

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the Department of Workforce Solutions (DWS) and the Office of Broadband Access and Expansion (OBAE), collectively hereafter referred to as “the Parties.”

WHEREAS the Office of Broadband Access and Expansion was created pursuant to the Broadband Access and Expansion Act, §§63-9J-1 – 63-9J-7 NMSA 1978, and empowered to plan and manage broadband infrastructure projects in New Mexico.

WHEREAS the Department of Workforce Solution was created pursuant to the Workforce Solutions Department Act, §§9-26-1 – 9-26-17 NMSA 1978, and is committed to being a leader in facilitator of building a competitive workforce for the benefit of all New Mexico.

WHEREAS there is insufficient broadband workforce in New Mexico to complete the goals of the Three Year Statewide Broadband Plan.

WHEREAS OBAE received Community Projects Grant #CP00045 from the U.S. Department of Labor Employment and Training Administration (DOL/ETA) on June 26, 2025, for the creation of a statewide broadband training program.

WHEREAS the Parties agree to partner and collaborate to establish, implement, and operate the DOL/ETA funded broadband training program.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

I. EFFECTIVE DATE AND TERM

This Agreement shall be effective upon the last Signature by and approval of the Parties. The Agreement shall remain in effect until June 30, 2028, unless the terminated by a Party upon 30 days’ written notice to the other Party pursuant to Section II herein.

II. TERMINATION

Each Party shall have the right to terminate this Agreement upon written notice to the other Parties, in the event of the other Party’s material breach hereof which is not cured within thirty (30) days after written notice specifying such breach.

III. SCOPE OF AGREEMENT

This Agreement governs the allocation of responsibilities to ensure the success of the DOL/ETA funded statewide broadband training program.

A. DWS Responsibilities:

1. Coordinate with OBAE to schedule two classes a month with the Building Industry Consulting Service International (BICSI).
 - a. Schedule the following classes, based upon demand, and BICSI trainer availability:
 - i. Installer 1 Training and INST1 Certificate;
 - ii. Installer 2, Copper Training and INSTC Certification;
 - iii. Installer 2, Optical Fiber Training and INSTF Certification; and
 - iv. Technician Training and BICSI Technician Certification.
 - b. Provide OBAE at least one (1) month advance notice of the date, time, location, and course selection of classes;
 - c. Enroll 8-16 attendees in each classes, depending on space.
2. Promote the program to employers through news blasts, emails, and listservs.
3. Recruit and enroll participants in classes.
4. Prescreen participants for minimum program requirements prior to enrollment:
 - a. Eighteen (18) years of age, or older;
 - b. High School Diploma or GED;
 - c. Valid Driver's License;
 - d. No driving convictions or at fault collisions/accidents;
 - e. Can pass an employer drug and alcohol screening; and
 - f. Willing to work in all weather conditions.
5. Provide post-training supportive services:
 - a. Connect participants to prospective employers;
 - b. Assist participants with resume drafting; and
 - c. Assist participants with interview preparation.
6. Provide OBAE basic demographic information and self-identified barriers for participants (if applicable);
7. Provide OBAE with DOL/ETA mandated participant data and other reporting requirements by the 30th day of January, April, July and October through the life of the agreement for each of the scheduled classes. Reporting shall include:
 - a. Total participants served;
 - b. Number of participants that received job training activities; incumbent and unemployed;
 - c. Number of participants that completed job training activities; incumbent and unemployed;
 - d. Number of participants that received:
 - i. Job counseling;
 - ii. Resume writing assistance; and
 - iii. Interview preparation.
 - e. Employment outcomes:
 - i. Unemployed participants who entered unsubsidized training-related employment;
 - ii. Underemployed participants who entered unsubsidized training-related employment;
 - iii. Participant employment rate:
 1. 2nd quarter after exit;
 2. 4th quarter after exit;

- iv. Median Earnings:
 - 1. 2nd quarter after exit; and
 - 2. 4th quarter after exit.
- v. Retention with same employer:
 - 1. 2nd quarter after exit; and
 - 2. 4th quarter after exit.
- f. Credential attainment.
- 8. Update OBAE in writing of any change in Point of Contact:
 - a. Tammy Gallegos-Burke, Business Operations
 - b. Ceanna Pettis-Smith, Enrollment.

B. OBAE Responsibilities

- 1. Contract with BICSI to conduct classes.
- 2. Reimburse BICSI in accordance with state and federal requirements.
- 3. Contact Internet Service Providers, Nations/Pueblos/Tribes, Higher Education Institutions, and telecommunications entities to promote program.
- 4. Coordinate with DWS to identify locations and dates for classes.
- 5. Provide DWS with the reporting and compliance requirements set by the DOL/ETA, including notice of any changes instituted by the DOL/ETA throughout the life of the program.
- 6. Prepare and submit required quarterly financial and narrative progress reports to the DOL/ETA with data metrics provided by DWS. Reports are due:
 - i. May 16th
 - ii. August 15th
 - iii. November 15th
 - iv. February 15th
- 7. Create press releases, news blasts, and promotional materials for distribution regarding the program;
- 8. Distribute all promotional materials.
- 9. Cover any costs associated with the distribution of promotional materials.
- 10. Update DWS in writing of any change in Point of Contact:
 - i. Andy Excell, Program Coordinator
 - ii. Andrew Wilder, Bureau Chief.

IV. AMENDMENT

This agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties

V. EXECUTION OF DOCUMENTS

The parties agree to execute any documents necessary to implement the terms of this Agreement. Each party shall designate in writing an individual or individuals who have been authorized to execute all subsequent contracts, MOUs and related documents required to complete the work.

VI. INTEGRATION OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

VII. MATERIALS, EQUIPMENT, AND SUPPLIES

Administrative equipment and supplies provided or acquired by a party during the course of this Agreement shall remain the property of that party upon termination of this Agreement.

VIII. ASSIGNMENT

No party shall assign or transfer any interest in this Agreement or assign any claims for the money due or to become due under this Agreement without prior written approval of the other parties.

IX. MAINTENANCE OF RECORDS

The parties agree to retain records pertaining to this Agreement as required under the record retention requirements of the State Records Act and implementing rules. Retained records shall only be subject to inspection or audit as required by law.

The parties agree that each party shall be solely and independently responsible for any Inspection of Public Records Act (IPRA) requests that are made regarding records in their custody.

X. STRICT ACCOUNTABILITY OF FUNDS

The parties shall provide for strict accountability of funds issued pursuant to the broadband training program.

XI. RECORDS AND AUDITS

- A. Each party shall permit the authorized representatives of any other party, the DFA, or State Auditor to inspect and audit all data and records relating to this Agreement.
- B. The period of access and examination described above, for records which relate to litigation of the settlement of claims arising out of the performance of this Agreement shall continue until such appeals, litigation, or claims have been eliminated.

XII. LIABILITY

No party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

XIII. APPROPRIATIONS

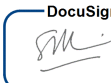
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and U.S. Department of Labor for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature and Department of Labor, this Agreement shall terminate upon written notice to the other Party.


XIV. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS THEREOF, the Parties have set their signatures hereto:

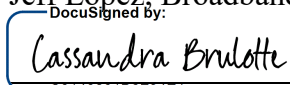
DEPARTMENT OF WORKFORCE SOLUTIONS

<p>DocuSigned by:  <small>BF676EBDDC07473...</small> <hr/> Sarita Nair, Cabinet Secretary</p>	<p><u>1/27/2026</u> <hr/> Date</p>
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<p>DocuSigned by:  <small>SAB76665AFBB40Z...</small> <hr/> Gregory Lauer, General Counsel Certifying legal sufficiency</p>	<p><u>1/27/2026</u> <hr/> Date</p>
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OFFICE OF BROADBAND ACCESS AND EXPANSION

<p>Signed by:  <small>9E75E32E1840434...</small> <hr/> Jeff Lopez, Broadband Director</p>	<p><u>1/27/2026</u> <hr/> Date</p>
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<p>DocuSigned by:  <small>C0140201B6F94E1...</small> <hr/> Cass Brulotte, General Counsel Certifying legal sufficiency</p>	<p><u>1/27/2026</u> <hr/> Date</p>
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