**INTERLOCAL AGREEMENT**
**By And Between**
**THE LOCAL ELECTED OFFICIALS Of**
**BLEDSOE, BRADLEY, GRUNDY, HAMILTON,**
**MARION, McMINN, MEIGS, POLK, RHEA, AND SEQUATCHIE COUNTIES**
**THE SOUTHEAST TENNESSEE LOCAL WORKFORCE DEVELOPMENT AREA**

## A. PURPOSE OF THIS AGREEMENT

This Interlocal Agreement, herein after referred to as the "Agreement," specifically outlines how each county will be responsible for the administration of funds within the Southeast Tennessee Local Workforce Development Area. This Agreement entered into on this the 1st day of October 2024, 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 for no more than two years beginning October 1, 2026 and ending June 30, 2028.

**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 Local Workforce Development Board Chair – The members of the Local Board shall elect a chairperson from among the business representatives. The Board Chair is tasked with leading activities, setting the agenda, and approving documentation on behalf of the full board.
f. Southeast Tennessee Local Workforce Development Area (STLWDA)— The local workforce development area in southeast Tennessee.
g. Southeast Tennessee Local Workforce Development Board (STLWDB)— 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 WIOA.

## B. PARTICIPATING ELECTED OFFICIALS

The names of the Local Elected Officials (LEOs), representation, contact information, and signatures in the 10-county Southeast Tennessee Local Workforce Development Area are included in Appendix A of this Agreement.

## C. 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 Local Workforce Board is aligned with the intent, purpose and 'in agreement' with the LEOs.

- The LEOs will elect by a majority voice or electronic 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 (STLWDB, *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 STLWDA, *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 STLWDB budget, *WIOA Section 107(d)(12)(A)*
    - Request STLWDA designation and certification
    - Provide input to establish the bylaws of the STLWDB, *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 STLWDB.
- If the CLEO is not performing his/her function, then the LEOs may unseat the CLEO by two-thirds (2/3 or 66%) majority vote. If this occurs, the staff in the Program Integrity Unit of the Tennessee Department of Labor and Workforce Development (TDLWD) must be notified immediately by sending correspondence to Workforce.Board@tn.gov.

The CLEO for STLWDA shall be 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.

*CLEO for the Southeast Tennessee Local Workforce Development Area*
Mayor Weston Wamp
Hamilton County Courthouse
625 Georgia Avenue
Chattanooga, TN 37402
Phone 423-209-6100
jenniferp@hamiltonTN.gov

**D. GRANT RECIPIENT and SIGNATORY**

Hamilton County Mayor Weston Wamp shall serve as the grant recipient for all local WIOA funds and has designated grant recipient authority to the Fiscal Agent, the Southeast Tennessee Development District for workforce development activities for STLWDA. All state contracts for WIOA funds must be signed by the CLEO as the official signatory for the LEOs.

**E. LIABILITY OF FUNDS**

Hamilton County shall serve as the grant recipient for WIOA funds designated for workforce development activities for the STLWDA and shall be liable for any misuse of 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) as outlined in Section G of this Agreement.

**F. FISCAL AGENT OR GRANT SUBRECIPIENT DESIGNATION**

The CLEO designates 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 Southeast Tennessee Development District as the Fiscal Agent as evidenced by the official signatories in Appendix B of this agreement and in a separate Fiscal Agent designation document.

**G. RESOLVING DISALLOWED COSTS**

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 TDLWD. In the event the entity responsible for the disallowed costs cannot or will not assume the liability, the Fiscal Agent may pursue litigation for due process within the court system.

**H. LOCAL WORKFORCE BOARD NOMINATION AND MEMBERSHIP**

The Board shall consist of membership as outlined in ***Section 107(b)(2)*** of the WIOA and representation may be recommended by the LEOs of each of the ten (10) counties that comprise STLWDA. The CLEO strives to establish a Board that reflects the diversity of the counties that comprise STLWDA and ensures that appointments are fair and equitable. Board members must exhibit the demographic diversity of the counties within their respective local area.

WIOA requires that Board membership appointments meet the required board composition as prescribed by law. The selection process, therefore, is constrained to these parameters. Board appointments across STLWDA will be achieved by the selection requirements. At a minimum, the LEOs may nominate one 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 Nomination Form signed by the CLEO
- A Conflict of Interest Form signed by the nominee to the STLWDB

Staff to the STLWDB 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 Chair must be selected from members representing the business and industry 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 two (2) 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. Midterm vacancies shall be communicated via email or phone to the CLEO immediately upon occurrence.

Membership on the STLWDB shall cease in case of death, resignation, documented violation of conflict of interest, failure to meet Board member representation requirements, or documented proof of fraud and/or abuse. Such action may be as a direct removal by the CLEO or a recommendation to the CLEO by the respective LEO in which the member represents; however, the CLEO remains the sole authority for appointment and removal of board members. Any member that has been recommended for removal may appeal to the CLEO within thirty (30) days. The CLEO shall have the authority to resolve such appeal to the extent that such action does not violate any law, regulation, or policy.

Nomination and replacement of the Board member shall occur within one (1) full calendar quarter after the reported vacancy. Membership is continuously monitored by STLWDB staff in order to ensure sustainable compliance.

## I. 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. These meetings allow the LEOs to discuss the shared vision, goals, and strategies for workforce development.

