

**CONSORTIUM AGREEMENT
BY AND BETWEEN THE
CHIEF ELECTED OFFICIALS OF
DAVIDSON, RUTHERFORD, WILSON, AND TROUSDALE COUNTIES**

This Agreement is entered into on this 1st day of March 2007, by and between The Chief Elected Officials of Davidson, Rutherford, Wilson, and Trousdale Counties, all political subdivisions of the State of Tennessee (hereinafter referred to as the Consortium) pursuant to the Workforce Investment Act of 1998, Pub. L. No. 105-220, 112 Stat. 936 (1998) (codified at 29 U.S.C. §2801 et seq.)¹

WITNESSETH

WHEREAS, the Workforce Investment Act of 1998 was enacted by the Congress of the United States and signed into Law by the President of the United States, has developed a unified training system that will increase the employment, retention and earnings by participants, and as a result improve the quality of the workforce, reduce welfare dependency, and enhance productivity and competitiveness; and

WHEREAS, the Workforce Investment Act of 1998 (the "Act") requires the Governor to designate a Local Workforce Investment Area ("LWIA") to promote the effective delivery of job training services and further provides that a consortium of general purpose local governments may constitute such an area; and

WHEREAS, each of the parties to this agreement desires that its county be included in a regional job training program to avail its citizens of the benefits of the Act; and

WHEREAS, the Governor has designated the parties to this Agreement as a LWIA for the purposes of the Act; and

WHEREAS, the parties desire to maintain such designation as jointly agreed upon on March 1, 2000; and

WHEREAS, the Act requires the establishment of a Local Workforce Investment Board (the "Board") to provide policy guidance and exercise oversight of activities under the job training program for its workforce development region in partnership with the general purpose local governments within its LWIA; and

WHEREAS, it is the responsibility of the Consortium to determine procedures and policies for the development of a workforce investment plan, to select a grant recipient, fiscal agent, administrative entity, and to designate One-Stop Operator(s).

NOW, THEREFORE, the parties agree as follows:

All reference citations to the Act are from Public Law No. 105-220

1. Geographical Area to be Served by this Agreement

The geographical area that will be served by this Agreement is the combined geographical area of each of the four (4) member counties.

2. Responsibilities of Workforce Development Consortium

The purpose of this agreement is to define the roles and responsibilities of each party for purposes of carrying out the duties of the Chief Elected Official under the Act. These duties include, but may not be limited to:

- A. Appointing the members of the Board in accordance with Section 117 of the Act and Section 4 of this Agreement. These members will serve the functions described in Section 117(d) of the Act;
- B. Entering into an agreement with the Board designating One-Stop operator(s) as described in Section 117(d) of the Act.
- C. Reviewing and approving all plans prepared under Section 117(d) of the Act and jointly submit, along with the Board, said plans to the Governor; and
- D. Performing any other appropriate duties necessary for the accomplishment of and consistent with the purposes of this Agreement and the Act.
- E. Each member of the Consortium shall have the opportunity to vote on matters before it. Such vote shall be representative of the pro-rata share of population as determined in Section 4 of this Agreement.

3. Grant Recipient

A. The Consortium agrees to assume the responsibility for receipt and disbursement of funds allocated to its members under the Act. Such responsibility shall be consistent with Section 117(d)(3)(B)(i)(I)-(III) of such Act, and shall include the assumption of pro-rate responsibility for any misuse of funds allocated to the Consortium under Sections 128 and 133.

B. The Consortium jointly agrees to designate the Metropolitan Nashville and Davidson County Mayor ("Metropolitan Mayor") as the Chief Elected Official to serve as the local Grant Recipient, according to Section 117(d)(3)(B)(i)(I) of the Act.

C. Pursuant to Section 117(d)(3)(B)(i)(II) of the Act, the Consortium agrees to designate, the Metropolitan Government of Nashville and Davidson County, by and through the Nashville Career Advancement Center or its successor, as the Grant Sub-recipient/Administrative Entity and local fiscal agent for the local area. As the Grant Sub-recipient/Administrative Entity and local fiscal agent, the Nashville Career Advancement Center or its successor shall be responsible for the administration of all funds and activities at the direction of the Board pursuant to the requirements of the Act. The members of the Consortium retain responsibility for appropriate use and distribution of any and all funds allocated to the Consortium through such Act and shall be liable for any misuse of the funds in proportion to their representation.

D. The Metropolitan Mayor shall serve as Chairperson of the Consortium. The Consortium may elect a Vice-Chairperson to fulfill the role of Chairperson, should the Chairperson be unable to preside.

E. Subject to the approval of the Consortium, the Metropolitan Mayor shall have signatory authority to execute any and all binding agreements which pertain to the execution of responsibilities as outlined throughout the Act, including, but not limited to, plans, agreements, and grants with the Board, as established under Section 117 of the Act.

4. Composition and Appointment of the Board

A. The Consortium jointly accepts responsibility for the appointment of members to the Board, in accordance with Section 117(c)(1)(B)(i)(I) of the Act. As it pertains to appointments to the majority membership, as determined by Section 117(b)(4), each individual unit of government within the Consortium shall appoint members according to the unit's pro-rata share of population within the Consortium.

