

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
ONE MILO, INC.
FOR
COVID-19 RT-PCR (SWAB) TESTING FOR CITY OF DORAL EMPLOYEES**

THIS AGREEMENT is made between **ONE MILO, INC.**, a Florida corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the City desires to have the provider conduct on-site COVID-19 testing of its employees; and

WHEREAS, the Provider has particular expertise in the subject matter of testing for COVID-19, and is ready and able to provide COVID-19 RT-PCR (SWAB) testing for employees in the manner desired by the City; and

WHEREAS, the Provider and City, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of COVID-19 PCR testing.

1. **Scope of Services/Deliverables.**

1.1 Provider will provide COVID-19, novel coronavirus testing services ("Services"). The Services are more specifically described in Exhibit A, attached and fully incorporated herein.

1.2 Provider shall ensure the site is staffed by personnel with appropriate clinical training.

1.3 The standard of care for all services performed or furnished by Provider 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.

1.4 Provider shall comply with federal and state regulations concerning the management and disposal of medical waste. Provider shall provide the City with a copy of the medical waste collection and disposal agreement.

1.5 Provider shall comply with Health Insurance Portability and Accountability Act (HIPAA) Rules.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect until December 31, 2020, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement by written notice to the Provider.



- 2.2 Provider agrees that time is of the essence to ensure the safety of City employees and shall provide COVID-19 PCR test results within 48 hours.
- 2.3 The initiation of the COVID-19 testing shall commence upon execution of this agreement.

3. **Compensation and Payment.**

- 3.1 The Provider shall be compensated in the following manner:

As compensation for the services contemplated herein and for performance rendered **ONE MILO, INC.**, of its duties and obligations hereunder, the City shall pay to **ONE MILO, INC.**, an aggregate fee not to exceed \$145 per PCR testing, as indicated in Exhibit A (The "testing Fee"), in accordance with the pay schedule. In no event shall the fees due under this Agreement exceed the expressed budgeted amount.

- 3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay the Provider the undisputed portion of the invoice. Upon written request from the City's Finance Director, the Provider shall submit written documentation to justify an invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Provider's Responsibilities.**

- 4.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Service as has ordinarily been provided by Medical testing providers. The City in no way assumes or shares any responsibility or liability of the Provider under this Agreement.

5. **Termination.**

- 5.1 The City Manager for any reason may terminate this Agreement upon five (5) days written notice to the Provider, or immediately with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Provider fails to cure within five (5) days of receiving notice from the City of such breach; a failure on the part of Provider to adhere to the City's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Provider that constitutes a violation of Federal, State, County, or City Law.
- 5.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the project.



- 5.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 5.4 The Provider shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 5.5 If the Provider wishes to terminate this Agreement, it must provide the City with thirty (30) days written notice. Failure to provide the City with such days written notice may result in the Provider being unable to do business with the City in the future.

6. **Insurance.**

6.1

Provider shall furnish the City with a certificate of insurance reflecting insurance coverage to be in effect at all times during, with no less than terms specified below. All policies or certificates of insurance are subject to review and verification by Risk Management. The insurance provider selected by Vendor must be authorized to do business in the State of Florida and rated no less than "A-" as to management and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. The City reserves the right to solicit additional insurance requirements as needed, and request copies of all insurance policies including any and all applicable endorsements. The Vendor shall provide the City with written notice of any cancellation and/or material change that deviates coverage from the following requirements.

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000.00
Policy Aggregate	\$2,000,000.00
Personal & Adv. Injury Liability	\$1,000,000.00
Products/Completed Operations	\$2,000,000.00

B. Endorsements Required

City of Doral listed as an additional insured

II. Automobile Liability (Required) \$1,000,000.00

- Owned, Scheduled Autos, including
- Hired, Non-Owned Autos

- City of Doral listed as an additional insured

II. Workers Compensation

A. Statutory Limits

B. Employer's Liability Limits

Bodily injury caused by an accident, each accident	\$100,000.00
Bodily injury caused by disease, each employee	\$100,000.00
Bodily injury caused by disease, policy limit	\$500,000.00

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

III. Medical Malpractice/Professional Liability Limits of Liability

Each Claim	\$2,000,000
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If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

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Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities, but are merely minimums.

- 6.2 The City may require proof of the aforementioned insurance prior to the commencement of the Services. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

7. **Nondiscrimination.**

- 7.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

8. **Attorneys' Fees and Waiver of Jury Trial.**

- 8.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 8.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

9. **Indemnification.**

- 9.1 Provider 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 Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.



- 9.2 The provisions of this section shall survive termination of this Agreement.
- 9.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

10. **Notices/Authorized Representatives.**

- 10.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, ESQ.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

For the Provider: Russell Leigh
Founder AND CEO
One Milo, Inc
78 SW 7th Street
Miami, FL 33131

11. **Governing Law.**

- 11.1 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.

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12. **Entire Agreement/Modification/Amendment.**

- 12.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 12.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

13. **Ownership and Access to Records and Audits.**

- 13.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.
- 13.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.
- 13.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

14. **Nonassignability.**

- 14.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

15. **Severability.**

- 15.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

16. **Independent Contractor.**

- 16.1 The Provider 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.

