



**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
THE LOCAL ELECTED OFFICIALS OF THE  
UPPER CUMBERLAND LOCAL WORKFORCE DEVELOPMENT AREA**

**Section I: Purpose of the Agreement**

This Agreement defines the responsibilities, duties, and liabilities between the Local Elected Officials (LEOs) of the Upper Cumberland Local Workforce Development Area. The purpose of this agreement is to specify the respective roles and provide an organized plan for the Chief Local Elected Official (CLEO) and Local Elected Officials (LEOs) in carrying out how the area will operate. The term of this agreement will be for two (2) years, beginning June 16, 2023 and ending June 30, 2025.

**Section II: Designation of a Chief Local Elected Official (CLEO)**

The Upper Cumberland Local Workforce Development Area is comprised of fourteen (14) Tennessee counties consisting of Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren, and White. Each county has a Local Elected Official (LEO) that is County Mayor/County Executive who is elected through popular vote. Each LEO is not only fiscally liable for the Workforce Innovation and Opportunity Act (WIOA) funds that flow from the state to the county mayors and to the fiscal agent for UCLWDB but also responsible for WIOA activities outlined in 20 CFR 679.420. The fourteen LEOs nominate and elect by consortium majority (51%) vote a Chief Local Elected Official (CLEO) who can act on their behalf to ensure oversight of the local Board and its staff. The elected CLEO shall serve a term of four (4) years and may be reappointed in succession. The Chief Local Elected Official (CLEO) for the Upper Cumberland Local Workforce Development Area is selected as:

**Mr. Randy Porter  
County Executive, Putnam County  
Putnam County Courthouse, 300 E Spring Street, Room 8  
Cookeville, TN 38501  
(931) 526-2161**

The CLEO shall have all signatory authority to execute binding agreements pertaining to WIOA including plans, agreements, and grants under Section 107 of WIOA. A Vice-CLEO may be elected by the consortium of LEOs and may be authorized to act on behalf of the CLEO, but only with the

CLEO's express written authority pertaining to individual matters, not a blanket authorization. The major responsibilities of the CLEO include the following:

- a. Appointment of members to the Local Board- The CLEO is authorized to appoint members of the Board in accordance with criteria established by the Governor in partnership with the State Workforce Development Board. The CLEO is authorized to and shall remove members of the Board in cases of documented violation of the conflict of interest policy, failure to meet member representation requirements, and documented proof of fraud or abuse. Board vacancies shall be filled by the CLEO within a reasonable amount of time. *This process is documented in Section IX of this Interlocal Agreement.*
- b. Submission of regional and local plans- The CLEO, in partnership with the Board and its staff, shall develop and submit to the Governor a local plan every four (4) years. The local plan shall support and be consistent with the strategy described in the state plan. If the local area is part of a planning region, it shall also submit a regional plan. At the end of the first two years of the four-year plan, the CLEO and the Board shall review the local plan and submit modifications to reflect any changes in the labor market or economic conditions of the area.
- c. Act as local grant recipient for allocated funds- The CLEO shall serve as the grant recipient for, and shall be liable for any misuse of, the funds allocated to the local area. Contracts related to the expenditure of WIOA funds must be signed by the CLEO as the signatory for the LEOs.
- d. Appointment of Fiscal Agent- The CLEO may designate an entity to serve as the local fiscal agent or local grant subrecipient for WIOA funds. Such designation shall not relieve the CLEO of the liability for any misuse of grant funds. In general, the fiscal agent shall be responsible for the following functions:
  - Receipt of Funds
  - Maintain fiscal integrity and accountability for fund expenditures
  - Respond to financial audit findings
  - Maintain proper accounting records
  - Prepare financial reports
  - Provide technical assistance to subrecipients regarding fiscal issues
- e. Approval of the designation and certification of One-Stop Operator(s)- The UCLWDB, with the agreement of the CLEO, is authorized to designate or certify One-Stop Operator(s) and to terminate for cause the eligibility of such operators as consistent with the approved State Plan.
- f. Develop Memorandum of Understanding with the One-Stop partners- The UCLWDB, with the agreement of the CLEO, shall develop and enter into a memorandum of understanding by and between the Board and its One-Stop partners detailing the operation of the One-Stop delivery system within the local area.

