

**CITY OF DALTON**  
**RESOLUTION**  
**Resolution No. 21-02**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
LOCAL MEDICAL PROFESSIONALS FOR THE PARTICIPATION IN THE CITY OF  
DALTON COVID-19 VACCINE PROGRAM**

**WHEREAS**, on March 14, 2020 Governor Kemp issued Executive Order No. 03-12-20.01 declaring a public health state of emergency in the State of Georgia due to COVID-19; and

**WHEREAS**, the Governor has renewed the public health state of emergency from time to time throughout 2020 and 2021; and

**WHEREAS**, there exists within our community a continued need for protecting the citizens from COVID-19; and

**WHEREAS**, the Federal Food and Drug Administration has issued an emergency use authorization for vaccines to combat COVID-19; and

**WHEREAS**, there exists a need in our community to provide the COVID-19 vaccines; and

**WHEREAS**, the Mayor and Council have determined that it is in the best interest of the City and the citizens of our community to contract with leaders in our local medical profession to distribute and administer the COVID-19 vaccines.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council hereby authorizes the Public Safety Commission to identify qualified, licensed medical professionals to distribute and administer the COVID-19 vaccines to the citizens of our community as part of the City of Dalton vaccine program.

**BE IT FURTHER RESOLVED**, that the City shall provide legal services by the City Attorney, or other attorneys as may be determined by the CITY, to defend any injury related liability claim made against the AGENT to assert any immunity defense arising from the sovereign immunity of the City of Dalton as a municipal corporation of the State of Georgia and any immunity defense arising from the Federal Public Readiness and Emergency Preparedness Act (PREP Act) at the City's expense for any personal injury or death liability claim arising from the administration of a COVID-19 vaccine pursuant to the City of Dalton vaccine program.

**BE IT FURTHER RESOLVED**, that the Mayor and City Clerk are hereby authorized to execute an agreement with qualified, licensed medical professionals identified by the Public Safety Commission medical committee to distribute and administer the COVID-19 vaccines to the citizens in our community, a copy of which is attached to these Resolutions as Exhibit "A" (the "Agreement"); and

**BE IT FURTHER RESOLVED**, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**BE IT FURTHER RESOLVED** that the City Clerk is authorized and directed to record this approved Resolution in the minutes of the City Council.

**BE IT FURTHER RESOLVED**, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton.

**ADOPTED AND APPROVED** on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Resolution received its first reading on \_\_\_\_\_. A motion for passage of the Resolution was made by Councilmember \_\_\_\_\_, second by Councilmember \_\_\_\_\_ and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**EXHIBIT "A"**

**CITY OF DALTON**

**VACCINE PROGRAM PROFESSIONAL SERVICES AGREEMENT**

THIS VACCINE PROGRAM PROFESSIONAL SERVICES AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and \_\_\_\_\_, hereinafter referred to as "AGENT".

WHEREAS, the CITY desires to engage the AGENT to provide professional medical services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the AGENT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

WITNESSETH: That the parties hereto for the considerations hereinafter provided covenant and agree as follows:

1. **EMPLOYMENT OF AGENT:** The CITY hereby engages the AGENT and the AGENT hereby agrees to perform the professional medical services hereinafter set forth.

2. **SCOPE OF SERVICES:** The AGENT shall distribute and administer COVID-19 vaccines as part of the City of Dalton vaccine program.

3. **ADDITIONAL SERVICES:** The AGENT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.

4. **DATE OF COMMENCEMENT:** The AGENT shall commence work on the project on \_\_\_\_\_, 20\_\_\_\_. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. **DATE OF COMPLETION:** The AGENT shall complete the project on or before \_\_\_\_\_, 20\_\_\_\_.

6. **CONTRACT SUM:** In lieu of the payment for professional services rendered, the CITY shall provide legal services by the City Attorney, or other attorneys as may be determined

by the CITY, to defend any injury related liability claim made against the AGENT to assert any immunity defense arising from the sovereign immunity of the City of Dalton as a municipal corporation of the State of Georgia and any immunity defense arising from the Federal Public Readiness and Emergency Preparedness Act (PREP Act) at the City's expense for any personal injury or death liability claim arising from the administration of a COVID-19 vaccine pursuant to the City of Dalton vaccine program.

7. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, and other information to which CITY has possession or control which are necessary for AGENT to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to AGENT in obtaining any information or documentation which are necessary for AGENT to perform the scope of services provided for herein;

(c) to designate a representative authorized to act on the CITY's behalf with respect to the project;

(d) to permit access to the subject public property and obtain permission to access necessary private property for AGENT to complete the scope of services at locations identified by CITY;

8. AGENT COVENANTS: AGENT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by licensed medical professionals practicing in the same or similar medical profession;

(b) to maintain all required medical professional licenses necessary to complete the services during the term of this Agreement.

(c) to use only employees and agents qualified and appropriately licensed to complete the work with sufficient experience and only after expressed written permission of the CITY;

(d) to designate a representative authorized to act on the AGENT's behalf with respect to the project.

(e) to use the subject property identified by the CITY for use in the vaccine program in a safe, careful and lawful manner;

(f) to promptly report in writing to CITY any damage to or injuries sustained by the AGENT or any third party participating in the City of Dalton vaccine program

which is made necessary by any act of AGENT, its employees, or agents;

- (g) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (h) to exercise the ordinary standard of care in complying with the laws, codes, professional rules and medical regulations applicable to the AGENT's services;
- (i) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (j) to attend meetings, provide reports, or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;

9. ASSIGNMENT: AGENT may not assign all or any portion of the Agreement without the prior written permission of CITY.

10. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

11. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton  
ATTN: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to AGENT shall be mailed to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

12. TERMINATION OF CONTRACT: In the event that AGENT defaults or neglects to perform the services in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination.

13. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. AGENT shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

AGENT:

AGENT:

\_\_\_\_\_

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

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

CITY:

CITY OF DALTON, GEORGIA

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

Attest: \_\_\_\_\_  
CITY CLERK