

Contract for Services between Fulton County and Dillon's Catering

This Contract for Services ("Contract") is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia ("Fulton County"), by and through its Department of Community Development ("Department"), and **Dillon's Catering, LLC** as a registered and active business within the state of Georgia, with a business location at 2710 Jefferson Street, Austell, Georgia 30168 (hereinafter collectively referred to as the "Parties").

WHEREAS, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 ("COVID-19") which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

WHEREAS, this declared pandemic has resulted in the President of the United States, Governor Brian Kemp of the State of Georgia, and the Board of Commissioners of Fulton County, Georgia taking action to protect the health, safety and welfare of their respective citizens, including providing fiscal disbursements toward these efforts; and

WHEREAS, Federal regulations allow noncompetitive procurements to be used when a public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation (2 CFR 200.320(c)); and

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program; and

WHEREAS, it has been established that certain citizens such as, contract employees in the restaurant and arts community, and others, are adversely impacted by Covid-19 and are in need of social services and programs to ensure their continued well-being during this pandemic; and

WHEREAS, as a result of the public health crisis, the County conducted emergency procurement under its rules and regulations found in Fulton County Code Section 102-385, to obtain Dillon's Catering to help in the County's response to COVID-19; and

WHEREAS, the Purchasing Agent with approval and concurrence of the County Manager has determined that an emergency exists under Fulton County Code Sec. 102-385, Emergency Procurement, and makes this contract award pursuant thereto and the information shall be forwarded to the Board of Commissioners for ratification and be made a part of the minutes of the next scheduled meeting of the Board of Commissioners.

WHEREAS, Dillon's Catering provides catering service and is capable of providing health and nutritious food for those experiencing food insecurity; and

WHEREAS, Dillon's Catering is a registered vendor with Fulton County and is in compliance with the guidelines set forth by the Department of Purchasing and Contract Compliance, which is inclusive of having a verified tax ID number and business license; and

WHEREAS, the Board of Commissioners finds that allocating SLFRF emergency funding from its ARPA allotment to Dillon's Catering will allow this entity to provide emergency assistance in the form of meals to students in need living in hotels in South Fulton; and

WHEREAS, the Consultant has the necessary licenses, permits, experience, personnel and facilities to perform the work; and

WHEREAS, Fulton County Code of Laws ("FCC") § 1-117 give the Board of Commissioners exclusive authority over the affairs of the County, and the Board of Commissioners is authorized, pursuant to O.C.G.A. § 36-1-19.1, to fund programs for purely charitable purposes in the form of contracts for services; and

WHEREAS, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms and conditions expressed herein.

NOW THEREFORE, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND RELATIONSHIP

1. This Contract describes the way in which the Parties will use SLFRF emergency funding from the County's ARPA allotment to support the delivery of essential community services relating to food insecurity and other economic assistance to Fulton County residents as a part of the County's response to the COVID-19 pandemic.
2. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship. Neither party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent.

ARTICLE II. INITIATIVES

1. Emergency Response Funding in the amount of \$25,080.00 will be provided by Fulton County to Dillon's Catering to provide emergency assistance in the form of meals to students in need living in hotels in South Fulton, with such services provided for the period August 2, 2021 through August 28, 2021, or until the COVID-19 pandemic State of Emergency has been removed, subject to funding, but in no event not to extend beyond December 31, 2021.
2. Fulton County funds shall be spent by Dillon's Catering for expenses incurred in accordance with the amounts described in Article IV of this Contract, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of \$25,080.00.

ARTICLE III. REPORTING

1. Dillon's Catering will submit a weekly progress report of assistance provided to citizens from the allotment provided by Fulton County. This weekly report shall include supportive documentation, with such report to specifically provide the names and amounts distributed to the recipients, the category of need for which the funds were provided and the nature of the priority category into which the assisted citizens fall. The progress report is a performance measurement tool administered to assist with monitoring program performance and compliance. The Department will provide the performance template and due dates. Dillon's Catering shall submit the reports electronically.
2. During the term of this Contract, Dillon's Catering and the Department shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

ARTICLE IV. SCOPE OF WORK

1. To the fullest extent possible, Dillon's Catering shall prioritize the additional emergency funding to approximately 91 students and their families in the South Fulton Community who are residents of hotels and who are adversely affected due to the Covid-19 outbreak.
2. Dillon's Catering will provide community safety net services in the amount of \$25,080.00 to the following Fulton County target population: South Fulton Community
 - Community safety net services for economically vulnerable populations:
 - To provide emergency assistance in the form of meals to approximately 91 students in need in South Fulton.
 - Two meals per day, per student, approximately \$12 per meal value, Monday – Friday for six days with this service being provided beginning on August 2, 2021 through August 7, 2021, and two (2) days on weekends (Friday and Saturdays) as follows: August 13-14; August 20-21; and August 27-28.
3. Funding is restricted to "Direct Services" program expenditures benefiting Fulton County program participants, as defined, and not for Administrative Services or Operational Services, as defined herein:
 - a. **Direct Service Expenditures:** Funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, public transportation costs, etc.), and program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants.
 - b. **Administrative or Operational Expenses:** Funds that are spent on executive / management staff and their administrative support staff salaries, salary fringe, and benefits; etc.

- c. **Operational Expenditures:** Funds used to conduct agency/ organizational functions that are secondary to program service delivery such as office/ warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), utility expenses, transportation expenses (staff travel expenses), marketing/catalogues, etc.

