

Original

**INTERLOCAL AGREEMENT
BY AND BETWEEN
THE LOCAL ELECTED OFFICIALS OF
BLEDSOE, BRADLEY, GRUNDY, HAMILTON,
MARION, McMINN, MEIGS, POLK, RHEA, AND SEQUATCHIE COUNTIES
IN THE SOUTHEAST TENNESSEE WORKFORCE DEVELOPMENT AREA**

This Interlocal Agreement, hereinafter referred to as the "Agreement," entered into on this the 1st day of July 2018, by and between the Local Elected Officials of Bledsoe, Bradley, Grundy, Hamilton, Marion, McMinn, Meigs, Polk, Rhea, and Sequatchie Counties, all political subdivisions of the State of Tennessee pursuant to Public Law No. 113-128, the Workforce Innovation and Opportunity Act shall be effective from July 1, 2018 through June 30, 2020.

The purpose of this Agreement is to demonstrate local adherence to the Workforce Innovation and Opportunity Act (WIOA) which prescribes a unified workforce development system to provide workforce investment activities that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials of participants; and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, and meet the skill requirements of employers by enhancing the productivity and competitiveness of the region.

Definitions:

- A. **Workforce Innovation and Opportunity Act (WIOA)**— Public Law No. 113-128 passed by Congress and signed into law July 22, 2014.
- B. **Chief Local Elected Official (CLEO)** – The CLEO is the chief local elected official elected from a Consortium of Local Elected Officials in the Local Workforce Development Area.
- C. **Local Elected Official (LEO)** – Local elected officials of general government within a county typically designated as a county mayor.
- D. **Local Workforce Development Board (LWDB)** – A local workforce development board established under Section 107.
- E. **Southeast Tennessee Workforce Development Area (STWDA)**— The local workforce development area in southeast Tennessee.
- F. **Southeast Tennessee Workforce Development Board (STWDB)**— The official name of the local workforce development board in southeast Tennessee.

WHEREAS, the Act requires the Governor to designate a local workforce development area to promote the effective delivery of job training services and further provides that local governments will constitute such an area. For the purposes of this Agreement, the position of Local Elected Official defaults to each county mayor; and therefore, effective May 24, 2018, the Governor has designated the parties to this Agreement as the Southeast Tennessee Workforce Development Area for the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. DESIGNATION OF A CHIEF LOCAL ELECTED OFFICIAL

The county LEOs nominate and elect by voice or electronic vote a Chief Local Elected Official (CLEO) that can act on their behalf from time to time to ensure that oversight of workforce activities directed by the Southeast Tennessee Workforce Board is aligned with the intent, purpose and 'in agreement' with the LEOs.

- The LEOs will elect by a majority vote a Chief Local Elected Official (CLEO) for the Southeast Tennessee Workforce Development Area.
- The term of the CLEO will be for the total term that the CLEO holds the office of LEO in his/her county.
- The decisions that can be made by the CLEO on behalf of the LEOs — avoiding conflicts of interest—and the duties of the CLEO, assisted by the staff to the Board, are outlined below:
 - Appointment of members to the Southeast Tennessee Workforce Development Board (STWDB, *WIOA Section 107(c)(1)(A)*)
 - Submission of regional and local plans, *WIOA Section 106(c)(2) and WIOA Section 107(d)(1)*
 - Act as the local grant recipient for funds allocated to the Local Area, *WIOA Section 107(d)(12)(B)*
 - Appointment of the Fiscal Agent for the STWDA, *20 CFR 679.420*
 - Approval of the designation and certification of One-Stop Operators, *Workforce Services Policy – One-Stop Delivery*
 - Develop Memorandum of Understanding with One-Stop Partners, *Workforce Services Guidance – Memorandum of Understanding*
 - Oversee the One-Stop Service Delivery system, *WIOA Section 121(e)*
 - Approve and oversee the STWDB budget, *WIOA Section 107(d)(12)(A)*
 - Request STWDA designation and certification
 - Provide input to establish the bylaws of the STWDB, *20 CFR 679.310(g)*
- Participate in and negotiate an agreement on local performance measures *WIOA Section 107(d)(9), WIOA Section 116(c)*-- The Southeast Tennessee Workforce Development Board, the Chief Local Elected Official, and the Governor shall negotiate and reach agreement on local performance accountability measures
- Oversee the establishment of agreements between all LEOs and between LEOs and STWDB.

