Amended

Workforce Connection

of Central New Mexico

Chief Elected Officials

Tuesday, July 14, 2020

10:00 am

Virtual Meeting

MRCOG, 809 Copper NW, Albuquerque, NM 87102

AGENDA

□ **Call to Order**

□ **Approval of Thursday, July 14, 2020 Agenda**

Motion
Second
Action

Tab 1: Approval of Minutes, Chief Elected Officials: July 23, 2019

Motion
Second
Action

ACTION ITEMS

Tab 2: Approval of WFCP-01-20, PY20 Preliminary Budget

Motion
Second
Action

Tab 3: Approval to Amend and Extend the following Contracts:

A. Administrative Entity and Fiscal Agent Contract with the Mid-Region Council of Governments
B. One-Stop Operator Contract with the Mid-Region Council of Governments
C. Youth Development Inc. (YDI) Youth Service Provider Contract
D. SER Jobs for Progress Inc. Adult/Dislocated Worker Service Provider Contract

Motion
Second
Action

Tab 4: Approval of Workforce Connection of Central New Mexico (WCCNM) Board Members

Motion
Second
Action

Tab 5: Approval of WCCNM CEO Chair

Motion
Second
Action

PUBLIC COMMENT/ADJOURNMENT

□ **Discussion**

- PY19 Performance
- Workforce Operation
- Grant Agreement

□ **Public Comments**

Anyone who wishes to address the Board must register with the secretary of the Board

□ **Adjournment**

NOTES

Next Meeting: Undetermined

Anyone requiring special accommodations please notify the MRCOG office at 247-1750 seven (7) days prior to the meeting.

"Equal Opportunity Program"

Tab 1

MINUTES

Workforce Connection
Of Central New Mexico
Chief Elected Officials
Tuesday, July 23, 2019
10:00 a.m.
Mid-Region Council of Governments
809 Copper, NW

Call to Order- 10:03 a.m. by Mayor Gregg Hull, CEO Chair City of Rio Rancho

Attendance-

CEO's Present
Nathan Dial, Mayor, Town of Estancia
Leon Espinosa, for Mayor Tim Keller, City of Albuquerque
Maggie Hart Stebbins, Commissioner, Bernalillo County
David Heil, Commissioner, Sandoval County
Gregg Hull, Mayor, City of Rio Rancho
Tim McDonna for JoAnne D. Roake, Mayor, Village of Corrales
Orlando Montoya for David Hyder, Commissioner, Valencia County
Iris Padilla for Mayor Charles Griego, Village of Los Lunas – Telephonic
Jack Torres, Town of Bernalillo

Others Present
Erin Ferrierra, Board Attorney
Debbie Ortiz, Board Chair
Art Martinez
Lloyd Aragon
Nicole Ortiz

Approval of Tuesday, July 23, 2019, Agenda

Motion: Maggie Hart Stebbins, Commissioner made a motion to Amend the agenda, with the correct day to Tuesday
Second: David Heil, Commissioner
No Discussion
Action: Passed unanimously by voice vote

Tab 1: Approval of Minutes, Chief Elected Officials – January 31, 2019

Motion: David Heil, Commissioner made a clerical Amendment to the minutes from July to January and Town of Bernalillo to Village of Los Ranchos
Second: Orlando Montoya, for David Hyder, Commissioner
No Discussion
Action: Passed unanimously by voice vote

ACTION ITEMS

Tab 2: Approval of WFCP-02-19, PY19 Preliminary Budget

by Art Martinez, Workforce Administrator

- Mr. Martinez presented the WCCNM Preliminary Budget for PY19.
- It has been recommended by the WCCNM Full Board to approve the PY19 Budget.
- The budget is based on allocation received from the New Mexico Department of Workforce Solutions and projected carry-in amounts, also including the TechHire NM Grant and a NMDWS special funding project.
- PY19 budget total is $13,545,454.

Questions & Comments

Motion: David Heil, Commissioner
Second: Orlando Montoya, for David Hyder, Commissioner
No Discussion
Action: Passed unanimously by voice vote

Tab 3: Approval to Amend and Extend Administrative Entity and Fiscal Agent Contract with the Mid-Region Council of Governments

by Art Martinez, Workforce Administrator

- Mr. Martinez presented and explained the MRCOG Professional Services contract.
- The WCCNM entered into an Administrative and Fiscal Agent contract with the MRCOG in July 2003.
- In 2017 under WIOA the Mid-Region Council of Governments was selected through RFP process.
- A recommendation was made by the WCCNM Full Board to approve MRCOG as the Administrative Entity for another year.
- Unless the agreement is otherwise terminated, the term of the agreement will begin July 1, 2019 and end on June 30, 2020, with a contract amount for PY19 of $1,151,787.

Maggie Hart Stebbins recused herself from the vote.

Motion: David Heil, Commissioner
Second: Jack Torres, Mayor
No Discussion
Action: Passed unanimously by voice vote

Tab 4: Approval to Amend and Extend One-Stop Operator Contract with the Mid-Region Council of Governments

by Art Martinez, Workforce Administrator

- Mr. Martinez presented and explained the MRCOG Professional Services contract.
- The WCCNM entered into a One-Stop Operator contract with the MRCOG in July 2017.
- It was recommended by the WCCNM Full Board to approve MRCOG as the One-Stop Operator for one year.
- Unless the agreement is otherwise terminated, the term of the agreement will begin July 1, 2019 and end on June 30, 2020, with a contract amount for PY18 of $148,213.

Questions & Comments

Maggie Hart Stebbins abstained.

Motion: Tim McDonna for Mayor Joanne Roake
Second: David Heil, Commissioner
No Discussion
Action: Passed unanimously by voice vote

Tab 5: Approval to Amend and Extend Youth Development Inc. (YDI) Youth Service Provider Contract

by Art Martinez, Workforce Administrator

- Mr. Martinez presented and explained the Youth Development Inc. (YDI) Youth Contract.
- It has been recommended by the WCCNM Full Board to approve YDI's contract as the Youth Service Provider for one year.
- Unless the agreement is otherwise terminated, the term of the agreement will begin July 1, 2019 and end on June 30, 2020, with a contract amount for PY19 of $1,056,000.

Questions & Comments

Maggie Hart Stebbins abstained.

Motion: David Heil, Commissioner
Second: Orlando Montoya, for David Hyder, Commissioner
No Discussion
Action: Passed unanimously by voice vote

Tab 6: Approval to Amend and Extend SER Jobs for Progress Inc. Adult/Dislocated Worker Service Provider Contract

by Art Martinez, Workforce Administrator

- Mr. Martinez presented and explained the SER, Jobs for Progress Inc. Adult/Dislocated Worker Contract.
- Recommendation was made by the WCCNM Full Board to approve SER's contract as the Adult and Dislocated Worker Service Provider for one year.
- Unless the agreement is otherwise terminated, the term of the agreement will begin July 1, 2019, and end on June 30, 2020, with a contract amount for PY19 of $1,336.672.

Questions & Comments

Maggie Hart Stebbins abstained.

