

**SECOND AMENDMENT TO AGREEMENT WITH KELLY KLEAN, LLC  
FOR ANNUAL LAWN MAINTENANCE FOR COUNTY PARKS, NO. 13866**

THIS SECOND AMENDMENT (“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 Kelly Klean, LLC, a Florida for limited liability corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS** the Parties previously entered into an Agreement dated August 10, 2023, for Annual Lawn Maintenance for County Parks, identified by No. 13866 (the “Agreement”); and

**WHEREAS** the Parties previously entered into the First Amendment to the Agreement dated July 10, 2024 (the “First Amendment”); and

**WHEREAS**, the County requires the services of the Contractor for an additional Park location; and

**WHEREAS**, the Parties desires to amend the Agreement to include that the services be completed at the additional Park location and to make other amendments as otherwise provided herein.

**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. In Exhibit #1, attached to the Agreement titled “Scope of Services”, specifically Paragraph #22 titled “Frequency and Scheduled Locations” is amended with the following updated table:

Annual Lawn Sample Schedule												
Parks	January	February	March	April	May	June	July	August	September	October	November	December
<b>Quadrant #1</b>												
High Springs Boat Ramp	2	2	2	4	4	5	4	5	4	4	2	2
Celton Oak	2	2	2	4	4	5	4	5	4	4	2	2
Monteocha	2	2	2	4	4	5	4	5	4	4	2	2
Poe Springs	2	2	2	4	4	5	4	5	4	4	2	2
<b>Quadrant #2</b>												
Lake Alto	2	2	2	4	4	5	4	5	4	4	2	2
Santa Fe Lake	2	2	2	4	4	5	4	5	4	4	2	2
Melrose Boat Ramp	2	2	2	4	4	5	4	5	4	4	2	2
Owen-Illinois	2	2	2	4	4	5	4	5	4	4	2	2
Copeland	2	2	2	4	4	5	4	5	4	4	2	2
<b>Quadrant #3</b>												
Holden	2	2	2	4	4	5	4	5	4	4	2	2
Lochloosa	2	2	2	4	4	5	4	5	4	4	2	2
Kate Barnes Boat Ramp	2	2	2	4	4	5	4	5	4	4	2	2
Grove	2	2	2	4	4	5	4	5	4	4	2	2
Earl P. Powers	2	2	2	4	4	5	4	5	4	4	2	2
Chestnut	2	2	2	4	4	5	4	5	4	4	2	2
West End	2	2	2	4	4	5	4	5	4	4	2	2
<b>Quadrant #4</b>												
Squirrel Ridge	2	2	2	4	4	5	4	5	4	4	2	2
Veterans	2	2	2	4	4	5	4	5	4	4	2	2
Watermelon Pond	2	2	2	4	4	5	4	5	4	4	2	2
Jonesville Park	2	2	2	4	4	5	4	5	4	4	2	2
SWAG Park Retention Area	1	1	1	2	2	2	2	2	2	2	1	1
IFAS Extension Office	2	2	2	4	4	5	4	5	4	4	2	2

B. Amendment. Exhibit #1, of the Agreement titled “Scope of Services”, is amended to add a new Paragraph #34, titled “Quadrant #4 SWAG Park Retention area” to read as follows:

34. Quadrant #4 SWAG Park Retention Area

1. 807 SW 64th Terrace – Water Basin/Walking Path. The top portion along the walking path every other week in growing season. Mowing from top of pond to bottom of Slope. The bottom would be monthly all year long. Edging and blowing of sidewalk/walking path once per month.

C. Amendment. Exhibit #1, of the Agreement titled “Scope of Services”, is amended to add a new Paragraph #35, titled “Quadrant #4 Agricultural Annex” to read as follows:

35. Quadrant #4 IFAS Extension Office

1. 22712 W Newberry Rd, Newberry, FL 32669 Service includes: Mowing, Weed eating, Edging, Mowing around retention pond, Blowing of cut debris

D. Amendment. Exhibit #2, of the Agreement titled “Rate Schedule”, is deleted in its entirety and replaced with a new Exhibit 2 attached to this Second Amendment

E. Amendment. Paragraphs #34 to #36 are re-numbered as #36 to #38.

F. Amendment. Section #16, of the Agreement titled “No Coercion for Labor or Services” is added to read as follows:

Human Trafficking Affidavit of No Coercion for Labor or Services

Section 787.06(13), Florida Statutes, requires any governmental entity, which includes "district", 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) 1-72 and 787.06(2)(e)3, Florida Statutes.

