

CONEXIÓN LABORAL

ÁREA LOCAL GUAYNABO - TOA BAJA

GOBIERNO DE PUERTO RICO
"Workforce Innovation and Opportunity Act"
Ley de Innovación y Oportunidad en la Fuerza Trabajadora

MEMORANDO DE ENTENDIMIENTO ENTRE EL
ÁREA LOCAL GUAYNABO-TOA BAJA Y
AARP FOUNDATION

Memorandum of Understanding (MOU)
between Guaynabo -Toa Baja Workforce Development Board and the
AARP FOUNDATION

COMPARECEN

----- DE LA PRIMERA PARTE: **AARP FOUNDATION**, con número de seguro social patronal #52-0794300, representado en este acto por su Directora de Proyecto, Trish Shannon, mayor de edad, y vecina de Washington DC, facultado mediante la Older Americans Act of 1965, Título V, conocida como socio mandatario, en adelante denominada la "EL SOCIO".

DE LA SEGUNDA PARTE: La Junta Local de Desarrollo Laboral (ALDL) Guaynabo-Toa Baja (JLDL), representado en este acto por su Presidente, Oriel Ramírez Rodríguez, casado y vecino de San Juan, Puerto Rico; en adelante denominado "Conexión Laboral Área Local (CLAL) Guaynabo-Toa Baja (JLDL)".

DE LA TERCERA PARTE: La Junta de Alcaldes de los Municipios de Guaynabo-Toa Baja, representado en este acto por el Honorable Edward A. O'Neill Rosa, soltero, Alcalde de Guaynabo y vecino de Guaynabo, Puerto Rico y presidente de la Junta de Alcaldes.

DE LA CUARTA PARTE: El Agente Fiscal representado por la Cely Inés Torres Avilés, Directora Ejecutiva, mayor de edad, casada y vecina de Guaynabo, Puerto Rico.

-----APPEARING-----

-----OF THE FIRST PART: AARP FOUNDATION, an entity that administers funds from the Older Americans Act of 1965, Title V, represented in this act by Trish Shannon, of full age, and resident of Washington DC, who appear by virtue of representing an independent U.S. non-profit organization, which serves the needs and interests of persons over 55 years of age. It was founded in 1958 by a retired teacher, Ethel Andrus, and merged in 1982 with the National Retired Teachers Association, also founded by Andrus in 1947, which has the power to enter into contracts as necessary to fulfill its obligations under the law, as a required (obligated) PARTNER under the provisions of the WIOA, Chapter 167, hereinafter referred to as "PARTNER".

----- ON THE OTHER PARTY: The Workforce Development Board, hereinafter referred to as "LOCAL BOARD", of the Guaynabo-Toa Baja Local Connection Local Area (LCDL), with the consent of the Mayor of the referred LCDL signs this Memorandum of Understanding (MOU) whose purpose is to establish the working relationship between the Local Board, the Operator of the American Job Center (CGU-AJC) and the partners represented herein, in connection with the operation of CGU-AJC. Its President, Oriel Ramírez Rodríguez, of legal age, married, represents the Local Board and a resident of San Juan, Puerto Rico.

----and the Mayor, represented in this act by, the Hon. Edward A. O'Neill Rosa, of legal age, single and a resident of Guaynabo, Puerto Rico, hereinafter referred to as the "Chief Elected Official".

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Signature

---- and The Fiscal Agent represent in this act by Cely Ines Torres Aviles, Executive Director, of legal age, married and a resident of Guaynabo, Puerto Rico.

----Los comparecientes se reafirman en sus circunstancias personales, antes dichas, y aseguran tener la facultad y autorización necesarias para suscribir este MOU en el carácter que lo hacen, y están dispuestos a demostrarlo dónde y cuándo fuera necesario, por lo que en virtud libre y voluntariamente:

---- The appearing parties reaffirm their personal circumstances, mentioned above, and claim to have the necessary power and authorization to sign this MOU in the character that they do, and are willing to demonstrate it where and when necessary, so that freely and voluntarily:

EXPONEN

A. El Congreso de los Estados Unidos aprobó la Ley de Oportunidades y de Innovación de la Fuerza Laboral (WIOA por sus siglas en inglés) y puesta en vigor por el presidente Barack Obama en el 2014. WIOA provee el marco de trabajo para un sistema de preparación y empleo de la fuerza trabajadora diseñado para proveer las necesidades de los patronos, personas en búsqueda de empleo y de aquellos que quieran avanzar en sus carreras. Este sistema de inversión en la fuerza trabajadora está basado en el concepto de "One Stop" o una parada, donde la información sobre el acceso a una amplia gama de servicios de empleo, adiestramiento y educación está disponible a todos los clientes en una sola localización.

~~-----EXPOSED-----~~

----FIRST: The United States Congress passed the Workforce Opportunity and Innovation Act (WIOA) and President Barack Obama implemented it in 2014. WIOA provides the framework for a workforce preparation and employment system designed to meet the needs of employers, job seekers, and those who want to advance their careers. This workforce investment system is based on the "One Stop" concept, where information about access to a wide range of employment, training and education services is available to all clients in one location.

B. La Conexión Laboral Área Local Guaynabo-Toa Baja, fue designada por el Gobernador de Puerto Rico, como jurisdicción para la administración y ejecución de las actividades de desarrollo de la fuerza laboral para adultos, trabajadores desplazados y jóvenes, conforme a la sección 106 (b) (2) de la Ley WIOA.

The Guaynabo-Toa Baja Local Connection Local Area was designated by the Governor of Puerto Rico as the jurisdiction for the administration and implementation of workforce development activities for adults, displaced workers and youth, pursuant to section 106 (b)(2) of the WIOA law.

C. La JUNTA LOCAL, según establecido en la Ley WIOA, su Reglamentación Interpretativa y los Memoriales correspondientes, seleccionó mediante bases competitivas el Operador den CGU-AJC.

The LOCAL BOARD, as established in the WIOA Law, it is Interpretative Regulations and the corresponding Memorials, selected the Operator of the CGU-AJC on a competitive basis.

D. La sección 121 (a) (1) de la Ley WIOA, requiere que un MOU sea desarrollado y ejecutado entre la Junta Local y los Socios del Sistema de Gestión Única, para establecer una relación de colaboración entre las partes y definir sus respectivas funciones y responsabilidades en la consecución de los objetivos establecidos en el Plan Estatal Unificado. El MOU servirá además para crear el marco de trabajo para la prestación de servicios a patronos, empleados, personas en búsqueda de empleo y otras personas que necesiten servicios para integrarse al mercado laboral.

Section 121 (a) (1) of the WIOA requires that an MOU be developed and executed between the Local Board and the Single Management System partners to establish a collaborative relationship between the parties and define their respective roles and responsibilities in achieving the objectives set forth in the Unified State Plan. The MOU will also serve to create the framework for the provision of services to employers, employees, job seekers and others who need services to integrate into the labor market.

E. A tales efectos, ambas partes acuerdan otorgar el presente MOU, bajo las disposiciones de la Sección 121 (a) (1) de la Ley WIOA.

To this end, both parties agree to grant this MOU, under the provisions of Section 121(a)(1) of the WIOA.

I. **PROPOSITO, VISIÓN Y MISIÓN**
PURPOSE, VISION AND MISSION

El Propósito del MOU es:
The purpose of the MOU is:

PRIMERO: Proveer información sobre la relación entre la **JUNTA LOCAL**, el Operador del CGU-AJC y los socios del Sistema de Gestión Única, en relación con sus respectivos roles, deberes, obligaciones y responsabilidades.

FIRST: To provide information on the relationship between the **LOCAL BOARD**, the Operator of CGU-AJC and the partners of the Single Management System, in relation to their respective roles, duties, obligations and responsibilities.

SEGUNDO: Contribuir a la relación colaborativa y de mutuo beneficio entre la **JUNTA LOCAL**, el Operador del CGU-AJC y los socios del Sistema de Gestión Única, en la coordinación de recursos para prevenir la duplicidad y asegurar que los servicios ofrecidos sean efectivos y eficaces.

SECOND: To contribute to the collaborative and mutually beneficial relationship between the **LOCAL BOARD**, the CGU-AJC Operator and the partners of the Single Management System, in the coordination of resources to prevent duplication and ensure that the services offered are effective and efficient.

TERCERO: Establecer procesos y procedimientos en conjunto, que le permita a los socios su integración al sistema para maximizar los servicios que se ofrecen a la fuerza laboral para integrarlos al mercado laboral.

THIRD: To establish processes and procedures as a whole, which will allow the partners their integration to the system of services provision, to maximize the services offered to the labor force to integrate them to the labor market.

La **JUNTA LOCAL** y el **SOCIO** acuerdan que se implementarán los siguientes principios de WIOA:
The **LOCAL BOARD** and the **PARTNER** agree that the following WIOA principles will be implemented:

PRIMERO: Integración y Acceso Universal: Proveer acceso universal, al CGU-AJC, a todos los clientes, incluyendo aquellos con barreras en la búsqueda de empleo mediante la provisión integrada de servicios de empleo, adiestramiento y programas de educación ocupacional. Se les proveerá información relacionada con el mercado laboral para que puedan tomar decisiones informadas relacionadas a la consecución de una carrera.

FIRST: **Integration and Universal Access:** To provide universal access, to CGU-AJC, to all clients, including those with employment barriers in search of employment through the integrated provision of employment services, training and occupational education programs. They will be provided with information related to the labor market so that they can make informed decisions related to pursuing a career.

SEGUNDO: Acercamiento al Sistema de Gestión Única: Que los clientes puedan explorar los servicios de desarrollo de carreras y de preparación para el empleo. Que se les ofrezca información sobre las oportunidades de empleo disponibles.

SECOND: **Approach to the Single Management System:** Those clients can explore career development and job readiness services. That they are offered information on available employment opportunities.

TERCERO: Centrado en el Cliente: Que los clientes tengan acceso a información relacionada con el mercado laboral, destrezas requeridas por los patronos, ocupaciones en demanda para que los servicios le sean ofrecidos a base de sus necesidades individuales.

THIRD: Client-centered: That clients have access to information related to the labor market, skills required by employers, occupations in demand so that services are offered based on their individual needs.

CUARTO: **Desarrollo Regional:** Diseñar un sistema regional de desarrollo laboral que promueva las destrezas necesarias del mercado laboral en la región y que refleje innovación en las estrategias para un ajuste continuo en respuesta a cambios en el desarrollo económico de la región. Servicios tales como créditos contributivos, incentivos e información sobre el mercado laboral regional tiene que estar disponible en el CGU-AJC.

FOURTH: Regional Development: To design a regional labor development system that promotes the necessary labor market skills in the region and reflects innovation in strategies for continuous adjustment in response to changes in the region's economic development. Services such as tax credits, incentives, and regional labor market information must be available in CGU-AJC.

