

[Local Area] LOCAL ELECTED OFFICIALS CONSORTIUM INTERLOCAL AGREEMENT

Local Workforce Development Area for [local area counties] Counties

Purpose of the Interlocal Agreement:

As noted in Sec. 107(c)(1)(B)(i) of the Federal Public Law 113-128, the Workforce Innovation and Opportunity Act, and in Final Rule 680.100(b), when a Local Workforce Development Area (LWDA) includes more than one unit of government, the Local Elected Officials, hereby known as LEOs, of each unit shall execute a written agreement that specifies the respective roles and liability of the individual LEOs and the Chief Local Elected Official, hereby known as the CLEO. This LEOs Consortium Agreement, hereby known as the "Agreement" is entered into by and between the LEOs of the following counties in Alabama: [list of counties], political subdivisions of the State of Alabama; pursuant to Title I of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128.

Whereas, WIOA Title I has prescribed a unified workforce development system that will provide workforce investment activities that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers and enhance the productivity and competitiveness of the nation; and,

Whereas, in accordance with WIOA Sec.106(b)(2) the Governor shall approve a request for initial designation as a Local Workforce Development. Further, to promote the effective delivery of workforce investment activities, WIOA Sec.107(c)(2)(B)(i) provides that the LEOs of general local governments may execute an Agreement that specifies the respective roles of the local elected officials; and,

Whereas the county legislative body of each of the parties to this Agreement desires that its county be included in a regional workforce development program to avail its citizens of the benefits of WIOA; and,

Whereas, as of the effective date, the Governor has designated the parties to this Agreement as a Local Workforce Development Area (LWDA) for the purpose of WIOA; and,

Whereas the parties to this Agreement are fiscally liable for the expenditures of WIOA grant funds as noted in WIOA Sec. 107(d)(12)(B)(i)(I); and,

Whereas the LEOs, within the meaning of WIOA, are the County Commission Chairpersons of each county referenced above; and,

Whereas WIOA and the Alabama Workforce Transformation Act require the establishment of a Regional Workforce Development Board (RWB) to provide policy guidance for, and exercise oversight with respect to, activities under the workforce development program for its LWDA in partnership with the general local governments within its LWDA; and,

Whereas it is the responsibility of the CLEO of each county in the LWDA to appoint members of the RWB from the individuals nominated or recommended to be such members in accordance

with the WIOA § 107(b) and through an Agreement entered into by the County Commission Chairperson of each county; and,

Whereas it is the responsibility of the RWB, in accordance with an agreement with the LEO of each county in the LWDA, to determine procedures and policies so as to develop a WIOA local plan; and,

Whereas, it is the responsibility of such officials under this title to carry out any other responsibilities under this title including, but not limited to additional functions described in § 107(d) including workforce research and regional labor market information; convening, brokering, leveraging; employer engagement; career pathways development; proven and promising practices; technology; program oversight; negotiation of local performance accountability measures; selection of operators and providers; coordination with education providers; budget and administration; and accessibility for individuals with disabilities.

Now, therefore, the parties agree as follows:

1. **Establishment of the [Local Area name] LEOs Consortium.** This multi-jurisdictional arrangement (hereinafter called the “[local area name] LEO Consortium”) among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this agreement under WIOA. The [local area name] LEO Consortium shall consist of the County Commission Chairperson or their successors from the [number of counties in the local area] member counties, each voting as an individual entity.
2. **Identification of Parties to this Agreement.** Each of the parties to this Agreement is a county of the State of Alabama, and as such are general purpose political subdivisions of the State of Alabama. The governing body of each of the parties to this Agreement is its County Commission and each party is identified as follows:
[list of each county commission]
3. **Geographical Area to be Served by this Agreement.** The geographical area which will be served by this Agreement are the entire geographical areas of each of the [number of counties] member counties.
4. **Local Workforce Development Area Designation.** Pursuant to the designation by the Governor, the [number of local area counties] counties constituting the [name of the local area] LEO Consortium shall be a LWDA as provided for in § 106 of Title I of WIOA for the geographical area covered by this Agreement.
5. **Size of the Population to be Served.** The population of the [number of counties in local area] county area to be served by this Agreement is [population size] based upon published Labor Market information.

