

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2015-103**

Whereas, the Workforce Innovation and Opportunity Act of 2014, enacted by the Congress of the United States to:

- Increase, for individuals in the United States particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training and support services they need to succeed in the labor market;
- Support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States;
- Improve the quality and labor market relevance of workforce investment, education and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy;
- Promote improvement in the structure of and delivery of services through the United States workforce development systems to better address the employment and skill needs of workers, jobseekers and employers;
- Increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States; and
- Provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of a 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, the Hardin County Fiscal Court recognizes that local workforce investment programs cannot be completely effective without intergovernmental coordination for the reasons that such programs and their implementation cross governmental, departmental and agency lines at the various levels of government; and

Whereas, the Kentucky Interlocal Cooperation Act KRS 65.210 through 65.300 permits units of local government to make the most efficient use of their powers by enabling them to cooperation on a basis of mutual advantage and to 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 within the boundaries of the Lincoln Trail Workforce Development Area, for the above purposes;

Now, Therefore Be It Resolved, the Hardin County Fiscal Court authorizes the County Judge-Executive to enter into and execute an Interlocal Cooperation Agreement, pursuant

to KRS 65.210 et. seq., KRS 67.080(e), KRS 83A.010(8), KRS 83A. 130, KRS 83A.140, and KRS 83A.150, with the fiscal courts of the counties of Breckinridge, Grayson, Hardin, Larue, Marion, Meade, Nelson, and Washington within the boundaries of the Lincoln Trail Workforce Development Area a copy of which is attached hereto and made a part hereof establishing the Lincoln Trail Consortium to implement programs under the Workforce Innovation and Opportunity Act of 2014;

Be It Further Resolved, that said Resolution will take effect upon its passage/approval.

Done this 9th day of June, 2015.



Harry L. Berry
Hardin County Judge-Executive

Attest:

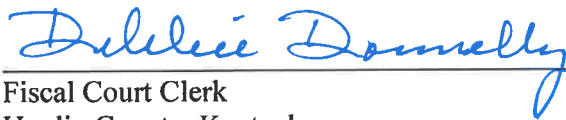


Debbie Donnelly
Hardin County Clerk

Certification

I, Debbie Donnelly, Clerk of the Fiscal Court of Hardin County, Kentucky, so hereby certify that the foregoing is a true and correct copy of Resolution No. 2015-103, adopted by the Fiscal Court at its meeting of 9 June 2015.

WITNESS my hand, this 9th day of June 2015.



Fiscal Court Clerk
Hardin County, Kentucky

**Interlocal Agreement
Among
The Kentucky Counties of
Breckinridge, Grayson, Hardin, Larue, Marion, Meade, Nelson and Washington**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made among and between the Kentucky Counties of Breckinridge, Grayson, Hardin, Larue, Marion, Meade, Nelson and Washington (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 elected officials pursuant to Section 107(c) of the Federal Act, and other related Kentucky Revised Statutes (KRS) and Administrative Regulations (KAR); and

WHEREAS, the Parties desire to terminate and replace the current Interlocal Cooperative Agreement, dated December 28, 1998, 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 Breckinridge, Grayson, Hardin, Larue, Marion, Meade, Nelson and Washington 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 Workforce Development Cabinet (EWDC) 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, 2015 through June 30, 2020.
3. Governing Board: A Governing Board of the LEOs for the Lincoln Trail Workforce Development Area is hereby established to include the following:
 - a. The Chief Local Elected (CLEO) who shall serve as the Chair of the Governing Board, plus the seven (7) additional members. The additional members shall be comprised of the remaining LEOs in the area.
 - b. The Governing Board shall within sixty (60) days of the effective date of this Agreement establish bylaws and submit a copy to the EWDC, Office of Employment and Training (OET).
 - c. The Governing Board shall have a in accordance with federal and state laws and federal and state regulations and policies a duly called meetings to take the following actions:
 - i. Selection of the CLEO;
 - ii. Designation of the 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.
4. Participating Local Elected Officials: Attached hereto and incorporated herein are the names, representation, and contact information for the CLEO and each LEO in the Lincoln Trail Workforce Development Area. The information will be updated when necessary and a copy of said updates submitted to the Lincoln Trail Workforce Development Board and EWDC OET.
5. Designation of the Chief Local Elected Official:
 - a. To ensure there will be no conflict or perceived conflict between the CLEO's duties and the consortium of LEOs, the Lincoln Trail Workforce Development Board, grant subrecipient, the following selection or appointment process shall be followed;
 - i. To be elected as the CLEO, the LEO shall receive simple majority of the LEOs present at a meeting where there is a

