No. 6 in the Key Largo area, with updated costs based on unit costs received for projects recently bid in Monroe County.
- Update and Report – Narrative report summarizing activities, assumptions used, and conclusions reached. Will include a summary of the project recommendations for phasing of projects based on Hot Spot ranking, capital costs and revenue potential.
- Prepare a Request for Qualifications for professional services for the design of wastewater collection and transmission systems.

B. PROJECT COST

The cost of performing the scope of work described is \$96,620.00. The proposal is lump sum based on the estimated times allocated for each task listed below. If the scope of work is changed, the lump sum cost of the task will be adjusted accordingly.

Table of Costs by Task

Task Description	Principal @ \$125	Engineer @ \$105	Engineer @ \$105	El or RPR @ \$85	Sr. Designer @ \$75	Clerical @ \$35	SubTotal
Research & Site Investigations	\$250.00	\$2,835.00	\$2,625.00	\$7,820.00	\$2,100.00	\$0.00	\$15,630.00
Identify Existing Systems	\$250.00	\$2,310.00	\$1,155.00	\$6,290.00	\$0.00	\$140.00	\$10,145.00
Assumptions & Design Calculations	\$250.00	\$2,310.00	\$945.00	\$6,290.00	\$0.00	\$105.00	\$9,900.00
Master Plan Reconciliation	\$250.00	\$2,415.00	\$1,575.00	\$7,310.00	\$0.00	\$140.00	\$11,690.00
Service Areas Definitions and Estimates	\$375.00	\$4,620.00	\$3,990.00	\$14,960.00	\$675.00	\$315.00	\$24,935.00
Production of service area plans	\$250.00	\$1,260.00	\$0.00	\$0.00	\$7,875.00	\$0.00	\$9,385.00
Transmission Main Locations and Estimates	\$250.00	\$2,520.00	\$1,260.00	\$6,120.00	\$675.00	\$0.00	\$10,825.00
Report and Presentation	\$250.00	\$1,260.00	\$0.00	\$2,040.00	\$0.00	\$560.00	\$4,110.00
SubTotals	\$2,125.00	\$19,530.00	\$11,550.00	\$50,830.00	\$11,325.00	\$1,260.00	

Total
Cost = \$96,620.00

Table of Projected Level of Effort by Discipline

Task Description	Principal Hours	Engineer Hours	Engineer Hours	El or RPR Hours	Sr. Designer Hours	Clerical Hours	Total Hours
Research & Site Investigations	2	27	25	92	28	0	174
Identify Existing Systems	2	22	11	74	0	4	113
Assumptions & Design Calculations	2	22	9	74	0	3	110
Master Plan Reconciliation	2	23	15	86	0	4	130
Service Areas Definitions and Estimates	3	44	38	176	9	9	279
Production of service area plans	2	12	0	0	105	0	119
Transmission Main Locations and Estimates	2	24	12	72	9	0	119
Report and Presentation	2	12	0	24	0	16	54
SubTotals	17	186	110	598	151	36	1,098

PROJECT SCHEDULE

Work on this project will be begun on receipt of the executed Work Authorization. The scope of work and submission of the deliverables will be completed no later than five (5) calendar months after authorization to proceed unless otherwise directed by the District. Progress on the project will be reported at the regularly scheduled KLWTD Board meetings and in the Engineer's Status Report each month.

C. NOTICE/PROJECT MANAGER OF CONSULTANT

R. Jeff Weiler, President
Weiler Engineering Corporation
20020 Veterans Blvd, Ste 7-9
Port Charlotte, FL 33954

Charles Brooks, Chairman
KLWTD
Post Office Box 491
Key Largo, FL 33037

Charles Fishburn, General Manager

Certification that Sufficient Funds are Available:

Martin Waits, Financial Officer Andrew Tobin, KLWTD Secretary

Dated this ____ day of _____, 2005

TAB 5

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: November 2, 2005

Agenda Item No. 5

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

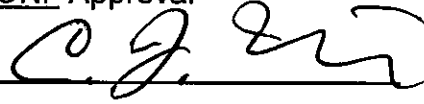
☐ Other:

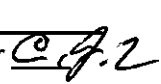
SUBJECT: Medical Plan for Employees

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 10-27-05



Originating Department: General Manager	Costs: \$6,000 yr per eligible employee Funding Source: MSTU Acct. #	Attachments: Memo
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input checked="" type="checkbox"/> Clerk _____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The Board has budgeted medical coverage for full time District employees. The attached is a recommendation for medical coverage for full time employees.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

Memo

To: KLWTD Board
From: Charles F. Fishburn, General Manager
Date: November 2, 2005
Re: Employee Insurance

The Board has budgeted \$6000 per year for full time employees for medical coverage. Staff has reviewed proposals from the Florida League of Cities for coverage. The plans vary from \$507 to \$483. The plan selected is \$490 a month and requires a \$25 co-pay for most services. No dental or Vision care is provided.

To protect the District from uncontrolled inflation in medical cost I would propose the District limit the District contribution toward medical coverage to \$500 a month per employee and any future increases would be paid by the employee

Commissioner Tobin has proposed a 50% match by the District with a \$500 cap.

Currently three employees are eligible for this benefit but the next two employees proposed to be hired by the District are likely to require this benefit.

Page 1 of 1

Subj: Health Insurance
Date: 10/20/2005 2:19:30 P.M. Eastern Daylight Time
From: Tobinlaw@terranova.net
To: Cffishburn@aol.com
CC: martinwaits@bellsouth.net, Tobinlaw@Terranova.net, cbullock417@aol.com, CBrooks442@aol.com, gpatton@innovative-dynamics.com, g.bauman@dolphinpatioandgrill.com

Chuck;

As you know every business and every branch of government struggles with how to keep health insurance costs under control. While I appreciate your suggestion to limit the District's contribution to \$500 per month per employee I'm not sure that is the best solution to the problem - hence, my suggestion to share the costs of health insurance with the employee 50/50 with a cap. I believe that persons that actually have to pay a portion of the premium are likely to be more prudent than if the insurance was "free." Please understand that I am not concerned about the costs to insure our current staff, but rather the rising insurance costs as we add employees.

I would therefore like to speak with an insurance person that has ideas and suggestions for the Board to consider in controlling costs. If in fact we do vote to provide insurance with a cap, I would like to have adopt a formal resolution with findings that specifically address that our decision is based on a cap.

Andy

Andrew M. Tobin
P.O. Box 620
Tavernier, FL 33070
305.852.3388
tobinlaw@terranova.net

Memo

To: KLWTD Board
From: Carol Walker, CMC
Date: October 14, 2005
Re: Medical Insurance

The following is a summary of other government agencies medical insurance expenses in Monroe County.

AGENCY	COST
Key West Housing Authority	\$677.62
Islamorada Village of Islands	\$668.16
City of Key West	\$593.63
City of Marathon	\$551.60

KEY WEST HOUSING AUTHORITY



Florida Municipal Insurance Trust

Rates Effective October 1, 2005

Current - Silver 2004-2005 Rates

Renewal - Silver 2005-2006 Rates

Employee	\$586.89	\$677.62
Spouse	\$669.08	\$772.52
Child(ren)	\$498.88	\$576.01
Family	N/A	N/A

2004-2005 Rates

2005-2006 Rates

	With Medical	Without Medical	With Medical	Without Medical
Employee	\$28.91	\$28.91	\$29.40	\$29.40
Dependen	\$42.50	\$42.50	\$43.21	\$43.21
Family	\$71.41	\$71.41	\$72.61	\$72.61

2004-2005 Rates, per \$1000

2005-2006 Rates, per \$1000

Employee	N/A	N/A
Dependen	N/A	N/A

2004-2005 Rates

2005-2006 Rates

Employee	\$5.74	\$5.74
Dependen	\$8.43	\$8.43
Family	\$14.17	\$14.17

2004-2005 Rates

2005-2006 Rates

Employee	\$277.62	\$304.99
----------	----------	----------

2004-2005 Rates, per \$10

2005-2006 Rates, per \$10

Employee	N/A	N/A
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ISLAMORADA VILLAGE OF ISLANDS



Florida Municipal Insurance Trust

Rates Effective October 1, 2005

HEALTH INSURANCE

Current - Silver 2004-2005 Rates

Renewal - Silver 2005-2006 Rates

Employee	\$594.13	\$668.16
Spouse	\$677.34	\$761.74
Child(ren)	\$505.02	\$567.95
Family	N/A	N/A

DENTAL INSURANCE

2004-2005 Rates With Medical Without Medical

2005-2006 Rates With Medical Without Medical

Employee	\$28.91	\$28.91	\$29.40	\$29.40
Dependen	\$42.50	\$42.50	\$43.21	\$43.21
Family	\$71.41	\$71.41	\$72.61	\$72.61

LIFE & ACCIDENT INSURANCE

2004-2005 Rates, per \$1000

2005-2006 Rates, per \$1000

Employee	\$0.28	\$0.28
Dependen	\$1.50	\$1.50

LONG TERM CARE INSURANCE

2004-2005 Rates

2005-2006 Rates

Employee	\$5.74	\$5.74
Dependen	\$8.43	\$8.43
Family	\$14.17	\$14.17

MEDICARE SUPPLEMENT INSURANCE

2004-2005 Rates

2005-2006 Rates

Employee	\$277.62	\$304.99
----------	----------	----------

CRUISE TRIP INSURANCE

2004-2005 Rates, per \$10

2005-2006 Rates, per \$10

Employee	N/A	N/A
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CITY OF KEY WEST



Florida Municipal Insurance Trust

Rates Effective October 1, 2005

Current - Silver 2004-2005 Rates

Renewal - Silver 2005-2006 Rates

Employee	\$593.63	\$593.63
Spouse	\$524.43	\$524.43
Child(ren)	\$389.20	\$389.20
Family	N/A	N/A

2004-2005 Rates

2005-2006 Rates

	With Medical	Without Medical	With Medical	Without Medical
Employee	\$27.49	\$27.49	\$27.49	\$27.49
Dependen	\$40.42	\$40.42	\$40.42	\$40.42
Family	\$67.91	\$67.91	\$67.91	\$67.91

2004-2005 Rates, per \$1000

2005-2006 Rates, per \$1000

Employee	N/A	N/A
Dependen	N/A	N/A

2004-2005 Rates

2005-2006 Rates

Employee	\$5.74	\$5.74
Dependen	\$8.43	\$8.43
Family	\$14.17	\$14.17

2004-2005 Rates

2005-2006 Rates

Employee	\$283.29	\$283.29
----------	----------	----------

2004-2005 Rates, per \$10

2005-2006 Rates, per \$10

Employee	N/A	N/A
----------	-----	-----

CITY OF MARATHON



Florida Municipal Insurance Trust

Rates Effective October 1, 2005

Current - Gold 2004-2005 Rates

Renewal - Gold 2005-2006 Rates

Employee	\$494.89	\$551.60
Spouse	\$728.50	\$811.99
Child(ren)	\$609.09	\$678.89
Family	N/A	N/A

2004-2005 Rates

2005-2006 Rates

	With Medical	Without Medical	With Medical	Without Medical
Employee	\$28.91	\$28.91	\$29.40	\$29.40
Dependen	\$42.50	\$42.50	\$43.21	\$43.21
Family	\$71.41	\$71.41	\$72.61	\$72.61

2004-2005 Rates, per \$1000

2005-2006 Rates, per \$1000

Employee	N/A	N/A
Dependen	N/A	N/A

2004-2005 Rates

2005-2006 Rates

Employee	\$5.74	\$5.74
Dependen	\$8.43	\$8.43
Family	\$14.17	\$14.17

2004-2005 Rates

2005-2006 Rates

Employee	\$277.62	\$304.99
----------	----------	----------

2004-2005 Rates, per \$10

2005-2006 Rates, per \$10

Employee	N/A	N/A
----------	-----	-----



FLORIDA LEAGUE OF CITIES, INC.

PUBLIC RISK SERVICES

August 25, 2005

☐ Administration/
Marketing

☐ Risk Control

☐ Underwriting
Property & Casualty
Health

Post Office Box 530065
Orlando, FL 32853-0065
800-445-6248
407-425-9142
Suncom 344-0725
Fax 407-425-9378

☒ Health Claims

Post Office Box 538140
Orlando, FL 32853-8140
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

☐ Workers'

Compensation Claims
Post Office Box 538135
Orlando, FL 32853-8135
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

☐ Property & Liability
Claims

Post Office Box 538135
Orlando, FL 32853-8135
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

Key Largo Wastewater Treatment Plant District
Martin Waits
P O Box 491
Key Largo, FL 33037

Re: RFP - Group Health Insurance

Dear Mr. Waits:

We appreciate the opportunity to provide you with this proposal of insurance for your employee benefits program. Medical and prescription drug coverage has been proposed to match your current in-network benefit structure through the Florida Municipal Insurance Trust, a non-profit, non-accessible, group-pooled program.

The Trust also provides dental and short-term disability benefits.

Our proposal utilizes Aetna to offer a statewide managed care network for its participants. This Comprehensive network of doctors and hospitals is available in most regions of the state and nationally. Out of network benefits are available under our proposal only on an emergency basis. No other out of network benefits are provided under our proposal, unless specifically approved by the Trust on an individual case management basis.

All rates quoted are guaranteed for sixty (60) days from the date of the proposal. The rates include costs of administration, reinsurance and estimated claims costs.

We welcome the opportunity to further discuss our proposal and should you have any questions, please contact me at 1-800-445-6248.

Sincerely,

Sandy Osborne
Account Executive - Group Health Benefits

SO/jr

Enclosure

Florida Municipal Insurance Trust



FLORIDA LEAGUE OF CITIES, INC.

PUBLIC RISK SERVICES

☐ Administration/
Marketing

☐ Risk Control

☐ Underwriting
Property & Casualty
Health

Post Office Box 530065
Orlando, FL 32853-0065
800-445-6248
407-425-9142
Suncom 344-0725
Fax 407-425-9378

☒ Health Claims
Post Office Box 538140
Orlando, FL 32853-8140
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

☐ Workers'
Compensation Claims
Post Office Box 538135
Orlando, FL 32853-8135
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

☐ Property & Liability
Claims
Post Office Box 538135
Orlando, FL 32853-8135
800-756-3042
407-245-0725
Suncom 344-0725
Fax 407-425-9378

PROPOSAL OF INSURANCE

FOR

KEY LARGO WASTEWATER TREATMENT PLANT DISTRICT

Effective Date: 10/01/2005

Provided by

Florida Municipal Insurance Trust

Administered by:

The Florida League of Cities, Inc.
PUBLIC RISK SERVICES
P.O. Box 530065
Orlando, FL 32853-0065

407-425-9142 or Toll Free 1-800-445-6248

October 6, 2005

Aelma HMO

2015

..... All rates are subject to Large Claim Disclosure and acceptance by the PIAIT's stop loss insurance carrier.
 * * * Medicare Supplement is available for retirees over age 65
 Coverage is subject to approval of Evidence of Good Health form on all employees and descendants

Florida Municipal Insurance Trust
 Key Largo Wastewater Treatment Plant Dist
 Medical & Rx Option 2
 Rx Copays \$15/\$30/\$45

Actua HMO

Contract Type	Enrollment	Current Rates	Monthly Premium	Annual Premium
Single	9	n/a	n/a	n/a
EE + Spouse	0	n/a	n/a	n/a
EE + Child(ren)	0	n/a	n/a	n/a
Family	0	n/a	n/a	n/a
Proposed Actua				
Contract Type	Enrollment	Rates (FLC) w Rx Option 2 10/1/05 - 9/30/06	Monthly Premium	Annual Premium
Single	9	\$499.03	\$4,491.26	\$53,895.16
EE + Spouse	0	\$1,145.87	\$0.00	\$0.00
EE + Child(ren)	0	\$1,039.29	\$0.00	\$0.00
Family	0	\$1,686.13	\$0.00	\$0.00
Single	9	\$493.08	\$4,437.76	\$53,253.07
EE + Spouse	0	\$1,132.22	\$0.00	\$0.00
EE + Child(ren)	0	\$1,026.91	\$0.00	\$0.00
Family	0	\$1,666.04	\$0.00	\$0.00
Single	9	\$482.58	\$4,343.23	\$52,118.72
EE + Spouse	0	\$1,108.10	\$0.00	\$0.00
EE + Child(ren)	0	\$1,005.04	\$0.00	\$0.00
Family	0	\$1,630.55	\$0.00	\$0.00
**Medicare Supplement				
		\$304.99		

Notes

All rates are subject to Large Group Disclosure and acceptance by the FMT's stop loss insurance carrier.

** Medicare Supplement is available for retirees over age 65

*** Coverage is subject to approval of Evidence of Good Health form on all employees and dependents

Aetna Incorporated
Plan 1A

Florida Municipal Insurance Trust

<u>Plan Features</u>	<u>HMO Network Benefits</u>
*Maximum Out of Pocket	
(includes flat-dollar and percentage copays; excludes member cost sharing for prescription drug benefits)	\$1,500/\$3,000
Plan Deductible	
Individual/Family Limits	Not applicable
Maximum Benefit Per Lifetime	\$3,000,000
Primary Care Physician Visits	
Office Hours	\$10 copay
After-Hours/Home	\$10 copay
Specialty Care	
Office Visits	\$10 copay
Diagnostic OP Lab/X Ray Testing (at facility)	\$10 copay
Diagnostic OP Lab/X Ray Testing (at specialist)	Included in Specialist Office Visit copay for visit
Outpatient Therapy (speech, physical, occupational)	\$10 copay. Treatment over a 60-day consecutive period per incident of illness or injury beginning with the first day of treatment.
Outpatient Dialysis/Chemotherapy	\$10 copay
Allergy Testing/Treatment	\$10 copay for testing by specialist. \$10 copay for allergy injection in PCP office. No serum copay.
Preventive Care	
Routine Physicals	\$10 copay
Routine Child and Well Baby Care; Immunizations	\$10 copay
Routine GYN Care	\$10 copay. One routine GYN visit and pap smear/365 days. Direct access to participating providers.
Routine Mammography	\$10 copay. Age 35-39, one low dose mammography screening; age 40 and older, one annual mammogram.
Routine Eye Exam	\$10 copay. Direct Access to participating providers. Frequency and age schedules may apply.
Hearing Exam	\$10 copay. Routine hearing screenings.
Hearing Aids	Not covered
Emergency Care	\$75 copay
Urgent Care	\$75 copay
Ambulance	No copay

Aetna Incorporated
Plan 1A

Florida Municipal Insurance Trust

<u>Plan Features</u>	<u>HMO Network Benefits</u>
Outpatient Surgery	No copay
Hospitalization	\$250 copay
Skilled Nursing Facility Care (in lieu of hospitalization for medically necessary covered benefits)	\$250 copay
Maternity	
OB Visits	\$10 copay for initial visit only.
Hospital (Includes Newborn Services)	\$250 copay
Home Health Care/Hospice-Outpatient	No copay
Private Duty or Special Duty Nursing	Not covered unless pre-authorized by HMO; no copay when covered.
Hospice - Inpatient	\$250 copay
Family Planning/Reproductive Services Sterilization Procedures	Covered with applicable specialist, outpatient surgery or inpatient hospital copay. Reversal of voluntary sterilization including related follow-up care and treatment of complications of such procedures is not covered.
Mental Health	
Inpatient	\$250 copay, 30 days per calendar year
Outpatient	\$10 copay, 20 visits per calendar year.
Substance Abuse Detoxification	
Inpatient Detoxification	\$250 copay
Substance Abuse Rehabilitation	
Inpatient Rehabilitation	\$250 copay; 30 days per calendar year
Outpatient Rehabilitation	\$10 copay; 45 visits per calendar year.
Diabetic Supplies	\$10 PCP copay applies
Chiropractic Care	\$10 copay. Direct access subluxation benefit; 20 visits per calendar year.
Durable Medical Equipment	\$0 copay, \$2,500 annual maximum
Dental	Not covered
Vision Corrective Lenses/Contacts Allowance	Not covered
Comprehensive Infertility	Not covered

Aetna Incorporated

Florida Municipal Insurance Trust

Plan 1A

Plan FeaturesHMO Network Benefits

Advanced Reproductive Technology

Not covered

Medical Spending Fund
Individual/Family Limits

Not available

Exclusions and Limitations

Exclusions

The Plan does not cover the following services and supplies:

- Acupuncture and acupuncture therapy, except when performed by a participating physician as a form of anesthesia in connection with covered surgery.
- Ambulance services, when used as routine transportation to receive inpatient or outpatient services.
- Any service in connection with, or required by, a procedure or benefit not covered by the Plan.
- Any services or supplies that are not medically necessary, as determined by Aetna.
- Biofeedback, except as specifically approved by Aetna.
- Blood, blood plasma, or other blood derivatives or substitutes.
- Breast augmentation and otoplasties, including treatment of gynecomastia.
- Canceled office visits or missed appointments.
- Care for conditions that, by state or local law, must be treated in a public facility, including mental illness commitments.
- Care furnished to provide a safe surrounding, including the charges for providing a surrounding free from exposure that can worsen the disease or injury.
- Cosmetic surgery or surgical procedures primarily for the purpose of changing the appearance of any part of the body to improve appearance or self-esteem. However, the Plan covers the following:
 - reconstructive surgery to correct the results of an injury.
 - surgery to treat congenital defects (such as cleft lip and cleft palate) to restore normal bodily function.
 - surgery to reconstruct a breast after a mastectomy that was done to treat a disease, or as a continuation of a staged reconstructive procedure.
- Court-ordered services and services required by court order as a condition of parole or probation, unless medically necessary and provided by participating providers.
- Custodial care and rest cures.
- Dental care and treatment, except as specified under "Your Benefits". The Plan does not cover:
 - care, filling, removal or replacement of teeth,
 - dental services related to the gums,
 - apicoectomy (dental root resection),
 - orthodontics,
 - root canal treatment,
 - soft tissue impactions,
 - alveolectomy,
 - augmentation and vestibuloplasty treatment of periodontal disease, prosthetic restoration of dental implants, and
 - dental implants.
- Educational services, special education, remedial education or job training. The Plan does not cover evaluation or treatment of learning disabilities, minimal brain dysfunction, developmental and learning disorders, behavioral training or cognitive rehabilitation. Services, treatment, and educational testing and training related to behavioral (conduct) problems, learning disabilities and developmental delays are not covered by the Plan.
- Expenses that are the legal responsibility of Medicare or a third party payor.
- Experimental and investigational services and procedures; ineffective surgical, medical, psychiatric, or dental treatments or procedures; research studies; or other experimental or investigational health care procedures or pharmacological regimes, as determined by Aetna, unless approved by Aetna in advance. This exclusion will not apply to drugs:
 - that have been granted treatment investigational new drug (IND) or Group c/treatment IND status,
 - that are being studied at the Phase III level in a national clinical trial sponsored by the National Cancer Institute, or
 - that Aetna has determined, based upon scientific evidence, demonstrate effectiveness or show promise of being effective for the disease.
 - Refer to the "Glossary" for a definition of "experimental or investigational."
- False teeth.
- Hair analysis.
- Health services, including those related to pregnancy, that are provided before your coverage is effective or after your coverage has been terminated.

Exclusions (cont.)

**Aetna Incorporated
Plan 1A****Florida Municipal Insurance Trust**

- Hearing aids, eyeglasses, or contact lenses or the fitting thereof.
- Household equipment, including (but not limited to) the purchase or rental of exercise cycles, air purifiers, central or unit air conditioners, water purifiers, hypo-allergenic pillows, mattresses or waterbeds, is not covered. Improvements to your home or place of work, including (but not limited to) ramps, elevators, handrails, stair glides and swimming pools, are not covered.
- Hypnotherapy, except when approved in advance by Aetna.
- Immunizations related to travel or work.
- Implantable drugs.
- Infertility services, except as described under "Your Benefits". The Plan does not cover:
 - purchase of donor sperm and any charges for the storage of sperm.
 - purchase of donor eggs, and any charges associated with care of the donor required for donor egg retrievals or transfers or gestational carriers.
 - cryopreservation and storage of cryopreserved embryos.
 - all charges associated with a gestational carrier program (surrogate parenting) for the Plan participant or the gestational carrier.
 - drugs related to the treatment of non-covered benefits or related to the treatment of infertility that are not medically necessary.
 - injectable infertility drugs.
 - the costs for home ovulation prediction kits.
 - services for couples in which one of the partners has had a previous sterilization procedure, with or without reversal.
 - services for females with FSH levels greater than 19 mIU/ml on day 3 of the menstrual cycle.
- Oral and implantable contraceptive drugs and devices, except when prescribed to treat certain medical conditions.
- Orthoptics (a technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision).
- Orthotics.
- Outpatient supplies, including (but not limited to) outpatient medical consumable or disposable supplies such as syringes, incontinence pads, elastic stockings and reagent strips.
- Personal comfort or convenience items, including services and supplies that are not directly related to medical care, such as guest meals and accommodations, barber services, telephone charges, radio and television rentals, homemaker services, travel expenses, take-home supplies, and other similar items and services.
- Prescription drugs and medicines, except those administered while you are an inpatient in a health care facility.
- Private duty or special nursing care, unless approved in advance by Aetna.
- Radial keratotomy, including related procedures designed to surgically correct refractive errors.
- Recreational, educational and sleep therapy, including any related diagnostic testing.
- Religious, marital and sex counseling, including related services and treatment.
- Reversal of voluntary sterilizations, including related follow-up care.
- Routine hand and foot care services, including routine reduction of nails, calluses and corns.
- Services not covered by the Plan.
- Services or supplies covered by any automobile insurance policy, up to the policy's amount of coverage limitation.
- Services provided by your close relative (your spouse, child, brother, sister, or the parent of you or your spouse) for which, in the absence of coverage, no charge would be made.
- Services required by a third party, including (but not limited to) physical examinations, diagnostic services and immunizations in connection with:
 - obtaining or continuing employment,
 - obtaining or maintaining any license issued by a municipality, state or federal government,
 - securing insurance coverage,
 - travel, and
 - school admissions or attendance, including examinations required to participate in athletics, unless the service is considered to be part of an appropriate schedule of wellness services.
- Services and supplies that are not medically necessary.
- Services you are not legally obligated to pay for in the absence of this coverage.
- Special education, including lessons in sign language to instruct a Plan participant whose ability to speak has been lost or impaired to function without that ability.
- Special medical reports, including those not directly related to the medical treatment of a Plan participant (such as employment or insurance physicals) and reports prepared in connection with litigation.
- Specific injectable drugs, including:
 - experimental drugs or medications, or drugs or medications that have not been proven safe and effective for a specific disease or approved for a mode of treatment by the FDA and the National Institutes of Health,
 - needles, syringes and other injectable aids,
 - drugs related to treatments not covered by the Plan, and
 - drugs related to the treatment of infertility, contraception, and performance-enhancing steroids

Exclusions (cont.)

**Aetna Incorporated
Plan 1A****Florida Municipal Insurance Trust**

- Specific non-standard allergy services and supplies, including (but not limited to):
 - skin titration (wrinkle method),
 - cytotoxicity testing (Bryan's Test),
 - treatment of non-specific candida sensitivity, and
 - urine autoinjections.
- Speech therapy for treatment of delays in speech development, unless resulting from disease, injury, or congenital defects.
- Surgical operations, procedures or treatment of obesity.
- Therapy or rehabilitation, including (but not limited to):
 - primal therapy.
 - chelation therapy.
 - rolfing.
 - psychodrama.
 - megavitamin therapy.
 - purging.
 - bioenergetic therapy.
 - vision perception training.
 - carbon dioxide therapy.
- Thermograms and thermography.
- Transsexual surgery, sex change or transformation. The Plan does not cover any procedure, treatment or related service designed to alter a Plan participant's physical characteristics from their biologically determined sex to those of another sex, regardless of any diagnosis of gender role or psychosexual orientation problems.
- Treatment in a federal, state or governmental facility, including care and treatment provided in a nonparticipating hospital owned or operated by any federal, state or other governmental entity, except to the extent required by applicable laws.
- Treatment, including therapy, supplies and counseling, for sexual dysfunctions or inadequacies that do not have a physiological or organic basis.
- Treatment of diseases, injuries or disabilities related to military service for which you are entitled to receive treatment at government facilities that are reasonably available to you.
- Treatment of injuries sustained while committing a felony.
- Treatment of mental retardation, defects and deficiencies. This exclusion does not apply to medical treatment of the retarded individual as described under "Your Benefits".
- Treatment of occupational injuries and occupational diseases, including injuries that arise out of (or in the course of) any work for pay or profit, or in any way result from a disease or injury which does. If you are covered under a Workers' Compensation law or similar law, and submit proof that you are not covered for a particular disease or injury under such law, that disease or injury will be considered "non-occupational," regardless of cause.
- Treatment of temporomandibular joint (TMJ) syndrome, including (but not limited to):
 - treatment performed by placing a prosthesis directly on the teeth,
 - surgical and non-surgical medical and dental services, and
 - diagnostic or therapeutic services related to TMJ.
- Weight reduction programs and dietary supplements.

