

STATE OF TENNESSEE

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

DIVISION OF WORKFORCE SERVICES 220 French Landing Drive Nashville, TN 37243-1002 (615) 741-1031

Interlocal Agreement

LWDA: Southern Middle TN

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

To provide coordination by defining the responsibilities, duties, and liabilities between the LEOs, ultimately, providing a clear, organized plan for the CLEO and LEOs to carry out their vision for how the local area will operate. The designated CLEO will serve as the Chair and signatory authority for the LEOs to execute any documents as may be reasonably necessary to implement, including agreements, grants, and plans. The term of this Agreement will be September 1, 2024 through September 1, 2026. The term of this agreement cannot exceed two (2) years.

2) Designation of a Chief Local Elected Official (CLEO): Explain who is selected as CLEO within the Local Workforce Development Area.

The LEO governing board shall require a majority to select the CLEO. This includes when the CLEO resigns, retires, or does not retain office. The process includes:

- LEOs select/appoint the CLEO, which includes steps to ensure that their duties would not create, or be perceived to create, a conflict of interest between the consortium of LEOs, LWDB, Fiscal Agent, or other administrative entities;
- CLEO shall appoint a Fiscal and Administrative Agent. This appointment does not relieve the CLEO for liability.
- A CLEO will serve as the signatory for the LEOs for as long as they retain office, or the LEOs convene to select/appoint a new CLEO;
- If the CLEO resigns, retires, or does not retain office, the LEOs shall convene a
 meeting no later than 60 days following notice of the CLEO's change in status in
 order to select a new CLEO.
- LEOs and CLEO shall select the One-Stop Operator through competitive procurement in partnership with the LWDB
- All decisions made by the CLEO on behalf of the Local Elected Officials shall carry out the functions as referenced in WIOA Section 107(d)(12)(B).
- Name, title, and contact information of the appointed CLEO:

Bill Newman, CLEO Lincoln County Mayor 112 Main Avenue South, Room 101 Fayetteville, TN 37334 mayor@lc-tn.com

Office: 931.433-3045

- **3)** Participating Local Elected Officials (LEOs): In Appendix A located on page 5 of this document list all LEOs within the LWDA and include: name, representation, contact information, and the LEOs signature.
- **4) Dispute Resolution:** State how disputes among LEOs will be resolved regarding Local Board appointments and carrying out other responsibilities under WIOA.

In the event that an impasse should arise between the LEOs regarding the terms and conditions, the performance, or administration of this Agreement, 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. If a committee is formed from members of the body to resolve the dispute, the committee shall report the resolution to the full LEO. Continued performance during disputes is assured. In case the dispute is still unresolved, the CLEO will make the final decision.

5) Fiscal Agent or Grant Subrecipient Designation: In **Appendix B** –located on page 7 of this document – designate the Fiscal Agent (if applicable) within the LWDA and include: name, representation, contact information, and the individual's signature.

6) Grant Recipient/Liability of Funds:

The LEO must sign to acknowledge their county's responsibility of financial liability as the recipient of grant funds by signing in **Appendix C located on page 8**. For further information, reference WIOA Section 107(d)(12)(B)(i).

Outline the process for determining each LEO's share of responsibility on Appendix C.

Parties agree to distribute such liability in proportion to each counties formula funded allocation (See attached County Allocations & Appendix C). Funds will be reimbursed to the Tennessee Department of Labor and Workforce Development as required. In the event the entity responsible cannot or will not assume the liability, the Interlocal Agreement must provide the process on how funds will be reimbursed. In the event that a County or entity cannot assume liability then the South Central Tennessee Development District would assume liability. If South Central Tennessee Development could not assume liability the issue would be referred to the Governor to be addressed. The Workforce policy will be followed for correcting disallowed cost.

7) Communication: Describe the process and procedures the CLEO will use to keep the LEOs informed regarding LWDB activities. Determine how many times a year the LEOs will meet and how often a joint meeting with the LWDB will be held.