ARTICLE V. TERM OF AGREEMENT

1. This Contract is effective upon execution and not to extend beyond December 31, 2021.
2. Fulton County will disburse \$25,080.00 funding award in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.

ARTICLE VI. TERMINATION

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VIII of this Contract, and to the contact person so listed, considering any information updates received by the Parties pursuant to Article VIII.
2. Anything contained herein to the contrary notwithstanding, the County may terminate the Contract effective immediately prior to expiration of the term where Dillon's Catering commits a material breach of the Contract and fails to cure said breach within the time allotted by the County.
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

ARTICLE VII. MODIFICATIONS

1. This Contract may be modified at any time by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

ARTICLE VIII. NOTICES

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

To Fulton County:

Fulton County Community Development Department

137 Peachtree Street
Atlanta, Georgia 30303

Copy to:

Office of the County Manager
141 Pryor Street, Suite 10062
Atlanta, Georgia 30303

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Dillon's Catering:

Arron Dillon
Owner
2710 Jefferson Street, Austell, Georgia 30168

ARTICLE IX. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
4. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
5. This Contract shall be governed by the laws of the State of Georgia.
6. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
7. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or

contemplated hereby, except as otherwise expressly provided for in this Contract.

8. **Indemnification.** Dillon's Catering agrees to indemnify Fulton County for any and all funds provided to Dillon's Catering by the County that is deemed by a regulatory agency to be ineligible for the services rendered hereunder.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the
6th day of August, 2021.

FULTON COUNTY, GEORGIA

Approved:

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DILLON'S CATERING:

Approved:

DocuSigned by:

Arron Dillon

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Arron Dillon
Owner

Attest:

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



Approved as to Content:

DocuSigned by:

Pamela Roshell

DB15F2F614E447A...

Pamela Roshell, PhD, MSW
Deputy Chief Operating Officer
Health and Human Services

Approved as to Form:

DocuSigned by:

[Signature]

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Office of the County Attorney

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ITEM#: _____ RCS: _____	ITEM#: 2021-0512 RM: 7/14/2021
RECESS MEETING	REGULAR MEETING

Contract for Services between Fulton County and Sandtown Pub Restaurant

This Contract for Services (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia (“Fulton County”), by and through its Department of Community Development (“Department”), and **Jonezy Enterprise, LLC DBA Sandtown Pub** as a registered and active business within the state of Georgia, with a business location at 5819 Campbellton Road, Suite 202, Atlanta Georgia 30331 (hereinafter collectively referred to as the “Parties”).

WHEREAS, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”) which has rapidly spread throughout the world and is now having an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

WHEREAS, this declared pandemic has resulted in the President of the United States, Governor Brian Kemp of the State of Georgia, and the Board of Commissioners of Fulton County, Georgia taking action to protect the health, safety and welfare of their respective citizens, including providing fiscal disbursements toward these efforts; and

WHEREAS, Federal regulations allow noncompetitive procurements to be used when a public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation (2 CFR 200.320(c)); and

WHEREAS, On March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, it has been established that certain citizens such as, contract employees in the restaurant and arts community, and others, are adversely impacted by Covid-19 and are in need of social services and programs to ensure their continued well-being during this pandemic; and

WHEREAS, as a result of the public health crisis, the County conducted emergency procurement under its rules and regulations found in Fulton County Code Section 102-385, to obtain Sandtown Pub Restaurant to help in the County’s response to COVID-19; and

WHEREAS, the Purchasing Agent with approval and concurrence of the County Manager has determined that an emergency exists under 102-385, Emergency Procurement and makes this contract award pursuant thereto and the information shall be forwarded to the Board of Commissioners for ratification and be made a part of the minutes of the next scheduled meeting of the Board of Commissioners.

WHEREAS, Sandtown Pub Restaurant is located in South Fulton that provides a variety of meal choices has a food truck that travels to various areas to serve delicious meals; and

WHEREAS, Sandtown Pub Restaurant is a registered vendor with Fulton County and is in compliance with the guidelines set forth by the Department of Purchasing and Contract Compliance, which is inclusive of having a verified tax ID number and business license; and

WHEREAS, the Board of Commissioners finds that allocating SLFRF emergency funding from its ARPA allotment to Sandtown Pub Restaurant will allow this entity to provide emergency assistance in the form of meals to students in need in South Fulton; and

WHEREAS, the Consultant has the necessary licenses, permits, experience, personnel and facilities to perform the work; and

WHEREAS, Fulton County Code of Laws ("FCC") § 1-117 give the Board of Commissioners exclusive authority over the affairs of the County, and the Board of Commissioners is authorized, pursuant to O.C.G.A. § 36-1-19.1, to fund programs for purely charitable purposes in the form of contracts for services; and

WHEREAS, the Parties deem it to be in the best interest of both parties to enter into this Contract under the terms and conditions expressed herein.

NOW THEREFORE, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND RELATIONSHIP

1. This Contract describes the way in which the Parties will use SLFRF emergency funding from the County's ARPA allotment to support the delivery of essential community services relating to food insecurity and other economic assistance to Fulton County residents as a part of the County's response to the COVID-19 pandemic.
2. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship. Neither party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent.