Limitations

In the event there are two or more alternative medical services that, in the sole judgment of Aetna, are equivalent in quality of care, the Plan reserves the right to cover only the least costly service, as determined by Aetna, provided that Aetna approves coverage for the service or treatment in advance.

This material is for informational purposes only and is neither an offer of coverage nor medical advice. It contains only a partial, general description of plan or program benefits and does not constitute a contract or any part of one. In case of a conflict between your plan documents and this information, the plan documents will govern. For a complete description of the benefits available to you, including procedures, exclusions and limitations refer to your specific plan documents from your employer. All the terms and conditions of your plan or program are subject to and governed by applicable contracts, laws, regulations and policies. The availability of a plan or program may vary by geographic service area, and not all plans or programs are available in all areas. Certain services, including but not limited to non-emergency inpatient hospital care, require precertification. Participating physicians, hospitals and other health care providers are neither agents nor employees of Aetna.

Plans are administered by Aetna Health Administrators or Aetna Life Insurance Company.

<u>Plan Features</u>	<u>HMO Network Benefits</u>
*Maximum Out of Pocket	
(includes flat-dollar and percentage copays; excludes member cost sharing for prescription drug benefits)	\$1,500/\$3,000
Plan Deductible	
Individual/Family Limits	Not applicable
Maximum Benefit Per Lifetime	\$3,000,000
Primary Care Physician Visits	
Office Hours	\$15 copay
After-Hours/Home	\$15 copay
Specialty Care	
Office Visits	\$15 copay
Diagnostic OP Lab/X Ray Testing (at facility)	\$15 copay
Diagnostic OP Lab/X Ray Testing (at specialist)	Included in Specialist Office Visit copay for visit
Outpatient Therapy (speech, physical, occupational)	\$15 copay. Treatment over a 60-day consecutive period per incident of illness or injury beginning with the first day of treatment.
Outpatient Dialysis/Chemotherapy	\$15 copay
Allergy Testing/Treatment	\$15 copay for testing by specialist. \$15 copay for allergy injection in PCP office. No serum copay.
Preventive Care	
Routine Physicals	\$15 copay
Routine Child and Well Baby Care; Immunizations	\$15 copay
Routine GYN Care	\$15 copay. One routine GYN visit and pap smear/365 days. Direct access to participating providers.
Routine Mammography	\$15 copay. Age 35-39, one low dose mammography screening; age 40 and older, one annual mammogram.
Routine Eye Exam	\$15 copay. Direct Access to participating providers. Frequency and age schedules may apply.
Hearing Exam	\$15 copay. Routine hearing screenings.
Hearing Aids	Not covered
Emergency Care	\$75 copay
Urgent Care	\$75 copay
Ambulance	No copay

<u>Plan Features</u>	<u>HMO Network Benefits</u>
Outpatient Surgery	No copay
Hospitalization	\$250 copay
Skilled Nursing Facility Care (in lieu of hospitalization for medically necessary covered benefits)	\$250 copay
Maternity	
OB Visits	\$15 copay for initial visit only.
Hospital (Includes Newborn Services)	\$250 copay
Home Health Care/Hospice-Outpatient	No copay
Private Duty or Special Duty Nursing	Not covered unless pre-authorized by HMO; no copay when covered.
Hospice - Inpatient	\$250 copay
Family Planning/Reproductive Services Sterilization Procedures	Covered with applicable specialist, outpatient surgery or inpatient hospital copay. Reversal of voluntary sterilization including related follow-up care and treatment of complications of such procedures is not covered.
Mental Health	
Inpatient	\$250 copay, 30 days per calendar year
Outpatient	\$15 copay, 20 visits per calendar year.
Substance Abuse Detoxification	
Inpatient Detoxification	\$250 copay
Substance Abuse Rehabilitation	
Inpatient Rehabilitation	\$250 copay ; 30 days per calendar year
Outpatient Rehabilitation	\$15 copay; 45 visits per calendar year.
Diabetic Supplies	\$15 PCP copay applies
Chiropractic Care	\$15 copay. Direct access subluxation benefit; 20 visits per calendar year.
Durable Medical Equipment	\$0 copay, \$2,500 annual maximum
Dental	Not covered
Vision Corrective Lenses/Contacts Allowance	Not covered
Comprehensive Infertility	Not covered

Plan Features

HMO Network Benefits

Advanced Reproductive Technology

Not covered

Medical Spending Fund
Individual/Family Limits

Not available

Exclusions and Limitations

Exclusions

The Plan does not cover the following services and supplies:

- Acupuncture and acupuncture therapy, except when performed by a participating physician as a form of anesthesia in connection with covered surgery.
- Ambulance services, when used as routine transportation to receive inpatient or outpatient services.
- Any service in connection with, or required by, a procedure or benefit not covered by the Plan.
- Any services or supplies that are not medically necessary, as determined by Aetna.
- Biofeedback, except as specifically approved by Aetna.
- Blood, blood plasma, or other blood derivatives or substitutes.
- Breast augmentation and otoplastics, including treatment of gynecomastia.
- Canceled office visits or missed appointments.
- Care for conditions that, by state or local law, must be treated in a public facility, including mental illness commitments.
- Care furnished to provide a safe surrounding, including the charges for providing a surrounding free from exposure that can worsen the disease or injury.
- Cosmetic surgery or surgical procedures primarily for the purpose of changing the appearance of any part of the body to improve appearance or self-esteem. However, the Plan covers the following:
 - reconstructive surgery to correct the results of an injury.
 - surgery to treat congenital defects (such as cleft lip and cleft palate) to restore normal bodily function.
 - surgery to reconstruct a breast after a mastectomy that was done to treat a disease, or as a continuation of a staged reconstructive procedure.
- Court-ordered services and services required by court order as a condition of parole or probation, unless medically necessary and provided by participating providers.
- Custodial care and rest cures.
- Dental care and treatment, except as specified under "Your Benefits". The Plan does not cover:
 - care, filling, removal or replacement of teeth,
 - dental services related to the gums,
 - apicectomy (dental root resection),
 - orthodontics,
 - root canal treatment,
 - soft tissue impactions,
 - alveolectomy,
 - augmentation and vestibuloplasty treatment of periodontal disease, prosthetic restoration of dental implants, and
 - dental implants.
- Educational services, special education, remedial education or job training. The Plan does not cover evaluation or treatment of learning disabilities, minimal brain dysfunction, developmental and learning disorders, behavioral training or cognitive rehabilitation. Services, treatment, and educational testing and training related to behavioral (conduct) problems, learning disabilities and developmental delays are not covered by the Plan.
- Expenses that are the legal responsibility of Medicare or a third party payor.
- Experimental and investigational services and procedures; ineffective surgical, medical, psychiatric, or dental treatments or procedures; research studies; or other experimental or investigational health care procedures or pharmacological regimes, as determined by Aetna, unless approved by Aetna in advance. This exclusion will not apply to drugs:
 - that have been granted treatment investigational new drug (IND) or Group c/treatment IND status,
 - that are being studied at the Phase III level in a national clinical trial sponsored by the National Cancer Institute, or
 - that Aetna has determined, based upon scientific evidence, demonstrate effectiveness or show promise of being effective for the disease.

Refer to the "Glossary" for a definition of "experimental or investigational."
- False teeth.
- Hair analysis.
- Health services, including those related to pregnancy, that are provided before your coverage is effective or after your coverage has been terminated.

- Hearing aids, eyeglasses, or contact lenses or the fitting thereof.
- Household equipment, including (but not limited to) the purchase or rental of exercise cycles, air purifiers, central or unit air conditioners, water purifiers, hypo-allergenic pillows, mattresses or waterbeds, is not covered. Improvements to your home or place of work, including (but not limited to) ramps, elevators, handrails, stair glides and swimming pools, are not covered.
- Hypnotherapy, except when approved in advance by Aetna.
- Immunizations related to travel or work.
- Implantable drugs.
- Infertility services, except as described under "Your Benefits". The Plan does not cover:
 - purchase of donor sperm and any charges for the storage of sperm.
 - purchase of donor eggs, and any charges associated with care of the donor required for donor egg retrievals or transfers or gestational carriers.
 - cryopreservation and storage of cryopreserved embryos.
 - all charges associated with a gestational carrier program (surrogate parenting) for the Plan participant or the gestational carrier.
 - drugs related to the treatment of non-covered benefits or related to the treatment of infertility that are not medically necessary.
 - injectable infertility drugs.
 - the costs for home ovulation prediction kits.
 - services for couples in which one of the partners has had a previous sterilization procedure, with or without reversal.
 - services for females with FSH levels greater than 19 mIU/ml on day 3 of the menstrual cycle.
- Oral and implantable contraceptive drugs and devices, except when prescribed to treat certain medical conditions.
- Orthoptics (a technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision).
- Orthotics.
- Outpatient supplies, including (but not limited to) outpatient medical consumable or disposable supplies such as syringes, incontinence pads, elastic stockings and reagent strips.
- Personal comfort or convenience items, including services and supplies that are not directly related to medical care, such as guest meals and accommodations, barber services, telephone charges, radio and television rentals, homemaker services, travel expenses, take-home supplies, and other similar items and services.
- Prescription drugs and medicines, except those administered while you are an inpatient in a health care facility.
- Private duty or special nursing care, unless approved in advance by Aetna.
- Radial keratotomy, including related procedures designed to surgically correct refractive errors.
- Recreational, educational and sleep therapy, including any related diagnostic testing.
- Religious, marital and sex counseling, including related services and treatment.
- Reversal of voluntary sterilizations, including related follow-up care.
- Routine hand and foot care services, including routine reduction of nails, calluses and corns.
- Services not covered by the Plan.
- Services or supplies covered by any automobile insurance policy, up to the policy's amount of coverage limitation.
- Services provided by your close relative (your spouse, child, brother, sister, or the parent of you or your spouse) for which, in the absence of coverage, no charge would be made.
- Services required by a third party, including (but not limited to) physical examinations, diagnostic services and immunizations in connection with:
 - obtaining or continuing employment,
 - obtaining or maintaining any license issued by a municipality, state or federal government,
 - securing insurance coverage,
 - travel, and
 - school admissions or attendance, including examinations required to participate in athletics, unless the service is considered to be part of an appropriate schedule of wellness services.
- Services and supplies that are not medically necessary.
- Services you are not legally obligated to pay for in the absence of this coverage.
- Special education, including lessons in sign language to instruct a Plan participant whose ability to speak has been lost or impaired to function without that ability.
- Special medical reports, including those not directly related to the medical treatment of a Plan participant (such as employment or insurance physicals) and reports prepared in connection with litigation.
- Specific injectable drugs, including:
 - experimental drugs or medications, or drugs or medications that have not been proven safe and effective for a specific disease or approved for a mode of treatment by the FDA and the National Institutes of Health,
 - needles, syringes and other injectable aids,
 - drugs related to treatments not covered by the Plan, and
 - drugs related to the treatment of infertility, contraception, and performance-enhancing steroids

- Specific non-standard allergy services and supplies, including (but not limited to):
 - skin titration (wrinkle method),
 - cytotoxicity testing (Bryan's Test),
 - treatment of non-specific candida sensitivity, and
 - urine autoinjections.
- Speech therapy for treatment of delays in speech development, unless resulting from disease, injury, or congenital defects.
- Surgical operations, procedures or treatment of obesity.
- Therapy or rehabilitation, including (but not limited to):
 - primal therapy.
 - chelation therapy.
 - rolfing.
 - psychodrama.
 - megavitamin therapy.
 - purging.
 - bioenergetic therapy.
 - vision perception training.
 - carbon dioxide therapy.
- Thermograms and thermography.
- Transsexual surgery, sex change or transformation. The Plan does not cover any procedure, treatment or related service designed to alter a Plan participant's physical characteristics from their biologically determined sex to those of another sex, regardless of any diagnosis of gender role or psychosexual orientation problems.
- Treatment in a federal, state or governmental facility, including care and treatment provided in a nonparticipating hospital owned or operated by any federal, state or other governmental entity, except to the extent required by applicable laws.
- Treatment, including therapy, supplies and counseling, for sexual dysfunctions or inadequacies that do not have a physiological or organic basis.
- Treatment of diseases, injuries or disabilities related to military service for which you are entitled to receive treatment at government facilities that are reasonably available to you.
- Treatment of injuries sustained while committing a felony.
- Treatment of mental retardation, defects and deficiencies. This exclusion does not apply to medical treatment of the retarded individual as described under "Your Benefits".
- Treatment of occupational injuries and occupational diseases, including injuries that arise out of (or in the course of) any work for pay or profit, or in any way result from a disease or injury which does. If you are covered under a Workers' Compensation law or similar law, and submit proof that you are not covered for a particular disease or injury under such law, that disease or injury will be considered "non-occupational," regardless of cause.
- Treatment of temporomandibular joint (TMJ) syndrome, including (but not limited to):
 - treatment performed by placing a prosthesis directly on the teeth,
 - surgical and non-surgical medical and dental services, and
 - diagnostic or therapeutic services related to TMJ.
- Weight reduction programs and dietary supplements.

