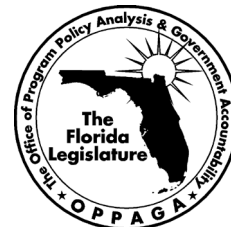




The Florida Legislature

OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY



Kara Collins-Gomez, Coordinator

**Office of Program Policy Analysis and Government Accountability (OPPAGA)
(6)(b) Contract for Consulting Services-Invitation to Negotiate
OP2512 Charlotte County Discretionary Sales Surtax Performance Audit>
Contract No. OP2512**

***PROPOSALS SHOULD BE SUBMITTED AS SOON AS POSSIBLE
OPPAGA anticipates making a recommendation on or before June 19, 2026***

OPPAGA is seeking proposals from experienced consultants to conduct a performance audit of the program associated with the **Charlotte County** proposed discretionary sales surtax in accordance with s. 212.055(11), *Florida Statutes*. The audit must be conducted by a CPA licensed pursuant to Ch. 473, *Florida Statutes*.

Qualifications:

In addition to demonstrating that the audit will be conducted by a Florida CPA, proposals must show performance auditing experience, illustrate an understanding of performance audit methodology, propose a team with subject matter and audit expertise, and assign appropriate team members for each task. For complete information regarding the details of this procurement, please review the attached documents in their entirety.

Submittal Information:

Submitted responses must be provided electronically to oppagaprocurement@oppaga.fl.gov

Award Process:

OPPAGA will negotiate with vendors as proposals are received and will recommend contracting with the vendor it comes to final terms with first. OPPAGA's recommendation will be subject to final approval by designees of the Florida Legislature.

Notice of Intent:

Consultants intending to submit a proposal for this procurement are requested to submit a notice of intent to oppagaprocurement@oppaga.fl.gov indicating the date the proposal will be submitted.

Questions:

Please direct all questions to Janet Tashner, General Counsel, (850) 717-0526.

Contract for Consulting Services Reply Documents

Contract No. OP2512

Charlotte County Discretionary Sales Surtax Performance Audit

Refer to Schedule A and B of Contract OP2512 for Scope of Work and Deliverables

Please provide the following information in your reply:

I. Information Cover Sheet

A completed and signed Respondent's Information Coversheet (**Appendix A**). This document must be signed by an individual responsible for the organization's response and authorized to negotiate for the organization during the negotiation process, including binding signature authority.

II. Warranties Certifications (Appendix B)

III. Non-Collusion Statement (Appendix C)

IV. Disclosure Information (Appendix D)

V. Conflicts Statement (Appendix E)

The Consultant must complete Appendix E listing any and all personal or contractual relationships that exist or have existed within the last **three (3) years**, between the Consultant, subcontractors and their predecessor organization, with **Charlotte County** in the **state of Florida**. The form must be signed by an individual authorized to legally bind the Consultant.

Not every prior or existing contractual relationship will constitute a conflict, but the Consultant must include sufficient description of the personal or contractual relationship(s) to enable the Legislature to determine whether a conflict exists. OPPAGA, in its sole discretion, will make the final determination regarding the existence of a conflict of interest.

VI. Corporate Capabilities

This portion of the Reply should describe the Consultant's organizational experience with similar projects and demonstrate its understanding of the nature of analysis required for this project by providing the information detailed below. This section describes information requested about the Consultant's firm experience. (Consultant's individual team members' experience is addressed in Section VII.)

This portion of the Reply must include the items below.

- A description of the **current and past experience** the Consultant has that is comparable to the effort required in this project.

- A description of the Consultant organization's **internal product quality assurance system** and the name, title and contact information for their quality assurance manager who can provide additional information.
- **Business references (Appendix F)** for three (3) engagements undertaken by the Consultant organization within the past five (5) years that were *performance audits* of comparable size and complexity to the requirements of this project. For each business reference listed, the Consultant should identify the nature of the services provided, and the **name, title, mailing address, email address, and telephone number** of persons OPPAGA may contact to verify organizational experience. Consultants shall complete the References Form in **Appendix F** to this Request to provide the contact information for its references. **Do not list OPPAGA as a reference.**

VII. Project Staffing and Organization

In this portion of the Reply, the Consultant must describe the qualifications of all individuals who will be assigned to the project. The Reply must include each individual's **experience and knowledge** to perform the Schedule A, Research Tasks and Subtasks (Research Tasks and Subtasks) they will be assigned related to the Scope of Work and Deliverables.

Required attributes of team members include: *Project Manager must be a CPA*

This portion of the Reply must include the items below.

- An **organizational chart** for this project that covers the personnel assigned, including identification of subcontractors.
- The total number of **project hours** broken out by each individual assigned to the project. The hours devoted to the project must ensure that the Consultant's proposed methodology to produce each deliverable can be successfully implemented in a timely manner.
- Identification of the individual assigned as day-to-day **project manager** and a description of that individual's prior project leadership experience including any recent, significant experience similar to the scope and complexity of this project.
- Each team member's specific **role** on the project and the Research Tasks and Subtasks they will perform, Research Tasks and Subtasks they will be primarily responsible for, and their specific **related experience** in projects similar to this project.

Once individual team members are identified and accepted by OPPAGA, no changes to the staff, roles, or hours will be permitted without prior approval from OPPAGA.

VIII. Proposed Methodology The proposed methodology section of the Reply is critical to demonstrating the Consultant's knowledge, experience, and understanding of the Scope of Services requested. In this portion of the Reply, the Consultant must provide a detailed description of the proposed methodologies that will be employed to gather information and conduct the necessary analyses for this review. The Consultant's Reply must state that it will provide all services outlined and meet all requirements provided in Scope of Services of this Solicitation.

This portion of the Reply also must include the information below.

- The specific **methods**, such as surveys, interviews, focus groups, cost-benefit analyses, that will be used.
- The **primary data** that will be evaluated and the sources of the data.
- The methods that will be used to ensure the **completeness, accuracy, and reliability** of the data analyzed in the project.
- Any external and internal **benchmarks/standards** that will be used.
- Any **statistical analyses** and analytical tools, such as Excel, SPSS and SAS, that will be used.
- The methods that will be used to receive and incorporate **feedback** regarding the information in project deliverables, including statements, exhibits, conclusions, and findings.

IX. Financial Reply (Appendix G)

In this portion of the Reply, the Consultant must provide the total cost of the project. The cost submitted must be fixed and all-inclusive for meeting the requirements of this project and completing all services described in the Consultant's Reply. The Florida Legislature will not pay for travel costs.

The Consultant must utilize the Financial Reply included in Appendix G. The Consultant must complete each field of the Financial Reply, Appendix G. (The Consultant may use electronic means to complete the form.)

X. Certification of Minimum Requirements (Appendix H)

XI. Documentation of Qualifications (Appendix I)

In this portion of the Reply, the Consultant must provide documentation that the individual identified as the project manager for the project is a certified public accountant licensed pursuant to Chapter 473, *Florida Statutes*.

**Appendix A
Information Cover Sheet**

**OFFICE OF PROGRAM POLICY ANALYSIS AND GOVERNMENT ACCOUNTABILITY
State of Florida Legislature**

***Charlotte County Discretionary Sales Surtax Performance Audit
OP2512***

Company (Consultant) Name:

Company Type (Corporation, LLC, etc.):

Principal Address:

City: State: Zip Code:

FEID No.: Website URL:

Project Manager:

Contract Manager Address:

City: State: Zip Code:

Email Address: Telephone No.:

Contract Manager:

Contract Manager Address:

City: State: Zip Code:

Email Address: Telephone No.:

Legal Notice Contact Name:

Address:

City: State: Zip Code:

Email Address: Telephone No.:

**CONSULTANT AGREES TO THE TERMS OF CONTRACT OP2512 THROUGH SUBMISSION
OF THIS PROPOSAL AND SIGNATURE BELOW**

Authorized Representative: _____
(Name of Owner or Authorized Corporate Officer/Title)

Signature: _____
(Owner or Authorized Corporate Officer)

Appendix B Warranties Certifications

- The Consultant is registered to do business in the State of Florida with the Florida Department of State, Division of Corporations.
- The Consultant or any other organization associated with the Reply is not currently under suspension or debarment by the State or any other governmental authority.
- To the best knowledge of the person signing the Reply, the Consultant, its affiliates, its subsidiaries, its directors, its officers, or employees of any other organization associated with this Reply are not currently under investigation by any governmental authority and have not in the last ten years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- To the best knowledge of the person signing the Reply, the Consultant, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- To the best knowledge of the person signing the Reply, the Consultant, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have not within the preceding three years been convicted of or had a civil judgment rendered against them or is presently under indictment for or otherwise criminally or civilly charged for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- To the best knowledge of the person signing the Reply, the Consultant, its affiliates, its subsidiaries, its directors, its officers or employees of any other organization associated with this Reply have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

Name of Consultant _____

Signature _____

Printed or Typed Name _____

Appendix C
Non-Collusion Statement

I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Reply for the same services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Reply and certify that I am authorized to sign this document for the organization and that the organization is in compliance with all requirements of this Reply including, but not limited to, certification requirements.

Organization: _____

Signature: _____

(Authorized Officer)

Name: _____

(Printed or typed name)

Appendix D Disclosure Information

Upon reasonable inquiry, the organization discloses, on the lines below:

That the following identified owner, officer, director, employee, agent or lobbyist who is/was a current or former member, officer or employee of the Florida Legislature or any of its units and was, is, or will be significantly involved in preparing or approving the services in this proposed contract, representing the interests of the organization regarding this proposed contract, or doing the work covered under this proposed contract.

Name: _____ Title: _____

Name: _____ Title: _____

That the following identified current or former member or employee of the Florida Legislature owns, directly or indirectly, an interest of five percent (5%) or more of the total assets or capital stock in the company.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

If none, check here _____

Name of Consultant: _____

Name of Corporate Office: _____

Signature of Corporate Officer: _____

Title or Position: _____

Telephone: _____ Date: _____

Appendix E Conflicts Information

List all personal or contractual relationships that exist or have existed within the last three (3) years, between the Consultant, subcontractors, and their predecessor organizations, with **Charlotte County** in the **State of Florida**:

If none, check here _____

Name of Consultant: _____

Name of Corporate Office: _____

Signature of Corporate Officer: _____

Title or Position: _____

Telephone: _____ Date: _____

**Appendix F
References**

Do not list OPPAGA as a reference

Client 1: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Type and Duration of Service: _____

Dates of Services: _____

Client 2: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Type and Duration of Service: _____

Dates of Services: _____

Client 3: _____

Contact Person and Title: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Type and Duration of Service: _____

Dates of Services: _____

Appendix G Financial Reply

For all individuals that will perform work, provide below, the name of the individual, job title, role on the project, assigned tasks and subtasks, and estimated hours devoted to the project.

