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SOUTHWEST TN LOCAL ELECTED OFFICIALS CONSORTIUM
INTERLOCAL AGREEMENT

Local Workforce Development Area for
Chester, Decatur, Hardeman, Hardin, Haywood, Henderson, Madison, and McNairy Counties

Purpose of the Interlocal Agreement:

As noted in Sec. 107(c)(1)(B)(i) of the Federal Public Law 113-128, the Workforce Innovation and Opportunity Act, and in Final Rule 680.100(b), when a Local Workforce Development Area (LWDA) includes more than one unit of government, the Local Elected Officials, hereby known as LEOs, of each unit shall execute a written agreement that specifies the respective roles and liability of the individual LEO. This Local Elected Officials Consortium Agreement, hereby known as the "Agreement" is entered into by and between the LEOs of the following counties in Tennessee: Chester County, Decatur County, Hardeman County, Hardin County, Haywood County, Henderson County, Madison County, and McNairy County, political subdivisions of the State of Tennessee; pursuant to Title I of Public Law 113-128 (Workforce Innovation and Opportunity Act enacted July 22, 2014) which amends the Title I of Public Law 105-220 (Workforce Investment Act of 1998). The term of this agreement cannot exceed two (2) years, with this agreement beginning July 1, 2025 and ending June 30, 2027.

Whereas, Federal Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA) Title I enacted by the Congress of the United States and signed into Law by the President of the United States has prescribed a unified workforce development system that will in accordance with Sec. 2 (6) for purposes of subtitle A and B of Title I, to provide workforce investment activities that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers and enhance the productivity and competitiveness of the Nation; and,

Whereas, in accordance with WIOA Sec.106(b)(2) the Governor shall approve a request for initial designation as a Local Workforce Development Area for any area that was designated as a local area for purposes of the Workforce Investment Act of 1998 who performed successfully and sustained fiscal integrity for the 2-year period preceding the date of enactment of this Act. Further, to promote the effective delivery of workforce investment activities, Sec.107(c)(2)(B)(i) provides that the LEOs of general local governments may execute an Agreement that specifies the respective roles of the local elected officials; and,

Whereas, the county legislative body of each of the parties to this Agreement desires that its county be included in a regional workforce development program to avail its citizens of the benefits of WIOA; and,

Whereas, as of the effective date, the Governor has designated the parties to this Agreement as a Local Workforce Development Area (LWDA) for the purpose of the Workforce Innovation and Opportunity Act; and,

Whereas, the parties to this Agreement are fiscally liable for the expenditures of WIOA grant funds as noted in WIOA Sec. 107(d)(12)(B)(i)(I); and,

Whereas, the local elected officials, within the meaning of the Workforce Innovation and Opportunity Act, are the County Mayors of each county referenced above; and,

Whereas, WIOA requires the establishment of a Local Workforce Development Board (LWDB) to provide policy guidance for, and exercise oversight with respect to, activities under the workforce development program for its workforce development region in partnership with the general local governments within its LWDA; and,

Whereas, it is the responsibility of the Chief Local Elected Official in the LWDA to appoint members of the Local Workforce Development Board from the individuals nominated or recommended to be such members in accordance

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with the WIOA Sec. 107, subsection (b) and through an Agreement entered into by the County Mayor of each county; and,

Whereas, it is the responsibility of the Local Workforce Development Board, in accordance with an agreement with the Local Elected Official of each county in the Local Workforce Development Area, to determine procedures and policies so as to develop a WIOA local plan, and, if determined by the State in accordance with Sec. 106 (a)(1), the local area is part of a planning region that includes other local areas, the local board shall collaborate with the other local boards and local elected officials from such other local areas in the preparation and submission of a regional plan as described in Sec. 106 (c)(2); and,

Whereas, it is the responsibility of such officials under this title to carry out any other responsibilities under this title including, but not limited to additional functions described in Sec.107(d) including workforce research and regional labor market information; convening, brokering, leveraging; employer engagement; career pathways development; proven and promising practices; technology; program oversight; negotiation of local performance accountability measures; selection of operators and providers; coordination with education providers; budget and administration; and accessibility for individuals with disabilities.

Now, therefore, the parties agree as follows:

1. Establishment of the Southwest Tennessee Local Elected Officials (SWTN LEO) Consortium

   This multi-jurisdictional arrangement (hereinafter called the "SWTN LEO Consortium") among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this agreement under the WIOA. The SWTN LEO Consortium shall consist of the County Mayor or their successors from the eight (8) member counties, each voting as an individual entity. One-third (1/3) of the Consortium will constitute a quorum for the transaction of business at any meeting thereof. Action of the Consortium must be authorized by the affirmative vote of a majority of all voting members present at a meeting at which a quorum is present.

2. Identification of Parties to this Agreement

   Each of the parties to this Agreement is a county of the State of Tennessee, and as such are general purpose political subdivisions of the State of Tennessee which have the power to levy taxes and spend funds, as well as general corporate and police powers. The governing body of each of the parties to this Agreement is its County Legislative Body and each party is identified as follows:

   County Legislative Body Chester County, Tennessee
   County Legislative Body Decatur County, Tennessee
   County Legislative Body Hardeman County, Tennessee
   County Legislative Body Hardin County, Tennessee
   County Legislative Body Haywood County, Tennessee
   County Legislative Body Henderson County, Tennessee
   County Legislative Body Madison County, Tennessee
   County Legislative Body McNairy County, Tennessee

   The name, representation, contact information, and signature of each Local Elected Official signing on behalf of the County Legislative Body, is included in #17. Signatures.

3. Geographical Area to be Served by this Agreement

   The geographical area which will be served by this Agreement are the entire geographical areas of each of the eight (8) member counties.

4. Local Workforce Development Area Designation

   Pursuant to the designation by the Governor, the eight (8) counties constituting the SWTN LEO Consortium shall be a Local Workforce Development Area (LWDA) as provided for in Section 106 of Title I of the WIOA for the geographical area covered by this Agreement.

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5. Size of the Population to be Served

The population of the eight (8) county area to be served by this Agreement is 251,464 based upon 2020 US Bureau Census American Community Survey.

6. Designation of Single Grant Recipient and Chief Local Elected Official

The parties to this Agreement agree that a Chief Local Elected Official shall be selected to serve as Chairperson by the body of LEOs and shall serve as the Grant Recipient, acting on behalf of the other LEOs to execute any documents as may be reasonably necessary to implement the provisions of the WIOA, including signing contracts related to the expenditure of WIOA funds. A Vice-Chairperson may be selected by the body of LEOs and may be authorized to act on behalf of the Chairperson with the Chairperson's written authority to do so.

- *Appointment process and term of the Chief Local Elected Official*
  The Chief Local Elected Official, elected as Chairperson, and the Vice-Chairperson, shall serve a term of four (4) years beginning from his/her date of election and can succeed him- or herself at the agreement of the other LEOs or until the CLEO properly notifies the body of LEOs of the intent to no longer serve. A new Chairperson will be selected by a majority vote of the body of LEOs.

- *Removal process of officers*
  The LEOs of this Agreement, may by a two-thirds 2/3 or 66% majority vote at a meeting, at which a quorum is present, remove any officer when, in its judgment, the best interest of the LWDA will be served thereby or when the officer is believed to not be performing his/her function, including compliance with conflict of interest requirements and attendance expectations. Intent to recall or remove an officer must be stated in the call of the meeting with notice provided to the officer to be removed and all other voting members at least five (5) days prior to the meeting. The State Workforce Development Board must be notified immediately of a change in the CLEO role, including notification to the Tennessee Department of Labor and Workforce Development Program Integrity Unit via correspondence to Workforce.Board@TN.gov.

- *Designation of the CLEO to serve as the signatory authority for the LEO*
  The CLEO shall be empowered to sign all legal and non-legal documents on behalf of the LEOs, as designated signatory authority. The CLEO may delegate signatory authority to the VCLEO for when necessary, or for convenience.

