

**INTERLOCAL AGREEMENT BY AND BETWEEN THE LOCAL ELECTED OFFICIALS OF THE
NORTHERN MIDDLE TENNESSEE LOCAL WORKFORCE DEVELOPMENT AREA OF
CHEATHAM, DAVIDSON, DICKSON, HOUSTON, HUMPHREYS, MONTGOMERY,
ROBERTSON, RUTHERFORD, STEWART, SUMNER, TROUSDALE, WILLIAMSON, AND
WILSON COUNTIES**

1) Purpose of This Agreement: Describe the purpose and the term of the Interlocal Agreement:

The Interlocal Agreement defines the duties and responsibilities and liabilities between the Local Elected Officials LEO's (County Mayors/County Executives) of the thirteen counties comprising the Northern Middle Tennessee Workforce Development Area (NMTWDA) Consortium of Mayors. This agreement provides an organized plan for the Chief Local Elected Official (CLEO) and Local Elected Officials (LEOs) to carry out how the local area will operate. The term of this agreement will be for two (2) years from July 1, 2024 through June 30, 2026.

2) Participating Local Elected Officials:
See Appendix A of this agreement.

3) Designation of a Chief Local Elected Official (CLEO):

The Northern Middle Tennessee Workforce Development Area consists of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson and Wilson counties. Each county has a Local Elected Official (LEO) that is the County Mayor/Executive that is elected through popular vote from time to time. Each LEO is fiscally liable for the Workforce Innovation and Opportunity Act funds that flow from the state to the county mayors and to the fiscal agent for Northern Middle Tennessee Local Workforce Board (NMTWDB) and also provide guidance on a number of WIOA activities as outlined in 20 CFR 679.420. The thirteen 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 Northern Middle Tennessee Workforce Board is aligned with the intent, purpose and in agreement with the LEOs.

a. The LEOs will elect by majority vote (51%) a Chief Local Elected Official (CLEO) for the NMTWDA Consortium of Mayors. If the CLEO is not performing their function, then the LEO's may unseat the CLEO by a two-thirds (66%) majority vote. The decisions that can be made by the CLEO on behalf of the LEOs and to avoid conflicts of interest the duties of the CLEO are:

- Appoint the fiscal agent and the administrative entity
- The CLEO will serve for a term of 2 years
- The CLEO serves as the signatory for the LEO's and acts as local grant recipient and liable or funds allocated to the area according to Section 6 of this agreement.

- Appoint members to the NMTWDB and provide input to Board Bylaws
 - Submit regional and local plans
 - On behalf of the Consortium of Mayors develop a partnership agreement with the NMTWDB and oversee AJC system
 - Approve the recommendations of NMTWDB regarding the annual budget and the selection of the One Stop Operator
 - Negotiate local performance measures in conjunction with the NMTWDB and area designation and certification
- b. The Chief Local Elected Official (CLEO) for NMTWDA is Mayor Bob Rial of Dickson County(4 Court Square, Charlotte, TN 37036). The CLEO shall have signatory authority to execute all binding agreements pertaining to WIOA including plans, agreements and grants under Section 107 of WIOA.

4) Grant recipient and Signatory:

Pursuant to Section 107(d)(12)(B)(i)(I) of WIOA the consortium of Mayors (LEOs) of the NMTWDA assume the responsibility for receipt and disbursal of funds. It shall include the assumption of pro-rata responsibility for misuse of funds under Sections 128 and 133 of WIOA. Contracts of expenditure of WIOA funds will be signed by the CLEO.

5) Liability of Funds:

See Appendix C for percentage share of liability funds in the event of misuse or misappropriation. The LEOs retain responsibility for appropriate use and distribution of any and all funds allocated to the area through WIOA and shall be liable for any misuse of the funds in proportion to their representation. The current census population of the NMTWDA will be used for distribution of misuse of funds prorated based on those population estimates by county.

6) Fiscal Agent:

Workforce Essentials is the fiscal agent for the LWDA and shall be responsible of all funds and activities by the direction of the Board in agreement with the LEOs and pursuant to the requirements of WIOA.

