

Local Elected Official Interlocal Agreement
Workforce Innovation and Opportunity Act
Greater Memphis, Local Workforce Development Area, Tennessee

This Agreement is among the following counties: Shelby, Fayette, Lauderdale, and Tipton. This four-county area is hereinafter referred to as the "Parties."

Whereas, Federal Public Law 113-128, the Workforce Innovation and Opportunity Act Law (hereinafter "WIOA"), codified at 29 U.S.C.A. Chapter 32, was enacted by the Congress of the United States and signed into Law by the President of the United States in 2014, and Title I of WIOA 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, provide workforce development activities that increase the employment, retention, and earnings of participants, and raise the attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, increase economic self-sufficiency, meet the skill requirement of employers and enhance the productivity and competitiveness of the nation; and,

Whereas, As noted in WIOA Sec. 107(c)(1)(B)(i), and in the final rule, 20 CFR.679.310(e), if a Local Workforce Development Area (the "LWDA") includes more than one unit of government, the Local Elected Officials, known as the "LEOs," and each individually a "LEO," shall execute a written agreement that specifies the respective roles and liability of the individual LEO. This Local Elected Official Agreement is entered into by the LEOs of the following counties in West Tennessee: Shelby, Fayette, Lauderdale, and Tipton Counties in West Tennessee. The term of this Agreement cannot exceed two (2) years, with this Agreement beginning on November 17, 2023, and ending on June 30, 2025; and

Whereas, in accordance with WIOA Sec. 106(b)(2), the Governor (the "Governor") of the state of Tennessee (the "State") shall approve a request for initial designation as an LWDA 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 two years preceding the date of enactment of this such act. Further, to promote the effective delivery of workforce investment activities, WIOA Sec. 107(c)(1)(B)(i) provides that the LEOs of general local governments may execute an agreement that specifies the respective roles of the LEOs; and,

Whereas, as of the effective date, the Governor has designated the Parties to this Agreement as a LWDA for the purpose of the WIOA; and

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

Whereas, the LEOs, within the meaning of the WIOA, 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. Accordingly, the Parties to this Agreement have established the Greater Memphis Local Workforce Development Board ("GMLWDB") to fulfill these responsibilities; and

Whereas, it is the responsibility of the Chief Local Elected Official ("CLEO") in the LWDA to appoint members of the LWDB for the individuals nominated or recommended to be such members by the WIOA Sec. 107(b) and through an agreement entered into by the County Mayor of each county; and

Whereas, in partnership with the LWDA under this title, such officials are responsible for carrying out all other responsibilities, including but not limited to additional functions described in WIOA Sec. 107(d) to include workforce research, regional labor market information; convening, brokering, leveraging, employer engagement, developing a local plan, career pathways development, proven and promising practices, technology; program oversight, negotiation of local performance accountability measures selection of operators and providers; coordination with educational providers, budget and administration and accessibility for individuals with disabilities.

The Parties agree to the following:

1. Establishment of the Greater Memphis Local Elected Officials Consortium
This multi-jurisdictional arrangement (hereinafter called the "LEO Consortium") is established 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 LEO Consortium shall consist of the County Mayor or their successors from the four (4) member counties, each voting as an individual entity.
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 with the power to levy taxes and spend funds. The governing body of each of the Parties to this

Agreement is its County Legislative Body, and each party is further identified as follows:

- County Mayor, Shelby County, Tennessee
- County Mayor, Fayette County, Tennessee
- County Mayor, Lauderdale County, Tennessee
- County Mayor, Tipton County, Tennessee

3. Geographical Area to be Served by this Agreement

The geographical area that this Agreement will serve is the entire geographical area of each of the four (4) member counties.

4. Local Workforce Area Designation

Under the designation by the Governor, the four (4) counties constituting the LEO Consortium shall be a LWDA as provided for in Section 106 of Title I under WIOA for the geographical area covered by this Agreement.

