



## **SERVICE AGREEMENT**

### **THE VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**

#### **and ISLAND BOYS SERVICES**

THIS AGREEMENT made as of the 15 day of September, 2025, in the Territory of the United States Virgin Islands, by and between **ISLAND BOYS SERVICES, LLC** having its principal place of business at 209 Upper Love, Kingshill, St. Croix, U.S. Virgin Islands 00851 (hereinafter the "**Contractor**") and the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, having its principal place of business at 3202 Demarara Plaza, Suite 200, Charlotte Amalie, St. Thomas Virgin Islands 00802 (hereinafter the "Authority" or "**VIHFA**"), and Each party may be referred to in the singular as "Party" and collectively as the "Parties").

#### **WITNESSETH**

**WHEREAS**, pursuant to Act No. 4636, the Authority was established to address the shortage of safe, sanitary, affordable housing for low-and moderate-income families in the U.S. Virgin Islands; and

**WHEREAS**, the Authority needs a company to provide landscape and ground maintenance services for the Anna's Hope Emergency Housing location entry and exit point on St. Croix, U.S. Virgin Islands; and

**WHEREAS**, the Authority solicited quotes from multiple companies to provide landscape and ground maintenance services; and

**WHEREAS**, the Contractor submitted the lowest bid to perform the necessary services for Ten Thousand Eight Hundred (\$10,800.00) Dollars; and

**WHEREAS**, VIHFA desires to engage the services of the Contractor to perform the services; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing the necessary services in compliance with all local and federal laws, rules and regulations that apply to the implementation of this Agreement; and

**WHEREAS**, the cost of this Agreement is within the Executive Director's spending authority without approval of the Authority's Board of Directors.

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**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. **DEFINITIONS:**

a. **Litter** shall be defined as paper, food items/containers, bottles, cans, cardboard, landscape debris, cigarette butts, bags of trash and any other miscellaneous item as determined by the VIHFA. Litter shall be picked up prior to commencing landscaping services and shall be disposed of at the Contractor's cost.

b. **Debris** shall be defined as car parts, tires, white goods, large metal items, large trees/branches, lumber, concrete and any other miscellaneous item as determined by the VIHFA.

c. **Initial** shall be defined as any property that has not been cut in over one (1) month and/or is not under a Maintenance Cut/Landscaping Contract.

d. **Maintenance Cuts** shall be considered as once-a-month service; this term also refers to any property that has been cut monthly.

2. **SCOPE OF WORK:** Contractor shall be responsible for furnishing all labor, tools, material, equipment, supplies, supervision and transportation necessary to perform the following landscape and ground maintenance services for the Anna's Hope Emergency Housing location entry and exit point on St. Croix, U.S. Virgin Islands:

- a. Grass and brush cutting.
- b. Weeding and vine removal.
- c. Raking, blowing, bagging, and light grading.
- d. Prune trees, shrubs and bushes. Remove weeds and vines.
- e. At Contractor's cost, promptly repair any damages to turf or vegetation.
- f. Supply all herbicides, fertilizers, chemicals and the like for servicing the facilities that meet VIHFA's approval.
- g. Refrain from dumping any debris into VIHFA's containers.
- h. Contractor shall not blow accumulated debris onto adjacent property, street surfaces, sewer drains, fence lines or planting areas.
- i. Perform other general landscaping service items as the VIHFA may require.\*\*

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**\*\*If the VIHFA requests additional services, the Contractor will be required to provide quotes to the Authority and obtain the Authority's approval .before commencing services.**

2.1 Contractor is responsible for performing the services at the location(s), frequency and annual total cost described in the Contractor's proposal, which is attached as **Exhibit 1**.

2.2 The Contractor must notify the VIHFA prior to picking up debris. Debris shall be disposed of at the VIHFA's cost. The Contractor shall provide a quote to the VIHFA to dispose of debris. Once the VIHFA approves the Contractor's quote for debris pick up and removal, the Contractor may commence debris-related services.

2.3 The Contractor shall request the approval of the Authority in writing in the event any portion of the work requires additional services which would increase the value of this Contract. However, no changes shall be valid unless in writing and signed by both parties.

2.4 The Contractor will take all precautions and use any and all required safety equipment, where necessary, to ensure that there shall be no damage to glass doors and windows on neighboring properties, if any.

3. **COMMENCEMENT DATE:** The Contractor agrees that time is of the essence and will commence work no less than seven (7) days after the Notice to Proceed is issued.

