

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date:** August 20, 2024  Consent  Regular  
 Public Hearing  Workshop

**Department:** Information Systems Services  
**Submitted by:** Information Systems Services  
**Submitted for:** Information Systems Services

**I. EXECUTIVE BRIEF**


**Motion and Title:** **Staff recommends motion to receive and file:** a fully executed Exercise of Renewal Option No. 1 with the Government of The United States Virgin Islands for Software License and Professional Services Agreement for the period of October 1, 2023 to September 30, 2024.

**Summary:** The Government of the U.S. Virgin Islands has a Software License and Professional Services Agreement with Palm Beach County to host a maintain their Business License Web Application. On February 1, 2022, the Board of County Commissioners approved a new Agreement for two (2) years effective October 1, 2021, with the option to extend for two (2) successive one-year terms. Due to the contract formation principles under U.S. Virgin Islands' law, this agreement was first executed by the County and now fully executed by U.S Virgin Islands. In approving R2022-0072 the Board authorized the County Administrator or designee to exercise the two successive one-year renewal options and execute change orders associated with these services. Countywide (DB)

**Background and Justification:** The Information Systems Services Department developed and currently hosts a Business License Web Application for the Government of the U.S. Virgin Islands. The application is comprised of two major components: License Public Web System and License Administration Web System. The License Public Web System enables an individual to perform a business search and file a complaint against a business. It also provides a user portal for account creation and maintenance, the ability to apply for a new license or renew an existing license, and complete the transaction using a credit card or electronic check. The License Administration Web System employs a dashboard concept for processing licenses, performing business searches, and for creating, renewing and updating licenses. Functionality to process complaints, maintain, security and provide standard reports along with the ability to create ad hoc custom reports, is also included. In addition, this Interlocal Agreement provides the U.S. Virgin Islands with updated contract terms for hosting the Business License Web Application.

**Attachments:**

- 1. Exercise of Renewal Option No. 1 with the Government of The United States Virgin Islands
- 2. R2022-0072 Software License and Professional Services Agreement with the Government of the U.S. Virgin Islands

Recommended by:  7/20/24  
Chief Information Officer Date

Approved by:  8/2/24  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

<b>Fiscal Years</b>	<u><b>2024</b></u>	<u><b>2025</b></u>	<u><b>2026</b></u>	<u><b>2027</b></u>	<u><b>2028</b></u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	(\$164,000)	0	0	0	0
Program Inc (County)	0	0	0	0	0
In-Kind Match(County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<u><b>(\$164,000)</b></u>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>	<u><b>0</b></u>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget? Yes X No     

Is this item using Federal Funds? Yes      No X

Is this item using State Funds? Yes      No X

Revenue Budget Number: Fund 0001 Dept 490 Unit 1300 RevSrc 4900

**B. Recommended Sources of Funds / Summary of Fiscal Impact**

This is a revenue generating agreement and requires no County expenditure.

C. Department Fiscal Review:                     ay / uf 7/02/24                    

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development & Control Comments:**

<u>                    Lisa M.                    7/25/24                    </u>	<u>                    Brenda P                    7/30/24                    </u>
OFMB <u>QA 7/24</u>	Contract Administration <u>7/29/24</u>

**B. Legal Sufficiency:**

  7/31/24                      
Assistant County Attorney

**C: Other Department Review:**

\_\_\_\_\_  
Department Director

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**



OPCMR

**EXERCISE OF RENEWAL OPTION  
GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS  
DEPARTMENT OF PROPERTY & PROCUREMENT**

CONTRACT NO.: R2022 0072

DATED: February 2022

**EXERCISE OF RENEWAL OPTION No. 1**

<b>Contractor</b>	<b>Description of Scope of Work/Services</b>
Verdenia C. Baker, County Administrator c/o Archie Satchell, Information Systems Service CIO Palm Beach County Board of County Commissioners 301 N. Olive Avenue, 8 <sup>th</sup> Floor West Palm Beach, FL 33401  And  County Attorney's Office Palm Beach County Board of County Commissioners 301 N. Olive Avenue, Suite 601 West Palm Beach, FL 33401	Provide maintenance, enhancements and support for the software application known as Business License Web Application, developed by Palm Beach County Information System Services (ISS), and related professional services to the Government.  Provide ongoing Software License and Application Hosting Services to Government.

Pursuant to the renewal option provision of Contract No. R2022 0072, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Licensing and Consumer Affairs, exercises its option to renew and does hereby renew the aforementioned Contract for the period October 1, 2023, to September 30, 2024, at the stipulated cost therein.

All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. A facsimile, electronic or digital signature on this form shall be deemed an original and binding on the Parties hereto.

Please acknowledge receipt and acceptance hereby signing and returning the original to:  
 The Department of Property and Procurement  
 3274 Estate Richmond  
 Christiansted, VI 00820



OPCMR

ACKNOWLEDGMENT & ACCEPTANCE:

GOVERNMENT OF THE VIRGIN ISLANDS

Archie Satchell  
Information Systems Services, CIO  
Palm Beach County Board of County  
Commissioners

R. Nathalie Hodge  
Commissioner Nominee  
Department of Licensing and Consumer Affairs

Date: 10-12-23

Date: October 11, 2023

Date: 12/12/2023

<sup>mkt</sup> Lisa M. Alejandro, Commissioner ~~Designee~~  
Department of Property & Procurement

Approved pursuant to Section 7.b. of Executive Order No. 477-2016

Contract No. R2022 0072 was approved by the Governor on 2/1/2023



GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS  
**THE OFFICE OF MANAGEMENT AND BUDGET**



No. 5041 Norre Gade  
Emancipation Gardens Station, 2<sup>nd</sup> Floor  
Charlotte Amalie, U.S. Virgin Islands 00802  
Telephone: (340) 774-0750

September 26, 2023

Lisa Alejandro  
Commissioner  
Department of Property and Procurement  
Building #1 Subbase  
St. Thomas, Virgin Islands 00802

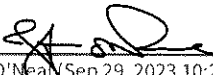
Re: Virgin Islands Department of Licensing & Consumer Affairs  
Verification of Funds FY 2024 – **Palm Beach County**

Dear Commissioner Alejandro:

The Office of Management and Budget has received a request from the Department of Licensing & Consumer Affairs to verify that they have funding available for **Palm Beach County** for FY 2024. Our research shows that the Department of Licensing and Consumer Affairs has available One Hundred Sixty-Four Thousand Dollars and no cents (**\$164,000.00**) under Orgs 00384004/Obj 534000.

Should you have any questions regarding this request, contact Budget Operations Analyst Shieda James, at 774-0750 ext 2763.

Sincerely,

  
Jenifer C. O'Neal (Sep 29, 2023 10:28 EDT)

Jenifer C. O'Neal  
Director

JCO/KW/SJ *Kinika Woods*

380BA2023 Funding Verification Palm Beach County

pc: H. Nathalie Hodge, Commissioner Nominee, DLCA  
Lorraine Fredericks, Director of Admin & Business Management, DLCA

PALM BEACH COUNTY *GW/DK 710*  
 BOARD OF COUNTY COMMISSIONERS *R-2022-0072*  
AGENDA ITEM SUMMARY

Meeting Date: February 1, 2022

 Consent       Regular  
 Public Hearing     Workshop

Department: Information Systems Services

Submitted by: Information Systems Services

Submitted for: Information Systems Services

**I. EXECUTIVE BRIEF**

Motion and Title: Staff recommends motion to:

- A) **approve** Software License and Professional Services Agreement for application hosting services with the Government of the U.S. Virgin Islands for an annual revenue of \$164,000; and
- B) **authorize** the County Administrator or designee to exercise the two successive one-year renewal options and execute Change Orders associated with these services.