Name	Job Title	Project Role	Tasks & Subtasks	Hours
TOTAL HOURS				

TOTAL PROJECT COST (EXCLUDING OPTIONAL BRIEFINGS AND PRESENTATIONS)

DELIVERABLE	DESCRIPTION	FIXED COST %	INVOICE AMOUNT
Deliverable #4	Report Outline	25%	
Deliverable #5	Draft Report	25%	
Deliverable #6	Final Report	50%	
DELIVERABLE-BASED FIXED COST			

OPTIONAL DELIVERABLES

OPTIONAL BRIEFINGS-DELIVERABLE #7a	
Cost per briefing	\$
TOTAL NOT TO EXCEED COST (4 Briefings) \$	
OPTIONAL PRESENTATIONS-DELIVERABLE #7b	
Cost per presentation	\$
TOTAL NOT TO EXCEED COST (2 Presentations) \$	
TOTAL NOT TO EXCEED COST OF ALL OPTIONAL DELIVERABLES \$	
MAXIMUM TOTAL \$	

Appendix H Certification of Minimum Requirements

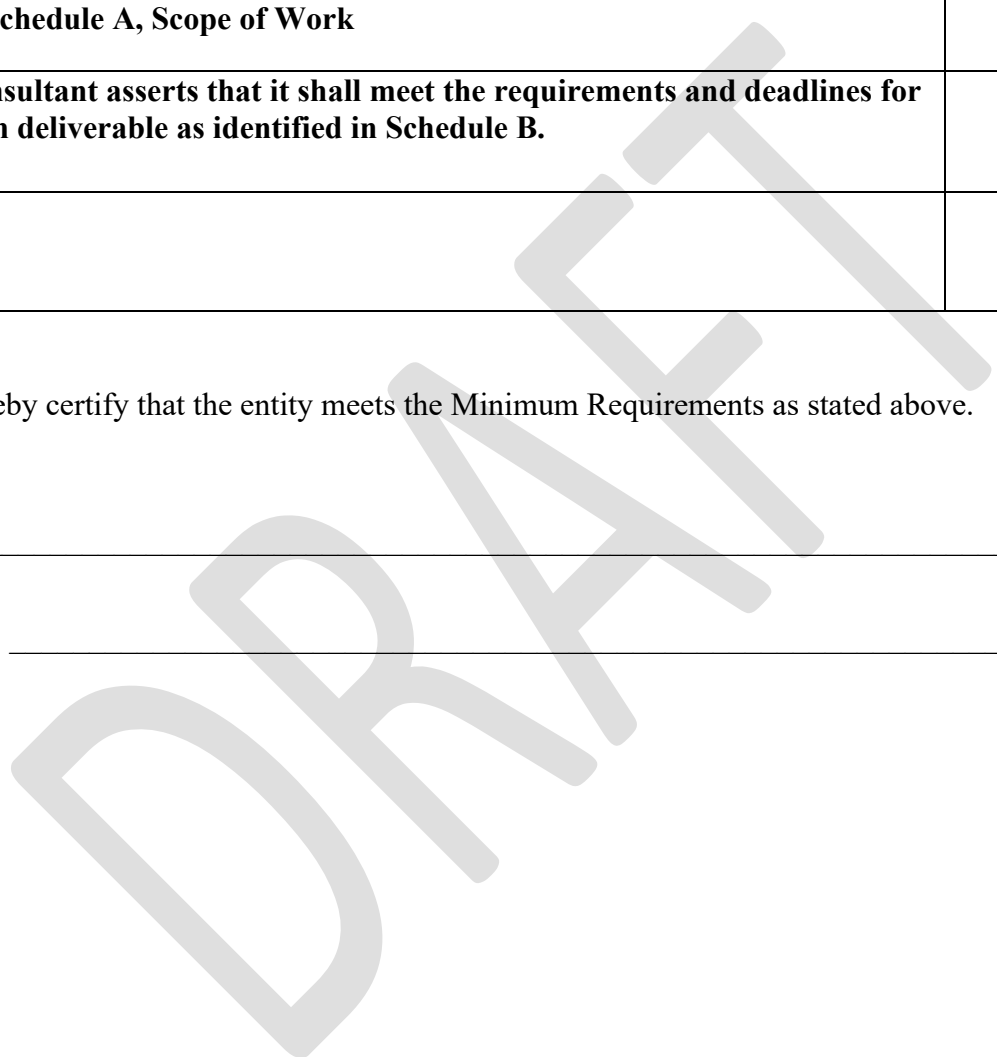
The Consultant must complete the certification by putting an "X" in the appropriate box.

Minimum Requirements	Yes	No
Florida CPA as Project Manager		
Consultant asserts that it shall complete each task and subtask outlined in Schedule A, Scope of Work		
Consultant asserts that it shall meet the requirements and deadlines for each deliverable as identified in Schedule B.		

I hereby certify that the entity meets the Minimum Requirements as stated above.

By: _____

Date: _____



Appendix I
Documentation of Qualifications

DRAFT

Contract for Consulting Services
Charlotte County Discretionary Sales Surtax Performance Audit
Contract Number OP2512

This Contract is between the Florida Legislature (Legislature) on behalf of the Office of Program Policy Analysis and Government Accountability (OPPAGA) and <Company Name>, a <state registered> <business type: corporation, partnership, LLC, etc.> registered to do business in Florida, with a principal address of <address of Consultant> (Consultant) (collectively, the “Parties”). An OPPAGA designee shall act as the Legislature’s Contract Manager (LCM).

The purpose of this Contract is to acquire the services of an independent consulting firm to fulfill the requirements of **s. 212.055(11), Florida Statutes**. The Legislature requires a Consultant to **conduct a performance audit of the programs associated with the Charlotte County discretionary sales surtax referendum**, more fully described in the attached Scope of Work, Schedule A, and Deliverables, Schedule B.

1. Contract Documents

This Contract between the Legislature and the Consultant is comprised of this document and the following documents that are integrated into and made part hereof. If there is a specific, direct, and irreconcilable conflict between any two or more provisions contained in this document and the component Schedules and Appendices, the conflicting provisions will be given the following precedence:

1. Contract for Consulting Services and attachments, including
 - i. Appendix I: Florida Legislature Payment Policy, Joint Policies and Procedures of the Presiding Officers
 - ii. Schedule A: Scope of Work
 - iii. Schedule B: Deliverables
2. Consultant(s) submitted quote and proposal dated <date of Consultant’s quote>

2. Consultant Services and Deliverables

The Consultant Services include the services described in Schedule A and deliverables described in Schedule B. The Consultant agrees that the designated members of its proposed team shall continue to be the members on this project team for the duration of this Contract, unless the Consultant requests, and the LCM approves a substitution of another team member to this Contract in writing. The Consultant will designate a Project Manager to act as the project team lead to coordinate with the LCM. The Project Manager for this Contract is <name, title, address, email, phone>.

3. Term

The Contract shall become effective upon execution and shall continue in effect until **July 1, 2027**, unless terminated, amended, or extended before that date according to the provisions herein.

4. Consideration

In consideration of the performance of the services described in this Contract, the Legislature agrees to pay and the Consultant agrees to accept a deliverable-based fixed total payment of < \$X > representing the Fixed Cost, except as otherwise provided herein, in full settlement for the work of **Deliverables 1-6** described in this Contract. This sum shall be payable upon receipt and approval of deliverables, as described in Schedule B and the schedule below. *The payment schedule below supersedes any payment terms contained in the attachments to this Contract.*

In consideration of the performance of the optional deliverable services performed in this Contract, the Legislature agrees to pay, and the Consultant agrees to accept a fixed total payment as described in Schedule B and the schedule below. OPPAGA will notify the Consultant in writing whether and how many optional **Deliverable 7a** and **7b** appearances will be required. Once the optional deliverables are approved in writing and the Consultant has satisfactorily performed the deliverable, the Consultant will submit an invoice for payment in addition to the deliverable-based fixed cost described above, in accordance with the schedule below, not to exceed \$X, in additional costs.

PAID DELIVERABLES	DESCRIPTION	DUE DATE	INVOICE AMOUNT
Deliverable #4	Report Outline	July 24, 2026	
Deliverable #5	Draft Report	August 14, 2026	
Deliverable #6	Final Report	August 28, 2026	
Deliverable-based Fixed Cost			
Optional Deliverable #7a	Legislative Briefings: Maximum of 4 calls	Prior to July 1, 2027	<\$x each > <no more than \$x total for four>
Optional Deliverable #7b	Legislative Testimony: Maximum of 2 appearances	Prior to July 1, 2027	<\$x each> <no more than \$x total for two>
Total Not to Exceed Cost of All Optional Deliverables			
Maximum Total			

5. Time is of the Essence

The Parties agree that time is of the essence in the completion and performance of the Consultant's duties and obligations hereunder. The Consultant must notify the LCM within 48 hours if an entity refuses to provide requested information or is otherwise nonresponsive to the Consultant's information requests.

6. Termination for Convenience

The Legislature may terminate the Contract, in whole or in part, upon written notice to the Consultant. The Legislature shall reimburse the Consultant for fees and costs actually incurred for authorized services satisfactorily performed prior to the notice of termination.

7. Termination for Cause and Remedies of the Legislature

Any one or more of the following events shall constitute an Event of Default on the part of the Consultant.

- a. Consultant fails to provide the Consultant Services as required under the Contract;
- b. Consultant discontinues the performance of the work required under the Contract;
- c. Consultant fails to promptly pay any and all taxes or assessments imposed by and legally due to any state or federal government;
- d. Consultant makes or has made a material misrepresentation or omission in any materials provided to the Legislature;
- e. Consultant commits any material breach of the Contract; or
- f. Consultant refuses to allow public access to all documents, papers, letters, or other material after a determination by OPPAGA that certain records are public record, pursuant to section 25 contained herein.

Upon the occurrence of an Event of Default on the part of the Consultant, the Legislature is entitled to one or more of the following remedies:

- a. Equitable Relief
- b. Monetary Damages (including any re-procurement costs)
- c. Termination of Contract

8. Choice of Law and Venue

The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the Parties waive any right to jury trial.

9. Availability of Funds

The performance of the Contract shall be subject to and contingent upon the availability of funds lawfully appropriated by and to the Legislature and applicable for the purpose of the services specified.

10. Payment Terms

Payment will be made after receipt of a correct invoice from the Consultant and approval by the Legislature in accordance with Payment Policy of the Florida Legislature Joint Policies and Procedures of the Presiding Officers, attached hereto and incorporated herein as Appendix I. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will not be presented for any Deliverable until the Consultant completes all terms of the Deliverable and receives the written approval of the Deliverable by the LCM. Acceptance of Deliverables will be dependent upon the Consultant's demonstration that the Consultant has incorporated the LCM's comments and edits through resubmission of the Deliverable to the LCM and written approval of the Deliverable by the LCM. Deliverable resubmissions are due to the LCM within 48 hours of receiving the LCM's comments and edits.

OPPAGA shall be billed upon completion and written acceptance by the LCM of the Deliverables below, as identified in Schedule B.

DELIVERABLE	PAYMENT AMOUNT
#4 Report Outline	25% fixed cost
#5 Draft Report	25% fixed cost
#6 Final Report	50% fixed cost

11. Florida Substitute Form W-9

A completed Substitute Form W-9 is required from Consultants doing business with the State of Florida. The Consultant must register as a vendor with the State of Florida, Department of Financial Services. The registration and requirements for registering and submitting electronically a Substitute Form W-9 are available at <http://flvendor.myfloridacfo.com>.

12. Project Timeline

DATE	DELIVERABLE
Beginning no later than June 22, 2026	#1 Project Commencement
July 3, 2026	#2 Work Plan
Beginning no later than July 10, 2026	#3 Biweekly Updates
July 24, 2026	#4 Report Outline
August 14, 2026	#5 Draft Report
August 28, 2026	#6 Final Report
Prior to July 1, 2027	#7a and 7b Optional Deliverables

13. Performance Guarantee

The Parties agree that time is of the essence in the performance of services in this Contract. Any delay in the performance of the Deliverables as contained in the Contract can have a negative impact on the activities and functions of the Legislature. The Consultant acknowledges that untimely performance will damage the Legislature but by their nature, such damages are impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining the amount of damages will be multiple and complex, and will be dependent on many and variant factors, proof of which would be burdensome and require lengthy and expensive litigation, which the Parties desire to avoid. Accordingly, the Parties agree that it is in the Parties' best interest to agree upon a reasonable amount of damages that are not intended to be a penalty but are solely intended to compensate for unknown and unascertainable damages and serve as a guarantee of the performance by the Consultant. The LCM may waive the payment of any performance guarantee.

- If the Consultant fails to submit **any Deliverable** in accordance with the dates in paragraph 12, or submits a Deliverable deemed incomplete by the LCM, it shall pay **\$1,000** for every calendar day until the Deliverable is acknowledged as received by the LCM. Any Deliverable received after **6PM** Eastern Time on the Deliverable due date will be considered late unless an alternate Deliverable schedule was previously agreed upon in writing by the LCM and the Consultant.

- If the Consultant fails to submit a Deliverable resubmission within **48 hours** of receiving the LCM's comments and edits in accordance with paragraph 10, it shall pay **\$1,000** for every calendar day until the Deliverable is resubmitted unless an alternative Deliverable resubmission schedule was agreed upon in writing.

Notwithstanding anything to the contrary, the Consultant will not be assessed any performance guarantee to the extent any such delays in the above-noted Deliverables is due to the acts or omissions of the Legislature or Force Majeure, which includes natural disasters like hurricanes, floods, or other "acts of God," war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, fire, disease or medical epidemics or outbreaks, curtailment of transportation facilities preventing or delaying travel, or other emergency beyond the Parties' control.

14. Insurance

The Consultant shall not commence any work in connection with this Contract until it has obtained all of the appropriate insurance coverage to adequately protect the Legislature from any and all liability and property damage hazards which may result from the performance of the Contract, including errors and omissions insurance for the willful or negligent acts or omissions of any officers, employees, or agents of the Consultant. Furthermore, all insurance shall be with qualified insurers duly licensed to transact business in this state. The Legislature shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant providing such insurance. Upon request, the Consultant shall furnish the Legislature with an insurance certificate, demonstrating that all of the appropriate coverages are fully in effect.

15. Indemnification

The Parties agree that the Consultant shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend and hold harmless the Legislature and its officers, agents, and employees from suits, actions, damages and costs of every name and description, including attorney's fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by, but only to the extent attributable to, the Consultant, its agents, employees, partners or subcontractors to the fullest extent allowed by Florida law.

16. Limitation of Liability

Neither the Legislature nor the Consultant is liable to each other for special, indirect, punitive, or consequential damages, even if the party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Legislature may, in addition to other remedies available to it at law or in equity and upon notice to the Consultant, retain such monies from amounts due to the Consultant as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Legislature may set off any liability or other obligation of the Consultant under any contract with the Legislature.

17. Subcontractors or Third-Party Contractors

This Contract was premised upon the evaluation and the reliance of the Florida Legislature on the Consultant, its proposed staffing and expertise for this Contract, including its subcontractors, through a competitive solicitation process. Therefore, this Contract, or any portion thereof, shall not be assigned or further subcontracted without the prior written approval of the LCM. However, no subcontract shall, under any circumstances, relieve the Consultant of its liability and obligation under this Contract, and despite any such subcontract, the Florida Legislature shall conduct its business through the Consultant, who shall retain the legal responsibility for performing the Consultant's obligations, including payments to its subcontractors.

18. Representations

Consultant understands that any misstatements or lack of candor by the Consultant about the qualifications or availability of it or its personnel constitutes a breach of the resulting Contract and may be grounds for immediate termination of the Consultant's services by the Legislature. The Consultant represents further that it has had the opportunity to seek counsel and is not under duress from the Legislature or any other person.

19. Taxes

The Legislature does not pay any state or federal taxes and all fees are exclusive of any taxes.

20. Waivers

The Legislature shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Legislature. No delay or omission on the part of the Legislature in exercising any rights or remedies shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on future occasions.

21. Prohibition Against Assignment

This Contract may not be assigned by the Consultant, in whole or in part, except by prior written authorization by the LCM.

22. Warranties

The Consultant warrants that all information furnished to the Legislature by the Consultant in connection with this Contract is to the best of the Consultant's knowledge and belief true, accurate, and complete, and does not omit any material facts, the omission of which would be misleading. The Consultant understands that any misstatements or lack of candor by the Consultant about the qualifications or availability of it or its personnel constitutes a breach of the Contract and may be grounds for immediate termination of the Consultant's services by the Legislature. The Consultant represents further that it is freely entering into this Contract of its own volition, has had sufficient opportunity to seek and consult with counsel and is not under duress from the Legislature or any other person.

The Consultant warrants that its personnel are qualified and possesses the requisite skills, knowledge, and experience to provide the Services as stated in this Contract and the SOW. The

Consultant shall ensure that its personnel devote such time and effort to the performance of the Services as may be necessary to satisfactorily complete the Services as authorized herein. The Consultant warrants that its performance of any other services during the term of the Contract will not interfere with the faithful and timely performance of this Contract, and the Consultant warrants that it shall not undertake any other obligation or restriction that would interfere with its duties under this Contract. The Consultant warrants that neither it nor its personnel have any conflict of interest as described in ss. 112.312(8) and 112.313(7), *Florida Statutes*.

The Consultant warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Consultant's ability to satisfy its Contract obligations. The Consultant warrants that neither it nor any affiliate is currently on the Convicted Vendor List maintained pursuant to s. 287.133, *Florida Statutes*, Suspended Vendor List maintained pursuant to s. 287.1351, *Florida Statutes*, Discriminatory Vendor List maintained pursuant to Section 287.134, *Florida Statutes*, or on any other similar list maintained by any state or the federal government. The Consultant shall immediately notify the Legislature in writing if its ability to perform is compromised in any manner during the term of the Contract. The Consultant warrants that it has the requisite power and authority to enter into and perform the Contract without the need to seek any further approvals or authorizations.

The Consultant warrants that the Services will be provided in a professional manner and in accordance with the standards generally observed in the industry for similar services and will be provided with reasonable skill and care. The Consultant warrants that it shall use reasonable endeavors to maintain continuity in its personnel engaged to provide the Services.

The Consultant will use all reasonable endeavors to ensure that the Services will be free from harmful programming, scripts, viruses, spyware, backdoors or other deleterious components. The Consultant warrants that it possesses or has obtained (or will obtain at the Consultant's expense) all necessary rights and licenses to provide the Services in accordance with the Contract and to convey to the Legislature any ownership rights, usage rights, and licenses, as applicable, free from any claims of infringement, misappropriation, or violation of another party's intellectual or industrial property rights.

The Consultant and its personnel shall work with and cooperate with the Legislature's Contract Manager, personnel, and/or Consultants where required and shall provide the Services in accordance with the reasonable direction provided by the Legislature in order to minimize disruption to the Legislature's operations. The Consultant and its personnel will obey all pertinent rules and regulations communicated to it by the Legislature.

23. Notices

All legal or other notices and other communications required or permitted to be given under this Contract, other than routine operational communications must be in writing and must be hand delivered, or mailed via U.S. mail or express overnight courier with a reliable system for tracking delivery, or sent via confirmed facsimile or electronic mail, addressed to the respective Parties as follows:

To Legislature: OPPAGA, Coordinator
P.O. Box 1475
Tallahassee, FL 32399-1475

OPPAGA Contract Manager, **OP2512**
P.O. Box 1475
Tallahassee, FL 32399-1475

OPPAGA, General Counsel
P.O. Box 1475
Tallahassee, FL 32399-1475

To Consultant: **<Legal Notices Designee for Consultant>**
< Address>
< Email>

The effective date of any notice under this Contract shall be the date of delivery or refusal of such notice, and not the date of mailing.

24. Contract Manager

The Contract Manager on behalf of the Legislature is **Alex Regalado, Staff Director, regalado.alex@oppaga.fl.gov, 111 W. Madison Street, Suite 312, P.O. Box 1475 Tallahassee, FL 32399-1475**. The Contract Manager on behalf of the Consultant is **<Consultant name, title, and mailing address and email address>**. All written and verbal approvals referenced in the Contract must be obtained from the Parties' contract managers or their designees, and all notices must be given to the Parties' contract manager.

25. Working Papers and Public Records

All records made or received by the Consultant as working papers, including drafts, or final products in conjunction with this Contract shall become the property of the Florida Legislature, OPPAGA. The Consultant is expressly prohibited from sourcing material from these records for any purpose other than as directed or approved by the LCM. The Consultant will destroy confidential or sensitive project information no later than 3 years after the project completion unless otherwise required in writing by the LCM. Upon the destruction of working papers, the Consultant will provide notice to OPPAGA of the destruction date and a list of all working papers destroyed.

Other records may be public records available for inspection by the public in accordance with the provisions of s. 24, Article I of the Florida Constitution, and s. 11.0431, *Florida Statutes*. Pursuant to s. 11.51(4), *Florida Statutes*, OPPAGA work papers are exempt from s. 24(a), Article I of the Florida Constitution. If the Consultant receives a request for public records, the Consultant shall immediately notify the LCM of the request and shall coordinate the response with the LCM. In order to assure that records subject to any exemption are not disclosed, the Consultant shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the LCM. The provisions of s. 11.0431, *Florida Statutes*, Ch. 119,

Florida Statutes, and other applicable state and federal laws will govern disclosure of any confidential or exempt information.

26. Confidential Information Requests

Consultant agrees to take all appropriate, administrative, physical, and technical safeguards to protect all data accessed, processed, stored, or transmitted in connection with the services provided under this Contract as defined by applicable data protection laws. The Consultant will use the data provided to it only for the purposes of performing its obligations under this Contract. The Consultant will not publish, transmit, release, or disclose this information to any other person without the LCM's prior written consent.

The Consultant may also obtain access to confidential or exempt information pursuant to the services provided under this Contract, including, but not limited to, protected health information (PHI). Except as necessary to fulfill the terms of this Contract and with the permission of the LCM, the Consultant shall not divulge to any third parties, regardless of affiliation with the Consultant, any confidential or exempt information obtained by the Consultant or its agents, employees, partners, or subcontractors in the course of performing the services pursuant to this Contract, including, but not limited to, PHI, or any other information considered confidential and/or exempt under the provisions of s. 11.0431, *Florida Statutes* or Ch. 119, *Florida Statutes*.

The Consultant agrees to abide by all applicable security procedures and policies of OPPAGA that are communicated to it by the LCM. The Consultant, including any of its agents, employees, partners, or subcontractors, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or on any personal or Consultant-supplied computer or peripheral device with the capacity to hold information, except upon written consent of the LCM. At all times, the Consultant shall abide by State and Federal laws concerning the storage of PHI and personal identifying information. Failure to strictly comply with this provision shall constitute a breach of contract.

The Consultant acknowledges and agrees to contractually bind its agents, employees, partners, or subcontractors to comply with the same confidentiality requirements to which the Consultant is bound under this Contract. Accordingly, if the Consultant's agents, employees, partners, or subcontractors, providing services under the terms of this Contract have access, in whatever form or function, to confidential data, the Consultant will ensure that any such individuals sign a confidentiality agreement, prior to any such activity or access. This agreement must contain provisions regarding nondisclosure of confidential data. The Consultant may only disclose confidential data to its agents, employees, partners, or subcontractors who have a need to know this information in order to perform their duties under this Contract and only to the extent that it is necessary.