The CLEO for STWDA is the Mayor of Hamilton County. The CLEO shall have signatory authority to execute all binding agreements pertaining to WIOA including plans, subrecipient agreements, grants, and fiscal modifications under *Section 107 of WIOA*.

CLEO for the Southeast Tennessee Workforce Development Area

Mayor Jim Coppinger

Hamilton County Courthouse

625 Georgia Avenue

Chattanooga, TN 37402

Phone 423-209-6100.

jenniferp@hamiltonTN.gov

2. DISPUTE RESOLUTION

Any disputes pursuant to this Agreement shall be resolved, to the extent possible, informally in a meeting called expressly to resolve the specific dispute. If informal resolution is unsuccessful, the Chief Local Elected Official or Executive Committee of the STWDB may engage the services of a mediator. If mediation is unsuccessful, the Executive Committee of the STWDB shall select an arbitrator approved by the American Arbitration Association. The arbitrator so selected may schedule and hold an arbitration hearing. Final decisions of the arbitrator shall bind the parties.

3. FISCAL AGENT OR GRANT SUBRECIPIENT DESIGNATION

The CLEO may designate an entity to serve as the local fiscal agent or local grant subrecipient of WIOA funds. Such designation shall not relieve the CLEO of the liability for any misuse of grant funds as apportioned in the Agreement. As part of the Agreement, the CLEO has designated the Fiscal Agent as evidenced by the official signatories in Appendix B of this agreement.

4. GRANT RECIPIENT/LIABILITY OF FUNDS

Hamilton County shall serve as the grant recipient for WIOA funds designated for workforce development activities for STWDA and shall be liable for any misuse of the funds allocated to the local area. Liability may be shared across each county based on a pro-rata share determined by population at the time the disallowed cost occurred. In the event of the determination of disallowed costs, the designated Fiscal Agent will attempt to recover the disallowed expenditure(s) from funds allocated through contracts with subgrantees or vendors causing the disallowance, as such, liability for costs rests with the entity responsible for incurring the cost. In most cases, funds recovered shall be applied to the disallowed expenditure and reimbursed to Tennessee Department of Labor and Workforce Development.

5. COMMUNICATION

With assistance from staff to the Board, each LEO and the CLEO will receive emailed notifications of quarterly Local Workforce Board meetings. The LEOs (including the CLEO) meet quarterly each year as members of the Executive Committee of the Southeast Tennessee Development District. A minimum of one quarterly meeting is an annual jointly held meeting of the LEOs and the Southeast Tennessee Workforce Development Board.

Notices, reports, and other information shall be delivered through electronic means by a designated member of the staff to the Board. All reports are also available at the quarterly Board meetings. Called meetings shall be held as necessary and will be coordinated by the CLEO with assistance from the staff to the Board. The CLEO, LEOs, and the STWDB shall be informed via electronic communication, phone, or mail of the WIOA activities, performance outcomes, and budgets and will also have access to this information at the regularly scheduled quarterly meetings. Decisions made by the CLEO regarding workforce development are communicated via the Executive Committee of the Southeast Tennessee Development District where he serves as an Executive Committee member.

6. SOUTHEAST TENNESSEE LOCAL WORKFORCE DEVELOPMENT BOARD BUDGET APPROVAL

Upon notification of local area allocations from Tennessee Department of Labor and Workforce Development (TDLWD), the Board, in partnership with the LEOs, shall develop a budget for the

activities of the Board in the local area consistent with the local plan and the duties of the local board, subject to the approval of the CLEO. The CLEO, LEOs and in partnership with the STWDB shall review and approve the Board's annual budget as required in *WIOA 107(d)(12)(B)(i)* and *WIOA 107(d)(12)(A)*. The review and approval process shall occur within the fourth quarter of each fiscal year (April 1 – June 30).

