

REQUEST FOR PROPOSALS
ISSUED BY THE STATE OF NEW MEXICO
YOUTH CONSERVATION CORPS COMMISSION

FOR PLANNING, DESIGN, MANAGEMENT, AND IMPLEMENTATION
OF
YOUTH CONSERVATION CORPS PROJECTS for
2027



Issuance: **July 7, 2026**

Proposals Due Date: **September 23, 2026 – 4pm MT**

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I. DEFINITION of TERMINOLOGY

A. "Sponsor" means any local unit of government, state agency, federal agency, nonprofit organization or federally recognized Native American tribe that receives YCC funds and manages or uses a subcontractor to manage a YCC project. (see Section IV, Eligible Sponsors, below).

B. "Corps Member" means an unemployed New Mexico resident between the ages of 14 and 25 who is hired to carry out a Youth Conservation Corps Project and who is not the child, sibling or spouse of the Sponsor's hiring officer or project supervisor.

C. "Project" means activities that can be completed in 26 weeks or less that otherwise would not be accomplished with existing funds and does not duplicate the routine services or functions of the Sponsor.

II. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

The Youth Conservation Corps (YCC) Act (NMSA 1978, Sections 9-5B-1 to -11 (1992) establishes that the YCC shall "provide a process to employ young persons in public projects that conserve New Mexico's natural resources and provide community benefits of lasting value." The State of New Mexico, Youth Conservation Corps (YCC) Commission (the Commission) seeks proposals from entities for original work Projects and a training curriculum that is designed, managed, and implemented by the Sponsor and conforms to the YCC Act, NMSA 1978, Sections 9-5B-1 to 9-5B-11 (1992). Projects shall employ New Mexico residents between the ages of 14 to 25 (Corps Members) in work that conserves and improves New Mexico's public resources to provide long-term public benefits as well as meaningful job training and career preparation. Applicants shall take into consideration the specialized needs of their community's youth and public resources when designing project proposals. Projects may not duplicate the applicant's routine services or function.

The Commission has set the award limit for each YCC proposal at \$225,000 for the 2027 calendar year. Applicants may submit up to **two** proposals in response to this RFP.

Sponsors who receive an award must be prepared to submit detailed reimbursement requests with documentation for all expenses and match contributions. See Compensation section in PSA and GSA Contracts in this RFP.

The Commission may award more than one contract as a result of this RFP. Any procurement which results from this RFP is valid up to eighteen months from date of issue of this RFP as indicated in Section XII, Contract Award and Duration, below.

III. PRE-PROPOSAL CONFERENCES (NON-MANDATORY)

The YCC will conduct two virtual non-mandatory pre-proposal conferences. The YCC highly recommends applicants attend one of the pre-proposal conferences, but does not require attendance to apply.

Conference dates:

DATES:

Online webinar 1, Wednesday July 22, 2026, from 10:00AM – 11:00AM. To register and join, click this link: <https://events.gcc.teams.microsoft.com/event/c8de4704-0d1b-4a42-9f47-b647635d46b7@04aa6bf4-d436-426f-bfa4-04b7a70e60ff>

Online webinar 2, Wednesday August 19, 2026, from 10:00AM – 11:00AM. To register and join, click this link: <https://events.gcc.teams.microsoft.com/event/d8e7e0cc-824c-42ce-94d2-96119aad1d30@04aa6bf4-d436-426f-bfa4-04b7a70e60ff>

The PPT from the webinars will be posted online at: <https://www.emnrd.nm.gov/about-ycc/yccrfp/>

IV. ELIGIBLE SPONSORS

This RFP is open to:

- A. local units of government including but not limited to counties, municipalities, villages, cities, towns, land grants, Soil and Water Conservation Districts (SWCDs), community acequia/ditch associations, school districts, public universities and colleges, and charter schools;
- B. state agencies;
- C. federal agencies operating within the state;
- D. federally recognized Native American tribes with a reservation within the boundaries of the state.
- E. Non-profit organizations as described in Section 501(c) of the United States Internal Revenue Code, and registered with the New Mexico Department of Justice, as required by the New Mexico Charitable Solicitations Act, NMSA 1978, Sections 57-22-1 to -e (1983 and as amended).

Applicants must be eligible to receive payment from the State of New Mexico Department of Finance and Administration, either through transfer payments or state purchase orders.

V. SCOPE OF WORK

A. General

Projects shall employ a minimum of five Corps Members in work that conserves and improves New Mexico's public resources to provide long-term public benefits as well as meaningful job training and career preparation. Applicants shall take into consideration the specialized needs of their community's youth and public resources when designing project proposals. Projects may not duplicate the applicant's routine services or function.

B. Permitted Activities

Projects must be consistent with the purposes of the New Mexico Youth Conservation Corps Commission program and may include, but need not be limited to, projects that protect, conserve, rehabilitate or increase resiliency of terrestrial and aquatic species, forests, refuges, rangelands and waters of the state; improve use and access to public parks, greenways, historic sites, libraries, museums, zoos; improve or enhance recreational areas and associated facilities; reinforce the "Keep New Mexico True" campaign; provide emergency assistance, disaster relief or recovery; improve disaster preparedness; increase energy efficiency; beautify, improve and restore urban areas; renovate community facilities; and provide or improve services for the elderly or indigent.

C. Project Requirements

In proposing the Project, applicants shall adhere to the following requirements common to all YCC projects.

1) Permissible Project Sites

a) Public Land

Projects may be planned and implemented on public lands, waters and structures within the state, or federally recognized tribal lands, waters and structures within the state. Project sites may be under the jurisdiction, owned or administered by the Sponsor; or accessible to the Sponsor in accordance with a written agreement between the Sponsor and the agency or entity that owns, administers or has jurisdiction over the public or tribal property.

b) Private land

Projects on private land must *primarily* benefit the public and provide only an *incidental* benefit to the private landowners.

Project sites may be owned or administered by the Sponsor; or are accessible to the Sponsor in accordance with a written agreement between the Sponsor and the nonprofit organization.

Sponsors must clearly demonstrate that projects on private land primarily benefit the public. Therefore, Sponsors who propose projects on private land shall also provide the following:

- i. Formal agreements with the private entity, such as a memorandum of understanding, that describe, demonstrate or otherwise support the public benefits of the Sponsor's project; AND a letter of support from a third party public entity, such as a Soil, Water and Conservation District (SWCD), the New Mexico Environment Department (NMED), the U.S. Department of Agriculture (USDA), the National Resources Conservation Service (NRCS), the Environmental Protection Agency (EPA) or another public entity with specialized knowledge on how the project provides a broad public benefit.
- ii. If the project is intended to provide services for indigent or sick New Mexicans, provide a description of the process used to identify these individuals.

2) Corps Member Management

a) Hiring

Sponsors shall plan to employ and manage the Corps members for the duration of the Project. Sponsors will be responsible for all expenses related to recruitment, selection, hiring, supervision, development, and dismissal of Corps Members; and comply with all applicable laws, regulations, rules, ordinances and requirements of local, state, and federal authorities, including but not limited to those pertaining to equal opportunity employment, workers compensation benefits, fair labor standards and child labor laws.

Corps Members shall meet and the Sponsor shall keep records of the following eligibility requirements at the time of hire:

- unemployed for any length of time at the time of hire;

- New Mexico resident consistent with 18.19.5 NMAC;
- ages 14 to 25 years at the time of hire;
- have a work permit if under the age of 16; and
- are not the children, siblings or spouse of the Sponsor's hiring officer or project supervisor.

b) Number of corps members

Sponsors shall employ and manage a minimum of five Corps Members **to work together as a group**. Larger groups may be split into smaller groups. Crews may be structured so that more experienced crew members serve in leadership, trainer or mentor positions, and are paid accordingly.

c) Corps member wages

All Corps Members shall be compensated, at a minimum, as provided by law following the state or municipality-established minimum wage. Sponsors may provide wage increases based on promotion, performance or additional responsibilities; and if there are sufficient funds in the budget to complete the project as planned.

d) Paid leave

The YCC will support the Sponsor's existing policy for holiday pay, sick pay and compassionate leave. Sponsors may not budget overtime pay into the cost proposal, but the Commission will consider reimbursement for overtime pay on a case-by-case basis. The Commission will not reimburse hazard pay.

e) YCC funding acknowledgement

Corps members must be easily recognized as YCC Members, regardless of the Sponsor's identity, by displaying the materials with the YCC logo that the Commission provides (shirts, hats, stickers etc.)

3) Training and Education Program.

Sponsors must design and plan to provide training and educational curriculum for Corps Members during the Project. YCC encourages a wide variety of trainings that increase awareness of the state's resources and career opportunities. Training hours shall comprise **10%** of the total hours budgeted for each Corps Member for the entire Project. Sponsors must include training in **at least two** of these categories:

Job skills. Skills and competencies directly related to the YCC Project.

Examples: project and job orientations; first aid/CPR; defensive driving; tool safety and handling; and on-the-job training.

Career skills. Trainings that help prepare Corps Members for employment after the YCC.

Examples: preparing a resumé; interview skills; how to conduct a job search; public speaking; how to identify and report sexual harassment; fire-fighting certification; other certifications; leadership; team-building; and career presentations by professionals.

Life skills. Trainings that help Corps Members navigate life challenges.

Examples: mental health first aid/awareness; conflict resolution; financial literacy; substance abuse topics; decision making; and reproductive health.

Agriculture/gardening. Trainings that focus on agricultural and gardening techniques and processes.

Examples: regenerative agriculture; livestock breeding and care; irrigation; water harvesting; composting; beekeeping; pollinator habitat; food handling certification; and crop harvesting and handling.

Conservation. Trainings that focus on natural resource processes and issues.

Examples: focused educational field trips to parks, forests and nature centers; restoration training; Leave No Trace ethics; flora and fauna seminars or workshops; conservation biology; wildlife management; forestry practices; climate dynamics; and ecology.

Cultural knowledge. Trainings that focus on community heritage, cultural traditions and knowledge.

Examples: traditional ways; conservation and preservation of cultural resources; educational field trips to cultural sites and history museums; oral history; adobe making; site stewardship.

Public Art: Trainings that focus on conceptualizing, designing, fabricating, and installing public art.

Examples: firing ceramics; welding; carpentry; ceramic tiling; field trips to public art installations; drafting; drawing; painting; consensus building.

Outdoor Literacy. Trainings that familiarize youth with outdoor environments and recreation in New Mexico.

Examples: docent or interpretive training; outdoors safety and preparation; orienteering; how to camp; bicycling techniques, safety and bike repair; water and boating safety; how to rig a raft or boat; how to read a river; fish anatomy and identification.

Further education. Training sessions that integrate the State of New Mexico. Public Education Department content standards for Corps Members or result in high-school or college credits; or a General Equivalency Diploma (GED).

Excluded: Escape rooms, amusement parks, golf courses, attendance at sports games or similar should not be included in the training curriculum, and will not be reimbursed.

To help develop the training curriculum, YCC has posted two lists on <https://www.emnrd.nm.gov/about-ycc/yccrfp/>:

“YCC Training Sessions” lists all trainings Sponsors have provided over the past few years.

“Field Trip Sites” is a list of natural, cultural, agricultural, and recreational sites across the state.

4) Project Length

Projects must be completed in 26 weeks or less. The project starts when the first Corps Member is hired and ends 26 weeks later. All Corps members shall be released from employment at the end of 26 weeks.

5) Budget allocation

Wages, unemployment insurance and workers' compensation insurance for corps members shall account for a minimum of 70% of the total funds requested; the remaining 30% may be used for other costs that support the project.

Sponsors must develop a detailed budget that supports the project description as part of the proposal. YCC provides a Cost Response workbook for this purpose.

6) Budget Match

Sponsors shall be prepared to match a minimum of 10% of total funds requested with in-kind or cash contributions. The match may be cash, supplies, equipment, materials, staff administration, training or supervisory time; volunteer hours, or training provided by the Sponsor. Match contributions and funds may come from any source but must support program objectives.

7) Required Insurance

Sponsors shall be prepared to provide adequate insurance coverage for any liability arising out of program activities for the duration of the program. See Section 31 of Appendix A.1, Professional Services Agreement.

D. Prohibited Activities

The following activities are prohibited in the conduct of any YCC Project: (Youth Conservation Corps Act, NMSA 1978, Sections 9-5B-1 to -11 (1992) and N.M. Const. Art. IX, § 14):

1) Displace or partially displace existing employees.

Corps members shall not replace or reduce the hours or benefits of a seasonal employee normally hired by the Sponsor;

2) Hazardous waste.

Corps members may not participate in the removal or clean up of any toxic or hazardous waste or toxic or hazardous waste site.

3) Routine maintenance, janitorial or clerical services.

Consistent with the requirement that projects may not duplicate the Sponsor's routine services or function, Corps members may not be assigned to routine janitorial, maintenance or clerical activities on work projects, except to prepare for or clean up a project.

4) Improving structures on privately owned property.

Corps members shall not construct, repair or perform maintenance on permanent structures on private property.

E. Project Reporting Requirements

Sponsors who receive an award must be prepared to submit detailed reimbursement requests with documentation for all expenses and match contributions. Required documentation includes Corps Member paystubs or direct deposit payroll summary; invoices or receipts; and proofs of payment or proof of services.

Sponsors shall enter Corps Member information and project status reports into the YCC Project tracking database and update project status in the internal database.

Sponsors shall also submit a reimbursement request for all expenses up to June 30 by July 15 to conform with the end of the state's fiscal year.

YCC staff provide administrative training, a step-by-step manual, on-demand technical support and budget tracking tools.

VI. PROPOSAL FORMAT and CONTENTS

For each proposal, applicants must download and complete the "YCC Proposal Response 2027" (Word or PDF format) AND the "YCC Cost Response 2027" located on <https://www.emnrd.nm.gov/about-ycc/yccrfp/>. Applicants may submit up to two proposals in response to this RFP but submit only one proposal per email.

Applicants shall organize each Proposal in two electronic files as described below:

A. File One (Proposal Response)

This file shall contain a completed "YCC Proposal Response 2027" file with all relevant documents (e.g., maps, photos, site plans, permits, resumés) inserted into the proposal as additional pages. Name this file "YCC Proposal Response 2027 <Applicant Name>".

B. File Two (Cost Response)

This file shall contain the completed Cost Response Forms 2027 file and supporting documentation, such as a Negotiated Indirect Cost Rate Agreement, as needed. Name this file "YCC Cost Response 2027 <Applicant Name>".

A "YCC Budget Development Worksheet" is available on <https://www.emnrd.nm.gov/about-ycc/yccrfp/> that may help applicants determine and prepare the Cost Response portion of the proposal. Do not submit this worksheet with the proposal.

C. General guidelines:

- Applicants shall not insert documents as "clickable links"
- All maps, permission letters, resumes and other materials must be inserted into the body of the proposal.
- Do not re-arrange the order of the YCC Application.
- Do not alter the proposal other than to provide requested information.
- Do not include information not requested, such as photos of previous years' projects.

VII. SUBMISSION INSTRUCTIONS

Applicants shall submit completed proposals as two file attachments in one e-mail addressed to david.chene@emnrd.nm.gov, with the subject line "YCC PROPOSAL - APPLICANT NAME". Applicants shall submit only one proposal per e-mail. Proposals must be received NO LATER THAN 4 p.m. MT on September 23, 2026. The YCC is not responsible for issues such as transmittal times or internet connectivity and encourages applicants to send proposals early.

Files larger than 20MB and zip files will not be accepted by YCC's email system.

NO LATE PROPOSALS CAN OR WILL BE ACCEPTED AND YCC SHALL MAKE ABSOLUTELY NO EXCEPTIONS FOR PROPOSALS NOT RECEIVED BY THE DESIGNATED TIME.

Please remove or redact Personally Identifiable Information (PII) from all application materials. This primarily refers to PII that may be included on resumes.

Any proposal that does not adhere to the format and requirements as described in Sections V-VI may be deemed non-responsive and rejected on that basis.

VIII. CONTACT PERSON AND DUE DATES

A. Contact Person:

Any inquiries or requests regarding this RFP must be submitted in writing to the YCC Contact Person listed below. Applicants may contact ONLY the Contact Person regarding this RFP. Other state employees or Evaluation Committee members do not have authority to respond on YCC's behalf. The contact person for this RFP is:

David Chené, Executive Director
Youth Conservation Corps
1220 South St. Francis Dr
Santa Fe, New Mexico 87505
Email: david.chene@emnrd.nm.gov
Telephone: (505) 470.3710

B. Deadlines for Written Questions

Applicants may submit written questions to the contact person as to the intent or clarity of this RFP until 5 p.m. MT, September 3, 2026. All written questions must be addressed to the Contact Person as indicated above. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

Questions asked in the chat function during the pre-proposal conferences and responses to any written questions will be posted on the YCC website at <https://www.emnrd.nm.gov/about-ycc/yccrfp/>, by September 9, 2026.

C. Proposal Due Date

Applicants shall submit their proposals electronically to David Chené at the above email address no later than 4 p.m. MT September 23, 2026. Proposals must be submitted in the format specified above in Section VI, *Proposal Format, and Contents*. Proposals must be received by the stated date and time to be considered. YCC shall not accept proposals received after this date and shall make absolutely no exceptions for proposals not received by the appointed time.

