

RESOLUTION NO. 25-12-132

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 2 WITH RES FLORIDA CONSULTING LLC FOR PROFESSIONAL SERVICES FOR WATER QUALITY AND BENTHIC VEGETATION MONITORING IN VILLAGE CANALS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 2; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO. 2; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), has committed to canal restoration efforts with the goal of improving water quality conditions within canals and nearshore waters as outlined in the Village's Canal Management Master Plan; and

WHEREAS, the Village has been monitoring water quality in Village canals and nearshore waters since 2015 to support state water quality compliance, wastewater assessment, and more recently canal restoration efforts; and

WHEREAS, the data collected with these monitoring efforts provides the critical information needed to evaluate these programs and plan for future restoration projects; and

WHEREAS, the Village is in need of an independent contractor to provide these necessary environmental services to complete the water quality and benthic vegetation monitoring in the Village's canals and nearshore waters (the "Project"); and

WHEREAS, the Village has a current Continuing Services Agreement ("CSA") with RES Florida Consulting LLC ("RES") for professional environmental and engineering services; and

WHEREAS, RES has proposed to perform these services as outlined in the Scope of Services within Exhibit "1" (the "Services") in an amount not to exceed Seventy-five Thousand Dollars

(\$75,000.00); and

WHEREAS, Village staff have identified the Wastewater Utility Fund as an appropriate funding source for the Project, including the Services and have included the expenditure in the FY 2025-2026 budget; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 2 with RES is in the best interest of the Village and its residents.

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 Work Authorization. The Village Council hereby approves Work Authorization No. 2 with RES for completion of the Canal Water Quality and Benthic Monitoring Project, as set forth in Exhibit "A" attached hereto.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 2.

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 Work Authorization No. 2.

Section 5. **Authorization of Work Authorization Execution.** The Village Manager is authorized to execute the Work Authorization with RES on behalf of the Village and to execute any extension and amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

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

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Motion to adopt by Anna Richards, seconded by Deb Gillis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton	Yes
Vice Mayor Sharon Mahoney	Yes
Council Member Steve Friedman	Yes
Council Member Deb Gillis	Yes
Council Member Anna Richards	Yes

PASSED AND ADOPTED THIS 9th DAY OF DECEMBER, 2025.

Signed by:

Don Horton

BEF83769824443B...

DON HORTON, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

008BA9A9B2704D5...

MARNE MCGRATH, VILLAGE CLERK

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

Signed by:

John J. Quick

362BFAA7FDDD417...

JOHN J. QUICK, VILLAGE ATTORNEY



PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

RES Florida Consulting, LLC

For

Work Authorization No. 2

**Environmental Support Services
Water Quality and Benthic Vegetation Monitoring in Village Canals**

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and RES Florida Consulting, LLC (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 8, 2025, pursuant to RFQ #25-01, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 2 for the CONSULTANT to complete Water Quality and Benthic Vegetation Monitoring in Village Canals (the "Project"), as more further described in Exhibit "1" attached hereto, in accordance with the terms and conditions of this Work Authorization No. 2.

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 Services' 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):

- *Confirmation of 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 includes a summary of field activities, dates of sampling events, sample location maps, data in tabular form, and discussion of results with comparison to historical values*
- *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 Islamorada Village Council.

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, 2027** 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 '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 Seventy-five Thousand Dollars **(\$75,000.00)** for the Project 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 or email 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 Fees/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>
<u>Nadia Locke</u>	<u>Project Manager</u>
<u>Megan Reising</u>	<u>Assistant Project Manager</u>
<u>Gayle Stone</u>	<u>Quality Assurance Manager</u>
<u>Lorreta Gebow</u>	<u>GIS & Data Management</u>
<u>Katherine Larsson</u>	<u>Field Assessment Lead</u>
<u>Jaclyn Levine</u>	<u>Field Assistant</u>

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. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. 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.

SECTION 10. MISCELLANEOUS

10.1 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. 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 Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

10.4 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Project Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Project Agreement.

10.5 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: __RES Florida Consulting,, LLC__ ("**Vendor**")

Vendor FEIN: 593667002

Address: 312 SE 17th Street, Suite 200

City: Fort Lauderdale State: FL Zip: 33316

Phone number: 954-484-8500 Email Address: nlocke@res.us

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.


As defined in Section 787.06(2)(a), coercion means:

- Using or threatening to use physical force against any person;
- Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
- Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Causing or threatening to cause financial harm to any person;
- Enticing or luring any person by fraud or deceit; or
- Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

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

By: 
Authorized Signature

Print Name and Title: Justin Freedman, General Manager

Date: November 18, 2025

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 General Manager, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: 

Ron Saunders, Village Manager

The 10th day of December, 2021.

