

# COMMONWEALTH OF KENTUCKY OFFICE OF THE SECRETARY OF STATE

MICHAEL G. ADAMS

September 14, 2021

Cumberlands Workforce Development Board Beverly Grimes P.O. Box 1570 Russell Springs, KY 42642

Re: Interlocal Cooperation Agreement

Dear Ms. Grimes

Enclosed is the Interlocal Cooperation Agreement between the Counties of Adair, Casey, Clinton, Cumberland. Green, Laurel, McCreary, Pulaski. Rockcastle, Russell, Taylor, Wayne and Whitley. The documents have been recorded into the Secretary of State's database and stamped indicating it has been filed and received.

If you need anything further please let me know.

Jeremy Faster

Assistant Director

Administration and Elections

For

MICHAEL G. ADAMS SECRETARY OF STATE



## **Interlocal Cooperative Agreement**

### **Among**

The Kentucky Counties of Adair, Casey, Clinton, Cumberland, Green, Laurel, McCreary, Pulaski, Rockcastle, Russell, Taylor, Wayne & Whitley

This Amended Interlocal Cooperative Agreement (this "Agreement") is by and among the aforementioned, all bodies corporate and politic of the Commonwealth of Kentucky, (hereinafter collectively referred to as the "Parties").

#### WITNESSETH:

WHEREAS, the Kentucky Interlocal Cooperation Act (the "State Act"), KRS 65.210 through 65.300, permits local governmental units ("Parties") to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and to thereby provide services and facilities in 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 Governor of the Commonwealth of Kentucky, pursuant to the Workforce Innovation and Opportunity Act of 2014 as such Act may be amended, (the "Act") has the authority to designate the geographic area encompassing the above named Kentucky counties as a Local Workforce Development Area ("LWDA"); and

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

WHEREAS, the Parties, pursuant to the provisions of the Act, desire to enter into this Agreement in order to provide for the formation of the LWDB and provide for the roles and responsibilities of the Local Elected Officials (LEOs), the Chief Local Elected Official (CLEO), and the Fiscal Agent and Grant Sub-recipient of grant funds, as such terms shall be defined herein, all to be consistent with the requirements of the Act and State Law; and

**WHEREAS**, the Parties desire to terminate and replace the current Interlocal Cooperative Agreement with this Agreement.

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

1. <u>Effective Date and Term.</u> This Agreement shall become valid upon its approval by the Department of Local Government of the Commonwealth of Kentucky ("DLG") pursuant to KRS 65.210 and the KY Education and Workforce Development Cabinet ("EWDC") pursuant to KRS 65.300. In complying with the State Act, after its approval by the DLG and EWDC, a copy of this

Agreement shall be duly recorded in the respective Offices of the County Court Clerks of each County which is a party hereto. Effective term period of the Agreement shall not exceed 5 years from the effective date of July 1, 2021 until June 30, 2026.

- 2. Governing Board. A Governing Board will be created with membership being drawn from the Consortium of County Judge Executives of each of the 13 counties within the LWDB, (defined as the highest elected official in counties and counties with merged government shall be considered the LEO for their respective county per policy 15-002). See Attachment A for list of consortium members. The Governing Board shall have the following duties and responsibilities:
  - a. Elect a Chief Local Elected Official.
  - b. Create By-Laws.
  - c. Designation of the Fiscal Agent/Grant Sub-recipient; A fiscal agent/grant sub-recipient shall require no procurement and will be designated by vote of the Governing Board of LEO's. A conflict of interest policy by the CWDB will be in place as it applies to the Fiscal Agent/Grant Sub-recipient. If required, a Request for Proposal (RFP) that has been reviewed and approved by the Department of Workforce Investment 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. Approval of such designation shall be by a majority vote of the Governing Board.
  - d. A Local board may provide career services through a one-stop delivery system or be designated or certified as a one-stop operator only with the agreement of the CLEO and the Governor. Authorization of the CLEO to request the Governor's consent for the LWDB to be the direct service provider and one-stop operator requires a 51% majority vote of the Governing Board. To secure the Governor's agreement, the local board must conduct a competitive procurement process facilitated by the Department of Workforce Investment 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 Department of Workforce Investment, be identified as the highest scorer at the completion process, and in cases where the local board has previously provided services, have met performance accountability measures and achieved sustained fiscal integrity.
  - e. Local Workforce Development Board Budget Approval. The Governing Board shall review and, if acceptable, approve the local workforce development board annual budget pursuant to the following process:
  - i. A meeting will be held among the CLEO, the members of the Governing Board and the Executive and Finance Committees of the local workforce board to reach

