

**August 23, 2023 | 10:30 a.m.**  
**Randy Hayes & Angelia O'Neal, Co-Chairs**

***Meet in-person at:***

**Rockdale County Community Resource Center  
at Restoration Storehouse  
1400 Parker Road Lobby A  
Conyers, GA 30013**

**Welcome**

**Presentation**

- **Restoration Storehouse Overview**

**Public Comments**

**ARWDB Action Items**

- **Consent Agenda**
  - **Approve meeting notes from May 24, 2023**
- **Approve the Mobile Welding Trailer User Agreement**

**ARWDB Reports & Discussion**

- **One Stop Manager's Report**
- **Executive Committee**
- **NextGen Committee**
- **Business Services Advisory Group**
- **Career Services Advisory Group**
- **Director's Report**

**Lunch Provided for Board Members**

**NEXT MEETING: October 25, 2023**

**Location: ARC, Harry West Conference Center**

**DATE:** August 16, 2023

**TO:** Atlanta Regional Workforce Development Board

**FROM:** Rob LeBeau, Director - ARWDB

**SUBJECT:** **ARC Mobile Welding Trailer (MWT) – User Agreement**

**Requested Action (What)**

To approve the MWT welding trailer User Agreement, including costs for using the trailer.

**Reason (Why)**

The purpose of this User Agreement is to allow other entities such as local training providers, businesses, and other organizations to lease the trailer for use in providing training to interested students, training/upskilling staff, or career awareness and exploration.

**Timeframe (When)**

This agreement will become effective immediately upon approval by the Board and remain in effect until it has been replaced by an updated agreement as determined necessary by the WorkSource Atlanta Regional Executive Director or the ARWDB.

**Impact (Who and How Much)**

This policy does not impact WIOA training participants; however, it does impact any training provider, business, or local organization requesting the use of ARC MWT as there will be a fee associated with leasing of this unit. The User Agreement will specify, in part, the following:

- Rental Fees for Equipment: The rent will be paid in full at a rate of \$600.00 each week (7 calendar days), or \$150 per day for partial week, beginning on \_\_\_\_\_, 2023.
- In addition, for lessees that do not use the ARC contracted MWT operator, an additional \$2,000.00 deposit is required to cover expenses such as 1) transportation and parking of the EQUIPMENT and 2) deposit for welding supplies, consumables, and the estimated diesel fuel cost.
- The ARWDB Director may waive all or any portion of the above fees for use by non-profit organizations and primary/secondary schools.

**Recommendation**

Approve the ARC Mobile Welding Trailer User Agreement to be effective immediately. The ARWDB Director may approve updates to the ARC MWT User Agreement terms, costs, and other related stipulations.

## ATLANTA REGIONAL COMMISSION MOBILE WELDING TRAILER USER AGREEMENT

This Agreement is between \_\_\_\_\_  
("Lessee") and the Atlanta Regional Commission ("Lessor," "ARC"). These Terms & Conditions constitute the entire Agreement ("This Agreement" or "Lease Agreement" or "User Agreement") for the Lease of the Atlanta Regional Commission Mobile Welding Trailer ("EQUIPMENT" or "MWT"), including all of its parts. The Lessee agrees to all terms and conditions of this Agreement.

### 1. PURPOSE

WHEREAS, ARC owns the Equipment, which is an asset of the Atlanta Regional Commission; and

WHEREAS, Lessee desires to use the Equipment for the purpose of teaching Welding and Related Careers ("Activities") and ARC agrees to lease the Equipment to Lessee upon the terms and conditions set forth herein.

Upon commencement of this Agreement, ARC does hereby permit the Lessee to use the MWT to teach welding skills and related career subjects to qualified students in accordance with the terms of Exhibit "A." Lessee shall have use of the Equipment at times specified in Exhibit "A" to perform Lessee's Activities. The primary function of the Equipment is to ready workers for a job through Welding skills training by providing this service to local businesses, community organizations, schools, and other interested organizations within metro Atlanta.