Regardless of the form of any formal agreement that the Consultant has signed with its agents, employees, partners, or subcontractors, the Consultant will retain liability for all breaches of this Contract and for negligent acts or omissions and/or unauthorized use or disclosure of the confidential data by its agents, employees, partners, or subcontractors.

Consultant agrees to indemnify, defend, and hold harmless OPPAGA and the Florida Legislature against all claims, damages, liabilities, costs, and expenses arising out of or related to any data breach, unauthorized access, or disclosure of confidential information resulting from the Consultant's acts, omissions, negligence, or failure to comply with applicable data protection laws or contractual obligations. This obligation shall survive the termination or expiration of this Contract.

27. Security Breaches/Inappropriate Data Access

The Consultant shall notify the LCM in writing of any disclosure of unsecured confidential information obtained by the Consultant, its agents, employees, partners, or subcontractors which is not in compliance with the terms of the Contract (of which the Consultant becomes aware). The Consultant also shall report to the LCM any Security Incidents of which it becomes aware, including those incidents reported to the Consultant by its agents, employees, partners, or subcontractors, or any other individuals to whom the Consultant exposes confidential information obtained under this Contract.

For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the data provided to the Consultant pursuant to the services rendered under this Contract in the Consultant's possession; however, random attempts at access shall not be considered a Security Incident. Any Security Incident shall be immediately reported to the LCM upon knowledge by the Consultant (no less than four hours from the discovery of the Security Incident) and may result in termination of this Contract. The Consultant's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Consultant has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Consultant has taken or shall take to prevent future similar unauthorized use or disclosure. In the event of any impermissible disclosure, loss, or destruction of the data provided to the Consultant under this Contract, the Consultant shall take all reasonable steps to mitigate any potential harm or further disclosure, loss, or destruction of such information.

In the event of a breach of security concerning confidential personal information involved with this Contract, the Consultant shall comply with s. 501.171, *Florida Statutes*. When notification to affected persons is required under this section of the statute, the Consultant shall provide that notification, but only after receipt of the LCM's approval of the contents of the notice. Defined statutorily, and for purposes of this Contract, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information. Good faith access of personal information by an employee or agent of the Consultant does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the Consultant's obligations under this Contract or is not subject to further unauthorized use.

28. Other Conditions

Consultant shall not publish, release, or present to any third party any information, findings, or recommendations concerning work done or information gained under this Contract without

approval by the Florida Legislature through its Contract Managers. All contacts by media concerning work done or information gained under this Contract shall be referred to the LCM for response.

29. Entire Contract

This Contract constitutes the entire understanding of the Parties and supersedes any prior contracts, written or oral, related to the same subject matter. This Contract cannot be changed except in writing by the signature of both Parties. However, reasonable changes to the deliverables due dates may occur upon written request and justification by the Consultant and written approval by the LCM or the LCM’s delegate.

30. Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same contract. Delivery of an executed counterpart of a signature page to the Contract by e-mail, facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart.

Executed at Tallahassee, Florida, on the dates shown below.

The Florida Legislature:

The Florida Senate:

The Florida House of Representatives:

By: _____

Ben Albritton, President

Date: _____

By: _____

Daniel Perez, Speaker

Date: _____

Consultant:

By: _____

(Print Name)

Title: _____

(Print title)

Date: _____

APPENDIX I

Payment Policy of the Florida Legislature Joint Policies and Procedures of the Presiding Officers

3.5 INVOICE PROCESSING PROCEDURE

The Finance & Accounting Office will perform the following actions on each invoice:

- (1) Audit each invoice, including any duplicate invoices, for compliance with the contractual agreement or purchase order and mathematical accuracy, and determine if the payment is properly authorized or not previously paid;
- (2) Record information into the State's accounting system; and
- (3) Maintain voucher files with supporting documentation, files of unpaid purchase orders, and other files as necessary to maintain adequate accounting control and documentation.

3.5.1 INVOICE PROCESSING TIME LIMITS

- (1) A voucher authorizing payment of an invoice submitted to a unit of the Legislature will be filed with the Department of Financial Services (DFS) no later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that, in the case of a bona fide dispute, the voucher will contain a statement of the dispute and authorize payment only in the amount not disputed. Approval and inspection of goods or services will take no longer than five working days unless the bid specifications, purchase order, or contract specifies otherwise. If a voucher filed within the 20-day period is returned by DFS because of an error, it will nevertheless be deemed timely filed. For the purposes of determining the receipt of invoice date, the Legislature is deemed to receive an invoice on the date on which a proper invoice is first received in the Finance & Accounting Office. The Legislature is deemed to receive an invoice on the date the invoice was postmarked if the Finance & Accounting Office failed to annotate the invoice with the date of receipt at the time it actually received the invoice.
- (2) The Finance & Accounting Office will keep a record of the date of receipt of the invoice; dates of receipt, inspection, and approval of the goods or services; date of the voucher; and date of issuance of the warrant in payment thereof.
- (3) The Legislature may make partial payments to a contractor upon partial delivery of goods or services or upon partial completion of construction when a request for such partial payment is made by the contractor and approved by the legislative unit. Provisions of this section will apply to partial payments in the same manner as they apply to full payments.
- (4) Travel and other reimbursements to state officers and employees will be the same as payments to vendors pursuant to this section.

SCHEDULE A SCOPE OF WORK

1. Statement of Purpose

The goal of this contract is to fulfill the requirements s. 212.055, *Florida Statutes*. The relevant portion states as follows:

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(11) PERFORMANCE AUDIT.—(a) To adopt a discretionary sales surtax under this section, an independent certified public accountant licensed pursuant to chapter 473 shall conduct a performance audit of the program associated with the proposed surtax. (b)1. At least 180 days before the referendum is held, the county or school district shall provide a copy of the final resolution or ordinance to the Office of Program Policy Analysis and Government Accountability. 2. Within 60 days after receiving the final resolution or ordinance, the Office of Program Policy Analysis and Government Accountability shall procure the certified public accountant and may use carryforward funds to pay for the services of the certified public accountant. 3. At least 60 days before the referendum is held, the performance audit must be completed and the audit report, including any findings, recommendations, or other accompanying documents, must be made available on the official website of the county or school district. 4. The county or school district shall keep the information on its website for 2 years from the date it was posted. 5. The failure to comply with the requirements under subparagraph 1. or subparagraph 3. renders any referendum held to adopt a discretionary sales surtax void. (c) For purposes of this subsection, the term “performance audit” means an examination of the program conducted according to applicable government auditing standards or auditing and evaluation standards of other appropriate authoritative bodies. At a minimum, a performance audit must include an examination of issues related to the following: 1. The economy, efficiency, or effectiveness of the program. 2. The structure or design of the program to accomplish its goals and objectives. 3. Alternative methods of providing program services or products. 4. Goals, objectives, and performance measures used by the program to monitor and report program accomplishments. 5. The accuracy or adequacy of public documents, reports, and requests prepared by the county or school district which relate to the program. 6. Compliance of the program with appropriate policies, rules, and laws. (d) This subsection does not apply to a referendum held to adopt the same discretionary surtax that was in place during the month of December immediately before the date of the referendum.

2. Scope of Work

In accordance with s. 212.055(11), *Florida Statutes*, and *Government Auditing Standards* (2011 Revision) issued by the Comptroller General of the United States, the certified public accountant must conduct a performance audit of **Charlotte County** program areas within the administrative unit(s) which will receive funds through the referenda approved in the attached final resolution, attached hereto and incorporated herein as Exhibit A-1. The performance audit must evaluate the county administrative unit(s) related to **infrastructure including public safety, public infrastructure and utilities, and schools**. See **Exhibit A-1 below for the related ordinance**.

During the review, the Consultant must address the issues outlined by the Research Tasks and Subtasks below. The proposal must include a plan of work for addressing these issues.

2.1 Research Tasks and Subtasks

Audit fieldwork must include interviews with program administrators, review of relevant documentation, and other applicable methods as needed to soundly document and clearly and credibly communicate related findings and recommendations related to the Research Tasks and Subtasks described in 2.1.1 through 2.1.6.

2.1.1 The economy, efficiency, or effectiveness of the program. The examination of this issue must include the following subtasks:

1. Review any management reports/data that program administrators use on a regular basis and determine whether this information is adequate to monitor program performance and cost;
2. Determine whether the program is periodically evaluated using performance information and other reasonable criteria to assess program performance and cost;
3. Determine whether program administrators have taken reasonable and timely actions to address any deficiencies in program performance and/or cost identified in management reports/data, periodic program evaluations, internal and external reviews, audits, etc.;
4. Evaluate program performance and cost based on reasonable measures, including accepted industry standards and best practices, when available;
5. Evaluate the cost, timing, and quality of current program efforts based on a reasonably sized sample of projects to determine whether they were of reasonable cost and completed well, on time, and within budget; and
6. Determine whether the program has established written policies and procedures to take maximum advantage of competitive procurement, volume discounts, and special pricing agreements.

2.1.2 The structure or design of the program to accomplish its goals and objectives. The examination of this issue must include the following subtasks:

1. Review program organizational structure to ensure the program has clearly defined units, minimizes overlapping functions and excessive administrative layers, and has lines of authority that minimize administrative costs; and

2. Assess the reasonableness of current program staffing levels given the nature of the services provided, program workload, and accepted industry standards and best practices.

2.1.3 Alternative methods of providing services or products. The examination of this issue must include the following subtasks:

1. Determine whether program administrators have formally evaluated existing in-house services to assess the feasibility and cost savings of alternative methods of providing services, such as outside contracting and privatization, and determine if services were outsourced when the evaluations found that doing so could result in improved performance or cost savings;
2. Determine whether program administrators have assessed any contracted and/or privatized services to verify effectiveness and cost savings achieved and, when appropriate, made changes to improve the performance or reduce the cost of any outsourced services; and
3. Identify possible opportunities for alternative service delivery methods that have the potential to reduce program costs without significantly affecting the quality of services, based on a review of similar programs in peer entities (*e.g.*, other counties, *etc.*).

2.1.4 Goals, objectives, and performance measures used by the program to monitor and report program accomplishments. The examination of this issue must include the following subtasks:

1. Review program-level goals and objectives to determine whether they are clearly stated, measurable and address key aspects of the program's performance and cost;
2. Review program-level goals and objectives to ensure that they are consistent with the county's strategic plan;
3. Review the measures and standards the county uses to evaluate program performance and cost, and determine if they are sufficient to assess program progress toward meeting its stated goals and objectives; and
4. Evaluate internal controls, including policies and procedures, to determine whether they provide reasonable assurance that program goals and objectives will be met.

2.1.5 The accuracy or adequacy of public documents, reports, and requests prepared by the county which relate to the program. The examination of this issue must include the following subtasks:

1. Assess whether the program has financial and non-financial information systems that provide useful, timely, and accurate information to the public;
2. Determine whether the public has access to program performance and cost information that is readily available and easy to locate;
3. Review processes the program has in place to ensure the accuracy and completeness of any program performance and cost information provided to the public;
4. Determine whether the program has procedures in place that ensure that reasonable and timely actions are taken to correct any erroneous and/or incomplete program

information included in public documents, reports, and other materials prepared by the county and that these procedures provide for adequate public notice of such corrections; and

5. Determine whether the county has taken reasonable and timely actions to correct any erroneous and/or incomplete program information.

