

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE
FIRST TENNESSEE DEVELOPMENT DISTRICT WORKSITE
AGREEMENT FOR WIOA PROGRAMS TO RECEIVE
REIMBURSEMENT FUNDS

WHEREAS, First Tennessee Development District (FTDD), serving as an administrative and fiscal agent for the Tennessee Department of Labor and Workforce Development, facilitates employment opportunities for Youth (ages 14-24), Adults, and Dislocated Workers through the Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, under the WIOA Title I program, the city may receive reimbursement for up to 400 hours of wages paid to individuals who meet the program's eligibility criteria; and

WHEREAS, participants will be hired by the city on a temporary basis and the city will maintain all control over hiring or termination decisions; and

WHEREAS, because staffing for our summer programs and seasonal work requires many temporary employees throughout several departments in the city, this program has the potential to significantly save the city in wages for temporary labor.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the First Tennessee Development District Worksite Agreement is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized to execute, in a form approved by the city attorney, and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the First Tennessee Development District Worksite Agreement, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, as set out below:

**Workforce Innovation and Opportunity Act
First Tennessee Development District
Worksite Agreement**

First Tennessee Development District (FTDD) is an Administrative and Fiscal Agent for the Tennessee Department of Labor and Workforce Development (TDLWD). FTDD contracts employers to provide employment, education and training services to Youth, Adults and Dislocated Workers, some of whom have significant barriers to employment namely, disabled, low income, veterans, justice-involved, receipt of government support, including SNAP or TANF.

This program aims to develop future generations of the workforce in Northeast Tennessee, by reimbursing employers for wages paid to youth who may lack professional work experience. The purpose of this worksite agreement is to provide the employer with a method of reimbursement for their participation in the training program, by the State of Tennessee through the local workforce development board.

The employer agrees to abide by all department of labor guidelines and provide Workers Compensation Insurance for all program participants. FTDD will reimburse the employer for the agreed upon wages paid to participants at a rate not less than minimum wage.

Reimbursement requests will be submitted bi-weekly or monthly, as agreed upon by the employer and the Youth Coordinator. The training period will be outlined in the Statement of Work or job description.

Both parties agree to abide by the following conditions:

1. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination or denied employment, in connection with any such program because of race, color, religion, sex, national origins age, disabilities, political affiliation or belief.
2. Participants shall not be employed in the construction, operation, or maintenance of any facility that is used for sectarian instruction or as a place for religious worship.
3. With respect to terms and conditions affecting, or rights provided to, individuals who are participants in activities supported by funds approved under such individuals shall not be discriminated against solely because of their status as participants.
4. Authorized representatives of FTDD, TOOL, OIG, and USDOL must be allowed on the premises at all reasonable hours for monitoring of the worksites, including for counseling participants, inspecting safety procedures, and other working conditions.
5. The Secretary of Labor, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to books, documents, papers, and records of the State and Local Government, their sub-grantees and Contractors which are pertinent to the specific grant program under and for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
6. The employer agrees to provide working conditions that will meet health and safety regulations and abide by Child Labor Laws.
7. No currently employed worker should be displaced by a work experience participant, including partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits.
8. The Employer agrees to furnish meaningful work and training for the participant within the purpose and scope of the program. Participants must be continuously occupied with productive work.
9. The Employer agrees to the following conditions:
 - To adhere to **WIOA** Rules and Regulations including the verification of time and attendance records.
 - To comply with Drug-Free Workplace laws.
 - To provide participants with an orientation regarding breaks,
 - To comply with all requirements as set forth in the Supervisor's Manual and complete all required forms.
 - To ensure that no participant will be involved in religious or political activities during working hours.
 - To always provide supervision to program participants.
 - That all supervisors and alternate supervisors will be familiarized and oriented with 'work experience' information.
 - The participants will perform the work activities described in the attached Statement of Work or job description. If the activities at the worksite change, the Employer agrees to notify FTDD immediately so the Statement of Work or job description may be modified.
10. FTDD may unilaterally modify this agreement by memorandum. This agreement shall be effective from the date of execution until termination of the project by either party with one day's advance notice or sooner if warranted.

In witness whereof, the parties hereto have executed this agreement as of the latest date appearing below, and in signing and thereby validating this worksite agreement, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as its signatory official,

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the public.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 18th day of February, 2025.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY