Interlocal Cooperative Agreement

Among and Between
The Commonwealth of Kentucky Counties of

Daviess, Hancock, Henderson, McLean, Ohio, Union and Webster

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is made among and between the Kentucky Counties of Daviess, Hancock, Henderson, McLean, Ohio, Union and Webster (hereinafter referred to as "Parties") all entities being bodies corporate and politic of the Commonwealth of Kentucky.

WITNESSETH THAT:

WHEREAS, the Kentucky Interlocal Cooperation Act (hereinafter referred to as "State Act"), KRS 65.210 through 65.300 permits the Parties to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and form that will best accord with geographic, economic, population and other factors which influence the needs and development of local communities; and

WHEREAS, the Workforce Innovation and Opportunity Act (hereinafter referred to as the "Federal Act"), enacted by the Congress of the United States, provides for federal United States Department of Labor funds to be granted to the several states for the delivery of services and programs under the Federal Act; and

WHEREAS, the Parties wish to increase the effectiveness of the area's workforce development system under the Federal Act; and

WHEREAS the purpose of this Agreement is to specify the respective roles of the individual Chief Local Elected Official (CLEO) and Local Elected Officials (LEOs) pursuant to Section 107(c) of the Federal Act, and other related Kentucky Revised Statues (KRS) and Kentucky Administrative Regulations (KAR) and to comply with the Kentucky Workforce Development Board's Policy Number 15-002 on Interlocal Cooperative Agreements; and

WHEREAS, the Parties desire to terminate and replace the current Interlocal Cooperative Agreement, dated July 1, 2021, with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the Parties agree to as follows:

1. Execution of Agreement and Effective Date: This Agreement shall become effective upon its approval by the Daviess, Hancock, Henderson, McLean, Ohio, Union and Webster Fiscal Courts and due execution pursuant thereto by each County Judge-Executive (hereinafter referred to collectively as "Local Elected Officials or LEOs"), and upon approval of the Kentucky Commissioner of the Department for Local Government under provisions of the State Act. A

copy of this Agreement, after its full approval shall be duly recorded in the Kentucky Secretary of State's office and with the Kentucky Education and Labor Cabinet (ELC), Department of Workforce Development, as well as the Office of the County Clerks in each county.

2. Agreement Duration: The term of this Agreement shall be from July 1, 2026, through June 30, 2030.

3. Definitions:
    a. WIOA or Federal Act shall mean the Workforce Innovation and Opportunity Act.
    b. Interlocal Cooperative Agreement shall mean a written agreement that specifies the duties of the CLEO and the individual LEOs that are considered the Cooperative.
    c. GRWDA shall mean the Green River Workforce Development Area.
    d. CLEO shall mean the Chief Local Elected Official elected among the Cooperative of Local Elected Officials representing the Local Elected Officials in the GRWDA.
    e. LEOs shall mean the Local Elected Officials (county judge executives of each of the seven (7) counties, as the highest-ranking government officials), included in the GRWDA.
    f. ELC shall mean the Education and Labor Cabinet.
    g. DWD shall mean the Department of Workforce Development.
    h. GRWDB shall mean the Green River Workforce Development Board as established in WIOA Section 107.
    i. Governing Board shall mean a board consisting of LEOs that are not administratively attached to the fiscal agent or service provider.
    j. Supermajority shall mean 65% of the total members of the Governing Board.
    k. Fiscal Agent shall mean the entity selected to provide fiscal services for the Cooperative provided that such entity agrees to provide such services.
    l. Grant Subrecipient shall mean the entity selected to provide fiscal services and administrative services for the Cooperative provided that such entity agrees to provide such services.
    m. RFP shall mean Request for Proposal.
    n. DWD shall mean the Division of Workforce Investment.
    o. KWIB shall mean the Kentucky Workforce Investment Board or its successor.

4. Governing Board: A Governing Board of the LEOs for the Green River Workforce Development Area (GRWDA) is hereby established to include the following:

    a. The Chief Local Elected Official (CLEO) who shall serve as the Chair of the Governing Board, plus the five (5) additional members. The additional members shall be comprised of the remaining LEOs in the area. The Governing Board shall not exceed seven (7) members, allowing for the remaining County Judge Executive to become a member.

b. The Governing Board shall within thirty (30) days of the effective date of this Agreement establish bylaws and submit a copy to the ELC and DWD.

c. The Governing Board shall have a 65% supermajority to take the following actions:
    i. Selection of the CLEO;
    ii. Designation of the fiscal agent or local grant subrecipient;
    iii. Authorization for the CLEO to request the Governor's consent for the local workforce development board to be the direct service provider;
    iv. Approval of the local workforce development board annual budget; and
    v. Selection of the one-stop operator.