QUINTO: **Costo eficiencia:** El desarrollo de un sistema de prestación de servicios que sea costo efectivo con el propósito de minimizar los costos de operación del centro y promover la participación de patronos y personas en búsqueda de empleo de manera que no se dupliquen los servicios.

FIVE: Cost Efficiency: The development of a cost-effective system of service delivery for the purpose of minimizing the costs of operation of the center and promoting the participation of employers and job seekers so that services are not duplicated.

MISIÓN Y VISIÓN
MISSION AND VISION

La misión es ser un ente facilitador para integrar y unificar los servicios y actividades que se ofrecen a la fuerza laboral mediante el CGU-AJC.

The mission is to be a facilitating entity to integrate and unify the services and activities offered to the workforce through the CGU-AJC.

La visión es cónsona con la establecida en el Plan Estatal Unificado: que el sistema de desarrollo de la fuerza laboral esté dirigido a satisfacer las necesidades de la industria, empresas, patronos y personas en busca de empleo y para la ampliación del acceso a la educación, capacitación y oportunidades de empleo para jóvenes, adultos y trabajadores desplazados, personas con impedimentos y personas con barreras para emplearse, contribuyendo así al desarrollo económico del CLAL.

The vision is consistent with that set forth in the Unified State Plan: that the workforce development system be directed towards meeting the needs of industry, businesses, employers and job seekers and for the expansion of access to education, training and employment opportunities for youth, adults and dislocated workers, persons with disabilities and persons with barriers to employment, thus contributing to the economic development of LCLA.

II. ESTRUCTURA DEL SISTEMA LOCAL
LOCAL SYSTEM STRUCTURE

En el CLAL solo existe un CGU-AJC y el mismo está ubicado en:
In the LCLA there is only one CGU-AJC and it is located at:

Calle Díaz Navarro esq. José de Diego Guaynabo, Puerto Rico 00970
Díaz Navarro esq. José de Diego Street, Puerto Rico 00970

Mediante un proceso de selección competitiva se seleccionó a la Junta Local como Operador del CGU-AJC.
Through a competitive selection process, the Local Board was selected as the CGU-AJC Operator.

III. ROLES Y RESPONSABILIDADES DE LAS PARTES PARTICIPANTES DEL MOU
ROLES AND RESPONSIBILITIES OF THE PARTIES INVOLVED IN THE MOU:

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A. **Primer Oficial Electo** – Es el receptor de los fondos de la Ley WIOA y responsables por cualquier uso indebido de los fondos asignados. Supervisan el desarrollo del sistema de desarrollo laboral local y representa la autoridad y gobernanza local.

First Elected Officer- Is the recipient of WIOA funds and responsible for any misuse of the allocated funds. They oversee the development of the local job development system and represent local authority and governance.

B. **Junta Local:** Provee supervisión en aspectos estratégicos y operacionales en colaboración con los Socios y con las partes interesadas en el desarrollo de la fuerza trabajadora en el ámbito local para que se desarrolle un sistema comprensivo y de alta calidad en el área local y en la región de planificación. Establece políticas públicas y monitorea el sistema de desarrollo laboral local.

Local Board: Provides oversight of strategic and operational aspects in collaboration with Partners and stakeholders in the development of the workforce at the local level so that a comprehensive and high-quality system is developed in the local area and in the planning region. Establishes public policies and monitors the local labor development system.

C. **Operador del CGU – AJC:** Es seleccionado por la Junta Local mediante un proceso competitivo. Es responsable de la coordinación de los servicios que los socios ofrecen en el CGU-AJC, así como ofrecer los servicios de básicos de carrera, y otros según descritos en propuesta aprobada al Operador y al Acuerdo suscrito con la Junta Local.

CGU- AJC Operator: Is selected by the Local Board through a competitive process. He is responsible for coordinating the services that the members offer in the CGU-AJC, as well as offering the basic career services, and others as described in the approved proposal to the Operator and the Agreement signed with the Local Board.

D. **Socios del Sistema:** En este MOU está representado el siguiente socio:

The following PARTNER is represented in this MOU: -----

a. **AARP FOUNDATION**

La responsabilidad del SOCIO es participar en la operación del sistema de gestión única consistente con los términos de este MOU, los requerimientos del Título I de WIOA, y los requerimientos de las leyes federales que autorizan los diferentes programas y actividades. Tendrá disponible los servicios de carrera y los ofrecerá de manera consistente y coordinada.

The responsibility of the PARTNER is to participate in the operation of the single management system consistent with the terms of this MOU, the requirements of Title I of WIOA, and the requirements of federal law authorizing the various programs and activities. It will make career services available and deliver them in a consistent and coordinated manner.

**RESPONSABILIDADES APLICABLES A TODAS LAS PARTES:
RESPONSIBILITIES APPLICABLE TO ALL PARTIES:**

A. Las partes en este acuerdo se comprometen a participar en la planificación conjunta, desarrollar planes y modificación de actividades con el propósito de lograr las metas establecidas en la Ley WIOA. The parties to this agreement agree to participate in joint planning, developing plans and modifying activities in order to achieve the goals established in the WIOA Act.

B. Participar en el proceso de mejoramiento continuo en aras de ofrecer servicios de calidad y considerar las oportunidades de integración de nuevas y eficientes ideas como parte de la operación del CGU-AJC. Participate in the process of continuous improvement in order to offer quality services and consider the opportunities to integrate new and efficient ideas as part of the CGU-AJC operation.

- C. Proveer acceso, a través del CGU-AJC, a aquellos programas o actividades llevadas a cabo por el socio, incluyendo el acceso a los servicios de carrera descritos en la Sección 134(c)(2) de WIOA que sean aplicables al programa.
Provide access, through the CGU-AJC, to those programs or activities carried out by the partner, including access to the career services described in Section 134 (c) (2) of the WIOA that are applicable to the program
- D. Crear un sistema de atención al cliente que redunde en la provisión de servicios proactiva y eficiente.
Create a customer service system that results in the provision of proactive and efficient services.
- E. Llevar a cabo, en conjunto, actividades cuyo objetivo sea servir a las poblaciones que presentan barreras para emplearse. Referirlos a los servicios apropiados según su necesidad y los servicios disponibles, evitando la duplicidad de servicios.
Carry out, together, activities whose objective is to serve populations that present barriers to employment. Refer them to the appropriate services according to their need and the services available, avoiding duplication of services.
- F. Observar un código de conducta profesional y que propenda a un buen ambiente laboral.
Observe a professional code of conduct that encourages a good work environment.
- G. Utilizar una porción de los fondos disponibles para los programas y actividades para mantener el sistema de gestión única, incluyendo el pago por el uso de la infraestructura del CGU-AJC de conformidad con WIOA, Sección 121(h).
Use a portion of the funds available for programs and activities to maintain the single management system, including payment for the use of the CGU-AJC infrastructure in accordance with WIOA, Section 121 (h).
- H. Participar en actividades de capacitación y de desarrollo del personal con el fin de asegurar que todos los socios y el personal estén debidamente adiestrados.
Participate in training and staff development activities to ensure that all partners and staff are properly trained.
- I. Que todos los funcionarios del sistema cumplan con las políticas y procedimientos establecidos en el CGU-AJC.
That all system officials comply with the policies and procedures established in the CGU-AJC.

IV. **TERMINOS Y CONDICIONES**
TERMS AND CONDITIONS

a. **Servicios por ofrecerse en el CGU**
Services to be offered in the CGU

Los servicios por ofrecer en el CGU-AJC estarán dirigidos a los siguientes:
The services to be offered in the CGU-AJC will be aimed at the following:

- a) Trabajadores Desplazados
- b) Sub empleados
- c) Adultos
- d) Jóvenes
- e) Patronos

- a) Dislocated Workers
- b) Sub employees
- c) Adults
- d) Youth

e) Employers

En el caso de las personas en busca de un empleo se ofrecerán los siguientes Servicios Básicos de Carrera:

In the case of people looking for a job, the following Basic Career Services will be offered:

- Determinación de Elegibilidad;
- Divulgación y orientación a la información y servicios disponibles;
- Evaluación inicial de niveles de destrezas incluyendo Literacia, numeraria, proficiencia en el idioma ingles; aptitudes, habilidades y necesidad de servicios de apoyo;
- Servicios de intercambio laboral (Labor Exchange) – Búsqueda de empleo y asistencia para la colocación en un empleo y consejería de carreras incluyendo
 - Información de sectores industriales y ocupaciones en demanda
 - Información sobre empleo no-tradicionales
- Reclutamiento y otros servicios empresariales en beneficio de los patronos;
- Provisión de referidos para la coordinación de actividades con otros servicios incluyendo aquellos dentro del centro y otros programas de desarrollo laboral;
- Provisión de estadísticas de la fuerza laboral y el mercado de empleo incluyendo:
 - Lista de vacantes de empleo en las áreas del mercado laboral
 - Información sobre las destrezas necesarias para obtener los empleos disponibles
 - Información relacionada con las ocupaciones en demanda incluyendo salarios y oportunidades de ascenso
- Provisión de información sobre el desempeño y los costos del programa de los Proveedores de Servicio Elegibles por programa y tipo de proveedor;
- Provisión de información en un formato y lenguaje entendible al cliente sobre el desempeño con relación a las medidas de rendición de cuentas;
- Provisión de información en un formato y lenguaje entendible al cliente con relación a los servicios de apoyo y la asistencia de otros programas bajo WIOA y referidos a otros servicios en otras agencias tales como SNAP, HUD, TANF, y otros;
- Provisión de información y asistencia relacionada con la presentación de reclamaciones bajo el Programa de UI, incluyendo asistencia significativa a individuos en necesidad de asistencia para presentar una reclamación. Asistencia significativa significa:
 - Proveer asistencia in-sito utilizando personal altamente capacitado para proveer dicho servicio
 - Proveer asistencia vía telefónica u otra tecnología por personal adiestrado dentro de un marco de tiempo razonable
 - Costos asociados en proveer asistencia pueden ser pagados por el sistema estatal de UI y/o WIOA
- Asistencia en establecer la elegibilidad a programas de asistencia económica para programas de adiestramiento y educación no subvencionados por WIOA;

A las personas que no estén listas para el empleo se referirán a los Socios que corresponda a base de sus necesidades según identificadas en la determinación de elegibilidad inicial y en la evaluación inicial de destrezas.

