



City of Pembroke Pines

**FIRST AMENDMENT TO OCCUPATIONAL THERAPY AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
ASHLEY GORTLER, OTR, LLC**

THIS AMENDMENT (“First Amendment”), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

ASHLEY GORTLER, OTR, LLC, a **Limited Liability Company (LLC)** as listed with the Florida Division of Corporations, with a business address of **5780 Plantation Road, Plantation, FL 33317**, hereinafter referred to as "CONSULTANT". “CITY” and “CONSULTANT” may hereinafter be referred to collectively as the "Parties" and individually as a “Party”.

WHEREAS, on **June 25, 2024**, the Parties entered into the Occupational Therapy Agreement (“Original Agreement”), to provide occupational therapist services for the CITY’s Charter Schools for an initial **two (2) year period**, which will naturally expire on **June 30, 2026**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for an additional **two (2) year** period, pursuant to a written amendment to the Original Agreement; and,

WHEREAS the Parties desire to increase the hourly compensation rate from sixty-eight dollars and 00/100 cents (\$68.00) to seventy-three dollars and 00/100 cents (\$73.00), and to renew the term of the Original Agreement for an additional **two (2) year** period, commencing on **July 1, 2026**, and naturally expiring on **June 30, 2028**, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.



City of Pembroke Pines

SECTION 2. The Original Agreement is hereby renewed for an additional **two (2) year** period, commencing on **July 1, 2026**, and naturally expiring on **June 30, 2028**.

SECTION 3. Section 4.1 of the Original Agreement is hereby revised and amended as set forth below:

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY in accordance with the hourly compensation rate of **SEVENTY-THREE DOLLARS AND 00/100 CENTS (\$73.00) per one (1) hour**. The total annual compensation pursuant to this Agreement shall not exceed **NINETY-SEVEN THOUSAND, TWO HUNDRED THIRTY-SIX DOLLARS 00/100 CENTS (\$97,236.00)**.

SECTION 4. Section 4.3 of the Original Agreement is hereby revised and amended as set forth below:

4.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment will be made to CONSULTANT at:

**Ashley Gortler, OTR, LLC
Attn: Ashley Gortler Jenkins
5780 Plantation Road
Plantation, FL 33317**

SECTION 5. Section 19.5 of the Original Agreement is hereby revised and amended as set forth below:

19.5 **Notice.** Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040



City of Pembroke Pines

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONSULTANT: Ashley Gortler Jenkins, OTR/L
Ashley Gortler, OTR, LLC
5780 Plantation Road
Plantation, FL 33317
E-mail: Ashley.gortler@yahoo.com
Telephone No: (954) 806-0740

SECTION 6. Scrutinized Companies.

6.1 CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

6.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

6.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

6.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

6.1.2.2 Is engaged in business operations in Syria.

SECTION 7. Employment Eligibility. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

7.1 Definitions for this Section.

7.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.



“Contractor” includes, but is not limited to, a vendor or consultant.

7.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

7.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

7.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

7.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

7.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

7.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

7.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 8. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public



building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 9. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 10. Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONSULTANT represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 11. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 12. Compliance with Foreign Entity Laws. CONSULTANT (“Entity”) hereby attests under penalty of perjury the following:

- 12.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida



- Statutes);
- 12.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
 - 12.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
 - 12.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
 - 12.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
 - 12.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 13. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 14. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 15. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 16. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 17. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

GABRIEL FERNANDEZ, CITY CLERK

CONSULTANT:

ASHLEY GORTLER, OTR, LLC

Signed By: ^{Signed by:} Ashley Gortler Jenkins
981875AF05C3489...

Printed Name: Ashley Gortler Jenkins

Title: occupational Therapist

Date: February 4, 2026



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: February 4, 2026

ENTITY: Ashley Gortler, OTR, LLC

SIGNED BY: Signed by:
Ashley Gortler Jenkins
981875AF05C3489... _____

NAME: Ashley Gortler Jenkins

TITLE: Occupational Therapist



City of Pembroke Pines

OCCUPATIONAL THERAPY AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES
AND ASHLEY GORTLER, OTR, LLC

THIS IS AN AGREEMENT (“Agreement”), dated June 25, 2024, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