Whenever a party desires to give notice unto the other, notice must be given in writing or electronic communication. Notices of quarterly meetings of the LWDB will be sent to all LEOs as an invitation to meet jointly in the capacity of ex-officio members with the LWDB. These notices will be sent through electronic means by a designated member of the staff to the Board. Called meetings will be held as deemed necessary and will be coordinated by the CLEO with assistance from staff to the Board. Decisions made by the CLEO as a member of the LWDB Executive Committee and Board of directors will be included as updates at quarterly meetings of the LWDB.

8) LWDB Budget Approval: Describe the process for reviewing and approving the LWDB annual budget among the LEOs

The LWDB in accordance with WIOA Section 107(12)(A), the LWDB will develop the LWDA budget upon notification of allocations from the Tennessee Department of Labor and Workforce Development. The fiscal agent will submit an agency budget to include WIOA to be reviewed and approved by the CLEO and LEOs. The fiscal agent will submit fiscal performance reports to the LWDB on a quarterly basis.

9) LWDB Member Representation: Outline how LEOs will ensure LWDB representation is fair and equitable across the LWDA and is in accordance with WIOA policy regarding LWDB member nominations.

Local board membership, nomination, appointment, change in status, mid-term appointment, and removal are based on the Workforce Services Policy-Local Governance TN WIOA (16-11). 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. Term limits are based on occupancy of positions and offices (required for membership, held by members serving on the board). An attempt will be made to garner representation from each of the thirteen counties within the LWDA.

10) Selection of a New Chief Elected Official: When applicable the newly elected CLEO or LEO must submit a written statement to the LWDB acknowledging that they have read, understood, and will comply with the Interlocal Agreement. Agreements must be reviewed within 90 days of county mayor elections to determine if updates are needed. Signing below demonstrates that the newly elected individual understands their roles and responsibilities. Please carry this out on **Appendix D on page 10** of this document.

11) Election of a County Mayor: When applicable, the newly selected county mayor (LEO) must submit a written statement to the LWDB acknowledging that they have read, understood, and will comply with the current Interlocal Agreement. Please carry this out on **Appendix D on page 10** of this document.

In the event that a new county mayor is elected, the LWDB is required to inform the new LEO(s)-in a timely manner-of their responsibilities and liabilities as well as the need to review and update any written agreements among the LEOs. Once the new LEO has had an opportunity to review the Interlocal Agreement they must submit a written statement to the LWDB acknowledging that they:

- Have read, understood, and will comply with the current Interlocal Agreement.
- Newly elected and prevailing LEOs reserve the option to request negotiations to amend the Interlocal Agreement via written statement to the CLEO at any time during the official's tenure as a LEO.
- August Elections: Agreements must be reviewed within ninety (90) days of county mayor elections to determine if updates are needed (See Appendix D).

12) Amendment or Change to the Interlocal Agreement: Outline the process for amendments or changes to the Interlocal Agreement. Remember: all amendments or changes must be submitted to the LEOs, LWDB, and the TDLWD.

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 and of equal dignity herewith. All amendments or changes must be submitted to the

Local Elected Officials, Local Workforce Development Board and the Tennessee Department of Labor and Workforce Development.

13) LWDB Performance:

Determine how the CLEO and LEOs will monitor and review the performance of the LWDA to ensure each county's workforce goals and needs are being addressed. Determine and monitor the performance of the One-Stop system to ensure the system maintains an efficient and effective capacity to serve the LWDA.

The CLEO and LEOs will require quarterly performance status reports that will be submitted by the WIOA Program Director. Procurement of the One-Stop Operator and provider of career services will identify county needs and goals.

