

RESOLUTION NO. 2003-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A CONTRACT WITH POMPANO ENGINEERING FOR CONSTRUCTION OF A CITY OF SUNRISE WATER SYSTEM AT THE SUNSHINE RANCHES EQUESTRIAN PARK; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO A CONTRACT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Town has funding for the construction of a City of Sunrise Water System at the Sunshine Ranches Equestrian Park; and

WHEREAS, the construction of a cost-effective and efficient water system is essential to continue development of the Sunshine Ranches Equestrian Park; and

WHEREAS, on November 21 2002, the Town Administrator received bids for the construction of a City of Sunrise Water System from two (2) firms; and

WHEREAS, the Town Administrator has analyzed the proposals, discussed the proposals and recommends that a contract be prepared.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

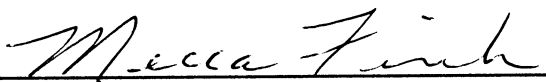
Section 1: The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby authorizes the contract between the Town of Southwest Ranches and Pompano Engineering for the construction of a City of Sunrise Water System at the Sunshine Ranches Equestrian Park in the amount of \$44,467.89.

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

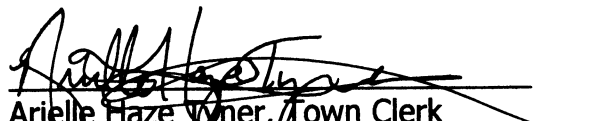
Section 4: That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Broward County, Florida, this 12th day of December 2002.



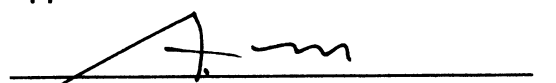
Mecca Fink, Mayor

Attest:



Arielle Haze Winer, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J. D., Town Attorney

**MASTER SOFTWARE LICENSE,
DEVELOPMENT, AND SUPPORT SERVICES
AGREEMENT**



THIS MASTER SOFTWARE DEVELOPMENT AND SUPPORT SERVICES AGREEMENT (this "Agreement") is entered into as of this 22 day of December, 2003 (the "Effective Date"), by and between Blue Frog Solutions Inc., a Delaware corporation ("Licensor"), and the Town of Southwest Ranches, a Florida municipality ("Licensee").

RECITALS:

- A. Licensor owns and develops software and provides programming and general support services.
- B. Licensee wishes to engage Licensor to develop certain software and to provide certain programming and support services related to such software and otherwise.
- C. Licensor agrees to develop the software and grant such rights to Licensee relating to the software, in addition to providing general programming and support services, on the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and the respective agreements and undertakings hereinafter set forth, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms, when capitalized, are defined terms and shall have the meanings set forth below:

"Agreement" means this Agreement, together with all Software Requirements, Specifications, Proposal and appendices hereto or referenced herein (all of which are incorporated herein by this reference), as the same may be modified, amended or supplemented from time to time.

"Licensed Software" means all software, in object format, developed by Licensor pursuant to this Agreement, and shall include all modifications, improvements, enhancements, additions, derivative works, updates, releases and versions thereof, all as identified in Appendix A. Blue Frog Software shall also mean any work or software module previously developed, or currently under development, which is a software product wholly owned and controlled by Blue Frog Solutions. Although said software may be customized for each client, such software is not custom to any one client, is resold to many clients and may be sold to clients as a stand-alone software package or integrated as a component in the Blue Frog Software.

"Change Order" has the meaning set forth in Section 2.4.

"Claim" means any claim, action, suit, proceeding or litigation and any loss, deficiency, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and all related costs and expenses, to be paid to a third party or otherwise incurred in connection with the defense of any claim, action, suit, proceeding or litigation.

"Code" means the computer programming code of the Licensed Software, including, without limitation, Source Code and Object Code.

“Code” means the computer programming code of the Licensed Software, including, without limitation, Source Code and Object Code.

“Documentation” means the user guides or manuals, compiled by Licensor and supplied with the Licensed Software, which explains fully the operation and design of the Licensed Software, including all documentation relating to the Specifications, installation guides and user guides.

“Effective Date” shall mean the latest date of the signatures of the parties below.

