

**INTERLOCAL AGREEMENT  
BY AND BETWEEN THE  
CHIEF LOCAL ELECTED OFFICIAL (CLEO),  
LOCAL ELECTED OFFICIAL (LEOs)  
AND  
SOUTHWEST HUMAN RESOURCE AGENCY  
(SERVING AS FISCAL AGENT)  
OF  
LOCAL WORKFORCE DEVELOPMENT AREA-11**

**1) Purpose of This Agreement:**

This Agreement is entered into on this 1<sup>st</sup> day of July 2017, by and between the following parties: Chester, Decatur, Hardeman, Hardin, Haywood, Henderson, Madison and McNairy Counties, political subdivisions of the State of Tennessee; as noted in Sec. 107 (c)(1)(B)(i) of the Federal Public Law 113-128 , of the Workforce Innovation and Opportunity Act, shall execute a written agreement that specifies the respective roles and liability of the individual LEO.

**2) Designation of a Chief Local Elected Official (CLEO):**

The parties to this Agreement agree that the Chief Local Elected Official shall be selected to serve as Chairperson by the body of CEOs and shall serve as Grant Recipient, acting on behalf of the other CEOs to execute any documents as may be reasonably necessary to implement the provisions of the WIOA, but that Southwest Human Resource Agency, shall serve as Grant Sub-recipient and Fiscal Agent for Local Workforce Development Area 11 (LWDA-11) and shall request that WIOA funds flow directly from the State to the Grant Sub-recipient. A Vice-Chairperson may be selected by the body of CEOs and may be authorized to act on behalf of the Chairperson with the Chairperson's written authority to do so.

**3) Participating Local Elected Officials (LEOs):**

Appendix A – located on page 3 of this document, list all LEOs within the LWDA and include: name, representation, contact information, and the LEOs signature.

**4) Dispute Resolution:**

Disputes among LEOs regarding Local Board Appointments and carrying out of other responsibilities under WIOA will be resolved by the LWDA Director calling a special meeting of the eight LEOs in LWDA-11. After discussion of all dispute items, the LEOs will be asked to vote and the majority will rule.

**5) Fiscal Agent or Grant Subrecipient Designation:**

In accordance with WIOA Sec. 107(d)(12)(B)(i)(II), the parties to this Agreement have agreed that Southwest Human Resource Agency shall serve as Fiscal Agent for the Local Workforce Development Area 11.

Further, in accordance with Sec. 107(f)(1), the parties to this Agreement have agreed that Southwest Human Resource Agency shall serve as Administrative Entity to provide staff to assist in carrying out the functions of the local board. In so much as WIOA Sec. 107(g)(1)(A) states "except as provided in subparagraph (B), no local board may provide training services" and Southwest Human Resource Agency as the named Administrative Entity to provide staff to the LWDA is a training provider, a waiver under Sec. 107(g)(1)(B) is required.

The parties to this Agreement agree that the Fiscal Agent shall serve as Administrative Entity for LWDA 11.

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

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 Section 107(d)(12)(B)(i) of the WIOA. Parties agree to distribute such liability equally 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.

**7) Communication:**

The CLEO will conduct quarterly meetings with the LEOs regarding LWDB activities. The CLEO, LEOs, and the LWDB will meet quarterly. Special called joint meeting(s) with the CLEO, LEOs, and the LWDB will be conducted as the CLEO or the Director of LWDA-11 sees fit.

**8) LWDB Budget Approval:**

Annually, the Local Workforce Development Board will develop a budget based on allocations to be presented to the CLEO for approval as required in WIOA Sec. 107(d)(12)(A).

**9) LWDB Member Representation:**

The LWDB is constituted in accordance with the requirements of Section 107 of the WIOA, and shall be appointed by the respective County Mayors/Executives in a manner consistent with the provisions of the WIOA. The number and distribution of board membership shall be determined collectively by the CEOs, consistent with the provisions of the state plan and Section 107 (b) of the WIOA, and Tennessee Department of Labor and Workforce Development Workforce Services Policy #6 regarding Local Governance.

**10) Selection of a New Chief Local Elected Official:**

When applicable the newly selected CLEO 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 7 of this document.

**11) Election of a New Local Elected Official:**


When applicable the newly selected LEO must submit a written statement to the LWDB acknowledging that they have read, understood, and will comply with the current Interlocal Agreement. This will be carried out on Appendix D on page 7 of this document.

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

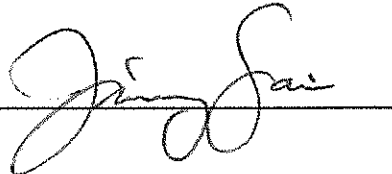
The amended Agreement becomes effective upon acceptance by all parties for execution of activities authorized by the Workforce Innovation and Opportunity Act and shall remain in force until such time a County Mayor/Executive calls for a modification, amendment, or alteration of the terms or conditions contained herein. All amendments or changes will be submitted to the LWDB and the TDLWD.

**Appendix A:**


LEO Name: Dwain Seaton  
Representation: Chester County Mayor  
Contact Info:  
P.O. Box 296  
Henderson, TN 38340  
(731) 989-5672  
dwain1@bellsouth.net

Signature: 

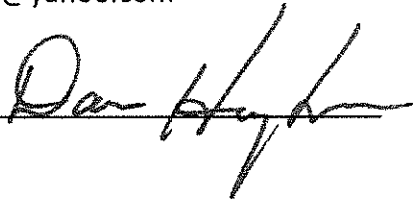
LEO Name: Jimmy Sain  
Representation: Hardeman County Mayor  
Contact Info:  
P.O. Box 250  
Bolivar, TN 38008  
(731) 658-3266  
lindaervin@aeneas.net

Signature: 


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

Signature: 

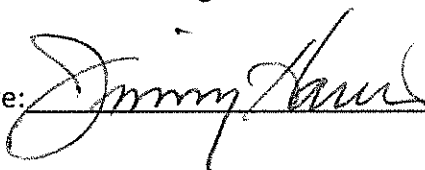
LEO Name: Dan Hughes  
Representation: Henderson County Mayor  
Contact Info:  
17 Monroe Ave., Suite 4  
Lexington, TN 38351  
(731) 968-0122  
danhughes7@yahoo.com

Signature: 

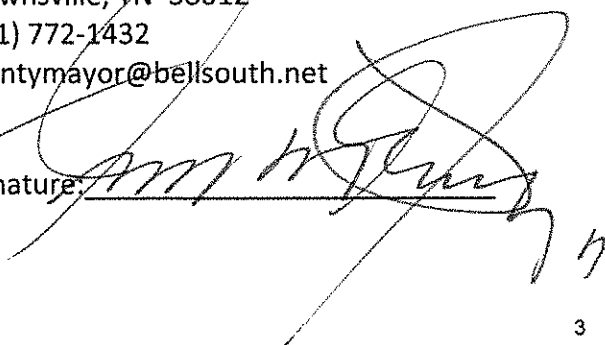
LEO Name: Kevin Davis  
Representation: Hardin County Mayor  
Contact Info:  
465 Main Street  
Savannah, TN 38372  
(731) 925-9078  
hcexe@charter.net

Signature: 

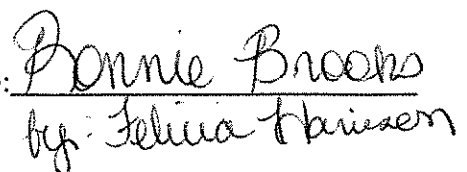
LEO Name: Jimmy Harris  
Representation: Madison County Mayor  
Contact Info:  
100 East Main, Suite 302  
Jackson, TN 38301  
(731) ~~435~~<sup>423</sup> 6020  
jharris@co.madison.tn.gov

Signature: 

LEO Name: Franklin Smith  
Representation: Haywood County Mayor  
Contact Info:  
1 North Washington  
Brownsville, TN 38012  
(731) 772-1432  
countymayor@bellsouth.net

Signature: 

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

Signature:   
by: Felicia Harrison

**Appendix B:**

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).

Fiscal Agent Name: Southwest Human Resource Agency

Representation: LWDA-11 Fiscal Agent

Contact Info:

Mike Smith

P.O. Box 264

Henderson, TN 38340

(731) 989-5111

msmith@swhra.org

Signature: 

**Appendix C:**

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

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 Section 107(d)(12)(B)(i) of the WIOA. Parties agree to distribute such liability equally 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.

**LWDA-11 CLEO**



Dwain Seaton, Chester County Mayor

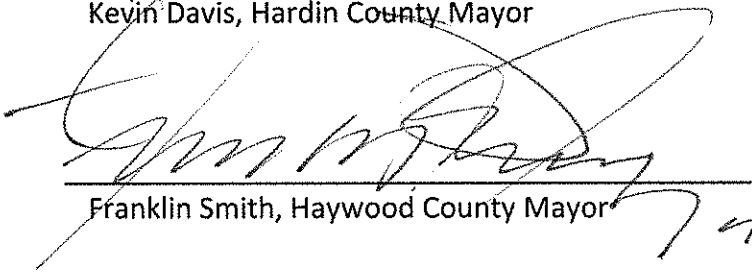
**LWDA-11 LEOs**



Mike Creasy, Decatur County Mayor



Kevin Davis, Hardin County Mayor



Franklin Smith, Haywood County Mayor



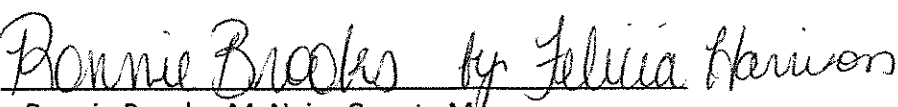
Jimmy Sain, Hardeman County Mayor



Dan Hughes, Henderson County Mayor



Jimmy Harris, Madison County Mayor



Ronnie Brooks, McNairy County Mayor

**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 current Interlocal Agreement. Signing below demonstrates that the newly elected individual understands their roles and responsibilities.

**Newly Selected CLEO:**

Name:  
Representation:  
Contact Info:

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

**Newly Selected LEO:**

Name:  
Representation:  
Contact Info:

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