agreement on a budget format and have a discussion regarding strategic priorities to be taken into consideration in the budget development process.

- ii. A draft budget will be developed by the local workforce development board for review by the CLEO.
- iii. The CLEOs will review the proposed budget and provide feedback to the workforce development board.
- iv. The local workforce development board's Finance Committee will review the feedback and develop a final draft budget to be presented to the Executive Committee of the local workforce development board and the CLEO.
- v. The CLEO will present the final draft budget for review by all LEOs and approval by the Governing Board.
- vi. The final budget shall be presented and approved at the local workforce development board meeting. The local workforce board chair and the CLEO will then sign the final budget which will be presented to the fiscal agent and grant sub-recipient.
- f. The LWDB membership must be in compliance and certified by the KWIB as a condition to obtain the Governor's consent to be the service provider and one-stop operator which would include a competitive process. In cases where the LWBD does not seek to provide career services, WIOA section 121(d)(2) states that to be eligible to receive funds under this subtitle to operate a one-stop center, an entity (which may be a consortium of entities) shall be designated or certified as a one-stop operator through a competitive process. This process shall be outlined in the Partnership Agreement between the Governing Board and the LWDB.
- g. The Governing Board shall not be administratively attached to any fiscal agent or service provider.
- h. Perform all other duties and functions assigned to consortiums of local elected officials by the Act, or by implementing Federal or State rules or policies.
- i. In the event that the LEOs disagree, an attempt shall be made by the members of the Governing Board that are not a party to the dispute to resolve the disagreement. If the Governing Board is unsuccessful in finding a resolution, the matter will be forwarded to the members of the LEO consortium who are not a party to the dispute. If a resolution cannot be reached by the LEO Consortium, the matter shall be referred to a mediator selected by the Governing Board members that are not a party to the dispute and the parties shall in good faith attend mediation to resolve any dispute.

- 3. Governing Board Meetings. The Governing Board shall meet at least biennially and at such other times as are deemed necessary. Special called meetings may be called by the CLEO, a majority of the Governing Board or by a majority of the Local Elected Officials not a member of the Governing Board by providing 24 hours written notice to all Governing Board members. Meeting notices shall contain the time, place, and agenda for all meetings and otherwise comply with Kentucky's Open Meetings Act.
  - a. Subject to the provisions of the Act and its regulations, the Governing Board shall engage in discussion with the LWDB to reach agreement with respect to the following:
    - i. Development of a local plan for the area:
    - ii. Development of a regional plan with other workforce areas:
  - iii. The content of the WIOA strategic plan for the area;
  - iv. One-Stop Career Center chartering and certification; and
  - v. Acceptance and the resolution of audit and monitoring findings.

b. To the extent that the Governing Board would have any authority under the Act or Regulations, should the Governing Board fail to agree to any plan, policy or procedure proposed by the LWDB, that particular action, plan, policy or procedure shall not be effective unless and until a mutually acceptable solution is agreed to by both the Governing Board and the LWDB.

