

RESOLUTION NO. 23-12-138

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A RENEWAL OF THE AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND RES FLORIDA CONSULTING, LLC FOR WATER QUALITY AND BENTHIC VEGETATION MONITORING IN VILLAGE CANALS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE RENEWAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 20, 2020, the Village Council of Islamorada, Village of Islands (the "Village Council"), passed and adopted Resolution No. 20-08-75, thereby approving a project agreement between the Village and RES Florida Consulting, LLC ("RES"), formerly E Sciences Inc., attached hereto as Exhibit "A"; and

WHEREAS, the purpose of the agreement is to provide continued testing and monitoring of water quality and benthic vegetation in Village canals and nearshore waters, as described in Appendix "A" thereto; and

WHEREAS, the Agreement took effect on October 5, 2020, for an initial one-year term, with renewal provisions for four (4) additional one-year periods by the mutual written agreement of the Parties; and

WHEREAS, the Agreement is scheduled to expire on December 31, 2023, with four (4) eligible annual renewals remaining; and

WHEREAS, the Village and RES both desire to enter into a third renewal term as provided for in the Agreement attached as Exhibit "A" hereto, in an amount not to exceed Seventy-five Thousand Dollars (\$75,000.00).

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. **Approval of Renewal of Agreement.** The Village Council hereby approves renewal of the Agreement between the Village and RES to provide water quality and benthic vegetation testing and monitoring, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Authorization of Village Officials.** The Village Manager or designee and the Village Attorney are hereby authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. **Execution of Agreement.** The Village Manager is authorized to execute the renewal on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the agreement and to execute any extensions and/or amendments to the agreement, subject to the approval as to form and legality by the Village Attorney.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon

adoption.

Motion to adopt by Mark Gregg, seconded by Elizabeth Jolin.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilman Mark Gregg	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Henry Rosenthal	Yes

PASSED AND ADOPTED THIS 12th DAY OF DECEMBER, 2023.

DocuSigned by:

Joseph B. Pinder III

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JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

008DA9A0B2704DE...

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

DocuSigned by:



362BFAA7FDD417

JOHN J. QUICK, VILLAGE ATTORNEY



Exhibit A

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

E Sciences, INC.

For

Water Quality and Benthic Vegetation Monitoring in Village Canals

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and E Sciences, INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide environmental services to the VILLAGE for the Project as described in the "Scope of Work" and "Project Approach" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "1."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of the work the CONSULTANT shall provide to the VILLAGE the following Deliverables within 60 days following the end of each bi-annual sampling period (October 31st & April 30th):

- *A letter report confirming completion of field sampling activities, noting the dates each canal was sampled and any issues the CONSULTANT encountered carrying out the work plan*
- *An interpretive report that notes dates of sampling events, summarizes field activities, details the results of the sampling event and compares results to historical values*

- *A geo-referenced map of sampling locations*
- *Water quality and biologic benthic data in standard spreadsheet format*

The Village's project manager is to be notified prior to commencement of each bi-annual field sampling event and is to be notified once it is completed. On occasion the CONTRACTOR will be asked to present project results to the Village Council and the Water Quality Improvement Citizens Advisory Committee.

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the PROJECT in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual that is not employed by or contracted with CONSULTANT and all correspondence received by the CONSULTANT for the PROJECT.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through, **December 31, 2021** unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement each year for up to four (4) additional years by mutual written agreement of the VILLAGE and CONSULTANT. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed of Commencement.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement within Exhibit "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

3.5 CONSULTANT will perform all services hereunder using that degree of skill and care ordinarily exercised under similar conditions by reputable members of CONSULTANT'S profession practicing in the same or similar locality at the time the Services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Fifty-Two Thousand Dollars (**\$52,000.00**) for the first year of the Project, Fifty Thousand Dollars (**\$50,000.00**) for years two (2) – four (4) if renewed and Fifty-Two Thousand Dollars (**\$52,000.00**) for year five (5) if renewed as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a bi-annual basis and in a timely manner following the approval of deliverables by the Village's project manager. An invoice shall be submitted following the completion of each sampling event and following the completion of each data/interpretive report. Completion of the sampling effort will be communicated to the Village project manager in a letter report noting the dates each canal was sampled and any issues the CONSULTANT encountered carrying out the work plan. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "1", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The

VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Retainage. No retainage is required under this Project Agreement.

5.4 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Agreement. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Nadia Locke	Project Manager
Patricia Gertenbach	Technical Advisor
James J. Orioles	Quality Assurance Manager
Rachel E. Vitek	GIS & Data Management
Jennifer Savaro	Field Assessment Lead
Matthew White	Field Assistant

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the

application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: Maria J Bassett
Maria Bassett, Acting Village Manager / Finance Director

The 5th day of October, 2020.

AUTHENTICATION:

Kelly S. Toth
Kelly Toth, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY



Roger V. Bryan, Village Attorney

CONSULTANT

E SCIENCES, INC.

