



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 23RFP031723C-MH**

**2023 SUMMER YOUTH JOB TRAINING PROGRAM**

**FOR**

**YOUTH AND COMMUNITY SERVICES DIVISION**

**OF**

**FULTON COUNTY, GEORGIA**

## CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of May 2023**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **Kingdom Mentors International Corp.** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

### WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **June 21, 2023, BOC#23-0427**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

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## **ARTICLE I - PARTIES AND TERM:**

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **May 1, 2023**, until midnight **August 31, 2023**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

## **ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:**

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

### **SCOPE OF WORK:**

#### **Summer Youth Job Training Program (SYJTP)**

**Kingdom Mentors International Corp., Kingdom Mentors, Summer Youth Job Training and Personal Development** will provide services at the following locations at specified times during the contract period of **05/01/2023** through **8/31/2023**:

**Service Delivery Site(s):**

<b>Name of Program Site:</b>	<b>Program Location (complete physical address):</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location:</b>	<b>District(s) of Fulton County Youth Served by the program (facility) location:</b>
Kingdom Mentoring Center	826 Woodbourne Drive SW	Atlanta	GA	30310	4	4

### **Overview of Summer Youth Job Training Program:**

**Kingdom Mentors International Corp., Kingdom Mentors, Summer Youth Job Training and Personal Development** will provide services to **16** clients that reside in Fulton County, with SYJTP funding.

Our summer social enterprise program places our youth in strategic industries that will prepare them for self-sufficiency. Our business partners understand that our program requires online instructor lead modules and hands-on technical training, “learning and earning”. On the job skill development in business startups and cash management, problem solving, punctuality, attendance, accountability, teamwork, and communication. They also complete online training modules in “Financial Literacy”, “Business and Technology”, and “10 Strategies to Greatness”. We offer wraparound support through our network of partner organizations like Big Brothers Anonymous, a Fulton County (My Brother’s Keeper Alliance) who we have been working with since its inception. Trades our participants will work in are as follows- Carpentry, Media, Finance, Landscaping and Automotive (General Maintenance)

**Kingdom Mentors International Corp., Kingdom Mentors, Summer Youth Job Training and Personal Development** will provide the following activities, services, and summer youth job training experiences in Fulton County with SYJTP funding:

Our young will gain hands-on training with experience carpentry and plumbing tradesmen. They will be active participants with remodeling Kitchens and Bathrooms and be given online assessment test to measure the quality of their knowledge and training. We are also working with ASE Certified Mechanics to demonstrate vehicle maintenance that our youth will perform, along with visual and assessment learning. Kingdom Mentors partnering with Big Brothers Anonymous, a Fulton County (My Brother's Keeper Alliance) who provide a bi-monthly social gathering. Our participants are encouraged to attend at least once per month. Here they receive access and support to meet ongoing challenges whether it be emotional, physical or financial.

### **Designation of SYJTP Funds:**

Based on the awarded amount of **\$50,000.00**, the SYJTP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

- ***Administrative Expenses***- SYJTP Funds that are spent on Executive/Management Staff and Administrative Support Staff salaries, salary fringe and benefits ONLY. (Note: Not more than 5% of grant award can be used for administrative costs. Includes direct and indirect charges for administration of the grant)
- ***Direct Service Expenditures***- SYJTP Funds are utilized to provide services directly to agency/program participants such as payments made on behalf of participants for Job Training, Stipends, transportation (gas, parking, participant's public transportation costs, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants.  
The minimum SYJTP stipend must be no less than \$15/Hour for a minimum of 100 hours during the contract period.

***The maximum amount of SYJTP funds allowed for administrative purposes (executive staff salaries and benefits only) is 5% of funds awarded.*** Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

Cost Category	Designation of SYJTP Funding Request
Administrative (5% Admin max of funds awarded.)	\$2,000.00
Direct Services	\$48,000.00
Totals	\$50,000.00

### **Additional Explanation of Funding Details:**

The Administrative and Operational Support funds of 2,000 will be applied to the following line items. Insurance - 1,250. Office Expense - 400. Supplies - 350. We have allocated the Direct Services Funds as follows: 48,000. to be used for the 16 participants payments for work and training at \$15 per hour for up to 20 hours per week. And transportation, wrap-around assistance where needed.