The Board is constituted in accordance with the requirements of Section 117 of the Act with the initial pro-rata share as follows.

Davidson County:	Sixty-four Percent (64%)
Rutherford County:	Twenty-four Percent (24%)
Trousdale County:	One Percent (1 %)
Wilson County:	Eleven Percent (11 %)

After July 1, 2008, such calculations may be adjusted by agreement of the Consortium and in accordance with the Act.

B. Members shall be appointed for fixed terms and may serve until their successors are appointed. Any vacancy in the membership of the Board shall be filled in the same manner as the original appointment. Any member of the Board may be removed for cause in accordance with procedures established by the Board.

C. A majority of the Board shall be representative of the private sector, which shall be owners or chief executives of businesses, or other business executives or employers with optimum policymaking or hiring authority. They shall represent businesses with employment opportunities that reflect the employment opportunities of the local area; and they shall be appointed from among persons nominated by local business organizations and business trade associations. The Chairman of the Board shall be a representative of the private sector and shall be selected by the membership of the Board.

D. The Metropolitan Mayor shall appoint the remaining members of the Board after consultation with Consortium members in accordance with Section 117(b)(2) of the Act. These remaining members shall reasonably represent the local area as a whole and shall represent education, labor, health and human services and others.

E. The Consortium shall solicit nominations for membership appointment to the Board. Such nominations shall be consistent with the requirements of Section 117(b)(2). Proposed nominees shall be appointed by the appropriate elected official described above, and submitted by the Metropolitan Mayor to the Governor for certification in accordance with Section 117(c)(2) of the Act.

F. Subsequent to certification as above, the Metropolitan Mayor, on behalf of and with the approval of the Consortium, may execute an Agreement with the Board outlining the roles and

responsibilities of each party and shall include policies and procedures for replacement or removal of Board members.

- G. Furthermore, the Metropolitan Mayor, on behalf of and with the approval of the Consortium, shall approve the budget for carrying out the duties for and by the Board as mandated by Section 117(d)(3)(A).

5. Selection of One Stop Operator (s):

Pursuant to Section 117(d)(2)(A)(i), the Board with the agreement of the Metropolitan Mayor, acting with the approval of the Consortium, shall designate or certify one-stop operators consistent with Section 121(d)(2)(A) of the Act. The Consortium hereby agrees that any entity so designated or certified shall include the Nashville Career Advancement Center or its successor as a member.

- 6. Term of Agreement:** The Consortium and this Agreement shall be effective beginning as of the date of this Agreement and shall continue for a term of one (1) year automatically renewing for successive one (1) year periods upon the execution date of this agreement unless either party gives 30 (thirty) days written notice that it does not wish to renew the Agreement, but in no event shall the term of this agreement exceed five (5) years.

- 7. Modification of Agreement:** This Agreement may be modified only by a written amendment executed by all parties and their signatories hereto.

8. Performance

The performance by Davidson, Rutherford, Wilson and Trousdale counties of any of their obligations under this Agreement shall be subject to and contingent upon the availability of funds.

9. Survivability

In the event one section, subsection or part of this Agreement is found to be invalid in its compliance with applicable law, or is contested and successfully challenged in a court of law or other legal forum, only that section, subsection or part that has been affected by such proceedings shall be changed or deleted and the remainder of this Agreement shall maintain its full force and effect and shall remain legally binding on all parties hereto.

THIS AGREEMENT IS ENTERED
INTO ON BEHALF OF:

DAVIDSON COUNTY

Bin Peun
Metropolitan Mayor

APR - 4 2007
Date

APPROVED AS TO FORM:

Theodore G. Manning
Metropolitan Attorney

ATTEST:

BY: *Marilyn S. Buring*
Metropolitan Clerk

RUTHERFORD COUNTY

Ernest A. Berger
Chief Elected Official

4-18-2007
Date

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

BY: *Georgia Lynch*
Rutherford County Clerk

WILSON COUNTY

Robert Redman
Chief Elected Official

4-18-07
Date

APPROVED AS TO FORM:

Mabel R. Jennings
County Attorney

ATTEST:

BY: *[Signature]*
Wilson County Clerk

TROUSDALE COUNTY

[Signature]
Chief Elected Official

4/23/07
Date

APPROVED AS TO FORM:

[Signature]
County Attorney

ATTEST:

BY: *Chita Crowder*
Trousdale County Clerk

SIGNATURE PAGE

This plan modification represents the LWIA #9 - Workforce Investment Board's efforts to maximize resources available under Title I of the Workforce Investment Act (WIA) of 1998 and to coordinate these resources with other state and local programs in this workforce investment area.

This plan modification is submitted for the period of July 1, 2007 through June 30, 2008 in accordance with the provisions of the Workforce Investment Act. We further certify that we will operate our Workforce Investment Act Program in accordance with this plan and applicable federal and state laws and regulations.

Workforce Investment Board Chair

Chief Local Elected Official



Signature



Signature

Nancy Eisenbrandt

Name

Bill Purcell

Name

Middle TN Workforce Investment Board Chair

Title

Mayor Nashville and Davidson County

Title

MAY - 8 2007

Date

MAY 1 0 2007

Date