Updated February 18, 2026

# MEMORANDUM OF UNDERSTANDING

by and between

## THE CHIEF ELECTED OFFICIALS OF THE NORTHERN AREA LOCAL WORKFORCE DEVELOPMENT BOARD

THIS AGREEMENT pursuant to NMAC 11.2.4.9, is made and entered into by and between the Chief Elected Officials of the units of general local government in the Northern New Mexico Workforce Development Area.

WHEREAS Section 107 (c)(l)(B) of the Workforce Innovation and Opportunity Act of 2014 (WIOA) and 20 CFR Part 679.310 (e) requires a local workforce area containing two or more general purpose local governments (cities and counties) to execute an agreement that specifies the roles of the elected officials in carrying out the joint duties and responsibilities assigned to the Chief Elected Officials (CEOs) under the Workforce Innovation and Opportunity Act of 2014; and

WHEREAS, the CEOs in the Northern Area Local Workforce Development Area are designated to administer the services described in the Workforce Innovation and Opportunity Act Local Governance – NMAC Section 11.2.4 in accordance with the WIOA, the New Mexico Workforce Development Act – NMSA 1978, Section 50-14-1, and attendant federal and state regulations,

NOW, THEREFORE, IT IS RESOLVED as follows:

1. Parties. The parties to this agreement are the local chief elected officials in the Northern Area Workforce Development Area which consists of the following counties:

| | |
|---|---|
| Colfax | Cibola |
| Los Alamos | McKinley |
| Mora | San Juan |
| Rio Arriba | |
| San Miguel | |
| Santa Fe | |
| Taos | |

The Chief Elected Officials are the County Commissioners for each of these counties. These ten (10) counties constitute the Local Area.

2. CEO Meetings, Duties and Responsibilities.

   A. Each local CEO shall have equal standing and shall have one vote in all matters of business that come before the CEOs. Voting by proxy is permitted so long

as the proxy is in writing and pertains only to the meeting specified in the writing.

B. A CEO may designate a single representative at a senior staff level to carry out any duties assigned to the CEO and to vote on any matter that comes before the CEOs. Such designation shall be by written letter.

C. The CEOs shall meet twice per year or more frequently as necessary to carry out the duties and responsibilities of the CEOs.

D. Quorum for CEO meeting:
There are 10 counties within the Northern Area local workforce development board region. Each entity includes a County Commissioner.

In order to determine a quorum for CEO meetings, a quorum of CEOs is defined as representatives, a county commissioner or his or her designee of six (6) of the (10) counties within the Northern Area jurisdiction present as an attendee at any given CEO Board meeting.

The roles and responsibilities for the CEOs include, but not necessarily limited to, the following:

1) Approval or disapproval of the Local Plan and Plan Modifications, concurrence with contracts of the Northern Area Local Workforce Development Board (Local Board) any other duties necessary for implementation of the workforce investment program.

Appointment of Local Board members from individuals nominated in accordance with Section 107 (b), 20 CFR 679.320-360; of WIOA.

In recommending or nominating individuals, CEOs shall consider the geographic, industrial, ethnic and gender diversity of the Local Area.

2) Concurrence with the selection of the one-stop operator(s) by the Local Board and on any termination for cause of a one-stop operator. WIOA and 20 CFR Part 678 Subpart D.

3) Review and approval of the budget for the local workforce system. WIOA Section 107 (d) (12) (A).

4) Review and approval of local performance measures developed by the Local Board.

C. CEO meetings shall be conducted in accordance with the Open Meetings Act. A CEO may participate in a meeting by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible

for the CEO to attend the meeting in person and participation by such means shall constitute presence in person at a meeting.

D. The affirmative vote of the CEO's present at a meeting or represented by proxy constitutes the official action of the CEOs.

E. The CEOs shall select a Chief Local Elected Official (Lead CLEO) who shall chair CEO meetings and serve as the signatory for the CEOs for all matters presented to and approved by the CEOs.

The Lead CEO shall review all documents and matters requiring CEO approval and approve documents on behalf of the CEOs. These actions will be reported to CEOs at the next CEO general public meeting.

The CEOs may select an Assistant-Lead CEO and an Alternate Assistant to act if the Lead CLEO is unavailable. They may perform any duties as requested by the Lead CEO.

