

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 America’s Job Center and Southwestern Area Workforce Development Board, (“AMERICA’S JOB CENTER”) (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, America’s Job Center (AMERICA’S JOB CENTER) is the region’s workforce expert, helping hundreds of employers connect with thousands of job seekers each year; and

WHEREAS, AMERICA’S JOB CENTER’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 AMERICA’S JOB CENTER; 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 AMERICA’S JOB CENTER shall perform the following activities:

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

- g. AMERICA'S JOB CENTER 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 AMERICA'S JOB CENTER;
- 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 \$26,000.00 for all CAREER FAIRS
- 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:

AMERICA'S JOB CENTER 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 SELECT VENUE.

- a. The City shall pay to SELECT VENUE, for services rendered, a total amount not to exceed \$26,000.00 for all CAREER FAIRS 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 5th 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. AMERICA'S JOB CENTER 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 AMERICA'S JOB CENTER at least one (1) week notice before conducting any inspection or audit.
- b. Failure of AMERICA'S JOB CENTER 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 AMERICA'S JOB CENTER. 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 AMERICA'S JOB CENTER 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, serious medical condition, sex, sexual orientation, spousal affiliation, or protected veteran status.

12. Notices. Any notice required to be given pursuant to this MOU must be given in writing and must be sent by certified mail, return receipt requested, postage prepaid, overnight courier, fax, or email as follows:

America's Job Center Name: America's Job Center
 Attention: Glory Juarez, WIOA Administrator SW NM
 Address: 226 S. Alameda Blvd.
 Las Cruces, NM 88005
 Email: gjuarez@sccog-nm.com

CITY Name: City of Las Cruces Economic Development Department
 Attention: Elizabeth Teeters, Director
 Address: 20000, LC, NM, 88001
 Las Cruces, NM 88001
 Email: eteeters@lascruces.gov

Notice will be deemed received on the date sent if sent by electronic means, fax or email, or three business days after it is mailed, unless it is returned undeliverable. AMERICA'S JOB CENTER and CITY may change their respective contact information upon prior written notice.

13. Funding. It is specifically agreed that neither party will be responsible for costs or expenditures incurred by the other in regard to this MOU, except as may be expressly provided in this MOU.

14. Force Majeure. No Party will be liable or be deemed in breach of this MOU for any failure or delay or performance, which results, directly or indirectly, from acts of nature, civil or military authority, public disturbance, accidents, pandemics, local or national health emergencies, fires, acts of government or any other cause beyond the reasonable control of either party.

15. Third-Party Beneficiary. This MOU is for the benefit of THE PARTIES only. No

rights or benefits are conferred to any third-party by or through this MOU.

16. Authority. The individuals signing this MOU on behalf of THE PARTIES represent and warrant that they have the power and authority to bind THE PARTIES for whom he or she is signing, and that no further action, resolution, or approval from THE PARTIES is necessary to enter into a binding contract.

17. Term of MOU. This MOU shall become effective upon approval by the Parties hereto and shall terminate one year from the date of approval.

18. Termination of MOU. This MOU may be terminated by either of the parties at any time. As a courtesy, the parties understand that they shall attempt to provide written notice to the other party at least fifteen (15) days prior to intended date of termination.

19. Appropriations. The terms of this MOU are contingent on sufficient appropriations and authorizations of the City Council for the performance of this Agreement. If sufficient appropriations or authorizations are not made by the City Council, this Agreement shall terminate upon written notice provided by the City to AMERICA'S JOB CENTER. The City's decision as to whether sufficient appropriations or authorizations exist shall be accepted by AMERICA'S JOB CENTER and shall be final.

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, AMERICA'S JOB CENTER 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.

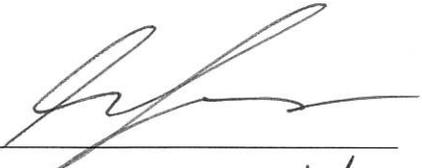
AMERICA'S JOB CENTER

By: Blory Quay

Title: WIOA Administrator

Date: September 16, 2025

CITY OF LAS CRUCES

By: 

Title: CITY Mgr.

Date: 9/23/25.

Approved as to Form:
Jocelyn A. Garrison for BD
09/11/2025

CITY ATTORNEY