### 2. EQUIPMENT

The Lessee agrees that it does not own the EQUIPMENT. No one other than the ARC may transfer the EQUIPMENT or any rights or obligations under this Agreement. Any attempted transfer or sublease by anyone other than the ARC is void. No one may service or repair the EQUIPMENT without the ARC's prior express approval. ARC MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE EQUIPMENT IS FIT FOR ANY PARTICULAR PURPOSE.

### 3. TERM

The term of this Agreement ("Term") shall be for \_\_\_\_\_ (\_\_\_\_) weeks. The commencement date shall be \_\_\_\_\_, 2023 and, unless sooner terminated under any provision hereof, this Agreement shall end on \_\_\_\_\_, 2023.

### 4. TERMINATION

ARC shall have the right, at any time during the Term, to terminate this Agreement immediately by written notice to Lessee upon a breach of the Agreement by Lessee or upon any violation by Lessee or any of its employees or agents of any law, rule, regulation, or ordinance, including without limitation, ARC rules and regulations.

Upon termination or expiration of this Agreement, Lessee shall surrender use of the Unit, remove all personal property, and leave the Unit, including any ARC-owned fixtures, in a neat and clean condition prior to Lessee's use of the Unit with no damage thereto, exempting only reasonable wear and tear as defined above.

## 5. FEES

Lessee agrees to pay all charges relating to the lease of the Equipment, including but not limited to: Lease charges, fees and charges for unreturned Equipment, charges for Equipment returned to an incorrect location, late fees, cleaning, charges for missing Equipment, any tickets, citations, tolls, or towing fees, as well as any additional charges relating to this Lease.

The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.

- Rental Fees for Equipment: The rent will be paid in full at a rate of \$600.00 each week (7 calendar days), or \$150 per day for partial week, beginning on \_\_\_\_\_, 2023.
- In addition, for lessees that do not use the ARC contracted MWT operator, an additional \$2,000.00 deposit is required to cover expenses such as 1) transportation and parking of the EQUIPMENT and 2) deposit for welding supplies, consumables, and the estimated diesel fuel cost.
- The ARWDB Director may waive all or a portion of the above fees for use by non-profit organizations and primary/secondary schools.
- Lessee agrees to participate in a training session on use of the Equipment and maintenance that will be required at the end of each use.
- Welding Classes: The Equipment is a state of the art eight (8) booth MIG Welding Lab with the ability to train basic and advanced welding. ARC contracts with an outside Operator to manage the ARC MWT and will be the training provider if not otherwise stated. The Operator will offer three (3) welding training formats for Lessees that want to offer training but do not have welding training resources. Select your welding program below:
  - Weld Ready 1 > Turn-key MIG welding offering. 4 weeks, 80hrs Welding, 80hrs Soft Skills
  - Weld Ready FastTrack > WeldReady1 with only welding, 2 weeks, 80hrs Welding only
  - Weld Ready 1 IS > WeldReady1 with 80hrs Welding, 32hrs, 3wks Industrial Safety IS
- Welding Class Choice: \_\_\_\_\_ Start Date Request: \_\_\_\_\_

## 6. LIABILITY PROTECTION

ARC carries only a general liability policy applying to actions taken directly by the Agency in regard to the operation or ownership of the Equipment. To the extent permitted by applicable law, the ARC's protection does not apply to bodily injury (including death) or property damage to any Authorized User or the Authorized User's family members related by blood, marriage or adoption who reside with the Authorized User. This protection does not apply to: any intentional torts or criminal acts; any false or fraudulent claims; any

obligation assumed by the User under any contract; any fines, penalties, punitive damages or exemplary damages which the User may become legally obligated to pay; injury to or destruction of personal property owned by or in the possession, custody or control; and any liability for an accident which occurs while the EQUIPMENT is obtained or used in violation of this Agreement.

Any protection provided in this section is limited to the duration of the Lease contract as set forth in the individual Lease contract signed by the Lessee. Lessee will indemnify and hold the ARC, its agents, employees, parent and affiliates harmless from and against any and all loss, liability, claim, demand, cause of action, attorney's fees and expense of any kind (a "loss") in excess of the limits stated herein or beyond the scope of the protection provided for herein, if any, arising from the use or possession of the EQUIPMENT by any Authorized personnel, including but not limited to attorney's fees incurred by the ARC to enforce any of its rights hereunder. Lessee assumes Sole Responsibility for any and all liability that exceeds the applicable minimum limits of protection for that state or province.

**7. ARC RIGHT TO DEFEND**

The ARC has no duty to defend lawsuits not covered by this liability protection. To the extent permitted by applicable law, the ARC has no duty to defend any Authorized User in any claim or lawsuit arising out of any acts prohibited by this Agreement. Lessee understands that if a claim is made or a lawsuit is filed under the terms of this Agreement, and if no other source of defense is available to the Authorized User, the ARC may defend the claim or lawsuit at its sole discretion. In defending the claim or lawsuit, the ARC may, at its sole discretion, make any settlements which the ARC considers advisable. ARC has a right, but not a duty, to defend a claim or lawsuit at its sole discretion. ARC has the exclusive right to hire, retain and direct its counsel of choice, if and when ARC defends a claim or lawsuit hereunder.

**8. DUTY TO COOPERATE**

In the event of an accident the Lessee and/or any Authorized User is required to provide notice of the accident as soon as possible to Atlanta Regional Commission MWT Program Manager. Lessee also agrees to fully cooperate with ARC in investigating and/or defending any claim or lawsuit. The failure to cooperate will void any protection provided herein, subject to applicable law.

In the event of an accident the Lessee and/or all Authorized Users agree to provide the ARC with the name of their insurance company and also agree to fully cooperate with ARC in the presentation of claims, in any other aspect of the claim's process and report the accident to the Lessee and/or Authorized User's insurance company. The Lessee and/or Authorized User shall, as often as may reasonably be required, present to any person designated by ARC for an examination under oath to assist in the investigation and timely disposition of any claim or claim(s) or the potential claim(s) of any third-party. The presentation of the requested examination under oath is material to the decision to enter into this contract and the failure to comply with this provision may void any coverage hereunder. This section applies to any protection provided or purchased under this Agreement.

## 9. EDR/ELECTRONIC DATA

I acknowledge that the EQUIPMENT may be equipped with an Event Data Recorder ("EDR") or other data recording device. The ARC reserves the right to obtain any and all data from the EDR or other data recording device for any potentially data producing event. Lessee provides express authorization and consent for the ARC, or its authorized representative, to retrieve any available data from any EDR, or other data recording device in the event of an accident or other potentially data producing event. Lessee further agrees to cooperate fully with the ARC, and assist as necessary, in the retrieval of the above-described data.

In the event of an accident, Lessee further agrees to preserve any personal device, mobile phone app, device from an insurance or cell phone carrier or any other device that may record vehicle or other related data.

## 10. USE OF UNIT

### A. PROVISION OF SERVICES

- Lessee will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- Lessee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Lessee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.
- Lessee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia.

### B. AUTHORIZED USERS

- An Authorized User, for purposes of this Agreement, is any other individual that has Lessee's express permission to operate the EQUIPMENT and that is 18 years of age or older (or 16 years of age or older for EQUIPMENT with no motor) and possesses a Driver's license (Driver's privilege card or other government issued User's card) and a good driving record.
- Lessee shall not, and Lessee shall insure that its Authorized Users shall not, operate the EQUIPMENT under the influence of alcohol, drugs, intoxicants, or any other substance that can impair driving ability. Lessee shall inspect EQUIPMENT periodically. Lessee shall not operate EQUIPMENT when any defect in the operation or safety of the EQUIPMENT has been noticed.