2.1.6 Compliance of the program with appropriate policies, rules, and laws. The examination of this issue must include the following subtasks:

1. Determine whether the program has a process to assess its compliance with applicable (*i.e.*, relating to the program's operation) federal, state, and local laws, rules, and regulations; contracts; grant agreements; and local policies;
2. Review program internal controls to determine whether they are reasonable to ensure compliance with applicable federal, state, and local laws, rules, and regulations; contracts; grant agreements; and local policies and procedures;
3. Determine whether program administrators have taken reasonable and timely actions to address any noncompliance with applicable federal, state, and local laws, rules, and regulations; contracts; grant agreements; and local policies and procedures identified by internal or external evaluations, audits, or other means; and
4. Determine whether program administrators have taken reasonable and timely actions to determine whether planned uses of the surtax are in compliance with applicable state laws, rules, and regulations.

2.2 Site Visits

Site visits are not required. The Consultant may propose a plan and tentative site visit schedule for fieldwork.

**EXHIBIT A-1
CHARLOTTE COUNTY ORDINANCE**

DRAFT

CHG
BCC

FILED WITH THE DEPARTMENT OF STATE May 4, 2026

OP2512

**ORDINANCE
NUMBER 2026-014**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, EXTENDING THE LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX ("LOCAL SALES TAX") IN CHARLOTTE COUNTY; PROVIDING FOR THE LEVY OF THE LOCAL SALES TAX; PROVIDING FOR A REFERENDUM; PROVIDING FOR THE DURATION OF THE LOCAL SALES TAX; PROVIDING FOR THE DISTRIBUTION OF REVENUES OF THE LOCAL SALES TAX; PROVIDING FOR HOLDING THE REFERENDUM WITH THE 2026 GENERAL ELECTION; PROVIDING FOR THE BALLOT QUESTION; PROVIDING FOR THE USE OF REVENUES; PROVIDING FOR THE DISSEMINATION OF INFORMATION CONCERNING THE LOCAL SALES TAX; PROVIDING FOR NOTIFICATIONS BY THE COUNTY ATTORNEY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ROGER D. EATON, CHARLOTTE COUNTY CLERK OF
CIRCUIT COURT
PAGE: 5
INSTR #: 3640504 Doc Type: GOV
Recorded: 05/04/2026 at 02:53 PM
Rec. Fee: RECORDING \$44.00

RECITALS

WHEREAS, Section 212.055(2), Florida Statutes, authorizes the governing authority in each county to levy either a one/half percent (0.5%) or one percent (1%) local government infrastructure sales surtax (hereinafter "local sales tax") upon taxable transactions occurring within the county as provided in Section 212.054, Florida Statutes; and

WHEREAS, proceeds from the local sales tax, and any interest accrued thereto, are required by Section 212.055(2) to be used, inter alia, to finance, plan and construct needed infrastructure; and

WHEREAS, at a referendum held on November 3, 2020, a majority of the electors of Charlotte County approved the ballot question listed in Ordinance No. 2020-024 which is levying a one percent (1%) local sales tax for a period from January 1, 2021, to December 31, 2026, for the purposes of funding infrastructure as defined by law; and

AMW

WHEREAS, the previously approved one percent (1%) local sales tax will expire on December 31, 2026; and

WHEREAS, the Charlotte County Board of County Commissioners (“Board”) finds that authorizing or approving the one percent (1%) local sales tax for twenty (20) years so that proceeds from the local sales tax may be used to finance, plan and construct needed infrastructure that benefits the life, health and safety of Charlotte County residents and visitors; and

WHEREAS, the extension of the one percent (1%) local sales tax would result in a one (1) cent sales surtax on each one dollar (\$1.00) for twenty (20) years; and

WHEREAS, Section 212.055(2), Florida Statutes, provides that the levy of the local sales tax shall be pursuant to an ordinance enacted by a majority of the board of county commissioners of the county and approved by a majority of the electors of the county voting in a referendum on the local sales tax.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Charlotte County, Florida:

SECTION 1. LEVY OF THE LOCAL SALES TAX. The Board of County Commissioners of Charlotte County hereby levies a one percent (1%) local sales tax pursuant to Section 212.055(2), Florida Statutes, effective January 1, 2027, to continue after the expiration of the existing one percent (1%) local sales tax which expires on December 31, 2026. The local sales tax levied hereby shall terminate on December 31, 2046.

SECTION 2. REFERENDUM. The local sales tax levied in Section 1. of this ordinance shall not take effect unless and until it is approved by a majority of the electorate of Charlotte County, voting in a referendum on the local sales tax pursuant to this ordinance.

SECTION 3. DURATION OF THE LOCAL SALES TAX. Collection of the local sales tax levied herein shall begin on January 1, 2027, and shall cease on December 31, 2046. There can be no extension of the levy of this local sales tax unless approved pursuant to law.

SECTION 4. DISTRIBUTION OF REVENUES OF THE LOCAL SALES TAX. The local sales tax shall be distributed between Charlotte County and the City of Punta Gorda as provided in Section 212.055(2)(c), Florida Statutes.

SECTION 5. HOLDING THE REFERENDUM. The Supervisor of Elections of Charlotte County is hereby directed to hold a referendum in conjunction with the general election scheduled on November 3rd, 2026.

SECTION 6. BALLOT QUESTION. The Supervisor of Elections of Charlotte County shall cause the following question to be placed on the ballot for the referendum held as herein required:

TITLE

EXTENSION OF THE ONE PERCENT (1%) LOCAL OPTION SALES TAX FROM JANUARY 1, 2027, TO DECEMBER 31, 2046.

QUESTION

SHOULD THE ONE PERCENT LOCAL OPTION SALES TAX BE EXTENDED FOR TWENTY YEARS FROM JANUARY 1, 2027, TO DECEMBER 31, 2046, WITH THE PROCEEDS TO BE USED FOR INFRASTRUCTURE AS DEFINED BY LAW, INCLUDING PUBLIC SAFETY, PUBLIC INFRASTRUCTURE AND UTILITIES, QUALITY OF LIFE, AND SCHOOLS?

_____ **FOR** the one-cent sales tax
 _____ **AGAINST** the one-cent sales tax

SECTION 7. USE OF REVENUES. The shares of the local sales tax proceeds received by Charlotte County and the City of Punta Gorda shall be expended only as permitted by Section 212.055(2), Florida Statutes.

SECTION 8. DISSEMINATION OF INFORMATION CONCERNING THE LOCAL SALES TAX. The County Administrator is authorized to use any available County funds and to seek private donations to disseminate factual information to the citizenry of the County concerning the local sales tax. The Board of County Commissioners of Charlotte County finds that the expenditure of such funds and donations is for a public purpose and is an authorized expenditure.

SECTION 9. NOTIFICATIONS BY THE COUNTY ATTORNEY. The County Attorney is directed to notify the Charlotte County Supervisor of Elections immediately of the adoption of this ordinance and provide the Supervisor of Elections with a certified copy of this ordinance. The County Attorney is further directed to notify the Department of Revenue within ten (10) days after the final adoption by ordinance or referendum of the levy, termination, or rate change of the local sales tax, but not later than November 16, 2026, prior to the effective date. Said notice shall include the time period during which the local sales tax will be in effect, the rate, a copy of the ordinance and such other information as the Department of Revenue shall require, in accordance with Section 212.054(7)(a), Florida Statutes. In addition, the County Attorney is further directed to notify the Department of Revenue by October 1, 2026, if the referendum, or consideration of the ordinance, that would result in the levy, termination, or rate change of the local sales tax,

is scheduled to occur on or after October 1, 2026, in accordance with Section 212.054(7)(b), Florida Statutes.

SECTION 10. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or applications. To this end, the provisions of this ordinance are declared severable.

SECTION 11. EFFECTIVE DATE. A certified copy of this ordinance shall be filed with the Department of State of the State of Florida within ten (10) days of enactment and shall take effect upon filing with said department.

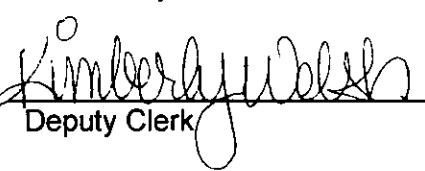
PASSED AND DULY ADOPTED this 4th day of May 2026.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA



By:  _____
Joseph M. Tapp, Chairman

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By:  _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:  _____
Thomas M. David, County Attorney
LR 25-0718  / GRP



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

May 4, 2026

Roger D. Eaton
Clerk of the Circuit Court
Charlotte County
18500 Murdock Circle, Room 416
Port Charlotte, Florida 33948

Dear Roger Eaton,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Charlotte County Ordinance No. 2026-014, which was filed in this office on May 4, 2026.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270



PUBLISHER'S AFFIDAVIT OF PUBLICATION STATE OF FLORIDA COUNTY OF CHARLOTTE:

Before the undersigned authority personally appeared Jill Kelli Di Benedetto, who on oath says that she is the Legal Advertising Representative of The Daily Sun, a newspaper published at Charlotte Harbor in Charlotte County, Florida; that the attached copy of advertisement, being a Legal Notice that was published in said newspaper in the issue(s)

04/24/26

as well as being posted online at www.yoursun.com and www.floridapublicnotices.com.

Affiant further says that the said newspaper is a newspaper published at Charlotte Harbor, in said Charlotte County, Florida, and that the said newspaper has heretofore been continuously published in said Charlotte County, Florida, Sarasota County, Florida and DeSoto County, Florida, each day and has been entered as periodicals matter at the post office in Punta Gorda, in said Charlotte County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jill Kelli Di Benedetto

(Signature of Affiant)

Sworn and subscribed before me this 24th day of April, 2026

Laura M Robins

(Signature of Notary Public)



Personally known X OR Produced Identification

The Board of County Commissioners of Charlotte County proposes to adopt the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, EXTENDING THE LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX ("LOCAL SALES TAX") IN CHARLOTTE COUNTY; PROVIDING FOR THE LEVY OF THE LOCAL SALES TAX; PROVIDING FOR A REFERENDUM; PROVIDING FOR THE DURATION OF THE LOCAL SALES TAX; PROVIDING FOR THE DISTRIBUTION OF REVENUES OF THE LOCAL SALES TAX; PROVIDING FOR HOLDING THE REFERENDUM WITH THE 2026 GENERAL ELECTION; PROVIDING FOR THE BALLOT QUESTION; PROVIDING FOR THE USE OF REVENUES; PROVIDING FOR THE DISSEMINATION OF INFORMATION CONCERNING THE LOCAL SALES TAX; PROVIDING FOR NOTIFICATIONS BY THE COUNTY ATTORNEY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A public hearing on this ordinance will be held at 9:00 AM, or as soon thereafter as it may be heard, on the 4th day of May, 2026, in Room 119 of the Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida.

Copies of the proposed ordinance and the economic impact estimate, if applicable, are available for inspection by the general public in the Charlotte County Attorney's Office, 18500 Murdock Circle, Port Charlotte, Florida.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Should any agency or person decide to appeal any decision made by the Board with respect to any matter considered at such meeting, he will need a record of the proceeding, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

Charlotte County Board of County Commissioners does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the County's functions, including access to and participation in

meetings, programs and activities. FM Sound Enhancement Units for the Hearing Impaired are available at the Front Security Desk, Building A of the Murdock Administration Complex. Anyone needing other reasonable accommodation or auxiliary aids and services please contact our office at 941.743.1381, TDD/TTY 941.743.1234, or by email to David.Lyles@CharlotteCountyFL.gov.