7) Resolving Disallowed Costs:

Reconciling disallowed costs and liability for those costs will first rest with the entity incurring those costs. Members of this agreement will retain responsibility for the appropriate use and distribution of any and all funds allocated to the Northern Middle Tennessee Workforce Area through WIOA, and shall be liable for the misuse of the funds in proportion to their representation as documented in Appendix C.

8) LWDB Member Representation:

All board members approved by the CLEO should be in positions of optimum policy-making authority within each of the entities they are representing; even those representing more than one. The NMTWDB will have the following representation.

- a. A majority of the members of the board shall be representatives of business in the local area, who-
- (i) Are owners of businesses, chief executives, or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
 - (ii) Represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupation in the local area; and
 - (iii) Are appointed from among individuals nominated by local business organizations and business trade associations;
- b. Not less than 20 percent of the members of the NMTWDB shall be representatives of the workforce within the local area, who -
- (i) Shall include representatives of labor organizations who have been nominated by local labor federations, or other representatives of employees;
 - (ii) Shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program;
 - (iii) 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 that provide or support competitive integrated employment for individuals with disabilities; and
 - (iv) May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth
- c. The NMTWDB shall include representatives of entities administering education and training activities in the local area, who-
- (i) Shall include a representative of eligible providers administering adult education and literacy activities under Title II;
 - (ii) Shall include a representative of institutions of higher education providing workforce investment activities (including community colleges);
 - (iii) May include representatives of local educational agencies, and of community based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment
- d. The NMTWDB shall include representatives of governmental and economic and community development entities serving the local area, who-
- (i) Shall include a representative of economic and community development entities;
 - (ii) Shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;
 - (iii) Shall include an appropriate representative of the programs carried out under Title I of

the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than Section 112 or part of that title (29 U.S.C. 732, 741), serving the local area;

(iv) May include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and

(v) May include representatives of philanthropic organizations serving the local area;
And

e. The NMTWDB may include such other individuals or representatives of entities as the local elected official in the local area may determine to be appropriate.

Special Rule - If there are multiple eligible providers serving the local area by administering adult education and literacy activities under Title II, or multiple institutions of higher education serving the local area by providing workforce investment activities, each representative on the local board described in clause (i) or (ii) of paragraph (2)(C), respectively, shall be appointed from among individuals nominated by local providers representing such providers or institutions, respectively (WIOA Section 107(b)(2)(A)-(E), and (b)(6)).

The CLEO and LEOs will follow the nomination guidelines of the state workforce policy for Local Governance and with assistance of NMTWDB staff, align the actual membership to meet WIOA requirements and demographic nature of both business and population. The CLEO will ensure board member selections, removed or reappointed, follow the guidelines outlined in article 5 of the Northern Middle Board By-Laws.

The CLEO, in conjunction with recommendations from the LEOs, will appoint members based upon a weighted percent population matrix to assure that all counties are represented on the NMTWDB. The Board size will be capped at 23 members to promote efficiency.

Counties with less than 10% of total population --1 member each

Counties with 10%-19% of total population - 2 members each

Counties with 20%-29% of total population -3 members each

Counties with 30% or more of the population -4 members each

*In addition-no more than 4 members are state appointments (TDL&WFD, VR, Higher Ed, Adult Ed, etc.) covering the entire area.

9) Communication:

The CLEO shall meet at a minimum annually with the LEOs to review and communicate activities of the Northern Middle Tennessee Workforce Board (NMTWDB). Additionally, LEOs are Ex-Officio members of the NMTWDB and attend NMTWDB meetings regularly, receive updates from Board staff and approve required actions. A joint meeting between the LEO's and the Northern Middle Board will be held annually. The provisions of this agreement notwithstanding, communication between NMTWDB members and LEOs are conducted through normal course of business as deemed necessary by the members.

10) LWDB Budget Approval:

The annual budget for the NMTWDA is prepared by staff to the NMTWDB, reviewed and amended by the Budget Committee of the NMTWDB before going before the full Board for a vote. This is done annually in accordance with WIOA Section 107(d)(12)(A) after notification from the TN Department of Labor and Workforce Development of allocations to be allotted to the NMTWDA. The NMTWDB will approve the budget by majority vote of 51% and submit to the CLEO for approval. The CLEO will approve the annual budget on

behalf of the LEO's. Fiscal monitoring by Board staff is conducted quarterly and results are reported to the Northern Middle Board during quarterly meetings.