“Normal Business Hours” means 9 a.m. to 5 p.m., Pompano Beach, Florida time, on every Monday through Friday that is not a federal holiday.

“Object Code” means the machine-readable form of the computer programming code of the Licensed Software.

“Source Code” means the human-readable form of the computer programming code of the Licensed Software, including all comments and any procedural code such as job control language statements.

“Written or “in writing” (whether capitalized or not) shall mean communications between Licensor and Licensee that are either in hard copy form, delivered in accordance with this Agreement, or as electronic documents sent as e-mail attachments in Microsoft Word format or as text in the subject line and body of e-mails.

2. Development, Delivery and Acceptance of Licensed Software.

2.1 Development of Licensed Software. Licensor shall develop, customize and implement the Licensed Software for Licensee, and the functions and features of the Licensed Software shall materially adhere to the functions, features and descriptions provided in Appendix A.

2.2 Delivery of Licensed Software. The Licensed Software shall be developed, customized, and implemented on Licensee’s premises within thirty (30) days from the Effective Date (the “Go Live Date”).

2.3 Acceptance Procedure. Upon delivery of the Licensed Software to Licensee, Licensee will: (i) test and evaluate the Licensed Software to ensure that the Licensed Software conforms both in quality and specifications to Appendix A, with such testing to be completed within 10 business days from the Go Live Date, and (ii) produce a list of changes and modifications needed to conform with this Agreement (the “Acceptance Procedure”). Upon receipt of the required changes, Licensor will: (a) promptly correct the Licensed Software at no charge to Licensee so that the software conforms in both quality and specifications to this Agreement, and (b) deliver to Licensee a final version of the Licensed Software. Upon receipt of the modified Licensed Software, Licensee shall undertake the Acceptance Procedure again, and the procedure shall continue until the modified Licensed Software is satisfactory to Licensee and Licensor.

2.4 Change Orders. Licensee may request changes to the Licensed Software, including the timetable for delivery, by submitting to Licensor a Change Order in the form attached hereto as Appendix B. Licensor will discuss with Licensee the changes set forth in the Change Order, but Licensor will be under no obligation to implement such changes until agreed to by the parties in writing as to content, schedule and fees for such changes.

2.5 Non-Acceptance of Licensed Software. Licensee may refuse to accept the Licensed Software upon Licensee's reasonable determination that the Licensed Software, after Licensor's opportunity to make corrections pursuant to Section 2.3, does not conform to the related Software Requirements Specification. Licensee shall not acquire any rights in the Licensed Software in such event.

3. License Granted.

3.1 License. Contingent upon payment of the Initial Fee (defined in Appendix A) to Licensor, and contingent upon the timely payment of the Annual License Fee (defined in Appendix A), Licensor hereby grants to Licensee a worldwide, perpetual, royalty-free license to Licensee to use the Licensed Software and the Documentation for the benefit of Licensee and its Affiliates. "Affiliate" is defined as any person, firm, corporation or other entity, which directly controls or is controlled by Licensee, as well as residents of the Town of Southwest Ranches and their representatives. For this purpose, "control" means the direct possession of the power to direct or cause the direction of the day-to-day management, operation, and policies of such corporation. Rights not expressly granted by this Agreement are reserved by Licensor. As used herein, the term "Licensee" shall be understood to include, without limitation, Licensee's employees, officers, directors, agents, servants, and such consultants, contractors, and service providers, including without limitation third-party contractors and service providers, as Licensor may, from time to time, deem advisable; provided, however, that prior to using, or accessing, the Software, any such third party consultant, contractor or service provider shall execute Licensee's internal non-disclosure agreement, thereby satisfying any obligations of confidentiality under the terms and conditions of this Agreement.

3.1.1 Licensee **may modify** the Licensed Software for its own use, and **shall own the rights to the modifications** made by Licensee to the Licensed Software, including the right to license such modifications to Licensor. Licensee may obtain the services of a third party to make such modifications, provided that Licensee retains all rights to such modifications and does not transfer any rights therein to such third party.

3.1.2 Licensee shall not transfer, resell, duplicate or copy the Licensed Software, or otherwise permit any of the foregoing, other than to make two copies of the Licensed Software for back-up purposes and otherwise as permitted by the preceding sentence.

