

STATE OF IOWA,
MADISON COUNTY, ss.Inst. No. 1537 Filed for Record this 26 day of January 19 90 at 11:25 AM
Book 39 Page 482 Recording Fee No Fee Mary E. Welty, Recorder, By Betty M. Nibbs
Deputy Clerk

CENTRAL IOWA EMPLOYMENT AND TRAINING CONSORTIUM

90 This Agreement is entered into as of the 26 day of January, 1990, the county of Polk, Iowa (hereinafter called 'MEMBER') and the other Members named herein for the purpose of complying with, and continuing implementation of, the requirements of the Job Training Partnership Act (hereinafter 'JTPA'), Public Law 97-300, October 13, 1982, and the Regulations promulgated thereunder.

WITNESSETH:

WHEREAS, the City of Des Moines and the Counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren, Iowa have heretofore entered into the Central Iowa Employment and Training Consortium Agreement under the Comprehensive Employment and Training Act of 1973, as amended in October, 1980 and have entered into such agreement in April, 1983 following passage of the JTPA; and

WHEREAS, the JTPA was passed by Congress for the purpose of replacing the Comprehensive Employment and Training Act and the JTPA, as administered through the Governor of the State of Iowa, directs certain acts of compliance within certain time limits by those desirous of job training programs created in the JTPA in order to qualify locally for such programs; and

WHEREAS, the Members to this Agreement are and have been a Consortium of contiguous units of general local government with an aggregate population of 200,000 or more which serves a substantial part of the labor market area and were certified by the Governor of the State of Iowa as a Service Delivery Area on March 28, 1983; and

WHEREAS, in order to make efficient use of their governmental powers, to comply with and accept the responsibilities under the JTPA for the purposes set forth in the JTPA, the member governments desire to enter into this Agreement.

NOW, THEREFORE, IT IS AGREED THAT THE PARTIES SIGNATORY HERETO DO HEREBY ADOPT THE CENTRAL IOWA EMPLOYMENT AND TRAINING CONSORTIUM AGREEMENT AND AGREE AS FOLLOWS:

1. AUTHORITY AND PURPOSES. This Consortium Agreement is entered pursuant to the provisions of Iowa Code Chapter 28E (1985) and the Job Training Partnership Act, Public Law 97-300, October 13, 1982, for the purpose of complying with the JTPA so as to qualify this Consortium as a grant recipient, administrative entity and service provider; and to do all of the things under the JTPA which will enhance the educational, employment and training programs created thereunder or elsewhere.

2. MEMBERS. The following units of general local government are the Members of the Consortium: The City of Des Moines, and the Counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren, Iowa.

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3. AREA. the geographical area served by the Consortium is the territorial area encompassed within the Counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren, Iowa which area is known as Service Delivery Area Eleven (XI).

4. CONSORTIUM BOARD - EXECUTIVE BOARD - PROPERTY. Subject to the agreement negotiated between this Consortium's designees and the Private Industry Council, and the rules and regulations promulgated from time to time by either the Federal government or State of Iowa, this Consortium is established to qualify under the JTPA and accept the responsibility of acting as any or all of the following:

- (a) A grant recipient;
- (b) The entity to administer the local training plan; and
- (c) The provider of services under the local training plan.

Unless prohibited by any law or Regulation, the Consortium may also operate, upon amendment to this Agreement, education, employment or training programs sponsored under State or Federal law in addition to any responsibilities accepted as a grant recipient, administrative entity or service provider under JTPA.

This Consortium hereby appoints its Executive Board as that arm of the Consortium responsible for administering any of the joint and cooperative JTPA undertakings, as the Consortium directs, which the agreement between this consortium's designees and the Private Industry Council may specify.

The Consortium may acquire and dispose of personal or real property by vote in accordance with its Bylaws. Any property acquired shall be in the name of the Consortium.