11) LWDB Performance:

The CLEO and LEOs will monitor and review performance to assure a high level of services and staffing in all American Job Centers in the NMTWDA in order to meet the needs of the employers and job seekers according to the policies and procedures set forth by the Tennessee Department of Labor and Workforce Development in addition to the Workforce Innovation and Opportunity Act to include:

1. Communication with Board members from their County as outlined in Section 9 of this agreement;
2. Quarterly dashboard distribution of metrics and events to include goals and objective status by the One Stop Operator;
3. Attendance of quarterly NMTWDB quarterly meetings of which LEO's are Ex Officio members of the Board;
4. Individual requests to the Board staff from time to time;
5. Inclusion of State Workforce dashboards and State Workforce Board quarterly meetings;
6. Review and signature requirements, especially of the CLEO, of financial documents between the fiscal agent and the Tennessee Department of Labor and Workforce Development.

12) Dispute Resolution:

In carrying out their LEO responsibilities, in the event that an impasse should arise between the LEOs regarding terms, conditions, performance or administration of this agreement and in the Northern Middle Tennessee Workforce Area (NMTWDA), 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 recognize their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties. If that fails the CLEO will appoint a committee of informed individuals to hear the matter and make a recommendation to resolve the dispute. The committee shall report the results and resolution to all thirteen LEOs.

13) Election of a County Mayor: See Appendix D

Selection of the CLEO will be through election of the majority of the 13 county Mayors/Executives. When a new CLEO is elected for the NMTWDA, or if a LEO is elected in a county, (within 60 business days) they will submit a letter to the NMTWDB and State Workforce Board and placed on file with the Board that they have read and understand this agreement. They also reserve the right, after reading the agreement that they have options to conduct negotiations with the Board or with the CLEO or other LEO's to amend the Interlocal Agreement during the person's tenure as an official. The request for negotiations will be in writing to the CLEO, NMTWDB Chair and to the One Stop Operator stating their concern or change and the reasons for the proposed change. The CLEO, other LEO's, NMTWDB Chair and One Stop Operator will conduct negotiations in good faith to amend the agreement. If this fails in the negotiation process then the CLEO will adhere to Section 4 and 7 Dispute Resolution guidance to finalize the issue. Election of a new County Mayor/Executive requires the newly selected Mayor/Executive to submit a written statement to the NMTWDB and state workforce Board that they have read and understand this agreement and the letter must be kept on file by

the Board.

14) Amendment or Change to the Interlocal Agreement:

Any amendment or change to the Interlocal Agreement will be sent to the NMTWDB and the Tennessee Department of Labor and Workforce Development Program Integrity Unit upon final signage of the agreement. Amendments to this agreement can only be done in writing and be executed by the parties and their signatories. The written document must be executed with the same formality and of equal dignity herewith.

Appendix A: Signature of LEOS's

Name: Mr. Kerry McCarver
Representation: Cheatham County Mayor
Contact Information: Cheatham County Courthouse
100 Public Square
Ashland City, TN 37015
(615) 792-4316

Signature:  **Date:** 6/17/2024

Name: Mr. Freddie O'Connell
Representation: Davidson County Mayor
Contact Information: 1 Public Square, Ste 100
Nashville, TN 37201
(615) 865-5000

Signature: _____ **Date:** _____

Name: Mr. Bob Rial
Representation: Dickson County Mayor (CLEO)
Contact Information: Dickson County Courthouse
P.O. Box 267: Courthouse Square
Charlotte, TN 37036
(615) 789-7003

Signature:  **Date:** 6/17/2024

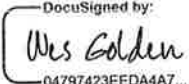
Name: Mr. Joey Brake
Representation: Houston County Mayor
Contact Information: Houston County Courthouse, Room 101
4725 East Main Street
Erin, TN 37061
(931) 289-3633

Signature: _____ **Date:** _____

Name: Mr. Mike Pogreba
Representation: Humphreys County Executive
Contact Information: Humphreys County Courthouse
Annex 102 Thompson Street
Waverly, TN 37185
(931) 296-7795