**Summary:** The Government of the U.S. Virgin Islands Software License and Professional Services Agreement R2019-0974 with Palm Beach County expired on September 30, 2021. The County recommends approving a new Agreement for two (2) years effective October 1, 2021, with the option to extend for two (2) successive one-year terms. The Agreement is for the continued development, maintenance and hosting of the web-based Business License Application for the U.S. Virgin Islands. Due to contract formation principles under U.S. Virgin Islands' law, this Agreement is being executed by the County first. Once the County receives a fully executed Agreement back, a receive and file item including the fully executed Agreement will be presented. Countywide (DB)

**Background and Justification:** The Information Systems Services Department developed and currently hosts a Business License Web Application for the Government of the U.S. Virgin Islands. The application is comprised of two major components: License Public Web System and License Administration Web System. The License Public Web System enables an individual to perform a business search and file a complaint against a business. It also provides a user portal for account creation and maintenance, the ability to apply for a new license or renew an existing license, and complete the transaction using a credit card or electronic check. The License Administration Web System employs a dashboard concept for processing licenses, performing business searches, and for creating, renewing and updating licenses. It also includes functionality to process complaints, maintain security and provide standard reports along with the ability to create ad hoc custom reports.

**Attachments:**

1. Software License and Professional Services Agreement with the Government of the U.S. Virgin Islands (3 originals)
2. Copy of Agreement R2019-0974, dated July 2, 2019

Recommended by: \_\_\_\_\_

  
 Department Director

Date

*1/5/22*

Approved by: \_\_\_\_\_

  
 County Administrator

Date

*1/11/2022*

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

<b>Fiscal Years</b>	<u><b>2022</b></u>	<u><b>2023</b></u>	<u><b>2024</b></u>	<u><b>2025</b></u>	<u><b>2026</b></u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	(\$164,000)	(\$164,000)	0	0	0
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b>(\$164,000)</b>	<b>(\$164,000)</b>	<b>0</b>	<b>0</b>	<b>0</b>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget? Yes X No    

Does this item include the use of federal funds? Yes     No X

Revenue Budget Number: Fund 0001 Dept 490 Unit 1300 RevSrc 4900

**B. Recommended Sources of Funds / Summary of Fiscal Impact**

C. Department Fiscal Review:           ay 16cc 1/5/22          

**III. REVIEW COMMENTS**

A. OFMB Fiscal and/or Contract Development & Control Comments:

<p><u>          Liza Muta          </u> 1/6/22          OFMB <u>          </u> 1-10-22          MG 1/6/22</p>	<p><u>          A.          </u>          Contract Administration          1-10-22 (TW)</p>
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B. Legal Sufficiency:

          Jean-Adel Williams            
 Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
 Department Director

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**

R2022 0072

FEB 01 2022

**SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

THIS SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT ("Agreement") is hereby entered into between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS ("Contractor"), and the Government of the U.S. Virgin Islands, by and through its Department of Property and Procurement, on behalf of its Department of Licensing & Consumer Affairs ("Government") on the following terms and conditions:

WITNESSETH:

WHEREAS the Government is in need of the continued services of the Contractor to upgrade and enhance its website and web-based business license application, which duties and responsibilities are more particularly described in Addendum I (Statement of Work) attached hereto (the "Services"); and

WHEREAS, Contractor represents that it is willing and capable of providing such Services; and

WHEREAS, the Government and Contractor are governmental entities; and

WHEREAS, the Government's authority to enter into this Agreement is codified at Chapter 23 of Title 31, Virgin Islands Code; and

WHEREAS, the Contractor's authority to enter into this Agreement is codified at Section 125.01 of the Florida Statutes; and

WHEREAS, the Contractor may enter into agreements that serve a local public purpose; and

WHEREAS, the Contractor's provision of the services herein serve a local public purpose in that it will raise revenues for the Contractor, directly benefiting the citizens of Contractor through services rendered with said revenues; and

WHEREAS, the Government, by executing this Agreement, hereby certifies and attests that all applicable laws and regulations necessary to make this Agreement valid and fully enforceable have been complied with, including but not limited to, the requirements of Chapter 23 of Title 31, Virgin Islands Code §§ 233, 234, 235, 236, 239, 245, 248, 249 and the rules and regulations promulgated for its enforcement; and

WHEREAS, the Government further certifies that, in accordance with applicable law, it has made a sufficient unencumbered apportionment of its appropriation balance, in excess of all unpaid obligations, to defray the full costs of this Agreement; and

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

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1. Recitals: The foregoing recitals are true and correct and incorporated herein by reference.
2. Licensed Product. The parties are entering into this Agreement to establish an arrangement whereby Contractor is licensing certain application software programs ("Licensed Product") and providing professional services, as more fully described in Addendum I to this Agreement, (the "Statement of Work") on the terms and conditions set forth herein.
3. Scope of Use.
  - a. Delivery & Installation. The Contractor shall be responsible for providing access to the Licensed Product.
  - b. Operating License. The Government is granted a nonexclusive license to use the Licensed Product for the Government's internal use only.
  - c. Transfer of License. Neither this Agreement, nor any rights or obligations hereunder, may be transferred, assigned, delegated, sublicensed, relocated or moved without Contractor's prior written consent.
4. Term. Upon execution of this Agreement by the Governor of the U.S. Virgin Islands, the Agreement shall be effective for a Term beginning from **October 1, 2021** and shall terminate on **September 30, 2023**. The Contract can be extended for two additional one-year terms by executing an Exercise of Renewal Option Form. Notice of option to renew must be provided at least ninety (90) days prior to the termination date of the Agreement.
5. Compensation. The Government, in consideration of the satisfactory performance of the services described in Addendum I (Statement of Work), agrees to pay Contractor compensation not to exceed THREE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS (\$328,000.00) in accordance with the provisions set forth in Addendum II (the "Pricing Document for Professional Services") of this Agreement as follows:
  - a. Professional Services fee, which shall cover maintenance and support services, not to exceed \$216,400, which shall be invoiced on a monthly basis.
  - b. Monthly Software Lease Fee of \$1,650 per month with the monthly installment due and payable by the first day of the month. Contractor retains the option to review the Software Lease Fee on an annual basis and reserves the right to adjust said fee based upon actual costs; provided, however, that no adjustment shall be greater than 10% of the fee for the previous year.
  - c. Monthly Application Hosting Service Fee not to exceed \$3,000 with monthly installment due and payable by the first day of the month.

Contractor shall invoice the Government monthly in arrears for Software Lease and Application Hosting Services. The Government shall use its best efforts to pay the subject invoices within THIRTY (30) days of receipt of the invoices. Failure of the Government, despite its best efforts, to pay an invoice within THIRTY (30) days of receipt of the



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invoice shall not be interpreted as an indication that the Government no longer desires Contractor's services.