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

The Parties to this Agreement agree that a Chief Local Elected Official ("CLEO") shall be selected by the body of LEOs and shall serve as the grant recipient for all local WIOA funds. The CLEO, acting on behalf of the other LEOs, shall execute any documents as may be reasonably necessary to implement the provisions of WIOA, including signing contracts related to the expenditure of WIOA funds. The LEO Consortium hereby agrees to designate the Mayor of Shelby County as the CLEO to serve as the local grant recipient in accordance with WIOA.

A. Appointment process and term of the Chief Local Elected Official

The CLEO shall serve for a term of four (4) years beginning from his/her date of election and can succeed him/herself at the agreement of the other LEOs or until the CLEO properly notifies the LEO Consortium of their intent to serve no longer. A new CLEO will be selected by a majority vote by the LEO Consortium. The GMLWDB must notify the TN Department of Labor and Workforce Development within five days of a change in the CLEO.

B. Removal Process of the Chief Local Elected Official

The LEO Consortium may, by a two-thirds vote or 66% majority vote at a meeting at which a quorum is present, remove the CLEO when, in its judgment, the best interest of the LWDA will be served thereby or when the

CLEO is believed not to be performing his/her function, including, but not limited to, compliance with conflict-of-interest requirements and attendance expectations. Intent to recall or remove the CLEO 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 days prior to the meeting. The GMLWDB must notify the TN Department of Labor and Workforce Development within five days of a change in the CLEO role.

C. Vice-CLEO

A Vice-CLEO may be selected by the LEO Consortium, pursuant to a majority vote of the LEOs, and such person may be authorized to act on behalf of the CLEO with CLEO's written authority to do so. The LEO Consortium may, by a two-thirds vote or 66% majority vote at a meeting at which a quorum is present, remove the Vice-CLEO when, in its judgment, the best interest of the LWDA will be served thereby or when the Vice-CLEO is believed not to be performing his/her function. Intent to recall or remove the Vice-CLEO 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 days prior to the meeting.

D. Designation of the CLEO to serve as the Signatory Authority

The CLEO shall be empowered to sign all legal and non-legal documents on behalf of the LEO Consortium, as designated signatory authority. The CLEO may delegate signatory authority to the Vice-CLEO when necessary, and any such delegation must be in writing. Such a person has the authority to sign documents as set forth in the written delegation, and which may include contracts, proposals, plans, or other documents that may be reasonably necessary to implement the provisions of WIOA. Should the CLEO become completely incapacitated or unable to perform duties under this Agreement, the Vice-CLEO will serve.

E. Decisions that may be made by the CLEO on behalf of LEO Consortium

The CLEO shall in general be primarily responsible for the management of the programmatic and administrative affairs of the LEO Consortium and for implementing the policies and directives of the LEO Consortium; shall preside at all meetings involving the LEO Consortium; and have authority to sign contracts, proposals, plans or other documents that may be reasonably necessary to implement the provisions of WIOA.

F. Name, title, and contact information of the appointed CLEO

Chief Local Elected Official:

Lee Harris, Mayor of Shelby County

160 N. Main, 11th Floor, Memphis, TN 38103

(901) 222-2000

officeofthemayor@shelbycountyttn.gov

G. 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 GMLWDB 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 in the form attached hereto as **Appendix D** 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 LEO. This agreement will be reviewed within ninety (90) days of a county mayor election to determine if updates are required.

6. 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 a 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 that the Greater Memphis Chamber shall serve as Fiscal Agent (the "Fiscal Agent") for the LWDA; see **Appendix C**, which includes the name, representation, and signature of the Fiscal Agent.

Greater Memphis Chamber, as fiscal agent, shall serve as the Grant Sub-recipient. WIOA funds will flow directly from the State of Tennessee to Greater Memphis Chamber, as the Grant Sub-recipient.

In general, Greater Memphis Chamber, as fiscal agent for the LEO Consortium, will be responsible for the following functions:

- 1) Receive funds to expend or disburse for the purposes authorized by WIOA.
- 2) 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.

- 3) Respond to audit financial findings.
- 4) Maintain an appropriate system of internal controls, proper accounting records, and adequate documentation.
- 5) Prepare financial reports.
- 6) Provide technical assistance to sub-recipients regarding fiscal issues.
- 7) Procure contracts or obtain written agreements.
- 8) Conduct financial monitoring of service providers.
- 9) Ensure independent audit of all employment and training programs.
- 10) Comply with State and federal reporting requirements and timelines defined by the Tennessee Department of Labor and Local Workforce Development (the "TDLWD").
- 11) Provide requested documentation to State monitors and external auditors.
- 12) Other duties as required by direction of the CLEO or the GMLWDB.

Additionally, to prevent a lapse in services in the event of a delay in receiving funding from the TDLWD, the Fiscal Agent is authorized to secure a line of credit, which may only be secured upon the approval of the LEO Consortium for the specified amount. Once secured, the line of credit may only be utilized with the approval of the LEO Consortium 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: the Fiscal Agent and the CLEO.

7. 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 CLEO shall assume responsibility for the misuse of funds, in accordance with WIOA Sec. 107(d)(12)(B)(i)(I). Parties agree to distribute such liability accordingly:

Liability under this Agreement shall be covered as follows:

- 1) First priority – Recover funds from the contractor, agent, or third party incurring the liability;
- 2) Second priority – Recover the funds from an insurance carrier or bond insurer;
- 3) Third priority – The Fiscal Agent shall repay the disallowance from its funds as permitted by law;
- 4) Fourth priority – The CLEO in accordance with WIOA.

The Fiscal Agent will calculate such liability and present to the CLEO, who will provide a copy of documentation of all disallowed costs to the LEO Consortium. Funds will be reimbursed to the TDLWD as required.

Upon execution of this Agreement, the GMLWDB shall provide the LEO Consortium with satisfactory evidence of adequate insurance coverage including, but not limited to, general and special liability insurance with coverage limits of not less than \$500,000.00, and subject to increase upon request of the CLEO, audit exception insurance, and all State and federal mandated insurance.

- 1) The GMLWDB shall require all subcontractors and agents to provide satisfactory evidence of insurance showing the GMLWDB and Shelby County Government as additional insureds and indemnification of each.
- 2) Liability insurance shall be maintained at all times as directed by the CLEO, provided, however, the CLEO may procure audit liability only as is available at a reasonable financial cost.

8. Affirmation, Composition, and Appointment of the Greater Memphis Workforce Development Board.

WIOA Sec. 107(c)(1)(A) authorizes LEOs 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 Greater Memphis Local Workforce Development Board (GMLWDB) lies solely with the CLEO.

A. Membership and Composition of the GMLWDB

The number of the members of the GMLWDB shall not be less than the minimum number required under the Act as set forth in Sec 107(b) of the WIOA. The number of members may be increased or decreased from time to time by the CLEO, but no decrease shall have the effect of shortening the term of an incumbent office or member or reducing the number of members below the minimum number required under the Act.

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

A majority of the members of the local board shall be representatives of the private sector as described in Sec 107(2)(a) of WIOA. The LEO Consortium

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 WIOA.

The governor in partnership with the state board, shall establish criteria for use by the CLEO in the GMLWDA for appointment of members to the GMLWDB. Such criteria shall require that, at a minimum:

- I. **Representatives of Business** – a minimum of 51% of the members of each local board shall be representatives of business in the local area, who –
 - a. are owners of business, chief executive officers, chief operating officers, or other business executives or employers with optimum policy-making or hiring authority; and
 - b. represent businesses, including small business (at minimum 2 members), 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
 - c. are appointed from among individuals nominated by local business organizations and business trade associations;
- II. **Labor Organization Representatives** – a minimum of 20% of the membership shall be representatives of the workforce within the local area, who –
 - a. 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;
 - b. shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such program exists.
 - c. may include one or more representatives of community-based organizations that have demonstrated experience and

expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or provide or support competitive integrated employment for individuals with disabilities; and

- d. may include one or more 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.

III. **Representatives of Education & Training** – each local board shall include representatives of entities administering education and training activities in the local area, who –

- a. shall include a representative of eligible providers administering adult education and literacy activities under WIOA title II.
- b. shall include at least one representative from an institution of higher education providing workforce investment activities, including community colleges; and
- c. may include representatives of local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;

IV. **Representatives of Government, Economic, and Community Development** – each local board shall include representatives of government and economic and community development entities serving the local area, who –

- a. shall include a representative of economic and community development entities;
- b. 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;
- c. 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, serving the local area;
- d. may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and

- e. may include representatives of philanthropic organizations serving the local area; and
- V. **Discretionary Representatives** – each local board may include such other individuals or representatives of entities as the CLEO in the local area may determine to be appropriate.