- g. Oversight of the One-Stop service delivery system- The UCLWDB, with the agreement of the CLEO, shall conduct oversight of the One-Stop service delivery system within the local area as consistent with the approved State Combined Plan.
- h. Approval and oversight of the Board budget- The UCLWDB shall develop an annual budget of their activities for each fiscal year consistent with the local plan. Budget is subject to the approval of the CLEO, after review and input from all LEOs.
- i. Designation and certification of the LWDA- The CLEO is responsible for requesting official designation of the local area.
- j. Provide input to establish the bylaws of the UCLWDB- The CLEO will provide input to establish bylaws for the UCLWDB which are consistent with State policies for Board membership.
- k. Negotiate and reach agreement on local performance measures- The UCLWDB, the CLEO, and the Governor's designated representative shall work together to negotiate and agree upon local performance accountability measures for the local area.
- l. Establish agreements between the LEOs and between the LEOs and UCLWDB- The CLEO is responsible for the development and implementation of the Interlocal Agreement between all LEOs in partnership with the UCLWDB.

In the event the CLEO is not performing their function, then the LEOs may unseat the CLEO by a two-thirds (2/3 or 66%) majority vote.

### **Section III: Participating Local Elected Officials**

Participating in this Agreement are the local elected officials (LEOs) of the fourteen (14) counties comprising the Upper Cumberland Local Workforce Development Area. An exhaustive list of all LEO names, representation and contact information is included in Appendix A.

### **Section IV: Dispute Resolution**

Occasionally a dispute may arise among the LEOs regarding Board appointments or administration of their LEO responsibilities. In this event, the LEOs will attempt in good faith to resolve locally by mutually-satisfactory negotiations among themselves. If that fails, the CLEO will request that the TDLWD provide mediation services.

### **Section V: Fiscal Agent Designation**

The fiscal agent selected by the CLEO is designated as:

**Upper Cumberland Local Workforce Development Board, Incorporated**  
**1000 England Drive**  
**Cookeville, TN 38501**  
**(931) 520-9513**

The fiscal agent shall be responsible for administration of WIOA funds as authorized under the Act. The LEOs shall retain responsibility for appropriate use and distribution of any and all funds allocated to the Upper Cumberland Local Workforce Development Board, Incorporated through such Act. The fiscal agent will be responsible for any theft or misappropriation of UCLWDB funds and is required to carry commercial liability insurance and a fidelity bond that meets UCLWDB requirements.

**Section VI: Grant Recipient/Liability of Funds**

Pursuant to Section 107 (d)(12)(B)(i)(I) of WIOA the consortium of LEOs of the Upper Cumberland Local Workforce Development Board, Incorporated assumes the responsibility for receipt and disbursement of funds. It shall include the assumption of pro rata responsibility for misuse of funds under Section 128 and 133 of WIOA. The fiscal agent for the UCLWDB shall be responsible for all funds and activities by the direction of the Board in agreement with the LEOs and pursuant to the requirements of WIOA. The LEOs retain responsibility for appropriate use and distribution of any and all funds in proportion to their representation. The current state workforce fund allocation percentages of the individual counties comprising the UCLWDB will be used for distribution of misuse of funds. Reconciling disallowed costs and liability for those costs will first rest with the entity incurring those costs. In the event the entity responsible cannot or will not assume the liability, funds will be reimbursed per the consortium’s pro rata responsibility distribution.

**The amount of financial liability assigned to each respective county in the event of misuse or misappropriation of WIOA funds is shown below.**

**The percentage of liability for each county is calculated by the State of Tennessee.**

<b>County</b>	<b>Percentage of Liability</b>	<b>County</b>	<b>Percentage of Liability</b>
<b>Cannon</b>	3.187%	<b>Overton</b>	6.716%
<b>Clay</b>	2.975%	<b>Pickett</b>	2.082%
<b>Cumberland</b>	17.98%	<b>Putnam</b>	22.315%
<b>DeKalb</b>	5.517%	<b>Smith</b>	4.325%
<b>Fentress</b>	6.489%	<b>Van Buren</b>	1.866%
<b>Jackson</b>	4.613%	<b>Warren</b>	10.020%
<b>Macon</b>	4.988%	<b>White</b>	6.925%

### **Section VII: Communication**

Communication between the Local Board, CLEO and Consortium of LEOs is encouraged and conducted through the normal course of business as deemed necessary by the members. The Consortium shall meet as necessary, at least one (1) time a year with the Local Board and one (1) time a year separately as LEOs. Additionally, LEOs are encouraged to attend Board meetings regularly and remain apprised of Board activities through the UCLWDB website. Meeting notifications and approved minutes will be posted on the website with the LEOs being notified via email when they have been posted. In order to review and consider for approval the UCLWDB annual budget and/or any other UCLWDB business, the June meeting shall be a joint meeting of the UCLWDB and the Consortium.

