

WIOA Fiscal Agent Agreement

Between the,

Bay Consortium Chief Elected Officials Consortium

And the,

County of Richmond, Virginia

And the,

Bay Consortium Workforce Development Board, Inc.

THIS AGREEMENT, entered into this 9th day of January, 2019 by and between the County of Richmond (the Grant Recipient of Workforce Innovation and Opportunity Act funds for the Bay Consortium Workforce Development Area), hereinafter referred to as "Grant Recipient," the Bay Consortium Chief Elected Officials Consortium, hereinafter referred to as "Consortium," and the Bay Consortium Workforce Development Board, Inc., hereinafter referred to as "Fiscal Agent."

WITNESSETH, that in consideration of the mutual covenants, promises and agreements herein contained the parties agree as follow:

WHEREAS, pursuant to section 107 (d) (12) (B) (II) of the Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as "WIOA," the Consortium has designated the Bay Consortium Workforce Development Board, Inc. to serve as Fiscal Agent for the Bay Consortium Workforce Development Area hereinafter referred to as "LWDA."

SCOPE OF SERVICE AND RESPONSIBILITIES:

The Fiscal Agent will receive and manage all formula WIOA funds for the LWDA including Adult, Dislocated Worker, and Youth, as well as state reserve WIOA, and other federal funds allocated to the LWDA by the Virginia Community College System "VCCS," to the Grant Recipient. The Fiscal Agent shall be generally responsible for the acceptance and maintenance, disbursement, and accounting and reporting of WIOA funds

The Fiscal Agent duties and responsibilities shall be performed for the direct benefit of the Consortium and performed in accordance with, and governed by, applicable WIOA, Federal and State regulations. The Fiscal Agent's work shall be performed in accordance with the policies and procedures of the Workforce Services Division of the VCCS. In addition, the Fiscal Agent will provide services related to grants management, general accounting, and financial services, oversight for fund integrity, staff support and technical assistance on fiscal matters.

The Fiscal Agent shall cooperate with and assist the Consortium with their assigned and shared responsibilities in conformity with WIOA regulations.

The Fiscal Agent is responsible for the oversight, management, and results of any program for which WIOA funds are disbursed. The Fiscal Agent is responsible for submission of financial reports to and receipt of federal funds from the VCCS. The Fiscal Agent is responsible to ensure sustained fiscal integrity and accountability of expenditures of funds in accordance with the Office of Management and Budget "OMB" Uniform Guidance, the Department of Labor's "DOL" exceptions at 2 CFR Part 2900, WIOA and corresponding Federal Regulations.

The Fiscal Agent will exercise the degree of skill and care expected by the financial reporting and accounting profession. The Fiscal Agent accepts responsibility for the quality, accuracy, and timeliness of the work performed by the Fiscal Agent and its employees, subcontractors, and

agents. The Fiscal Agent accepts financial responsibility for any errors and omissions attributed to employees of the Fiscal Agent that cause harm to the Consortium and for the faithful performance of its employees, including employee theft.

The Consortium accepts financial responsibility for any errors and omissions attributed to information prepared by the Consortium.

The Fiscal Agent will ensure that all financial accounting records are maintained in accordance with accounting principles generally accepted in the United States of America ("GAAP") or other basis as required by the VCCS. The Fiscal Agent is responsible for maintaining an adequate system of internal controls, maintaining adequate documentation, and responding to audit findings.

The Fiscal Agent will procure contracts or obtain written agreements for support of WIOA activities. The Fiscal Agent will conduct at least annual financial monitoring and provide technical assistance to sub recipients regarding fiscal issues. The Fiscal Agent is responsible for procuring an annual, organization-wide financial and compliance audit in accordance with the requirements of the Single Audit Act of 1984 and OMB 2 CFR Chapter II, Part 200.

The Grant Recipient agrees to reflect all funds covered under this Agreement in their Annual Financial Report "AFR" and to make the report available electronically to the Fiscal Agent. The Fiscal Agent agrees to make all financial accounting records and related information available to the Grant Recipient's independent financial statement auditor needed to reflect the funds covered in this agreement in the Grant Recipient's AFR.

TERMINATION:

This Agreement shall be terminated upon the repeal of the Workforce Innovation and Opportunity Act or successor legislation pertaining to Workforce Development or by either party provided that ninety (90) days written notice of intent to terminate be provided.

AMENDMENT:

This Agreement may be amended if approved in writing by all signed parties.

SEVERABILITY:

If any of the provisions of this Agreement shall be found void or unenforceable for whatever reason by any court of law or equity, it is expressly intended that such provision(s) be severable and the remainder of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the above parties have caused this Agreement to be duly executed intending to be bound thereby.

Bay Consortium Chief Local Elected Officials Consortium

R. Morgan Quicke

Chairman, (Richmond County Representative/Grant Recipient)

Signature  Date January 9, 2019

Bay Consortium Workforce Development Board

Dr. Dennis D. Parsons

Chairman, Bay Consortium Workforce Development Board

Signature  Date 2/12/19

Fiscal Agent

Jackie Davis

Executive Director, Bay Consortium Workforce Development Board, Inc.

Signature  Date January 9, 2019