

FISCAL AGENT, PAYROLL, AND BENEFITS SERVICES AGREEMENT

The Virginia Career Works – West Piedmont Board ("Board"), as appointed by the Council of Chief Elected Officials of the Virginia Cities of Danville and Martinsville and the Counties of Henry, Patrick, and Pittsylvania ("Consortium"), and the County of Pittsylvania, Virginia ("County") enter into this Agreement for Fiscal Agent Services, Payroll, and Benefits Services ("Agreement") dated the 1st day of July, 2023.

WITNESSETH

WHEREAS, the Workforce Innovation and Opportunity Act (Public Law 113-128); ("WIOA") has been duly enacted by the Congress of the United States, amending the Workforce Investment Act of 1998, and signed into law by the President on July 22, 2014; and

WHEREAS, the Board was formed by the Consortium in July, 2000, in accordance with the WIA, to serve Region XVII, which includes Pittsylvania, Henry, and Patrick Counties and the Cities of Martinsville and Danville, Virginia; and

WHEREAS, the Board has hired Staff in accordance with WIOA to serve on behalf of, and at the request of the Board, and may add additional Staff in the future; and

WHEREAS, the Board seeks accounting, payroll, and benefit services for its Staff through the County, and

WHEREAS, the County, is willing to act as Fiscal Agent and provide accounting, payroll, and benefit services to Board as well as provide accounting services for all non-WIOA grants.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree to the following terms:

1. **TERM.** The Term of this Agreement is July 1, 2023, to June 30, 2024, and may be renewed each year thereafter upon the consent of both parties.

2. **FISCAL AGREEMENT.** The County has been designated by the Board to be the Fiscal Agent and Grant Recipient for Region XVII and is responsible for ensuring compliance with the terms and conditions of the WIOA Grant Funds under WIOA. In addition, the County will provide accounting services for all non-WIOA grants. Therefore, the County shall have the ability, for cause, to terminate the appointment of the Fiscal Agent selected, if the County, in its sole discretion, determines there is good cause to do so by giving written notice of termination and specifying the cause for the termination and the effective date thereof. In the event, the County terminates the appointment of the Fiscal Agent as provided herein, the Fiscal Agent will be paid for the reasonable services provided and the allowable expenses incurred by the Fiscal Agent prior to the termination of the appointment.

If the County terminates the appointment of the Fiscal Agent, the Board, with the advice and consent of the Consortium, shall appoint a new Fiscal Agent. The Fiscal Agent's responsibility to the Board is limited to accounting for Grant Funds received and disbursement of such Funds as directed by the Board or its duly designated Staff Member. This includes preparing payroll and offering benefits as outlined in Paragraphs 3 and 4 below.

The Consortium, through its appointed Board, and Staff agree to be ultimately responsible for ensuring compliance with the terms and conditions of the WIOA and Non-WIOA Grant Funds. These duties shall consist of, but not limited to, advising the County how to invest Grant Funds; budgeting; financial and cash management; procurement and purchasing; reporting payroll changes and hours worked as required by County; resolution of findings arising from audits or reviews, providing information to auditors or reviewers; notifying County of any deficiencies noted in grant reports to granting agencies including reimbursement requests. In addition, the Consortium agrees to annually perform a separate audit to include all WIOA and non-WIOA transactions.

3. **PAYROLL.** Utilizing its Payroll System, the County will pay the Board Staff compensation earned on a bi-monthly basis for hours worked, and approved vacation, holiday, and sick pay, deducting any required State and Federal taxes, FICA, and other necessary deductions, in accordance with the salary structure established and approved by the Board. All payroll and related employer costs are to be paid from Grant Funds,

4. **BENEFITS.** The County agrees to provide the Board Staff with the same benefits offered to County employees, including health, dental, disability, and vision insurance, if offered, under the same terms and conditions offered to County employees. The employer portion of the cost of such benefits is to be paid from Grant Funds.

5. **STAFF POLICIES.** The Board will establish and approve work hours, as well as Board Policy, based upon the recommendation of the Chief Executive Officer and the on approval of Board. The Board agrees to coordinate policies with the County to avoid problems or conflicts. Holidays and vacation guidelines will be the same as the County Personnel Plan provides for other employees.

6. **FEE.** In exchange for the accounting, payroll, and benefit services provided to Board Staff, the Board will pay the County an annual fee of \$35,647, to be paid in twelve (12) equal monthly installments. This fee will change annually based on the County's Cost Allocation Plan.

7. **TERMINATION.** In the event either Party breaches any term of this Agreement, the non-breaching Party will notify the other Party of the breach in writing, and will allow the other a reasonable time in which to cure the breach. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within ten (10) days of Notice, this Agreement will terminate on the eleventh (11th) day following the breach. Notwithstanding the above-Paragraph, either Party may terminate this Agreement upon a sixty-(60) day Notice to the other Party. Written notice received by email, U.S. mail, or delivered in person will be acceptable.

8. **RELEASE.** The Board releases the County from any and all liability relating to policies and decisions made by the Board as it relates to its Staff and Grant activities. To the extent allowed by Virginia law, the County will be responsible for any liability arising from negligent handling of payroll or benefit services.

9. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the Parties. Any modifications will be made in writing as mutually agreed upon the Parties.

10. **GOVERNING LAW.** This Agreement will be governed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate on the day and year first written above by their authorized Officers to evidence their intention to be legally bound.

WEST PIEDMONT WORKEFORCE INVESTMENT BOARD

By: [Signature]
Board Chairman
Date: 8-21-23

COMMONWEALTH OF VIRGINIA, AT LARGE

CITY/COUNTY OF Martinsville, to-wit:

The foregoing instrument was acknowledged before me this 21st day of August 2023 by Adam Wright, in his/her capacity as Chairman of the **VIRGINIA CAREER WORKS – WEST PIEDMONT REGION BOARD**, on behalf of such entity,

My commission expires: October 31, 2025.

Lavinia L. Wingfield
Notary Public

Registration No. 206129

LAVINIA L. WINGFIELD
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #206129
My Commission Expires Oct. 31, 2025

XVII CONSORTIUM

By: Debra P. Buchanan
Consortium Chairman

Date: 8-22-23

COMMONWEALTH OF VIRGINIA, AT LARGE

CITY/COUNTY OF Martinsville, to-wit:

The foregoing instrument was acknowledged before me this 22ND day of August 2023, by Debra P. Buchanan, in his/her capacity as Chairman of the **CONSORTIUM**, on behalf of such entity,

My commission expires: October 31, 2025.

Lavinia L. Wingfield

Notary Public

Registration No. 206129

LAVINIA L. WINGFIELD
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #206129
My Commission Expires Oct. 31, 2025

COUNTY OF PITTSYLVANIA, VIRGINIA

By: *Darrell W. Dutton*
Board Chairman

Date: 8-18-2023

APPROVE AS TO FORM

By: *J. Vaden Hunt*
J. Vaden Hunt, Esq.
Pittsylvania County Attorney

COMMONWEALTH OF VIRGINIA, AT LARGE

CITY/COUNTY OF Pittsylvania, to-wit:

The foregoing instrument was acknowledged before me this 18th day of August 2023, by Darrell Dutton in his/her capacity as Chairman of the Board of Supervisors of the **COUNTY OF PITTSYLVANIA, VIRGINIA**, on behalf of such entity,

My commission expires: July 31, 2025

Kaylyn McCluster

Notary Public

Registration No. 7557134