ASHLEY GORTLER, OTR, LLC., a Limited Liability Company as listed with the Florida Division of Corporations, and with a business address of **5780 Plantation Road, Plantation, FL 33317** (hereinafter referred to as the “CONSULTANT”). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

RECITALS:

WHEREAS, CITY desires to engage CONSULTANT to provide occupational therapist services for CITY’s Charter Schools; and,

WHEREAS, CONSULTANT is skilled in the area of Occupational Therapy and maintains all required licenses necessary to perform the services required by this Agreement; and,

WHEREAS, the City procured the services to be provided herein pursuant to Section 35.18(C)(7)(b), of the CITY’s Code of Ordinances; and,

WHEREAS, Section 35.18(C)(7)(b) of the CITY’s Code of Ordinances authorizes CITY to enter into contracts for “health services involving examination, diagnosis, treatment, prevention, medical consultation or administration” without a formal bidding procedure; and,

WHEREAS, CITY desires to engage CONSULTANT to perform the services required herein for CITY.

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated



herein by this reference.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform **occupational therapist** services for CITY's Charter Schools, which shall include but not be limited to, student evaluations, consultation with parents and Charter School staff, the preparation of written reports for Charter School, and other services identified by CITY as required pursuant to the terms and conditions herein. CONSULTANT agrees to provide occupational therapy services to CITY as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner. CITY shall provide assessments and protocols as needed by CONSULTANT in the performance of her duties.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement. CONSULTANT shall further provide copies of all state and local licenses to CITY.

2.4 CITY agrees to assist and cooperate with CONSULTANT in the performance of this Agreement by providing CONSULTANT with all necessary information required in the performance of CONSULTANT's services hereunder.

2.5 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession.

2.6 The relationship between CITY and CONSULTANT created hereunder and the services to be provided by CONSULTANT pursuant to Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONSULTANT hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to CONSULTANT while CONSULTANT is so engaged without first terminating such assignment. CONSULTANT shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Pembroke Pines, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by CONSULTANT hereunder.

2.7 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.



2.8 **HIPAA Compliance.** CONSULTANT agrees to comply with the applicable provisions of the Federal Privacy Rule promulgated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as contained in 45 CFR Parts 160 and 164 (“the HIPAA Privacy Rule”). CONSULTANT agrees not to use or further disclose any protected health information (“PHI”), as defined in 45 CFR 164.504, other than as permitted by this Agreement and the requirements of the HIPAA Privacy Rule. CONSULTANT will implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. CONSULTANT will promptly report to CITY any use or disclosure of PHI not provided for by this Agreement or in violation of the HIPAA Privacy Rule of which CONSULTANT becomes aware. If CONSULTANT contracts with any agents to whom CONSULTANT provides PHI, CONSULTANT will include provisions in such agreements whereby the CONSULTANT and agent agree to the same restrictions and conditions that apply to CONSULTANT with respect to uses and disclosures of PHI. CONSULTANT will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for compliance with the HIPAA Privacy Rule. CONSULTANT may de-identify any and all PHI for educational purposes created or received by CONSULTANT under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 164, Subparts A and E. To the extent that information has not been de-identified, CONSULTANT will either return or destroy the information. To the extent that it is not feasible to return or destroy the information, CONSULTANT will continue to safeguard the PHI beyond the termination of this Agreement to the extent required for compliance with HIPAA Privacy Rule and not use or disclose the PHI for purposes other than those which make the return or destruction infeasible. CONSULTANT shall execute the Business Associate Agreement, attached hereto as **Exhibit “B”** and by this reference incorporated herein.

2.9 **Confidentiality of Education Records.** Education records held by CITY may be disclosed to CONSULTANT for purposes associated with the services to be provided herein and in accordance with the scope of services more particularly described in **Exhibit “A”**, attached hereto. CITY will obtain consent from each student’s parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing or allowing access to the education records listed below. Notwithstanding any provision to the contrary within this Agreement, CONSULTANT shall:

- 2.9.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes, as may be amended from time to time, the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (“FERPA”) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- 2.9.2 Hold any education records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 2.9.3 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that



require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to CITY upon request;

- 2.9.4 Safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 2.9.5 Utilize the education records solely for the purposes of providing services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party; and,
- 2.9.6 Notify CITY immediately upon discovery of a breach of confidentiality of education records and take all necessary notification steps as may be required by federal and Florida law.