- *Decisions that may be made by the CLEO on behalf of the LEOs*
  The CLEO shall in general be primarily responsible for the management of the programmatic and administrative affairs of the LEOs and for implementing the policies and directives of the LEOs; shall preside at all meetings of the LEOs; and have authority to sign contracts, proposals, plans, or other instruments which may be reasonably necessary to implement the provisions of WIOA, except in cases where the signing and execution thereof shall be expressly delegated or required by law to be otherwise signed or executed. The CLEO and VCLEO will serve as members of the Executive Committee and Board of Directors of the Southwest TN Workforce Board, representing the interest of the LEOs and making decisions on behalf LEOs as relates to and in conjunction with the local workforce development area and the Southwest TN Workforce Board.

- *The name, title, and contact information of the appointed CLEO*

  Chief Local Elected Official:
  Mike Creasy, Mayor of Decatur County
  P. O. Box 488, Decaturville, TN 38329
  (731) 852-2131
  mcreasy@decaturcountytn.org
  Elected to serve in CLEO capacity: 06-28-2022

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Vice Chief Local Elected Official:
A.J. Massey, Mayor of Madison County
100 East Main, Suite 302
Jackson, TN 38301
731-435-6020
amassey@madisoncountytn.gov
Elected to serve in VCLEO capacity: 03-09-2023

- *Election of a new County Mayor*
  Within sixty (60) business days of the election of a new CLEO or LEO, either participating as a signatory on the Agreement or as a participating LEO, the LWDB must inform the new LEO of the responsibilities and liabilities, as well as the need to review and update any written agreements among the LEOs. Once the newly elected LEO has had an opportunity to review the Interlocal Agreement, the LEO shall submit an addendum acknowledging that he or she has read, understands, and will comply with this LEO Agreement, and reserves the option to request negotiations to amend the LEO Agreement at any time during the official's tenure as a LEO. Newly elected LEO/CLEO will be included as Appendix B, if applicable.

This agreement will be reviewed within ninety (90) days of a county mayor election to determine if updates are required.

7. Designation of Fiscal Agent / Grant Sub-recipient

In accordance with WIOA Sec. 107(d)(12)(B)(i)(II), the CLEO may designate an entity to serve as local fiscal agent. Such designation does not relieve the CLEO of the liability for any misuse of grant funds as apportioned in this Agreement. The parties to this Agreement have agreed Workforce Innovations, Inc. shall serve as Fiscal Agent for the Southwest TN Local Workforce Development Area. The name, representation, contact information and signature of the Fiscal Agent is included as Appendix A.

Workforce Innovations, Inc., as fiscal agent, shall also serve as Grant Sub-recipient for the Southwest TN Local Workforce Development Area. WIOA funds will flow directly from the State of Tennessee to Workforce Innovations, Inc. as the Grant Sub-recipient.

In general, Workforce Innovations, Inc., as the Fiscal Agent for the Consortium of Local Elected Officials will be responsible for the following functions:

- Receive funds to expend or disburse for the purposes authorized by WIOA
- Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA and the corresponding Federal Regulations and State policies
- Respond to audit financial findings
- Maintain an appropriate system of internal controls, proper accounting records and adequate documentation
- Prepare financial reports
- Provide technical assistance to sub-recipients regarding fiscal issues
- Procure contracts or obtain written agreements
- Conduct financial monitoring of service providers
- Ensure independent audit of all employment and training programs
- Comply with state and federal reporting requirements and timelines as defined by Tennessee Department of Labor and Workforce Development
- Provide requested documentation to state monitors and external auditors

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- Other duties as required by direction of the Chief Local Elected Official or the Southwest TN Workforce Board

Additionally, to prevent a lapse in services in the event of a delay in the receipt funding from the Tennessee Department of Labor and Workforce Development, the Fiscal Agent is authorized to secure a line of credit. The line of credit may only be secured upon the approval of the Consortium of the Local Elected Officials for the specified amount. Once secured, the line of credit may only be utilized with the approval of the Consortium of the Local Elected Officials for the specified amount, and only if the grant funds have been authorized and obligated. Two signatory authorities must sign to access the line of credit. In the event a line of credit is secured and utilized, if a default were to occur, Parties agree to distribute such liability among the parties in proportion to the most recent population estimates available from the U.S. Bureau of the Census at such time that any repayment of funds is required.

