

SECOND AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("Second Amendment") is entered into by and between **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 September 6, 2019, City and Litter Control Provider entered into an Agreement for Litter Control Services (the "Original Agreement"), for a term of one year from August 6, 2019 through July 31, 2020, City of Ocala Contract Number: CMO/190357; and

WHEREAS, on June 5, 2020, City and Litter Control Provider entered into a First Amendment to Agreement for Litter Control Services (the "First Amendment") to extend the Original Agreement for the first of two additional one-year renewal periods available under the Original Agreement, from August 1, 2020 to July 31, 2021; and

WHEREAS, City and Litter Control Provider now to desire to amend the compensation due to Litter Control Provider and to extend the Original Agreement, as written, for the final one-year renewal period available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Litter Control Provider agree as follows:

1. **RECITALS.** City and Litter Control Provider hereby represent and warrant that the Recitals set forth above are true and correct.
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 Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional one-year term beginning **AUGUST 1, 2021** and terminating **JULY 31, 2022**.
4. **AMENDMENT TO COMPENSATION.** Effective August 1, 2021, City shall pay Litter Control Provider for services a total of **TWO THOUSAND, TWO HUNDRED AND NO/100 DOLLARS PER WEEK (\$2,200/Week)** for a crew of **FOUR (4)** litter collectors and **ONE (1)** supervisor working 40 hours each per week.

5. **NOTICES.** All notices, certifications or communications required by this Second 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 email. All notices shall be addressed to the respective parties as follows:

If to Litter Control Provider:

Wear Gloves, Inc.
Attn: Ken Kebrdle, President
1469 N. Magnolia Avenue, Unit B
Ocala, Florida 34474
PH: 352-727-0239
E-mail: ken@weargloves.org

If to City of Ocala:

Tiffany L. Kimball, Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8366 FAX: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel, Anderson & Phelan P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-867-7707 FAX: 352-867-0237
Email: rbatsel@ocalalaw.com

6. **COUNTERPARTS.** This Second 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.



8. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Justin Grabelle
City Council President

Approved as to form and legality:

WEAR GLOVES, INC.

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

[Signature]

Ken Kebrdle
President

TITLE	For Signature: Renewal of Litter Control Services Agreement...
FILE NAME	FOR SIGNATURES - ... - CMO 190357.pdf
DOCUMENT ID	04c8e308e4eec1c6d38591a9c020615c5c87a9f1
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
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Document History



SENT

03 / 18 / 2021

14:23:12 UTC-5

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) and Ken Kebrdle (ken@weargloves.org) from plewis@ocalafl.org
IP: 67.231.55.34



VIEWED

03 / 25 / 2021

22:06:27 UTC-5

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 162.212.250.197



SIGNED

03 / 25 / 2021

22:08:17 UTC-5

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 162.212.250.197



VIEWED

03 / 25 / 2021

22:09:09 UTC-5

Viewed by Ken Kebrdle (ken@weargloves.org)
IP: 71.214.252.201



SIGNED

03 / 25 / 2021

22:10:56 UTC-5

Signed by Ken Kebrdle (ken@weargloves.org)
IP: 71.214.252.201



COMPLETED

03 / 25 / 2021

22:10:56 UTC-5

The document has been completed.