## 11. CONDITION

- The Unit is provided to Lessee on an "Operational, Organized and Clean" basis. ARC shall provide the "welding supplies, wire, gas, and consumables inventory as listed in

Exhibit “C” and deliver to the EQUIPMENT. From this point the Lessee will be required to re-supply all welding supplies and consumables until the Lessee no longer manages the EQUIPMENT. The Lessee is prohibited from making or constructing any alterations including structural changes, additions, or improvements to the Unit. By taking possession of the Unit pursuant to this Agreement, Lessee accepts the Unit in “AS IS” condition deliver the Unit in the same condition as upon entry, normal wear and tear exempted. Normal wear and tear is defined as routine usage and aging of the unit and equipment; it specifically excludes damage to the unit or provided equipment.

- Lessees shall not store or transport any firearms or any explosive, flammable, alcoholic, toxic, volatile, poisonous, dangerous, or illegal substances or items, regardless of the manner in which it is stored or transported.
- Lessee shall not take EQUIPMENT outside of the State of Georgia. This includes temporary border crossings.
- Lessee shall not, whether individually or on behalf of another, use, facilitate or support the use of, the EQUIPMENT or the ARC logo, and or the likeness of the same, in any television program, movie, web site or other electronic medium without the prior written consent of ARC. Lessee shall not, whether individually or on behalf of another, allow, facilitate, or support, the disassembly or dismantling of the EQUIPMENT or a component thereof.

## 12. ADDITIONAL TERMS & CONDITIONS FOR EQUIPMENT LEASE

- The EQUIPMENT Operator shall not schedule, agree to provide, or otherwise commit/use the EQUIPMENT without prior written approval of the ARC program manager.
- The EQUIPMENT will not be used by any parties to generate revenue, conduct business, and other activities outside the scope of this agreement, including activities outside of the scope of the ARC’s mission.
- ARC and/or its agents, employees, or concerned funding agencies shall have the right to enter upon the Unit at all reasonable times to inspect the same or to access the Unit for maintenance purposes and to post reasonable signs or notices to protect the right of the ARC.
- Lessee shall indemnify, defend, and hold harmless ARC, its parents, affiliates, and employees, and each of them, against any and all claims, lawsuits, and damages (including reasonable attorney fees) resulting from Lessee’s intentional or criminal acts or from any Violation as set forth below.
- If Lessee or its Authorized Users incur any citation, parking violation, moving violation or toll violation (a “Violation”) in connection with the lease and/or use of the Equipment, then Lessee acknowledges and agrees that Lessee will be financially responsible for all fines, charges, and surcharges (including toll surcharges) associated with the Violation notwithstanding that the Violation may not have been issued directly to the Lessee or Authorized User. If the Violation is not issued to the Lessee or Authorized User and the issuing authority allows for the transfer of liability for a Violation to the Lessee, Lessee expressly authorizes ARC or its agent to release Lessee information to that authority for the purposes of transferring liability to the Lessee. If the issuing authority does not allow for the transfer of liability for a Violation to the Lessee, or the parties are unable to successfully transfer liability to the Lessee, then ARC, and/or its agent, will pay all fines,

charges, and surcharges and recover those amounts from the Lessee. Lessee agrees that any amounts paid by, or on behalf of, ARC hereunder shall be invoiced to Lessee.

