

# RESOLUTION

*of the*

**ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**

*regarding*

**AUTHORIZATION TO CONVEY CERTAIN PERSONAL  
PROPERTY TO THE SCHOOL BOARD OF ORANGE COUNTY,  
FLORIDA IN ACCORDANCE WITH SECTION 125.38,  
FLORIDA STATUTES**

**Resolution No. 2026-\_\_\_\_\_**

WHEREAS, Section 125.38, Florida Statutes, and Orange County Administrative Regulation 6.05.04, authorize political subdivisions of the State of Florida to apply to the Orange County Board of County Commissioners (“**Board**”) for the 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 approximately one hundred thirty-nine (139) G5 automatic external defibrillators (“**AEDs**”) that the County no longer needs for County purposes; and

WHEREAS, the School Board of Orange County, Florida (“**School Board**”) has applied to the County for the conveyance of AEDs; and

WHEREAS, the Board hereby finds that conveying certain AEDs to the School Board for emergency preparedness and life safety purposes for the nominal price of ten dollars (\$10.00), as further described in the “**Purchase and Sale Agreement**” attached to this Resolution as “**Attachment 1**”, is required for the public or community interest and welfare; and

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE  
COUNTY:

*Section 1.* The above recitals are hereby incorporated into this Resolution.

**Section 2.** The Board approves, and directs the Orange County Mayor, or their designee, to execute the Purchase and Sale Agreement attached to this Resolution as “**Attachment 1**” to effectuate the conveyance of certain AEDs to the School Board. The Board authorizes County staff and the Orange County Comptroller’s Office to do all things necessary and appropriate to conclude said property conveyance.

**Section 3. Effective Date.** This Resolution shall become effective upon the date of adoption.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

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

By: \_\_\_\_\_  
Deputy Clerk

**ATTACHMENT 1**  
**PURCHASE AND SALE AGREEMENT**

**[Purchase and Sale Agreement on Following Pages]**

## 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, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "**County**"), and **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA** (hereinafter referred to as "**School Board**"), a political subdivision of the State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801.

### RECITALS:

**WHEREAS**, Section 125.38, Florida Statutes, and Orange County Administrative Regulation 6.05.04 authorize political subdivisions to apply to the County 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 County 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 County; and

**WHEREAS**, the County currently owns the one hundred eight (108) 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 School Board 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 County hereby finds that conveying the Property to the School Board for emergency preparedness and life safety purposes 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**, the County desires to sell and convey the Property to the School Board, and the School Board desires to acquire from the 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 the School Board to the 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:

## PURCHASE AND SALE AGREEMENT

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

2. **Agreement to Buy and Sell.** County agrees to sell to the School Board, and the School Board 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 the School Board by providing the School Board with written notice of the amendment.

4. **Purchase Price and Method of Payment.** The purchase price to be paid by the School Board to the 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. The School Board shall make payment to the County within forty-five (45) days of this Agreement's Effective Date (as later defined). If the School Board fails to make timely payment, the County may immediately terminate this Agreement by sending the School Board a written notice of termination.

5. **As-Is Sale. AS A MATERIAL INDUCEMENT TO COUNTY TO CONVEY THE PROPERTY, THE SCHOOL BOARD HEREBY ACKNOWLEDGES AND AGREES THAT THE SCHOOL BOARD IS ACQUIRING THE PROPERTY ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS. IN ADDITION, THE SCHOOL BOARD HEREBY ACKNOWLEDGES AND AGREES THAT THE 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 the School Board, the County will sign and deliver a "**Bill of Sale**" transferring title of the Property to the School Board. 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 County 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 the School Board within forty-five (45) days of receiving payment, the School Board 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 the School Board within forty-five (45) days of receiving the written notice of termination.

7. **Delivery or Pickup.** Upon delivering the signed Bill of Sale to the School Board, the parties will coordinate and deliver or pickup the Property. If the parties fail to deliver or pickup the Property within forty-five (45) days of the signing of the Bill of Sale, as coordinated, then the County may drop off the Property at 445 West Amelia Street, Orlando, Florida 32801 during

## PURCHASE AND SALE AGREEMENT

normal business hours. Risk of loss will pass to the School Board upon delivery, pickup, or drop off of the Property, whichever occurs first.

**8. Use and Compliance.** Following the transfer of Property, the School Board shall be solely responsible for the installation, maintenance, inspection, testing, operation, training, and use of the 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, or (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 provided that such email is transmitted prior to 5:00 p.m., local Orlando, Florida time and the recipient has confirmed receipt by 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:

**OCPS:** The School Board of Orange County, Florida  
Safety and Emergency Management Department  
445 West Amelia Street  
Orlando, Florida 32801

**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 Property is picked up or delivered.

**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.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including reasonable attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. 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 assure any liability for the acts, omissions and/or negligence of the other party.