8. Liability and Resolving Disallowed Costs

In general, liability for costs rests with the entity responsible for incurring the cost and recovery will be pursued with such entity for any disallowed cost. In the event the responsible entity cannot or will not assume liability for disallowed cost, the parties to this Agreement agree to share liability for the expenditures of funds made available under the WIOA to this local area, in accordance with Sec. 107(d)(12)(B)(I) of the WIOA. Parties agree to distribute such liability among the parties in proportion to the most recent population estimates available from the U.S. Bureau of the Census at such time that any repayment of funds is required. The Fiscal Agent will calculate such liability based on the population estimates and present to the Chief Local Elected Official, who will provide a copy of documentation of all disallowed costs, to the LEO Consortium. Funds will be reimbursed to the TN Department of Labor and Workforce Development as required.

9. Affirmation, Composition, and Appointment of the Local Workforce Development Board (LWDB)

WIOA Section (107)(c)(1)(A) authorizes the CLEO to appoint the members of the LWDB in accordance with the criteria established under Section 107(b) of the WIOA. Authority to appoint members to the LWDB lies solely with the Chief Local Elected Official. As ex-officio members of the Board, the local elected officials have all rights and privileges stated within the by-laws of the Southwest TN Workforce Board.

Membership: The number of the members of the Board shall be not less than the minimum number required under the Act as set forth in the Workforce Innovation and Opportunity Act of 2014, as amended from time to time. The number of members may be increased or decreased from time to time by the Chief Local Elected Officials in consultation with the LEOs of the counties as needed, of the counties within the LWDA, but no decrease shall have the effect of shortening the term of an incumbent officer or member or reducing the number of members below the minimum number required under the Act.

The Local Elected Official of each of the counties encompassed within the LWDA may solicit nominations of members of the Board in accordance with the criteria established by the Governor of the State of Tennessee as described in Workforce Services Policy – Local Governance, as amended from time to time, and in accordance with the requirements of LWDB composition as described below.

A majority – defined as the greater sum of the whole (largest majority) - of the members of the local board shall be representatives of the private sector as described in paragraph (2)(A) in the WIOA, Section 107. The local elected officials within the LWDA may execute an agreement that specifies the respective roles of the individual local elected officials (a) in the appointment of the members in accordance with the criteria established as provided below; and (b) in carrying out any other responsibilities assigned to such officials under the Workforce Innovation and Opportunity Act of 2014.

The Governor, in partnership with the State board, shall establish criteria for use by chief local elected official in the LWDA for appointment of members of the Board. Such criteria shall require that, at a minimum—

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A. **Representatives of Business -** a majority – defined as the greater sum of the whole (largest percentage) of the members of each local 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 that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and
   (iii) are appointed from among individuals nominated by local business organizations and business trade associations;

B. **Labor Organization Representatives -** A minimum of 20% of the membership shall be representatives of the workforce within the local area, who—
   (i) shall include two (2) or more representatives of labor organizations nominated by local labor federations in local areas where employers are represented by labor organizations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;
   (ii) shall include one (1) or more representative(s), who shall be a member of a labor organization or a training director, from a joint labor-management registered apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;
   (iii) may include (optional) 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 (optional) representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of WIOA eligible youth, including representatives of organizations that serve out of school youth;

C. **Representatives of Education & Training -** each local board shall include representatives of entities administering education and training activities in the local area, who—
   (i) shall include at least one (1) representative of eligible providers administering adult education and literacy activities under WIOA title II;
   (ii) shall include at least one (1) representative of institutions of higher education providing workforce investment activities (including community colleges);
   (iii) may include (optional) 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. **Representatives of Government, Economic and Community Development** - each local board shall include representatives of governmental and economic and community development entities serving the local area, who—
   (i) shall include at least one (1) representative of economic and community development entities;
   (ii) shall include at least one (1) 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 at least one (1) 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 (optional) representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and
   (v) may include (optional) representatives of philanthropic organizations serving the local area; and

E. **Discretionary Representatives** - each local board may include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.

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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 (c), respectively, shall be appointed from among individuals nominated by local providers representing such providers or institutions, respectively.

Terms: The terms of the Board membership shall be four (4) years. Member terms will be staggered so all terms do not expire at the same time. Members in good standing will automatically renew for an additional four (4) year term until the Board member properly notifies the Chairman of the Board of the intent to no longer serve. In accordance with Workforce Services Local Governance, documentation for renewal of a Local Board member's nomination or their conflict-of-interest form must be received within one (1) full calendar quarter following expiration. The CLEO will sign and submit a Renewal Form to extend the tenure of LWDB members in good standing. The Renewal Form must acknowledge:

- The member's organization that they indicated on the nomination form,
- The member has a conflict-of-interest form signed within 365 days of membership renewal,
- The member has not violated the Local Board's bylaws that would bring cause to the termination of their appointment, and
- The member's new begin and end dates of service, in compliance with the term limits of the Local Board's bylaws.

All member renewal due to change in employment must include a new nomination form and conflict-of-interest form signed by the LWDB member (if expired or not on file at the time of renewal).

Nomination: Nominations shall be solicited by the Chief Local Elected Official from entities of business, government or community development. Nominations must come from the heads of organizations—specifically those representing businesses, labor, education, and economic and community development—to align the workforce and education needs within the State. The CLEO acts as the signatory on behalf of the other LEOs and has final authority to select members to serve on the LWDB. To approve the nomination of each individual selected to serve on the LWDB, the following documentation is required:

- A Nomination Form signed by the CLEO; and
- A Conflict of Interest Form signed by the nominee to the LWDB; and

Additionally, the CLEO shall ensure that the composition of the LWDB is fair and equitable across the LWDA, by requiring at least one (1) nomination per county, and reflective of the demographics of the LWDA in accordance with the most recent US Census and represents diverse geographic areas within the local area, as much as possible.

Prohibition: Staff to the Board, Fiscal Agent staff, staff employed by One-Stop Operators, and contracted service providers shall be prohibited from both nominating members to the board or serving on the board to avoid conflicts of interest.

Appointment and Certification: LWDB member appointments must be signed by the appointing CLEO and submitted to the Staff to the Board using the appropriate Workforce Development Board Nomination Form. Completed nomination forms and required documents as listed above must be submitted to the Tennessee Department of Labor and Workforce Development at Workforce.Board@tn.gov for review. Once the form has been reviewed the Local Board will receive a follow-up letter of certification or denial within five (5) business days; the letter will also make a request for additional information when submitted documentation is insufficient to make a determination. The member must not be seated on to the Local Board until a certification letter from TDLWD has been received to affirm the nomination.

Change in Status: A member who has a change of employment that results in a change of membership classification must resign or be removed by the Chief Local Elected Official immediately as a representative

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of that entity. Documentation of Board member violation and subsequent removal will be maintained by the LWDA in the form of attendance logs, conflict of interest forms and other documentation deemed necessary.

Mid-Term Appointment: LWDB members replacing out-going individuals at mid-term will serve the remainder of the out-going member term.

Vacancies: Any vacancy occurring on the Board will be filled within one (1) full calendar quarter from expiration or the last official day that the member served on the LWDB, including all documentation submitted, approved and confirmed. The CLEO in a LWDA is authorized to make all reappointments of members. Any action taken by the Board, with a vacancy or term expiration beyond the time period described in the by-laws must be approved through a waiver from the TDLWD prior to the Board meeting of such action. Waivers are to be requested in writing to the Assistant Commissioner of Workforce Services with an explanation of why a vacancy was not filled in the defined timeframe and a description of the process underway to fill the vacancy.

Removal: Any member of the Workforce Development Board will be removed for cause by the Chief Local Elected Official (CLEO), if any of the following occurs: (a) documented violation of conflict of interest; (b) failure or refusal to work cooperatively with the Board and to abide by the By-Laws as stated in 5.4; (c) documented proof of fraud and/or abuse; (d) failure to meet Board member representation requirements as defined in WIOA; and (e) other causes as determined by the Board. Removal of a member shall also constitute removal as an officer of the Board and as a member of all committees of the Board. Intent to remove a member must be stated in the call of the meeting and be provided to all voting members at least five (5) days prior to the meeting. Removal of a member requires a two-thirds (2/3) vote at the Board meeting, at which a quorum is present.

> Any board member missing three (3) consecutive meetings may be replaced at the sole discretion of the Chief Local Elected Official.
>
> A member who has a change of employment that results in a change of membership classification must resign or be removed by the Chief Local Elected Official immediately as a representative of that entity.

Documentation of Board member violation and subsequent removal will be maintained by the LWDA in the form of attendance logs, conflict of interest forms and other documentation deemed necessary. A Board member subject to removal will be notified, in writing, within fifteen (15) days of the decision and will be provided the reason for removal. A Board member subject to removal may appeal by submitting a letter in writing within 30 days of notice of removal to the CLEO stating reasons to remain as an active member of the Board. The appeal must be sent by certified mail (return receipt) to the CLEO in care of Executive Director, 208 N. Mill Ave., Dyersburg, TN 38024. A committee of LEOs will review the appeal and make a decision prior to the next scheduled date of the Board.

Standing Committees: In accordance with WIOA Section 107(b)(4)(A), the Board may designate and direct the activities of standing committees to provide information and to assist the Board in carrying out activities authorized in this section. The primary purpose of standing committees shall be to consider and recommend actions—and propose policies—in the functional areas under their jurisdictions, subject to final approval by the LWDB. Such standing committees shall have a Chair representing private business and a Vice-Chair who is a member of the Board representing private-business, labor organization, apprenticeship program, or economic and community development entity; may include other members of the Board; and shall include other individuals appointed by the Board who are not members and who are determined to have appropriate experience and expertise. At a minimum, the Board may designate each of the following:

(i) The American Job Center Services Committee;
(ii) The Outreach and Opportunities Committee;
(iii) The Executive Committee; and

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(iv) When deemed necessary or appropriate the chairperson of the Board shall have the authority to appoint temporary or ad hoc committees, including the chairperson of said committee, for the purpose of special projects.

Board of Directors: The Board of Directors includes the Chief Local Elected Official, the Vice Chief Local Elected Official, the Board Chairperson, the Vice Board Chairperson from the Northwest and Southwest local areas and one regional private sector representative, labor organization, apprenticeship program, or economic and community development entity selected by the other Directors. The Northwest Board Chairperson will serve as the President, the Southwest Board Chairperson as Vice President, and the regional representative as Secretary of the entity selected to serve as Fiscal Agent/Staff to the Board. The Board of Directors will serve as the administrative authority in oversight of day-to-day operations in conducting the functions of the board and fiscal agent. The Board of Directors shall have the authority to supervise and manage the employees of the entity serving in the capacity of Staff to the Board and Fiscal Agent. The Board of Directors shall be subject to the order of the Board, and none of its acts shall conflict with these By-laws or stated policies of the Board. The Board of Directors shall be responsible for ensuring board actions comply with federal, state and local laws, regulations and policies.

10. Dispute Resolution

In the event that an impasse should arise between the LEOs regarding LWDB appointments, budget approval, the terms and conditions, the performance, or administration of this Agreement, or the execution of other responsibilities under WIOA, 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. After discussion of all disputed items, the LEOs will vote, with the majority ruling. If a committee is formed from members of the body to resolve the dispute, the committee shall be the final adjudicator and report the resolution to the full LEOs. Continued performance during disputes is assured.

11. Local Board Budget Approval

Annually, 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 with input from the LEOs through participation on the Executive Committee and as ex-officio members of the Workforce Board. The LWDB will approve the budget by majority vote and present to the CLEO for approval. The Executive Director will advise the Board Chairman and CLEO of additional funding opportunities and special projects between regular meetings and report opportunities and projects to the standing committees for presentation to the full board, including LEOs at regular meetings. Fiscal oversight and performance reviews of the local area and One-Stop Operator will occur quarterly at joint LWDB and CLEO meetings to ensure each county's workforce goals and needs are addressed according to the Local Plan.

12. Amendment(s)

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 Workforce Development Board and the Tennessee Department of Labor and Workforce Development, Program Integrity Unit via email to Workforce.Board@TN.gov with all LEO signatures recorded.