### **Section VIII: LWDB Budget Approval**

Budget preparation and presentation is an annual process in accordance with WIOA Section 107 (d)(12)(A) only after notification from the TDLWD of allocations to the local area. The annual budget of the Upper Cumberland Local Workforce Development Board, Incorporated is prepared by staff to the Board, reviewed and amended by the Executive Committee of the Board and then submitted to the full Board for majority (51%) vote on approval. Once approved by the Board, the annual budget will be presented by the CLEO to the Consortium.

### **Section IX: LWDB Member Representation**

The CLEO will work with the Consortium of LEOs to establish a Local Board that reflects WIOA requirements as well as the demographic nature of both business and population within the local area. All Board members should be in positions of optimum decision-making authority within the entities they represent. The UCLWDB shall, at a minimum, have the following representation:

- Business- A majority of members must be representatives of businesses within the local area who are owners, chief executives or operating officers, or other business executives, or employers with the optimum policy making or hiring authority.
- Workforce- Not less than twenty (20) percent of the members must be workforce representatives within the local area. Included must be two or more representatives of labor organizations and one or more representatives of a joint labor-management registered apprenticeship programs.
- Education- At least one member must be a representative of an entity administering education and training activities in the local area. Additionally, 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 from economic or community development entities within the local area; one representative from the State Employment Service Office, under Wagner-Peyser,

serving the local area; and one representative from programs carried out under Title I of the Rehabilitation Act of 1973.

The CLEO may appoint, at his/her discretion, other individuals to the Local Board who represent local agencies or entities administering transportation, housing and public assistance, or philanthropic organizations. The CLEO will strive to establish a Local Board that reflects the diversity of the counties that comprise the UCLWDB. For example, rural districts shall be represented in proportion to their influence on the local area. Board members from these districts shall exhibit the demographic diversity of the counties within their respective local area. The CLEO will work with the Consortium to ensure LWDB representation is fair and equitable across all counties within the area in accordance with applicable Workforce Services policies.

The Local Board member nomination process is as follows:

- a. Nomination- The CLEO shall solicit nominations for UCLWDB member positions that represent business, labor, and education. To nominate an individual to serve on the Board, the following steps are required:
  1. The Local Workforce Development Board Member Nomination Form is completed and signed by the nominator; and
  2. The signed Nomination Form is submitted to the CLEO for consideration. Anyone making any other nominations or recommendations for other representative positions on the local board shall follow the same procedures.
  3. Composition of UCLWDB members should reflect the demographic makeup of the local area. The most recent US Census is the best source for identifying respective demographic information.
- b. Appointment- UCLWDB member appointments must be signed by the CLEO and submitted to the State of Tennessee Workforce Services Division for review. The CLEO has final authority to select members to serve on the UCLWDB.
- c. Change in Status- Any UCLWDB member who no longer holds the position or status that made them eligible Local Board members must resign or be removed by the CLEO immediately as a representative of that entity.
- d. Terms- Term limits have been established per UCLWDB Bylaws, including replacement if a member's position becomes vacant mid-term.
- e. Term Renewal- To extend the tenure of UCLWDB members in good standing, the CLEO will sign and submit a Renewal Form acknowledging: the member's organization that they indicated on the nomination form, the member has a Conflict-of-Interest Form signed within 365 days of membership renewal, the member has not violated the UCLWDB

bylaws, and the member's new begin and end dates of service in compliance with the term limits.

- f. Removal by CLEO- UCLWDB members shall be removed by the CLEO if any of the following occurs:
  - 1. Documented violation of the conflict of interest policy;
  - 2. Failure to meet UCLWDB member representation requirements defined in the Workforce and Innovation Opportunity Act;
  - 3. Documented proof of fraud and/or abuse.
  