ARTICLE II. INITIATIVES

1. Emergency Response Funding in the amount of \$55,440.00 will be provided by Fulton County to Sandtown Pub Restaurant to provide emergency assistance in the form of meals to students in need in South Fulton, with such services provided for the period July 8, 2021 through August 28, 2021, or until the COVID-19 pandemic State of Emergency has been removed, subject to funding, but in no event not to extend beyond December 31, 2021.
2. Fulton County funds shall be spent by Sandtown Pub Restaurant for expenses incurred in accordance with the amounts described in Article IV of this Contract, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will Fulton County be obligated for providing any funding above the total amount of \$55,440.00.

ARTICLE III. REPORTING

1. Sandtown Pub Restaurant will submit a weekly progress report of assistance provided to citizens from the allotment provided by Fulton County. This weekly report shall include supportive documentation, with such report to specifically provide the names and amounts distributed to the recipients, the category of need for which the funds were provided and the nature of the priority category into which the assisted citizens fall. The progress report is a performance measurement tool administered to assist with monitoring program performance and compliance. The Department will provide the performance template and due dates. Sandtown Pub shall submit the reports electronically.
2. During the term of this Contract, Sandtown Pub Restaurant and the Department shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

ARTICLE IV. SCOPE OF WORK

1. To the fullest extent possible, Sandtown Pub Restaurant shall prioritize the additional emergency funding to approximately 95 students and their families in the South Fulton Community who are residents of hotels and who are adversely affected due to the Covid-19 outbreak.
2. Sandtown Pub Restaurant will provide community safety net services in the amount of \$54,440.00 to the following Fulton County target population: South Fulton Community
 - Community safety net services for economically vulnerable populations:
 - To provide emergency assistance in the form of meals to approximately 95 students in need in South Fulton.
 - Two meals per day, per student, approximately \$12 per meal value, Monday – Friday, with this service being provided beginning on July 12, 2021 through July 30, 2021. Two meals per day, per student, approximately \$12 per meal value, Friday and Saturdays beginning on August 6- August 28, 2021.
3. Funding is restricted to “Direct Services” program expenditures benefiting Fulton County program participants, as defined, and not for Administrative Services or Operational Services, as defined herein:
 - a. **Direct Service Expenditures:** Funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, public transportation costs, etc.), and program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants.
 - b. **Administrative or Operational Expenses:** Funds that are spent on executive / management staff and their administrative support staff salaries, salary fringe, and benefits; etc.

- c. **Operational Expenditures:** Funds used to conduct agency/ organizational functions that are secondary to program service delivery such as office/ warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), utility expenses, transportation expenses (staff travel expenses), marketing/catalogues, etc.

ARTICLE V. TERM OF AGREEMENT

1. This Contract is effective upon execution and not to extend beyond December 31, 2021.
2. Fulton County will disburse \$54,440.00 funding award in one installment upon execution of this Contract. All invoices subsequently submitted to verify services rendered are subject to review and approval by the Finance Department-Accounts Payable Division.

ARTICLE VI. TERMINATION

1. Any Party may terminate this Contract by giving thirty (30) calendar days written notice to the other Party and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VIII of this Contract, and to the contact person so listed, considering any information updates received by the Parties pursuant to Article VIII.
2. Anything contained herein to the contrary notwithstanding, the County may terminate the Contract effective immediately prior to expiration of the term where Sandtown Pub Restaurant commits a material breach of the Contract and fails to cure said breach within the time allotted by the County.
3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations.

ARTICLE VII. MODIFICATIONS

1. This Contract may be modified at any time by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

ARTICLE VIII. NOTICES

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

To Fulton County:

Fulton County Community Development Department
137 Peachtree Street

Atlanta, Georgia 30303

Copy to:

Office of the County Manager
141 Pryor Street, Suite 10062
Atlanta, Georgia 30303

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Sandtown Pub Restaurant:

Fredericka Jones
Owner
5819 Campbellton Road Suite 202
Atlanta, Georgia 30331

ARTICLE IX. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.
2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.
3. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.
4. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.
5. This Contract shall be governed by the laws of the State of Georgia.
6. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
7. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

8. **Indemnification.** Sandtown Pub Restaurant agrees to indemnify Fulton County for any and all funds provided to Sandtown Pub Restaurant by the County that is deemed by a regulatory agency to be ineligible for the services rendered hereunder.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the
3rd day of August, 2021.

FULTON COUNTY, GEORGIA

Approved:

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

SANDTOWN PUB RESTAURANT:

Approved:

DocuSigned by:
Fredericka Jones
A1D04E718E5D40A...
Fredericka Jones
Owner

Attest:

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

(Affix County Seal)



Approved as to Content:

DocuSigned by:
Pamela Roshell
DB15F2F614F447A...
Pamela Roshell, PhD, MSW
Deputy Chief Operating Officer
Health and Human Services

Approved as to Form:

DocuSigned by:
[Signature]
2277A2CEF73F4E4...
Office of the County Attorney

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ITEM#: _____ RCS: _____	ITEM#: 2021-0512 RM: 7/14/2021
RECESS MEETING	REGULAR MEETING

1 **A RESOLUTION TO EXTEND EMERGENCY PURCHASING AUTHORITY OF THE**
2 **CHAIRMAN AND COUNTY MANAGER FOR COVID-19 RELATED PURCHASES;**
3 **AND FOR OTHER PURPOSES**

4
5 **WHEREAS**, beginning in March 2020, Fulton County, Georgia has been impacted
6 by the threat and spread of a novel coronavirus known as SARS-CoV-2 (COVID-19); and