By: Peter Pantow

Print Name: Peter Pantow

Title: President

The 28th day of September, 2020

AUTHENTICATE:



Secretary



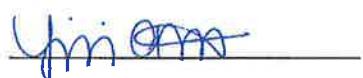
Print Name

(CORPORATE SEAL)

WITNESSES:



Print Name: Sarah Walcott



Print Name: Lilian Arguello

Appendix A

Scope of Work & Project Approach (Updated November 2, 2023)

Incorporates updated services noted in the attached Proposal 'RES Number PRJ110111'

SCOPE OF WORK

Water quality and benthic vegetation are to be sampled in conjunction, twice a year, from six canals within Islamorada. Sampling is to be conducted once in the wet season (September-October) and once in the dry season (March-April). Canals to be sampled, labeled here with their County ID, are numbers 114, 116, 132, 147, 152, 157. Three of these canals are located on Plantation Key and three are located on Lower Matecumbe Key. This scope follows methodology and protocols established and carried out since the establishment of the program.

Water Quality Sampling

During each seasonal sampling event, water samples will be collected at two fixed stations within each of the six canals and one location 500m outside the mouths of each of the six canals. At each of these fixed stations, there is to be a 'bottom' and a 'top' sample. Bottom samples are to be collected at a depth of one to three feet above the bottom and top samples from one to three feet below the water surface. Water samples are to be tested for the following chemical variables: Chlorophyll a (CHL a), Ammonium (NH4), Nitrate+Nitrite (NOx), Nitrite (NO2), Soluble Reactive Phosphorous (SRP), Total Nitrogen (TN), Total Phosphorous (TP) and Total Organic Carbon (TOC). Since no trends were continuously observed in the Enterococci results from previous sampling, Enterococci was removed from the list of parameters in 2023. A bottom and top measurement of the following physiochemical parameters are also to be performed from the same fixed location in each canal: depth (m), salinity (psu), specific conductivity, temperature (°C), dissolved oxygen (mg/l & % saturation), pH and turbidity (NTU).

Benthic Habitat Monitoring

Benthic monitoring will occur in Canals 114, 116 and 152. During each seasonal sampling event, five sampling sites evenly distributed from the canal mouth to the rear of the canal are to be surveyed for benthic plants and animals. At each of these sites, three 0.25 m² quadrats are to be haphazardly placed on the sediment and all species of plants, macroalgae and animals are to be recorded, along with a classification of surface sediment type, a sediment depth measurement, and a canopy height. Density of seagrass, algae and benthic animal species are to be measured using a modified Braun-Blanquet scale. Monitoring is to be continued at 0m and 10m outside the mouth of each canal where densities of benthic species and sediment type are to be surveyed using the same methods. Additionally, fish surveys will be conducted along each transect using the roving diver technique.

CONSULTANT will be responsible for the collection and laboratory processing of the physicochemical and chemical parameters. CONSULTANT will be responsible for reporting all

information collected in the field to the Village, which will include the physicochemical, chemical, and benthic parameters.

Following each bi-annual sampling event, the CONSULTANT will be responsible for a deliverable which documents the results of the sampling event. Reporting will include a summary of field activities, dates of sampling events, production of a geo-referenced station map, data in standard spreadsheet format, and an interpretive report which details the results of the sampling event and compares results to historical values. The CONSULTANT will be responsible for ensuring the results are compiled and a complete data set is submitted to the Village's project manager within a time period specified in this agreement.

The CONSULTANT will be responsible for supplying all equipment necessary to perform the studies. The CONSULTANT will be responsible for obtaining any necessary permits to complete the field studies and be aware of any natural resource protection measures that need to be applied.

Supplemental water quality monitoring may also be requested of the CONSULTANT to be performed in additional canals as they become candidates for or are selected for canal restoration projects. Contractual obligations for this supplemental work would be determined as they arise and do not currently form part of this agreement.

Project Schedule

The project will commence after the execution of this agreement. Field sampling is to be conducted once in the wet season (September-October) and once in the dry season (March-April). The first field work activities will be for the 2020 wet season sampling event. Field work is to be scheduled and completed at the CONSULTANT'S convenience. There are no set dates on when the field work is to be performed; however, it needs to be completed between September 1 - October 31 for the wet season sample and March 1 – April 30 for the dry season sample. During each bi-annual sampling event the Village's project manager is to be notified prior to field activities taking place and is to be notified once they are completed.

This agreement between the VILLAGE and the CONSULTANT is for a one-year term with renewal provisions for four (4) additional one-year periods by the mutual written agreement of both parties. According to this agreement, one year of work will entail one wet and one dry season sample.

PROJECT APPROACH

Provide in detail the methods that will be utilized to perform the field work portion of this project.

There will be two monitoring events per year, one during the wet season (September-October) and one in the dry season (March-April). RES will perform the field work for both the benthic resources surveys and water quality sampling during the same field event. Prior to arrival for

each event, we will contact the laboratory to have the bottles and coolers ready for our pickup upon arrival. The following provides our general field work strategy.

