

**AGREEMENT BETWEEN THE
CHIEF ELECTED OFFICIALS AND
THE LOCAL WORKFORCE DEVELOPMENT BOARD UNDER THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (Public Law 113-128)**

-----**THIS AGREEMENT**, is entered this May 13, 2025 by and between the undersigned Chairman of the Guaynabo-Toa Baja Local Workforce Development Board and the Chairman of the Chief Elected Officials Board of the Municipalities of Guaynabo, Cataño, Toa Alta and Toa Baja, Puerto Rico.-----

-----WHEREAS, in 2015, the Governor of Puerto Rico, Honorable Alejandro García Padilla, designated the Guaynabo-Toa Baja Consortium as a Local Workforce Development Area (LWDA) as stated in Section 106(b) of the "Workforce Innovation and Opportunity Act" (WIOA), Public Law 113-128 July 22, 2014, subsequently known as WIOA; and-----

-----WHEREAS, the Congress of the United States adopted Public Law 113-128, the Workforce Innovation and Opportunity Act (WIOA), authorizing the expenditure of Federal funds to streamline services through Statewide Workforce Investment Systems, empower individuals through information and access to training resources, provide universal access to core career services, increase accountability for results, ensure a strong role for local governmental boards and the private sector in the Workforce Investment System, facilitate State and local flexibility, and improve youth programs; and-----

-----WHEREAS, the Local Workforce Development Areas by means of its Chief Elected Officials and its Local Workforce Development Board has to designate its Administrative Entity and certify its One-Stop Operators as required by WIOA.-----

-----NOW THEREFORE, in consideration of the above premises and the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Chief Elected Officials of the Guaynabo-Toa Baja and the Local Workforce Development Board do hereby agree as follows:-----

-----1. The Chief Elected Officials shall appoint the members of the Local Workforce Development Board consistent with criteria established under Section 107(b)(1) of Public Law 123-128 and applicable rules thereunder. -----

-----2. The appointment of the Local Board will be certified by the Governor of Puerto Rico every two years and in accordance with WIOA Section 107 (c)(2). -----

-----3. The Chief Elected Officials of the Guaynabo-Toa Baja LWDA and the Local Workforce Development Board agrees the membership will maintain a composition in compliance with the requirements of Section 107 (b)(2) of the WIOA. As a minimum the Local Board shall include: -----

-----a. At least fifty-one percent (51%) of the membership must be made up of private sector business representatives located in the local workforce development area. This includes small business or organizations representing business that provide employment opportunities, that at a minimum include high-quality, work relevant training and development in in-demand industry sectors or occupations in the local workforce development area. This includes representatives nominated by local business organizations and business trade associations. -----

-----b. Not less than twenty percent (20%) of the members of the LWDB shall be representatives of the workforce within the local area, including: -----

-----i. At least two (2) representative of organized labor (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations or for a local area in which no employees are represented by such labor organizations, other representatives of employees;-----

-----ii. At least one (1) representative, shall be a member of a labor organization or a training director, or from a joint-labor management apprenticeship program, or if no such program exists in the area, such a representative of an apprenticeship program in the area, if one exists.-----

-----iii May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals disabilities; and-----

-----iv May include one or more representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or

education needs of eligible youth, including representatives of organizations that serve out-of-school youth,-----

-----c. At least one (1) eligible training provider administering adult education and literacy activities under WIOA Title II; -----

-----d. At least one (1) representative from an institution of higher education providing workforce investment activities, including community colleges; and,-----

-----e. At least one (1) representative from each of the following governmental and economic and community development entities; -----

-----i. Economic and community development entities; -----

-----ii. The State Employment Service Officer under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area; and-----

-----iii. The programs carried out under Title I of the Rehabilitation Act of 1973, other than sec. 112 or Part C of that title; -----

-----f. The membership of LWDB may include individuals or representatives of other appropriate entities in the local area, including:-----

-----i. Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment;---

-----ii. Governmental and economic and community development entities who represent transportation, housing and public assistance programs;-----

-----iii. Philanthropic organizations serving the local area or agencies or entities administering programs serving the local area in housing, transportation and public assistance; and:-----

-----iv. Other appropriate individuals as determined by the Chief Elected Official. -----

-----4. If State or Federal Level establishes additional requirements or policies, the LWDB and the Chief Elected Officials agree to comply with them. -----

-----5. The members of the LWDB will elect a chairperson from among the private sector business representatives. The chairperson serves as the Executive Committee Chair and selects the chairs for all standing committees and taskforces of the local board.-

-----6. When LWDB vacancies occur, the Chief Elected Officials will solicit nominations from appropriate business, education, state, and community organizations throughout the

region to fill Board vacancies. All CEOs may submit such nominations. The CEOs will carry out the required proceed for accepting nominations and properly record all such nominations for the LWD Board. -----

-----7. The Chief Elected Official of the Guaynabo-Toa Baja LWDA and the Local Workforce Development Board agree to submit the information necessary for the certification of the Board to the Governor of Puerto Rico. -----

-----8. In formally selecting members to the Local Workforce Development Board the Local Chief Elected Officials of the Guaynabo-Toa Baja Local Workforce Development Area agree to select members by geographical area in the following manner. -----

Board Composition

<u>Business Sector</u>	<u>Num. of Members</u>	<u>Geographical Area</u>
" "	4	Guaynabo
" "	3	Toa Baja
" "	1	Cataño
" "	1	Toa Alta

Total Members

9

4 Municipalities

-----9. Vacancies resulting from resignations or removal of mandatory members must be filled within sixty (60) and not more than ninety (90) calendar days after the vacancy.-

-----10. The Chief Elected Officials of the Guaynabo-Toa Baja Consortium agree that the President of the Board of Mayors (Municipality of Guaynabo) will select all pertinent members.-----

-----11. The First Term of the members of the Local Board will be as follows: 33% will be selected for a 4 year period, 33% for a 3 year period and the last 33% for a 2 years period. After the first Term, all board members will be selected for 4 years. -----

-----12. The Chief Elected Officials and the Local Workforce Development Board mutually convene that their authorized representative, for purposes of Section 107(d) of the WIOA, will be the Executive Director of the Administering Entity of the Guaynabo-Toa Baja Local Workforce Development Board (LWDB). -----

-----13. The LWDB, in coordination with the Executive Director of the LWDB, will conduct oversight with respect to the one-stop delivery system in the Local Area. -----

-----14. The CEOs, in agreement with the LWDB, will select the One Stop Operator for the Guaynabo-Toa Baja LWDA. Will select the operator after a competitive process based on WIOA requirements and State Board Policies. It will have four affiliate offices will be located at: -----

**Guaynabo One Stop Center & Affiliate
Office Guaynabo City Hall Building,
Fifth Floor
P.O. Box 7885 Guaynabo,
Puerto Rico 00970-7885
(787)720-4040 ext.6169/6491**

**Cataño Affiliate Office
Antigua Biblioteca Municipal
Paseo Miguel A. Rovira
Cataño, Puerto Rico 00962
(787)788-6640**

**Toa Baja Affiliatte Office
Carr. 867 Km 0.3 Bo. Sabana Seca
Toa Baja, Puerto Rico 00949
(787) 261-5010/5085**

**Toa Alta Affiliatte Office
Carr 165 Rio Plata Mall
Toa Alta, Puerto Rico 00953
(787) 545-3009/3012**

-----15. The Chief Elected Officials and the Local Workforce Development Board have convened herein to require from the Guaynabo-Toa Baja Fiscal Agent/Entity a specific task plan detailing the economic resources needed to effectively maintain the establishment of a One Stop Network.-----

-----16. The Local Board agrees to fulfill all the functions and duties established by the Section 107(d) of the WIOA.-----

----a. Develop and submit a 4-year local plan for the local area, in partnership with the CEO's and consistent with WIOA Sec. 108.-----

----b. Implement the four (4) year Local Plan and its modification.-----

-----c. Develop and submit a regional plan in collaboration with Local Board and CEO's, designate as an Economic Development Region. -----

-----d. Submittal of the plans and modifications, for its approval to the State level Government. Such process shall require the review and approval of the Local Workforce Development Board and the Chief Elected Officials. -----

-----e. Conduct workforce research and regional labor market analysis to include:

-----i. Analyses and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to include an analysis of the strengths and weaknesses (including the capacity to provide) of such services to address the identified education and skill needs of the workforce and the employment needs of employers.-----

-----f. Coordinate workforce development activities with economic development strategies that are consistent with workforce trends established by the State. -----

-----g. Promote private sector involvement of the Local Workforce Development Board and the One Stop system to assist employers in meeting hiring needs critical to economic development and growth.-----