7 **WHEREAS**, on March 13, 2020, to control the spread of the virus, President
8 Donald Trump issued a “Proclamation on Declaring a National Emergency Concerning
9 the Novel Coronavirus Disease (COVID-19) Outbreak”; and

10 **WHEREAS**, on March 14, 2020, Georgia Governor Brian Kemp, by Executive
11 Order 03.14.20.01, declared a public health emergency in the State of Georgia by
12 Executive Order, including the area encompassing Fulton County to assist health and
13 emergency management officials across Georgia by deploying all available resources for
14 mitigation and treatment of COVID-19; and

15 **WHEREAS**, Georgia Governor Brian Kemp’s Executive Order 03.14.20.01, which
16 was extended every thirty (30) days by the governor, expired on July 1, 2021; and

17 **WHEREAS**, on June 30, 2021, Georgia Governor Brian Kemp, by Executive Order
18 6.30.21.01, declared that the State of Georgia is experiencing an ongoing public
19 emergency due to the impacts of COVID-19 on the economy, supply chain, and
20 healthcare infrastructure, and declared a state of emergency for continued COVID-19
21 recovery in the State of Georgia, which includes the area encompassing Fulton County;
22 and

23 **WHEREAS**, the public health emergency caused by the spread, and potential
24 spread, of COVID-19 has negatively impacted Fulton County’s public health, supply
25 chain, and healthcare infrastructure; and

1 **WHEREAS**, on March 18, 2020, the Board of Commissioners ("BOC") passed
2 Resolution No. 20-0237 declaring authorization for the Chairman and the County
3 Manager to execute any documents, including but not limited to contracts, memoranda
4 of understanding or declarations necessary to ensure the maintenance of critical
5 governmental functions during the pandemic; and

6 **WHEREAS**, this authority granted to the Chairman and County Manager, as
7 extended, expires on August 5, 2021; and

8 **WHEREAS**, the BOC wishes to continue the authorization granted to the County
9 Manager and Chairman to make COVID-19 related emergency purchases from any
10 funding the County has received, to include from Federal Emergency Management
11 Agency (FEMA) through the Robert T. Stafford Disaster Relief and Emergency
12 Assistance Act (Stafford Act) (42 U.S.C §§ 5121-5207), Consolidated Appropriations Act
13 (H.R. 133, 116th Cong. (2020)), Emergency Rental Assistance Program (15 U.S.C. §
14 9058c), Coronavirus Aid, Relief and Economic Security Act (C.A.R.E.S Act) (Pub. Law
15 116-136, March 27, 2020, 15 U.S.C. § 9001 et seq.), and American Rescue Plan Act (
16 H.R. 1319, 117th Cong. (2021)) using the same process that was put into place to handle
17 C.A.R.E.S. Act funded projects consistent with Fulton County Code of Ordinances § 102-
18 385.

19 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
20 extends the time period of COVID-19 related emergency purchasing authority to the
21 County Manager and Chairman until September 4, 2021.

22 **BE IT FURTHER RESOLVED**, that the Chairman or the County Manager are
23 hereby authorized to execute any documents, including but not limited to contracts,

1 memoranda of understanding or declarations necessary to ensure the maintenance of
2 critical governmental functions.

3 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon
4 adoption and shall continue until further notice.

5 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County, this
6 14th day of July, 2021.

7 **FULTON COUNTY BOARD OF**
8 **COMMISSIONERS**

9 **SPONSORED BY:**

10 

11
12
13
14 Chairman Robert L. Pitts

15
16
17 **ATTEST:**



Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:



Kaye Woodard Burwell
Interim County Attorney

ADD-ON
ITEM # 20-0237

1 A RESOLUTION TO DECLARE A LOCAL EMERGENCY IN FULTON COUNTY,
2 GEORGIA DUE TO THE THREAT AND IMPACT OF THE COVID-19 OUTBREAK;
3 AND FOR OTHER PURPOSES
4

5 WHEREAS, beginning in March 2020, Fulton County, Georgia has been
6 impacted by the threat and spread of a novel coronavirus known as SARS-CoV-2
7 (COVID-19); and

8 WHEREAS, on March 6, 2020, the Georgia Department of Public Health added
9 COVID-19 to the Notifiable Diseases List in Georgia, ensuring that all physicians,
10 laboratories, and other health care providers immediately report cases of COVID-19 to
11 the State to enable rapid epidemiological response to curb the transmission of the
12 disease; and

13 WHEREAS, on March 11, 2020, based upon a 13-fold increase in the number of
14 cases outside of China within a two week period, more than 118,000 cases in 114
15 countries, 4,291 deaths and thousands in hospitals fighting for their lives, the World
16 Health Organization characterized COVID-19 as a pandemic; and

17 WHEREAS, on March 13, 2020, to control the spread of the virus, President
18 Donald Trump issued a "Proclamation on Declaring a National Emergency Concerning
19 the Novel Coronavirus Disease (COVID-19) Outbreak"; and

20 WHEREAS, on March 14, 2020, Georgia Governor Brian Kemp declared a public
21 health emergency in the State of Georgia, including the area encompassing Fulton
22 County, to assist health and emergency management officials across Georgia by
23 deploying all available resources for mitigation and treatment of COVID-19; and

24 WHEREAS, this resolution is for the acceptance of Federal and State grants and
25 benefits to which the County, may be entitled; and

ADD-ON
ITEM # 20-0237

1 WHEREAS, as of March 17, 2020, there were 146 confirmed cases in Georgia,
2 thirty-three (33) of which are in Fulton County and according to national health experts
3 these numbers may not accurately capture the actual number of cases; and

4 NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners
5 hereby finds that the public health emergency caused by the spread, and potential
6 spread, of COVID-19 requires the declaration of a local emergency encompassing all of
7 Fulton County, Georgia in order to protect the public health, marshal all available
8 resources for the mitigation and treatment of COVID-19, preserve public safety, close
9 any and all County-owned buildings and other facilities to the use of the general public
10 during the duration of such public health emergency, coordinate responses with
11 municipalities within Fulton County, Georgia, counties, the State of Georgia, the United
12 States government, and any other agencies, and protect the economic benefit of Fulton
13 County, Georgia;

14 BE IT FURTHER RESOLVED, that it is necessary to grant to the County
15 Manager all the power necessary to ensure the maintenance of critical governmental
16 functions during this public health emergency and to provide guidance to the director of
17 the Atlanta-Fulton County Emergency Management Agency as contemplated by Section
18 114-35 and Section 130-35 of the Fulton County Code of Ordinances;

19 BE IT FURTHER RESOLVED, that it is necessary to grant to the Chairman and
20 the County Manager the authority to execute any documents, including but not limited to
21 contracts, memoranda of understanding or declarations necessary to ensure the
22 maintenance of critical governmental functions during this public health emergency;

ADD-ON
ITEM # 20-0237

1 using the County's Emergency Procurement process delineated in Section 102-385 of
2 the Fulton County Code of Ordinances.

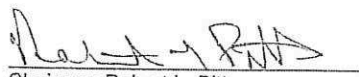
3 BE IT FURTHER RESOLVED, that in conjunction with this Resolution, the Board
4 of Commissioners of Fulton County instructs the Chairman of the Board, in conjunction
5 with the Fulton County Manager, to sign and effectuate the Declaration of Emergency
6 attached to this Resolution as "Exhibit A" and disseminate it to the public;

7 BE IT FINALLY RESOLVED, that this Resolution shall become effective upon
8 adoption and expire within thirty days.

9 PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
10 Georgia, this 18th day of March, 2020.

11
12 FULTON COUNTY BOARD OF
13 COMMISSIONERS
14

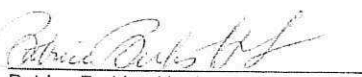
15
16 SPONSORED BY:
17

18
19 
20 Chairman Robert L. Pitts
21

22
23
24 ATTEST:

25
26 
27 Tonya R. Griet
28 Interim Clerk to the Commission
29
30
31

APPROVED AS TO FORM:

32 
33 Patrise Perkins-Hooker
County Attorney

ITEM # 20-0237 RCS 3.18.20
RECESS MEETING



June 30, 2021 Executive Orders Impact on County Governments

PRIOR PUBLIC HEALTH STATE OF EMERGENCY

Throughout the pandemic, the Governor's Executive Orders (EOs) have been a combination of "Renewal of Public Health State of Emergency," which enacts the state of emergency extraordinary powers of state and local government, and "Empowering a Healthy Georgia," which contains the restrictions and requirements on individuals, businesses, and governments during the pandemic.

On June 22, 2021, the Governor issued an EO (06.22.21.01) that extended the prior **Public Health State of Emergency** until **July 1, 2021 at 12:00 A.M.** That prior state of emergency was allowed to expire on schedule.

On June 22, 2021, another EO (06.22.21.02), the new "Empowering a Healthy Georgia," was issued. The EO remained in effect through **July 1, 2021 at 12:00 A.M.** The chain of EO's on Empowering a Healthy Georgia was allowed to expire on schedule.

NEW STATE OF EMERGENCY FOR CONTINUED COVID-19 ECONOMIC RECOVERY

On June 30, 2021, the Governor issued an EO (06.30.21.01) that declared a new state of emergency "due to the effects of the natural disaster caused by COVID-19" and the "ongoing emergency due to the impacts of COVID-19 on the economy, supply chain, and healthcare infrastructure." **The new Economic Recovery State of Emergency became effective upon the signature of the Governor (06.30.21 at 1:22 P.M.) and remains in effect until July 30, 2021 at 11:59 P.M.**

On June 22, 2021, another EO (06.30.21.02), was issued setting forth actions deemed necessary to implement measures to address the new State of Emergency for Continued COVID-19 Economic Recovery declared by EO 06.30.21.01. **The EO became effective upon signature of the Governor (06.30.21 at 1:23 P.M.) and remains in effect through the period of the SoE declared by EO 06.29.21.01 (sic)¹.**

The summary below prepared by the ACCG Legal Department explains the provisions of the second June 30, 2021 Executive Order that directly impact county governments. **Unless indicated otherwise, all references below to 'Executive Order' or 'EO' refer to EO 06.30.21.02.**

¹ EO, p. 3. The new economic recovery SoE was in fact declared by EO 06.30.21.01 and it remains in effect until July 30, 2021.

County Ordinances and Orders.

The EO, in a backdoor manner, seems to be attempting to impose a preemption of local authority to regulate matters related to the new Economic Recovery State of Emergency (SoE).

The EO contains no such provision in the actual portions of the EO dealing with the ordering of specific items of action. Instead, within the self-serving justifications of the Whereas clauses preceding the actual orders, the EO states that:

- 1) O.C.G.A. 38-3-28(a) prohibits local governments from making, amending, or rescinding any orders, rules, and regulations as may be necessary for emergency management that are inconsistent with any orders, rules, or regulations promulgated by the Governor; and
- 2) County orders, rules, ordinances, or mandates that provide for any action more or less permissive than the recommendations and requirements of this EO will result in an incompatible outcome for a uniform response to the SoE therefore constituting inconsistency.²

So, there is no clear-cut prohibition of action in any part of the EO dealing with items ordered by the EO, only this vague statement of what county actions will result in incompatibility and inconsistency with the Whereas clauses of the EO. Setting aside the issue of inartfully drafting, the intended purpose appears to be preemption of county action. Accepting that this goal is somehow achieved, it is unclear whether the EO allows any county action regarding the current economic SoE, outside of perhaps county regulations designed to assist in enforcement of the terms of the EO. ACCG strongly encourages counties to consult with their county attorneys prior to taking any specific actions on subjects covered by this EO.

Notary Public Requirements.

Any purported requirement under the laws of this state that a notarial act performed pursuant to O.C.G.A. Chapters 45-2 or 45-17 must occur in the physical presence of the notary public are suspended. A notarial act may be performed remotely if all the following requirements are met:

- 1) The notary uses real-time audio-video communication technology or any similar real-time means of electronic video conferencing that allows simultaneous communication by sight and sound;
- 2) The notary is an attorney licensed to practice in Georgia or is operating under the supervision of such an attorney;
- 3) The signer requiring the notarial act presents satisfactory evidence of identity as required under O.C.G.A. § 45-17-8 while connected to the real-time audio-video communication technology;
- 4) The notary is physically located in Georgia; and
- 5) The signer transmits a copy of the signed document to the notary on the same date it was executed for execution by the notary.

Documents Requiring In-Person Signature

Any requirement under Georgia law that a document be signed, subscribed, executed, witnessed, attested, acknowledged, or affirmed in the physical presence of another individual or individuals may be

² EO, p. 2.

satisfied by use of audio-video communication technology or any similar real-time means of electronic videoconferencing that allows all the parties to communicate with each other simultaneously by sight and sound.

This includes, but not is not limited to, O.C.G.A. §§ 10-6B5, 15-9-86, 19-3-62, 19-8-4, 19-8-5, 19-8-6, 19-8-7 29-2-11, 29-4-3, 29-5-3, 31-32-5, 44-2-1 et seq., 44-5-128, 44-5-143, 44-5-144, 44-5-145, or 53-4-30, including a power of attorney, verified petition filed in probate court, antenuptial agreement, surrender of rights for adoption, return filed in probate court, standby guardian designation, nomination of guardian, nomination of conservator, advance directive for health care deed, will, codicil, or other document.

County Government Eligibility for State Funds and Other Reporting Requirements.

The EO continues the suspension of requirements under O.C.G.A. §§ 36-70-27 and 50-8-8 that impose reporting or filing requirements on local governments and that impact local governments' eligibility for state funds. These suspended requirements are tied to the new economic recovery State of Emergency (currently set to expire on July 30, 2021 at 11:50 P.M.):

Service Delivery Strategies/Comprehensive Plans. The penalties for failing to file Service Delivery Strategies and/or Comprehensive Plans by their respective deadlines are suspended specifically to allow local governments to be eligible for state funding for expenditures that are made during the Public Health State of Emergency and are related to the prevention, treatment, or mitigation of COVID-19.

County Procurement.

The EO continues the suspension of original signature and raised corporate seal requirements if related to: (1) construction surety bonds under O.C.G.A. §§ 13-10-40 through 65, 32-2-70, 36-91-1, 36-91-2, 36-91-50, and 36-91-70 through 93; and (2) commercial surety bonds required or permitted "under numerous other statutes", for the limited purpose of providing that public procurement officers are required to accept electronic signatures and electronic corporate seals under O.C.G.A. §§ 10-12-2 et seq. and 33-24-14. Any construction surety bond or commercial surety bond may be executed electronically: (1) if notarized pursuant to Executive Order 04.09.20.01; and (2) if requested by the procurement officer, the original is provided within 7 business days.

County Boards of Equalization.

The EO continues to provide "that for purposes of Code Section 48-5-311(e)(6A)(sic)³, 'in-person' appearances before county boards of equalization may occur via remote communications, including, but not limited to, video teleconference."

The EO does not address other instances in law which provide for public hearings or appearances, perhaps because those other laws do not specifically refer to 'in-person' participation.

³ The correct citation is O.C.G.A. § 48-5-311(e)(6)(A) and not (6A). EO, p. 8.

Grand Jury.

The EO provides that any purported requirement of the laws of Georgia, including but not limited to O.C.G.A. §§ 15-12-67 and 15-12-68, that prohibits remote administration of oaths for grand jury purposes is suspended. The EO also provides that any purported requirement of the laws of Georgia, including but not limited to O.C.G.A. § 15-12-66.1, that prohibits remote attendance of grand jurors and prospective grand jurors is suspended.

Enforcement.

While violation of the public health EO's was a misdemeanor, the EO's regarding the new economic recovery SoE are silent on enforcement.

County Government Eligibility for State Funds and Reporting Requirements.