The following provides a more prescriptive approach the monitoring process that we would implement.

Prior to sampling, high and low tide times will be obtained. To determine the presence of a thermocline and/or halocline, the following field measurements will be collected at each sampling site at the surface and at the bottom and recorded:

- water depth (meters)
- salinity (practical salinity units),
- specific conductivity
- temperature (°C)
- dissolved oxygen (milligrams per liter and % saturation),
- pH
- turbidity (nephelometric turbidity units)

These measurements will be collected using our in-house meters and a weighted measuring tape. Tides will be documented. The presence of thermoclines and haloclines will be evaluated. Field measurements and samples will be collected one to three feet below the water surface and bottom measurements and samples will be collected one to three feet above the canal bottom. Samples will be collected using a Van Dorn or similar sampler. Field measurements and water samples will be collected from a vessel. Measures to avoid sediment disturbance in the immediate area of the sample will be taken. Water samples will be collected in a manner consistent with the FDEP SOPs for surface water sample collection. Samples will be placed in containers provided to us by the laboratory and stored in an ice filled cooler until delivery to the laboratory. Proper chain of custody protocols will be followed from sample collection until delivery to the laboratory. The laboratory will analyze the samples for the following parameters:

- Chlorophyll a (CHLa)
- Ammonium (NH4)
- Nitrate + Nitrite (NOx)
- Nitrite (NO2)
- Soluble Reactive Phosphorous (SRP)
- Total Nitrogen (TN)
- Total Phosphorous (TP)
- Total Organic Carbon (TOC)

Two RES divers will conduct benthic (seagrass, coral and algae) surveys at each of the three canals during each seasonal sampling event. Prior to the surveys, five evenly spaced transects perpendicular to shore and distributed through the canal (i.e. canal mouth to the rear of the canal). These locations will be determined in ArcGIS in advance of the field work and uploaded into a Global Positioning System (GPS) to be used in the field. Once in the field, a transect tape will be deployed using the predetermined GPS coordinates for the first site of the canal. Diver one will haphazardly place a 0.25 m² quadrat along the transect while Diver two haphazardly

places a second 0.25 m² quadrat along the same transect. After the first diver is complete with their quadrat, a third 0.25 m² quadrat will be haphazardly placed along the same transect. Each quadrat will be monitored using the modified Braun-Blanquet scale. Data sheets will be prepared prior to the field visit with each of the possible sessile functional that could be observed. Estimate percent cover will be measured from a bird's eye view of the quadrat. Functional groups that would be included in the data sheets include sediment, macroalgae, sponge, octocoral, hard coral, tunicate, seagrass and other. Representative photographs will be taken at each quadrat. Seagrass will be identified to the species level. Macroalgae and octocoral will be identified to the genus level. Sponges will be identified to their morphology and corals will be identified to the species level. Additionally, individual coral, octocoral and sponge size (i.e. length and width for coral and height for octocoral), percent mortality and condition for each individual will be recorded. Sediment depths will be collected at the center of each quadrat. Next, RES divers will place three quadrats haphazardly along transects located at 0m, 10m, 50m, 100m and 250m outside of the canal mouth. Benthic species and sediment type will be surveyed using the same methods. These survey methods will be repeated for each of the five canals.

Describe in detail how the water samples are to be processed including proposed laboratory facilities

We have selected Flowers Chemical Laboratories' Marathon laboratory for this project. This will allow us to meet the requisite hold times. We will request three coolers and six sets of sample bottles (one extra in case of breakage) ahead of time so that we have the opportunity to ensure that the correct containers are provided and so that we can partially pre-label them for efficiency. Ice will be purchased in advance of sample collection so that samples never exceed appropriate storage temperatures. Water samples will be collected in the containers provided to us by the laboratory in advance of the field work. Samples will be placed in the laboratory containers, labeled individually, and sealed. Chain of custody forms will be completed for each sample event. We will prearrange each day with the laboratory so that the samples can be processed within the required holding times.

Describe available equipment and field gear to be utilized for this project, including vessel(s) and ability to tow and launch a vessel.

We will use our inhouse equipment to collect salinity, specific conductivity, temperature, dissolved oxygen and pH. We own YSI 556 Water Quality Multimeters and Lamotte Turbidity 2020E meters. A weighted tape measure will be used measure the depth of the canals. A Van Dorn or similar sampler will be used to collect the water samples. Additional equipment required includes sample bottles, ice, coolers, datasheets, clipboards, field notebook, pens, Deionized water and gloves.

During the on-water work, life vests, first aid kits, and a VHF radio will be available for field staff. The following equipment will be utilized during the benthic surveys: vessel dive flag, dive flag buoy, SCUBA equipment, GPS, clipboards, datasheets, pencils, rulers, underwater cameras, location map, transect tapes, and 0.25 m² quadrats.

Describe the ability to enter, analyze, interpret and report the data to the Village as described in the Scope of Work.