6. **Designation of Single Grant Recipient and CLEO.** The parties to this Agreement agree that a CLEO shall be selected to serve as Chairperson of the LEO Consortium and shall serve as the Grant Recipient, acting on behalf of the other LEOs to execute any documents as may be reasonably necessary to implement the provisions of WIOA.
7. **Appointment process and term of the CLEO.** The CLEO, elected as Chairperson, shall serve a term of four (4) years, concurrent with the timeframe of the four-year state WIOA plan, or beginning from his or her date of election and can succeed him- or herself at the agreement of the other LEOs or until the CLEO properly notifies the body of LEOs of the intent to no longer serve. A new Chairperson will be selected by a majority vote of the body of LEOs.
- (a) The LEOs of this Agreement, may by a majority vote at a LEO consortium meeting, at which a quorum is present, remove any officer when, in its judgment, the best interest of the LWDA will be served thereby or when the officer is believed to not be performing his or her function, including compliance with conflict-of-interest requirements and attendance expectations. Intent to recall or remove an officer must be stated in the call of the LEO consortium meeting with notice provided to the officer to be removed and all other voting members at least five (5) days prior to the meeting. The Alabama Workforce Board and Executive Committee must be notified immediately of a change in the CLEO role.
- (b) Designation of the CLEO to serve as the signatory authority for the LEO. The CLEO shall be empowered to sign all legal and non-legal documents on behalf of the LEOs, as designated signatory authority.
- (c) Decisions that may be made by the CLEO on behalf of the LEOs. The CLEO shall in general be primarily responsible for the management of the programmatic and administrative affairs of the LEOs and for implementing the policies and directives of the LEOs; shall preside at all meetings of the LEOs; and have authority to sign contracts, proposals, plans, or other instruments which may be reasonably necessary to implement the provisions of WIOA, except in cases where the signing and execution thereof shall be expressly delegated or required by law to be otherwise signed or executed.
- (d) The name, title, and contact information of the appointed CLEO:

- (e) **Election of a New County Commission Chairperson.** Within thirty (30) business days of the election of a newly elected LEO, either participating as a signatory on the Agreement or as a participating LEO, the RWB must inform the new LEO of the responsibilities and liabilities, as well as the need to review and update any written agreements among the LEOs. Once the newly elected LEO has had an opportunity to review the Interlocal Agreement, the LEO shall submit an addendum acknowledging that he or she has read, understands, will comply with this LEO Agreement, and reserves the option to request

negotiations to amend the LEO Agreement at any time during the official's tenure as a LEO. This agreement will be reviewed within ninety (90) days of a county commission election to determine if updates are required.

(f) **Duties of the CLEO.** As required by WIOA § 121(a), the CLEO, in cooperation with the RWB, shall develop, administer, and approve the appropriate Memorandum of Understanding and Infrastructure Funding Agreement in establishing not less than one facility known as a One Stop Career Center in the [name of the local area] LWDA. The CLEO shall also:

- Review and approve the local four-year local plan developed by the RWB, as required by WIOA § 108(a);
- Review and approve actions taken by the RWB to designate One Stop Career Center Operators as required by WIOA § 121(d)(a);
- Review and approve the budget of the RWB, as required by WIOA § 107(d)(12)(A);
- Negotiate and reach agreement on local performance accountability measures with the RWB and the Governor as required by WIOA § 107(d)(9);
- Review and approve the RWB's annual budget request to the Secretary of Workforce and the Executive Committee to ensure that it is consistent with the Strategic Workforce Plan and that the membership of the RWB is consistent with WIOA and Alabama Workforce Transformation Act membership requirements; and
- Ensure that, consistent with § 25-15-7(d), the membership of the RWB does not exceed twenty (20) members and that the RWB does not expend state or federal workforce development funds, except pursuant to a categorical annual budget approved by the Secretary of Workforce.

(g) **Designation of Fiscal Agent.** In accordance with WIOA § 107(d)(12)(B)(i)(II), the CLEO may designate an entity to serve as local fiscal agent. Such designation does not relieve the CLEO of the liability for any misuse of grant funds as apportioned in this Agreement. The parties to this Agreement have agreed the Alabama Department of Workforce shall serve as Fiscal Agent for the [name of the local area] Local Workforce Development Area. The CLEO agrees that the designated fiscal agent has reliable internal controls for financial management and disbursement of funds. The fiscal agent shall disburse funds for grant activities at the discretion of the RWB.

(h) **Duties of the Fiscal Agent.** In general, the Alabama Department of Workforce as the Fiscal Agent for the Consortium of LEOs will be responsible for the following functions:

- Receive funds;
- Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA, and the corresponding federal regulations and state policies;
- Respond to audit financial findings;
- Maintain proper accounting records and adequate documentation;
- Prepare financial reports;
- Provide technical assistance to sub-recipients regarding fiscal issues;
- Procure contracts or obtain written agreements;
- Conduct financial monitoring of service providers; and

