

**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR SUPPORT OF NAVARRE BEACH MARINE SCIENCE STATION**

This Independent Contractor Agreement (this "Agreement"), dated September 14, 2019 is between **The Santa Rosa County School District, Milton, FL ("SRCSD") and Marine Wildlife Response ("MWR"), Mary Esther, Florida** (the "Contractor") to participate in the project entitled: **"Empowering Students to Take Action: Aquatic Care Team (ACT)"** with funding provided to the SRCSD through the NOAA B-Wet grant award NA19NMF0080031. The project is conducted and directed by SRCSD staff at the Navarre Beach Marine Science Station (NBMSS).

Qualifications: Steve Shippee is the principle investigator at Marine Wildlife Response (MWR), which was established in 2014 as a consulting service in support of grant sponsored research projects in Northwest Florida. MWR's interests include water quality and habitat monitoring, conservation practices for recreational fishing, reducing marine animal entanglement, and participation in marine mammal stranding response. Dr. Shippee earned his BS degree in marine biology through Univ. West Florida, and PhD in Conservation Biology from Univ. Central Florida. He participated with the Choctawhatchee Basin Alliance and Florida Lakewatch conducting water quality monitoring in the Destin, FL region from 2008-2014. In addition, he is an adjunct instructor in the Biology Department at Pensacola State College and has instructed college-level biology labs at Pensacola State and at the University of Central Florida.

The parties agree to the following:

## **1.0 DUTIES**

### **1.1 Duties of Contractor**

Contractor will perform the following services on behalf of SRCSD (the "Services"):

1. Dr. Shippee (MWR) will serve as the SRCSD Science Advisor in accordance with the NOAA Grant Award for the ACT project.
2. MWR will provide biweekly instruction and expertise; Dr. Shippee will dedicate a minimum of 320 hours during a 12-month period from Sept 25, 2019 to Sept 24, 2020.
3. MWR will provide equipment as needed, and office support for documentation and reports.
4. Students will accomplish field sampling of water quality assisted by guidance of MWR. Sampling is accomplished by lowering probes and collecting containers by hand. Transportation to sampling sites is provided by individual students or by NBMSS and is not the responsibility of the contractor.
5. Six specific sites in the vicinity of NBMSS are included for field sampling. These sites will be tested on a twice-monthly schedule for 9 months.
6. Students may conduct hands-on testing of the water samples at the NBMSS lab, with guidance from the contractor and program instructors. User-friendly field kits for drop titration and microscopes for visual analysis will be provided by NBMSS.
7. Students may conduct microplastic analysis on samples collected at the sites in SRS. The contractor will provide instructional expertise as necessary to facilitate student projects on microplastics.

8. Task completion dates are tentative: water sampling will occur from Sep 2019 to June 2020 (9 months). The contractor will continue with guidance to students for participation in the UWF symposium in April 2020, and with outreach events during the late spring / early summer 2020. Contractor will assist with project reports and evaluations that will be completed and submitted to NOAA during summer 2020.
9. Contractor will ensure compliance with laws, regulations, policies and/ or guidelines applicable to or promulgated by SRCSD.
10. Contractor will promote human and public safety by taking precautions against injury or disease to network personnel, volunteers, and the general public when working with live or dead marine mammals.
11. Contractor will provide accurate and honest information in all reports to NOAA.

### **1.2 Time to be Devoted to Performance of Services**

Unless terminated according to the terms contained herein, the term of this Agreement shall commence on **9/25/2019** and shall end on **09/24/2020**. Contractor will work diligently and use Contractor's best efforts in the performance of in consideration for the compensation set forth herein.

