

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, 2024.

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, 2024, to June 30, 2025, 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. In addition, the Consortium agrees to annually perform a separate audit to include all WIOA and non-WIOA transactions. Said audit should be completed and received by the County by October 15th following the close of the fiscal year on June 30th. **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 a 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 \$48,647 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 WORKFORCE INVESTMENT BOARD

By: [Signature] Board Chair
Board Chairman
Date: 4.30.24

COMMONWEALTH OF VIRGINIA, AT LARGE

CITY/COUNTY OF Martinsville, to-wit:

The foregoing instrument was acknowledged before me this 30th day of April 2024 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
Commonwealth of Virginia
Reg. #206129
My Commission Expires Oct. 31, 2025

[Signature]
Notary Public
Registration No. 206129

XVII CONSORTIUM

By: Debra P. Buchanan
Consortium Chairman
Date: 4-25-24

COMMONWEALTH OF VIRGINIA, AT LARGE

CITY/COUNTY OF Martinsville, to-wit:

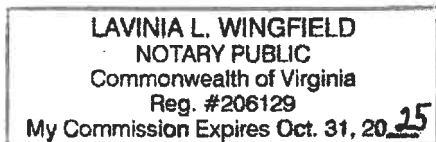
The foregoing instrument was acknowledged before me this 25th day of April 2024, by Debra P. Buchanan, in his/her capacity as Chairman of the **CONSORTIUM**, on behalf of such entity,

My commission expires: October 31, 2025.

Lavinia L. Wingfield

Notary Public

Registration No. 206129



COUNTY OF PITTSYLVANIA, VIRGINIA

By: Darrell W. Dalton
Board Chairman
Date: 5/29/24

APPROVE AS TO FORM

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

COMMONWEALTH OF VIRGINIA, AT LARGE

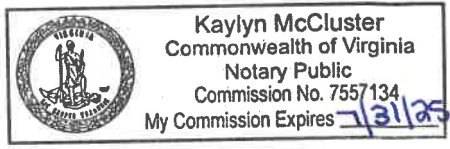
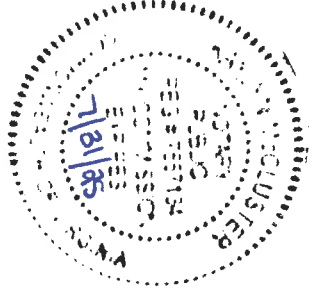
CITY/COUNTY OF Pittsylvania, to-wit:

The foregoing instrument was acknowledged before me this 29th day of May 2024 by Darrell Dalton 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



Submitted 7-9-23



DEPARTMENT OF WORKFORCE DEVELOPMENT AND ADVANCEMENT

Pittsylvania County

LWDA GRANT RECIPIENT: _____

Workforce Innovation and Opportunity Act (WIOA) Title I

LWDA NAME: West Piedmont Workforce Development Board

DESIGNATION OF FISCAL AGENT FORM

Purpose of Form: Through the submission of this form, the Chief Elected Official (CEO) may designate an entity to serve as a fiscal agent as defined under 20 CFR §679.420. The use of a fiscal agent does not relieve the chief elected official of responsibility for any misuse of grant funds allocated to the local area under WIOA secs. 128 and 133.

The fiscal agent is responsible for the following functions:
(1) Receive funds; (2) Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA and the corresponding Federal Regulations and State policies; (3) Respond to audit financial findings; (4) Maintain proper accounting records and adequate documentation; (5) Prepare financial reports; and (6) Provide technical assistance to subrecipients regarding fiscal issues.

The fiscal agent shall disburse the grant funds for workforce development activities at the direction of the local workforce development board (WIOA Section 107)(d)(12)(B)(i)). Costs associated with fiscal agent responsibilities are considered administrative costs subject to the administrative cost limitation under 20 CFR §683.215

When designating a fiscal agent, the CEO should take into consideration, at a minimum, the following criteria:

1. Experience working with employment and training programs.
2. Working knowledge of federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. The entity has a financial management system capable of tracking and accounting for WIOA Title I funds received and disbursed.
4. If the entity serving as fiscal agent performs multiple roles under WIOA, a written agreement between the local WDB, CEO and the entity exists to limit conflicts of interest or the appearance of conflicts of interest, minimize fiscal risk, and develop appropriate firewalls within the single entity as prescribed in 20 CFR §679.430.

Name of Designated Fiscal Agent:	Pittsylvania County
Address of Designated Fiscal Agent:	P.O. Box 426 Chatham, VA 24531
Telephone of Designated Fiscal Agent:	(434) 432-7742
Email of Designated Fiscal Agent:	KimVanDerHyde@Pittgov.org
Representative of Designated Fiscal Agent:	Kim VanDerHyde
EIN#:	54-6001508

By signing, the CEO is attesting that the criteria above has been met and the fiscal agent has clearly defined roles and responsibilities outlined in a written agreement.

Debra P. Buchanan
Signature - Chief Elected Official

7-1-24
Date

Debra P. Buchanan
Printed Name - Chief Elected Official

Chair of Local Elected Officials
Printed Title - Chief Elected Official

Federal Funding Accountability and Transparency Act (FFATA) Reporting Form

This form is required to fulfill federal requirements under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards of federal awards in excess of \$30,000. The FFATA requires information on federal awards to be made available to the public via a single, searchable website. Federal awards include grants, sub grants, loans, awards, cooperative agreements, contracts, and subcontracts. The FFATA does not require reporting on individual transactions below \$30,000.

To Be Completed by Grant Recipient

Unique Entity Identifier (UEI): _____ Parent UEI Number: ZKU8R668GNR4
 Tax Identification Number: _____ Parent Entity Tax ID Number: 54-6001508

Name of Grant Recipient: County of Pittsylvania
 Physical Address : 1 Center Street
 City, State, Zip+4: Chatham, VA 24531-0426
 Congressional District: 5th District

Address where work will be performed, if different from above:

Physical Address: 300 Franklin Street, Suite 241
 City, State, Zip+4: Martinsville, VA 24112-2176
 Congressional District: 5th District

Executive Compensation

A. In the preceding completed fiscal year, did your organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenue in US federal contracts, loans, grants subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from US federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes (continue to question "B") No (Skip to contact information)

B. Does the public have access to information about the compensation of the executives in the grant recipient's business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15.U.S.C. 78ma), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes (Skip to contact information) No (Provide compensation information below)

Name	Compensation
1. John Tyler Freeland	\$ 97,391.00
2.	\$
3.	\$
4.	\$
5.	\$

Grant Recipient Contact Information (person completing form):

Kimberly G. Van Der Hyde Finance Directr kim.vanderhyde@pittgov.org 7-09-24

Name	Title	Email Address	Date Submitted
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