4. **TERM:** This Contract shall be for a term of **one (1) year** from the date of the Notice to Proceed. The VIHFA shall have one (1) option to extend the term of the contract for a similar term at the existing billing rates subject to Contractor's satisfactory performance and by mutual written agreement of the parties.

5. **COMPENSATION:** The Authority, in consideration of the Contractor's satisfactory performance of the landscape and ground maintenance services, agrees to pay the Contractor an amount not to exceed **Ten Thousand Eight Hundred (\$10,800.00)** Dollars for the term.

5.1. The Contractor shall submit an invoice accompanied by photos of the completed work.

5.2. The Authority agrees to remit payment to the Contractor within thirty (30) days of receipt of a properly submitted and approved invoice with complete itemization of the charges, including any and all supporting documentation.

5.3 The Authority reserves the right to modify and/or terminate this Agreement in writing if funding becomes unavailable. In addition, the Authority reserves the right to modify and/or terminate this Agreement if the Contractor fails to perform in a manner consistent with the terms of the Agreement.

5.4 If the funding source for this Agreement is federal, Contractor's obligations under this Agreement and the Authority's obligation to pay the Contractor for services performed under this Agreement are contingent upon the availability of applicable funding. The VIHFA shall be the final authority as to the availability of funds for this Agreement and as to what constitutes "applicable funding" to complete this Agreement. The Contractor is responsible for submitting to the Authority all required documentation for payment. If any such funds are not made

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available for the purpose of this Agreement, such event will not constitute a default by the Authority but shall entitle Contractor to terminate the Agreement if funds are not received and available to compensate Contractor for any period exceeding forty-five (45) days. Notwithstanding the foregoing, Contractor shall be paid for any period exceeding forty-five (45) days. Notwithstanding the foregoing, the Contractor shall be paid for all costs and services incurred through the date of any such notification from the federal funding source to the Authority regarding the non-availability of applicable federal funds.

6. **FORCE MAJEURE:** The Contractor shall not be held responsible for delay or default caused by fire, riots, acts of God, war, if the event is beyond the Contractor's reasonable control and the Contractor gives notice to the Authority promptly upon Contractor becomes aware of the occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default. The extension shall equal the length of the delay by any of the above factors. However, there shall be no extensions to the completion date without the prior written consent of the Authority. The Contractor may be entitled to an equitable adjustment in schedule(s) in the foregoing circumstances. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events on their respective duties under this Contract.

7. **REPRESENTATIONS, WARRANTIES, AND COVENANTS BY CONTRACTOR:** The Contractor 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.

(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 assurance 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.

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(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.

(g) 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 and the Contractor represents that it is fully equipped, competent and capable of performing the work and is available to perform such work.

(h) 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 U.S. 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 U.S. Virgin Islands.

8. **LIEN WAIVERS:** Contractor agrees to protect, defend and indemnify the Authority from any claims for unpaid work, labor or materials with respect to the Contractor's performance under this Contract and shall execute a Lien Waiver upon receipt of each payment.

9. **INSURANCE:** Contractor shall maintain General Liability Insurance, in a form acceptable to the VIHFA, on a "per occurrence" basis with a minimum limit of not less than **Three Hundred Thousand (\$300,000) Dollars** for protection against claims for damages because of bodily injury or death, claims for damages to property which may arise out of or result from the Contractor's operation under the Contract whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance policy shall name the VIHFA as a Certified 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 00802

Additionally, Contractor shall provide the VIHFA with a copy of Contractor's current liability insurance policy within ten (10) working days after the execution of this Contract.

Upon failure of the Contractor to furnish, deliver and maintain such insurance, this Contract, at the election of the VIHFA, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

Contractor's subcontractor and/or subconsultant shall also carry the insurance required by this Contract in the amount usual and customary for work in the industry subject to normal deductibles and covenants that subcontractor and/or subconsultant will maintain such coverage during the term of this Contract. The Subcontractor's and/or subconsultant's liability insurance policy shall name the VIHFA as an "additional insured".

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10. **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.

11. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold the Authority, its property, officers, directors, employees, consultants and the funding agency harmless from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges, expense (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. Contractor shall provide the Authority a copy of Contractor's insurance binder evidencing coverage for liability and personal injury.

12. **DEBARMENT:** By execution of this Contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this Contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Authority for any progress payments heretofore made.

13. **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. Contractor shall be responsible for the supervision of its employees, subcontractors, and authorized representatives. All workers must be competent and skilled in their work.

