

THIRD AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **WEAR GLOVES, INC.**, a not-for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 27-3644705) ("Litter Control Provider").

WHEREAS, on June 22, 2022, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), City of Ocala Contract No.: PWD/220178 for the provision of city-wide litter control services for a term of three (3) years from August 1, 2022 through July 31, 2025; and

WHEREAS, on June 21, 2023, City and Litter Control Provider entered into a First Amendment to Agreement for Litter Control Services (the "First Amendment"), to incorporate a compensation increase and include drain and inlet cleaning services; and

WHEREAS, on December 3, 2024, the Public Works Department sought a procurement exception for the provision of additional services by Litter Control Provider, which was subsequently approved; and

WHEREAS, On February 11, 2025, City and Litter Control Provider entered into a Second Amendment to Agreement (the "Second Amendment") to amend the scope of services to include additional litter services, expand service locations, and increase the expenditure for the term of the contract as set forth in the Original Agreement.

WHEREAS, City and Litter Control Provider now desire to renew the first of two one-year renewals available under the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Litter Control Provider agree as follows:

1. **RECITALS.** City and Litter Control Provider hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Litter Control Provider, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for an additional (1) one-year term beginning on **AUGUST 1, 2025**, and terminating **JULY 31, 2026**. Thereafter, this Agreement may be renewed for **ONE (1)** additional **ONE (1) YEAR** period by written consent between City and Litter Control Provider.
4. **COMPENSATION.** Litter Control Provider shall be paid a price not to exceed the maximum limiting amount of **FOUR HUNDRED THIRTY-THREE THOUSAND, FOUR HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$433,472)** (the "Contract Sum") over Renewal Term as full and complete compensation for the timely and satisfactory provision of city-wide litter control services.

5. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Litter Control Provider:	Wear Gloves, Inc. Attention: Ken Kebrdle 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 Phone: 352-727-0239 E-mail: ken@weargloves.org
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Litter Control Provider, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third 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 Third Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Third Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

WEAR GLOVES, INC.

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____
(Title of Authorized Signatory)