Signature: _____ **Date:** _____

Name: Mr. Wes Golden
Representation: Montgomery County Mayor
Contact Information: Montgomery County Courthouse
P.O. Box 368; One Millennium Plaza
Clarksville, TN 37041
(931) 648-5787

Signature:  _____ **Date:** 6/16/2024

Name: Mr. Billy Vogle
Representation: Robertson County Mayor
Contact Information: Robertson County Courthouse
Main Street, Room #108
Springfield, TN 37172
(615) 387-2476

Signature: _____ **Date:** _____

Name: Mr. Joe Carr
Representation: Rutherford County Mayor
Contact Information: Rutherford County Courthouse
One Public Square, Room 101
Murfreesboro, TN 37130
(615) 898-7745

Signature: _____ **Date:** _____

Name: Mr. Robert "Boo" Beecham
Representation: Stewart County Mayor
Contact Information: Stewart County Courthouse
P.O. Box 487; 226 Lakeview Drive
Dover, TN 37058
(931) 232-3100

Signature: _____ **Date:** _____

Name: Mr. John Isbell
Representation: Sumner County Mayor
Contact Information: Sumner County Administrative Building 355
Northern Belvedere Drive N Ste #102
Gallatin, TN 37066
(615) 452-3604

Signature: _____ **Date:** _____

Name: Mr. Jack McCall
Representation: Trousdale County Mayor
Contact Information: Trousdale County Courthouse
328 Broadway, Room 10
Hartsville, TN 37074
(615) 374-2461

Signature: _____ **Date:** _____

Name: Mr. Rogers Anderson
Representation: Williamson County Mayor
Contact Information: Williamson County Courthouse
1320 W. Main, Ste 125
Franklin, TN 37064
(615) 790-5700

Signature: _____ **Date:** _____

Name: Mr. Randall Hutto
Representation: Wilson County Mayor
Contact Information: Wilson County Courthouse
228 East Main Street, Room 104
Lebanon, TN 37087
(615) 444-1383

Signature:

_____ **Date:** _____

Appendix C:

The LEOs must sign to acknowledge their responsibility of financial liability as the recipients of grant funds.

Utilize this section to describe the percentage or amount of liability assigned to each county or local unit of government in terms of fiscal responsibility in the event of misuse or misappropriations of WIOA funds. This is required under 20 CFR 683.710 (b)(2). Percentage is calculated through utilization of the most recent US Census data.

County: Cheatham

Percent Liability 2%

DocuSigned by:
Kerry McCarver
53DE88145C9E4AF...

Mr. Kerry McCarver

County: Davidson

Percent Liability 34.3%

Mr. Freddie O'Connell

County: Dickson

Percent Liability 2.6%

DocuSigned by:
Bob Rial
B1D42316DE2F418...

Mr. Bob Rial

County: Houston

Percent Liability 0.4%

Mr. Joey Brake

County: Humphreys

Percent Liability 0.9%

Mr. Mike Pogreba

County: Montgomery

Percent Liability 10.5%

DocuSigned by:
Wes Golden
04797423EEDA4A7...

Mr. Wes Golden

County: Robertson

Percent Liability 3.5%

Mr. Billy Vogle

County: Rutherford

Percent Liability 16.3%

Mr. Joe Carr

County: Stewart

Percent Liability 0.7%

Mr. Robert Beecham

County: Sumner

Percent Liability 9.4%

Mr. John Isbell

County: Trousdale

Percent Liability 0.5%

Mr. Jack McCall

County: Williamson

Percent Liability 11.9%

Mr. Rogers Anderson

County: Wilson

Percent Liability 7.1%

Mr. Randall Hutto

Appendix D.

I hereby acknowledge that I have read, understand, and will comply with:

- Interlocal Agreement By and Between the Local Elected Officials (LEO's) of the Northern Middle Tennessee Local Workforce Development Area of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson Counties.
- The Partnership Agreement By and Between the Consortium of Local Elected Officials (LEO's) of Cheatham, Davidson, Dickson, Houston, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Sumner, Trousdale, Williamson, and Wilson Counties.

Newly Selected LEO:

Name:

Representation:

Contact Information:

Signature: _____

Date: _____