16.2 The Provider agrees that it will not take any Federal tax position inconsistent with it being a service provider.

17. **Compliance with Laws.**

17.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Service.

18. **Waiver**

18.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

19. **Survival of Provisions**

19.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

20. **Prohibition of Contingency Fees.**

20.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

21. **Counterparts**

21.1 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. **Removal of Unsatisfactory Personnel**

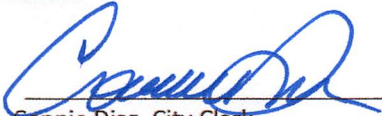
22.1 The City may make written request to Provider for the prompt removal and replacement of any personnel employed or retained by Provider or any sub provider. The Provider shall respond to the City within fourteen calendar days of receipt of such request with either the removal and replacement of such personnel or with written justification as to why removal is not warranted. All



decisions involving personnel will be made by Provider. Such request shall solely relate to said employees work under this agreement. In the event the City Manager disagrees with the justification offered by Provider, the City Manager's decision to replace the employee shall be final.

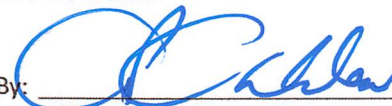
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its CEO, whose representative has been duly authorized to execute same.

Attest:

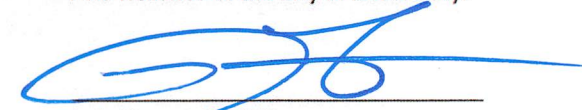


Connie Diaz, City Clerk

CITY OF DORAL



By: _____
Albert P. Childress, City Manager
Date: Sept 29, 2020

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, ESQ.
City Attorney

PROVIDER


By: Russell Leigh
Its: CEO
Date: 9/14/20

"EXHIBIT A"

In addition to weekly testing that the provider has performed at City Hall commencing on July 24, 2020, the provider agrees to continue weekly testing at the City of Doral, each Thursday, from 1:30 p.m. to 4:30 p.m. The provider agrees to administer COVID-19 PCR testing for City of Doral employees in accordance with the schedule and work plan outlined below. The vendor agrees to continue testing for December 31, 2020, or until the City finds it feasible to discontinue weekly testing of its workforce.

TESTING DATES	DURATION	TIME	COST
7/24/2020	3 hours	1:30 - 4:30 p.m.	\$100x79 billed to insurance/\$45 x 79 tests
7/30/2020	3 hours	1:30 - 4:30 p.m.	\$100x47 billed to insurance/\$45 x 47 tests
8/06/2020	3 hours	1:30 - 4:30 p.m.	\$145 x 44 tests
8/14/2020	3 hours	1:30 - 4:30 p.m.	\$145 x 36 tests
8/20/2020	3 hours	1:30 - 4:30 p.m.	\$145 x 43 tests
8/27/2020	3 hours	1:30 - 4:30 p.m.	\$145 x 30 tests
9/03/2020	3 hours	1:30 - 4:30 p.m.	
9/03/2020	3 hours	1:30 - 4:30 p.m.	
9/10/2020	3 hours	1:30 - 4:30 p.m.	
9/17/2020	3 hours	1:30 - 4:30 p.m.	
9/24/2020	3 hours	1:30 - 4:30 p.m.	
10/01/2020	3 hours	1:30 - 4:30 p.m.	
10/08/2020	3 hours	1:30 - 4:30 p.m.	
10/15/2020	3 hours	1:30 - 4:30 p.m.	
10/22/2020	3 hours	1:30 - 4:30 p.m.	
10/29/2020	3 hours	1:30 - 4:30 p.m.	
11/05/2020	3 hours	1:30 - 4:30 p.m.	
11/12/2020	3 hours	1:30 - 4:30 p.m.	
11/19/2020	3 hours	1:30 - 4:30 p.m.	
11/26/2020	3 hours	1:30 - 4:30 p.m.	
12/03/2020	3 hours	1:30 - 4:30 p.m.	
12/10/2020	3 hours	1:30 - 4:30 p.m.	
12/17/2020	3 hours	1:30 - 4:30 p.m.	
12/24/2020	3 hours	1:30 - 4:30 p.m.	
12/31/2020	3 hours	1:30 - 4:30 p.m.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2020

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 Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: PHONE (A/C, No, Ext): (305) 707 8892 FA E-MAIL ADDRESS: certs@bbftlaud.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED One Milo, Inc 78 SW 7th Street, Suite 500 Miami FL 33130	INSURER A: Landmark American Insurance Company NAIC # 33138	
	INSURER B: Wesco Insurance Company 25011	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 COI **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LHC779623	12/06/2019	12/06/2020	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 \$ Included Deductible \$ 10,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			LHC779623	12/06/2019	12/06/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3249312	07/24/2019	07/24/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			LHC779623	12/06/2019	12/06/2020	Each Claim \$2,000,000 Aggregate \$4,000,000 Deductible \$10,000

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

CERTIFICATE HOLDER One Milo, Inc Proof of coverage 1578 SW 7th St Ste 500 Miami, FL FL 33130	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
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