

## **Memorandum of Understanding**

**This Memorandum of Understanding (MOU)** is made and entered into by and between the City of Las Cruces, a New Mexico municipal corporation and subdivision of the State of New Mexico (the “**CITY**”) and New Mexico Workforce Connection a subdivision of the Department of Workforce Solutions New Mexico (“**NEW MEXICO WORKFORCE CONNECTION**”) (collectively “**THE PARTIES**”).

**WHEREAS**, the CITY’s comprehensive plan identifies top priorities for its Economic Development department outlined as Ready Workforce in Community Prosperity (Goal 1) and Economic Equity in Community Prosperity (Goal 2); and

**WHEREAS**, poverty is an overarching issue in Doña Ana County that impedes citizens and community progress on several fronts: low educational attainment translated in poor access to work and income support resources; and difficulty of businesses growth for higher paying jobs and employers in new sectors to the area; and

**WHEREAS**, New Mexico Workforce Connection (**NEW MEXICO WORKFORCE CONNECTION**) is the region’s workforce expert, helping hundreds of employers connect with thousands of job seekers each year; and

**WHEREAS**, **NEW MEXICO WORKFORCE CONNECTION**’s mission is to help provide access to services for all those in need, to better meet the requirements of service seekers and employers, and to support economic growth and educational opportunities at the state and local levels; and

**WHEREAS**, this MOU is intended to establish a working relationship between **THE PARTIES** to facilitate their common goals and mutual benefit to develop a strong and educated workforce that supports an expanding local and regional economy; and

**WHEREAS**, the programs created by this MOU are designed for the development of job-seekers within the city limits of Las Cruces and implemented by **NEW MEXICO WORKFORCE CONNECTION**; and

**WHEREAS**, the Parties agree that financial support by **CITY**, through partnerships with the City’s Economic Development department, is beneficial to the Las Cruces economy and critical for the success of the program.

**NOW THEREFORE**, it is mutually agreed between the Parties that:

1. **Purpose.** The purpose of this MOU is to establish a formal understanding of the respective responsibilities of each of **THE PARTIES** as they relate to workforce development programming branded as **CAREER FAIRS Las Cruces** (“**CAREER FAIRS**”).

### 2. **Responsibilities under this MOU.**

#### **2.1 NEW MEXICO WORKFORCE CONNECTION shall perform the following activities:**

- a. **NEW MEXICO WORKFORCE CONNECTION** is responsible for the planning and facilitation of quarterly **CAREER FAIRS** for residents of the City of Las Cruces;
- b. **NEW MEXICO WORKFORCE CONNECTION** is responsible for the recruitment of employers with available job opportunities;
- c. **NEW MEXICO WORKFORCE CONNECTION** is responsible for creation of marketing materials and expenses to promote **CAREER FAIRS**.
- d. **NEW MEXICO WORKFORCE CONNECTION** is responsible for the promotion of quarterly **CAREER FAIRS** including email marketing, digital posts, social media marketing campaigns, print and radio;
- e. **NEW MEXICO WORKFORCE CONNECTION** is responsible for surveying job seekers attending quarterly **CAREER FAIRS**;
- f. **NEW MEXICO WORKFORCE CONNECTION** is responsible for surveying businesses attending quarterly **CAREER FAIRS**;

- g. NEW MEXICO WORKFORCE CONNECTION is responsible to report to the CITY on non-confidential data of CAREER FAIRS participants, to include:
- i. List of businesses in attendance
  - ii. Industry breakdown of businesses in attendance
  - iii. Demographic information obtained from job seekers including but not limited to gender, age, race, occupation and education.
  - iv. Outcomes from each CAREER FAIR including but not limited to:
    - v. Job placement(s)
    - vi. Lessons learned from each quarterly career fair.
  - vii. Each report shall be submitted within 30 days after the end of each career fair to the Workforce Development Administrator of the Economic Development Department of the City of Las Cruces via email or a representative of the Economic Development Department.

**2.2 The CITY shall perform the following activities:**

- a. the CITY is responsible for promoting CAREER FAIRS, in coordination with NEW MEXICO WORKFORCE CONNECTION;
- b. the CITY is responsible for expenses related to CAREER FAIRS to include the cost of exhibit hall space, audio visual equipment, room setup services and labor, not to exceed \$6,500.00. per CAREER FAIR
- c. The Parties agree that all requests for additional costs related to CAREER FAIRS must be submitted in writing at least 30 days prior to day of CAREER FAIRS and approved by the City of Las Cruces.

**3. It is mutually understood by THE PARTIES that:**

NEW MEXICO WORKFORCE CONNECTION and the CITY will collaborate in the marketing efforts for CAREER FAIRS.

Participants who do not comply with the requirements or rules of CAREER FAIRS will be terminated from the programs.

This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between THE PARTIES to work together in such a manner to encourage collaboration and alliance in the support mutually benefiting and common goals.

**4. Compliance.** THE PARTIES will comply with all federal, state and local laws, rules, and regulations.

**5. Independent Contractor Status.** Each Party will be considered an independent party and will not be construed to be an agent or representative of the other Party, and therefore, has no liability for the act or omissions of the other Party. In addition, neither Party, nor any of its employees, agents or subcontractors, will be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this MOU.

**6. Payments Made to NEW MEXICO WORKFORCE CONNECTION.**

a. The City shall pay to SELECT VENUE, for services rendered, a total amount not to exceed \$6,500.00 per CAREER FAIR the funding amount referenced in Section 2.2 of this MOU. SELECT VENUE shall submit detailed invoice prorated by number of participants with description of actual costs incurred by CAREER FAIRS after the performance of services.

b. Invoicing should be submitted to the City no later than the 5<sup>th</sup> day of the month after the performance of the services. The City may dispute charges in writing within fifteen (15) days of

receipt of the disputed invoice and may withhold payment until the City receives satisfactory documentation of the expense.

c. All costs claimed under this MOU shall be separate from existing funding sources and not claimed from any other funding source.

**7. Records and Audits.**

a. SELECT VENUE shall maintain records indicating dates, length of time, costs incurred, invoices, services rendered and time spent in fulfillment of the Scope of this Agreement. The City has the right to inspect and audit billings before and after payment and contest any billing or portion thereof. The City must provide SELECT VENUE at least one (1) week notice before conducting any inspection or audit.

b. Failure of SELECT VENUE to provide requested documents or information within ten (10) working days, when requested in writing by the City, shall constitute a breach of this Agreement and shall be grounds for immediate termination.

c. Payment under this Agreement does not foreclose the City's right to recover excessive or illegal payments.

d. Subject to applicable federal and state law, records will be made available to the City Manager or their designee during regular business hours, upon request, and will be retained for two (2) years after the termination of this Agreement or as otherwise required by State or local law, whichever term is greater. The City Manager or their designee will allow SELECT VENUE one (1) week to make records available after a request is made.

**8. Amendments.** This MOU shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

**9. Severability.** If any provision of this MOU is held invalid or unenforceable, the remaining provisions will continue valid and enforceable to the full extent permitted by law.

**10. Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Understanding. Any liability incurred in connection with this Understanding is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1. et seq., NMSA 1978. as amended.

**11. Non-discrimination.** Each Party will comply with all applicable laws relating to discrimination, harassment and retaliation including, without limitation, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, New Mexico Human Rights Act, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulation of the U.S. Department of Health and Human Services (45 C.F.R. Part 80), all as amended. Neither NEW MEXICO WORKFORCE CONNECTION nor CITY will engage in illegal discrimination against the PROGRAM Participants, employees or patients/clients with regard to age, ancestry, skin color, disability, gender identity, genetic information, national origin, pregnancy, race, religion, serious medical condition, sex, sexual orientation, spousal affiliation, or protected veteran status.



**20. Compliance with Laws and Policies; Conflict of Interest**

a. In the performance of their obligations herein, the parties shall obey and abide by all applicable federal and state laws, rules and regulations, and with all applicable city ordinances, policies and procedures.

b. Without limiting the generality of the foregoing, NEW MEXICO WORKFORCE CONNECTION shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

c. Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment CAREER FAIRS; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, gender identification, sexual orientation, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

IN WITNESS WHEREOF, THE PARTIES have executed this MOU as of the date(s) indicated below.

**NEW MEXICO WORKFORCE CONNECTION**

By: Glory Suarez

Title: SAWDB WIOA Administrator

Date: 9/26/23

**CITY OF LAS CRUCES**

By: Isa Riv

Title: City Manager

Date: 7/31/23

**APPROVED AS TO FORM:**

[Signature] 7/20/23  
City Attorney