

**AGREEMENT FOR
SMOKE AND DYE TESTING BETWEEN THE
CITY OF MARCO ISLAND, FLORIDA AND
USSI, LLC**

"PIGGYBACK" CITY OF CLEARWATER, FLORIDA AGREEMENT NO. 22-0006-UT

This Agreement is made this ____ day of June 2025 ("Effective Date") between the **CITY OF MARCO ISLAND**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 50 Bald Eagle Drive, Marco Island, Florida 34145 (the "City"), and **USSI, LLC**, a Florida Limited Liability Company whose address is 752 Commerce Drive, Suite 15, Venice, FL 34292 (the "Contractor").

WITNESSETH

WHEREAS, the City wishes to enter into an agreement with the Contractor for the provision of Smoke and Dye Testing; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Clearwater, Florida, and the Contractor titled Agreement No. 22-0006-UT Sewer Point Repair & Improvements and Smoke and Dye Testing, effective as of September 15, 2022, attached hereto and incorporated herein as Exhibit "A-1" ("City of Clearwater"); and

WHEREAS, the City Code authorizes the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Contract Terms. The Contractor agrees to provide the City the Services as set forth in the City of Clearwater Contract, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the City of Clearwater Contract, the order of priority shall be: this Agreement, and the City of Clearwater Contract.

The following additional provisions are included:

A. The City of Clearwater Agreement is effective through September 30, 2025. The agreement

was extended for an additional one-year term on April 10, 2025. The contract expiration date is now September 30, 2026. The Agreement allows for (1) additional one (1)-year renewal.

- B. The “City of Marco Island” shall be deemed substituted for the “City of Clearwater” with regard to any and all provisions of the City of Clearwater Contract, which is incorporated herein by reference, including by example and not limitation, with regard to insurance, indemnification, licensing, termination, default and ownership of documents.

C. Adding paragraph for Invoices

Invoices for satisfactory services rendered and accepted by the City shall be sent to:

Via email: accountspayable@cityofmarcoisland.com
Attn: Guillermo Polanco
Finance Director
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

D. Adding paragraph for Insurance

Prior to Contractor’s commencement of services pursuant to the Marco Island Contract, Contractor shall deliver to the City, in a form acceptable to the City in its sole discretion, the following documents within 15 days of execution of the Marco Island Contract:

- All required certificates of insurance as described in the City of Clearwater Contract listing the City of Marco Island as an “Additional Insured”

The Certificate Holder should read as follows:

City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

E. Adding paragraph for legal venue

The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marco Island, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Collier County, Florida. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

F. Section 3. PUBLIC RECORDS is hereby replaced with the following language:

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: JOAN TAYLOR, CITY CLERK
Mailing address: 50 Bald Eagle Drive, Marco Island, FL 34145
Telephone number: 239-389-5010
Email: JTAYLOR@cityofmarcoisland.com

G. Adding paragraph for NOTICES

TO CITY: Guillermo Polanco
Finance Director
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145
gpolanco@cityofmarcoisland.com

WITH COPIES TO: Alan Gabriel, City Attorney
200 East Broward Blvd., Suite 1900
Fort Lauderdale, FL 33301
AGabriel@wsh-law.com

TO CONTRACTOR: USSI, LLC
Dion Vlasak, President
752 Commerce Drive, Suite 15
Venice, FL 34292
Dion@ussiusa.com

Section 2. Indemnification; No Waiver of Sovereign Immunity. In consideration of ten dollars (\$10.00) and other valuable consideration, Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence, excluding the gross negligence, or actions based upon the willful, wanton or intentional misconduct of the Contractor, as well as other exclusions provided by F.S. 725.06(1)(c), recklessness or intentional wrongful misconduct of Contractor, and any persons employed or utilized by Contractor in the performance of the services pursuant to this Agreement. Contractor agrees that negligent, reckless or intentional wrongful misconduct also includes but is

not limited to the violation of any Federal, State, County or Customer laws, by-laws, ordinances or regulations by Contractor, its subcontractors, agents, servants or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

Section 3. Severability. This Agreement sets forth the entire agreement between Contractor and the City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 4. Waiver of Jury Trial. The City and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

Section 5. Modifications. No modifications or changes to the agreement shall be valid or binding upon the City unless in writing and executed by the party or parties intended to be bound by it.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY:

CITY OF MARCO ISLAND

Michael McNees, City Manager

Date: _____

CONTRACTOR:

USSI, LLC
A FLORIDA LIMITED LIABILITY COMPANY



Dion Vlasak, President

Date: 6-17-2025

Attest: _____
Joan Taylor, City Clerk

Attest: 

Corporate Secretary/Witness

APPROVED AS TO FORM:

Alan L. Gabriel, City Attorney

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 the City 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 the City, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of USSI, LLC, a nongovernmental entity.
3. USSI, LLC 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:

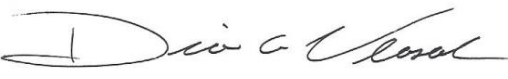

 Witness #1 Print Name: Tim McRoberts

 Witness #2 Print Name: Jackie Vlasak


 Print Name: Eric McRoberts
 Title: VP
 Entity Name: USSI, LLC

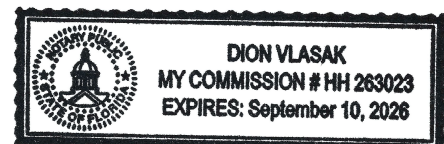
OATH OR AFFIRMATION

State of Florida
 County of Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17 day of June, 2025, by Eric McRoberts
 (name of person) as VP (type of authority) for
USSI, LLC (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), the City 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 the City which would grant the entity access to an individual's personal identifying information.

1. USSI,LLC ("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: Tim McRoberts

 Witness #2 Print Name: Jackie Vlasak



 Print Name: Eric McRoberts
 Title: VP
 Entity Name: USSI,LLC

OATH OR AFFIRMATION

State of Florida

County of Sarasota

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17 day of June, 2025, by Eric McRoberts
 _____ (name of person) as VP (type of authority) for
USSI,LLC (name of party on behalf of whom instrument is executed).


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

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

