

**MEMORANDUM OF AGREEMENT
COVID-19 PCR TESTING O'HARE CLINICAL LAB SERVICES, INC.
AND
THE CITY OF DORAL**

This Memorandum of Agreement ("Agreement") is entered into this 10th day of November 2021, between O'Hare Clinical Lab Services, Inc. (O'Hare), and the City of Doral (City), and they both agree as follows:

WITNESSETH

WHEREAS, in support of the City's mission and strategic initiatives, it has been deemed prudent to provide PCR testing for City of Doral employees to identify workers with SARS-CoV-2 infection, and thus help prevent or reduce further transmission; and

WHEREAS, O'Hare has agreed to perform PCR testing to test City of Doral employees for COVID-19 at City Hall and/or the Doral Police Department on a weekly basis as specified in Exhibit A; and

WHEREAS, there is no charge to individuals for COVID-19 PCR testing; and

WHEREAS, O'Hare will not require any assistance from City staff and will work directly with the federal government to recover funding for their work in administering COVID-19 PCR testing.

NOW THEREFORE, in consideration of the mutual covenants in this Memorandum of Agreement, the parties agree as follows:

1. O'Hare agrees to perform PCR to test City of Doral employees for COVID-19 at City Hall and/or the Doral Police Department on a weekly basis as specified in Exhibit A.
2. O'Hare shall ensure both sites are staffed by personnel with appropriate clinical training.
3. The standard of care for all services performed or furnished by O'Hare under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances. All personnel shall wear protective equipment.
4. O'Hare shall comply with federal and state regulations concerning the management and disposal of medical waste.
5. O'Hare shall comply with Health Insurance Portability and Accountability Act (HIPAA) Rules.
6. O'Hare assumes all liability and risk for any equipment left on the premises and releases the City from all liabilities, causes of action, claims and demands.

7. O'Hare agrees to properly dispose of all trash at the closedown of operations.
8. O'Hare shall provide the City with proof of the following additional insurance requirements:
 - a. Automobile Liability Insurance, covering any owned, non-owned or hired vehicles used in the performance of this Agreement, with minimum limits of liability of \$300,000 per occurrence.
 - b. Professional Liability (Medical Malpractice), with minimum limits of Liability of \$1,000,000 per occurrence.
9. There will be no out-of-pocket charges for this testing to the City or to individuals for these PCR tests.
10. O'Hare will not require any assistance from City staff and will work directly with the federal government to recover funding for their work in administering COVID-19 PCR testing.
11. All notices required pursuant to the terms hereof shall be sent, unless prior written notification of an alternate address for notices is sent, to the following addresses:

CITY OF DORAL
Hernan M. Organvidez, Interim City Manager
8401 NW 53RD Terrace
Doral, FL 33166

O'Hare Clinical Lab Services, Inc.
Nasir Qader
Finance Director
1420 Renaissance Dr., Suite 406
Park Ridge, IL 60068

12. O'Hare shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with O'Hare's performance or non-performance of any provision of this Agreement.
13. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that

no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document and executed by both parties.

14. O'Hare shall comply with all federal, state, and local laws and ordinances applicable to the activities thereof.
15. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of the Agreement thus invalidated or declared unenforceable is not material to the intended operation of the Agreement.
16. This Agreement shall take effect upon execution by both parties and remain in effect until terminated in accordance with the terms of this Agreement.
17. If City determines that the performance of the O'Hare is not satisfactory, The City shall notify O'Hare of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.
18. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.
19. This Agreement shall not be assignable by O'Hare unless such assignment is first approved by the City Manager.
20. O'Hare and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
21. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.
22. Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, O'Hare Clinical Lab Services, Inc., has executed this

Agreement this 28 day of October, 2021, and the CITY has executed this

Agreement this 30 day of November, 2021.

O'HARE CLINICAL LAB SERVICES, INC.

Name: Nasir Qader

Title: Finance Director


Signature: 

Date: 10-28-21

CITY OF DORAL

Name: Hernan M. Organvidez

Title: Interim City Manager

Signature: 

Date: 11-30-21

Legal Review:


Luis Figueredo, City Attorney

Attest:


Connie Diaz, City Clerk

Exhibit "A"

COVID-19 PCR TESTING

This schedule is subject to change upon mutual agreement of both parties provided 48 hours of advanced warning is provided.