Appendix A: Signatures of LEOs

Participating Local Elected Officials (LEOs) Signatures:

Participating Local Elected Officials (LEOs) Signatures:

Bedford County Mayor Chad Graham
1 Public Square, Suite 101
Shelbyville, TN 37160
(931)684-7944 FAX: (931)684-8697
Email: chad.graham@bedfordcountytn.org

Coffee County Mayor Dennis Hunt 1329 McArthur Street, Suite 1 Manchester, TN 37355

(931) 723-5100 FAX (931) 723-5152 Email: mayor@coffeecountytn.org

Participating Local Elected Officials (LEOs) Signatures:

Franklin County Mayor Chris Guess 855 Dinah Shore Blvd, Suite 3 Winchester, TN 37398 (931)967-2905 FAX: (931)962-0194

(931)967-2905 FAX: (931)962-0194 Email: fcmayor@franklincotn.us

Participating Local Elected Officials (LEOs) Signatures:

Giles County Executive Graham Stowe

Giles County Courthouse

P.O. Box 678

Pulaski, TN 38478 (931)363-5300 FAX: (931)424-6101

Email: gstowe@gilescountytn.gov

Participating Local Elected Officials (LEOs) Signatures:

Hickman County Mayor Jim Bates 114 North Central Avenue, Suite 204

Centerville, TN 97033

(931)729-2492 FAX: (931)729-6150 Email: mayor@hickmanco.com David Morgan

Lawrence County Executive David Morgan

Lawrence County Courthouse

200 West Gaines Street, Suite 201

Lawrenceburg, TN 38464

(931)766-4128 FAX: (931)766-2219

Email: dmorgan@lawcotn.org

Participating Local Elected Officials (LEOs) Signatures:

Lewis County Mayor Jonah Keltner

110 North Park, Room 108 Hohenwald, TN 38462

(931)796-3378 FAX: (931)796-6010 Email: jonahkeltner@hotmail.com

Participating Chief Local Elected Official (CLEO) Signature:

Lincoln County Mayor Bill Newman

112 Main Avenue South, Room 101

Fayetteville, TN 37334

(931)433-3045 FAX: (931)433-9979

Email: mayor@lc-tn.com

Participating Local Elected Officials (LEOs) Signatures:

Marshall County Mayor Mike Keny

1108 Courthouse Annex

Lewisburg, TN 37091

(931)359-1279 FAX: (931)359-0539

Email: mkeny@marshallcountytn.com

Maury County Mayor Sheila Butt

101 Maury County Courthouse

Columbia, TN 38401

(931)375-1001 FAX: (931)375-1019

Email: sbutt@maurycounty-tn.gov

Participating Local Elected Officials (LEOs) Signatures:

Metro Mayor/Moore Sloan Stewart Metro Moore County Courthouse

P.O. Box 206

Lynchburg, TN 37352

(931)759-7076 FAX: (931)759-6394

Email: sstewart@metromoorecounty.org

Wayne County Mayor Jim Mangubat

Wayne County Courthouse

100 Court Circle #300

Waynesboro, TN 38485

(931)722-3653 FAX: (931)722-5994

Email: Jim.mangubat@waynecountytn.org

Participating Local Elected Officials (LEOs) Signatures:

Perry County Mayor John H. Carroll

Perry County Courthouse

P.O. Box 16

Linden, TN 37096

(931)589-2216 FAX: (31)589-2215

Email: john37096@gmail.com

Appendix B: Designation of the Fiscal Agent

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

Fiscal Agent Name:

South Central Tennessee Development District

Representation:

Richard Stewart, Interim Executive Director

Contact Info:

101 Sam Watkins Blvd.

Mt. Pleasant, TN 38474

(931)379-2640

Signature:

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Rich Stevet

CLEO Name:

Lincoln County Mayor Bill Newman

Representation:

Bill Newman, Lincoln County Mayor

Contact Info:

112 Main Avenue South, Room 101

Favetteville, TN 37334

Signature:

Appendix C:

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

The LEOs must sign to acknowledge their responsibility of financial liability as the recipient 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 misappropriation of WIOA funds. This is required under 20 CFR 683.71 O(b)(2).

