

**GOVERNMENT OF PUERTO RICO
LOCAL WORKFORCE DEVELOPMENT AREA
MANATI/DORADO
LOCAL WORKFORCE DEVELOPMENT BOARD**

**MEMORANDUM OF UNDERSTANDING (MOU) AND INFRASTRUCTURE
FINANCING AGREEMENT (IFA)**

AARP FOUNDATION

2023-000091

APPEAR

PART ONE: THE MANATI/DORADO LOCAL WORKFORCE DEVELOPMENT AREA (ALDL) and THE MANATI/DORADO LOCAL WORKFORCE DEVELOPMENT BOARD, UNDER THE WORKFORCE OPPORTUNITY AND INNOVATION ACT (WIOA). The Local Board is represented in this act by its President, Miguel Vega Rivera, who is of legal age, rancher, married and neighbor of Florida, Puerto Rico, and the Board of Directors of Mayors is represented in this act by its President, Hon. María M. Vega Pagan, who is of legal age, executive, single and neighbor of Vega Alta, Puerto Rico; hereinafter referred to as the "ALDL/Manati/Dorado".

OF THE SECOND PART: AARP FOUNDATION, INC., a foreign non-profit corporation authorized to do business in Puerto Rico, with registration number 302, serving the needs and interests of persons over fifty-five (55) years of age, authorized and represented by Demetrios Antzoulatos, VP of Finance, Grants and Operations of legal age, married and resident of Washington DC, as a requested partner, hereinafter referred to as the "AARP Foundation".

The participants reaffirm their personal circumstances, mentioned above, and claim to have the necessary faculty and authorization to sign this **Memorandum of Understanding** (hereinafter "MOU") and **Infrastructure Financing Agreement** (hereinafter "IFA") in the character they do and are willing to demonstrate it where and when necessary, so by virtue freely and voluntarily:

EXPOSED

On July 22, 2014, the Workforce Opportunity and Innovation Act (WIOA PL 113-128) went into effect, designed to help job seekers access job opportunities, educational development, training, and support services. It is designed to help job seekers access job opportunities, educational development, training, and support services, to perform effectively in the labor market, and to align employers with the skilled and prepared workers they need to compete effectively in today's productive markets.

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WIOA establishes in Section 121(c) as well as in its bylaws all provisions related to the establishment of a Memorandum of Understanding (MOU) between the Local Workforce Development Board of the Workforce Development System and the Mandatory Partners of the System, duly identified in Section 121 of WIOA. Subject to the foregoing, the represented parties agree to enter into the following MOU subject to the following provisions:

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PART I: PROGRAMMATIC MATTERS

SECTION I: PURPOSE OF THE MOU

The purpose of this MOU is to establish a collaborative working relationship between the parties and define their respective roles and responsibilities in achieving the strategic goals and objectives established by the System. The MOU also serves to establish the framework for the provision of services required by employers, employees, unemployed and other segments of the population in need of workforce development services. The Manati/Dorado Local Labor Development Area is a Local Area recognized under WIOA provisions by the State Labor Development Board and administers the Single Management Center (CGU) corresponding to the Workforce Development

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System. At CGU, the service programs that make up the center become partners, with the goal of making service activities available to eligible populations and addressing the workforce development needs that exist in the geographic area where services are provided.

SECTION II: PROVISIONS OF APPLICABLE LAW AND REGULATIONS

This MOU is developed and formalized following the provisions contained in the following state statutes, regulations and public policies:

1. WIOA, Section 121(c)(2);
2. WIOA Final Regulations, 20 CFR Parts 601, 651, 652;
3. Circular Letter WIOA-01-2017- Memorandum of Understanding (MOU).

SECTION III: PROGRAMS APPEARING IN THE MOU

This agreement was formalized by the Manati/Dorado Local Workforce Development Area and its Local Workforce Development Board, for individuals who will receive the services offered by the AARP Foundation, which is a partner required by the Workforce Opportunity and Innovation Act (WIOA) section 121(b)(1)(B)(ix).