Contractor shall separately invoice the Government on a monthly basis for Professional Services. The invoices shall specify the hours worked and the services provided. The invoices shall be subject to review and approval by the Government. The Government shall use its best efforts to, within THIRTY (30) days of receipt an invoice, pay the subject invoice in full or give a written explanation for non-payment of any contested portions of the invoice. Failure of the Government, despite its best efforts, to respond to a Professional Services invoice within THIRTY (30) days of receipt of the invoice shall not be interpreted as an indication that the Government no longer desires Contractor's professional services.

6. Acceptance and Training. The Licensed Product shall be deemed accepted by the Government upon installation and demonstration of its fitness for the particular purpose it was purchased by the Government. The Contractor shall, at no additional cost, provide training to Government personnel who will be utilizing the Licensed Product.
7. Travel. In addition to the compensation for services as specified in Paragraph 5 above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing in advance by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government and the total of said costs and expenses shall not exceed \$10,000.
8. Program Code & Documentation.
  - a. Program Code. No source code or technical-level documentation are licensed under this Agreement.
  - b. Program Documentation. Contractor shall provide an electronic copy of "Documentation" describing in reasonable detail understandable by a user of general proficiency the use and operation of the Licensed Product at no cost to the Government. Documentation may be reproduced by the Government for the exclusive use of the Government.
9. Confidential & Proprietary Information.
  - a. Acknowledgment. The Government hereby acknowledges that the Licensed Product (including any Documentation, source code, translations, compilations, partial copies and derivative works) contains confidential and proprietary information belonging exclusively to the Contractor or such third party as may be identified on the Licensed Project or applicable Documentation ("Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by the Government outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information, (ii) information in the public

domain, or (iii) information received by the Government from a third party who was free to disclose it.

- b. Covenant. With respect to the Confidential & Proprietary Information, and except as expressly authorized herein, the Government agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidentiality & Proprietary Information to any person or entity, except its own employees having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Contractor may approve in writing. Neither the Government nor any recipient shall: (i) alter or remove from any Licensed Product or associated Documentation any proprietary, copyright, trademark or trade secret legend, or (ii) decompile, disassemble or reverse engineer the Licensed Product or other Confidentiality & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Contractor). The Government and its personnel shall use the same degree of care in safeguarding the Confidential & Proprietary Information as that used in safeguarding its own confidential information. Upon termination, the Government shall return or destroy all Confidential & Proprietary Information in its possession or control and cease all further use thereof.
- c. Injunctive Relief. The Government acknowledges that violation of this Section would cause irreparable harm to Contractor not adequately compensable by monetary damages. In addition to other relief, the Government agrees that, to the extent permitted by law, injunctive relief shall be available to prevent any actual or threatened violation of such provisions.

#### 10. Warranties.

- a. Noninfringement Warranty. As of the effective date of this Agreement, Contractor, to the extent of its knowledge, represents and warrants that the Licensed Product, when properly used as contemplated herein, is not infringing or misappropriating any United States copyright, trademark, patent, or the trade secrets of any third persons. To the extent a court of competent jurisdiction holds otherwise, the Government may terminate all or any part of this Agreement immediately upon notice to Contractor.
- b. Limited Performance Warranty. Contractor represents and warrants for a period of 60 days from acceptance ("Warranty Period") that (i) the Licensed Product operates in accordance with the applicable Documentation provided; (ii) the Licensed Product is installed, implemented and operated in accordance with all instructions supplied by Contractor; (iii) all updates relating to any third party software products (including operating system software) that materially affect the performance of the Licensed Product have been properly installed or made available to Government; (iii) all associated equipment, software and environmental conditions have been properly maintained in accordance with applicable specifications and industry standards; and (iv) Contractor has not

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introduced other equipment or software creating an adverse impact on the Licensed Product.

- c. Warranty Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION ("WARRANTIES") THE CONTRACTOR HEREBY DISCLAIMS WITH RESPECT TO ALL LICENSED PRODUCTS, SUPPORT SERVICES OR OTHER DELIVERABLES PROVIDED HEREUNDER, ALL EXPRESS AND IMPLIED WARRANTIES.

11. Indemnification. [Omitted]

12. Limitation on Liability. By entering into this Agreement, it is expressly understood that neither the Government, Contractor, nor any of their agencies, waive sovereign immunity or any other immunity defenses that may be extended to them by operation of statute, rule, operation of law, or otherwise, including, but not limited to, any limitations on the amount of damages that may be awarded or paid.

13. Liability of Others. Nothing in this Agreement shall be construed to impose any liability upon the Government to any persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, 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. No Third-Party Beneficiary. No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or recipient, or official, employee, or volunteer of either party.

15. Independent Contractor. The Contractor shall perform this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing herein contained is intended nor shall create an agency relationship between the parties.

16. Audits and Public Records. Government acknowledges that its records relating to this Agreement are public records for the purposes of Chapter 119, F.S., and that it will comply and maintain such records in accordance with Florida's public records laws. Government shall maintain records, documents and other evidence to sufficiently establish its performance under this Agreement. Such records shall be maintained for at least three (3) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the three (3) year period, Government shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. Contractor has the right, upon reasonable request and during normal business hours, to inspect, examine or copy said records.



17. Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, and to audit, investigate, monitor, and inspect the activities of the Government, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

18. Regulations, Licensing Requirements. The parties shall comply with all laws, ordinances and regulations applicable to the Services contemplated herein, to include those applicable to conflict of interest and collusion. The parties are presumed to be familiar with all applicable laws, including federal, state and local laws, ordinances, codes and regulations that may in any way be related to this Agreement.

19. Condition Precedent. This Agreement shall be Subject to the availability and appropriation of funds and to the approval of the Governor.

20. Termination. Either party will have the right to terminate this contract, without penalty, with or without cause on SIXTY (60) days written notice to the other party specifying the date of termination.

21. Non-Discrimination. Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

22. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

23. Enabling Laws. Nothing in this Agreement is intended to cause either party hereto, to waive the legal immunities and defenses provided under their state and federal laws.

24. Dispute Resolution.  
Mediation. The Government and Contractor agree that in the event of any controversy, claim or dispute arising out of or relating to this Agreement the parties shall first seek resolution of such controversy, claim or dispute through mediation. The mediation shall be conducted in Palm Beach County, Florida by a

mediator mutually acceptable to the parties, who shall conduct the mediation pursuant to the rules of the American Mediation Association. The mediator's fee shall be shared equally by both parties. Other than the mediator's fee, the parties shall bear in full their respective costs all other costs relating to the mediation.

25. Waivers and Amendments. No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representative, 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, conditions or provisions of this Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

The Government reserves the right to make changes to the Statement of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the Government's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the Government of any estimated change in the completion date, and (3) advise the Government if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Agreement.

If the Government so instructs in writing, the Contractor shall suspend work on that portion of the Statement of Work affected by a contemplated change, pending the Government's decision to proceed with the change.

No change to the Statement of Work shall be valid or of any force unless made in writing, signed by the parties thereto, and the writing satisfies the requirements of Virgin Islands public contract procedures.

26. Assignment. The Contractor shall not assign or subcontract any part of the services under this Agreement without the prior written consent of the Government.

27. Effective Date. The Agreement will become effective upon execution of the Governor of the United States Virgin Islands.

28. Notices. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, return receipt requested, postage prepaid, personally delivered or by any overnight delivery service requiring signed acceptance, addressed to the parties as follows:

Government	Commissioner Department of Property and Procurement Sub Base, Building No. 1 St. Thomas, Virgin Islands 00802
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and

Commissioner  
Department of Licensing and Consumer Affairs  
3000 Golden Rock Shopping Center, Christiansted  
St. Croix, VI 00820-4311

Contractor

Verdenia C. Baker, County Administrator  
c/o Archie Satchell, Information Systems Services CIO  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 8<sup>th</sup> floor  
West Palm Beach, FL 33401  
(Telephone: 561-355-2823)

And

County Attorney's Office  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
(Telephone: 561-355-2225)

29. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and all other understandings, communications, written, or oral, with respect to the services that are the subject matter of this Agreement, are merged herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
30. Severability. In the event that any provision of this Agreement shall be held to be invalid, the validity of the remaining provisions of the Agreement shall not in any way be affected thereby.
31. Authority. The Government and Contractor acknowledge that they are each governmental entities. The Government and Contractor each warrant that its execution and delivery of this Agreement is duly authorized by law and that the Agreement when fully executed will constitute the legal, valid, and binding obligation of each party.
32. Other Provisions. Addendum I and Addendum II attached hereto are a part of the Agreement and are incorporated herein by reference. In the event of a conflict between the terms of any addenda to this Agreement and the terms of this Agreement, the terms of this Agreement shall prevail.



33. Excusable Delays. The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargos, and abnormally severe and unusual weather conditions.
34. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

[REST OF PAGE INTENTIONALLY LEFT BLANK]





IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

R2022 0072 FEB 01 2022

Joseph Abruzzo: Clerk & Comptroller

Palm Beach County-By Its Board of County Commissioners

By: Bordenkins  
Deputy Clerk

By: [Signature]  
Robert S. Weinroth, Mayor

(SEAL)

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: Jean-Adel Williams  
County Attorney

By: [Signature]  
Archie Satchell, CIO, ISS

[Palm Beach County Signature Page]

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WITNESSES:

GOVERNMENT OF THE  
UNITED STATES VIRGIN ISLANDS

*[Handwritten Signature]*

*Anthony D. Thomas* 1/12/2023  
Anthony D. Thomas Date  
Commissioner, Department of Property &  
Procurement

*[Handwritten Signature]*

*Richard T. Evangelista* 1/12/2023  
Richard T. Evangelista, Esq. Date  
Commissioner, Licensing and Consumer  
Affairs

APPROVED TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE

By: *Carol P. McDermott* 1/13/2023  
Assistant Attorney General Date

APPROVED

*[Handwritten Signature]*  
Albert Bryan Jr.  
Governor, US Virgin Islands

2/1/23  
Date

## Addendum I

### STATEMENT OF WORK

#### OBJECTIVES

1. Provide maintenance, enhancements and support for the software application known as Business License Web Application, developed by Palm Beach County Information System Services (ISS), and related professional services to Government as described in this Statement of Work. The estimated cost is based on a standard rate of \$100 per hour. The total ISS cost for hosting, maintaining, developing and supporting the application will not exceed a total sum of \$328,000 for a period from 10/1/21 to 09/30/23.
2. Provide ongoing Software License and Application Hosting Services to Government as described in this Statement of Work.

#### EXECUTIVE SUMMARY

At the request of the U.S. Virgin Islands Government, the Palm Beach County Information Systems Services (ISS) Department replaced the Virgin Islands' old Business License Application with a new web-based application.

The application is comprised of two major components. They are:

- License Public Web System
- License Administration Web System

##### License Public Web System

The License Public Web System is comprised of services, which give an individual the ability to perform a business search. This component provides a user portal for account creation and maintenance, the ability to apply for a new license or renew an existing license, and complete the transaction using a credit card or electronic check. It will allow filing a complaint against a business.

##### License Administration Web System

The License Administration Web System employs a dashboard concept for processing licenses, performing business searches, and for creating, renewing, and updating licenses. Functionality will also be provided to process complaints, maintain workflow, maintain security, and for providing standard reports along with the ability to create ad hoc or custom reports.

The estimated number of hours to complete the next two Phases of this project is 2,164. This estimate is based on our experience in Web application development and the Work Breakdown Structure generated for this project.

The estimated cost is based on a standard rate of \$100 per hour. The ISS cost for developing and maintaining the application will not exceed a total cost of \$216,400 (2,164 hours x \$100/hour).

There will be a monthly software lease fee of \$1,650 and a monthly application hosting cost of \$3,000 to the expiration of the Agreement.

Should the U.S. Virgin Islands request that ISS staff be available at their site, the cost of such travel will be based on the cost of airline tickets plus accommodations and a meal cost of \$40 per day. Travel costs will be in addition to the standard billing rate for labor hours expended.

## SYSTEM REQUIREMENTS

### Maintenance and Enhancements to the License Public Web System

1. Business Search
  - 1.1. By Island or All
  - 1.2. By Category
  - 1.3. Search Results
  - 1.4. Search Results Specific Columns
2. Use Portal
  - 2.1. User Account Creation
  - 2.2. Login
  - 2.3. Forgot Password
  - 2.4. User Information Update
  - 2.5. View and Only reply to Messages by Admin
  - 2.6. Print License
  - 2.7. Declined Payment Resubmission
3. Apply for New License
  - 3.1. Wizard Interface
  - 3.2. License Type and if an Corp
  - 3.3. SS# or FEIN#
  - 3.4. Notification
  - 3.5. Status Update
  - 3.6. Renew existing License
  - 3.7. Payments Module
  - 3.8. Daily Payment Report
  - 3.9. Instant charge CC on Issue or Renew
  - 3.10. Auto charge CC after License process is completed
  - 3.11. Payment Failure link notification
4. Complaints
  - 4.1. Search Complaint
  - 4.2. Create Complaint
  - 4.3. View Complaint

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- 4.4. Comments
- 5. Attachments List and View
  - 5.1. PDF Attachments only
  - 5.2. Upload document related to a business by public or VI administration.
  - 5.3. Access documents from license Administration module.

**Maintenance and Enhancements to the License Administration Web System**

- 1. Dash Board
  - 1.1. Color Coded Data Grid
  - 1.2. Sorting / Filtering
  - 1.3. Status of License
  - 1.4. Comments View
  - 1.5. Attachments View
  - 1.6. BIR( Bureau of Internal Revenue) dashboard
- 2. Business Search
  - 2.1. By Island or All
  - 2.2. By Category
  - 2.3. Search Results
  - 2.4. Search Results specific Columns
- 3. License Options
  - 3.1. Create
  - 3.2. Renew
  - 3.3. Update
    - 3.3.1. Business Info
    - 3.3.2. User Portal Info
    - 3.3.3. Send Messages to User
    - 3.3.4. User Messages List
    - 3.3.5. Status Change Activate / Inactivate
  - 3.4. Comments Add. History List and View
  - 3.5. Payment History List & View
  - 3.6. Audit List and Details
  - 3.7. Work Flow History
  - 3.8. Complaints Process
  - 3.9. Work Flow
    - 3.9.1. User Roles Management
    - 3.9.2. Notifications
  - 3.10. Override Work flow Tasks
- 4. Board License
  - 4.1. Add Certificate
  - 4.2. Manage Certificate
- 5. Case Management