- Ensure independent audit of all employment and training programs.
- (i) **Liability and Resolving Disallowed Costs.** In general, liability for costs rests with the entity responsible for incurring the cost and recovery will be pursued with such entity for any disallowed cost. In the event the responsible entity cannot or will not assume liability for disallowed cost, the parties to this Agreement agree to share liability for the expenditures of funds made available under the WIOA to this local area, in accordance with § 107(d)(12)(B)(I) of WIOA. Parties agree to distribute such liability among the parties in proportion to the most recent population estimates available from the Department of Workforce at such time that any repayment of funds is required. The Fiscal Agent will calculate such liability based on the population estimates and present to the CLEO, who will provide a copy of documentation of all disallowed costs, to the LEO Consortium. Funds will be reimbursed to the Alabama Department of Workforce as required.
8. **Nomination, Composition, and Appointment of the Regional Workforce Board (RWB).** WIOA § (107)(c)(1)(A) authorizes the CLEO to appoint the members of the RWB in accordance with the criteria established under § 107(b) of the WIOA. Authority to appoint members to the RWB lies solely with the CLEO.
- (a) **Membership.** WIOA requires a minimum number of nineteen (19) required members for a RWB. It is recommended that CLEOs appoint 19 members to the RWB so that 10 business representatives achieve a majority, thereby permitting four (4) workforce representatives; two (2) education and training representatives; and three government and economic representatives to fill out the complement of members. The composition of the RWB shall not include more than twenty (20) members and must meet the following criteria:
- A majority (at least 51 percent) of the RWB members shall represent businesses in the local area who:
 - Are owners of a business, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority.
 - Represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations.
 - Are appointed from individuals nominated by local business organizations and business trade associations.
 - Not less than 20 percent of the RWB members shall be representatives of the workforce within the local area who:
 - Shall include at least two representatives of labor organizations nominated by local labor federations. For a local area in which no employees are represented by such organizations, at least two other representatives of organizations representing employees will be included.
 - Shall include at least one representative of a labor organization or a training director from a joint labor-management apprenticeship program. If no union affiliated registered apprenticeship programs exist in the area, a representative of a non-union affiliated registered apprenticeship program must be appointed, if one exists.

- May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or provide/support competitive integrated employment for individuals with disabilities.
 - May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth.
 - Each RWB shall include representatives of entities administering education and training activities in the local area who:
 - Shall include a representative of eligible providers administering adult education and literacy activities under Title II of WIOA.
 - Shall include a representative of institutions of higher education providing workforce investment activities, including community colleges.
 - May include representatives of local educational agencies and community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.
 - Each RWB shall include representatives of economic and community development as well as governmental entities serving the local area who:
 - Shall represent economic and community development entities serving the local area.
 - Shall represent programs carried out under Title I of the Vocational Rehabilitation Act of 1973 serving the local area.
 - Shall represent the state employment service office under the Wagner-Peyser Act.
 - May include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance.
 - May include representatives of philanthropic organization serving the local area.
 - Each RWB may include other individuals as the CLEO deems to be appropriate, so long as the membership of the RWB does not exceed twenty (20) members.
 - Documentation of the nomination.
 - The members of the RWB must elect a chairperson for the RWB from among the representatives of business.
 - An individual may be appointed as a representative of more than one entity if the individual meets the criteria for representation of each entity respectively.
 - Notice must be given to the AWB and the Secretary of Workforce upon the appointment or leave of any RWB member within 14 days of the action.
 - The AWTA requires CLEOs to consult with the Secretary of Workforce before making appointments to RWBs.
- (b) **Terms.** The terms of the RWB membership shall be four (4) years. Member terms will be staggered so all terms do not expire at the same time. After June 30, 2025, the CLEO shall appoint, or reappoint, RWB members, by lot, to a sequence of staggered one-, two-, three-, and four- year terms of office to ensure that only a portion of the AWB membership expires each year.

