



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 25-523, **Version:** 1

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### Interoffice Memorandum

**DATE:** March 17, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** Raul Pino, M.D., MPH, Director

**FROM:** Steve Harrison, Manager, Mosquito Control

**CONTACT:** Sandra Roe

**PHONE:** 407-836-7611

**DIVISION:** Mosquito Control Division

**ACTION REQUESTED:**

Approval and execution of Florida Department of Agriculture and Consumer Services Memorandum of Understanding FDACS# 32128 by and between the Florida Department of Agriculture and Consumer Services and Orange County Mosquito Control and authorization for the Mayor or designee to sign any future amendments of this agreement. No county match is required. **(Mosquito Control Division)**

**PROJECT:** N/A

**PURPOSE:** The Mosquito Control Division is requesting approval and execution of Memorandum of Understanding FDACS# 32128 with the Florida Department of Agriculture and Consumer Services. The Division has had an annual contract with the State for over 30 years. Under this contract, the Division maintains its State-approved status and agrees to comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Rule Chapter 5E-13, Florida Administrative Code of conduct arthropod/mosquito control and maintain State Certification.

**BUDGET:** N/A



COMMISSIONER  
WILTON SIMPSON

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

FDACS# 32128

BCC Mtg. Date: April 8, 2025

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

This AGREEMENT, made and entered into on April 8, 2025, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and **ORANGE COUNTY MOSQUITO CONTROL**, the DISTRICT, acting on behalf of **ORANGE** County Mosquito Control.

TERM PERIOD: UPON EXECUTION, to September 30, 2025

### ARTICLE 1: SERVICES

- 1.1 Scope of Work. The DISTRICT agrees to Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code to conduct arthropod/mosquito control.
- 1.2 Deliverables. The DISTRICT must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager. 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 DISTRICT agrees to provide mosquito management/control services as specified in the above scope of work. The DISTRICT must meet the below minimum levels of services:

- a. If the DISTRICT has state funds, they shall submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report - State Funds" for State funds (FDACS-13650, Rev. 09/23, as currently in effect and as may be amended from time to time) and supporting documentation (i.e. receipts, travel vouchers, invoices, purchase orders, expenditure reports, wage statements, account statements) no later than thirty days after the end of each month.
- b. Submit budget amendments on the form "Arthropod Control Budget Amendment" (FDACS-13613, Rev. 7/13, as currently in effect and as may be amended from time to time) as needed. Budget amendments shall be prepared and submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in nonbudgeted accounts. 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.
- c. Submit a monthly pesticide activity report to the DEPARTMENT on the form "Mosquito Control Monthly Activity Report" (FDACS-13652, Rev. 02/23, as currently in effect and as may be amended from time to time) no later than thirty days after the end of each month.

## ARTICLE 2: PROPERTY

- 2.1 Tangible Property. All equipment purchased pursuant to Chapter 388, Florida Statutes, with state funds made available directly to DISTRICT shall become the property of the DISTRICT unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the county or district.
- 2.2 The DEPARTMENT, upon notifying the DISTRICT and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one 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, Florida Statutes, with the following exceptions: serviceable equipment no longer needed by DISTRICT 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, Florida Statutes.

The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, Florida Statutes, shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment. All proceeds from the sale of any real or tangible personal property owned by DISTRICT 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 DISTRICT, 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 DISTRICT 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 Section 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 Agreement.
  - 3.2.1 For cause termination shall be defined as default, breach, or failure of the DISTRICT 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 DISTRICT 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 Agreement.
- 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.

3.3.1 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 DISTRICT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

4.1.1 The DISTRICT 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. RESERVED

4.2.1 The DISTRICT's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at DISTRICT's sole expense, and (3) assistance in defending the action at DISTRICT's sole expense. The DISTRICT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the DISTRICT's prior written consent, which shall not be unreasonably withheld.

4.3 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the DISTRICT, its agents, servants, and employees, nor shall the DISTRICT disclaim its own negligence to the DEPARTMENT or any third party.