### 4. Election and Duties of the Chief Local Elect Official

- a. The Chief Local Elected Official (CLEO) shall be elected from among the members of the consortium of LEOs within the LWDA. They will serve as the Chair of the Governing Board and act on the behalf of the other LEOs.
- b. Selection of the CLEO by the Governing Board shall require a 51% majority vote of the Governing Board.
- c. Term of the CLEO shall not exceed 2 years from date of selection.
- d. The CLEO shall not serve as the highest ranking officer on any Board or other entity that governs the fiscal agent, grant sub-recipient or service delivery provider.
- e. The CLEO shall not serve as a member of the LWDB.
- f. The CLEO shall be designated to serve as the signatory for the Governing Board.
- g. The CLEO is authorized to appoint the members of the local board.
- h. The CLEO shall ensure that representation is fair and equitable across the LWDA and in accordance with WIOA policy regarding LWDB Member Nomination Guidelines, DWI Confirmation Process and Board Certification by the Kentucky Workforce Investment Board (KWIB).
- i. The CLEO shall work with the LWDB to establish a budget.
- 5. <u>CLEO and Governing Board Communications</u>. Minutes of any Governing Board meeting shall be distributed to all LEOs within five (5) business days using the contact information

provided in this Agreement. Additional information that the LEOs Consortium members desire to review will be requested from the LWDB as outlined in the Partnership Agreement. The LWDB will be responsible to provide requested information within the time limit specified in the by-laws. This information will be forwarded to the CLEO who in turn communicates it to the other LEOs. The LEOs shall meet at least 1 time per year and a joint meeting with the LWDB shall occur 1 time per year.

- 6. Workforce Development Board Appointments. All WDB members shall be appointed in accordance with the criteria established between the Governor and the KWIB in accordance with the Act.
  - a. A majority of (51%) of the LWDB members shall be representatives of business in the local area, who are owners of businesses, chief executives or operating officers, or other business executives or employers with optimum policy making or hiring authority, represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in-demand industry sectors or occupations in the local area; and are appointed from among individuals nominated by local business organizations and business trade associations in compliance with the Act. Each county of shall have at least one business representative on the LWDB.
  - b. Not less than 20% of the members of each local board shall be representatives of the workforce within the local area, who shall include representatives from labor organizations, who have been nominated by local labor federations, and shall include a representatives, who shall be a member of a labor organization or training director, from a joint labor-management apprenticeship program, or if no such program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists; and may include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out of school youth.
  - c. The LWDB shall include representatives of entities administering education and training activities in the local area, who 1) shall include a representative of eligible providers administering adult education and literacy activities under title II; 2) shall include a representative of institutions of higher education providing workforce investment activities (including community colleges); may include representatives of local educational agencies, and of community-based organizations with demonstrated

- experience and expertise in addressing the education or training needs of individuals with barriers to employment. Minimum of two representatives.
- d. The LWDB shall include representatives of governmental and economic and community development entities serving the local area, who 1) shall include a representative of economic and community development entities; 2) 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; 3) shall include an appropriate representative of the programs carried out under Title I of the Rehabilitation Act of 1973 (29 U.S.C. et seq.) other than section 112 or part C of that title (29 U.S.C. 732, 741) serving the local area; 4) may include representatives of agencies or entities administering programs serving the local relating to transportation, housing and public assistance; and 5) may include representatives of philanthropic organizations serving the local area. Minimum of three representatives.
- e. LWDB Business members shall be appointed from among individuals nominated by local business organizations and business trade associations and signed by the appropriate LEO.
- f. Final appointments shall require only the signature of the CLEO.
- g. Should a dispute arise between a LEO and the CLEO regarding an appointment to the WDB, the concern would be forwarded to the Governing Board. The CLEO should recuse themselves as well as the LEO if they serve as a member of the Governing Board. Decision by the Governing Board shall be final.