- Determination of Eligibility;
- Disclosure and orientation to the information and services available;
- Initial assessment of skill levels including Literacy, numeracy, English language proficiency; skills, abilities and need for support services;
- Labor Exchange Services - Job search and job placement assistance and career counseling including
 - Information on industrial sectors and occupations in demand
 - Information on non-traditional employment
- Recruitment and other business services for the benefit of employers;
- Provision of referrals for the coordination of activities with other services including those within the center and other work development programs;
- Provision of labor force and employment market statistics including;

- o List of job vacancies in the areas of the labor market
- o Information on the skills needed to obtain available jobs
- o Information related to occupations in demand including salaries and promotion opportunities
- Provision of information on program performance and costs of Eligible Service Providers by program and provider type;
- Provision of information in a format and language understandable to the client on the performance in relation to the accountability measures;
- Provision of information in a format and language understandable to the client regarding the support services and assistance of other programs under WIOA and referrals to other services in other agencies such as SNAP, HUD, TANF, and others;
 - o Provision of information and assistance related to filing claims under the UI Program, including meaningful assistance to individuals in need of assistance in filing a claim. Significant assistance means:
 - o Provide on-site assistance using highly trained personnel to provide such service
 - o Provide assistance via telephone or other technology by trained personnel within a reasonable time frame
 - o Costs associated with providing assistance can be paid by the state UI and / or WIOA system
- Assistance in establishing eligibility for financial assistance programs for non-WIOA-subsidized education and training programs;

Individuals not ready for employment will be referred to the appropriate Partners based on their needs as identified in the initial eligibility determination and initial skills assessment.

**b. SERVICIOS POR OFRECER POR EL SOCIO
SERVICES TO BE OFFERED BY THE PARTNER**

 Se compromete a ofrecer en el CGU los siguientes servicios:
It undertakes to offer the following services in the CGU:

- Entrevistas de personas de 55 años o más en desventaja económica para conducir a estos al logro de un empleo.
- Asistir a los elegibles en la gestión y búsqueda de empleo mediante mejoramiento de su resume técnicas de búsqueda de empleo.
- Entrevistar a los elegibles para ingresarles en agencias de gobierno, públicas y sin fines de lucro por cuatro (4) horas con una compensación de cinco dólares con quince centavos (\$5.15) por hora o el salario mínimo federal en vigor por hora de acuerdo al presupuesto disponible.
- Promocionar a los clientes con potencial en el mundo del empleo.
- Adiestrarlos para su propia promoción de empleo.
- Determinar elegibilidad y nombrar a los participantes que cumplan con los criterios establecidos para el programa.
- Interviews of economically disadvantaged people 55 years of age or older to lead them to a job.
- Assist those eligible in managing and seeking employment by improving their resume job search techniques.
- Interview those eligible to join government, public and non-profit agencies for four (4) hours with a compensation of five dollars and fifteen cents (\$ 5.15) per hour or the federal minimum wage in force per hour according to the budget available.
- Promote clients with potential in the world of employment.
- Train them for their own job promotion.
- Determine eligibility and name participants who meet the criteria established for the program.

**SERVICIOS A LA POBLACIÓN CON MÚLTIPLES BARRERAS DE EMPLEO
SERVICES TO THE POPULATION WITH MULTIPLE EMPLOYMENT BARRIERS**

El Socio se asegurará que haya servicios disponibles para aquellos individuos que tengan barreras para el empleo según definido en WIOA.

The Partner will ensure that services are available to those individuals who have barriers to employment as defined in the WIOA.

El Socio llevará a cabo actividades cuyo objetivo sea servir a estas poblaciones y participarán de manera activa en el referido de estos a los servicios apropiados según la necesidad del individuo y los servicios disponibles, evitando la duplicidad de servicios.

The Partner will carry out activities aimed at serving these populations and will actively participate in referring them to the appropriate services according to the individual's need and the services available, avoiding duplication of services.

MEJORAMIENTO CONTINUO Y DUPLICIDAD DE SERVICIOS CONTINUOUS IMPROVEMENT AND DUPLICATION OF SERVICES

El Socio participará en el proceso de revisión programática y de mejoramiento continuo en aras de ofrecer los mejores servicios, evitar la duplicidad y considerar las oportunidades de integración de nuevas y eficientes ideas como parte de la Operación del CGU-AJC. Se revisarán continuamente las necesidades de la fuerza trabajadora y de la comunidad empresarial y así definir los servicios basándose en sus necesidades. Además, participarán en el desarrollo y mejoramiento diario de los procedimientos, políticas y administración operacional del CGU-AJC y se desarrollarán herramientas para medir el mejoramiento continuo y duplicidad de servicios:

The Partner will participate in the process of programmatic review and continuous improvement in order to offer the best services, avoid duplication and consider the opportunities for integrating new and efficient ideas as part of the CGU-AJC Operation. The needs of the workforce and the business community will be continually reviewed and services defined based on their needs. In addition, they will participate in the development and daily improvement of the procedures, policies and operational administration of the CGU-AJC and tools will be developed to measure the continuous improvement and duplication of services:

- Hoja de Evaluación a ser administrada a todo el personal del CGU-AJC, incluyendo a los socios, cada tres meses. Se considerarán factores de servicio, procesos de referidos y otros aspectos.
Evaluation Sheet to be administered to all CGU-AJC staff, including partners, every three months. Service factors, referral processes and other aspects will be considered.
- Cuestionario de servicios al cliente – El Operador del CGU-AJC lo administrará cada tres meses. Para ello seleccionará una muestra correspondiente al 35% del total de clientes y/o participantes promedio diario.
Customer service questionnaire - The CGU-AJC Operator will administer it every three months. To do this, it will select a sample corresponding to 35% of the total average daily clients and / or participants.

EXPECTATIVA DE SERVICIO EXPECTATION OF SERVICE

A. Las partes en este MOU se comprometen en cumplir con los estándares establecidos para la provisión de servicios en el CGU-AJC, los cuales incluyen, pero no se limitan a:

The parties to this MOU agree to comply with the standards established for the provision of services in the CGU-AJC, which include, but are not limited to:

1. Cumplimiento con todas las leyes federales, estatales y locales incluyendo las reglas y políticas establecidas por el CGU-AJC, siempre y cuando no estén en conflicto con la aplicación específica de cualquier ley o reglamentación que regule la operación del CGU-AJC;

Compliance with all federal, state and local laws including the rules and policies established by the CGU-AJC, as long as they are not in conflict with the specific application of any law or regulation that regulates the operation of the CGU-AJC;

2. Crear un sistema de atención al cliente que redunde en la provisión de servicios proactiva y eficiente;
Create a customer service system that results in the provision of proactive and efficient services;
3. Todos los funcionarios en el CGU-AJC deberán observar un código de conducta profesional y que propenda a un buen ambiente laboral;
All employees in the CGU-AJC must observe a professional code of conduct that encourages a good work environment:
 - a. Apariencia, comportamiento y vestimenta profesional;
Professional appearance, behavior and dress;
 - b. Mantener buenos hábitos de trabajo, tales como: ser puntual, ser cortés, mantener el área de trabajo limpia y organizada, respetar la diversidad, exceder las expectativas del cliente;
Maintain good work habits, such as: be punctual, be courteous, keep the work area clean and organized, respect diversity, exceed customer expectations;
 - c. Cumplimiento con los requerimientos profesionales y éticos establecidos;
Compliance with established professional and ethical requirements;
 - d. Mantener niveles adecuados de personal trabajando durante todas las horas de operación del CGU-AJC;
Maintain adequate levels of staff working during all hours of operation of the CGU-AJC;
 - e. Compartir responsabilidad en el cumplimiento de las guías de emergencia y seguridad, políticas de reúso y reciclaje y normas de ahorro energético entre otras, establecidas en el CGU-AJC.
Share responsibility in complying with emergency and safety guidelines, reuse and recycling policies and energy saving standards, among others, established in the CGU-AJC.

POLÍTICAS Y PROCEDIMIENTOS DEL CGU-AJC
CGU-AJC POLICIES AND PROCEDURES

A. Al ser parte del MOU, el SOCIO acuerda colaborar en mantener un control operacional adecuado y tendrán responsabilidad por el personal asignado al CGU-AJC, asegurando además que dicho personal cumplirá y observará las políticas y los procedimientos establecidos en el CGU-AJC, sin que esto menoscabe, altere o afecte las reglas, procedimientos o políticas operacionales de los programas y actividades operados por el socio;

By being part of the MOU, the PARTNER agrees to collaborate in maintaining adequate operational control and will have responsibility for the personnel assigned to the CGU-AJC, also ensuring that said personnel will comply with and observe the policies and procedures established in the CGU-AJC, without this undermining, altering or affecting the rules, procedures or operational policies of the programs and activities operated by the partner;

- a. Todos los socios seguirán las políticas y procedimientos del CGU-AJC;
All partners will follow the policies and procedures of the CGU-AJC;
- b. Cualquier variación específica que presente un socio en relación con las políticas y procedimientos del CGU-AJC, deberá ser documentada para su consideración y resolución;
Any specific variation that a partner presents in relation to the policies and procedures of the CGU-AJC, must be documented for its consideration and resolution;

- c. Cuando haya un conflicto entre las políticas y procedimientos del CGU-AJC y las de las agencias o programas representados por algún socio, deberá ser documentado para su consideración y resolución;

When there is a conflict between the policies and procedures of the CGU-AJC and those of the agencies or programs represented by a partner, it must be documented for its consideration and resolution;

- d. Las agencias o programas y el Operador designado del CGU-AJC deberán trabajar en conjunto para minimizar dichos conflictos.

The agencies or programs and the designated Operator of the CGU-AJC shall work together to minimize such conflicts.

**B. Adiestramiento Cruzado (Cross Training)
Cross Training**

1. Las partes en este MOU alentarán, acomodarán el personal y/o proveerán adiestramiento, como se estime necesario, para asegurar que todo el personal se familiarice con todos los programas o agencias que brindan servicios en el CGU-AJC y de esta manera integrar los servicios, reducir la duplicación y mejorar el sistema de atención al cliente.

The parties to this MOU will encourage, accommodate staff and / or provide training, as deemed necessary, to ensure that all staff become familiar with all programs or agencies that provide services in the CGU-AJC and thus integrate services, reduce duplication and improve the customer service system.

2. La JUNTA LOCAL y el Operador del CGU-AJC coordinarán el calendario de adiestramiento y trabajarán con los socios para acomodarlos en dichos adiestramientos.

The LOCAL BOARD and the CGU-AJC Operator will coordinate the training calendar and will work with the partners to accommodate them in said training.

**C. COMUNICACIÓN
COMMUNICATION**

1. El SOCIO será invitado a participar en el Comité Operacional del Sistema de Gestión Única adscrito a la Junta Local.

The PARTNER will be invited to participate in the Operational Committee of the Single Management System attached to the Local Board.

2. A los miembros participantes le será requerida que provean y mantengan su información al día y servirán de enlace al personal local del CGU-AJC.

Participating members will be required to provide and keep their information up to date and will serve as a liaison with the local CGU-AJC staff.

3. El objetivo de este comité consistirá en:

The objective of this committee will consist of:

- a. Mejoramiento y perfeccionamiento del sistema de servicios de Gestión Única;
- b. Oportunidades de adiestramiento;
- c. Nuevos desarrollos con cada socio;
- d. Desarrollo de Recursos con base en el Internet y relacionados a la Tecnología.

a. Improvement and improvement of the Unique Management service system;

b. Training opportunities;

c. New developments with each partner;

d. Development of Resources based on the Internet and related to Technology.

