

**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**

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**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 Local Workforce Development Area (NMTLWDA) 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 the date of signature.

**2) 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 (NMTLWDB) 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 NMTLWDA Consortium of Mayors. 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 for funds allocated to the area according to Section 6 of this agreement.

- Appoint members to the NMTLWDB and provide input to Board Bylaws
- Submit regional and local plans
- On behalf of the Consortium of Mayors develop a partnership agreement with the NMTLWDB and oversee AJC system
- Approve the recommendations of NMTLWDB regarding the annual budget and the selection of the One Stop Operator
- Negotiate local performance measures in conjunction with the NMTLWDB and area designation and certification

b. The Chief Local Elected Official (CLEO) for NMTLWDA is Mayor Anthony Holt of Sumner County. The CLEO shall have signatory authority to execute all binding agreements pertaining to WIOA including plans, agreements and grants under Section 107 of WIOA.

**3) Participating Local Elected Officials (LEOs): See Appendix A**

**4) 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 (NMTLWDA), 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.

**5) Fiscal Agent or Grant Subrecipient Designation: See Appendix B**

**6) Grant Recipient/Liability of Funds:**

Pursuant to Section 107(d)(12)(B)(i)(I) of WIOA the consortium of Mayors (LEOs) of the NMTLWDA assume the responsibility for receipt and disbursement of funds. It shall include the assumption of pro-rate responsibility for misuse of funds under Sections 128 and 133 of WIOA.

The North Tennessee Workforce Board 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. 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 NMTLWDA will be used for distribution of misuse of funds

prorated based on those population estimates by county. 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 the Workforce Innovation and Opportunity Act, and shall be liable for the misuse of the funds in proportion to their representation as documented in Appendix C.*

**7) Communication:**

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

**8) LWDB Budget Approval:**

The annual budget for the NMTLWDA is prepared by staff to the NMTLWDB, reviewed and amended by the Budget Committee of the NMTLWDB 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 NMTLWDA. The NMTLWDB will approve the budget by majority vote of 51% and submit to the CLEO for approval.

**9) LWDB Member Representation:**

All board members should be in positions of optimum policy-making authority within each of the entities they are representing; even those representing more than one. The NMTLWDB 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 NMTLWDB 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 NMTLWDB 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 NMTLWDB 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 C 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 NMTLWDB 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 (WIDA 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 NMTLWDB staff, align the actual membership to meet WIOA requirements and demographic nature of both business and population.

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 NMTLWDB. 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

#### **10) Selection of a New Chief Elected Official: 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 NMTLWDB, or if a LEO is elected in a county, they will submit a letter to the NMTLWDB 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, NMTLWDB Chair and to the One Stop Operator stating their concern or change and the reasons for the proposed change. The CLEO, other LEO's, NMTLWDB 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 Dispute Resolution guidance to finalize the issue.

**11) Election of a County Mayor: See Appendix D**

Election of a new County Mayor/Executive requires the newly selected Mayor/Executive submit a written statement to the NMTLWDB and state workforce Board that they have read and understand this agreement and the letter must be kept on file by the Board.

**12) Amendment or Change to the Interlocal Agreement:**

Any amendment or change to the Interlocal Agreement will be sent to the NMTLWDB and Tennessee Department of Labor and Workforce Development 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.

**13) 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 NMTLWDA 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 NMTLWDB 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.

Appendix A: Signature of LEOS's

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

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

Date: 7/9/18

Name: Mr. David Briley  
Representation: Davidson County Mayor  
Contact Information: 1 Public Square, Ste 100  
Nashville, TN 37201

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

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

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

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

Date: 6-29-18

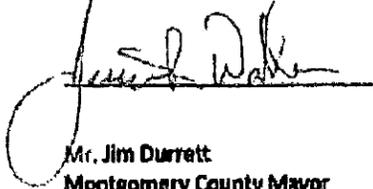
Name: Mr. George Clark  
Representation: Houston County Mayor  
Contact Information: Houston County Courthouse, Room 101  
4725 East Main Street  
Erin, TN 37061  
(931)296-7795