SECTION IV: ROLES AND RESPONSIBILITIES OF THE MANDATORY PARTNER OF THE WORKFORCE DEVELOPMENT SYSTEM

The roles and responsibilities of the partner in this agreement are defined in Section 121(b) of WIOA. Now we present and include them as part of this MOU:

1. Provide access to the programs and activities described in this MOU offered through the Workforce Development System UGC, including professional services described in Section 134(c)(2) of the WIOA;
2. Use a portion of the funds allocated for the programs and activities described in Section V of the MOU to subsidize the costs of operating the Local Workforce Development System UGC, including payment of costs associated with the CGU's service infrastructure, as provided in Section 121(h) of the WIOA Act;
3. Establish an MOU with the Manati/Dorado Local Labor Development Board to define the operational aspects and in compliance with the requirements set forth in Section 121(c) of the WIOA;
4. Participate in the operation of the Manati/Dorado Local Workforce Development Area CGU in accordance with the terms of the MOU, the provisions of Title I of the WIOA Act, and the provisions of federal laws giving rise to the applicable programs and activities.
5. Comply with the standards of participation and communication aimed at the excellence of the services of the CGU.



SECTION V: DESCRIPTION OF SERVICES AVAILABLE IN THE MANATI/DORADO LOCAL WORKFORCE DEVELOPMENT AREA CGUL

The general services available in the CGUL of the Manati / Dorado Local Labor Development Area will be:

1. Determination of eligibility for services under WIOA Title I adult, worker, or youth program activities or Employment Service program activities, candidate advocacy and search, admission, and informational guidance on the range of services available at the CGUL.



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2. Initial assessment of the person's skill levels, including aspects of literacy, numeracy and English language proficiency, as well as an initial assessment of skills, attitudes and support service needs;
3. Ticket to Work service, including job search and placement services, and when an individual need it, career advisory services, including the provision of information on industry sectors and occupations in demand; and providing information on non-traditional employment opportunities;
4. Services with referrals and coordination of service activities with other programs available at the CGUL, such as Partner Programs and, if applicable, other workforce development programs;
5. Information on labor market characteristics and conditions, including statistical information on the local, regional and state labor market, such as
 1. List of vacant occupations in the labor markets;
 2. Information about the job skills needed to obtain a job described in the Open Occupations List;
 3. Information related to occupations in demand in labor markets and income levels, skills required and opportunities to access and obtain these occupations;
6. Provide information on unemployment levels and costs of training activities of service providers;
7. Provide information on the level of unemployment of the Local Area in the corresponding performance measures, as well as any other unemployment information related to the Local Area CGUL;
8. Provide information on available support and assistance services and due process for referral;
9. Assistance in meeting eligibility requirements for programs that provide financial assistance for educational activities.

RESPONSIBILITIES AND SERVICES OF THE EMPLOYMENT PROGRAM FOR OLDER ADULTS OF THE AARP FOUNDATION WITHIN THE FRAMEWORK OF ITS PARTICIPATION IN THE CGUL

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As a required partner, your representative present at the CGUL will provide guidance on all services available through their programs, with the alternatives described below. You agree to offer the following services in the CGU:

1. Counseling for economically disadvantaged people age 55 and older from the AARP Foundation's SCSEP program.
2. Determine eligibility based on criteria established by the program.
3. Train them in work environments in government, public and non-profit agencies.
4. Help program participants manage and find employment by improving their resume and job search techniques.
5. Promote participants in the world of work.
6. Train them for their own job promotion.
7. Incentives for employers.

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SECTION VI: TITLE I-B RESPONSIBILITIES UNDER YOUTH, ADULTS, AND POSTED WORKER PROGRAMS

This program will offer its services after receiving the general services of the CGUL that include those of the Partner in this agreement. The services of Title I-B are the following:

Individualized Career Services

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Individualized career services should be available to individuals if they are determined to be required to obtain or retain employment. These include the following services:

1. Service Needs Assessments and Specialized Skill Level for Adults and Displaced Workers, Section 134(c)(2) and (c)(3). To meet some of these requirements, the use of assessments is necessary. To avoid duplication of services, WIOA contains a clause that allows the use of previous evaluations of other programs. The GGUL Operator must determine whether the assessments are adequate and must have been completed within the previous six months.
2. Development of an individual work plan to identify appropriate employment objectives and services for the participant to achieve their employment goals, including a list of information about eligible providers.
3. Counseling groups.
4. Individualized advice.
5. Career Planning.
6. Short-term pre-vocational services, such as the development of learning skills, communication, interview techniques, punctuality, personal and professional behavioral skills, services to prepare people for unsubsidized employment.
7. Internships and employment experiences that are linked to careers.
8. Preparation activities for employment.
9. Financial education services as described in Section 129(b)(2)(D) of the WIOA.
10. Assistance in finding employment outside the area and assistance with relocation.
11. English language learning and integrated education and training programs.