- g. Removal by Vote- Any member of the UCLWDB may be removed for cause by a two-thirds (2/3) vote at a meeting, at which quorum is present, in accordance with this article. Removal of a member shall also constitute removal as an Officer of the Board and as a member of all committees of the Board. Intent to remove a member must be stated in the call of the meeting and provided to all voting members at least five (5) days prior to the meeting. Cause for removal shall include:
  - 1. Missing three consecutive meetings;
  - 2. A change in employment that results in a change of membership classification;
  - 3. Failure or refusal to work cooperatively with the Board and abide by the By-Laws;
  - 4. Other causes as determined by the Board.
  
- h. Prohibited Members- Employees of entities serving as the fiscal agent, UCLWDB staff, one stop operator, and American Job Centers career service providers are prohibited from serving on the UCLWDB. All persons nominated to the Board shall be required to review and execute the UCLWDB Conflict of Interest Policy Statement prior to performing Board activities.

#### **Section X: Selection of a New Chief Elected Official**

When a new CLEO is selected among the Consortium, the newly elected CLEO must submit a written statement to the UCLWDB acknowledging that they have read, understood and will comply with the current Interlocal Agreement. **SEE APPENDIX C**

#### **Section XI: Election of a County Mayor**

This Agreement shall be reviewed within thirty (30) business days of a county mayor election. If a new LEO is elected within one of the fourteen (14) counties comprising the Consortium, said official will submit a letter to the Board, or its staff, verifying that said official has read, understood and will comply with the current Interlocal Agreement. The letter should also reserve the right to request negotiations to amend the Interlocal Agreement at any time during their tenure as a LEO.

### **Section XII: Amendment or Change to the Interlocal Agreement**

A request for changes to the Agreement should be in the form of a written letter addressed to the CLEO. The request shall state the area of concern and reason for requested change. Upon receipt, the CLEO, in collaboration with the other LEOs, will conduct discussions and good faith negotiations regarding any proposed changes. After five (5) business days post receipt of the letter requesting changes, the CLEO may call for a vote on amendment. This Interlocal Agreement may only be amended by a two-thirds (2/3) vote of the Consortium. Amended Interlocal Agreements will be submitted to the UCLWDB, staff to the Board and the TDLWD.

### **Section XIII: LWDB Performance**

The CLEO, along with the Consortium of LEOs, will monitor and review the performance of UCLWDB to ensure that each county's workforce goals and needs are being addressed. Annual meetings with representatives from each county, including their respective LEOs, will be held to discuss the unique needs and expectations within the fourteen (14) counties. In addition, each UCLWDB meeting (of which all LEOs are encouraged to physically attend or review electronic minutes) will include detailed presentations from the Fiscal Agent, OSO/Service Provider and the Executive Director.

The CLEO, along with the Consortium of LEOs, and the UCLWDB will monitor the performance of the One-Stop System to ensure the system maintains an efficient and effective capacity to serve the area. The Board shall establish a Monitoring Policy which shall be carried out by its direct staff. The Monitoring Policy documents requirements for conduct oversight of programs and services, ensures the appropriate use and management of funds, and maximizes area performance under WIOA Section 116. Monitoring tools will ensure compliant administration of WIOA funds and activities and will include the following:

- a. Reports- UCLWDB will generate, maintain, and submit proper reports relating to its operations and expenditures. All fiscal agent reports and invoices will be paid/submitted within the time frame requested by TDLWD.
- b. Management Information Systems- UCLWDB will monitor and validate the data reporting within the AJC system.
- c. Monitoring of Local Contracts- The UCLWDB Monitoring Policy includes a system of monitoring contracts to ensure compliance in regard to deliverables, performance, allowable expenditures, efficiency and effectiveness, and overall allowable activities. Oversight of contracts will include reviewing the performance of the OSO, service providers and employers.
- d. Transparency- UCLWDB shall submit all requested reports and information to TDLWD in an accurate and timely manner.

*(End of Agreement)*



**Appendix A: Signature of LEOs**

Participating in this Agreement are the Local Elected Officials of the following counties:

**LEO Name: Greg Mitchell**

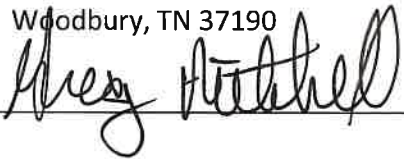
Representation: Cannon County Executive

Contact Info: Cannon county Courthouse

Public Square

Woodbury, TN 37190

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

**LEO Name: Dale Reagan**

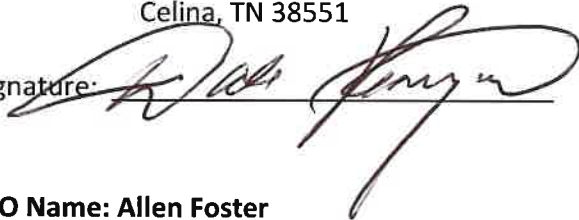
Representation: Clay County Mayor

Contact Info: City Hall

P.O. Box 387

Celina, TN 38551

Signature: \_\_\_\_\_



Date: 2/10/23

**LEO Name: Allen Foster**

Representation: Cumberland County Mayor

Contact Info: Cumberland County Courthouse

2 North Main, Suite 203

Crossville, TN 38555

Signature: \_\_\_\_\_



Date: 7-7-2023

**LEO Name: Matt Adcock**

Representation: DeKalb County Mayor

Contact Info: DeKalb County Courthouse

1 Public Square, Room 204

Smithville, TN 37166

Signature: \_\_\_\_\_



Date: 6-29-23

**LEO Name: Jimmy Johnson**

Representation: Fentress County Executive

Contact Info: Fentress County Courthouse

P.O. Box 1128

Jamestown, TN 38556

Signature:  \_\_\_\_\_

Date: 7-7-2023


**LEO Name: Randy Heady**

Representation: Jackson County Mayor

Contact Info: Jackson County Courthouse

P.O. Box 617

Gainesboro, TN 38562

Signature:  \_\_\_\_\_

Date: 7-19-2023

**LEO Name: Steve Jones**

Representation: Macon County Mayor

Contact Info: 201 County Courthouse

Lafayette, TN 37083

Signature:  \_\_\_\_\_

Date: 6-22-23


**LEO Name: Steven Barlow**

Representation: Overton County Executive

Contact Info: Overton County Courthouse Annex, Suite 1

317 University Street

Livingston, TN 38570

Signature:  \_\_\_\_\_


Date: 7/21/23

**LEO Name: Stephen Bilbrey**

Representation: Pickett County Executive

Contact Info: 1 Courthouse Square, Suite 200

Byrdstown, TN 38549

Signature:  \_\_\_\_\_

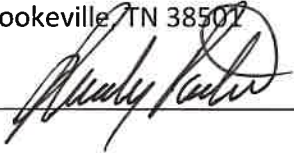
Date: 7-21-2023

**LEO Name: Randy Porter**

Representation: Putnam County Executive

Contact Info: Putnam County Courthouse  
300 East Spring Street, Room 8  
Cookeville TN 38501

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

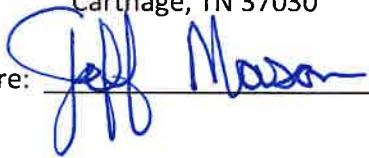
6/27/23

**LEO Name: Jeff Mason**

Representation: Smith County Mayor

Contact Info: 122 Turner High Circle  
Carthage, TN 37030

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

6/22/23

**LEO Name: David R. Sullivan**

Representation: Van Buren County Executive

Contact Info: P.O. Box 217  
Spencer, TN 38585

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

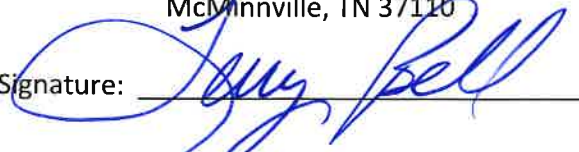
6-22-23

**LEO Name: Terry Bell**

Representation: Warren County Executive

Contact Info: 201 Locust Street, Suite One  
McMinnville, TN 37110

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

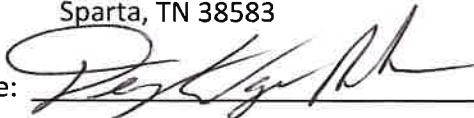
7-25-23

**LEO Name: Denny Wayne Robinson**

Representation: White County Executive

Contact Info: White County Courthouse  
1 East Bockman Way, Room 205  
Sparta, TN 38583

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

28 JUN 23

## Appendix B: Designation of the Fiscal Agent

This document is to acknowledge the designation, by the Chief Local Elected Official, of a Fiscal Agent to act as the grant subrecipient. By signing this document, the Fiscal Agent has read and understood the responsibilities and liabilities of the role as subrecipient described in WIOA Section 107(d)(12)(B)(i)(II). This document is only an acknowledgment that the Fiscal Agent has been designated. Contracts between the Fiscal Agent and the CLEO should ensure that the Fiscal Agent's roles and responsibilities are clearly outlined, and include the functions stated in 20 CFR 679.420.