Limitations

In the event there are two or more alternative medical services that, in the sole judgment of Aetna, are equivalent in quality of care, the Plan reserves the right to cover only the least costly service, as determined by Aetna, provided that Aetna approves coverage for the service or treatment in advance.

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Plans are administered by Aetna Health Administrators or Aetna Life Insurance Company.

<u>Plan Features</u>	<u>HMO Network Benefits</u>
*Maximum Out of Pocket	
(includes flat-dollar and percentage copays; excludes member cost sharing for prescription drug benefits)	\$1,500/\$3,000
Plan Deductible	
Individual/Family Limits	Not applicable
Maximum Benefit Per Lifetime	\$3,000,000
Primary Care Physician Visits	
Office Hours	\$15 copay
After-Hours/Home	\$25 copay
Specialty Care	
Office Visits	\$25 copay
Diagnostic OP Lab/X Ray Testing (at facility)	\$25 copay
Diagnostic OP Lab/X Ray Testing (at specialist)	Included in Specialist Office Visit copay for visit
Outpatient Therapy (speech, physical, occupational)	\$25 copay. Treatment over a 60-day consecutive period per incident of illness or injury beginning with the first day of treatment.
Outpatient Dialysis/Chemotherapy	\$25 copay
Allergy Testing/Treatment	\$25 copay for testing by specialist. \$15 copay for allergy injection in PCP office. No serum copay.
Preventive Care	
Routine Physicals	\$15 copay
Routine Child and Well Baby Care; Immunizations	\$15 copay
Routine GYN Care	\$25 copay. One routine GYN visit and pap smear/365 days. Direct access to participating providers.
Routine Mammography	\$25 copay. Age 35-39, one low dose mammography screening; age 40 and older, one annual mammogram.
Routine Eye Exam	\$25 copay. Direct Access to participating providers. Frequency and age schedules may apply.
Hearing Exam	\$15 copay. Routine hearing screenings.
Hearing Aids	Not covered
Emergency Care	\$75 copay
Urgent Care	\$75 copay
Ambulance	No copay

<u>Plan Features</u>	<u>HMO Network Benefits</u>
Outpatient Surgery	\$250 copay
Hospitalization	\$500 copay
Skilled Nursing Facility Care (in lieu of hospitalization for medically necessary covered benefits)	\$500 copay
Maternity	
OB Visits	\$25 copay for initial visit only.
Hospital (Includes Newborn Services)	\$500 copay
Home Health Care/Hospice-Outpatient	No copay
Private Duty or Special Duty Nursing	Not covered unless pre-authorized by HMO; no copay when covered.
Hospice - Inpatient	\$500 copay
Family Planning/Reproductive Services Sterilization Procedures	Covered with applicable specialist, outpatient surgery or inpatient hospital copay. Reversal of voluntary sterilization including related follow-up care and treatment of complications of such procedures is not covered.
Mental Health	
Inpatient	\$500 copay, 30 days per calendar year
Outpatient	\$25 copay, 20 visits per calendar year.
Substance Abuse Detoxification	
Inpatient Detoxification	\$500 copay
Substance Abuse Rehabilitation	
Inpatient Rehabilitation	\$500 copay; 30 days per calendar year
Outpatient Rehabilitation	\$25 copay; 45 visits per calendar year.
Diabetic Supplies	\$15 PCP copay applies
Chiropractic Care	\$25 copay. Direct access subluxation benefit; 20 visits per calendar year.
Durable Medical Equipment	\$0 copay, \$2,500 annual maximum
Dental	Not covered
Vision Corrective Lenses/Contacts Allowance	Not covered
Comprehensive Infertility	Not covered

Plan Features

Advanced Reproductive Technology

Medical Spending Fund
Individual/Family Limits

HMO Network Benefits

Not covered

Not available

Exclusions and Limitations

Exclusions

The Plan does not cover the following services and supplies:

- Acupuncture and acupuncture therapy, except when performed by a participating physician as a form of anesthesia in connection with covered surgery.
- Ambulance services, when used as routine transportation to receive inpatient or outpatient services.
- Any service in connection with, or required by, a procedure or benefit not covered by the Plan.
- Any services or supplies that are not medically necessary, as determined by Aetna.
- Biofeedback, except as specifically approved by Aetna.
- Blood, blood plasma, or other blood derivatives or substitutes.
- Breast augmentation and otoplasties, including treatment of gynecomastia.
- Canceled office visits or missed appointments.
- Care for conditions that, by state or local law, must be treated in a public facility, including mental illness commitments.
- Care furnished to provide a safe surrounding, including the charges for providing a surrounding free from exposure that can worsen the disease or injury.
- Cosmetic surgery or surgical procedures primarily for the purpose of changing the appearance of any part of the body to improve appearance or self-esteem. However, the Plan covers the following:
 - reconstructive surgery to correct the results of an injury.
 - surgery to treat congenital defects (such as cleft lip and cleft palate) to restore normal bodily function.
 - surgery to reconstruct a breast after a mastectomy that was done to treat a disease, or as a continuation of a staged reconstructive procedure.

Court-ordered services and services required by court order as a condition of parole or probation, unless medically necessary and provided by participating providers.

- Custodial care and rest cures.

- Dental care and treatment, except as specified under "Your Benefits". The Plan does not cover:

- care, filling, removal or replacement of teeth,
- dental services related to the gums,
- apicoectomy (dental root resection),
- orthodontics,
- root canal treatment,
- soft tissue impactions,
- alveolectomy,
- augmentation and vestibuloplasty treatment of periodontal disease, prosthetic restoration of dental implants, and
- dental implants.

- Educational services, special education, remedial education or job training. The Plan does not cover evaluation or treatment of learning disabilities, minimal brain dysfunction, developmental and learning disorders, behavioral training or cognitive rehabilitation. Services, treatment, and educational testing and training related to behavioral (conduct) problems, learning disabilities and developmental delays are not covered by the Plan.

- Expenses that are the legal responsibility of Medicare or a third party payor.

- Experimental and investigational services and procedures; ineffective surgical, medical, psychiatric, or dental treatments or procedures; research studies; or other experimental or investigational health care procedures or pharmacological regimes, as determined by Aetna, unless approved by Aetna in advance. This exclusion will not apply to drugs:

- that have been granted treatment investigational new drug (IND) or Group c/treatment IND status,
- that are being studied at the Phase III level in a national clinical trial sponsored by the National Cancer Institute, or
- that Aetna has determined, based upon scientific evidence, demonstrate effectiveness or show promise of being effective for the disease.
- Refer to the "Glossary" for a definition of "experimental or investigational."

- False teeth.

Hair analysis.

Health services, including those related to pregnancy, that are provided before your coverage is effective or after your coverage has been terminated.

- Hearing aids, eyeglasses, or contact lenses or the fitting thereof.
- Household equipment, including (but not limited to) the purchase or rental of exercise cycles, air purifiers, central or unit air conditioners, water purifiers, hypo-allergenic pillows, mattresses or waterbeds, is not covered. Improvements to your home or place of work, including (but not limited to) ramps, elevators, handrails, stair glides and swimming pools, are not covered.
- Hypnotherapy, except when approved in advance by Aetna.
- Immunizations related to travel or work.
- Implantable drugs.
- Infertility services, except as described under "Your Benefits". The Plan does not cover:
 - purchase of donor sperm and any charges for the storage of sperm.
 - purchase of donor eggs, and any charges associated with care of the donor required for donor egg retrievals or transfers or gestational carriers.
 - cryopreservation and storage of cryopreserved embryos.
 - all charges associated with a gestational carrier program (surrogate parenting) for the Plan participant or the gestational carrier.
 - drugs related to the treatment of non-covered benefits or related to the treatment of infertility that are not medically necessary.
 - injectable infertility drugs.
 - the costs for home ovulation prediction kits.
 - services for couples in which one of the partners has had a previous sterilization procedure, with or without reversal.
 - services for females with FSH levels greater than 19 mIU/ml on day 3 of the menstrual cycle.
- Oral and implantable contraceptive drugs and devices, except when prescribed to treat certain medical conditions.
- Orthoptics (a technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision).
- Orthotics.
- Outpatient supplies, including (but not limited to) outpatient medical consumable or disposable supplies such as syringes, incontinence pads, elastic stockings and reagent strips.
- Personal comfort or convenience items, including services and supplies that are not directly related to medical care, such as guest meals and accommodations, barber services, telephone charges, radio and television rentals, homemaker services, travel expenses, take-home supplies, and other similar items and services.
- Prescription drugs and medicines, except those administered while you are an inpatient in a health care facility.
- Private duty or special nursing care, unless approved in advance by Aetna.
- Radial keratotomy, including related procedures designed to surgically correct refractive errors.
- Recreational, educational and sleep therapy, including any related diagnostic testing.
- Religious, marital and sex counseling, including related services and treatment.
- Reversal of voluntary sterilizations, including related follow-up care.
- Routine hand and foot care services, including routine reduction of nails, calluses and corns.
- Services not covered by the Plan.
- Services or supplies covered by any automobile insurance policy, up to the policy's amount of coverage limitation.
- Services provided by your close relative (your spouse, child, brother, sister, or the parent of you or your spouse) for which, in the absence of coverage, no charge would be made.
- Services required by a third party, including (but not limited to) physical examinations, diagnostic services and immunizations in connection with:
 - obtaining or continuing employment,
 - obtaining or maintaining any license issued by a municipality, state or federal government,
 - securing insurance coverage,
 - travel, and
 - school admissions or attendance, including examinations required to participate in athletics, unless the service is considered to be part of an appropriate schedule of wellness services.
- Services and supplies that are not medically necessary.
- Services you are not legally obligated to pay for in the absence of this coverage.
- Special education, including lessons in sign language to instruct a Plan participant whose ability to speak has been lost or impaired to function without that ability.
- Special medical reports, including those not directly related to the medical treatment of a Plan participant (such as employment or insurance physicals) and reports prepared in connection with litigation.
- Specific injectable drugs, including:
 - experimental drugs or medications, or drugs or medications that have not been proven safe and effective for a specific disease or approved for a mode of treatment by the FDA and the National Institutes of Health,
 - needles, syringes and other injectable aids,
 - drugs related to treatments not covered by the Plan, and
 - drugs related to the treatment of infertility, contraception, and performance-enhancing steroids

- Specific non-standard allergy services and supplies, including (but not limited to):
 - skin titration (wrinkle method),
 - cytotoxicity testing (Bryan's Test),
 - treatment of non-specific candida sensitivity, and
 - urine autoinjections.
- Speech therapy for treatment of delays in speech development, unless resulting from disease, injury, or congenital defects.
- Surgical operations, procedures or treatment of obesity.
- Therapy or rehabilitation, including (but not limited to):
 - primal therapy.
 - chelation therapy.
 - rolfing.
 - psychodrama.
 - megavitamin therapy.
 - purging.
 - bioenergetic therapy.
 - vision perception training.
 - carbon dioxide therapy.
- Thermograms and thermography.
- Transsexual surgery, sex change or transformation. The Plan does not cover any procedure, treatment or related service designed to alter a Plan participant's physical characteristics from their biologically determined sex to those of another sex, regardless of any diagnosis of gender role or psychosexual orientation problems.
- Treatment in a federal, state or governmental facility, including care and treatment provided in a nonparticipating hospital owned or operated by any federal, state or other governmental entity, except to the extent required by applicable laws.
- Treatment, including therapy, supplies and counseling, for sexual dysfunctions or inadequacies that do not have a physiological or organic basis.
- Treatment of diseases, injuries or disabilities related to military service for which you are entitled to receive treatment at government facilities that are reasonably available to you.
- Treatment of injuries sustained while committing a felony.
- Treatment of mental retardation, defects and deficiencies. This exclusion does not apply to medical treatment of the retarded individual as described under "Your Benefits".
- Treatment of occupational injuries and occupational diseases, including injuries that arise out of (or in the course of) any work for pay or profit, or in any way result from a disease or injury which does. If you are covered under a Workers' Compensation law or similar law, and submit proof that you are not covered for a particular disease or injury under such law, that disease or injury will be considered "non-occupational," regardless of cause.
- Treatment of temporomandibular joint (TMJ) syndrome, including (but not limited to):
 - treatment performed by placing a prosthesis directly on the teeth,
 - surgical and non-surgical medical and dental services, and
 - diagnostic or therapeutic services related to TMJ.
- Weight reduction programs and dietary supplements.

Limitations

In the event there are two or more alternative medical services that, in the sole judgment of Aetna, are equivalent in quality of care, the Plan reserves the right to cover only the least costly service, as determined by Aetna, provided that Aetna approves coverage for the service or treatment in advance.

This material is for informational purposes only and is neither an offer of coverage nor medical advice. It contains only a partial, general description of plan or program benefits and does not constitute a contract or any part of one. In case of a conflict between your plan documents and this information, the plan documents will govern. For a complete description of the benefits available to you, including procedures, exclusions and limitations refer to your specific plan documents from your employer. All the terms and conditions of your plan or program are subject to and governed by applicable contracts, laws, regulations and policies. The availability of a plan or program may vary by geographic service area, and not all plans or programs are available in all areas. Certain services, including but not limited to non-emergency inpatient hospital care, require precertification. Participating physicians, hospitals and other health care providers are neither agents nor employees of Aetna.

Plans are administered by Aetna Health Administrators or Aetna Life Insurance Company.

GROUP DENTAL

SCHEDULE OF BENEFITS

FLORIDA MUNICIPAL INSURANCE TRUST

GENERAL DENTAL CARE BENEFIT

Lifetime Maximum Benefit - Unlimited

Calendar Year Maximum Benefit -
\$1,000 per individual

SUMMARY OF GENERAL CARE SERVICES

1. Examinations and recall services, check-ups and cleaning of teeth
2. Palliative treatment
3. Endodontic treatment
4. Space maintainer
5. X-rays
6. Oral surgery
7. Periodontal treatment
8. Normal extraction of teeth
9. Silver and synthetic permanent fillings, crowns and jackets
10. Fixed bridges consisting of crowns or jackets
11. Dentures and removable bridges

DEDUCTIBLE

\$50 per individual per calendar year.

