

**SECOND AMENDMENT TO AGREEMENT
FOR ANNUAL TREE TRIMMING, REMOVAL, DEBRIS HAULING & DISPOSAL SERVICES
WITH T & K ENTERPRISES OF VOLUSIA COUNTY, INC.
NO. 14019**

THIS SECOND AMENDMENT ("Second Amendment") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and T & K Enterprises of Volusia County, Inc., a Florida for-profit corporation which is authorized to do business in the State of Florida ("Contractor"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County and Contractor previously entered into a Contractual Services Agreement dated 01/11/2024 for Annual Tree Trimming, Removal, Debris Hauling & Disposal Services, identified by No. 14019 (the "Agreement"); and

WHEREAS, the County and Contractor previously entered into a First Amendment, dated 5/30/2024, to renew the term of the Agreement, (the "First Amendment"); and

WHEREAS, the County has elected its option to renew the term of the original Agreement to allow the Contractor to furnish the goods or service to Alachua County; and

WHEREAS, the Parties agree to include the statutory language and affidavit from Section 787.06(13), Florida Statutes, No Coercion for Labor or Services, to the original Agreement; and

WHEREAS, the Parties agree to include the statutory language and affidavit from Section 287.138, Florida Statutes, Contracting with Entities of Foreign Countries of Concern Prohibited, to the original Agreement; and

WHEREAS, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

- A. Amendment. Section 3, of the Agreement titled "Term" is amended to read as follows:
3. **Term**. This Agreement is effective upon execution by both Parties ("Effective Date") and continues through September 30, 2026, unless earlier terminated as provided herein. This Agreement may be amended, at the option of the County, for one additional one-year term, at the same terms and conditions outlined herein, unless the Contractor chooses not to renew this Agreement and served written notice on the County ninety (90) days prior to October 1st for each term renewal.
- B. Amendment. Section 15.U., titled "No Coercion for Labor or Services," is added to the Agreement to read as follows:
- 15.U. Affidavit of No Coercion Pursuant to §787.06, Florida Statutes.
1. Section 787.06(13), Florida Statutes, requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.

2. The Contractor will comply with this statutory requirement by completing and executing the Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Second Amendment as **Exhibit 5**.

C. Amendment. Section 15.V., titled “Contracting with Entities of Foreign Countries of Concern Prohibited,” is added to the Agreement to read as follows:

15.V. Contracting with Entities of Foreign Countries of Concern Prohibited

1. Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with entities if the contract provides the entity with access to an individual's personal identifying information and:

- a. The entity is owned by the government of a foreign country of concern;
- b. The government of a foreign country of concern has a controlling interest in the entity;
- or
- c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

2. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier.

3. The Contractor will comply with this statutory requirement by completing and executing the Affidavit Regarding Foreign Country of Concern, a copy of which is attached to this Second Agreement as **Exhibit 6**.

D. Effective Date. This Second Amendment shall become effective upon execution by both Parties.

E. Original Agreement. Unless expressly amended herein, all other terms and provisions of the Agreement, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Second Amendment, the provisions of this Second Amendment shall prevail.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Charles Chestnut, IV, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

Signed by:
By: Kim Rioux
FC6E2E18DEFE436...
Print: Kim Rioux
Title: President
Date: 6/5/2025

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 5: No Coercion Affidavit


**AFFIDAVIT OF NO COERCION
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida
County of Alachua

I, Kim Rioux, as President of the T & K Enterprises of Volusia County, Inc., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of the T & K Enterprises of Volusia County, Inc.
3. I attest and affirm that T & K Enterprises of Volusia County, Inc. does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signed by:

FC6E2E18DEFE436...
Signature

Kim Rioux
Name Printed

6/5/2025
Date Signed

Exhibit 6: Foreign Countries of Concern Affidavit

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN
PURSUANT TO 287.138, Florida Statutes**

State of Florida
County of Alachua

I, Kim Rioux, as President of the T & K Enterprises of Volusia County, Inc., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of T & K Enterprises of Volusia County, Inc.

3. I attest and affirm that the following is true and correct:

a. T & K Enterprises of Volusia County, Inc. is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in T & K Enterprises of Volusia County, Inc.

c. T & K Enterprises of Volusia County, Inc. is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signed by:

EC6E2E18DEFF436

Signature

Kim Rioux

Name Printed

6/5/2025

Date Signed

Certificate Of Completion

Envelope Id: 274C2D36-DE79-4659-BA40-D1FE1B2E2E07	Status: Completed	
Subject: Complete with Docusign: 2nd Amendment to #14019 - Annual Tree Trimming, Removal, Debris Hauling...		
Source Envelope:		
Document Pages: 5	Signatures: 3	Envelope Originator:
Certificate Pages: 5	Initials: 0	Michelle Guidry
AutoNav: Enabled		mguidry@alachuacounty.us
Envelopeld Stamping: Enabled		IP Address: 163.120.80.11
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		

Record Tracking

Status: Original	Holder: Michelle Guidry	Location: DocuSign
5/30/2025 8:56:10 AM	mguidry@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: Docusign

Signer Events

Kim Rioux
tktreeservice@gmail.com
President

Security Level: Email, Account Authentication (None)

Signature

Signed by:

FC6E2E18DEFE436...

Signature Adoption: Pre-selected Style
Using IP Address: 35.139.183.48

Timestamp

Sent: 5/30/2025 8:58:45 AM
Viewed: 6/2/2025 12:48:18 PM
Signed: 6/5/2025 4:18:01 PM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2025 12:48:18 PM
ID: 55bb5b87-9839-4547-82da-366f9b8ddc3c

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

Thomas (Jon) Rouse
trouse@alachuacounty.us
Contracts Supervisor

Alachua County Board of County Commissioners
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Barbara Fair
bafair@alachuacounty.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

COPIED

Sent: 6/5/2025 4:18:01 PM

COPIED

Sent: 6/5/2025 4:18:02 PM
Viewed: 6/5/2025 4:29:01 PM

Carbon Copy Events	Status	Timestamp
Carolyn Miller crmiller@alachuacounty.us Procurement Specialist Procurement Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/5/2025 4:18:02 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/30/2025 8:58:45 AM
Certified Delivered	Security Checked	6/2/2025 12:48:18 PM
Signing Complete	Security Checked	6/5/2025 4:18:01 PM
Completed	Security Checked	6/5/2025 4:18:02 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (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 Alachua County:

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: mguidry@alachuacounty.us

To advise Alachua County 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 mguidry@alachuacounty.us 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 Alachua County

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 mguidry@alachuacounty.us 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 Alachua County

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 mguidry@alachuacounty.us 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 Alachua County 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 Alachua County during the course of your relationship with Alachua County.