### **1.3 General**

MWR is an independent contractor and not an employee of SRCSD. Contractor represents and warrants to SRCSD that:

- 1) Contractor maintains a separate office with its own equipment, materials, and utilities;
- 2) Federal Identification Number: MWR's federal identification number is 26-0567154;
- 3) Contractor controls the means of performing the services or work, which it performs on behalf of SRCSD, and is paid a specific amount of money for specific services or work as described under this agreement.
- 4) Contractor is responsible for the payment of all expenses related to the services or work that it performs on behalf of SRCSD.
- 5) Contractor is responsible for completing the work or services under this Agreement in a professional and workmanlike manner. Contractor is responsible for completing the work and is liable for any failure to complete the work, as hereinafter provided:
  - a. Contractor retains the sole right to control and direct the manner in which the Services are performed and to determine the individuals who will perform the Services on its behalf. Notwithstanding the foregoing, SRCSD retains the right to inspect the Services, stop work, prescribe alterations, and monitor Contractor's performance to ensure that the Services are performed in accordance and consistent with the following:
    - (1) Contractor acknowledges that SRCSD's primary business is the operation of an education program and that one of SRCSD's primary concerns is the safety of the people at SRCSD, including students, employees and visitors.
    - (2) Contractor further acknowledges that SRCSD strives to maintain the good will of its patrons and the public in general and further agrees that Contractor will do nothing that will have an adverse impact on SRCSD's mission, its mission, its employees, or endanger the public in any way.

- b. Contractor represents and warrants that it will perform all Services under this Agreement in accordance with standard industry practices applicable to such Services, and in accordance with all applicable laws and regulations.
- c. Contractor hereby gives permission to SRCSD, its agents, successors, and assigns, to use Contractor's and Contractor's Representative's images (still photo, audio, or video recordings) of any performance of Services for SRCSD in conjunction with any SRCSD production, advertisement, promotion, or for other similar purposes.
- d. Contractor hereby assigns all rights, title, interest, copyright, and any renewal rights to SRCSD for any work produced or created by the Contractor in performance of services relative to the NOAA B-Wet Project.
- e. MWR is an equal opportunity employer and abides by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), and these laws are incorporated by reference. These laws prohibit discrimination against individuals based on their status as protected veterans, individuals with disabilities, or based on race, color, religion, sex, or national origin.

## **2.0 COMPENSATION**

### **2.1 Contractor Fees**

In consideration of performance of the Services, the Contractor shall submit an invoice of their expenses at least quarterly, but no more than monthly, and shall reference NOAA Award NA19NMF0080031. Payments will be made upon receipt of properly completed and authenticated invoices as provided in Paragraph 3 below. Total compensation for full performance of the Services shall not exceed **\$12,268** for actual and allowable costs, as shown in the Project Budget, regardless of the actual expenditures of time or money made by Contractor in performing the Services. If SRCSD requests additional services not contemplated or described herein, Contractor shall inform SRCSD of the cost to complete such services and receive written direction thereafter from SRCSD to complete such services in order to receive compensation. Payment will be made only if funds for these expenses are received by SRCSD from NOAA Grant Award NA19NMF0080031.

### **2.2 Supplies and Equipment**

Contractor shall utilize in a professional manner the equipment, supplies, and facilities necessary for completion of the work that are supplied by SRCSD expressly for this purpose. This includes SRCSD owned vehicles, tools, materials, and laboratory facilities. In addition, Contractor shall provide, at Contractor's cost and expense to be reimbursed, supplies and equipment for performing the Services that are determined to be unavailable through SRCSD, except for those considered to be unallowable and not reimbursable under the NFWF grant award.

### **2.3. Expenses**

Contractor will be solely responsible for the payment of all expenses incurred by Contractor in performing the Services, unless otherwise specifically agreed to by the parties in writing.

### **2.4. Restrictions on Use of Funds**

No Funds provided by NOAA pursuant to the grant agreement may be used to support

overhead/ indirect costs, litigation expenses, lobbying activities, terrorist activities, or activities in violation of the Foreign Corrupt Practices Act.

### **3.0 INVOICE SUBMISSION**

In order to receive payment pursuant to Paragraph 2.1 above, Contractor shall submit a detailed, itemized, and signed invoice on at least a quarterly basis. Such invoices shall, at a minimum, list: (a) the date(s) the Services were performed, (b) time spent in completing the Services and c) a description of the specific Services performed (see Attachment A). All invoices for payment under this Agreement will be submitted no later than thirty (30) days following the period in which the Services billed were performed.