- quorum of the Governing Board of the Lincoln Trail area, present or absent.
- ii. The CLEO shall not serve as the highest ranking officer on any Board or other entity that governs any local grant subrecipient or service 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 Lincoln Trail Workforce Development Area.
 - 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, investment, or other activity with any vendor, supplier, or other party doing business with the Lincoln Trail Workforce Development Area which result or may result in a personal benefit.
 - 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 and may serve additional terms.
 - c. The CLEO shall serve as the signatory for 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 on behalf of the LEOs:
 - i. Appoint the members of the local board, ensuring that representation in accordance with the Federal Act and in accordance with the Federal Act and state regulations;
 - ii. Negotiate the Partnership Agreement in accordance with the Federal Act and state regulations;
 - iii. Work with the Lincoln Trail Workforce Development Board 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.
6. Dispute Resolution: 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 in a meeting between the Parties within five (5) working days after either Party receives a notice of a dispute. If the Parties are unable to resolve the dispute informally within ten (10) working 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) working 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.
7. Grant Subrecipient Designation: Any designation or an entity by the Governing Board to serve as the local grant subrecipient shall be in accordance with the Federal Act and proper procurement practices supported by Kentucky Revised Statutes, Kentucky Administrative Regulations and 2 CFR Chapter I, Chapter II, Part 200, et al. "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.*"

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

8. 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 negligent or wrongful acts occurred which gave rise to the unmet liability.

9. 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, in accordance with the Federal Act and state regulations.
- b. In cases where the local workforce development board does not seek to provide career services, any one-stop operator 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 Lincoln Trail Workforce Investment Board.

10. Communication:

- a. The LEOs shall meet biennially to discuss the activities within the Lincoln Trail 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.
- b. At least once a year, the LEOs will conduct a joint meeting to include members of the Lincoln Trail Workforce Development Board as outlined in the Partnership Agreement.
- c. Any information the LEOs desire to review will be requested from the Lincoln Trail Workforce Development Board as outlined in the Partnership Agreement.

11. Lincoln Trail Workforce Development Board Budget Approval: Pursuant to Section 107(d)(12) of the Workforce Innovation and Opportunity Act, the Lincoln Trail 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 chief elected official.

12. Lincoln Trail Workforce Development Board Representation:

- a. The Lincoln Trail Workforce Development Board's member nomination, selection and confirmation shall comply with the Federal Act and state regulations.
- b. The process for determining the initial size of the Lincoln Trail Workforce Development Board is as follows: the CLEO shall establish the initial size in accordance with Federal Act and state regulations after consideration of fair and equitable representation.
- c. The process for selecting, appointing, removing or reappointing Lincoln Trail Workforce Development Board member is as follows:
 - i. All Lincoln Trail 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 Federal Act and state regulations.
 - ii. Lincoln Trail 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 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. Lincoln Trail Workforce Development Board Members replacing outgoing members mid-term, will serve the remainder of the outgoing member's term.
 - iv. Lincoln Trail Workforce Development Board vacancies must be filled within a reasonable amount of time of the vacancy as determined by the Lincoln Trail Workforce Development Area, but no later than ninety (90) days from occurrence. The CLEO in the Lincoln Trail 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 Lincoln Trail Workforce Development Board, with a vacancy or term expiration beyond the time period described in the Lincoln Trail Workforce Development Board bylaws or later than the ninety (90) days shall be void unless the Lincoln Trail Workforce Development Board has an approved waiver from the Office of Employment and Training prior to the Lincoln Trail

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. Lincoln Trail Workforce Development Board members must be removed by the CLEO 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 state regulations or documented proof of fraud and/or abuse. Lincoln Trail Workforce Development Board members will be removed for not meeting attendance guidelines as set forth in the Lincoln Trail Workforce Development bylaws.
- vi. Lincoln Trail Workforce Development Board appointments do not require the signature of the LEOs, but rather only the signature of the CLEO.