In addition to our water quality and benthic survey expertise, RES implements a QA/QC program that includes using FDEP-adopted SOPs for field work and sampling. Our staff regularly use GIS to produce geo-referenced maps in our reports. All of our documents are produced in accordance with our QA/QC program that includes robust reviews and sign-off of documents by senior technical staff of all reports, tables, figures and graphs. This ensures you will receive quality bi-annual reports summarizing field activities, dates of sampling events, data results presented in tabular format, graphs, GIS maps, and a narrative interpretation of the sampling results that includes comparison of current water quality monitoring and benthic surveying results to historical values.

PAYMENT SCHEDULE

% Work Complete	Deliverable	Timeframe	Invoice/ Payment Amount
25	Letter report confirming completion of wet season field sampling event	Within one week following completion of wet season field sampling event	\$18,750
50	Interpretive report and data from wet season sampling event	Within 60 days following the end of the wet season sampling period	\$18,750
75	Letter report confirming completion of dry season field sampling event	Within one week following completion of dry season field sampling event	\$18,750
100	Interpretive report and data from dry season sampling event	Within 60 days following the end of the dry season sampling period	\$18,750



5570 3rd Avenue, Suite C-201
Key West, FL 33040

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

November 2, 2023

Mr. Peter Frezza
Environmental Resource Manager
Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036

Subject: **Proposal for Water Quality and Benthic Monitoring – Year 4**
Six Residential Canals
Islamorada, Monroe County, Florida
RES Number PRJ110111

Dear Mr. Frezza:

RES Florida Consulting, LLC (RES) is pleased to submit this proposal to provide water quality and benthic monitoring for Year 4 to support the on-going water quality and benthic vegetation monitoring being performed for Islamorada, Village of Islands (the Village). RES' understanding of the project is based upon communication between you and Jennifer Savaro of our Keys office on October 2, 2023, and services being provided under an existing agreement.

In 2015, the Village hired Florida International University (FIU) to conduct water quality and benthic vegetation monitoring of five canals (Canal 114, 118, 120, 145 and 152). The selection of these canals was based on changes in local wastewater management. RES was engaged in 2021 to continue water quality and benthic vegetation monitoring of these five canals. After the Spring 2022 monitoring event, the Village concluded that no significant changes were being documented in Canals 120 and 145 and because there are no water quality improvement actions planned for those canals, the Village removed them from the monitoring program for the Fall 2022 event. The Village also terminated the benthic monitoring for Canal 118 for similar reasons. In the third year of monitoring, Canals 155 and 157 replaced Canals 120 and 145.

The Village requested that in the fourth year of monitoring, RES terminate the monitoring of Canals 118 and 155 due to similar reasons stated above and that Canals 132 and 147 substitute for Canals 118 and 155. This proposal was prepared to continue the water quality monitoring of Canals 114, 116, 152 and 157, including background samples taken 500m from each of the canal mouths and benthic monitoring of Canals 114, 116 and 152. Additionally, this proposal will incorporate the monitoring of Canals 132 and 147.

Our proposed scope of services, our fee, the proposed schedule, and authorization procedures including the terms and conditions governing the project, can be found in the attached Services Agreement.

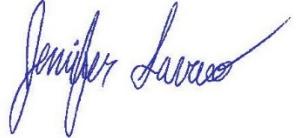
As our written authorization, please complete, sign, and return one copy of the attached Services Agreement. A scanned version of the executed Services Agreement can be emailed to us. Please note that the terms and conditions contained within the Services Agreement are a part of this proposal.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact our office at the emails below or at 954-484-8500.



Sincerely,

RES Florida Consulting, LLC



Jen Savaro
Scientist IV
jsavaro@res.us



Gayle Stone
Scientist V
gstone@res.us

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”) is entered into effective as of ____ (the “**Effective Date**”), by and between Islamorada, Village of Islands., with offices located at 86800 Overseas Highway, 3rd Floor, Islamorada, Florida 33036 (hereinafter called “**Customer**”), and RES Florida Consulting (RES) with its principal place of business located at c/o Resource Environmental Solutions, LLC, 6575 West Loop South, Suite 300, Bellaire, Texas 77401 (hereinafter called “**RES**” and, together with Customer, the “**Parties**” and, each individually, a “**Party**”).

RECITALS

WHEREAS, Customer desires to engage RES to provide the Services (defined below), and RES is willing to perform such Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the Parties agree as follows:

AGREEMENTS

1. Scope of Services. RES shall perform the services described on Exhibit 1 attached hereto (collectively, the “**Services**”). The Parties may agree in writing to amend Exhibit 1 from time to time. If any provision of an Exhibit is inconsistent or conflicts with any provision of this Agreement, the terms of the Exhibit shall control.
2. Prime Contracts. From time to time, Customer may enter into a contract or contracts (each, a “**Prime Contract**”) with an end customer (each such customer, an “**End Customer**”) for the provision of certain services specified therein, a copy of which contract has been provided to RES prior to the Effective Date of this Agreement. If permitted under a Prime Contract, Customer may subcontract to RES its obligation to perform a portion of the services under the Prime Contract. To the extent that the terms of a Prime Contract are agreeable to RES, such terms shall be incorporated into the terms of this Agreement.
3. Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall continue until the date upon which the Services are completed by RES, unless sooner terminated pursuant to Section 4.
4. Termination.
 - (a) Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”) in the event the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party fails to commence curing of such breach after receipt of written notice of such breach and thereafter fails to diligently continue curing such breach, subject to any delays or interruptions which may occur as a result of unseasonal conditions for planting or any Force Majeure event (as defined in Section 14(a)) in which case the applicable cure period shall be tolled until the unseasonal conditions or Force Majeure Event has subsided.
 - (b) Notwithstanding anything to the contrary herein, if Customer fails to pay any amount when due hereunder and such failure continues for ten (10) days after Customer’s receipt of written notice of nonpayment, then RES (1) may retain all prior payments received from Customer in relation to the Services (even if such Services have not yet been performed) (2) cease providing Services unless and until such

breach is cured to RES's reasonable satisfaction, and (3) in addition to its other remedies at law or in equity, terminate this Agreement by written notice to Customer.

(c) Upon expiration or earlier termination of this Agreement, Customer shall pay RES for (i) all Services satisfactorily performed prior to the effective date of termination, including any milestone payments, and (ii) all costs, including court costs, any attorney's or expert's fees, incurred by RES prior to, and up to, the effective date of termination.

5. Payment to RES.

(a) Customer shall pay RES the amounts set forth on Exhibit 2, which amounts shall become fully due and payable within thirty (30) days after the receipt by Customer of an invoice. Except for invoiced payments that Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

(b) All amounts required to be paid by Customer under this Agreement shall be in US Dollars and paid by check or wire transfer in accordance with instructions to be provided by RES, in good and sufficient funds, or by other method reasonably acceptable to RES.

(c) Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, RES's income, revenues, gross receipts, personnel or real or personal property or other assets.

(d) Customer will not retain any amounts from or set-off against any payment due and payable to RES.

6. Customer's Responsibilities. The Customer shall:

(a) timely respond to any reasonable requests from RES for instructions, information or approvals required by RES to provide the Services.

(b) reasonably cooperate with RES in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable RES' timely provision of the Services, including the right to enter and exit the property on which the Services will be performed (the "**Property**") at such reasonable times to allow such parties to perform the Services.

(c) take all steps necessary, including fully cooperating with RES and obtaining any required licenses, permits or consents, to prevent delay of RES's provision of the Services and to allow RES access to the Property.

7. RES Warranties.

(a) RES warrants that it shall perform the Services (x) in accordance with the terms and subject to the conditions set out in this Agreement; (y) using personnel of required skill, experience and

qualifications; and (z) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) RES's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties set forth in Section 7(a) shall be as follows:

i. RES shall use commercially reasonable efforts to promptly cure any such breach; provided, that if such breach is incapable of cure, or with respect to a material breach capable of cure, RES fails to commence to cure such breach after receipt of written notice from the Customer of such breach, or thereafter fails to continue curing such breach with diligence, Customer may, at its option, terminate this Agreement in accordance with Section 43.

ii. The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days following completion of the Services by RES.

(c) EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED FOR IN THIS SECTION 7, RES MAKES NO OTHER ORAL OR WRITTEN WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE, AND ALL OTHER ORAL OR WRITTEN WARRANTIES, EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES (OTHER THAN THOSE SET FORTH IN THIS SECTION 7) MADE BY ANY OTHER PERSON IN ENTERING INTO THIS AGREEMENT.

8. Limitation of Liability.

(a) IN NO EVENT SHALL RES OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER, OR ANY OTHER THIRD PARTY OR PERSON, FOR CLAIMS OR LOSSES ARISING OUT OF THIS AGREEMENT WHICH EXCEED THE AMOUNT OF RECOVERABLE INSURANCE, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY.

(b) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, BUSINESS OPPORTUNITY OR DIMINUTION IN VALUE, LOSS OF FACILITIES OR RIG DOWNTIME, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT RES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9. Insurance. Both Parties shall, during the Term of the Agreement, obtain and maintain the following minimum types and limits of insurance: (i) commercial general liability insurance, including bodily injury and property damage, with coverage limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy shall include contractual liability coverage insuring the activities of each respective

Party under this Agreement; (ii) Worker's Compensation insurance as required by statute, with no less than the greater of (i) \$1,000,000 per occurrence, or (ii) the minimum amount required by applicable law; (iii) commercial automobile liability insurance, including bodily injury and property damage, for vehicles used in connection with the performance of the Services, whether owned, leased, or hired by either Party, with limits no less than \$1,000,000, combined single limit per occurrence; and (iv) if RES is supplying engineering and/or design services, professional liability insurance with limits no less than \$1,000,000.00, combined single limit per occurrence, including errors and omissions. All insurance policies of a Party, excluding Workers' Compensation and professional liability, shall name the other Party as an additional insured but only to the extent of those liabilities assumed by a Party under this Agreement, and shall be primary and non-contributory to any insurance otherwise carried in the name of and/or for the benefit of the other Party. Each Party shall require its insurer to waive all rights of recovery from or subrogation against the other Party.

10. Confidentiality. From time to time during the Term of this Agreement, either Party (as the **“Disclosing Party”**) may disclose or make available to the other Party (as the **“Receiving Party”**), non-public, proprietary, and confidential information of Disclosing Party, including, but not limited to, any reports, plans, drawings, specifications, calculations, maps, surveys, plats, blueprints, sketches, notes, data and samples of Disclosing Party (**“Confidential Information”**). The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information and not disclose any such Confidential Information to any person or entity, except to the Receiving Party's employees who need to know the Confidential Information to perform its obligations under this Agreement.

11. Indemnification.

(a) RES' INDEMNITY. RES AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER, ITS AFFILIATES, ITS CONTRACTORS AND SUBCONTRACTORS (OTHER THAN THOSE FALLING UNDER THE UMBRELLA OF THE RES GROUP), AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INVITEES (**“CUSTOMER GROUP”**) FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, AND CAUSES OF ACTION (OF EVERY KIND AND CHARACTER AND WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF) (COLLECTIVELY **“CLAIMS”**) THAT ARISE OUT OF OR ARE RELATED TO THIS AGREEMENT AND ARE BEING ASSERTED BY ANY PERSON ON ACCOUNT OF THE BODILY INJURY OR DEATH OF A MEMBER OF RES, ITS AFFILIATES AND SUBCONTRACTORS, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INVITEES (**“RES GROUP”**), OR DAMAGE TO OR LOSS OF PROPERTY OF RES GROUP, REGARDLESS OF WHETHER SUCH DAMAGE OR LOSS IS CAUSED BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE) OR FAULT, OR STRICT LIABILITY, OF CUSTOMER GROUP, EXCEPTING ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER GROUP.

(b) CUSTOMER'S INDEMNITY. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS RES GROUP FROM AND AGAINST ALL CLAIMS THAT ARISE OUT OF OR ARE RELATED TO THIS AGREEMENT AND ARE BEING ASSERTED BY ANY PERSON ON ACCOUNT OF THE BODILY INJURY OR DEATH OF A MEMBER OF CUSTOMER GROUP, OR DAMAGE TO OR LOSS OF PROPERTY OF CUSTOMER GROUP, REGARDLESS OF

WHETHER SUCH DAMAGE OR LOSS IS CAUSED BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE) OR FAULT, OR STRICT LIABILITY, OF RES GROUP, EXCEPTING ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RES GROUP.

(c) SUBJECT TO SECTION 11(A) AND SECTION 11(B) ABOVE, EACH PARTY AGREES THAT IT SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY THIRD-PARTY CLAIM TO THE EXTENT CAUSED BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE) OR FAULT, OR STRICT LIABILITY OF THE INDEMNIFYING PARTY'S GROUP (INCLUDING ANY INTENTIONAL OR WILLFUL MISCONDUCT) IN CONNECTION WITH THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

12. RES Subcontractors. RES, at its sole cost and expense, may subcontract, delegate, or otherwise engage the services of any third-party contractor or subcontractor (each, a "**Subcontractor**") to perform all or any portion of the Services.

13. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the RES in the course of performing the Services (collectively, the "**Deliverables**") shall be owned by RES. RES hereby grants Customer a license to use all intellectual property rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

14. Miscellaneous.

(a) Force Majeure. Except for the payment of monetary amounts due pursuant to Section 5 hereof, any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's reasonable control, without such Party's fault or negligence, and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable, which events may include natural disasters, floods, fires, or explosions, strikes, riots, acts of God, diseases, epidemics, pandemics, including the Covid-19 pandemic, or quarantines, shortages of labor or materials, war, terrorist acts or activities, orders, laws, regulations, or restrictions, national, or regional, or local emergencies, governmental shutdowns or disturbances, or adverse determinations from any governing authority (each, a "**Force Majeure Event**"). In addition, RES may (b) cancel the project and any Services performed in connection therewith, without liability, if such cancellation is (i) recommended or required by any recognized governmental or regulatory body or non-governmental organization having at least a city-wide reputation for protecting public health and welfare, or (ii) in the judgment of RES required to protect the health and well-being of any employees, officers, directors, agents or representatives of RES. The Party alleging a Force Majeure Event shall give the other Party prompt written notice of any event or circumstance resulting in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. The Party affected by a Force Majeure Event shall

use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement.

(b) Amendments. This Agreement may not be changed, amended or modified except by an instrument in writing signed by all Parties.

(c) Governing Law. This Agreement shall be governed by and construed under the laws of the state in which the project site is located, without reference to choice of law provisions.