Itinerarios de visitas y horarios de los socios
Itineraries of visits and schedules of the partners

Los funcionarios que representan al SOCIO, objeto de este MOU, ofrecerán sus servicios en las horas laborables según determinado por la JUNTA LOCAL, siguiendo las normas y procedimientos aplicables.

The officials representing the PARTNER, object of this MOU, will offer their services during the working hours as determined by the LOCAL BOARD, following the applicable rules and procedures.

V. PROCESO DE REFERIDO
REFERRAL PROCESS

Las partes en este acuerdo se comprometen a desarrollar e implementar conjuntamente procesos aceptables para el referido ordenado de clientes a servicios provistos por los Socios del CGU-AJC o no provistos en este último.

The parties to this agreement undertake to jointly develop and implement acceptable processes for the orderly referral of clients to services provided by the CGU-AJC Partners or not provided in the latter.

A. El proceso de referido estará en todo momento centrado en el cliente y provisto por personal debidamente adiestrado en servicio al cliente.

The referral process will be customer-centric at all times and provided by properly trained customer service personnel.

B. El referido de clientes a los diferentes programas podrá realizarse de forma electrónica, mediante referido escrito, o a través de cualquier otro medio determinado por el Operador del CGU-AJC, en colaboración con los socios. Un proceso de referido aceptable y las consiguientes formas o formularios deberán adoptarse por todas las partes en este acuerdo con el compromiso de evaluar este proceso y modificarlo a tono con los cambios en las necesidades de día a día, para incorporar mejoras.

The referral of clients to the different programs may be made electronically, by means of a written referral, or through any other means determined by the Operator of the CGU-AJC, in collaboration with the partners. All parties to this agreement with the commitment to evaluate this process and modify it in line with the changes in day-to-day needs, to incorporate improvements, must adopt an acceptable referral process and the subsequent forms or forms.

C. Las partes proveerán al personal adiestramiento-cruzado de todos los servicios ofrecidos en el CGU-AJC, así como el espectro de servicios disponibles en las agencias que representan. Esto para que los referidos que se efectúen sean adecuados.

The parties will provide the cross-training personnel with all the services offered in the CGU-AJC, as well as the spectrum of services available in the agencies they represent. This is so that the referrals made are adequate.

D. Se utilizará el Sistema de Administración de Clientes establecido por el Programa de Desarrollo Laboral (PDL) para la recopilación de la información del cliente, evaluación, referido y seguimiento de las personas en búsqueda de empleo que visiten el CGU-AJC.

The Client Administration System established by the Labor Development Program (PDL) will be used for the compilation of client information, evaluation, referral and follow-up of job seekers who visit the CGU-AJC.

VI. INFORMES
REPORTS

A. El Socio preparará un Plan de Trabajo mensual, según modelo a ser presentado por el Operador del CGU-AJC.

- B. El Socio preparará y le será entregado al Operador del CGU-AJC, un informe mensual de las actividades, participantes servidos y otra información relevante. Se utilizará modelo a ser presentado por el Operador del CGU-AJC.
- C. Se preparará cualquier otro informe que le sea solicitado por el Operador del CGU-AJC.

A.The Partner will prepare a monthly Work Plan, according to the model to be presented by the CGU-AJC Operator.

B.The Partner will prepare and be delivered to the CGU-AJC Operator, a monthly report of the activities, participants served and other relevant information. A model will be used to be presented by the CGU-AJC Operator.

C.Any other report requested by the CGU-AJC Operator will be prepared.

VII. FINANCIAMIENTO FINANCING

- A. La provisión de servicios directos a individuos y patronos es el ingrediente primordial en un CGU-AJC. El SOCIO sirve a un sector en específico de la población y provee servicios que benefician a dichos individuos.
The provision of direct services to individuals and employers is the primary ingredient in a CGU-AJC. The PARTNER serves a specific sector of the population and provides services that benefit those individuals.
- B. El SOCIO es responsable de la subvención de los servicios directos relacionados a su programa. Todos los socios compartirán una responsabilidad equitativa y proporcional de los costos por concepto de gastos operacionales del CGU—AJC.
The PARTNER is responsible for subsidizing the direct services related to its program. All partners will share an equitable and proportional responsibility for the costs of CGU-AJC operational expenses.
- C. Se formalizará un Acuerdo de Financiamiento de Infraestructura (AFI) y Asignación de Recursos para el CGU-AJC en el cual se detallen los recursos que proveerá y los costos que subvencionará cada socio, su procedencia y las cantidades:
An Infrastructure Financing Agreement (AFI) and Resource Allocation will be formalized for the CGU-AJC in which the resources that will be provided and the costs that each partner will subsidize, their origin and the amounts will be detailed:
 - a. Subvención de los costos de infraestructura del CGU-AJC;
 - b. Subvención de los costos compartidos y los costos operacionales del sistema de gestión única.
a. CGU-AJC infrastructure cost subsidy;
b. Subsidy for the shared costs and operational costs of the single management system.
- D. El Acuerdo de Financiamiento de Infraestructura (AFI) y Asignación de Recursos para el CGU-AJC, se elaborará tomando en consideración la Ley WIOA, su Reglamentación Interpretativa, los Memoriales emitidos por ETA y la Carta Circular WIOA 01-2017 emitida por la Junta Estatal.
The Infrastructure Financing Agreement (AFI) and Resource Allocation for the CGU-AJC, will be prepared taking into consideration the WIOA Law, its Interpretative Regulations, the Memorials issued by ETA and the Circular Letter WIOA 01-2017 issued by the State Board.
- E. Las partes en este Acuerdo se asegurarán de que los costos compartidos en la operación del CGU – AJC estarán sustentados por información confiable, que serán consistentemente aplicados durante el tiempo que esté vigente este MOU, y que la metodología utilizada en determinar los mismos sea reflejada en un Plan de Distribución de Costos acordado previamente entre las partes.
The parties to this Agreement will ensure that the shared costs in the operation of the CGU - AJC will be supported by reliable information, which will be consistently applied during the time this MOU is in force, and that the methodology used in determining them is reflected in a Cost Distribution Plan previously agreed between the parties.

- F. El Acuerdo de Financiamiento de Infraestructura (AFI) y Asignación de Recursos para el CGU-AJC puede necesitar ajustes basados en la conciliación de los costos proyectados frente a los gastos actuales y/o a ajustes menores en ciertos apartados de costos.
The Infrastructure Financing Agreement (AFI) and Resource Allocation for the CGU-AJC may need adjustments based on the reconciliation of projected costs against current expenses and / or minor adjustments in certain cost items.
- G. El CGU-AJC proveerá el equipo inicial (teléfonos, equipo y muebles de oficina, y otros ítems). El costo de proveer estos objetos/servicios será revisado anualmente para asegurar una participación más equitativa para todas las partes. Ajustes menores de este tipo no requerirán una enmienda al MOU, pero el SOCIO debe estar de acuerdo con dichos cambios y ser notificado por escrito de ello.
CGU-AJC will provide the initial equipment (telephones, office equipment and furniture, and other items). The cost of providing these objects / services will be reviewed annually to ensure a more equitable participation for all parties. Minor adjustments of this type will not require an amendment to the MOU, but the PARTNER must agree to such changes and be notified in writing of this.
- H. Un AFI Interino, será parte de este MOU.
An Interim AFI will be part of this MOU.

VIII. CLÁUSULAS MISCELÁNEAS
MISCELLANEOUS CLAUSES

a. Prioridad de Servicio
Service Priority

Las partes en este MOU se comprometen a ofrecer prioridad en los servicios a los clientes del Sistema de Gestión Única, en relación con las actividades de empleo y adiestramiento, sin menoscabar los derechos de los clientes que no pertenecen a este grupo. Esto según política establecida por la Junta Local, a esos fines. El orden de prioridad es el siguiente:

The parties to this MOU undertake to offer priority services to clients of the Unique Management System, in relation to employment and training activities, without undermining the rights of clients who do not belong to this group. This according to policy established by the Local Board, for these purposes. The order of priority is as follows:

Primero: A los veteranos y sus cónyuges elegibles que sean beneficiarios de asistencia pública, bajos ingresos o que son deficientes en destrezas básicas recibirán primera prioridad para servicios provistos con fondos del Programa de Adultos.

First: Veterans and their eligible spouses who are recipients of public assistance, low income or who are deficient in basic skills will receive first priority for services provided with funds from the Adult Program.

Segundo: Aquellas personas que no son veteranos o sus cónyuges elegibles y están incluidos en los grupos de prioridad de WIOA para el Programa de Adultos, en relación con las actividades de empleo y adiestramiento, beneficiarios de asistencia pública, otros de bajos ingresos o que son deficientes en destrezas básicas.

Second: Those who are not veterans or their spouses who are eligible and included in the WIOA priority groups for the Adult Program, in relation to employment and training activities, recipients of public assistance, other low-income or who are deficient in basic skills.

Tercero: Veteranos o sus cónyuges elegibles no incluidos en los grupos de prioridad de WIOA.

Third: Veterans or their eligible spouses not included in the WIOA priority groups.

Cuarto: Aquellas personas que no están incluidos en los grupos de prioridad de WIOA para el Programa de Adultos.

Fourth: Those people who are not included in the WIOA priority groups for the Adult Program.

Para evaluar las destrezas básicas se utilizarán instrumentos de evaluación válidos y apropiados para la población objetivo y se efectuarán las anotaciones correspondientes en el expediente del participante.

Valid and appropriate evaluation instruments for the target population will be used to evaluate basic skills and the corresponding annotations will be made in the participant's file.

- b. **Revisión, enmiendas al MOU y Resolución de Disputas**
Review, amendments to the MOU and Dispute Resolution

Modificaciones y Revisiones
Modifications and Revisions

A. Este MOU constituye el único acuerdo entre las partes y ningún acuerdo oral, no incorporado en este documento, será vinculante para cualquiera de las partes en el presente MOU y deja sin efecto cualquier otro acuerdo anterior, negociaciones, entendidos y otros asuntos.

This MOU constitutes the sole agreement between the parties and no oral agreement, not incorporated in this document, will be binding on any of the parties to this MOU and supersedes any other prior agreements, negotiations, understandings and other matters.

B. Todas las negociaciones, acuerdos, representaciones y convenios que se celebren entre las partes con relación a este MOU, así como cambios subsiguientes al mismo, se consignarán por las partes o sus representantes, mediante enmienda escrita, firmada y fechada por las partes en este MOU como mínimo una vez cada tres años. De surgir la necesidad, las partes podrán revisar este MOU de formas más frecuente. Cualquier petición para enmendar alguna parte deberá ser sometida por escrito a la JUNTA LOCAL..

All the negotiations, agreements, representations and agreements that are celebrated between the parties in relation to this MOU, as well as subsequent changes to it, will be consigned by the parties or their representatives, by means of a written amendment, signed and dated by the parties in this MOU at least once every three years. Should the need arise, parties may review this MOU more frequently. Any request to amend any part must be submitted in writing to the LOCAL BOARD.

C. La JUNTA LOCAL notificará a las demás partes de los detalles de cualquier petición de modificación y dirigirá los procesos para la revisión, consideración y resolución de esta.

The LOCAL BOARD will notify the other parties of the details of any modification request and will direct the processes for the review, consideration and resolution of this.

D. Dependiendo del tipo de modificación, esto puede ser llevado a cabo mediante el uso de correo electrónico.

Depending on the type of modification, this can be accomplished through the use of email.

E. Si la modificación propuesta es extensa o trae oposición la JUNTA LOCAL, convocará a las partes a reunión. Se procesará la modificación mediante el acuerdo de todas las partes. E.

If the proposed modification is extensive or brings opposition, the LOCAL BOARD will call the parties to a meeting. The modification will be processed by agreement of all parties.

F. Si cualquier palabra, frase, oración, inciso, subsección, sección, cláusula, tópico o parte de este MOU fuera impugnada por cualquier razón ante un Tribunal y declarada inconstitucional o nula, tal sentencia no afectará, menoscabará o invalidará la efectividad de las restantes disposiciones y partes del MOU, sino que su efecto se limitará a la palabra, frase, oración, inciso, subsección, sección, cláusula, tópico o parte así declarada y la nulidad o invalidez de cualquier palabra, frase, oración, inciso, subsección, sección, cláusula, tópico o parte en algún caso específico no afectará o perjudicará en sentido alguno su aplicación o validez en cualquier otro caso, excepto cuando específica y expresamente se invalide para todos los casos.

If any word, phrase, sentence, subsection, subsection, section, clause, topic or part of this MOU is challenged for any reason before a Court and declared unconstitutional or void, such judgment will not affect, impair or invalidate the effectiveness of the remaining provisions and parts of the MOU, but its effect will be limited to the word, phrase, sentence, subsection, subsection, section, clause, topic or part thus declared and the nullity or invalidity of any word, phrase, sentence, subsection, subsection, section, clause, topic or part in any specific case will not affect or harm in any way its application or validity in any other case, except when specifically and expressly invalidated for all cases.

Handwritten blue ink marks:
A large checkmark-like symbol.
The word "OK" written in a cursive style.
A large, stylized signature or scribble.

G. Este MOU podrá ser renovado por un término de tres años adicionales, enmendado, renunciado o descargado solo mediante documento escrito y firmado por las partes y solo después de la aprobación de dicha enmienda o renovación, renuncia o descarga por la JUNTA LOCAL.

This MOU may be renewed for a term of three additional years, amended, waived or downloaded only by means of a written document and signed by the parties and only after the approval of said amendment or renewal, resignation or discharge by the LOCAL BOARD.

RESOLUCIÓN DE DISPUTAS DISPUTE RESOLUTION

- A. Es responsabilidad de la JUNTA LOCAL coordinar la resolución de disputas del MOU para asegurar que los asuntos sean resueltos apropiadamente.
- B. Inicialmente todas las disputas se tratarán de resolver pronta e informalmente y serán atendidas por el Operador del CGU-AJC.
- C. Si los esfuerzos informales de resolución fallan, iniciará el proceso de resolución formal, mediante petición escrita de la parte afectada ante la JUNTA LOCAL y con notificación a las partes suscriptoras del MOU.
- D. En la petición se explicarán las razones de la controversia y se incluirá el remedio, alternativa o propuesta para solucionarla.
- E. La JUNTA LOCAL convocará una reunión del Comité Ejecutivo o a otro Comité que esta designe. El Comité tratará de resolver la disputa mediante mediación.
- F. Las disputas se resolverán con el consentimiento de dos terceras partes de los miembros del Comité que estén presentes.
- G. La determinación del Comité será final y firme a menos que tal decisión contradiga leyes y/o reglamentos federales y/o estatales que gobiernen los Programas o agencias participantes del MOU.
- H. La determinación final del Comité será inapelable y no creará precedente ni será vinculante en la resolución de futuras disputas.
- I. El Comité notificará por escrito la determinación a todas las partes participantes del MOU.
- J. El proceso de resolución de disputas se llevará a cabo en un término de treinta (30) días. Esto es desde que se recibe la petición escrita hasta su resolución final.

A. It is the responsibility of the LOCAL BOARD to coordinate the resolution of MOU disputes to ensure that the issues are properly resolved.

B. Initially all disputes will be resolved promptly and informally and will be dealt with by the CGU-AJC Operator.

C. If the informal resolution efforts fail, the formal resolution process will begin, by written request of the affected party before the LOCAL BOARD and with notification to the subscribing parties to the MOU.

D. The petition will explain the reasons for the controversy and include the remedy, alternative or proposal to solve it.

E. The LOCAL BOARD will call a meeting of the Executive Committee or another Committee that it designates. The Committee will try to resolve the dispute through mediation.

F. Disputes will be resolved with the consent of two-thirds of the Committee members present.

G. The Committee's determination will be final and firm unless such decision contradicts federal and / or state laws and / or regulations that govern the MOU's participating Programs or agencies.

H. The final determination of the Committee will be final and will not create a precedent or be binding in the resolution of future disputes.

I. The Committee will notify the determination in writing to all participating parties to the MOU.

J. The dispute resolution process will be carried out in a term of thirty (30) days. This is from the time the written request is received until its final resolution.

- c. AMBIENTE LIBRE DE ALCOHOL, DROGAS Y HOSTIGAMIENTO SEXUAL Y/O LABORAL
ENVIRONMENT FREE OF ALCOHOL, DRUGS AND SEXUAL AND / OR WORK HARASSMENT

Es política de la JUNTA LOCAL el proveer y mantener un ambiente laboral seguro, sin hostilidad y libre de alcohol y drogas. El SOCIO acordara cumplir con la política pública relacionada a estos temas.

It is the policy of the LOCAL BOARD to provide and maintain a safe work environment, free from hostility, and free from alcohol and drugs. The PARTNER will agree to comply with the public policy related to these issues.

d. CONFIDENCIALIDAD
CONFIDENTIALITY

Las partes en este MOU se comprometen a cumplir con las provisiones de WIOA, el Family Educational Rights and Privacy Act (FERPA), Rehabilitation Act, y/o cualquier estatuto o requerimiento Federal o Estatal aplicable.

The parties to this MOU agree to comply with the provisions of the WIOA, the Family Educational Rights and Privacy Act (FERPA), Rehabilitation Act, and / or any applicable Federal or State statute or requirement.

A. Todos los récords y solicitudes individuales relacionados con los servicios provistos bajo WIOA, incluyendo la elegibilidad para la provisión de servicios, registro y referido, deberán mantenerse en la más estricta confidencialidad y no deberán ser abiertos para examen para ningún propósito que no esté relacionado con dichos servicios, procedimientos de auditoría, evaluación, e investigación.

All records and individual requests related to services provided under WIOA, including eligibility for the provision of services, registration and referral, shall be kept in the strictest confidence and shall not be opened for examination for any purpose other than related with such services, audit, evaluation, and investigation procedures.

B. Ninguna persona podrá publicar o divulgar el uso, o permitir, que sea publicado, diseminado o usado, cualquier información confidencial relacionada con los solicitantes, participantes o clientes del CGU-AJC o público en general.

No person may publish or disclose the use, or allow, to be published, disseminated or used, any confidential information related to applicants, participants or clients of the CGU-AJC or the general public.

C. En virtud de la Ley Núm. 243 de 10 de noviembre de 2006, conocida como Ley de Política Pública sobre el Uso del Número de Seguro Social como Verificación de Identificación, el Operador del CGU-AJC se compromete a no difundir, ni revelar, el Número de Identificación Federal Patronal (FEIN por sus siglas en inglés) utilizado para la identificación del Socio para otros fines no permitidos por ley y a hacer ilegible el mismo, en caso de que se provea a alguna persona natural o jurídica copia del presente MOU.

By virtue of Law No. 243 of November 10, 2006, known as the Public Policy Law on the Use of the Social Security Number as Identification Verification, the Operator of the CGU-AJC undertakes not to disseminate, nor reveal, the Federal Employer Identification Number (FEIN) used to identify the Member for other purposes not permitted by law and to make it illegible, in the event that a copy of this MOU is provided to any natural or legal person.

D. Las partes acuerdan compartir entre los socios toda la información de los clientes que sea necesaria para la provisión de los servicios principales, de adiestramiento, empleo y colocación bajo WIOA, según permitido por ley.

The parties agree to share among the partners all client information that is necessary for the provision of core services, training, employment and placement under WIOA, as permitted by law.

E. Las partes acuerdan diseñar un formulario de relevo (estándar) para la aplicación en materia de información que cumpla con el recogido y recibo información.

The parties agree to share among the partners all client information that is necessary for the provision of core services, training, employment and placement under WIOA, as permitted by law.

e. COMPETENCIA
COMPETITION

Las agencias y los programas representados en el MOU asumen total responsabilidad sobre sus acciones que incidan o afecten el cumplimiento y ejecución del MOU.

The agencies and programs represented in the MOU assume full responsibility for their actions that affect or affect compliance and execution of the MOU.

f. **MEDIDAS DE EJECUCIÓN
EXECUTION MEASURES**

A. El SOCIO trabajará para alcanzar y exceder las medidas de ejecución establecidas por WIOA para el CGU-AJC.

B. El Operador del CGU-AJC reportará sobre el progreso de dichas medidas y los socios discutirán las estrategias para conseguir dichas medidas a los efectos de alcanzar los resultados deseados y con responsabilidad compartida.

A. The PARTNER will work to meet and exceed the enforcement measures established by WIOA for the CGU-AJC.

B. The CGU-AJC Operator will report on the progress of said measures and the partners will discuss the strategies to achieve said measures in order to achieve the desired results and with shared responsibility.

g. **Sistema Operativo Común del CGU-AJC
Common Operating System of the CGU-AJC**

A. El SOCIO participará en el sistema de operativo común para la toma de información, evaluación, referido y seguimiento de los participantes en el CGU-AJC.

B. Aun cuando los fondos provenientes de WIOA serán utilizados en parte o en su todo para el servicio de participantes, el SOCIO deberá proveer, registrar y/o mantener la información de cada individuo completa y actualizada en el sistema. Además, acuerda compartir y/o referir toda la información sobre ofertas de empleo disponibles que advengan a su conocimiento.

A. The PARTNER will participate in the common operating system for the collection of information, evaluation, referral and follow-up of the participants in the CGU-AJC.