## PURCHASE AND SALE AGREEMENT

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 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.

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(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.

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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 School Board 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

## PURCHASE AND SALE AGREEMENT

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]**

**PURCHASE AND SALE AGREEMENT**

**IN WITNESS WHEREOF**, OCPS 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

Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Deputy Clerk

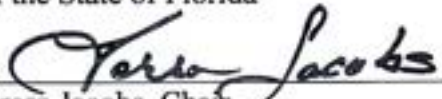
\_\_\_\_\_  
Printed Name

**[SEE FOLLOWING PAGE FOR OCPS' SIGNATURE]**

**PURCHASE AND SALE AGREEMENT**

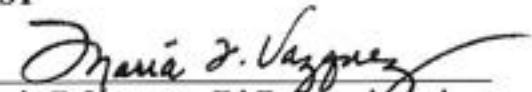
**"School Board"**

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a corporate body organized and existing under the constitution and laws of the State of Florida

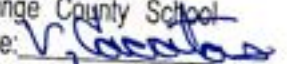
By:   
Teresa Jacobs, Chair

Date: April 8, 2026

**ATTEST**

By:   
Maria F. Vazquez, Ed.D. Superintendent

Date: April 8, 2026

Approved as to form and legality by the Office of Legal Services to the Orange County School Board on: 2-27-26 Signature:   
Print Name: Vivian Cocotas

**EXHIBIT A  
PROPERTY LIST**

ASSET NO	UNIT_CD_AL	DESCRIPTION	MANFR_NM	MDL_NO	SR_NO
756599	7200	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	M00000014566
761673	7200	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000024421
761674	7200	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000024393
761979	7200	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	DD00000025240
762291	2422	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000034901
762292	2422	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000034927
762440	1810	DEFIBRILLATOR (AED)	POWERHEART	G5	D00000028012
762804	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000034974
762805	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000035038
762806	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000035043
762807	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000035027
762808	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000035011
762809	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000035069
763603	1834	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000039779
763850	7200	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000049039
765893	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5, AUTOMATIC	D00000061341
765894	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5, AUTOMATIC	D00000061358
765895	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5, AUTOMATIC	D00000061362
765896	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5, AUTOMATIC	D00000061370
765897	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5, AUTOMATIC	D00000061388
765898	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5, AUTOMATIC	D00000061414
765899	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5, AUTOMATIC	D00000061443
765949	1713	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000104570
765950	1713	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000104628
766612	2451	DEFIBRILLATOR (AED)	POWERHEART	G5A-80A	D00000118780
766613	2451	DEFIBRILLATOR (AED)	POWERHEART	G5A-80A	D00000118783
767259	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000082384
767260	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000082379

**EXHIBIT A  
PROPERTY LIST**

768209	1715	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000081724
768210	1715	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000081725
770002	1831	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000118112
771788	2510	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000147645
772363	2540	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000132828
772364	2540	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000132841
772661	3818	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130058
772662	3818	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130092
772663	3818	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130094
772664	3818	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130067
772665	3818	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130018
772666	3818	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130028
772667	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130036
772668	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130023
772669	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130054
772670	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000129824
772671	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000129699
772672	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130103
772673	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000129944
772674	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130057
772675	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130059
772676	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130041
772677	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130062
772678	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130050
772679	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130022
772680	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130052
772681	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130089
772682	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000130066
772685	1805	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137954
772686	1823	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000134358

**EXHIBIT A  
PROPERTY LIST**

772687	1820	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137890
772688	1813	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137848
772689	1873	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137922
772690	1873	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000138032
772691	1814	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000134339
772692	1854	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137946
772693	1811	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137886
772694	1838	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000134300
772695	1856	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000134692
772696	1857	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137932
772697	1858	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137931
772698	1804	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137975
772699	1818	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137947
772700	1835	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137869
772701	1881	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137980
772702	1863	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137900
772703	1887	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000137979
772704	1889	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000138001
773500	2416	DEFIBRILLATOR (AED)	POWER HEART	G5	D00000159743
776407	1713	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5A-80PI	D00000186744
776408	1713	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5A-80PI	D00000186694
776409	1713	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5A-80PI	D00000186486
777143	1726	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000183309
777144	1726	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000183253
777145	1726	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000143601
777333	1713	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000200613
778204	1713	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000200587
778220	1713	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000200597
778221	1713	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000200601
778222	1713	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000200706

**EXHIBIT A  
PROPERTY LIST**

778223	1713	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000200637
778604	2613	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5	D00000076092
778763	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5A-80A POWERHEART G5	D00000157795
778764	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5A-80A POWERHEART G5	D00000157844
778765	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5A-80A POWERHEART G5	D00000157687
778766	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5A-80A POWERHEART G5	D00000157812
778767	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5A-80A POWERHEART G5	D00000194328
778768	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5A-80A POWERHEART G5	D00000157860
778769	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	G5A-80A POWERHEART G5	D00000194444
779161	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000194433
779162	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000194508
779163	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000194335
779164	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000194247
779165	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000194496
779166	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000157835
779167	3876	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000157716
779335	7076	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000205656
779336	7076	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000205736
779337	7076	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000205716
779338	7076	DEFIBRILLATOR (AED)	CARDIAC SCIENCE	POWERHEART G5	D00000205614