2.10 CONSULTANT hereby agrees that it will abide by the professional and ethical guidelines established by its profession. Specifically, the Parties hereto agree and understand that CITY is utilizing the services of a licensed Occupational Therapist, licensed and insured under the laws of the State of Florida. CONSULTANT's services are subject to State and Federal laws and guidelines, which may include but are not limited to Chapters 456 and 468, Florida Statutes, as may be amended from time to time. Should CONSULTANT's license be suspended, revoked or subject to other discipline, CONSULTANT must immediately notify CITY of such occurrence in writing, and CONSULTANT shall have at its sole option the right to terminate this Agreement without penalty effective immediately.

2.11 **Background Screening.** CONSULTANT shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CONSULTANT in advance of personnel providing any services under the conditions described in the previous sentence. CONSULTANT respectively shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement. The failure of CONSULTANT to perform any of the duties described in this section shall constitute a material breach of Agreement. CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting from the CONSULTANT's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 3 **TERM AND TERMINATION**

3.1 This Agreement shall commence on **July 1, 2024** and terminate on **June 30, 2026** (the "Term"). CONSULTANT shall provide services to CITY on an as needed basis during this term. This Agreement may be extended for one (1) additional two (2) year term by the Parties upon the



execution of a written amendment hereto.

3.2 This Agreement may be terminated by either Party for cause, or by either Party for convenience. If terminated for convenience, the terminating Party shall provide to the other Party seven (7) days' written notice, in which event the CONSULTANT shall be paid its compensation for services performed to termination date.

3.3 In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY in accordance with the hourly compensation rate of **SIXTY-EIGHT DOLLARS AND 00/100 CENTS (\$68.00) per one (1) hour**. The total annual compensation pursuant to this Agreement shall not exceed **ONE HUNDRED FIVE THOUSAND DOLLARS, TWO HUNDRED SEVENTY-FOUR DOLLARS AND 00/100 CENTS (\$105,274.00)**.

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice. When requested, CONSULTANT shall provide backup for past and current invoices that reflect the hours, costs, and services rendered by CONSULTANT so that total hours and costs by may be verified or determined.

4.3 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment will be made to CONSULTANT at:

Ashley Gortler, OTR, LLC
Attn: Ashley Gortler
1010 SW 31 St.
Fort Lauderdale, FL 33315

4.4 The total annual compensation amount does not include out-of-pocket or travel expenses, which shall not be separately reimbursable.

4.5 All charges due to the CONSULTANT by the CITY are irrespective of whether or not a student is present when the schedule visit takes place. Any cancellation of appointment must be made at least twenty-four (24) hours in advance of the scheduled visit.



ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided pursuant to this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work which has not been described either herein, in a related purchase order, or in a separate written agreement executed by the Parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability

6.2 CONSULTANT agrees that the covenants and representations relating to indemnification shall survive the term of this Agreement and continue in full force and effect as to each Party's responsibility to indemnify.

6.3 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by CONSULTANT or its employees, agents, servants, partners, principals or subcontractors. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

ARTICLE 7
INSURANCE

7.1 The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.



7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONSULTANT or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Personal & Advertising Injury Limit - \$1,000,000
3. General Aggregate Limit - \$2,000,000
4. Products & Completed Operations Aggregate Limit - \$2,000,000



City of Pembroke Pines

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption for CITY to exempt CONSULTANT.

Yes No

7.6.3 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

7.6.4 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$200,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.



7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property Policies as their interest may appear.

7.8 Any and all insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8

NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means



of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10 **AGREEMENT SUBJECT TO FUNDING**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11 **UNCONTROLLABLE FORCES**

11.1 Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming Party. It includes, but is not limited to: fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming Party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12 **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.



ARTICLE 13
BANKRUPTCY

It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 14
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONSULTANT and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONSULTANT and CITY with the same formality and equal dignity herewith.

ARTICLE 15
DISPUTE RESOLUTION

15.1 In the event that a dispute, if any, arises between CITY and CONSULTANT relating to this Agreement, performance or compensation hereunder, CONSULTANT shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

15.2 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONSULTANT fails to meet reasonable standards of the trade after CITY gives written notice to the CONSULTANT of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by CONSULTANT of such notice from CITY.