B. Even though the funds from WIOA will be used in part or in whole for the service of participants, the PARTNER must provide, register and / or keep the information of each individual complete and updated in the system. In addition, you agree to share and / or refer all the information about available job offers that come to your knowledge.

h. **POLÍTICA DE CUMPLIMIENTO Y NO DISCRIMEN
COMPLIANCE AND NON-DISCRIMINATION POLICY**

A. El SOCIO cumplirá con la sección 188 de WIOA y el 29 CFR Parte 3 en el cual se dispone que no se discriminará por razón de raza, color, religión, sexo, origen nacional, edad, discapacidad, afiliación política o creencia y contra cualquier beneficiario de programas subvencionados bajo el Título I de WIOA basado en la ciudadanía o estatus de participación de cualquier programa del antes mencionado.

The PARTNER will comply with section 188 of the WIOA and 29 CFR Part 3, which provides that it will not discriminate on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief and against any recipient of programs subsidized under Title I of WIOA based on citizenship or participation status of any of the aforementioned programs.

B. Cualquier participante que entienda que, en la atención y provisión de servicios, el personal del CGU-AJC, incluyendo el SOCIO ha incurrido en una acción en violación a la ley y/o reglamentos aplicables y con relación a su elegibilidad para el programa, registro o provisión de servicios tiene el derecho de presentar una queja ante el Operador del CGU-AJC.

Any participant who understands that, in the care and provision of services, the CGU-AJC staff, including the PARTNER, has incurred an action in violation of the law and / or applicable regulations and in relation to their eligibility for the program , registration or provision of services has the right to file a complaint with the CGU-AJC Operator.

C. Así mismo, si un participante entiende que ha sufrido discriminación por razón de raza, color, religión, sexo, origen nacional, edad, discapacidad, afiliación política o creencia, ciudadanía o estatus de participación en cualquier programa o actividad de WIOA Título I, por personal del CGU-AJC incluyendo los socios en la atención y/o provisión de los servicios puede querrelarse dentro de los 180 días siguientes a la fecha de la alegada violación, ya sea ante:

Likewise, if a participant understands that they have suffered discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship or participation status in any WIOA Title I program or activity, by CGU-AJC personnel, including the partners in the care and / or provision of services, a complaint can be made within 180 days from the date of the alleged violation, either before:

- a. El Oficial de Igualdad de Oportunidades del CGU-AJC o
- b. El Director del "Civil Rights Center", "US Department of Labor, 200 Constitution Ave NW, Room N-4123, Washington DC 20210" o por correo electrónico a: www.dol.gov/crc.

a. The CGU-AJC Equal Opportunities Officer or

b. The Director of the Civil Rights Center, "US Department of Labor, 200 Constitution Ave NW, Room N-4123, Washington DC 20210" or by email at: www.dol.gov/crc .

i. **ACCESIBILIDAD**
ACCESSIBILITY

En el CGU-AJC se proveerá acomodo razonable y acceso a los participantes y patronos en las siguientes áreas: físico, virtual, comunicativo y programático.

In the CGU-AJC, reasonable accommodation and access will be provided to participants and employers in the following areas: physical, virtual, communicative and programmatic.

j. **TECNOLOGÍA, INFRAESTRUCTURA Y SEGURIDAD DEL SISTEMA**
TECHNOLOGY, INFRASTRUCTURE AND SYSTEM SECURITY

WIOA enfatiza la tecnología como una herramienta esencial y crítica para hacer posible el intercambio de información, incluyendo el seguimiento al cliente, gestión de planificación de carreras, reportes, la recopilación de información y la prestación de servicios de manera transparente. Por lo tanto, las partes en este MOU se comprometen con lo siguiente:

WIOA emphasizes technology as an essential and critical tool to enable information exchange, including client tracking, career planning management, reporting, information gathering, and service delivery in a transparent manner. Therefore, the parties to this MOU commit to the following:

- A. Los principios de informes comunes e intercambio de información a través de mecanismos electrónicos, incluyendo la tecnología compartida.
- B. Con el intercambio de información en la mayor medida posible bajo la legislación y reglamentación vigente y requerimientos de confidencialidad.
- C. Los expedientes de los clientes y/o socios principales (ej.: solicitudes, elegibilidad y récords de referidos, o cualquier otro récord individual relacionado con los servicios provistos bajo este Acuerdo) se mantendrán en la más estricta confidencialidad, y los mismos solo podrán ser usados con propósitos directamente relacionados con servicios provistos o ser provistos.
- D. Las disposiciones de seguridad y confidencialidad del sistema serán acordadas por las partes e incorporadas en un Acuerdo de Acceso de la Información y Seguridad a ser firmado por todas las personas que utilicen el sistema.

A. The principles of common reporting and information exchange through electronic mechanisms, including shared technology.

B. With the exchange of information to the greatest extent possible under current legislation and regulations and confidentiality requirements.

C. The files of clients and / or primary partners (ex: requests, eligibility and referral records, or any other individual records related to the services provided under this Agreement) will be kept in the strictest confidentiality, and they will only be They may be used for purposes directly related to the services provided or to be provided.

D. The security and confidentiality provisions of the system will be agreed by the parties and incorporated in an Information Access and Security Agreement to be signed by all the people who use the system.

**IX. DISPOSICIONES MISCELÁNEAS
MISCELLANEOUS PROVISIONS**

**A. POLÍTICA DE NO INDEMNIZACIÓN NI RESPONSABILIDAD
POLICY OF NO COMPENSATION OR LIABILITY**

En la ejecución del MOU el SOCIO acuerda trabajar en conjunto para proveer servicios en el CGU-AJC para patronos, individuos desempleados y participantes cualificados en general. No obstante, el SOCIO no está vinculado legalmente en términos de responsabilidad conjunta ni solidaria.

In the execution of the MOU, the PARTNER agrees to work together to provide services in the CGU-AJC for employers, unemployed individuals and qualified participants in general. However, the PARTNER is not legally bound in terms of joint or several liability.

**B. CLÁUSULA DE RESPETO MUTUO EN EL AMBIENTE ORGANIZACIONAL
CLAUSE OF MUTUAL RESPECT IN THE ORGANIZATIONAL ENVIRONMENT**

Los socios respetarán las prácticas organizacionales y estructuras administrativas en la provisión de servicios bajo el MOU.

Partners will respect organizational practices and administrative structures in the provision of services under the MOU.

**C. MANTENIMIENTO DE EXPEDIENTE
RECORD KEEPING**

El Operador del CGU-AJC será responsable de todos los expedientes relacionados a la administración y operación del CGU-AJC.

The CGU-AJC Operator will be responsible for all files related to the administration and operation of the CGU-AJC.

**D. EXCLUSIÓN Y SUSPENSIÓN
EXCLUSION AND SUSPENSION**

Todas las partes en el MOU deberán cumplir con los requisitos relacionados a la exclusión y suspensión según lo dispuesto en WIOA (20 CFR parte 252), la sección 200.326 de la Reglamentación Interpretativa y en el Apéndice II del 2 CFR parte 200.

All parties to the MOU must comply with the requirements related to exclusion and suspension as provided in WIOA (20 CFR part 252), section 200.326 of the Interpretative Regulations and in Appendix II of 2 CFR part 200.

**E. POLÍTICA DE REQUERIMIENTO ESTRICTO
STRICT REQUIREMENT POLICY**

El SOCIO acuerda observar aquel término que sea más estricto sobre cualquier punto del MOU en el cual haya diferentes criterios aplicables, siempre y cuando no entre en contravención con las disposiciones federales y/o estatales.

The PARTNER agrees to observe the term that is stricter on any point of the MOU in which there are different applicable criteria, as long as it does not contravene federal and / or state provisions.

F. TRANSFERIBILIDAD DEL MOU
TRANSFERABILITY OF THE MOU

El MOU permanecerá en plena fuerza y vigor hasta la designación del Operador del CGU-AJC. El Operador designado del CGU-AJC asumirá el rol de la Junta Local en lo que sea aplicable a áreas tales como responsabilidad operacional, mantenimiento de expedientes, informes, medidas de ejecución y mejoramiento continuo.

The MOU will remain in full force and effect until the CGU-AJC Operator is appointed. The CGU-AJC Designated Operator will assume the role of the Local Board in what is applicable to areas such as operational responsibility, record keeping, reports, execution measures and continuous improvement.

X. VIGENCIA
VALIDITY

A. Este MOU será vinculante para cada parte al momento de su ejecución. El término de este MOU será por un término de tres años, comenzando con la fecha de su firma por todas las partes hasta el 30 de junio de 2026. Se dispone, además, que ambas partes podrán enmendar este MOU para extender la fecha de vigencia de este, previa disponibilidad y separación de fondos, bajo las mismas cláusulas y condiciones. No obstante, lo anterior, la vigencia estará sujeta a que el mismo sea debidamente registrado y que copia de este MOU sea remitido a la Oficina del Contralor, disponiéndose que este MOU se deberá revisar anualmente para actualizar las cifras de cuentas del para el Año Fiscal correspondiente.

This MOU will be binding on each party at the time of its execution. The term of this MOU will be for a term of one year, beginning with the date of its signature by all parties until June 30, 2026. It is further provided that both parties may amend this MOU to extend the effective date. of this, prior availability and separation of funds, under the same clauses and conditions. However, the foregoing, the validity will be subject to the fact that it is duly registered and that a copy of this MOU is sent to the Comptroller's Office, providing that this MOU must be reviewed annually to update the account figures for the Fiscal Year correspondent.

B. No obstante, lo anterior, ambas partes reconocen que la vigencia y obligaciones que emanan de este MOU están condicionadas a la disponibilidad y recibo de fondos del Título I de la Ley WIOA, y del programa administrado por el Socio. Disponiéndose que de no recibirse los mismos, LA JUNTA LOCAL viene obligada a dar por terminado este MOU. Así mismo, queda expresamente convenido que tampoco será obligación del CGU-AJC parear con fondos ordinarios o de cualquier tipo, si ocurriese el supuesto anterior. Esta determinación del CGU-AJC de no parear los fondos, no será causa para que el Socio decrete incumplimiento, por cualquiera de las partes, de este MOU, cuando no se alcance los fondos necesarios para WIOA y/o el Socio. Notwithstanding the foregoing, both parties acknowledge that the validity and obligations arising from this MOU are conditioned on the availability and receipt of funds from Title I of the WIOA Act, and the program administered by the Partner. Provided that if they are not received, THE LOCAL BOARD be obligated to terminate this MOU. Likewise, it is expressly agreed that it will not be the obligation of the CGU-AJC to match with ordinary funds or of any kind, if the previous assumption occurs. This determination of the CGU-AJC not to match the funds, will not be cause for the Partner to decree non-compliance, by either party, of this MOU, when the necessary funds for WIOA and / or the Partner are not reached.

C. Este MOU puede darse por terminado por cualquiera de las partes, a su entera conveniencia o sin causa, mediante notificación escrita con treinta (30) días de anticipación.

