
Interlocal Agreement
between
Orange County, Florida
and
Central Florida Tourism Oversight District
regarding
Medical Direction, Quality Management, and Medical Communication

This Interlocal Agreement ("**Agreement**") is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the "**County**") on behalf of the County's EMS/Office of the Medical Director Division, and **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation of the State of Florida whose address is P.O. Box 690519, Orlando, Florida 32869 (the "**District**") on behalf of the District's Fire Department. The County and District may be referred to individually as "**party**" or collectively as "**parties**."

Recitals:

WHEREAS, Section 163.01, Florida Statutes (cited as the "**Florida Interlocal Cooperation Act of 1969**"), authorizes local governments to cooperate, provide services, and jointly exercise powers via contracts known as interlocal agreements; and

WHEREAS, Chapter 401, Part III, Florida Statutes (cited as the "**Raymond H. Alexander, M.D., Emergency Medical Transportation Services Act**"), governs the provision of emergency medical services ("**EMS**") in the State of Florida ("**State**"); and

WHEREAS, Section 401.265, Florida Statutes, requires providers of basic life support ("**BLS**") transportation services or advanced life support ("**ALS**") services to employ or contract with a medical director that is a licensed physician responsible for supervising the medical performance of emergency medical technicians ("**EMT**") and paramedics; and

WHEREAS, Rule 64J-1.004, Florida Administrative Code, requires each ALS or BLS provider to maintain a current contract for a medical director on file for inspection and copying by the State of Florida, Department of Health, Bureau of Emergency Medical Services; and

WHEREAS, Section 20-72, Orange County Code, requires all EMS providers authorized to provide pre-hospital services, or whose EMTs or paramedics operate under the supervision of the County medical director, to enter into and maintain a current interlocal or operational agreement with the County; and

WHEREAS, the District is: (1) a "public agency" under the Florida Interlocal Cooperation Act of 1969, (2) licensed to provide BLS transportation or ALS services under the Raymond H. Alexander, M.D., Emergency Medical Transportation Services Act, and (3) authorized to provide pre-hospital ALS transport services in Orange County, Florida pursuant to a County-issued Certificate of Public Convenience or Necessity ("**COPCN**"); and

WHEREAS, the District seeks to use the County's Medical Director to provide medical direction to the District's EMTs and paramedics; and

WHEREAS, accordingly, State and local law require the District to enter into a contract with the County for a medical director and to maintain an interlocal agreement with the County that addresses, at a minimum, medical direction, quality management, and medical communications; and

WHEREAS, the parties intend for this Agreement to satisfy all State and local requirements for the District to enter into a contract for a medical director and an interlocal agreement with the County, respectively.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, receipt of which is hereby acknowledged by each party, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated as material part of this Agreement by reference.

Section 2. Authority. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, the Raymond H. Alexander, M.D., Emergency Medical Transportation Services Act (and the corresponding regulations in Chapter 64J-1 of the Florida Administrative Code), and Chapter 20, Article III of the Orange County Code.

Section 3. Definitions. Capitalized terms specifically defined in this Agreement shall have the meanings provided for in this Agreement. Terms that are not specifically defined in this Agreement, but are defined in the laws and regulations cited to in the "**Authority**" section of this Agreement, shall have the meanings provided for by the laws and regulations cited to in the "**Authority**" section of this Agreement, unless the context requires otherwise. All other terms shall be afforded their plain meaning.

Section 4. Notices. Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt. Either party may change its designated official or address for receipt for notice by giving written notice of such change to the other party in the manner provided in this section.

To the County:

Orange County, Florida
County Administration
Attention: Director of Health and Public Safety
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AND

Orange County, Florida
Health Services Department
Attention: Manager
2002 East Michigan Street

Orlando, Florida 32806

To the District:

Central Florida Tourism Oversight District
Attention: District Administrator
P.O. Box 690519
Orlando, Florida 32869

AND

Central Florida Tourism Oversight District
Attention: Legal Counsel
P.O. Box 690519
Orlando, Florida 32869

Section 4. Effective Date and Term.

- A. **Effective Date.** This Agreement shall become effective upon execution by both parties and filing in the Orange County Public Records ("**Effective Date**").
- B. **Term.** The "**Term**" of this Agreement shall be for five (5) years commencing on the Effective Date, unless otherwise terminated earlier pursuant to the "**Termination**" section of this Agreement. The parties may extend the term for one additional five year period upon mutual written agreement between the parties.

Section 5. Services and Obligations.