14. **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.

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

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of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified 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 will have the right to terminate this Contract with or without cause on ten (10) calendar days written notice to the other party before the effective date of such termination.

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 effected 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 ten (10) day notice.

20. **FALSE CLAIMS:**

(1) The Contractor warrants that it shall not, with respect to this Contract, make or present any false claim 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 may be 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 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.

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23. **NO COLLUSION:** The Contractor shall not collude with other VIHFA vendors/service providers regarding VIHFA business or matters. Contractor shall not enter into any business relationships with other VIHFA service providers regarding VIHFA business or matters, with the approval of the VIHFA, which approval may be withheld at the VIHFA's sole discretion.

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. **AUTHORIZED REPRESENTATIVE:** The person executing this Contract on behalf of contractor affirmatively represents that he has the requisite legal authority to enter into this Contract on behalf of the Contractor and to bind the Contractor to the terms and conditions of this Contract. Both the person executing this Contract on behalf of the Contractor and the Contractor understand that the Authority is relying upon this representation in entering into this Contract.

26. **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:

Authority: **Virgin Islands Housing Finance Authority**  
100 Lagoon Complex, Suite 1  
St. Croix, U.S. Virgin Islands 00840  
**Attention: Eugene Jones, Jr., Executive Director**

Contractor: **Island Boys Services, LLC**  
P.O. Box 223021  
Christiansted  
St. Croix, U.S. Virgin Islands 00822  
**Attention: Sheriffe Francis, Owner**

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.

27. **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 Contract or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

28. **GOVERNING LAW AND JURISDICTION:** This Contract shall be governed by and construed pursuant to the laws of the U.S. Virgin Islands. The parties shall submit any dispute arising out of or in connection with this Contract to the exclusive jurisdiction of the courts of the U.S. Virgin Islands.

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29. **ENTIRE CONTRACT:** This Contract and any attachments hereto constitute the entire agreement 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. In the event of a conflict or inconsistency between any of the contract documents, the conflict or inconsistency shall be resolved by giving precedence in the following order:

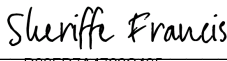
1. This Contract
2. VIHFA’s Solicitation
3. Contractor’s Proposal

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


31. **ELECTRONIC SIGNATURE:** The parties understand and agree that they have the right to execute this Contract through paper or electronic signature technology, which is in compliance with applicable local and federal law governing electronic signatures. The parties agree that, to the extent they sign electronically, their electronic signatures are the legally binding equivalent to their handwritten signatures. They will neither repudiate the meaning of their electronic signatures nor claim that their electronic signatures are not legally binding at any time in the future. They agree not to object to the admissibility of this Contract as an electronic record; a paper copy of an electronic document; or (3) a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record, electronic signature or that it is not in its original form or is not an original.

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


**ISLAND BOYS SERVICES, LLC**

Signed by:  
  
 \_\_\_\_\_  
D99E07A4766C495  
 Sheriffe Francis, Owner  
 Date: 9/14/2025  
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**VIRGIN ISLANDS  
HOUSING FINANCE AUTHORITY**

Signed by:  
  
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7E9D688165074E6  
 Eugene Jones, Jr., Executive Director  
 Date: 09/15/2025  
 \_\_\_\_\_

Reviewed for legal sufficiency:

  
 \_\_\_\_\_  
 Nycole A. Thompson, Esq.  
 Legal Counsel

Date: 9/12/2025  
\_\_\_\_\_

EXHIBIT 1



340-227-5440

340-423-2784

[islandboyservices24@gmail.com](mailto:islandboyservices24@gmail.com)

P.O.BOX 3021 C'sted VI 00822

Dear VIHFA,

We want to thank you for reaching out and giving us the opportunity to participate in bidding on providing a quality service to your housing community in our hometown island. As requested, please see below for our initial and monthly quote on the VIHFA Courtyard.

- 1) VIHFA Annas Hope Emergency Housing Entrance Cut.
  - a) First Cut \$6,000.00
  - b) Monthly Cut Quote: \$400.00
  - c) Annual Quote: 4,800.00
  - d) Annual Quote Including First Cut: \$10,800.00

Thank you again for giving us this opportunity to participate in this program, we hope to continue providing quality services to our hometown. If you have any questions or concerns, please feel free to contact us.

Best Regards,

Sheriffe Francis  
July 8, 2025  
Island Boys Services  
340-227-5440

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