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**Bob Young, Chairman**

Upper Cumberland Local Workforce Development Board, Incorporated  
1000 England Drive  
Cookeville, TN 38501  
(931) 520-9513



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**Randy Porter, CLEO**

County Executive, Putnam County  
Putnam County Courthouse, 300 E Spring Street, Room 8  
Cookeville, TN 38501  
(931) 526-2161

**Appendix C: CLEO Acknowledgement**

I, **RANDY PORTER, COUNTY EXECUTIVE FOR PUTNAM COUNTY**, do hereby acknowledge that I have read, understood and will comply with the Interlocal Agreement. I am aware of my roles and responsibilities as newly elected **CLEO** for the Upper Cumberland Local Workforce Development Board (UCLWDB).



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Randy Porter, CLEO  
County Executive, Putnam County  
Putnam County Courthouse, 300 E Spring Street, Room 8  
Cookeville, TN 38501  
(931) 526-2161

## Appendix D: Agreement Between Board Chairperson and CLEO

**Responsibilities of the CLEO-** The CLEO shall have all signatory authority to execute binding agreements pertaining to WIOA including plans, agreements, and grants under Section 107 of WIOA. The major responsibilities of the CLEO include the following:

1. Appointment of members to the Local Board- The CLEO is authorized to appoint members of the Board in accordance with criteria established by the Governor in partnership with the State Workforce Development Board. This process is documented in Section IX of this Interlocal Agreement.
2. Submission of regional and local plans- The CLEO, in partnership with the Board and its staff, shall develop and submit to the Governor a local plan every four (4) years. The local plan shall support and be consistent with the strategy described in the state plan. If the local area is part of a planning region, it shall also submit a regional plan. At the end of the first two years of the four-year plan, the CLEO and the Board shall review the local plan and submit modifications to reflect any changes in the labor market or economic conditions of the area.
3. Act as local grant recipient for allocated funds- The CLEO shall serve as the grant recipient for, and shall be liable for any misuse of, the funds allocated to the local area.
4. Appointment of Fiscal Agent- The CLEO may designate an entity to serve as the local fiscal agent or local grant subrecipient for WIOA funds. Such designation shall not relieve the CLEO of the liability for any misuse of grant funds. The role of the fiscal agent is outlined in Section II(d) of this Interlocal Agreement.
5. Approval of the designation and certification of One-Stop Operator(s)- The UCLWDB, with the agreement of the CLEO, is authorized to designate or certify One-Stop Operator(s) and to terminate for cause the eligibility of such operators as consistent with the approved State Plan.
6. Develop Memorandum of Understanding with the One-Stop partners- The UCLWDB, with the agreement of the CLEO, shall develop and enter into a memorandum of understanding by and between the Board and its One-Stop partners detailing the operation of the One-Stop delivery system within the local area.
7. Oversight of the One-Stop service delivery system- The UCLWDB, with the agreement of the CLEO, shall conduct oversight of the One-Stop service delivery system within the local area as consistent with the approved State Combined Plan.

8. Approval and oversight of the Board budget- The UCLWDB shall develop an annual budget for the activities of the Upper Cumberland Workforce Development for each fiscal year consistent with the local plan. Budget is subject to the approval of the CLEO, after review and input from all LEOs.
9. Designation and certification of the LWDA- The CLEO is responsible for requesting official designation of the local area.
10. Provide input to establish the bylaws of the UCLWDB- The CLEO will provide input to establish bylaws for the UCLWDB which are consistent with State policies for Board membership.
11. Negotiate and reach agreement on local performance measures- The UCLWDB, the CLEO, and the Governor's designated representative shall work together to negotiate and agree upon local performance accountability measures for the local area.
12. Establish agreements between the LEOs and between the LEOs and UCLWDB- The CLEO is responsible for the development and implementation of the Interlocal Agreement between all LEOs in partnership the UCLWDB.
13. Set Meeting Agendas- The CLEO will set the agenda for meetings of the Consortium of LEOs based upon feedback from the LEOs and the Board staff.
14. Other Activities- The CLEO will conduct other activities as required by WIOA or TDLWD.