7. LOCAL WORKFORCE BOARD MEMBER REPRESENTATION

The Board shall consist of membership as outlined in *Section 107 (b)(2)* of the Act and representation may be determined by the LEOs of each of the ten (10) counties that comprise STWDA. The CLEO strives to establish a Board that reflects the diversity of the counties that comprise STWDA and ensures that appointments are fair and equitable. For example, urban, suburban, and rural districts will be represented in proportion to their influence on the local area. Board members from these districts must exhibit the demographic diversity of the counties within their respective local area.

WIOA requires that Board membership appointments meet the required board composition and minimum number as prescribed by law. The selection process, therefore, is constrained to these parameters. Board appointments across STWDA will be achieved due, in part, to the selection requirements. At a minimum, the LEOs may nominate one (1) business representative from his/her county. The authority to appoint a Board member lies solely with the CLEO. The Board shall include representatives of business in the local area, workforce, education, and government and community development as noted below.

- **Business:** A majority of local Board members, at least 51%, must be representatives who are owners, chief executive or operating officers, or other business executives, or employers with optimum policymaking or hiring authority;
- **Workforce:** Not less than twenty (20) percent of the members must be workforce representatives. Such representatives must include:
 - Two or more representatives of labor organizations; and
 - One or more representatives of a joint labor-management registered apprenticeship program; and
- **Education:** Members included in this category shall include the following:
 - At least one member must be a representative of an entity administering education and training activities in the local area.
 - At least one member must be a representative of a provider of adult education and literacy activities under Title II of WIOA.
 - Finally, at least one member must be a representative of an institution of higher education that provides workforce training (including community colleges).
- **Governmental or Community Development:** The Members must include at least one representative of each of the following:
 - Economic or community development entities in the local area;

- State Employment Service Office, under Wagner-Peyser, serving the local area; and
- Programs carried out under Title I of the Rehabilitation Act of 1973.

Approval of the nomination of each individual selected to serve on the Board requires the following documentation:

- A conflict of interest form signed by the nominee to the board;
- A signed nomination form;
- A signed letter from the head of the organization the nominee represents; the content of which specifies that the individual is being nominated by the organization. The letter shall acknowledge the nominee's optimum policy making authority as it aligns with a curriculum vitae, resume, or work history to support the qualifications of the nomination; and,
- The above-noted signed letter shall be submitted to the CLEO of the STWDA.

Staff to the STWDB will compile all required paperwork for Board members and will monitor Board compliance with WIOA. Completed nomination forms shall be submitted to TDLWD at workforce.board@tn.gov for review.

The Board must be chaired by a business representative selected from the members in this category. Nominations must be business owners, chief executives, operating officers, or others with optimum policy-making or hiring authority.

The number and distribution of board membership shall be determined collectively by the LEOs, consistent with the provisions of the state plan and Section 107 (b) of the WIOA, and Tennessee Department of Labor and Workforce Development Workforce Services Local Governance policy.

The term limits for Board members shall be four (4) years. Member terms will be staggered so all terms do not expire at the same time so long as the required Board composition remains compliant.

Membership on the STWDB shall cease in case of death, resignation, disqualification, failure to be reappointed, and may cease based on attendance. Midterm vacancies shall be communicated via email or phone to the CLEO immediately upon occurrence. Nomination and replacement of the Board member shall occur no later than 60 days after the reported vacancy unless said vacancy negatively impacts Board composition in which case the replacement shall be immediate. Membership is continuously monitored by STWDB staff in order to ensure sustainable compliance.