Bedford County

Percentage of Liability: 10%

Bedford County Mayor Chad Graham

Coffee County

Percentage of Liability: 12%

Franklin County
Percentage of Liability: 9%

Franklin County Mayor Chris Guess

Coffee County Mayor Dennis Hunt

Giles County

Percentage of Liability: 7%

Giles County Mayor Graham Stowe

Hickman County

Percentage of Liability: 5%

Hickman County Mayor Jim Bates

Lawrence County

Percentage of Liability: 10%

Varid Morgan

Lawrence County Mayor David Morgan

Lewis County

Percentage of Liability: 2%

Lewis County Mayor Jonah Keltner

Lincoln County

Percentage of Liability: 7%

Lincoln County Mayor Bill Newman

Marshall County

Percentage of Liability: 9%

Marshall County Mayor Mike Keny

Maury County

Percentage of Liability: 23%

Maury County Mayor Sheila Butt

Metro-Moore County

Percentage of Liability: 1%

Metro Mayor-Moore County Sloan Stewart

Wayne County

Percentage of Liability: 3%

Wayne County Mayor Jim Mangubat

Perry County

Percentage of Liability: 2%

Perry County Mayor John H. Carroll

Appendix D:

When applicable the newly elected CLEO or LEO must submit a written statement to the LWDB acknowledging that they have read, understood, and will comply with the Interlocal Agreement. Agreements must be reviewed within 90 days of 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:

Bill Newman, CLEO

Lincoln County Mayor

112 Main Avenue South, Room 101

Fayetteville, TN 37334

mayor@lc-tn.com Office: 931.433-3045

Signature

Newly Selected LEO:

Name:

Dennis Hunt

Representation:

Coffee County Mayor

Contact Info:

1329 McArthur Street, Suite 1

Manchester, TN 37355

Signature:

	County	Salah Salah	outh Allocation ha				Dislocated Worker Allocation		
East	Anderson	s	111.641.31	\$	Adult Allocation T	s	108,665,84	s	Total ~
East	Blount	5	165,612.66	\$	168,022.32	\$	168,704.58	3	502,339.55
East	Campbell	S	60,995.59	\$	76,235.07	5	49,319.85	5	186,550.52
East	Claiborne	\$	50,263.00	\$	52,222.59	5	42,997.63	5	145,483.23
East	Cocke	S	70,844,44	\$	50,087.79	S	110,216.14	5	261,148.37
East	Grainger	\$	36,322.60 90,829.46	S	37,562.28 100,159.20	s	29,589.38 114,025.26	\$	103,474.27 305,013.92
East	Jefferson	s	84,218,15	5	82,952.44	S	82.168.40	S	249,338.98
East	Knox	\$	760,687.74	\$	644,748.58	\$	693,926.45	5	2,099,362.77
East	Loudon	\$	60,077.27	5	52,254.27	s	71,905.16	\$	194,247.70
East	Monroe	5	56,464.91	5	59,565.43	5	56,845,36	\$	193,175.70
East	Morgan	5	36,488.19	5	48,726.90	5	21,805.78	5	107,020.87
East East	Roane	\$	78,719.08 35,169.74	5	88,656.86 44,858.08	5	69,339.24 40,840.85	5	236,715.18 120,868.66
East	Sevier	S	179,381.92	5	174,564.76	5	207,555.11	5	561,501.79
East	Union	\$	25,807.95	5	31,169.45	S	20,563.96	5	77,541.35
Greater Memphis	Fayette	\$	59,502.36	s	64,237.62	s	51,306.00	\$	175,045.98
Greater Memphis	Lauderdale	5	66,955.65	5	74,297.93	\$	39,536.26	5	180,789.84
Greater Memphis	Shelby	S	2,863,078.14	5	2,694,979.31	\$	2,224,644.88	5	7,782,702.33
Greater Memphis Northeast	Tipton	s	90,899.85	5	98,151.14	\$	75,035.86	5	264,086.84
Northeast	Greene	\$	104,186.07 128,327.44	S	111,093.73	S	65,956.64 120,771.74	5	281,236.43 387,284.85
Northeast	Hancock	5	13,495.78	5	13,451.97	5	7,190.23	5	34,137.99
Northeast	Hawkins	\$	84,530.75	5	97,405.12	5	74,545.79	5	256,481.66
Northeast	Johnson	5	29,545.60	s	39,728.39	5	23,173.92	5	92,447.92
Northeast	Sullivan	\$	268,092.29	S	269,691.33	\$	218,058.96	\$	755,842.57
Northeast	Washington	5	32,087.74	5	38,956.03	5	23,422.46	5	94,466.22
Northeast Northern Middle	Cheatham	S	238,604.33	S	193,602.76 48,683.88	S	175,239.27 51,904.61	5	507,446.36 150,937.20
Northern Middle	Davidson	s	1,425,552.95	s	1,397,516.93	5	1,518,853.80	5	4,341,923.57
Northern Middle	Dickson	s	67,774.23	s	69,563.39	5	67,570.19	5	204,907.81
Northern Middle	Houston	5	15,294.35	\$	15,921.18	\$	11,827.95	5	43,043.49
Northern Middle	Humphreys	5	24,698.15	5	25,268,54	\$	24,934.38	\$	74,901.07
Northern Middle	Montgomery	\$	322,735.17	5	295,730.53	S	276,928.99	5	895,394.69
Northern Middle Northern Middle	Robertson	5	83,269.21 473,728.67	s	86,176.86 398,861.73	s	93,588.13 548,360.02	5	263,034.21
Northern Middle	Stewart	s	13,873.19	s	18,083.71	5	13,275.42	5	45,233.31
Northern Middle	Sumner	5	233,321.52	\$	237,090.55	5	271,751.67	5	742,163.74
Northern Middle	Trousdale	s	11,852.58	S	13,394.07	s	13,908.14	5	39,154.79
Northern Middle	Williamson	\$	174,769.51	\$	167,812.97	\$	269,586.57	5	612,169.05
Northern Middle	Wilson	5	156,923.75	\$	161,937.66	S	254,492.14	5	573,353.56
Northwest Northwest	Benton Carroll	5	41,026.96 79,395.29	\$	45,975.70 74,630.76	5	29,403.08	5	116,405.74
Northwest	Crockett	s	79,393.29 24,183.96	\$	28,544.88	\$	47,370.65 23,217.17	5	75,946.01
Northwest	Dyer	s	88,070.04	s	89,945.05	\$	68,759.08	5	246,774.18
Northwest	Gibson	s	105,910.28	5	113,927.23	\$	95,035.29	5	314,872.80
Northwest	Henry	5	76,251.41	S	77,225.93	\$	60,674.86	5	214,152.20
Northwest	La ke	\$	17,775.45	\$	36,154.91	\$	9,647.64	\$	63,578.00