Motion: Jack Torres, Mayor
Second: Tim McDonna for Mayor Joanne Roake
No Discussion
Action: Passed unanimously by voice vote

Tab 7: Approval of Workforce Connection of Central New Mexico (WCCNM) Board Members

by Art Martinez, Workforce Administrator

- Mr. Martinez presented the new Board Members for PY19.

New Board Member

Business

Name	County	Business
Marvis Aragon	Bernalillo	American Indian Chamber of Commerce New Mexico
Valarie Lopez	Bernalillo	Presbyterian Healthcare Services
Vaadra Martinez	Bernalillo	RiskSense

Partner

Labor Organization

Name	County	Business
Hank Hamiston	Bernalillo	New Mexico JATC for Electrical Industry
Raymond Trujillo	Bernalillo	UA Local 412 Plumbers & Pipefitters Training Center

Term Extension Board Member

Business

Name	County	Business
Marni Goodrich	Bernalillo	Yearout Mechanical, Inc.
Debbie Ortiz	Bernalillo	RDO Enterprises
Stacy Sacco	Bernalillo	SACCO Connections

Partner

Community Based Organization

Name	County	Business
Carolynn Vandergiesen	Bernalillo	New Mexico Association of Community Partner

Economic Development

Name	County	Business
Bob Walton	Bernalillo	Albuquerque Economic Development

Workforce System Partner

Name	County	Business
Doug Calderwood	Bernalillo	Aging and Long Term Services
Victoria Hernandez	Bernalillo	Human Services

Questions & Comments

Motion: David Heil, Commissioner
Second: Leon Espinoza, for Mayor Tim Keller
NO Discussion
Action: Passed unanimously by voice vote

Tab 8: Approval of PY19 CEO Meeting Schedule

by Art Martinez, Workforce Administrator

- Mr. Martinez explained, with the new grant agreement, the CEO's must meet twice a year.
- We propose a meeting in July and January on the second or third week of these months.
- After discussion, the CEO's agreed to hold said meetings on the second Tuesday of July and January.

Motion: Leon Espinoza, for Mayor Tim Keller
Second: David Heil, Commissioner
No Discussion
Action: Passed unanimously by voice vote

PUBLIC COMMENT/ADJOURNMENT

Discussion

- PY18 Performance
  - Lloyd Aragon, WCCNM Manager, gave an update on the PY18 Performance for the Central Region.
- Workforce Operation
  - Joy Forehand, Operations Manager, gave an update on the operation at the Business & Career Centers.
- Industry Sector Strategies
- - Joy Forehand, Operations Manager, discussed Industry Sector Strategies in the Central Region.
- Grant Agreement
  - Art Martinez, Workforce Administrator, gave an update on the Grant Agreement between NMDWS and WCCNM.

Public Comment - None

Adjournment – 11:27 am

Next Meeting – January 14, 2020

A more detailed account of the meeting and discussions are available for review at the MRCOG offices at: 809 Copper NW, Albuquerque, NM 87102.

Approved at the July 14, 2020 WCCNM CEO Meeting

_____

Greg Hull, CEO Chair

ATTEST:

_____

Secretary

Tab 2

Workforce Connection of Central New Mexico
WFCP- 01-20
PY20 Preliminary Budget

Action Requested:
Requesting approval of the Preliminary Budget for the PY20 year. This is based on the NMDWS allocation letter dated 5-28-20 and our estimate of the 2nd year carry-in from the prior program year end June 30, 2020 (PY19).

Background:
The New Mexico Department of Workforce Solutions (NMDWS) issued the PY20 allocation which indicated a slight decrease for the State of New Mexico. The allocation presented to WCCNM are as follows: Adult $2,715,244, Dislocated Worker $3,776,430, Youth $2,361,166 and Administrative in the amount of $983,650 for a total PY20 allocation of $9,836,490. This is a $459,422 decrease, 4.46% from the previous Program Year 2019's regular formula allocation amend # 1 of $10,295,912.

The PY20 Preliminary Budget estimates the formula carry-in from PY19 to PY20 in the amount of $2,665,000. It is estimated with $950,000 Adult, $350,000 Dislocated Worker, $915,000 Youth and $450,000 Administrative dollars.

The PY20 Preliminary Budget has no initial request to transfer monies of Dislocated Worker to Adult due to expected changes in clients served PY20 for COVID-19.

The PY20 Preliminary Budget provides monies in the Professional Services category of: $60,000 Board Expenses, $50,000 Contractual Services Available, $20,000 Legal and $35,600 Audit, $356,000 in Contingency which includes the sale of the lease $300,000 & $56,000 from Social Security's Ticket-to-Work monies, estimated available July 1, 2020.

PY20 Preliminary budget continues to have two ongoing DWS Special funding's for their projects, Graduate ABQ's estimated contract balance of $63,755 & an Apprenticeship Program of $226,048 which is the carry in PY19 $76,048 plus $150,000 expected added in PY20. These staff members are under the MRCOG Operations, located in the BCC's and part of MRCOG's contractual amount.

PY20 Preliminary budget continues with the H1B TechHire now a 4.5 year (1/2 year extension of 6 months ending 12-31-20) This $4,000,000 grant is in its final year with the estimated carry in of a remaining $185,200.

Policy Ramification:
Approval of Policy WFCP-01-20 will allow the WCCNM to adjust the PY20 budget by categories as reflected in the attached worksheet.

Financial Impact: PY20 WCCNM budget totals $13,332,493.

Financial Impact: PY20 WCCNM budget Adult / DW Service Provider SER $1,336,700
Financial Impact: PY20 WCCNM budget Youth Service Provider YDI $1,080,861
Financial Impact: PY20 WCCNM budget AE/FA Operator/Operations MRCOG $1,300,000.

Do Pass _____ Do Not Pass _____ WCCNM CEO Board 7/14/20

WORKFORCE CONNECTION OF CENTRAL NEW MEXICO
PY20 Preliminary
BUDGET Effective JULY 1, 2020