5. <u>Participating Local Elected Officials:</u> Attached hereto and incorporated herein are the names, representation, and contact information for the CLEO and each LEO in the Green River Workforce Development Area. The information will be updated when necessary and a copy of said updates submitted to the Green River Workforce Development Board and OET within the ELC.

6. <u>Designation of the Chief Local Elected Official:</u>
    a. To ensure there will be no conflict or perceived conflict between the CLEO's duties and the cooperative of LEOs, the Green River Workforce Development Board and grant subrecipient shall adhere to the following selection or appointment process:
        i. To be elected as the CLEO, the LEO shall receive no less than 65% of the votes of the Governing Board of the GRWDA, present or absent.
        ii. The CLEO shall not serve as the highest ranking officer on any Board or other entity that governs the fiscal agent or service delivery provider.
        iii. The CLEO shall not derive any personal benefit or gain, directly or indirectly, by reason of his/her participation as the CLEO of the GRWDA.
        iv. The CLEO shall disclose to the Governing Board any personal interest, which he/she may have in any matter pending before the organization and shall refrain from participation in any decision on such matter.
        v. The CLEO and his/her immediate family members shall not be a participant, directly or indirectly, in any arrangement

agreement, development, or other activity with any vendor, supplier, or other party doing business with the GRWDA which result or may result in a personal benefit. This does not prohibit any eligible CLEO or his or her eligible immediate family member from receiving workforce services.

vi. The CLEO shall not be a recipient, directly or indirectly, of any salary payments, loans, or gifts of any kind, any free service, discounts, or other fees from or on behalf of any person or organization having transactions with the local workforce development area.

b. The term of the CLEO shall be two (2) years. After two consecutive terms, the individual must sit out one term before becoming eligible to serve as CLEO again.

c. The CLEO shall serve as the signatory, in consultation with and on behalf of, the LEOs related to Federal Act matters.

d. In the performance of official duties as CLEO, the CLEO is authorized to make the following decisions in consultation with and on behalf of the LEOs:

i. Appoint the members of the GRWDB, ensuring that representation is in accordance with the Federal Act and in accordance with the Kentucky Workforce Investment Board's Policy 15-001;

ii. Negotiate the Partnership Agreement in accordance with the Kentucky Workforce Investment Board's Policy Number 15-003;

iii. Work with the GRWDB to establish a budget; and

iv. Perform all other duties and functions assigned to the LEOs by the Federal Act, or by implementing federal and/or state regulations or policies.

7. <u>Dispute Resolution:</u> Whenever any dispute arises between the Parties under this Agreement, the Parties may invoke Dispute Resolution and agree to seek resolution of such dispute as follows:

a. The Parties will seek in good faith to resolve any such dispute by arranging a meeting between the Parties or their authorized representatives with authority to resolve the matter within five (5) business days after either Party receives a notice of a dispute. If the Parties are unable to resolve the dispute informally within ten (10) business days, either Party may request the assistance of a mediator.

b. If it proves impossible to arrive at a mutually satisfactory solution through mediation within thirty (30) business days of the request for the mediator, the Parties may refer the dispute to an arbitrator, who will be authorized to make a decision regarding the dispute, and that decision will be final and binding on the Parties.

8. Designation of the Fiscal Agent or Grant Subrecipient: A fiscal agent or grant sub-recipient shall be responsible for the WIOA grant funds. In making such designation, the Governing Board (comprised of the LEOs) shall carry out a competitive procurement process for fiscal agent services or grant subrecipient services, including a Request for Proposal (RFP) that has been reviewed and approved by the DWD and which provides that proposals will be evaluated and ranked based upon criteria including, but not limited to, quality of services, demonstrated experience of service delivery, cost, conflict of interest policies, and history of fiscal integrity.

   Such designation shall not relieve the LEOs of the liability for any misuse of grant funds as apportioned in this Agreement.

9. Liability: The local jurisdictions of each LEO shall always remain liable for misuse of funds. In the event of a determination that a misuse of funds has occurred, the following priorities for recouping those funds shall apply:

   a. First Priority: The Grant Subrecipient shall attempt to recover funds from the contractor, agent of third party causing the liability;

   b. Second Priority: The Grant Subrecipient shall attempt to recover the funds from an insurance carrier or bond issuer;

   c. Third Priority: The Grant Subrecipient shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues;

   d. Fourth Priority: The Grant Subrecipient shall repay the liability from its funds to the extent permitted by law; and

   e. Fifth Priority: As a last resort and only to the extent required by the Federal Act, the Parties agree to cover unmet liabilities to the state and federal governments. The parties shall share liability to the state and federal governments in proportion to their respective populations using the most recent census data available on the date the negligence or wrongful acts occurred which gave rise to the unmet liability.

10. Local Area Service Delivery Provider:

   a. As authorized in Section 107 (g) (2) of the Federal Act, a Local Workforce Development Board may provide career services described in Section 134(C) (2) through a one-stop delivery system or be designated or certified as a one-stop operator only with the agreement of the CLEO, after authorization by the Governing Board, and the Governor in accordance with the Kentucky Workforce Investment Board's Policy Number 15-001. To secure the Governor's agreement, the local board must conduct a competitive procurement process facilitated by the DWD for the provision of career services or designation/certification as the one-stop operator, use a process and RFP that has been reviewed and approved by the DWD, be identified as the highest scorer at the completion of the process, and have met performance accountability measures and sustained fiscal integrity.

b. In cases where the local workforce development board does not seek to provide career services, any one-stop operator (entity or a consortium of entities), Federal Act Section 121(d)(2), shall be designated or certified by the Governing Board through a competitive process in accordance with the Federal Act. The process shall be outlined in a Partnership Agreement between the LEOs and the Green River Workforce Development Board.

11. Communication:

    a. The LEOs shall meet, at the least, annually to discuss the activities within the Green River Workforce Development Area and to complete their responsibilities under the Federal Act. The LEOs also shall meet upon the request of the CLEO, the Governing board, or a majority of the LEOs. The meetings shall be conducted in accordance with the Kentucky Open Meetings Act, KRS 61-805 – 61-850. Minutes of aforementioned meetings shall be distributed to all parties.

    b. At least once a year, the LEOs will conduct a joint meeting to include members of the Green River Workforce Development Board as outlined in the Partnership Agreement.

    c. Any information the LEOs desire to review will be requested from the Green River Workforce Development Board as outlined in the Partnership Agreement.

12. Green River Workforce Development Board Budget Approval:

    Pursuant to Section 107(d) (12) of the Federal Act, the Green River Workforce Development Board shall develop a budget for the activities of the board in the local area, consistent with the local plan and the duties of the board, subject to the approval of the CLEO.

    a. The Green River Workforce Development Board shall develop a draft budget and request approval from the CLEO. The CLEO will present the final draft budget for review by the LEOs and approval by the Governing Board.
    b. The final budget shall be presented and approved by the Green River Workforce Development Board. The workforce board chair and the

CLEO, in consultation and on behalf of the LEOs, will then sign the final budget which will be presented to the fiscal agent or grant subrecipient.

13. <u>Green River Workforce Development Board Representation:</u>
    a. The Green River Workforce Development Board's member nomination, selection and confirmation shall comply with the Kentucky Workforce Investment Board's Policy Number 15-001.
    b. The Governor shall, once every two years, certify one local board for each local area in the State. Such certification shall be based on criteria established under the Federal Act, Section 107(b), and for a second or subsequent certification, the extent to which the local board has ensured that workforce development activities carried out in the local area have enabled the local area to meet the corresponding performance accountability measures and achieve sustained fiscal 6 integrity, as defined in section 106(e)(2) of the Federal Act.
    c. Failure of a local board to achieve certification shall result in appointment and certification of a new local board for the local area pursuant to the process described in the Federal Act, Section 107 (c)(2)(C).
    d. The process for determining the initial size of the Green River Workforce Development Board is as follows: the CLEO, in consultation with the LEOs, shall establish the initial size in accordance with Kentucky Workforce Investment Board's Policy Number 15-001 after consideration of fair and equitable representation.
    e. The process for selecting, appointing, removing or reappointing Green River Workforce Development Board members is as follows:
        i. All Green River Workforce Development Board members shall be appointed in accordance with the criteria established between the Governor and the Kentucky Workforce Investment Board in accordance with the Federal Act and outlined in Kentucky Workforce Investment Board's Policy Number 15-001.
        ii. Green River Workforce Development Board members who no longer hold the position or status that made them eligible local board members must resign or be removed by the CLEO, in consultation with and on behalf of the LEOs, immediately as a representative of that entity; i.e., no longer work in the private sector, or no longer with an educational institution. For example, an appointee serving because of his/her employment in the private sector must resign or be removed if he/she retires or moves to the public sector.
        iii. Green River Workforce Development Board Members replacing outgoing members' mid-term, will serve the remainder of the outgoing member's term.
        iv. The Green River Workforce Development Board vacancies must be filled within a reasonable amount of time of the vacancy

as determined by the Green River Workforce Development Area, but no later than ninety (90) days from occurrence. The CLEO, in consultation with and on behalf of the LEOs, in the Green River Workforce Development Area is authorized to make all reappointments of members. Reappointments must be made within a reasonable time of the term expiration, but no later than ninety (90) days thereafter. Any action taken by the Green River Workforce Development Board, with a vacancy or term expiration beyond the time period described in the Green River Workforce Development Board bylaws or later than the ninety (90) days shall be void unless the Green River Workforce Development Board has an approved waiver from the Office of Employment and Training prior to the Green River Workforce Development Board meeting. Waivers are to be requested in writing to the Director of Workforce and Employment Services, Office of Employment and Training 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.

