



**CALIFORNIA INDIAN MANPOWER CONSORTIUM, INC.**

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***CONSORTIUM AGREEMENT***

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We, the undersigned, do hereby agree to enter into this Consortium Agreement and to designate the California Indian Manpower Consortium, Inc., a non-profit corporation under the laws of the State of California, hereinafter referred to as CIMC, Inc. as the Administrative Unit of the Consortium.

We agree to operate during Program Years 2017-2020 in accordance with the provisions of the Workforce Innovation and Opportunity Act (Public Law 113-128, the successor program to WIA) Section 166, Native American Programs and the regulations promulgated thereunder, and we collectively meet the requirements of 20 CFR 684.200 (b) and (c). Public Law 113-128 and any amendments thereto shall hereinafter be referred to as WIOA.

We understand that this Agreement creates the California Indian Manpower Consortium (hereinafter referred to as CIMC) and binds each individual member mutually to the actions of the majority of the Consortium. We also understand that we, as members of the Consortium, shall elect a representative Board of Directors (hereinafter referred to as the CIMC Board) consisting of a Chairman, Vice-Chairman, Secretary and Treasurer, and a representative, geographically distributed, one from each of the service areas as set forth by the Board of Directors. The CIMC Board shall act in a representative capacity for the entire Consortium membership as the Board of Directors of CIMC and CIMC, Inc. (hereinafter jointly referred to as the CIMC Board) subject to any limitations which are placed upon the CIMC Board by this Agreement. Within the authority delegated to the CIMC Board by the respective members of the Consortium, they shall act by majority vote.

This Agreement shall bind us to the Consortium for the period of the grant issued by the U.S. Department of Labor (hereinafter referred to as DOL).

We, as CIMC members, accept the designation by DOL, Division of Indian and Native American Programs, Employment and Training Administration, of CIMC as the Native American grantee of the WIOA Program.

We agree to operate the WIOA Program in the State of California; the State of Illinois and the counties in Iowa (Clinton, Muscatine and Scott) and to serve the Indian and Native American population in the counties and on the Reservations listed in Attachment A. Other reservations, counties or organizations may also join the Consortium, subject to approval by the CIMC Board.

We recognize CIMC, Inc. as a private non-profit agency incorporated for the purpose of working for the social welfare, educational and economic advancement of its member tribes, groups, and organizations and/or Indians and other Native Americans.

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Subject to the specific limitations as outlined herein, the CIMC Board shall set policy to carry out the functions and responsibilities necessary to effectively administer the program consistent with the Workforce Innovation and Opportunity Act and regulations, and CIMC, Inc. shall administer the program in accordance with such policies, rules and regulations.

We recognize the membership requirements set forth in the By-Laws of the CIMC, Inc. as also constituting the requirements for membership in the Consortium and delegate to the CIMC Board the authority to certify membership in the Consortium.

### **Organizational Structure of the Administrative Unit**

We hereby agree that CIMC, Inc., subject to the limitations and delegations hereinafter provided, shall serve as the Administrative Unit to this Consortium. The WIOA Program will be administered in accordance with the organizational structure as determined and approved by the CIMC Board of Directors.

The Administrative Unit shall be delegated all powers necessary to administer the program effectively.

We further agree that the grant agreement with DOL shall be signed by the Chairman of the CIMC Board.

### **Authority Delegated to the CIMC Board**

The CIMC Board shall:

1. Hire the Executive Director.
2. Participate in the development of the comprehensive services and supplemental youth services plan with staff and shall, by majority vote, approve or reject the plan or any parts thereof.
3. Participate with staff in the establishment of an allocation formula or system for distributing available WIOA Program funds among the various geographic areas covered by the grant.
4. Review and approve all personnel policies applicable to the administration of the WIOA Program.
5. Review and approve all matters pertaining to the WIOA Program's administrative budget.
6. Approve plans for the evaluations of program performance and participate in such evaluations.
7. Utilize any advisory and/or planning councils it deems necessary to effectively plan the development of plans and policies.

