

GOVERNMENT OF THE U.S. VIRGIN ISLANDS
DEPARTMENT OF PLANNING AND NATURAL RESOURCES



**SUPPLEMENTAL CONDITIONS OF PARTICIPATION IN THE PORT SAMPLER
PROGRAM AS AN INDEPENDENT CONTRACTOR- *ST. THOMAS DISTRICT***

This agreement is made between the Government of the U.S. Virgin Islands Department of Planning and Natural Resources ("DPNR") and _____ Kaliegh Schlender _____, ("Port Sampler") on this 10th day of January, 2022, and shall end on the 31st day of December, 2022.

All parties agree to the following terms and conditions for participation in the Port Samplers Program:

1. Port Sampler is hired by the Department of Planning and Natural Resources ("DPNR") on a per diem, as needed, basis only.
2. Port Sampler is compensated at **\$15.50 per hour**. Port Sampler shall be responsible for the payment of all applicable federal and local taxes associated with the per diem employment.
 - a. Port Sampler status as an independent contractor does not qualify to receive any Government employment fringe benefits or overtime compensation.
 - b. Initial compensation may take up to six (6) weeks for processing.
 - c. The Port Sampler will be paid for services performed on behalf of DPNR. Compensation shall be on a bi-weekly basis and payable within 30 days.
3. The Port Sampler's scheduled hours are as needed and shall not exceed **79 hours** bi-weekly. Hours of work may include weekends and holidays at the same rate of pay designated in paragraph 2 above. To verify time worked, the Port Sampler will either sign a time card and/or time sheet or punch a time clock at the site assigned to work, which may include but not limited to the **Gustav Quetel Fish Market, Red Hook, and the piers and ports of St. Thomas and St. John.**
4. The term of this agreement shall be for **twelve (12) months** unless extended by mutual agreement of all parties. **DPNR may terminate this agreement in its sole discretion, within two days' notice.**

5. The Port Sampler will provide his/her own transportation to and from the site designated by DPNR. Mileage shall be reimbursed at a rate of \$0.50 cents per logged mile as per stipulations of the federal funding.
6. DPNR will provide three (3) uniform shirts which are required to be worn during work hours. If the Port Sampler does not complete the terms of this agreement indicated in paragraph 4, the Port Sampler will be responsible to return said shirts to DPNR or reimburse DPNR for the cost of the shirts, which may be deducted from the Port Sampler's last paycheck.
7. The Port Sampler shall dress professionally and wear shoes that can get wet and dirty. Accessories, such as jewelry, should be minimal. Port Samplers' uniform shirts should only be worn while working the scheduled shift. Under no circumstances should the shirt be worn while working at any other establishment.
8. The Port Sampler may be terminated by DPNR with or without cause upon two days' notice.
9. Upon termination or completion of the term of participation in the Port Sampler's program, the Port Sampler shall return all government property, including but not limited to, keys, computers and all identification badges issued from the National Oceanic and Atmospheric Administration and the Government of the Virgin Islands. The Port Sampler will not receive the last paycheck until all government property is returned.
10. The Port Sampler acknowledges that:
 - a. He/she is over the age of 18 years old;
 - b. He/she will not drink any alcoholic beverages while working on behalf of DPNR.
 - c. Participation in the program is at the discretion under the direction and supervision of the Director of the DPNR Division of Fish and Wildlife.
11. The Port Sampler will limit use of cellular telephones during the hours of work, including but not limited to a Bluetooth or any other device, wireless or otherwise which is considered a communication tool.
12. Port Samplers may **NOT** accept tips or any other financial compensation while working.
13. As a condition to participating in this program, DPNR will provide training prior to beginning work. Attendance at the training is mandatory. Port Samplers shall attend any additional training as required by or provided by DPNR.
14. In addition to this agreement, the Port Sampler will sign the general release of claims under contract which is attached as Addendum I.
15. DPNR may modify or amend this agreement in writing by providing the Port Sampler at least seven (7) days' notice.

16. This Agreement contains all the terms and conditions of the Port Sampler's participation in the Department of DPNR Port Samplers program, subject to paragraph 15 above.

17. The parties acknowledge and agree that this agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

18. Agreement may be renewed for one (1) additional year period after the initial Agreement period upon the same terms and conditions contained herein. The Agreement renewal is at the Department's initiative. The decision to exercise the option to renew should be made no later than two (2) days prior to the Agreement's expiration.

In witness whereof, the parties have hereto set their signatures on the day written below, thereby executing the aforementioned.

Witnesses:

Government of the Virgin Islands

Magdalen A. Francis

Anthony D. Thomas

Date: 4/7/2022

Anthony D. Thomas
Commissioner, Department of Property and Procurement

Keith Richards 3/1/22

J. Oriol

Date: 01-Mar-2022

Jean-Pierre L. Oriol
Commissioner, Department of Planning and Natural Resources

Independent Contractor

Margie Motiani 3/25/22

Kaliegh Schlender
Kaliegh Schlender, Port Sampler

Date: 3/25/2022

ADDENDUM I

RELEASE OF CLAIMS UNDER CONTRACT

WHEREAS, the terms of a contract dated 11/10/2022, entered into by the Government of the Virgin Islands, represented by Property & Procurement Contracting Officer, and Kalieg Schender a contractor existing under the laws of the U.S. Virgin Islands working for the Department of Planning and Natural Resources states that: "Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified invoice therefore, after the contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other such claims, if any, as may be specifically excepted by the contractor from the operation of the release in stated amounts to be set forth therein,"

NOW, THEREFORE, in consideration of the premises and the payment by the Government of the Virgin Islands to the contractor of the amount due under the contract the contractor hereby remises, releases, and forever discharges the Government from all manner of debts, dues, sum or sums of money, accounts, claims, and demands whatsoever, in law and in equity, under or by virtue of the said contract and warrants good title to all materials, supplies and equipment installed or incorporated at the Department of Planning and Natural Resources and all work delivered in the premises, together with all improvements and appurtenances constructed thereon by themselves to the Government of the Virgin Islands free of any claims, liens, or charges; further, that neither it nor any person, firm or corporation furnishing any material or labor for any work covered by this contract has any unpaid expenses or wages for such material or labor nor has any right to a lien upon the premises or any improvements or appurtenances thereon.

I, Kalieg Schender, certify that I am the named as contractor herein; that as I sign this release on behalf of the myself, that said release was duly signed for and on behalf of myself by authority of myself.

Kalieg Schender

IN WITNESS WHEREOF, the hand and seal of the contractor have been hereunto set this 25 day of MARCH, 2022

By CLIFFORD C. CHARLESWELL

(seal)

Sworn to before me this date 3/25/2022

Clifford C. Charleswell
Notary

NOTARY PUBLIC
Name: Clifford C. Charleswell
My Commission Exp.. June 25, 2025
NP Commission #: NP-436-21
St Thomas/St. John, USVI District