D. Protest Period

Pursuant to NMSA 1978, Section 13-1-172 and applicable procurement rules, applicants who are not selected have the right to timely protest the procurement. Protests must be written and shall include: the name and address of the protestor and the name of the procurement being protested; a statement of the grounds for protest including appropriate supporting exhibits; and the ruling requested from the Commission. The protest period begins on the day after notice of selection/non-selection and ends at 5 p.m. 15 days later. Protests must be delivered to Miguel Gallegos, Chief Procurement Officer, Energy, Minerals and Natural Resources

Department, 1220 S. St. Francis Drive, Santa Fe, NM 87505, email miguel.gallegos@emnrd.nm.gov.

IX. SEQUENCE OF EVENTS

Action	Responsible Party	Due Dates
1. Issue RFP	YCC	July 7 2026
2a. Pre-proposal conference 1-online (Usually 1 HR)	YCC	July 22, 2026, from 10:00AM – 11:00AM
2b. Pre-proposal conference 2-online (Usually 1 HR)	YCC	August 19, 2026, from 10:00 – 11:00AM
3. Deadline to submit Written Questions	Potential Offerors	September 3rd, 2026, by 5:00pm MT
4. Response to Written Questions	Contact Person	September 9, 2026
5. Submission of Proposal	Offerors	4 p.m. MT September 23, 2026
6.* Proposal Evaluations	Evaluation Committee	September 25 -November 13, 2026
7.* Selection of Finalists	Evaluation Committee	November 6-12, 2026
8.* YCC Commission Review and Approval of Funding for Finalists	YCC Commission	Between November 16 – December 4, 2026
9. Notification of Funding	YCC	Between December 7 – 18 2026
10.* Protest Deadline	YCC	+ 15 days
11.* Finalize Contracts with Awardees	YCC Staff / EMNRD / NMDOJ / Awardees	+ 1 to 180 days in order of Project start dates

* Dates indicated in events 6 through 11 are estimates only and may change without notice or an amendment to this RFP.

X. CRITERIA AND EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with each factor corresponding to an item in the YCC Proposal Response 2027 or the YCC Cost Response 2027. **A FAIL in any PASS/FAIL category will result in the proposal being disqualified.**

Criteria	Points Available
NON-PROFIT SPONSORS: Non-profit Sponsors must provide the documents listed below in the YCC Proposal Response 2027. Failure to do so will result in the proposal being disqualified.	
YCC Proposal Response 2027	
b. i. 501(c) authorization letter from the Internal Revenue Service	PASS/FAIL
b. ii. Registration with NM Dept of Justice OR Letter of Exemption from the NM Dept of Justice	PASS/FAIL
b. iii. Campaign Contribution Disclosure Form	PASS/FAIL
b. iv. Statement of Assurances form	PASS/FAIL
ALL SPONSORS: All Sponsors must complete and submit the following items.	
YCC Cost response 2027	
Corps Wages are at least 70% of funding requested	PASS/FAIL
Maximum amount of funding requested is \$225,000.00.	PASS/FAIL
Sponsor Contribution at least 10% of funding requested	PASS/FAIL
YCC Proposal Response 2027	
a. Letter of Transmittal Form	PASS/FAIL
d. Organizational Experience: Description	10
e. List of Key Personnel & Resumés	10
f. Project Overview	PASS/FAIL
g. Recruitment and Hiring	10
h. Project Summary	15
i. Safety Protocol	15
j. Work Plans	20
k. Alternative Work Plans and Activities	5
l. Training and Education Curriculum	15
TOTAL AVAILABLE POINTS:	100

XI. EVALUATION and AWARD PROCESS

The evaluation process will follow the steps listed below:

- The YCC will appoint an Evaluation Committee (EC) to evaluate proposals before this RFP closes.
- YCC staff will document the receipt of competitive sealed proposals and screen for PASS/FAIL criteria. Proposals that receive a FAIL for any factor will be disqualified and will not receive any further evaluation.
- YCC will distribute proposals to Evaluation Committee members, and provide training to Evaluation Committee members regarding confidentiality, conflicts of interest and scoring guidelines.
- Evaluation Committee members that have a conflict of interest with any proposal shall notify the YCC and will be reassigned another proposal.
- The Evaluation Committee will review proposals for compliance with the mandatory requirements stated within this RFP, and score each proposal based on its merits.
- The highest scoring applications may be recommended for funding.
- The Contact Person, as identified in Section VIII, may contact applicants for clarification of proposals, and may also contact legal counsel to clarify the legal sufficiency of projects.
- The Contact Person will prepare an Evaluation Committee Report that documents the Evaluation Committee's scores and finalist recommendations.
- The Commission shall review and discuss the Evaluation Committee Report in an executive session of a public Commission meeting, and vote on the level of funding for each proposal during an open session of the meeting.
- The Commission may deviate from the recommendations of the Evaluation Committee Report with justification.
- The Commission may award successful applicants funding up to \$225,000 per project and shall distribute funding equitably between urban and rural areas and to under-resourced populations.
 - The Commission may reduce an award from the amount requested in the proposal, provided the reduced funding does not jeopardize the viability of the Project to proceed at the reduced funding level.
 - The Commission may also reduce an award from the amount requested in the proposal if the Project budget contains costs considered ineligible under this program or contrary to state statutes (such as capital improvements on private land).
 - The Commission reserves the right to withdraw the funding award if the successful Sponsor fails to respond in a timely manner to YCC.

XII. CONTRACT AWARD, TERMS and DURATION

A. Award

The Commission may award a contract(s) under the terms of the attached draft Professional Services Agreement (PSA) (APPENDIX A.1), for nonprofits, or Governmental Services

Agreement (GSA) (APPENDIX A.2), for governmental entities, and in accordance with this RFP.

B. Terms

Contract(s) between YCC and a Sponsor will contain the terms and conditions set forth in the draft Professional Services Agreement (PSA, Appendix A.1) or draft Governmental Services Agreement (GSA, Appendix A.2).

The terms and conditions set forth in the draft Agreement may be negotiated during the RFP process. The RFP process is deemed to be in effect until the contract is awarded pursuant to this RFP. Should a Sponsor object to any of the terms and conditions as set forth in the RFP draft Agreement (APPENDIX A), the Sponsor shall propose alternative language in the proposal and provide a brief discussion of the purpose and impact of each proposed change. The YCC may or may not accept the alternative language.

C. Negotiated Contract Terms

Failure to propose alternate terms and conditions of the contract templates (Appendix A.1. or A.2.) during the RFP process (YCC Proposal Response 2027, Section C) is an **explicit agreement** by the Sponsor that the contractual terms and conditions contained herein are **accepted** by the Sponsor.

D. Duration

Any PSA awarded as a result of this RFP shall not be binding until approved by the General Services Department, State Purchasing Division, Contracts Review Bureau. The contract period shall extend from the date of contract approval by the Contracts Review Bureau, and shall last no longer than eighteen months, including amendments. Any GSA awarded as a result of this RFP shall not be binding until approved by the YCC and funds for the GSA have been encumbered by the Department of Finance and Administration. Any GSA shall last no longer than eighteen months, including amendments.

XIII. NOTICES

Award of agreements is contingent upon sufficient appropriations and authorization being made by the State of New Mexico.

If applicable, Sponsors must factor in Gross Receipts Tax (GRT) or Governmental Gross Receipts Tax (GGRT) costs as part of their responses. Any response that does not clearly indicate GRT or GGRT in the budget may be deemed non-responsive and rejected.

The Commission may cancel this RFP and reject all proposals when it is in the State of New Mexico's best interests.

YCC may initiate discussions with Sponsors who submit proposals for the purpose of clarifying aspects of the proposals but may also accept and evaluate proposals without such discussions.

Sponsors shall be prepared to review and sign documents related to this award via [DocuSign](#), electronic document management software. **No exceptions will be made.**

YCC will withdraw award offers if Sponsors do not take action within 90 days of notification.

YCC may cancel contracts for Sponsors who do not take action on the contract within 45 days of first receipt.

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

STATE OF NEW MEXICO
YOUTH CONSERVATION CORPS PROFESSIONAL SERVICES AGREEMENT (AGREEMENT)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Youth Conservation Corps Commission (Commission) and «Offeror_Name» (Sponsor) and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**

"Sponsor" means any local unit of government, state agency, federal agency, nonprofit organization or federally recognized Native American tribe that receives YCC funds and manages or uses a subcontractor to manage a YCC project.

"Corps Member" means an unemployed New Mexico resident between the ages of 14 and 25 who is hired to carry out a Youth Conservation Corps Project and who is not the child, sibling or spouse of the Sponsor's hiring officer or project supervisor.

