

## PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT made as of the 12 day of February, 2025, in the Territory of the United States Virgin Islands, by and between **DAVID L. HORNE, LLC**, having its principal place of business at 4308 Brandywine Street Northwest, Washington, D.C. 20016 (hereinafter the "**Contractor**") and the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, having its principal place of business at 3202 Demarara Plaza, Suite 200, St. Thomas, U.S. Virgin Islands 00802 (hereinafter the "Authority" or "**VIHFA**"). Each party may be referred to in the singular as "Party" and collectively as the "Parties".

### WITNESSETH

**WHEREAS**, the Authority is in need of the services of a Contractor to do outreach to members of Congress and their staff /regarding the VIHFA's efforts to implement plans and disburse federal monies to fulfill its mission of funding affordable, safe and sustainable housing and communities throughout its jurisdiction and to do outreach to executive agencies including but not limited to the Department of Housing and Urban Development ("**HUD**"), the Department of Treasury and the Federal Emergency Management Agency ("**FEMA**"); and

**WHEREAS**, the VIHFA solicited bids from contractors to do the outreach; and

**WHEREAS**, bids were received from multiple contractors; and

**WHEREAS**, the Executive Director approved a justification letter dated October 25, 2025 from the VIHFA's Expeditor/Buyer through the Procurement and Contracting Manager to select the Contractor to do the outreach; and

**WHEREAS**, the Contractor's proposal is attached as **Addendum 1**; and

**WHEREAS**, the Authority desires to engage the services of the Contractor to provide the necessary services; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services described in **Addendum 1**.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this Contract, the parties hereto do covenant and agree as follows:

**1. SCOPE OF WORK:** The Contractor will provide the services described in **Addendum 1** attached hereto. Contractor agrees to furnish all labor, equipment, materials and services necessary

to perform and complete the work.

**2. TERM:** The term of this Contract is six (6) months.

**3. EFFECTIVE DATE:** This contract is effective on February 14, 2025.

**4. COMPENSATION:** The Authority, in consideration of the satisfactory performance of the services described **Addendum 1** attached hereto, shall pay the Contractor: **Forty-Two Thousand Dollars (\$42,000) to be paid in equal monthly installments of Seven Thousand Dollars (\$7,000.00).**

4.1 The VIHFA shall pay the Contractor within four (4) weeks of the Authority's receipt and approval of Contractor's invoice(s).

**5. CONTRACTOR'S REPRESENTATIONS:** The Contractor warrants that it is fully informed regarding all the conditions affecting the work to be performed including labor and materials to be furnished for the completion of the Contract. The Contractor represents that it is fully equipped, competent, and capable of performing the work and is available to perform such work.

The Contractor further represents that it shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the United States Virgin Islands and that it will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor in the United States Virgin Islands.

**6. REPRESENTATIONS, WARRANTIES, AND COVENANTS BY CONTRACTOR:** The Contractor covenants, warrants and covenants that:

(a) It is duly organized and existing and authorized, qualified, and licensed to do business in the United States Virgin Islands.

(b) It will, during the term of this Contract, remain in good standing and qualified to do business under the laws of the Territory, including maintenance at all times of a valid V.I. business license, and will not cease doing business, dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it without the prior written consent of the Authority.

(c) It has the power to execute, deliver and perform, and to enter into the transactions contemplated by this Contract, and has duly authorized the execution, delivery and performance of this Contract.

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VIHFA Initials [Signature]

(d) The execution and delivery of this Contract, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Contract do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of any legal restrictions or any Contract or instrument to which Contractor is now a party or by which it is bound or constitute a default under any of the foregoing.

(e) No information, statement, or report furnished in writing by the Contractor in connection with the negotiation of, or performance under, this Agreement and the consummation of the transactions contemplated hereby, contains any material misstatement of fact or omits to state a material fact that would make the information, statement or report misleading.

(f) It has obtained all applicable licenses or permits, temporary or otherwise, as required by Title 27 of the Virgin Islands Code; and has familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

**7. INSURANCE:** The Contractor shall maintain Professional Liability Insurance, in a form acceptable to the **VIHFA**, on a "per occurrence" basis with a minimum limit of not less than **One Hundred Thousand Dollars (\$100,000.00)**. The insurance policy shall name the VIHFA as Certificate Holder and an "Additional Insured" via an endorsement as follows:

Virgin Islands Housing Finance Authority  
3202 Demarara Plaza, Suite 200  
St. Thomas, U. S. Virgin Islands 00820

Additionally, Contractor shall provide the VIHFA with a copy of Contractor's current liability insurance policy.

**8. WORKERS' COMPENSATION INSURANCE:** Contractor shall obtain and maintain Workers' Compensation Insurance coverage for the term of this Contract and provide the VIHFA with a copy of Contractor's Workers' Compensation Insurance Certificate.

