

## Exhibit 5

### **Audit Requirements**

The following audit requirements are in addition and supplemental to other audit requirements in this Agreement:

1. Contractor shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents (the “**Records**”) in a format sufficient to reflect all receipts and expenditures of the City Funds.
2. Contractor shall retain all Records pertinent to this Agreement for a period of five (5) years after disbursement of the City Funds. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the Records shall be retained, at no cost to the City, until resolution of the audit findings or any litigation based on the terms of this Agreement. Records shall be retained for longer periods when any retention period required by law exceeds the time frames required in this paragraph.
3. Upon demand, at no additional cost to the City, Contractor shall facilitate the duplication and transfer of any Records during the applicable retention period.
4. Contractor shall provide the Records at all reasonable times for inspection, review, copying, or audit by the City.
5. At all reasonable times for as long as Contractor maintains the Records, Contractor shall allow persons authorized by the City to have full access to and the right to examine any of the Records, regardless of the form in which kept.
6. Contractor, at its cost, shall provide audits or reports as requested by the City, and shall insure that all related party transactions are disclosed to the auditor.
7. Contractor shall comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by the City’s Contract Administrator who for the purposes of this Agreement will be Stephanie Burch.
8. Contractor shall permit the City to interview any of the Contractor’s employees, subcontractors, and subcontractors’ employees to assure the City of the satisfactory performance of this Agreement. Following such review, if the Contractor’s performance is, in the opinion of the City, deficient, the City will deliver to Contractor a written report of the deficiencies and request for the Contractor’s development of a corrective action plan. Contractor agrees to prepare and submit to the City a corrective plan within fifteen (15) business days of receiving the City’s written report. Contractor shall correct all deficiencies identified in the corrective action plan within ten (10) business days from the City’s receipt of the corrective action plan.

9. All reports, audits, and other information Contractor provides pursuant to this Agreement shall contain the following statement: **“The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes”**.

10. If Contractor uses any contractors or subcontractors in utilization of the City Funds, Contractor shall include the audit, inspections, investigations, and record-keeping requirements of this Agreement in all such subcontracts and assignments.

11. Contractor shall comply with all Consolidated Appropriations Act requirements, including but not limited to 2 Code of Federal Regulations 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. Contractor acknowledges the City must comply with the sub-recipient monitoring requirements of 2 CFR 200.331 and at the request of the City agrees to provide such additional information and documentation to the City as required to comply with such requirements. Contractor also acknowledges that payments under this Agreement are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding sub-recipient monitoring and management, and subpart F regarding audit requirement.