### **4.0 TERMINATION OF AGREEMENT**

#### **4.1. Automatic Termination**

This Agreement and the parties' obligations hereunder shall terminate upon Contractor's satisfactory completion of the Services and receipt of payment for such Services or on the expiration date set forth in Paragraph 1.2, whichever is earlier.

#### **4.2. Termination by Notice**

SRCS D may terminate this Agreement at any time, with or without cause, by providing Contractor with written notice of termination. For termination without cause, SRCS D shall deliver written notice to Contractor at least fifteen (15) days prior to the effective date of such termination and SRCS D shall pay Contractor all monies due under this Agreement for services rendered up to the date of termination. If Contractor fails to perform any Services or fails to perform Services in a timely and/or satisfactory manner, as reasonably determined by SRCS D, SRCS D may terminate this Agreement effective upon written notice. In the event of a termination pursuant to this Paragraph 4.2, with or without cause, the obligations of both parties under this Agreement shall terminate (unless expressly stated otherwise); provided, Contractor shall be obligated to return to SRCS D any prepayment amounts delivered to Contractor that are applicable to time periods after the termination date.

### **5.0 RELATIONSHIP OF PARTIES**

SRCS D and Contractor agree that Contractor is retained and shall act at all times as an independent contractor and is not an employee of SRCS D. Nothing in this Agreement is intended, nor shall be construed to create or constitute, an employment, joint venture, or other relationship between SRCS D and Contractor. Accordingly, Contractor shall be responsible for payment of all taxes, licenses, fees, and/or any required legal reporting arising out of Contractor's activities and receipt of fees pursuant to this Agreement, including but not limited to federal and state income tax, Social Security tax, unemployment insurance taxes, workers' compensation insurance, and other taxes, business license fees, and/or reporting as required.

## **6.0 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY**

### **6.1 Confidential Information**

Contractor agrees to safeguard and maintain the confidentiality of all Confidential Information to which the Contractor or Contractor's employees or subcontractors have access to or receive during or after the termination of its relationship with SRCSD and to take steps to notify its employees or subcontractors of their obligations regarding confidentiality and obligations for protection of confidential data. Contractor agrees to defend, indemnify and hold harmless SRCSD from and against any costs, losses, claims, suits, proceedings, damages or liabilities to which it may be or become subject (including, without limitation, reimbursement for any legal or other expenses incurred by SRCSD in connection with the investigation and defense of any such costs, losses, claims, suits, proceedings, damages or liabilities) that arise out of or are based upon or relate to Contractor's negligent, intentional or unintentional use, misuse or authorized or unauthorized disclosure of any Confidential Information.

### **6.2 Intellectual Property**

It is expressly understood that any intellectual property rights, information or data to which Contractor is given access or which is made available to Contractor by SRCSD in Contractor's performance under this Agreement remains the sole and exclusive property of SRCSD, and, if requested by SRCSD, shall be assigned to SRCSD by Contractor.

MWR reserves the ownership for any intellectual property developed as part of the compensated performance of this Contract by its staff. SRCSD is granted a royalty-free non-exclusive license to use and distribute reports furnished by contractor (the "Work Product") without modification. MWR ownership of copyright shall be properly attributed. SRCSD may not grant others the right to use the Work Product or underlying information and data without written permission from the contractor. MWR reserves the right to publish articles, monographs and other scholarly publications based on this work in its chosen form.

## **7.0 TRANSFER AND ASSIGNMENT**

The parties hereto acknowledge that the rendering of the Services is not appropriate for transfer or assignment, and thus Contractor may not sell, assign, transfer, or otherwise encumber its rights, duties or obligations imposed under this Agreement without the prior written consent of SRCSD. Contractor may not assign or transfer its right to receive compensation due hereunder separate or apart from its obligations to complete the Services.