3.2 Intellectual Property. Licensee acknowledges and agrees that Licensor will own the sole rights, title and interest in and to the Licensed Software, including any modifications thereof that are created or developed by Licensor on behalf of Licensee, and the related Documentation and in and to all of Licensor's trademarks and service marks (whether such trademarks and service marks are registered or arise through common law) and symbols. The Licensed Software, Documentation, trademarks, service marks and symbols are referred to collectively as the "Intellectual Property." Licensor shall be the sole owner of all Intellectual Property, and all copies thereof, in whole and in part, subject only to Licensee's limited license rights to use such Intellectual Property as set forth in Section 3.1.

3.3 Trade Secrets. The Licensed Software contains trade secrets of Licensor and to protect such trade secrets, Licensee agrees that Licensee will not attempt to decompile, decipher, reverse engineer, disassemble or otherwise determine the Source Code or Object Code and/or reduce the Licensed Software to a human perceivable form or permit any other party to do so,

unless authorized by this Agreement. Licensee may not adapt, modify, translate, rent, lease, sell, sublicense, loan, resell for profit, distribute, time-share or create any derivative works based upon the Licensed Software or any portion thereof or permit any other party to do so unless such activities are authorized by this Agreement or required by Licensee to fulfill its obligations and/or rights under this Agreement.

3.4 Reservation of Rights. Licensor reserves all rights not expressly granted hereunder.

4. Term and Termination.

4.1 Term. This Agreement shall be effective from the Effective Date and shall remain in effect for an initial period of one year, unless earlier terminated in accordance with this Section. The term shall automatically renew for additional one-year periods unless either party, in writing and with fifteen (15) days' prior notice, expressly terminates this Agreement. In the event that Licensor terminates this Agreement without cause prior to the end of one (1) calendar year from the Effective Date, Licensor shall refund a pro-rated amount of all fees paid to Licensor by Licensee under this Agreement.

4.2 Licensee's Obligations Following Termination. Upon termination of this Agreement, Licensee's license in and to the Licensed Software shall immediately cease.

5. Additional Programming Services. Licensor agrees to provide, from time to time as may be requested by Licensee in writing, additional programming services. All such services will be billed at Licensor's then-current rates and/or on the terms as set forth in writing between the parties. Licensee shall approve all such services before such services commence.

6. Support Services.

6.1 In connection with Licensed Software, during the term of this Agreement, Licensor shall render, at no cost to Licensee, the services listed in Appendix A as well as the following services during its Normal Business Hours:

6.1.1 Support Center. Licensor shall maintain a support center capable of receiving by telephone or facsimile transmission reports or problems with regard to the Licensed Software.

6.1.2 Custom Support. Licensor shall provide to Licensee assistance with Licensee's client implementation and sales efforts, as requested by Licensee.

6.1.3 Reasonable Diligence. Licensor shall use reasonable diligence in correcting verifiable and reproducible errors when reported to Licensor in a form of Written error report provided by and transmitted to Licensor. Such communication shall be deemed to have been received by Licensor at the time Written notice is transmitted and the receipt of the notice has been confirmed by Licensor. Licensor shall respond to each such communication within a commercially reasonable time following receipt of such communication. Such response shall contain an estimate of the additional time required to provide Licensee with an appropriate error correction. Licensor shall, within a reasonable period of time after verifying that such an error is present, initiate work in a diligent manner toward development of an error correction.

6.1.4 New Releases. Licensor may, from time to time, issue new releases of the Licensed Software to Licensee containing error corrections, minor enhancements, and, in certain instances if Licensor so elects, major enhancements. Licensor shall provide Licensee with one copy of each new release at no charge to Licensee providing the Licensee has a fully paid and in force maintenance agreement. Licensor shall provide reasonable assistance to help Licensee install and operate each new release.

6.2 Subcontracting of General Support Services. Licensee acknowledges and agrees that Licensor's General Support Services for hardware and third-party software used in connection with the Licensed Software may be subcontracted only to third parties whom Licensee finds to be acceptable, and such acceptance is provided to Licensor in writing.