	ADULT	DISL WKR	YOUTH	ADMIN	ADDITIONAL	TOTAL
REVENUES						
PY20/FY21 Allocation Preliminary	$ 2,715,244	$ 3,776,430	$ 2,361,166	$ 983,650	$ -	$ 9,836,490
PY19/FY20 Est Formula Carry-in (Prior Yr)	950,000	350,000	915,000	450,000	-	2,665,000
PY20/FY21 Transfer DW to Adult 0%	-	-	-	-	-	-
PY18 DWS Project Graduate ABQ - PY20 Portion	-	-	-	63,755	-	63,755
PY19 DWS Project DWS Apprenticeship Proj PY20 Portion	-	-	-	226,048	-	226,048
PY16 to PY20 H1B TechHire Estimate Remaining	-	-	-	10,000	175,200	185,200
PY07 Sale Of Lease	-	-	-	-	300,000	300,000
PY20 Ticket To Work Revenue Available Year Begin	-	-	-	-	56,000	56,000
TOTAL REVENUES	$ 3,665,244	$ 4,126,430	$ 3,276,166	$ 1,733,453	$ 531,200	$ 13,332,493
EXPENSES						
Adult/Dislocated Worker Service Provider						
Service Provider - SER Jobs for Progress	668,350	668,350				1,336,700
Subtotal	$ 668,350	$ 668,350	$ -	$ -	$ -	$ 1,336,700
Adult/Dislocated Wkr Client Services						
Adult/Disl Wkr Participant Services	2,043,852	2,993,038	-	-		$ 5,036,890
Supportive Services	65,000	25,000				90,000
Subtotal	$ 2,108,852	$ 3,018,038	$ -	$ -	$ -	$ 5,126,890
Youth Service Provider						
Service Provider - YDI			1,080,861			$ 1,080,861
Subtotal	$ -	$ -	$ 1,080,861	$ -	$ -	$ 1,080,861
Youth Client Services (min. 75% Out)						
Youth Participant Services			1,722,034			$ 1,722,034
Youth Supportive Services			125,000			125,000
Worker's Compensation Insurance Policy			30,000			30,000
Subtotal	$ -	$ -	$ 1,877,034	$ -	$ -	$ 1,877,034
Business & Career Center Operation						
Business & Career Center Facility Operation	276,000	114,000	210,000	-		$ 600,000
Business & Career Center Facility Operations Reimbursement	(132,500)	(32,500)	(85,000)	-		$ (250,000)
Business & Career Center Management **-MRCOG Operator Staff**	-	-	-	149,183		$ 149,183
Business & Career Center Management **-MRCOG Operations Staff**	8,400	8,400	4,200	39,000		$ 60,000
Business & Career Center -**Graduate ABQ**	-	-	-	63,755	-	$ 63,755
Business & Career Center - **DWS Apprenticeship Proj**	-	-	-	226,048	-	$ 226,048
Business & Career Center Management Reimbursement	(26,000)	(12,000)	(17,000)	(45,000)		$ (100,000)
Business & Career Center Improvements	-	-	-	604,208		604,208
Subtotal	$ 125,900	$ 77,900	$ 112,200	$ 1,037,194	$ -	$ 1,353,194
Professional Services						
AE/FA - MRCOG	112,142	112,142	56,071	520,659	-	$ 801,014
Program Support/Board Expense				60,000		60,000
Contractual Services - Available				50,000		50,000
Legal Services				20,000		20,000
Audit Services				35,600		35,600
Contingency, $Ticket to Work & Sale Of Lease					356,000	356,000
Carved Out Plan Carry In - Reserved for Initial part 2nd year - July - Sep	650,000	250,000	150,000	-		1,050,000
Subtotal	$ 762,142	$ 362,142	$ 206,071	$ 686,259	$ 356,000	$ 2,372,614
H1B TechHire Grant (07-01-16 to 12-31-20) PY20 = Final Year 1/2 Yr Ext						
AE/FA - MRCOG Grant 07-01-20 to 12-31-20				$ 10,000	$ 125,000	$ 135,000
Program Support - Travel, Advertising, Supplies & Rent				-	$ 200	200
Contractual Services					$ -	-
Client Training				-	$ 50,000	50,000
Other				-	-	-
Subtotal	$ -	$ -	$ -	$ 10,000	$ 175,200	$ 185,200
TOTAL EXPENSES	$ 3,665,244	$ 4,126,430	$ 3,276,166	$ 1,733,453	$ 531,200	$ 13,332,493
	-	-	-	-	-	-

Debbie Ortiz, WCCNM Chair

Dewey V. Cave, MRCOG Executive Director

Tab 3

Workforce Connection of Central New Mexico
Amendment and Extension of Agreements with MRCOG

Action Requested:

Approval to Amend and Extend the following Contracts:

A. Administrative Entity and Fiscal Agent Contract with the Mid-Region Council of Governments
B. One-Stop Operator Contract with the Mid-Region Council of Governments
C. Youth Development Inc. (YDI) Youth Service Provider Contract
D. SER Jobs for Progress Inc. Adult/Dislocated Worker Service Provider Contract

Background:

A. Through an RFP process in 2017 the Mid-Region Council of Governments was selected for the WIOA Administrative Entity and Fiscal Agent.

The recommendation is to extend the contract with MRCOG for an additional one-year term beginning July 1, 2020 and ending June 30, 2021.

A budget increase is required to support additional PY20 revenue provided by NMDWS and allocation of WIOA formula funds to support the following special projects:

- To continue with Apprenticeships \ Sector Strategies activities estimated $226,048 will be applied for the Sector Strategy activities.

- Graduate Abq! Estimated balance of $63,755.

B. RFP 17-631-7004-00062 was released by NMDWS on March 23, 2017, per Board direction, for the WCCNM One-Stop Operator, Under the Workforce Innovation and Opportunity Act.

Per the RFP, the initial contract was approved for one-year with options to extend for three additional one-year terms. Upon approval, the term of the Amendment to the Agreement shall be one-year, beginning on July 1, 2020 and ending on June 30, 2021.

Increase in funding is required to address additional infrastructure costs and annual salary increase.

C. RFP 2017-09 was released on February 28, 2017, per Board direction, for Adult/Dislocated Worker and/or Youth Provider(s), Under the Workforce Innovation and Opportunity Act.

Per the RFP, the initial contract was approved for one-year with options to extend for three additional one-year terms. Upon approval, the term of the Amendment to the Agreement

shall be one-year, beginning on July 1, 2020 and ending on June 30, 2021.

Modifications for this contract year include adding additional efforts and increased staff for improved quality assurance; accepting of indirect costs rate of 10% versus direct charging of contractor's administrative and support staff.

D. RFP 2017-09 was released on February 28, 2017, per Board direction, for Adult/Dislocated Worker, Under the Workforce Innovation and Opportunity Act.

Per the RFP, the initial contract was approved for one-year with options to extend for three additional one-year terms. Upon approval, the term of the Amendment to the Agreements shall be one-year, beginning on July 1, 2020 and ending on June 30, 2021.

Modifications for this contract year include adding additional efforts and increased staff for improved quality assurance and onboarding of staff.

Do Pass: _____

Do not Pass: _____ Approve WCCNM CEO Board Meeting 7/14/20

Tab 4

Workforce Connection of Central New Mexico
Board Member Nominees

New Board Member

Business

Name	County	Business
Celina Bussey	Bernalillo	Deloitte
Theresa Carson	Bernalillo	African American Greater Albuquerque Chamber of Commerce

Partner

Education

Name	County	Business
Tracey Lynn Hartzler	Bernalillo	Central New Mexico Community College
Nora Nixon	Bernalillo	Central New Mexico Community College

Term Extension Board Member

Business

Name	County	Business
Odes Armijo-Caster	Bernalillo	Luz Energy Corp.
Krista Kelley	Sandoval	Motiva Corporation
Leslie Sanchez	Bernalillo	Dual Language Education of New Mexico
Diane Saya	Bernalillo	Bottom Line Funding NM, LLC
Jerry Schalow	Sandoval	Rio Rancho Regional Chamber of Commerce

Partner

Economic Development

Name	County	Business
Ralph Mims	Valencia	Village of Los Lunas

Workforce System Partner

Name	County	Business
Reyes Gonzales	Bernalillo	DVR

Tab 5

Workforce Connection of Central New Mexico
Term for CEO Chair

Action Requested:

Approval of Chair, (The lead CEO shall serve a term of one (1) year with the option of successive terms)

Background:

CEO Agreement

Article III Lead CEO 3.1 The CEOs shall select from among themselves, by a majority vote, a lead CEO who shall act on behalf of the CEOs with respect to WCCNM related matters. The lead CEO shall serve a term of one (1) year with the option of successive terms. The CEO's shall send to the WCCNM (i) the name, contact information, and term of the lead CEO, and (ii) the process by which the lead CEO was selected. The CEOs shall also inform the WCCNM that the lead CEO shall serve as the signatory for the CEOs and that the designated lead CEO may vote on any item presented to the WCCNM or the Executive Committee of the WCCNM. See 11.2.4.9(B)(1)
N.M.A.C.