This MOU may be terminated by either party, at its own convenience or without cause, by written notice thirty (30) days in advance.

XI. COSTOS COMPARTIDOS
INFRASTRUCTURE COSTS

“EL SOCIO” pagará a la Junta Local de Conexión Laboral Área Loca (ALDL) Guaynabo-Toa Baja (JLDL) por los costos compartidos, previa presentación de factura, y sin que se efectúen descuentos o deducción alguna, según se indica a continuación:

El costo total de renta será de **ciento setenta dólares con setenta y dos centavos (\$170.72)** mensuales. Esto es equivalente al uso exclusivo de un espacio de 90.68 pies cuadrados a razón de \$ 0.60 el pie cuadrado y el uso de espacios comunes de 775.46 pies cuadrados a razón de \$ 0.60 el pie cuadrado.

“THE PARTNER” will pay to the Workforce Development Board (WDB) for the shared costs, upon presentation of an invoice, and without any discounts or deductions, as indicated below:

The total cost of rent will be one hundred and seventy dollars and seventy-two cents (\$ 170.72) per month. This is equivalent to the exclusive use of a 90.68 square foot space at a rate of \$ 0.60 per square foot and the use of a common space of 775.46 square feet at a rate of \$ 0.60 per square foot.

| Áreas Exclusivas para El Socio / Exclusive Office for The Partner | | |
|---|--------------------------------|----------------------|
| Área exclusiva / Exclusive Office | 90.68p ² * \$0.60 | 54.40 |
| Arrendamiento Anual/Annual Cost = | | 60,000.00 |
| Área Total del Local / Total space in square foot= | | 8,283 p ² |
| Costo p ² anual / Annual cost of square foot = | | 0.60 |
| | Total | \$54.40 |
| Áreas Comunes para el Socio/ Common Areas | | 25% |
| Áreas comunes / Common Areas | 775.46 p ² * \$0.60 | 465.28 |
| Recepción / Reception | 241.96 | |
| Cuarto de Lactancia/Breastfeeding room | 77.38 | |
| Salón de Orientaciones / Conference Room | 200.00 | |
| Área de Auto Gestión / Self Services Area | 256.12 | |
| Total | 775.46 p² | \$465.28 |
| | | \$116.32 |

[Handwritten signatures and initials in blue ink: a large signature, 'CS', and 'AK']

Excepto que se disponga otra cosa por enmienda suscrita entre las partes, la cantidad máxima pagadera por “LA ASOCIACIÓN” o bajo este MOU será de **dos mil cuarenta y ocho dólares con sesenta y cuatro centavos (\$2,048.64) anuales.**

Unless otherwise provided for by amendment signed between the parties, the maximum amount payable by "THE PARTNER" or under this MOU will be **two thousand forty-eight dollars and sixty-four cents (\$ 2,048.64) per year.**

**XII. FIRMAS
SIGNATURES**

Al firmar este acuerdo, todas las partes aceptan que las disposiciones aquí contenidas están sujetas a todas las leyes, regulaciones y/o pautas federales, estatales y locales aplicables relacionadas con la no discriminación, la igualdad de oportunidades, el desplazamiento, los derechos de privacidad de los participantes y el mantenimiento de datos, y otra información confidencial relacionada con los clientes del CGU. Mediante las firmas que se adjuntan a continuación, las partes especifican su acuerdo:

By signing this agreement, all parties agree to the provisions contained herein are subject to all applicable, Federal, State, and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of data and other confidential information relating to One-Stop Career Center customers. By signatures affixed below, the parties specify their agreement:

Y PARA QUE ASI CONSTE, las partes suscriben este MOU en Guaynabo, Puerto Rico hoy 4 de octubre de 2023.

AND FOR THE CONSISTENCY, the parties sign this MOU in Guaynabo, Puerto Rico today October, 4 2023.

Handwritten initials: OK and other scribbles

DocuSigned by:

Patricia D. Shannon

Trish Shannon
SVP & Chief Financial Officer
AARP Foundation
SSP: 52-0794300

Handwritten signature of Oriel Ramirez Rodriguez

Oriel Ramirez Rodriguez
Presidente Junta Local
Conexión Laboral
Área Local Guaynabo – Toa Baja

Handwritten signature of Hon. Edward A. O'Neill Rosa

Hon. Edward A. O'Neill Rosa
Presidente Junta de Alcaldes
Conexión Laboral
Área Local Guaynabo-Toa Baja
SSP: 66-0433495

Handwritten signature of Cely Inés Torres Avilés

Cely Inés Torres Avilés
Directora Ejecutiva
Conexión Laboral
Área Local Guaynabo – Toa Baja

Handwritten initials at bottom left

Contract Number: -0000

**GOVERNMENT OF PUERTO RICO
LOCAL EMPLOYMENT DEVELOPMENT AREA**

**INFRASTRUCTURE FINANCING AGREEMENT (IFA) AND RESOURCE ALLOCATION
GUAYNABO-TOA BAJA WORKFORCE DEVELOPMENT BOARD**

BY AND BETWEEN

-----**FIRST PARTY: GUAYNABO-TOA BAJA WORKFORCE DEVELOPMENT BOARD** represented in this Act by its Represent by the Chief Elected Official, represented in this act by the president, **Hon. Edward A. O'Neill Rosa**, adult, single and neighbor of Guaynabo, hereafter referred to "CEO", and Local Workforce Development Board represent by his President, **Oriel Ramirez Rodríguez**, adult, married and neighbor of de Guaynabo, hereafter referred to "LWDB".

-----**SECOND PARTY: AARP Foundation** represented in this Act by **Trish Shannon**, SVP & Chief Financial Officer, of legal age, and a resident of Miami, Florida.

-----**THIRD PARTY:** The Fiscal Agent represented in this Act by **Cely Ines Torres Aviles**, Executive Director, adult, married and neighbor of Guaynabo, Puerto Rico.

The parties affirm they are executing this Infrastructure Funding Agreement (hereafter IFA), in their authorized capacities and are willing to prove it if necessary. Whereas both parties voluntarily.

The undersigned assert their personal circumstances, above, and assure that they have the power and authority to enter into **this Infrastructure Financing and Resource Allocation Agreement** (hereinafter "IFA") in the capacity that they do and are willing to demonstrate it where and when necessary, and therefore freely and voluntarily:



EXPOSE

FIRST: The **LWDB**, pursuant to the powers and authorities conferred upon it by Section 121 (a) (1) of Federal Public Law 113-128, "Workforce Innovation and Opportunity Act" (hereinafter **WIOA**), which establishes the responsibility of the Local Board to develop a Memorandum of Understanding (MOU), with each of the required and optional partners of the One-Stop Management Center (OSC/AJC). Section 121 (c) (2) (A) (ii) of WIOA establishes how OSC/AJC costs are to be funded among the different programs that provide services there.

SECOND: AARP Foundation, is an independent U.S. non-profit organization that serves the needs and interests of people over 50. It was founded in 1958 by a retired teacher, Ethel Andrus, and merged in 1982 with the National Retired Teachers Association, also founded by Andrus in 1947, and is authorized to enter into such agreements as are deemed necessary to perform its duties under law or regulation.

THIRD: In accordance with Title I of the **WIOA**, services for adults, youth and dislocated workers will be provided at a One Stop Career/American Job Center (OSC/AJC) where all necessary services for this population will be provided.

Infrastructure Financing Agreement (IFA)
Guaynabo Toa Baja Workforce Development Local Area

FOURTH: The **WIOA** Act outlines the integration of services (through the various programs operating at the center) for the employment, education and training of individuals with an interest in earning or improving their employment prospects, through the One-Stop Delivery System.

FIFTH: The **GUAYNABO-TOA BAJA LWDA** was designated by the Governor of Puerto Rico, pursuant to Section 106 (b) of the **WIOA**, as a territorial delineation taking into consideration multiple criteria including labor market demand and regional economic development. This is for the purpose of authorizing the allocation of Title I-B funds.

SIXTH: The **LWDB**, as established in the **WIOA** Act, its Interpretative Regulations and the corresponding Memorials, selected on a competitive basis the Operator of the **AJC** of the **Guaynabo-Toa Baja Local Area**.

SEVENTH: The **OSC/AJC** are managed by the **BOARD**, which identifies an Operator, whose purpose is the implementation of a uniform plan for the coordination, design and development of services to all customers in a single location.

EIGHTH: Section 121 (a) (1) of the **WIOA** requires that a **Memorandum of Understanding (MOU)** be developed and executed between the **Board** and the Single Management System Partners to establish a collaborative relationship between the parties and define their respective roles and responsibilities in achieving the objectives set forth in the Unified State Plan. The **MOU** will also serve to create the framework for the provision of services to employers, employees, job seekers and others who need services to integrate into the labor market.

NINTH: In addition to the submission of the **MOU**, the **WIOA Act** provides that an Infrastructure Financing Agreement (**IFA**) will be part of the **MOU**. This includes the allocation of funds for **OSC/AJC**'s infrastructure costs, as well as other additional costs that include operational costs and shared services. This **IFA** will operate independently of the **MOU**, with exclusivity to the distribution and payment of operating and infrastructure costs between the parties.

TENTH: The **WIOA** Act, supra, establishes the characteristics and responsibilities of partners committed to providing services to clients.

ELEVENTH: In accordance with the **WIOA** a One Stop-AJC was established in the **WDLA/GUAYNABO-TOA BAJA**, where services will be provided to employers, employees, job seekers and others who need services to integrate into the labor market.

TWELVE: The **OSC/AJC** occupies a commercial space at **Diaz Navarro Street, Esq. De Diego, 5th Floor Guaynabo City Hall, Guaynabo, PR**, hereinafter referred to as "**OSC-AJC**".

THIRTEENTH: The appearing parties agree to grant this Agreement under the provisions of Law No. 81, supra; and any other applicable regulatory provisions and/or statutes, in order to establish the terms under which they will share the space of the **OSC/AJC** which they do in accordance with the following:

TERMS AND CONDITIONS

FIRST: Area covered by the Agreement. WDLA/GUAYNABO-TOA BAJA leases a total area of **8,283** square feet. In relation to the **OSC/AJC**, for purposes of the programs represented, **90.68** \$ 0.60 per square foot have been identified in the OSC/AJC, for an exclusive office for AARP Foundation representative and the use of a common space of 775.46 square feet at a rate of \$ 0.60 per square foot. The total cost of rent will be one hundred and seventy dollars and seventy-two cents (\$ 170.72) per month.

SECOND: Term. The term of this IFA will be **three (3) years** from the date of its granting by both parties. It is further provided that both parties may, by mutual agreement, amend this IFA to extend its effective date, subject to availability and separation of funds, under the same clauses and conditions. Notwithstanding the foregoing, the validity shall be subject to its being duly registered and a copy thereof being sent to the Comptroller's Office.

