

Audit Requirements

The following audit requirements are in addition and supplemental to other audit requirements contained in any agreement stemming from this legislation between the City and the ARP Act grant recipient:

1. The grant recipient 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. The grant recipient shall retain all Records pertinent to this Agreement for a period of five (5) years after grant recipient’s submission of a final financial expenditure report as required by the City pursuant to any agreement between the City and grant recipient. 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, the grant recipient shall facilitate the duplication and transfer of any Records during the applicable retention period.
4. The grant recipient shall provide the Records at all reasonable times for inspection, review, copying, or audit by the City, the City Council Auditor’s Office, the Office of Inspector General, the State of Florida, the United States government/federal agencies, or their authorized third-party auditors or designees.
5. At all reasonable times for as long as the grant recipient maintains the Records, the grant recipient 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. The grant recipient, at its cost, shall provide audits or reports as necessary for compliance by the grant recipient and the City with the ARP Act, and otherwise as requested by the City, the City Council Auditor’s Office, the Office of Inspector General, the State of Florida, the United States government/federal agencies, or their authorized third-party auditors or designees, and shall insure that all related party transactions are disclosed to the auditor.
7. The grant recipient shall comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by the City.
8. The grant recipient shall permit the City to interview any of the grant recipient’s employees, contractors, and subcontractors’ employees to assure the City of the satisfactory performance pursuant to any agreement between the grant recipient and the City. Following such review, if the grant recipient’s performance is, in the opinion of the City, deficient, the City will deliver to the grant recipient a written report of the deficiencies and request for the grant recipient’s

development of a corrective action plan. The grant recipient agrees to prepare and submit to the City a corrective plan within five (5) business days of receiving the City's written report. The grant recipient shall correct all deficiencies identified in the corrective action plan within five (5) business days from the City's receipt of the corrective action plan.

9. All reports, audits, and other information the grant recipient provides pursuant to the legislation authorizing the grant recipient's receipt and expenditure of City funds or pursuant to any agreement between the City and grant recipient 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 the grant recipient uses any contractors or subcontractors in utilization of the City funds, Recipient shall include the audit, inspections, investigations, and record-keeping requirements providing herein in all such subcontracts and assignments. The grant recipient shall also ensure any subrecipients of City funds, if any, are subject to the audit, inspections, investigations, reporting and record-keeping requirements provided herein and said requirements shall be included in any contract with any subrecipient.

11. The grant recipient shall comply with all American Rescue Plan 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. The grant recipient 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. The grant recipient also acknowledges that payments of ARP Act funds 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 requirements.