

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF DELTONA AND REDMAN CONSULTING GROUP, INC.**

This Second Amendment to the Agreement Between the City of Deltona and Redman Consulting Group, Inc., (“Second Amendment”) is made as of 10/1/2025, (the “Effective Date”) between the City of Deltona, Florida, a Florida municipal corporation, with its principal place of business located at 2345 Providence Boulevard, Deltona, Florida 32725 (the “City”) and Redman Consulting Group, Inc., a Florida profit corporation, with its principal place of business located at 7017 S. Atlantic Ave, New Smyrna Beach, Florida 32169 (the “Contractor”) with each being referred to herein as a Party or collectively as the “Parties.”

WHEREAS, the City and Contractor entered into the Agreement Between the City of Deltona and Redman Consulting Group, Inc. on October 1, 2018 (the “Agreement”); and

WHEREAS, the City and Contractor executed Amendment to the Agreement Between the City of Deltona and Redman Consulting Group, Inc. on February 5, 2020, the “First Amendment”); and

WHEREAS, the City and Contractor desires to extend the term of the initial contract and have agreed to the following contract modifications; and

WHEREAS, the State of Florida requires that contracts between local governments and business entities include certain statutorily required clauses and affidavits.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended to incorporate the following:

1. **Renewal Term.** The Parties hereby agree to renew the Agreement as modified by the First Amendment and this Second Amendment for a period of seven years commencing October 1, 2025 and ending September 30, 2032, unless earlier terminated in accordance with the provisions of the Agreement, First Amendment, and Second Amendment.
2. **Amendment of Article 3. Compensation.** Article 3. Compensation., as amended by the First Amendment shall be further amended as follows:

3.1 The City agrees to compensate Consultant for work performed, completed and accepted by City’s representative for services provided ~~at a total cost of \$5,500 per month for the services~~ for a total of Five thousand five hundred dollars and 00/100 (\$5,500.00) per month of Sixty six thousand dollars and 00/100 (\$66,000.00) annually. Beginning October 1, 2028, Consultant’s compensation shall be increased annually by an amount equal to the lesser of two point five percent (2.5%) or the average of the Consumer Price Index (CPI) for All Urban Consumers for the previous twelve months as calculated by the U.S. Bureau of Labor Statistics.

Redman will submit an invoice to the City for the \$5,500 each month and the City will pay Redman. In turn the City will deduct the amount from the Waste Pro invoice.

3.1.1 City agrees to compensate Consultant for Commercial Tracking for \$2,100 per month, \$25,500.00 annually. Beginning October 1, 2028, Consultant's compensation shall be increased annually by an amount equal to the lesser of two point five percent (2.5%) or the average of the Consumer Price Index (CPI) for All Urban Consumers for the previous twelve months as calculated by the U.S. Bureau of Labor Statistics.

3. **Amendment of Article 7. Severability.** Section 7. Severability. shall be amended as follows:

7.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given. served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Contractor:

Bill Redman
Redman Consulting Group, Inc.
7017 S. Atlantic Ave.
New Smyrna Beach, Florida 32169

If to City:

~~Dale Baker~~ Dale "Doc" Dougherty
City of Deltona
2345 Providence Boulevard
Deltona , Florida 32725

4. **Addition of Article 9. State Required Affidavits.** Article 9. State Required Affidavits shall be added as follows:

Article 9. State Required Affidavits.

9.1 By entering into this Agreement, the Contractor agrees to review and comply with the following state affidavit requirements:

(a) **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

(b) **Scrutinized Companies.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor

certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- (c) **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
- (d) **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
- (e) **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (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. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with

the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

5. **Ratification of Agreement.** The Agreement, as modified by the First Amendment and this Second Amendment, remains in full force and effect. In the event of any conflict between the Agreement or First Amendment and this Second Amendment, the terms and conditions of this Second Amendment will apply.

IN WITNESS WHEREOF, Contractor has signed and delivered this Agreement, and the City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

City of Deltona

Redman Consulting Group, Inc.

By: _____
Dale "Doc" Dougherty, ICMA-CM
City Manager

By: _____
William S. Redman, Jr.
Senior Vice President

Attest: _____
Joyce Raftery
City Clerk

Approved as to form and legal sufficiency for the use and reliance of the City of Deltona only

By: _____
TG Law, PLLC, City Attorney

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

_____ Witness #1 Print Name: _____	_____ Print Name: _____
	_____ Title: _____
_____ Witness #2 Print Name: _____	_____ Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts stated in
it are true:**

_____ Witness #1 Print Name: _____	_____ Print Name: _____ Title: _____
_____ Witness #2 Print Name: _____	_____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (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.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts stated in
it are true:**

Witness #1 Print Name: _____ Print Name: _____
Title: _____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

_____ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath