

# INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT**, #\_\_\_\_\_, is entered into by and between the **State of New Mexico Public Education Department (PED)**, hereinafter referred to as the "DEPARTMENT," and **Gadsden Independent School District (GISD)**, a public entity, hereinafter referred to as the "CONTRACTOR."

**WHEREAS**, the DEPARTMENT is the agency; and

**WHEREAS**, the DEPARTMENT desires to engage and the CONTRACTOR is willing to provide certain portions of the DEPARTMENT'S program.

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

## **I. Period of Agreement.**

This Agreement shall become effective when signed by both parties and shall terminate on June 30, 2016, unless terminated pursuant to Article VII, *infra*.

## **II. Statement of Work.**

The CONTRACTOR shall provide the program of services as set forth in the scope of work which is attached hereto as "**EXHIBIT A – STATEMENT OF WORK**" and incorporated herein by reference, unless amended or terminated pursuant to Article VII, *infra*. In consideration for the provision of those services, the DEPARTMENT agrees to purchase and the CONTRACTOR agrees to perform the services identified in the Statement of Work.

## **III. Limitation of Cost.**

The total amount of the monies payable to the CONTRACTOR under this Agreement shall not exceed **Fifty thousand one hundred thirty dollars and no cents, \$50,130.00**. The annual budget is attached hereto as "**EXHIBIT B – FINANCIAL INFORMATION SHEET**" and incorporated herein by reference.

## **IV. Payment.**

The DEPARTMENT shall make monthly payments to the CONTRACTOR for services and costs specified in "**EXHIBIT B.**" The CONTRACTOR shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the DEPARTMENT. Invoices must include the agreement number for which services have been rendered, the PED purchase order number and should be mailed to (**Title I Bureau Attn.: Louie Torrez 120 S. Federal Place, Santa Fe, NM 87501 louie.torrez@state.nm.us**). The CONTRACTOR'S failure to submit such payment vouchers, invoices and supporting documentation within fifteen days after they are due may result in the non-availability of funds

for payment and/or the denial of payment by the DEPARTMENT.

## **V. Return of Funds.**

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the CONTRACTOR to the DEPARTMENT.

## **VI. Appropriations.**

Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature.

## **VII. Termination of Agreement.**

The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

## **VIII. Funds Accountability.**

The parties shall provide for strict accountability of all monies made subject to this Agreement. The CONTRACTOR shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred to the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will include all monies made subject to this Agreement in the annual audit and will provide the DEPARTMENT with a copy of the annual audit.

## **IX. Maintenance of Records.**

The DEPARTMENT shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The CONTRACTOR shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three years.

## **X. Confidentiality.**

Any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the DEPARTMENT or as required by a court of competent jurisdiction.

## **XI. Amendments.**

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

## **XII. Assignment.**

The CONTRACTOR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the DEPARTMENT.

## **XIII. Applicable Law.**

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

## **XIV. Acquisition of Property.**

The parties agree that neither party shall acquire any property as the result of this Agreement.

## **XV. Liability.**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

## **XVI. Execution of Documents.**

The DEPARTMENT and the CONTRACTOR agree to execute any document(s) necessary to implement the terms of this Agreement.

## **XVII. Sub-Contracts.**

The CONTRACTOR shall be ultimately responsible for all items enumerated in the Statement of Work (Exhibit A) of this Agreement.

The CONTRACTOR shall seek advance approval from the DEPARTMENT of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

## **XVIII. Equal Opportunity Compliance.**

The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR

agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

### **XIX. Workers' Compensation.**

The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the DEPARTMENT.

### **XX. Lobbying Certification.**

The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**IN WITNESS WHEREOF**, the DEPARTMENT and the CONTRACTOR have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

**CONTRACTOR:**

**DEPARTMENT:**

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Hanna Skandera  
Secretary of Education**

\_\_\_\_\_  
**Printed Title of Authorized Signatory**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Agency's Legal Counsel -  
Certifying legal sufficiency**

**Date:** \_\_\_\_\_

## **EXHIBIT A - STATEMENT OF WORK**

### **Scope of work**

To identify and recruit migrant students in New Mexico and support recruitment in other areas as needed.

The work is performed through the region as assigned by the NMPED, and includes accurately documenting the facts of eligibility. Recruiter will assist in the monitoring of student academic progress and provide outreach to the families. In addition, recruiter will work with identified personnel in school districts to identify migrant students.

### **Deliverables**

- Conduct interviews accurately and skillfully in order to determine eligibility for the program.
- Travel throughout the assigned area in order to fulfill job duties
- Work flexible schedule, including evenings or weekends
- Understand all federal and state regulations pertaining to the identification and recruitment of migrant children.
- Will assist PED state director of migrant programs in the interpretation and creation of eligibility guidance for the state of New Mexico.
- Attend all recruiter meetings and other training sessions sponsored by GISD/NMPED office.
- Follow all procedures and practices contained in the New Mexico Plan for Identification and Recruitment and in any other directives issued by the State Migrant Education Office.
- Establish contacts and regular visits with agencies, businesses and sites that serve migrant families for the purpose of having them help refer potential eligible families. Among the agencies are health clinics, day care centers, adult education, ESL or amnesty classes, governmental agencies, farm worker unions, legal aid agencies, and churches. Among the businesses are laundromats, stores, movie theaters, restaurants, and shopping malls.
- Visit homes, work sites or other locations to interview parents or guardians to determine child eligibility for the Migrant Education Program.
- Record eligibility information for each eligible child on a Certificate of Eligibility.
- Serve as liaison among home, school, community and the GISD/NMPED office.
- Assist parents by providing information on supplementary programs provided by the school district and by the Migrant Education Program.
- Assist with the recruitment of parents for membership in the Parent Advisory Council (PAC) and for involvement in PAC activities.
- Maintain records as required.
- Perform other recruitment duties as assigned.

**EXHIBIT B**  
**FINANCIAL INFORMATION SHEET**

**CATEGORY**

**BUDGET AMOUNT**

Migrant Recruiter: 260 days: start July 1, 2015 – end June 30, 2016: <u>Salary:</u> 260 days x 8 hours x 14.42 hr = \$29,993.60 <u>Benefits:</u> 9,206. Primary duties: Identifying and recruiting eligible migrant children.	\$39,200
Gas/mileage: Mileage is paid if Title I vehicle is under repair. District mileage is paid at the rate of 32 cents per mile. Recruiter/Liaison is expected to attend trainings as provided by PED through the 2015-2016 school year. District Recruiter is assigned a Title I vehicle. Area of service is the geographical boundary of the Gadsden Independent School District. If requested by NM PED, recruitment outside the district may be designated by NMPED with prior Travel Request approved by Gadsden ISD Superintendent of Schools.	4,000
Training/Professional Development Per Diem rates average \$85 per day to cover meals and hotel costs. Recruiter/Liaison attends trainings/conferences as provided by PED through the SY 15-16 If requested by NM PED, ID&R outside the district may be allowed with required	2,500
Supplies/Materials Cell phone and office supplies	1,500
Vehicle Maintenance and Insurance	2,000
Subtotal	\$49,200
Indirect Cost @ 1.89%	930
<b>TOTAL BUDGET AMOUNT</b>	<b>\$50,130</b>

**Funding Source:**

PEDA3034GY15

\$50,130.00