- (c) **Nomination.** Nominations shall be solicited by the CLEO from entities of business, government, or community development. Nominations must come from the heads of organizations, specifically those representing businesses, labor, education, and economic and community development. The CLEO acts as the signatory on behalf of the other LEOs and has final authority to select members to serve on the RWB. To approve the nomination of each individual selected to serve on the RWB, the following documentation is required:
- A Nomination Form signed by the CLEO; and
 - A Conflict-of-Interest Form signed by the nominee to the RWB; and
 - A recommendation letter from the head of the organization the nominee represents. This letter must identify the individual being nominated and must also acknowledge the nominee's optimum policymaking authority. Additionally, the CLEO shall ensure that the composition of the RWB is fair and equitable across the RWB. Staff to the RWB, fiscal agent staff, staff employed by one-stop operators, and contracted service providers shall be prohibited from both nominating members to the RWB or serving on the RWB to avoid conflicts of interest.
- (d) **Appointment and Certification.** RWB member appointments must be signed by the CLEO and submitted to the chair of the RWB, the chair of the Alabama Workforce Board, and the Secretary of Workforce using the RWB Member Nomination Form. Completed nomination forms and required documents must be submitted to the Department of Workforce at RWB@workforce.alabama.gov for review. Once the nomination form has been reviewed, the RWB will receive a follow-up letter of certification or denial within seven (7) business days; the letter will also make a request for additional information when submitted documentation is insufficient to decide. The member may not be seated on to the RWB until a certification letter from the Department of Workforce has been received to affirm the appointment. A member who has a change of employment that results in a change of membership classification must resign or be removed by the CLEO immediately as a representative of that entity.
- (e) **Vacancies and Removal.** Any vacancy occurring on the RWB will be filled in a reasonable time, as defined as the period between the date of resignation and the date of the second subsequent regularly scheduled RWB meeting, and not to exceed twelve (12) months. A member of the RWB will be removed for cause by the CLEO, if any of the following occurs:
- Documented violation of conflict of interest;
 - Failure or refusal to work cooperatively with the RWB and to abide by the bylaws;
 - Documented proof of fraud or abuse; and
 - Failure to meet RWB member representation requirements as defined in WIOA.

Removal of a member shall also constitute removal as an officer of the RWB and as a member of all committees of the RWB. Intent to remove a member must be stated in the call of the meeting and be provided to all voting members at least five (5) days prior to the meeting. The CLEO, with the consent of the RWB Chair, may declare a vacancy when any non-ex officio member misses three (3) consecutive AWB meetings without good cause. Members who provide notification verbally or in writing (email) shall be deemed to have good cause. A member who has a change of employment that results in a change of membership classification must resign or be removed by the CLEO immediately as a representative of that entity. Documentation of RWB member violations

and subsequent removal will be maintained by the RWB in the form of attendance logs, conflict-of-interest forms, and other documentation deemed necessary. A Board member subject to removal may appeal by submitting a letter in writing within thirty (30) days of removal to the CLEO stating reasons to remain as an active member of the RWB. A committee composed of the CLEO, Secretary of Workforce, and the RWB chairperson will review the appeal and decide prior to the next scheduled date of the RWB.

9. **Dispute Resolution.** In the event that an impasse should arise between the LEOs regarding the CLEO election, the terms and conditions, the performance, or administration of this Agreement, or the execution of other responsibilities under WIOA, the parties agree to attempt to resolve disputes by mutually satisfactory negotiations in lieu of litigation. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties.
10. **Local Board Budget Approval.** Annually, in accordance with WIOA § 107(12)(A), the RWB will develop the RWB budget upon notification of allocations from the Department of Workforce. A RWB shall submit an annual budget request to the Secretary of Workforce and the Executive Committee that is consistent with the Strategic Workforce Plan. A RWB may not expend state or federal workforce development funds except pursuant to a categorical annual budget approved by the Secretary of Workforce. The RWB will approve the budget by majority vote.
11. **Amendments.** It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality herewith. All amendments or changes must be submitted to the RWB and the Department of Workforce. No unilateral alteration of this Agreement shall be made. Modification to the Agreement by any LEO must be mutually negotiated and all requests to modify the Agreement must be presented in writing to the CLEO, RWB chair, Alabama Workforce Board Chair, and the Secretary of Workforce.
12. **Effective Date.** This Agreement and any amendments hereto shall be effective between and among each county adopting this Agreement as of the date of the signing by the CLEO, pursuant to the Governor's designation of the aforementioned [number of local are counties] counties, for execution of activities authorized by WIOA.
13. **Termination and Duration of Agreement.** This Agreement becomes effective upon acceptance by all parties for execution of activities authorized by WIOA and shall remain in force until such time a LEO calls for a modification, amendment, alteration of the terms or conditions contained herein or a maximum of two (2) years from the latest fully executed agreement.

This Agreement is entered into by and on the behalf of:

Name _____

Title _____

County Commission _____

Signature _____

Name _____

Title _____

County Commission _____

Signature _____

Name _____

Title _____

County Commission _____

Signature _____

This agreement is effective July 1, 2025, as signified by signature of the Chief Elected Official.

Name _____

Title _____

County Commission _____

Signature _____

Fiscal Agent Contact In accordance with WIOA § 107(d)(12)(B)(i)(II), the parties to this Agreement have agreed the Alabama Department of Workforce shall serve as Fiscal Agent for the [name of the local area] LWDA. The name, representation, contact information and signature of the Fiscal Agent is as follows. By signing this document, the Fiscal Agent verifies that he or she has read and understands the responsibilities and liabilities of the role as sub-recipient described in WIOA § 107(d)(12)(B)(i)(II).

Name _____

Title _____

Department Name _____

Signature _____

Date _____