

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION NO. 2021-54

A RESOLUTION AUTHORIZING CLAYTON COUNTY FIRE AND EMERGENCY SERVICES TO ENTER INTO MEMORANDUM OF UNDERSTANDING WITH THE CLAYTON COUNTY SCHOOL DISTRICT TO ESTABLISH, SUPPORT, AND OPERATE A COVID-19 VACCINATION CLINIC TO VACCINATE CLAYTON COUNTY PUBLIC SCHOOL EMPLOYEES AND CLAYTON COUNTY PUBLIC SCHOOL STUDENTS; TO AUTHORIZE THE CHAIRMAN OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS RELATING THERETO AND TO OTHERWISE PERFORM ALL ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, on February 25, Governor Brian Kemp announced that teachers and school staff will be eligible for the COVID-19 vaccine starting on March 8, 2020; and

WHEREAS, Clayton County Fire and Emergency Service ("CCFES") wishes to enter into a Memorandum of Understanding ("MOU") with the Clayton County school District ("CCPS") to operate a COVID-19 vaccination clinic aimed at vaccinating CCPS students and employees based on their age in order to facilitate the reopening of schools and face-to-face learning; and

WHEREAS, the purpose of the MOU is to allow CCFES to provide medical oversight to CCPS for the purpose of conducting vaccine operations for their staff; and

WHEREAS, the MOU sets forth the responsibilities of both CCFES and CCPS for operating the COVID-19 vaccination clinic; and

WHEREAS, the Board deems it in the best interest of the County and the County will best be served by entering this Memorandum of Understanding for the stated purposes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS

OF CLAYTON COUNTY, GEORGIA AND IT IS HEREBY RESOLVED

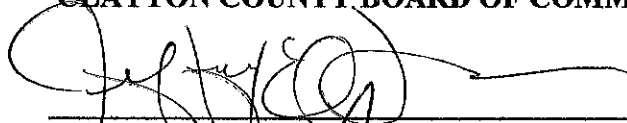
Section 1. The Board of Commissioners hereby authorizes Clayton County, on behalf of Clayton County Fire and Emergency Services, to enter a Memorandum of Understanding with the

Clayton County Board of Education to establish, support, and operate a COVID-19 vaccination clinic to vaccinate Clayton County Public School employees and Clayton County Public School students. The Board also authorizes the Chairman to perform all acts necessary to accomplish the intent of this Resolution. Further, the Chairman or his designee is authorized to execute the Memorandum of Understanding.

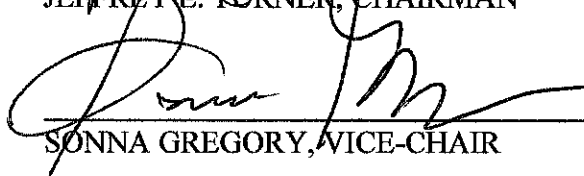
Section 2. This Resolution and the attached Memorandum of Understanding shall be effective on the date of its approval by the Board of Commissioners.

SO RESOLVED, this the 2 day of March, 2021.

CLAYTON COUNTY BOARD OF COMMISSIONERS




JEFFREY E. TURNER, CHAIRMAN




SONNA GREGORY, VICE-CHAIR



GAIL HAMBRICK, COMMISSIONER

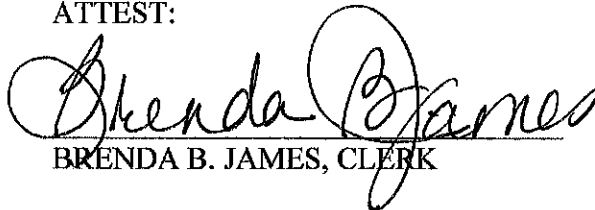


FELICIA FRANKLIN, COMMISSIONER



DEMONT DAVIS, COMMISSIONER

ATTEST:



BRENDA B. JAMES, CLERK

**MEMORANDUM OF UNDERSTANDING
BETWEEN CLAYTON COUNTY SCHOOL DISTRICT
AND CLAYTON COUNTY FIRE & EMERGENCY SERVICES**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 26 day of February, 2021, by and between CLAYTON COUNTY SCHOOL DISTRICT (hereinafter "Clayton County Public Schools" or "CCPS") and CLAYTON COUNTY FIRE & EMERGENCY SERVICES (hereinafter "CCFES").

A. Statement of Purpose.

The purpose of this MOU is to set forth the parties' shared objective in establishing, supporting, and operating a COVID-19 vaccination clinic (the "COVID-19 Vaccine Clinic"), with the aim of vaccinating CCPS employees, as well as CCPS students who are authorized to receive such vaccine based on their age, in order to facilitate the reopening of schools and face-to-face learning through a reduction of the risk of COVID-19 infections and community spread.

B. Term and Termination.

The term of this MOU shall commence on March 1, 2021 and shall terminate on June 30, 2022. However, either party may terminate this MOU immediately, and for any reason, upon providing thirty (30) days written notice to the other party. Upon termination of this MOU, the parties agree to cooperate to achieve an orderly wind down of the operations of the COVID-19 Vaccine Clinic, and to act in the best interests of the CCPS community through such process.

C. Responsibilities of the Parties.

1. CCPS Responsibilities:

- a. Provision of space at North Jonesboro Center, 1098 Fifth Ave. Jonesboro, GA 30236 (the "Facility") to operate the COVID-19 Vaccine Clinic.
- b. Provision of refrigeration and secure storage for the COVID-19 vaccines.
- c. Provision of other necessary medical supplies and equipment to operate the COVID-19 Vaccine Clinic.
- d. Provision of air purification technology at the COVID-19 Vaccine Clinic.
- e. Provision of an electronic appointment scheduling system to CCPS employees and/or students for scheduling appointments at the COVID-19 Vaccine Clinic.
- f. Provision of registered school nurses employed by CCPS to assist with inoculation of CCPS employees and students, as well as patient care management related to the inoculation process.

D. Confidential Information.

The parties understand and agree that any and all confidential information acquired or received by the parties in connection with this MOU shall be held in strictest confidence, consistent with any and all applicable federal and state laws and regulations, including as appropriate the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA").

E. Force Majeure.

In the event and to the extent that any party is unable to perform its obligation under this MOU because of any act of nature, civil disturbance, fire, flood, riot, war, terrorist attack, picketing, strike, lockout, work stoppage, loss of transportation or facilities, oil or fuel shortage or embargo, governmental action, or any condition or cause beyond such party's control, such party shall be excused from performance of the MOU.

F. Notices.

All notices required under this MOU shall be in writing and shall be deemed to have been given on the next day by electronic means or upon personal delivery, or in ten (10) days upon delivery in the mail, first class, with postage prepaid. Notices shall be sent to the addressees indicated below unless written notification of change of address shall have been given:

To CCPS:

Morcease J. Beasley
Superintendent
Clayton County Public Schools
1058 Fifth Avenue
Jonesboro, GA 30236

To CCFES:

Landry D. Merkison
Chief Resiliency Officer
Director, Fire and Emergency Services
Clayton County Fire & Emergency Services
7810 Highway 85
Riverdale, GA 30274

G. Conformance.

The parties agree to amend the MOU, as appropriate, to conform to any new or revised legislation, rules, and regulations to which it is subject now or in the future. If within sixty (60) days of either party first providing written notice to the other of the need to amend the MOU to comply with such applicable laws, the parties, acting in good faith, are (i) unable to mutually agree

upon and make amendments or alterations to the MOU to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate the MOU upon thirty (30) days prior written notice to the other party.

H. Relationship of the Parties.

At all times during the term of this MOU, the relationship between the parties shall be that of independent contractors, and this MOU shall not be considered to form any type of partnership, agency, employment relationship, or joint venture. Neither party nor their respective employees, agents, representatives, or contractors shall have the right, power, or authority to enter into any bindings, commitments, or agreements on behalf of the other party. Neither CCFES nor its employees, agents, representatives, or contractors shall hold themselves out as representatives, employees, or agents of CCPS, and CCFES shall remain solely responsible for the supervision of its employees, agents, representatives, and contractors. CCFES agrees that CCPS is not responsible for the payment of any salaries, taxes, benefits, or any other costs associated with the employment of CCFES's employees, agents, representatives, or contractors pursuant to or in connection with this MOU. CCFES further agrees that CCPS is also not responsible for any acts or omissions of CCFES or any of its employees, agents, representatives, or contractors.

I. Amendments.

This MOU shall not be amended or modified unless set forth in writing and signed by each party's authorized officer or agent.

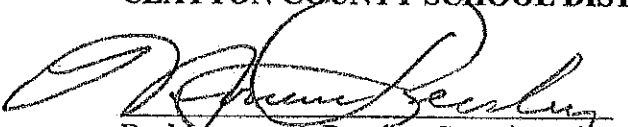
J. Counterparts.

This MOU may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

K. Venue.

The legal venue of this MOU and any dispute arising therefrom shall lie in the appropriate court of Clayton County, Georgia.

CLAYTON COUNTY SCHOOL DISTRICT



Dr. Morcease J. Beasley, Superintendent

Date: 2-26-2021

CLAYTON COUNTY FIRE & EMERGENCY SERVICES

Landry D. Merkison, CRO, Fire Chief

Date: _____