Training Services

The WIOA Act is designed to increase access for training participants. The services available after the development of an Employment Plan are intended to prepare individuals to enter the workforce and retain employment. Activities that may be available according to the strategies described for the individual are:

1. Training in Occupational Skills.
2. On-the-Job Training (OJT), including non-traditional jobs.
3. On-the-Job Training (OJT).
4. Training for workers in accordance with WIOA Section 134(d)(4).
5. Training for relevant workers under WIOA Section 134(d)(2)
6. Job training and cooperative education programs.
7. Training programs in the private sector.
8. Upgrading skills or retraining and retraining
9. Commercial Training
10. WIOA Section 134(d)(5) Transition Jobs
11. Job readiness training or job training in combination with other training described above
12. Literacy and adult education activities, including English language acquisition activities and integrated education and training programmers
13. Personalized training with an employer's commitment to employ a person upon completion of the training.

SECTION VII: REQUIRED REPORTS

1. AARP Foundation, a program partner, will provide a quarterly report that will include:
 1. Number of participants oriented about your program through CGUL;
 2. Number of participants referred for the service;
 3. Amount of time spent on the CGUL.

SECTION VIII: RESPONSIBILITIES OF THE PARTNERS IN RELATION TO THE FUNCTIONING OF THE CGUL

It is the responsibility of the Partners to be an active part of the service activities in the CGUL, then the responsibilities:

1. The partner appearing at this MOU undertakes to actively participate in the planning processes, development of work plans and modifications to work plans related to the operation of the CGUL.
2. The partner appearing at this MOU agrees to make an access point to services available to job seekers or to enhance their occupational skills through training services. The CGUL of the Manati/Dorado Local Labor Development Area will serve as an alternative center for the clientele of both partners to access their services and to access the services that mandatory members have available to the population of the area.



SECTION IX: METHODS OF REFERRAL

The CGUL Operator shall be responsible for the referral of individuals who may benefit from the obligated partner's program and any other partner program.

SECTION X: SERVICE PRIORITY FOR PEOPLE WITH BARRIERS TO EMPLOYABILITY

For the purposes of this MOU, the following definition is adopted for a person with barriers to employability, as included in Section 3(24) of the WIOA.

People with barriers to employability will be considered people who are part of the following population segments:

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1. Posted domestic worker.
 2. Low-income people.
 3. People with disabilities, including youth who are people with disabilities, as defined in Section 3 of the Americans with Disabilities Act (ADA).
 4. People over 55 years old.
 5. Former lawbreakers.
 6. Homelessness, as defined by the Violence Against Women Act of 1994, or homeless children or youth, as defined by the McKinney-Vento Homeless Assistance Act.
 7. Young people who are in the foster care system or who have reached the age of majority to leave the system.
 8. Individuals who are learning English, individuals with low levels of literacy, and individuals facing substantial cultural barriers.
 9. Eligible migrant workers, as defined in Section 167(i) of the WIOA Act
 10. Individuals who are within two (2) years of exhausting their lifetime eligibility under Part A of Title IV of the Social Security Act (TANF Program).
 11. Single parent, including a pregnant woman.
 12. Unemployed for a long time.
 13. Those other groups determined by the Governor that present barriers to employability.
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In order to ensure compliance with the provisions of Section 134(c)(3)(E) of the WIOA, which requires the prioritization of adult participants to receive career services and individualized training, the following order of priority is established for the provision of career and training services.

1. Participants in public benefit program attendance.
2. Other segments of the low-income adult population that have an additional condition that defines them as barriers to employability, as described in section X of this MOU.
3. Adults with deficiencies in basic skills.

Veterans and their eligible spouses have high priority for services under all federally sponsored training and employment programs, including WIOA. However, where there is an order of priority of services established by legal requirements, as is the case for the population groups described above in WIOA, the following will be the order of priority applicable at the time a veteran and his/her eligible spouse apply for services in the Manatee/Dorado Local Workforce Development Area CGUL .

- 1) An adult veteran and his/her eligible spouse who are included in the priority groups established by WIOA.
- 2) An adult who is not a veteran and is included in the priority groups established by the WIOA.
- 3) An adult veteran and eligible spouse not included in the priority groups established by WIOA.
- 4) Those adults who are not included in the priority groups established by WIOA.

The mandatory member listed in this MOU certifies that all its policies, procedures, programs, activities, services, and physical facilities comply with the provisions of the Americans with Disabilities Act of 1990, as amended, to provide equal access to individuals with disabilities.

SECTION XI: USE OF SHARED TECHNOLOGY SYSTEMS AND SYSTEM SECURITY

The WIOA establishes the use of technological systems as one of the critical elements for all possible aspects of information sharing, including participant tracking activities, the common request and case management process, programmatic reporting, and data collection processes. It has also been established in the Unified Plan of Puerto Rico to have common information systems.