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

Date: 6-29-18

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

**Signature:**



**Date:** 6/29/18

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

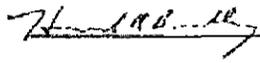
**Signature:**



**Date:** 6/29/18

**Name:** Mr. Howard Bradley  
**Representation:** Robertson County Mayor  
**Contact Information:** Robertson County Courthouse  
Main Street, Room #10B  
Springfield, TN 37172  
(615)387-2476

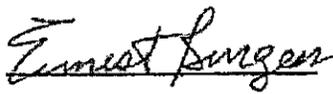
**Signature:**



**Date:** 7-3-18

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

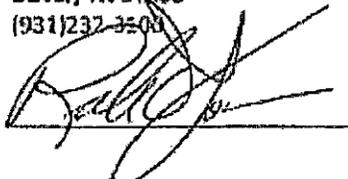
**Signature:**



**Date:** 7/9/18

Name: Mr. Rick Joiner  
Representation: Stewart County Mayor  
Contact Information: Stewart County Courthouse  
P.O. Box 487; 226 Lakeview Drive  
Dover, TN 37058  
(931)232-3500

Signature:

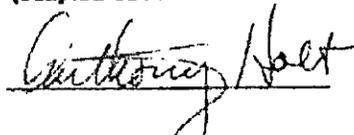


Date:

7/3/18

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

Signature:

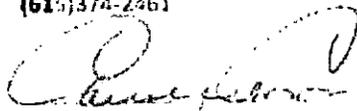


Date:

6/28/2018

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

Signature:

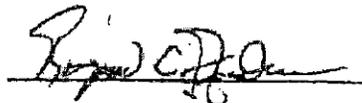


Date:

6/29/2018

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:

6/29/18

**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:** Randall Hutto **Date:** July 5, 2011

**Appendix B: Designation of the Fiscal Agent**

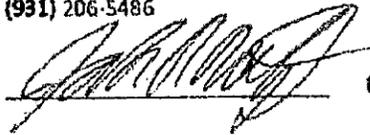
This document is to acknowledge the designation, by the Chief Local Elected Official, of the Fiscal Agent to act as the grant sub recipient. By signing this document the Fiscal Agent has read and understood the responsibilities and liabilities of the role as sub recipient described in WIOA Section 107(d)(12)(B)(i)(ii).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

**Fiscal Agent Name:** The North Tennessee Workforce Board

**Representation:** John Watz

**Contact Information:** 523 Madison Street  
Clarksville, TN 37040  
(931) 206-5486

**Signature:**

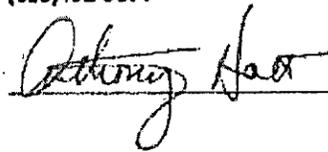


**Date:** 29 June 2018

**CLEO Name:**

**Name:** Mr. Anthony Holt  
**Representation:** Sumner County Executive (CLEO)  
**Contact Information:** Sumner County Administrative Building  
355 Northern Belvedere Drive N Ste #102  
Gallatin, TN 37066  
(615)452-3604