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

Charlotte County Board of County Commissioners does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the County's functions, including access to and participation in meetings, programs and activities. FM Sound Enhancement Units for the Hearing Impaired are available at the Front Security Desk, Building A of the Murdock Administration Complex. Anyone needing other reasonable accommodation or auxiliary aids and services please contact our office at 941.743.1381, TDD/TTY 941.743.1234, or by email to David.Lyles@CharlotteCountyFL.gov.

Reference: 050426-A
Published: April 24, 2026
163352 3988376

Notice of hearing

will need a record of proceedings and that the person may need to ensure that a verbatim record of the proceeding is made including the testimony and evidence upon which such appeal be based.

Notice of permit

PUBLIC NOTICE OF INTENT TO ISSUE AIR PERMIT Florida Department of Environmental Protection Division of Air Resource Management, Permit Review Section

Florida Department of Environmental Protection Division of Air Resource Management, Permit Review Section Draft Permit No. D151004-003-AW Waste Connections of Florida, SLD Recycling and Disposal Facility Charlotte County, Florida

Applicant: The applicant for this project is Waste Connections of Florida. The applicant's responsible official and mailing address are: Nicolas Howard, Southern Regional Engineer, Waste Connections of Florida, 605 Crescent Executive Office, Suite 340, Lake Mary, Florida 32746. Facility Location: The applicant operates the existing SLD Recycling and Disposal Facility, which is in Charlotte County at 30199 Zemel Road in Punta Gorda, Florida.

Project: The applicant applied on May 30, 2024 to the Department for a revised initial Title V air operation permit for a revised initial Title V air operation permit was issued on March 26, 2022. SLD Landfill, Inc. (SLD), a wholly owned subsidiary of Waste Connections of Florida, Inc. (WCF), owns and operates the SLD Recycling and Disposal Facility (SLD Facility) which is an existing, continuing, and Demolition (C&D) debris disposal facility. The SLD Facility is located on approximately 174 acres and has a permitted footprint of 145 acres. The facility does not accept Class I waste, municipal solid waste (MSW), and therefore is not subject to the federal requirements for Municipal Solid Waste Landfills. Specifically, the SLD Facility is not subject to the New Source Performance Standards (NSPS) in 40 CFR Part 60, Subpart Cl/XX or the National Emission Standards for Hazardous Air Pollutants (NESHAP) in 40 CFR Part 61, Subpart AAAA. The facility has one emission unit (EU 001), a 750 standards cubic feet per minute flare and associated hydrogen sulfide scrubber for odor control purposes.

Permitting Authority: The Florida Department of Environmental Protection (FDEP) and Chapters 62-210 and 62-213 of the Florida Administrative Code (F.A.C.). The proposed project is not exempt from air permitting requirements and a Title V air operation permit is required to operate the facility. The Permit Review Section in the Division of Air Resources Management is the Permitting Authority responsible for making a permit determination for this project. The Permitting Authority's physical address is 2600 Bar Stone Road, Tallahassee, Florida. The Permitting Authority's mailing address is 2600 Bar Stone Road, MS 45305, Tallahassee, Florida 32399 2400. The Permitting Authority's telephone number is 850-412-5000.

Project File: A complete project file is available for public inspection during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday (except legal holidays), at the address indicated above for the Permitting Authority. The complete project file includes the draft permit, the Statement of Basis, the application, and the information submitted by the applicant, exclusive of confidential records received under Section 403.111, F.S. Interested persons may view the draft permit by visiting the following website: https://dep.state.fl.us/ar/Ammon/sgo/draftslid.asp and entering the permit number shown above. Interested persons may contact the Permitting Authority's project review engineer for additional information at the address or phone number listed above.

Notice of Intent to Issue Air Permit: The Permitting Authority gives notice of its intent to issue an initial Title V air operation permit to the applicant for the project described above. The applicant has provided reasonable assurance that continued operation of the existing equipment will not adversely impact air quality and that the project will comply with all appropriate provisions of Chapters 62-4, 62-204, 62-210, 62-212, 62-213, 62-296 and 62-297, F.S. The Permitting Authority will issue a proposed permit and subsequent final permit in accordance with the conditions of the draft permit unless a response received in accordance with the following procedures results in a different decision or a significant change of terms or conditions.

Comments: The Permitting Authority will accept written comments concerning the draft Title V air operation permit for a period of 30 days from the date of publication of the Public Notice. Written comments must be received by the close of business 15:00 p.m. on or before the end of this 30-day period by the Permitting Authority at the above address and electronically to David.Road at David.Road@fldep.gov. As part of his or her comments, any person may also request that the Permitting Authority hold a public meeting on this permitting action if the

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Permitting Authority determines there is sufficient interest for a public meeting, it will publish notice of the time, date, and location in Florida Administrative Register (FAR). A public meeting is requested within the 30-day comment period and conducted by the Permitting Authority, any oral and written comments received during the public meeting will be considered by the Permitting Authority. If timely received written comments or comments received at a public meeting result in a significant change to the draft permit, the Permitting Authority shall issue a revised draft permit and require, if applicable, another Public Notice. All comments filed will be made available for public inspection. For additional information, contact the Permitting Authority at the above address or phone number.

Partitions: A person whose substantial interests are affected by the proposed permitting decision may petition for an administrative hearing in accordance with Sections 120.569 and 120.571, F.S., as provided by any persons other than those entitled to written notice under Section 120.569, F.S. The petition must be filed within 14 days of publication of the Public Notice or receipt of a written notice of the proceeding. First, Under Section 120.60(3), F.S., however, any person who asks the Permitting Authority for notice of agency action may file a petition within 14 days of receipt of initial notice, regardless of the date of publication. A petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. A petition for administrative hearing must contain the information set forth below and must be filed (received) with the Agency Clerk in the Office of General Counsel, 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida 32399 3000. Agency Clerk's office hours, before the deadline. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.571, F.S. or to intervene in the proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the approval of the presiding officer upon the filing of a motion in compliance with Rule 28.106.205, F.A.C.

A person that disputes the material facts upon which the Permitting Authority's action is based must contain the following information in (a) the name and address of each agency affected and each agency's file or identification number, if known; (b) the name, address, any email address, telephone number, and any facsimile number of the petitioner; (c) the name, address, any email address, telephone number, and any facsimile number of the petitioner's representative, if any, which shall be the address of service purposes; (d) an explanation of how the petitioner's substantial interests will be affected by the agency's determination; (e) a statement of when and how each petitioner received notice of the agency action or proposed decision; (f) a statement of all disputed issues of material fact, if there are none, the petition must so indicate; (g) a concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action; (h) a statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action and an explanation of how the alleged facts relate to the specific rules or statutes; and (i) a statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the agency to take with respect to the agency's proposed action. A person that does not dispute the material facts upon which the Permitting Authority's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28.106.301, F.A.C.

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated below at 10:00 AM on 4/24/26 1:00 PM.

Kevin Fox Household Goods/Furniture, Norine Mcgowen Household Items, Marlene Spennato Household Items, Halsey Ramos Household Goods

The auction will be listed and advertised on www.storageexpress.com. Purchases must be made with cash only and at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated below.

21215 Harborview Rd, Punta Gorda, FL 33980, 62/20/26 at 11:00 AM EST Brandon Dittmer-Clothes and home goods, 14000 Serravallo-Warehouse goods

1960 Paulson Dr. Port Charlotte, FL 33954, 05/07/26 at 11:30 AM EST. Julie Fischer - Furniture, household items, garage items, Corey Moran - Bedroom items, Marcos De Jesus - Couches, boxes and other house furniture.

5925 Placida Rd, Englewood, FL 34224, 05/07/26 at 11:00 AM EST. Daniel Schiller - Industrial/ household furniture, sand bags, office equipment.

730 N Indiana Ave, Englewood, FL 34223, 05/27/26 at 12:00 PM EST. Samantha Kutcher - Household Goods

18485 Paulson Dr. Port Charlotte, FL 33954, 05/07/26 at 10:00 AM EST. Linda Campos - Household Goods

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is acted upon. Mediation is not available in this proceeding. Objectors: Finally, pursuant to 142 United States Code (U.S.C.) Section 765(d)(2), any person may petition the Administrator of the EPA within 60 days of the expiration of the Administrator's 45-day review period as established at 42 U.S.C. Section 765(d)(3), to object to the issuance of any Title V air operation permit. Any petition shall be based only on objections to the permit that were raised with reasonable specificity during the 30-day public comment period provided in the Public Notice, unless the petitioner demonstrates to the Administrator of the EPA that it was impracticable to raise such objections within the comment period or unless the grounds for such objection arose after the comment period. Filing of a petition with the Administrator of the EPA does not stay the effective date of any permit, property issued pursuant to the provisions of Chapter 62-213, F.A.C. Petitions filed with the Administrator of EPA must meet the requirements of 42 U.S.C. Section 765(d)(2)(2) and must be filed with the Administrator of the EPA at: U.S. Environmental Protection Agency, Office of the Administrator, Pennsylvania Avenue, N.W., Mail Code: 101A, Washington, DC 20460. For more information regarding EPA review and objections, visit EPA's Region 4 web site at https://www.epa.gov/ea-permitting/florida-proposed-title-v-permits.

Notice of sale

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ROBERT PHILLIPS, UNKNOWN HEIR OF ROBERT PHILLIPS, SECRETARY OF HOUSING AND URBAN DEVELOPMENT, UNKNOWN HEIR OF TENANT #1, are Defendants.

LOT 5 AND THE WEST 1/2 OF LOT 6, BLOCK "A", RIDGEWOOD SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF CIRCUIT COURT IN AND FOR DESOTO COUNTY, FLORIDA, IN PLAT BOOK #, PAGE #5, Commonly known as 238 Columbia Dr. Arcadia, FL 34266

Any person claiming an interest in the surplus from the sale of any other than the property herein, shall file with the pendens must file a claim before the clerk reports the surplus as U.S. dollars. The sale is set aside. The Purchaser may be entitled to only a return of the sale proceeds less any closing fees and costs and shall have no other recourse against the Administrator of the Mortgagees attorney.

Intent to consider ordinance

The Board of County Commissioners of Charlotte County proposes to adopt the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA, EXTENDING THE LOCAL GOVERNMENT INVESTMENT SALES SURTAX (LOCAL SALES TAX) IN CHARLOTTE COUNTY, FLORIDA, FROM THE LEVY OF THE LOCAL SALES TAX PROVIDING FOR A RATE OF 2.0% PRO RATA OR THE DURATION OF THE LOCAL SALES TAX PROVIDING FOR THE DISTRIBUTION OF REVENUES OF THE LOCAL SALES TAX, PROVIDING FOR HOLDING THE REFERENDUM FOR THE 2026 GENERAL ELECTION PROVIDING FOR THE BALLOT QUESTION: PROVIDING FOR THE USE OF THE PROCEEDINGS FOR THE DISSEMINATION OF INFORMATION CONCERNING THE LOCAL SALES TAX, PROVIDING FOR NOTIFICATIONS BY THE COUNTY ATTORNEY PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

A public hearing on this ordinance will be held at 9:00 AM, or as soon thereafter as it may be held, on the 4th day of May, 2026, in Room 119 of the Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida.