7. Payment for Services and Reimbursement of Expenses.

7.1 Payment Schedule. Licensee agrees to pay Licensor for all services rendered hereunder in accordance with Appendix A.

8. Representations and Warranties.

8.1 General Representations and Warranties. The parties represent and warrant to each other that: (i) each is a corporation, limited partnership, limited liability company, or otherwise, duly organized, validly existing and in good standing under the laws of the state of its organization, and (ii) each has the power and authority to enter into this Agreement and perform all of its obligations hereunder. Licensor represents and warrants that (i) it is the sole and exclusive owner of and/or has all necessary rights to all Intellectual Property licensed under this Agreement; (ii) it has all legal right and authority to grant and convey to Licensee the rights and licenses contained in this Agreement without violation or conflict with any law; (iii) there is no action, suit, claim, arbitration or other proceeding pending or threatened that questions Licensor's ownership of the Licensed Software or any of its Intellectual Property therein; (iv) the Licensed Software does not infringe upon any proprietary right or intellectual property rights of any third party; (v) it has not been notified by a third party of a possibility that the Licensed Software might infringe upon any proprietary right or intellectual property rights of a third party.

8.2 Condition of Licensed Software. Licensor represents and warrants to Licensee that the Licensed Software is substantially and materially free from program errors or other problems and meets the features, functions and specifications described in this Agreement.

8.3 Disclaimer. EXCEPT FOR THE FOREGOING EXPRESS WARRANTIES SET FORTH IN THIS SECTION, LICENSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

8.4 Limitation on Liability. THE AGGREGATE LIABILITY OF EACH PARTY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, OR DOCUMENTATION (REGARDLESS OF THE FORM OF ACTION OR CLAIM - E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE) IS LIMITED TO THE TOTAL FEES PAID BY LICENSEE UNDER THIS AGREEMENT. NEITHER PARTY HERTO SHALL IN ANY CASE BE LIABLE FOR

ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY HERETO IS RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY PARTY OTHER THAN THE PARTIES HERETO. THE FOREGOING LIMITATION(S) OF LIABILITY SHALL NOT APPLY TO (i) ANY CASE OF PERSONAL OR BODILY INJURY (INCLUDING DEATH) CAUSED DIRECTLY BY BLUE FROG SOLUTIONS OR LICENSEE, OR (ii) DAMAGE TO PERSONAL PROPERTY CAUSED DIRECTLY BY BLUE FROG SOLUTIONS OR LICENSEE.

9. Indemnification.

9.1 Licensor's Indemnification. Licensor shall indemnify and hold Licensee and its directors, officers, employees and agents harmless from and against any and all Claims that result from a breach by Licensor of this Agreement or the representations, warranties, or covenants of Licensor provided herein or any damage caused to any property of Licensee and/or its affiliates or injury to persons caused by the willful misconduct or gross negligence of Licensor or Licensor's directors, officers, employees, agents, contractors or consultants in an aggregate amount not to exceed the fees received by Licensor from Licensee in connection with the applicable Licensed Software and/or services that give rise to the Claim. Licensee shall give Licensor prompt written notice of the assertion of any such Claim. Licensor shall assume the defense of such Claim at its own expense, with counsel of its own choosing, and shall have complete control over the Claim, provided that Licensor shall not settle the Claim without Licensee's prior written approval, which approval shall not be unreasonably withheld. Licensee shall be entitled to participate in any such defense at its own expense with counsel of its own choosing. Licensee shall, at Licensor's expense, cooperate with Licensor in the defense of the Claim. The Licensee's right to indemnification hereunder shall survive for a period of one year from the date of acceptance of the applicable Licensed Software or one year (1) after the date of termination of this Agreement, whichever is later.

9.2 Licensee's Indemnification. Licensee shall indemnify and hold Licensor and its directors, officers, employees and agents harmless from and against any and all Claims that result from a breach by Licensee of this Agreement including, without limitation, Section 3 and 4 hereof, or the representations, warranties, or covenants of Licensee provided herein or any damage caused to any property of Licensor and/or its affiliates or injury to persons caused by the willful misconduct or gross negligence of Licensee or Licensee's directors, officers, employees, agents, contractors or consultants. Licensor shall give Licensee prompt written notice of the assertion of any such Claim. Licensee shall assume the defense of such Claim at its own expense, with counsel of its own choosing, and shall have complete control over the Claim, provided that Licensee shall not settle the Claim without Licensor's prior written approval, which approval shall not be unreasonably withheld. Licensor shall be entitled to participate in any such defense at its own expense with counsel of its own choosing. Licensor shall, at Licensee's expense, cooperate with Licensee in the defense of the Claim. The Licensor's right to indemnification hereunder shall survive for a period of one year from the date of acceptance of the applicable Licensed Software or one year (1) after the date of termination of this Agreement, whichever is later.