B. Terms of Board Members

In accordance with the GMLWDB Bylaws, the terms of board membership shall be a fixed term of three (3) years from appointment. Successive board membership terms and term limits shall be in accordance with the GMLWDB Bylaws And member terms will be staggered so all terms do not expire at the same time.

C. Nominations of Board Members

Nominations shall be solicited by the CLEO 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 GMLWDB.

The following documentation shall be submitted for approval of the nomination of each individual selected to serve on the LWDB:

- 1) A nomination form signed by the CLEO; and
- 2) A conflict-of-interest form signed by the nominee to the GMLWDB.

Additionally, the CLEO shall ensure that the composition of the GMLWDB is fair and equitable across the GMLWDA by requiring at least one (1) nomination per county and reflective of the demographics of the GMLWDA in accordance with the most recent US Census and represents diverse geographic areas within the local area, as much as possible. Further, the LEOs for Fayette, Lauderdale, and Tipton may jointly nominate one (1) additional individual to serve on the GMLWDB. This results in a collective total of four (4) nominations for these counties as follows:

Fayette-1 representative

Lauderdale-1 representative
Tipton-1 representative
Joint nomination by the three counties-1 representative

This representation is reflective of at least the percentage of funding allocated by the State of Tennessee to each county.

In accordance with GMLWDB, local governance and documentation for renewal of an GMLWDB 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 GMLWDB members in good standing. The renewal form must acknowledge the following:

- 1) The member's organization or company that they indicated on the nomination form;
- 2) The member has a conflict-of-interest form signed within one full calendar year of membership renewal;
- 3) The member has not violated the GMLWDB's bylaws that would bring cause to the termination of their appointment; and
- 4) The member's new start and end dates of service in compliance with the term limits of the GMLWDB bylaws.

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

D. Prohibition

Staff to the GMLWDB, Fiscal Agent staff, Staff employed by One-stop operators, and contracted service providers shall be prohibited from serving on the GMLWDB to avoid conflicts of interest.

E. Appointment and Certification

GMLWDB member appointments must be signed by the appointing CLEO and submitted to the staff of the GMLWDB using the appropriate GMLWDB Nomination Form. Completed nomination forms and required documents must be submitted to the TDLWD at Workforce.Board@tn.gov for review. Once the form has been reviewed, the GMLWDB will receive a follow-up letter of certification or denial. The letter will also request additional information when submitted documentation is insufficient to decide. The

member must not be seated on the GMLWDB until a certification letter from TDLWD has been received to affirm the nomination.

F. 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 CLEO immediately as a representative of that entity. The GMLWDB will maintain documentation of GMLWDB member violation(s) and subsequent removal in the form of attendance logs, conflict of interest forms, and other necessary documentation.

G. Mid-Term Appointment:

GMLWDB members replacing outgoing individuals at mid-term will serve the remainder of the outgoing member term.

H. Vacancies:

Any vacancy on the GMLWDB will be filled within one (1) full calendar quarter from expiration or the last official day that the member served on the GMLWDB, 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 GMLWDB, with a vacancy or term expiration beyond the period described in the bylaws, must be approved through a waiver from the TDLWD before the GMLWDB meeting of such action. Waivers are to be requested in writing to the Assistant Commissioner of Workforce 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.

I. Removal:

Any member of the GMLWDB will be removed for cause by the CLEO if any of the following occurs:

- 1) Documented violation of conflict of interest;
- 2) Failure or refusal to work cooperatively with the GMLWDB and to abide by the Bylaws;
- 3) Documented proof of fraud and/or abuse;
- 4) Failure to meet LWDB member representation requirements as defined in WIOA; and
- 5) Other causes as determined by the Board.

