

FDACS #31861

COMMISSIONER
WILTON SIMPSONFlorida Department of Agriculture and Consumer Services
MOSQUITO CONTROL MEMORANDUM OF UNDERSTANDING

This AGREEMENT, made and entered into on December 27, 2024, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, hereinafter the DEPARTMENT, and **Broward County, a political subdivision of State of Florida, through its Board of Commissioners, for its Broward County Mosquito Control section**, hereinafter the DISTRICT and collectively the "Parties".

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 DEPARTMENT 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 conduct arthropod/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, DISTRICT 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 {30} days after the end of each month.
 1. Additionally, DISTRICT shall submit budget amendments on the form **Athropod Control Budget Ammendment** (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 state funds in any account or expending state 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.
- b. 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 {30} days after the end of each month.

The DEPARTMENT agrees to report DISTRICT State Approved status to the legislature upon receipt of this AGREEMENT executed by DISTRICT.

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 DISTRICT.
- 2.2 The DEPARTMENT, upon notifying the DISTRICT and obtaining its approval, is authorized to transfer equipment and materials from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control, provided the equipment and material was purchased pursuant to Chapter 388, Florida Statute, with state-funds made available directly to DISTRICT.
- 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 DISTRICT. 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 surplus property. All proceeds from the sale of any surplus property owned by DISTRICT shall be deposited in the county or district mosquito control state fund account unless otherwise specifically designated by the DEPARTMENT, provided the equipment and material was purchased pursuant to Chapter 388, Florida Statute, with state-funds made available directly to DISTRICT.

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 thirty {30} 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 upon providing DISTRICT with notice in writing of the reason(s) for termination and failure by DISTRICT to cure within the time period provided for herein. 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. Subject to the limitations specified in Section 768.28, Florida Statutes, the DISTRICT shall be fully liable for the actions of its agents, employees, or subcontractors and shall fully indemnify, defend, and hold harmless the DEPARTMENT, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the DISTRICT, its agent, employees, or subcontractors, provided however that the DISTRICT shall not indemnify, defend, or hold harmless DEPARTMENT for that portion of any loss or damages proximately caused by the negligent act or omission of the DEPARTMENT, its officers, agents, or employees. Except to the extent sovereign immunity may be deemed waived by entering into this AGREEMENT, nothing herein is intended to serve as a waiver of sovereign immunity by any party to this AGREEMENT to which sovereign immunity may be applicable nor shall anything included herein be construed as consent by either party to this AGREEMENT to be sued by third parties in any matter arising out of this AGREEMENT or any other contract.
- 4.3 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

- 4.4 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.
- 4.5 Applicable Law and Venue. This AGREEMENT shall be governed by the laws of the State of Florida with venue in Leon County, Florida.
- 4.6 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.
- 4.7 Interpretation. 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. Any reference to "days" means calendar days, unless otherwise expressly stated.
- 4.8 Compliance. DISTRICT shall, at its sole cost and expense, comply with all requirements of all federal, state, and local 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.
- 4.9 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 services, cost to perform applicable services, previous work experience, and relationship to the DISTRICT.
- 4.10 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 4.2 hereof will survive the termination of this AGREEMENT.
- 4.11 This AGREEMENT may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement. 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.
- 4.12 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.

4.13 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, FL 32399-1650, (850) 617-7933, email address: Shalinda.Woods@FDACS.gov.**

The contract manager for the DISTRICT is **Dagne Duguma, PhD, Mosquito Control Manager, Broward County Mosquito Control** and is located at **1201 Airport Road, Pembroke Pines, FL 33023, (954) 765-1548, email address: dduguma@broward.org.**

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.

4.14 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: Broward County Highway and Bridge Maintenance Division, 1600 Blount Road, Pompano Beach, FL 33069, Attn: Anh Ton, P.E., Director

Signed by Parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES

Joy B. Hicks

Director of Administration

10/29/2024

Date

BROWARD COUNTY, by and through its Board of
County Commissioners

Barbara Furr

Digitally signed by Barbara Furr
Date: 2024.12.27
17:03:28 -05'00'

Mayor

12/27/24

Date

ATTEST:

Kevin Kellaghan

KEVIN KELLAGHAN
ASST CO ADMIN
for

Broward County Administrator, as ex officio
Clerk of the Broward County Board of County
Commissioners



Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Al A DiCalvo
Al A DiCalvo (Date)
Senior Assistant County Attorney

Digitally signed by Al A DiCalvo
Date: 2024.11.08 16:29:24
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By Michael Kerr
Michael J. Kerr (Date)
Chief Counsel

Digitally signed by Michael Kerr
Date: 2024.11.07 09:22:20
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