#### 7. Workforce Development Board Membership.

- a. Initial size of the LWDB shall be established by the CLEO in accordance with KWIB policy after consideration concerning fair and equitable representation.
- b. The LWDB shall require a quorum of a simple majority of 51% of members, excluding vacancies and of those members in attendance; no fewer than 51% are a combination of business and workforce representatives.
- c. Acknowledgement that LWDB members who no longer hold the position or status that made eligible Local Board Members must resign or be removed by the CLEO's immediately as a representative of that entity; i.e. no longer work in the private sector, or no longer with an educational institution, etc.
- d. LWDB members replacing out-going member's mid-term will serve the remainder of the out-going member term.
- e. LWDB vacancies must be filled within a reasonable amount of time of the vacancy as determined by the LDWA, but no later 90 days from occurrence. The CLEO's in a LWDA is authorized to make all reappointments of members. Reappointments must be made within a reasonable time of the term expiration, but no later than 90 days. Any action taken by the LWDB, with a vacancy or term expiration beyond the time period

described in the LWDB bylaws or later than the 90 days shall be void unless the LWDB has an approved waiver from the Career Development Office prior to the LWDB meeting. Waivers are to be requested in writing to the Director of Workforce and Employment Services. Career Development Office 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.

- f. LWDB members must be removed by the CLEO's if any of the following occurs; documented violation of conflict of interest, failure to meet LWDB member representation requirements defined in the WIOA and this policy, or documented proof of fraud and /or abuse. LWDB members will be removed for not meeting attendance guidelines as set forth in LWDB by laws.
- g. LWDB membership terms shall be staggered by three year terms.

#### 8. **LWDB Responsibilities**.

- a. Informing the Governing Board on a regular basis of the progress in achieving strategic goals and objectives;
- b. Delivering an annual report to the Governing Board on the activities and the state of the area's workforce system;
- c. Managing budget and procurement activities:
- d. Evaluating the area's Workforce Director, subject to approval of a budget line item agreed to by the LWDB and the Governing Board. The LWDB shall evaluate the Workforce Director on annual basis, and shall provide the evaluation to Governing Board; and
- e. Adopting policies necessary to ensure accountability and compliance with Federal, State and local laws, rules and grant terms and agreements, including but not limited to this Agreement.
- f. Developing the area's Regional Workforce Strategic Plan;
- g. Appointing committees to oversee work necessary to accomplish each goal in the strategic plan;
- h. Establishing standards for and overseeing the area's workforce system, subject to the terms of a "Memorandum of Understanding" executed with partner agencies;
- Performing duties as required by the Act, the Commonwealth of Kentucky, Federal and State grant agreements, other applicable Federal, State and local laws, rules and agreements and this Agreement; and
- j. Entering into an agreement with both the Sub-recipient and the Governing Board, which shall further delineate the respective responsibilities of the Sub-recipient and Governing Board. The agreement shall include the following dispute resolution procedure: "In the event that the LWDB, the Governing Board or the Sub-recipient disagrees, an attempt shall be made by the LWDB Chair and the CLEO to informally

resolve the issue. If informal resolution is unsuccessful, a committee of two Governing Board members other than the CLEO and two LWDB officers other than the chair shall meet and resolve the issue by majority vote. If a resolution cannot be reached by this committee, the matter shall be referred to a mediator selected by the CLEO and LWDB chair and the parties shall in good faith attend mediation to resolve any dispute."

In order to protect the objective oversight responsibilities of the LWDB, the LWDB shall not engage in the direct delivery of services, unless this Agreement is amended by all of the parties, the LWDB obtains consent of the Governor and the Governing Board to engage in direct services and other otherwise complies with the Act, as amended. The LWDB may hire staff if the LWDB believes that such staff is necessary for oversight purposes, subject to the Governing Board's approval of the budget line item for such staff.

- 9. <u>Liability</u>. The local jurisdictions of each LEO shall always remain liable for misuse of funds. In the event liability for the misuse of funds, the following priorities for recouping those funds shall apply:
  - a. First Priority: Sub-recipient shall attempt to recover funds from the contractor, agent of third party causing the liability;
  - b. Second Priority: Sub-recipient shall attempt to recover funds from an insurance carrier or bond issuer:
  - c. Third Priority: Sub-recipient shall attempt to obtain a waiver of liability or offset liability against current or future grant revenues:
  - d. Fourth Priority: Sub-recipient 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 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.