A. **General Obligations.**

- 1. The District shall maintain all licenses from the State necessary to provide ALS and BLS services in accordance with Chapter 401, Florida Statutes.
- 2. The District shall maintain all vehicle permits from the State necessary for each transport vehicle, ALS nontransport vehicle, and aircraft in use, as applicable, in accordance with Chapter 401, Florida Statutes.
- 3. The District shall maintain a COPCN from the County that authorizes the District to provide pre-hospital ALS transport services in Orange County, Florida in accordance with Chapter 20, Article III, Orange County Code.
- 4. The District shall employ EMTs and paramedics that are certified and qualified to provide ALS and BLS transport services under Chapter 401, Florida Statutes, as applicable. The District will immediately notify the County upon a District EMT's or paramedic's failure to maintain all licenses and approvals necessary to provide ALS and BLS transport services in Orange County, Florida.

B. **Medical Direction.**

- 1. The County shall employ a licensed physician as the County's "**Medical Director**" that the County deems qualified to provide medical direction under State and local laws, rules, and regulations. As of this Agreement's Effective Date, the County's Medical Director is **Dr. Christian C. Zuver**. Notwithstanding any other provision

of this Agreement, the County reserves the right to substitute the County's Medical Director at any time and in the County's sole and absolute discretion by providing the District with written notice of the substitution.

2. **Protocols.** The Medical Director shall generally provide for the direct medical supervision of the District's EMTs and paramedics through two-way voice communication, or, when such voice communication is unavailable, through established standing orders (or "**Protocols**") authorized by the Medical Director pursuant to the rules of the State's Department of Health. Such two-way voice communication may be provided by the Medical Director's physician appointee at the Medical Director's discretion.
 - a. The parties acknowledge that they have received a copy of the Medical Director's Protocols, agree to be bound by the Protocols, and hereby incorporate the Protocols into this Agreement by reference.
 - b. The Medical Director reserves the right to immediately amend the Protocols at any time and in the Medical Director's sole and absolute discretion. If the Medical Director amends the Protocols, the Medical Director will provide an updated copy of the Protocols to the District.
 - c. The District shall ensure that a current copy of the Protocols (as authorized by the Medical Director) are available in each of the District's vehicles for review by the State's Department of Health and the District's paramedics, and for each physician designated by the Medical Director to receive a copy.
3. **Medical Director's Duties.** The Medical Director shall be responsible for performing duties related to advising, consulting, training, counseling, credentialing, and overseeing the medical services of District EMTs and paramedics (including providing appropriate quality assurance). Specifically, in accordance with Rule 64J-1.004 of the Florida Administrative Code, the Medical Director shall:
 - a. Develop medically correct standing orders or protocols which permit specified ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient.
 - i. The Medical Director shall issue the standing orders or Protocols to the District to ensure that the District transports each of the District's patients to facilities that offer a type and level of care appropriate to the patient's medical condition if available within the service region.
 - ii. The Medical Director or their appointee shall provide continuous 24-hour-per-day, 7-day-per-week medical direction that includes (in addition to the development of Protocols or standing orders) direction to District personnel as to the availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency.

- b. Develop and implement a patient care quality assurance system to assess the medical performance of the District's paramedics and EMTs. The Medical Director's quality assurance program is intended to work in conjunction with any applicable District program.
 - i. The Medical Director shall audit the performance of the District's EMTs and paramedics using a quality assurance program that includes (at a minimum) a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures.
 - ii. The parties shall also participate in quality assurance programs developed by the State's Department of Health.
- c. If the Medical Director provides medical direction to the District on ALS services, then the Medical Director will maintain proof of current registration as a medical director, either individually or through a hospital, with the U.S. Department of Justice, Drug Enforcement Administration (DEA), to provide controlled substances to the District as an EMS provider. The District shall maintain copies of said proof of registration and make said copies readily available for inspection.
- d. Ensure and certify that the District's security procedures for medications, fluids and controlled substances comply with Chapters 499 and 893, Florida Statutes, and Chapter 61N-1, Florida Administrative Code.
- e. Create, authorize and ensure adherence to written operating procedures regarding the handling of medications, fluids and controlled substances by the District.
- f. Notify the State's Department of Health in writing of each substitution by the District of equipment or medication upon receiving notification from the District which shall be provided to the Medical Director first for the Medical Director's prior approval.
- g. Assume direct responsibility for the District's EMTs' and paramedics': (i) use of an automatic or semi-automatic defibrillator; (ii) use of a glucometer; (iii) administration of aspirin; (iv) use of any medicated auto injector; (v) performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation; and (vi) on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.s by a District EMT. The Medical Director shall ensure that the District's EMTs and paramedics are trained to perform these procedures, shall establish written protocols for the performance of these procedures, and shall provide written evidence to the State's Department of Health documenting compliance with provisions of this paragraph.
- h. Ensure that all District EMTs and paramedics are trained in the use of the trauma scorecard methodologies as provided in Rule 64J-2.004, Florida

Administrative Code, for adult trauma patients and Rule 64J-2.005, Florida Administrative Code, for pediatric trauma patients.