DAYS OF THE WEEK	HOURS OF OPERATION
Wednesday	10 a.m. – 2 p.m.
Friday	10 a.m. – 2 p.m.
Wednesday	9 p.m. – midnight
Thursday	9 p.m. – midnight



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2021

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).

PRODUCER Alpha Insurance Solutions, LLC 1431 Opus Pl Ste 110 Downers Grove IL 60515	CONTACT NAME: Asma Ali PHONE (A/C, No, Ext): (877) 392-5742 E-MAIL ADDRESS: info@alphainsol.com	FAX (A/C, No): (630) 884-8812
	INSURER(S) AFFORDING COVERAGE	
INSURED O'HARE CLINICAL LAB SERVICES INC 1420 RENAISSANCE DR Suite 206 PARK RIDGE IL 60068	INSURER A : CONTINENTAL CASUALTY COMPANY	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	7012563294	12/03/2021	12/03/2022	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	BPP	Y	7012563294	12/03/2021	12/03/2022	Limit \$5,225 Deductible \$1,000

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

Loc #1: 1420 RENAISSANCE DR PARK RIDGE, IL 60068

Certificate holder added as additional insured
30 days cancellation notice to Certificate holder.

CERTIFICATE HOLDER CITY OF DORAL Hernan M. Organvidez, Interim City Manager 840 I NW 53RD Terrace Doral FL 33166	CANCELLATION 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 <i>Asma Ali</i>

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RESOLUTION No. 21-221

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH FIRMS THAT CAN PROVIDE ONSITE COVID-19 POLYMERASE CHAIN REACTION (PCR) TESTING FOR ALL CITY OF DORAL EMPLOYEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it has been deemed prudent to continue making polymerase chain reaction (PCR) testing accessible to all City of Doral employees on a volunteer basis, to ensure a ready and able workforce that can sustain operational necessities throughout the City of Doral, especially as we continue to vigilantly enforce safety measures in the midst of the recent spike in COVID-19 Delta variant cases; and

WHEREAS, the Human Resources Department continues to identify new testing laboratories and related vendors to ascertain their ability to conduct polymerase chain reaction PCR onsite testing at City Hall with the capability of providing quick turnaround results within 24 to 48 hours; and

WHEREAS, the City's goal is to continue weekly onsite testing at City Hall and the Doral Police Department, so that every employee will have voluntary access to receive COVID-19 PCR testing on an ongoing basis; and

WHEREAS, there is no cost to the City of Doral or its employees; specifically, there are no out of pocket charges for this testing, i.e., no deductibles, no co-pays, etc.; the CARES Act is covering all costs and the City will have no involvement whatsoever in recovering funds from the federal government; and

WHEREAS, the City Manager's Office recommends that the City Council authorize the City Manager to execute a Memorandum of Understanding with two identified clinical

laboratories, O'hare Clinical Lab Services, Inc., and Southeast Diagnostics dba, global7 Diagnostics, so that they may provide PCR testing at City Hall, the Doral Police Department, and any other City facility that may be deemed conducive, as well as any additional providers that may be identified in the future as being capable of meeting the City's needs under similar no-cost conditions;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The City Manager is hereby authorized to enter into a Memorandum of Understanding (MOU) on behalf of the City of Doral with O'hare Clinical Lab Services, Inc., and Southeast Diagnostics dba, global7 Diagnostics, and any other provider deemed capable of performing COVID-19 onsite testing within the established parameters at no cost to the City through September 30, 2022, or until the threat of the Coronavirus is substantially diminished.

Section 3. Authorization. The City Manager is authorized to enter into an MOU on behalf of the City.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

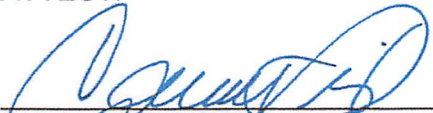
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 13 day of October 2021.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY