



Partnership Agreement
Memorandum of Understanding

One Stop Career Center of Puerto Rico

AND

Puerto Rico Department of Housing



This Memorandum of Understanding (MOU) is hereby entered into for the purpose of participating in the advisory process for **One Stop Career Center's** Avanzando 2 Good Jobs initiative. This MOU is executed between **One Stop Career Center of PR (OSCC)** and the **Puerto Rico Department of Housing (PRDOH)**, a public agency created under Act No. 97 of June 10, 1972, as amended, 3 LPRA § 441 et seq., known as the Department of Housing Governing Act. They are collectively referred to as the "**Parties**" to this MOU.

The success of OSCC advisory network is greatly dependent on strong collaboration and highly engaged partnerships with local stakeholders, community members and project partners. As such, OSCC is convening a sectoral partnership committee to help guide the project, inform the process and help finalize OSCC plan for the Avanzando 2 Good Jobs initiative in Puerto Rico. As a prominent member of the community and key partner to the project, we would like to invite your organization to participate in this committee.

OVERVIEW

The U.S. Department of Commerce, Economic Development Administration (**EDA**), through the American Rescue Plan Act (**ARPA**), Good Jobs Challenge awarded UnidosUS for administrating and offering services in Puerto Rico through One Stop Career Center of PR the *Avanzando 2 Good Jobs Program (A2GJ)*. A2GJ's goal is to impact and accelerate growth while rebuilding local economies and expanding opportunities across local communities to make them resilient to future challenges.

A2GJ will focus on providing equal opportunities across diverse populations, regions, and communities, through coordinated and comprehensive approaches that reduce and remove systemic barriers for workers. To obtain these results, it is essential to recognize the workforce as a primary player in the economic development, growth, and stability as a family, as community members, and as a social component of the island's economy.

About OSCC

OSCC is a non-profit private organization established in 2000 to enhance the quality of life and impact communities, improving their quality of life through workforce development, health, housing, legal and education programs, and empowering populations with low socio-economically status in urban and rural areas.



About PRDOH

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PRDOH received funding from the United States Department of Housing and Urban Development (HUD) for recovery and mitigation activities as part of a multifaceted effort to rebuild, restore, and stimulate economic growth in the communities of Puerto Rico. Since the recovery and mitigation activities are funded with CDBG-DR/MIT Programs, its subrecipients, contractors, subcontractors, and subrecipient contractors are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (Section 3).

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

It is PRDOH's policy to require its subrecipients, contractors, subcontractors, and contractors of subrecipients to provide training and equal employment opportunities to low- and very-low income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent, to the greatest extent feasible; and to take affirmative action to ensure that both job applicants and existing employees, are given fair and equal treatment. Section 3 is race and gender neutral. It seeks to ensure there will not be discrimination based on economic status.

PRDOH through the CDBG-DR/MIT Program has assigned funds to comply with HUD Section 3 related to job training, employment opportunities, contracting opportunities and other economic opportunities to low- and very-low-income individuals and businesses giving priority in hiring or recruiting processes, also focused to job training in skills related to the reconstruction and economic growth of Puerto Rico.

RESPONSIBILITIES AND EXPECTATIONS

For this project, OSCC serves as the "lead" organization. As the lead organization, OSCC is responsible for the following:

- Convening the local OSCC'S Avanzando 2 Good Jobs partner committee.
- Bring assistance and support to the Advisory Committee.
- Coordinating planning activities for the OSCC project, including but not limited to organizing focus groups, workshops, interviews of key stakeholders, etc.
- Facilitating communications and information sharing with the OSCC'S advisory committee.



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- Drafting, revising, and completing the OSCC project implementation plan upon evaluation of findings and recommendations.
- Participating in measuring key outcomes and indicators for Avanzando 2 Good Jobs' implementation.
- Facilitating internal and external resources to support the committee's efforts, according to the program's goals.
- Overseeing the implementation of the OSCC project over the grant period, ending in 2026.

Under this Agreement, PRDOH agrees to:

- Act as a member of the Construction Sector Advisory Committee.
- Bring support to OSCC for Avanzando 2 Good Jobs with recommendations and input for the decision-making process and any additional support for the success of the program, based on PRDOH's available resources.
- Work with Advisory Committee members in the development of the mission, vision, and work plan of the committee.
- Participate in meetings during the grant period, ending in 2026, as per convened by OSCC.
- Support outreach efforts for community meetings, and planning activities such as focus groups, community survey days, etc.
- Participate in meetings as needed to engage with and listen to community members, and share organizational knowledge and expertise as they provide input into the OSCC'S planning process.
- Share data as needed to support the planning, design, and implementation efforts of the OSCC project, and recommendations that help the success of the program.
- Engage PRDOH representatives in initiative-sponsored activities and events that encourage and support engagement in the overarching goals of the Avanzando 2 Good Jobs initiative.

All Parties Agree to:

- Dedicate organizational expertise, time, and resources as detailed in the roles and responsibilities below to advance and sustain Avanzando 2 Good Jobs initiative's goals.
- Catalyzing transformational approaches to the design and implementation of programs and policies to increase career readiness and disseminate lessons learned to the rest of the country.
- Use the approved system brand, logos, and language for all press releases, brochures, printed material, reports, and newsletters related to the Avanzando 2 Good Jobs Initiative.



- Any press releases, brochures, printed material, reports, and newsletters relating to this MOU must be approved by PRDOH before publication.



ANTICIPATED BENEFITS OF THE PARTNERSHIPS

- Existing partnerships among state agencies are leveraged to support the development of career pathways for people and to bring Puerto Rico closer to its job training and employment goals.
- Regional pathways initiatives across Puerto Rico that are now being supported by state agencies will achieve greater sustainability.
- A more vibrant Puerto Rican economy that is growing due to the role of this work in strengthening local industries and economies.
- Alignment and expansion of resources to support pathways development across state agencies.
- Collaboratively developed metrics for evaluation and processes for data sharing to ensure continuous improvement.
- A significantly increased number and percentage of community members who successfully earn a postsecondary credential with labor market value and launch a career with opportunities for further education and career advancement.
- A developed talent pipeline of professionals that closes the skills gap and hiring shortages that Puerto Rico's employers experience and attracts new employers to the state.

POINT OF CONTACT (POC)

PRDOH

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Director of Federal Compliance
& Subrecipient Management
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San Juan, P.R. 00918
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OSCC

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TERM AND AMENDMENT

This MOU shall be in effect and enforceable between the Parties from the date of its execution, ending on September 30, 2026.



This MOU constitutes the entire agreement between the parties. The parties hereto may amend this MOU at any time during its term, but no amendment shall be effective unless it is in writing and duly executed by the parties.

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CONFIDENTIALITY

- A. All Parties expressly agree to abide by all applicable federal, state, and local laws and regulations regarding confidential information. In carrying out respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all the other Parties.
- B. Each Party will ensure that the collection and use of any information, systems, or records that contain personally unidentifiable information will be limited to purposes that support the programs and activities described in this MOU.
- C. Each Party will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibility in support of the services and activities described herein. Each Party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized users.
- D. To the extent confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent, such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals.

GENERAL TERMS AND CONDITIONS

- A. Both parties shall and hereby agree to hold harmless, defend (with counsel acceptable to the other party) and indemnify the other party and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this and losses of any form or nature arising from or related to the conduct of the other party in the performance of the efforts called for in this MOU. This indemnity shall expressly include but is not limited to, the obligation of either party to indemnify and reimburse the other party for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the enforcement of this MOU.
- B. Both parties acknowledge and agree that a breach of the terms of this Section will cause relevant agencies and applicants to suffer irreparable damage that could not be remedied



or compensated adequately only by mere monetary retribution. Both parties further agree that monetary damages may not be a sufficient remedy for any breach of this Section. Accordingly, both parties agree that they shall have the right to seek injunctive relief and the specific performance of the provisions of this Section to enjoin a breach or attempted breach of the provision hereof, such right being in addition to any and all other rights and remedies that are available to them by law, equity, or otherwise.

- C. The parties hereby certify that in signing this MOU they are in compliance with Act No. 1-2012, as amended, known as the "Puerto Rico Government Ethics Act of 2011", in connection with the possibility of a conflict of interest. The parties hereby declare that, to the best of their knowledge, no public officer or employee of the appearing governmental entities has any direct or indirect interest in this MOU. In addition, no public servant, director, officer or employee of the parties, or member of their family unit (as such term is defined in the Enabling Act of the Office of Government Ethics of Puerto Rico, Act No. 1-2012, as amended), has any direct or indirect pecuniary interest in this MOU, or any other interest that adversely affects the other party.
- D. This MOU shall be governed by, interpreted, and enforced in accordance with the laws of the Government of Puerto Rico and any applicable federal laws and regulations. The Parties further agree to assert any claims or causes of action that may arise out of this MOU in the Puerto Rico Court of First Instance, Superior Court of San Juan, Puerto Rico.
- E. This MOU will not lead to any fiscal impact on the parties. In addition, both parties recognize that this agreement does not impose any responsibility to financially compensate the other party under any circumstances. Any disbursement of funds that are deemed necessary to implement the objectives of this MOU, will be individually incurred by each one of the parties and will be their own responsibility to bear and fully comply with all applicable laws and regulations.

AUTHORITY

The individuals signed below have the authority to commit the partner they represent to the terms of this MOU and do commit by signing. The undersigned partners bind themselves to the faithful performance of this MOU.

This document will serve as an agreement between OSCC and PRDOH. If the partner agrees to the terms stipulated in this MOU, please sign in the space provided below and return one copy to OSCC

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OSCC REPRESENTATIVE



By: Carmen g Cosme Pitre
Carmen g Cosme Pitre (Apr 10, 2023 17:17 EDT)

Date: 4/10/2023

Printed Name: Carmen Cosme Pitre

Title: Executive Director

Organization Name: One Stop Career Center of PR

ACCEPTANCE

The lead organization accepts the above-described document on the terms and conditions set forth in the foregoing agreement and agrees to perform its responsibilities under it.

PRDOH REPRESENTATIVE

By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Apr 11, 2023 09:04 EDT)

Date: April 11, 2023

Printed Name: William O. Rodríguez Rodríguez, Esq.

Title: Secretary

Organization Name: Puerto Rico Department of Housing

ACCEPTANCE

The partner accepts the above-described document on the terms and conditions set forth in the foregoing agreement and agrees to perform its responsibilities under it.

MOU ONE STOP y PRDOH

Final Audit Report

2023-04-11

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-  Signer w.rodriquez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
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