COINSURANCE

Plan pays 80% of first \$1,250 of eligible expenses per calendar year.

DENTAL RATES (PER MONTH)

Employee Dental	\$29.40
Dependent Dental	\$43.21
Family Dental	\$72.61

ORTHODONTIC CARE BENEFIT

Lifetime Maximum Benefit - \$1,000 per individual.

SUMMARY OF ORTHODONTIC CARE

1. Diagnostic procedures
2. Appliances for tooth guidance and control of harmful habits
3. Retention appliances
4. Comprehensive treatment with fixed and removable appliances for correction of malocclusion in permanent, primary and mixed dentition
5. Orthodontic treatment must be completed prior to attainment of age 19.

LIFETIME DEDUCTIBLE

\$50 per individual.

COINSURANCE

Plan pays 50% of first \$2,000 of eligible expenses per individual in their lifetime.

STAND ALONE - (Without Health)

Employee Dental	\$32.84
Dependent Dental	\$48.40
Family Dental	\$81.24

Dental coverage written in the Florida Municipal Insurance Trust is subject to a 25% participation of those employees quoted.

*** This summary was designed only to give you a brief description of benefits provided and does not include all of the provisions, limitations or exclusions in the policies. In an actual claim situation, the policy provisions, limitations, exclusions will apply. If this outline disagrees with the Plan Document in any way, the Plan Document will govern.

**FLORIDA MUNICIPAL INSURANCE TRUST
DENTAL BENEFIT PLAN SUMMARY
Option 1**

Reasonable and customary limits will apply to all covered eligible expenses.

GENERAL DENTAL CARE

Calendar Year Maximum.....\$1,000
Deductible..... \$50 calendar year

After the deductible has been met, unless otherwise stated, the following coinsurance will apply:

This plan will pay **100% preventative services**, not subject to the calendar year deductible, as follows:

1. Oral examinations
2. Dental X-rays (Bitewings twice per calendar year, Full Mouth or Panoramic once every 2 years)
3. Fluoride application (for dependents under age 15)
4. Prophylaxis

This plan will pay **80% for basic dental services** as follows:

1. Emergency treatment for pain
2. Space maintainers
3. Dental X-rays
4. Biopsies of oral tissue
5. Pulp vitality tests
6. Fillings
7. Extractions
8. Oral Surgery
9. Endodontics
10. Periodontics

This plan will pay **50% for dental restorations and specialty services** as follows:

1. Inlays, onlays
2. Crowns
3. Bridges, dentures

SCHEDULE OF ORTHODONTIC BENEFIT (applies only to eligible dependents under age 19).

Lifetime maximum (per person) \$1,000
Lifetime deductible \$50 per person

Covered eligible expenses are payable after the deductible at 50%.

1. Diagnostic procedures.
2. Appliances for tooth guidance and control of harmful habits.
3. Retention Appliances.
4. Comprehensive treatment with fixed and removable appliances for correction of malocclusion in permanent, primary and mixed dentition.

These summaries are designed only to give you a brief description of the benefits provided and does not include all of the provisions, limitations or exclusions in the policies. In an actual claim situation, the policy provisions, limitations, exclusions will apply. If this outline disagrees with the Plan Document in any way, the Plan Document will govern.

ADMINISTRATOR:

Florida League of Cities, Inc. Claims Center
P.O. Box 538135 (407) 245-0725
Orlando, FL 32853-8135 (800) 756-3042

GROUP DENTAL (Option 2)

SCHEDULE OF BENEFITS

FLORIDA MUNICIPAL INSURANCE TRUST

GENERAL DENTAL CARE BENEFIT

Lifetime Maximum Benefit - Unlimited

Calendar Year Maximum Benefit -
\$1,500 per Individual

SUMMARY OF GENERAL CARE SERVICES

1. Examinations and recall services, check-ups and cleaning of teeth
2. Palliative treatment
3. Endodontic treatment
4. Space maintainer
5. X-rays
6. Oral surgery
7. Periodontal treatment
8. Normal extraction of teeth
9. Silver and synthetic permanent fillings, crowns and jackets
10. Fixed bridges consisting of crowns or jackets
11. Dentures and removable bridges

DEDUCTIBLE

\$50 per Individual per calendar year.

COINSURANCE

Plan pays 80% of first \$1,875 of eligible expenses per calendar year.

DENTAL RATES (PER MONTH)

Employee Dental	\$29.78
Dependent Dental	\$43.78
Family Dental	\$73.56

ORTHODONTIC CARE BENEFIT

Lifetime Maximum Benefit - \$1,000 per individual.

SUMMARY OF ORTHODONTIC CARE

1. Diagnostic procedures
2. Appliances for tooth guidance and control of harmful habits
3. Retention appliances
4. Comprehensive treatment with fixed and removable appliances for correction of malocclusion in permanent, primary and mixed dentition
5. Orthodontic treatment must be completed prior to attainment of age 19.

LIFETIME DEDUCTIBLE

\$50 per individual.

COINSURANCE

Plan pays 50% of first \$2,000 of eligible expenses per individual in their lifetime.

STAND ALONE - (Without Health)

Employee Dental	\$33.27
Dependent Dental	\$49.03
Family Dental	\$82.30

Dental coverage written in the Florida Municipal Insurance Trust is subject to a 25% participation of those employees quoted.

*** This summary was designed only to give you a brief description of benefits provided and does not include all of the provisions, limitations or exclusions in the policies. In an actual claim situation, the policy provisions, limitations, exclusions will apply. If this outline disagrees with the Plan Document in any way, the Plan Document will govern.

FLORIDA MUNICIPAL INSURANCE TRUST
DENTAL BENEFIT PLAN SUMMARY
Option 2

Reasonable and customary limits will apply to all covered eligible expenses.

GENERAL DENTAL CARE

Calendar Year Maximum.....\$1,500
Deductible..... \$50 calendar year

After the deductible has been met, unless otherwise stated, the following coinsurance will apply:

This plan will pay **100% preventative services**, not subject to the calendar year deductible, as follows:

1. Oral examinations
2. Dental X-rays (Bitewings twice per calendar year, Full Mouth or Panoramic once every 2 years)
3. Fluoride application (for dependents under age 15)
4. Prophylaxis

This plan will pay **80% for basic dental services** as follows:

1. Emergency treatment for pain
2. Space maintainers
3. Dental X-rays
4. Biopsies of oral tissue
5. Pulp vitality tests
6. Fillings
7. Extractions
8. Oral Surgery
9. Endodontics
10. Periodontics

This plan will pay **50% for dental restorations and specialty services** as follows:

1. Inlays, onlays
2. Crowns
3. Bridges, dentures

SCHEDULE OF ORTHODONTIC BENEFIT (applies only to eligible dependents under age 19).

Lifetime maximum (per person) \$1,000
Lifetime deductible \$50 per person

Covered eligible expenses are payable after the deductible at 50%.

1. Diagnostic procedures.
2. Appliances for tooth guidance and control of harmful habits.
3. Retention Appliances.
4. Comprehensive treatment with fixed and removable appliances for correction of malocclusion in permanent, primary and mixed dentition.

These summaries are designed only to give you a brief description of the benefits provided and does not include all of the provisions, limitations or exclusions in the policies. In an actual claim situation, the policy provisions, limitations, exclusions will apply. If this outline disagrees with the Plan Document in any way, the Plan Document will govern.

C. ADMINISTRATOR:

Florida League of Cities, Inc. Claims Center
P.O. Box 538135 (407) 245-0725
Orlando, FL 32853-8135 (800) 758-3042

GROUP VISION

VISION SERVICE PLAN

SCHEDULE OF BENEFITS

DEDUCTIBLE

A deductible amount of \$10.00 is required for any service(s) rendered payable out of pocket by the eligible person to the panel doctor at the time of service.

COVERED EXPENSES

VISION EXAMINATION

The primary purpose of the Vision Service Plan is to provide for professional vision examination and care. This examination comprises an analysis of the vision functions, including the prescription and supply of glasses where indicated.

LENSES AND FRAMES

- A. LENSES - The VSP Panel Doctor will order the proper lenses from a VSP approved laboratory. VSP provides any necessary lenses, including single vision, bifocal, trifocal or other more complex and expensive lenses, when necessary for the patient's visual welfare. This assures the finest American-made lenses and quality workmanship. The doctor verifies the accuracy of the finished lenses.
- B. FRAMES - The patient is assisted in the selection of frames. VSP provides a wide selection of quality frames. Because of the cosmetic nature of frames and the rapidly changing styles, VSP has a limit on the cost of the frames provided under the program. The limit is designed to cover a majority of frames in current use. Patients who select frames that exceed the limit are required to pay the additional wholesale cost, plus a modest additional fee.
- C. MEDICALLY NECESSARY CONTACT LENSES - Contact lenses are allowed under the program in any of these instances provided prior approval is obtained from VSP by your doctor with documentation.
 - 1) Following cataract surgery.
 - 2) When visual acuity cannot be corrected to 20/70 in the better eye except by use of contact lenses.
 - 3) Anisometropia of greater than 350 diopters and asthenopia or diplopia, with spectacles.
 - 4) Keratoconus diagnosis where contact lenses is the treatment of choice.
 - 5) Monocular aphakia and/or binocular aphakia where the doctor certifies medically necessary contact lenses are necessary for safety and rehabilitation to an occupational productive life.

All five (5) categories of "medically necessary" contacts are subject to coordination of benefits with the medical insurance carriers. VSP will provide the contacts or glasses, but not both.
- D. COSMETIC CONTACT LENSES - When cosmetic contact lenses are selected, an indemnity allowance will be made in lieu of all other services.

HOW OFTEN SERVICES ARE AVAILABLE

- A. A VISION EXAMINATION - Is available to each covered person every 12 months.
- B. LENSES - Are available every 12 months when required.
- C. FRAMES - Are available every 24 months.

LIMITATIONS

EXTRA COST - The plan is designed to cover visual needs rather than elective materials. If any of the following are selected and the VSP doctor does not receive prior authorization, there will be an extra charge:

- a) Oversized lenses
- b) A frame costing more than plan allowance
- c) Tinted or photochromic lenses (other than Pink 1 and 2)
- d) Coated lenses
- e) No-line bifocals (blended type) and progressive lenses
- f) Cosmetic Faceting
- g) Other cosmetic items.

ITEMS NOT COVERED:

- a) Orthoptics or vision training
- b) Subnormal vision aids
- c) Aniseikonia lenses
- d) Two pair of glasses in lieu of bifocals
- e) Plano (non-prescription) lenses
- f) Cosmetic contact lenses.

Replacement or repair of lost or broken lenses and frames, except at normal intervals.

Medical or surgical treatment of the eyes.

Services or materials provided as a result of any Workers' Compensation Law, or similar legislation, or obtained through or required by any government agency or program whether Federal, State or any subdivision thereof.

Any eye examination required by an employer as a condition of employment, unless agreed upon in writing by VSP and included in the original contract.

DUAL CHOICE COVERAGE

Eligible persons not wishing to secure services from a Vision Service Plan Doctor may secure services from a non-participating doctor and submit bills for reimbursement. The amounts reimbursed are limited and may not cover the full charges.

ELIGIBILITY

Each group electing vision care must maintain their vision care coverage for a minimum of one year from the time of inception. All employees and dependents who meet the eligibility requirements of their enrolled group are covered for vision care benefits.

Neither employees nor dependents have the right to individually select vision care coverage. Requirements for participation are:

- a) 100% of all city employees, or
- b) 100% of all City employees carrying any coverages with FMIT.

PREMIUM RATES:

Employee	\$ 5.74
Dependent	<u>\$ 8.43</u>
Family Total	\$14.17

GROUP VISION (Voluntary)

VISION SERVICE PLAN

SCHEDULE OF BENEFITS

DEDUCTIBLE

A deductible amount of \$10.00 is required for any service(s) rendered payable out of pocket by the eligible person to the panel doctor at the time of service.

COVERED EXPENSES

VISION EXAMINATION

The primary purpose of the Vision Service Plan is to provide for professional vision examination and care. This examination comprises an analysis of the vision functions, including the prescription and supply of glasses where indicated.

LENSES AND FRAMES

- A. LENSES - The VSP Panel Doctor will order the proper lenses from a VSP approved laboratory. VSP provides any necessary lenses, including single vision, bifocal, trifocal or other more complex and expensive lenses, when necessary for the patient's visual welfare. This assures the finest American-made lenses and quality workmanship. The doctor verifies the accuracy of the finished lenses.
- B. FRAMES - The patient is assisted in the selection of frames. VSP provides a wide selection of quality frames. Because of the cosmetic nature of frames and the rapidly changing styles, VSP has a limit on the cost of the frames provided under the program. The limit is designed to cover a majority of frames in current use. Patients who select frames that exceed the limit are required to pay the additional wholesale cost, plus a modest additional fee.
- C. MEDICALLY NECESSARY CONTACT LENSES - Contact lenses are allowed under the program in any of these instances provided prior approval is obtained from VSP by your doctor with documentation.
 - 1) Following cataract surgery.
 - 2) When visual acuity cannot be corrected to 20/70 in the better eye except by use of contact lenses.
 - 3) Anisometropia of greater than 350 diopters and asthenopia or diplopia, with spectacles.
 - 4) Keratoconus diagnosis where contact lenses is the treatment of choice.
 - 5) Monocular aphakia and/or binocular aphakia where the doctor certifies medically necessary contact lenses are necessary for safety and rehabilitation to an occupational productive life.

All five (5) categories of "medically necessary" contacts are subject to coordination of benefits with the medical insurance carriers. VSP will provide the contacts or glasses, but not both.

- D. COSMETIC CONTACT LENSES - When cosmetic contact lenses are selected, an indemnity allowance will be made in lieu of all other services.

HOW OFTEN SERVICES ARE AVAILABLE

- A. A VISION EXAMINATION - is available to each covered person every 12 months.
- B. LENSES - Are available every 12 months when required.
- C. FRAMES - Are available every 24 months.