13. Effective Date

This Agreement and any amendments hereto shall be effective between and among each county adopting this Agreement as of the date of the signing by the CLEO, pursuant to the Governor's designation of the aforementioned eight (8) counties, for execution of activities authorized by the Workforce Innovation and Opportunity Act.

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14. Termination/Duration of Agreement

This Agreement becomes effective **July 1, 2025,** upon acceptance by all parties, for execution of activities authorized by the Workforce Innovation and Opportunity Act and shall remain in force until such time a County Mayor calls for a modification, amendment, alteration of the terms or conditions contained herein or a maximum of two (2) years from the latest fully executed agreement, but no later than **June 30, 2027.**

15. Communication of LEOs

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/Vice CLEO as a member of the LWDB Executive Committee and Board of Directors will be included as updates at quarterly meetings of the LWDB. Meeting Agendas are set in consultation with the Board Chair and CLEO and will include Board Committee Reports, as well as an "Other" agenda item to promote membership contribution regarding the shared vision, goals, and strategy. The LEOs serve as ex-officio members of the Southwest TN Workforce Board and are encouraged to attend all meetings to communicate shared goals and assure that the vision and needs of their communities are addressed. Detailed reports are provided to the American Job Center Committee and Outreach and Opportunity Committee to assure resources are utilized for workforce development across the LWDA. The committees report to the full board at quarterly meetings. LEOs will also meet separately annually.

16. Oversight and Performance Review

A primary function of the LWDB and LEOs is to provide oversight. The Staff to the Board provide detailed fiscal and programmatic monitoring and performance reports for the LWDA and One-Stop Operator to the appropriate Standing Committee of the LWDB throughout the year. Each standing committee provides a report to the full LWDB. The Executive Committee, which includes members of the LEOs, reviews the fiscal and programmatic monitoring and performance reports to assure the One-Stop system maintains an efficient and effective capacity to serve the LWDA, and to ensure each county's workforce goals and needs are addressed according to the local plan. A Financial Status report including budget and expenditures is included on the agenda for each workforce board meeting. In addition to local instruments, the Staff to the Board includes oversight information provided by the State such as Report Cards, Dashboards, Score Cards, etc. to communicate performance related to fiscal, monitoring and oversight of the programs.

17. Signatures

This Agreement is entered into by and on the behalf of:

LEO Name: Barry Hutcherson
Representation: Chester County Mayor
Contact Info:
P.O. Box 296
Henderson, TN 38340
(731) 989-5672
bhutcherson@chestercountytn.org

Signature: Barry Hutcherson Date: 6-12-25

Document ID: 2a312e0347b927cc770203043bf3425e952ea37eb2b91895eb772b5a8915d19b

LEO Name: Todd Pulse
Representation: Hardeman County Mayor
Contact Info:
P.O. Box 250
Bolivar, TN 38008
(731) 658-3266
mayorpulse@hardemancounty.org

Signature: Mayor Todd Pulse Date: 07/23/2025 PDT
Signer ID: FHNEDOKD15...

LEO Name: Kevin Davis
Representation: Hardin County Mayor
Contact Info:
465 Main Street
Savannah, TN 38372
(731) 925-9078
kevin.davis@hardincountytn.net

Signed by:
Signature: Mayor Davis Date: 6/20/2025
168EFF4F00B84B8...

LEO Name: David Livingston
Representation: Haywood County Mayor
Contact Info:
1 North Washington
Brownsville, TN 38012
(731) 925-9078
livingstondml@aol.com

Signature: [signature] Date: 01/20/2025

LEO Name: Robbie McCready
Representation: Henderson County Mayor
Contact Info:
17 Monroe Ave., Suite 4
Lexington, TN 38351
(731) 968-0122
mccready.robbie@hendersoncountytn.gov

Signed by:
Signature: James R. McCready Date: 6/20/2025
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LEO Name: A.J. Massey
Representation: Madison County Mayor
Contact Info:
100 East Main, Suite 302
Jackson, TN 38301
(731) 435-6020
amassey@madisoncountytn.gov

Signature: _____ Date: 6/12/25

LEO Name: Larry Smith
Representation: McNairy County Mayor
Contact Info:
170 West Court Avenue, Rm 201
Selmer, TN 38375
(731) 645-3472
mayor@mcnairycountytn.com

Signature: Larry W. Smith Date: 8-12-2025

This agreement is effective July 1, 2025 as signified by signature of the Chief Elected Official.