Notwithstanding the above, both parties acknowledge that the validity and obligations arising from this IFA are conditioned on the availability and receipt of funds from the **WIOA**, and that if such funds are not received, the Board is obliged to notify **THE MEMBER** and terminate the IFA. Likewise, it is expressly agreed that the Board shall not be obliged to match ordinary funds or funds of any kind should the above-mentioned event occur. This determination not to match funds shall not be cause for **THE MEMBER** to declare non-compliance with this IFA, when the necessary funds under the **WIOA** Act are not reached.

Notwithstanding the foregoing, if the above event occurs, the provisions of this IFA shall terminate on the date of its termination.

THIRD: Cost Sharing. **THE MEMBER** shall pay the Board for the shared costs, upon presentation of an invoice (the mathematical formula of square feet occupied or in use shall be used for the award and payment of shared costs), and without any discount or deduction, as indicated below:

| Exclusive Office for The Partner | | | |
|----------------------------------|--------------------------------|-----------------|----------------------|
| Exclusive Office | 90.68p ² * \$0.60 | | 54.40 |
| Annual Cost = | | | 60,000.00 |
| Total space in square foot= | | | 8,283 p ² |
| Annual cost of square foot = | | | 0.60 |
| | | Total | \$54.40 |
| Common Areas | | | 25% |
| Common Areas | 775.46 p ² * \$0.60 | 465.28 | \$116.32 |
| Reception | 241.96 | | |
| Breastfeeding room | 77.38 | | |
| Conference Room | 200.00 | | |
| Self-Services Area | 256.12 | | |
| Total | 775.46 p² | \$465.28 | \$116.32 |

Infrastructure Financing Agreement (IFA)
Guaynabo Toa Baja Workforce Development Local Area

The costs "in kind" of any of the parties, may be recoverable in cash, as part of the agreements of the rental payments of the cost-sharing facilities.

FOURTH: Sending invoices. The Fiscal Agent will submit monthly invoices for payment of the above costs. All invoices must be sent to the following address and must contain the following certification:

AARP Foundation
1607 Ave. Ponce de Leon
Suite GM-10
San Juan, Puerto Rico 00909

"UNDER PENALTY OF ABSOLUTE NULLITY, I CERTIFY THAT NO PUBLIC SERVANT OF THIS BODY IS A PARTY TO OR HAS ANY INTEREST IN THE PROFITS OR BENEFITS OF THE CONTRACT WHICH IS THE SUBJECT OF THIS INVOICE, AND IF HE IS A PARTY TO OR HAS AN INTEREST IN THE PROFITS OR BENEFITS OF THE CONTRACT, HE HAS BEEN PREVIOUSLY RELEASED. THE ONLY CONSIDERATION FOR PROVIDING THE GOODS OR SERVICES THAT ARE THE SUBJECT OF THE CONTRACT HAS BEEN THE PAYMENT AGREED UPON WITH THE AGENCY'S AUTHORIZED REPRESENTATIVE. THE AMOUNT OF THIS INVOICE IS FAIR AND CORRECT. THE WORK HAS BEEN DONE, THE PRODUCTS HAVE BEEN DELIVERED (THE SERVICES PROVIDED) AND HAVE NOT BEEN PAID FOR".

Payments to be made by **THE PARTNER** under this Agreement shall be made from the following budget item: _____

FIFTH: Signs on the Structure. **THE PARTNER** may display a sign identifying the government program or activity taking place there, at the entrance of the leased premises, in compliance with **WIOA** regulations. **THE PARTNER** may remove the sign at the end of the **IFA**, leaving the site in its original condition.

However, the foregoing, any exterior sign to be displayed by **THE MEMBER** in the **OSC/AJC** shall be subject to prior approval by the Board, which may not unreasonably withhold such approval. Any advertisement to be displayed must have the necessary approvals and permissions.

SIXTH: Cancellation of the Agreement. This **IFA** may be terminated by either party, at its sole convenience or without cause, upon thirty (30) days written notice.


SEVENTH: The parties agree to amend the **IFA** when the needs and circumstances warrant it. This Agreement may require adjustments based on the reconciliation of projected costs to actual costs and/or minor adjustments to certain cost items. Minor adjustments should be discussed with the Partner, who agrees to such changes and be notified in writing of them.

EIGHTH: Notifications. Any notice between the parties shall be deemed to have been given if it is served by registered letter with acknowledgement of receipt at the following addresses:

Infrastructure Financing Agreement (IFA)
Guaynabo Toa Baja Workforce Development Local Area

Workforce Development Board
PO Box 7885
Guaynabo, PR 00969
Guaynabo City Hall (5to Piso)
Calle Diaz Navarro
Esq. De Diego
Guaynabo PR 00969

EIGHTH: General Dispositions.

- 
- a. The Local Board certifies that it is empowered, in accordance with the provisions of the WIOA, to grant this **IFA**. Furthermore, it certifies the legality, accuracy, correctness and propriety of all expenses that are authorized for the payment of the obligation that the parties undertake with this **IFA** and, furthermore, of all the documents that become part of this **IFA**, as well as its annexes.
 - b. All negotiations, agreements, representations and arrangements between the parties, as well as subsequent changes thereto, shall be recorded by the parties or their representatives in public or private documents in order to be effective. The invalidity or ineffectiveness of any provision of this **IFA** shall not affect the validity or effectiveness of the remaining clauses and conditions of this **IFA**.
 - c. If any word, phrase, sentence, subsection, section, clause, topic or part of the **IFA** were to be challenged for any reason before a Court and declared unconstitutional or void, such judgment shall not affect, impair or invalidate the remaining provisions and parts of the contract, but its effect shall be limited to the word, phrase, sentence, subsection, subsection, section, clause, topic or part so declared and the nullity or invalidity of any word, phrase, sentence, subsection, section, clause, topic or part in any specific case shall not in any way affect or prejudice its application or validity in any other case, except where specifically and expressly invalidated for all cases.
 - d. This **IFA** constitutes the sole understanding between the parties regarding the services described above and supersedes any other prior agreements, negotiations, understandings, and other matters, whether written or oral, regarding what has been agreed to in this **IFA**.
 - e. No service or consideration under this **IFA** may be required until it has been submitted for registration with the Office of the Comptroller, in accordance with the provisions of Law No. 18 of October 30, 1975, as amended.
 - f. Pursuant to Act No. 243 of November 10, 2006, known as the Public Policy Act on the Use of Social Security Numbers for Identification Verification, the parties agree not to disseminate, display or disclose the Federal Social Security Number used for identification purposes for other purposes not permitted by law and to make it unreadable, should any natural or legal person be provided with a copy of this **IFA**.

NINTH: PUBLIC LIABILITY INSURANCE. THE MEMBER agrees to maintain in effect with insurance companies the corresponding public liability insurance policies in the amount of up to one million dollars (\$1,000,000.00), naming as additional insured, as well as a "Save & Hold Harmless" endorsement in favor of the **WDLA/GUAYNABO-TOA BAJA** against any claim, lawsuit or action that causes bodily injury or



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property damage to others. The policy will have a 60-day notice clause in case of cancellation. **THE MEMBER** shall immediately notify the Board, by mail, of any accident in the **OSC/AJC**. **THE MEMBER** shall provide a copy of the liability insurance to the Board within thirty (30) days of the signing of this **IFA**.

Likewise, the **WDLA/GUAYNABO-TOA BAJA** agrees to maintain in effect with insurance companies the corresponding public liability insurance policies in the amount of up to one million dollars (\$1,000,000.00), naming as additional insured, as well as a "Save & Hold Harmless" endorsement in favor of **THE MEMBER** against any claim, lawsuit or action that causes bodily injury or property damage to others. Such policy shall have a 60-day notice clause in case of cancellation. **THE MEMBER** shall promptly notify the Board, by mail, of the receipt of any claim against or involving **THE MEMBER**. The **Fiscal Agent** will provide a copy of **THE MEMBER'S** liability insurance within thirty (30) days of the signing of this Agreement.

In addition, the **Fiscal Agent** shall maintain fire, earthquake and hurricane insurance ("Hazard Insurance") on the building in which **OSC/AJC** is located. For such purposes, **THE PARTNER** shall refrain from carrying out in the **OSC/AJC** any activities or practices that may result in an increase in the fire insurance premiums, or any insurance policy in relation to the Building or the Leased Space. No smoking, hazardous materials, chemicals, toxics, explosives, or flammable liquids will be allowed in the Leased Space.


TENTH: Non-Discrimination. In accordance with current regulations, we certify that:


"THE PARTIES agree not to discriminate against any employee or candidate for employment in connection with this Agreement on the basis of race, color, gender, age, religious belief, birth, ethnic or national origin or identification, political ideology, physical or mental disability, socioeconomic status, victim of domestic violence, veteran status, sexual orientation, gender identity, or immigration or marital status of the parties. Similarly, they are committed to promoting an environment free of sexual harassment."


ELEVENTH: Ministry of the Interior.

Termination Clause: Memorandum 2017-001 Circular Letter 141-17 Secretariat of the Interior and PMO January 30, 2017.

The Secretary of the Interior shall have the authority to terminate this contract at any time.

Interagency Services Clause: Both contracting parties recognize and agree that the contracted services may be provided to any entity of the Executive Branch with which the contracting entity enters into an Interagency agreement or by direct disposition of the Ministry of the Interior. These services will be performed under the same terms and conditions regarding working hours and compensation set forth in this contract. For purposes of this clause, the term "Executive Branch entity" includes all the agencies of the Government of Puerto Rico, as well as the instrumentalities and public corporations and the Governor's Office.

In relation to the preceding clause, it is clarified that both contracting parties recognize that the prices in this contract were established based on the specifications and modifications requested by **THE PARTNER**, which include processing method, file scheduling and transaction volumes. Any processing, validation or change requested not contemplated in such specifications will incur additional costs.

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TWELVE: Comptroller's Register: A copy of this IFA is sent to the Comptroller's Office, in accordance with Act No. 18 of 30 October 1975, and to the Treasury Department, in accordance with Circular Letter 1300-03-11. No benefit or consideration under this Agreement shall be required until it has been filed for registration with the Office of the Comptroller pursuant to Act No. 18 of October 30, 1975, as amended.

AND FOR THE PURPOSE OF THIS AGREEMENT, the parties hereby sign this IFA, in Guaynabo, Puerto Rico, this 4 day of October of, 2023.

CSH

QR
[Signature]

DocuSigned by:
Patricia D. Shannon
714F526222E7464
Trish Shannon
SVP & Chief Financial Officer
SSP: 52-0794300

[Signature]

Oriel Ramírez Rodríguez
WDB President

[Signature]

Hon. Edward A. O'Neill Rosa
Chief Elected Official
WDLA Guaynabo-Toa Baja
SSP: 66-0433495

[Signature]

Cely Ines Torres Aviles
Executive Director/Fiscal Agent
WDLA Guaynabo-Toa Baja

[Signature]