

FOURTH AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT FOR LITTER CONTROL SERVICES ("Fourth 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 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 remainder of the Contract Term; and

WHEREAS, On August 13, 2025, City and Litter Control Provider entered into a Third Amendment to Agreement (the "Third Amendment") to extend the Original Agreement, as amended, for the first of two (2) available one-year renewal periods; and

WHEREAS, City and Contractor now desire to amend the Original Agreement, as amended, for the final available one-year renewal period.

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 Fourth Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for the final one-year renewal term beginning on **AUGUST 1, 2026**, and ending **JULY 31, 2027**.
4. **COMPENSATION.** Litter Control Provider shall be paid a price not to exceed the maximum limiting amount of **FIVE HUNDRED THIRTY-NINE THOUSAND, SIX HUNDRED EIGHTY-TWO AND NO/100 DOLLARS (\$539,682)** (the "Contract Sum") over Renewal Term as full and complete compensation for the timely and satisfactory provision of city-wide litter control services.
5. **AMENDMENT TO PARAGRAPH 4(A) HOURLY RATE AND ANTICIPATED NUMBER OF HOURS PER WEEK FOR SERVICES.** The maximum limiting amount set forth above is based upon a negotiated hourly rate of **EIGHTEEN AND 50/100 DOLLARS PER HOUR (\$18.50/Hour)** and

the anticipated delivery of **FOUR HUNDRED TWENTY-THREE (423)** hours per week for litter control services and **ONE HUNDRED THIRTY-EIGHT (138)** hours per week for drain and inlet cleaning services.

6. **NOTICES.** All notices, certifications or communications required by this Fourth 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
98 NE 9th Street
Ocala, Florida 34470
Phone: 352-727-0239
E-mail: ken@weargloves.org

If to City of Ocala: Jameel Barnes, Director
City of Ocala, Procurement & Contracting Department
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8248
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

7. **COUNTERPARTS.** This Fourth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **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 Fourth Amendment. Further, a duplicate or copy of the Fourth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fourth Amendment for all purposes.
9. **LEGAL AUTHORITY.** Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth 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 Fourth Amendment.

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



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

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire J. Bethea Sr.
City Council President

Approved as to form and legality:

WEAR GLOVES, INC.

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____
(Title of Authorized Signatory)