To support the use of existing technological resources and maximize the operation of the Local Labor Development System, the obligated partners agree:

1. Comply with the provisions applicable to maximizing the use of technology in the service processes to the participants served established by the WIOA Act and other legislation and regulations applicable to the programs and activities corresponding to the partners;
2. Comply with the principles of common reporting and exchange of information through electronic mechanisms, including technology sharing;
3. Promote the exchange of information between both partners, complying with the requirements of permissibility and confidentiality of their programs, using technological mechanisms;
4. Keep all files and information about CGU participants in the Local Workforce Development System and Mandatory and Optional Partners, including service requests, eligibility determinations, referral records or other documents arising from the agreements set forth in this MOU, in strict confidence and use them exclusively, for purposes related to the services provided;
5. Develop improvements to available technological applications to facilitate interfaces for common information needs among members; and
6. Understand that security arrangements for technology systems and applications must be agreed by both partners on a mandatory basis.

SECTION XII: SHARED TRAINING AND COMMUNICATION WITH THE LOCAL BOARD

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1. CGUL-AJC partners will encourage, accommodate staff, and/or provide training, as deemed necessary, to ensure that all staff are familiar with all programs or agencies represented at CGUL-AJC and thereby integrate services, reduce duplication, and improve the customer service system.
2. The Local Board and the CGUL-AJC operator will coordinate the shared training and work with partners to accommodate them in such training.
3. Training will be provided at least two (2) times a year.
4. The Agricultural Worker Training and Employment Program may participate in the Operational Committee of the Single Management Labor System of the Local Board.
5. This committee has been created to seek strategies to improve the services of the CGUL and develop its resources.

SECTION XIII: CONFIDENTIALITY ITEMS

Both partners agree to comply with the provisions relating to the confidentiality elements of the WIOA, as well as any laws and regulations applicable to the programs they represent, to ensure the following:

1. All official documents related to participants served through the programs, activities and services provided in the Local Employment Development System's CGU will be confidential and may not be provided for review or examination for any purpose unrelated or unrelated to the provision of the corresponding services under this MOU:
2. No person shall make public, disclose or authorize, cause to be published, disclose or use, any confidential information of the applicants, participants or clients in general of the mandatory partner programs, unless a specific authorization for these purposes is signed, on a voluntary basis, by the participant or client;
3. Both partners agree to comply with the confidentiality provisions currently applicable to their respective laws and regulations and will share such information as is necessary for the administration of the program, as permitted by such laws and regulations. Therefore, the mandatory partners agree to share client information necessary for the provision of services related to client assessment, client universal access, referral to training programs or activities, referral to job placement or job skills development activities, and other types of services necessary for the purposes of the employability programs or support services.



Client information will be shared only for purposes of enrollment, referral or service provision. In exercising their responsibilities, each mandatory partner will respect and comply with the confidentiality policies applicable to each mandatory partner.

SECTION XIV: GRIEVANCE PROCESS

The partners agree to establish and maintain a procedure for handling complaints, using the provisions of the WIOA. The procedure for dealing with complaints will be applicable both to clients of the Local Development System and to CGU partners. This procedure will allow the client or entity filing the complaint to exhaust all administrative remedies in order to receive a fair and complete process of administrative hearings and resolutions for the complaint filed.

In addition, the partners agree to establish an open and direct communication process to solve, in a collaborative manner and with the least possible intervention, any problem that may arise in relation to the provision of services through the Local Labor Development System.



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PART II: INFRASTRUCTURE FINANCING AGREEMENT

SECTION I: In addition to the establishment of an MOU among the partners, the **Workforce Development Program (WDP)** determined the granting of an Infrastructure Financing Agreement (IFA) between the **ALDL/Manati/Dorado** and the **AARP Foundation or PARTNER** for the allocation of funds for the use of infrastructure costs.

SECTION II: The **WIOA** law, supra, establishes the characteristics and responsibilities of the partners committed to provide services to the clients.

SECTION III: Pursuant to the foregoing, the parties agreed to establish an Integrated Service Center, where the **AARP Foundation or PARTNER** will provide the services inherent in its Program, while the **ALDL/Manati/Dorado** will provide **WIOA Title I-B** services.

SECTION IV: The **ALDL/Manati/Dorado** occupies a commercial space in the Municipality of Barceloneta, hereinafter referred to as the "Building". Here are located the offices of the **CGUL-AJC** of the **ALDL/Manati/Dorado**.