LIMITATIONS

EXTRA COST - The plan is designed to cover visual needs rather than elective materials. If any of the following are selected and the VSP doctor does not receive prior authorization, there will be an extra charge:

- a) Oversized lenses
- b) A frame costing more than plan allowance
- c) Tinted or photochromic lenses (other than Pink 1 and 2)
- d) Coated lenses
- e) No-line bifocals (blended type) and progressive lenses
- f) Cosmetic Faceting
- g) Other cosmetic items.

ITEMS NOT COVERED:

- a) Orthoptics or vision training
- b) Subnormal vision aids
- c) Aniseikonia lenses
- d) Two pair of glasses in lieu of bifocals
- e) Plano (non-prescription) lenses
- f) Cosmetic contact lenses.

Replacement or repair of lost or broken lenses and frames, except at normal intervals.

Medical or surgical treatment of the eyes.

Services or materials provided as a result of any Workers' Compensation Law, or similar legislation, or obtained through or required by any government agency or program whether Federal, State or any subdivision thereof.

Any eye examination required by an employer as a condition of employment, unless agreed upon in writing by VSP and included in the original contract.

DUAL CHOICE COVERAGE

Eligible persons not wishing to secure services from a Vision Service Plan Doctor may secure services from a non-participating doctor and submit bills for reimbursement. The amounts reimbursed are limited and may not cover the full charges.

ELIGIBILITY

Each group electing vision care must maintain their vision care coverage for a minimum of one year from the time of inception.

- a) Minimum enrollment 10 employees

PREMIUM RATES:

Employee	\$ 6.50
Dependent	<u>\$10.96</u>
Family Total	\$17.46

Florida Municipal Insurance Trust

EVIDENCE OF GOOD HEALTH

Employer's Name	Group Unit Number	Division
Employee's Name	Occupation	Insurance Class
Employee's Address		Social Security Number

**COVERAGE WILL NOT BE CONSIDERED UNLESS ALL QUESTIONS ARE ANSWERED
USE A SEPARATE FORM FOR EACH PERSON FOR WHOM COVERAGE IS REQUESTED**

1. Identifying information of person to whom the answers contained hereon are applicable:

a) Name	d) Height Weight ft. in. lbs.	f) Date of Birth
b) Relation to Employee	e) Weight change in past year?	g) Place of Birth
c) Occupation	Gain Loss Cause lbs. lbs.	h) Sex

2. a. Why was coverage not requested when this person was first eligible?

b. Has this person been absent from work or unable to carry on normal activities due to illness or injury during the past 6 months?

c. Has this person had this coverage before?

d. Has this person ever declined, postponed, cancelled, or charged an extra rate for life, accident or health insurance or received such a policy of insurance other than exactly applied for?

e. Has this person ever made claim for or received benefits, pension, or other payment because of an injury, sickness or disability?

3. a. Has any physician or dentist advised or recommended future surgical, medical, dental or orthodontic treatment for this person?

b. Does this person now have an appointment to visit a physician or dentist within the next 30 days?

c. Is there any condition such as an ache, pain, itching, rash, swelling, growth, soreness, dizziness, numbness, chills, bleeding, or mental depression of this person which, if he visits a physician or dentist within the next 60 days, would be reported to the physician or dentist as having begun prior to the present date? If "yes", circle that which is applicable.

d. If this person is a female, has she been advised by a physician that she is pregnant? _____ Can she state with certainty that she will not, within the next 14 days visit a physician for purposes of determining if she is pregnant?

e. Give the name of this person's personal physician and his dentist; the date last seen; and reason.

4. Has this person, or the employee, ever been told that this person has, or has had:

a. A speech defect, paralysis or stroke, or mental or nervous disorder?

b. Bronchitis, pleurisy, asthma, emphysema, tuberculosis or other chronic respiratory disorder, or a tonsillectomy or adenoidectomy?

- c. High blood pressure, rheumatic fever, heart murmur, heart attack or other disorder of the heart or blood vessels?
- d. Jaundice, ulcer, hernia, appendicitis, colitis, diverticulitis, hemorrhoids, or other disorder of the stomach, intestines, liver or gallbladder?
- e. Sugar, albumin, blood or pus in urine, venereal disease, stone or other disorder of the kidney, bladder, prostate or reproductive organs?
- f. Diabetes, thyroid or other endocrine disorders?
- g. Neuritis, sciatica, rheumatism, arthritis, gout, or disorder of the muscles or bones, including the spine, back, or joints?
- h. Disorder of skin, lymph glands, cyst, tumor, or cancer?
- i. Allergies, anemia or other disorder of the blood?
- j. Excessive use of alcohol, or any habit forming drug?

5. Has this person ever complained to anyone of: dizziness, fainting, or severe and frequent headaches; shortness of breath, persistent hoarseness or cough; blood spitting; bleeding of gums; chest pain; intestinal bleeding; hemorrhoids, or recurrent indigestion; blood in the urine; chronic aches or pains in back, muscles or joints; or growths, lumps or swelling about the body or undue soreness of warts or moles? If "yes", circle those which are applicable.

Was a doctor consulted? If "yes", give his diagnosis and any other details:

6. Has this person had an examination, consultation or treatment by any physician or practitioner of healing or been a patient in a hospital or other institution within the past 5 years? _____ If "yes", give details as follows:

Reason Include nature of illness Injury or diagnosis	Dates Including Duration	Degree of Recovery	Name and address of Hospitals/Physicians

7. Has this person ever engaged in or does he now possess equipment of license for engaging in scuba or skin diving; the operation of an airplane; parachuting; auto, drag or motorcycle racing or stunt driving? _____ If "yes", circle that which is applicable and explain the extent to which it is engaged in.

Use this space for any additional explanation. Indicate question number

I CERTIFY that the statements and answers contained on this form are made by me, are complete and true, are correctly and fully recorded, and that no important circumstance or information has been withheld or omitted. These statements and answers are offered to the Florida Municipal Insurance Trust as inducement to grant coverage and I understand that the Florida Municipal Insurance Trust may use any material misstatements to contest the validity of any coverage provided on the basis of this Evidence of Good Health.

I AUTHORIZE any licensed physician, medical practitioner, hospital or other medical related facility, insurance company, the Medical Information Bureau or other organization, institution or person, that has any records or information regarding me or my family or our health, to disclose to the Florida Municipal Insurance Trust any such information. A copy of this authorization shall be as valid as the original.

Signed at _____ Date _____, 19 _____

Witness _____ (Adult Non-Relative) Employee's Signature _____

Witness _____ (Adult Non-Relative) Dependent's Signature _____

TAB 6

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 2, 2005

Agenda Item No. 6

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

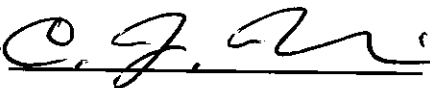
☐ Other:

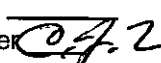
SUBJECT: Increase of Engineers salary

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 10-27-05



Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Increase Engineers salary from \$60,000 per year to \$72,800 per year effective November 1, 2005. The Engineer has completed a six month probationary period that, coupled with a pending minimum above average performance review, should result in an increase in compensation. (Budgeted \$72,800)

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 7

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 2, 2005

Agenda Item No. 7

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA


☐ Other:

SUBJECT: Change of Inspector to salaried and title change

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager 

Date: 10-27-05

Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering____ <input type="checkbox"/> Clerk____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case_____ Please initial one.

Summary Explanation/Background: Change Inspector from hourly to salaried and promote to Construction Manager effective November 1, 2005. This will include earning one vacation day per month and paid District holidays. The Inspector position has become more than a fulltime position with the current projects and the North Components Project. (Budgeted \$62,400)

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 8

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 2, 2005

Agenda Item No. 8

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

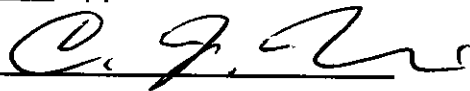
☐ Other:

SUBJECT: Authorization to hire Plant Operator

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 10-27-05



Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <i>C. J. Z</i> <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering____ <input type="checkbox"/> Clerk____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ OR Not applicable in this case_____ Please initial one.

Summary Explanation/Background: Approve employment of Plant Operator at \$36,000 to \$52,000 per year depending on experience and skills. Clean water testing of the KLTV Collection System and treatment Plant planned for late in December 2005. Operator needs to come on board soon. I have received twelve applications for the operator position.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 9

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 2, 2005

Agenda Item No. 9

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Authorization to advertise for Administrative Assistant

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager _____

Date: _____

Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments: Sample of Ad
Department Review: <input type="checkbox"/> District Counsel _____ <input type="checkbox"/> General Manager _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background Begin advertising for Administrative Assistance for Finance Officer. This budgeted position will begin January 1, 2006 and process the 200 non-advalorum business assessments and coordinate the 700 new wastewater residential customers.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 10

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 2, 2005

Agenda Item No. 10

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

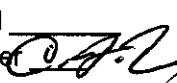
SUBJECT: Increase in current compensation for per mile allowance for vehicle travel

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 10-27-05



Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background The current \$.29 / per mile allowance for vehicle travel is out dated and needs to be increased to \$.40 to match County and IRS allowance.

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 11

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 2, 2005

Agenda Item No. //

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

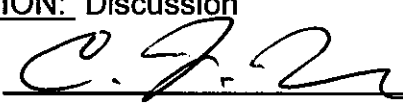
☐ Other:

SUBJECT: Inter-Local Agreement with FKAA for Billing Services

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: 10-27-05



Originating Department: Legal	Costs: \$ Funding Source: Acct. #	Attachments: Inter Local Agreement
Department Review: <input checked="" type="checkbox"/> District Counsel <u>TD</u> <input checked="" type="checkbox"/> General Manager <u>C. J. R.</u> <input type="checkbox"/> Finance _____	<input type="checkbox"/> Engineering_____ <input type="checkbox"/> Clerk_____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case_____ Please initial one.

Summary Explanation/Background: The District staff and FKAA staff have met and agreed to pursue an agreement between the two agencies for the FKAA to use their billing mechanism to bill District customers on behalf of the District. The attached interlocal agreement is a draft of the proposed ILA.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

INTERLOCAL AGREEMENT
BETWEEN
THE FLORIDA KEYS AQUEDUCT AUTHORITY,
AND
THE KEY LARGO WASTEWATER TREATMENT DISTRICT

_____, 2005

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NOW, THEREFORE, in consideration of the mutual covenants, representations and promises set forth in this Agreement and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Authority and the District hereby agree, stipulate, and covenant as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth below:

"Agreement" means this Interlocal Agreement.

"Authority" means the Florida Keys Aqueduct Authority.

"Authorized Representative" means the official of the Authority or the District authorized by ordinance or resolution to sign documents of the nature identified in this Agreement.

"Authority Costs" includes all costs of the Authority, including legal and financial advisory fees and expenses, costs incurred by the Authority in connection with entering into and implementing this Agreement.

"District" means the Key Largo Wastewater Treatment District.

"Wastewater Charges" means periodic fixed and variable monthly charges imposed by the District upon its customers in connection with accepting, transmitting, and treating wastewater.

SECTION 1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the

word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II

INTERLOCAL AGREEMENT

SECTION 2.01. PURPOSE OF INTERLOCAL AGREEMENT. The purpose of this Agreement is to establish a mechanism whereby the Authority, for compensation, uses its existing billing mechanism to bill District customers on behalf of the District, collects District wastewater charges, and transfers to the District the wastewater charges collected, net of agreed Authority charges for this service.

SECTION 2.02. TERM OF INTERLOCAL AGREEMENT. . The term of this Agreement shall be for a period of two years, and shall be renewed automatically at the conclusion of the term and any renewal period for an additional term of two years, provided that either party may terminate this Agreement, without cause upon written notice of not less than one hundred eighty days.

ARTICLE III

WARRANTIES, REPRESENTATIONS AND COVENANTS

SECTION 3.01. WARRANTIES, REPRESENTATIONS AND COVENANTS OF THE AUTHORITY.

The Authority warrants, represents, and covenants that:

(1) The Authority has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Authority currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any

agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Authority's knowledge, threatened, which seeks to restrain or enjoin the Authority from entering into or complying with this Agreement.

(4) The Authority shall exercise reasonable care and diligence to advise the District of any problems encountered by the Authority in implementing this Agreement, to maintain accurate and complete records of all billings and collections on behalf of the District, to provide timely and accurate reports of all such billings and collections, and to promptly transmit to the District all funds collected on the District's behalf according to a schedule to be agreed by the parties.

SECTION 3.02. WARRANTIES, REPRESENTATIONS AND COVENANTS OF THE DISTRICT.

The District warrants, represents, and covenants that:

(1) The District has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The District currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the District's knowledge, threatened, which seeks to restrain or enjoin the District from entering into or complying with this Agreement.

(4) The District shall exercise reasonable care and diligence to ensure that the Authority is advised on a timely basis of all applicable District wastewater charges and rates, and changes thereto, to allow the Authority to collect proper amounts for them.

SECTION 3.03. LEGAL AUTHORIZATION. Upon signing this Agreement, the Authority's legal counsel hereby expresses the opinion, generally, that this Agreement has been duly authorized by the Authority and shall constitute a valid and binding legal obligation of the Authority enforceable in accordance with its terms upon execution by both parties, provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion.

SECTION 3.04. LEGAL AUTHORIZATION. Upon signing this Agreement, the District's legal counsel hereby expresses the opinion, generally, that this Agreement has been duly authorized by the District and shall constitute a valid and binding legal obligation of the District enforceable in accordance with its terms upon execution by both parties, provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting

creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion.

SECTION 3.05. AUDIT AND MONITORING REQUIREMENTS. The Authority agrees to the following audit and monitoring requirements.

(1) Audit. The Authority shall maintain accounts of collections on behalf of the District according to and consistent the Authority's normal record maintenance procedures and shall be subject to audit to the same extent as the Authority's normal records. The Authority shall cause its auditor to notify the District immediately if anything comes to the auditor's attention during the examination of records that would lead the auditor to question whether any District wastewater charges are properly accounted for, or Authority whether Authority charges to the District costs are allowable under this Agreement.

(2) Record Retention. The Authority shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the dates that the records are generated, or for the same amount of time that the Authority maintains its own financial records, whichever is longer. The District shall have access to such records upon request. The Authority shall ensure that audit working papers also are made available to the District, or its designee, upon request, during such time as the records are required under this Agreement to be maintained.