- Lessee agrees not to hold ARC liable for downtime, materials or any consequential or incidental damages resulting from the use of EQUIPMENT, including failure of the EQUIPMENT to operate properly.
- Lessee shall be responsible for any applicable federal, state, or municipal compliance obligations, and pay any fees or taxes in conjunction with the Lease and/or use of the EQUIPMENT. Lessee shall be solely responsible for obtaining all necessary permits or licenses for Lessee's Activities.
- The Lease Contract and any Lease Contract addendum may not be changed or altered except in a writing that is signed by bilateral amendment.
- Lessee agrees that there is no refund for unused time.
- Lessee agrees that if ARC, or other affiliated entity, obtains information of 1) a material breach of this Agreement by the Lessee or any Authorized User, 2) that the Equipment is being used in violation of this Agreement, and 3) that the Equipment is being used in a manner that could reasonably impact the safety of the Lessee, any Authorized User or the public, ARC, or other affiliated entity, has the right to immediately terminate the Lease and/or provide other Equipment (which may be at the Lessee's expense).
- This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of Georgia. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Fulton County, Georgia.
- Lessee agrees not to discriminate against anyone on any basis protected under Georgia and/or Federal law.

IN WITNESS WHEREOF, the Lessee and ARC have executed this Agreement as of the day first above written.

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATLANTA REGIONAL COMMISSION

ATTEST:

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Chair





**PY 2022 WORKSOURCE ATLANTA REGIONAL BUDGET**  
FROM JULY 1, 2023 - JUNE 30, 2024

CHANGE FROM LAST  
APPROVED PY 23

**REVENUE**

WIOA ADULT	3,084,757	(572,868)
WIOA YOUTH	2,488,679	(198,075)
WIOA DISLOCATED WORKER	3,936,150	337,463
OTHER	-	0

OTHER	<b>2,059,550</b>	<b>1,051,595</b>
<i>QUEST DWG</i>	<i>693,494</i>	<i>0</i>
<i>Rapid Response</i>	<i>250,157</i>	<i>0</i>
<i>ITA Regional Managment</i>	<i>39,591</i>	<i>0</i>
<i>Ticket to Work</i>	<i>24,713</i>	<i>0</i>
<i>Sector Partnership Rd 3</i>	<i>260,989</i>	<i>260,989</i>
<i>Sector Partnership Rd 4</i>	<i>790,606</i>	<i>790,606</i>

<b>TOTAL REVENUE</b>	<b>11,569,136</b>	<b>618,115</b>
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**PLANNED EXPENDITURES**

		<b>PAGE OF BUDGET</b>	
ARC OPERATIONS	3,523,448	<b>30%</b>	89,977
CRC/MOBILE UNIT OPERATION	1,047,550	<b>9%</b>	0
<i>DIRECT PARTICIPANT EXPENSES</i>			
- TRAINING/SUPPORT (FORMULA)	1,927,602		(142,398)
- TRAINING/SUPPORT (QWEST DWG)	520,000		0
- WORK BASED LEARNING (FORMULA)	205,000		(20,000)
- WORK BASED LEARNING (OTHER)	-		0
TOTAL DIRECT PARTICIPANT EXPENSES	2,652,602	<b>23%</b>	(162,398)
SUBGRANTEE CONTRACTS	4,345,535	<b>38%</b>	690,535
<b>TOTAL PLANNED EXPENDITURES</b>	<b>11,569,136</b>		<b>618,115</b>

**REMAINING UNOBLIGATED FUNDS**

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\*For Board Review on 08/23/2023



# **Monthly Briefing Report One Stop Operator**

Reporting Period: July 2023

# Equus Monthly Briefing Report

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## **Focus Areas:**

- Updates
- Performance Metrics

## **Updates**

Over the past 60 days, our team has been working on the following:

### **1)Continued System Quality Services**

- The Customer Experience survey results are currently at 100 % for July 2023.

### **2)Partner Integration**

- Gwinnett One Stop Partner meetings still yield 50+ partners each month.
- New/Increased partnerships include- Restoration Storehouse Center, Women in Technology for Single Mothers, Atlanta Victim Assistance, Inc., Soft Skills Zone, and S.A.F.E Staffing.
- Clayton County and Douglas County Partner Meetings grow with new partners and participation.
- The Career Centers have hosted over Twenty Hiring events & more than 185 jobseekers attended the hiring events.

## Equus Monthly Briefing Report

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### Center Usage

- July - 327

### Center Calls

- July - 354

### Local Career Centers

- July +500 plus (Center Usage)
- July +1,000 plus (Center Calls)

**100.00 %**  
**Customer**  
**Satisfaction**  
**Rating**



*Currently engaged with 70+ partners and employers across the ARC Workforce area to maximize our impact and bring resources to businesses and individuals needing assistance via in-person and virtual avenues to ensure excellence in service delivery and responsiveness.*

# Equus Monthly Briefing Report

## Performance Metrics

Project: GA ATLANTA WIOA ONE STOP (OSO) Project Director: Ursula Amey-Reid

Benchmarks	Target Eff Targ	Catego Freq	Contr ID	Jul22 -----	Aug22 -----	Sep22 -----	Oct22 -----	Nov22 -----	Dec22 ---Tar	Jan23 get---	Feb23 -----	Mar23 -----	Apr23 -----	May23 -----	Jun23 -----
RAY'S Training Completion	98% 98.00%	Comple Quarterl	30452	100.00 98.00%	100.00 98.00%	100.00 98.00%	100.00 98.00%	100.00 98.00%	100.00 98.00%	100.00 98.00%	100.00 98.00%	100.00 98.00%	100.00 98.00%	100.00 98.00%	100.00 98.00%
Partner Integration	3 3.00	Partner Engagement Monthl	30452	5.00 3.00	5.00 3.00	4.00 3.00	4.00 3.00	5.00 3.00	4.00 3.00	3.00 3.00	4.00 3.00	5.00 3.00	5.00 3.00	4.00 3.00	4.00 3.00
Business Services	2 2.00	Business Engagement Monthl	30452	3.00 2.00	3.00 2.00	7.00 2.00	5.00 2.00	4.00 2.00	2.00 2.00	7.00 2.00	9.00 2.00	6.00 2.00	5.00 2.00	5.00 2.00	5.00 2.00
Customer Satisfaction Surveys	92% 92.00%	--- Monthl	30452	94.64% 92.00%	96.00% 92.00%	96.08% 92.00%	94.12% 92.00%	94.12% 92.00%	98.08% 92.00%	97.00% 92.00%	100.00 92.00%	98.00% 92.00%	100.00 92.00%	96.00% 92.00%	98.00% 92.00%

### Exceeded Performance 2022-2023

Project: GA ATLANTA WIOA ONE STOP (OSO) Project Director: Ursula Amey-Reid

Benchmarks	Target/ Eff Target	Category/ Freq	Contr ID	Jul23 -----	Aug23 -----	Sep23 -----	Oct23 -----	Nov23 -----	Dec23 ---Tar	Jan24 get---	Feb24 -----	Mar24 -----	Apr24 -----	May24 -----	Jun24 -----
RAY'S Training Completion	98% 98.00%	Completion Quarterly	30452	100.00% 98.00%	*	*	*	*	*	*	*	*	*	*	*
Partner Integration	3 3.00	--- Monthly	30452	5.00 3.00	*	*	*	*	*	*	*	*	*	*	*
Business Services	2 2.00	--- Monthly	30452	4.00 2.00	*	*	*	*	*	*	*	*	*	*	*
Customer Satisfaction Surveys	92% 92.00%	--- Monthly	30452	100.00% 92.00%											

### July 2023

RAY'S Training Completion 100%

Partner Integration 5

Business Services 4

Customer Satisfaction Surveys 100%

### Next Steps:

Continue to grow partner connections in Clayton, Henry, Fayette, and Douglas. Working with WIOA staff in One Stop to conduct monthly workshops for staff to include: Resume, Interviewing Skills, LinkedIn, and WorkSource GA Portal usage.

Continue to advertise the usage of the WorkSource Atlanta Region App. Working with EWS Career Service & Business Service Team to expand Community Resource Events, WIOA Training, and Hiring Events.