"Project" means activities that can be completed in 26 weeks or less that otherwise would not be accomplished with existing funds and does not duplicate the routine services or functions of the Sponsor.

2. **Scope of Work.**

The Sponsor shall perform the following work:

- A. Establish and manage a Youth Conservation Corps Project (the Project) in accordance with the New Mexico Youth Conservation Corps Act and the Project proposal approved by the Commission attached hereto and incorporated by reference as Attachment 1.

3. **Project Requirements.**

In carrying out the Scope of Work described in Attachment 1, Sponsor shall adhere to the following requirements common to all YCC projects:

A. Corps Member Management

- 1) Hiring: Sponsors shall plan to employ and manage the Corps members for the duration of the Project. Sponsors will be responsible for all expenses related to recruitment, selection, hiring, supervision, development, and dismissal of Corps Members; and comply with all applicable laws, regulations, rules, ordinances and requirements of local, state, and federal authorities, including but not limited to those pertaining to equal opportunity employment, workers compensation benefits, fair labor standards and child labor laws.
 - a) Corps Members shall meet and the Sponsor shall keep records of the following eligibility requirements at the time of hire:
 - i. unemployed for any length of time at the time of hire;
 - ii. New Mexico resident consistent with 18.19.5 NMAC;
 - iii. aged 14 to 25 years at the time of hire;
 - iv. have a work permit if under the age of 16; and
 - v. are not the children, siblings or spouse of the Sponsor's hiring officer or project supervisor.
- 2) Number of corps members: Sponsors shall employ and manage a minimum of five

Corps Members to **work together as a group**. Larger groups may be split into smaller groups. Crews may be structured so that more experienced crew members serve in leadership, trainer or mentor positions, and are paid accordingly.

- 3) Corps member wages: All Corps Members shall be compensated, at a minimum, as provided by law following the state or municipality-established minimum wage. Sponsors may provide wage increases based on promotion, performance or additional responsibilities; and if there are sufficient funds in the budget to complete the project as planned.
- 4) Paid leave: The YCC will support the Sponsor's existing policy for holiday pay, sick pay and compassionate leave. Sponsors may not budget overtime pay into the cost proposal, but the Commission will consider reimbursement for overtime pay on a case-by-case basis. The Commission will not reimburse hazard pay.
- 5) YCC funding acknowledgement: Corps members must be easily recognized as YCC Members, regardless of the Sponsor's identity, by displaying the materials with the YCC logo that the Commission provides (shirts, hats, stickers etc.)
- 6) Training and Education Program: Sponsors must design and plan to provide a training and educational curriculum for Corps Members during the Project. Training hours shall comprise **10%** of the total hours budgeted for each Corps member for the entire Project.

B. Project Length

Projects must be completed in 26 weeks or less. The project starts when the first Corps Member is hired and ends 26 weeks later. All Corps members shall be released from employment at the end of 26 weeks.

C. Budget allocation

Wages, unemployment insurance and workers' compensation insurance for corps members shall account for a minimum of 70% of the total funds requested; the remaining 30% may be used for other costs that support the project.

Sponsors must develop a detailed budget that supports the project description as part of the proposal. YCC provides a Cost Response workbook for this purpose.

D. Budget Match

Sponsors shall be prepared to match a minimum of 10% of total funds requested with in-kind or cash contributions. The match may be cash, supplies, equipment, materials, staff administrative, training or supervisory time; volunteer hours, or training provided by the Sponsor. Match contributions and funds may come from any source but must support Program objectives.

E. Required Insurance

Sponsors shall be prepared to provide adequate insurance coverage for any liability arising out of program activities for the duration of the program. See Section 31 of Appendix A.1.

F. Prohibited Activities

The following activities are prohibited in the conduct of any YCC Project: (Youth Conservation Corps Act, NMSA 1978, Sections 9-5B-1 to -11 (1992) and N.M. Const. Art. IX, § 14):

1. Displace or partially displace existing employees.
 - i. Corps members shall not replace or reduce the hours or benefits of a seasonal employee normally hired by the Sponsor;
2. Hazardous waste.
 - i. Corps members may not participate in the removal or clean up of any toxic or hazardous waste or toxic or hazardous waste site.
3. Routine maintenance, janitorial or clerical services.
 - i. Consistent with the requirement that projects may not duplicate the Sponsor's routine services or function, Corps members may not be assigned to routine janitorial, maintenance or clerical activities on work projects, except to prepare for or clean up a project.
4. Improving structures on privately owned property
 - i. Corps members shall not construct, repair or perform maintenance on permanent structures on private property.

G. **Project Reporting Requirements**

1. Sponsors who receive an award must be prepared to submit detailed reimbursement requests with documentation for all expenses and match contributions. Required documentation includes Corps Member paystubs or direct deposit advice; invoices or receipts; and proofs of payment or proof of services.
2. Sponsors shall enter Corps Member information and project status reports into the YCC Project tracking database and send two photographs with each request for reimbursement.
3. Sponsors shall also submit a reimbursement request for all expenses up to June 30 by July 15 to conform with the end of the state's fiscal year.
4. YCC staff provide administrative training, a step-by-step manual, on-demand technical support and budget tracking tools.

4. **Modifications to the Scope of Work.**

- A. YCC may authorize non-substantive changes to the Project as defined below without a written amendment to this Agreement. Sponsor must submit a written request for such changes, with justification, to the YCC Executive Director for approval. Non-substantive changes include:
- 1) Transfer of funds from the "Other Costs" line item into "Corps Member wages" line item);
 - 2) Increases or decreases in the number of Corps Members hired, provided the required minimum of five Corps Members is met;
 - 3) Increases in the starting hourly wage for Corps Member to comply with increases in minimum wage rates or to enhance recruitment in areas where the prevailing wages are high;
 - 4) Implementing alternative work plans or emergency response plans as described in Attachment 1;

- 5) Replacing or adding a work plan to the Project with a similar work plan due to unforeseen circumstances or a beneficial opportunity for Corps Members' career development;
- 6) Change in the location of a work site due to unforeseen circumstances, such as forest closures;
- 7) Changes in the amounts or nature of materials and supplies purchased or contributed, provided the changes support Project objectives as outlined in Attachment 1;
- 8) Changes in the training program due to unforeseen circumstances or a beneficial opportunity, provided Sponsor delivers at least the same number of training hours specified in Attachment 1; and
- 9) Changes in Sponsor contribution amounts, provided the total amount contributed is 10% of the total funds requested.

B. Substantive changes that shall require an amendment to this Agreement include:

- 1) Any decreases to the Project's budget for Corp. Member wages that result in less than 70% of requested funds, as required under Paragraph 3(C) of this Agreement;
- 2) Changes in the essential nature of the Project objectives;
- 3) An increase in the contract amount; or
- 4) A term extension.

5. **Compensation.**

A. YCC shall pay the Sponsor for services satisfactorily performed pursuant to the Scope of Work described in the Project proposal. The total amount payable to Sponsor under this Agreement shall not exceed «Amount_in_Words_Value» (\$«Amount_Funded»), which amount includes New Mexico gross receipts taxes. This amount is a maximum and not a guarantee that the work assigned to be performed by Sponsor under this Agreement shall equal the amount stated herein. The parties do not intend for the Sponsor to continue to provide services without compensation when the total compensation amount is reached. Sponsor is responsible for notifying the YCC when the services provided under this Agreement reach the total compensation amount. In no event will the Sponsor be paid for services provided in excess of the total compensation amount without a written amendment to this Agreement as provided in Paragraph 15.

Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties.

Sponsor is responsible for paying New Mexico gross receipts taxes levied on amounts payable under this Agreement.

Sponsor shall submit a request for reimbursement (Request) approximately every four weeks, consistent with Sponsor's pay periods. Requests shall include documentation, including proof of payment, for all expenses incurred and match contributions. Wage amounts charged shall be supported by copies of pay advices, paystubs or cancelled paychecks and, if requested, timesheets. All Corps Members shall be entered into YCC's project tracking database

(<https://wwwapps.emnrd.nm.gov/YCC/YCCPTS/PT/Default.aspx>) before their wages may be reimbursed. Sponsor shall enter a Project status report into YCC's project tracking database and provide a minimum of two digital photos.

