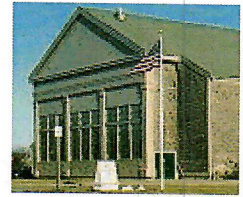




Nantucket Public Schools Nantucket, Massachusetts



AGREEMENT BETWEEN NANTUCKET PUBLIC SCHOOLS & GREEN TOXICOLOGY LLC

This AGREEMENT, effective September 9, 2021, made by and between the Nantucket Public Schools acting through the Nantucket School Committee and Green Toxicology LLC, 315 Beach Avenue, Hull, MA 02045 (hereinafter, the "CONTRACTOR").

A. Whereas, the SCHOOL COMMITTEE desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the SCHOOL COMMITTEE in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The SCHOOL COMMITTEE hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the SCHOOL COMMITTEE hereunder shall be the property of the SCHOOL COMMITTEE and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the SCHOOL COMMITTEE.

2. The term of this Agreement will commence on September 9, 2021, and terminate on June 30, 2022, or when the performance of the Services has been completed in a manner reasonably satisfactory to the COMMITTEE. The SCHOOL COMMITTEE shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the SCHOOL COMMITTEE, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with SCHOOL COMMITTEE personnel as appropriate.

4. The SCHOOL COMMITTEE will pay the CONTRACTOR subject to its receipt of itemized invoices as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the SCHOOL COMMITTEE shall not be obligated to pay the CONTRACTOR any amount of

fees or expense in excess of \$20,000.00 without the express prior written approval of the NANTUCKET SCHOOL COMMITTEE.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the SCHOOL COMMITTEE NOR TOWN OF NANTUCKET. The CONTRACTOR shall not be entitled to any employment fringe benefits to which SCHOOL COMMITTEE OR TOWN employees are entitled.

6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the NANTUCKET SCHOOL COMMITTEE, NANTUCKET PUBLIC SCHOOLS, TOWN OF NANTUCKET and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the SCHOOL COMMITTEE, ETAL or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such polices of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the NANTUCKET SCHOOL COMMITTEE and NANTUCKET PUBLIC SCHOOLS, 10 Surfside Road, Nantucket, MA 02554 and TOWN OF NANTUCKET, 16 Broad Street, Nantucket, MA 02554, as additional insureds thereunder.

IN WITNESS THEREOF:

CONTRACTOR

Laura Green

Laura C. Green
President

for NANTUCKET PUBLIC SCHOOLS:

Elizabeth Hallett

Elizabeth Hallett, Ed.D., Superintendent of Schools

DATE: September 9, 2021

DATE: 9/10/21

FEIN: 47-4483083

Department Org./Obj. Code: 35312-90436 - \$18,059.61
35312-92128 - \$1,940.39

As to the Availability of Funds:

Martin Anguelov

Martin Anguelov, Finance Director

9.10.2021
Date

EXHIBIT A

1. Description of Services:

Memorandum

To: Diane O'Neil, Director of Facilities & Grounds
Nantucket Public Schools



From: Laura C. Green, Ph.D., D.A.B.T.

Date: September 8, 2021

Re: Proposal to assist you and your team on issues surrounding synthetic turf and public health.

Pursuant to this afternoon's Zoom conversation, I propose to assist you and your team by addressing issues surrounding synthetic turf and environmental & public health.

As we discussed, the foci of my work with you are likely to be:

1. perfluorinated alkyl substances (PFAS),
2. possibly other chemicals/constituents of the turf-system,
3. protection of the quality of Nantucket's drinking water aquifer,
4. the "recyclability" of the turf-system at the end of its useful life, and, potentially,
5. effects of heat from synthetic fields (as opposed to natural grass fields) on players' health and well-being.

My work will likely involve preparing for and participating in meetings, some via Zoom and some in person (on Nantucket); preparing for and participating in other discussions/interactions with interested parties; and related activities, at your request.

I propose a not-to-exceed initial budget of \$20K.

My office bills monthly, on a time-and-materials basis, with expenses billed at cost. My hourly rate (and that of my partner, Edmund A. C. Crouch) is \$295.

My c.v. is available here: <https://greentoxicology.com/resume/LauraGreenCV.pdf>

Please let me know if you'd like additional information.

Many thanks for this opportunity to collaborate with you!

2. Other payment terms: 100% payment upon completion of work, submission of CONTRACTOR'S invoice and approval of invoice by the SCHOOL COMMITTEE.
3. Insurance Required (if any):
 - (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
 - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
 - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
 - (d) Errors and Omissions Insurance of not less than \$1 million per claim.
 - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.

EXHIBIT B

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Employer Identification Number

_____/_____
Signed: _____ Date: _____

By: _____
(Name & Corporate Title of Officer signing)