**Program Performance Measures:**

**Kingdom Mentors International Corp. agrees to track and report program performance to the Fulton County Department of Community Development.**

**SYJTP Funding Priority(ies) to be tracked:**

Training Job Development Employment in strategic industries which leads to self sufficiency. | Access to digital literacy training for middle skill jobs including earn and learn models which allow job seekers to meet basic needs while training to enter living wage jobs.

**The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track and report program outcomes for the Fulton County residents supported with SYJTP funding, during the funding period (May 1, 2023-August 31, 2023):**

Number of Youth placed in paid summer job training opportunities. | Number of Youth with improved access to economic opportunities, programs and resources focused on foundational education, career exploration, and coaching to reengage youth and provide job readiness skills for employment. | Number of Youth who complete summer job training program.




## **ADDITIONAL REQUIREMENTS**

**Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or ineligibility to receive an RFP award during the next funding cycle.**

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in the 2023 Summer Youth Job Training Program RFP 23RFP031723C-MH
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgement: **"Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."**

*Note: If your agency uses logos versus text, you may substitute the language above with the Fulton*

*County Logo*  .

## **Reporting**

***It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/ inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.***

6. Contractor will be required to submit a completed performance report (with deadline of September 15, 2023) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance report is not submitted by stipulated due date.
7. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.
8. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Summer Youth Job Training funding. **Please note:** Failure to serve the total number of participants contracted to be served with SYJTP funding may result in reimbursement of SYJTP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.
9. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with SYJTP funding, and

LEDGERS demonstrating how Summer Youth Job Training Program funds were expended for the specified reporting period.

**Expenditure of Funds**

10. Contractor is prohibited from utilizing SYJTP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).
11. Summer Youth Job Training Program funds must be expended by August 31, 2023. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

### **ARTICLE III - COMPENSATION FOR SERVICES**

(a) Fulton County agrees to pay Contractor a maximum sum of **\$50,000.00**.

(b) Upon receipt and approval of Contractor's invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in the **Summer Youth Job Training Program Request for Proposal ("RFP") 23RFP0031723C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Summer Youth Job Training Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

#### **ARTICLE IV - RECORD KEEPING**

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **September 15, 2023, for the period May 1, 2023-August 31, 2023.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Youth and Community Services Division  
Summer Youth Job Training Program  
c/o: Grants Administration  
[hsd.grants@fultoncountyga.gov](mailto:hsd.grants@fultoncountyga.gov)  
137 Peachtree Street, SW  
Atlanta, Georgia 30303**

To Contractor:

**Kingdom Mentors International Corp.  
826 Woodbourne Drive SW  
Atlanta, Georgia 30310**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

#### **ARTICLE V - INDEMNIFICATION**

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND  
FOR CAUSE**

(a) This Agreement is effective on **May 1, 2023**, and shall terminate on **August 31, 2023**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this

Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County's right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

#### **ARTICLE VII - INDEPENDENT CONTRACTOR STATUS**

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

(b) Contractor acknowledges that **Kingdom Mentors International Corp.**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(c) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain

such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

### **ARTICLE VIII - INSURANCE**

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the “Insurance and Risk Management Provisions” document, Attachment “A”, with Fulton County, Georgia added as an “Additional Insured”. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

### **ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT**

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County’s and Contractor’s duly authorized representatives and entered into on the minutes of the Fulton County Board of Commissioners meeting.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

### **ARTICLE X - SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Fulton County.



## **ARTICLE XI - ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of Fulton County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at the County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

## **ARTICLE XII - SEVERABILITY OF TERMS**

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

## **ARTICLE XIII – PRECEDENCE OF AGREEMENT**

In the event that any language in the Department of Community Development's Summer Youth Job Training Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

## **ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words "shall not discriminate" shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through (5) of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

#### **ARTICLE XV - CAPTIONS**

The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the intent of the provisions thereof.

#### **ARTICLE XVI - GOVERNING LAW**

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

## **ARTICLE XVII - JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

[SIGNATURES ON FOLLOWING PAGE]

# Attachment A

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.


OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

**VENDOR NAME Kingdom Mentors International Corp.**

DocuSigned by:  
  
 BA715B1A26544E7  
 Robert L. Pitts, Chairman  
 Fulton County Board of Commissioners

DocuSigned by: Name of Signatory: **Khenan Paxton**  
  
 Title of Signatory: **Director**  
 5A685091C78E4A6...  
 Authorized Signature

**Please select Attest OR Notary from the checkbox**


☒ Attest

☐ Notary

ATTEST:

ATTEST:

DocuSigned by:  
  
 EEC476C4837648D...  
 Tonya R. Grier  
 Clerk to the Commission

DocuSigned by: 2nd Signatory Name: **Keneya Paxton**  
  
 2nd Signatory Title: **Assistant Director**  
 23EE0AA5B0774EB...