(d) Counterparts; Execution. This Agreement may be executed in multiple counterparts, including a facsimile or PDF scanned version thereof, each of which when so executed will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. Each Party represents that the person signing this Agreement on its behalf is duly authorized to sign.

(e) Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the physical or electronic mail addresses set forth on their signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this Section).

(f) Severability; Waiver; Entire Agreement. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. This Agreement (including any schedule, exhibits, or amendments) embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the provision of the Services.

(g) No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement

(h) Assignment; Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns; however, this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restriction shall not be deemed to prohibit (i) the assignment or transfer of this Agreement by either Party to (A) any third party that controls, is controlled by, or is under common control with, the assigning Party, or (B) any purchaser of all, or substantially all, of the assets of the assigning Party, as long as, in each case, the assignee agrees to assume all obligations of the assigning Party hereunder, or (ii) the pledge or collateral assignment of this Agreement, or any rights and/or remedies hereunder, by any Party to its primary lender(s) as collateral for such Party's obligations under any secured credit facility.

(i) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership,

joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(j) **Equal Opportunity Clause.** To the extent not exempt, Customer and RES will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or status as a qualified individual with a disability. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or status as a qualified individual with a disability. To the extent not exempt, Customer and RES will also comply with the requirements of 29 CFR Part 471, Appendix A.

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IN WITNESS WHEREOF, Customer and RES have executed this Agreement effective as of the Effective Date.

RES:

RES Florida Consulting, LLC (RES)

By: _____

Name: Justin Freedman

Title: Advisory Services Manager

Address:

Attn: Jennifer Savaro

Email: jsavaro@res.us

With copies of all notices to:

c/o Resource Environmental Solutions, LLC

6575 West Loop South, Suite 300

Bellaire, Texas 77401

Attn: Legal Department

Email: contracting@res.us

[Signature Page]

IN WITNESS WHEREOF, Customer and RES have executed this Agreement effective as of the Effective Date.

CUSTOMER:

Islamorada, Village of Islands

By: _____
Name: Peter Frezza
Title: Environmental Resource Manager

Address:

86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036

Attn: _____
Email: peter.frezza@islamorada.fl.us

EXHIBIT 1

SERVICES

1. Services.

Water quality and benthic vegetation are to be sampled in conjunction, twice a year, from six residential canals in Islamorada. RES will conduct sampling twice per year, once in the wet season (September – October) and once in the dry season (March – April). Canals to be sampled for water quality include Canals 114, 116, 132, 147, 152 and 157. Benthic monitoring will occur in Canals 114, 116 and 152. This scope follows methodology and protocols established and carried out since the establishment of the program and with the addition of RES' recommendations provided to the Village after the 2021 sampling.

A Florida Keys National Marine Sanctuary (FKNMS) Research Permit was issued to RES in February 2021 and expires January 31, 2024. This permit authorizes research in nearshore waters of Islamorada. RES submitted a permit renewal application on July 6, 2023. We received notice on July 10, 2023 that the application is complete but given the current application queue, it will take a couple of months or more to process. However, it is anticipated that the permit will be renewed prior to January 2024.

Water Quality Sampling

During each seasonal sampling event, water samples will be collected at two fixed stations within each of the six canals and one location 500m outside the mouths of each of the six canals. At each of these fixed stations, there is to be a 'bottom' and a 'top' sample. Bottom samples are to be collected at a depth of one to three feet above the bottom and top samples from one to three feet below the water surface. Water samples are to be tested for the following chemical variables: Chlorophyll *a* (CHL *a*), Ammonium (NH4), Nitrate+Nitrite (NO_x), Nitrite (NO₂), Soluble Reactive Phosphorous (SRP), Total Nitrogen (TN), Total Phosphorous (TP) and Total Organic Carbon (TOC). Since no trends were continuously observed in the Enterococci results from previous sampling, Enterococci was removed from the list of parameters in 2023. A bottom and top measurement of the following physiochemical parameters are also to be performed from the same fixed location in each canal: depth (m), salinity (psu), specific conductivity, temperature (°C), dissolved oxygen (mg/l & % saturation), pH and turbidity (NTU).

Laboratory samples will be placed in containers provided by the laboratory to be used for this project, Eurofins in Marathon, Florida. The laboratory will analyze the water quality samples for the following parameters.

Laboratory Analytical Parameters	
Parameter Analyzed	Test Method
Ammonium (NH4)	EPA350.1
Chlorophyll-a (CHL- <i>a</i>)	SM10200 H
Nitrate + Nitrite (NO _x)	EPA353.2
Soluble Reactive Phosphorous (SRP)	EPA365.1
Total Nitrogen (TN)	TotNit
Total Phosphorous (TP)	EPA365.1
Total Organic Carbon (TOC)	SM5310 C

Benthic Monitoring

Benthic monitoring will occur in Canals 114, 116 and 152. During each seasonal sampling event, five sampling sites evenly distributed from the canal mouth to the rear of the canal are to be surveyed for benthic plants and animals. At each of these sites, three 0.25 m² quadrats are to be haphazardly placed on the sediment and all species of plants, macroalgae and animals are to be recorded, along with a classification of surface sediment type, a sediment depth measurement, and a canopy height. Density of seagrass, algae and benthic animal species are to be measured using a modified Braun-Blanquet scale. Monitoring is to be continued at 0m and 10m outside the mouth of each canal where densities of benthic species and sediment type are to be surveyed using the same methods. Additionally, fish surveys will be conducted along each transect using the roving diver technique.