*PC*

- 5.1. Search Cases
- 5.2. Add Cases
  - 5.2.1. CPS
  - 5.2.2. Consumer Protection
  - 5.2.3. Complaints
  - 5.2.4. Legal
- 6. Security
  - 6.1. User & Role Maintenance
  - 6.2. Password Reset
- 7. Complaint Management Module
  - 7.1. File Complaint
    - a. Business
    - b. License
  - 7.2. W&M will investigate (Verification by Administrative staff)
  - 7.3. CPS will follow up with customer -Status Update (Closed or Investigation)
  - 7.4. Track complaint (Refer to Legal department / enforcement)
  - 7.5. Inspection
  - 7.6. Issue warning
  - 7.7. Issue citation and/or pay fine
  - 7.8. Instalment plan(payment plan) to pay fine
  - 7.9. Create communication log
- 8. Reporting

Adhoc reports as requested by customers.
- 9. Email Blast
  - 9.1. Create customized email blast data as per the request.
  - 9.2. Send email to all the recipients.
- 10. Attachments List and View
  - 10.2. PDF Attachments only
  - 10.3. Upload document related to a business by public or VI administration.
  - 10.4. Access documents from license Administration module.
- 11. Add tickler to the dashboard to expedite license processing.
- 12. Document search functionality on the dashboard.
- 13. Ability to Add Comments to license at any time (Special Section)
- 14. Commissioner want to approve Liquor License only
- 15. Dashboard Clean-up
- 16. Email Pocket Card on Admin screen
- 17. Disassociate Agent from License when end date on advocate is filled

PC

### **Module-Public Access**

1. Allow Board license applicant to register online about their exam.
2. Application Dashboard
3. Upload documents
4. Citizenship Information
5. Demographics of Applicant
6. Education Information
7. Employment Information
8. Review Application
9. Submit Application
10. Allow user to review his history of applications.
11. Allow user to renew his certification.
12. Add interface from BLC application to Virgin Islands Licensing Application so that user can directly apply for license after his certification approval.

### **Module –Administration**

1. Dashboard – Review Applications received
2. Add comments to the documents- Return application for additional information
3. Create agenda based on application category.
4. Schedule Board hearing based on application category
5. Scan Approval/Rejection from external Board to the system and communicate with user.
6. Approve/Reject application by Boards License professional (DLCA) based on external board decision.
7. Add interface to certificate holder section in Virgin Islands Licensing Admin application from BLC Admin application.

### **Website maintenance/enhancements**

1. DLCA website modifications/enhancements as per the customer requirements.
2. Add license master search capability on the website.
3. Show license statistics on the website.
4. News/survey update on the website.
5. Make website mobile friendly.

### **System tune up ongoing**

- Payment data cleanup (Pending/ Incomplete Board/Business licenses from Year 2010)

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## New Development - License Administration Web System

1. Out of Business Process
2. License HOLD process
  - 2.1. Hold criteria
  - 2.2. Put License on Hold
  - 2.3. Revoke hold
  - 2.4. Penalty / License fee calculation
  - 2.5. Hold duration
  - 2.6. Proration of License fee
  - 2.7. Administrative License hold
    - a. Director/ Assistant Director
3. Interfaces
  - 3.1. Export Files for ERP System
4. Payment Process
  - 4.1. Automated Credit Card Payment Process
6. Make licensing application mobile friendly.
7. Add checklist process in licensing application just like Board License Certification.
8. BIR (Internal revenue) Dashboard. Tax clearance updates.
9. Virgin Islands Report migration from CR2008 to CR2016 technology.

### DEVELOPMENT PLAN AND SCHEDULE

Immediately following execution of this Agreement, the project team will finalize the requirements and generate a detailed project plan and schedule, which will reflect completion of the next phases of the project.



**Addendum II**

**PRICING DOCUMENT FOR PROFESSIONAL SERVICES**

**ANNUAL PROFESSIONAL SERVICES - Not to Exceed Cost**

	Cost
Website (Public Page) Enhancement	
Business and Professional Licensure Module Enhancement	
Complaint Module Enhancement	
Citation Module	
Board License Certification Module	
Maintenance of Existing Modules	
Testing and Documentation	
Training	
<b>TOTAL PROFESSIONAL SERVICES</b>	<b>\$108,200</b>

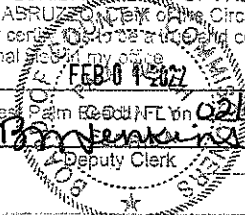
**ANNUAL SOFTWARE LEASE - Monthly Fee**

	Monthly	Annual
Per Server Based Licenses		
<b>TOTAL SOFTWARE LEASE</b>	<b>\$1,650</b>	<b>\$19,800</b>

**ANNUAL APPLICATION HOSTING SERVICES - Monthly Fee**

	Monthly	Annual
Server Support (Web and Database)		
Secure Site Certificate Renewal		
Repair, Replacement and Improvement (RR&I) of Capital Expenditures		
Data Storage		
System Backup and Offsite Storage		
Database Administration		
Help Desk Support		
% of ISS and Contractor Overhead		
Internet Network Support		
<b>TOTAL APPLICATION HOSTING SERVICES</b>	<b>\$3,000</b>	<b>\$36,000</b>

STATE OF FLORIDA, COUNTY OF PALM BEACH  
 I, JOSEPH ABRUZZESE, Clerk of the Circuit Court &  
 Comptroller certify this to be a true and correct copy  
 of the original filed in my office  
 on FEB 01 2022  
 dated at West Palm Beach, FL on 02/03/2022  
 By: [Signature]  
 Deputy Clerk



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R2019 0974

**SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

THIS SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT ("Agreement") is hereby entered into between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS ("Contractor"), and the Government of the U.S. Virgin Islands, by and through its Department of Property and Procurement, on behalf of its Department of Licensing & Consumer Affairs ("Government") on the following terms and conditions:

**WITNESSETH:**

WHEREAS the Government is in need of the continued services of the Contractor to upgrade and enhance its website and web-based business license application, which duties and responsibilities are more particularly described in Addendum I (Statement of Work) attached hereto (the "Services"); and

WHEREAS, Contractor represents that it is willing and capable of providing such Services; and

WHEREAS, the Government and Contractor are governmental entities; and

WHEREAS, the Government's authority to enter into this Agreement is codified at Chapter 23 of Title 31, Virgin Islands Code; and

WHEREAS, the Contractor's authority to enter into this Agreement is codified at Section 125.01 of the Florida Statutes; and

WHEREAS, the Contractor may enter into agreements that serve a local public purpose; and

WHEREAS, the Contractor's provision of the services herein serve a local public purpose in that it will raise revenues for the Contractor, directly benefiting the citizens of Contractor through services rendered with said revenues; and

WHEREAS, the Government, by executing this Agreement, hereby certifies and attests that all applicable laws and regulations necessary to make this Agreement valid and fully enforceable have been complied with, including but not limited to, the requirements of Chapter 23 of Title 31, Virgin Islands Code §§ 233, 234, 235, 236, 239, 245, 248, 249 and the rules and regulations promulgated for its enforcement; and

WHEREAS, the Government further certifies that, in accordance with applicable law, it has made a sufficient unencumbered apportionment of its appropriation balance, in excess of all unpaid obligations, to defray the full costs of this Agreement; and