ARTICLE 16
PUBLIC RECORDS

16.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

16.1.1 Keep and maintain public records required by the CITY to perform the service;

16.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

16.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement,



City of Pembroke Pines

CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

16.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

16.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 17
SCRUTINIZED COMPANIES**

17.1 CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

17.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

17.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:



17.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

17.1.2.2 Is engaged in business operations in Syria.

ARTICLE 18

EMPLOYMENT ELIGIBILITY

18.1 **E-Verify** CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

18.1.1 **Definitions for this Section.**

18.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

18.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

18.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

18.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

18.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

18.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

18.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

18.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status



of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 19

MISCELLANEOUS

19.1 **Ownership of Documents.** Any and all reports, photographs, surveys, documents, materials, or other work created by CONSULTANT in connection with performing the services governed herein will be owned by CITY and will be deemed works for hire; if the services governed herein are determined not to be a work for hire, CONSULTANT hereby transfers to CITY all right, title, and interest, including any copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, will become the property of CITY and must be delivered within five (5) days after termination of this Agreement. From time to time the CONSULTANT may participate in the production of video and audio materials that are a product of this Agreement, including, but not limited to, training and technical assistance videos. The copyright and intellectual property rights for such materials shall become the property of CITY or such other entity that was the source of funds for this Agreement. This provision has no bearing on pre-existing materials developed by the CONSULTANT nor any materials developed coincident with or after this Agreement, so long as they are not a work product of this Agreement. Any such pre-existing or future materials must be identified by CONSULTANT in writing sent to CITY for such copyright or intellectual property rights of CITY not to attach.

19.2 **Legal Representation.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply herein due to the joint contributions of both Parties.

19.3 **Records.** CONSULTANT shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in



City of Pembroke Pines

accordance with Chapter 119, Florida Statutes.

19.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

19.5 **Notice.** Whenever any Party desires to give notice unto any other Party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4 th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
CONSULTANT	Ashley Gortler, OTR, LLC Ashley Gortler, OTR 1010 SW 31 St. Fort Lauderdale, FL 33315 E-mail: Ashley.gortler@yahoo.com Telephone No: (954) 806-0740

19.6 **Binding Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

19.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.



City of Pembroke Pines

19.8 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

19.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

19.11 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

19.12 **Attorneys' Fees.** In the event that either Party brings suit for enforcement of this Agreement, each Party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19.13 **Protection of CITY Property.** At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

19.14 **Counterparts and Execution.** This Agreement may be executed by hand or electronically, in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

19.15 **Compliance with Statutes.** It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

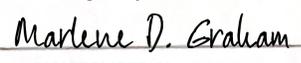
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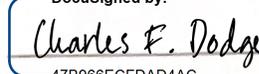


Print Name: Jacob H. Miller
OFFICE OF THE CITY ATTORNEY

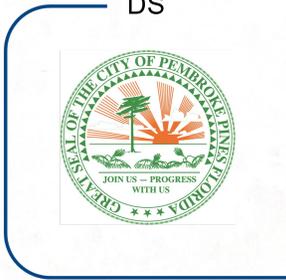
DocuSigned by:
BY:  _____ June 24, 2024
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MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:

_____ E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK
June 25, 2024

DocuSigned by:
BY:  _____ June 24, 2024
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CHARLES F. DODGE, CITY MANAGER

DS



CONTRACTOR:

ASHLEY GORTLER, OTR, LLC

Signed By: Ashley Gortler

Printed Name: Ashley Gortler

Title: OTR/L

Exhibit “A”

SCOPE OF SERVICES AND RESPONSIBILITIES

The Occupational Therapist will provide professional occupational therapy services for the school. These include, but are not limited to evaluating students, consulting with parents and staff, participating in the Response to Intervention data, preparing written progress reports, and providing treatment in accordance with IEP goals and objectives. Additionally, the Occupational Therapist will participate in Exceptional Education meetings, scoring and interpreting data and other services which may otherwise be required.