5. CONSORTIUM BOARD - VOTING - BYLAWS. The member governments shall exercise the powers of the Consortium through a Board of Directors comprised of the representative or designated alternate of each representative appointed by the Mayor or Chairperson with the approval of the Council or Board of Supervisors of each member government which are parties to this Agreement. The City of Des Moines shall be entitled to three (3) representatives. Polk County shall be entitled to four (4) representatives and each other county shall be entitled to one (1) representative per county, each of whom, or in such representative's absence the respective designated alternate, shall be entitled to that respective vote(s). The Board of Directors may adopt Bylaws for the regulation and management of its affairs not inconsistent with law or this Agreement.

6. FINANCING AND BUDGETING. The financing for the undertaking created by this Agreement shall be subject to the Agreement and local training plan negotiated between this Consortium's designees and the

Private Industry Council respecting the selection of a grant recipient, administrative entity, and service provider. The Consortium budgeting shall be depending upon the availability of funds allocated under JTPA and budgeting with respect to such allocated funds shall occur, from time to time, as either the Federal government or Governor identifies fund availability.

7. DURATION - FUNDS - TERMINATION.

(a) Due to the timing and sequence of certain activities under the JTPA, this Agreement shall be effective immediately upon the date of last signing of any Resolution executed by any member hereto. This Agreement shall then be in effect for JTPA programs for the Program Years of 1990 and 1991 (July 1, 1990, through June 30, 1992); and, may be perpetuated provided that each governing body approves this Agreement and the Mayor and Chairperson of each member government attests thereto each program year thereafter, and each of the member governments hereby agrees to be bound to this Agreement during any program year for which such approval and attestation has been given.

(b) The Central Iowa Employment and Training Consortium is a separate legal entity.

(c) This joint cooperative undertaking is to be financed by Federal funds allocated under the Job Training Partnership Act of October 13, 1982.

(d) No complete termination of this Agreement shall occur unless a majority of the member governments to this Agreement, determined by vote, each member government for this purpose having one (1) vote, fail(s) to renew this Agreement as provided in this section. Any other failure to renew this Agreement shall be a partial termination.

In the event of a partial termination, there shall be no distribution of property in whole or part to the withdrawing or terminating member. In the event of a complete termination, the Consortium property shall remain in the possession of the remaining members subject to the claims of any creditors following wind-up and close-out of any programs operated hereunder; then, the balance of the property shall be sold with the proceeds distributed to all members in proportion to their percentage of vote in the Consortium.

8. RESPONSIBILITY FOR OPERATION OF PROGRAMS. By approval of this Agreement and the consummation between this Consortium and the Private Industry Council of an agreement selecting the grant recipient, the administrative entity, and service provider, each member government appointing representatives to the Consortium shall jointly and separately accept the responsibility and liability for the operation of JTPA programs to the extent of the responsibilities assigned or agreed upon between the Consortium and the Private Industry Council; and, consistent with and in proportion to the terms of voting representation as established in Paragraph 5, except that the Counties of Boone, Dallas,

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Jasper, Madison, Marion, Story and Warren shall divide any liability in the proportion the population of each of such counties bears to the total population of such seven (7) counties; and, consistent with Federal, State and local laws.

9. LIMITATION ON THE POWERS DELEGATED UNDER THIS AGREEMENT. By authorizing and executing this Agreement the member units of local government hereby accept liability for the operation of JTPA programs in the area covered by this Agreement, those member units of local government expressly intend and agree that the Consortium created hereby secures and retains the power of "final approval" over any Job Training Plan, the power of "final approval" over the selection of any service provider, the power of "final approval" over any contract with any service provider, and the power of "final approval" over any purchases made with monies received pursuant to any Grant Agreement under the JTPA. For purposes of this Agreement, "final approval" is defined to mean "the absolute and unconditional right to make the final decision, unencumbered and unfettered by prior recommendations of any kind, provided only that the decision is made in accordance with the JTPA and the regularly-enacted regulations promulgated pursuant thereto and consistent therewith."