- 1) YCC staff shall promptly review requests, and upon approval, shall request payment of the Sponsor's invoice through the State's financial software. Payment from the State is usually tendered to the Sponsor within 30 days after the date YCC first enters it in the system.
- 2) If YCC staff finds that the request is not acceptable, they shall provide, within 15 days after the date of the receipt of the Sponsor's Request, a detailed written explanation of the defect or objection to the Request and steps the Sponsor may take to provide corrective action.
- 3) If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. YCC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
- 4) YCC staff shall not process the final Request until Sponsor satisfies the approved contribution amount in Attachment 1, or a pro-rated amount based on 10% of funds requested.
- 5) All invoices MUST BE received by the YCC no later than 15 days after the termination of the fiscal year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

6. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate one year from date of Contracts Review Bureau approval unless terminated pursuant to Paragraph 7, Termination, or Paragraph 8, Appropriations. In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

7. **Termination.**

A. YCC:

- 1) May terminate this Agreement for convenience or cause by giving written notice to Sponsor at least thirty (30) days prior to the intended date of termination, except that YCC may terminate this Agreement immediately by giving written notice to Sponsor in the event (i) Sponsor becomes unable to perform the services contracted for as determined by the sole discretion of YCC ; (ii) during the term of this Agreement, Sponsor is suspended or debarred by the State Purchasing Agent; (iii) this Agreement is terminated pursuant to Paragraph 8, "Appropriations", of this Agreement; or (iv) this Agreement is terminated pursuant to Paragraph 14, "Conflict of Interest; Governmental Conduct Act".
- 2) Except as otherwise expressly allowed or provided under this Agreement, YCC's sole liability upon termination shall be to pay for acceptable work performed prior to Sponsor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE YCC'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE SPONSOR'S DEFAULT/BREACH OF THIS AGREEMENT.***

B. Sponsor:

- 1) Sponsor may terminate this Agreement only based upon YCC's uncured, material breach of this Agreement.
 - 2) The Sponsor shall give YCC written notice of termination at least 30 days prior to the intended date of termination, which notice shall (i) identify YCC's alleged material breaches of this Agreement upon which the termination is based and (ii) state what YCC must do to cure such material breaches. The Sponsor's notice of termination shall only be effective if (i) YCC does not cure all material breaches within the 30 day notice period or (ii) in the case of material breaches that cannot be cured within 30 days, YCC does not, within the 30 day notice period, notify the Sponsor of YCC's intent to cure and begin with due diligence to cure the material breach.
- C. Termination Management. Immediately upon receipt by either YCC or the Sponsor of notice of termination of this Agreement, Sponsor shall:
- 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of YCC;
 - 2) comply with all directives issued by YCC in the notice of termination as to the performance of work under this Agreement; and
 - 3) take such action as YCC directs for the protection, preservation, retention or transfer of all property titled to YCC and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by Sponsor with contract funds shall become property of YCC upon termination and shall be submitted to YCC as soon as practicable.

8. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by YCC to the Sponsor. YCC's decision as to whether sufficient appropriations are available shall be accepted by the Sponsor and shall be final. If YCC proposes an amendment to the Agreement to unilaterally reduce funding, the Sponsor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

9. **Status of Sponsor.**

Sponsor and its subcontractors, agents and employees are independent contractors performing professional services for the YCC and are not employees of the State of New Mexico or the YCC. Sponsor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Sponsor acknowledges that all sums received hereunder are reportable by Sponsor for tax purposes, including without limitation, self-employment and business income tax. Sponsor agrees not to purport to bind the State of New Mexico unless the Sponsor has express written authority to do so, and then only within the strict limits of that authority.

10. **Assignment.**

Sponsor 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 YCC.

11. **Subcontracting.**

Sponsor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the YCC. No such subcontract shall relieve the primary Sponsor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from YCC.

12. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of YCC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. **Confidentiality.**

Any confidential information provided to or developed by Sponsor in the performance of this Agreement shall be kept confidential by Sponsor and shall not be made available to any individual or organization by Sponsor without the prior written approval of the YCC.

14. **Conflict of Interest; Governmental Conduct Act.**

A. Sponsor represents and warrants that Sponsor presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required under the Agreement.

B. Sponsor further represents and warrants that Sponsor has complied with and, during the term of this Agreement, will continue to comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18. Sponsor represents and warrants that:

- 1) in accordance with NMSA 1978, Section 10-16-4.3, the Sponsor does not employ, has not employed, and will not employ during the term of this Agreement any YCC employee while such employee was or is employed by the YCC and participating directly or indirectly in the YCC's contracting process;
- 2) this Agreement complies with NMSA 1978, Section 10-16-7(A) because (i) the Sponsor is not a public officer or employee of the State; (ii) the Sponsor is not a member of the family of a public officer or employee of the State; (iii) the Sponsor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Sponsor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, Section 10-16-8(A), (i) Sponsor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) Sponsor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the YCC's making this Agreement;
- 4) this Agreement complies with NMSA 1978, Section 10-16-9(A) because (i) the Sponsor is not a legislator; (ii) Sponsor is not a member of a legislator's family; (iii) Sponsor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if Sponsor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest,

disclosure has been made as required by NMSA 1978, Section 10-16-9(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

- 5) in accordance with NMSA 1978, Section 10-16-13, Sponsor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 6) in accordance with NMSA 1978, Section 10-16-3(D), Sponsor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of YCC.

C. Sponsor's representations and warranties in Paragraphs A and B of this Paragraph 14 are material representations of fact upon which YCC relied when this Agreement was entered into by the parties. Sponsor shall provide immediate written notice to YCC if, at any time during the term of this Agreement, Sponsor learns that Sponsor's representations and warranties in Paragraphs A and B of this Paragraph 14 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Sponsor's representations and warranties in Paragraphs A and B of this Paragraph 14 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to YCC and notwithstanding anything in the Agreement to the contrary, YCC may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Paragraph 14.

15. **Amendment.**

This Agreement shall not be altered, changed or amended except by written instrument executed by the parties hereto and all other required signatories.

16. **Merger.**

This Agreement incorporates all 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 agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. **Penalties for violation of law.**

The Procurement Code, NMSA 1978 Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. **Equal Opportunity Compliance.**

Sponsor 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, Sponsor assures 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, spousal affiliation, 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 Sponsor is found not to be in compliance with these requirements during the life of this Agreement, Sponsor agrees to take appropriate steps to correct these deficiencies.

19. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Sponsor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. **Records and Financial Audit.**

Sponsor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of six years from the date of final payment under this Agreement. The records shall be subject to inspection by YCC and the State Auditor. YCC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of YCC to recover excessive or illegal payments. In YCC's or the State Auditor's, sole discretion, the periods of inspection and audit may be extended for records which relate to litigation or settlement of claims arising out of performance of this Agreement and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

21. **Indemnification.**

Sponsor shall defend, indemnify and hold harmless the YCC, its officers, commissioners, employees, agents and representatives, and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, including any action, proceeding, claim, demand, cost, damage, attorney's fee, or other liability or expense caused by the negligent act or failure to act of Sponsor, or its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of Sponsor resulting in injury or damage to persons or property during the time when Sponsor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by Sponsor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Sponsor, the Sponsor shall, as soon as practicable but no later than two days after it receives notice thereof, notify the legal counsel of the YCC and the Risk Management Division of the New Mexico General Services Department by certified mail. Nothing in this Agreement shall be deemed to be a waiver by the YCC or the State of New Mexico of the provisions of the Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*

22. **New Mexico Employees Health Coverage.**

A. If Sponsor has, or grows to, six or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six-month period during the term of this Agreement, Sponsor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Sponsor and the State exceed \$250,000 dollars.

B. Sponsor agrees to maintain a record of the number of employees who have (1) accepted health insurance; (2) declined health insurance due to other health insurance coverage already in place; or (3) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Sponsor agrees to advise all employees of the availability of State publicly financed health care coverage.

23. **Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. **Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by email, by courier service or by U.S. mail – either first class or certified, return receipt requested, postage prepaid – as follows:

To YCC:

David Chene, YCC Executive Director
1220 South St. Francis Dr.
Santa Fe, NM 87505
david.chene@emnrd.nm.gov

To the Sponsor:

«Contract_Contact_Name»
«Offeror_Name»
«Street_Address»
«City» «State» «Zip»
«Contract_Contact»

To NM Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

26. **Authority.**

If Sponsor is other than a natural person, the individual(s) signing this Agreement on behalf of Sponsor represents and warrants that such individual has the power and authority to bind Sponsor, and that no further action, resolution, or approval from Sponsor is necessary to enter into a binding agreement.

27. **Acknowledgement.**

The Sponsor shall acknowledge YCC as a co-sponsor and funding source in news releases, programs, proceedings, and related publicity/publications for the Project. YCC will provide the Sponsor with work shirts, stickers, and electronic copies of the logo for this purpose.

28. **Attorneys' Fees and Costs.**

The Sponsor agrees that if Sponsor is found by a court of competent jurisdiction to have breached this Agreement, or any amendment hereto, or to have committed any tortious act relating to this Agreement, YCC shall be entitled to recover from the Sponsor reasonable attorneys' fees and costs for pre-litigation research, investigation, and preparation, litigation brought to obtain such judicial determination, any appeal of such determination, and to collect any judgment.