8. CHANGE IN CHIEF ELECTED OFFICIAL ACKNOWLEDGEMENT

In the event there is a change in the CLEO (newly elected or appointed) within 30 days of assuming office, the CLEO by virtue of election and/or appointment to this office has the right to serve as CLEO but must submit a written acknowledgement as outlined in **Appendix C** confirming:

- He/she has read, understands, and will comply with the current Interlocal Agreement; and
- Reserves the option to request negotiations to amend the Interlocal Agreement at any time during the official's tenure as a CLEO

9. ELECTION OF A NEW LOCAL ELECTED OFFICIAL

When a new LEO is elected or appointed, within 30 days, the STWDB will inform the newly elected LEO of his/her responsibilities and liabilities as it relates to WIOA, including the requirement to review and update if needed, the Agreement. Once the new official has had the opportunity to review, a written acknowledgement must be submitted as outlined in **Appendix C** confirming:

- He/she has read, understands, and will comply with the current Interlocal Agreement; and
- Reserves the option to request negotiations to amend the Interlocal Agreement at any time during the official's tenure as a LEO.

10. AMENDMENT OR CHANGE TO THE INTERLOCAL AGREEMENT

This Agreement may be amended at any time under the conditions noted below. Any amendments will be maintained at the Fiscal Agent's location at 1000 Riverfront Parkway, Chattanooga, TN 37405 and available for monitoring by the State Office.

The process for officially amending the Agreement, such as when there is newly elected LEO in the area, shall commence within 30 days after the LEO assumes her/his office within the respective county. This change is an automatic process, facilitated by the Board staff, as described in Section 9, **ELECTION OF A NEW LOCAL ELECTED OFFICIAL**, noted above.

When any other changes or modifications to the Agreement occur, the CLEO and LEOs shall include the amendment and details concerning the amendment to the LEOs next quarterly meeting. The amendment shall be brought up for formal discussion and must be approved by a majority of the LEOs.

11. LOCAL WORKFORCE DEVELOPMENT BOARD PERFORMANCE

With assistance from staff to the Board, each LEO and the CLEO receive emailed notifications regarding the quarterly Local Workforce Development Board meetings. The LEOs (including the CLEO) meet quarterly each year; at least one of the quarterly meetings is an annual jointly held meeting of the LEOs and the Southeast Tennessee Workforce Development Board. Quarterly performance and customer service reports are provided to all LEOs. Having access to the local area's performance data will apprise each LEO and the CLEO of his/her respective county's workforce achievements, successes and how needs have been met. The Workforce System Reports, prepared by and communicated by Board staff, contain information that will assist the LEOs in monitoring and reviewing the local area's One-Stop efficiency and capacity to serve Southeast Tennessee.

12. PROCESS FACILITATION

The staff of the Board shall facilitate all processes and procedures to ensure compliance with all State and Federally mandated regulations and policies. The role of the staff of the Board as it relates to this Agreement is to support the administrative functions necessary for the execution of the Agreement. The decisions and appointments are the sole responsibility of the parties to this Agreement.

Appendix A: Official Signatures of Participating LEOs in the Southeast Tennessee Workforce Development Area

AUTHORITY OF PARTICIPATING LOCAL ELECTED OFFICIALS:

The undersigned officials are authorized to execute this Agreement on behalf of the parties.



The Honorable Jim Coppinger

Hamilton County Mayor

Chief Local Elected Official

208 Courthouse

625 Georgia Avenue

Chattanooga, TN 37402

423-209-6100

FAX 423-209-6101

(Contact: jenniferp@hamiltontn.gov)

6/26/18

Date



The Honorable Gregg Ridley

Bledsoe County Mayor

3150 Main Street

Pikeville, TN 37367

(Contact: bledsoemayor@bledsoe.net)

7-2-18

Date



The Honorable D. Gary Davis

Bradley County Mayor

155 Broad Street

Courthouse Annex Building, 2nd Floor

Cleveland, TN 37364


(Contact: gdavis@bradleycountyttn.gov)

(Contact: mkamplain@bradleycountyttn.gov)