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8. Hold quarterly meetings chaired by the representative elected from each specific geographic service area with Consortium members from that geographic service area to discuss program goals and progress.
  9. Have the right to review and comment on the hiring and/or termination of key personnel.
  10. Have the authority to authorize training and technical assistance to those areas which want to form their own consortium.
  11. Review and approve applications from membership and for renewal of membership in the Consortium pursuant to the By-Laws of CIMC, Inc.

### **Authority Delegated to the Executive Director**

The Executive Director shall:

1. Have the authority to hire, organize and terminate all administrative staff.
2. Have the authority to review and comment on all actions proposed by the CIMC Board, within its authority, and by the Consortium members within their authority.
3. Have the authority to receive, approve and disburse funds received pursuant to the WIOA grant. Shall designate not less than two or more than six members of the administrative staff to disburse funds to cover authorized costs incurred in the operation of the program.
4. Prepare and sign all documents relating to the WIOA Program except that the prime grant between the Consortium and DOL and all modifications thereto shall be signed by the Chairman of the CIMC Board.
5. Provide to the CIMC Board members a monthly report on the progress and current status of the WIOA Program.
6. Establish and arrange for proper administrative, financial, accounting, personnel and recordkeeping policies, systems and procedures in accordance with the Workforce Innovation and Opportunity Act and regulations.
7. Assure that all required WIOA Program reports are prepared correctly and submitted to DOL timely.
8. Arrange for and authorize all necessary staff training. Such arrangements shall be coordinated with DOL to assure that all available free training is utilized to the maximum extent.
9. Develop and implement procedures for program planning, evaluation of program performance and the reallocation of resources expect that reallocation of funds must be approved by the CIMC Board.
10. Determine the need to reallocate funds and to modify the grant agreement with DOL according to a reallocation plan approved by the CIMC Board.

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11. Establish and carry out procedures for coordinating all activities with other local WIOA areas as well as other relevant agencies.
  12. Maintain all necessary records pertaining to the Consortium activities and business under the WIOA grant.
  13. Have the right to enter into contracts and subgrants and other necessary agreement on behalf of the Consortium.

### **Authority Reserved to Consortium Members**

We, as individual members of the Consortium, reserve the entire Consortium all powers, functions, and responsibilities not specifically granted to the CIMC Board or the Administrative Unit. We agree to convene and elect an official body to represent the Consortium, which shall be the CIMC Board and which shall have the powers granted to it by this Agreement. We understand that we, as members of the Consortium are jointly and separately responsible for the use of funds under the WIOA grants, and for claims established against the Consortium. We also understand that the rights of evaluating the program and reallocating funds shall be reserved to the Consortium's members through input to their respective geographical area representative.

### **Certification**

We certify that acceptance of this Consortium Agreement was formally approved by a majority vote of the Board of Directors or the proper governing body of each organization listed as Attachment B and has been further ratified and that we are duly authorized to enter our respective organizations into this Consortium Agreement on November 4, 2017. Copies of the resolutions which have been ratified authorizing us to execute this agreement are attached hereto and made a part thereof.

**ATTACHMENT A**  
**California Indian Manpower Consortium**  
**Service Area**

**California Counties**

Amador  
 Butte  
 Calaveras  
 Colusa  
 El Dorado  
 Fresno  
 Glenn  
 Imperial  
 Inyo  
 Kern  
 Kings  
 Lake  
 Lassen  
 Madera  
 Mariposa  
 Mendocino  
 Merced  
 Modoc  
 Mono  
 Napa  
 Nevada  
 Placer  
 Plumas  
 Riverside  
 Sacramento  
 San Bernardino  
 San Joaquin  
 Shasta  
 Sierra  
 Solano  
 Stanislaus  
 Sutter  
 Tehama  
 Tuolumne  
 Yolo  
 Yuba