## **8.0 INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold SRCSD, including the respective directors, officers, agents, employees affiliates, harmless against any claims, losses, liabilities or costs (including, without limitation, reasonable legal fees and expenses) arising out of this Agreement or based upon Contractor's or any of Contractor's representative's performance of the Services, including but not limited to any claims, losses, liabilities or costs whatsoever by any Contractor representative, or by any other individual based on any act by Contractor or any Contractor representative.

In any and all claims against SRCSD, including their respective directors, officers, agents, employees affiliates, by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this Section 8.0 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **9.0 INSURANCE**

Contractor agrees that it will not allow any employee, subcontractor, consultant or other agent of Contractor to come onto SRCSD's property in order to work on the property without first ensuring that such person(s) is covered by the same minimum limits as outlined below. Contractor shall carry at its sole expense, during the term of this Agreement, the minimum insurance coverage set forth below. All insurance policies shall be issued by a carrier with a current A.M. Best Company rating of at least A: VII and satisfactory to SRCSD:

- Commercial General Liability
  - Each occurrence \$1,000,000
  - General Aggregate \$1,000,000
- Worker's Compensation as required by applicable State Law
- Automobile Liability insurance, including bodily injury and property damage coverage as required by State of Florida for combined single limit on vehicles owned or hired by Contractor.

Contractor agrees to furnish to SRCSD insurance certificates(s) reflecting Contractor's compliance with the requirements of this Article.

The insurance described herein shall remain in effect for all of the respective insured's, including additional insured's, following any termination of this Agreement with respect to any occurrence, act or omission that occurred or may have occurred at any time prior to such termination. Any obligations of indemnification, insurance and confidentiality shall survive the termination of this Agreement.

## **10.0 NOTICES**

All notices, requests, demands and other communications hereunder ("Notices"), whether or not so stated in the provisions of this Agreement, must be in writing and addressed as follows:

To Contractor: Marine Wildlife Response  
Attn: Dr. Steve F. Shippee  
Marine Wildlife Response  
1557 W Hwy 98  
Mary Esther, FL 32569  
(850) 516-7934

To SRCSD: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Notice required herein shall be deemed to be given or made only if sent by hand or nationally recognized courier service, with delivery evidenced by a written receipt, or by certified or registered mail, return receipt requested and postage and registry fees prepaid. A Notice sent by certified or registered mail shall be deemed to be given on the 3<sup>rd</sup> business day after mailing. All other Notices shall be deemed given when received.

#### **11.0 GOVERNING LAW**

The provisions of this Agreement shall be construed in accordance with the law of the State of Florida, without regard to the laws or conflict of law rules of any other jurisdiction where Contractor may reside or perform the Services or where any violation of this Agreement occurs. Any suit, action, or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in Santa Rosa County, Florida, and SRCSD and Contractor hereunder submit to personal jurisdiction in the State of Florida and to venue in such courts.

#### **12.0 SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This agreement supersedes and shall control over any other agreement(s) between the partners.

#### **13.0 TIME OF ESSENCE**

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

#### **14.0 COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement.

#### **15.0 DEBARMENT AND SUSPENSION**

Contractor agrees it will comply with the requirements concerning Debarment and Suspension as outlined in Appendix II to 2 CFR Part 200.

**[Signatures appear on next page]**

## SIGNATURES

IN WITNESS WHEREOF, the parties have executed this grant agreement, intending to be bound legally.

Santa Rosa County School District:

By: 

Title: Purchasing Agent II

Contractor: Marine Wildlife Response

By: Steve Shippes

Title: Manager



**ATTACHMENT A**

**INVOICE**

TO: Santa Rosa County School District  
Attn: Accounts Payable

\_\_\_\_\_  
\_\_\_\_\_

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

Regarding NOAA Award NA19NMF0080031

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Date Service(s) Provided and Total Number of Hours:

<u>DATE</u>	<u>HOURS</u>	<u>WORK PERFORMED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL: \_\_\_\_\_ hours at \$ \_\_\_\_\_ per hour  
= \$ \_\_\_\_\_

<u>DATE</u>	<u>EXPENSE</u>	<u>JUSTIFICATION</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Presented By: \_\_\_\_\_

Approved By: \_\_\_\_\_  
Authorized Department Head