Financial Impact:

None

Do Pass: _____

Do not Pass: _____

GRANT AGREEMENT

1. AGREEMENT TYPE:	*GRANT AGREEMENT NO:*	*AGREEMENT DURATION:*
[X] *PY Allocation* [X] *FY Allocation* [ ] *Modification* [ ] *Modification* *Other*	**20-001-PY20** *MODIFICATION NO.:*	*FROM:* *July 1, 2020* *TO:* *June 30, 2022*

2. TERMS: *This Agreement is made and entered into by the New Mexico Department of Workforce Solutions (NM DWS), State Administrative Entity, hereinafter referred to as the* ***GRANTOR*** *and* ***CENTRAL AREA*** *Local Workforce Development Board referred to as the* ***LWDB****. LWDB agrees to deliver Workforce Innovation and Opportunity Act (WIOA) services in the State of New Mexico pursuant to the provisions of the 2014 WIOA, attendant Federal Regulations, and in accordance with the provisions of this Agreement.*

GRANTOR NAME: ***NM DEPARTMENT OF WORKFORCE SOLUTIONS***	***LOCAL BOARD NAME:*** ***WORKFORCE CONNECTION OF CENTRAL NM***
CONTACT NAME AND TITLE (Print): ***MARGARITO ARAGON, OPERATIONS & PERFORMANCE MANAGER***	***CONTACT NAME AND TITLE (Print):*** ***DEBBIE ORTIZ, BOARD CHAIR*** ***ART MARTINEZ, WIOA ADMINISTRATOR***
ADDRESS: ***PO BOX 1928, ALBUQUERQUE, NM 87103*** ***401 BROADWAY NE, ALBUQUERQUE, NM 87102***	***ADDRESS:*** ***809 COPPER AVENUE, NW, ALBUQUERQUE, NM 87102***
TELEPHONE/FAX/EMAIL ADDRESS: ***(505) 841-9559*** ***Margarito.Aragon@state.nm.us***	***TELEPHONE/FAX/EMAIL ADDRESS:*** ***AMARTINEZ@MRCOG-NM.GOV*** 505-724-3636

3. Modification. *The purpose of this modification is to:*
This Modification: ***Increases*** ***Decreases*** □ ***Does not change*** *funds previously obligated by (+ or -)*

FROM $ ***TO:***

4. Funding: *The Grantor, via this Agreement and the attached Scope of Work (See Attachment A-J) obligates to Local Board* ***$9,836,490.00.***

Program Year 2020 Allocation				
	Adult *CFDA: 17.258*	*Dislocated Worker* *CFDA: 17.278*	*Youth* *CFDA: 17.259*	*Total*
Program	***453,293***	***689,613***	***2,361,166***	***3,504,072***
Administration	***50,366***	***76,624***	***262,352***	***389,342***
Total	***503,659***	***766,237***	***2,623,518***	***3,893,414***

Fiscal Year 2021 Allocation				
	Adult *CFDA: 17.258*	*Dislocated Worker* *CFDA: 17.278*		*Total*
Program	***2,261,951***	***3,086,817***		***5,348,768***
Administration	***251,328***	***342,980***		***594,308***
Total	***2,513,279***	***3,429,797***		***5,943,076***

Workforce Innovation and Opportunity Act (WIOA)

Grant Agreement - Program Year 2020

PART 1 - GRANT AGREEMENT PROVISIONS

I. BACKGROUND

This is an enforceable agreement with mutual consideration, known to the United States Department of Labor (USDOL) as a Grant Agreement (Agreement). The parties to this Agreement are the New Mexico Department of Workforce Solutions (NMDWS) acting as the State Administrative Entity (SAE), the Chief Elected Officials (CEOs) and the Local Workforce Development Boards (LWDB). The parties enter into this Agreement pursuant to the Workforce and Innovation and Opportunity Act (WIOA).

The purpose of the WIOA includes:

- Increasing access to and opportunities for the employment, education, training, and supportive services that individuals need, particularly those with barriers to employment by implementing a customer-focused one-stop delivery system;

- Enhancing and increasing innovative strategies to improve the coordination among the key core programs that support employment, education and literacy and vocational rehabilitation activities through the alignment of systems, in support of a comprehensive, accessible, and high-quality workforce development system;

- Improve the quality and labor market relevance of workforce investment, education, and economic development efforts;

- Promoting improvement in the structure and delivery of services; and

- Providing workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result. Improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation

NMDWS WIOA Priorities and Vision

- **Broader and deeper partnerships** with workforce system organizations and agencies to align opportunities for employment, education, training and support services that individuals need, particularly those with barriers to employment.
- **More strategic State and Local Boards** focused on aligning local plans to implement the vision and direction defined through the Combined Four-Year State Plan.
- **Sector Strategies and Career Pathways** – used to shape and define career pathways within talent pipeline. The one-stop system is responsive to the ever-evolving economic environment and provides customized services that are reflective of business and talent needs. This includes the program and services of partner agencies who are also located in the one-stop center for program alignment and service integration.

- **Regionalism** – Assuring services are coordinated and aligned through local workforce development plans with the economic development regions statewide to meet the growing diversity of the workforce population as economies become more global and competition increases the pressure for production, specifically the timing and availability and skill base of the workforce
- **Service value and integration** – Improving the quality and labor market relevance of workforce investment, education and economic development for the communities linked to service areas; increasing awareness and confidence of workforce service delivery and impact of partnership across agencies as a mechanism to leverage funds and customer/business experience
- **Focus on competition and quality** – Promoting improvement in the structure and delivery of services; implementing continuous quality improvement strategies to evaluate effectiveness and impact and to understand when change is needed to improve outcomes.

The Governor of the State of New Mexico has received a grant from USDOL to administer WIOA funding. The Governor has authorized NMDWS, as Grantor under this Agreement, to award and oversee allocations of these funds to the LWDB. The WIOA grant authorizes the LWDB to coordinate activities to organize and facilitate the delivery of employment and training programs consistent with the WIOA, the New Mexico Combined Four-Year State Plan, the local plan and this Agreement. All parties to this Agreement consent to the following requirements.