(3) Separate Accounts. The Authority shall maintain all funds collected on behalf of the District in accounts separate from the Authority's own funds, and shall clearly identify those accounts as accounts held on behalf of the District.

ARTICLE IV

ACCOUNT INFORMATION

SECTION 4.01. IDENTIFICATION OF ACCOUNTS. The Authority and the District will work cooperatively to identify the water meters to be associated with District accounts and to identify the recurring and variable charges to be collected by the Authority.

SECTION 4.02. PROHIBITION AGAINST ENCUMBRANCES. The Authority is prohibited from selling, pledging, or otherwise using funds collected on behalf of the District, except that the Authority may deduct from such funds the Authority charges agreed to be due the Authority in connection with this Agreement.

SECTION 4.03. CLOSE-OUT. Upon termination of this Agreement, the Authority and the District shall conduct a final accounting of all outstanding funds collected on behalf of the District and all outstanding Authority charges due under this Agreement, and the Authority shall promptly disburse the net funds due the District.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

(1) Failure by the Authority or the District to comply substantially with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement if such failure shall continue for a period of 30 days after written notice thereof to the defaulting party.

(2) Any warranty, representation or other statement by, or on behalf of, the District contained in this Agreement or in any information furnished by the Authority or

the District in compliance with, or in reference to, this Agreement, is proven to be materially false or misleading.

(3) An order or decree entered, with the acquiescence of the Authority or the District, appointing a receiver for the Authority or the District; or if such order or decree, having been entered without the consent or acquiescence of the Authority or the District, shall not be vacated, discharged or stayed on appeal within sixty (60) days after the entry thereof.

(4) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Authority or the District under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Authority or the District, is not dismissed within sixty (60) days after filing.

SECTION 5.02. REMEDIES. Upon any event of default, after first attempting to resolve the issue under the terms of Section 6.05, the non-defaulting party may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, to require the defaulting party to fulfill its obligations under this Agreement.

(2) By action or suit in equity, to enjoin any acts or things which may be unlawful or in violation of the rights of the non-defaulting party.

SECTION 5.03. DELAY AND WAIVER. No delay or omission by the Authority or the District to exercise any right or power accruing upon an event of default shall impair any such right or power nor shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver of any default under this Agreement

Comment: It is not clear how the District can be in default for failing to give notice of default to the County.

SECTION 6.04. ATTORNEY'S FEES AND COSTS. The Authority and District 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 attorneys' 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.

SECTION 6.05. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. The parties 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 joint public meeting of the governing bodies of the parties. If the issue or issues are still not resolved to the satisfaction of both parties, then either shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law; provided, however, the unresolved issue or issues shall be submitted to mediation prior to the institution of any administrative or legal proceeding.

SECTION 6.06. NONDISCRIMINATION. The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this

Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree 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 VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. s. 794), which prohibits discrimination on the basis of handicap; (3) The Age Discrimination Act of 1975, as amended (42 U.S.C. ss. 6101-6107), which prohibits discrimination on the basis of age; (4) The Drug Abuse Office And Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (6) The Public Health Service Act of 1912, ss. 523 and 527, (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (7) The Americans With Disabilities Act of 1990 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992, (Chapter 760, Florida Statutes, and Section 509.092, Florida Statutes), as may be amended from time to time, relating to nondiscrimination; (9) The Monroe County Human Rights Ordinance (Chapter 13, Article VI, Sections 13-101 through 13-130), as may be amended from time to time, relating to nondiscrimination; and (10) any other nondiscrimination provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.

SECTION 6.07. 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 parties agree to participate, to the extent reasonably 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 parties specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.

SECTION 6.08. COVENANT OF NO INTEREST. The Parties 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 that only interest of each is to perform and receive benefits as recited in this Agreement.

SECTION 6.09. CODE OF ETHICS. The parties agree that their officers and employees recognize and will be required to comply with the standards of conduct relating to 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.

SECTION 6.10. NO SOLICITATION/PAYMENT. The Parties warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission,

percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the each party agrees that the other party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECITON 6.11. PUBLIC ACCESS TO RECORDS. The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

SECTION 6.12. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the parties 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 a party be required to contain any provision for waiver.

SECTION 6.13. 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 other 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 either party, except to the extent permitted by law.

SECTION 6.14. 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 parties agree that neither the Authority nor the District or any agent, officer, or employee of each 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.

SECTION 6.15. 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 a party in his or her individual capacity, and no member, officer, agent or employee of a party shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 6.16. SECTION HEADINGS. 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.

SECTION 6.17. GOVERNING LAW; VENUE. 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 parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

ARTICLE VII

EXECUTION OF AGREEMENT

SECTION 7.01. COUNTERPARTS. This Agreement shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 7.02. SUPERSEDES OTHER AGREEMENTS. The parties agree that this Agreement represents their mutual agreement and replaces and supercedes any prior agreements, understandings, or communications on the subject of the financing of the North Components, whether written or oral.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by the County Chairman and the District Chairman.

FLORIDA KEYS AQUEDUCT AUTHORITY

By: _____
Chairman

ATTEST:

By: _____
Deputy Clerk

By: _____
Authority Counsel

**KEY LARGO WASTEWATER
TREATMENT DISTRICT**

By: _____
Chairman

ATTEST:

Clerk

By: _____
District Counsel

TAB 12

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 2, 2005 Agenda Item No. 12

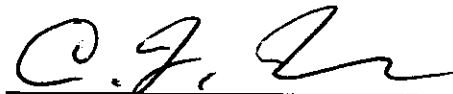
- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> DISCUSSION
<input type="checkbox"/> GENERAL APPROVAL OF ITEM
<input checked="" type="checkbox"/> STATUS REPORT | <input type="checkbox"/> RESOLUTION
<input type="checkbox"/> BID/RFP AWARD
<input type="checkbox"/> CONSENT AGENDA |
|--|--|

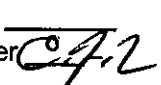
SUBJECT: Monthly Status Report and Construction Maps

RECOMMENDED MOTION/ACTION: No action required

Approved by General Manager

Date: 10-27-05



Originating Department: Engineering	Costs: \$ Funding Source: Acct. #	Attachments: Maps for project areas showing progress Mo. report
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk _____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

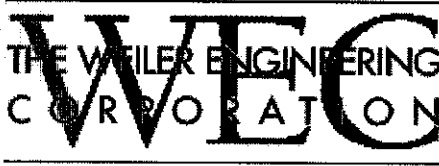
Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised



"Excellence in Engineering"

20020 Veterans Boulevard., Suite 7
Port Charlotte, FL 33954
(941) 764-6447 ph
(941) 764-8915 fax

Key Largo Wastewater Treatment District Engineering Status Report Period Ending 10/27/05

Key Largo Park

The new style Airvac vacuum pits recently received were found to have molding faults. The District rejected the pits and delayed installation pending further information and a proposal for a repair procedure. The defect was an area where the polyethylene did not fully fill the mold, creating a small dimple or even a hole through the inner wall. Airvac provided information verifying that the area of the defect was not a structural member and proposed to repair the defects by welding with polyethylene. This solution was found to be satisfactory, and Airvac sent a representative to make the repairs. In the interim, the old style pits already owned by the District were installed. Installation of vacuum mains also continued in this period.

Toward the end of the period, ADB and the subcontractors cleaned up and secured the work areas in preparation for Hurricane Wilma and then evacuated. This is the second such weather-related incident since ADB started work.

Key Largo Trailer Village

Cleanup and restoration continued in October. All paving is completed. Replacement of pea rock and restoration of concrete driveways continued through the period.

KLTV Treatment Plant

Electrical work progressed with wires being pulled through the conduits. Grating, walkways and stairs were installed on the SBR units. Coatings were applied to the vacuum building.

On assembly of the exhaust piping from the vacuum pumps, it was found that the position of the skid prevented installation of the check valves in the horizontal position adjacent to the vacuum pumps. Haskell installed them on the vertical pipe, but this was unacceptable to Airvac. The issue was satisfactorily resolved by installing a 90° elbow, turning the

exhaust piping parallel to the walkway. The check valves could then be installed in the desired horizontal position.

Lake Surprise Project

Design of the north component force main progressed in October. The 30% design drawings for the segment of force main from the treatment plant site to the Adams Waterway were reviewed and a design review meeting was held with CPH attending by conference call. This preliminary review helped set the course of design for the rest of the project and should allow CPH to move ahead more efficiently.

The CPH proposal for the design of the collection systems for the Lake Surprise basin and the Largo Gardens basin was revised and pricing was negotiated. An acceptable scope and price for the design of the two collection basins was reached and was recommended for approval without the survey pricing. The CPH work authorization was brought to the Board at the October 5th meeting, but the Board directed staff to present the issue with the cost of survey included. A satisfactory price for survey was found, and the work authorization was approved at the October 19th meeting.

The Arcadis/MWH proposal for the regional wastewater treatment system was brought to the Board at the October 5th meeting for approval. The Board directed staff to modify the work authorization slightly, and bring it back for action at the October 19th meeting. The work authorization was presented at the October 19th meeting with Arcadis/MWH participating via telephone. During the course of discussion, it became apparent that the District Staff and Arcadis/MWH had miscommunications regarding the intent of the not-to-exceed pricing in the work authorization. The Board directed Staff to work with Arcadis/MWH to resolve the misunderstanding. Since that time, Staff has had conference calls with Arcadis/MWH and appear to have satisfactorily resolved the misunderstanding. Arcadis/MWH is to draft a revised proposal for review, and pending acceptance by Staff, this will be presented to the Board for approval at the November 2nd meeting.

Haskell Pay Applications

Payment of Haskell Pay Application No. 24 was submitted in October without incorporation of the change orders resulting from the delay claim mediation. The pay application had one minor error, and with that corrected and with the change orders incorporated, the application should be ready for approval when resubmitted.

Regulatory Compliance Issues

Nothing to report for this period.

Project Team Meetings and Actions

Ed Castle attended the scheduled Board meetings on October 5th and 19th. He also met with KLWTD staff on those dates prior to the Board meetings. He also attended the construction progress meetings for Key Largo Park and attended the weekly District Staff meetings either in person or by telephone. He also attended design review conference calls with CPH and District staff.

Ed Castle and Dave Gile of WEC performed construction inspection throughout the period.

Memo

To: KLWTD Board
From: Carol Walker, CMC
CC: Staff
Date: November 2, 2005
Re: TAB 3

Please see attached current Work Authorization Number 1 with Arcadis.

This item goes with TAB 3.

WORK AUTHORIZATION NUMBER 1

Under

Key Largo Wastewater Treatment District Consulting Agreement

With

ARCADIS G&M, Inc.

THIS WORK AUTHORIZATION NUMBER 1 is issued under and pursuant to that certain consulting agreement by and between the Key Largo Wastewater Treatment District ("District") and ARCADIS G&M, Inc. ("ARCADIS"), dated December 9, 2003.

WHEREAS, the District and ARCADIS entered into a master consulting agreement dated December 9, 2003 ("Consulting Agreement"), and

WHEREAS, in accordance with the Consultants' Competitive Negotiation Act, Section 287.055, Fla. Stat. ("CCNA"), the District in 2005 issued requests for Statements of Qualifications of interested consultants with respect to the design of a new wastewater treatment plant and associated facilities ("the Project"), and

WHEREAS, after consideration of the statements of qualifications received from interested consultants, the District selected ARCADIS as the highest ranked firm for the Project, and

WHEREAS, the District and ARCADIS have negotiated a contract at compensation that the District believes to be fair, competitive, and reasonable after analysis of the cost of the professional services required as well as their scope and complexity;

NOW THEREFORE, in consideration of the premises and in further consideration of the promises below, the District does hereby authorize ARCADIS to proceed with the work described in the attached proposal, dated September 30, 2005 ("Proposal"), subject to the following terms and conditions:

1. The work shall be conducted under and in accordance with the consulting agreement dated December 9, 2003, as the same has been amended, except as expressly provided herein.
2. The basis of compensation for the work shall be the unit rates provided in the Proposal Schedule B – Attachment C, subject to a not-to-exceed amount of \$742,400.00 for the Project. The parties acknowledge and agree that the amounts of time shown for various tasks and subtasks in Proposal Schedule B – Attachment C, are estimates, only, and that actual time spent on the various tasks and subtasks will likely vary from the amounts shown. However, in no event will that total compensation to ARCADIS exceed \$742,400 without the District's prior written authorization. Further, the District and ARCADIS agree that ARCADIS has proposed the not-to-exceed amount based on the assumption that ARCADIS will do a complete design of the wastewater treatment plant subject to the assumptions and limitations set forth in the attached "Addendum I and Supplement" dated September 30, 2005; to the extent that the engineering effort of ARCADIS is reduced as a result of using a pre-engineered plant design, the total compensation to ARCADIS will be reduced accordingly.
3. To the extent that any provision of the Consulting Agreement, the Proposal, or any addendum thereto is inconsistent with this Work Authorization, such provision shall not apply to this Project. Without limiting the generality of the foregoing, to the extent that

Schedule B to the Consulting Agreement provides or implies that any work performed by ARCADIS shall be compensated on a lump sum basis, said Schedule B shall not apply to this Project.

4. ARCADIS shall invoice the District on a monthly basis for work performed during the preceding month. All invoices will be supported by narrative time sheets listing, with respect to each block of time: the name of the person providing the services; a brief description of the services provided; if the services consist of a meeting or phone call, the names of the other participants; the time spent, rounded up to the nearest 0.1 hour. The District shall review and pay all invoices in accordance with applicable provisions of the Florida Prompt Payment Act (Section 218.70, *et seq.* Fla. Stat.).
5. ARCADIS certifies that wage rates and other factual unit costs supporting the rates in Proposal Schedule B – Attachment C are accurate, complete, and current as of the date of the Proposal. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the project.
6. Assurances. The District has agreed to comply with the laws, rules, regulations, policies, and conditions relating to the loan for this work. ARCADIS represents and warrants that it shall comply with the following requirements, that it shall require its subconsultants to comply with the following requirements, and that all construction plans and specifications prepared by ARCADIS shall include the following requirements, as applicable:
 - a. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
 - b. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
 - c. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
 - d. The Endangered Species Act, 16 U.S.C. 1531, *et seq.*, which requires that projects avoid disrupting threatened or endangered species and their habitats.
 - e. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
 - f. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification, and development whenever there is a practicable alternative.
 - g. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.

