



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
GREATER GALLUP ECONOMIC DEVELOPMENT CORPORATION (GGEDC)  
AND  
Northern Area Local Workforce Development Board (NALWDB)**

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1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Greater Gallup Economic Development Corporation, whose address is 102 West Hill Ave., Gallup, NM, and Northern Area Local Workforce Development Board, whose address is

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions and the shared goals of a 3-year pilot program for workforce training in McKinley County, New Mexico to be known as the **"GGEDC Industrial Workforce Program" (GGEDC IWP), herein referred to as GGEDC IWP.**

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' and shall remain in full force and effect through June 30<sup>th</sup> 2020 and can be renewed annually. This MOU may be terminated, without cause, by either party within 30 days written notice after completion of scheduled class, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of GEEDC.**

The GEEDC IWP will:

1. Identifying and qualifying New Mexico residents in need of workforce training for WIOA; and
2. Implement an innovative, rapid response workforce training, utilizing dual approach of an industrial-related curriculum combined with WIOA adult work experience to prepare residents for entry-level industrial careers within Northwest New Mexico; and
3. Identify and secure WIOA funding to provide apprenticeship On-the-Job (OJT) training opportunities to graduates of the GGEDC IWP.
4. Annually engage, recruit and select at least 10 New Mexico residents for enrollment for a total of at least 30 participants by June 30, 2020; and
5. Annually deliver a 10-week training programs for a total of 3 trainings by June 30, 2020; and

6. At the start of each program year provide a list of GGEDC IWP enrollees and at the conclusion of a program a list of graduates for the On-the-Job (OJT) Training with a full list of participants and graduates by June 30, 2020;
  7. At the end of each program year, the program will be evaluated by participants as well as reported upon the program provider, in an effort to identify program modifications that may be needed in relations to the curriculum and/or training to best needs participant needs.
  8. GGEDC and any program contractors will provide NALWDB with invoices, supporting documents, and proof of payment in a timely manner (no more than 14 calendar days, unless there are extenuating circumstances provided to NALDW in advance and in writing.
  9. Participants will receive any compensation in a timely manner (no more than 14 calendar days, unless there are extenuating circumstances provided to NALDW in advance and in writing.
  10. Program staff will provide original copies of reimbursements, program documents, and program curriculum to the NALWDB.
  11. GGEDC and any program contractors dully understand that any requests made by NALWDB are to be responded to within 5 working days or sooner, a 24 hour turn around response is preferred.
5. **Responsibilities of NALWDB**
1. NALWDB will continue to provide funding based on availability to participants who meet WIOA eligibility for apprenticeship On-the-Job (OJT) training opportunities.
  2. The NALWDB will review and provide payment on all approved expenditures, reimbursements, and payments to participants in a timely manner (no more than 30 calendar days, unless there are extenuating circumstances).
  3. NALWDB will allocate, if available in October 2019, WIOA funding for 10 eligible New Mexico residents to participate in the GGEDC IWP training components including Curriculum Delivery, Adult Work Experience and On the Job Training; and
  4. Will continue to support this GGEDC program with funding based on availability for up to 30 more students for Curriculum Delivery, Adult Work Experience and On the Job Training for eligible New Mexicans through June 30, 2020.
  5. NALWDB will provide a summary report on no later than June 30<sup>th</sup> on GGEDC IWP graduates successfully enrolled in On-the-Job Training.

7. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New Mexico. The courts of the State of New Mexico shall have jurisdiction over any action arising out of this MOU and over the parties. All federal, state, and local regulations will dictate the use of funds, program development, and curriculum expectations.

D. **Entirety of Agreement.** This MOU, consisting of 3 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

IT IS UNDERSTOOD BY ALL PARTIES THAT THIS AGREEMENT IS NOT A BINDING CONTRACT BUT A PROCEDURAL DOCUMENT FOR THE DEVELOPMENT AND OPERATION OF THE AGREEMENT DESCRIBED HERE WITHIN.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to \_\_\_\_\_ the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**GREATER GALLUP ECONOMIC DEVELOPMENT CORPORATION (GGEDC)**

[Signature]  
[Name and Title]

President  
Date

12/19/19

[Signature]  
[Name and Title]

Executive Director  
Date

12-20-19

**Northern Area Local Workforce Development Board (NALWDB)**

[Signature]  
[Name and Title]

Board Chair  
Date

12/19/19

[Signature]  
[Name and Title]

Executive Director  
Date

12/19/19