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| Alt Form   | STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION | 525-011-0I PROGRAM MANAGEMENT05/21 |

**EXHIBIT I**

**(select above)**

**RECITALS**

1. The terms and provisions of this Addendum are incorporated in and made part of the Local Agency Program Agreement (“LAP”) executed by the parties simultaneously with this Addendum.
2. This Addendum shall be merged into and made part of the LAP and both documents shall be collectively referred to as the “Agreement”.
3. The primary funding source for the Project, as defined by the LAP, is derived from funds legislatively granted pursuant to Section 339.12, Florida Statutes.
4. The Department will also be funding a portion of the Project via monies distributed by the indicated program(s):

[ ]  County Incentive Grant Program (CIGP), Section 339.2817 F.S., CSFA 55.008

[ ]  Small County Outreach Program (SCOP), Section 339.2818 F.S., CSFA 55.009

[ ]  Small County Road Assistance Program (SCRAP), Section 339.2816 F.S., CSFA 55.016

[ ]  Transportation Regional Incentive Program (TRIP), Section 339.2819 F.S., CSFA 55.026

[ ]  Insert Program Name(s), Insert CSFA Number(s)

1. The distribution of funds is more specifically shown in Exhibit “B” of this Agreement.
2. The state resources awarded are subject to the Florida Single Audit Act, as indicated below.

The administration of resources awarded through the Department to       (hereafter known as the “Recipient”) by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

* 1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
	2. The Recipient, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

* + 1. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit “J” to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
		2. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
		3. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (*i.e.*, the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
		4. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

 Florida Department of Transportation

 Office of Comptroller, MS 24

 605 Suwannee Street

 Tallahassee, Florida 32399-0405

 FDOTSingleAudit@dot.state.fl.us

 And

 State of Florida Auditor General

 Local Government Audits/342

 111 West Madison Street, Room 401

 Tallahassee, FL 32399-1450

 Email: flaudgen\_localgovt@aud.state.fl.us

* + 1. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
		2. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
		3. Upon receipt, and within six months, the Department will review the Recipient’s financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
		4. As a condition of receiving state financial assistance, the Recipient shall permit the Department or its designee, DFS, or the Auditor General access to the Recipient’s records, including financial statements, the independent auditor’s working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
	1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

H. All other terms and conditions of the Agreement shall remain unchanged unless otherwise stated in this Addendum.

**FDOT Form No. 700-010-32**

[**https://pdl.fdot.gov/api/form/downloadAttachment/10981131**](https://pdl.fdot.gov/api/form/downloadAttachment/10981131)