



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801

Legislation Text

File #: 26-0678, **Version:** 1

Interoffice Memorandum

DATE: May 22, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Raul Pino, M.D., M.P.H., Director of Health Services

FROM: Christian Zuver, M.D., Medical Director

CONTACT: Sandra Roe

PHONE: 407-836-7611

DIVISION: EMS/Office of the Medical Director

ACTION REQUESTED:

Approval and execution of 1) Resolution of the Orange County Board of County Commissioners regarding authorization to convey certain personal property to the Town of Oakland, Florida in accordance with Section 125.38, Florida Statutes and 2) Purchase and Sale Agreement by and between Orange County, Florida and Town of Oakland, Florida in the amount of \$10. **(EMS/Office of the Medical Director)**

PROJECT: N/A

PURPOSE: The County owns approximately 139 G5 automatic external defibrillators (AEDs) that the County no longer needs for County purposes due to equipment upgrades; however, these AEDs still have remaining service life. The Emergency Medical Services Advisory Council and the County's EMS/Office of Medical Director wish to promote public access defibrillation, which is an essential step towards improving sudden cardiac arrest (SCA) survival outcomes. Accordingly, the County's Health Services Department and EMS/Office of the Medical Director wish to convey these AEDs to other local governments in Orange County to advance the County's goal of public access defibrillation and benefit the County EMS system by improving response to SCA. Upon receiving an application, Section 125.38, Florida Statutes and Orange County Administrative Regulation 6.05.04 authorize the Board to convey personal property to municipalities and political subdivisions of the State of Florida for the public or community interest and welfare. The Board may convey the personal property to the applicant at private sale for such price, whether nominal or otherwise, as fixed by the Board, regardless of the actual value of the property. The Board must adopt a resolution that includes the

fact of such application being made, the purpose for which such property is to be used, and the price. On October 7, 2025, the Town of Oakland applied for the sale and conveyance of County AEDs to be used by the Town's Police Department to empower first responders to deliver life-saving aid during cardiac emergencies. The EMS/Office of the Medical Director requests the approval and execution of the resolution and purchase and sale agreement to convey approximately four AEDs to the Town of Oakland for the nominal price of \$10.

BUDGET: N/A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (as hereinafter defined) by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (“**County**”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, and **TOWN OF OAKLAND, FLORIDA**, a political subdivision of the State of Florida, located at 540 E. Oakland Avenue, Oakland, Florida 34760 (“**Town**”).

RECITALS:

WHEREAS, Section 125.38, Florida Statutes, and Orange County Administrative Regulation 6.05.04 authorize municipalities to apply to the Orange County Board of County Commissioners (“**Board**”) for a conveyance of personal property for the public or community interest and welfare; and

WHEREAS, upon finding that such personal property is required for the public or community interest and welfare and not needed for County purposes, the Board may convey the personal property to the applicant at a private sale for such price, whether nominal or otherwise, as the Board may fix, regardless of the actual value of such property; and

WHEREAS, the act of such application being made, the purpose for which such property is to be used, and the price therefor must be set out in a resolution duly adopted by the Board; and

WHEREAS, Orange County currently owns the G5 automatic external defibrillators (“**AEDs**”) described in the “**Property List**” attached to this Agreement as “**Exhibit A**” and no longer needs said “**Property**” for County purposes; and

WHEREAS, the Town has applied to the County for the conveyance of the Property as further described in the “**Property Conveyance Application**” attached to this Resolution as “**Exhibit B**”; and

WHEREAS, the Board hereby finds that conveying the Property to Town for use by daily patrol police officers for the nominal price of ten dollars (\$10.00), and in accordance with this Agreement, is required for the public or community interest and welfare; and

WHEREAS, County desires to sell and convey the Property to Town, and Town desires to acquire from County the Property in accordance with the terms and conditions set forth in this Agreement; and.

