



FIRST AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("First 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" or "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 Number: PWD/220178 for the provision of city-wide litter control services for a term of three (3) years, from August 1, 2022 to July 31, 2025; and

WHEREAS, due to changes in the labor market, Litter Control Provider requested an increase in the hourly rate for services; and

WHEREAS, Litter Control Provider offered to provide drain and inlet cleaning services in addition to litter control services; and

WHEREAS, on June 2, 2023, the City's Public Works Department sought a procurement exception which would allow the use of Litter Control Provider for drain and inlet cleaning services and would raise the rate of compensation; and

WHEREAS, after benchmarking Vendor's increased hourly rate against other providers and considering market conditions to include changes to the Consumer Price Index and increases in Florida's minimum wage during the contract term, Vendor's request for a price adjustment was found to be reasonable; and

WHEREAS, it was further determined that expanding the scope of services under the Original Agreement to include drain and inlet cleaning services in addition to litter control services would serve the City's best interests and afford the City best value;

WHEREAS, City and Litter Control Provider now desire to amend the Original Agreement to reflect the compensation increase and to add drain and inlet cleaning services.

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 First Amendment.
3. **AMENDMENT TO SECTION 3 - SCOPE OF SERVICES.** The following language shall be added to Section 3 – Scope of Services in the Original Agreement:
 - J. Drain and inlet cleaning services shall be provided daily in areas defined by the City. A map or list of locations and prioritization of work shall be provided to Provider by the City Project Manager. This list may be revised and updated periodically over the term of this Agreement as agreed upon by Provider and City.



- K. Drain and inlet cleaning services consist of removing debris, typically leaves and litter, from the surface of stormwater drains and the openings of stormwater inlets.
 - L. Provider shall have at least one (1) person who possesses a Florida Department of Transportation (FDOT) Temporary Traffic Control (TTC) Intermediate Certification before the commencement of drain and inlet cleaning work.
 - M. Traffic control shall conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone: (904) 488-9220. The foregoing requirements shall be considered as minimum and the Provider's compliance shall in no way relieve Provider of final responsibility for providing adequate traffic control devices for the protection of the public and Provider's employees throughout the work area.
 - N. City shall provide shovels, gloves, large leaf and garbage bags, and buckets for Provider to use.
 - O. Debris collected from storm drains and inlets shall be disposed of at one of the City's designated storage yards.
 - P. Provider shall report the number of bags of debris collected each day to the City Project Manager.
 - Q. Provider shall report any damaged storm drains, inlets, or structures to the City Project Manager.
 - R. Landscape maintenance and miscellaneous services may also be required, and will be coordinated with the City Project Manager in lieu of drain and inlet cleaning efforts.
 - S. Labor hours shall be verified, via e-mail, on Mondays for any work completed during the previous week.
4. **AMENDMENT TO SECTION 4 - COMPENSATION.** City shall pay Provider an aggregate maximum limiting amount not to exceed **THREE HUNDRED SIXTY-EIGHT THOUSAND, SEVEN HUNDRED FIFTY-FOUR AND NO/100 DOLLARS PER YEAR (\$368,754/Year)** (the "Contract Sum") annually as full and complete compensation for the timely and satisfactory performance of both Litter Control Services and Drain and Inlet Cleaning Service. The compensation due to 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 for Litter Control Services.** The maximum limiting amount set forth above is based upon a negotiated hourly rate of **SIXTEEN AND NO/100 DOLLARS PER HOUR (\$16.00/Hour)** and the anticipated delivery of **THREE HUNDRED FIVE (305) COLLECTIVE SERVICE HOURS PER WEEK** by Provider personnel for Litter Control Services each year. The total compensation to Provider for Litter Control



Services shall not exceed **TWO HUNDRED FIFTY-THREE THOUSAND, SEVEN HUNDRED SIXTY AND NO/100 DOLLARS PER YEAR (\$253,760/Year).**

- B. **Hourly Rate and Anticipated Number of Hours Per Week for Drain and Inlet Cleaning Services.** The maximum limiting amount set forth above is based upon a negotiated hourly rate of **SIXTEEN AND NO/100 DOLLARS PER HOUR (\$16.00/HOUR)** and the anticipated delivery of **ONE HUNDRED THIRTY-EIGHT (138) COLLECTIVE SERVICE HOURS PER WEEK** by Provider personnel for Drain and Inlet Cleaning Services each year. The total compensation to Provider for Drain and Inlet Cleaning Services shall not exceed **ONE HUNDRED FOURTEEN THOUSAND, NINE HUNDRED NINETY-FOUR AND NO/100 DOLLARS PER YEAR (\$114,994/Year).**
- C. **Invoice Submission.** All invoices submitted by Provider shall include the City Contract Number, and assigned Invoice Number and an Invoice Date. Provider shall submit the original invoice through the responsible City Project Manager, as follows:
- i. For Litter Control Services: **Public Works Department, Sanitation Division**, Attn: **Dwayne Drake, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, E-mail: ddrake@ocalafl.org.
 - ii. For Drain and Inlet Cleaning Services: **Public Works Department, Stormwater Division**, Attn: **Brian Herrick, 1805 NE 30th Avenue, Bldg. 300, Ocala, Florida 34470**, E-mail: bherrick@ocalafl.org.
- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Provider; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Provider within **THIRTY (30)** calendar days of the Provider's remedy or resolution of the inadequacy or defect.
- F. **Excess Funds.** If due to mistake or any other reason Provider receives payment under this Agreement in excess of what is provided for by the Agreement, Provider shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Provider's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Litter Control Provider shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Litter Control Provider be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if



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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. Attn: Ken Kebrdle 1469 N. Magnolia Avenue, Unit B Ocala, Florida 34474 PH: 352-727-0239 Email: ken@weargloves.org
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 PH: 352-629-8343 Email: notices@ocalafl.org
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 Email: cityattorney@ocalafl.org

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

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



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IN WITNESS WHEREOF, the parties have executed this First Amendment on
6/21/2023

ATTEST:

DocuSigned by:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:

James P. Hilty, Sr.

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

DocuSigned by:

William E. Sexton

William E. Sexton, Esq.
City Attorney

WEAR GLOVES, INC.

DocuSigned by:

Ken Kebrdle

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By: Ken Kebrdle
(Printed Name)

Title: Chief Operations Officer
(Title of Authorized Signatory)

Certificate Of Completion

Envelope Id: D89619F8C82F4CCFAE4C9B767DA5FBC2

Status: Completed

Subject: FOR SIGNATURE - First Amendment to Agreement for Litter Control Services (PWD/220178)

Source Envelope:

Document Pages: 5

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

6/21/2023 2:01:45 PM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

Ken Kebrdle

ken@weargloves.org

Chief Operations Officer

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


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William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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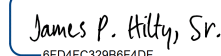
James P. Hilty, Sr.

jhilty@ocalafl.org

President

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Angel B. Jacobs

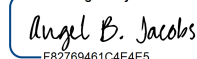
ajacobs@ocalafl.org

April 19

City of Ocala

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/21/2023 2:04:34 PM
Certified Delivered	Security Checked	7/5/2023 12:48:21 PM
Signing Complete	Security Checked	7/5/2023 12:48:47 PM
Completed	Security Checked	7/5/2023 12:48:47 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.