- i. Develop and revise when necessary Trauma Transport Protocols for submission to the State's Department of Health for approval.
 - j. Participate in direct contact time with EMS field level providers for a minimum of 10 hours per year.
 - k. Credential all EMTs and paramedics desiring to operate within the County's emergency medical services system under the Medical Director's supervision in accordance with Section 20-71, Orange County Code. The Medical Director is authorized to temporarily or permanently suspend or prohibit a paramedic or EMT from practicing under the Medical Director's supervision and within the County's emergency medical services system.
4. The Medical Director shall **not** be responsible for performing administrative or managerial functions related to District EMTs or paramedics.
5. **The District's Duties.** The District shall:
- a. Exercise administrative and executive control over the District's EMTs and paramedics including the hours of work, discipline, and termination of such personnel.
 - b. Ensure that the District's EMTs and paramedics report any medication errors and reactions en route to the physician who ordered the medication, the receiving physician, and the Medical Director.
 - c. Notify the Medical Director within forty-eight (48) hours of the District initiating an investigation, removal, or termination of any District EMT or paramedic for any reason related to the provision of patient care.
 - d. Develop, implement, and maintain written operating procedures for procuring, storing, handling, dispensing, and disposing of all controlled substances, medications, and fluids in accordance with State and local laws, rules, and regulations. The District will obtain the Medical Director's signed written approval of these operating procedures prior to these operating procedures becoming effective. The District shall have a copy of these approved operating procedures available for review by the State's Department of Health.
6. The Medical Director reserves the right to cease providing medical direction and supervision (and assuming responsibility) for any of the District's EMTs or paramedics at any time and in the Medical Director's sole and absolute discretion.

C. Quality Assurance and Management.

- 1. The District shall ensure that the District's EMTs and paramedics participate in the County's emergency medical review committee.

2. The District shall provide the Medical Director or their designee(s) with statistical data related to the Medical Director's emergency medical care elements including, but not limited to, direct login access to the District's patient care reporting system.
3. The District shall participate in quality management programs or processes selected by the Medical Director including web- or software-based quality systems (e.g., FirstPass).

D. Medical Communication.

1. The Medical Director shall ensure that medical oversight is provided to the District's emergency communication and dispatch center and that the District's operations related to emergency dispatch comply with the Medical Director's Protocols (e.g., medical priority dispatch).
2. If the District uses the County's communications infrastructure, then the District will follow the County's established communications procedures.

Section 6. No Financial Commitment. The parties agree that all services and obligations performed under, or required by, this Agreement are intended to make the most efficient use of the parties' respective powers on the basis of mutual advantage and shall be without any form of payment or other financial compensation by either party. Both parties shall be solely responsible for their own costs and expenses incurred as a result of providing services or performing obligations pursuant to this Agreement.

Section 7. Records.

- A. The District shall provide the County with any and all data needed for the purpose of monitoring, evaluating, auditing, and quality assurance. This data shall include information on the ALS or BLS services provided, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the District's provision of ALS or BLS services.
- B. All records that were created, utilized, or maintained pursuant to this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

Section 8. Confidentiality.

- A. The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to State or federal law.
- B. **Health Insurance Portability and Accountability Act ("HIPAA").**
 1. Under this Agreement, each party shall limit its transmission of data to the other party that either:

- a. Is not "Protected Health Information," as defined in 45 CFR § 160.103; or
 - b. Has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.
- 2. Notwithstanding the foregoing, the parties may disclose Protected Health Information between each other as covered health care providers for the provision of treatment in accordance with 45 CFR § 164.506.
- 3. Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that:
 - a. A Business Associate Agreement and adequate patient authorizations have been executed, as applicable; and
 - b. All the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed.

C. Florida Information Protection Act ("FIPA").

- 1. Pursuant to Section 501.171(g)1., Florida Statutes, "**Personal Information**" means either of the following:
 - a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - i. A social security number;
 - ii. A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - iii. A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - iv. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - v. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - b. A username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- 2. If either party maintains, stores, or processes personal information on behalf of the other party, then said party is considered a "Third-Party Agent" under FIPA

and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:

- a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and
- b. Providing notice to the other party in the event of a breach of security of the system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.

Section 9. Insurance.