**Reservations**

Agua Caliente  
 Alturas  
 Auburn  
 Augustine  
 Barona  
 Benton-Paiute  
 Berry Creek  
 Big Bend  
 Big Pine  
 Big Sandy  
 Big Valley  
 Bishop  
 Bridgeport  
 Buena Vista  
 Cabazon  
 Cahuilla  
 Campo  
 Capitan Grande  
 Cedarville  
 Chemehuevi  
 Chicken Ranch  
 Chico  
 Cloverdale  
 Cold Springs  
 Colusa  
 Cortina  
 Coyote Valley  
 Cuyapaipe  
 Dry Creek  
 Enterprise  
 Fort Bidwell  
 Fort Independence  
 Fort Mojave  
 Graton  
 Greenville  
 Grindstone  
 Guidiville  
 Hopland  
 Inaja & Cosmit  
 Ione  
 Jackson  
 Jamul  
 La Jolla  
 La Posta  
 Laytonville  
 Likely  
 Lone Pine  
 Lookout  
 Los Coyotes  
 Lower Lake  
 Lytton  
 Manchester/Point Arena  
 Manzanita  
 Mesa Grande  
 Middletown  
 Montgomery Creek  
 Mooretown  
 Morongo  
 North Fork  
 Pala  
 Paskenta  
 Pauma  
 Pechanga  
 Picayune  
 Pinoleville  
 Pit River  
 Potter Valley  
 Ramona  
 Redding  
 Redwood Valley  
 Rincon  
 Roaring Creek  
 Robinson  
 Round Valley  
 Rumsey  
 San Manuel  
 San Pasqual  
 Santa Rosa Rancheria  
 Santa Rosa Reservation  
 Santa Ynez  
 Santa Ysabel  
 Scotts Valley  
 Sheep Ranch  
 Sherwood Valley  
 Shingle Springs  
 Soboba  
 Stewarts Point  
 Sulphur Bank  
 Susanville  
 Sycuan  
 Table Mountain  
 Tejon  
 Timbisha  
 Torres-Martinez  
 Tuolumne  
 Twenty-Nine Palms  
 Upper Lake  
 Viejas  
 Wilton  
 X-L Ranch

**California Indian Manpower Consortium  
Service Area**

**Illinois Counties**

Adams  
Alexander  
Bond  
Boone  
Brown  
Bureau  
Calhoun  
Carrol  
Cass  
Champaign  
Christian  
Clark  
Clay  
Clinton  
Coles  
Cook  
Crawford  
Cumberland  
DeKalb  
De Witt  
Douglas  
DuPage  
Edgar  
Edwards  
Effingham  
Fayette  
Ford  
Franklin  
Fulton  
Gallatin  
Greene  
Grundy  
Hamilton  
Hancock  
Hardin  
Henderson  
Henry  
Iroquois  
Jackson  
Jasper  
Jefferson  
Jersey  
Jo Daviess  
Johnson  
Kane  
Kankakee  
Kendall  
Knox  
Lake  
La Salle  
Lawrence

**Iowa Counties**

Clinton  
Muscatine  
Scott  
  
Lee  
Livingston  
Logan  
McDonough  
McHenry  
McLean  
Macon  
Macoupin  
Madison  
Marion  
Marshall  
Mason  
Massac  
Menard  
Mercer  
Monroe  
Montgomery  
Morgan  
Moultrie  
Ogle  
Peoria  
Perry  
Piatt  
Pike  
Pope  
Pulaski  
Putnam  
Randolph  
Richland  
Rock Island  
St. Clair  
Saline  
Sangamon  
Schuyler  
Scott  
Shelby  
Stark  
Stephenson  
Tazewell  
Union  
Vermilion  
Wabash  
Warren  
Washington  
Wayne  
White  
Whiteside  
Will  
Williamson  
Winnebago  
Woodford