The powers delegated to the Consortium by the Agreement are expressly limited by this paragraph. Any agreement or understanding of any kind whatsoever entered into by the Consortium or by any of its representatives in violation of this limitation will exceed the powers delegated to the Consortium and will be, ab initio, null, void, and of no force or effect whatsoever. Further, if, by any means whatsoever, including the passage of regulations by any agency of the State, any of the powers "final approval" reserved to the Consortium are diminished in any way or in any degree, this Agreement will terminate instantly, and the member governments will instantly cease to be bound by any actual or alleged liability for the JTPA programs in this area.

This paragraph number 9. is an integral and essential part of each member government's Agreement to enter into the Consortium, and, in the event that any other paragraph of this Agreement is or is thought to be inconsistent herewith, this paragraph shall prevail;

Provided, however, that this paragraph 9. shall not be construed to prohibit an agreement between the Consortium and Private Industry Council, as partners under the Job Training Partnership Act, diminishing or delegating under such agreement the Consortium's rights of "final approval" when, in compliance with the rules and regulations promulgated by the Federal government or the Iowa Department of Economic Development, the Private Industry Council obtains either insurance or assets found acceptable to both the Consortium and Iowa Department of Economic Development to cover any audit liability for any grant agreement. In that event, the degree and percentage to which the "final approval" of the Consortium may be delegated shall equal the degree to which either insurance or assets obtained by the Private Industry Council bear to the total amount of any grant agreement so affected.

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10. AMENDMENTS. The terms and provisions of this Agreement may be amended by a majority vote of the Board of Directors at any regular or special meeting and approved by Resolution by the governing bodies of all the member governments, subject to the law.

11. PRIVATE INDUSTRY COUNCIL APPOINTMENTS. All members of this Agreement shall appoint to the Private Industry Council those persons nominated or recommended by a plurality vote after consideration of such person's qualifications and the recommendations received.

12. CHIEF ELECTED OFFICER DESIGNATIONS. The members of this Agreement hereby designate the Executive Board as representing the Consortium in negotiations with the Private Industry Council regarding the determination of procedures for development of the local training plan, the selection of a grant recipient, the administrative entity, and service providers. Such designees shall, upon agreement with the Private Industry Council, approve the Agreement and jointly with the Private Industry Council submit the Job Training Plan to the Governor.

We, the undersigned, as the chief elected official of our respective jurisdiction upon approval of our respective Boards or Council of an identical agreement, hereby execute and enter into this Consortium Agreement with each other and the Central Iowa Employment and Training Consortium.

CITY/COUNTY OF Madison

IOWA

By: Jay Korman
Mayor/Chairperson

Date: 1/26/98

ATTEST:

Kay Billeter
Clerk/Secretary

Revised 12/89



United States of America—State of New Mexico—Vital Records

CERTIFICATE OF DEATH—Certified by Medical Investigator Certified by Physician

Bernalillo

078703

Albuquerque

County of Death

City, Town, Location

DO NOT WRITE IN THIS MARGIN

DECEDENT—NAME First Middle Last Sadie Mae EMERSON			SEX F	DATE OF DEATH (mo, day, yr) May 15, 1983	
1. DATE OF BIRTH (mo, day, yr) Sept. 19, 1891	2. AGE—last birthday 91	3. UNDER 1 YEAR Mos. Days 1	4. UNDER 1 DAY Hours Mins. 1	5. RACE—Specify White, Black, Native American, etc. White	6. IF NATIVE AMERICAN, Specify Tribal Affiliation (e.g. Zia, Jicarilla, Navajo, etc.) ---
7. IF HISPANIC, Specify: <input type="checkbox"/> U.S. Southwest <input type="checkbox"/> Mexican <input type="checkbox"/> Puerto Rican <input type="checkbox"/> Cuban <input type="checkbox"/> Other: ---	8. HOSPITAL OR OTHER INSTITUTION—Name (if neither, give street and number) St. Joseph Hospital			9. IF HOSP. OR INST., Specify DOA or Emer. Rm. Inpatient Inpt.	
10. STATE OR COUNTRY OF BIRTH Iowa	11. CITIZEN OF WHAT COUNTRY USA	12. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED—Specify Widowed	13. SURVIVING SPOUSE (if wife, give maiden name) ---		14. WAS DECEDENT EVER IN U.S. ARMED FORCES? XX
15. SOCIAL SECURITY NUMBER 478-44-5301	16. USUAL OCCUPATION (Kind of work done during most of working life, even if retired) Homemaker		17. KIND OF BUSINESS OR INDUSTRY Home		
18. RESIDENCE—State Iowa	19. County Union	20. CITY, TOWN OR LOCATION Lorimor	21. STREET AND NUMBER PO Box 16	22. INSIDE CITY LIMITS? Y	
23. FATHER—NAME First Middle Last Henry --- Nelson		24. MOTHER—MAIDEN NAME First Middle Last Margaret --- Filson			
25. INFORMANT—NAME (Type or print) Golda LaFollette		26. MAILING ADDRESS Street/RFD No. City/Town State Zip 1704 Ganges Ave. El Cerrito, California 94530			
27. BURIAL, CREMATION, REMOVAL, OTHER—Specify Removal		28. CEMETERY/CREMATORY—Name Peru Cemetery		29. LOCATION City/Town State Peru, Iowa	
30. GENERAL SERVICE LICENSEE or Authorized Rep.—Name Brown		31. FACILITY—NAME French Mortuary		32. FACILITY—ADDRESS PO Box 25063, Albuquerque, NM 87125	
33. REGISTRAR'S SIGNATURE—On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. <i>[Signature]</i>		34. DATE SIGNED (mo, day, yr) 16 May 83		35. HOUR OF DEATH 18:35 PM	
36. Office of the Medical Investigator University of New Mexico Medical School, Albuquerque, NM 87131		37. Certified Physician <i>[Signature]</i>		38. REGISTRAR SIGNATURE <i>[Signature]</i>	
39. DATE RECEIVED 5-17-83		40. PART I—IMMEDIATE CAUSE (Enter only one cause per line for a, b, and c) Brain Stroke CVA			
41. DUE TO, OR AS A CONSEQUENCE OF: Cerebrovascular disease		42. Interval between onset and death Minutes			
43. DUE TO, OR AS A CONSEQUENCE OF: Age		44. Interval between onset and death			
45. PART II—OTHER SIGNIFICANT CONDITIONS—Contributing to death but not related to cause given in PART 1a. Aspiration Pneumonia		46. AUTOPSY 24a. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		24b. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
47. 25a. RECENT SURGICAL PROCEDURE PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		25b. IF YES, SPECIFY TYPE OF PROCEDURE		25c. DATE OF PROCEDURE	
48. 26a. Suicide, Hom., Underlying Invest.—Specify		26b. DESCRIBE HOW INJURY OCCURRED		26c. WAS DECEDENT PREGNANT WITHIN LAST 6 WEEKS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
49. 27a. INJURY AT WORK		27b. PLACE OF INJURY—Specify home, farm, street, etc.		27c. HOUR OF INJURY	
50. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		27d. DATE OF INJURY (mo, day, yr)		27e. LOCATION Street/RFD No. City/Town State	

ICDA

Condition if any, give the name of the cause, underlying cause

LEGAL DOCUMENT

NOT VALID UNLESS PREPARED OR REPRODUCED IN ACCORDANCE WITH THE RAISED STATE REGISTER (NMSA), Section 12-2-1

STATE OF NEW MEXICO

CERTIFIED COPY OF VITAL RECORD

OF BERNALILLO

Michael J. Burkhardt, Director
- Health Services Division
Health and Environment Department

This is a true and exact reproduction of the original document officially registered and placed on file in the Vital Records Section of the New Mexico Health and Environment Department in Santa Fe, New Mexico, and issued under the authority of the State Registrar of Vital Statistics.

DATE ISSUED: May 17, 1983

[Signature]
Michael W. Ammann
State Registrar
Vital Statistics

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee \$5.00