- A. Without waiving the parties' rights to sovereign immunity as provided in Section 768.28, Florida Statutes, each party hereby represents and warrants that it is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes) and is self-insured for liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida Legislature.
- B. Upon the County's request, the District will immediately provide the County with an affidavit evidencing self-insurance up to the sovereign immunity limits. The County's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the District of the District's liability and obligations under this Agreement.

Section 10. Indemnification, Sovereign Immunity, and Liability.

- A. **Indemnification.** The parties shall indemnify and hold harmless each other, and their respective officials and employees, from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to their own negligent acts or omissions, or those negligent acts or omissions of their respective officials and employees acting within the scope of their employment, or arising out of or resulting from the party's negligent performance under this Agreement. Nothing contained herein 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, or negligence of the other party, or the other party's officers, officials, employees, agents, or contractors.
- B. **Sovereign Immunity.** All of the privileges and immunities from liability and exemptions from laws, ordinances, and rules that apply to the activity of officials, officers, agents, or employees of the parties shall apply to the officials, officers, agents, or employees of the parties when performing their respective functions and duties under the provisions of this Agreement. The parties are and shall be subject to the limitations of liability provided in Section 768.28, Florida Statutes, and any other relevant provisions of Florida law governing sovereign immunity. Nothing in this Agreement is intended to waive or alter the sovereign immunity of the parties including, but not limited to, the express monetary limits of liability set forth in Section 768.28, Florida Statutes.
- C. **Liability.** Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages,

consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall either party be liable to the other under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims related to this Agreement and are not confined to tort liability.

Section 11. Filing of Agreement. Upon execution by both parties, the County shall file a copy of this Agreement in the Orange County Public Records in accordance with Section 163.01(11), Florida Statutes.

Section 12. Termination.

- A. **Termination for Convenience.** Either party may terminate this Agreement for convenience by providing the other party with thirty (30) days written notice of termination. The terminating party shall be responsible for filing a notice of termination in the Orange County Public Records.
- B. **Termination for Cause.** If either party materially breaches any term of this Agreement (as determined in the non-breach party's sole discretion), then the non-breaching party may terminate this Agreement for cause effective immediately upon the breaching party's receipt of a written notice of termination.

Section 13. General Provisions.

- A. **Assignments and Successors.** The actions and activities to be conducted pursuant to this Agreement are governmental in nature. Each party binds itself (and its successors and assigns) to the other party of this Agreement (and to the successors and assigns of the other party) with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other (which shall be in the sole discretion of the party with the right to consent).
- B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "Action").
- C. **Conflicts.** The parties shall comply with all applicable local, state, and federal laws, regulations, and executive orders. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.
- D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations

or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

- E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- F. **E-Verify Use.** Pursuant to Section 448.095, Florida Statutes, each party hereby certifies that it is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. Each party hereby certifies that it does not employ, contract with, or subcontract with an unauthorized alien. Violation of Section 448.095, Florida Statutes, may result in the immediate termination of this Agreement.
- G. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.
- H. **Headings.** The headings or captions of sections or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- I. **Independent Contractor.** The parties agree that nothing in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting one party as the agent, representative, or employee of the the other party for any purpose or in any manner whatsoever. The parties are to be, and shall remain, independent contractors with respect to all services performed under this Agreement, and that any individuals hired, or performing services pursuant to this Agreement may not be considered the employee of the other party for any purposes, including but not limited to, any worker's compensation matters.
- J. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.
- K. **Nondiscrimination.** Neither party may discriminate as to race, color, religion, sex, national origin, age, handicap, or marital status in connection with its performance under this Agreement. Both parties shall comply with any and all applicable federal, state, and local anti-discrimination laws, rules, and regulations.
- L. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or in any manner may be construed to, confer upon any person other than the parties, their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
- M. **Public Records.** The parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

- N. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- O. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate Agreement language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- P. **Signatory.** Each signatory below represents and warrants that such person has full power and is duly authorized by their respective party to enter into and perform under this Agreement. By executing this Agreement, each party represents that such person has reviewed this Agreement and intends to fully abide by the conditions and terms of this Agreement.
- Q. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- R. **Use of County and District Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.
- S. **Venue.** Unless otherwise required by law, each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any action or claim arising under this Agreement, and further agrees that any such action or claim shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action or claim arising under this Agreement in Orange County, Florida.
- T. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.
- U. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized

representative of each party to this Agreement. The modifying party shall be responsible for filing a copy of the amendment in the Orange County Public Records.

Section 14. Entire Agreement.

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Regarding such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto by their duly authorized representatives.

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

Date: _____

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

By: _____

Date: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
A Public Corporation of the State of Florida


Signature

S.C. Kopelousos
Printed Name


Date

District Administrator
Official Title

ATTEST


District Clerk

for