6/26/18


Date

AUTHORITY OF PARTICIPATING LOCAL ELECTED OFFICIALS (continued)



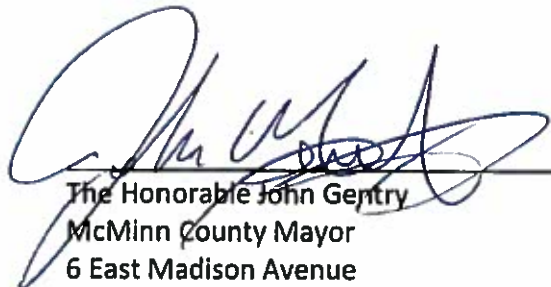
The Honorable Michael Brady
Grundy County Mayor
68 Cumberland Street
Altamont, TN 37301
(Contact: GrundyMayor@yahoo.com)

6/26/18
Date




The Honorable David Jackson
Marion County Mayor
1 Courthouse Square, Suite 105
Jasper, TN 37347
(Contact: djackson@marioncountyttn.net)

6.26.18
Date



The Honorable John Gentry
McMinn County Mayor
6 East Madison Avenue
Athens, TN 37303
(Contact: countymayor@comcast.net)


6/26/18
Date



The Honorable Bill James
Meigs County Mayor
17214 State Hwy 58 North
Decatur, TN 37322
(Contact: meigscountymayor@yahoo.com)

6/26/18
Date

AUTHORITY OF PARTICIPATING LOCAL ELECTED OFFICIALS (cont.)



The Honorable Hoyt Firestone
Polk County Executive
6239 Highway 411
Benton, TN 37301
(Contact: polkcoexec@yahoo.com)

6-26-18
Date



The Honorable George Thacker
Rhea County Executive
375 Church Street, Suite 215
Dayton, TN 37321
(Contact: thackergeorge@bellsouth.net)
(Contact: RheaCountymayor@bellsouth.net)

10-27-18
Date



The Honorable D. Keith Cartwright
Sequatchie County Executive
22 Cherry Street
Dunlap, TN 37327
(Contact: seqexec@bledsoe.net)

6/26/18
Date

Appendix B to the Interlocal Agreement by and between the LEOs of Southeast Tennessee Workforce Development Area for the period of 2018-2020.

This document is to acknowledge the designation, by the Chief Local Elected Official (Grant Recipient). By signing this document, the Fiscal Agent has read and understood the responsibilities and liabilities of the Fiscal Agent role as described in *WIOA Section 107(d)(12)(B)(i)(II)*.

Fiscal Agent Designee: Southeast Tennessee Development
Beth Jones, Executive Director
Southeast Tennessee Development
1000 Riverfront Parkway
P. O. Box 4757
Chattanooga, TN 37405

Signature: Beth Jones
Beth Jones, Executive Director

6/26/2018
Date

Chief Local Elected Official: The Honorable Jim Coppinger
Hamilton County Mayor
208 Courthouse
625 Georgia Avenue
Chattanooga, TN 37402
423-209-6100
FAX 423-209-6101
(Contact: jenniferp@mail.hamiltontn.gov)

Signature: Jim M. Coppinger

6/26/18
Date

Appendix C to the Interlocal Agreement by and between the LEOs of Southeast Tennessee Workforce Development Area for the period of 2018-2020.

This acknowledgement hereby confirms that I Robby Hatcher, County Mayor/Executive of Polk County, acknowledge that I have read, understand, and will comply with the current Interlocal Agreement by and between the LEOs of the Southeast Tennessee Local Workforce Development Area; and that I reserve the option to request negotiations to amend this Interlocal Agreement at any time during my tenure as an elected official.

I am signing this document as the following official:

Chief Local Elected Official

Local Elected Official

This the 21st day of September 2018 .



The Honorable Robbie Hatcher

P.O. Box 128 Benton, TN 37307

Mailing Address

(423) 338-4527 (423) 338-4558

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coexecpolk@comcast.net

Email Address