10. Force Majeure. Neither party shall be responsible for any failure to perform its obligations under this Agreement caused by an event reasonably beyond its control, including, but not limited to, the infrastructure of the Internet, wars, riots, labor strikes, natural disasters, or any law,

regulation, ordinance, or other act or order of any court, government, or governmental agency. A party's obligations hereunder, however, shall in no event be excused but shall be suspended only until the cessation of any cause of such failure. A party, when facing an event of force majeure, shall use reasonable efforts in order to remedy that situation as well as to minimize its effects. In such event, a delayed party shall notify the other party as soon as possible after its occurrence. If the period of nonperformance exceeds 15 business days from the receipt of notice of an event of force majeure, the non-delayed party may, by giving written notice, terminate this Agreement.

11. Primary Contacts.

Each party shall designate an individual to serve as its primary contact, who shall act as liaisons for and between Licensee and Licensor, respectively. The name, address, telephone number, fax number and e-mail address of each party's designated primary contact shall be as follows:

Licensee: John Canada
Town of Southwest Ranches
6589 SW 160 Ave
Southwest Ranches, FL 33331
Tel: 954 343-7442
Fax: 954 434-1490

Licensor: Christopher J. Pernicano
Blue Frog Solutions Inc.
555 South Andrews Avenue, Suite 202
Pompano Beach, Florida 33069
Telephone: (954) 788-0700, ext. 207
Facsimile: (954) 788-0707
Email: cpernicano@bluefrogsolutions.com

In the event that one of the above-named primary contacts is replaced by the designating party, the responsibilities shall be assumed by an individual with comparable qualifications, experience and knowledge as the replaced primary contact.

12. General Provisions.

12.1 Survival. Upon expiration or termination of this Agreement, except as otherwise provided herein, the provisions of Paragraphs 3.1.1, 3.1.2, 3.2, 3.3, 3.4, 8.1, 8.3 and 8.4, and Sections 9 and 12 shall survive termination of this Agreement.

12.2 Assignment. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party; provided, however, that Licensor may assign its rights to its affiliates or to any purchaser of all or substantially all of its business. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties, their successors, administrators, heirs and permitted assigns. In the event that Licensee files for

bankruptcy protection within the term of this Agreement, the assignment of rights to any Licensed Software by Licensee to any third party shall require Licensor's prior written approval.

12.3 No Joint Venture. The sole relationship between the parties shall be that of independent contractors. Nothing herein shall be construed to constitute the parties as partners, joint venturers or agents of each other in any way whatsoever. Licensor shall perform all services and functions under this Agreement as an independent contractor, and not as an employee of Licensee. Neither party shall make any warranties or representations, or assume or create any obligations, on the other party's behalf. Each party shall be solely responsible for the actions of its respective employees, agents and representatives.

12.4 Entire Agreement. This Agreement, all appendices hereto, constitute the complete agreement between Licensor and Licensee with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings, communications and agreements, written or oral, regarding such subject matter.

12.5 Amendment; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of Licensor and Licensee. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

12.6 No Third Party Beneficiaries. Except as provided in Section 9 hereof, nothing in this Agreement is intended to confer on any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

12.7 Recovery of Costs and Expenses. If either party brings an action against the other party to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its costs and expenses incurred in connection with such action and all appeals of such action, including without limitation, reasonable attorneys' fees and costs.

12.8 Notices. All notices shall be made in writing signed by the party making the same and shall be deemed given or made on the date delivered if delivered in person, on the date initially received if delivered by telecopy transmission followed by registered or certified mail confirmation, on the date delivered by an overnight courier service or on the third business day after it is mailed if mailed by registered or certified mail (return receipt requested, with postage and other fees prepaid) to the parties or their permitted assignees at the addresses indicated above (or at such other addresses as shall be given in writing by either of the parties to the other in accordance with this Section 14.8).