**9. HOLD HARMLESS:** The Contractor shall agree to defend, indemnify and hold, the Authority, harmless from and against any and all loss, damage, penalties, fines, liabilities, claims, demands, detriments, cost, charges, expenses (including attorneys' fees) and causes of action of whatsoever character which the Authority may incur, sustain, or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of the Authority.

**10. SUPERVISION OF WORKERS:** Contractor's authorized representatives shall supervise all of its employees, subcontractors, and authorized representatives. All workers must be competent and

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skilled in their work.

**11. INDEPENDENT CONTRACTOR:** The Contractor shall perform this Contract as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

**12. USE OF SUBCONTRACTORS:** Contractor shall be responsible for all deliverables specified in **Addendum 1**. This general requirement notwithstanding, Contractor may enter into subcontractor arrangements, including but not limited to Fennel Consulting. However, Contractor agrees that it has total responsibility for the entire Contract. The documentation required of the Contractor is also required for any subcontractor. The Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the Contractor and VIHFA. The Contractor shall not contract with any other party for any of the services herein contracted without the express written approval of the VIHFA. The Contractor shall be responsible for fulfillment of all terms of contract, timing, and payments to subcontractors regardless of funding provided by the VIHFA.

**13. LIABILITY OF OTHERS:** Nothing in this Contract shall be construed to impose any liability upon the Authority to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Authority liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor its servants, agents, or independent contractors.

**14. FORCE MAJEURE:** Neither party to this Contract shall be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of their reasonable control.

**15. ASSIGNMENT:** The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Authority.

**16. WAIVERS AND AMENDMENTS:** No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity, the nature and extent of such waiver, modification, or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, condition, or provisions of this Contract, but the same shall be strictly limited, and restricted to the extent and occasion specified

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in such signed writing or writings.

**17. RIGHT TO WITHHOLD:** If work under this Contract is not performed in accordance with the terms hereof, the Authority will have the right to withhold, out of any payment due to Contractor, such sums as the Authority may deem ample to protect it against loss or to assure payment of claims arising therefrom, and at its option, the Authority may apply such sums in such manner as the Authority may deem proper to secure itself or to satisfy such claims. The Authority will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

**18. TERMINATION:** Either party may terminate the parties' contract with or without cause with **Thirty (30) calendar days** written notice to the other party before the effective date of such termination. The VIHFA may, by written notice, terminate the Contractor's services, in whole or in part, for failure of the Contractor to perform its obligations under the parties' contract. In such event, the Contractor shall be liable for damages as authorized by law. In addition, the VIHFA reserves the right to modify and/or terminate the contract if the Contractor fails to perform in a manner consistent with the terms of the contract. The VIHFA also reserves the right to modify and/or terminate the contract if funding becomes unavailable.

**19. PARTIAL TERMINATION:** The performance of work under this Contract may be terminated by the Authority in part whenever the Authority shall deem such termination advisable. This partial termination shall be affected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties of this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) calendar days notice.

**20. FALSE CLAIMS:**

(1) The Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against VIHFA. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under the Virgin Islands law.

(2) The Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. The Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. The Contractor acknowledges that making such false, fictitious, or fraudulent claim is a federal offense.

**21. CONFLICT OF INTEREST:** The Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Contract.

**22. WARRANTY OF NON-SOLICITATION:** The Contractor expressly warrants that it has not employed any person to solicit or obtain this contract on its behalf, or cause or procure the same to

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be obtained upon compensation in any manner, contingent, in whole or in part, upon such procurement, and that it has not paid, or promised or agreed to pay to any person, in consideration

of such procurement, or in compensation for services in connection hereunder; and that it has not, in estimating the contract price demand, included any sum by reason of such brokerage, commission or percentage, and that all monies payable to it hereunder are free from obligation to any other person for services rendered, supposed to have been rendered, in the procurement of this contract. Breach of this warranty shall give VIHFA the right to terminate this Contract or, in its discretion, to deduct from the Contract Cost or consideration the amount of such commission, percentage, brokerage or contingent fees.

**23. RECORDS:** Contractor shall maintain documented, precise records of time and/or monies expended under this Contract for a minimum period of seven (7) years following the completion of the Project.

**24. NON-DISCRIMINATION:** No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, religion, sexual orientation, or national origin.

**25. NOTICE:** Any notices required or permitted to be given under this Contract shall be deemed sufficiently given or served if sent by certified mail, return receipt requested to the parties at the following addresses:

Contractor: **David L. Horne, LLC**  
4308 Brandywine Street Northwest  
Washington, D.C. 20016  
**Attention: David Horne, President**

Authority: **Virgin Islands Housing Finance Authority**  
3202 Demarara Plaza, Suite 200  
St. Thomas, U.S. Virgin Islands 00802  
**Attention: Eugene Jones, Jr., Executive Director**

Either party may, by like notice, at any time and from time to time, designate different addresses to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

**26. SEVERABILITY:** In the event that one or more of the provisions of this Contract shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this Contract, and this Contract shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be

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construed, amended and/or reformed to be made enforceable, legal and valid.