Copies of the proposed ordinance and the economic impact estimate, if applicable, are available for inspection by the general public in the Charlotte County Attorney's Office, 18500 Murdock Circle, Port Charlotte, Florida.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

Should any agency or person decide to appeal any decision made by the Board of Commissioners, he will need a record of the proceeding, and for that purpose, he may need to record that a verbatim record of the proceeding is made. The record includes the testimony and evidence upon which the agency's action is based.

Charlotte County Board of County Commissioners does not discriminate on the basis of disability. This nondiscrimination policy moves every aspect of the County's functions, including access to and participation in meetings, programs and activities. FM Sound Enhancement Units for the Hearing Impaired are available at the Front Security Desk, Building A of the Murdock Administration Complex. Anyone needing accommodations or auxiliary aids and services please contact our office at 941.743.1333, TDD: 941.743.1234, or by email to David.Lyles@CharlotteCountyFL.gov.

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

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Reference: 050426 A. Published April 24, 2026 163352 3988376

Other notices

Notice

To advise that a barricade will be erected at the entrance of the North Manassas Key private road, which said road is owned by the abutting property owners. The barricade will be maintained continuously from 7:00 a.m. on May 24, 2026 through 7:00 a.m. on May 25, 2026. Those wishing to use the road will be required to sign an affidavit which will be a possession of the owners guarding the road entrance.

Gordon Vossler North Manassas Key Association, Inc. Publish: 04/24/26 114849 3988413

Any person claiming an interest in the surplus from the sale of any other than the property herein, shall file with the pendens must file a claim before the clerk reports the surplus as U.S. dollars. The sale is set aside. The Purchaser may be entitled to only a return of the sale proceeds less any closing fees and costs and shall have no other recourse against the Administrator of the Mortgagees attorney.

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Reference: 050426 A. Published April 24, 2026 163352 3988376

AREA NEWS BRIEFS

Three-way stop coming to Ocean Spray at Access Road

ENGLEWOOD — Charlotte County Public Works officials announced a plan to convert the intersection of Ocean Spray Boulevard and South Access Road in Englewood East to a three way stop.

The conversion starts April 29. The intersection is near State Road 776.

Hockey rink resurfacing

ENGLEWOOD — Resurfacing of the street hockey rink at Tringa Park is underway and is anticipated to be complete by May 4. Charlotte County announced this week.

The rink will be closed during this time. The park will remain open. For more information, contact Casey Rodman at CharlotteCountyFL.gov.

Mulching crews will be out through April 24

PORT CHARLOTTE — Charlotte County officials crews will be spreading mulch on road medians in Port Charlotte starting April 24.

Lane closures may occur while crews are at work between 9 a.m. and 3 p.m. those days.

Streets include: Harbor Boulevard between U.S. 41 and Ocean, Ocean Boulevard between U.S. 41 to Easy Street.

Midway Boulevard between Harbor and Fikcam. Edgewater Drive between Harbor and Midway.

For more information, contact Chuck Peters at 941.575.3658.

Sarasota County plans tree giveaway

ENGLEWOOD — In celebration of Arbor Day, Sarasota County has a tree giveaway in Englewood.

The Englewood CRA in collaboration with the Florida Forest Service, will provide up to 100 trees to community members on a first-come, first-served basis.

The trees will be distributed beginning at noon April 24 at Pioneer Plaza, 325 W. Dearborn St. Sara sota County residents will be allowed one tree per home until they run out.

Proof of residence is required. Tree varieties include green and silver buttonwoods, sea grapes and slash pines.

Growing tropical fruits workshop PORT CHARLOTTE — A workshop focused on growing your own mango is scheduled, called "Growing Exotic Tropical Fruits." It set for 1-4 p.m. Saturday, May 2 at Centennial Park Recreation Center, 1120 Centennial Blvd., Port Charlotte. UF/IFAS Extension Charlotte County sponsors this program with Master Gardener volunteer speaker, Phil Solletico. He will give an in depth presentation on choosing varieties based on time of ripening, disease resistance, pruning for best fruit production, determining stages of ripeness, and when to pick ripe fruit. To register, visit gffh.com/extension.com. For more information, contact Holly Bates at 941-764-4340 or Holly.Bates@charlottecountyfl.gov.

CLASSIFIEDS SUN To Place Your Ad, Call 941-429-3110

SCHEDULE B DELIVERABLES

The LCM will provide feedback to the Consultant on the completeness and clarity of presentation of each deliverable to ensure that the Legislature’s information needs are met, and may propose modifications or revisions. Acceptance of deliverables will be dependent upon the LCM’s written approval and Consultant’s demonstration that the Consultant has incorporated OPPAGA’s comments and edits, which may require multiple rounds of review for each deliverable. This will occur through the resubmission of any Deliverable to the LCM with all changes tracked and responses made to all comments. For document management, each version of the draft produced by the Consultant should be numbered or dated; OPPAGA will differentiate its response by adding “OPPAGA edits” to the document title. Deliverable resubmissions are due to the LCM within 48 hours of receiving OPPAGA’s comments and edits. The LCM may require the Consultant to complete edits in less than 48 hours to meet the contract Deliverable schedule.

Deliverable #1—Project Commencement: No later than June 22, 2026, the Consultant must contact county officials, copying the LCM, and arrange an entrance conference. During the entrance conference, the Consultant must discuss with county officials the audit scope, timeline, protocols, initial data request, and other issues necessary to initiate the audit. The Project Manager (i.e., the Certified Public Accountant licensed pursuant to Ch. 473, *Florida Statutes*, who supervises all work associated with the audit) must notify the OPPAGA LCM in writing by email of the date of the entrance conference.

Deliverable #2—Work Plan: The Consultant must submit a Work Plan, which the Project Manager has reviewed and approved, to the LCM no later than **July 3, 2026**.

- The Work Plan must include a detailed schedule of tasks and timeframes that includes any site visit itineraries, assigned staff, and completion dates for tasks.
- The Work Plan must describe specific activities, e.g. specific interviews, the Consultant will undertake to complete each of the Research Tasks (2.1.1 through 2.1.6). At a minimum, these activities must address those items identified in the Scope of Work under the applicable research task.

Deliverable #3—Biweekly Updates: Beginning no later than **July 10, 2026**, the Project Manager must provide the LCM with biweekly updates on the progress of fieldwork and tentative findings. The Project Manager must attend these meetings and may include other project staff as deemed necessary to provide complete information on the current status of the review. These updates will occur throughout the contract period by telephone or video conferencing software at a mutually agreed upon time and will include discussion of potential findings and concerns. Additional meetings may be held at the request of the LCM.

Deliverable #4—Report Outline: The Consultant must submit the Report Outline to the LCM no later than **July 24, 2026**. The Report Outline must provide the structure and organization that the Consultant proposes for the Draft Report specific to the programs under review. The Report Outline must include a list of fieldwork completed and remaining for each research subtask. The Consultant may choose from the examples provided in Appendix B-1 and B-2 or propose an alternate format. The LCM will provide feedback, including any proposed modifications or revisions, to the

Consultant to ensure that the Report Outline will meet all contract requirements. The Report Outline must be approved by the LCM.

Deliverable #5—Draft Report: The Consultant must submit an electronic version of the Draft Report to the LCM no later than **August 14, 2026**, following the Report Outline approved by the LCM. The Draft Report must include the Consultant’s findings related to each of the six Research Tasks and the associated Subtasks (**2.1.1 through 2.1.6**) in the Scope of Work proposed for inclusion in the Final Report with supporting evidence, and the Consultant’s proposed recommendations.

The Draft Report must have an overall finding (Meets, Partially Meets, Does Not Meet) related to each research task and a concise summary statement that supports the overall finding. In addition, the Draft Report must clearly state whether the program meets, partially meets, or does not meet each subtask followed by a thorough, evaluative narrative description of the rationale for the Consultant’s subtask conclusions. The description should provide sufficient evidence to understand the program’s activities related to the subtask and whether these activities are adequate, and, if not, what is lacking. The Draft Report must include recommendations to address all subtasks that the Consultant determines to be not met or partially met.

The Draft Report must include all charts, graphs, and exhibits that are proposed for inclusion in the Final Report. The Draft Report also must include a Digest that provides a concise overview of the audit findings and recommendations, following the prescribed format provided in Exhibit B-3 and limited to no more than 4 pages. The Digest must be presented immediately after the cover page of the Draft Report.

Upon addressing all feedback from the LCM on the Draft Report and only after receiving written approval of the Draft Report from the LCM, the Consultant must submit an electronic pdf version of the Draft Report, with a draft watermark, to the county to review for accuracy and completeness of key findings and recommendations.

If the Consultant makes any edits to the Draft Report based on the county’s feedback, once the county and Consultant agree on all edits, the Consultant must resubmit the Draft Report to the LCM for review and approval. At this time, no additional comments or edits may be accepted from the county. Upon receiving written approval of the Draft Report from the LCM, the Consultant must submit the Draft Report to the county for a written response.

Deliverable #6—Final Report: The Consultant must submit an electronic version of the Final Report, which the Project Manager has reviewed and approved, to the LCM no later than **August 28, 2026**. The Consultant must include in its Final Report any written response from the county that is submitted to the Consultant no later than **August 26, 2026**. Upon receiving written final approval of the Final Report from the LCM, the Consultant must submit an electronic pdf version of the Final Report to the county.

Optional Deliverable #7—Briefings and Legislative Testimony: Following receipt and approval of the Draft Report, the LCM may, at the complete and sole discretion of OPPAGA, ask the Consultant in writing, to provide briefings and/or legislative testimony. If requested, this testimony

would occur sometime prior to **July 1, 2027**. The Consultant shall price this optional deliverable independently as part of their financial reply. The Legislature makes no assurances that this Deliverable will be requested and will not approve expenditures incurred without prior approval.

- **(a) Briefings:** The Consultant, including all senior Consultant team members necessary to discuss report information, may be asked to provide up to four (4) conference call briefings to the Legislature. The actual number of briefings and the persons receiving those briefings shall be within the sole discretion of OPPAGA. No travel reimbursement will be provided. The itemized cost for each individual briefing and the total cost for four briefings should be presented on the financial reply.
- **(b) Legislative testimony:** The Consultant may be asked to appear in Tallahassee, Florida to provide up to two (2) in-person presentations to legislative committees on the Final Report. Compensation for such presentations shall be at a fixed cost which includes the hourly rate proposed by the Consultant for up to two identified persons for these presentations, per hour of time spent in such presentation or in consulting with the OPPAGA contract manager in the city of such presentation during normal business hours, and the Consultant's time preparing for each legislative presentation. This fee shall include all of the Consultant's expenses, costs and compensation for such services. Please note that the Legislature will not pay the Consultant for travel time or travel costs. The itemized cost of each presentation and the total cost for two presentations should be presented on the financial reply.