The Contractor will certify this understanding, obligation, through the completion of the No Coercion for Labor or Services Affidavit, a copy of which is attached to this Amendment as **Exhibit 5**.

G. Amendment. Section #17, of the Agreement titled “Contracting with Entities of Foreign Countries of Concern Prohibited” is added to read as follows:

Contracting with Entities of Foreign Countries of Concern Prohibited

Section 287.138, Florida Statutes, prohibits any governmental entity, which includes "district", from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and:

The entity is owned by the government of a foreign country of concern;

The government of a foreign country of concern has a controlling interest in the entity; or

The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

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.

The Contractor will certify this understanding, obligation, through the completion of the Foreign Country of Concern Affidavit, a copy of which is attached to this Amendment as **Exhibit 6**.

H. Effective Date. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on October 1, 2025.

I. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, 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 Amendment, the provisions of this Amendment shall prevail.

THE REMAINDER OF THIS PAGE IS 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: \_\_\_\_\_

Ken Cornell, 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: Sharon Dolby  
DB26A0A7035C480...

Print: Sharon Dolby

Title: Owner

Date: 12/16/2025

**INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.**

**EXHIBIT 2: RATE SCHEDULE**

<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
Quadrant #1 High Springs Boat Ramp	Cost Per Mow	\$50.00
Quadrant #1 Celson Oak	Cost Per Mow	\$225.00
Quadrant #1 Montechoa	Cost Per Mow	\$300.00
Quadrant #1 Poe Springs	Cost Per Mow	\$775.00
Quadrant #4 Squirrel Ridge	Cost Per Mow	\$400.00
Quadrant #4 Veterans Park	Cost Per Mow	\$600.00
Quadrant #4 Watermelon Pond	Cost Per Mow	\$140.00
Quadrant #4 Jonesville Park	Cost Per Mow	\$1,100.00
Quadrant #4 SWAG Park Retention Area	Cost Per Mow	\$400.00
Quadrant #4 IFAS Extension Office	Cost Per Mow	\$365.00
Changes to Acreage Mowed	Cost Per Acre	\$40.00

**EXHIBIT 5: AFFIDAVIT OF NO COERCION PURSUANT TO §787.06, FLORIDA STATUTES**


State of Florida

County of Alachua

I, Sharon Dolby [insert full legal name of the person providing this affidavit], as Owner [insert corporate title of the person providing this affidavit] of the Kelly klean [insert full legal name of the Corporation], 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 on behalf of the Kelly klean [insert full legal name of the Corporation].
3. I attest and affirm that Kelly klean [insert full legal name of the Corporation] 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:  
  
 DB26A0A7035C480...  
 Signature

Sharon Dolby  
 \_\_\_\_\_  
 Name Printed

Owner  
 \_\_\_\_\_

Title  
 12/16/2025  
 \_\_\_\_\_

Date Signed

**EXHIBIT 6: AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN  
PURSUANT TO 287.138, Florida Statutes**

State of <sup>Florida</sup> Florida  
County of Baker

I, Sharon Dolby [insert full legal name of the person providing this affidavit], as  
Owner [insert corporate title of the person providing this affidavit] of the  
Kelly Klean [insert full legal name of the Corporation], 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 on behalf of Kelly Klean [insert full legal name of the Corporation].
3. I attest and affirm that the following is true and correct:
  - a. Kelly Klean [insert full legal name of entity] 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 Kelly Klean [insert full legal name of entity].
  - c. Kelly Klean [insert full legal name of entity] 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:  
Sharon Dolby  
DB26A0A7035C480...

Signature

Sharon Dolby

Name Printed

Owner

Title

12/16/2025

Date Signed