-----h. Lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment.-----

-----i. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job seekers.-----

-----j. In partnership with the CEO's the LWDB must: -----

------(i) Conduct oversight of youth workforce investment activities authorized under WIOA secs.129(c), adult and dislocated worker employment and training activities under WIOA secs.134(c), and the entire one-stop delivery system in the local area; -----

------(ii) Ensure the appropriate use and management of the funds provided under WIOA subtitle B for the youth, adult and dislocated worker activities and one-Stop delivery system in the local area; and.-----

------(iii) Ensure the appropriate use, management and investment of funds to maximize performance outcomes under WIOA sec. 116;-----

-----k. Negotiate and reach agreement on local performance indicators with the chief elected official and the Governor; -----

-----l. Negotiate with CEO's and required partners, on the methods for funding the infrastructure cost of one-stop centers in the local area in accordance with 20 CFR 678.715 or must notify the Governor if they fail to reach agreement at the local level and will use a state infrastructure funding mechanism;-----

-----m. Select appropriate service providers for the local area, and when appropriate terminate such providers in accordance with 2 CFR part 200: -----

----- (i) Providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee; ----

----- (ii) Providers of training services consistent with the criteria and information requirements established by the Governor and WIOA sec, 122; -----

----- (iii) Providers of career services through the award of contracts, if the one-stop operator does not provide such services; and-----

-----n. Select One-Stop operators in accordance with 20 CFR 678.600 through 678.635.

-----o. Develop a budget for the activities of the LWDB, with approval of the chief elected official and consistent with the local plan and the duties of the LWDB. -----

-----17. The CEOs will collaborate with the LWDB on the following required functions:

-----a. Determining the methodology applied to determinate the infrastructure funding of the one-stop delivery system in the local area; -----

-----b. Approving the Memorandum of Understanding executed between the LWDB and the One-Stop Partners relating to the operation of the one-stop delivery system in the local area consistent with the dispositions of Section 12(c)(1)(2) of the WIOA;-----

-----c. Setting policy for the workforce development system within the local area.

-----18. CONFIDENTIALITY AND DISCLOSURE: -----

-----a. All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge, is confidential. Members shall not disclose confidential information obtained in the course of or by reason of such membership or participation on the LWDA/LWDB to any person or entity not directly involved with the business of said entities.-----

-----b. No member shall use confidential information obtained in the course of or by reason of membership on the LWDA/LWDB, in any matter with intent to obtain financial gain for the member, the member's Immediate Family, or any business with which the member is associated. No member shall disclose confidential information obtained in the course of or due to his/her membership in said entities, in any manner with the intent to obtain financial gain for any other person. -----

-----19. CONFLICT ON INTEREST (WIOA SEC 107(H): -----

-----a. No member of the CEOs or the Local Workforce Development Board or its standing committees shall cast a vote on any Matter which has direct bearing on services to be provided by that member (or any organization with which such member directly represents) or on any matter which would provide direct financial benefit to such member or the immediate family of such member, nor shall any such person engage in any activity determined by the Governor to constitute conflict of interest as specified in the State Plan.-----

-----b. CEO member(s) and/or staff so affected shall identify any real or perceived conflict of interest prior to discussion and consideration of the matter.

-----20. TERMS OF AGREEMENT: This Agreement shall become effective on the date of its execution and shall run through December 31, 2024, and thereafter, shall automatically be renewed for two years terms. This agreement shall be renewed automatically from term to term, unless any party notifies the other parties of its intention not to renew, at least six (6) months prior to the expiration of any of the two (2) years term; provided, however that in the event that a federal statute or an amendment to the WIOA is enacted which alters, affects or nullifies any part of this Agreement, then such part shall be subjected to modification or revision by the parties, jointly in accordance with law, and without regard to the six (6) month time period reference herein-----

-----21. AMENDMENT: Any provision of this Agreement or any attachment hereto may be waived, modified or amended upon agreement, in writing and signed by all of the parties.-----

---IN WITNESS THEREOF, the undersigned execute this Agreement in accordance with its content and dispositions as an exact expression of their wills and as such they agree and sign.-----



MR. ORIEL RAMIREZ RODRIGUEZ
CHAIRMAN
WORKFORCE DEVELOPMENT BOARD



HON. EDWARD A. O'NEILL ROSA
CHAIRMAN OF THE CEO'S BOARD
MAYOR OF GUAYNABO