II. AGREEMENT REQUIREMENTS

1.1 Duties and Obligations of SAE:

The New Mexico Department Workforce Solutions (NMDWS) shall serve as the State Administrative Entity (SAE) for the WIOA on behalf of the Governor of New Mexico. As the SAE, NMDWS provides staff support to the State Workforce Development Board (SWDB) and shall be responsible for the day-to-day fiscal, program administration, and oversight of the WIOA in New Mexico. The SAE will provide administrative direction to the LWDB through the development and distribution of federal and state WIOA program guidance, state policies and rules, technical assistance guidance and guidance letters. The SAE will also provide ongoing program and fiscal monitoring to assure compliance with federal and state policies and regulations for WIOA. The SAE is also responsible for coordinating technical assistance, training and other support necessary to promote LWDB successful implementation of WIOA.

1.2 Duties and Obligations of the Local Chief Elected Officials:

The chief elected officials (CEOs), in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of the grant funds allocated to the local area workforce development board, unless the chief elected officials reach an agreement with the Governor, for the Governor to act as the local grant recipient and bear such liability.

The local grant recipient, or an entity designated, shall disburse the grant funds for workforce investment activities at the direction of the local board, pursuant to the requirements of WIOA. this title. The local grant recipient or entity designated shall disburse the funds immediately upon receiving such direction from the local board.

The CEO's are required to meet at a minimum of twice annually to review program and fiscal activities, provide leadership and guidance to the LWDBs, and support LWDB membership.

The CEOs, together with the LWDB, are charged with making policy decision for their area to address the workforce needs of their citizens and residents. The CEOs are responsible for WIOA Title I grant funds that are awarded to a local area. When an area is composed of multiple jurisdictions under more than one CEO, the CEOs must issue a written agreement that specifies the liability for their individual jurisdictions. The primary responsibilities of the CEOs include:

- Serving as grant recipients holding fiscal responsibility for workforce funds;
- Authority to appoint a fiscal agent while remaining responsible for grant funds;
- Appointing local workforce development board members along with the discretion to appoint additional board members subject to Governor's certification requirements (20CFR 679.350).
- Creating by-laws that govern the local workforce development board;
- Approving local workforce development board budget
- Entering into agreements with other authorities the local workforce area has more than one unit of government to establish process for designation of Lead CEO, local allocation formulas to assure coverage for counties served by local area;
- Requesting local area designation by the Governor and consulting during the decision-making process;
- Consulting with the Governor in case of local board reorganization or decertification;
- Reviewing policies that respond to changes in the local economy and recommending alignment and streamlining goals for the system.

The CEOs oversee the operations of the local one-stop center network and develops and submits a regional plan in coordination with the local board members and other partners of the associated coverage area. The regional plan describes the combined activities, if any, undertaken by the LWDB(s) and their partners as described in their local plans.

In addition, the CEOs approve the budget and cost allocation plan for the local workforce centers as well as the selection of the one-stop operator following the competitive procurement process.

1.3 Effective Date and Term:

This Agreement shall be effective upon signature of the designated local area CEO, Chairperson of the contracting LWDB (or their respective designees), and the NMDWS Cabinet Secretary (or their respective designee). Performance of the Agreement shall commence upon signature and terminate no later than June 30, 2022, unless terminated earlier pursuant to the terms of this Agreement.

1.4 Funding:

The SAE will allocate WIOA funds for services to youth, adults, and dislocated workers based on the USDOL-mandated formulas referenced in USDOL Training and Employment Guidance Letter TEGL 16-19 Availability of WIOA funds is predicated upon receipt of federal allocations, and subject to required formula disbursements and rescission. Funds which the LWDB does not expend within the specified period are subject to reversion to the State pursuant to applicable law. Additionally, the SAE may opt to conduct an early one-year recapture of funds for purposes of reallocation. The amount of recapture, if any, must be based on the amount by which the prior year's unobligated balance of allocated funds exceeds 20 percent (20%) of that year's allocation for the program, less any amount reserved (up to 10%) for the costs of administration.

Unobligated balances must be determined based on allocations adjusted for any allowable transfers between the adult and dislocated worker funding streams.

In the event the USDOL reduces funding for the current year or retroactively, a unilateral modification to the Agreement will be executed.

Upon receipt of a fully executed Agreement and all required attachments, the funds will be made available to the LWDB. The allocation letter and any subsequent letters of allocation, notices of increases and/or decreases in funding, or reallocation shall be incorporated into modifications as addendum to this Agreement.

PART 2 - ADMINISTRATIVE STANDARDS AND PROCEDURES

Maintenance of Integrity in the Expenditure of Public Funds under Penalty of Law:
LWDB shall take every reasonable course of action to maintain integrity in the expenditure of public funds to avoid any favoritism, conflict of interest, disallowed cost, or other questionable or improper conduct as defined in WIOA, the Governmental Conduct Act, the New Mexico Procurement Code and other applicable laws and by-laws. The parties agree to administer this Agreement in an impartial manner, free from personal, financial, political, or other questionable or improper gains or motives. In administering this Agreement, the LWDB, its executive staff, and its employees, shall avoid situations that, to a reasonable person, appear to call into question the party's loyalty to the highest fiduciary standard of conduct.

2.1 **Expenditure Authorization Procedures:** LWDB agrees to abide by SAE rules, policies and procedures in requesting, disbursing, recording financial expenditures, and reporting requirements.

A. Prior to the expenditure of any funds, the LWDB shall establish detailed accounting codes to be used to track the expenditure of funds under this Agreement and develop and submit quarterly fiscal reports to the SAE, and SWDB.

B. LWDB will establish and maintain updated local fiscal policies and procedures for their sub-grantees that will ensure compliance with applicable federal and state laws. LWDB shall comply with, and enforce, whatever additional provisions it, in its discretion, chooses to impose on sub-grantees.

C. LWDB may submit a Cash Request Form to the NMDWS to drawdown funds for allowable costs as stated in 2 CFR 200 Subpart E – Cost Principles.

D. **Expenditure Limitations:** SAE shall not be liable for expenditures made in violation of the legal authorities cited in this Agreement, or any other law or regulation applicable to a specific service performed under the grant.

i. SAE shall not be liable for any costs incurred by the local board in the performance of a grant which have not been billed to the NMDWS within the contract closeout period.
ii. The LWDB agrees that all funds provided throughout the grant, including funds expended under subawards or subcontracts, shall be expended for authorized activities only.
iii. The LWDB understands and agrees that it shall repay to the SAE any funds determined to be expended in violation of the terms and conditions of the grant.

The LWDB shall be liable for such funds and shall repay such funds even if a Board's subrecipients or subcontractors made the improper expenditure.

iv. Resolution of Disallowed Costs:

(1) First Priority: The LWDB shall recover funds from the service provider(s) incurring the liability and utilize such funds to retire the liability to the SAE.

(2) Second Priority: The LWDB shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to the SAE.

(3) Third Priority: The LWDB shall use available stand-in costs to resolve the disallowed costs or other liability to the SAE.

v. All repayments made by the LWDB shall be from non-federal and non-state funds within thirty (30) calendar days after demand or legal action could result to recover such funds and/or additional costs.

E. LWDB acknowledges that USDOL, the SAE, the State Auditor's Office or other authorized agents have the authority and responsibility to monitor and evaluate the LWDB and its sub-grantees fiscal systems, as referenced in 2 CFR 200.302, Fiscal Management, assure compliance with state and federal fiscal management guidelines, policies, and procedures.