EXHIBIT “B”

HIPAA BUSINESS ASSOCIATE AGREEMENT (“BA Agreement”)

To the extent that the **City of Pembroke Pines** (“Covered Entity”) discloses Protected Health Information (“PHI”) to **Ashley Gortler, OTR, LLC** (“Business Associate”) (Covered Entity and Business Associate are each a “Party” and together are the “Parties”) in connection with services or products provided to Covered Entity, or as otherwise required by the Health Insurance Portability and Accountability Act of 1996, as amended, (“HIPAA”), Covered Entity and Business Associate agree to the following terms and conditions, which are intended to comply with HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), and to the extent applicable the Florida Information Protection Act (Section 501.171, Florida Statutes):

1. Definitions

(a) Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 CFR 160.103, herein and shall mean the individual or entity identified above as the Business Associate.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR Part 160.103, herein and shall mean the individual or entity identified above as the Covered Entity.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) The following terms used herein shall have the same meaning as those terms defined in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. All other capitalized terms used but not otherwise defined herein shall have the same meaning as those terms in the Privacy Rule and Security Rule, including 45 CFR Part 160.103 and 164.501.

(e) The following terms used herein shall have the same meaning as those terms defined in the Florida Information Protection Act, Section 501.171, Florida Statutes: “customer records”, “personal information”, and “third-party agent”. All terms that may be defined in multiple laws, i.e. HIPAA and the Florida Information Protection Act, shall be given such meaning as to provide the more strict interpretation or form of compliance with applicable state or federal laws.

(f) A citation in this Agreement to the Code of Federal Regulations, federal law, or state law shall mean the cited section as that section may be amended from time to time.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or disclose Protected Health Information other than as permitted or required pursuant to the Healthcare (Nursing) Services Agreement, any other related agreement executed by the parties hereto, and by this BA Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent Use or Disclosure of the Protected Health Information other than as provided by the Healthcare (Nursing) Services Agreement, any other related agreement executed by the parties hereto, or this BA Agreement.

(c) Business Associate agrees to report to Covered Entity within five (5) business days, any Use or Disclosure of the Protected Health Information not provided for by the Healthcare (Nursing) Services Agreement, any other related agreement executed by the parties hereto, or this BA Agreement, of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 CFR Part 164.410. Such report shall include, without limitation, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach. This includes, but is not limited to, a Breach of the security of any data covered by Section 501.171, Florida Statutes, if applicable.

(d) In accordance with 45 CFR Part 164.502(e)(1)(ii) and Part 164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or Subcontractor that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information. Upon Covered Entity's request, Business Associate shall make such written agreements between Business Associate and its agents or Subcontractors available to Covered Entity for its review.

(e) To the extent Business Associate has Protected Health Information in a Designated Record Set that is not maintained by Covered Entity, Business Associate agrees to provide access, at the request of Covered Entity (which may also be on behalf of an Individual), to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR Part 164.524, including provision of records in electronic form (including those requests made by Covered Entity on behalf of an Individual), to the extent required by the HITECH Act.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR Part 164.526, at the request of Covered Entity, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR Part 164.526.

(g) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

(h) Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(i) Business Associate agrees to document and maintain a record of all Disclosures of Protected Health Information in its possession and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law.

(j) Business Associate agrees to provide to Covered Entity information collected in accordance with Section 2(i) herein, to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR Part 164.528, the HITECH Act, and Florida law. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

(k) Business Associate agrees to, subject to subsection 4(c) below, return to the Covered Entity or destroy, within fifteen (15) calendar days of the termination of this BA Agreement, the Protected Health Information in its possession and retain no copies.

(l) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to either Party, of a use or Disclosure of Protected Health Information in violation of this BA Agreement.

(m) Business Associate agrees to indemnify, insure, defend, and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents, or members of its workforce, each of the foregoing hereinafter referred to as an "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any Breach of this BA Agreement or of any warranty hereunder or from any negligence, wrongful acts, or omissions, including the failure to perform its obligations under HIPAA, as well as the additional obligations under the HITECH Act, by Business Associate or its employees, directors, officers, subcontractors, agents, or members of its workforce. This includes, but is not limited to, expenses associated with notification to Individuals and/or the media in the event of a Breach of Protected Health Information held by Business Associate. Accordingly, on demand, Business Associate shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of

any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's Breach hereunder. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason.

(n) In addition to its overall obligations with respect to Protected Health Information, to the extent required by the Security Rule, Business Associate will:

(1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (EPHI) that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by HIPAA;

(2) ensure that any agent or Subcontractor to whom it provides such EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI; and

(3) that all PHI or EPHI be secured when accessed by Business Associate's employees, agents, or subcontractors, limited to the legitimate business needs while working with the PHI or EPHI; and

(4) that any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents, or contractors' access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity, or no later than the third business day after the personnel change becomes effective; and

(5) report to Covered Entity any Security Incident of which it becomes aware in accordance with section 2(c) herein.