**Signature:**



**Date:** 6/28/2018

**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).

County: **Chatham**

Mr. Kerry McCarver

Name

Percent Liability 3%

Signature

County: **Davidson**

Mr. David Briley

Name

Percent Liability 35.1%

Signature

County: **Dickson**

Mr. Bob Rial

Name

Percent Liability 2.7%

Signature

County: **Houston**

Mr. George Clark

Name

Percent Liability 0.4%

Signature

County: **Humphreys**

Mr. Jessie Wallace

Name

Percent Liability .09%

Signature

County: Montgomery

Mr. Jon Durrant  
Name \_\_\_\_\_

Percent Liability 10.2%

Signature \_\_\_\_\_

County: Robertson

Mr. Howard Bradley  
Name \_\_\_\_\_

Percent Liability 3.6%

Signature \_\_\_\_\_

County: Rutherford

Mr. Ernest Burgess  
Name \_\_\_\_\_

Percent Liability 16.1%

Signature Ernest Burgess

County: Stewart

Mr. Rick Joiner  
Name \_\_\_\_\_

Percent Liability .7%

Signature \_\_\_\_\_

County: Sumner

Mr. Anthony Holt  
Name \_\_\_\_\_

Percent Liability 9.3%

Signature Anthony Holt

County: Trousdale

Mr. Carroll Carmen  
Name \_\_\_\_\_

Percent Liability .5%

Signature \_\_\_\_\_

County: Williamson

Mr. Rogers Anderson

Name

County: Wilson

Mr. Randall Hutto

Name

11.5%

Percent Liability

Signature

6.9%

Percent Liability

Signature

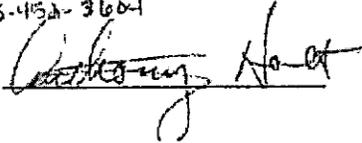
**Appendix D.**

When applicable the newly elected CLEO or LEO must submit a written statement to the NMTLWDB acknowledging that they have read, understood, and will comply with the Interlocal Agreement. Agreements must be reviewed within 90 days of the county mayor elections to determine if updates are needed. Signing below demonstrates that the newly elected individual understands their roles and responsibilities.

**Newly Selected CLEO:**

Name: Anthony Holt  
Representation: Sumner County  
Contact Information: 355 N Belvedere Drive, Room 102  
Ballwin, TN 37006  
615-452-3604

Signature:



Date: 6/28/2018

**Newly Selected LEO:**

Name:  
Representation:  
Contact Information:

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

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

**ADDENDUM 1**

**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**

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Pursuant to the terms and conditions of the Interlocal Agreement approved on June 28, 2018 by the Consortium of Mayors of the Northern Middle Tennessee Local Workforce Area, the North Tennessee Workforce Board serving as the fiscal agent will work collaboratively with the Nashville Career Advancement Center (NCAC) to develop an administrative support plan for the newly constituted Northern Middle TN Workforce Board. The two current executive directors of local workforce investment areas 8 & 9 will work together on a staffing plan that establishes the duties to be performed, staffing needs, and contract costs no later than August 1, 2018.

The new staffing plan will be implemented and staff will be responsible for administering and delivering WIOA activities, and thus, there may be a contractual agreement with NCAC, not to extend beyond June 30, 2019. These positions would not commit the Board to accept any individuals for permanent employment after June 30, 2019. A report, prepared by the newly appointed Director, shall be delivered to the Board and LEO's, concerning numbers of staffing, by type and skill set, and by name if recommended, for review for permanent staffing of the newly formed Northern Middle Tennessee Local Workforce Board no later than 120 days from execution of this Addendum.

**County: Cheatham**  
Mr. Kerry McCarver

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**County: Davidson**  
Mr. David Briley

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**County: Dickson**

Mr. Bob Rial

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

County: Sumner  
Mr. Anthony Holt

Anthony Holt  
Signature

7/9/2018  
Date

County: Trousdale  
Mr. Carroll Carman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

County: Williamson  
Mr. Rogers Anderson

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

County: Wilson  
Mr. Randall Hutto

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

County: Houston  
Mr. George Clark

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

County: Humphreys  
Mr. Jessie Wallace

\_\_\_\_\_  
Signature

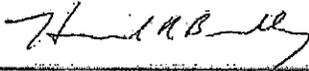
\_\_\_\_\_  
Date

County: Montgomery  
Mr. Jim Durrett

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

County: Robertson  
Mr. Howard Bradley

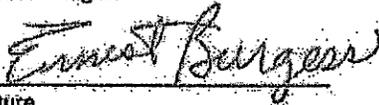


\_\_\_\_\_  
Signature

7/9/18

\_\_\_\_\_  
Date

County: Rutherford  
Mr. Ernest Burgess



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

7/9/18

County: Stewart  
Mr. Rick Joiner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date