

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 **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, on July 9, 2021, City and Litter Control Provider entered into a Second Amendment to Agreement for Litter Control Services (the "Second Amendment") to amend the compensation due to Litter Control Provider and extend the Original Agreement for the final one-year renewal period available under the Original Agreement, from August 1, 2021 to July 31, 2022; and

WHEREAS, City and Litter Control Provider now to desire to amend the compensation due to Litter Control Provider; and

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 Third Amendment.
3. **AMENDMENT TO COMPENSATION.** City shall pay Litter Control Provider a maximum limiting amount not to exceed **ONE HUNDRED SEVENTY-FOUR THOUSAND, FOUR HUNDRED SIXTY AND NO/100 DOLLARS PER YEAR (\$174,460/Year)** over the final renewal term. The compensation due to Litter Control Provider under this Agreement may only be adjusted by written amendment executed by both parties.

- A. **Hourly Rate and Anticipated Number of Hours Per Week.** The maximum limiting amount set forth above is based upon a negotiated hourly rate for services of **ELEVEN AND NO/100 DOLLARS PER HOUR (\$11.00/Hour)** and the anticipated delivery of **THREE HUNDRED FIVE (305)** collective service hours per week by Litter Control Provider personnel over the course of the final renewal term.
4. **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 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.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
Email: rbatsel@lawyersocala.com

5. **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.
6. **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.
7. **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.

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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

WEAR GLOVES, INC.

Robert W. Batsel, Jr.
City Attorney

Ken Kebrdle
President