v. Green River Workforce Development Board members must be removed by the CLEO, in consultation with and on behalf of the LEOs, if any of the following occurs: documented violation of conflict of interest, failure to meet local board member representation requirements defined in the Federal Act and Kentucky Workforce Investment Board's Policy Number 15-001, or documented proof of fraud and/or abuse. Green River Workforce Development Board members will be removed for not meeting attendance guidelines as set forth in the Green River Workforce Development Board's bylaws.

vi. Green River Workforce Development Board appointments do not require the signature of the LEOs, but rather only the signature of the CLEO. However, this will be done in consultation with and on behalf of the LEOs.

14. Members shall be appointed for staggered terms of three (3) years and shall serve until their successors are appointed by the CLEO, in consultation with and on behalf of the LEOs. The terms shall be based on a calendar year.

15. Selection of a new CLEO: When a new CLEO is selected in accordance with this Agreement, the newly selected CLEO must submit to the Green River Workforce Development Board, DWD, and the ELC, a written statement acknowledging he/she:

    a. Has read, understands and will comply with the current Interlocal Cooperative Agreement; and

    b. Has apprised the ELC and DWD of the change in CLEO designation.

16. Selection of a new LEO: When a new LEO is elected within the Green River Workforce Development Area, the new elected official must submit to the Green River Workforce Development Board a written statement acknowledging that he/she:

    a. Has read, understands and will comply with the current Interlocal Cooperative Agreement; and

    b. Reserves the option to request negotiations to amend the Interlocal Cooperative Agreement at any time during the official's tenure as a LEO.

17. Amendment: This Agreement may be amended in writing only subject to the approval of all the parties and recording in accordance with the State Act. A copy of any amendment approved in accordance with the State Act shall be submitted to the Green River Workforce Development Board, DWD, and ELC, after approval by the Department of Local Government in accordance with KRS 65.210-65.300.

18. Signatures: By signing this Agreement, each local elected official certifies his/her signature has been duly authorized by official action of his/her governmental body. The Agreement may be executed in one or more counterparts, each of which, when combined with all other counterparts, will constitute a completely executed agreement subject to approval by the Department for Local Government.

IN WITNESS WHEREOF, the parties hereto have set their respective hands to this Agreement through their duly elected and authorized officials.

COUNTY OF DAVIESS

Name: Charlie Castlen, Judge Executive Date:______________________________

Signature:____

COUNTY OF HANCOCK

Name: Johnny Roberts, Judge Executive Date:______________________________

Signature:____

COUNTY OF HENDERSON

Name: Brad Schneider, Judge Executive Date:______________________________

Signature: ____

COUNTY OF MCLEAN

Name: Curtis Dame, Judge Executive Date:______________________________

Signature:____

COUNTY OF OHIO

Name: David Johnston, Judge Executive Date:______________________________

Signature: ____

COUNTY OF UNION

Name: Adam O’Nan, Judge Executive Date:______________________________

Signature:____

COUNTY OF WEBSTER

Name: Stephen Henry, Judge Executive Date:______________________________

Signature: ____

GREEN RIVER WORKFORCE DEVELOPMENT AREA
Local Elected Officials

Judge David Johnston (CLEO)
Ohio County
130 E. Washington Street, Suite 209
Hartford, KY 42347
(270) 298-4400
ocjudge@ohiocountyky.gov

Judge Charlie Castlen
Daviess County
P.O. Box 1716
Owensboro, KY 42302
(270) 685-8424
ccastlen@daviessky.org

Judge Johnny Roberts
Hancock County
P.O. Box 580
Hawesville, KY 42348
(270) 927-8137
johnny.roberts@hancockky.us

Judge Brad Schneider
Henderson County
20 N. Main Street, 3rd Floor
Henderson, KY 42420
(270) 826-3971
bschneider@hendersonky.us

Judge Curtis Dame
McLean County
P.O. Box 127
Calhoun, KY 42327
(270) 273-3213
cdame@mcleanky.com

Judge Adam O'Nan
Union County
P.O. Box 60
Morganfield, KY 42437
(270) 389-1081
adam.onan@unioncountyky.org

Judge Stephen Henry
Webster County
P.O. Box 155
Dixon, KY 42409
(270) 639-5042
steve.henry@websterco.org