SECTION V: The participants agree to grant this Infrastructure Financing Agreement under the provisions of Article 1.008 (p) of Law No. 107-2020, known as the Municipal Code of Puerto Rico and any other applicable regulatory provision and / or statute, with the objective of establishing the terms under which they will share the space of the Single Labor Management Center, which they do in accordance with the following:

Terms and Conditions

SECTION I: RESPONSIBILITIES OF THE AARP FOUNDATION AS AN OBLIGATED PARTNER IN RELATION TO THE OPERATION OF THE CGUL

The following are the responsibilities of the **AARP Foundation** as a Mandatory Partner in the process of operating the **CGUL-AJC** and being an active part of the service activities therein:

1. Actively participate in the processes of planning, development of work plans and modifications to work plans related to the operation of the **CGUL**.
2. Make **CGUL-AJC** an access point to services available to people seeking employment or improving their occupational skills through training services. The **CGUL-AJC** will serve as an alternate of the **PARTNER** so that its clients accesses its services and also access the services that the mandatory partners have available to the population.

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SECTION II: SERVICES TO BE OFFERED BY THE SECOND PARTY OR PARTNER IN THE CGUL-AJC

The Second Party or Partner, as the representative of the **Olders Americans Act of 1965, Title V**, in Puerto Rico, at **CGUL-AJC**, will offer guidance to clients on all services available through its program as described below.

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SECTION III: RESPONSIBILITIES OF THE AARP FOUNDATION OR UNDER ITS PARTICIPATION IN THE CGUL-AJC

This program will offer its services upon receipt of the general services of the Single Management Center that include those of the Partner in this agreement. As a core member, the representative of the **AARP FOUNDATION OR PARTNER** present at the **CGUL-AJC**, will offer guidance on all the services available through its program, which are the following:

1. Interviews of economically disadvantaged individuals aged 55 and over to lead them to employment.
2. Assist eligible individuals in managing and searching for employment by improving their resume and job search techniques.
3. Interview individuals eligible to be admitted to government, public, and nonprofit agencies for eighteen (18) weekly hours with compensation of eight dollars and fifty cents (\$8.50) per hour or the prevailing federal minimum hourly wage according to available budget.
4. Promote customers with potential in the world of employment.
5. Train them for their own employment promotion.

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

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SECTION IV: Itinerary of visits and schedule of the Title V Member AARP Foundation of Puerto Rico

The officials representing **THE AARP FOUNDATION OR PARTNER**, OBJECT OF THIS MOU, WILL OFFER THEIR SERVICES ON THE LAST Tuesday of the month from 8:00 am to 12:00 pm as established.

SECTION V: Referral Process

The parties to this agreement undertake to jointly develop and implement acceptable processes for the referral ordered from customers to services provided by CGUL-AJC Partners or not provided in the latter.

1. The referral process will always be customer-centered and provided by properly trained personnel in customer service.
2. The referral of customers to the different programs may be made electronically, by means of said writing, or through any other means determined by the CGUL-AJC Operator, in collaboration with the partners. An acceptable referral process and the consequent forms or forms shall be adopted by all parties to this agreement with the commitment to evaluate this process and modify it in tune with changes in day-to-day needs, to incorporate improvements.
3. The parties shall provide cross-trained personnel with all services offered at the CGUL-AJC, as well as the spectrum of services available at the agencies they represent. This so that the referrals that are made are adequate.
4. The Participant Registration Information System (PRIS) established by the Workforce Development Program (PDL) will be used for the collection of client information, evaluation, referral and follow-up of job seekers visiting the CGUL-AJC.

SECTION VI: Space object of the Agreement. The ALDL/Manati/Dorado leases a total area of 9071 square feet in the Building and has provided **THE AARP FOUNDATION OR PARTNER** with an area, which represents a unique space to use. Of these, 50 square feet have been identified for the exclusive use of the different activities inherent to **THE AARP FOUNDATION OR PARTNER**, AS THESE HAVE BEEN AND / OR ARE ASSIGNED BY Law and / or Regulation. Additionally, **THE AARP FOUNDATION OR PARTNER** will use 1,151 square feet of common areas.

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SECTION VII: Term. The term of this MOU/IFA will be three (3) years from the date of its granting until October 4, 2025. It is also provided that both parties may, by mutual agreement, amend this MOU/IFA to extend the effective date of this, subject to availability and separation of funds, under the same clauses and conditions. Notwithstanding the foregoing, the validity will be subject to the fact that it is duly registered and that a copy of it is sent to the Office of the Comptroller.