(6) periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by Business Associate and implement security measures sufficient to reduce risks and vulnerabilities in accordance with 45 CFR § 164.306(a).

(o) Except as otherwise allowed in this BA Agreement, HIPAA, and the HITECH Act, Business Associate shall neither directly nor indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization.

(p) Business Associate shall use and disclose only the Minimum Necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request. Prior to any Use or Disclosure, Business Associate shall determine whether a Limited Data Set would be sufficient for these purposes.

(q) Covered Entity delegates to Business Associate the requirement under HIPAA and the HITECH Act to notify affected Individuals of a Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. Business Associate shall perform such notifications and any other reasonable remediation services (1) at Business Associate's sole cost

and expense, and (2) in compliance with all applicable laws including HIPAA, the HITECH Act, and the Florida Information Protection Act (Section 501.171, Florida Statutes). Business Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any Breach notification that Business Associate provides to Individuals.

(r) Business Associate agrees to comply with the following:

(1) Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

(2) Unless Covered Entity agrees, in writing, that this requirement is infeasible with respect to particular data, Business Associate shall secure all Protected Health Information by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by the HITECH Act.

(3) Business Associate may Use and Disclose Protected Health Information that Business Associate obtains or creates only if such Use or Disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, relating to business associate contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable with respect to Covered Entity shall also be applicable to Business Associate and shall be and by this reference hereby are incorporated into this BA Agreement.

(4) In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each Party agrees that, if it knows of a pattern of activity or practice of the other Party that constitutes a material Breach or violation of the other Party's obligation herein, the non-breaching Party will take reasonable steps to cure the Breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the contract or arrangement, if feasible, or if termination is not feasible, report the problem to the Secretary.

(s) Business Associate shall abide by the limitations of Covered Entity's Notice of Privacy Practices, which it has knowledge (a copy may be provided upon request by the Business Associate). Any use or disclosure permitted by this BA Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted

uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

(t) Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

3. Permitted Uses and Disclosures of Protected Health Information by Business Associate

(a) General Use and Disclosure Provisions. Except as otherwise limited herein, Business Associate may Use or Disclose Protected Health Information obtained from or on behalf of Covered Entity to perform functions, activities, or services for, or on behalf of, Covered Entity as more particularly described by the Healthcare (Nursing) Services Agreement and any other related agreement executed by the parties hereto, provided that such Use or Disclosure complies with HIPAA. Business Associate acknowledges and agrees that it acquires no title or rights to the Protected Health Information, including any de-identified information, as a result of this BA Agreement.

(b) Specific Use and Disclosure Provisions.

(1) Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.

(2) Business Associate may Use and disclose Protected Health Information for the proper and necessary management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such Disclosure, the following requirements are met:

(i) the Disclosure is required by law; or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this BA Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity, relating to the Health Care Operations of Covered Entity.

(4) If the Underlying Agreement permits or requires Business Associate to Use de-identified Protected Health Information, the Protected Health Information must be de-identified in accordance with 45 CFR 164.514 (a)-(c).

(c) Withdrawal of Authorization. If the use or disclosure of PHI as provided herein is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

4. Term, Survival and Termination

(a) Term. The term of this BA Agreement shall be effective upon the date of execution by Covered Entity and Business Associate and shall terminate when Business Associate no longer possesses Protected Health Information from Covered Entity or on the date Covered Entity terminates for cause set forth herein, whichever is sooner.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall provide written notice to Business Associate and may terminate this BA Agreement and any related agreement with Business Associate if Business Associate does not cure the Breach or end the violation within fourteen (14) calendar days.

(c) Effect of Termination.

(1) Except as provided below in section 4(c)(2) herein, upon termination of this BA Agreement, for any reason, Business Associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible, and, if Covered Entity determines that return or destruction is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(3) If Business Associate needs to retain Protected Health Information after termination Business Associate shall:

(i) retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the business associate still maintains in any form;

(iii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this section, for as long as Business Associate retains the Protected Health Information;

(iv) not Use or disclose the protected health information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at section 3 of this BA Agreement, which applied prior to termination; and

(v) return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. Business Associate's obligations as described herein shall survive the termination of this BA Agreement and shall end when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

5. Interpretation and Amendment of this BA Agreement

To the degree the terms of this BA Agreement conflict with the terms of any underlying contract, the terms of this BA Agreement shall control. A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the HITECH Act. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

6. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt

requested, or sent by facsimile (if confirmed), to the address set forth below. Each Party may change its address for purposes of this BA agreement by written notice to the other Party.