4.3.1 RESERVED

4.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

4.5 Entire AGREEMENT. The instrument, 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. In the event that any one or more of the provisions of this AGREEMENT shall be 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. In the event that 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. DISTRICT 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. DISTRICT agrees that all services to be performed hereunder shall be performed solely by the DISTRICT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT, which may be withheld by DEPARTMENT for any reason or granted subject to DISTRICT's compliance 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 DISTRICT.
- 4.11 Survival. The termination of this AGREEMENT (whether by expiry, 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. Without limiting the foregoing, the terms of Sections 4.5 hereof will survive the termination of this AGREEMENT.
- 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](mailto:Shalinda.Woods@FDACS.gov)**.

The contract manager for the DISTRICT 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

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

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Signed by parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES

DISTRICT

*Joey B. Hicks*

Signature

Director of Administration

Title

3/14/2025

Date

*Bruno. B. B. B.*

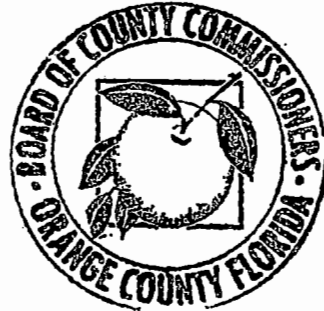
Signature

County Administrator

Title

4/8/2025

Date



Certificate Of Completion

Envelope Id: 19931625-DA6D-4053-9E24-E34AA5843A7C

Subject: Please DocuSign: FDACS CONTRACT#32128 ORANGE COUNTY BOARD OF COUNTY C MOSQUITO CONTROL

Source Envelope:

Document Pages: 6

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:

Beverlie Bechette

407 South Calhoun Street

Mayo Building, SB-8

Tallahassee, FL 32399-0800

Beverlie.Bechette@fdacs.gov

IP Address: 164.51.45.242

Record Tracking

Status: Original

March 13, 2025 | 15:43

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Beverlie Bechette

Beverlie.Bechette@fdacs.gov

Pool: StateLocal

Pool: Florida Department of Agriculture and Consumer Services

Location: DocuSign

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Signer Events


Joey B. Hicks

joey.hicks@fdacs.gov

Director of ADministration

Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style

Using IP Address: 164.51.45.242

Timestamp

Sent: March 13, 2025 | 15:45

Viewed: March 14, 2025 | 12:39

Signed: March 14, 2025 | 12:39

Electronic Record and Signature Disclosure:  
Not Offered via Docusign

STEVE HARRISON

STEVE.HARRISON@OCFL.NET

Security Level: Email, Account Authentication (None)

Sent: March 14, 2025 | 12:40

Viewed: March 17, 2025 | 06:30

Electronic Record and Signature Disclosure:  
Accepted: March 17, 2025 | 06:30  
ID: cd3955a6-f4ab-4cb1-ab13-5762992a6b8d

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Shalinda Woods	<div>COPIED</div>	Sent: March 14, 2025   12:40
shalinda.woods@fdacs.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		



Carbon Copy Events	Status	Timestamp
Rachel Matthews rachel.matthews@fdacs.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  CONTRACTS Contracts@fdacs.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: April 19, 2022   10:10 ID: 5695f407-15b9-4d70-aded-c5e1c7791665	COPIED	Sent: March 14, 2025   12:40
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	March 13, 2025   15:45
Certified Delivered	Security Checked	March 17, 2025   06:30
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Crahssoft OBO Florida Department of Agriculture and Consumer Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [salena.yarbrough@freshfromflorida.com](mailto:salena.yarbrough@freshfromflorida.com)

**To advise Crahssoft OBO Florida Department of Agriculture and Consumer Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [salena.yarbrough@freshfromflorida.com](mailto:salena.yarbrough@freshfromflorida.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Crahssoft OBO Florida Department of Agriculture and Consumer Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [salena.yarbrough@freshfromflorida.com](mailto:salena.yarbrough@freshfromflorida.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Crahssoft OBO Florida Department of Agriculture and Consumer Services**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [salena.yarbrough@freshfromflorida.com](mailto:salena.yarbrough@freshfromflorida.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Crahssoft OBO Florida Department of Agriculture and Consumer Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Crahssoft OBO Florida Department of Agriculture and Consumer Services during the course of your relationship with Crahssoft OBO Florida Department of Agriculture and Consumer Services.