NOW, THEREFORE, for and in consideration of the Property, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by Town to County, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

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2. **Agreement to Buy and Sell.** County agrees to sell to Town, and Town agrees to purchase from County, the Property in the manner and upon the terms and conditions set forth in this Agreement.

3. **The Property.** For purposes of this Agreement, the term “**Property**” is further described in the “**Property List**” attached to this Agreement as “**Exhibit A.**” The Manager of the County’s Health Services Department may unilaterally amend the Property List attached to this Agreement as “**Exhibit A**” to add or remove certain AEDs at any time, and in the Manager’s sole discretion, prior to delivering the signed Bill of Sale (as later defined) to Town by providing Town with written notice of the amendment.

4. **Purchase Price and Method of Payment.** The purchase price to be paid by Town to County for the Property shall be a total of *TEN AND 00/100 DOLLARS (\$10.00)* (“**Purchase Price**”), which the parties agree is a nominal price that does not reflect the actual value of the Property. Town shall make payment to the County within forty-five (45) days of this Agreement’s Effective Date (as later defined). If Town fails to make timely payment, the County may immediately terminate this Agreement by sending Town a written notice of termination.

5. **As-Is Sale. AS A MATERIAL INDUCEMENT TO COUNTY TO CONVEY THE PROPERTY, TOWN HEREBY ACKNOWLEDGES AND AGREES THAT TOWN IS ACQUIRING THE PROPERTY ON AN “AS-IS” AND “WITH ALL FAULTS” BASIS. IN ADDITION, TOWN HEREBY ACKNOWLEDGES AND AGREES THAT COUNTY HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, REGARDING THE PROPERTY.**

6. **Bill of Sale.** Upon receiving payment from Town, the County will sign and deliver a “**Bill of Sale**” transferring title of the Property to Town. The County will use a Bill of Sale in a form substantially similar to the “**Sample Bill of Sale**” attached to this Agreement as “**Exhibit C.**” By executing this Agreement, the Orange County Board of County Commissioners delegates the authority to sign the Bill of Sale to the Manager of the County’s Health Services Department. If the County fails to sign and deliver the Bill of Sale to Town within forty-five (45) days of receiving payment, Town may immediately terminate this Agreement by sending the County a written notice of termination; upon receiving said written notice of termination, the County will retain the Property and return the Purchase Price to Town.

7. **Delivery or Pickup.** Upon delivering the signed Bill of Sale to Town, the parties will coordinate the delivery or pickup of the Property. If the parties fail to transfer the Property within forty-five (45) days of the signing of the Bill of Sale, then the County may drop off the Property at 540 E. Oakland Avenue, Oakland, Florida 34760 during normal business hours. Risk of loss will pass to Town upon delivery, pickup, or drop off of the Property, whichever occurs first.

8. **Use and Compliance.** Following the transfer of Property, Town shall be solely responsible for the installation, maintenance, inspection, testing, operation, training, and use of the

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Property, and for compliance with all applicable federal, state, and local laws, rules, and regulations relating to Property ownership and use.

9. Notices. Any notices that may be permitted or required under this Agreement shall be in writing and shall be deemed to have been duly given (i) one (1) day after depositing such notice with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 p.m., local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 p.m., local Orlando, Florida time and the recipient has confirmed receipt by response email, to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

Town: Town of Oakland, Florida
540 E. Oakland Avenue
Oakland, Florida 34760

County: Orange County, Florida
Health Services Department
Attn: Manager
2002 East Michigan Street
Orlando, Florida 32806

10. Effective Date and Term. This Agreement shall become effective upon execution by both parties (“**Effective Date**”). The “**Term**” of this Agreement shall begin on the Effective Date and end on the date the Bill of Sale is signed by the County.

11. Records. All records 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. 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.

12. Indemnification. Town shall defend, indemnify and hold harmless the County, and the County’s officials and employees, from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney’s fees) attributable to Town’ negligent acts or omissions, or those negligent acts or omissions of Town’ officials and employees acting within the scope of their employment, or arising out of or resulting from Town’ negligent use of the Property or 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.