2.2 Modification Procedures:

This Agreement is subject to modifications required as a result of changes in applicable federal or state law, or to implement federal or state rules, regulations, or procedures or duly approved wavier(s) by the USDOL. Any such required modification shall be automatically incorporated into, and be made a part of, this Agreement as of the effective date of such change; unless such change results from a modification of state or federal law in which case the effective date shall be the date on which the law is enacted. Any other changes to this Agreement may only be made through a written modification request and approved in writing by the parties unless they are addressed separately in this Agreement.

A. The parties to this Agreement may modify the budget in accordance with State policies and procedures. Each modification becomes an amendment to this Agreement. Upon proper execution and approval of the parties, LWDB may begin work related to the modification.

B. If changes in labor market conditions, funding, or other factors require substantial deviation from an approved local plan, then CEO's and LWDB shall submit a modification of such plan which shall be subject to review by the SAE.

C. All modifications must include a clear and specific justification to ensure transparency as stated in TEGL 19-14.

2.3 Reporting Requirements:

A. **Financial:** LWDB shall comply with the established policy as set forth by the SAE regarding fiscal reporting requirements, including the tracking and reporting of stand-in costs and program income as defined in 2 CFR 200.80. Monthly Financial Reports must use the required NMDWS format. An electronic copy of the Monthly Financial Status Report complete with signature must be submitted to NMDWS by the 20th day following the last day of each month. Original copies must be retained by the LWDB fiscal agent.

B. **Program:** LWDB shall comply with the goals and objectives identified within the LWDB's approved local plan. Quarterly Program Reports must use the required format of Exhibit G. An electronic copy of the Quarterly Program Report must be submitted to NMDWS by the 45th day following the last day of each month. LWDB shall be required to meet all identified performance measures, as negotiated with the SAE, as well as the, goals and benchmarks identified within each local plan, federal and state directives and the scope of work contained in this Agreement.

2.4 Maintenance of Funds in Appropriate Financial Institutions:

LWDB and its sub-grantees, if any, shall maintain all funds in cash depositories that have Federal Deposit Insurance Corporation (FDIC) insurance coverage. There must be adequate fidelity bonding for insurance coverage where FDIC lacks sufficient coverage as per CFR 200.304.

2.5 Payment Contingency:

The parties recognize that LWDB is to be paid, reimbursed, or otherwise compensated, in whole or in part, from available Federal funds. Therefore, LWDB understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon the SAE's receipt of such funds from the federal government and upon the continued receipt of such funds.

2.6 Performance Standards:

Performance accountability is critical to the State's vision for talent development, economic growth and expanding partnerships with employers across the state's key industries. To reflect the strategic priorities of New Mexico, cultivating highly effective Local Workforce Development Boards requires the adoption of an additional set of performance measures and applying these measures, as well as those required under WIOA, to a broader number of programs. The additional performance standards will increase transparency and accountability, ensure continued quality improvement in the workforce system, increase training and development of LWDBs and their sub-recipients as well as actively support sector strategy development in the workforce regions. Additionally, New Mexico will make performance data on workforce development programs accessible to workforce decision-makers, the State Workforce Board and the public.

Performance Measures:

- **Measure #1**
  The full Local Workforce Development Board must meet, with a quorum, once a calendar quarter. The Local Administrative Entity will be required to notify the NMDWS when public notice of the meetings is posted. NMDWS will develop a quarterly report which will allow the department to track the number of meetings with quorum during the quarter. At the end of the program year the NMDWS will review the quarterly reports to ensure the annual measure is met.

- **Measure #2**
  The Local Elected Officials must meet, with a quorum, twice a program year. The Local Administrative Entity will be required to use NMDWS quarterly report in Exhibit G to track the number of meetings with quorum during the quarter. At the end of the program year NMDWS will review the quarterly reports to ensure the annual measure is met.
- **Measure #3**
  Local Elected Official and Local Workforce Board draft meeting minutes must be posted and publicly available with 10 working days of the meeting in accordance with the Open

Meetings Act. The Local Administrative Entity will be required to use the NMDWS quarterly report in Exhibit G to track the date of the meeting, date of the draft minutes posting and date of approved minutes posting during the quarter. At the end of the program year NMDWS will review the quarterly reports to ensure the annual measure is met.

- **Measure #4**
  The Local Administrative Entity is required to report progress on performance outcomes quarterly using a quarterly report form developed by NMDWS. Using Exhibit G, The Local Administrative Entity will be required to compile and submit the NMDWS quarterly report to the department 45 days after the end of the quarter. At the end of the program year NMDWS will review the quarterly reports to ensure the annual measure is met.
- **Measure #5**
  All Board Members, Administrative Staff, Fiscal Staff and One stop Operator Staff will be required to complete 10 hours of continuing education credits a program year. NMDWS will make available opportunities for continuing education but will encourage the local boards to identify training or education opportunities to meet their diverse regions. The Local Administrative Entity will be required to use NMDWS quarterly report in Exhibit G to track the number of continuing education credits and the percent progress for each job function during the quarter. At the end of the program year the LWDB Administrator will be required to provide a roster indicating the staff, job function and continuing education credits achieved. NMDWS will review the roster to ensure the annual measure is met.
- **Measure #6**
  The Local Workforce Development Board will be required to actively support two sector strategies a year. The Local Workforce Board will be required to use the NMDWS quarterly report in Exhibit G to provide the department with a narrative of the activities the local area has engaged in during the quarter. At the end of the program year the Department of Workforce Solutions will review the quarterly reports to ensure the annual measure is met.

- **Measure #7**
  The Local Workforce Development Board will be required to meet goals on the number of individuals receiving services for WIOA Title I programs. The Local Administrative Entity will be required to use the Exhibit G quarterly report to track the number of individuals receiving services by WIOA Title I categories. At the end of the program year NMDWS will review the quarterly reports to ensure the annual measure is met.
- **Measure #8**
  The Local Workforce Development Board will be required to meet a percent increase of individual receiving services from all core programs (WIOA Title I, II, III and IV). The Local Administrative Entity will be required to use the NMDWS Exhibit G Quarterly Report to track the program year cumulative participants served from the past program year, the current program year and the percent change between the program years. At the end of the program year the Department of Workforce Solutions will review the quarterly reports to ensure the annual measure is met.
- **Measure #9**
  Each Local Workforce Development Board shall comply with federal performance measures negotiated with the SAE. Upon request by the SAE, LWDB shall provide such data as the SAE may request for purposes of evaluating LWDB's compliance with performance requirements. LWDB shall assure that any subcontracts developed in

conjunction with federal WIOA funds shall contain applicable performance standards for adults, dislocated workers, youth, and customer satisfaction, and any federal and state amendments established by law. LWDB shall perform any necessary data collection and evaluation for such additional local standards. The SAE recognizes that the LWDB has the authority and discretion to add additional local standards to NMDWS's minimum performance standards so long as those local standards are not inconsistent with federal or state law, this Agreement, or written policies established by NMDWS.