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

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1. Recitals: The foregoing recitals are true and correct and incorporated herein by reference.
2. Licensed Product: The parties are entering into this Agreement to establish an arrangement whereby Contractor is licensing certain application software programs ("Licensed Product") and providing professional services, as more fully described in Addendum I to this Agreement, (the "Statement of Work") on the terms and conditions set forth herein.
3. Scope of Use.
  - a. Delivery & Installation. The Contractor shall be responsible for providing access to the Licensed Product.
  - b. Operating License. The Government is granted a nonexclusive license to use the Licensed Product for the Government's internal use only.
  - c. Transfer of License. Neither this Agreement, nor any rights or obligations hereunder, may be transferred, assigned, delegated, sublicensed, relocated or moved without Contractor's prior written consent.
4. Term. Upon execution of this Agreement by the Governor of the U.S. Virgin Islands, the Agreement shall be effective for a Term beginning from October 1, 2018 and shall terminate on September 30, 2020. The Contract can be extended for two additional one-year terms by executing an Exercise of Renewal Option Form. Notice of option to renew must be provided at least ninety (90) days prior to the termination date of the Agreement.
5. Compensation. The Government, in consideration of the satisfactory performance of the services described in Addendum I (Statement of Work), agrees to pay Contractor compensation not to exceed THREE HUNDRED TWENTY-EIGHT THOUSAND DOLLARS (\$328,000.00) in accordance with the provisions set forth in Addendum II (the "Pricing Document for Professional Services") of this Agreement as follows:
  - a. Professional Services fee, which shall cover maintenance and support services, not to exceed \$216,400, which shall be invoiced on a monthly basis.
  - b. Monthly Software Lease Fee of \$1,650 per month with the monthly installment due and payable by the first day of the month. Contractor retains the option to review the Software Lease Fee on an annual basis and reserves the right to adjust said fee based upon actual costs; provided, however, that no adjustment shall be greater than 10% of the fee for the previous year.
  - c. Monthly Application Hosting Service Fee not to exceed \$3,000 with monthly installment due and payable by the first day of the month.

Contractor shall invoice the Government monthly in arrears for Software Lease and Application Hosting Services. The Government shall use its best efforts to pay the subject invoices within THIRTY (30) days of receipt of the invoices. Failure of the Government, despite its best efforts, to pay an invoice within THIRTY (30) days of receipt of the

72 95

invoice shall not be interpreted as an indication that the Government no longer desires Contractor's services.

Contractor shall separately invoice the Government on a monthly basis for Professional Services. The invoices shall specify the hours worked and the services provided. The invoices shall be subject to review and approval by the Government. The Government shall use its best efforts to, within THIRTY (30) days of receipt an invoice, pay the subject invoice in full or give a written explanation for non-payment of any contested portions of the invoice. Failure of the Government, despite its best efforts, to respond to a Professional Services invoice within THIRTY (30) days of receipt of the invoice shall not be interpreted as an indication that the Government no longer desires Contractor's professional services.

6. Acceptance and Training. The Licensed Product shall be deemed accepted by the Government upon installation and demonstration of its fitness for the particular purpose it was purchased by the Government. The Contractor shall, at no additional cost, provide training to Government personnel who will be utilizing the Licensed Product.
7. Travel. In addition to the compensation for services as specified in Paragraph 5 above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing in advance by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government and the total of said costs and expenses shall not exceed \$10,000.
8. Program Code & Documentation.
  - a. Program Code. No source code or technical-level documentation are licensed under this Agreement.
  - b. Program Documentation. Contractor shall provide an electronic copy of "Documentation" describing in reasonable detail understandable by a user of general proficiency the use and operation of the Licensed Product at no cost to the Government. Documentation may be reproduced by the Government for the exclusive use of the Government.
9. Confidential & Proprietary Information.
  - a. Acknowledgment. The Government hereby acknowledges that the Licensed Product (including any Documentation, source code, translations, compilations, partial copies and derivative works) contains confidential and proprietary information belonging exclusively to the Contractor or such third party as may be identified on the Licensed Project or applicable Documentation ("Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by the Government outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information, (ii) information in the public

223 93

domain, or (iii) information received by the Government from a third party who was free to disclose it.

- b. Covenant. With respect to the Confidential & Proprietary Information, and except as expressly authorized herein, the Government agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidentiality & Proprietary Information to any person or entity, except its own employees having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Contractor may approve in writing. Neither the Government nor any recipient shall: (i) alter or remove from any Licensed Product or associated Documentation any proprietary, copyright, trademark or trade secret legend, or (ii) decompile, disassemble or reverse engineer the Licensed Product or other Confidentiality & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Contractor). The Government and its personnel shall use the same degree of care in safeguarding the Confidential & Proprietary Information as that used in safeguarding its own confidential information. Upon termination, the Government shall return or destroy all Confidential & Proprietary Information in its possession or control and cease all further use thereof.
- c. Injunctive Relief. The Government acknowledges that violation of this Section would cause irreparable harm to Contractor not adequately compensable by monetary damages. In addition to other relief, the Government agrees that, to the extent permitted by law, injunctive relief shall be available to prevent any actual or threatened violation of such provisions.

10. Warranties.

- a. Noninfringement Warranty. As of the effective date of this Agreement, Contractor, to the extent of its knowledge, represents and warrants that the Licensed Product, when properly used as contemplated herein, is not infringing or misappropriating any United States copyright, trademark, patent, or the trade secrets of any third persons. To the extent a court of competent jurisdiction holds otherwise, the Government may terminate all or any part of this Agreement immediately upon notice to Contractor.
- b. Limited Performance Warranty. Contractor represents and warrants for a period of 60 days from acceptance ("Warranty Period") that (i) the Licensed Product operates in accordance with the applicable Documentation provided; (ii) the Licensed Product is installed, implemented and operated in accordance with all instructions supplied by Contractor; (iii) all updates relating to any third party software products (including operating system software) that materially affect the performance of the Licensed Product have been properly installed or made available to Government; (iv) all associated equipment, software and environmental conditions have been properly maintained in accordance with applicable specifications and industry standards; and (v) Contractor has not

284 41

introduced other equipment or software creating an adverse impact on the Licensed Product.

- c. Warranty Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION ("WARRANTIES") THE CONTRACTOR HEREBY DISCLAIMS WITH RESPECT TO ALL LICENSED PRODUCTS, SUPPORT SERVICES OR OTHER DELIVERABLES PROVIDED HEREUNDER, ALL EXPRESS AND IMPLIED WARRANTIES.

11. Indemnification. [Omitted]

12. Limitation on Liability. By entering into this Agreement, it is expressly understood that neither the Government, Contractor, nor any of their agencies, waive sovereign immunity or any other immunity defenses that may be extended to them by operation of statute, rule, operation of law, or otherwise, including, but not limited to, any limitations on the amount of damages that may be awarded or paid.

13. Liability of Others. Nothing in this Agreement shall be construed to impose any liability upon the Government to any persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, 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. No Third-Party Beneficiary. No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or recipient, or official, employee, or volunteer of either party.

15. Independent Contractor. The Contractor shall perform this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing herein contained is intended nor shall create an agency relationship between the parties.

16. Audits and Public Records. Government acknowledges that its records relating to this Agreement are public records for the purposes of Chapter 119, F.S., and that it will comply and maintain such records in accordance with Florida's public records laws. Government shall maintain records, documents and other evidence to sufficiently establish its performance under this Agreement. Such records shall be maintained for at least three (3) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the three (3) year period, Government shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. Contractor has the right, upon reasonable request and during normal business hours, to inspect, examine or copy said records.

