



AGREEMENT REGARDING MANAGEMENT OF THE WORKSOURCE METRO ATLANTA TARGETED OUTREACH PLAN

THIS AGREEMENT entered into as of this 1st day of September 2022, by and between the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC") and ____Fulton County_______, Georgia, as agent for its Local Workforce Development Board (hereinafter referred to as the "Participants").

WITNESSETH:

WHEREAS, Workforce Region 3 is comprised of 10 counties and five Local Workforce Development Areas; and

WHEREAS, job seekers and employers live, work, and commute across metro Atlanta and often cross jurisdiction lines and Local Workforce Development Area lines; and

WHEREAS, 2 CFR 200.421 states that allowable advertising costs for federal funds are those used for "program outreach and other specific purposes necessary to meet the requirements of the Federal award"; and

WHEREAS, the intent of the WorkSource Metro Atlanta Targeted Outreach Plan is to support program outreach by creating awareness and interest in WorkSource programs and services for both job seekers and employers in metro Atlanta; and

WHEREAS, the WorkSource Metro Atlanta Targeted Outreach Plan will include participation from the five Local Workforce Development Areas in metro Atlanta, including WorkSource Atlanta Regional, WorkSource Atlanta, WorkSource Cobb, WorkSource DeKalb, and WorkSource Fulton; and

WHEREAS, ARC agrees to act as coordinator and agent for Participant in the development and implementation of a WorkSource Metro Atlanta Targeted Outreach Plan;

NOW, THEREFORE, and in consideration of the mutual benefits to be derived therefrom, ARC and Participant agree as follows:

- 1. <u>Appointment of ARC</u>. Participants appoint ARC as their agent in operating as the primary point of contact for the WorkSource Metro Atlanta Targeted Outreach Plan and agree to act in concert with other Participants regarding this Agreement.
- 2. Responsibilities of ARC. ARC agrees to:
 - a. <u>Issue</u> an RFP and select a Contractor to carry out the technical specifications for developing and implementing the WorkSource Metro Atlanta Targeted Outreach Plan;
 - Execute a contract with the selected Contractor, monitor contract implementation, and make payments for work completed, as described in Attachment A to the agreement, which is made a part hereof;

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- Include each Participant's designee in input and update meetings with the Contractor to
 ensure the interests of each Participant are included in the agreed upon targeted outreach
 approach;
- d. By July 1 annually, provide an updated scope of work and budget for the continuation of the WorkSource Metro Atlanta Targeted Outreach Plan, as agreed upon with the Contractor, ARC, and Participant.
- 3. Responsibilities of the Participant. The Participant agrees to:
 - a. Cooperate with other Participants and ARC in furtherance of this Agreement;
 - b. Designate by name a contact person regarding management and oversight of this Agreement;
 - c. Through the designated contact person, participate in meetings with the Contractor and provide input and timely responses as requested;
 - d. Pay to ARC a portion of the costs associated with developing and implementing the WorkSource Metro Atlanta Targeted Outreach Plan, as allocated in Attachment B of this Agreement (and updated annually), which is made a part hereof;
- 4. <u>Term.</u> This Agreement shall become effective upon execution by the Participant and shall automatically renew for consecutive one-year terms on July 1st each year unless written notice is provided by either party to the other of its intent to terminate, as further described in Paragraph 10 of this agreement. This agreement will end on June 30, 2026.
- 5. <u>Nonparticipation</u>. Notwithstanding anything herein to the contrary, Participant acknowledges that ARC's performance hereunder is expressly conditioned upon the continued cooperation of all the Participants involved. If one or more Participants hereto should fail at any time to take any action to make a sufficient and timely response as required herein, then the other Participants shall be entitled to act together with regard to any such matter; provided, however, that the failure of any of the Participants to so act or respond shall not affect that Participant's right to act or respond on future matters.
- 6. Entire Agreement; Amendments. This agreement incorporates all prior negotiations, interpretations, work papers, and understandings between the parties and is the full and complete expression of their agreement. Any change, alteration, deletion or addition to the terms set forth in this agreement must be by written amendment executed by both parties. Either party may request modification to this agreement. Upon execution by both parties hereto, of a written amendment document, the changes shall be in full force and effect.
- 7. <u>Liability of Parties</u>. To the extent permissible by law, each party will be responsible for the injury or property damage caused by negligence or other wrongful act or omission of its own employees acting within the scope of employment and subject to such limitations as may be prescribed by applicable laws. The laws of the state of Georgia, including but not limited to the Georgia Tort Claims Act and Georgia Worker's Compensation Act, will govern any liability of the Participant or ARC.

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- 8. <u>Assurances.</u> The Participant agrees to comply with all assurances as outlined in this Agreement as set out in Attachment D.
- 9. <u>Terms, Abbreviations and Acronyms</u>. Terms, abbreviations and acronyms used in this Agreement and Attachments shall have the definition or meaning as set out in Attachment C, Glossary, which is made a part hereof.
- 10. <u>Termination of Agreement</u>. Either party may terminate this Agreement, in whole or in part, for either party's convenience, or because of failure of either party to fulfill the obligations of this Agreement in any respect. This agreement will remain in place for all other Participants if one or more of the Participants terminate their participation. Either party shall terminate by delivering to the applicable party, with at least thirty (30) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If terminated, the written notice shall be sent to the applicable party's address as follows:

To ARC, please address letter to:
Atlanta Regional Commission
Attn: ARWDB Director
229 Peachtree Street, NE
International Tower, Suite 100
Atlanta, GA 30303

To Participant, please address letter to:
Select Fulton
Attn: Deputy Director
141 Pryor Street, Suite 2052
Atlanta, GA 30303

All notices sent to the above addresses shall be binding upon the respective party unless said address is changed by either party in writing to the other party. If this Agreement is so terminated, ARC shall be paid as provided hereinbefore. Participants shall receive reimbursement on a pro-rated basis, based on the number of days remaining in the agreement.

- 11. <u>Venue</u>. This agreement shall be deemed to have been made and performed in Fulton County, Georgia. For the purposes of venue, all suits or causes of action arising out of this contract shall be brought in the courts of Fulton County, Georgia.
- 12. <u>Georgia Law Governs.</u> This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Georgia.
- 13. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts with the same effect as if all the Parties hereto had signed the same document. All such counterparts shall be

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construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their duly authorized representatives as of the date first above written.

ATLANTA REGIONAL COMMISSION	WORKSOURCE FULTON			
Executive Director	By:			
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Board Chair				
ATTEST:	WITNESSED:			
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Attachment A

SCOPE OF SERVICE

WorkSource Metro Atlanta Regional Targeted Outreach Services

I. General: The work to be accomplished by the Contractor(s) is in support of the following ARC work program component:

Workforce Solutions Cost Pool

- **II. Organizational Background:** The Contractor shall perform all the necessary services provided under the scope of work within the Atlanta Region (Georgia Workforce Development Region 3). This planning region encompasses five Local Workforce Development Areas (collectively known as WorkSource Metro Atlanta) that include:
- Area 3 Atlanta (City of) Workforce Development Area
- Area 4 Cobb County Workforce Development Area
- Area 5 DeKalb County Workforce Development Area
- Area 6 Fulton County Workforce Development Area
- Area 7 Atlanta Regional Workforce Development Area (encompassing Cherokee, Clayton, Douglas, Fayette, Gwinnett, Henry, and Rockdale Counties)

The Atlanta Regional Commission serves as the fiscal and administrative agent for the Atlanta Regional Workforce Development Board (ARWDB). As such, the ARC Workforce Solutions Group is charged with implementing the Workforce Innovation & Opportunity Act (WIOA), in conjunction with the other four Local Workforce Development Areas noted above, to support the overall metro Atlanta regional economy.

In implementing WIOA, WorkSource Metro Atlanta offers programs and services centered on meeting the needs of two primary customers: job seekers and employers. These programs focus on demand-driven workforce solutions by providing data and resources to employers seeking a skilled workforce, as well as providing employment services and training to dislocated workers, unemployed or underemployed adults, and youth.

This project includes all aspects of planning, coordinating, and executing a targeted outreach campaign in support of WorkSource Metro Atlanta. The primary goal of this targeted outreach plan is to increase participation in the offered workforce programs and services. This plan will create a message compelling enough that it resonates with both job seekers and employers. The plan will also include strategies to directly reach the primary customers on a regional scale as well as tailored to the needs and priorities of each Local Workforce Development Area.

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III. Project Background: WorkSource Georgia is the state-branded name for the 19 Local Workforce Development Boards responsible for delivering workforce development services throughout Georgia. Services are funded by federal legislation known as the Workforce Innovation and Opportunity Act (WIOA), under the U.S Department of Labor, to help local employers find qualified candidates for jobs and to help job seekers develop in-demand skills and find work opportunities. This landmark legislation was designed to strengthen and improve our nation's public workforce system by helping to get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers, and help employers hire and retain skilled workers.

This assignment is to build upon recent outreach activities developed and implemented over the past year for WorkSource Metro Atlanta, to evaluate past results and update the message to increase impact, and to tailor the outreach methods to meet targeted populations and those most in need. Using strategies that are based on supporting research and analysis to justify the recommended approach, the Contractor will prepare and implement an outreach plan promoting the WorkSource programs to create awareness and understanding of the services available and benefits of participating to both job seekers and employers.

More specifically, calls-to-action include:

- Increase website engagement at ATLworks.org
- Increase visits to one of the Career Resource Centers or the mobile career labs
- Increase awareness with local employers about WorkSource's ability to fill job openings and train current or new employees

Primary and secondary audiences include:

- 1. Job Seekers. Job seekers may be adults, dislocated workers, or youth. They may be unemployed, underemployed, rejoining the workforce, or in need of training to step up their credentials to ensure they have marketable skills to secure an in-demand job with a living wage. WorkSource may be their first stop, or they may be engaged in services with other agencies and need to expand the assistance they are receiving.
- 2. Local Employers. This group needs qualified workers. As the local economy continues to recovery and fully reopen, employers are increasingly having difficulty finding qualified people to fill their openings. Qualifications vary. In many cases they require specific certificates or documentation that shows the workers are suitable for the job. In others they may require a degree, clean criminal record, etc. Employers can receive financial assistance to retrain and improve the skills of existing employees in an effort to stay competitive and grow businesses.
- 3. Influencers. Finally, as we develop the program we want to communicate with influencers; the many people who come in contact with job seekers in the process of finding employment. This group includes workers at state agencies (DOL, VR, etc), financial assistance staff at technical schools, universities, and private training schools, staff at non-profits (such as churches, Goodwill, food banks, etc.), and business associations and development authorities.

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IV. Work Tasks

The Contractor shall perform all the necessary services to address the calls to action listed above and impact the intended audiences. The work to be accomplished under this contract is divided into the following tasks:

Task 1. Kick-Off Meeting & Project Planning

This includes overall communications planning, media planning, and budget allocation recommendations. Considering previously outlined approach and budget, the Contractor will work with ARC to determine the ideal allocation of resources. Additionally, this includes media planning where the Contractor will determine not only the general approach but the tactical plan (i.e., which specific media should be purchased). Planning includes all decision making and continues throughout the course of the initiative. Deliverables:

- Outreach communications plan
- Periodic updates and modifications

Task 2. Reassess Market and Understanding of Critical Workforce Issues. We are going through several significant shifts in the workforce ecosystem, which began when the pandemic first hit and continue today. First, we saw entire industry sectors close down and unemployment skyrocket. Then, COVID relief helped both employers and the unemployed work through the pandemic. Now, we see record-level low unemployment and at the same time, many people choosing not to go back to work. For those who kept working, we are also experiencing a redefinition of what "going to work" means. For this task, the Contractor should design and implement outreach/feedback methods to collect and analyze the needs of targeted customers and their understanding of services offered through the network of Local Workforce Development Boards. Deliverables:

- Feedback methods that may include, but is not limited to surveys, interviews, discussion groups, or other related methods
- Report summarizing the feedback
- Recommendations from feedback to be incorporated into the outreach plan

Task 3. Development and Implementation of Outreach Plan. Contractor will develop recommendations for outreach plan that delivers targeted messages to appropriate audiences (job seekers and employers, as necessary). Once the plan is approved, Contractor will purchase the plan, monitor performance, and adjust as necessary to maximize the effectiveness of the buy. Deliverables:

- Media recommendations
- Media buys
- Alternative outreach platforms and strategies
- Modifications and adjustments as necessary

Task 4. Development of Creative Materials to Support Outreach Plans. Working with the outreach plan, the Contractor will create materials that match precisely what they have specified to buy. All materials, including website, handouts, and other material must meet accessibility requirements. Deliverables:

- Digital ads to fit all formats planned
- As needed, other materials such as transit, billboards, and printed documents to be distributed, as planned

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Task 5. Guide and Training for Staff Outreach Activities. Contractor will prepare a guide for staff use in conducting ongoing outreach activities that support and coincide with the formal outreach plan. Contractor will plan and host a 2-hour training session with key local workforce staff on using the outreach guide.

Task 6. Updates and Revisions to ATLWorks.org Website. Contractor will work with ARC team to update the customer website site in order to extend its use from driving people to CRCs to providing more in-depth career development information. Search engine optimization techniques should be considered.

Task 7. Project management, Measurement, and Assessment. Contractor shall lead the organization, coordination, and reporting of progress on all deliverables noted above. Contractor shall share this information on a regular basis with WorkSource Metro Atlanta representatives. Contractor shall provide measures of success for the program. Deliverables:

- Digital dashboard
- Periodic performance reports
- Ongoing correspondence
- Periodic reports of work in progress
- Regularly scheduled meetings/teleconferences to report project status

Scope of Work Adjustments

Throughout the course of the contract, as new initiatives become necessary, adjustments to this scope of work will be made along with corresponding budgetary adjustments. In these circumstances, agreement must be met by both Contractor and the ARC.

<u>V. Project Schedule:</u> All work related to this contract must be completed by June 30, 2023. Based upon satisfactory performance, availability of funds, and other factors, ARC may issue an amendment to extend the contract annually for (1) additional year with the maximum term of the contract not to exceed four (4) years.

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\$110,000

ATTACHMENT B

Budget and Cost Sharing

The costs and payments identified below are based on five (5) Local Workforce Development Boards participating in the cost sharing. Costs and payments will be adjusted based on the total number of LWDBs participating.

Participant shall pay to ARC a portion of the costs associated with developing and implementing the WorkSource Metro Atlanta Targeted Outreach Plan, not to exceed the following amounts for Program Year 2022:

(including \$70,000 from sector strategy grant)		
City of Atlanta: WorkSource Atlanta	-	\$ 20,000
Cobb County: WorkSource Cobb	-	\$ 20,000
DeKalb County: WorkSource DeKalb	-	\$ 20,000
Fulton County: WorkSource Fulton	-	\$ 20,000
Estimated Budget Allocation*		
Task 1: Kick-off Meeting and Project Planning	\$ 15,000_	
Task 2: Market Assessment and Issues Identification	\$ 20,000_	
Task 3: Outreach Plan, Development and Implementation	\$ 110,000_	
Task 4: Creative Materials	\$ 10,000_	
Task 5: Outreach Guide and Training	\$ 10,000_	
Task 6: Website Updates	\$ 15,000_	
Task 7: Project Management, Measurement & Assessment	\$ 10,000_	
Total Cost:	\$ 190,000	

Atlanta Regional Commission: WorkSource Atlanta Regional

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^{*}Budget allocation may be adjusted with the approval of each Participant to reflect local priorities and implementation progress.





ATTACHMENT C

Glossary

ARC Atlanta Regional Commission

ARWDB Atlanta Regional Workforce Development Board

LWDA Local Workforce Development Area

LWDB Local Workforce Development Board

Participants The Local Workforce Development Boards and their

administrative entities involved in this agreement.

WIOA Workforce Innovation and Opportunity Act

WorkSource The branding used by the State of Georgia referring to the Local

Workforce Development Boards and their programs related to

WIOA implementation.

WorkSource Metro Atlanta The collective group of the five Local Workforce Development

Boards in metro Atlanta, including WorkSource Atlanta Regional, WorkSource Atlanta, WorkSource Cobb, WorkSource DeKalb, and

WorkSource Fulton.

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