The term of office for the Lead CLEO, the Assistant Lead CLEO and the Alternate Assistant LEAD CLEO shall be for the duration of their term as the Chief Elected Official of their unit of local government.

F. Within 120 days of election of a CEO within the Local Area, the newly elected CEO shall submit to the Northern Area Local Workforce Board, a written statement acknowledging he or she has read, understands and will comply with this Memorandum of Understanding and reserves the right to request negotiations to amend this Memorandum of Understanding.

G. CEO's will be kept informed by the CEO Chair and Local Board Chair regarding Local Board activities through written reports, Board meeting agendas and minutes and copies of the annual audit reports.

3. Liability, Debts and Obligations.

A. It is understood that the WIOA designates the CEOs as the grant recipient for WIOA federal funds and that the CEOs are liable for misuse of grant funds allocated to the Local Area WIOA Section 107 (d)(12)(B)(i). The Northern Area Local Workforce Development Board shall function as the grant recipient and shall receive and administer all WIOA Title I funds on behalf of the CEOs.

8. The Local Board, service providers and fiscal agent are separate entities. To the extent allowed by law, the debts, liabilities and obligations incurred by the Local Board, service providers/sub recipients and fiscal agent shall not pass through to the CEOs through this agreement.

C. Service providers and the fiscal agent shall execute contracts with the Local Board to indemnify and hold each of the CEOs and counties and cities listed in paragraph 1 of this agreement harmless from any and all claims arising from the actions and omissions of the service provider and fiscal agent.

The service providers and fiscal agent shall procure and maintain appropriate insurance coverage based on the type of service provided and provide the CEOs and Local Board as named insured.

D. If a service provider or fiscal agent incur liability over and above (1) the sum total of its assets, or (2) its ability to recover from the contractor, agent or a third-party incurring liability, or insurance; and if that liability is passed on to the counties and cities listed in paragraph 1 of this agreement by operation of law, CEOs and the counties shall be liable in proportion to the relative population of each county for the year in which the liability arose.

E. Nothing contained in this Memorandum of Understanding shall be construed to abrogate or waive any defense of governmental or sovereign immunity of the counties and cities and their CEOs listed in paragraph 1 of this agreement nor shall it be construed as a waiver of any rights of such CEOs counties and cities have under the New Mexico Tort Claims Act.

4. Agreement. It is understood that separate copies of this agreement may be signed by individual CEOs and that all such copies together constitute a single agreement.

5. Amendment. This agreement may be amended at any time by the written. signed consent of the parties. Any CEO may propose an amendment by submitting the proposed amendment to all of the CEOs.

6. Authority. The undersigned officials are authorized to execute this Memorandum of Understanding on behalf of the parties.

7. Effective Date. The effective date of this Memorandum of Understanding is.

8. Duration. This Memorandum of Understanding shall remain in effect until the WIOA is dissolved or is terminated by agreement of the parties. Termination of this Memorandum of Understanding shall not affect the liability incurred prior to the termination date.

Updated February 18, 2026

Approved by the Chief Lead Elected Official "CLEO"

County Commissioner Alex Naranjo: _____ Date: 03-04-26

Northern Region County Commissioners

NAME AND TITLE: Alex Naranjo
COUNTY: Rio Arriba
DATE: 03-04-26

NAME AND TITLE: [illegible]
COUNTY: Santa Fe
DATE: 03/09/2026

NAME AND TITLE: [illegible]
COUNTY: San Miguel
DATE: 03/09/26

NAME AND TITLE: [illegible]
COUNTY: Mora
DATE: 03/10/2026

NAME AND TITLE: [illegible]
COUNTY: Colfax
DATE: 03/11/2026

NAME AND TITLE: [illegible]
COUNTY: Los Alamos
DATE: 15/04/2026

NAME AND TITLE: Sam Gonzales
COUNTY: San Juan
DATE: 04/20/2026

NAME AND TITLE: [illegible]
COUNTY: [illegible]
DATE: _____

NAME AND TITLE: Georgia Routzen Sanchez
COUNTY: Cibola
DATE: 06/04/26

NAME AND TITLE: _____
COUNTY: McKinley
DATE: 06/10/26