Northwest Northwest	Obton Weakley	s	75,626.67 98,081.93	\$	79,540.47 66,552.06	s	49,842.31 63,606.94	5	205,009.46
Southeast	Bledsoe	5	24,054.54	S	30,348.35	5	12,753.84	5	67,156.73
Southeast	Bradley	\$	201,037.56	Ś	173,363.68	\$	181,147.24	5	555,548.49
Southeast	Grundy	\$	23,918.36	\$	30,003.07	S	20,271.26	5	74,192,69
Southeast	Hamilton	S	677,818.57	\$	620,488.69	\$	615,259.14	\$	1,913,555.40
Southeast	Marion	S	44,351.12	5	51,393.84	S	37,377.79	5	133,122.74
Southeast Southeast	McMinn Meigs	S	88,041.41 21,223.40	\$	92,573.40 24,144.72	\$	75,748.74 18,894.87	\$	256,363.54 64,262.99
Southeast	Polk	5	22,533.09	5	25,456.40	5	18,897.73	\$	66,887.22
Southeast	Rhea	5	75,911.75	\$	68,109.48	s	50,922.75	5	194,943.98
Southeast	Sequatchie	\$	21,382.21	\$	25,056.36	5	19,765.65	5	67,214.21
Southern Middle	Bedford	5	68,451.14	s	75,913.26	5	73,031.62	5	217,396.02
Southern Middle	Coffee	5	79,628.35	5	82,480.25	\$	93,212.83	\$	255,321.43
Southern Middle Southern Middle	Granklin Giles	\$	72,906,78 45,582.40	S	58,775.16 49,361.23	s	58,547.25 46,481.16	5	190,229.20 141,424.79
Southern Middle	Hickman	s	32,435.40	5	39,390.54	s	28,571.30	5	100,397.25
Southern Middle	Lawrence	\$	70,314.86	S	67,572.02	5	65,405.98	\$	203,292.86
Southern Middle	Lewis	5	13,619.97	s	21,394.89	5	17,929.38	5	52,944.24
Southern Middle	Uncoln	s	55,163.90	s	52,522.12	\$	44,171.53	\$	151,857.55
Southern Middle	Marshall	S	47,591.81	S	51,487.23	\$	91,313.09	5	190,392.13
Southern Middle Southern Middle	Maury Moore	S	159,072.70 4,317.07	\$	154,264.15 4,983.87	S	170,505.61	5	483,842.46
Southern Middle	Perry	\$	18,132.48	\$	4,983.87 18,657.18	s	5,244.02 12,854.71	\$ \$	15,544.97 49,644.37
Southern Middle	Wayne	s	20,539.13	5	34,379.08	\$	18,357.52	5	73,275.73
Southwest	Chester	s	31,827.72	5	25,136.38	\$	23,146.73	5	81,110.83
Southwest	Decatur	s	25,216.39	s	26,774.99	5	18,957.15	5	70,948.53
Southwest	Hardeman	\$	70,127.36	S	83,313.94	\$	40,481.56	5	193,922.86
Southwest	Hardin	5	49,499.17	\$	56,912.16	5	38,574.47	5	144,985.81
Southwest Southwest	Henderson	5	49,103.11 53,158.48	5	47,869.56 55,370.73	S	34,727.24 44,971.93	5	131,699.92
Southwest	Madison	s	248,734.61	5	225,159.91	\$	163,988.86	5	637,883.38
Southwest	McNairy	s	45,505.15	s	58,095.32	5	53,620.06	s	160,220.53
Upper Cumberland	Cannon	\$	16,527.54	\$	20,102.40	5	16,662.13	\$	53,292.07
Upper Cumberland	Clay	5	13,787.15	S	14,562.86	S	8,407.51	5	36,757.52
Upper Cumberland	THE RESIDENCE OF THE PROPERTY	5	90,813.19	\$	100,403.89	\$	75,622.81	5	266,839.88
Upper Cumberland Upper Cumberland		5	36,878.55 27,114.80	\$	36,560.20 30,743.55	\$	29,782.37	\$	79 976 57
Upper Cumberland	Jackson	5	27,114.80	5	21,959.67	\$ 5	22,118.21 13,499.33	s	79,976.57 57,883.65
Upper Cumberland		s	33,031.89	\$	37,668.52	5	39,757.03	5	110,457.45
Upper Cumberland	Overton	5	25,358.98	s	30,091.82	5	24,321,37	\$	79,772.16
Upper Cumberland		s	4,865.58	s	6,023.18	s	5,153.62	\$	16,042.38
Upper Cumberland		5	156,266.32	5	132,792.78	5	116,735.32	<u>\$</u>	405,794.42
Upper Cumberland Upper Cumberland		s	22,352.89 8,735.36	\$	24,895.53 9,236.11	\$	23,186.62 6,835.39	\$	70,435.04 24,806.86
Upper Cumberland	Warren	S	70,824.25	5	71,151.39	\$	65,379.60	\$	207,355.24
Upper Cumberland		s	33,171.65	s	42,806.08	5	37,794.70	\$	113,772.62
Total		\$	12,569,647.00	5	12,274,345.00		11,543,281.00		36,387,273.00
	THE RESIDENCE OF STREET	THE RESERVE		-	THE RESERVE OF THE PARTY OF THE	AND VALUE		-	