

RESOLUTION NO. 2025-128

**A RESOLUTION OF CITY OF DELTONA, FLORIDA;
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO
EXECUTE A PIGGYBACK AGREEMENT WITH DDS
ENTERPRISES, LCC PURSUANT TO VOLUSIA COUNTY
CONTRACT IFB#25-B-17JS; PROVIDING FOR TASK
AUTHORIZATIONS AND RENEWALS IN ACCORDANCE
WITH CITY BUDGETS; PROVIDING FOR
IMPLEMENTATION AND AN EFFECTIVE DATE.**

WHEREAS, the Purchasing Policies of the City of Deltona, Florida (the "City") authorize "piggybacking" on other competitively bid government contracts; and

WHEREAS, Volusia County has entered into Agreement with DDS Enterprises, LLC (the "Vendor") pursuant to competitive solicitation IFB#25-B-17JS (the "Volusia County Contract"); and

WHEREAS, the City Commission desires to authorize the City Manager or his designee to execute a piggyback agreement with the Vendor for as-needed concrete installation, removal, and delivery services, which is attached hereto and incorporated herein as Exhibit "A" (the "Piggyback Agreement"), subject to any changes as may be required by the City Attorney; and

WHEREAS, the City Commission further desires to authorize the City Manager or his designee to renew and amend the Piggyback Agreement as needed and to issue Work Authorizations under the Piggyback Agreement that are in accordance with City Budgets and do not exceed two hundred and fifty thousand dollars (\$250,000.00) annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

Section 1. Recitals Adopted. That each of the above recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Purchase Approved. That the City Manager or his designee is authorized to execute the piggyback agreement with DDS Enterprises, LLC for as-needed concrete installation, removal, and delivery services pursuant to Volusia County competitive solicitation IFB#25-B-17JS, which is attached hereto and incorporated herein

as Exhibit "A" (the "Piggyback Agreement"), subject to any changes as may be required by the City Attorney.

Section 3. Task Authorizations and Renewals Authorized. That the City Manager or his designee renew and amend the Piggyback Agreement as needed and to issue Work Authorizations under the Piggyback Agreement that are in accordance with City Budgets and do not exceed two hundred and fifty thousand dollars (\$250,000.00) annually.

Section 4. Implementation. That the City Manager is hereby authorized to take any action which is necessary to implement this Resolution.

Section 5. Effective Date. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, THIS _____ DAY OF _____, 2025.

BY: _____
Santiago Avila, Jr., MAYOR

ATTEST:

Joyce Raftery, CMC, MMC, CITY CLERK

Name	Yes	No
Avila-Vazquez		
Colwell		
Heriot		
Howington		
Lulli		
Santiago		
Avila		

Approved as to form and legality
for use and reliance of the City of
Deltona, Florida

TG Law, PLLC, CITY ATTORNEY

**PIGGYBACK AGREEMENT FOR CONCRETE INSTALLATION,
REMOVAL & DELIVERY**

This Piggyback Agreement for Concrete Installation, Removal & Delivery ("Agreement") is made as of 06/ /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 DDS Enterprises LLC, a Florida limited liability corporation, with its principal place of business located at 463 Shaw Lake Road, Pierson, FL 32180 (the "Contractor") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Purchasing Policies of the City Deltona allow for "piggybacking" of competitively bid governmental contracts; and

WHEREAS, Contractor was awarded a Master Services Agreement pursuant to Volusia County, Florida IFB#25-B-17JS, which is attached hereto and incorporated herein as Exhibit "A" (the "Volusia County Master Agreement"); and

WHEREAS, Contractor submitted a proposal for services consistent with all terms and conditions of the Volusia County IFB#25-B-17JS, which is attached hereto and incorporated herein as Exhibit "B" (the "Response Document Report Costs"); and

WHEREAS, the State of Florida require that contracts between local governments and business entities include certain 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 City and Contractor hereby agree as follows:

1. **Volusia County Piggyback Ratified.** All terms and conditions of the Volusia County Master Agreement are hereby ratified and remain in full force and effect. In the event of any conflict between the Volusia County Master Agreement and this Agreement, the terms and conditions of this Agreement will apply.
2. **Compensation.** Contractor shall provide services pursuant to the terms of the Volusia County Master Agreement and the prices set out in the Response Document Report Costs on an as-needed basis in accordance with budgeted amounts in various City Departments (the "Services"). Prior to the commencement of Services to any City Department, Contractor must submit a Task Authorization outlining the Services to be provided and the price to provide said Services for the City's approval. In no event will Contractor be permitted to receive compensation for Services not specifically agreed to by the City in writing. The City is obligated to pay all proper invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.
3. **Insurance.** These are mandatory insurance requirements, each requirement listed below must be fulfilled. All policies, endorsements, certificates and/or binders shall be subject to approval by the City's Risk Management as to form and content. These requirements are

subject to amendment or waiver only if so approved in writing by a duly authorized representative of the City. A lapse in any required insurance coverage during this Agreement shall be considered a material breach. Further it is understood and agreed by Contractor that nothing in this provision shall waive or otherwise limit the right of the City to modify INSURANCE REQUIREMENTS to meet the demands of special or unique circumstances. Accordingly, the City reserves the right to modify the types and limits of insurance to meet the demands of special or unique circumstances.

The insurance obligations under this Agreement shall be all the insurance coverage and/or limits carried by or available to the Contractor or the minimum insurance requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover obligations of the Contractor under this Agreement.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Contractor agrees to have and maintain at its own sole expense, in full force and effect the insurance policies set forth in this article. All policies must contain an endorsement requiring a minimum of thirty (30) days written notice from the insurance company to the City prior to cancellation or any change in coverage, scope, or amount of any such policy or ten-day notice for non-payment of premium.

CONTRACTOR EXPRESSLY AFFIRMS THAT IT HAS HAD THE OPPORTUNITY TO RECOVER THE COSTS OF THE INSURANCE REQUIRED IN ITS CONTRACT PRICE.

Contractor shall provide the City of Deltona with a certificate of insurance naming the City of Deltona, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation/Employer's Liability and Professional Liability policies, as applicable, with the following terms, conditions, limits and other related criteria:

a. **Commercial General Liability:** \$1,000,000 each Occurrence Limit, \$2,000,000 General Aggregate shall include **but shall not be limited to:** bodily injury, property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors' coverage. The Commercial General Liability policy shall be endorsed with the **ISO CG2010 Additional Insured** endorsement (or similar endorsement or policy coverage form with coverage at least as broad as the ISO CG 2010).

b. **Workers' Compensation:** FL Statutory Limits. **Employers Liability Limits:** \$1,000,000 Bodily Injury by Accident per employee; \$1,000,000 Bodily Injury by Disease per employee; \$1,000,000 Bodily Injury by Disease policy limit.

If Contractor's worker's compensation program is part of an employee-leasing or co-employment arrangement where certain Statutory employees may be excluded from

coverage, Contractor specifically agrees to indemnify, hold harmless, defend against and pay or reimburse the City for losses the City or its insurers may be obligated to pay to any natural person who is denied workers compensation benefits or employers liability coverage that arise out of or result from Contractor's employee-leasing or co-employment arrangement.

It is specifically agreed that a current Florida Workers Compensation Exemption certificate shall be accepted for DDS ENTERPRISES LLC in lieu of Workers Compensation/Employer's Liability insurance coverage.

Contractor hereby agrees that prior to any on-site visit by any other natural person other than Nick Shephard, Contractor shall provide a current Florida Workers Compensation Exemption certificate to City staff for approval by City Risk Management.

c. Commercial Automobile Liability: \$1,000,000 Combined Single Limit per occurrence and \$1,000,000 for Bodily Injury per occurrence and \$1,000,000 Property Damage per occurrence;

Based upon Contractor's written statement and representation that no autos and/or other motor vehicles are owned to or otherwise registered by Contractor, only evidence of Hired and Non-Owned Auto Liability coverage shall be required by City at Agreement inception. In order to maintain this **conditional** risk exception, Contractor shall at each subsequent renewal of their Commercial General Liability coverage provide City with an updated written statement and representation referencing same (email acceptable), otherwise evidence of liability insurance for all vehicles (owned, hired and non-owned) with limits outlined above shall be required.

It is specifically agreed that the City of Deltona shall not be liable to the Contractor for any liability arising out of the performance of this Agreement. Contractor specifically waives any and all rights of recovery it may have against the City of Deltona, independent of any waiver of rights of recovery by any insurer.

Contractor agrees to obtain any endorsement that may be necessary to effect all waivers of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement or policy coverage form from the insurer.

All insurance policies shall be endorsed to provide that (a) Contractor's insurance is **primary and non-contributory** to any other insurance available to the City of Deltona with respect to claims related to this Agreement.

Self-insurance shall not be acceptable. Any policy including a self-insured retention ("SIR") in the primary layer of liability in any amount must be submitted to and approved by the City's Risk Management Department prior to risk approval.

All insurers must have an AM Best financial and size rating of A-VII or better and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or

modification which materially restricts coverage or terms. Contractor shall promptly notify the City of Deltona in the event of receipt of such notice from an insurer.

Contractor shall provide a copy of any policy coverage form or policy endorsement evidencing insurance coverage as outlined above at any time upon City request.

RELAXATION OR SUSPENSION OF INSURANCE REQUIREMENTS: City Risk Management may, in its sole discretion, and subject to any conditions it deems appropriate, relax, change, update, alter or temporarily suspend, in whole or in part, any insurance requirement upon written notice to Contractor.

4. **Indemnification.** To the extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless the City and its directors, officers and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance pursuant to this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.
5. **Notices.** All notices hereunder shall be given in writing by electronic mail with copy by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To City: Dale "Doc" Dougherty, ICMA-CM, City Manager
The City of Deltona
2345 Providence Boulevard
Deltona, FL 32725
Email: doc@deltonafl.gov

To Contractor: Nicholas Shephard, Manager
DDS Enterprises LLC
463 Shaw Lake Road
Pierson, FL 32180
Email: DDSEnterprisesLLC@yahoo.com

6. **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted

such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

7. **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. The Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
8. **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.
9. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.
10. **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
11. **Venue.** The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Volusia County, Florida.
12. **No Contingent Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
13. **Access to Records and Audit Clause.** Contractor agrees to permit the City to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the City the right to audit any books, documents and papers of Contractor that were generated during the course of the administration of this Agreement. Contractor shall

maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes Chapter 119. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: JOYCE RAFTERY, CITY CLERK
Mailing address: 2345 PROVIDENCE BLVD., DELTONA FL, 32725
Telephone number: 386-878-8505
Email: JRAFTERY@DELTONAFL.GOV

14. **State Required Affidavits.** 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 sub Contractors; 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.

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

DDS Enterprises LLC
A Florida limited liability corporation

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

By: _____
Nicholas Shephard
Manager

Attest: _____
Joyce Raftery
City Clerk

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

By: _____
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 sub Contractors.

☐ 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: _____

Witness #2 Print Name: _____

Title: _____

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: _____

Witness #2 Print Name: _____

Title: _____

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

EXHIBIT “A” – VOLUSIA COUNTY MASTER AGREEMENT

EXHIBIT "B" - SERVICES