29. **Compliance with Funding Source Conditions.**

The Sponsor shall comply with all applicable state and federal statutes and rules or regulations imposed as a consequence of receiving funding pursuant to this Agreement.

30. **Photo Release.**

All photos provided by the Sponsor will become the property of the YCC. Photos may be used in all forms of media including composites or modified representations for all purposes, including advertising, trade, or any promotional purpose throughout the world and in perpetuity. Sponsors shall ensure all individuals depicted in photos have signed a photo release form and release the YCC, its officers, commissioners, employees, agents, and representatives from any claims that may arise regarding the use of images, including but not limited to, claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright. A sample photo release form is provided by the YCC in Attachment 2.

31. **Insurance.**

A. The Sponsor certifies that, by signing this Agreement, it will establish and maintain during this Agreement's term, the following policy or policies of insurance providing:

- 1) Workers' Compensation protection that complies with the requirements of the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 *et seq.*, if applicable. Employer's liability: \$100,000.00. If the Sponsor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, YCC may terminate this Agreement.
- 2) Comprehensive general liability protection (including endorsements providing broad form property damage, personal injury coverage, and contractual assumption of liability for all liability Sponsor has assumed under this Agreement or any amendment thereto), pursuant to NMSA 1978, Section 41-4-19, as may be amended from time to time. Limits shall not be less than the following:
 - a. bodily injury: \$1,000,000.00 per person/\$1,000,000.00 per occurrence;
 - b. property damage or combined single limit coverage: \$1,000,000.00;
 - c. automobile liability (including non-owned automobile coverage): \$1,000,000.00; and
 - d. umbrella: \$1,000,000.00.

B. Sponsor shall provide YCC with a copy of the comprehensive liability insurance certificate no later than 15 days after this Agreement's effective date. Sponsor shall maintain continuous coverage for the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Sponsor shall notify YCC 30 days before cancellation or expiration of any required Workers' Compensation coverage or comprehensive liability insurance.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

STATE OF NEW MEXICO, YOUTH CONSERVATION CORPS COMMISSION

Administratively Attached to STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By:

Date:

Cabinet Secretary or Designee

Signed on behalf of the Youth Conservation Corps Commission pursuant to NMSA 1978, Section 9-5B-10

By:

Date:

Legal Counsel - Certifying legal sufficiency

By:

Date:

Chief Financial Officer

«Offeror_Name»

By:

Date:

Authorized Representative Signature

Printed Name and Title

This Agreement has been approved by the GSD/SPD Contracts Review Bureau

By:

Date:

GSD/SPD Contracts Review Bureau

The records of the Taxation and Revenue Department reflect that the Sponsor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

**STATE OF NEW MEXICO
TAXATION AND REVENUE
DEPARTMENT**

I.D. No.:_ «Tax_ID_»
(must be 11 digits long)

By:_____

Date:_____

*Taxation and Revenue is only verifying the registration
and will not confirm or deny tax liability statements
contained in this contract.*

STATE OF NEW MEXICO
YOUTH CONSERVATION CORPS GOVERNMENTAL SERVICES AGREEMENT
(AGREEMENT)

THIS GOVERNMENTAL SERVICES AGREEMENT (Agreement) is made and entered into by and between the Youth Conservation Corps Commission (Commission) and

«Offeror_Name»(Sponsor) and is effective as of the date of the last signature below.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**

"**Sponsor**" means any local unit of government, state agency, federal agency, nonprofit organization or federally recognized Native American tribe that receives YCC funds and manages or uses a subcontractor to manage a YCC project.

"**Corps Member**" means an unemployed New Mexico resident between the ages of 14 and 25 who is hired to carry out a Youth Conservation Corps Project and who is not the child, sibling or spouse of the Sponsor's hiring officer or project supervisor.

"**Project**" means activities that can be completed in 26 weeks or less that otherwise would not be accomplished with existing funds and does not duplicate the routine services or functions of the Sponsor.

2. **Scope of Work.**

The Sponsor shall perform the following work:

- A. Establish and manage a Youth Conservation Corps Project (the Project) in accordance with the New Mexico Youth Conservation Corps Act and the Project proposal approved by the Commission attached hereto and incorporated by reference as Attachment 1.

3. **Project Requirements.**

In carrying out the Scope of Work described in Attachment 1, Sponsor shall adhere to the following requirements common to all YCC projects:

A. Corps Member Management

- 1) Hiring: Sponsors shall plan to employ and manage the Corps members for the duration of the Project. Sponsors will be responsible for all expenses related to recruitment, selection, hiring, supervision, development, and dismissal of Corps Members; and comply with all applicable laws, regulations, rules, ordinances and requirements of local, state, and federal authorities, including but not limited to those pertaining to equal opportunity employment, workers compensation benefits, fair labor standards and child labor laws.
 - b) Corps Members shall meet and the Sponsor shall keep records of the following eligibility requirements at the time of hire:
 - vi. unemployed for any length of time at the time of hire;
 - vii. New Mexico resident consistent with 18.19.5 NMAC;
 - viii. aged 14 to 25 years at the time of hire;
 - ix. have a work permit if under the age of 16; and

- x. are not the children, siblings or spouse of the Sponsor's hiring officer or project supervisor.
- 2) Number of corps members: Sponsors shall employ and manage a minimum of five Corps Members to **work together as a group**. Larger groups may be split into smaller groups. Crews may be structured so that more experienced crew members serve in leadership, trainer or mentor positions, and are paid accordingly.
- 3) Corps member wages: All Corps Members shall be compensated, at a minimum, as provided by law following the state or municipality-established minimum wage. Sponsors may provide wage increases based on promotion, performance or additional responsibilities; and if there are sufficient funds in the budget to complete the project as planned.
- 4) Paid leave: The YCC will support the Sponsor's existing policy for holiday pay, sick pay and compassionate leave. Sponsors may not budget overtime pay into the cost proposal, but the Commission will consider reimbursement for overtime pay on a case-by-case basis. The Commission will not reimburse hazard pay.
- 5) YCC funding acknowledgement: Corps members must be easily recognized as YCC Members, regardless of the Sponsor's identity, by displaying the materials with the YCC logo that the Commission provides (shirts, hats, stickers etc.)
- 6) Training and Education Program: Sponsors must design and plan to provide a training and educational curriculum for Corps Members during the Project. Training hours shall comprise **10%** of the total hours budgeted for each Corps member for the entire Project.
- B. Project Length

Projects must be completed in 26 weeks or less. The project starts when the first Corps Member is hired and ends 26 weeks later. All Corps members shall be released from employment at the end of 26 weeks.
- C. Budget allocation

Wages, unemployment insurance and workers' compensation insurance for corps members shall account for a minimum of 70% of the total funds requested; the remaining 30% may be used for other costs that support the project.

Sponsors must develop a detailed budget that supports the project description as part of the proposal. YCC provides a Cost Response workbook for this purpose.
- D. Budget Match

Sponsors shall be prepared to match a minimum of 10% of total funds requested with in-kind or cash contributions. The match may be cash, supplies, equipment, materials, staff administrative, training or supervisory time; volunteer hours, or training provided by the Sponsor. Match contributions and funds may come from any source but must support Program objectives.
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Sponsors shall be prepared to provide adequate insurance coverage for any liability arising out of program activities for the duration of the program. See Section 31 of Appendix A.1.

F. Prohibited Activities

The following activities are prohibited in the conduct of any YCC Project: (Youth Conservation Corps Act, NMSA 1978, Sections 9-5B-1 to -11 (1992) and N.M. Const. Art. IX, § 14):

1. Displace or partially displace existing employees.
 - i. Corps members shall not replace or reduce the hours or benefits of a seasonal employee normally hired by the Sponsor;
2. Hazardous waste.
 - i. Corps members may not participate in the removal or clean up of any toxic or hazardous waste or toxic or hazardous waste site.
3. Routine maintenance, janitorial or clerical services.
 - i. Consistent with the requirement that projects may not duplicate the Sponsor's routine services or function, Corps members may not be assigned to routine janitorial, maintenance or clerical activities on work projects, except to prepare for or clean up a project.
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 - i. Corps members shall not construct, repair or perform maintenance on permanent structures on private property.

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1. Sponsors who receive an award must be prepared to submit detailed reimbursement requests with documentation for all expenses and match contributions. Required documentation includes Corps Member paystubs or direct deposit advice; invoices or receipts; and proofs of payment or proof of services.
2. Sponsors shall enter Corps Member information and project status reports into the YCC Project tracking database and send two photographs with each request for reimbursement.
3. Sponsors shall also submit a reimbursement request for all expenses up to June 30 by July 15 to conform with the end of the state's fiscal year.
4. YCC staff provide administrative training, a step-by-step manual, on-demand technical support and budget tracking tools.

