CENTRAL IOWA EMPLOYMENT AND TRAINING CONSORTIUM

This Agreement is entered into as of the 18 day of April, 1983, the County/City of Madison, Iowa (hereinafter called 'MEMBER') and the other Members named herein for the purpose of commencing compliance with, and beginning 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 Consortium Agreement under the Comprehensive Employment and Training Act of 1973," as amended; 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 AS FOLLOWS:

1. AUTHORITY AND PURPOSES. This Consortium Agreement is entered pursuant to the provisions of Iowa Code Chapter 28E (1981) 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.

STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 1632 Filed for Record this 18 day of April 19 83 at 11:00 AM
Book 34 Page 498 Recording Fee none Mary E. Welty, Recorder, By _____ Deputy
M Welty

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 the Central Iowa Regional (or _____ by the Governor's designation).

4. CONSORTIUM BOARD - EXECUTIVE BOARD - PROPERTY. Subject to the agreement negotiated between this Consortium's designees and the Private Industry Council, 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 job training plan; and

(c) The provider of services under the job 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 of 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 BOARDS - 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 job 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 dependent 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 Fiscal Year of 1984 (October 1, 1983, through September 30, 1984); and may be perpetuated provided that each governing body approves this Agreement and the Mayor and Chairperson of each member government attests thereto each fiscal year thereafter, and each of the member governments hereby agrees to be bound to this Agrement during any fiscal 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 6, except that the Counties of Boone, Dallas, 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. 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 or all the member governments, subject to the law.

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: Paul W Bem
Mayor/Chairperson

Date: 4/18/83

ATTEST:

Clerk/Secretary