PART 3 - CONFIDENTIALITY, DATA MANAGEMENT, RECORD MAINTENANCE, & AUDITING

3.1 Data Access and Automation Requirements:

Access to NMDWS information system(s) will be admitted only through Agency approved computing equipment including, but not limited to, SFTP, ACH Network, etc. LWDB shall ensure computing equipment and/or resources meet the minimum industry Information Security Requirements (e.g. current anti-virus, anti-malware, current patches, etc.); any other means of system access is prohibited.

LWDB agrees to 1) maintain computer equipment to ensure connectivity with the Workforce Connection On-Line System; 2) adhere to the requirements set forth in applicable state policy; and 3) use a common management information system as determined by NMDWS and require providers to also utilize it as the primary management information system. Access to NMDWS data must be authorized by designated authorities and in accordance NMDWS Access Request and Access Control policies and procedures. Direct data exchanges can be established upon request if such exchanges support the purposes of this Agreement and are approved by the SAE and NMDWS Chief Information Officer.

3.2 Retention of Records:

LWDB and any sub-grantees shall retain all such records in accordance with federal regulations and State record retention laws.

A. **Fiscal Records**: In addition to any requirements imposed elsewhere in this Agreement, LWDB shall retain accurate, current, separate, and complete fiscal records sufficient and otherwise adequate to provide full disclosure of the status of the funds received under this Agreement. All such records shall be adequate to allow USDOL, independent auditing firms, and the SAE to audit and monitor the LWDB at any time as deemed appropriate by the SAE. All such records, documents, communications, and other materials shall be the property of the State and shall be maintained by LWDB in a central location as custodian for the State.

B. **Fixed Asset and Inventory Maintenance**: LWDB shall adhere to the requirements for maintenance of fixed assets in accordance with State rules and regulations.

C. **Retention of Complaint Records:** LWDB, and any sub-grantees, shall retain, for a minimum period of not less than three (3) years from the date of resolution, all records regarding program complaints and all actions taken to resolve such complaints and to assure resolution within established time frames. LWDB will immediately notify SAE upon receipt of any complaints to obtain technical assistance in the resolution of such complaints, and to ensure resolution within established time frames. If pending litigation,

an audit, or a claim involving a LWDB is initiated prior to the end of the referenced retention periods, then such retention period automatically renews for an additional period of three (3) years, or until such litigation, audit, or claim is finally resolved.

3.3 Confidentiality of Records:

LWDB agrees to be bound by all confidentiality requirements of the WIOA and of the State of New Mexico, including but not limited to, the New Mexico Inspection of Public Records Act. Any breach of confidentiality by LWDB, or third-party agents of LWDB, shall constitute good cause for the SAE to cancel this Agreement, without liability to the State. Any State waiver of an alleged breach of confidentiality by LWDB, or third-party agents of LWDB, does not constitute a waiver of any subsequent breach by LWDB, or third party agents of the LWDB.

3.4 Ownership of Materials, Information, Data, Computer Software, Documentation, Studies, and Evaluations:

Unless otherwise provided for in this Agreement, the parties agree that all materials, information, data, computer software, etc., are the sole property of the State. The SAE may request that LWDB deliver these items to the SAE upon completion, termination, or cancellation of this Agreement. LWDB shall not use, willingly allow another to use, or cause such items to be used for any purpose other than for the performance of LWDB's duties and obligations under this Agreement without the prior, express, written consent of SAE.

Public Law 115-31, Division H, Title V, Section 505, stipulates when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal funds, all non-Federal entities receiving Federal funds must clearly state:

1. The percentage of the total cost of the program or project which will be financed with Federal funds,
2. The dollar amount of Federal funds for the project or program, and
3. The percentage and dollar amount of the total costs of the project or program financed by non-governmental sources.

Federal Award Terms, WIOA Program Adult/Dislocated Worker/Youth – PY 2020/FY2021, Section 12, Appropriations Requirements, j. Requirement to Provide Certain Information in Public Communications stipulates the Public Law 115-31, Division H, Title V, Section 505 requirement. This requirement is separate from those in 2 CFR 200 and, when appropriate, grant recipients must comply with both.

3.5 Confidentiality of Data:

A. **Computer Matching and Privacy Protection Act (CMPPA) Agreement:** The LWDB will comply with the terms and conditions set forth in the CMPPA that is part of the Information Exchange Agreement (IEA) between the Social Security Administration (SSA) and NMDWS. The LWDB will not duplicate, disseminate, or disclose such data without first obtaining through NMDWS, SSA's prior written approval. A copy of the CMPPA and IEA are available from NMDWS upon request.

B. The LWDB understands that access, use or discloser of Social Security data in a manner or purpose not authorized by the CMPPA may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

C. Information Technology resources shall not be used to reveal confidential or sensitive information, client data, or any other information covered by existing state or federal privacy or confidentiality laws, regulations, rules, policies, procedures, or contract terms. Users who engage in the unauthorized release of confidential information via the

state's IT resources, including but not limited to newsgroups or chat rooms, will be subject to sanctions in existing policies and procedures associated with unauthorized release of such information.

D. Sensitive or confidential data passing over an external network connection shall be encrypted to ensure the confidentiality and integrity of the information.

3.6 Compliance with Applicable Audit Requirements:
LWDB shall ensure that it, and its sub-recipients, if any, will comply with all provisions of the Single Audit Act and 2 CFR Part 200 Subpart F of the OMB Uniform Guidance Regulations, USDOL Exception at 2 CFR 2900.2 and the New Mexico State Auditor requirements. LWDB shall also institute policy and procedures for its sub-recipients that comply with these audit provisions. A complete copy of the audit must be submitted to the SAE within 90 days after completion of said audit. Failure to comply with the applicable audit requirement may result in the application of remedial actions, sanctions and and/or cancelation of the Agreement.

3.7 Rights of Inspection:
In accordance with federal regulations, the SAE, USDOL, the Comptroller General of the United States, the New Mexico State Auditor's Office, and any of their authorized representatives shall, during business hours, have access to audit, inspect, examine, excerpt, and copy books, records, memoranda, correspondence, personnel staffing records, independent audit work papers and any other documents, and shall be allowed to monitor and review such through on-site review visits. The right to access such documents may last beyond the prescribed period of record retention in accordance with State record retention laws.

3.8 Financial and Performance Monitoring:

A. LWDB shall permit the SAE, USDOL or any other duly authorized governmental agent or agency, to monitor all activities conducted by LWDB, and sub-grantees, pursuant to the terms of this Agreement. Such monitoring may consist of internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other reasonable procedure. All such monitoring shall be performed in a manner that shall not unduly interfere with the work of the LWDB.

B. LWDB shall review the findings of the SAE, or its representatives, and shall act promptly, under direction of the SAE, to remedy deficiencies noted in such findings. If corrective action is not taken and such deficiencies persist, the SAE may impose sanctions or terminate this Agreement.