Notwithstanding the foregoing, both parties acknowledge that the validity and obligations arising from this MOU/IFA are conditioned on the availability and receipt of funds from the WIOA Law, providing that if they are not received, the LOCAL BOARD is obliged to notify in writing the **AARP FOUNDATION OR PARTNER** and will terminate the IFA. Likewise, it is expressly agreed that it will not be the obligation of the ALDL/Manati/Dorado to match with ordinary funds or of any kind, if the above assumption occurs.

In accordance with the foregoing, if the above assumption occurs, the provisions of this IFA will terminate on the date of its resolution.

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SECTION VIII: COST-SHARING

1. The Manati/Dorado Local Labor Development Area will be a participant location center. **THE SECOND PARTY OR PARTNER** will provide the ALDL/Manati/Dorado with participants of the SCSEP program as support in the Human Resources workforce through Senior Community Service Program (SCSEP) grant.
2. **THE SECOND PARTY OR PARTNER** will make direct grant payment to assigned participants through grant payroll, processed from AARP Foundation Head Quarter on a biweekly basis at a rate of 72 hours per month for an hourly grant of \$8.50 per person.

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CGUL-AJC-Manatí-Dorado	
1. MAINTENANCE MONTHLY	\$ 522.00
2. RECEPTION MONTHLY	\$ 522.00

3. This Infrastructure Agreement shall be established In-Kind as set forth in 20 CFR 678.720.

SECTION IX: Sending payrolls of participants to THE AARP FOUNDATION. The ALDL/Manatí/Dorado will submit payrolls biweekly for the payment of subsidy to the program participants assigned to the Manatí-Dorado Single Labor Management Center. All payrolls must be sent to the following address, fax or email. The following information should be included:

AARP Foundation
 Urb. Atenas
 Elliot Velez St. B-43
 Manatí, Puerto Rico 00674
 Fax: 1-888-216-1800
 1-866-949-1389
 Email: rcarnerobeaton@aarp.org

"UNDER PENALTY OF ABSOLUTE NULLITY, I CERTIFY THAT NO PUBLIC SERVANT OF THIS AGENCY IS A PARTY TO OR HAS ANY INTEREST IN THE PROFITS OR BENEFITS RESULTING FROM THE CONTRACT OBJECT OF THIS INVOICE, AND IF HE IS A PARTY OR HAS AN INTEREST IN THE PROFITS OR BENEFITS RESULTING FROM THE CONTRACT, HE HAS MEASURED A PRIOR DISPENSATION. THE ONLY CONSIDERATION FOR SUPPLYING THE GOODS OR SERVICES COVERED BY THE CONTRACT HAS BEEN THE PAYMENT AGREED WITH THE AGENCY'S AUTHORISED REPRESENTATIVE. THE AMOUNT OF THIS INVOICE IS FAIR AND CORRECT. THE WORK HAS BEEN DONE, THE PRODUCTS HAVE BEEN DELIVERED (THE SERVICES RENDERED) AND HAVE NOT BEEN PAID."



SECTION X: Labels on the Structure. THE AARP FOUNDATION OR PARTNER may display a sign identifying the government program or activity carried out there, at the entrance of the leased premises, complying with the regulations of the WIOA law. THE AARP FOUNDATION OR PARTNER may remove the sign at the end of the IFA, leaving the facilities in its original condition.

Notwithstanding the foregoing, any outside announcement to be displayed by THE AARP FOUNDATION OR PARTNER in the Building will be subject to prior approval by the Local Board, who may not unreasonably deny it. Any announcement to be deployed must have the necessary approvals and permissions.

SECTION XI: Termination of Agreement. This MOU/IFA may be terminated by either party, at its sole convenience or without cause, upon thirty (30) days' written notice.

SECTION XII: The parties agree to amend the MOU/IFA when needs and circumstances warrant it. This Agreement may require adjustments based on reconciliation of projected costs relative to current expenses and/or minor adjustments in certain cost items. Minor adjustments must be discussed with the Partner, who agrees to such changes and be notified in writing.



SECTION XIII: Notifications. Any notification between the parties shall be deemed to have been made if it is served by registered post and acknowledgement of receipt at the following addresses:

LOCAL WORKFORCE DEVELOPMENT BOARD
TÍTULO V PROGRAM
 P.O Box 1944
 Barceloneta, Puerto Rico 00617
 Tel. (787) 665-0144

AARP Foundation
 Urb. Atenas
 Calle Elliot Vélez B-43
 Manatí, Puerto Rico 00674
 Tel. 787-369-3610

SECTION XIV: General Provisions.