12.9 Severability. In case any one or more of the provisions of this Agreement shall be declared invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of the invalid, illegal or unenforceable provision(s) would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had been written in a valid form, as near to the intent of the invalid or unenforceable terms contained herein as possible under the law.

12.10 Applicable Law and Jurisdiction. This Agreement shall be governed by the substantive laws of the State of Florida without regard to conflict of laws principles. All matters of

controversy arising hereunder which cannot be resolved between the parties shall be litigated in the U.S. District Court for the Southern District of Florida, and for said purpose the parties hereby submit to the jurisdiction of said court.

12.11 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

12.12 Export Act. Licensor hereby warrants and certifies that neither the Software nor Documentation will be made available or exported by Licensor to any country in contravention of any law, regulation, executive order or similar restriction of the United States or any of its agencies, including the Export Administration Act of 1979 and regulations relating thereto.

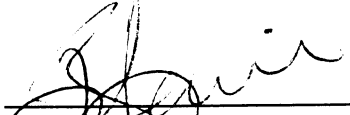
12.13 Taxes. Any valid sales or use taxes or other taxes or government assessments or duties relating to this Agreement or the License shall be paid by Licensee in addition to all other payments set forth in this Agreement. This Paragraph does not apply to taxes, assessments or fees based upon net income that are imposed on Licensor. Licensee shall not be liable for any income or franchise taxes imposed on Licensor. By appropriate proceedings Licensee may contest the imposition of, or seek a refund of, any taxes for which Licensor is liable under the Agreement. Licensor shall cooperate with Licensee, at Licensee's expense, throughout such proceedings.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have duly executed this Master Software License, Development and Support Services Agreement.

Date: 23 Feb 04

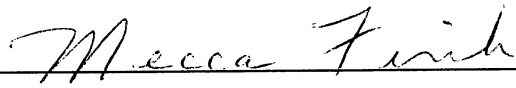
BLUE FROG SOLUTIONS, INC.

By: 

Print Name: Brad Leine

Title: CEO

Date: 12/11/03



Mecca Fink, Mayor, Town of Southwest Ranches

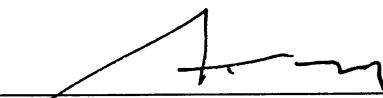
Date: 12/11/03



John Canada, Town Administrator

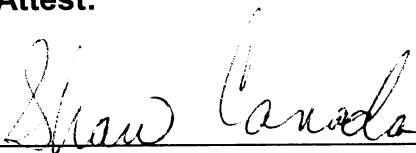
APPROVED AS TO FORM AND CORRECTNESS:

Date: 12/11/03



Gary A. Poliakoff, Town Attorney

Attest:



Shari Canada, Town Clerk

APPENDIX A



PROJECT PROPOSAL

Town of Southwest Ranches

CityCenter Citizens Response Module

December 11, 2003

PROJECT PROPOSAL

Town of Southwest Ranches CityCenter Citizens Response Module

December 11, 2003

Introduction

The Town of Southwest Ranches (“Pembroke Southwest Ranches”) has identified the need to increase efficiencies of their interactions with the public, and has further identified the need for the public to be easily able to make comments and complaints through a Web interface, with their communications automatically routed to the correct recipient at Southwest Ranches.

Furthermore, Southwest Ranches staff requires an online administrative interface that allows them to search, view, and administer these communications.

Blue Frog Solutions, Inc. (“Blue Frog”) has addressed Southwest Ranches need with the CityCenter Citizens Response Module, a Web based application focused on public communications.

The CityCenter Solution

When it comes to the Web, citizens are holding the public sector to the same high standards as private enterprise. They expect user-friendly, online access to information and services, and new regulations demand it. The Americans with Disabilities Act promotes information accessibility for people with disabilities and the Paperwork Elimination Act requires government entities to provide citizens information in electronic formats.

Cities can begin offering their citizens a way to interact using CityCenter Citizen Response software from Blue Frog Solutions.

WHAT IS IT?