225 46

17. Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, and to audit, investigate, monitor, and inspect the activities of the Government, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

18. Regulations, Licensing Requirements. The parties shall comply with all laws, ordinances and regulations applicable to the Services contemplated herein, to include those applicable to conflict of interest and collusion. The parties are presumed to be familiar with all applicable laws, including federal, state and local laws, ordinances, codes and regulations that may in any way be related to this Agreement.

19. Condition Precedent. This Agreement shall be Subject to the availability and appropriation of funds and to the approval of the Governor.

20. Termination. Either party will have the right to terminate this contract, without penalty, with or without cause on SIXTY (60) days written notice to the other party specifying the date of termination.

21. Non-Discrimination. Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

22. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

23. Enabling Laws. Nothing in this Agreement is intended to cause either party hereto, to waive the legal immunities and defenses provided under their state and federal laws.

24. Dispute Resolution.

Mediation. The Government and Contractor agree that in the event of any controversy, claim or dispute arising out of or relating to this Agreement the parties shall first seek resolution of such controversy, claim or dispute through mediation. The mediation shall be conducted in Palm Beach County, Florida by a

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mediator mutually acceptable to the parties, who shall conduct the mediation pursuant to the rules of the American Mediation Association. The mediator's fee shall be shared equally by both parties. Other than the mediator's fee, the parties shall bear in full their respective costs all other costs relating to the mediation.

25. Waivers and Amendments. No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representative, 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, conditions or provisions of this Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

The Government reserves the right to make changes to the Statement of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the Government's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the Government of any estimated change in the completion date, and (3) advise the Government if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Agreement.

If the Government so instructs in writing, the Contractor shall suspend work on that portion of the Statement of Work affected by a contemplated change, pending the Government's decision to proceed with the change.

No change to the Statement of Work shall be valid or of any force unless made in writing, signed by the parties thereto, and the writing satisfies the requirements of Virgin Islands public contract procedures.

26. Assignment. The Contractor shall not assign or subcontract any part of the services under this Agreement without the prior written consent of the Government.
27. Effective Date. The Agreement will become effective upon execution of the Governor of the United States Virgin Islands.
28. Notices. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, return receipt requested, postage prepaid, personally delivered or by any overnight delivery service requiring signed acceptance, addressed to the parties as follows:

Government	Commissioner Department of Property and Procurement Sub Base, Building No. 1 St. Thomas, Virgin Islands 00802
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and

Commissioner  
Department of Licensing and Consumer Affairs  
3000 Golden Rock Shopping Center, Christiansted  
St. Croix, VI 00820-4311

Contractor

Verdenia C. Baker, County Administrator  
c/o Archie Satchell, Information Systems Services CIO  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 8<sup>th</sup> floor  
West Palm Beach, FL 33401  
(Telephone: 561-355-2823)

And

County Attorney's Office  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
(Telephone: 561-355-2225)

29. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and all other understandings, communications, written, or oral, with respect to the services that are the subject matter of this Agreement, are merged herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
30. Severability. In the event that any provision of this Agreement shall be held to be invalid, the validity of the remaining provisions of the Agreement shall not in any way be affected thereby.
31. Authority. The Government and Contractor acknowledge that they are each governmental entities. The Government and Contractor each warrant that its execution and delivery of this Agreement is duly authorized by law and that the Agreement when fully executed will constitute the legal, valid, and binding obligation of each party.
32. Other Provisions. Addendum I and Addendum II attached hereto are a part of the Agreement and are incorporated herein by reference. In the event of a conflict between the terms of any addenda to this Agreement and the terms of this Agreement, the terms of this Agreement shall prevail.

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33. Excusable Delays. The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargos, and abnormally severe and unusual weather conditions.
34. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

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IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

R2019.0974

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its JUL 0 2 2019  
Board of County Commissioners

By: *Sharon R. Bock*  
Deputy Clerk



By: *Mack Bernard*  
Mack Bernard, Mayor

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: *[Signature]*  
County Attorney

By: *[Signature]*  
Archie Satchell, CIO, ISS

[Palm Beach County Signature Page]

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WITNESSES:

GOVERNMENT OF THE  
UNITED STATES VIRGIN ISLANDS

Magdalen A. Moore

Anthony D. Thomas 12/9/2019  
Date  
Anthony D. Thomas  
Commissioner Nominee, Dept. of Property &  
Procurement

[Signature]

Richard T. Evangelista 12/25, 2019  
Date  
Richard T. Evangelista, Esq.  
Commissioner Nominee, Licensing and Consumer  
Affairs

APPROVED:

[Signature]  
Honorable Albert Bryan, Jr.  
Governor, U.S. Virgin Islands

12/13/19  
Date

APPROVED TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE

By: Carol P. McDermott Esq.  
ATG

12/11/19  
Date

[U.S. Virgin Islands Signature Page]

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# Addendum I

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## Addendum I

### STATEMENT OF WORK

#### OBJECTIVES

1. Provide maintenance, enhancements and support for the software application known as Business License Web Application, developed by Palm Beach County Information System Services (ISS), and related professional services to Government as described in this Statement of Work. The estimated cost is based on a standard rate of \$100 per hour. The total ISS cost for hosting, maintaining, developing and supporting the application will not exceed a total sum of \$328,000 for a period from 10/1/18 to 09/30/20.
2. Provide ongoing Software License and Application Hosting Services to Government as described in this Statement of Work.

#### EXECUTIVE SUMMARY

At the request of the U.S. Virgin Islands Government, the Palm Beach County Information Systems Services (ISS) Department replaced the Virgin Islands' old Business License Application with a new web-based application.

The application is comprised of two major components. They are:

- License Public Web System
- License Administration Web System

#### License Public Web System

The License Public Web System is comprised of services, which give an individual the ability to perform a business search. This component provides a user portal for account creation and maintenance, the ability to apply for a new license or renew an existing license, and complete the transaction using a credit card or electronic check. It will allow filing a complaint against a business.

#### License Administration Web System

The License Administration Web System employs a dashboard concept for processing licenses, performing business searches, and for creating, renewing, and updating licenses. Functionality will also be provided to process complaints, maintain workflow, maintain security, and for providing standard reports along with the ability to create ad hoc or custom reports.

The estimated number of hours to complete the next two Phases of this project is 2,164. This estimate is based on our experience in Web application development and the Work Breakdown Structure generated for this project.

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The estimated cost is based on a standard rate of \$100 per hour. The ISS cost for developing and maintaining the application will not exceed a total cost of \$216,400 (2,164 hours x \$100/hour).

There will be a monthly software lease fee of \$1,650 and a monthly application hosting cost of \$3,000 to the expiration of the Agreement.

Should the U.S. Virgin Islands request that ISS staff be available at their site, the cost of such travel will be based on the cost of airline tickets plus accommodations and a meal cost of \$40 per day. Travel costs will be in addition to the standard billing rate for labor hours expended.