4. **Modifications to the Scope of Work.**

A. YCC may authorize non-substantive changes to the Project as defined below without a written amendment to this Agreement. Sponsor must submit a written request for such changes, with justification, to the YCC Executive Director for approval. Non-substantive changes include:

- 1) Transfer of funds from the "Other Costs" line item into "Corps Member wages" line item);
- 2) Increases or decreases in the number of Corps Members hired, provided the required minimum of five Corps Members is met;

- 3) Increases in the starting hourly wage for Corps Member to comply with increases in minimum wage rates or to enhance recruitment in areas where the prevailing wages are high;
- 4) Implementing alternative work plans or emergency response plans as described in Attachment 1;
- 5) Replacing or adding a work plan to the Project with a similar work plan due to unforeseen circumstances or a beneficial opportunity for Corps Members' career development;
- 6) Change in the location of a work site due to unforeseen circumstances, such as forest closures;
- 7) Changes in the amounts or nature of materials and supplies purchased or contributed, provided the changes support Project objectives as outlined in Attachment 1;
- 8) Changes in the training program due to unforeseen circumstances or a beneficial opportunity, provided Sponsor delivers at least the same number of training hours specified in Attachment 1; and
- 9) Changes in Sponsor contribution amounts, provided the total amount contributed is 10% of the total funds requested.

B. Substantive changes that shall require an amendment to this Agreement include:

- 1) Any decreases to the Project's budget for Corp. Member wages that result in less than 70% of requested funds, as required under Paragraph 3(C) of this Agreement;
- 2) Changes in the essential nature of the Project objectives;
- 3) An increase in the contract amount; or
- 5) A term extension.

5. **Compensation.**

- A. YCC shall pay the Sponsor for services satisfactorily performed pursuant to the Scope of Work described in the Project proposal. The total amount payable to Sponsor under this Agreement shall not exceed «Amount_in_Words_Value» (\$«Amount_Funded»), which amount includes New Mexico gross receipts taxes. This amount is a maximum and not a guarantee that the work assigned to be performed by Sponsor under this Agreement shall equal the amount stated herein. The parties do not intend for the Sponsor to continue to provide services without compensation when the total compensation amount is reached. Sponsor is responsible for notifying the YCC when the services provided under this Agreement reach the total compensation amount. In no event will the Sponsor be paid for services provided in excess of the total compensation amount without a written amendment to this Agreement as provided in Paragraph 15.

Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties.

Sponsor is responsible for paying New Mexico gross receipts taxes levied on amounts payable under this Agreement.

Sponsor shall submit a request for reimbursement (Request) approximately every four weeks, consistent with Sponsor's pay periods. Requests shall include documentation,

including proof of payment, for all expenses incurred and match contributions. Wage amounts charged shall be supported by copies of pay advices, paystubs or cancelled paychecks and, if requested, timesheets. All Corps Members shall be entered into YCC's project tracking database

(<https://wwwapps.emnrd.nm.gov/YCC/YCCPTS/PT/Default.aspx>) before their wages may be reimbursed. Sponsor shall enter a Project status report into YCC's project tracking database and provide a minimum of two digital photos.

- 1) YCC staff shall promptly review requests, and upon approval, shall request payment of the Sponsor's invoice through the State's financial software. Payment from the State is usually tendered to the Sponsor within 30 days after the date YCC first enters it in the system.
- 2) If YCC staff finds that the request is not acceptable, they shall provide, within 15 days after the date of the receipt of the Sponsor's Request, a detailed written explanation of the defect or objection to the Request and steps the Sponsor may take to provide corrective action.
- 3) If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. YCC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.
- 4) YCC staff shall not process the final Request until Sponsor satisfies the approved contribution amount in Attachment 1, or a pro-rated amount based on 10% of funds requested.
- 5) All invoices MUST BE received by the YCC no later than 15 days after the termination of the fiscal year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

6. Term.

This Agreement becomes effective when executed by an authorized representative of Sponsor and of YCC and when the Department of Finance and Administration encumbers funds for this Agreement. This agreement shall terminate one year from the date of execution unless earlier terminated pursuant to Paragraph 7, Termination, or Paragraph 8, Appropriations, below.

7. Termination.

Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by YCC to the Sponsor. YCC's decision as to whether sufficient appropriations are available shall be accepted by the Sponsor and shall be final. If YCC proposes an amendment to the Agreement to unilaterally reduce funding, the Sponsor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of

receipt of the proposed amendment.

9. Status of Sponsor.

Sponsor and its subcontractors, agents and employees are independent contractors performing professional services for the YCC and are not employees of the YCC. Sponsor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement, except where Sponsor is a State agency or local unit of state government. Sponsor acknowledges that all sums received hereunder are reportable by Sponsor for tax purposes, including without limitation, self-employment and business income tax. Sponsor agrees not to purport to bind the State of New Mexico unless the Sponsor has express written authority to do so, and then only within the strict limits of that authority.

10. Assignment.

Sponsor 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 YCC.

11. Subcontracting.

Sponsor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the YCC. No such subcontract shall relieve the primary Sponsor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from YCC.

12. Release.

Final payment of the amounts due under this Agreement shall operate as a release of YCC, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. Confidentiality.

Any confidential information provided to or developed by Sponsor in the performance of this Agreement shall be kept confidential by Sponsor and shall not be made available to any individual or organization by Sponsor without the prior written approval of the YCC.

14. Conflict of Interest

Sponsor represents that Sponsor presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

15. Amendment.

This Agreement shall not be altered, changed or amended except by written instrument executed by the parties hereto and all other required signatories.

16. Merger.

This Agreement incorporates all 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 agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for violation of law.

The Procurement Code, NMSA 1978 Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. Equal Opportunity Compliance.

Sponsor 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, Sponsor assures 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, spousal affiliation, 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 Sponsor is found not to be in compliance with these requirements during the life of this Agreement, Sponsor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Sponsor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. Records and Financial Audit.

Sponsor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of six years from the date of final payment under this Agreement. The records shall be subject to inspection by YCC and the State Auditor. YCC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of YCC to recover excessive or illegal payments. In YCC's or the State Auditor's, sole discretion, the periods of inspection and audit may be extended for records which relate to litigation or settlement of claims arising out of performance of this Agreement and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

21. Liability.

Neither 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 with this Agreement is subject to the immunities and limitations of the Tort Claims Act, NMSA 1978, §§ 41-4-1 *et seq.*, as amended.

[TRIBAL CONTRACTS – INSERT and RENUMBER ACCORDINGLY]

Sovereign Immunity.

[No part of this Agreement shall be considered a waiver of the sovereign immunity of the

Pueblo or the State.]

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by email, by courier service or by U.S. mail – either first class or certified, return receipt requested, postage prepaid – as follows:

To YCC:
David Chene, YCC Executive Director
1220 South St. Francis Dr.
Santa Fe, NM 87505
david.chene@emnrd.nm.gov

To the Sponsor:
«Contract_Contact_Name»
«Offeror_Name»
«Street_Address»
«City» «State» «Zip»
«Contract_Contact»

To NM Risk Management Division:
Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

25. Authority.

If Sponsor is other than a natural person, the individual(s) signing this Agreement on behalf of Sponsor represents that such individual has the power and authority to bind Sponsor, and that no further action, resolution, or approval from Sponsor is necessary to enter into a binding agreement.

26. Acknowledgement.

The Sponsor shall acknowledge YCC as a co-sponsor and funding source in news releases, programs, proceedings, and related publicity/publications for the Project. YCC will provide the Sponsor with work shirts, stickers, and electronic copies of the logo for this purpose.

27. Compliance with Funding Source Conditions.

The Sponsor shall comply with all applicable state and federal statutes and rules or regulations imposed as a consequence of receiving funding pursuant to this Agreement.

28. Photo Release.

All photos provided by the Sponsor will become the property of the YCC and its assigns, licensees, and successors. Photos may be used in all forms of media including composites or modified representations for all purposes, including advertising, trade, or any promotional purpose throughout the world and in perpetuity. Sponsor shall ensure all individuals depicted in photos have signed a photo release form and release the YCC and its assigns, licensees, and successors from any claims that may arise regarding the use of images, including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright. A sample photo release form is provided in Attachment 2.

29. Insurance Coverage.

Sponsor shall provide YCC a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Sponsor shall maintain continuous coverage for the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Sponsor shall notify YCC prior to cancellation or expiration of any insurance required under this Agreement.

- A. Worker's Compensation protection that complies with the requirements of the Worker's Compensation Act, NMSA 1978, §§ 52-1-1 et seq., as applicable. If the Sponsor fails to comply with the Workers Compensation Act and applicable rules when required to do so, YCC may terminate this Agreement.
- B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, Section 41-4-19, as it may be amended from time to time.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature below.

XIV. YOUTH CONSERVATION CORPS COMMISSION

Administratively Attached to STATE OF NEW MEXICO, ENERGY, MINERALS and
NATURAL RESOURCES DEPARTMENT

By:

Date:

Cabinet Secretary or Designee

Signed on behalf of the Youth Conservation Corps Commission pursuant to NMSA 1978,
Section 9-5B-10.

By:

Date:

Legal Counsel – Certifying legal sufficiency

«Offeror_Name»

By:

Date:

Authorized Representative

Printed Name

Attachment 1: Approved Proposal

Attachment 2: Photo Release Form
RELEASE FOR USE OF PHOTO, VIDEO, AUDIO, OR INTERVIEW

I consent to being photographed, filmed, taped, or interviewed by representatives of SPONSOR and the Youth Conservation Corps Commission ("YCC") and hereby irrevocably grant SPONSOR and the YCC permission in perpetuity to use my name, image, likeness, or voice (collectively the "Images"), including adaptations and derivative works of the Images, in any and all of its publications, in its website and any and all other media now known or hereafter developed, and for other use by the SPONSOR and the YCC including promotional purposes.

I waive any right to inspect or approve use of the Images. SPONSOR and the YCC shall not owe me any compensation for use of the Images, nor is it obligated to use the Images. I hereby release and discharge SPONSOR and the YCC its trustees, officers, employees, licensees, and affiliates from any and all claims, actions, suit, or demands of any kind or nature whatsoever in connection with the use of the Images. This authorization is voluntary and is intended to be binding on my heirs, successors, and assigns.

I am over the age of 18 (and, if I am not, this release has been signed by my parent or legal guardian).

Signature:

Printed Name:

Contact Info / Address:

Phone:

E-mail:

Today's Date:

Signature parent or guardian (if subject is a minor):

APPENDIX B: New Mexico Child Labor Act

Chapter 50, ARTICLE 6

Employment of Children

50-6-1. Children under fourteen; employment prohibited.

No child under fourteen years of age shall be employed or permitted to labor at any gainful occupation unless otherwise provided for in the Child Labor Act [Chapter 50, Article 6 NMSA 1978].

50-6-1.1. Short title.

Chapter 50, Article 6 NMSA 1978 may be cited as the "Child Labor Act".

50-6-2. Work permit for children fourteen to sixteen.

A child over the age of fourteen years and under the age of sixteen years shall not be employed or permitted to labor at any gainful occupation without procuring and filing a work permit unless otherwise provided for in the Child Labor Act.

50-6-3. Maximum hours for children fourteen to sixteen.

A. Children over the age of fourteen and under the age of sixteen years shall not be employed or permitted to labor at any gainful occupation for more than forty hours in any one week nor more than eight hours in any one day when school is not in session unless otherwise provided for in the Child Labor Act.

B. Children over the age of fourteen or under the age of sixteen shall not be employed unless otherwise provided for in the Child Labor Act:

- (1) before 7:00 a.m. or after 7:00 p.m. during the calendar school year;
- (2) before 7:00 a.m. or after 9:00 p.m. outside of the calendar school year;
- (3) during school hours, except as provided for in work experience and career exploration programs;
- (4) more than three hours per day during school days; or
- (5) more than eighteen hours per week during school weeks.

50-6-4. Prohibited occupations for children under sixteen; exceptions.

A. A child under the age of sixteen years shall not be employed or permitted to labor at any of the following occupations or in any of the following positions:

- (1) on or around belted machines while in motion;
- (2) on or around power-driven woodworking machines used for cutting, shaping, forming, surfacing, nailing, stapling, wire stitching, fastening or otherwise assembling, processing or printing wood or veneer;
- (3) on or around power-driven hoisting apparatus with the exception that this section shall not prohibit the operation of an automatic elevator that is controlled by pushbuttons making leveling, holding, opening and closing of the car and hoistway doors entirely automatic;
- (4) in or about plants, establishments or jobs using, manufacturing or storing explosives or articles containing explosive components;
- (5) electronics jobs where the child is exposed to electrical hazards;
- (6) in or about any establishment where malt or alcoholic beverages are manufactured, packed, wrapped or bottled;
- (7) municipal firefighting whether using volunteers or paid employees;
- (8) manufacture of goods for immoral purposes;
- (9) in any employment dangerous to lives and limbs or injurious to the health or morals of children under the age of sixteen years; or
- (10) soliciting door-to-door for other than a nonprofit organization or in other activities approved by the parent or guardian.

B. The provisions of this section do not apply to:

- (1) children engaged in working with equipment in any school or place where cooperative education or science is taught while under supervision of an instructor;
- (2) apprentices while under the supervision of a journeyman in a certified apprenticeship program; or
- (3) children employed in a film or television production, where the set may be considered physically hazardous or special effects are used; provided that a New Mexico-certified trainer or technician accredited in a United States department of labor occupational safety and health administration-certified safety program specific to the film or television industry is present at all times that the child is exposed to the potentially hazardous condition.

C. Additional hazardous occupations not specifically listed in this section shall be determined by the state child labor inspector following consultation with the employer who wishes to employ minors over the age of fourteen years and under sixteen years of age.

50-6-5. Prohibited occupations for children under eighteen.

No child under the age of eighteen years shall be employed or permitted to labor in any mine or quarry underground or at or about any place where explosives are used. However, children under the age of eighteen years but not under the age of fourteen years may be employed to separate mica if blasting is done during periods when there is nobody working, and the mica is subsequently removed from the blasting area to another site for operation.

50-6-7. Work permit; issuance; authorized officials; application; contents; proof; copies; maximum term.

A. Work permits shall be issued only by the school superintendents, school principals, designated issuing school officers or the director of the labor and industrial division of the labor department or the director's designee.

B. A work permit shall not be issued to a child until satisfactory proof has been furnished that the work in which the child is to engage is not dangerous to the child or injurious to the child's health or morals.

C. The application for the work permit shall show that the work to be performed would not result in injury to the health, morals or mental development of the child. Satisfactory proof of the age of the child at the date of the application shall be furnished. Any application for the employment of children at any gainful occupation during the session hours of the school of the district in which the child resides shall set forth, in addition to the foregoing, the necessity to the family or the dependents of the child or for the child's own support of the income to be derived from the employment or labor.

D. Whenever the person authorized to issue the work permit is satisfied that the provisions of this section have been complied with, the person shall issue to the child a work permit, keeping one copy on file and sending one copy of the permit to the labor and industrial division of the labor department.

E. No work permit shall be in force without renewal for a longer period than one year from the date of issuance.

50-6-8. Renewal of work permits.

The officer authorized to issue work permits may renew a work permit at the expiration date thereof for a period not exceeding one year upon a satisfactory showing upon the part of the child, the child's parent, guardian or custodian that the provisions of the Child Labor Act are being complied with and that the child is in good health. The extension of time shall be made by the officer writing upon the certificate the following words: "this work permit is extended for a period of days from this date" and by the officer signing the certificate.

50-6-9. Employer's records; form of permits.

Whenever any child is employed or permitted to labor at any gainful occupation permitted by the laws of this state, the employer of the child shall preserve on file the work permit of the child and shall keep posted in a conspicuous place about the premises where the child is employed a list of all children there at work by virtue of work permits. The form for all work permits shall be prepared by and shall contain such information concerning the identity of the child as may be prescribed by the labor and industrial division of the labor department.

50-6-10. Inspection of work permits, records and premises by the labor and industrial division of the labor department.

All work permits and records and the premises where children are employed are subject to inspection by representatives of the labor and industrial division of the labor department. The director of the division may, for cause, cancel a work permit with the concurrence of the officer issuing the permit but, in case they disagree, the district court may cancel the permit on complaint setting forth the grounds therefor under the provisions of the Child Labor Act.

50-6-11. [Habitual presence of child under sixteen at a place of work during school hours; prima facie evidence of employment.]

The frequent presence of any child under sixteen years of age, during school hours, at any place where workers are at work more or less habitually shall be prima facie evidence that such child is unlawfully engaged in labor, if no permit is exhibited.

50-6-12. Penalties.

A. A person who employs a child, or who is the parent, guardian or custodian of a child, and who permits that child to be employed in violation of any of the provisions of the Child Labor Act is guilty of a petty misdemeanor. Each violation of the Child Labor Act constitutes a separate offense. A second or subsequent conviction of an employer, parent, guardian or custodian for violation of the Child Labor Act is a misdemeanor.

B. The director of the labor and industrial division of the labor department may report a violation of the Child Labor Act to the local district attorney, who may prosecute the alleged violator.

50-6-13. District court jurisdiction.

The district courts are hereby given original jurisdiction in all cases of violations of the provisions of the Child Labor Act.