Covered Entity: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Business Associate: _____
Ashley Gortler, OTR, LLC
1010 SW 31 St.
Fort Lauderdale, FL 33315
Telephone No.: (954) 806-0740
E-Mail: Ashley.gortler@yahoo.com

7. Florida Information Protection Act

Business Associate agrees and understands that to the extent that the services and/or goods provided under the BA Agreement consist, at least in part, of “customer records” that contain “personal information,” as defined in the Florida Information Protection Act, Section 501.171, Florida Statutes (the “Act”). Accordingly, as required by the Act, Business Associate agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. The procedures specified herein shall not supersede any requirements specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict. If customer records in Business Associate’s possession are breached in the manner set forth in the Act, Business Associate shall immediately notify Covered Entity as indicated herein, and Business Associate shall work with Covered Entity as required by the Act to assist in any of the following actions:

- (a) Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by Covered Entity;
- (b) Provide notice to any and all consumers whose personal information has been breached;
- (c) Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold, as defined in the Act, which may include but is not limited to: credit reporting agencies and the Florida Department of Legal Affairs;

(d) Ensure that Business Associate’s third-party agents are made aware of the Act and any requirements to comply with the Act, and require that those third-party agents that store customer records of Covered Entity who experience a breach notify Covered Entity immediately, and work with Business Associate and Covered Entity as outlined in this section of the Addendum.

8. Miscellaneous

(a) **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI/EPHI it releases to Business Associate.

(b) **Assignment of Rights and Delegation of Duties.** This BA Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this BA Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates, or successor companies. Assignments made in violation of this provision are null and void.

(c) **No Waiver.** Failure or delay on the part of either Party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this BA Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

IN WITNESS WHEREOF, the parties have executed this BA Agreement, effective as of the last signature date below.

Covered Entity:

Business Associate:

City of Pembroke Pines

Ashley Gortler, OTR, LLC

DocuSigned by:
By: Charles F. Dodge
47B966ECFDAD4AC...
CHARLES F. DODGE,
City Manager

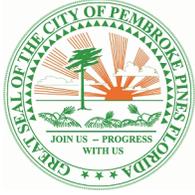
Signed By: Ashley Gortler
Printed Name: Ashley Gortler

Date: June 24, 2024

Date: 4/15/2024

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...
Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 31.

File ID: 24-0597

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/10/2024

Short Title: A. Gortler -FY2025 FY2026 Chtr Sch OT Services

Final Action: 06/18/2024

Title: MOTION TO APPROVE THE AGREEMENT AND PURCHASE OF OCCUPATIONAL THERAPY SERVICES FROM VENDOR ASHLEY GORTLER OTR, LLC. FOR THE CITY OF PEMBROKE PINES EAST ELEMENTARY, CENTRAL ELEMENTARY, CENTRAL MIDDLE, AND FSU ELEMENTARY CHARTER SCHOOLS FOR AN ANNUAL AMOUNT NOT TO EXCEED \$105,274 FOR FISCAL YEARS 2025 AND 2026, PURSUANT TO SECTION 35.18(C)(7)(B) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 06/18/2024

Agenda Number: 31.

Internal Notes:

Attachments: 1. Exhibit 1. Ashley Gortler, OTR, LLC. - VE Agreement, 2. Exhibit A. Scope of Work, 3. Exhibit B. HIPAA Business Agreement (VE)

Related Files:

1	City Commission	06/18/2024	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez				
Nay: - 0				

MOTION TO APPROVE THE AGREEMENT AND PURCHASE OF OCCUPATIONAL THERAPY SERVICES FROM VENDOR ASHLEY GORTLER OTR, LLC. FOR THE CITY OF PEMBROKE PINES EAST ELEMENTARY, CENTRAL ELEMENTARY, CENTRAL MIDDLE, AND FSU ELEMENTARY CHARTER SCHOOLS FOR AN ANNUAL AMOUNT NOT TO EXCEED \$105,274 FOR FISCAL YEARS 2025 AND 2026, PURSUANT TO SECTION 35.18(C)(7)(B) OF THE CITY'S CODE OF ORDINANCES.