PART 4 - ASSURANCES

4.1 Compliance with Certain Laws:
LWDB assures and certifies that in administering programs under this Agreement that it will fully comply with the WIOA, including the Non-Discrimination and Equal Opportunity Provisions of the WIOA, all regulations promulgated there under, and all other applicable laws, including, but not limited to those listed below:

- State policy, SAE rules, program information notices or technical assistance guides;
- The Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
- The Wagner-Peyser Act of 1933;
- The Civil Rights Act of 1964, Title VII;

- Section 504 of the Rehabilitation Act Part 25 Non-Discrimination Act;
- Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub.L. 109-282), as amended by Section 6202 of the Government Funding Transparency Act of 2008 (Pub.L.10-252);
- Americans with Disabilities Act of 1990;
- The Hatch Act;
- Child Labor Laws;
- Occupational Safety and Health Act (OSHA);
- Davis Bacon Act and the New Mexico Public Works Minimum Wage Act;
- Social Security Act;
- Military Selective Services Act;
- Section 665, Title 18 of the U.S. Code (theft or embezzlement from employment and training funds, improper inducement and obstruction of investigations);
- Fair Labor Standards Act;
- New Mexico Procurement Code and New Mexico Governmental Conduct Act;
- Equal Opportunity Provisions of the WIOA and Civil Rights Act;
- Age Discrimination Act of 1975;
- New Mexico Human Rights Act;
- Buy American Act (Sec. 502 of WIOA & Title 41 U.S.C. 8301-8305); and
- OMB Uniform Guidance on Cost Principles, Audit and Administrative Requirements for Grants and Contracts (2 CFR Part 200) in conjunction with USDOL exceptions located at 2 CFR part 2900.

PART 5 - TERMINATION

5.1 Termination for Effectiveness:

Either party to this Agreement may terminate the Agreement if it is determined the original purpose would not be accomplished by completing the project. The party desiring to terminate this Agreement shall effect such termination by giving written notice of termination to the other party and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, etc., become SAE property, and LWDB shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

If the Agreement is terminated by SAE as provided herein, LWDB will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed, less payments of compensation previously made.

LWDB shall be obligated to return any payment advanced under the provisions of this Agreement over the amount needed to cover the compensation for services performed as discussed in this

section. If this Agreement is terminated for cause, or due to the fault of either party, the Termination for Cause or Default provision shall apply.

5.2 Termination for Default (Cause):

If for any cause, either party to this Agreement shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement the other party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the non-performing party of its intent to terminate and provide at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination for cause, all finished or unfinished documents, data, etc., become SAE property, and LWDB shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered and accepted. LWDB shall be obligated to return any payment advanced under the provisions of this Agreement.

Notwithstanding the above, neither party shall be relieved of liability for any damages sustained by the other party by virtue of any breach of the Agreement, nor may the SAE withhold any payment to LWDB for the purposes of mitigating its damages until such time as the exact amount of damages due to the SAE from LWDB is determined.

If, after such termination it is determined, for any reason, that a party was not in default, or that that party's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Agreement had been terminated for convenience, as described herein.

5.3 Remedies Other Than Termination for Default:

In addition to any other remedies provided for in this Agreement, or by law, the parties may exercise the following remedial actions if the other party substantially fails to satisfy or perform its duties or obligations under this Agreement. Substantial failure to satisfy or perform is defined to mean: unsatisfactory, insufficient, incorrect, improper actions, or inactions, by the party in performing its duties and obligations under this Agreement. The additional remedial actions include, but are not limited to:

A. Suspension of further performance pending completion of necessary corrective action(s) by the non-performing party;

B. Withholding of further payments to LWDB until necessary services or corrective actions are satisfactorily completed by the LWDB, or withholding of provision of further performance by LWDB until necessary performance or corrective actions are satisfactorily completed by SAE;

C. Denial of payment for those services or obligations of LWDB which, have not yet been performed, and which, due to circumstances caused by LWDB, cannot be performed, or if performed, would be of no value to the State. Denial of payment must be reasonably related to the amount of services or performance lost to the State because of the LWDB's actions; and

D. Termination of this Agreement as set forth in the Termination for Default paragraph of this Agreement but without further liability to the terminating party, including, but not limited to, liability for termination costs.

PART 6 - ADDITIONAL PROVISIONS

6.1 Conflict of Interest:

The LWDB, and sub-grantees, shall maintain a written code of standards governing the performance of its boards, councils, and employees engaged in the award and administration of contracts. This Code of Conduct may substantially conform to the model code available from the New Mexico Secretary of State. Code of Conduct and Conflict of Interest forms must be renewed annually by all active board and staff members. No employee, officer or agent of LWDB or sub-grantee, shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of the employee's immediate family, the employee's partner; or an organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The LWDBs, sub-grantee, or officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from LWDBs, potential LWDBs, or parties to sub-Contracts. LWDB warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. LWDB shall comply with the disclosure requirements of the Conflict of Interest Act and the OMB Uniform Guidance Regulations at 2 CFR 200.318.

6.2 Insurance:

A. LWDB shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. The LWDB shall provide certificates showing adequate insurance coverage to the SAE with the signed Agreement.

B. The State of New Mexico shall be named as additional insured on all liability policies.

C. The insurance shall include provisions preventing cancellation without 60 days prior notice to the SAE by certified mail.

6.3 Notice of Pending Litigation:

Unless otherwise provided for in this Agreement, LWDB shall notify the SAE within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves services provided under this Agreement and which has been filed in any federal or state court or administrative agency. LWDB shall immediately deliver copies of any such documents to the SAE.

6.4 Certifications:

By signing this Agreement, LWDB agrees to provide, comply with, and execute the certifications attached to this Agreement.

6.5 Exhibits:

The original Agreement exhibits are incorporated into this Agreement and the LWDB agrees to complete and submit (**where applicable**) as part of this Agreement package as follows:

Exhibit A - Assurances and Certifications
Exhibit B - Liability & Bonding Insurance
Exhibit C - Indirect Cost Rate Agreement
Exhibit D - Budget Information Summary

Exhibit E - Information Request Form
Exhibit F - Scope of Work

6.6 Liability:
Any liability incurred by SAE in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1 et seq., NMSA 1978, as amended.

#21-631-1001-1PY20

Grantor:

By: _____ Date: 6/30/20
Bill McCamley, Cabinet Secretary
Department of Workforce Solutions

By: _____ Date: 6-30-2020
Westley Logan, Acting General Counsel
Department of Workforce Solutions

By: _____ Date: 6/30/2020
Sara Brownstein, Chief Financial Officer
Department of Workforce Solutions

Grantee:

By: _____ Date: 6/26/20
Mayor Greg Hull, Rio Rancho, NM
Lead Chief Elected Official

By: _____ Date: 6/26/20
Debbie Ortiz, Board Chair
Workforce Connection of Central New Mexico

EXHIBIT A
ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS
FOR PROGRAM YEAR 2020-2022

By signing the Agreement and on the line below, the Grantee's signatory officials are providing the certifications and assurances referenced therein as detailed in the attached documents.

LOCAL WORKFORCE DEVELOPMENT BOARD

By: _____ **Date:** 6/26/20
Mayor Greg Hull, Rio Rancho, NM
Lead Chief Elected Official

By: _____ **Date:** 6/26/20
Debbie Ortiz, Board Chair
Workforce Connection of Central New Mexico