Second Authorized Signature

DocuSigned by:

(Affix County Seal)

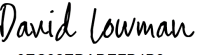


(Affix Corporate Seal)



APPROVED AS TO FORM:

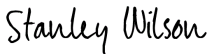
ATTEST:

DocuSigned by:  
  
 0EC92EDADEFB4B8...  
 Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: \_\_\_\_\_

DocuSigned by:  
  
 5E4D76DFB4A0450...  
 Stanley Wilson, Director  
 Fulton County Department of  
 Community Development

Commission Expires: \_\_\_\_\_

(Affix Notary Seal)

**Please select RCS or RM from the checkbox**

☒ RCS

☐ RM

ITEM#: 2023-0427	RCS: 6/21/2023	ITEM#: _____	RM: _____
<b>RECESS MEETING</b>		<b>REGULAR MEETING</b>	

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## CERTIFICATE OF AMENDMENT

### NAME CHANGE

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**KINGDOM MENTORING CENTER, INC.**  
**a Domestic Nonprofit Corporation**

has filed articles/certificate of amendment in the Office of the Secretary of State on 02/10/2023 changing its name to

**Kingdom Mentors International Corp.**  
**a Domestic Nonprofit Corporation**

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/ certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on 02/17/2023.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

## ARTICLES OF AMENDMENT

\*Electronically Filed\*

Secretary of State

Filing Date: 2/10/2023 5:21:16 PM

### Article 1

Business Name : KINGDOM MENTORING CENTER, INC.

Control Number : 0119782

### Article 2

The entity hereby adopts an amendment to change its name to the following new business name:

New Business Name : Kingdom Mentors International Corp.

Effective Date : 02/10/2023

### Article 3

The date of the adoption of the amendment was: 12/31/2022

### Article 3

The amendment was adopted by the board of directors :  
With member approval.

### Article 4

The date of the adoption of the amendment was: 12/31/2022

### Article 5

The undersigned does hereby certify that a request for publication of a notice of the filing of articles of amendment to change the corporation's name along with the publication fee of \$40.00 has been forwarded to the legal organ of the county of the registered office as requested by O.C.G.A 14-3-1005.1.

### Authorizer Information

**Authorizer Signature :** Khenan Paxton

**Authorizer Title :** Chairperson of the Board of Directors



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> The Insurance Connection  1727 Mars Hill Rd, Suite 206 Acworth GA 30101	<b>CONTACT</b> NAME: Sandi Purinton PHONE (A/C, No, Ext): 678-439-8757 E-MAIL: sandi@insconnectga.com ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: UNITED STATES LIAB INS CO</td> <td>25895</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: UNITED STATES LIAB INS CO	25895	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Kingdom Mentoring Center Inc. 826 WOODBOURNE DR SW  ATLANTA GA 30310-4608															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			NPP1611663	06/07/2023	06/07/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ Included
	OTHER:							\$
A	<b>AUTOMOBILE LIABILITY</b>			NPP1611663	06/07/2023	06/07/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			CUP1568950	06/07/2023	06/07/2024	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0.00							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional E/O			NPP1611663	06/07/2023	06/07/2024	GC	1,000,000
	Abuse/Molestation			NPP1611663	06/07/2023	06/07/2024	General Aggregate	2,000,000
							General Aggregate	1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. Certificate holder is an additional insured.

See attached workers compensation liability waiver below.

**CERTIFICATE HOLDER****CANCELLATION**

FULTON COUNTY GOVERNMENT

141 PRYOR ST SW

ATLANTA GA 30303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Keneya Paxton <kingdom.mentoring.ctr@gmail.com>

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## SYJTP Follow-Up and Documents Needed

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**Ferrell, Dionne** <Dionne.Ferrell@fultoncountyga.gov>  
To: Keneya Paxton <kingdom.mentoring.ctr@gmail.com>

Fri, Jul 21, 2023 at 1:11 PM

Please see the message below. Download this email thread and add it to your COI. This will be used as you waiver. Please let me know when this action is complete so that I can upload it and move your scope to the next step of the processing stage.