PROCUREMENT PROCESS TAKEN:
- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is regarding "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(7) states that "The following contractual services are not subject to the competitive procurement requirement:"

- Section 35.18(C)(7)(B) states that "Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration;"

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed.

SUMMARY EXPLANATION AND BACKGROUND:

1. On March 18th, 2021, the City entered into an Agreement with Ashley Gortler OTR, LLC ('Ashley Gortler') for an initial period which expired on June 30th, 2021, to provide occupational therapy services at the East Elementary Charter School and to comply with the requirements of Broward County Schools for the offering of such services.

2. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. On June 16th, 2021, the Parties entered into the First Amendment to the Original Agreement to increase the total compensation amount from \$25,000.00 to \$64,800.00 and to renew the term for the first one (1) year period which expired on June 30th, 2022.

4. On April 20th, 2022, the Parties entered into the Second Amendment to the Original Agreement, as amended, to renew the term for the second one (1) year period which expires on June 30th, 2023.

5. During school year 2022-2023, Ashley Gortler began providing services to students at the City's Central Elementary and Middle Charter Schools, in addition to East Elementary.

6. On March 1st, 2023, the Parties entered into the Third Amendment to the Original Agreement to increase the total compensation amount from \$64,800 to \$105,264, with an hourly rate increase from \$60.00 to \$68.00, and to renew the term for one (1) additional year period.

7. On June 30th, 2024, the final renewal term with Ashley Gortler naturally expires. The charter schools, satisfied with the performance and execution of the original agreement, desire to enter a new agreement with Ashley Gortler for occupational therapy services for an initial two-year period commencing July 1, 2024, for the start of the upcoming 2024-2025 school year.

Agenda Request Form Continued (24-0597)

8. For the 2024-25 school year, the FSU Elementary Charter School would like to begin utilizing Ashley Gortler for occupational therapy services for their students, and the East Elementary, Central Elementary and Central Middle Charter School wish to continue to receive these services.

9. Recommend City Commission approve the agreement and purchase of occupational therapy services from Ashley Gortler, LLC for the City of Pembroke Pines East Elementary, Central Elementary, Central Middle, and FSU Elementary Charter Schools for Fiscal Year 2025 and 2026, pursuant to section 35.18(C)(7)(B) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$105,274.00 for FY 2025, and subsequently \$105,274.00 for FY 2025-2026.

b) Amount budgeted for this item in Account No: This expense will be budgeted for in the FY 2024-2025 Proposed Charter School Budget within the Professional Svs-Tech Svs accounts for the following charter schools:

School Site	Account Coding	Amount
East Elementary	170-569-5051-531310-6130-310-0000-00550	\$ 61,210
Central Elementary 18,360	170-569-5051-531310-6130-310-0000-00552	\$
Central Middle	171-569-5052-531310-6130-310-0000-00554	\$ 18,360
Total		\$ 97,930

c) Source of funding for difference, if not fully budgeted: Upon City Commission Approval, a budget amendment will be processed for FSU Elementary Charter School from the following expenditure accounts:

FSU ELEMENTARY FY 2024-25 PROPOSED BUDGET ADJUSTMENT

FROM:

Other Services-FCS 173-569-5061-534989-6130-310-0000- 7,344

TO:

Professional Svs - Tech Svs 173-569-5061-531310-6130-310-0000- 7,344

d) 5-year projection of the operational cost of the project

	FY 2024-2025	FY 2025-2026	Year 3	Year 4	Year 5
Revenues					
Expenditures	\$105,274	\$105,274			
Net Cost	\$105,274	\$105,274			

e) Detail of additional staff requirements: None.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

Agenda Request Form Continued (24-0597)

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 4/16/2024

EXPIRATION DATE: 4/16/2026

PERSON: ASHLEY T JENKINS

EMAIL: ASHLEY.GORTLER@YAHOO.COM

FEIN: 834710899

BUSINESS NAME AND ADDRESS:

ASHLEY GORTLER, OTR, LLC

5780 PLANTATION ROAD

FORT LAUDERDALE, FL 33317

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01912464

QUESTIONS? (850) 413-1609