CLEO Name: Mike Creasy
Representation: Decatur County Mayor
Contact Info:
P.O. Box 488
Decaturville, TN 38329
(731) 852-2131
mcreasy@decaturcountytn.org

Signature: Mike Creasy Date: 6/12/2025

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Appendix A

Fiscal Agent Contact

In accordance with WIOA Sec. 107(d)(12)(B)(i)(II), the parties to this Agreement have agreed the Workforce Innovations, Inc. shall serve as Fiscal Agent for the Southwest TN Workforce Development Area. The name, representation, contact information and signature of the Fiscal Agent is as follows. By signing this document the Fiscal Agent verifies he/she has read and understands the responsibilities and liabilities of the role as sub-recipient described in WIOA Sec. 107(d)(12)(B)(i)(II). Change in Fiscal Agent will require a new Appendix A signed by all parties.

Signed by:
Jimmy Williamson
04805EDDF2C344B...

7/8/2025

Jimmy Williamson, President/Chairman
Workforce Innovations, Inc.
Jimmy.williamson@att.net
731-445-1007

Date

JBane

6/12/25

Jennifer Bane, Executive Director
Workforce Innovations, Inc.
jbane@wfiinc.org
731-286-3585

Date

Mike Creasy

6/12/25

Mike Creasy, Chief Local Elected Official
Southwest TN Local Elected Official Consortium
mcreasy@decaturcountytn.org
(731) 852-2131

Date

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Appendix B-1

New Local Elected Official or Chief Local Elected Official:

A newly elected Local Elected Official or Chief Local Elected Official shall sign this addendum acknowledging he/she has read, understands and will comply with this LOCAL ELECTED OFFICIALS INTERLOCAL CONSORTIUM AGREEMENT for Southwest Tennessee Workforce Development Area including Chester, Decatur, Hardeman, Hardin, Haywood, Henderson, Madison, and McNairy Counties. The newly elected CLEO or LEO reserves the option to request negotiations to amend the LEO Interlocal Consortium Agreement at any time during the official's tenure as a LEO.

Jeffery Richmond 9/23/26

, County Mayor Date

Address: 1 North Washington Ave.
City, State, Zip: Brownsville, TN. 38012
Phone: 731-772-1432
Email: jrichmond@haywoodtn.gov

Mayor Mike Creasy 09/24/2026 PDT

Signer ID: Q9MSUZQXA8

Mike Creasy, Chief Local Elected Official Date
Southwest TN Local Elected Official Consortium
mcreasy@decaturcountytn.org
(731) 852-2131

Document ID: 0e2f6e0e8993bfc6449b27a664b1c92a5eb9255a8861967a0e936ab0b4f527e

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New Local Elected Official or Chief Local Elected Official:

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Mayor Anthony Knight 10/21/2026 PDT

Signer ID: 0BLZUAHYTN... Anthony Knight, County Mayor McNairy Date

Address: 170 West Court Ave, Suite 201
City, State, Zip: Selmer, TN 38375
Phone: 731-645-3472
Email: mayor@mcnairycountytn.com

Mayor Mike Creasy 10/22/2026 PDT

Signer ID: Q9MSUZCX18... Mike Creasy, Chief Local Elected Official Date

Southwest TN Local Elected Official Consortium
mcreasy@decaturcountytn.org
(731) 852-2131

Document ID: 2a312c0247b697cc770293062bfb635c9526a17cb2b91395eb773b5a8915d19b
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Appendix C

Agreement Between Board Chairperson and Chief Local Elected Official

As Board Chairperson, I agree with all aspects set forth by this agreement and will adhere to organizing and facilitating a joint effort in collaborating with the respective Consortium of Local Elected Officials.

Ben Ferguson, Board Chair — 6/12/25 Date

Mike Creasy, Chief Local Elected Official — 6/12/25 Date

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