

**AGREEMENT TO PROVIDE FISCAL SERVICES**

This Agreement (“Agreement”) is entered into between the CENTRAL VIRGINIA TRANSPORTATION AUTHORITY (hereinafter referred to as “the Authority”) and \_\_\_\_\_, VIRGINIA (hereinafter referred to as “the County or the City”) this \_\_\_\_\_ day of \_\_\_\_\_.

Whereas, the Authority was created pursuant to Chapter 42 of Title 15.2, Code of Virginia; and

Now therefore, it is agreed by the parties as follows:

1. Fiscal Agent Services: The City agrees to serve as Fiscal Agent for the Authority starting \_\_\_\_\_, 20\_\_\_\_, and specifically agrees to provide the following services in that capacity:
  - a. Maintain accounting records for the Authority in accordance with generally accepted accounting principles to reflect the Authority’s assets, liabilities, equity, revenue, expenses, estimated revenues, budgeted expenses and commitments as appropriate.
  - b. Procure financial audit services to the Authority through the City’s audit contract. This section includes the City providing information to the auditor retained by the Authority, preparing and meeting with the auditor to review the preliminary audit report and publishing audited financial statements for the Authority. The City will be responsible for ensuring compliance with generally accepted accounting principles and all state and federal guidelines.
2. This agreement shall remain in force and effect until the Authority or the City gives written notice to the other of its desire to terminate the Agreement. Such notice shall be given at least 60 days prior to the date of termination, unless otherwise agreed.

3. This Agreement is made in, and shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia and any dispute between the parties shall be resolved in the Richmond Circuit Court and in no other forum.
4. The City shall not be required to appropriate any City funds for the purpose of performing this Agreement. The cost of services provided via this Agreement will be billed directly to the Authority and not to the City, and should be limited to the cost of contractual services accessed through the Agreement.

Wherefore, the parties, by signing this Agreement below, evidence their intent to be bound thereby.

CENTRAL VIRGINIA TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

\_\_\_\_\_  
CITY/CITY, VIRGINIA

By: \_\_\_\_\_