DRAFT

EXHIBIT B-1 EXAMPLE REPORT OUTLINE

Chapter 1: Program Economy, Efficiency, and Effectiveness

- Overall Finding on Program Economy, Efficiency, and Effectiveness: (Meets, Partially Meets, Does Not Meet) followed by a narrative description that supports the overall finding based on the Consultant's conclusions in Sections below.
 - Section 1: Program 1
 - **Subtask 1:** Conclusion the use of management reports to monitor Program 1 (Meets, Partially Meets, Does Not Meet) followed by a narrative description and supporting evidence
 - **Subtask 2:** Conclusion on the periodic evaluation of Program 1 (Meets, Partially Meets, Does Not Meet) followed by a narrative description and supporting evidence
 - **Subtask 3:** Conclusion on the findings and recommendations in reports on Program 1 (Meets, Partially Meets, Does Not Meet) followed by a narrative description and supporting evidence
 - **Subtask 4:** Conclusion on the reasonable and timely response to report findings and recommendations related to Program 1 (Meets, Partially Meets, Does Not Meet) followed by a narrative description and supporting evidence
 - **Subtask 5:** Conclusion on the cost, timing and quality of Program 1 (Meets, Partially Meets, Does Not Meet) followed by a narrative description and supporting evidence
 - **Subtask 6:** Conclusion on the case studies related to Program 1 (Meets, Partially Meets, Does Not Meet) followed by a narrative description and supporting evidence
 - **Subtask 7:** Conclusion on the written policies and procedures for competitive procurement and pricing related to Program 1 (Meets, Partially Meets, Does Not Meet) followed by a narrative description and supporting evidence
 - Section 2: Program 2
 - Subtask 1: ...
 - Subtask 2: ...
 - Subtask 3: ...
 - Subtask 4: ...
 - Subtask 5: ...
 - Subtask 6: ...
 - Subtask 7:
 - Etc.
 - Subtask 1: ...
 - Subtask 2: ...
 - Subtask 3: ...
 - Subtask 4: ...
 - Subtask 5: ...
 - Subtask 6: ...
 - Subtask 7:

Chapter 2: Program Design and Structure

Chapter 3: Alternative Service Delivery

Chapter 4: Goals, Objectives and Performance Measures

Chapter 5: Reporting Accuracy and Adequacy

Chapter 6: Program Compliance

EXHIBIT B-2

EXAMPLE REPORT OUTLINE

Chapter 1: Program Economy, Efficiency, and Effectiveness

- Overall Finding on Program Economy, Efficiency, and Effectiveness: (Meets, Partially Meets, Does Not Meet) followed by a narrative description that supports the overall finding based on the Consultant's conclusions on the subtasks.
 - Subtask 1: Management Reports Used to Monitor Programs—Overall conclusion (Meets, Partially Meets, Does Not Meet) followed by a concise summary narrative description that supports the conclusion based on information presented in Sections below
 - Program 1 discussion
 - Program 2 discussion
 - Etc.
 - Subtask 2: Periodic Evaluation of Programs Overall conclusion (Meets, Partially Meets, Does Not Meet) followed by a concise summary narrative description that supports the conclusion based on information presented in Sections below
 - Program 1 discussion
 - Program 2 discussion
 - Etc.
 - Subtask 3: Findings and Recommendations in Reports
 - Program 1 discussion
 - Program 2 discussion
 - Etc.
 - Subtask 4: Reasonable and Timely Response to Report Findings and Recommendations
 - Program 1 discussion
 - Program 2 discussion
 - Etc.
 - Subtask 5: Cost, Timing and Quality of Programs
 - Program 1 discussion
 - Program 2 discussion
 - Etc.
 - Subtask 6: Case Studies
 - Program 1 discussion
 - Program 2 discussion
 - Etc.
 - Subtask 7: Written Policies and Procedures for Competitive Procurement and Pricing
 - Program 1 discussion
 - Program 2 discussion
 - Program 3 discussion
 - Etc.

Chapter 2: Program Design and Structure

Chapter 3: Alternative Service Delivery

Chapter 4: Goals, Objectives and Performance Measures

Chapter 5: Reporting Accuracy and Adequacy

Chapter 6: Program Compliance

Overview of Performance Audit Findings

<NAME> County

<DATE>

Overall, the County Met Expectations in X Areas, Partially Met Expectations in X Areas, and Did Not Meet Expectations in Two Areas Examined

Issue Area (Number of Subtasks Examined)	Overall Conclusion	Did the County Meet Subtask Expectations?		
		Yes	Partially	No
Economy, efficiency, or effectiveness of the program (6)	Met/Partially Met/etc	X	X	X
Structure or design of the program (2)	Met/Partially Met/etc	X	X	X
Alternative methods of providing program services or products (3)	Met/Partially Met/etc	X	X	X
Goals, objectives, and performance measures (4)	Met/Partially Met/etc	X	X	X
Accuracy or adequacy of public documents, reports, and requests prepared by the county (5)	Met/Partially Met/etc	X	X	X
Compliance with appropriate policies, rules, and laws (5)	Met/Partially Met/etc	X	X	X
All Areas (25)		X	X	X

In accordance with s. 212.055(11), *Florida Statutes*, and Government Auditing Standards, <CONSULTANT> conducted a performance audit of the <NAME> County programs within the administrative unit(s) that will receive funds through the referendum approved by Ordinance adopted by the <NAME> County Board of County Commissioners on <DATE>. These programs are <FILL IN>. For each program, the performance audit included an examination of the issue areas identified below.

1. The economy, efficiency, or effectiveness of the program.
2. The structure or design of the program to accomplish its goals and objectives.
3. Alternative methods of providing program services or products.

4. Goals, objectives, and performance measures used by the program to monitor and report program accomplishments.
5. The accuracy or adequacy of public documents, reports, and requests prepared by the county which relate to the program.
6. Compliance of the program with appropriate policies, rules, and laws.

Findings for each of the six issue areas were based on the extent to which the programs met expectations established by audit subtasks. Overall, the audit found that <NAME> County met expectations in X areas, partially met expectations in X areas, and did not meet expectations in X areas. Of the 26 total subtasks, the audit determined that the County met X, partially met X, and did not meet X.

A summary of audit findings by issue area is presented below.

Findings by Issue Area ---

Economy, Efficiency, or Effectiveness of the Program

Overall, the <NAME> County met expectations in this area. The County uses various reports that are adequate to monitor project performance and cost. It periodically evaluates its programs using performance information and other reasonable criteria to assess program performance and cost. Findings and recommendations have been included in relevant internal and external reports on program performance and costs, and management has taken actions to address deficiencies in program performance and/or cost identified in management reports/data, periodic program evaluations, audits, etc. Management evaluates performance and costs based on reasonable measures, including best practices. Based on <CONSULTANT>'s review of available documentation, the five projects were completed within budget, completed well, and project costs were reasonable. However, only four of the five projects were completed timely. Finally, written policies and procedures exist to take maximum advantage of competitive procurement, volume discounts, and special pricing agreements.

The structure or design of the program to accomplish its goals and objectives

Overall, the <NAME> County partially met expectations in this area. The Design and Construction Services and Financial and Business Services Division both demonstrated program organizational structures with clearly defined units, minimal overlapping functions, and administrative layers that minimize costs. However, these program organizational structure attributes were lacking for the Application Development Department within the Information Technology Division, where non-supervisory staff were placed into the supervisor labor category and they have no supervisory responsibility. Adequate leadership and

management positions were in place for the Design and Construction Services, the Information Technology Division, and Financial and Business Services Division. Overall, vacancy rates were 9 percent or below for Design and Construction Services, the Information Technology Division, and the Financial Services Division, which will have primary fund oversight if the referendum passes. Of the individual position titles that were evaluated, heating/air conditioning (HAR) mechanics have been the most difficult for the County to fill. The current vacancy rate for this position is 21 percent, which results in substantial work order backlogs to address equipment repair. The County reported that wage rates for HAR mechanics are often not competitive with the local Jacksonville labor market, which results in frequent turnover. The County often uses contract services to mitigate this issue. <CONSULTANT> recommends that a compensation and classification study be performed to address staff assigned to the wrong labor category and funds be identified to increase wages for HAR mechanics. <CONSULTANT> recommends that the County identify funds to raise wage levels to offer more competitive salaries for HAR mechanic positions to avoid further disruption to Design and Construction Services. <CONSULTANT> recommends the County conduct a compensation and classification study to address issues such as salary levels and job classifications. Additionally, <CONSULTANT> recommends that the County conduct a study of the reasonableness of current staffing levels for specific types of positions to include comparisons with peer counties, use of other benchmarks, and staffing formulas.

Alternative methods of providing services or products

Overall, the <NAME> County met expectations in this area. The <NAME> County, Florida's (the County) program administrators have formally evaluated existing in-house services and activities to assess the feasibility of alternative methods of providing services, such as outside contracting and privatization, and their conclusions are reasonable. Program administrators have assessed contracted and/or privatized services to verify effectiveness and cost savings achieved, and their conclusions are reasonable. The County has made changes to service delivery methods when their evaluations/assessments found that such changes would reduce program cost without significantly affecting the quality of services. Finally, there are possible opportunities for alternative service delivery methods that have the potential to reduce program costs without significantly affecting the quality of services, based on a review of similar programs in peer entities (e.g., other counties, etc.).

Goals, objectives, and performance measures used by the program to monitor and report program accomplishments

Overall, the <NAME> County partially met expectations in this area. Program objectives documented in the County's Operations Plan and Technology Plan align with the strategic plan and are clearly stated. However, the goals and objectives are not measurable, and, as a result, it is unclear whether they can be achieved within budget. Although the County maintains various project status reports and uses the performance measures compiled by <X> the County did not provide a standard management report by project, which demonstrates that cost and timing variances are monitored and reported. Comprehensive administrative procedures are not developed to document processes and relevant checklists and required reports to

enhance the internal control environment. In addition, the purchasing director reports to the executive director of Facilities Planning. In most organizations, the purchasing function reports within the chief financial officer's organizational unit.

The accuracy or adequacy of public documents, reports, and requests prepared by the county which relate to the program

Overall, the <NAME> County met expectations in this area. The <NAME> County, Florida (the County) uses its primary website to disseminate important financial and non-financial information. Examples of information located on the website include the Comprehensive Annual Financial Report which highlights information such the organizational chart, general fund statement of revenues and expenditures, as well as information regarding the County's facilities leasing and debt service arrangements. The County also created its website to keep the community apprised of issues related to the proposed Long-Range Facilities Plan and the infrastructure sales tax referendum. In addition to the websites, news and social media releases, electronic media (television), and mass notification, calls and emails are used to inform community members of events that require immediate attention. The County effectively executed an online survey to evaluate the accuracy and adequacy of public data. Multiple examples of program and cost information that is available and accessible to the public were provided to the review team as well as examples of documented processes that ensure the program maintains accurate and complete performance and cost information. Lastly, while the County provided examples of taking timely actions to correct erroneous and/or incomplete information that has been provided to the public, no formal procedures are in place to ensure erroneous and/or incomplete information is corrected promptly. <CONSULTANT>

recommends that a procedure be developed and implemented to address this issue.

Compliance of the program with appropriate policies, rules, and laws

Overall, the <NAME> County partially met expectations in this area. The chief legal counsel provides transactional and governance legal services to the County. In this capacity, the chief legal counsel reviews all contracts requiring board approval for compliance with legal requirements and board policy. The director of Government Relations is a non-practicing attorney and registered lobbyist who is responsible for keeping board members, the superintendent, department heads, and other County stakeholders apprised of new or changes to federal, state, and local laws that may impact

the County. The executive director of Policy and Compliance reports to the chief of staff and is primarily responsible for interpreting and updating board policies and ensuring that all policies comply with Florida Statutes. The board internal auditor position remained vacant for one year during which an audit plan was not developed and internal audits were not performed. Program internal controls could be improved with detailed policies and procedures. Over 64% of counties, for which activity fund audits had been performed during Fiscal Year XXXX, were in violation of board policy requiring a 10-working day response to audit findings, and the County lacked sufficient documentation confirming the implementation of two (2) corrective action plans in response to an external audit.

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