Suspended or extended deadlines for various reporting or filing requirements on local governments that impact local governments' eligibility for state funds under EO's dealing with the public health SoE are not addressed in the economic recovery EO. These formerly suspended/extended requirements dealt with:

- Annual Audits. The deadline for filing annual local government audits is extended by ninety (90) days for any local government whose existing audit deadline fell/falls either during the declared Public Health State of Emergency or within 90 days after that SoE was terminated. It expired July 1, 2021.
- Reports of Local Government Finances and Local Authority Debt Issuance Reports. The deadline for filing the annual Report of Local Government Finances as well as the deadline for local authorities to file annual indebtedness reports is extended by ninety (90) days for any local government or authority whose existing deadline fell/falls either during the declared Public Health State of Emergency or within 90 days after that SoE was terminated. It expired July 1, 2021.
- Grant Certifications. The deadline for filing certifications relating to expenditure of state grant funds is extended by ninety (90) days for any local government or authority whose existing deadline fell/falls either during the declared Public Health State of Emergency or within 90 days after that SoE was terminated. It expired July 1, 2021.

Weapons and Ammunition.

For any weapons carry license or renewal license that expires during the economic recovery SoE (which itself expires July 30, 2021), the application for renewal thereof made under O.C.G.A. § 16-11-129 is considered to be for a renewal license if the holder applies within 120 after the expiration date on the face of the license.⁴ Nothing in the EO shall be construed to suspend or limit the sale, dispensing, or transportation of firearms or ammunition or any component thereof.⁵

⁴ EO, p. 10

⁵ EO, p. 16.

Face Mask Requirements.

The EO is silent on face mask requirements.

Driver's License or Identification Card.

Any state law or regulation, including, but not limited to O.C.G.A. § 40-5-21.1, that limits the time period for which a noncitizen who holds a Georgia driver's license or identification card may be issued a temporary driving permit or identification card, whose driver's license or identification card expired on or after March 14, 2020, who have already been issued the 120 day temporary driving permit or identification card under O.C.G.A. § 40-5-21.1, and have filed, or on whose behalf has been filed, a request for an extension with the U.S Department of Homeland Security, or similar such federal issuing agency, for time to remain lawfully within the U.S., and said request is still pending, to apply to the Georgia Department of Driver Services for one or more additional 120 day temporary driving permits or identification cards. Nothing in the EO suspends any existing identity or lawful status verification requirements of DDS to comply with federal REAL I.D. requirements.⁶

Questions.

Questions about the applicability or enforcement of the EO to a particular county should be directed to the county attorney.

⁶ EO, p. 10.



THE STATE OF GEORGIA

EXECUTIVE ORDER

BY THE GOVERNOR:

DECLARATION OF STATE OF EMERGENCY FOR CONTINUED COVID-19 ECONOMIC RECOVERY

- WHEREAS:** In March of 2020, a new and significant outbreak of respiratory disease caused by a novel coronavirus emerged in the State of Georgia; and
- WHEREAS:** The respiratory disease caused by the novel coronavirus, known as "COVID-19," is an infectious virus that can spread from person-to-person and can result in serious illness or death; and
- WHEREAS:** On March 14, 2020, due to the impact of COVID-19 on the State of Georgia, I issued Executive Order No. 03.14.20.01, declaring a Public Health State of Emergency in Georgia; and
- WHEREAS:** On March 14, 2020, I issued a Proclamation convening the General Assembly of Georgia in special session on Monday 16, 2020, at 8:00 A.M. for the express purpose of concurring with or terminating the Public Health State of Emergency in accordance with Code Section 38-3-51(a); and
- WHEREAS:** The Georgia General Assembly met in special session and concurred with Executive Order 03.14.20.01 by joint resolution on March 16, 2020, thereby affirming the existence of a Public Health State of Emergency and vesting me with the emergency powers enumerated in Code Section 38-3-50 *et seq.*; and
- WHEREAS:** As the State continued to respond to the public health emergency caused by COVID-19, I renewed the Public Health State of Emergency declared by Executive Order 03.14.20.01 by issuing Executive Orders 04.08.20.02, 04.30.20.01, 05.28.20.01, 06.29.20.01, 07.31.20.01, 08.31.20.01, 09.30.20.01, 10.30.20.01, 11.30.20.01, 12.30.20.01, 01.29.21.01, 02.26.21.01, 03.31.21.01, 04.23.21.01, 05.28.21.01, and 06.22.21.01, and it is currently set to expire on July 1, 2021, at 12:00 A.M.; and

- WHEREAS:** The public health effects of COVID-19 in Georgia have been mitigated and controlled due to the efforts of the Georgia Department of Public Health, the Georgia Department of Community Health, the Georgia National Guard, many other state agencies, local governments, and most importantly, the hardworking residents of Georgia; and
- WHEREAS:** As a result of said efforts, the State of Georgia is no longer experiencing a public health emergency; and
- WHEREAS:** Despite the State's success in surviving the COVID-19 pandemic, long-term negative effects of COVID-19 remain; and
- WHEREAS:** While a state of emergency is warranted due to the effects of the natural disaster caused by COVID-19, the expanded powers of a public health state of emergency are no longer necessary; and
- WHEREAS:** I will end the Public Health State of Emergency declared by Executive Order 03.14.20.01 on July 1, 2021, at 12:00 A.M. in an effort to demonstrate that the Governor should only exercise exceptional powers as necessary; and
- WHEREAS:** The State is experiencing an ongoing emergency due to the impacts of COVID-19 on the economy, supply chain, and healthcare infrastructure; and
- WHEREAS:** The Governor is vested with the emergency powers cited herein as the Chief Executive of this State; and
- WHEREAS:** Code Section 38-3-28 provides that "[a]ll orders, rules, and regulations promulgated by the Governor" have the force and effect of law; and
- WHEREAS:** As Chief Executive, the Governor is tasked with protecting the citizens of this State, including during a state of emergency; and
- WHEREAS:** Code Section 38-3-51(c)(1) vests the Governor with the power to enforce all laws, rules, and regulations relating to emergency management and to assume direct operational control of all civil forces and helpers in the state; and
- WHEREAS:** Code Section 38-3-51(c)(4) vests the Governor with the power to perform and exercise such other functions, powers, and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population; and
- WHEREAS:** Code Section 38-3-51(d)(1) vests the Governor with the power to suspend any regulatory statute prescribing the procedures for conduct of state business, or the orders, rules, or regulations of any

