

INTERLOCAL COOPERATIVE AGREEMENT

AMONG

**THE KENTUCKY COUNTIES OF ANDERSON, BOURBON, BOYLE, CLARK,
ESTILL, FAYETTE, FRANKLIN, GARRARD, HARRISON, JESSAMINE,
LINCOLN, MADISON, MERCER, NICHOLAS, POWELL, SCOTT AND
WOODFORD**

This Interlocal Cooperative Agreement (“Agreement”) by and among the
aforementioned, all bodies corporate and politic of the Commonwealth of Kentucky.

WITNESSETH:

WHEREAS, the Kentucky Interlocal Cooperation Act herein referred to as the
State Act (“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
 with other localities 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 Investment Act of 1998, (Federal Act) has the authority to designate the
 geographic area encompassing the above named Kentucky counties as a Workforce
 Investment Area (“WIA”); and

WHEREAS, the Parties, consisting of 17 counties, known as the Bluegrass Area
 Development District (BGADD), pursuant to the provisions of the Federal Act, desire to
 enter into this Agreement in order to provide for the formation of a Local Workforce
 Investment Board (“WIB”) under Section 117 of the Federal Act, all to be consistent with
 the requirements of the State Act,

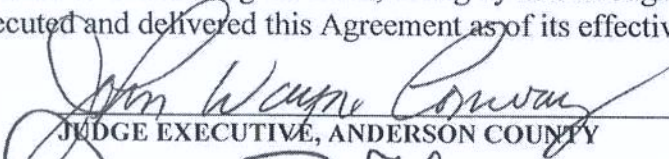
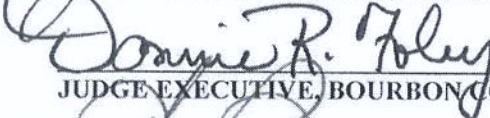
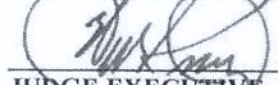
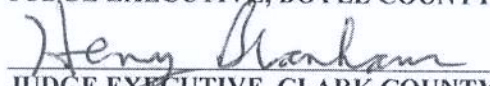
**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND
 THE MUTUAL COVENANTS AND UNDERSTANDINGS CONTAINED
 HEREIN**, the Parties agree as follows:

1. **Effective Date.** The effective date of this Agreement shall become valid upon its
 approval by the legislative bodies of each party. In complying with the State Act,
 a copy of this Agreement, after its approval by the legislative bodies of each party
 and due execution pursuant thereto by the Chief Elected Official of each Party,
 shall be submitted to the Attorney General of the Commonwealth of Kentucky
 under KRS 65.260, as amended, and shall similarly be duly recorded in the

respective Offices of the County Court Clerks of each County which is a party hereto.

2. Agreement Duration. This Agreement shall endure for a period equal to the period of the Grant or Grants to the Local Workforce Investment Area. The agreement shall continue in effect unless fifty-one percent of the parties shall certify in writing, pursuant to duly adopted resolution or ordinance, that the Agreement shall be terminated, such certification to be delivered to Chairman of the BGADD 180 days prior to the expiration of the then current grant period.
3. Creation. Pursuant to Section 117 of the Federal Act and KRS 65.250 (b) and (c), the parties hereto create a Workforce Investment Board to be known as Bluegrass Workforce Investment Board. Bluegrass WIB shall serve the Workforce Investment Area of the Commonwealth of Kentucky encompassing the Counties of Anderson, Bourbon, Boyle, Clark, Estill, Fayette, Franklin, Garrard, Harrison, Jessamine, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford.
4. Chief Elected Official. As authorized under Section 101(6)(A)(B) of the Federal Act, the Parties do hereby designate the elected official currently serving as the highest ranking officer on the Bluegrass Area Development District Board of Directors as the Chief Elected Official.
 - 4.1 WIB Nomination. The Chief Elected Official of each Party shall nominate members from nominations made by business organizations within their jurisdiction, in accordance with Section 117(b)(1) of the Federal Act.
5. WIB Appointments. The Chairman of BGADD shall form a committee to review the nominations and appoint members in accordance with the Federal Act. Appointments must be at least fifty-one percent private sector.

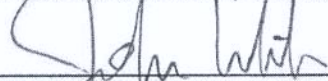
IN TESTIMONY WHEREOF, the Parties, after due adoption of resolutions and/or ordinances authorizing the same, acting by and through its Chief Elected Official have executed and delivered this Agreement as of its effective date:

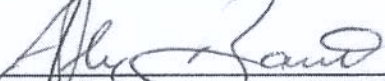
 _____ JUDGE EXECUTIVE, ANDERSON COUNTY	1-4-11 _____ DATE
 _____ JUDGE EXECUTIVE, BOURBON COUNTY	12-28-10 _____ DATE
 _____ JUDGE EXECUTIVE, BOYLE COUNTY	1-11-11 _____ DATE
 _____ JUDGE EXECUTIVE, CLARK COUNTY	1/12/2011 _____ DATE

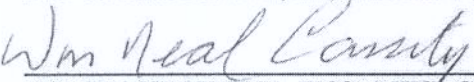

JUDGE EXECUTIVE, ESTILL COUNTY DATE
9/18/11

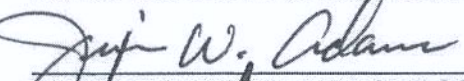
MAYOR, LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT DATE

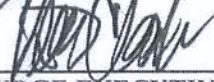

JUDGE EXECUTIVE, FRANKLIN COUNTY DATE
02-17-2011

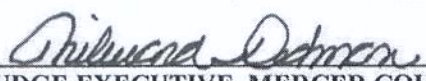

JUDGE EXECUTIVE, GARRARD COUNTY DATE
1/14/11



JUDGE EXECUTIVE, HARRISON COUNTY DATE
1/4/11



JUDGE EXECUTIVE, JESSAMINE COUNTY DATE
1/28/2011


JUDGE EXECUTIVE, LINCOLN COUNTY DATE
1-25-11

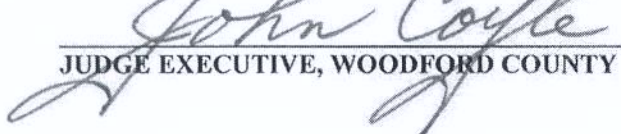

JUDGE EXECUTIVE, MADISON COUNTY DATE
2-16-11


JUDGE EXECUTIVE, MERCER COUNTY DATE
1-11-11


JUDGE EXECUTIVE, NICHOLAS COUNTY DATE
1-11-11


JUDGE EXECUTIVE, POWELL COUNTY DATE
2-16-11


JUDGE EXECUTIVE, SCOTT COUNTY DATE
1-14-2011


JUDGE EXECUTIVE, WOODFORD COUNTY DATE
01-31-2011