**Responsibilities of the Local Workforce Development Board Chairperson**- The major responsibilities of the Local Board, in partnership with the local Consortium, (defined as keeping informed) shall include:

1. Set UCLWDB Vision- The UCLWDB shall, with the guidance of the Consortium, develop a vision and goals for UCLWDB that are aligned with the vision and goals of the Governor and TDLWD.
2. UCLWDB System Organization- The UCLWDB is responsible for organizing the workforce system to most effectively serve the needs of current and emerging private sector employers and job seekers. The UCLWDB will work with and seek feedback from the CLEO and Consortium of LEOs to ensure local employer needs are recognized and resources are fully utilized for maximum workforce development across the UCLWDB.
3. Meet Needs of Area Employers- The UCLWDB will seek to provide comprehensive services to private sector employers in order to meet their industry and employment needs.
4. Negotiate Local Performance Accountability- The UCLWDB will negotiate and reach agreement with the TDLWD on local performance accountability measures. Once set, the

UCLWDB will determine how best to deploy available resources to achieve negotiated local performance accountability measures and build capacity for continuous improvement.

5. Create and Encourage Strategic Partnerships- The UCLWDB will focus on expanding the resource base and service capabilities through the development of strategic partnerships, in integrated service delivery system, and generation of additional funding (i.e., special statewide funding, non-formula grants, etc.)
6. Selection of the one-stop operator(s) and service providers- The UCLWDB, with agreement from the CLEO, shall procure, through a competitive process, the area one-stop operator and may terminate for cause the eligibility of one-stop operators. The UCLWDB is also charged with selection of other service providers, including eligible providers of youth activities and Adult and Dislocated Workers by awarding grants or contracts on a competitive basis.
7. Area Policy Development- The UCLWDB and its staff shall develop policies and Bylaws in accordance with TDLWD guidance and submit to the Board for approval and adoption.
8. Define Responsibilities – The UCLWDB will secure this Interlocal Agreement between the Consortium of LEOs and the UCLWDB that specifies the roles of the Consortium and the UCLWDB and how each will carry out their responsibilities for governance and oversight of activities within the area.
9. Develop Area Operations Budget- The annual UCLWDB budget is prepared by Board Staff, reviewed and amended by the Executive Committee of the Board, subject to approval by the CLEO, and then submitted to the full Board for majority (51%) vote on approval. Once approved by the Board, the annual budget will be presented by the CLEO to the Consortium, for the purpose of carrying out the duties of the UCLWDB.
10. Approve One-Stop Operator Budget- The UCLWDB shall review and approve the local one-stop operations budget.
11. Secure Partners MOU- The UCLWDB will develop a Memorandum of Understanding between the area partners to define roles and responsibilities.
12. Local Area Coordination- The UCLWDB will coordinate the workforce activities authorized under WIOA with local economic development strategies and develop employer linkages with those activities.
13. Oversight- The UCLWDB will conduct oversight of the local one-stop system and local programs of youth, adult, and dislocated workers activities authorized under Title I of WIOA.



14. Encourage Area Engagement- The UCLWDB shall seek to promote the participation of local private sector employers through the statewide workforce development system. The Board should also serve as the designated regional convener in addressing workforce development issues, including but not limited to WIOA activities.
15. Meetings of the Board- The UCLWDB will meet as needed, at least quarterly (four times per year), at times and locations designated by the Chairperson. The meeting agendas will be set by the Chairperson with input from the Board Staff. In general, meeting agendas will include, but not be limited to, financial reports that reflect actual expenditures and their relationship to the approved budget as well as workforce program outcomes and their relationship to negotiated performance levels.
16. Other Activities- The UCLWDB shall perform other activities as required by WIOA, Section 107 (D) or by the Governor.

**Agreement**

I agree with all aspects set forth in this agreement and adhere to organizing and facilitating a joint effort in collaborating with the Consortium of LEOs.

  
\_\_\_\_\_  
**Bob Young, Chairman** 6-20-23  
**Date**  
Upper Cumberland Local Workforce Development Board, Incorporated

  
\_\_\_\_\_  
**Randy Porter, CLEO** 6/22/23  
**Date**  
County Executive, Putnam County