Removal of a member shall also constitute removal as an officer of the GMLWDB and as a member of all committees of the GMLWDB. Intent to remove a member must be stated in the call of the GMLWDB meeting and provided to all voting members at least five (5) days before the meeting. Removal of a member requires a two-thirds (2/3) vote at the LWDB meeting, at which a quorum is present.

- 1) Any GMLWDB member missing three (3) consecutive meetings may be replaced at the sole discretion of the CLEO.
- 2) A member who has a change of employment that results in a change of membership classification must resign or be removed from the GMLWDB by the CLEO immediately as a representative of that entity.

The GMLWDB will maintain documentation of Board member violation(s) and subsequent removal in the form of attendance logs, conflict of interest forms, and other necessary documentation. A GMLWDB member subject to removal will be notified, in writing, within fifteen (15) days of the decision and will be provided with the reason for removal. A GMLWDB member subject to removal may appeal by submitting a letter in writing to the CLEO within 30 days of notice of removal stating reasons to remain an active member of the GMLWDB.

The appeal must be sent by certified mail (return receipt) to the CLEO, in the care of the Executive Director of the Fiscal Agent, at 100 Peabody Pl #1000, Memphis, TN 38103. A committee of LEOs will review the appeal and make a decision prior to the GMLWDB's next scheduled date.

J. Executive Committee:

The GMLWDB Executive Committee membership and responsibilities shall be as set forth in the GMLWDB bylaws.

K. Standing Committees:

In accordance with WIOA Section 107(b)(4)(A), the GMLWDB may designate and direct the activities of standing committees to provide information and assist the GMLWDB 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 jurisdiction, subject to final approval by the GMLWDB. Such standing committees shall have a Chair representing private business and a Vice-Chair who is a member of the GMLWDB representing private business, labor organization, apprenticeship program, or economic and community development entity; may include other members of the GMLWDB; and shall

consist of different individuals appointed by the GMLWDB who are not members and who are determined to have appropriate experience and expertise. In accordance with the GMLWDB bylaws, at a minimum, the GMLWDB shall designate each of the following:

- 1) Youth Committee
- 2) Any additional standing committees deemed appropriate and decided by the Executive Committee
- 3) When deemed necessary or appropriate, the GMLWDB Chairperson shall have the authority to appoint temporary or ad hoc committees for special projects, including the Chair of said committee.

L. Board of Directors:

The Board of Directors includes the CLEO, Vice-CLEO, Board Chairperson, and those additional members as set forth in the GMLWDB bylaws. 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 GMLWDB, and none of its acts shall conflict the bylaws or stated policies of the GMLWDB. The Board of Directors shall be responsible for ensuring board actions comply with all federal, state, and local laws, regulations and policies.

9. Dispute Resolution

In the event that an impasse should arise between the LEOs of the LEO Consortium regarding GMLWDB 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, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to all Parties. After discussing all disputed items, the LEO Consortium will vote with the majority ruling. If the impasse remains, the CLEO shall cast the tie-breaking vote.

10. Local Board Budget Approval

Annually, in accordance with WIOA Sec. 107(12)(A), the GMLWDB will develop the GMLWDA budget upon notification of allocations from the TDLWD with input from the LEOs through participation on the Executive Committee and as ex-officio

members of the GMLWDB. The GMLWDB will approve the budget by a majority vote and present it to the CLEO for approval.

The Executive Director will advise the GMLWDB Chairperson 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 GMLWDB, including LEOs, at regular meetings. Fiscal oversight and performance reviews of the local area and one-stop operator will occur quarterly at joint GMLWDB and CLEO meetings to ensure each county's workforce goals and needs are addressed according to the local plan.

11. Communication of LEOs

Whenever a party desires to give notice to the other, notice must be given in writing or electronically. Notices of quarterly meetings of the GMLWDB will be sent to all LEOs as an invitation to meet jointly with the GMLWDB in the capacity of ex-officio members. These notices will be sent electronically by the GMLWDB by a designated member of the GMLWDB staff. Special meetings will be held as deemed necessary and coordinated by the CLEO with assistance from Staff to the Board.