---

**From:** Williams, Cherie <Cherie.Williams@fultoncountyga.gov>  
**Sent:** Friday, July 21, 2023 12:54 PM  
**To:** Ferrell, Dionne <Dionne.Ferrell@fultoncountyga.gov>  
**Subject:** RE: SYJTP Follow-Up and Documents Needed

Hi Deedee,

Based on Kingdom Mentoring's statement that they do not have any full time employees, the Workmen's Compensation may be **WAIVED**.

Please ask the agency to include this email as part of the COI document and submit as one document.

Thank you!

Cherie Williams

Program Manager

Youth and Community Services Division

Department of Community Development

404-612-5348 (office)

404-612-1109 (efax)

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**From:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>  
**Sent:** Friday, July 21, 2023 12:39 PM  
**To:** Williams, Cherie <[Cherie.Williams@fultoncountyga.gov](mailto:Cherie.Williams@fultoncountyga.gov)>  
**Subject:** FW: SYJTP Follow-Up and Documents Needed

Kingdom Mentoring requests a waiver. See below.

**From:** Keneya Paxton <[kingdom.mentoring.ctr@gmail.com](mailto:kingdom.mentoring.ctr@gmail.com)>  
**Sent:** Friday, July 21, 2023 12:38 PM  
**To:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>  
**Subject:** Re: SYJTP Follow-Up and Documents Needed

Greetings,

Please note the following: Kingdom Mentoring Center is operated by a director and assistant director who are both part time employees & volunteers, the organization does not have or employ any full time employees.

**Keneya Paxton**

Vice-Chair/Asst. Director

**Kingdom Mentors International**

23 Years of Youth Mentoring & Development

Atlanta, GA 30310

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[Youth Mentoring & Development](#) | [Spirit](#) | [Mind](#) | [Body](#)



On Fri, Jul 21, 2023 at 12:02 PM Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)> wrote:

Good morning,

As we are reviewing your scope for the second phase, your insurance policy is missing the workers compensation portion and will not be able to move forward without this portion added.

How many full-time employees does the program have?

---

**From:** Keneya Paxton <[kingdom.mentoring.ctr@gmail.com](mailto:kingdom.mentoring.ctr@gmail.com)>

**Sent:** Wednesday, July 19, 2023 2:13 PM

**To:** Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)>

**Subject:** Re: SYJTP Follow-Up and Documents Needed

---

We have received and uploaded the liability insurance document for your review, please let us know if you have any questions.

**Keneya Paxton**

Vice-Chair/Asst. Director

**Kingdom Mentors International**

23 Years of Youth Mentoring & Development

Atlanta, GA 30310

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Youth Mentoring & Development | Spirit | Mind | Body



On Wed, Jul 19, 2023 at 11:05 AM Ferrell, Dionne <[Dionne.Ferrell@fultoncountyga.gov](mailto:Dionne.Ferrell@fultoncountyga.gov)> wrote:

Good morning,

As our summer programs are coming to a close, this is just a follow-up to ensure you are not in correcting stage by mistake. If your scope is complete, please mark all sections as complete and click submit. If not, please confirm any problematic or incomplete areas for a status update.

#23RFP031723C-MH  
2023 Summer Youth Job Training Program

Purchasing Forms & Instructions

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** KINGDOM MENTORING CENTER, INC. on behalf of Fulton County

Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

1841740

EEV/Basic Pilot Program\* User Identification Number



BY: Authorized Officer of Agent  
(Insert Contractor Name)

VICE-CHAIRMAN/ASST. DIRECTOR

Title of Authorized Officer or Agent of Contractor

KENEYA PAXTON

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12 day of April, 2023.

Notary Public: Jorge Quinto Jr

County: Gwinnett

Commission Expires: 08/22/2026





<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

#23RFP031723C-MH

2023 Summer Youth Job Training Program

Purchasing Forms &amp; Instructions

## STATE OF GEORGIA

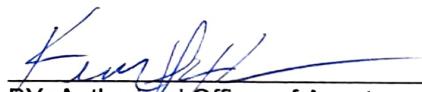
## COUNTY OF FULTON

## FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with [insert name of prime contractor] KINGDOM MENTORING CENTER, INC. behalf of Fulton County Government has registered with and is participating in a federal work authorization program<sup>4</sup>,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

1841740

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

VICE-CHAIRMAN/ASST. DIRECTOR

Title of Authorized Officer or Agent of Subcontractor

KENEYA PAXTON

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 12 day of April, 2023.Notary Public: Jorge Quinto JrCounty: GwinnettCommission Expires: 08/22/2026

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].