state agency if strict compliance with any statute, order, rule, or regulation would in any way prevent, hinder, or delay necessary action in coping with the emergency or disaster; and

WHEREAS: Code Section 38-3-51(d)(2) vests the Governor with the power to utilize all available resources of the state government and of each political subdivision of the state as reasonably necessary to cope with the emergency or disaster, therefore providing the Governor with emergency authority over all resources of every local government of the State; and

WHEREAS: Code Section 38-3-51(d)(3) establishes the Governor's emergency authority over the operation of state departments and agencies by vesting the Governor with the power to transfer the direction, personnel, or functions of state departments and agencies or units thereof for the purpose of performing or facilitating emergency services; and

WHEREAS: Code Section 38-3-28(a) prohibits political subdivisions of the state from making, amending, or rescinding any orders, rules, and regulations as may be necessary for emergency management that are inconsistent with any orders, rules, or regulations promulgated by the Governor; and

WHEREAS: Local rules, ordinances, orders, or mandates that provide for any action more or less permissive than the recommendations and requirements of this Order will result in an incompatible outcome for the uniform response to this state of emergency, therefore constituting inconsistency as Black's Law Dictionary defines "inconsistent" as lacking agreement among parts or otherwise not compatible with another fact or claim; and

WHEREAS: In accordance with Georgia law, the Governor has ultimate authority over the State's emergency management procedures because, while other agencies and political subdivisions of the State may be directed or authorized to develop and implement emergency management plans, rules, regulations, and emergency rules and regulations, Code Section 38-3-28(a) clearly provides that no such rule, regulation, or order may be inconsistent with the Governor's own emergency management directives; and

WHEREAS: In consultation with state economic, healthcare, and emergency preparedness officials, I have determined a state of emergency exists as provided by Code Section 38-3-51, and that the following actions are necessary and appropriate to protect the continued strength of Georgia's economy and provide for the health, safety, and welfare of Georgia's residents and visitors; and

WHEREAS: Continued action by the State of Georgia is necessary to ensure the complete restoration of social and economic welfare of the State by responding to the ongoing effects of COVID-19 on the State; and

WHEREAS: As specified above, Georgia law vests the Governor in Code Section 38-3-51 with the authority to bring emergency situations under control by issuing orders, rules, and regulations to protect the safety and welfare of the public.

NOW, THEREFORE, PURSUANT TO CODE SECTION 38-3-51, AND THE AUTHORITY VESTED IN ME AS GOVERNOR OF THE STATE OF GEORGIA, IT IS HEREBY

ORDERED: That because of the continuing negative impacts of the COVID-19 pandemic on the State's economy, supply chain, and healthcare infrastructure, a State of Emergency is declared in the State of Georgia.

IT IS FURTHER

ORDERED: That all resources of the State of Georgia shall be made available to assist in activities designed to address this emergency and aid recovery and response efforts.

IT IS FURTHER

ORDERED: That efforts to resolve the resulting effects of the COVID-19 outbreak in the State of Georgia shall remain underway, such as efforts to provide eligible individuals and families with available support and assistance, including, but not limited to, temporary enhanced benefits through the Supplemental Nutrition Assistance Program administered by the Georgia Department of Human Services Division of Family and Children Services in accordance with Section 2302 of the Families First Coronavirus Response Act.

IT IS FURTHER

ORDERED: That the Georgia Department of Defense provide up to one hundred (100) Georgia National Guard troops to be used in response to this State of Emergency.

IT IS FURTHER

ORDERED: That these Georgia National Guard troops be called up to State Active Duty as necessary by the Adjutant General.

IT IS FURTHER

ORDERED: That all state and local authorities, as well as public and private entities, shall fully comply with all orders by the Governor as authorized by Georgia law, in furtherance of this Order.

IT IS FURTHER

ORDERED: That during preparation, response, and recovery activities for this State of Emergency, price gouging of goods and services necessary to support these efforts would be detrimental to the social and economic welfare of the citizens of this State, and thus Code Section 10-1-393.4, prohibiting price gouging, remains in effect.

IT IS FURTHER

ORDERED: That if one or more of the provisions contained in this Order shall be held to be invalid, in violation of the Georgia Constitution, in violation of Georgia law, or unenforceable in any respect, such invalidity, violation, or unenforceability shall not effect any other provisions of this Order, but, in such case, this Order shall be construed as if such invalid, illegal, or unenforceable provision had never been contained within the Order.

IT IS FURTHER

ORDERED: That the State of Emergency shall terminate on July 30, 2021, at 11:59 P.M., unless it is renewed by the Governor.

This 30th day of June 2021, at 1:22 P.M.


GOVERNOR