**EXHIBIT B**  
**PROPERTY CONVEYANCE APPLICATION**

**[Property Conveyance Application on Following Page]**



# Orange County Public Schools

Date: December 9, 2025

To:

**Orange County Health Services**  
Attn: Mathew Glaess, Project Coordinator  
Disaster & Emergency Health Services,  
Office of the EMS Medical Director  
4654 35th Street  
Orlando, Florida 32811

Subject: Application for Sale and Conveyance of G5 Automatic External Defibrillators (AEDs)

Dear Mr. Glaess,

It has come to the attention of the Orange County Health Services, Office of EMS Medical Director that Orange County, Florida owns approximately one hundred and eight (108) 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 G5 AEDs to the School Board of Orange County, Florida (Orange County Public Schools) to be used for districtwide emergency preparedness and life safety purposes, at a price fixed by the Board of County Commissioners.

We appreciate your consideration of this request and look forward to coordinating next steps upon approval. Please contact (407) 317-3200 ext. 2002033 or via email at [nicolas.morrissey@ocps.net](mailto:nicolas.morrissey@ocps.net) if additional information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Roberto Pacheco', with a long, sweeping underline.

Roberto Pacheco  
Chief Operations Officer  
Orange County Public Schools



ORANGE COUNTY PUBLIC SCHOOLS  
 445 West Amelia Street, Orlando, FL 32801  
 407-317-3200

### Agenda Item Details

Meeting	Apr 07, 2026 - School Board Meeting and Public Hearing, 5:00 PM
Category	11. Consent - Approve Operations Items
Subject	11.02 Request for Approval of Purchase and Sale Agreement Between Orange County Florida and the School Board of Orange County Florida for the Acquisition of 108 Automated External Defibrillators (AEDs)
Type	Action (Consent)
Recommended Action	Approval of Purchase and Sale Agreement Between Orange County, Florida and the School Board of Orange County, Florida for the Acquisition of 108 Automated External Defibrillators (AEDs)
Goals	<ul style="list-style-type: none"> <li>4. Efficient and Fiscally Sound Operations</li> <li>2. Safe and Supportive Environment</li> </ul>

### **BACKGROUND:**

The Orange County Office of the Medical Director has offered to provide 108 Automated External Defibrillators (AEDs) to Orange County Public Schools to support emergency cardiac response capabilities across district facilities. AEDs are critical life-saving devices used to treat sudden cardiac arrest and are a key component of the district's comprehensive safety and emergency preparedness initiatives.

Through this agreement, OCPS will acquire the AED units from the Office of the Medical Directors, Orange County, Florida for a nominal fee of \$10. These devices will be strategically deployed across schools and other district facilities to enhance access to rapid defibrillation during cardiac emergencies involving students, staff, or visitors.

This initiative supports district efforts to strengthen cardiac emergency preparedness, improve response times, and promote a safer learning and working environment.

### **FISCAL IMPACT STATEMENT:**

Orange County Public Schools will acquire 108 Automated External Defibrillators (AEDs) from the Orange County, Florida, Office of the Medical Director for a total cost of \$10.

### **STUDENT DATA TO BE SHARED:**

No student information will be shared.

### **RECOMMENDED RESOLUTION:**

Approval of the Purchase and Sale Agreement between the Orange County, Florida and the School Board of Orange County, Florida for the acquisition of 108 Automated External Defibrillators (AEDs) to support district cardiac emergency response efforts.

### **SUBMITTED AND PREPARED BY:**

Roberto Pacheco, Chief Operations Officer

Joseph Silvestris, Senior Director, Safety and Emergency Management

[Purchase and Sale Agreement\\_AEDs.pdf \(6,581 KB\)](#)

#### OCPS EEO Non-Discrimination Statement

The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, age, sex, national origin, marital status, disability, genetic information, sexual orientation, gender identity or expression, or any other reason prohibited by law. The following individuals at the Ronald Blocker Educational Leadership Center, 445 West Amelia Street, Orlando, Florida 32801, attend to compliance matters: Equal Employment Opportunity (EEO) Officer & Title IX Coordinator: Keshara Cowans; ADA Coordinator: Jay Cardinali; Section 504 Coordinator: Tajuana Lee-Wenze. (407.317.3200)

**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 The School Board of Orange County, Florida ("**School Board**"), a political subdivision of the State of Florida with a mailing address of 445 West Amelia Street, Orlando, Florida 32801, 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: \_\_\_\_\_