AUTHENTICATION:



Marne McGrath, Village Clerk

(SEAL)

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



John Quick, Village Attorney

CONSULTANT

RES FLORIDA CONSULTING, LLC.

By: 

Print Name: Justin Freedman

Title: General Manager

The 18th day of November, 20 25

AUTHENTICATE:


Secretary

Samuel Burley
Print Name



WITNESS:



Print Name: Carol Hoppe Jarvis



Exhibit 1

312 SE 17th Street, Suite 200
Fort Lauderdale, FL 33316

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

November 12, 2025

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 6
Six Residential Canals
Islamorada, Monroe County, Florida
RES Proposal Number PRJ113602**

Dear Mr. Frezza:

RES Florida Consulting, LLC (RES) is pleased to submit this proposal to Islamorada, Village of Islands (the Village) to provide water quality and benthic monitoring for Year 6. Included, and incorporated as part of this proposal, is an outline of the background information, the scope of services, fee and schedule, and authorization procedures including the terms and conditions governing the project.

Background Information

RES' understanding of the project is based upon communication between you, Nadia Locke, and Megan Reising of our Fort Lauderdale office on November 6, 2025, and services 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 documented in Canals 120 and 145 and because there were 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. In the fourth year of monitoring, Canals 132 and 147 replaced Canals 118 and 155. In the fifth year, water quality monitoring occurred at Canals 114, 116, 132, 147, 152, and 157 with background samples collected 500m from each of the canal mouths and benthic monitoring of Canals 116, 147, and 152.

For Year 6, the Village requested a proposal to continue the water quality monitoring of Canals 114, 116, 132, 147, 152 and 157 and continued benthic monitoring of Canals 116, 147 and 152. This proposal is provided in response to this request.

Proposed Scope of Services

RES will conduct benthic and water quality monitoring twice in 2026: 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 116, 147 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 March 2024 and expires January 31, 2026. This permit authorizes research in nearshore waters of Islamorada. RES will obtain a permit extension or a new permit for the 2026 year monitoring events.



Task 1: 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 canal. At each of these fixed stations, there is to be a 'bottom' and a 'surface' sample. Bottom samples are to be collected at a depth of one to three feet above the bottom and surface 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). Because 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 (μS/cm), temperature (°C), dissolved oxygen (mg/l & % saturation), pH and turbidity (NTU).

Laboratory samples will be placed in laboratory-supplied containers. A state-accredited laboratory will analyze the water quality samples for the following parameters.

Laboratory Analytical Parameters	
Parameter Analyzed	Test Method
Ammonium (NH ₄)	EPA350.1
Chlorophyll-a (CHL-a)	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

Task 2: Benthic Monitoring

RES will conduct benthic monitoring in Canals 116, 147 and 152. During each seasonal sampling event, five sampling sites evenly distributed from the canal mouth to the rear of the canal will be surveyed for benthic plants and animals. At each of these sites, three 0.25 m² quadrats will be haphazardly placed on the sediment and species of plants, macroalgae and animals will be recorded. Sediment classification will include general type and depth. Density of seagrass, algae and benthic animal species will be measured using a modified Braun-Blanquet scale. Monitoring will be conducted 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.

Task 3: Reporting

Following each semi-annual monitoring event, RES will provide a deliverable which documents the results of the monitoring event. Reporting will include a summary of field activities, dates of sampling events, sample location maps, data in tabular form, and discussion of results with comparison to historical values. RES will also provide excel databases of compiled data sets as requested.

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.

Fees

RES will issue invoices for the following lump sum fee of \$75,000 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

Schedule

The project will commence after the agreement is executed. One field event is to be conducted in the wet season (September-October) and one in the dry season (March-April). Field work is to be scheduled and completed at RES' convenience. During each semi-annual sampling event the Village's project manager will be notified prior to field activities and when completed.

Authorization

If the Village wishes to proceed with the canal monitoring as outlined herein, please issue an agreement or work order as authorization to proceed.

We appreciate the opportunity to offer our professional services on this project. If you have any questions or comments concerning this proposal, please do not hesitate to contact us at the emails or phone numbers below.

Sincerely,

RES Florida Consulting, LLC

Megan Reising
Scientist IV
mreising@res.us | 954-484-8500

Nadia Locke, PE, LEED AP
Florida Advisory Services Manager
nlocke@res.us | 954-484-8500