- h. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.
- i. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
- j. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
- k. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
- l. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
- m. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
- n. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
- o. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
- p. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
- q. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
- r. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
- s. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
- t. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- u. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.

- v. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
- w. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
- x. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
- y. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
- z. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
- aa. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
- bb. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.
- cc. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
- dd. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
- ee. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
- ff. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
- gg. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
- hh. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Work Authorization No. 1 on the dates opposite their names.

ARCADIS G&M, Inc.

By: William H. Lynch

Date: November 1, 2005

Name: William H. Lynch, PE

Its: Vice President

Key Largo Wastewater Treatment District

By: _____

Date: _____

Name: Charles Brooks

Its: Chairman

By: _____

Name: Andrew Tobin

Its: Secretary

Attest

District Counsel Endorsement

By: _____

Name: Carol Walker

Its: District Clerk

By: _____

Name: Thomas M. Dillon

Its: District Counsel

P.O. Box 491 Key Largo, FL 33037
Phone: 305-453-5804
Fax: 305-453-5807

**Key Largo
Wastewater
Treatment District**

Memo

To: KLWTD Board
From: Carol Walker, CMC
CC: Staff
Date: November 2, 2005
Re: TAB 11

Please see attached Inter-Local Agreement with FCAA and KLWTD..

This item goes with TAB 11.

INTERLOCAL AGREEMENT
BETWEEN
THE FLORIDA KEYS AQUEDUCT AUTHORITY,
AND
THE KEY LARGO WASTEWATER TREATMENT DISTRICT

_____, 2005

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INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into by and between the Florida Keys Aqueduct Authority (the "Authority") and the Key Largo Wastewater Treatment District (the "District"), each of which is an independent special district existing as public agency under the laws of the State of Florida.

WHEREAS, the Authority was formed in [describe Authority]; and

WHEREAS, the District was formed in 2002 by the Legislature of the State of Florida pursuant to the Key Largo Wastewater Treatment District Act, House Bill 471, Chapter 2002-337, Laws of Florida, for the purpose of performing such acts as shall be necessary for the sound planning, acquisition, development, operation and maintenance of a wastewater management system within the district, including all business facilities necessary and incidental thereto; and

WHEREAS, the Authority generates records of water usage by its customers within the boundaries of the District, which records are capable of being used to calculate wastewater charges imposed by the District, and the Authority has in place a billing system capable of being modified to incorporate billing for District wastewater charges; and

WHEREAS, the Authority and the District desire to enter into an interlocal agreement whereby the Authority, for compensation, will bill District customers for District wastewater charges and collect and transmit those charges, net of Authority fees, to the District; and

WHEREAS, the parties have the legal authority to enter into this agreement and to implement its provisions;

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises set forth in this Agreement and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Authority and the District hereby agree, stipulate, and covenant as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth below:

"Agreement" means this Interlocal Agreement.

INTERLOCAL AGREEMENT

"Authority" means the Florida Keys Aqueduct Authority.

"Authorized Representative" means the official of the Authority or the District authorized by ordinance or resolution to sign documents of the nature identified in this Agreement.

"Authority Costs" includes all costs of the Authority, including legal and financial advisory fees and expenses, costs incurred by the Authority in connection with entering into and implementing this Agreement.

"District" means the Key Largo Wastewater Treatment District.

"Wastewater Charges" means periodic fixed and variable monthly charges imposed by the District upon its customers in connection with accepting, transmitting, and treating wastewater.

SECTION 1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II

INTERLOCAL AGREEMENT

SECTION 2.01. PURPOSE OF INTERLOCAL AGREEMENT. The purpose of this Agreement is to establish a mechanism whereby the Authority, for compensation, uses its existing billing mechanism to bill District customers on behalf of the District, collects District wastewater charges, and transfers to the District the wastewater charges collected, net of agreed Authority charges for this service.

SECTION 2.02. TERM OF INTERLOCAL AGREEMENT.. The term of this Agreement shall be for a period of two years, and shall be renewed automatically at the conclusion of the term and any renewal period for an additional term of two years, provided that either party may terminate this Agreement, without cause upon written notice of not less than one hundred eighty days.

INTERLOCAL AGREEMENT

ARTICLE III

WARRANTIES, REPRESENTATIONS AND COVENANTS

SECTION 3.01. BY AUTHORITY.

The Authority warrants, represents, and covenants that:

(1) The Authority has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Authority currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Authority's knowledge, threatened, which seeks to restrain or enjoin the Authority from entering into or complying with this Agreement.

(4) The Authority shall exercise reasonable care and diligence to advise the District of any problems encountered by the Authority in implementing this Agreement, to maintain accurate and complete records of all billings and collections on behalf of the District, to provide timely and accurate reports of all such billings and collections, and to promptly transmit to the District all funds collected on the District's behalf according to a schedule to be agreed by the parties.

SECTION 3.02. BY DISTRICT.

The District warrants, represents, and covenants that:

(1) The District has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The District currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

INTERLOCAL AGREEMENT

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the District's knowledge, threatened, which seeks to restrain or enjoin the District from entering into or complying with this Agreement.

(4) The District shall exercise reasonable care and diligence to ensure that the Authority is advised on a timely basis of all applicable District wastewater charges and rates, and changes thereto, to allow the Authority to collect proper amounts for them.

SECTION 3.03. AUTHORITY LEGAL AUTHORIZATION. Upon signing this Agreement, the Authority's legal counsel hereby expresses the opinion, generally, that this Agreement has been duly authorized by the Authority and shall constitute a valid and binding legal obligation of the Authority enforceable in accordance with its terms upon execution by both parties, provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion.

SECTION 3.04. DISTRICT LEGAL AUTHORIZATION. Upon signing this Agreement, the District's legal counsel hereby expresses the opinion, generally, that this Agreement has been duly authorized by the District and shall constitute a valid and binding legal obligation of the District enforceable in accordance with its terms upon execution by both parties, provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion.

SECTION 3.05. AUDIT AND MONITORING REQUIREMENTS. The Authority agrees to the following audit and monitoring requirements.

(1) Audit. The Authority shall maintain accounts of collections on behalf of the District according to and consistent the Authority's normal record maintenance procedures and shall be subject to audit to the same extent as the Authority's normal records. The Authority shall cause its auditor to notify the District immediately if anything comes to the auditor's attention during the examination of records that would

INTERLOCAL AGREEMENT

lead the auditor to question whether any District wastewater charges are properly accounted for, or Authority whether Authority charges to the District costs are allowable under this Agreement.

(2) Record Retention. The Authority shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the dates that the records are generated, or for the same amount of time that the Authority maintains its own financial records, whichever is longer. The District shall have access to such records upon request. The Authority shall ensure that audit working papers also are made available to the District, or its designee, upon request, during such time as the records are required under this Agreement to be maintained.

(3) Separate Accounts. The Authority shall maintain all funds collected on behalf of the District in accounts separate from the Authority's own funds, and shall clearly identify those accounts as accounts held on behalf of the District.

ARTICLE IV

ACCOUNT INFORMATION

SECTION 4.01. IDENTIFICATION OF ACCOUNTS. The Authority and the District will work cooperatively to identify the water meters to be associated with District accounts and to identify the recurring and variable charges to be collected by the Authority.

SECTION 4.02. PROHIBITION AGAINST ENCUMBRANCES. The Authority is prohibited from selling, pledging, or otherwise using funds collected on behalf of the District, except that the Authority may deduct from such funds the Authority charges agreed to be due the Authority in connection with this Agreement.

SECTION 4.03. CLOSE-OUT. Upon termination of this Agreement, the Authority and the District shall conduct a final accounting of all outstanding funds collected on behalf of the District and all outstanding Authority charges due under this Agreement, and the Authority shall promptly disburse the net funds due the District.

INTERLOCAL AGREEMENT

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

(1) Failure by the Authority or the District to comply substantially with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement if such failure shall continue for a period of 30 days after written notice thereof to the defaulting party.

(2) Any warranty, representation or other statement by, or on behalf of, the District contained in this Agreement or in any information furnished by the Authority or the District in compliance with, or in reference to, this Agreement, is proven to be materially false or misleading.

(3) An order or decree entered, with the acquiescence of the Authority or the District, appointing a receiver for the Authority or the District; or if such order or decree, having been entered without the consent or acquiescence of the Authority or the District, shall not be vacated, discharged or stayed on appeal within sixty (60) days after the entry thereof.

(4) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Authority or the District under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Authority or the District, is not dismissed within sixty (60) days after filing.

SECTION 5.02. REMEDIES. Upon any event of default, after first attempting to resolve the issue under the terms of Section 6.05, the non-defaulting party may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, to require the defaulting party to fulfill its obligations under this Agreement.

(2) By action or suit in equity, to enjoin any acts or things which may be unlawful or in violation of the rights of the non-defaulting party.

SECTION 5.03. DELAY AND WAIVER. No delay or omission by the Authority or the District to exercise any right or power accruing upon an event of default shall impair any such right or power nor shall be construed to be a waiver of any such

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default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver of any default under this Agreement shall extend to or affect any subsequent event of default, whether concerning the same or different provision of this Agreement, nor shall such waiver impair consequent rights or remedies of the County or the District hereunder.

ARTICLE VI

GENERAL PROVISIONS

SECTION 6.01. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. Neither the Authority nor the District shall have the power to assign rights or obligations created by this Agreement to any third party without the prior written consent of the other party.

SECTION 6.02. AMENDMENT OF AGREEMENT. This Agreement may be amended in only in a writing signed by representatives of the parties with authority to bind them.

SECTION 6.03. 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 Authority and District 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.

SECTION 6.04. ATTORNEY'S FEES AND COSTS. The Authority and District 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 attorneys' 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-

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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.

SECTION 6.05. ADJUDICATION OF DISPUTES OR DISAGREEMENTS.

The parties 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 joint public meeting of the governing bodies of the parties. If the issue or issues are still not resolved to the satisfaction of both parties, then either shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law; provided, however, the unresolved issue or issues shall be submitted to mediation prior to the institution of any administrative or legal proceeding.

SECTION 6.06. NONDISCRIMINATION. The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree 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 VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. s. 794), which prohibits discrimination on the basis of handicap; (3) The Age Discrimination Act of 1975, as amended (42 U.S.C. ss. 6101-6107), which prohibits discrimination on the basis of age; (4) The Drug Abuse Office And Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (6) The Public Health Service Act of 1912, ss. 523 and 527, (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality

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of alcohol and drug abuse patient records; (7) The Americans With Disabilities Act of 1990 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992, (Chapter 760, Florida Statutes, and Section 509.092, Florida Statutes), as may be amended from time to time, relating to nondiscrimination; (9) The Monroe County Human Rights Ordinance (Chapter 13, Article VI, Sections 13-101 through 13-130), as may be amended from time to time, relating to nondiscrimination; and (10) any other nondiscrimination provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.

SECTION 6.07. 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 parties agree to participate, to the extent reasonably 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 parties specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.

SECTION 6.08. COVENANT OF NO INTEREST. The Parties 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 that only interest of each is to perform and receive benefits as recited in this Agreement.

SECTION 6.09. CODE OF ETHICS. The parties agree that their officers and employees recognize and will be required to comply with the standards of conduct relating to 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.

SECTION 6.10. NO SOLICITATION/PAYMENT. The Parties warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or

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firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the each party agrees that the other party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 6.11. PUBLIC ACCESS TO RECORDS. The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

SECTION 6.12. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the parties 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 a party be required to contain any provision for waiver.

SECTION 6.13. LEGAL OBLIGATIONS; NON-DELEGATION OF 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 other 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 either party, except to the extent permitted by law.

SECTION 6.14. 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 parties agree that neither the Authority nor the District or any agent, officer, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity

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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.

SECTION 6.15. 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 a party in his or her individual capacity, and no member, officer, agent or employee of a party shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 6.16. SECTION HEADINGS. 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.

SECTION 6.17. GOVERNING LAW; VENUE. 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 parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

ARTICLE VII

EXECUTION OF AGREEMENT

SECTION 7.01. COUNTERPARTS. This Agreement shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 7.02. SUPERSEDES OTHER AGREEMENTS. The parties agree that this Agreement represents their mutual agreement and replaces and supercedes any prior agreements, understandings, or communications on the subject of the financing of the North Components, whether written or oral.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by the County Chairman and the District Chairman.

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FLORIDA KEYS AQUEDUCT AUTHORITY

By: _____
Chairman

ATTEST:

By: _____
Deputy Clerk

By: _____
Authority Counsel

**KEY LARGO WASTEWATER
TREATMENT DISTRICT**

By: _____
Chairman

ATTEST:

Clerk

By: _____
District Counsel

P.O. Box 491 Key Largo, FL 33037
Phone: 305-453-5804
Fax: 305-453-5807

**Key Largo
Wastewater
Treatment District**

Memo

To: KLWTD Board
From: Carol Walker, CMC
CC: Staff
Date: November 2, 2005
Re: TAB 9

Attached is the ad for the Administrative Assistant. It goes with TAB 9

ADMINISTRATIVE ASSISTANT

The Key Largo Wastewater Treatment District is currently accepting applications for a full time Administrative Assistant reporting to the Finance Officer in the District's local office at 98880 Overseas Highway. The ideal candidate will be organized; detail oriented and has a minimum 2-3 years experience in related general administrative office functions. Outstanding customer service skills are a must. The position requires proficiency with MS Word, Excel and Access computer programs. Bookkeeping experience and familiarity with accounting software is a plus. Pay commensurate with experience. Applicants can contact Marty at 305-453-5804 for additional information. E-mail resume to martinwaits@bellsouth.net, fax resume to 305-453-5807, or mail to P.O. Box 491, Key Largo, FL 33037.