

WIOA Fiscal Agent Agreement
Between the
Alexandria/Arlington Workforce Development Consortium
And
Arlington County, Virginia
And
Alexandria/Arlington Regional Workforce Council

THIS AGREEMENT is entered into by and among Arlington County, Virginia, federal grant recipient of the Workforce Innovation and Opportunity Act funds for the Alexandria/Arlington Regional Workforce Council (hereinafter “the County”, “Grant Recipient”, and “Fiscal Agent”), the Alexandria/Arlington Workforce Development Consortium (hereinafter “Consortium”), and Alexandria/Arlington Regional Workforce Council (hereinafter “Council”). The County, Consortium, and Council may be referred herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the Agreement applies to the Workforce Innovation and Opportunity Act of 2014 (hereinafter “WIOA”) funds that are allocated by the Virginia Community College System (hereinafter “VCCS”) to the Grant Recipient for use by the Alexandria/Arlington Workforce Development Area (hereinafter “LWDA”).

WHEREAS, pursuant to § 107(d)(12)(B)(II) of WIOA, the Consortium Agreement designates the County as the fiscal agent for the LWDA. The Fiscal Agent must fulfill the obligations set forth 20 C.F.R. § 679.420.

WHEREAS, pursuant to 20 C.F.R. § 679.430, when a fiscal agent performs more than one role under WIOA, the fiscal agent must develop a written agreement with the local workforce development board and chief elected official to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and other corresponding regulations and policies.

WHEREAS, because the Fiscal Agent performs more than one role under WIOA, the Parties desire to describe herein the services and responsibilities of the Fiscal Agent.

NOW THEREFORE, in consideration of the above recitals, the Parties agree as follows:

1.0 FISCAL AGENT RESPONSIBILITIES:

- 1.1 The Fiscal Agent shall receive and manage all formula WIOA funds for the LWDA, including Adult, Dislocated Worker, and Youth funds, other WIOA grants, and other federal funds allocated to the LWDA by the VCCS to the Grant Recipient.
- 1.2 The Fiscal Agent shall generally be responsible for the acceptance and maintenance, disbursement, and accounting and reporting of WIOA funds.
- 1.3 The Fiscal Agent shall ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget (hereinafter “OMB”) Uniform Guidance and circulars, the Department of Labor’s “DOL” exceptions at 2 C.F.R. § 2900, WIOA and the corresponding Federal Regulations and State policies.

- 1.4 The Fiscal Agent shall respond to all audit financial findings.
- 1.5 The Fiscal Agent agrees to make all financial accounting records and related information available to the Grant Recipient's independent financial statement auditor as needed to reflect the funds covered in this Agreement in the Grant Recipient's Comprehensive Annual Financial Report (hereinafter "CAFR").
- 1.6 The Fiscal Agent shall maintain an adequate system of internal controls and adequate documentation.
- 1.7 The Fiscal Agent shall maintain all financial accounting records in accordance with accounting principles generally accepted in the United States of America ("GAAP") or other basis as required by the VCCS.
- 1.8 The Fiscal Agent shall cooperate with and assist the Consortium with their assigned and shared responsibilities in conformity with WIOA regulations.
- 1.9 The Fiscal Agent shall oversee, manage, and be responsible for the results of any program for which WIOA funds are disbursed.
- 1.10 The Fiscal Agent shall provide services related to grants management, general accounting, and financial services, oversight for fund integrity, staff support and technical assistance on fiscal matters.
- 1.11 The Fiscal Agent shall submit financial reports to and receive federal funds from the VCCS.
- 1.12 The Fiscal Agent shall procure contracts or obtain written agreements in support of WIOA activities.
- 1.13 The Fiscal Agent will conduct at least an annual financial monitoring and provide technical assistance to sub-recipients regarding fiscal issues.
- 1.14 The Fiscal Agent shall procure 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.
- 1.15 The Fiscal Agent shall exercise the degree of skill and care expected by the financial reporting and accounting profession.
- 1.16 The Fiscal Agent shall accept responsibility for the quality, accuracy, and timeliness of the work performed by the Fiscal Agent and its employees, subcontractors, and agents.

2.0 GRANT RECIPIENT RESPONSIBILITY

The Grant Recipient agrees to reflect all funds covered under this Agreement in their CAFR and to make the report available electronically to the Fiscal Agent.

3.0 INDEFINITE TERM

This Agreement shall become effective on the date on which it was last signed by one of the parties hereto and shall, unless otherwise terminated in accordance with the provisions hereof, continue in effect for an indefinite term of years.

4.0 TERMINATION

This Agreement shall be terminated upon the earliest of the following events: a) the repeal of WIOA; b) the re-designation of the Local Workforce Development Area by the Governor; c) the cessation of funding under WIOA; d) upon the execution of an agreement which supersedes this one; or e) by either party provided that ninety (90) days written notice of intent to terminate be provided.

5.0 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement nor any action taken by the Parties shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Parties or any of the Parties' elected or appointed officials, employees, agents, or contractors.

6.0 MISCELLANEOUS

- 6.1 Compliance: 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.
- 6.2 Amendment: This Agreement may be amended if approved in writing by all signed parties.
- 6.3 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.

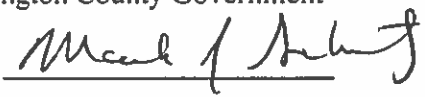
Alexandria/Arlington Workforce Development Consortium

By: 

Title: Chair, Arlington County Board

Date: July 17, 2019

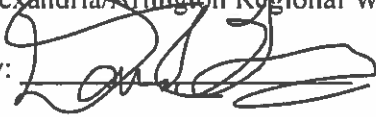
Arlington County Government

By: 

Title: County Manager

Date: July 13, 2019

Alexandria/Arlington Regional Workforce Council

By: 

Title: Chair

Date: 7-1-19