#### 10. Termination.

- a. This agreement completely replaces the previous Interlocal Cooperative Agreement between the Parties. That agreement shall be null and void when this agreement is executed and becomes effective according to Kentucky law.
- 11. <u>Indemnification</u>. To the extent allowable by the Kentucky Constitution and the Kentucky Revised Statutes, each of the Parties hereto agrees to indemnify and save the other harmless from any claims, liability or damages fees arising out of or resulting from any error, omission or act of negligence on the part of the indemnifying party, its officers, or employees in the performance of this Agreement.

- 12. <u>Amendments</u>. This Agreement may be amended from time to time by written consent of all the Parties and in conformity with state and federal law. Approval must have a 51% majority vote of the Parties to this Agreement.
- 13. <u>Signatures</u>. By signing this Agreement, each local elected official certifies that his or her signature has been duly authorized by official action of his or 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. See **Attachment B** for signatures, IN TESTIMONY WHEREOF, after due adoption of resolutions and/or ordinances authorizing the same, acting by and through its Local Elected Official have executed and delivered this Agreement as of its effective date.

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

EDUCATION AND WORKFORCE DEVELOPMENT CABINET

adairjudge@duo-county.com

By: Must at Regar Deputy Secretary	Date: 8/3/2
REVIEWED AND APPROVED BY:	
DEPARTMENT FOR LOCAL GOVERNMENT	
By: Dennis Keene, Commissioner	Date:
REVIEWED AND APPROVED, WITH RESPE	CCT TO LEGALITY AND FORM, BY:
By:	Date: 5/11/a1
CHIEF LOCAL ELECTED OFFICIAL:	
Gale Cowan Adair County Judge Executive 424 Public Square, Suite 1 Columbia, KY 42728	Date: 5/13/21

THE OWNER OF THE PARTY OF THE	Acceptant township of the court	Antonia and the second second second second second	CONTRACTOR AND CASE OF SECTION	CONTRACTOR
County	Judge Executive	Address	Phone	E-mail
Adair	Gale Cowan - CLEO	424 Public Square, Suite 1, Columbia, KY 42728	(270) 384-4703	adairjudge@duo-county.com
Casey	Randy Dial	P.O. Box 306, Liberty, KY 42539	(606) 787-8311	randy.dial@windstream.net
Clinton	Ricky Craig	100 S. Cross Street, Suite 115, Albany, KY 42602	(606) 387-5234	rickycraig.clintonky@gmail.com
Cumberland	John Phelps	P.O. Box 826, Burkesville, KY 42717	(270) 864-3444	ccje@duo-county.com
Green	John Frank	203 W. Court Street, Greensburg, KY 42743	(270) 932-4024	johnfrank.cje@hotmail.com
Laurel	David Westerfield	101 S. Main Street, Suite 320, London, KY 40741	(606) 864-4640	lcjudgeexec@windstream.net
McCreary	Jimmie Greene	P.O. Box 579, Whitley City, KY 42653	(606) 376-2413	bgreene@mccrearycounty.com
Pulaski	Steve Kelley	P.O. Box 712, Somerset, KY 42502	(606) 678-4853	skelley@pcgovt.com
Rockcastle	Howell Holbrook, Jr.	P.O. Box 755, Mt. Vernon, KY 40456	(606) 256-2856	holbrookh@windstream.net
Russell	Gary Robertson	P.O. Box 397, Jamestown, KY 42629	(270) 343-2112	grobertson@rckygov.com
Taylor	Barry Smith	203 N. Court Street, Suite 4, Campbellsville, KY 42718	(270) 465-7729	tcjudgeexec@taylorcounty.us
Wayne	Mike Anderson	P.O. Box 439, Monticello, KY 42633	(606) 348-4241	judgeexecutive@wcfiscalcourt.com
Whitley	Pat White	P.O. Box 237, Williamsburg, KY 40769	(606) 549-6000	pwhite@2geton.net

