BLUEGRASS WORKFORCE PARTNERSHIP AGREEMENT
BETWEEN THE
BLUEGRASS WORKFORCE INNOVATION BOARD
AND THE
BLUEGRASS GOVERNING BOARD OF LOCAL ELECTED OFFICIALS

This Partnership Agreement (this "Agreement") is between the Bluegrass Workforce Innovation Board hereinafter referenced as BGWIB and the Bluegrass Governing Board of Local Elected Officials hereinafter referenced as the Governing Board, collectively referred to as the "Parties."

RECITALS

WHEREAS, the Workforce Innovation and Opportunity Act ("WIOA") provides for governance responsibilities to be shared by the Governing Board and the BGWIB;

WHEREAS, the Interlocal Agreement among the Kentucky Counties of Anderson, Bourbon, Boyle, Clark, Estill, Franklin, Garrard, Harrison, Jessamine, Lexington-Fayette, Lincoln, Madison, Mercer, Nicholas, Powell, Scott and Woodford (the "Bluegrass Workforce Area") authorizes the Governing Board and the BGWIB to enter into a Partnership Agreement regarding their shared responsibilities;

WHEREAS, the Governing Board and the BGWIB desire to create guidelines to be followed in the performance of their responsibilities under WIOA and under Federal and State regulations.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. **Development of Local Plan and Regional Plan.**

   A. *Local Plan*. The BGWIB, in partnership with the Governing Board, shall develop the local workforce plan (WIOA Section 107 (d) (1)). The local plan shall be approved and jointly submitted to the Governor by the BGWIB and the Governing Board.

   B. *Regional Plan*. The BGWIB, also in partnership with the Governing Board, shall coordinate with other local workforce development boards as identified by the Kentucky Labor Cabinet (the "Cabinet") to develop the regional workforce plan (the "Regional Plan"). The Regional Plan shall be approved by the BGWIB and the Governing Board prior to submittal to the Governor concurrently with the local plan.

2. **Selection of Service Providers and Centers**

   Consistent with WIOA, the BGWIB with the agreement and approval of the Governing Board's Executive Committee, shall 1) competitively select adult, youth and dislocated worker service providers, 2) competitively select the One-Stop Operator ("OSO"), and 3)

certify Centers. Neither the BGWIB nor the Governing Board nor the local grant recipient/fiscal agent selected by the Governing Board shall directly deliver the aforementioned services.

A. *Direct Service Provider*. The BGWIB shall competitively procure the Direct Service Provider. A scoring matrix shall be implemented and the BGWIB shall establish a group its members to review and score submissions. The group shall select a DSP from this group and present to the full BGWIB board or Executive Committee for approval. Upon approval, the selection shall be presented to the Executive Committee of the Governing Board for approval. This shall be done as often as is required by WIOA Law and Commonwealth Policy.

B. *One-Stop Operator*. The One-Stop Operator shall follow the same process as the Direct Service Provider and may be procured either with the Direct Service Provider or as a separate procurement. The approval shall also require approval of the BGWIB and the Executive Committee of the Governing Board. This shall be done as often as is required by WIOA Law and Commonwealth Policy.

   a. Even if the One-Stop Operator and Direct Service Provider is provided by the same entity a separate agreement must be in place. The One-Stop Operator agreement must outline: Purpose, Commitment, Role & Function, Duration of Agreement, Dispute Resolution, Process for Amendments, Severability, Establishing and Maintaining a Firewall, Monitoring, and Process for Termination.

3. **Program Oversight Responsibilities**

The BGWIB, in partnership with the Governing Board's Executive Committee, shall conduct oversight responsibilities as described in WIOA Section 107 (d) (8).

4. **Budget, Administration and BGWIB Duties**

A. The BGWIB, subject to approval by the Governing Board's Executive Committee, shall develop a budget for Board activities (WIOA Section107 (d) (12)).

B. The Governing Board shall designate the fiscal agent and local grant recipient who shall provide administrative support for the local workforce system. Within the administrative support, the hiring of the Director and/or key management board support positions will be done jointly by representatives of the Governing Board's Executive Committee, the BGWIB and the entity providing administrative support, unless any party elects to forgo participation in the process.

C. If the BGWIB requires staff devoted solely to assist in carrying out function of the BGWIB, a description of the need and the budget for the position(s) will be presented to the Governing Board's Executive Committee for approval.

D. The BGWIB shall perform duties assigned by WIOA in Section 107, by Federal and State grant agreements, by the Commonwealth of Kentucky and by the Governing Board. The BGWIB may hire staff for the limited purpose of assisting with these duties so long as the costs associated with BGWIB staffing are

reasonable and allowable and are approved in advance by the Governing Board's Executive Committee.