- d. The term of membership for the Lincoln Trail Workforce Development members shall be staggered three (3) years. Term limits will be determined by blind draw.

13. Selection of a New CLEO: When a new CLEO is selected in accordance with this Agreement, the newly selected CLEO must submit to the Lincoln Trail Workforce Development Board and the Education and Workforce Development Cabinet, Office of Employment and Training, a written statement acknowledging he/she:

- a. Has read, understands and will comply with the current Interlocal Agreement; and
- b. Has apprised the Office of Employment and Training of the change in CLEO designation.

14. Selection of a new CLEO: When a new LEO is elected within the Lincoln Trail Workforce Development Area, the new elected official must submit to the Lincoln Trial Workforce Development Board a written statement acknowledging that he/she:

- a. Has read, understands and will comply with the current Interlocal Agreement; and
- b. Reserves the option to request negotiations to amend the Interlocal Agreement at any time during the official's tenure as a LEO.

15. Amendment: This Agreement may be amended by written consent of all the parties subject to approval 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 Education and Workforce Development Cabinet, Office of Employment and Training and the Lincoln Trail Workforce Development Board.

16. 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 BRECKINRIDGE

Name: Maurice Lucas, Judge/Executive Date: _____

Signature: _____

COUNTY OF GRAYSON

Name: Tom Goff, Deputy Judge/Executive Date: _____

Signature: _____

COUNTY OF HARDIN

Name: Harry Berry, Judge/Executive Date: June 9, 2015

Signature:  _____

COUNTY OF LARUE

Name: Tommy Turner, Judge/Executive Date: _____

Signature: _____

COUNTY OF MARION

Name: David Daugherty, Judge/Executive Date: _____

Signature: _____

COUNTY OF MEADE

Name: Gerry Lynn, Judge/Executive Date: _____

Signature: _____

COUNTY OF NELSON

Name: Dean Watts, Judge/Executive Date: _____

Signature: _____

COUNTY OF WASHINGTON

Name: John Settles, Judge/Executive Date: _____

Signature: _____

Contact Information for Lincoln Trail CEOS

Breckinridge County

Judge/Executive Maurice Lucas

P.O. Box 227

Hardinsburg, KY 40143

Grayson County

Deputy Judge/Executive Tom Goff

10 Court Square

Leitchfield, KY 42754

270.756.2269

Hardin County

Judge/Executive Harry Berry
Courthouse, 100 Public Square
P. O. Box 568, Suite 300
Elizabethtown, KY 42702

270.765.2350

Marion County

Judge/Executive David Daugherty
223 N. Spalding Ave., Rom 201
Lebanon, KY 40033

270.692.3451

Nelson County

Judge/Executive Dean Watts
1 Court Square, 2nd Floor
Bardstown, KY 40004
502.348.1800

270.259.3159

Larue County

Judge/Executive Tommy Turner
209 West High Street
Hodgenville, KY 42748

270.358.4400

Meade County

Judge/Executive Gerry Lynn
516 Hillcrest Drive
Brandenburg, KY 40108

270.422.3967

Washington County

Judge/Executive John Settles
P. O. Box 126
117 Cross Main Street
Springfield, KY 40069
859.336.5410

CERTIFICATION AS TO RECORDING WITH SECRETARY OF STATE

The undersigned Secretary of State of the Commonwealth of Kentucky, hereby certifies that the foregoing Cooperation Agreement has been duly filed with the Secretary of State of the Commonwealth of Kentucky, pursuant to §65.290 of the Kentucky Revised Statutes.

Dated this _____, 2015

Allison Lundergan Grimes, Secretary of State
Commonwealth of Kentucky

CERTIFICATION OF APPROVAL WITH DEPARTMENT FOR LOCAL GOVERNMENT

This Interlocal Agreement is in proper form, and is compatible with the Laws of the Commonwealth of Kentucky; therefore, it is approved this _____ day of _____, 2015.

Tony Wilder, Commissioner
Department for Local Government
Commonwealth of Kentucky

**REVIEWED AND APPROVED, WITH RESPECT TO COORDINATION AND
NONDUPLICATION OF SERVICES BY:**

Dated this _____, 2015

Thomas O. Zawacki, Secretary
Education and Workforce Development Cabinet
Commonwealth of Kentucky