

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


**INFRASTRUCTURE FINANCING AGREEMENT (IFA) AND RESOURCE ALLOCATION
LOCAL AREA OF LABOR DEVELOPMENT
NORTH CENTRAL**

COMPARISON

Contract Number: 2024-000024

OF THE FIRST PART: The North Central Labor Development Local Area (ALDL) Labor Development Board, with the concurrence of the Board of Mayors of the referred ALDL. The Local Board is represented in this act by its interim president, Ineabelle Medina González, is of legal age, married and residing in Utuado, Puerto Rico, and the Board of Mayors is represented in this act by its president, the Hon. Carlos R. Ramírez Irizarry, who is of legal age, single and resident of Arecibo, Puerto Rico; hereinafter referred to as **ALDL/NORTH CENTRAL**.

OF THE SECOND PART: AARP FOUNDATION., 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 undersigned assert their personal circumstances, above, and assure that they have the power and authority to enter into **this Infrastructure Financing Agreement and Resource Allocation** (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 **LOCAL BOARD**, 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 (CGU-AJC). Section 121 (c) (2) (A) (ii) of WIOA establishes how CGU-AJC costs are to be funded among the different programs that provide services there.

SECOND: AARP FOUNDATION, is a foreign non-profit corporation that serves the needs and interests of people over 55. 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 (**CGUL-AJC**), where all necessary services for this population will be provided.

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 **ALDL/ NORTH CENTRAL** 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 Local Labor Development **Board** (**LLDB**), as established in the **WIOA** Act, its Interpretative Regulations and the corresponding Memorials, selected on a competitive basis the Operator of the **CGUL-AJC** of the **ALDL**.

SEVENTH: The **CGUL-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 **CGUL-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 Act** in the **ALDL/ NORTH CENTRAL**, a Single Management Center (**CGUL-AJC**) was established in the **ALDL/North Central**, where services will be provided to employers, employees, job seekers and others who need services to integrate into the labor market.

TWELVE: CGU-AJC North Central occupies a commercial space at number **175 Calle Palmas Suite 101, Arecibo, PR**, hereinafter referred to as "**CGUL-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 **CGUL-AJC** which they do in accordance with the following:

TERMS AND CONDITIONS

FIRST: Area covered by the Agreement. ALDL/ NORTH CENTRAL leases a total area of 6,000 square feet of which **CGU-AJC** occupies 2,510 square feet. The area that provides individualized career and training services to adults and dislocated workers and Title I-B youth program services occupies 3,490 square feet. In relation to the **CGUL-AJC**, for purposes of the programs represented, 39 square feet have been identified in the CGUL-AJC, which represents a single space and 70 square feet of common use areas. This totals 109 square feet.

SECOND: Term. The term of this IFA will be three (3) years from the date of its granting by both parties (JUNE 30, 2026). 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:

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a. **THE PARTNER** shall make a payment in the amount of **\$906.94** per month for the space occupied (exclusive and common use), utilities and fumigation, and the costs of the **CGUL-AJC Operator** (salaries and fringe benefits).

b. The cost related to the space shall be **\$105.36** per month for the exclusive use of **109** square feet, at a rate of **\$.9666** per profitable square foot. The cost shall be **\$ 67.66** per month for the use of common areas of **70** square feet and **\$37.70** per month for the single space of **39** square feet.

ÁREA EXCLUSIVA (ESPACIO ÚNICO) SOCIOS OBLIGADOS (MENSUAL)			
(39	PIES CUADRADOS	\$.9666	\$ 37.70 MENSUALES
ÁREA DE USO COMÚN (MENSUAL)			
(70	PIES CUADRADOS	\$.9666	\$ 67.66 MENSUALES
TOTAL			\$ 105.36 MENSUALES

c. The shared costs, to be covered by **THE PARTNER**, are broken down as follows:

GASTOS COMPARTIDOS POR SOCIOS OBLIGADOS (MENSUAL)		
Agua	\$ 8.51	MENSUALES
AEE	\$ 36.43	
Teléfono	\$ 47.34	
Fumigación	\$ 1.04	
Estacionamiento (\$40.00 p/p)	\$ 80.00	
Guardia de Seguridad	\$ 35.14	
Turnos PR	\$ 10.92	
Mantenimiento CGU	\$ 30.25	
TOTAL	\$ 249.63	MENSUALES

d. The costs of the **CGUL-AJC Operator** are as follows:

Salarios y Beneficios Marginales del Operador del CGU-AJC (1)	
Salarios y Beneficios Marginales Oficiales Servicios Básicos (3)	
TOTAL	\$ 551.95 MENSUALES

e. The total costs, to be covered by **THE MEMBER** are indicated below:

TOTAL, MENSUAL A SER CUBIERTO POR SOCIOS OBLIGADOS		
TOTAL, PIES CUADRADOS ARRENDADOS	\$105.36	MENSUALES
TOTAL, GASTOS COMPARTIDOS	\$249.63	MENSUALES
TOTAL, COSTOS OPERADOR CGU-AJC	\$551.95	MENSUALES
TOTAL	\$906.94	MENSUALES

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:

Urbanización Atenas
Elliot Velez Street, B-43
Manatí, PR 00674

"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 **CGUL-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:

Local Labor Development Board
Local Labor Development Area
NORTH CENTRAL
P.O. Box 9933
Arecibo, PR 00613-9933

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 **ALDL/ NORTH CENTRAL** against any claim, lawsuit or action that causes bodily injury or 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 **CGUL-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 **ALDL/ NORTH CENTRAL** 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 **CGUL-AJC** is located. For such purposes, **THE PARTNER** shall refrain from carrying out in the **CGUL-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

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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.

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 ARECIBO, Puerto Rico, this 1 day of AGOSTO, 2023.


ALDL/ NORTH CENTRAL

AARP FOUNDATION



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