Reporting

Following each semi-annual sampling event, RES will provide a deliverable which documents the results of the sampling event. Reporting will include a summary of field activities, dates of sampling events, production of a geo-referenced station map, data in standard spreadsheet format, and an interpretive report which details the results of the sampling event and compares results to historical values. RES will also provide excel databases of complied and completed data sets.

Assumptions

The Village may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work. If unforeseen conditions should require services beyond the scope of services described herein, RES will notify you of additional costs necessary to complete the project, prior to proceeding. Services beyond those described herein would be invoiced in accordance with our standard schedule of fees at the applicable rates.

2. Project Schedule.

The project will commence after the agreement amendment is executed. Field sampling is to be conducted once in the wet season (September-October) and once in the dry season (March-April). The first field work activities will be for the 2024 dry season. Field work is to be scheduled and completed at RES' convenience. There are no set dates for when the field work is to be performed; however, it needs to be completed between September 1 – October 31 for the wet season sample and March 1 – April 30 for the dry season sample. During each semi-annual sampling event the Village's project manager is to be notified prior to field activities taking place and is to be notified once they are completed.

3. Project Documentation.

Customer has provided to RES the following documentation, plans, specifications, or other materials relating to the Project:

- Previous report and data from FIU
- Location of canals

EXHIBIT 2
COMPENSATION

1. PAYMENT.

Customer shall pay to RES the following lump sum fee of \$75,000 per year.

<u>Task 1: Water quality and benthic monitoring and reporting....\$75,000.00</u>
Total \$75,000.00

[] Lump Sum Basis, equal to \$75,000, payable as follows:

Milestone/Date	Payment Amount
Dry Season Field Work	25% - \$18,750.00
Dry Season Summary Report	25% - \$18,750.00
Wet Season Field Work	25% - \$18,750.00
Wet Season Summary Report	25% - \$18,750.00

2. REIMBURSABLE EXPENSES.

Customer shall pay to RES the following reimbursable expenses:

NONE

3. INVOICING.

RES shall invoice Customer in quarters, with 25% will be invoiced after each of the two monitoring events and 25% will be invoiced after each of the two monitoring summary reports. Please note that payment of our invoices is due upon receipt.



Islamorada, Village of Islands

January 2, 2024

Mr. Justin Freedman
General Manager, Florida
RES Florida Consulting, LLC
34 E. Pine St.
Orlando, FL 32801

Re: Third Renewal of Project Agreement for Water Quality and Benthic Vegetation Monitoring in Village Canals (the "Agreement") between Islamorada, Village of Islands (the "Village") and RES Florida Consulting, LLC.

Dear Mr. Freedman:

The Village appreciates the services provided by RES Florida Consulting, LLC ("RES"), formerly E Sciences, Inc., through the above reference Agreement. Section 3.1 of the Agreement allows for an extension of the term for up to four (4) additional years by mutual written agreement of the Village and the Consultant. The Village received your Proposal Number PRJ110111 dated November 2, 2023, to continue water quality and benthic monitoring for the Village starting in 2024 at the following payment schedule.

Payment Schedule

% Work Complete	Deliverable	Timeframe	Invoice/Payment Amount
25	Letter report confirming completion of wet season field sampling event	Within one week following completion of wet season field sampling event	\$18,750
50	Interpretive report and data from wet season field sampling event	Within sixty days following the end of wet season field sampling period	\$18,750
75	Letter report confirming completion of dry season field sampling event	Within one week following completion of dry season field sampling event	\$18,750
100	Interpretive report and data from dry season field sampling event	Within sixty days following the end of dry season field sampling period	\$18,750

On December 12, 2023, the Village Council adopted Resolution No. 23-12-138, thereby approving a renewal of the Agreement for one year. The Third Renewal of the Agreement extends the term through December 31, 2024.

Please sign and return one original letter to formalize RES' acceptance of the Third Renewal and payment schedule as provided above.

Sincerely,



Maria Bassett
Interim Village Manager

Enclosure: Resolution 23-12-138 with exhibits

cc: Peter Frezza, Village Environmental Resources Manager
Maria Bassett, Finance Director/Deputy Village Manager
Mary Swaney, Village Procurements & Grants Administrator
Jennifer Savaro, RES Project Scientist
Nadia Locke, RES Senior Associate

**I, Justin Freedman as General Manager, Florida of RES Florida Consulting, LLC approve the
Third Renewal Project Agreement for Water Quality and Benthic Vegetation Monitoring in
Village Canals for services through December 31, 2024.**



Signature

January 5, 2024

Date