Agreement Approved as to Form and Legality:

Hon, Jenniffer Hutchison-Corbin

County Attorney
Adair County

Adopted by the Fiscal Court of Adair County, Kentucky at a meeting on the \(\frac{1\frac{1}{2}}{2}\) day of \(\frac{1}{2}\) 2021, and on the same occasion signed in open session by Gale Cowan, Adair County Judge Executive, attested under seal by the Adair County Fiscal Court and declared to be in full force and effect.

(Seal)

Gale Cowan

**County Judge Executive** 

On Behalf of the Adair County

**Fiscal Court** 

424 Public Square, Suite 1

Columbia, KY 42728

(270) 384-4703

adairjudge@duo-county.com

Attest:

Fiscal Cóuft Clerk

Adair County, Kentucky

Agreement App	proved as to	Form and	l Legality:

Hon. Thomas Weddle, Jr.

**County Attorney** 

**Casey County** 

Adopted by the Fiscal Court of Casey County, Kentucky at a meeting on the <u>Joure</u> day of <u>June</u>, 2021, and on the same occasion signed in open session by Randy Dial, Casey County Judge Executive, attested under seal by the Casey County Fiscal Court and declared to be in full force and effect.

(Seal)

Randy Dial

**County Judge Executive** 

On Behalf of the Casey County

Fiscal Court

P.O. Box 306

Liberty, KY 42539

Randy.dial@windstream.net

Attest:

Fiscal Court Clerk

Casey County, Kentucky

Agreement Approved as to Form and Legality:

Hon. Michael A. Rains County Attorney Clinton County

Adopted by the Fiscal Court of Clinton County, Kentucky at a meeting on the <u>20</u> day of <u>May</u> 2021, and on the same occasion signed in open session by Ricky Craig, Clinton County Judge Executive, attested under seal by the Clinton County Fiscal Court and declared to be in full force and effect.

(Seal)

Ricky Craig

**County Judge Executive** 

On Behalf of the Clinton County

Fiscal Court

100 S. Cross Street, Suite 115

Albany, KY 42602

(606) 387-5234

RickyCraig@gmail.com

Attest:

Fiscal Court Clerk

Clinton County, Kentucky

Agreement Approved as to Form and Legality:

Hon. Linusey G. Bell County Attorney

Cumberland County

(Seal)

John Phelps

**County Judge Executive** 

On Behalf of the Cumberland County

**Fiscal Court** 

P.O. Box 826

Burkesville, KY 42717

(270) 864-3444

ccje@duo-county.com

Attest:

Fiscal Court Clerk

Curbberland County, Kentucky

Agreement Approved as to Form and Legality:

Hon. Russell Goff County Attorney Green County

Adopted by the Fiscal Court of Green County, Kentucky at a meeting on the day of May, 2021, and on the same occasion signed in open session by John Frank, Green County Judge Executive, attested under seal by the Green County Fiscal Court and declared to be in full force and effect.

(Seal)

John Frank

County Judge Executive

On Behalf of the Green County

Fiscal Court

203 W. Court Street

Greensburg, KY 42743

(270) 932-4024

Johnfrank.cje@hotmail.com

Attest:

Fiscal Court Clerk

Green County, Kentucky

Agreement Approved as to Form and Legality:

Hon. Jodi L. Albright County Attorney

Laurei County

Adopted by the Fiscal Court of Laurel County, Kentucky at a meeting on the <u>21</u> day of <u>MAY</u>, 2021, and on the same occasion signed in open session by David Westerfield, Laurel County Judge Executive, attested under seal by the Laurel County Fiscal Court and declared to be in full force and effect.