Decisions made by the CLEO as a member of the GMLWDB Executive Committee and LWDB will be included as updates at quarterly meetings of the GMLWDB. Meeting agendas are set in consultation with the GMLWDB Chairperson and CLEO. They will consist of Board Committee Reports and other agenda items to promote membership contribution regarding the shared vision, goals, and strategy. The LEOs serve as ex-officio members of the GMLWDB. They are encouraged to attend all meetings to communicate shared goals and ensure that the vision and needs of their communities are addressed. Detailed reports are provided by the staff of the GMLWDB to the one-stop center operator and standing committees to ensure resources are utilized for workforce development across the GMLWDA. The committees report to the entire GMLWDB at quarterly meetings. The LEO Consortium will also meet separately annually.

12. Oversight and Performance Review

A primary function of the GMLWDB and LEOs is to provide oversight. The staff of the GMLWDB provides detailed fiscal, monitoring, and performance reports for the GMLWDA and One-stop operator to the appropriate Standing Committee of the GMLWDB throughout the year. Each standing committee provides a report to the full GMLWDB.

The Executive Committee, which includes members of the LEOs, reviews the fiscal, monitoring, and performance reports to ensure the one-stop system maintains an efficient and effective capacity to serve the GMLWDA and to provide 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 regional instruments, the staff of the GMLWDB contains oversight information provided by the State, such as report cards, dashboards, scorecards, etc., to communicate performance related to fiscal monitoring and oversight of the programs.

Reports- GMWDB will generate, maintain, and submit proper reports relating to its operations and expenditures inclusive of county-by-county reporting. In addition, all fiscal agent reports and invoices will be paid/submitted within the time frame requested by TDLWD.

Management Information Systems- GMWDB will monitor and validate the data reporting within the AJC system.

Monitoring of Local Contracts- The GMWDB Monitoring Policy includes a system of monitoring contracts to ensure compliance in regard to deliverables, performance, allowable expenditures, efficiency and effectiveness, and overall allowable activities. Oversight of contracts will include reviewing the performance of the OSO, service providers and employers and ensuring equity of service delivery regionally.

Transparency- GMWDB and fiscal agent shall submit all requested reports and information to LEO Consortium and TDLWD in an accurate and timely manner.

13. 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 equal dignity herewith. All amendments or changes must be submitted to the GMLWDB and the TDLWD, with all LEO signatures recorded.

14. Effective Date

This Agreement and any amendments hereto shall be effective between and among each county adopting this Agreement as of the signing by the respective LEOs, under the Governor's designation of the four counties mentioned above, for executing activities authorized by the WIOA.

15. Termination/Duration of Agreement

This Agreement becomes effective November 17, 2023, upon acceptance by all Parties, for the execution of activities authorized by the WIOA and shall remain in force until such time a County Mayor calls for a modification, amendment, or 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, 2025.

APPENDIX A

LOCAL WORKFORCE BOARD SIGNATURES

The CLEO and the GMLWDB Chairperson are responsible for reporting all leveraged resources on financial reports, including all tracking in the State system. The CLEO and the GMLWDB Chairperson must sign and date this form.

Chief Local Elected Official Name Lee Harris, Shelby County Mayor

Chief Local Elected Official Signature 

Date 10/11/24

GMLWDB Chairperson Name Meka Egwuekwe, GMLWDB Chair

GMLWDB Chairperson Signature 

Date _____

APPENDIX B

LEO'S AUTHORITY AND SIGNATURES

The undersigned officials are appropriately authorized to execute this Agreement on behalf of the Parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect. Executed by the individual Parties on the dates of their respective signatures. For counties: Shelby, Fayette, Lauderdale, and Tipton.

Local Elected Official Signature

Lee Harris, Shelby, County Mayor
160 N Main Street Floor 11th
Memphis, TN 38103

Date _____

Local Elected Official Signature

Rhea "Skip" Taylor, Fayette, County Mayor
PO Box 218
13095 N. Main Street
Somerville, TN 38068

Date _____

Local Elected Official Signature

Maurice Gaines Jr., Lauderdale, County Mayor
100 Court Square
Ripley, TN 38063

Date _____

Local Elected Official Signature

Jeff Huffman, County Executive, Tipton County Executive
PO Box 686
103 E Pleasant Ave
Covington, TN 38109

Date _____

****This Agreement is effective November 17, 2023, as signified by the signature of the Local Elected Officials.***

APPENDIX B

LEO'S AUTHORITY AND SIGNATURES

The undersigned officials are appropriately authorized to execute this Agreement on behalf of the Parties, and each party certifies to the others that any necessary resolutions extending such authority have been duly passed and are now in full force and effect. Executed by the individual Parties on the dates of their respective signatures. For counties: Shelby, Fayette, Lauderdale, and Tipton.