E. Liability of funds shall be handled as outlined in the Interlocal Agreement.

F. The BGWIB Finance Committee, Executive Committee and Full Board shall review the budget and purchases during each quarterly meeting and will follow the policy of the State and the Fiscal Agent. Purchases over $30,000 shall be presented to the BGWIB Full Board or Executive Committee and Governing Board's Executive Committee for prior to purchase.

G. In addition to review and approval of the budget by the Finance Committee, Executive Committee, full BGWIB, and Executive Committee of the Governing Board during each meeting, once per year, during the Annual Joint Meeting, a financial analysis shall be presented to both boards to review spending, allocations, and receive feedback on how to maximize the budget to achieve performance outcomes.

H. The BGWIB shall provide the following services to adults, dislocated workers, and youth through the Kentucky Career Center – Bluegrass / American Job Center: access to employment opportunities, education, training, and support services to succeed in the labor market. Employment and training services shall have a focus on high-demand sectors, as determined by the BGWIB.

5. **Performance Measures.**
The Director of Workforce or other authorized authority, under the direction and with the approval of the BGWIB, shall negotiate performance number for the Bluegrass Local Workforce Area. The Director shall submit the negotiated numbers to the BGWIB and the Governing Board's Executive Committee.

6. **Dispute Resolution.**

Whenever any dispute arises between the Governing Board and the BGWIB under this Agreement, the Parties may seek resolution of the dispute as follows:

A. The Parties will seek in good faith to resolve any such dispute by arranging a meeting between the Parties with authority to resolve the matter within seven business days after either Party receives notice of a dispute.

B. If the Parties are unable to resolve the dispute informally within 14 working days, the Governing Board's Executive Committee and an equal number of BGWIB Executive Committee members shall meet to resolve the dispute through discussion and a majority vote.

7. **BGWIB Bylaws**

The BGWIB shall adopt bylaws which shall be submitted to and which are subject to approval by the Governing Board's Executive Committee. The bylaws shall be consistent with Federal Rules at 20 CFR 679.310 (g) (1 through 6) and shall assure that the Governing

Board's Executive Committee is (1) promptly notified of BGWIB vacancies, (2) that BGWIB members actively participate in the carrying out of BGWIB duties and functions, and (3) that BGWIB meetings, committees and work groups are structured to afford all BGWIB members the maximum opportunity to attend and participate. The BGWIB shall not permit proxies or alternates to stand in for BGWIB members.

8. **The Governing Board shall:**

A. Appoint, reappoint and remove BGWIB members in accordance with Governing Board bylaws and the Interlocal Agreement, and applicable federal and state law, regulations, and policies.

B. Perform duties as required by WIOA, the Commonwealth of Kentucky, the Fiscal Courts, Federal and State grant agreements, other applicable Federal, State and local laws, regulations, and policies, the Interlocal Agreement and this Partnership Agreement.

9. **Re-branding**

The BGWIB and/or the Governing Board may elect to "rebrand" by changing either or both of their names. Any such change shall not invalidate this agreement and shall merely serve to substitute the new name for the name contained in this agreement

10. **Duration**

This agreement shall take effect when authorized by the BGWIB and the Governing Board. Either party may withdraw from this agreement by giving at least sixty (60) days written notice of termination.

11. **Amendment**

This Agreement may be amended by written consent of the BGWIB and the Governing Board.

12. **Counterparts**

This Agreement may be executed in one or more counterparts, each of which, when combined with all other counterparts, will constitute a completely executed agreement.

Signatory Page:

***Co-Chief Elected Officials*:**

Signature:	Title:
Linda Gorton	Mayor

Printed Name:	Representing	Date:
MAYOR LINDA GORTON	LFUCG	11/17/26

Signature:	Title:

Printed Name:	Representing	Date:

BGWIB Chair:

Signature:	Title:
Dolly Hollan	Chair

Printed Name:	Date:
Dolly Hollan	11/18/26

Signatory Page:

***Co-Chief Elected Officials*:**

Signature:		*Title:*
Printed Name:	*Representing*	*Date:*
Sarah Steele *Signature:*		Judge Executive *Title:*
Sarah Steele *Printed Name:*	Mercer Co. Fiscal Court *Representing*	11/17/2026 *Date:*

BGWIB Chair:

Dolly Hollan *Signature:*		Chair *Title:*
Dolly Hollan *Printed Name:*		11/18/26 *Date:*