(Seal)

David Westerfield

County Judge Executive

On Behalf of the Laurel County

Fiscal Court

101 S. Main Street, Suite 320

London, KY 40741

(606) 864-4640

lcjudgeexec@windstream.net

Attest:

Fiscal Court Clerk

Laurel County, Kentucky

Agreement Approved as to Form and Legality:

Hon. Austin Price County Attorney McCreary County

Adopted by the Fiscal Court of McCreary County, Kentucky at a meeting on the 13th day of Now, 2021, and on the same occasion signed in open session by Jimmie Greene, McCreary County Judge Executive, attested under seal by the McCreary County Fiscal Court and declared to be in full force and effect.

(Seal)

J(mmie Greene

**County Judge Executive** 

On Behalf of the McCreary County

**Fiscal Court** 

P.O. Box 579

Whitley City, KY 42653

(606) 376-2413

bgreene@mccrearycounty.com

Attest:

Fiscal Court Clerk

McCreary County, Kentucky

Agreement Approved as to Form and Legality:

Hon. Martin Hatfield

County Attorney Pulaski County

Adopted by the Fiscal Court of Pulaski, Kentucky at a meeting on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2021, and on the same occasion signed in open session by Steve Kelley, Pulaski County Judge Executive, attested under seal by the Pulaski County Fiscal Court and declared to be in full force and effect.

(Seal)

Steve Kelley

County Judge Executive

On Behalf of the Pulaski County

Fiscal Court

P.O. Box 712

Somerset, KY 42502

(606) 678-4853

skelley@pcgovt.com

Attest:

Fiscal Court Clerk

Pulaski County, Kentucky

Agreement Approv	ed as to For	m and Legality:
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Hon. Jeremy Rowe County Attorney Rockcastle County

Adopted by the Fiscal Court of Rockcastle, Kentucky at a meeting on the <a href="#">11</a> day of <a href="#">May</a>, 2021, and on the same occasion signed in open session by Howell Holbrook, Jr., Rockcastle County Judge Executive, attested under seal by the Rockcastle County Fiscal Court and declared to be in full force and effect.

(Seal)

Howell Holbrook Jr.

**County Judge Executive** 

On Behalf of the Rockcastle County

**Fiscal Court** 

P.O. Box 755

Mt. Vernon, KY 40456

(606) 256-2856

----holbrookh@windstream.net

\* holbrookhhewindstream.net

Attest:

Fiscal Court Clerk

Rockcastle County, Kentucky

Wiekie Miller

Agreement Approved as to Form and Legality:

Hon. Revin Shearer County Attorney

**Russell County** 

Adopted by the Fiscal Court of Russell, Kentucky at a meeting on the day of 2021, and on the same occasion signed in open session by Gary Robertson., Russell County Judge Executive, attested under seal by the Russell County Fiscal Court and declared to be in full force and effect.



Gary Robertson

**County Judge Executive** 

On Behalf of the Russell County

**Fiscal Court** 

P.O. Box 397

Jamestown, KY 42629

(270) 343-2112

grobertson@rckygov.com

Attest:

Fiscal Court Clerk

Russell County, Kentucky

Agreement Approved as to Form and Legality:

Hon. John Bertram

County Attorney

**Taylor County** 

Adopted by the Fiscal Court of Taylor, Kentucky at a meeting on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2021, and on the same occasion signed in open session by Barry Smith, Taylor County Judge Executive, attested under seal by the Taylor County Fiscal Court and declared to be in full force and effect.

(Seal)

Barry Smith

County Judge Executive

On Behalf of the Taylor County

**Fiscal Court** 

203 N. Court Street, Suite 4

Campbellsville, KY 42718

(270) 465-7729

tcjudgeexec@taylorcounty.us

Attest:

Fiscal Court Clerk

Taylor County, Kentucky

Agreement Approved as	to Form a	and Legality:
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Hop. Thomas Simmons

County Attorney

Wayne County

Adopted by the Fiscal Court of Wayne, Kentucky at a meeting on the 13th day of 2021, and on the same occasion signed in open session by Mike Anderson, Wayne County Judge Executive, attested under seal by the Wayne County Fiscal Court and declared to be in full force and effect.