CityCenter is a Web-based application that allows citizens to visit your Web site to log a complaint form or ask a question. The site then issues a service number and tracks the issue through to resolution all on-line.

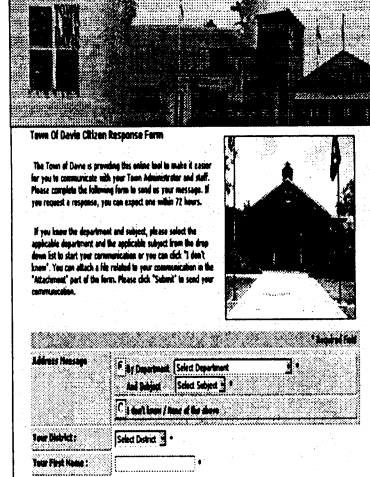
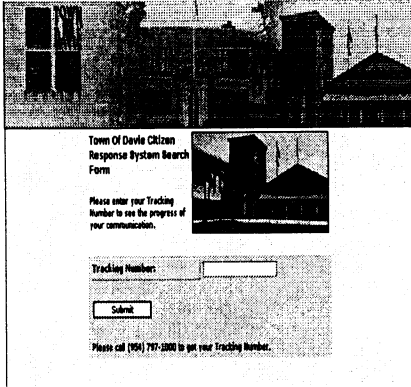
HOW DOES IT WORK?

You install the Web-based software on your server and add a link to your Web site (Blue Frog can also host the service for you). When a citizen wants to voice a complaint or address an issue they simply click the link to access a form. Once the request is posted, an individual is notified via email that a new record is awaiting processing. Your staff can then visit an administrative link

and can respond to the issue or forward it to the proper individual department or division for follow up, completion, and response. All activity is recorded and marked when resolved in the system so you know every issue was followed through to completion.

CAN IT BE CUSTOMIZED?

Yes, Blue Frog's CityCenter includes customization to make the tool match the colors and branding of your website. In addition, if you want to add a function for building permit applications, or automation of other city functions on-line, Blue Frog's custom development team can provide a proposal to add the functionality to your specifications.



Technical Information

City Center is a J2EE-Standard JAVA application and is compatible with Microsoft IE 4.0 and higher and Netscape 6.0 and higher browsers.

Proposal

Blue Frog Solutions will perform the following tasks to deliver the CityCenter solution to Southwest Ranches:

- Brand the system to match the colors, fonts, and logo of the Southwest Ranches Web site.
- Install the application on Southwest Ranches servers, coordinate with Southwest Ranches staff for integration with the city Web site and mail servers, and test that the system is working properly.
- Provide documentation and a training session to Southwest Ranches staff.
- This proposal includes unlimited telephone support after the installation.

Additional Notes

- The Southwest Ranches system will be configured with a single "gatekeeper" that fields all citizen communications and forwards them on to the correct Southwest Ranches staff.
- Blue Frog will coordinate with the network administrator at Southwest Ranches to set the network policies so that certain groups of users will have access to the CityCenter application while blocking general Internet access.
- CityCenter for Southwest Ranches will also include an on-demand Open Issues Report, which provides a list of all open

customer issues, sorted by date.

CityCenter Costs

The costs below include all deliverables included in the proposal above.

Installation, Customization, & Configuration flat fee ("Initial Fee"):	\$15,000.00
Annual Maintenance Fee (starts first year, but waived for first 9 months):	\$3,000.00 (i.e., first year fee total = \$750).
Annual License Fee (starts 1st year):	\$1,500.00

The Annual Fees include the following support:

- o Unlimited telephone support for software and email issues during Normal Business Hours.
- o Emergency support via call center for issues that occur during off hours.
- o Up to 10 hours of operational support, including changes to text, database entries, small programming changes to current functionality.

-- Blue Frog looks forward to working with you --

APPENDIX B

CHANGE ORDER

Generated By: _____

CO #: _____

Client Name: _____

Date: ____/____/____

Project Name: _____

Project #: _____

Description of Change:

Estimated Costs: (Actual Costs shall not deviate by more than 10% of estimated costs):

<u>Task/Expense</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>

Schedule Impact:

Client Approval: _____

Date: ____/____/____