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 STLWDB 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.

## J. 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, regional, and state plans and the duties of the local board, subject to the approval of the CLEO. The CLEO, LEOs and in partnership with the STLWDB 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). Fiscal oversite and fiscal performance reviews are ongoing and are formally conducted quarterly.

## K. BOARD PERFORMANCE

As outlined in the Partnership Agreement, the Board authorizes the Southeast Tennessee Development District to hire and serve as the employer of record, a staff to the Board to assist in the management and oversight of the functions of the Board. Each LEO and the CLEO will receive emailed notifications and materials regarding the quarterly Board meetings. The materials include standard performance metrics utilized in managing the performance of the public workforce system in Southeast. 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 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. 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 Local Workforce Development Board.

## L. 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 STLWDB may engage the services of a mediator. If mediation is unsuccessful, the Executive Committee of the STLWDB 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.

## M. 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

## N. ELECTION OF A NEW COUNTY MAYOR

When a new LEO is elected or appointed, within 30 days, the Board 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.

## O. 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 Southeast Tennessee Development District location at 1000 Riverfront

Parkway, Chattanooga, TN 37405 and available for monitoring by the TDLWD. All amendments or changes shall be submitted to The Program Integrity Unit via an attachment to Workforce.Board@tn.gov.

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. Once approved and signed with all LEO signatures on the Interlocal Agreement, the agreement shall be sent to Workforce.Board@tn.gov.

**P. 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 Weston Wamp — Date: 9/28/26
Hamilton County Mayor
***Chief Local Elected Official***
208 Courthouse
625 Georgia Avenue
Chattanooga, TN 37402
423-209-6100
FAX 423-209-6101
Email: paisleyp@hamiltontn.gov

The Honorable Kris Frady — Date: 9-22-26
Bledsoe County Mayor
3150 Main Street
Pikeville, TN 37367
Email: bledsoemayor@bledsoe.net
Secondary email: fradyk1@gmail.com

The Honorable D. Gary Davis — Date: 9/22/26
Bradley County Mayor
155 Broad Street
Courthouse Annex Building, 2nd Floor
Cleveland, TN 37364
Email: gdavis@bradleycountytn.gov
Secondary Email: mkamplain@bradleycountytn.gov

**AUTHORITY OF PARTICIPATING LOCAL ELECTED OFFICIALS (continued)**

10/13/2026
Date

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

9.22.26
Date

The Honorable David Jackson
Marion County Mayor
1 Courthouse Square, Suite 105
Jasper, TN 37347
Email: djackson@marioncountytn.net

9/22/26
Date

The Honorable John Gentry
McMinn County Mayor
6 East Madison Avenue
Athens, TN 37303
Email: jgentry@mcminncountytn.gov
Email: countymayor@comcast.net

9-22-26
Date

The Honorable Joe Lawson
Meigs County Mayor
17214 State Hwy 58 North
Decatur, TN 37322
Email: mayoroffice@meigscountytn.org

**AUTHORITY OF PARTICIPATING LOCAL ELECTED OFFICIALS (cont.)**

9/22/2026

The Honorable Stan Howard
Polk County Executive
6239 Highway 411
Benton, TN 37301
Email: polkcoexec@yahoo.com
Secondary Email: showard7754@yahoo.com

Date

9/22/26

The Honorable Ron Travis
Rhea County Executive
375 Church Street, Suite 215
Dayton, TN 37321
Email: Rheamayor@rheacounty.org

Date

9/22/2026

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

Date

**AGREEMENT BETWEEN BOARD CHAIRPERSON AND CLEO**

As the Chairperson for the Southeast Tennessee Local Workforce Development Board, I agree with all aspects set forth in this Agreement and will adhere to organizing and facilitating a joint effort in collaborating with the consortium of LEOs as further detailed in the Partnership Agreement between the CLEO, LEOs, and the Southeast Tennessee Local Workforce Development Board.

Blake Markham
Blake Markham (Oct 19, 2026 13:35:40 EDT)

10/19/2026

Blake Markham, Board Chair
Southeast Tennessee Local Workforce Development Board

Date

**Appendix B to the Interlocal Agreement by and between the LEOs of Southeast Tennessee Workforce Development Area for the period of 2026-2028.**

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**
Chuck Hammonds, Executive Director
Southeast Tennessee Development
1000 Riverfront Parkway
P. O. Box 4757
Chattanooga, TN 37405
Email: chammonds@sedev.org

Signature: _____ 9/22/2026
Chuck Hammonds, Executive Director — Date

**Chief Local Elected Official: The Honorable Weston Wamp**
Hamilton County Mayor
208 Courthouse
625 Georgia Avenue
Chattanooga, TN 37402
423-209-6100
FAX 423-209-6101
Email: tuckerm@mail.hamiltontn.gov

Signature: _____ 9/28/26
Date

**Appendix C to the Interlocal Agreement by and between the LEOs of Southeast Tennessee Workforce Development Area for the period of 2026-2028.**

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

I am signing this document as the following official:

☐ **Chief Local Elected Official**

☐ **Local Elected Official**

**This the _____ day of _____ 20____.**

_____
**(Signature – include typed name)**

_____
**Mailing Address**

_____
**Office Phone** **Mobile Phone**

_____
**Email Address**