1. The **ALDL/Manati/Dorado** certifies that it is empowered, in accordance with the provisions of Law 107 Article 1.008 (p) of 2020, as amended, known as the Municipal Code of Puerto Rico, to be able to grant this **MOU/IFA**. In addition, it certifies the legality, accuracy, correctness and ownership of all expenses that are authorized for the payment of the obligation that the parties are bound by this **MOU/ IFA**.
2. All negotiations, agreements, representations and agreements entered into 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 make them effective. The invalidity or ineffectiveness of any provision of this **MOU/ IFA** shall not affect the validity or enforceability of the other terms and conditions of this **MOU/IFA**.
3. If any word, phrase, sentence, subsection, section, clause, topic or part of the **MOU/ IFA** is 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, subsection, clause, topic or part in any specific case will not affect or prejudice in any way its application or validity in any other case, except when specifically and expressly invalidated for all cases.
4. This **MOU/IFA** constitutes the sole understanding between the parties on the services described above and supersedes any other prior agreements, negotiations, understandings and other matters, whether written or verbal, on what is set forth in this **MOU/ IFA**.
5. No benefit or consideration covered by this **MOU/ IFA** may be required until it has been filed for registration with the Office of the Comptroller, in accordance with the provisions of Law No. 18 of 30 October 1975, as amended.
6. Under Act No. 243 of 10 November 2006, known as the Public Policy Act on the Use of Social Security Number as Verification of Identification, the parties agree not to disseminate, display or disclose the Federal Social Security number used to identify them for other purposes not permitted by law and to make it illegible, in the event that a copy of this **MOU/IFA** is provided to any natural or legal person.

SECTION XV: PUBLIC LIABILITY INSURANCE. THE AARP FOUNDATION OR PARTNER undertakes to maintain in force 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 an endorsement of "Hold Harmless Agreement" in favor of **ALDL/Manati/Dorado** against any claim, suit or action that causes bodily injury or damage to the property of others. This policy will have a 60-day notice clause in case of cancellation. **THE AARP FOUNDATION OR PARTNER** will immediately notify the **ALDL/Manati/Dorado**, by mail, of an accident occurring in the leased space. **THE AARP FOUNDATION OR PARTNER** will deliver a copy of the liability insurance to the **ALDL/Manati/Dorado** within thirty (30) days of signing this **MOU/IFA**.

Similarly, the **ALDL / Manati / Dorado** is obliged to maintain in force 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 an endorsement of "Hold Harmless Agreement" in favor of **THE AARP FOUNDATION OR PARTNER** against any claim, Lawsuit or action that causes bodily injury or damage to the property of others. Such policy will have a 60-day notice clause in case of cancellation. **THE AARP FOUNDATION OR PARTNER** will immediately notify the **ALDL/Manati/Dorado**, by mail, of receiving any claim against or that includes **THE AARP FOUNDATION OR PARTNER**. The **ALDL/Manati/Dorado** will provide a copy of the liability insurance to **THE AARP FOUNDATION OR PARTNER** within thirty (30) days of signing this **MOU/AFL**.

In addition, it is established that the landlord who owns the building that has leased the **ALDL / Manati / Dorado**, has a fire insurance, earthquake and hurricane ("Hazard Insurance"). For such purposes, **THE AARP FOUNDATION OR PARTNER** will refrain from carrying out in the leased space activities or practices that could result in an increase in fire insurance premiums, or from any insurance policy in relation to the building or leased space. Smoking, storing hazardous, chemical, toxic, explosive or flammable liquids will not be allowed in the leased space.

SECTION XVI: Non-discrimination. In accordance with current regulations, we certify that: **"THE PARTIES** agree not to discriminate against any employee or candidate for employment related to this **MOU/IFA** on the basis of race, color, gender, age, religious belief, birth, ethnic or national origin or identification, political ideology, physical or mental disability, socioeconomic

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status, having been a victim of domestic violence, veteran status, sexual orientation, gender identity, or immigration or marital status of the parties. Likewise, they are committed to promoting an environment free of sexual harassment."

SECTION XVII: Comptroller's Registry. The ALDL/Manati/Dorado shall transmit a copy of this MOU/IFA to the Office of the Comptroller, in accordance with Law No. 18 of 30 October 1975. No performance or consideration covered by this Contract may be required until it has been submitted for registration with the Office of the Comptroller or under the provisions of Act No. 18 of 30 October 1975, as amended.

(Here it is the Local Area that will have to file the MOU/IFA since the Second Part is a private entity.)

