

**FISCAL AGENT AGREEMENT
BY AND BETWEEN
the CHIEF LOCAL ELECTED OFFICIAL of
SOUTHEAST TENNESSEE LOCAL WORKFORCE DEVELOPMENT AREA
AND
SOUTHEAST TENNESSEE DEVELOPMENT DISTRICT**

THIS AGREEMENT entered by and between Hamilton County, hereinafter referred to as “Grant Recipient,” and the Southeast Tennessee Development District, hereinafter referred to as “Fiscal Agent.”

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

WHEREAS, pursuant to section 107(d)(12)(B)(II) of the Workforce Innovation and Opportunity Act, hereinafter referred to as “WIOA,” the Grant Recipient has designated the Southeast Tennessee Development District to serve as Fiscal Agent for the Southeast Tennessee Local Workforce Development Area hereinafter referred to as “STLWDA.” This designation does not relieve the Grant Recipient of any liability of misuse of funds.

SCOPE OF SERVICE AND RESPONSIBILITIES

The Fiscal Agent will receive and manage all formula WIOA funds for the STLWDA including Adult, Dislocated Worker, and Youth, as well as state reserve WIOA funds, and other federal funds allocated on behalf of the area to the Grant Recipient. The Fiscal Agent shall be generally responsible for the acceptance and maintenance, disbursement, accounting, and reporting of WIOA funds.

The Fiscal Agent duties and responsibilities shall be performed for the direct benefit of the area 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 Tennessee Department of Labor and Workforce Development (TDLWD). 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 assistant on fiscal matters.

The Fiscal Agent is responsible for the oversight, management, and results of any programs for which WIOA funds are disbursed. 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 U.S. Department of Labor’s 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 area and for the faithful performance of its employees including employee theft.

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 TDLWD. The Fiscal Agent is responsible for maintaining an adequate system of internal controls maintaining adequate documentation and responding to audit findings.

The Grant Recipient delegates the authority to the Fiscal Agent to 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 subrecipients regarding fiscal issues. The Fiscal Agent is responsible for procuring and annual, organization-wide financial and compliance audits in accordance with the requirements of the Single Audit Act of 1984 and OMB 2 CFR Chapter II, Part 200.

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.

TERMINATION

This Agreement shall be terminated upon the repeal of the WIOA or successor legislation pertaining to Workforce Development or by either party provided that ninety (90) days written notice of intend 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.


Hamilton County



Hamilton County Mayor Weston Wamp
Grant Recipient, CLEO

Date 9/27/2022

Southeast Tennessee Development District



Chuck Hammonds, Executive Director
Fiscal Agent

Date 9/27/2022