## SYSTEM REQUIREMENTS

### Maintenance and Enhancements to the License Public Web System

1. Business Search
  - 1.1. By Island or All
  - 1.2. By Category
  - 1.3. Search Results
  - 1.4. Search Results Specific Columns
  
2. Use Portal
  - 2.1. User Account Creation
  - 2.2. Login
  - 2.3. Forgot Password
  - 2.4. User Information Update
  - 2.5. View and Only reply to Messages by Admin
  - 2.6. Print License
  - 2.7. Declined Payment Resubmission
  
3. Apply for New License
  - 3.1. Wizard Interface
  - 3.2. License Type and if an Corp
  - 3.3. SS# or FEIN#
  - 3.4. Notification
  - 3.5. Status Update
  - 3.6. Renew existing License
  - 3.7. Payments Module
  - 3.8. Daily Payment Report
  - 3.9. Instant charge CC on Issue or Renew
  - 3.10. Auto charge CC after License process is completed
  - 3.11. Payment Failure link notification
  
4. Complaints
  - 4.1. Search Complaint
  - 4.2. Create Complaint
  - 4.3. View Complaint

7/12 8/13

4.4. Comments

**Maintenance and Enhancements to the License Administration Web System**

1. Dash Board
  - 1.1. Color Coded Data Grid
  - 1.2. Sorting / Filtering
  - 1.3. Status of License
  - 1.4. Comments View
  - 1.5. Attachments View
2. Business Search
  - 2.1. By Island or All
  - 2.2. By Category
  - 2.3. Search Results
  - 2.4. Search Results specific Columns
3. License Options
  - 3.1. Create
  - 3.2. Renew
  - 3.3. Update
    - 3.3.1. Business Info
    - 3.3.2. User Portal Info
    - 3.3.3. Send Messages to User
    - 3.3.4. User Messages List
    - 3.3.5. Status Change Activate / Inactivate
  - 3.4. Comments Add, History List and View
  - 3.5. Payment History List & View
  - 3.6. Audit List and Details
  - 3.7. Work Flow History
  - 3.8. Complaints Process
  - 3.9. Work Flow
    - 3.9.1. User Roles Management
    - 3.9.2. Notifications
  - 3.10. Override Work flow Tasks
4. Board License
  - 4.1. Add Certificate
  - 4.2. Manage Certificate
5. Case Management
  - 5.1. Search Cases
  - 5.2. Add Cases
    - 5.2.1. CPS
    - 5.2.2. Consumer Protection
    - 5.2.3. Complaints

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#### 5.2.4. Legal

6. Security
  - 6.1. User & Role Maintenance
  - 6.2. Password Reset
7. Complaint Management Module
  - 7.1. File Complaint
    - a. Business
    - b. License
  - 7.2. W&M will investigate (Verification by Administrative staff)
  - 7.3. CPS will follow up with customer -Status Update (Closed or Investigation)
  - 7.4. Track complaint (Refer to Legal department / enforcement)
  - 7.5. Inspection
  - 7.6. Issue warning
  - 7.7. Issue citation and/or pay fine
  - 7.8. Instalment plan(payment plan) to pay fine
  - 7.9. Create communication log
8. Reporting
  - 8.1. Historical Data
  - 8.2. Statistics
  - 8.3. Number of Businesses
  - 8.4. Monthly Report
  - 8.5. Delinquent Report

#### Website Revamp

1. SharePoint servers set up and configuration at Virgin Islands (BIT)
2. DLCA website redesign - Adaptive web design for all device configurations, including phones and tablets.

#### System tune up

- Payment data cleanup (Pending/ Incomplete Board/Business licenses from Year 2010)

#### New Development - License Administration Web System

1. Out of Business Process
2. License HOLD process
  - 2.1. Hold criteria
  - 2.2. Put License on Hold
  - 2.3. Revoke hold
  - 2.4. Penalty / License fee calculation

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- 2.5. Hold duration
- 2.6. Proration of License fee
- 2.7. Administrative License hold
  - a. Director/ Assistant Director
- 3. Attachments List and View
  - 3.1. PDF Attachments only
  - 3.2. Upload document related to a business by public or VI administration.
  - 3.3. Access documents from license Administration module.
- 4. Interfaces
  - 4.1. Export Files for ERP System
- 5. Reports
  - 5.1. Daily Payment
  - 5.2. Distribution
  - 5.3. Three Custom
- 6. Payment Process
  - 6.1. Automated Credit Card Payment Process

**New Development - Board License Certification Module**

- 1. Allow Board license applicant to register online about their exam.
- 2. Application Dashboard
- 3. Upload documents
- 4. Citizenship Information
- 5. Demographics of Applicant
- 6. Education Information
- 7. Employment Information
- 8. Review Application
- 9. Submit Application

**New Development - General**

- 1. Email blast feature for system wide notifications.

**DEVELOPMENT PLAN AND SCHEDULE**

Immediately following execution of this Agreement, the project team will finalize the requirements and generate a detailed project plan and schedule, which will reflect completion of the next phases of the project.

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ADDENDUM

II

Addendum II

**PRICING DOCUMENT FOR PROFESSIONAL SERVICES**

**ANNUAL PROFESSIONAL SERVICES - Not to Exceed Cost**

	Cost
Website (Public Page) Enhancement	
Business and Professional Licensure Module Enhancement	
Complaint Module Enhancement	
Citation Module	
Board License Certification Module	
Maintenance of Existing Modules	
Testing and Documentation	
Training	
<b>TOTAL PROFESSIONAL SERVICES</b>	<b>\$108,200</b>

**ANNUAL SOFTWARE LEASE - Monthly Fee**

	Monthly	Annual
Per Server Based Licenses		
<b>TOTAL SOFTWARE LEASE</b>	<b>\$1,650</b>	<b>\$19,800</b>

**ANNUAL APPLICATION HOSTING SERVICES - Monthly Fee**

	Monthly	Annual
Server Support (Web and Database)		
Secure Site Certificate Renewal		
Repair, Replacement and Improvement (RR&I) of Capital Expenditures		
Data Storage		
System Backup and Offsite Storage		
Database Administration		
Help Desk Support		
% of ISS and Contractor Overhead		
Internet Network Support		
<b>TOTAL APPLICATION HOSTING SERVICES</b>	<b>\$3,000</b>	<b>\$36,000</b>

2/17 9/1



**Information Systems Services**

301 N. Olive Avenue, 8th Floor  
West Palm Beach, FL 33401  
(561) 355-2823  
FAX: (561) 355-3482 (8th Floor)  
FAX: (561) 355-4120 (4th Floor)  
  
www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

Gregg K. Weiss, Mayor  
Maria Sachs, Vice Mayor  
  
Maria G. Marino  
Michael A. Barnett  
Marci Woodward  
Sara Baxter  
Mack Bernard

**County Administrator**

Verdenia C. Baker

**Interoffice Correspondence**

**To:** Verdenia C. Baker  
County Administrator

**From:** Archie Satchell, CIO  
Information Systems Services

A handwritten signature in black ink, appearing to read "AS", with a horizontal line drawn through it.

**Date:** September 6, 2023

**Subject:** Signature Authority to Exercise Term Renewal Options and  
Execute Change Orders with the Government of the U.S.  
Virgin Islands

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On February 1, 2022, the Board of County Commissioners approved Agenda Item 3U-1, Motion B, R2022-0072, which authorized the County Administrator or designee to exercise term renewal options and execute Change Orders with the Government of the U.S. Virgin Islands.

As the Chief Information Officer for the Information Systems Services Department, I am respectfully requesting authority as your designee to execute these documents with the Government of the U.S. Virgin Islands. By having this delegated signature authority, the process will be expedited, enabling uninterrupted service delivery.

**Approved:**

A handwritten signature in black ink, appearing to read "VBaker", written over a horizontal line.

Verdenia C. Baker, County Administrator

9/20/23

Date

Attachment

"An Equal Opportunity  
Affirmative Action Employer"

Official Electronic Letterhead