SECTION XVIII: OTHER PROVISIONS AND REQUIREMENTS

Environment Free of Alcohol, Drugs and Sexual and/or Workplace Harassment

On November 28, 1988, the United States Congress passed the Drug Free Workplace Act (41 United States Code, § 701 - 707). Under this Act, no entity contracting with or receiving funds from the Federal Government may participate in these benefits unless it expressly establishes a policy and system to ensure that the workplace is free from illegal possession, use, distribution, or trafficking in controlled substances. The state entity that does not comply with this policy established in said Federal Law, may be excluded from the aforementioned federal benefits. Therefore, the Local Area expressly adopts the provisions of the Federal Law on Drug-Free Work Centers and incorporates all its policy and requirements in this MOU/IFA.

Record keeping

The operator of the Manati/Dorado Single Management Center American Job Center (AJC) will be responsible for all files related to the administration and operation of the CGUL-AJC.

Exclusion and Suspension

The parties to this MOU agree to comply with the Disqualification and Suspension provisions as set forth in 20 CFR Part 252 et seq.

Strict Requirements Policy

All partners agree to observe the strictest term at any point in the MOU where different criteria apply, provided that it does not conflict with federal and/or state provisions.



Transferability of the MOU/IFA

This MOU/IFA shall remain in full force and effect until the designation of the operator CGUL-AJC. The designated operator of the CGUL-AJC will assume the role of the Local Board as appropriate in areas such as operational responsibility, record keeping, reporting, performance measures, continuous improvement and standards.



Related to discrimination, conflict resolution and support in all collaborative efforts, as described in this MOU.

SECTION XIX: EFFECTIVE DATE OF THE MOU/IFA

The effective date of this MOU/IFA will be from the day of its granting until October 4, 2025.

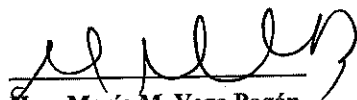
SECTIONS XX: AMENDMENTS AND MODIFICATIONS TO THE MOU/IFA

This MOU/IFA constitutes the general agreement between all parties appearing. No agreement taken outside that MOU represents a binding condition of performance for the parties. This MOU/IFA may be modified, amended or revised, as necessary, by mutual agreement of all parties and by establishing an amendment signed and granted by the parties.

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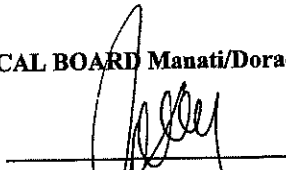
AND FOR THE RECORD, the parties subscribe to this MOU/IFA, in Barceloneta, Puerto Rico, today February 14 of 2023.

ALDL Manatí/Dorado



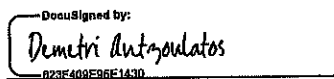
Hon. María M. Vega Pagán
President
Board of Directors of Mayors
SSP: 66-0494316

LOCAL BOARD Manatí/Dorado



Mr. Miguel Vega Rivera
President
Local Workforce Development Board
SSP: 66-0494316

AARP FOUNDATION, INC.

DocuSigned by:


Mr. Demetrios Antzoulatos
VP Finance, Grants & Operations
SSP: 52-0794300
Email: deantzoulatos@aarp.org



Oficina del Contralor
Datos del Contrato Registrado

24 feb. 2023 09:59 a.m.

Entidad

4947 | Área Local de Desarrollo Laboral de Manatí/Dorado
(ALDL Manatí-Dorado)

Representante

MARÍA MERCEDES VEGA PAGÁN - PRESIDENTA
JUNTA DE DIRECTORES DE ALCALDES

Número del Contrato

2023-000091

Fecha de Otorgamiento

14 feb. 2023

Vigencia Desde - Hasta

14 feb. 2023 - 04 oct. 2025

Categoría y Tipo de Servicio

17-ACUERDOS FINANCIEROS Y NO FINANCIEROS | 17.0004-ACUERDOS DE INTERCAMBIO DE VALORES

Cuantía a Pagar/Recibir

-

Fondo

-

Contrato de Privatización

No

Dispensa

No Aplica

En Ciudad

Barceloneta

Firmado en

Puerto Rico

Con Documento

Sí

Cancelación Efectiva

-

Contratista

AARP FOUNDATION, INC.

Representante

DEMETRIOS
ANTZOULATOS

Correo Electrónico

DEANTZOULATOS@AARP.
ORG

Partidas Presupuestarias

Descripción

Fecha y Hora de Registro

24 feb. 2023 09:03 a.m.

Número Registro

1378513

Fecha de Vencimiento

03/01/2023

Oficial de Enlace

Waleska Antonsantí Cintrón

24 feb. 2023 09:59 a.m.

1378603

03/26/2023

Waleska Antonsantí Cintrón