**27. GOVERNING LAW AND JURISDICTION:** This agreement shall be governed by and construed pursuant to the laws of the United States Virgin Islands. The parties shall submit disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the courts of the United States Virgin Islands.

**28. ENTIRE CONTRACT:** This Contract constitutes the entire Contract between the parties hereto, and all prior understandings or communications, written or oral, with respect to the work to be done under this contract, are merged herein.

**29. COUNTERPARTS:** This Contract may be signed in counterparts, each of which will be deemed an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their duly authorized representatives on the date(s) written below.

Witnesses:

*Connie Lausten*

*Connie Lausten*

*Maryne K. Shore*

Witnesses:

*Gaudin Paus*

*Hilsanna Chooran*

**DAVID L. HORNE, LLC**

*David L. Horne*

David L. Horne, Organizer

Dated: 02 / 08 /2025

2/8/2025

**VIRGIN ISLANDS  
HOUSING FINANCE AUTHORITY**

*Eugene Jones, Jr.*

Eugene Jones, Jr., Executive Director

Dated: 2 / 12 /2025

Reviewed for Legal Sufficiency:

*Nycole A. Thompson*

Nycole A. Thompson, Esq.,

Legal Counsel

Dated: 02/06/2025

## ADDENDUM 1

DAVID L. HORNE, LLC  
4308 BRANDYWINE STREET, NW  
WASHINGTON, DC 20016  
202-262-3011

To: Deon Connor  
Expeditor/Buyer  
Virgin Islands Housing Finance Authority ("VIHFA")

From: David Horne  
David L. Horne, LLC

CC: Melody Fennel  
Fennel Consulting, LLC

Date: October 21, 2024

Subject: Proposal of Interest - Federal Consulting Services

David Horne, LLC and Fennel Consulting, LLC, collectively known as "Horne", are pleased to provide a response to the Virgin Islands Housing Finance Authority's request for a proposal of interest to represent and assist VIHFA with its federal outreach goals in Washington, DC.

Horne has the significant experience, substantive knowledge and proven expertise needed to assist the VIHFA in meeting and exceeding its goals in Washington, DC. Mr. Horne's experience as Chief of Staff at the Department of Housing and Urban Development (HUD) and Senior Housing Counsel to the House Financial Services Committee and Ms. Fennel's background as a Senate confirmed Assistant Secretary at HUD and senior housing finance policy advisor at the Senate Banking Committee provide a rare and highly effective combination.

Mr. Horne and Ms. Fennel are known for working on a bipartisan basis with Congress and the Administration. They have developed strong, long-term relationships with both Democratic and Republican Members and staff of the United States Senate and the United States House of Representatives. Additionally, they have significant contacts within the Federal agencies and throughout the affordable housing industry. Horne would welcome the opportunity to provide VIHFA with unique access and the ability to extend its reach and achieve its federal policy objectives before relevant policymaking and appropriations officials and staff.

Horne has over 60 years of combined experience in the public policy and government relations arena, including substantial service in high-level housing policy-making positions in the legislative and executive branches of the federal government. Horne has a proven record of successfully managing federal outreach programs on behalf of housing finance entities throughout the United States, including: Atlanta Housing,

Chicago Housing Authority, San Diego Housing Commission, Santa Clara County Housing Authority, County of San Bernardino Housing Authority, Federal Home Loan Bank of Chicago, the Council of Federal Home Loan Banks, the National Affordable Housing Management Association, the New York State Public Housing Authorities Directors Association, Freddie Mac, National Multifamily Lenders Council, Rural Multifamily Lenders Council, and other affordable lending entities.

Horne would develop and implement a comprehensive strategic plan to provide:

- Outreach toward Members of Congress and their staff regarding VIHFA's efforts to implement plans and disburse federal monies to fulfill its mission of funding affordable, safe, and sustainable housing and communities throughout its jurisdiction.
- Outreach toward Executive Agencies, including but not limited to the Department of Housing and Urban Development, the Department of Treasury, and the Federal Emergency Management Agency.

Horne intends to use a multifaceted approach and work directly with senior policy leaders in Congress, senior political and career leaders in relevant Federal agencies, and industry leaders of housing trade associations, that have similar issues and goals.

These efforts are expected to include educating Members of Congress and staff - particularly those on the relevant Authorizing and Appropriations Committees - as well as key federal agency policymakers. Additional outreach is expected, as appropriate.

Horne proposes a 6-month contract term beginning on November 1, 2024, at a rate of \$7,000 per month. The monthly retainer includes all expenses except extraordinary travel expenses approved in advance by VIHFA. Additional staff may assist as needed with permission from VIHFA. This agreement will be in force for a 6-month period and may be cancelled upon 60 days' notice by either party.

Horne is honored to be considered for the opportunity to use its unparalleled ability to promote and protect the critical mission of VIHFA and the important constituency it serves.

Thank you for your consideration. We look forward to your response.

Attachments:

Horne Biography  
Fennel Biography