Local Elected Official Signature

Lee Harris, Shelby, County Mayor
160 N Main Street Floor 11th
Memphis, TN 38103

Date _____

Local Elected Official Signature

Rhea "Skip" Taylor, Fayette, County Mayor
PO Box 218
13095 N. Main Street
Somerville, TN 38068

_____

Date 10/11/24

Local Elected Official Signature

Maurice Gaines Jr., Lauderdale, County Mayor
100 Court Square
Ripley, TN 38063

Date _____

Local Elected Official Signature

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Jeff Huffman, County Executive, Tipton County Executive
PO Box 686
103 E Pleasant Ave
Covington, TN 38109


Date 10/11/2024

****This Agreement is effective November 17, 2023, as signified by the signature of the Local Elected Officials.***

APPENDIX C

LOCAL WORKFORCE BOARD SIGNATURES

Following WIOA Sec. 107(d)(12)(B)(i)(II), the Parties to this Agreement have agreed the Greater Memphis Chamber shall serve as Fiscal Agent for the LWDA.

The CLEO and the LWDA Chairperson are responsible for reporting all leveraged resources on financial reports, including all tracking in the State system. The CLEO and the LWDA Chairperson must sign and date this form.

Chief Local Elected Official Name Lee Harris

Chief Local Elected Official Signature _____

Date _____

LWDB Chairperson Name Meka Egwuekwe

LWDB Chairperson Signature 

Date 11 October 2024

LWDB Executive Director Name Amber Covington

LWDB Executive Director Signature 

Date 11 October 2024

LWDB Fiscal Agent
Chief Financial Officer Name _____

LWDB Fiscal Agent
Chief Financial Officer Signature _____

Date _____

APPENDIX C

LOCAL WORKFORCE BOARD SIGNATURES

Following WIOA Sec. 107(d)(12)(B)(i)(II), the Parties to this Agreement have agreed the Greater Memphis Chamber shall serve as Fiscal Agent for the LWDA.

The CLEO and the LWDA Chairperson are responsible for reporting all leveraged resources on financial reports, including all tracking in the State system. The CLEO and the LWDA Chairperson must sign and date this form.

Chief Local Elected Official Name Lee Harris

Chief Local Elected Official Signature _____

Date _____

LWDB Chairperson Name Meka Egwuekwe

LWDB Chairperson Signature _____

Date _____

LWDB Executive Director Name Amber Covington

LWDB Executive Director Signature _____

Date _____

LWDB Fiscal Agent
Chief Financial Officer Name Ted Townsend, President & CEO

LWDB Fiscal Agent
Chief Financial Officer Signature  _____

Date 10/11/2024

APPENDIX D

ADDENDUM SIGNATURES

New Local Elected Official ("LEO") or Chief Local Elected Official ("CLEO"):

The undersigned newly elected LEO or CLEO acknowledges and agrees that they have read, understand, and will comply with this Local Elected Officials Interlocal Agreement for Greater Memphis Local Workforce Development Area, including Shelby, Fayette, Lauderdale, and Tipton Counties. The undersigned newly elected CLEO or LEO reserves the option to request negotiations to amend the LEO Interlocal Agreement at any time during the official's tenure as an LEO.

The undersigned newly elected LEO or CLEO Using a fiscal agent does not relieve the elected official of responsibility for the misuse of grant funds allocated to the local area under WIOA sections 128 and 133.

CLEO or LEO Name

Lee Harris

CLEO or LEO Official Signature

Name of Executive, County Name
Physical Work Location

Lee Harris, Shelby County Mayor

Address:

160 N. Main St., Ste 1100
Memphis, TN 38103

Date _____