



COMMISSIONER
WILTON SIMPSON

Florida Department of Agriculture and Consumer Services MOSQUITO CONTROL MEMORANDUM OF UNDERSTANDING

This AGREEMENT made and entered into on the date of execution by both parties ("Effective Date") by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and **ORANGE COUNTY, FLORIDA**, the COUNTY, on behalf of the **COUNTY'S MOSQUITO CONTROL DIVISION**. The parties may be referred to individually as "Party" or collectively as the "Parties."

TERM PERIOD: **UPON EXECUTION – September 30, 2026**

ARTICLE 1: SERVICES

- 1.1 **Scope of Work.** The COUNTY agrees to comply with the requirements of Chapter 388, Florida Statutes (F.S.), Section 215.97, F.S., and Chapter 5E-13, Florida Administrative Code (F.A.C.), to conduct arthropod/mosquito control as detailed in the COUNTY'S Application, which is hereby incorporated by reference, and hereinafter referred to as the Scope of Work.
- 1.2 **Deliverables.** The COUNTY must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager prior to payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

The COUNTY agrees to provide mosquito management/control services as specified in the Scope of Work. In addition, the COUNTY must submit to the Department on the current form indicated, no later than thirty days after the end of the previous month:

- A. "Mosquito Control Monthly Report – Pesticide Activity" (FDACS-13652, Rev. 02/23).
- B. If the COUNTY receives state funds, "Mosquito Control Monthly Report - State Funds" (FDACS-13650, Rev. 09/23) and supporting documentation (i.e. receipts, travel vouchers, invoices, purchase orders, expenditure reports, wage statements, account statements).

If necessary, and prior to over-expending funds in any account or expending funds in nonbudget accounts, the COUNTY must submit to the Department, budget amendments on the form "Arthropod Control Budget Amendment" (FDACS-13613, Rev. 7/13). Budget amendments must be explained by an accompanying request for approval of the changes to be made in the detailed budget. DEPARTMENT approval of the amendment(s) must be received before such expenditures are made.

ARTICLE 2: PROPERTY

- 2.1 **Tangible Property.** All equipment purchased pursuant to Chapter 388, F.S., with state funds made available directly to the COUNTY shall become the property of the COUNTY unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the COUNTY.

- 2.2 The DEPARTMENT, upon notifying the COUNTY and obtaining the COUNTY's approval, is authorized to transfer equipment, materials, and personnel from one county or district to another in the event of an emergency brought about by an arthropod-borne epidemic or other disaster requiring emergency control.
- 2.3 Surplus property shall be disposed of according to the provisions set forth in section 274.05, F.S., with the following exceptions: Serviceable equipment no longer needed by COUNTY shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, F.S.

The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, F.S., shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency needs the equipment. All proceeds from the sale of any real or tangible personal property owned by COUNTY shall be deposited in the county or district mosquito control state fund account unless otherwise specifically designated by the DEPARTMENT.

ARTICLE 3: TERMINATION

- 3.1 For Convenience. The DEPARTMENT may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the COUNTY, specifying the effective date of termination.
- 3.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination. If, after termination, it is determined that the COUNTY was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DEPARTMENT pursuant to Article 3.1. The rights and remedies of the DEPARTMENT in this clause are in addition to any other rights and remedies provided by law or under this Contract.
 - 3.2.1 For cause termination shall be defined as default, breach, or failure of the COUNTY to fulfill any of its obligations hereunder.
 - 3.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the COUNTY the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation wholly or partly suspend or terminate this contract.
- 3.3 Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance,

and its anticipated duration.

ARTICLE 4: GENERAL PROVISIONS

- 4.1 Independent Contractor. The COUNTY, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.
- 4.1.1 The COUNTY shall not pledge the DEPARTMENT's credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- 4.2 Indemnification. Sovereign Entity. Each Party agrees to defend, indemnify, and hold harmless the other Party, and the other Party's officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying Party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying Party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying Party's negligent performance under this Agreement. Each Party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either Party to assume any liability of any kind for the acts, omissions, and/or negligence of the other Party, or the other Party's officers, officials, employees, or agents.
- 4.3 Liability. Neither Party assumes any liability for the acts, omissions to act, or negligence of the other Party, or the other Party's agents, servants, or employees, nor shall either Party disclaim liability for its own negligence to the other Party or any third party.
- 4.3.1 The COUNTY shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.
- 4.4 Amendments. Any changes to this Agreement must be mutually agreed upon and incorporated in written amendments to this AGREEMENT signed by both Parties.
- 4.5 Entire AGREEMENT. This Agreement, including any attachments or exhibits, embodies the entire agreement of the Parties. This AGREEMENT supersedes all previous oral or written communications, representations, or agreements on this subject.
- 4.6 Applicable Law and Venue. This AGREEMENT shall be governed by the laws of the State of Florida with venue in Leon County, Florida.
- 4.7 Severability. If any one or more of the provisions of this AGREEMENT is determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. If any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this AGREEMENT.

- 4.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.
- 4.9 Compliance. COUNTY shall, at its sole cost and expense, comply with all requirements of all municipal, county, state and federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.
- 4.10 Subcontracting. COUNTY agrees that all services to be performed hereunder shall be performed solely by the COUNTY and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT. Consent may be withheld by DEPARTMENT for any reason, or granted subject to COUNTY's compliance with one or more of the following: (1) COUNTY purchasing at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and materials; and (2) COUNTY disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the COUNTY.
- 4.11 Survival. The termination of this AGREEMENT (whether by expiration, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either Party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination.
- 4.12 This AGREEMENT may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this AGREEMENT warrants that he or she is duly authorized to do so and to bind the respective party to the AGREEMENT.
- 4.13 The delay or failure by the DEPARTMENT to exercise or enforce any of its rights under this AGREEMENT shall not constitute or be deemed a waiver of the DEPARTMENT's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof, or the exercise of any other right.
- 4.14 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is **SHALINDA WOODS** and is located at **DIVISION OF AGRICULTURAL ENVIRONMENTAL SERVICES, 3125 CONNER BOULEVARD, SUITE E, TALLAHASSEE, FLORIDA 32399-1650, OFFICE NUMBER (850) 617-7933, EMAIL ADDRESS: SHALINDA.WOODS@FDACS.GOV**.

The contract manager for the COUNTY is **STEVE HARRISON, DIRECTOR** and is located at **2715 CONROY ROAD, ORLANDO, FL 32839**.

Substitution of a contract manager by any party after execution of this AGREEMENT shall not require a formal amendment of this AGREEMENT; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

- 4.15 Notices. Any notice required or permitted under this AGREEMENT shall be in writing and shall be sent via

email to the contract manager, sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager with a copy to:

DEPARTMENT: Florida Department of Agriculture and Consumer Services, Office of General Counsel, The Mayo Building, Suite 520, 407 S. Calhoun Street, Tallahassee, FL 32399, Attn: General Counsel

COUNTY: **ORANGE COUNTY MOSQUITO CONTROL, 2715 CONROY ROAD, ORLANDO, FL 32839**

Signed by Parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

ORANGE COUNTY, FLORIDA

BY: THE BOARD OF COUNTY COMMISSIONERS

Joey B. Hicks
Signature

BY: _____
JERRY L. DEMINGS, ORANGE COUNTY MAYOR

Director of Administration

DATE: _____

Title

10/22/2025

Date

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of the County Commissioners

By: _____

Date: _____