13. 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

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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.

14. 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.

15. 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

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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.

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(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, 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 Town 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.** Unless otherwise provided for in this Agreement, no modification of this Agreement shall be binding upon any party to this Agreement unless the

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modification is reduced to writing and signed by a duly authorized representative of each party to this Agreement.

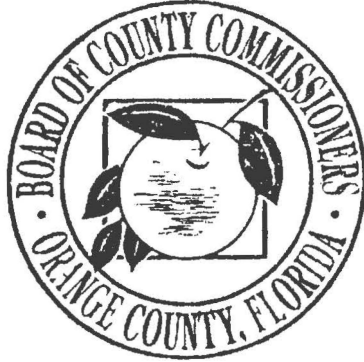
16. Entire Agreement. This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Regarding such subject matter, this Agreement supersedes 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 APPEAR ON THE FOLLOWING PAGES]

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IN WITNESS WHEREOF, Town and County have caused this Agreement to be executed as of the dates set forth below.

“COUNTY”



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

for Jerry L. Demings
Orange County Mayor

Date: June 16, 2026

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

By: *Jennifer Lara Klimetz*
Deputy Clerk
Jennifer Lara Klimetz
Printed Name

[SEE FOLLOWING PAGE FOR TOWN'S SIGNATURE]

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TOWN OF OAKLAND, FLORIDA

[Signature]
Signature
Darron Esan
Printed Name

2.19.26
Date
Police Chief
Official Title

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me on this 19 day of February
2026, by Darron Esan, in their official capacity as the
Police Chief of the Town of Oakland, Florida.

[Signature]
Signature Notary Public

Print, Type/Stamp Name of Notary

- ☒ Personally Known
☐ Produced Identification
Type of Identification Produced: _____



EXHIBIT A **PROPERTY LIST**

ASSET NO	UNIT_CD_AL	DESCRIPTION	MANFR_NM	MDL_NO	SR_NO
779339	7076	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000204861
779340	7076	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000205724
779390	1733	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000204979
779391	1733	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000204726

EXHIBIT B
PROPERTY CONVEYANCE APPLICATION

[Property Conveyance Application on Following Page]



*Darron Esan
Chief of Police*

October 7, 2025

RE: Automatic External Defibrillator Conveyance

To Whom it May Concern:

It has come to the attention of the Oakland Police Department that Orange County, Florida owns approximately 140 G5 automatic external defibrillators (AEDs) that the County may no longer need for County purposes.

Pursuant to Section 125.38, Florida Statutes, please accept this correspondence as an application for the sale and conveyance of any F5 AEDs to the Oakland Police Department to be used for daily patrol officer duties at a price fixed by the Board of County Commissioners.

We appreciate your consideration as these AED units would be a tremendous asset to our department.

Thank you,

Darron Esan
Chief of Police

EXHIBIT C
SAMPLE BILL OF SALE

State of Florida
County of Orange

Orange County, Florida, a political subdivision of the State of Florida with a mailing address of 201 S. Rosalind Ave., Orlando, Florida 32801 ("**County**"), in consideration of the payment of the sum of **TEN dollars (\$10.00)**, receipt of payment which County hereby acknowledges, and other good and valuable consideration, does hereby sell, assign, and in all other manners transfer to Town of Oakland, Florida, a political subdivision of the State of Florida with a mailing address of 540 E. Oakland Avenue, Oakland, Florida 34760 ("**Town**"), the personal property described in the "**Property List**" attached to the Purchase and Sale Agreement entered into by the parties on _____ (Effective Date) as "**Exhibit A**".

IN WITNESS WHEREOF, this Bill of Sale is executed on _____.

County Signature: _____

Printed Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me
on this _____ day of _____ 2026, by
_____ in their official capacity
as _____.

Signature Notary Public
Print/Stamp Name of Notary

☐ Personally Known
☐ Produced Identification
Type of Identification Produced: _____

ATTEST/WITNESS

By: _____

Printed Name: _____

Date: _____