(Seal)

<sup>V</sup>Mike Anderson

County Judge Executive

On Behalf of the Wayne County

**Fiscal Court** 

P.O. Box 439

Monticello, KY 42633

(606) 348-4241

judgeexecutive@wcfiscalcourt.com

Attest:

Fiscal Court Clerk

Wayne County, Kentucky

Agreement Approved as to Form and Legality:

Hon. Robert Hammons

County Attorney Whitley County

Adopted by the Fiscal Court of Whitley, Kentucky at a meeting on the \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2021, and on the same occasion signed in open session by Pat White, Whitley County Judge Executive, attested under seal by the Whitley County Fiscal Court and declared to be in full force and effect.

(Seal)

Pat White

**County Judge Executive** 

On Behalf of the Whitley County

**Fiscal Court** 

P.O. Box 237

Williamsburg, KY 40769

(606) 549-6000

pwhite@2geton.net

Attest:

Fiscal Court Clerk

Whitley County, Kentucky

# INTERLOCAL COOPERATION AGREEMENT

ICA 21-013: The Counties of Adair, Casey, Clinton, Cumberland, Green, Laurel, McCreary, Pulaski, Rockcastle, Russell, Taylor, Wayne and Whitley, Kentucky; Workforce Innovation and Opportunity

Reviewed as to compliance with KRS 65.210 to 65.300 and recommended for approval:

Bill Pauley

Approved:

Staff Attorney
Department for Local Government

Dennis Keene Commissioner

Department for Local Government

7 13 21 Date

> Book: 24 Name: MR

Pages:

144-169 (26)

Name: MR
SUE POPPLEWELL BROCKMAN

Deed Tax: \$0.00

RUSSELL COUNTY 9/8/2021 1:29 PM

D.C: Paige.Coe

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Reviewed as to compliance with KRS 65.210 to 65.300 and recommended for approval:

Bill Pauley Staff Attorney

Department for Local Government

Approved:

Dehnis/Keene Commissioner

Department for Local Government

RECEIVED AND FILED

MICHAEL G. ADAMS SECRETARY OF STATE COMMONWEALTH OF KENTUCKY

Book: 24

Pages:

State of Kentucky, County of Russell, Sct.

I, LS Brockman ussell County Clerk do hereby certify that the foregoing is a full, true, and correct copy of the instrument, as the same appears of record in my office in Book Page . Given under my hand

144-169

(26)

Name: MR SUE POPPLEWELL BROCKMAN Deed Tax: \$0.00

and seal of office this \_ L. Sue Brockman, Clerk By

RUSSELL COUNTY

9/8/2021 1:29 PM

D.C: Paige.Coe

### Addendum Interlocal Agreement Among

### The Kentucky Counties of Adair, Casey, Clinton, Cumberland, Green, Laurel, McCreary, Pulaski, Rockcastle, Russell, Taylor, Wayne & Whitley

The Local Elected Officials of the Cumberlands Workforce Development Area entered into an Interlocal Agreement on September 14, 2021, as required by Section 107 of the Workforce Innovation and Opportunity Act of 2014.

Pursuant to State Policy 15-002, WIOA Interlocal Agreements, Chief Local Elected Official and Local Elected Official Roles and Responsibilities, paragraph 12:

As the newly elected official, I hereby acknowledge that I have read, understand, and will comply with the current Interlocal Agreement and, I reserve the right to request a negotiation to amend the Interlocal Agreement at any time during my tenure as the Chief Local Elected Official of my County.

County:	<u>Pulaski</u>	
Signature:	Steve Kelley, Pulaski County Judge-Executive	
Date:	1/3/22	